

**ELECTRONICALLY FILED**  
Superior Court of California,  
County of San Diego

**10/05/2018** at 08:16:00 PM

Clerk of the Superior Court  
By Gen Dieu, Deputy Clerk

1 Steven A. Elia (State Bar No. 217200)  
Maura Griffin (State Bar No. 264461)  
2 James Joseph (State Bar No. 309883)  
LAW OFFICES OF STEVEN A. ELIA, APC  
3 2221 Camino Del Rio South, Suite 207  
San Diego, California 92108  
4 Telephone: (619) 444-2244  
Facsimile: (619) 440-2233  
5 Email: steve@elialaw.com  
maura@elialaw.com  
6 james@elialaw.com

7 Attorneys for Plaintiff/Cross-Defendant  
SALAM RAZUKI

8  
9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
10 **COUNTY OF SAN DIEGO, CENTRAL DIVISION**

11 SALAM RAZUKI, an individual,

12 Plaintiff,

13 v.

14 NINUS MALAN, an individual; CHRIS  
15 HAKIM, an individual; MONARCH  
MANAGEMENT CONSULTING, INC. a  
16 California corporation; SAN DIEGO  
UNITED HOLDINGS GROUP, LLC, a  
17 California limited liability company; FLIP  
MANAGEMENT, LLC, a California limited  
18 liability company; MIRA ESTE  
PROPERTIES, LLC, a California limited  
19 liability company; ROSELLE PROPERTIES,  
LLC, a California limited liability company;  
20 BALBOA AVE COOPERATIVE, a  
California nonprofit mutual benefit  
21 corporation; CALIFORNIA CANNABIS  
GROUP, a California nonprofit mutual  
22 benefit corporation; DEVILISH DELIGHTS,  
INC., a California nonprofit mutual benefit  
23 corporation; and DOES 1-100, inclusive,

24 Defendants.

CASE NO. 37-2018-00034229-CU-BC-CTL

**SALAM RAZUKI'S ANSWER TO CROSS-  
COMPLAINT OF NINUS MALAN,  
CALIFORNIA CANNABIS GROUP,  
DEVILISH DELIGHTS, INC., BALBOA  
AVE COOPERATIVE, AMERICAN  
LENDING AND HOLDINGS, LLC,  
MONARCH MANAGEMENT  
CONSULTING, INC., FLIP  
MANAGEMENT, LLC, AND SAN DIEGO  
UNITED HOLDINGS GROUP, LLC**

25  
26 AND RELATED CROSS-ACTIONS  
27  
28

1 Plaintiff SALAM RAZUKI (“Razuki or Cross-Defendant”) answering the Cross-Complaint of  
2 NINUS MALAN (“Malan”), CALIFORNIA CANNABIS GROUP (“CCG”), DEVILISH  
3 DELIGHTS, INC. (“Devilish”), BALBOA AVE COOPERATIVE (“Balboa”), AMERICAN  
4 LENDING AND HOLDINGS, LLC (“ALH”), MONARCH MANAGEMENT CONSULTING, INC.  
5 (“Monarch”), FLIP MANAGEMENT, LLC (“Flip”), AND SAN DIEGO UNITED HOLDINGS  
6 GROUP, LLC (“SD United”) (collectively “Cross-Complainants”) alleges as follows:

7 **Response to Cross-Complainant’s “Summary”**

8 Razuki denies each and every allegations contained in Cross-Complainants’ summary.

9 **RESPONSE TO SPECIFIC ALLEGATIONS**

10 **Response to “Parties” of Cross-Complaint**

11 1. Razuki admits that “Ninus Malan is an individual residing in San Diego County,  
12 California.” Razuki does not possess the requisite information to admit or deny whether “[Malan]  
13 owns, either in whole or in part, or manages the other cross-complainants who are parties to this cross-  
14 complaint.” Razuki denies Malan is a manager/member of American Lending and Holdings, LLC.

15 2. Razuki admits “Defendant Chris Hakim is an individual.” Razuki does not possess the  
16 requisite information to admit or deny whether “[Hakim] owns in part some of the companies that are  
17 cross-complainants and defendants in this lawsuit.”

18 3. Razuki does not possess the requisite knowledge to admit or deny the allegations  
19 contained in paragraph 3 of the Cross-Complaint.

20 4. Razuki does not possess the requisite knowledge to admit or deny the allegations  
21 contained in paragraph 4 of the Cross-Complaint.

22 5. Razuki admits “Cross-Complainant Balboa Ave Cooperative is a nonprofit mutual  
23 benefit corporation.” Razuki denies “Plaintiff/Cross-Defendant Salam Razuki is not and never has  
24 been an officer, employee, shareholder, member, or owner of Balboa Ave Cooperative.”

25 6. Razuki admits “American Lending and Holdings, LLC is a limited liability company.”  
26 Razuki denies American Lending and Holdings, LLC “is owned and managed by Malan.”

27 7. Razuki denies “Salam Razuki is not and never has been an officer, employee,  
28

1 shareholder, member, or owner of Mira Este Properties, LLC.” Razuki admits the remaining  
2 allegations contained in paragraph 7 of the Cross-Complaint

3 8. Razuki denies "Salam Razuki is not and never has been an officer, employee,  
4 shareholder, member, or owner of Roselle Properties, LLC." Razuki admits the remaining allegations  
5 contained in paragraph 8 of the Cross-Complaint.

6 9. Razuki does not possess the requisite information to admit or deny the allegations of  
7 contained in paragraph 9 of the Cross-Complaint.

8 10. Razuki denies "Salam Razuki is not and never has been an officer, employee,  
9 shareholder, member, or owner of Flip Management, LLC.” Razuki admits the remaining allegations  
10 contained in paragraph 10 of the Cross-Complaint.

11 11. Razuki denies San Diego United Holdings Group is owned entirely by Malan and that  
12 San Diego United Holdings Group, LLC “bought” the Balboa Properties. Razuki denies Cross-  
13 Complainants’ description of Exhibit A and Exhibit B of the Cross-Complaint. Razuki admits the  
14 remaining allegations contained in paragraph 11 of the Cross-Complaint.

15 12. Razuki denies San Diego United Holdings Group, LLC “bought” the Balboa Properties  
16 and that “Razuki nor Razuki Investments, LLC has any property interests in the Balboa Properties.”  
17 Razuki admits the remaining allegations contained in paragraph 12 of the Cross-Complaint.

18 13. Razuki admits the allegations contained in paragraph 13 of the Cross-Complaint.

19 14. Razuki admits “Cross-defendant Marvin Razuki is the son of Salam Razuki.” Razuki  
20 denies the remaining allegations contained in paragraph 14 of the Cross-Complaint.

21 15. Razuki admits “Cross-defendant Sarah Razuki is related to Salam Razuki.” Razuki  
22 denies the remaining allegations contained in paragraph 15 of the Cross-Complaint.

23 16. Razuki admits “Cross-defendant Sarah Razuki is related to Salam Razuki.” Razuki  
24 denies the remaining allegations contained in paragraph 16 of the Cross-Complaint.

25 17. Razuki admits “Cross-defendant SH Westpoint Group, LLC is an entity controlled by  
26 Razuki.” Razuki denies the remaining allegations contained in paragraph 17 of the Cross-Complaint.

27 18. Razuki admits “Cross-defendant El Cajon Investments Group, LLC is a California  
28

1 limited liability company controlled by Salam Razuki.” Razuki denies the remaining allegations  
2 contained in paragraph 18 of the Cross-Complaint.

3 19. Razuki admits “Cross-defendant San Diego Private Investments, LLC is a California  
4 limited liability company controlled by Salam Razuki.” Razuki denies the remaining allegations  
5 contained in paragraph 19 of the Cross-Complaint.

6 20. Razuki admits “Cross-defendant Stonecrest Plaza, LLC is a California limited liability  
7 company controlled by Salam Razuki.” Razuki denies the remaining allegations contained in  
8 paragraph 20 of the Cross-Complaint.

9 21. Razuki admits “Cross-defendant Sunrise Property Investments, LLC is a California  
10 limited liability company.” Razuki denies the remaining allegations contained in paragraph 21 of the  
11 Cross-Complaint.

12 22. Razuki admits “Cross-defendant Lemon Grove Plaza, LP is a California limited  
13 partnership controlled by Salam Razuki.” Razuki denies the remaining allegations contained in  
14 paragraph 22 of the Cross-Complaint.

15 23. Razuki admits “Cross-defendant/plaintiff-in-intervention SoCal Building Ventures,  
16 LLC is a Delaware limited liability company with its principal place of business located in  
17 California.” Razuki also admits “Cross-defendant/plaintiff-in-intervention San Diego Building  
18 Ventures, LLC is a Delaware limited liability company with its principal place of business in  
19 California.” Razuki also admits “[SoCal was] hired to manage businesses at the Balboa Properties,  
20 Roselle Facility, and Mira Este Facility, and they operated there for several months.” Razuki denies  
21 the remaining allegations contained in paragraph 23 of the Cross-Complaint.

22 24. Razuki admits “Cross-defendant RM Property Holdings, LLC (“Holding Company”) is  
23 a limited liability company with its principal place of business in San Diego County, California.”  
24 Razuki denies the remaining allegations contained in paragraph 24 of the Cross-Complaint.

25 25. Razuki admits, “Cross-defendant Melrose Place, Inc., is a corporation organized under  
26 the laws of the state of Delaware, but doing business legally in California.” Razuki also admits  
27 “[Melrose Place, Inc.] is owned by Salam Razuki, and purports to own a Chevron gas station at 1590  
28

1 S Melrose Dr. in Vista, California (“Chevron Station”).” Razuki denies the remaining allegations  
2 contained in paragraph 25 of the Cross-Complaint.

3 26. Razuki does not possess the requisite knowledge to admit or deny the allegations  
4 contained in paragraph 26 of the Cross-Complaint.

5 27. Razuki does not possess the requisite knowledge to admit or deny the allegations  
6 contained in paragraph 27 of the Cross-Complaint.

7 28. Razuki does not possess the requisite knowledge to admit or deny the allegations  
8 contained in paragraph 28 of the Cross-Complaint.

9 29. Razuki denies the allegations contained in paragraph 29 of the Cross-Complaint.

10 **Responses to “Facts” of Cross-Complaint**

11 30. Razuki admits the allegations contained in paragraph 30 of the Cross-Complaint.

12 31. Razuki admits the allegations contained in paragraph 31 of the Cross-Complaint.

13 32. Razuki denies the allegations contained in paragraph 32 of the Cross-Complaint.

14 33. Razuki admits “The Transfer Agreement says that Malan owns 100 percent of “San  
15 Diego United Holding Group, LLC.” Razuki denies the remaining allegations contained in paragraph  
16 33 of the Cross-Complaint.

17 34. Razuki admits the allegations contained in paragraph 34 of the Cross-Complaint.

18 35. Razuki admits the allegations contained in paragraph 35 of the Cross-Complaint.

19 36. Razuki admits the allegations contained in paragraph 36 of the Cross-Complaint.

20 37. Razuki denies the allegations contained in paragraph 37 of the Cross-Complaint.

21 38. Razuki admits the allegations contained in paragraph 38 of the Cross-Complaint.

22 39. Razuki admits “The Transfer Agreement says that Razuki owns 20 percent of Sunrise  
23 Property Investments, LLC (“Sunrise”), which owns the real property at 3385 Sunrise Street, San  
24 Diego, CA 92012.” Razuki does not possess the requisite knowledge to admit or deny the remaining  
25 allegations contained in paragraph 39 of the Cross-Complaint.

26 40. Razuki denies the allegations contained in paragraph 40 of the Cross-Complaint.

27 41. Razuki admits “The Transfer Agreement says that Razuki owns 27 percent of Super 5  
28

1 Consulting Group, LLC (“Super 5”), which operates a medical marijuana dispensary at 3385 Sunrise  
2 St. San Diego, CA 92012.” Razuki does not possess the requisite knowledge to admit or deny the  
3 remaining allegations contained in paragraph 41 of the Cross-Complaint.

4 42. Razuki denies the allegations contained in paragraph 42 of the Cross-Complaint.

5 43. Razuki admits the allegations contained in paragraph 43 of the Cross-Complaint.

6 44. Razuki admits that Malan never finished Malan’s accounting of the companies and  
7 Malan’s respective investments in said companies. Razuki denies the remaining allegations contained  
8 in paragraph 44 of the Cross-Complaint.

9 45. Razuki admits the allegations contained in paragraph 45 of the Cross-Complaint.

10 46. Razuki denies the allegations contained in paragraph 46 of the Cross-Complaint.

11 47. Razuki denies the allegations contained in paragraph 47 of the Cross-Complaint. For  
12 the specific sub-sections of paragraph 47, Razuki responds:

13 a. Razuki admits San Diego Private Investments, LLC holds title to 212 - 216 S  
14 37th St, San Diego, CA 92113. Razuki denies the remaining allegations contained in  
15 paragraph 47(a) of the Cross-Complaint.

16 b. Razuki admits San Diego Private Investments, LLC holds title to 4750 70th St,  
17 Unit 20, La Mesa CA. Razuki denies the remaining allegations contained in paragraph  
18 47(b) of the Cross-Complaint.

19 c. Razuki admits San Diego Private Investments, LLC holds title to 12455  
20 Beatitude Dr., Valley Center, CA. Razuki denies the remaining allegations contained  
21 in paragraph 47(c) of the Cross-Complaint.

22 d. Razuki admits San Diego Private Investments, LLC holds title to 745 E Bradley  
23 Ave # 129, El Cajon CA 92021. Razuki denies the remaining allegations contained in  
24 paragraph 47(d) of the Cross-Complaint.

25 e. Razuki admits San Diego Private Investments, LLC holds title to 2437 Camino  
26 De Las Palmas, Lemon Grove CA 91945. Razuki denies the remaining allegations  
27 contained in paragraph 47(e) of the Cross-Complaint.  
28

1 f. Razuki admits Marvin Razuki holds title to 2995 Cowley Way Unit 68, San  
2 Diego CA. Razuki denies the remaining allegations contained in paragraph 47(f) of the  
3 Cross-Complaint.

4 g. Razuki admits San Diego Private Investments, LLC holds title to 9320 Earl St.  
5 Unit 52, La Mesa CA. Razuki denies the remaining allegations contained in paragraph  
6 47(g) of the Cross-Complaint.

7 h. Razuki admits he holds title to 1415 Eckman Ave, Chula Vista CA 91911 and  
8 that this property was purchased using a line of credit extended by the Loan Company.  
9 Razuki denies the remaining allegations contained in paragraph 47(h) of the Cross-  
10 Complaint.

11 i. Razuki admits SH Westpoint Investments Group, LLC holds title to 3215  
12 Glancy Dr., San Ysidro CA. Razuki denies the remaining allegations contained in  
13 paragraph 47(i) of the Cross-Complaint.

14 j. Razuki admits San Diego Private Investments, LLC holds title to 1398 Ivory  
15 Ct., El Cajon CA. Razuki denies the remaining allegations contained in paragraph 47(j)  
16 of the Cross-Complaint.

17 k. Razuki admits El Cajon Investments Group, LLC holds title to 1558 N  
18 Magnolia, El Cajon CA. Razuki denies the remaining allegations contained in  
19 paragraph 47(k) of the Cross-Complaint.

20 l. Razuki admits Stonecrest Plaza, LLC holds title to 4301 Market St., San Diego  
21 CA. Razuki denies the remaining allegations contained in paragraph 47(l) of the Cross-  
22 Complaint.

23 m. Razuki admits Sarah Razuki holds title to 1137 Naranca Ave., El Cajon CA.  
24 Razuki denies the remaining allegations contained in paragraph 47(m) of the Cross-  
25 Complaint.

26 n. Razuki admits he holds title to 1473 Naranca Ave, El Cajon CA. Razuki denies  
27 the remaining allegations contained in paragraph 47(n) of the Cross-Complaint.  
28

1 o. Razuki admits Stonecrest Plaza, LLC holds title to 3201 National Ave., San  
2 Diego CA. Razuki denies the remaining allegations contained in paragraph 47(o) of the  
3 Cross-Complaint.

4 p. Razuki admits SH Westpoint Investments Group, LLC holds title to 2602 -  
5 2604 Newton, San Diego CA. Razuki denies the remaining allegations contained in  
6 paragraph 47(p) of the Cross-Complaint.

7 q. Razuki admits San Diego Private Investments, LLC holds title to 4041 Oakcrest  
8 Dr. Unit 102, San Diego CA. Razuki denies the remaining allegations contained in  
9 paragraph 47(q) of the Cross-Complaint.

10 r. Razuki admits San Diego Private Investments, LLC holds title to 1440 Oakdale  
11 Ave Unit 15, El Cajon CA. Razuki denies the remaining allegations contained in  
12 paragraph 47(r) of the Cross-Complaint.

13 s. Razuki admits San Diego Private Investments, LLC holds title to 747 Osage St.,  
14 Spring Valley CA. Razuki denies the remaining allegations contained in paragraph  
15 47(s) of the Cross-Complaint.

16 t. Razuki admits San Diego Private Investments, LLC holds title to 2912 Pine  
17 Grove Ct., Spring Valley CA. Razuki denies the remaining allegations contained in  
18 paragraph 47(t) of the Cross-Complaint.

19 u. Razuki admits San Diego Private Investments, LLC holds title to 7335 Prairie  
20 Mound Way, San Diego CA. Razuki denies the remaining allegations contained in  
21 paragraph 47(u) of the Cross-Complaint.

22 v. Razuki admits Sunrise Property Investments, LLC holds title to 3385 Sunrise  
23 St., San Diego CA. Razuki denies the remaining allegations contained in paragraph  
24 47(v) of the Cross-Complaint.

25 w. Razuki admits San Diego Private Investments, LLC holds title to 302 Sycamore  
26 Rd., San Diego CA 92173. Razuki denies the remaining allegations contained in  
27 paragraph 47(w) of the Cross-Complaint.  
28



1 x. Razuki admits San Diego Private Investments, LLC holds title to 2544 Violet  
2 St., Unit #46, San Diego CA 92105. Razuki denies the remaining allegations contained  
3 in paragraph 47(x) of the Cross-Complaint.

4 y. Razuki admits San Diego Private Investments, LLC holds title to 2319  
5 Westwood St, San Diego CA 92130. Razuki denies the remaining allegations contained  
6 in paragraph 47(y) of the Cross-Complaint.

7 z. Razuki admits San Diego Private Investments, LLC holds title to 3892 Z St.,  
8 San Diego CA 92113. Razuki denies the remaining allegations contained in paragraph  
9 47(z) of the Cross-Complaint.

10 aa. Razuki admits San Diego Private Investments, LLC holds title to 630 2nd Ave.,  
11 Chula Vista CA 91910. Razuki denies the remaining allegations contained in paragraph  
12 47(aa) of the Cross-Complaint.

13 bb. Razuki admits San Diego Private Investments, LLC holds title to 1350 Taft St.,  
14 Lemon Grove CA 91945. Razuki denies the remaining allegations contained in  
15 paragraph 47(bb) of the Cross-Complaint.

16 cc. Razuki admits Razuki Investments, LLC holds title to 9749 Campo Rd. Spring  
17 Valley CA 91977. Razuki denies the remaining allegations contained in paragraph  
18 47(cc) of the Cross-Complaint.

19 dd. Razuki admits he has, directly or indirectly, an ownership interest in the  
20 shopping center located at 110, 120, and 130 S. Mollison Ave., El Cajon CA 92020.  
21 Razuki denies the remaining allegations contained in paragraph 47(dd) of the Cross-  
22 Complaint.

23 ee. Razuki admits Razuki Investments, LLC holds title to 1869 Avocado Ave.,  
24 Vista CA 92083. Razuki denies the remaining allegations contained in paragraph  
25 47(ee) of the Cross-Complaint.

26 ff. Razuki admits Lemon Grove Plaza, LP holds title to 592 Lone Oak, Chula  
27 Vista CA 91914. Razuki denies the remaining allegations contained in paragraph 47(ff)  
28

1 of the Cross-Complaint.

2 gg. Razuki admits SH Westpoint Investments Group, LLC holds title to 3927 Arey  
3 Dr., San Diego CA 92154. Razuki denies the remaining allegations contained in  
4 paragraph 47(gg) of the Cross-Complaint.

5 hh. Razuki admits SH Westpoint Investments Group, LLC holds title to 6780 Friars  
6 Rd Unit 133, San Diego CA 92108. Razuki denies the remaining allegations contained  
7 in paragraph 47(hh) of the Cross-Complaint.

8 ii. Razuki admits SH Westpoint Investments Group, LLC holds title to 2246  
9 Irving Ave., San Diego CA 92113. Razuki denies the remaining allegations contained  
10 in paragraph 47(ii) of the Cross-Complaint.

11 jj. Razuki admits SH Westpoint Investments Group, LLC holds title to 13034 Old  
12 Barona Rd., Lakeside CA 92040. Razuki denies the remaining allegations contained in  
13 paragraph 47(jj) of the Cross-Complaint.

14 kk. Razuki admits Mathew Razuki holds title to 8316 Ora Belle Ln., El Cajon CA  
15 92021. Razuki denies the remaining allegations contained in paragraph 47(kk) of the  
16 Cross-Complaint.

17 ll. Razuki admits he holds title to 807 S 33rd St. #11, San Diego CA 92113.  
18 Razuki denies the remaining allegations contained in paragraph 47(ll) of the Cross-  
19 Complaint.

20 mm. Razuki admits Razuki Investments, LLC holds title to 2389 Bar Bit Rd., Spring  
21 Valley CA 91978. Razuki denies the remaining allegations contained in paragraph  
22 47(mm) of the Cross-Complaint.

23 nn. Razuki admits Razuki Investments, LLC holds title to 1814 Bluehaven Ct., San  
24 Diego CA 92154. Razuki denies the remaining allegations contained in paragraph  
25 47(nn) of the Cross-Complaint.

26 oo. Razuki admits Razuki Investments, LLC holds title to 932-938 Gillespie Dr.,  
27 Spring Valley, CA 91977. Razuki denies the remaining allegations contained in  
28

1 paragraph 47(oo) of the Cross-Complaint.

2 pp. Razuki admits Melrose Place, Inc. holds title to the Chevron Gas Station  
3 located at 1590 S Melrose Dr., Vista CA. Razuki denies the remaining allegations  
4 contained in paragraph 47(pp) of the Cross-Complaint.

5 48. Paragraph 48 refers to an Appendix 1 which is not attached to the Cross-Complaint and  
6 therefore cannot admit or deny these allegations.

7 49. Razuki denies the allegations contained in paragraph 49 of the Cross-Complaint.

8 50. Razuki admits that he intended to transfer his ownership interest in Sunrise Property  
9 Investments, LLC and Super 5 Consulting Group, LLC into the Holding Company. Razuki denies the  
10 remaining allegations contained in paragraph 50 of the Cross-Complaint.

11 51. Paragraph 51 merely redefines previously mentioned entities and does not require  
12 Razuki to admit or deny said allegations.

13 52. Razuki does not possess the requisite knowledge to admit or deny the allegations  
14 contained in paragraph 52 because the paragraph is vague. Therefore Razuki denies said allegations.

15 53. Razuki admits the allegations contained in paragraph 53 of the Cross-Complaint.

16 54. Razuki admits “Around October 2016, Razuki Investments purchased 8861 Balboa,  
17 Suite B from the Melagrano Trust and 8863 Balboa, Suite E from a company named High Sierra,  
18 LLC.” Razuki also admits, “Razuki was the one to fund the majority of the purchase because he had  
19 the capital at the time.” Razuki also admits “The overall purchase price for the two units was around  
20 \$750,000.” Razuki denies the remaining allegations contained in paragraph 54 of the Cross-  
21 Complaint.

22 55. Razuki denies “Malan invested \$50,000 of his own money to help buy the properties.”  
23 Razuki admits the remaining allegations contained in paragraph 55 of the Cross-Complaint.

24 56. Razuki admits Balboa Ave Cooperative was formed in or around 2017. Razuki denies  
25 the remaining allegations contained in paragraph 56 of the Cross-Complaint.

26 57. Razuki admits “After Malan formed Balboa Ave Cooperative and agreed to undertake  
27 operations, the Association reiterated that it had rules forbidding marijuana dispensaries, and its board  
28

1 told Malan and Razuki that it would enforce those rules by taking steps to legally preclude the  
2 marijuana dispensary from opening.” Razuki denies the remaining allegations contained in paragraph  
3 57 of the Cross-Complaint.

4 58. Razuki does not possess the requisite knowledge to admit or deny the allegations  
5 contained in paragraph 58 of the Cross-Complaint.

6 59. Razuki does not possess the requisite knowledge to admit or deny the allegations  
7 contained in paragraph 59 of the Cross-Complaint.

8 60. The allegations of paragraph 60 only consist of legal conclusions and Razuki is not  
9 required to admit or deny these allegations.

10 61. Razuki does not possess the requisite knowledge to admit or deny the allegations  
11 contained in paragraph 61 of the Cross-Complaint.

12 62. The allegations of paragraph 62 only consist of legal conclusions and Razuki is not  
13 required to admit or deny these allegations.

14 63. Razuki admits “At the time Malan bought the two Balboa units from Razuki, Malan  
15 bought them subject to a \$475,000 loan.” Razuki denies the remaining allegations contained in  
16 paragraph 63 of the Cross-Complaint.

17 64. Razuki denies the allegations contained in paragraph 64 of the Cross-Complaint.

18 65. Razuki denies the allegations contained in paragraph 65 of the Cross-Complaint.

19 66. Razuki does not possess the requisite knowledge to admit or deny the allegations  
20 contained in paragraph 66 of the Cross-Complaint.

21 67. Razuki denies the allegations contained in paragraph 67 of the Cross-Complaint.

22 68. Razuki admits “Judge Joel Wohlfeil issued a statement of decision in the Melrose  
23 Litigation.” Razuki also admits Malan testified in this matter. Razuki denies the remaining allegations  
24 contained in paragraph 68 of the Cross-Complaint.

25 69. Razuki denies the allegations contained in paragraph 69 of the Cross-Complaint.

26 70. Razuki denies the allegations contained in paragraph 70 of the Cross-Complaint.

27 71. Razuki does not possess the requisite knowledge to admit or deny the allegations  
28

1 contained in paragraph 71 of the Cross-Complaint.

2 72. Razuki denies the allegations contained in paragraph 72 of the Cross-Complaint.

3 73. Razuki denies the allegations contained in paragraph 73 of the Cross-Complaint.

4 74. Razuki denies the allegations contained in paragraph 74 of the Cross-Complaint.

5 75. Razuki denies the allegations contained in paragraph 75 of the Cross-Complaint.

6 76. The allegations of paragraph 76 only consist of legal conclusions and Razuki is not  
7 required to admit or deny these allegations.

8 77. The allegations of paragraph 77 only consist of legal conclusions and Razuki is not  
9 required to admit or deny these allegations.

10 78. The allegations of paragraph 78 only consist of legal conclusions and Razuki is not  
11 required to admit or deny these allegations.

12 79. The allegations of paragraph 79 only consist of legal conclusions and Razuki is not  
13 required to admit or deny these allegations.

14 80. The allegations of paragraph 80 only consist of legal conclusions and Razuki is not  
15 required to admit or deny these allegations.

16 81. The allegations of paragraph 81 only consist of legal conclusions and Razuki is not  
17 required to admit or deny these allegations.

18 82. The allegations of paragraph 82 only consist of legal conclusions and Razuki is not  
19 required to admit or deny these allegations.

20 83. Razuki denies the allegations contained in paragraph 83 of the Cross-Complaint.

21 84. Razuki denies the allegations contained in paragraph 84 of the Cross-Complaint.

22 85. The allegations of paragraph 85 only consist of legal conclusions and Razuki is not  
23 required to admit or deny these allegations.

24 86. Razuki denies the allegations contained in paragraph 86 of the Cross-Complaint.

25 87. Razuki denies the allegations contained in paragraph 87 of the Cross-Complaint.

26 88. Razuki denies the allegations contained in paragraph 88 of the Cross-Complaint.

27 89. Razuki admits the allegations contained in paragraph 89 of the Cross-Complaint.

28

1           90.     Razuki does not possess the requisite knowledge to admit or deny the allegations  
2 contained in paragraph 90 of the Cross-Complaint.

3           91.     Razuki admits the allegations contained in paragraph 91 of the Cross-Complaint.

4           92.     Razuki does not possess the requisite knowledge to admit or deny the allegations  
5 contained in paragraph 92 of the Cross-Complaint.

6           93.     The allegations of paragraph 93 only consist of legal conclusions and Razuki is not  
7 required to admit or deny these allegations.

8           94.     The allegations of paragraph 94 only consist of legal conclusions and Razuki is not  
9 required to admit or deny these allegations.

10          95.     Razuki denies the allegations contained in paragraph 95 of the Cross-Complaint.

11          96.     The allegations of paragraph 96 only consist of legal conclusions and Razuki is not  
12 required to admit or deny these allegations.

13          97.     The allegations of paragraph 97 only consist of legal conclusions and Razuki is not  
14 required to admit or deny these allegations.

15          98.     Razuki does not possess the requisite knowledge to admit or deny the allegations  
16 contained in paragraph 98 of the Cross-Complaint.

17          99.     Razuki does not possess the requisite knowledge to admit or deny the allegations  
18 contained in paragraph 99 of the Cross-Complaint.

19          100.    Razuki does not possess the requisite knowledge to admit or deny the allegations  
20 contained in paragraph 100 of the Cross-Complaint.

21          101.    Razuki does not possess the requisite knowledge to admit or deny the allegations  
22 contained in paragraph 101 of the Cross-Complaint.

23          102.    Razuki does not possess the requisite knowledge to admit or deny the allegations  
24 contained in paragraph 102 of the Cross-Complaint.

25          103.    Razuki does not possess the requisite knowledge to admit or deny the allegations  
26 contained in paragraph 103 of the Cross-Complaint.

27          104.    Razuki does not possess the requisite knowledge to admit or deny the allegations  
28

1 contained in paragraph 104 of the Cross-Complaint.

2 105. Razuki does not possess the requisite knowledge to admit or deny the allegations  
3 contained in paragraph 105 of the Cross-Complaint.

4 106. Razuki does not possess the requisite knowledge to admit or deny the allegations  
5 contained in paragraph 106 of the Cross-Complaint.

6 107. Razuki does not possess the requisite knowledge to admit or deny the allegations  
7 contained in paragraph 107 of the Cross-Complaint.

8 108. Razuki does not possess the requisite knowledge to admit or deny the allegations  
9 contained in paragraph 108 of the Cross-Complaint.

10 109. Razuki does not possess the requisite knowledge to admit or deny the allegations  
11 contained in paragraph 109 of the Cross-Complaint.

12 110. Razuki does not possess the requisite knowledge to admit or deny the allegations  
13 contained in paragraph 110 of the Cross-Complaint.

14 111. Razuki does not possess the requisite knowledge to admit or deny the allegations  
15 contained in paragraph 111 of the Cross-Complaint.

16 112. Razuki does not possess the requisite knowledge to admit or deny the allegations  
17 contained in paragraph 112 of the Cross-Complaint.

18 113. Razuki does not possess the requisite knowledge to admit or deny the allegations  
19 contained in paragraph 113 of the Cross-Complaint.

20 114. Razuki denies the allegations contained in paragraph 114 of the Cross-Complaint.

21 115. Razuki does not possess the requisite knowledge to admit or deny the allegations  
22 contained in paragraph 115 of the Cross-Complaint.

23 116. Razuki does not possess the requisite knowledge to admit or deny the allegations  
24 contained in paragraph 116 of the Cross-Complaint.

25 117. Razuki does not possess the requisite knowledge to admit or deny the allegations  
26 contained in paragraph 117 of the Cross-Complaint.

27 118. Razuki does not possess the requisite knowledge to admit or deny the allegations  
28

1 contained in paragraph 118 of the Cross-Complaint.

2 119. Razuki does not possess the requisite knowledge to admit or deny the allegations  
3 contained in paragraph 119 of the Cross-Complaint.

4 120. Razuki denies the allegations contained in paragraph 120 of the Cross-Complaint.

5 121. Razuki does not possess the requisite knowledge to admit or deny the allegations  
6 contained in paragraph 121 of the Cross-Complaint.

7 122. Razuki does not possess the requisite knowledge to admit or deny the allegations  
8 contained in paragraph 122 of the Cross-Complaint.

9 123. Razuki does not possess the requisite knowledge to admit or deny the allegations  
10 contained in paragraph 123 of the Cross-Complaint.

11 124. Razuki does not possess the requisite knowledge to admit or deny the allegations  
12 contained in paragraph 124 of the Cross-Complaint.

13 125. Razuki denies the allegations contained in paragraph 125 of the Cross-Complaint.

14 126. Razuki does not possess the requisite knowledge to admit or deny the allegations  
15 contained in paragraph 126 of the Cross-Complaint.

16 127. The allegations of paragraph 127 only consist of legal conclusions and Razuki is not  
17 required to admit or deny these allegations.

18 128. The allegations of paragraph 128 only consist of legal conclusions and Razuki is not  
19 required to admit or deny these allegations.

20 129. The allegations of paragraph 129 only consist of legal conclusions and Razuki is not  
21 required to admit or deny these allegations.

22 130. The allegations of paragraph 130 only consist of legal conclusions and Razuki is not  
23 required to admit or deny these allegations.

24 131. Razuki admits the allegations contained in paragraph 131 of the Cross-Complaint.

25 132. Razuki does not possess the requisite knowledge to admit or deny the allegations  
26 contained in paragraph 132 of the Cross-Complaint.

27 133. Razuki does not possess the requisite knowledge to admit or deny the allegations  
28



1 contained in paragraph 133 of the Cross-Complaint.

2 134. Razuki does not possess the requisite knowledge to admit or deny the allegations  
3 contained in paragraph 134 of the Cross-Complaint.

4 135. Razuki does not possess the requisite knowledge to admit or deny the allegations  
5 contained in paragraph 135 of the Cross-Complaint.

6 136. Razuki does not possess the requisite knowledge to admit or deny the allegations  
7 contained in paragraph 136 of the Cross-Complaint.

8 137. The allegations of paragraph 137 only consist of legal conclusions and Razuki is not  
9 required to admit or deny these allegations.

10 138. The allegations of paragraph 138 only consist of legal conclusions and Razuki is not  
11 required to admit or deny these allegations.

12 **Response to Allegations of “Cause of Action 1”**

13 139. The allegations of paragraph 139 only consist of legal conclusions and Razuki is not  
14 required to admit or deny these allegations.

15 140. The allegations of paragraph 140 only consist of legal conclusions and Razuki is not  
16 required to admit or deny these allegations.

17 141. The allegations of paragraph 141 only consist of legal conclusions and Razuki is not  
18 required to admit or deny these allegations.

19 142. The allegations of paragraph 142 only consist of legal conclusions and Razuki is not  
20 required to admit or deny these allegations.

21 143. The allegations of paragraph 143 only consist of legal conclusions and Razuki is not  
22 required to admit or deny these allegations.

23 144. The allegations of paragraph 144 only consist of legal conclusions and Razuki is not  
24 required to admit or deny these allegations.

25 145. The allegations of paragraph 145 only consist of legal conclusions and Razuki is not  
26 required to admit or deny these allegations.

27 146. The allegations of paragraph 146 only consist of legal conclusions and Razuki is not  
28

1 required to admit or deny these allegations.

2 147. The allegations of paragraph 147 only consist of legal conclusions and Razuki is not  
3 required to admit or deny these allegations.

4 148. The allegations of paragraph 148 only consist of legal conclusions and Razuki is not  
5 required to admit or deny these allegations.

6 149. The allegations of paragraph 149 only consist of legal conclusions and Razuki is not  
7 required to admit or deny these allegations.

8 150. The allegations of paragraph 150 only consist of legal conclusions and Razuki is not  
9 required to admit or deny these allegations.

10 151. The allegations of paragraph 151 only consist of legal conclusions and Razuki is not  
11 required to admit or deny these allegations.

12 152. The allegations of paragraph 152 only consist of legal conclusions and Razuki is not  
13 required to admit or deny these allegations.

14 153. The allegations of paragraph 153 only consist of legal conclusions and Razuki is not  
15 required to admit or deny these allegations.

16 154. The allegations of paragraph 154 only consist of legal conclusions and Razuki is not  
17 required to admit or deny these allegations.

18 155. The allegations of paragraph 155 only consist of legal conclusions and Razuki is not  
19 required to admit or deny these allegations.

20 **Response to Allegations of “Cause of Action 2”**

21 156. The allegations of paragraph 156 only consist of legal conclusions and Razuki is not  
22 required to admit or deny these allegations.

23 157. The allegations of paragraph 157 only consist of legal conclusions and Razuki is not  
24 required to admit or deny these allegations.

25 158. The allegations of paragraph 158 only consist of legal conclusions and Razuki is not  
26 required to admit or deny these allegations.

27 159. The allegations of paragraph 159 only consist of legal conclusions and Razuki is not  
28

1 required to admit or deny these allegations.

2 **Response to Allegations of “Cause of Action 3”**

3 160. The allegations of paragraph 160 only consist of legal conclusions and Razuki is not  
4 required to admit or deny these allegations.

5 161. The allegations of paragraph 161 only consist of legal conclusions and Razuki is not  
6 required to admit or deny these allegations.

7 162. The allegations of paragraph 162 only consist of legal conclusions and Razuki is not  
8 required to admit or deny these allegations.

9 163. The allegations of paragraph 163 only consist of legal conclusions and Razuki is not  
10 required to admit or deny these allegations.

11 164. The allegations of paragraph 164 only consist of legal conclusions and Razuki is not  
12 required to admit or deny these allegations.

13 165. The allegations of paragraph 165 only consist of legal conclusions and Razuki is not  
14 required to admit or deny these allegations.

15 **Response to Allegations of “Cause of Action 4”**

16 166. The allegations of paragraph 166 only consist of legal conclusions and Razuki is not  
17 required to admit or deny these allegations.

18 167. The allegations of paragraph 167 only consist of legal conclusions and Razuki is not  
19 required to admit or deny these allegations.

20 168. The allegations of paragraph 168 only consist of legal conclusions and Razuki is not  
21 required to admit or deny these allegations.

22 169. The allegations of paragraph 169 only consist of legal conclusions and Razuki is not  
23 required to admit or deny these allegations.

24 170. The allegations of paragraph 170 only consist of legal conclusions and Razuki is not  
25 required to admit or deny these allegations.

26 171. The allegations of paragraph 171 only consist of legal conclusions and Razuki is not  
27 required to admit or deny these allegations.

28

1 172. The allegations of paragraph 172 only consist of legal conclusions and Razuki is not  
2 required to admit or deny these allegations.

3 **Response to Allegations of “Cause of Action 5”**

4 173. The allegations contained in paragraph 173 are not alleged against Razuki and Razuki  
5 is not required to admit or deny said allegations.

6 174. The allegations contained in paragraph 174 are not alleged against Razuki and Razuki  
7 is not required to admit or deny said allegations.

8 175. The allegations contained in paragraph 175 are not alleged against Razuki and Razuki  
9 is not required to admit or deny said allegations.

10 176. The allegations contained in paragraph 176 are not alleged against Razuki and Razuki  
11 is not required to admit or deny said allegations.

12 177. The allegations contained in paragraph 177 are not alleged against Razuki and Razuki  
13 is not required to admit or deny said allegations.

14 **Resposne to Allegations of “Cause of Action 6”**

15 178. The allegations contained in paragraph 178 are not alleged against Razuki and Razuki  
16 is not required to admit or deny said allegations.

17 179. The allegations contained in paragraph 179 are not alleged against Razuki and Razuki  
18 is not required to admit or deny said allegations.

19 180. The allegations contained in paragraph 180 are not alleged against Razuki and Razuki  
20 is not required to admit or deny said allegations.

21 181. The allegations contained in paragraph 181 are not alleged against Razuki and Razuki  
22 is not required to admit or deny said allegations.

23 **Response to Allegations of “Cause of Action 7”**

24 182. The allegations contained in paragraph 182 are not alleged against Razuki and Razuki  
25 is not required to admit or deny said allegations.

26 183. The allegations contained in paragraph 183 are not alleged against Razuki and Razuki  
27 is not required to admit or deny said allegations.

28

1 184. The allegations contained in paragraph 184 are not alleged against Razuki and Razuki  
2 is not required to admit or deny said allegations.

3 185. The allegations contained in paragraph 185 are not alleged against Razuki and Razuki  
4 is not required to admit or deny said allegations.

5 **Response to Allegations of “Cause of Action 8”**

6 186. The allegations of paragraph 186 only consist of legal conclusions and Razuki is not  
7 required to admit or deny these allegations.

8 187. The allegations of paragraph 187 only consist of legal conclusions and Razuki is not  
9 required to admit or deny these allegations.

10 188. The allegations of paragraph 188 only consist of legal conclusions and Razuki is not  
11 required to admit or deny these allegations.

12 **Response to Allegations of “Cause of Action 9”**

13 189. The allegations of paragraph 189 only consist of legal conclusions and Razuki is not  
14 required to admit or deny these allegations.

15 190. The allegations of paragraph 190 only consist of legal conclusions and Razuki is not  
16 required to admit or deny these allegations.

17 191. The allegations of paragraph 191 only consist of legal conclusions and Razuki is not  
18 required to admit or deny these allegations.

19 192. The allegations of paragraph 192 only consist of legal conclusions and Razuki is not  
20 required to admit or deny these allegations.

21 193. The allegations of paragraph 193 only consist of legal conclusions and Razuki is not  
22 required to admit or deny these allegations.

23 194. The allegations of paragraph 194 only consist of legal conclusions and Razuki is not  
24 required to admit or deny these allegations.

25 **Response to Allegations of “Cause of Action 10”**

26 195. The allegations of paragraph 195 only consist of legal conclusions and Razuki is not  
27 required to admit or deny these allegations.

28









1 required to admit or deny these allegations.

2 235. The allegations of paragraph 235 only consist of legal conclusions and Razuki is not  
3 required to admit or deny these allegations.

4 **Response to Allegations of “Cause of Action 15”**

5 236. The allegations contained in paragraph 236 are not alleged against Razuki and Razuki  
6 is not required to admit or deny said allegations.

7 237. The allegations contained in paragraph 237 are not alleged against Razuki and Razuki  
8 is not required to admit or deny said allegations.

9 238. The allegations contained in paragraph 238 are not alleged against Razuki and Razuki  
10 is not required to admit or deny said allegations.

11 **Response to Allegations of “Cause of Action 16”**

12 239. The allegations of paragraph 239 only consist of legal conclusions and Razuki is not  
13 required to admit or deny these allegations.

14 240. The allegations of paragraph 240 only consist of legal conclusions and Razuki is not  
15 required to admit or deny these allegations.

16 241. The allegations of paragraph 241 only consist of legal conclusions and Razuki is not  
17 required to admit or deny these allegations.

18 242. The allegations of paragraph 242 only consist of legal conclusions and Razuki is not  
19 required to admit or deny these allegations.

20 243. The allegations of paragraph 243 only consist of legal conclusions and Razuki is not  
21 required to admit or deny these allegations.

22 **Response to Allegations of “Cause of Action 17”**

23 244. The allegations of paragraph 244 only consist of legal conclusions and Razuki is not  
24 required to admit or deny these allegations.

25 245. The allegations of paragraph 245 only consist of legal conclusions and Razuki is not  
26 required to admit or deny these allegations.

27 246. The allegations of paragraph 246 only consist of legal conclusions and Razuki is not  
28

1 required to admit or deny these allegations.

2 247. The allegations of paragraph 247 only consist of legal conclusions and Razuki is not  
3 required to admit or deny these allegations.

4 248. The allegations of paragraph 248 only consist of legal conclusions and Razuki is not  
5 required to admit or deny these allegations.

6 249. The allegations of paragraph 249 only consist of legal conclusions and Razuki is not  
7 required to admit or deny these allegations.

8 250. The allegations of paragraph 250 only consist of legal conclusions and Razuki is not  
9 required to admit or deny these allegations.

10 **Response to Allegations of “Cause of Action 18”**

11 251. The allegations of paragraph 251 only consist of legal conclusions and Razuki is not  
12 required to admit or deny these allegations.

13 252. The allegations of paragraph 252 only consist of legal conclusions and Razuki is not  
14 required to admit or deny these allegations.

15 253. The allegations of paragraph 253 only consist of legal conclusions and Razuki is not  
16 required to admit or deny these allegations.

17 254. The allegations of paragraph 254 only consist of legal conclusions and Razuki is not  
18 required to admit or deny these allegations.

19 **Response to Allegations of “Cause of Action 19”**

20 255. The allegations of paragraph 255 only consist of legal conclusions and Razuki is not  
21 required to admit or deny these allegations.

22 256. The allegations of paragraph 256 only consist of legal conclusions and Razuki is not  
23 required to admit or deny these allegations.

24 257. The allegations of paragraph 257 only consist of legal conclusions and Razuki is not  
25 required to admit or deny these allegations.

26 258. The allegations of paragraph 258 only consist of legal conclusions and Razuki is not  
27 required to admit or deny these allegations.

28



1 required to admit or deny these allegations.

2           272. The allegations of paragraph 272 only consist of legal conclusions and Razuki is not  
3 required to admit or deny these allegations.

4           273. The allegations of paragraph 273 only consist of legal conclusions and Razuki is not  
5 required to admit or deny these allegations.

6           274. The allegations of paragraph 274 only consist of legal conclusions and Razuki is not  
7 required to admit or deny these allegations.

8           275. The allegations of paragraph 275 only consist of legal conclusions and Razuki is not  
9 required to admit or deny these allegations.

10           276. The allegations of paragraph 276 only consist of legal conclusions and Razuki is not  
11 required to admit or deny these allegations.

12           277. The allegations of paragraph 277 only consist of legal conclusions and Razuki is not  
13 required to admit or deny these allegations.

14           278. The allegations of paragraph 278 only consist of legal conclusions and Razuki is not  
15 required to admit or deny these allegations.

16           279. The allegations of paragraph 279 only consist of legal conclusions and Razuki is not  
17 required to admit or deny these allegations.

18           280. The allegations of paragraph 280 only consist of legal conclusions and Razuki is not  
19 required to admit or deny these allegations.

20           281. The allegations of paragraph 281 only consist of legal conclusions and Razuki is not  
21 required to admit or deny these allegations.

22           282. The allegations of paragraph 282 only consist of legal conclusions and Razuki is not  
23 required to admit or deny these allegations.

24           283. The allegations of paragraph 283 only consist of legal conclusions and Razuki is not  
25 required to admit or deny these allegations.

26           284. The allegations of paragraph 284 only consist of legal conclusions and Razuki is not  
27 required to admit or deny these allegations.

28



**Response to Allegations of “Cause of Action 24”**

297. The allegations of paragraph 297 only consist of legal conclusions and Razuki is not required to admit or deny these allegations.

298. The allegations of paragraph 298 only consist of legal conclusions and Razuki is not required to admit or deny these allegations.

**Response to Allegations of “Cause of Action 25”**

299. The allegations of paragraph 299 only consist of legal conclusions and Razuki is not required to admit or deny these allegations.

300. The allegations of paragraph 300 only consist of legal conclusions and Razuki is not required to admit or deny these allegations.

301. The allegations of paragraph 301 only consist of legal conclusions and Razuki is not required to admit or deny these allegations.

**Response to Allegations of “Cause of Action 26”**

302. The allegations of paragraph 302 only consist of legal conclusions and Razuki is not required to admit or deny these allegations.

303. The allegations of paragraph 303 only consist of legal conclusions and Razuki is not required to admit or deny these allegations.

304. The allegations of paragraph 304 only consist of legal conclusions and Razuki is not required to admit or deny these allegations.

**Response to Allegations of “Cause of Action 27”**

305. The allegations contained in paragraph 305 are not alleged against Razuki and Razuki is not required to admit or deny said allegations.

306. The allegations contained in paragraph 306 are not alleged against Razuki and Razuki is not required to admit or deny said allegations.

307. The allegations contained in paragraph 307 are not alleged against Razuki and Razuki is not required to admit or deny said allegations.

308. The allegations contained in paragraph 308 are not alleged against Razuki and Razuki

1 is not required to admit or deny said allegations.

2 309. The allegations contained in paragraph 309 are not alleged against Razuki and Razuki  
3 is not required to admit or deny said allegations.

4 310. The allegations contained in paragraph 310 are not alleged against Razuki and Razuki  
5 is not required to admit or deny said allegations.

6 311. The allegations contained in paragraph 311 are not alleged against Razuki and Razuki  
7 is not required to admit or deny said allegations.

8 312. The allegations contained in paragraph 312 are not alleged against Razuki and Razuki  
9 is not required to admit or deny said allegations.

10 **AFFIRMATIVE DEFENSES**

11 313. In addition to the foregoing, Razuki asserts the following affirmative defenses with  
12 respect to the purported claims in the Cross-Complaint and preserve his right to supplement them with  
13 such other ones as are supported by subsequent disclosures and discovery in this case. Razuki may  
14 seek leave at a later stage of these proceedings to assert additional affirmative defenses.

15 **First Affirmative Defense**

16 314. Razuki is informed and believes and thereon alleges that the Court lacks jurisdiction  
17 for the claims of the Cross-Complaint.

18 **Second Affirmative Defense**

19 315. Razuki is informed and believes and thereon alleges that the claims of the Cross-  
20 Complaint are barred due to the statute of frauds.

21 **Third Affirmative Defense**

22 316. Razuki is informed and believes and thereon alleges that the claims of the Cross-  
23 Complaint are barred due to the statute of limitations.

24 **Fourth Affirmative Defense**

25 317. Razuki is informed and believes and thereon alleges that the claims of the Cross-  
26 Complaint are barred because the contract is illegal.

27 ///

28 ///

1 **Fifth Affirmative Defense**

2 318. Razuki is informed and believes and thereon alleges that the claims of the Cross-  
3 Complaint are barred because Razuki was under duress.

4 **Sixth Affirmative Defense**

5 319. Razuki is informed and believes and thereon alleges that the claims of the Cross-  
6 Complaint are barred because of the doctrine of estoppel.

7 **Seventh Affirmative Defense**

8 320. Razuki is informed and believes and thereon alleges that the claims of the Cross-  
9 Complaint are barred because Cross-Complainants failed to provide consideration and/or adequate  
10 consideration.

11 **Eighth Affirmative Defense**

12 321. Razuki is informed and believes and thereon alleges that the claims of the Cross-  
13 Complaint are barred because of Cross-Complainants' fraud.

14 **Ninth Affirmative Defense**

15 322. Razuki is informed and believes and thereon alleges that the claims of the Cross-  
16 Complaint are barred because of the doctrine of laches.

17 **Tenth Affirmative Defense**

18 323. Razuki is informed and believes and thereon alleges that the claims of the Cross-  
19 Complaint are barred because of an accord and satisfaction.

20 **Eleventh Affirmative Defense**

21 324. Razuki is informed and believes and thereon alleges that the claims of the Cross-  
22 Complaint are barred because of the doctrine of res judicata.

23 **Twelfth Affirmative Defense**

24 325. Razuki is informed and believes and thereon alleges that the claims of the Cross-  
25 Complaint are barred because of the doctrine of collateral estoppel.

26 **Thirteenth Affirmative Defense**

27 326. Razuki is informed and believes and thereon alleges that the claims of the Cross-  
28 Complaint are barred because of the Cross-Complainants' release of its claims.



1 **Fourteenth Affirmative Defense**

2 327. Razuki is informed and believes and thereon alleges that the claims of the Cross-  
3 Complaint are barred because of the Cross-Complainants' waiver of its claims.

4 **Fifteenth Affirmative Defense**

5 328. Razuki is informed and believes and thereon alleges that the claims of the Cross-  
6 Complaint are barred because it fails to state a claim for which relief can be granted.

7 **Sixteenth Affirmative Defense**

8 329. Razuki is informed and believes and thereon alleges that the claims of the Cross-  
9 Complaint are barred because of the doctrine of unclean hands.

10 **Seventeenth Affirmative Defense**

11 330. Razuki is informed and believes and thereon alleges that the claims of the Cross-  
12 Complaint are barred because of the Cross-Complainants' fraud.

13 **Eighteenth Affirmative Defense**

14 331. Razuki is informed and believes and thereon alleges that Razuki's liability, if any, is  
15 reduced or eliminated because of supervening causes and/or actors.

16 **Nineteenth Affirmative Defense**

17 332. Razuki is informed and believes and thereon alleges that Razuki's liability, if any, is  
18 reduced or eliminated because of offsetting damages.

19 **Twentieth Affirmative Defense**

20 333. Razuki reserves the right to allege all other available affirmative defenses that are  
21 unknown at this time.

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

1 **PRAYER FOR RELIEF**

2 WHEREFORE, Razuki prays for judgment as follows:

- 3 1. That Cross-Complainants take nothing by their Cross-Complaint;
- 4 2. That the Cross-Complaint be dismissed with prejudice;
- 5 3. For costs of suit;
- 6 4. For attorneys' fees, if authorized by statute, and according to proof; and,
- 7 5. For such further relief as the Court deems to be appropriate under the
- 8 circumstances of this case.

9 DATED: 10/5/18

LAW OFFICES OF STEVEN A. ELIA, APC

10

11

12 By: *Maura Griffin*

13 Steven A. Elia

14 Maura Griffin

15 James Joseph

16 Attorneys for Plaintiff/Cross-Defendant SALAM

17 RAZUKI

18

19

20

21

22

23

24

25

26

27

28

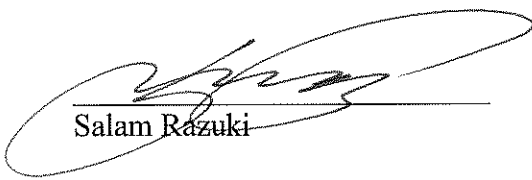
**VERIFICATION OF ANSWER TO CROSS-COMPLAINT**

Case Name: *Razuki v. Malan, et al.*  
Case No.: 37-2018-00034229-CU-BC-CTL

I, Salam Razuki, declare:

I have read the document entitled **SALAM RAZUKI'S ANSWER TO CROSS-COMPLAINT OF NINUS MALAN, CALIFORNIA CANNABIS GROUP, DEVILISH DELIGHTS, INC., BALBOA AVE COOPERATIVE, AMERICAN LENDING AND HOLDINGS, LLC, MONARCH MANAGEMENT CONSULTING, INC., FLIP MANAGEMENT, LLC, AND SAN DIEGO UNITED HOLDINGS GROUP, LLC** and know of the contents thereof. The same is true of my own knowledge, except as to those matters which are therein stated on information and belief, and, as to those matters, I believe it to be true.

I declare under penalty of perjury that the foregoing is true and correct. Executed on October 5, 2018 at San Diego, California.

  
Salam Razuki

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28