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Attorneys for Plaintiffs-in-Intervention
SoCal Building Ventures, LLC and San Diego
Building Ventures, LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO - CENTRAL DIVISION

SALAM RAZUKI, an individual, ,
Plaintiff,

v.

NINUS MALAN, et al.,
Defendants.

AND RELATED COMPLAINT-IN-
INTERVENTION

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

08/13/2018 at 10:03:00 AM

Clerk of the Superior Court
By Richard Day, Deputy Clerk

CASE NO.: 37-2018-00034229-CU-BC-CTL
Assigned to: Hon. Eddie E. Sturgeon

**DECLARATION OF SALVATORE
ZIMMITTI IN SUPPORT OF PLAINTIFFS-
IN- INTERVENTION'S SUPPLEMENTAL
OPPOSITION TO EX PARTE APPLICATION
TO VACATE RECEIVERSHIP ORDER**

*[Filed concurrently with Plaintiffs-In-
Intervention's Supplemental Opposition To Ex
Parte Application To Vacate Receivership Order;
Declaration of John H. Yaeger; Declaration of
James Holler; Declaration of Jim Townsend;
Declaration of Dean Bornstein; Declaration of
Chris Berman; and Declaration of Daniel J.
Spillane IV]*

Action Filed: July 10, 2018

DATE: August 14, 2018
TIME: 8:30 a.m.
DEPT: C-67

DECLARATION OF SALVATORE ZIMMITTI

I, Salvatore Zimmitti, declare as follows:

1. I am an attorney at law the law firm of Nelson Hardiman, LLP, counsel of record for Plaintiffs-in-Intervention SoCal Building Ventures, LLC and San Diego Building Ventures, LLC (collectively "SoCal") in this action. I make this declaration in support of SoCal's Supplemental Opposition to *Ex Parte* Motion to Vacate Receivership Order.

2. On July 17, 2018, Judge Kenneth Medel granted SoCal's *Ex Parte* Application to File Complaint-in-Intervention. A true and correct copy of the *ex parte* papers, which attaches the proposed Complaint-in-Intervention, is attached hereto as Exhibit A.

3. A true and correct copy of the signed order granting leave to file the Complaint-in-Intervention is attached hereto as Exhibit B.

4. I was present in court on July 31, 2018 on when Defendant Ninus Malan moved *ex parte* to vacate the receivership order that had been granted by Judge Medel on July 17, 2018. Judge Strauss indicated that he was vacating that order but requested that the parties submit a proposed order for his signature.

5. Based on that ruling and shortly after the hearing that same day, SoCal permitted Defendants to reassume control of the Balboa and Mira Este facilities. In the midst of this transition, confusion evidently arose with respect to SoCal's personal equipment that had been installed at the Mira Este Facility.

6. In an attempt to resolve this matter without the need for court intervention, on August 3, 2018, after SoCal was able to assemble an inventory list with proof, I emailed counsel for Defendants with an inventory list of this equipment and attached proof of SoCal's ownership of same, and demanded that the equipment be returned to SoCal as soon possible. A true and correct copy of this email string is attached hereto as Exhibit C.

7. That same day, counsel for Defendants, Tamara Leetham and Miles Grant, indicated that they would review this information and respond promptly. A true and correct copy of this email response is attached hereto as Exhibit D.

8. Despite providing above inventory list with backup confirming SoCal's

1 ownership of same, neither Ms. Leetham nor Mr. Grant, or anyone else on behalf of Defendants,
2 has contacted me or provided any basis for continuing to assert control over SoCal's equipment,
3 which by SoCal's calculations has a value exceeding \$400,000.

4 9. Notwithstanding Defendants' unjustified refusal to return this equipment, SoCal
5 has been cooperative in responding to reasonable requests by Defendants for information and
6 documentation. For instance, on August 2, 2018, SoCal sent via overnight delivery a box of sales
7 receipts and invoices for the period January – July 2018 to Ms. Gina Austin, who confirmed
8 receipt of these records. A true and correct copy of this email string reflecting this receipt is
9 attached hereto as Exhibit E.

10 I declare under penalty of perjury, under the laws of the State of California, that the
11 foregoing is true and correct. Executed on August 12, 2018, at Los Angeles, California.

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14 Salvatore Zimmitti, Declarant
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EXHIBIT A

1 Robert E. Fuller (SBN 171770)
2 Zachary E. Rothenberg (SBN 215404)
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11 Attorneys for Plaintiffs-in-Intervention SoCal
12 Building Ventures, LLC and San Diego Building
13 Ventures, LLC

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

07/16/2018 at 09:50:00 AM
Clerk of the Superior Court
By Jessica Pascual, Deputy Clerk

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF SAN DIEGO - CENTRAL DIVISION

11 SALAM RAZUKI, an individual,
12 Plaintiff,

13 v.

14 NINUS MALAN, an individual;
15 MONARCH MANAGEMENT
16 CONSULTING, INC. a California
17 corporation; SAN DIEGO UNITED
18 HOLDING GROUP, LLC, a California
19 limited liability company; FLIP
20 MANAGEMENT, LLC, a California
21 limited liability company; MIRA ESTE
22 PROPERTIES, LLC, a California limited
23 liability company; ROSELLE
24 PROPERTIES, LLC, a California limited
25 liability company; and DOES 1-100,
26 inclusive,

21 Defendants.

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

(Assigned to: Hon. Judge Kenneth J. Medel,
Dept. C-66)

**EX PARTE APPLICATION TO FILE
COMPLAINT-IN-INTERVENTION;
DECLARATION OF ZACHARY
ROTHENBERG**

Action Filed: July 10, 2018

DATE: July 17, 2018
TIME: 8:30 a.m.
DEPT: C-66

Trial Date: None Set

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EXHIBIT A

1 **PLEASE TAKE NOTICE** that on July 17, 2018, at 8:30 a.m. or as soon thereafter as the
2 matter shall be heard in Department C-66 of the San Diego County Superior Court located at 330
3 West Broadway, San Diego, CA 92101, Plaintiffs-in-Intervention SoCal Building Ventures, LLC
4 and San Diego Building Ventures, LLC (collectively, "SoCal Building") will and hereby does
5 move the Court *ex parte* for an order granting SoCal Building leave to intervene in the pending
6 action pursuant to California *Code of Civil Procedure* § 387, by filing a Complaint-in-
7 Intervention.

8 The attorneys known to Plaintiffs-in-Intervention in this matter are as follows:

- 9 1. Plaintiff Salam Razuki is represented by Steven A. Elia, Law Offices of Steven A.
10 Elia, APC, 2221 Camino Del Rio South, Suite 207, San Diego, CA 92108 (Tel: (619) 444-2244).
11 2. Defendants are represented are represented by Tamara M. Leetham, Austin Legal
12 Group, APC, 3990 Old Town Ave., Ste. A-1112, San Diego, CA 92111 (Tel: (619) 881-0045);
13 and David C. Jarvis, Law Offices of Gorla, Weber & Jarvis, 1011 Camino Del Rio South, Suite
14 210, San Diego, CA 92108 (Tel: (619) 692-3555).

15 The action before the Court relates to a dispute over the beneficial ownership of, and
16 control over, three properties in San Diego County and various businesses related to those
17 properties. In his complaint, Plaintiff Salam Razuki alleges that the Defendants had an
18 agreement to share ownership of the various properties and businesses, including any profits
19 therefrom, but that the Defendants have attempted to cut Plaintiff Razuki out of the business.
20 These are the same three properties and businesses in which SoCal Building holds option rights
21 for purchase, and into which SoCal Building has invested millions of dollars over the past seven
22 months to increase and preserve the value of its intended purchases.

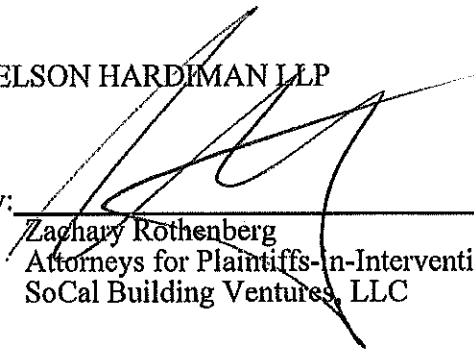
23 SoCal Building is entitled to intervene as a matter of right under *Code of Civil Procedure*
24 § 387(d)(1). SoCal Building claims an interest in the property that is the subject of the action,
25 and SoCal is so situated that the disposition of this action may impair or impede its ability to
26 protect that interest. Moreover, SoCal Building's interest in the property is not adequately
27 represented by any of the current parties to this action.
28

1 Alternatively, SoCal Building asks the Court to grant it permissive intervention under
2 *Code of Civil Procedure* § 387(d)(2), which is liberally construed in favor of intervention,
3 because SoCal Building has an interest in the subject matter of the litigation, and its outcome.

4 This Application is based on this Notice, the attached Memorandum of Points and
5 Authorities, the attached exhibits and declaration of Zachary Rothenberg, the proposed
6 Complaint-in-Intervention, and the complete records and files of said action.

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8 Dated: July 16, 2018

NELSON HARDIMAN LLP

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10 By: 
11 Zachary Rothenberg
12 Attorneys for Plaintiffs-in-Intervention
13 SoCal Building Ventures, LLC
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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION.

Plaintiffs-in-Intervention SoCal Building Ventures, LLC and San Diego Building Ventures, LLC (collectively, "SoCal Building") seek to intervene in the pending action based on SoCal Building's contractual financial interest in the properties and businesses whose ownership and control are in dispute in this action.

SoCal Building holds contractual option rights to purchase three properties and related business (the "Facilities"), the current ownership and control of which is the subject matter of the pending litigation. As part of those same option agreements, SoCal Building has invested hundreds of thousands of dollars in order to maintain and grow the value of the Facilities it hopes to purchase. And SoCal Building also serves as the day-to-operator of the Facilities' businesses – that is, until the Defendants in the pending litigation recently changed the locks on the properties and otherwise unilaterally blocked SoCal Building from access.

Given its rights under the option agreements, SoCal Building has a direct interest in the outcome of the pending litigation, since the litigation is likely to determine who owns, and who controls, the Facilities that are the subject of SoCal Building's option rights. This is particularly true considering that SoCal Building had never even heard of Plaintiff Salam Razuki ("Plaintiff Razuki") until recently; a verdict in this action giving ownership and control of the Facilities to Plaintiff Razuki could therefore jeopardize SoCal Building's right to exercise the options. On the other hand, if ownership and control of the Facilities goes to the Defendants – who have just recently "locked out" SoCal Building from the Facilities and purported to terminate the option agreements – SoCal Building's ability to exercise the options would likely be in even more serious danger.

Accordingly, SoCal Building seeks intervention in this matter to, among other things, protect its rights under the Options, protect the value of the assets and businesses that are the subject of the Options, to regain access to the properties and businesses it has been operating, and to pursue recovery for any diminution in value to the property and businesses, or any other losses that are the result of Defendants' conduct. Moreover, SoCal Building's intervention in

1 this action will not significantly enlarge the legal issues, and its reasons for seeking intervention,
2 and the efficiencies gained by litigating a single action rather than two, far outweigh any
3 potential opposition.

4 For all the foregoing reasons, and those set forth in more detail below, SoCal Building
5 respectfully requests an order allowing it to file the complaint-in-intervention attached hereto as
6 Exhibit A.

7 **II. PROCEDURAL HISTORY**

8 The complaint in this action was filed on July 10, 2018 – i.e., it is less than one week old.
9 Concurrently with this *ex parte* application, Plaintiff Razuki is making a separate *ex parte*
10 application for a temporary restraining order, preliminary injunction, and appointment of a
11 receiver, for the purpose of preserving the status quo among the various properties and
12 businesses in dispute in this action.

13 No responsive pleadings have been filed, and no trial date has been set.

14 **III. STATEMENT OF FACTS**

15 The facts giving rise to SoCal Building's need to intervene in this action are more fully
16 set forth in the proposed Complaint-in-Intervention attached hereto as Exhibit A. In summary,
17 SoCal Building's involvement is as follows:

- 18 • On January 2, 2018, SoCal Building entered into three "Management Services
19 and Option Agreements" with the Defendants in this action, by which SoCal
20 Building acquired the option rights to purchase ownership interests in the
21 Facilities, in exchange for SoCal Building's investment of time, effort, equipment,
22 and money in the Facilities as the option rights matured.
- 23 • SoCal Building did in fact invest substantial amounts of time, effort, equipment,
24 and money into the Facilities over the past seven months. SoCal Building has
25 expended time and effort conducting the day-to-day operations of the Facilities'
26 businesses, has invested in expensive equipment to be used by the Facilities'
27 businesses, has made substantial six-figure loans into the Facilities' businesses,
28 and has paid monthly fees of \$50,000 per month to the entities SoCal Building

1 understood to be the current owners of the Facilities – all in order to preserve and
2 build the value of the Facilities that SoCal Building intended to purchase via its
3 contractual option rights.

- 4 • Unfortunately, SoCal Building recently came to learn that the value of its options
5 may be in jeopardy. SoCal Building learned, for example, that it had not been
6 given truthful information about the ownership of the Facilities. When SoCal
7 Building inquired further, it learned that the ownership of the Facilities was in fact
8 the subject of long-running lawsuit filed by a third-party that had never been
9 disclosed to SoCal Building.
- 10 • Around this same time, SoCal Building came to learn that Plaintiff Razuki –
11 whose name had never once come up during all of SoCal Building's discussions
12 and negotiations with the Defendants – also claimed an ownership interest in the
13 Facilities.
- 14 • More recently, the Defendants in this action have apparently decided to double-
15 down on their mischief, sending a letter to SoCal Building, purporting to
16 unilaterally terminate the Management Services and Option Agreements based on
17 a vague assertion that SoCal Building had somehow failed to make “contractually
18 agreed upon payments.”
- 19 • Then, taking matters into their own hands, the Defendants secretly changed the
20 locks on the Facility doors and the passwords/access codes for the Facility
21 security cameras and entries. When a SoCal Building employee arrived at one of
22 the Facilities for his regularly scheduled shift managing the business, he saw that
23 the Defendants had changed the name of the business and its signage, and had
24 brought in a new management team to replace SoCal Building.
- 25 • To this day, SoCal Building has been blocked from gaining access to the Facilities
26 or its books and records, so that SoCal Building has no idea as to the status of the
27 businesses into which it has invested and which it hopes to purchase pursuant to
28 its option rights.

1 As a result of the foregoing, SoCal Building has been left in an unacceptably tenuous
2 position requiring this Court's intervention.

3 **IV. ARGUMENT**

4 Section 387 of the Code of Civil Procedure establishes two tests for whether a non-party
5 may intervene into a litigation.

6 Under Section 387(d)(1)(B), intervention is mandatory where:

7 The person seeking intervention claims an interest relating to the
8 property . . . that is the subject of the action and that person is so
9 situated that the disposition of the action may impair or impede
10 that person's ability to protect that interest, unless that person's
11 interest is adequately represented by one or more of the existing
12 parties.

13 Even where this test is not met, intervention is still discretionary with the Court under
14 Section 387(d)(2) where "the person has an interest in the matter in litigation, or in the success of
15 either of the parties, or an interest against both."

16 SoCal Building seeks intervention both "as a matter of right" under Section 387(d)(1)(B)
17 and, alternatively, under the liberally construed rules of "permissive intervention" in section
18 387(d)(2).

19 **A. SoCal Building is Entitled to Intervene as a Matter of Right.**

20 A non-party is entitled as a matter of right to intervene in litigation if he "claims an
21 interest relating to the property . . . that is the subject of the action and that person is so situated
22 that the disposition of the action may impair or impede that person's ability to protect that
23 interest." *Code of Civil Procedure* ("CCP") § 387(d)(1)(B); *Cal. Physicians' Service v.*
24 *Superior Court of L.A. County* (1980) 102 Cal.App.3d 91, 96 (construing predecessor statute).
25 Where a prospective intervenor has a real interest in the property that is the subject of an action,
26 Section 387(b) *mandates* intervention as of right. *Lohnes v. Astron Computer Products* (2001)
27 94 Cal.App.4th 1150, 1153. The only exception to this rule is where the intervening party's
28 interest is adequately represented by existing parties. *Id.*; 387(d)(1)(B).

1 SoCal Building easily meets this standard and is therefore entitled to intervene as a matter
2 of right, for all the following reasons.

3 1. SoCal Building Claims an Interest in the Facilities that are the Subject of
4 this Action and is So Situated that the Disposition of this Action Will
5 Impede and Impair SoCal Building's Ability to Protect that Interest.

6 SoCal Building holds option rights to purchase the facilities whose current ownership and
7 control are in dispute in this action. In exchange for those option rights, SoCal Building agreed
8 to invest and has invested hundreds of hours of time and effort, and millions of dollars in money
9 and assets, into the Facilities.

10 The dispute between Plaintiff Razuki and the Defendants over current ownership and
11 control of the Facilities therefore directly affects SoCal Building's investment in the Facilities,
12 including both its ability to exercise its option rights in the future, and also its ability protect and
13 grow the value of the Facilities that are the subject of those option rights. Thus, for example, if a
14 temporary injunction is not imposed, and/or a receiver not instated, the Defendants are likely to
15 continue their recent conduct, extracting value out of the facilities for their own gain, and
16 otherwise diminishing the value of the Facilities, and thus the value of SoCal Building's option
17 rights to purchase the Facilities.

18 SoCal Building's option rights under the Management Services and Option Agreements
19 give SoCal Building a clear interest in the Facilities that are the subject of this action, and SoCal
20 Building's interest could be significantly impaired depending on the outcome of this action.
21 Intervention should therefore be ordered as a matter of right.

22 2. The Existing Parties to this Action do not Adequately Represent SoCal
23 Building's Interests.

24 It simply cannot be said that any of the current parties to this action would adequately
25 represent SoCal Building's interests in the Facilities.

26 *Defendants* clearly do not represent SoCal Building's interests, as they just recently
27 purported to terminate the Management Services and Option Agreements for the purpose of
28 preventing SoCal Building from exercising its option rights.

///

1 Plaintiff Razuki, meanwhile, is essentially a complete stranger to SoCal Building. More
2 importantly, Plaintiff Razuki was not a party to the Management Services and Option
3 Agreements, and it is entirely unclear whether he would honor the SoCal Building's option rights
4 under those contracts.

5 The only way for SoCal Building to protect its investment in the Facilities is to intervene
6 and participate in this lawsuit.

7 3. SoCal Building's Application to Intervene is Timely.

8 There is no hard and fast deadline for intervention; rather, courts have generally held that
9 intervention may be sought so long as there has been no "unreasonable delay in filing a petition
10 for leave to intervene." *In re Yokohama Specie Bank*, 86 Cal. App. 2d 545. In this case, SoCal
11 Building is seeking intervention within days after the complaint was filed. Clearly, there has
12 been no unreasonable delay – SoCal Building's application to intervene is timely.

13 . . .

14 For all these reasons, SoCal Building should be permitted to intervene in this action as a
15 matter of right pursuant to section 387(b) of the Code of Civil Procedure.

16 B. **In the Alternative, SoCal Requests "Permissive Intervention" under C.C.P. §**
17 **387(d)(2).**

18 If the Court does not grant intervention as a matter of right, it should grant permissive
19 intervention pursuant to Section 387(d)(2), since SoCal Building "has an interest in the matter in
20 litigation, or in the success of either of the parties, or an interest against both." Code Civ. Proc. §
21 387(d)(2); *Lindelli v. Town of San Anselmo* (2006) 139 Cal.App.4th 1499, 1505; *Lincoln Nat.*
22 *Life Insurance Co. v. State Board of Equalization* (1994) 30 Cal.App.4th 1411, 1423.

23 Trial courts have discretion to allow a party to intervene under Section 387(d)(2) where
24 (1) the intervenor has a direct and immediate interest in the action; (2) the intervention will not
25 enlarge the issues in the litigation; (3) the reasons for intervention outweigh any opposition by
26 the parties presently in the action; and (4) the proper procedures have been followed. *Royal*
27 *Indemnity Co. v. United Enterprises, Inc.* (2008) 162 Cal.App.4th 194, 203.

28 SoCal Building's request to intervene satisfies each of these elements.

1 1. SoCal Building has a Direct and Immediate Interest in this Action.

2 For the purposes of permissive intervention, a “direct and immediate interest” exists
3 when “the moving party will either gain or lose by the direct legal operation and effect of the
4 judgment.” *Lindelli*, supra, 139 Cal.App.4th at 1505; *La Mesa and Spring Valley Irrigation*
5 *District v. J.H. Halley* (1925) 195 Cal.739, 741.)

6 As discussed herein, SoCal Building’s option rights under the Management Services and
7 Option Agreements give SoCal Building a direct and immediate interest in the Facilities that are
8 the subject of the current action.

9 2. SoCal Building’s Intervention will not Significantly Enlarge the Issues to
10 be Resolved in this Action.

11 The subject matter of this action is at its essence a dispute over the ownership and control
12 of the Facilities, and the Defendants’ fraudulent conduct in attempting to steal control from
13 Plaintiff Razuki. SoCal Building’s proposed complaint-in-intervention is essentially the “mirror
14 image” of those same claims.

15 As but one example, Plaintiff Razuki presents as key evidence of the Defendants’ fraud
16 the fact that the Defendants concealed Plaintiff Razuki’s ownership in the Facilities from SoCal
17 Building. This exact same fact – that the Defendants failed to disclose Plaintiff Razuki’s claim
18 of ownership of the Facilities – also contributes to SoCal Building’s fraud claim against the
19 Defendants.

20 Likewise, Plaintiff Razuki alleges that in the past week Defendant Malan secretly
21 withdrew money from their joint account, without Plaintiff Razuki’s consent, for Defendant
22 Malan’s own use, and on this basis prays for relief in the form of an injunction freezing all bank
23 accounts and the installation of a receiving to take control of the Facilities’ activities. SoCal
24 Building, meanwhile, alleges nearly identical facts concerning Defendant Malan’s recent
25 activity, and also prays for an injunction and receiver to prevent any further malfeasance by
26 defendant Malan and his cronies.

27 In these ways and others, Plaintiff Razuki’s complaint and SoCal Building’s complaint-
28 in-intervention are essentially telling the same story from two different perspectives; and they are

1 seeking nearly identical relief against the Defendants. Intervention should therefore be
2 permitted.

3 3. SoCal Building's Reasons for Intervention Outweigh any Potential
4 Opposition by the Parties Presently in the Action.

5 For all the reasons set forth herein, SoCal Building's reasons for intervening in this action
6 are both numerous and substantial. By contrast, none of the current parties to this action has any
7 legitimate reason to oppose intervention.

8 Plaintiff Razuki is already aware of SoCal Building's intention to intervene, and does not
9 oppose it. Rothenberg Dec. ¶ 3.

10 Defendants, meanwhile, face a lawsuit from SoCal Building one way or another. To
11 oppose intervention in this instance would serve only to increase Defendants' litigation costs by
12 forcing them to fight on two separate fronts. The facts and issues in dispute in the current action
13 between Plaintiff Razuki and the Defendants overlap substantially with those that will be raised
14 by SoCal Building, creating efficiencies that, if anything, inure to the Defendants' own benefit.

15 The balancing of interests in this case tips decisively in favor of intervention.

16 4. SoCal Building has Followed the Proper Procedures.

17 Section 387 of the Code of Civil Procedure establishes the procedures for intervention.
18 An intervenor must (1) seek leave of court; (2) submit a proposed complaint-in-intervention;
19 which (3) states the grounds upon which intervention rests; and (4) serve the intervention papers
20 on all the parties who have appeared in the action.

21 SoCal Building has followed each of these procedures and, as such, the Court can and
22 should grant this Motion.

23 C. **Granting the Requested Relief on an *Ex Parte* Basis is Appropriate and**
24 **Necessary Under the Circumstances.**

25 "A nonparty shall petition the court for leave to intervene by noticed motion or ex parte
26 application." Code Civ. Proc. § 387(c). See also *Adoption of Lenn E.*, 182 Cal. App. 3d 210,
27 227 (1986) (application for leave to intervene may be made and granted on an ex parte basis).

28 In this instance, SoCal Building's application on an *ex parte* basis, rather than on noticed
motion, is not only permitted, but it is in fact critical for the protection of SoCal Building's

1 rights. Plaintiff Razuki advised that he intended to make a separate *ex parte* application on this
2 date for a preliminary injunction, temporary restraining order, and appointment of a receiver –
3 and SoCal Building could not have participated in the hearing on that application unless it first
4 requested and received leave to intervene.

5 “Good cause” therefore exists for the requested relief to be granted *ex parte*.

6 **V. CONCLUSION**

7 For the foregoing reasons, Plaintiffs-in-Intervention respectfully request that the Court
8 grant this Application for Leave to Intervene and to file a Complaint-in-Intervention.

9
10 Dated: July 16, 2018

NELSON HARDIMAN LLP

11 By: _____

12 Zachary Rothenberg
13 Attorneys for Plaintiffs-in-Intervention
14 SoCal Building Ventures, LLC
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DECLARATION OF ZACHARY ROTHENBERG

I, Zachary Rothenberg, declare as follows:

1. I am an attorney at law, duly licensed to practice in the State of California. I am a partner in the law firm of Nelson Hardiman LLP, counsel of record for Plaintiffs-in-Intervention SoCal Building Ventures, LLC and San Diego Building Ventures, LLC (collectively, "SoCal Building") in this action. I make this Declaration in support of the SoCal Building's *Ex Parte* Application for Leave to File Complaint-in-Intervention.

2. Attached hereto as Exhibit A is a true and correct copy of SoCal Building's proposed Complaint-in-Intervention.

3. On July 12, 2018, I participated in a conference call with counsel for Plaintiff Salam Razuki, during which we advised that SoCal Building intended to intervene in this action. Counsel for Plaintiff Razuki confirmed that he did not oppose intervention.

4. On July 16, 2018, before 10 a.m., I sent via email to counsel for both Plaintiff Razuki and the Defendants *ex parte* notice setting forth the date, time, and place of the hearing on this application, the relief being sought, and the basis therefore, and inquiring whether any party intended to appear and/or oppose the application. I have been advised that Plaintiff Razuki's counsel intends to appear, but not to oppose this Application. I received no response from counsel for the Defendants. A true and correct copy of my letter is attached hereto as Exhibit B.

Executed this 16th day of July, 2018, at Los Angeles, California.


Zachary Rothenberg

EXHIBIT A

Robert E. Fuller (SB 171770)
Zachary E. Rothenberg (SBN 215404)
Salvatore J. Zimmitti (SBN 245678)
NELSON HARDIMAN LLP
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Attorneys for Plaintiffs-in-Intervention
SOCAL BUILDING VENTURES, LLC AND SAN
DIEGO BUILDING VENTURES, LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO - CENTRAL COURTHOUSE

SALAM RAZUKI, an individual, ,

Plaintiff,

v.

NINUS MALAN, et al.,

Defendants.

AND RELATED COMPLAINT-IN-
INTERVENTION

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

**[PROPOSED] COMPLAINT-IN-
INTERVENTION FOR:**

- (1) BREACH OF CONTRACT
- (2) BREACH OF IMPLIED COVENANT
- (3) FRAUD AND DECEIT
- (4) CONVERSION
- (5) INJUNCTION
- (6) APPOINTMENT OF RECEIVER
- (7) DECLARATORY RELIEF

INTRODUCTION

1. Plaintiffs-in-Intervention SoCal Building Ventures, LLC and San Diego Building Ventures, LLC (hereinafter collectively referred to as "Plaintiff") are apparently just one of the latest victims of Defendants' fraudulent business schemes. Plaintiff, like others unfortunate enough to have crossed paths with Defendant Ninus Malan and the other Defendants, was induced to divest extensive money and/or personal property based on false promises and active concealment of facts by Defendants. In Plaintiff's case, Defendants induced Plaintiff to enter into a series of contracts and future options to real and other properties that Defendants had no intention of honoring.

2. As a professional liar, Malan and the other Defendants with whom he conspires had a plan. They would lure Plaintiff into parting with large sums of money and personal property investing into three local properties and related businesses, based on the promise of contractual option rights to purchase those properties and businesses in the future -- all the while secretly knowing that they would never actually allow any of the options to be exercised. First, Defendants would belatedly disclose third-party claims to ownership of the subject properties that, Defendants imagined, would scare Plaintiff away from exercising the options. Or alternatively, if Plaintiff chose not to walk away in the face of these belated disclosures, Defendants would manufacture some pretextual ground under the contracts to otherwise "kill" the deal before Plaintiff could actually exercise the options.

3. Whatever Defendants' reasons for wanting to ultimately invalidate their promises, Plaintiff has not gone for the "bait." Plaintiff has thus far upheld its end of the bargain and stands ready to continue do so. Accordingly, Plaintiff hereby seeks specific performance of the contracts, notwithstanding Defendants' breaches and fraudulent scheme to invalidate them.

4. Plaintiff therefore requests that it be permitted to intervene in this action, that an injunction be issued, and that a receiver be appointed so that the real and other property that is the subject of the contracts will be preserved and protected to the fullest extent of the law pending a resolution of the various third party claims of ownership to such properties.

THE PARTIES

5. Plaintiff SoCal Building Ventures, LLC ("SBV") is a Delaware limited liability company that does business in the State of California, with a principal place of business in the County of Los Angeles, State of California.

6. Plaintiff San Diego Building Ventures, LLC ("SDBV") is a Delaware limited liability company that does business in the State of California, with a principal place of business in the County of Los Angeles, State of California.

7. Defendant San Diego Holdings Group, LLC ("SDHG") is a California limited liability company organized under the laws of the State of California, with a principal place of business in the County of San Diego, State of California.

1 8. Defendant Balboa Ave Cooperative ("Balboa") is a California cooperative
2 corporation organized under the laws of the State of California, with a principal place of business
3 in the County of San Diego, State of California.

4 9. Defendant Mire Este Properties, LLC ("Mire Este") is California limited liability
5 company organized under the laws of the State of California, with a principal place of business
6 in the County of San Diego, State of California,

7 10. Defendant Roselle Properties, LLC ("Roselle") is a California limited liability
8 company organized under the laws of the State of California, with a principal place of business
9 in the County of San Diego, State of California.

10 11. Defendant Chris Hakim ("Hakim") is an individual residing in the County of San
11 Diego, State of California.

12 12. Defendant Ninus Malan ("Malan") is an individual residing in the County of San
13 Diego, State of California

14 13. Defendant Monarch Management Consulting, Inc. ("Monarch") is a California
15 corporation organized under the laws of the State of California, with a principal place of business
16 in the County of San Diego, State of California. Plaintiff is informed and believes that Hakim
17 and Malan are shareholders of Monarch.

18 14. Defendant California Cannabis Group ("Cannabis Group") is a California
19 nonprofit mutual benefit corporation organized under the laws of the State of California, with a
20 principal place of business in the County of San Diego, State of California.

21 15. Defendant Devilish Delights Inc. ("Devilish Delights") is a California nonprofit
22 mutual benefit corporation organized under the laws of the State of California, with a principal
23 place of business in the County of San Diego, State of California.

24 16. The true names or capacities, whether individual, corporate, associate, or
25 otherwise, of defendant Does 1 through 20, inclusive, are unknown to Plaintiff, who therefore
26 designates those defendants by these fictitious names. Each of the defendants sued herein as a
27 Doe is legally responsible in some manner for the events and happenings referred to and
28

1 proximately caused the injuries suffered by Plaintiff. Plaintiff will amend this Complaint to
2 allege the true names and capacities of these Does when the same becomes known to Plaintiff.

3 17. Plaintiff is informed and believe, and based thereon allege, that each of the
4 Defendants named above are alter egos of the other Defendants herein, have commingled assets,
5 have commingled business operations, have undercapitalized operations, have ignored corporate
6 formalities and have exercised such dominion and control over the operations of certain
7 Defendants that it would be unjust to permit such Defendants to avoid individual liability.

8 18. Plaintiff is further informed and believe, and based thereon allege, that a unity of
9 interest and ownership exists between the Defendants, that any individuality and separateness
10 between the Defendants have ceased, and that the Defendants are the alter egos of one another.
11 On information and belief, Plaintiff understands and believes that Defendants share the same
12 common ownership, place(s) of business, management, and operate as a single enterprise.

13 19. At all times relevant to the Complaint, Defendants conducted business in the
14 County of San Diego, State of California.

15 20. Defendants, and each of them, caused the acts about which Plaintiff complains to
16 occur in the Counties of San Diego and Los Angeles, State of California.

17 **FACTUAL ALLEGATIONS**

18 21. On or about October 17, 2017, Plaintiff entered into a Letter of Intent ("LOI")
19 with Defendants that contemplated transactions in which Plaintiff would manage, with the option
20 to acquire ownership in, four facilities (including their real property) for the purposes of
21 cultivating, distributing and/or selling commercial or medical cannabis: (1) the "Mira Facility,"
22 a 16,000 square foot facility located at 9212 Mira Este Court, San Diego, CA 92126; (2) the
23 "Roselle Facility," a 4,000 square foot facility located at 10685 Roselle Street, San Diego, CA
24 92121, (3) the "Balboa Facility," located at 8863 Balboa Ave., Suite E, San Diego, CA 92123,
25 and (4) the "Sunrise Facility," located at 3385 Sunrise Street, San Diego.

26 22. Plaintiff's entry into the LOI was premised on its desire for transactions including
27 *all four* of the aforementioned facilities. However, Plaintiff was ultimately able to enter into
28 definitive agreements for only three. No agreement could be reached for the Sunrise Facility, and

1 in retrospect, the reason why the Sunrise Facility was excluded from the deal is instructive to
2 understanding Defendants' larger fraudulent scheme and pattern of fraudulent business practices
3 which, unfortunately, only became apparent to Plaintiff long after definitive agreements were
4 executed.

5 23. The LOI as it concerned the Sunrise Facility expressly represented to Plaintiff that
6 Defendants Mira Este, Cannabis Group, Devilish Delights, Monarch, and Roselle (collectively
7 referred to in the LOI as "Mira") "own[ed] 30% of a fully built out dispensary," and that upon
8 Plaintiff's purchase of an interest in such dispensary, the parties would form a new limited
9 liability company "in which ...[Plaintiff] will own a 66.7% membership interest[.]"

10 24. Despite this unequivocal statement of ownership in the Sunrise Facility by
11 Defendants, Plaintiff ultimately learned that this representation was completely and utterly false.
12 In actuality, Defendants owned exactly zero percent of the Sunrise Facility, and therefore had no
13 power to enter into any agreement with Plaintiff respect to its management or ownership. As
14 Plaintiff would come to learn, Defendants were hoping to *gain* control of the Sunrise Facility
15 from "other partners" by causing the failure of certain "covenants," which was unsuccessful.
16 Plaintiff, who at the time did not know the extent of Defendants' fraudulent scheme, was
17 shocked by Defendants' blatant misrepresentation that they had owned the Sunrise Facility, but
18 at the time believed that Defendants had been mistaken, that the truth had finally been told, and
19 that they could now proceed with executing definitive agreements for the remaining three
20 facilities.

21 25. On or about January 2, 2018, Plaintiff entered into the: (1) Management Services
22 and Option Agreement with Defendants Balboa, SDHG, Monarch, Hakim and Malan (the
23 "Balboa Agreement"); (2) the Management Services and Option Agreement with Defendants
24 Cannabis Group, Devilish Delights, Mira Este, Hakim and Malan (the "Mira Este Agreement");
25 and (3) the Management Services and Option Agreement with Defendants Roselle, Hakim, and
26 Malan (the "Roselle Agreement") (collectively, the "Agreements").

27 26. The Agreements are substantially similar in that they each entitle Plaintiff to
28 provide various managerial, financial, administrative, and operational services for the facilities in

1 exchange for, in part, a portion of the facilities' profits and a valuable option to acquire a 50%
2 ownership interest in the facilities at specified purchase prices (the "Options"), for which
3 Plaintiff was obligated to pay and did pay the nonrefundable sum of \$225,000.

4 27. The absolute deadline for Plaintiff to exercise the Options under each Agreement
5 was set for July 1, 2018; however, the Options under the Mire Este and Roselle Agreements were
6 different, and became effective only upon an express condition precedent. Specifically, these
7 agreements provided that the deadlines to exercise the Options for Mire Este and Roselle
8 facilities would be tolled and begin to run only upon the granting of the facility's respective CUP
9 "to the [Plaintiff's] satisfaction."

10 28. Pursuant to the Agreements, Plaintiff is obligated to pay various one-time and
11 recurring sums to Defendants; this included specified monthly payments to Monarch, Balboa and
12 other Defendants.

13 29. The Agreements specify that "[a]ll net income, revenue, cash flow, and other
14 distributions from Operations will be held by [Plaintiff] as a Management Fee, subject to
15 [Plaintiff's] further obligation to make payments and pay rent and expenses as otherwise
16 provided herein." To facilitate Plaintiff's receipt and distribution of money in connection with
17 its billing and other financial responsibilities, the Agreements provide that Plaintiff would set up
18 a "Manager's Account," and that Defendants "will not take any action that interferes with the
19 transfer of funds to or from Manager's Account, nor will Company or its agents remove,
20 withdraw or authorize the removal or withdrawal of any funds from the Manager's Account for
21 any purpose."

22 30. Of particular importance to Plaintiff when entering into the Agreements were
23 various "Representations and Warranties of Company" concerning Defendants' ownership of
24 and control over the Facilities and their authority to enter into these agreements, including that:

- 25 a. Defendants "ha[ve] full power, authority and legal right to execute, perform and
26 timely observe all of the provisions of [the Agreement]";
27 b. "Th[e] Agreement constitutes a valid and binding obligation of [Defendants] and
28 does not and will not constitute a breach of or default...or the terms, conditions,

1 or provisions of any law...agreement, or instrument to which [any Defendant] is a
2 party or by which it or any of its assets is bound or affected”;

3 c. Defendants are “the sole owner of the real property on which the Facility is
4 located and is the sole owner of the improvements comprising the Facility and all
5 real and personal property located therein. [Defendants] ha[ve] full power,
6 authority and legal right to own such real and personal property.”

7 d. “There is no litigation or proceeding pending or threatened against [any
8 Defendant] that could reasonably be expected to adversely affect the validity of
9 this Agreement or the ability of [Defendants] to comply with its obligations under
10 this Agreement.”

11 31. The Agreements each include 20-year terms of duration, subject to earlier
12 termination upon (1) mutual consent, (2) termination by Plaintiff in the event that any CUP or
13 local or state approval or permission or license is not obtained, or (3) termination by Defendants
14 upon Plaintiff’s failure to make any required payments under the Agreements, *provided* that such
15 failure has gone uncured for “twenty-five (25) days” following written “notice to [Plaintiff] by
16 Company and/or Old Operators.”

17 32. Considering the lengthy contract period set forth in the Agreements and the
18 substantial sums and extensive time and effort that Plaintiff needed to invest in the facilities, the
19 Agreements contained additional provisions precluding unilateral, summary termination.
20 Specifically, in addition to limiting each party’s ability to unilaterally terminate the Agreements
21 for the aforementioned events or specified causes above and with a cure period, the Agreements
22 also contain a broad “Dispute Resolution” process which is triggered whenever there is “any
23 disagreement, dispute or claim arises among the Parties hereto with respect to the enforcement or
24 interpretation of this Agreement or any specific terms and provisions...or with respect to
25 whether an alleged breach or default hereof has or has not occurred[.]” Upon any such
26 “Dispute,” the Agreements obligate the parties to:

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- a. Meet and confer in San Diego County to discuss the Dispute “in good faith” and within “five (5) days following the other Parties’ receipt of the Dispute Notice in an attempt to resolve the Dispute;
- b. If the parties are unable to resolve the Dispute within 10 days following the receipt of the Dispute Notice, “then the parties shall attempt in good faith to settle the Dispute through nonbinding mediation under within 30 days of delivery of the initial Dispute Notice; and
- c. For any Dispute which cannot be resolved by the Parties as outline above, the Dispute shall be resolved by final and binding arbitration in San Diego County.

33. Plaintiff, for its part, at all times performed under the Agreements, diligently and in good faith, and sank approximately \$2.6 million into carrying out Plaintiff’s managerial, financial and administrative duties, and to help ensure the long-term viability of the facilities for which Plaintiff held the Options.

34. In or around May 2018, however, Plaintiff discovered that the true ownership of the facilities and hence the value and legitimacy of its Options may be in jeopardy. This is because Plaintiff learned that Defendants had failed to disclose critical facts that put into question Defendants’ representations that they are in fact the sole owners of the facilities (including the associated real and personal property) that are the subject of the Agreements and Options.

35. Given its concern about the viability of the Options and legitimacy of the transactions set forth in the Agreements, counsel for Plaintiff on May 24, 2018 sent a letter to Defendants Malan and Hakim and requested various informational and diligence items as soon as possible so that Plaintiff could try and confirm for themselves the status of Defendants’ representations of ownership and title with respect to the Balboa, Mira Este and Roselle facilities. Among other things, Plaintiff requested evidences of any and all liens and encumbrances, federal and California tax returns filed pertaining to properties, and any notices of, and any documentation related to, litigation or disputes relevant to any of the facilities.

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1 36. On June 1, 2018, counsel for Defendants responded by letter and promised to
2 “start gathering the requested documentation” Plaintiff had requested in the May 24, 2018 letter.

3 37. In or around June 2008, contrary to the Representations and Warranties in the
4 Agreements set forth above, Plaintiff was informed for the first time by Defendant Malan that a
5 pending lawsuit existed, *San Diego Patients Cooperative Corporation, Inc. et al. v Razuki*
6 *Investments, L.L.C., et al* (Case No. 37-2017-00020661-CU-CO-CTL), filed roughly one year
7 earlier on June 7, 2017 in which Malan (along with others) was named as a Defendant and in
8 which a claim of ownership was being made to the Balboa Facility by a third party. Plaintiff was
9 stunned by this bombshell and its timing could hardly have been worse, since Plaintiff was
10 obligated to exercise its Option in the Balboa Facility by no later than July 1, 2018 and, unlike
11 the other Agreements, the Balboa Option deadline would *not* be tolled pending the receipt of a
12 CUP.

13 38. On June 19, 2008, by letter dated same, Malan purported to formally notify
14 Plaintiff of the *San Diego Patients Cooperative* case, but did not furnish Plaintiff the actual
15 complaint nor provide any further information regarding the merits of that case. In this letter,
16 Malan offered to toll the deadline to exercise the Balboa Option (that facility only) to 15 days
17 following written notice that this lawsuit was privately settled or otherwise resolved.
18 Unfortunately, Malan had no intention of tolling anything, and this was not the last surprise in
19 store for Plaintiff.

20 39. Around the same time, Plaintiff came to learn that it was not only the Balboa
21 Facility that was the subject of a third party claim and pending civil dispute, but also the Mira
22 Este and Roselle facilities as well. Plaintiff was informed that “Salam Razuki” and “Razuki
23 Investments,” along with Malan, Balboa, SDGH, and Cannabis Group were also named
24 defendants in the *San Diego Patients Cooperative* case, and that Salam Razuki and/or Razuki
25 Investments was claiming ownership rights to all three facilities.

26 40. On June 22, 2018, Plaintiff sent a letter to Malan and Hakim and expressed
27 serious concern over the apparently colorable claims of ownership being made by various third
28 parties, now to all three of the facilities. Plaintiff explained that these claims implicated the

1 Representations and Warranties in each Agreement and created a “fog” over the title of the
2 properties that made Plaintiff’s determination whether or not to exercise the Options a potentially
3 futile exercise. Nevertheless, given the vast amount of time, money and resources that Plaintiff
4 had thus far expended, Plaintiff expressed hope that the issues concerning the title of the property
5 still might be resolved, and therefore requested that Defendants sign a tolling agreement to
6 suspend the Option deadline on each property pending a resolution of any and all claims by third
7 parties to the ownership and/or rights in all three of the properties. Unfortunately, Defendants
8 had no intentions of preserving any relationship and ignored Plaintiff’s reasonable request.

9 41. Instead, on July 10, 2018, the same day Salam Razuki filed the lawsuit *Salam*
10 *Razuki v. Ninus Malan et al* (Case No. 37-2018-00034229-CU-BC-CTL) claiming ownership of
11 all three facilities, counsel for Defendants sent a letter to Plaintiff purporting to unilaterally and
12 immediately terminate all three Agreements. Defendants did not provide any detail or
13 explanation in this letter, other than claiming abstractly that Plaintiff had failed to make
14 “contractually agree upon payments” and somehow failed to “manage as required.” The letter
15 concluded by threatening that Defendants were “investigating whether additional malfeasances
16 occurred.”

17 42. Counsel for Plaintiff responded to this letter the same day. Plaintiff informed
18 Defendants that their attempt to terminate the Agreements was invalid, and that their false
19 Representations and Warranties and intentional concealment of known claims to the facilities by
20 third parties represented a material breach of the Agreements. Defendants were also put on
21 notice that their ineffective termination of the Agreements constituted an actual, further breach
22 and repudiation of those contracts. Nevertheless, Plaintiff – having expended substantial time
23 and resources in performing under the Agreements to preserve its interest in the facilities and
24 valuable rights under the Options – concluded this letter by again indicating its desire to salvage
25 the deal, and warned Defendants not to act on their threat of terminating the Agreements.

26 43. Sadly, Defendants had no intention of honoring the Agreements’ termination and
27 dispute resolution provisions either, including the requirements to provide the requisite dispute
28 notice, cure period, and meet and confer process, among others. In fact, the day before this so-

1 called "termination" letter was sent, on July 9, 2018, Malan had already put in motion
2 Defendants' plan to "lock out" Plaintiff from all three facilities so that Plaintiff could not access
3 the cash at the three sites or the approximately \$1 million worth of equipment Plaintiff had
4 installed at the facilities, and which Defendants knew was Plaintiff's personal property alone.

5 44. By the morning of July 10, 2018, Defendants had already physically barred
6 Plaintiff from the Balboa and Mire Este facilities by, for example, changing the locks on the
7 doors and changed passwords/access codes for security cameras.

8 45. Plaintiff is informed and believes that Defendants at this time also put into action
9 their plan to "cover their tracks" by destroying the facilities' financial records, receipts, receipt
10 printers, barcode scanners, and point of sale tracking information that is critical to the facilities'
11 operations.

12 46. On the morning of July 11, 2018, for example, one of Plaintiff's employees,
13 James Holler, arrived at the Balboa Facility for his regularly scheduled shift. However, instead of
14 a usual day at work, there he found a number of people affiliated with *another* cannabis
15 dispensary called Golden State Greens, who were attempting to gain access to the facility.
16 Deeply confused, Holler tried to call Malan, but realized that Holler's phone number was being
17 blocked by Malan. Only after borrowing and using another person's phone was Holler able to
18 contact Malan, but Malan refused to provide any explanation as to what was occurring. Still
19 trying to make sense of this apparent "coup," Holler next spoke with Alexandra Clarke and
20 Maria Ortega, sales associates who he knew were close to Malan and were also scheduled to
21 work that day. Clarke and Ortega informed Holler that Malan had Clarke and Ortega to come to
22 the dispensary the afternoon of July 10, 2018 to take inventory and meet the "new management."

23 47. On July 11, 2018, the very next day after purporting to terminate the Agreements,
24 the Balboa Facility's interior was repainted and a new sign was placed in front of the building
25 that read "Golden State Balboa."

26 48. On July 13, 2018, Hakim and Malan entered the Mira Este and falsely claimed to
27 law enforcement on scene that Plaintiff's equipment - which is Plaintiff's own personal property
28 and Defendants knew was only to be used by Plaintiff in connection with its performance under

1 the Agreements - was that of Defendants. Law enforcement, rightfully confused, was
2 successfully misled by Defendants' blatantly false representations of ownership. Plaintiff is
3 informed and believes that Defendants have since removed and converted this and other money
4 and property at the Balboa and Mire Este facilities for their own use or the use of third parties.

5 **FIRST CAUSE OF ACTION**

6 (For Breach of Contract – Against All Defendants)

7 49. Plaintiff hereby repeats, repleads and incorporates by reference all paragraphs
8 alleged above as if fully set forth herein.

9 50. Plaintiff and Defendants entered into the Agreements.

10 51. Plaintiff performed all duties required under the Agreements, except to the extent
11 that its performance was excused by Defendants' material breaches of the Agreements and/or
12 conduct by Defendants or third parties that prevented Plaintiff's performance.

13 52. Defendants materially breached the Agreements by, among other things:

- 14 a. Failing to disclose material facts related to their representation of ownership (or
15 lack thereof) and pending and threatened litigation by third parties in which
16 claims were made to the ownership of the facilities that are the subject of the
17 Agreements;
- 18 b. Failing to allow Plaintiff to enter the facilities and perform its management
19 activities which were and remain vital toward preserving the value of the facilities
20 and, by extension, the value of its Options;
- 21 c. Taking control of Plaintiff's Manager Account and other monies and personal
22 property and equipment, and preventing Plaintiff's access to money that is and
23 belongs to Plaintiff;
- 24 d. Unilaterally installing a "new" management team and displacing Plaintiff; and
- 25 e. Stealing and converting Plaintiff's equipment, which is Plaintiff's personal
26 property and was to be used only by Plaintiff in connection with its performance
27 under the Agreements.

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53. Defendants also materially breached the Agreements and repudiated them by positively indicating, through their words and conduct, that they would no longer honor and perform under the Agreements and therefore honor the Options.

54. In addition, Defendants breached the Agreements by failing to provide the requisite written notice of an alleged breach, failing to provide the required 25 day cure period for any alleged default, and by failing to meet and confer and abide by the dispute resolution process that was set forth in each of the Agreements before terminating the Agreements.

55. As a direct and proximate result of the aforementioned breaches, lies and misconduct by Defendants, Plaintiff has been damaged, and continues to be damaged, in a sum to be determined at trial.

SECOND CAUSE OF ACTION

(For Breach of the Implied Covenant – Against All Defendants)

56. Plaintiff hereby repeats, repleads and incorporates by reference all paragraphs alleged above as if fully set forth herein.

57. Plaintiff and Defendants entered into the Agreements, which included an implied covenant of good faith and fair dealing that the parties would not do anything which would unfairly interfere with the rights of any other party.

58. The Agreements entitled Plaintiff to manage the facilities and the right to, if Plaintiff chose to, exercise the right to acquire an ownership interest in each of the facilities.

59. Defendants intentionally interfered with Plaintiff's right to manage the facilities and the right to exercise the Options by, among other things:

- a. Withholding and concealing material facts from Plaintiff concerning the true and actual ownership and control of the facilities and associated real, personal and other property;
- b. Failing to provide Plaintiff a reasonable extension of time to perform additional due diligence necessary to properly and intelligently exercise (or refrain from exercising) the Options, despite Defendants' fraudulent acts and omissions which directly caused such additional diligence to be necessary;

- c. Failing to provide the requisite written notice to Plaintiff and to engage in the dispute resolution process contemplated in the Agreements;
- d. Purporting to unilaterally terminate the Agreements in a manner contrary to the terms of the Agreements and by taking steps to do so even before such "termination";
- e. Barring Plaintiff from entering the facilities and installing a "new" manager of the facilities who may threaten the legitimacy and viability of the facilities and, hence, the value of Plaintiff's Options;
- f. Falsely claiming ownership to and stealing Plaintiff's personal equipment, which Defendants at all times knew and understood was to be used only by Plaintiff in connection with its performance under the Agreements; and
- g. Taking control of Plaintiff's Manager's Account, and seizing other monies that belonged to and is the property of Plaintiff.

60. As a direct and proximate cause of Defendants' breaches of the implied covenant, Plaintiff has suffered substantial damage in an amount to be proven at trial.

THIRD CAUSE OF ACTION

(For Fraud and Deceit – Against All Defendants)

61. Plaintiff hereby repeats, repleads and incorporates by reference all paragraphs alleged above as if fully set forth herein.

62. Defendants made numerous misrepresentations to Plaintiff, which Defendants knew were false when made; these representations include:

- a. Falsely claiming that they held any ownership interest in the Sunrise Facility;
- b. Falsely claiming and representing and warranting that no actual or threatened litigation existed which involved any claim of ownership or any lien or encumbrance on any of the three facilities;
- c. Falsely representing that Defendants were sole owners and held complete authority to sell or otherwise grant Plaintiff the right to manage and acquire ownership interests in the facilities under the Agreements and Options;

1 d. Falsely representing that they would gather additional due diligence items after
2 Plaintiff discovered and informed them of the material facts that were concealed
3 and which threatened Plaintiff's interests in the facilities; and

4 e. Falsely representing that they would toll the deadlines to exercise the Balboa
5 Option pending the resolution of any claim or dispute as to the ownership of this
6 facility by any third party.

7 63. Defendants intentionally concealed material facts from Plaintiff, despite owing a
8 duty to Plaintiff to truthfully inform Plaintiff of such facts and other relevant information
9 regarding the facilities, the Options and Agreements; these facts include, without limitation:

10 a. Concealing the fact that third parties had instituted and threatened litigation in
11 which they claimed ownership in the facilities;

12 b. Concealing the fact that the facilities were subject to actual or threatened liens,
13 claims, and other encumbrances which were pending and had not been resolved;

14 c. Concealing the fact that Defendants were planning on summarily and unlawfully
15 terminating the Agreements, barring Plaintiff from entering the facilities, and
16 installing a new management company, rather than performing under the
17 Agreements as Defendants had promised and pledged.

18 64. Defendants also made false promises to Plaintiff. Among other things, Defendants
19 falsely promised to abide by the terms of the Agreements and to grant Plaintiff the right to
20 manage the facilities and acquire an ownership interest in them, if Plaintiff so chose under the
21 Options.

22 65. Plaintiff is informed and believe that Defendants, despite entering the
23 Agreements, had no intention of honoring them and the promises they made therein at the time
24 they entered into the Agreements, and that Defendants instead had always desired to use and take
25 advantage of Plaintiff's money, resources, skill and diligence in managing the facilities, and then
26 to ultimately renege on their promises by summarily and unlawfully terminating the Agreements
27 so as to cut off Plaintiff's rights and benefits under the Agreements.

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1 66. The aforementioned actions caused and continue to cause severe damage to
2 Plaintiff and, because such conduct was done intentionally and fraudulently, Defendants acts
3 entitle Plaintiff to seek punitive, exemplary damages against Defendants.

4 **FOURTH CAUSE OF ACTION**

5 (For Conversion – Against All Defendants)

6 67. Plaintiff hereby repeats, repleads and incorporates by reference all paragraphs
7 alleged above as if fully set forth herein.

8 68. Plaintiff owns substantial money and property that was placed, deposited or
9 installed at or for the facilities.

10 69. At the Mire Este facility, Plaintiff has approximately \$1 million in equipment
11 installed alone. At the Balboa Facility, approximately \$150,000 in fixtures and equipment was
12 placed, in addition to over \$750,000 that was advanced for this facility's operations, \$60,000
13 deposited in a bank account, and over \$100,000 in a safe and ATM on site. These monies and
14 property are Plaintiff's, and were earned by and/or deposited or installed by Plaintiff for
15 Plaintiff's use only. Plaintiff made this clear to Defendants and Defendants at all times knew this
16 equipment was and remains Plaintiff's property.

17 70. Defendants are also destroying the facilities' financial records, receipts, receipt
18 printers, barcode scanners, and point of sale tracking information that is critical to the facilities'
19 operations.

20 71. Defendants intentionally and knowingly stole and converted Plaintiff's money,
21 property and equipment. As part of this theft, Defendants Malan and Hakim falsely represented
22 to law enforcement that this equipment was theirs, so that Defendants could obtain access to and
23 carry out such theft.

24 72. Defendants have and continue to refuse to return this money and property to
25 Plaintiff, despite Plaintiff's demands to return and restore it.

26 73. As a proximate cause of this theft and conversion, Plaintiff has been injured and
27 continues to be injured in an amount to be proven at trial.

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- c. Destroying the facilities' financial records, receipts, receipt printers, barcode scanners, and point of sale tracking information that is critical to the facilities' operations;
- d. Installing or using any other management company to manage or administrate any aspect of the facilities' operations, other than Plaintiff or, alternatively, a management company appointed by the receiver;
- e. Transferring, moving or tampering with any real, personal or intangible property of any kind related to or used by the facilities and their operations, except where necessary to permit access to the receiver;
- f. Collecting any money or property from any source that is related to the facilities or their operations; and
- g. Failing to turn over, return, restore, and release control over money, property, assets, licenses, accounts, approvals, checks, receivables, funds, and proceeds and other things that belong to or are related to Plaintiff or any of the facilities and their operations.

SIXTH CAUSE OF ACTION

(Injunction – Against All Defendants)

79. Plaintiff hereby repeats, repleads and incorporates by reference all paragraphs alleged above as if fully set forth herein.

80. As set forth above, presently, money and property is being stolen, diverted and secreted from Plaintiff by Defendants. In addition, the facilities, for which Plaintiff holds the Options and the right to manage them, are under the control of Defendants and the "new" management company who Defendants have wrongfully and fraudulently installed as part of their scheme to defraud Plaintiff. Plaintiff fears that this conduct and usurpation of Plaintiff's legitimate control will cause permanent, irreparable injury to the facilities and their lawful status and, hence, threatens to diminish or permanently destroy the value of Plaintiff's Options.

81. Unless Defendants are immediately enjoined from assuming any control over the facilities, the facilities' operations, and associated money and property related thereto, Plaintiff

1 will suffer great and irreparable harm, and will lose the value of its Options for which Plaintiff
2 expended substantial time, money and resources to maintain to preserve.

3 82. Accordingly, Plaintiff requests the Court to issue an injunction which:

- 4 a. Prohibits Defendants from accessing or withdrawing any money in Plaintiff's
5 Manager's account and monies placed in safes, ATMs, or other locations at any of
6 the facilities;
- 7 b. Prohibits Defendants from taking, destroying, selling or using any of Plaintiff's
8 equipment and fixtures that were installed at any of the facilities;
- 9 c. Prohibits Defendants from destroying the facilities' financial records, receipts,
10 receipt printers, barcode scanners, and point of sale tracking information that is
11 critical to the facilities' operations;
- 12 d. Prohibits Defendants from installing or using any other management company to
13 manage any aspect of the facilities, other than Plaintiff or, alternatively, a
14 management company appointed by the receiver;
- 15 e. Prohibits Defendants from transferring, moving or tampering with any real,
16 personal or other property of any kind related to or used by the facilities, except
17 where necessary to permit access to the receiver;
- 18 f. Prohibits Defendants from collecting any money or property from any source that
19 is related to the facilities or their operations; and
- 20 a. Orders Defendants to turn over, return, restore, and release control over money,
21 property, assets, licenses, bank accounts, approvals, checks, receivables, funds,
22 and proceeds and any other things that belong to or are related to Plaintiff or any
23 of the facilities and their operations.

24 **SEVENTH CAUSE OF ACTION**

25 (Declaratory Relief – Against All Defendants)

26 83. Plaintiff hereby repeats, repleads and incorporates by reference all paragraphs
27 alleged above as if fully set forth herein.

28 ///

1 84. An actual controversy has arisen and now exists between Plaintiff and Defendants
2 concerning their respective rights, duties, and interests under the Agreements and Options.

3 85. A judicial declaration is needed by the parties so that Plaintiff can determine its
4 rights and duties and obligations with respect to the Agreement and Options.

5 86. Plaintiff has and continues to suffer financially, and Plaintiff's future interests in
6 the facilities are now in jeopardy and unclear, and thus requires a judicial declaration by this
7 Court.

8 87. Plaintiff therefore desires and requests a determination by this Court with respect
9 to its rights and duties under the Agreements; specifically, that:

- 10 a. The Agreements remain in effect and have not been terminated by Defendants;
11 b. Plaintiff currently holds and continues to hold the Options, which entitle Plaintiff
12 to a 50 percent ownership in the facilities, pursuant to the terms of the
13 Agreements;
14 c. Plaintiff's deadline to exercise the Options are tolled pending the resolution of
15 any claims, liens or disputes with respect to the ownership and control of the
16 facilities that are inconsistent with Plaintiff's rights under the Agreements;
17 d. Money, equipment and property that Plaintiff has invested in the facilities
18 connection with its performance under the Agreements remains Plaintiff's
19 property, subject to and in accordance with the terms and conditions of the
20 Agreements;
21 e. Defendants have no right or authority under the Agreements to prevent Plaintiff
22 from continuing to manage the facilities, or to install any other management
23 company, besides Plaintiff; and
24 f. Defendants have materially breached the Agreements by fraudulently concealing
25 material facts and improperly terminating the Agreements and thereby preventing
26 Plaintiff from performing under them, which entitles Plaintiff to, among other
27 remedies, specific performance of the Agreement.

28 ///

PRAYER

WHEREFORE, Plaintiff prays for the following relief:

1. For specific performance of the Agreements and Options;
2. For damages in an amount to be proven at trial, including direct and consequential damages plus all applicable interest and costs;
3. For restitution and disgorgement of any ill-gotten profits obtained by Defendants;
4. For prejudgment interest;
5. For an award of attorneys' fees and costs incurred in this action, to the extent recoverable by law;
6. For an temporary, preliminary and permanent injunction;
7. For the appointment of a receiver;
8. For punitive damages in an amount sufficient to punish and deter Defendants from their willful and outrageous misconduct; and
9. For such other and further relief as the Court deems, appropriate, just and proper.

Dated: July 16, 2018

NELSON HARDIMAN LLP

By: 

Salvatore Zimmitti
Attorneys for Plaintiffs SOCAL
BUILDING VENTURES, LLC AND
SAN DIEGO BUILDING VENTURES,
LLC

EXHIBIT B

NELSON HARDIMAN
HEALTHCARE LAWYERS

ZACHARY E. ROTHENBERG

ZROTHENBERG@NELSONHARDIMAN.COM
FILE NO.: 4816-010

July 16, 2018

VIA E-MAIL

Steven A. Elia, Esq.
Law Offices of Steven A. Elia, APC
2221 Camino Del Rio South, Suite 207
San Diego CA 92108
steve@elialaw.com

David Jarvis, Esq.
Goria & Weber
1011 Camino Del Rio S., #210
San Diego, Ca 92108
davejarvisii@yahoo.com

Tamara Marie Leetham, Esq.
Austin Legal Group, APC
3990 Old Town Avenue, Suite A112
San Diego, CA 92110
tamara@austinlegalgroup.com

Re: *RAZUKI v. MALAN, et al*, Case No. 37-2018-00034229-CU-BC-CTL

NOTICE OF EX PARTE HEARING

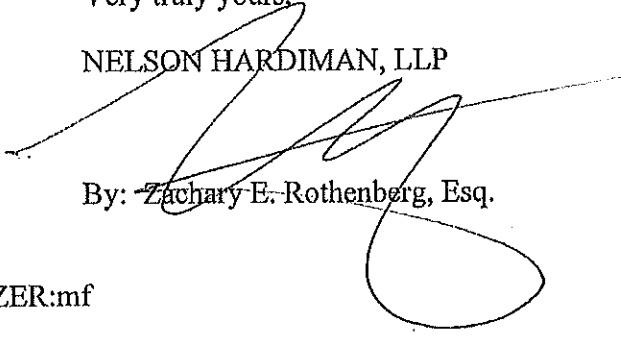
Dear Counsel:

My firm represents SoCal Building Ventures, LLC. Please take notice that we intend to appear on an *ex parte* basis on Tuesday, July 17, 2018, at 8:30 a.m. in Department 66 of the San Diego County Superior Court, Honorable Judge Kenneth Medel presiding, located at 330 West Broadway, San Diego, CA 92101, for leave to intervene in the pending action pursuant to section 387 of the Code of Civil Procedure, by filing a Complaint-in-Intervention.

Please let me know whether any of you intends to appear and/or oppose the application.

Very truly yours,

NELSON HARDIMAN, LLP

By:  Zachary E. Rothenberg, Esq.

ZER:mf

489296.1

NELSON HARDIMAN LLP
11835 WEST OLYMPIC BOULEVARD, SUITE 900
LOS ANGELES, CALIFORNIA 90064

Robert E. Fuller (SBN 171770)
Zachary E. Rothenberg (SBN 215404)
Salvatore J. Zimmitti (SBN 245678)
NELSON HARDIMAN LLP
11835 West Olympic Boulevard, Suite 900
Los Angeles, CA 90064
Telephone: (310) 203-2800
Facsimile: (310) 203-2727
ZRothenberg@NelsonHardiman.com

Attorneys for Plaintiffs-in-Intervention SoCal
Building Ventures, LLC and San Diego Building
Ventures, LLC

EXHIBIT B

FILED
Clerk of the Superior Court

JUL 17 2018

By: G. Mendoza, Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO - CENTRAL DIVISION

SALAM RAZUKI, an individual,

Plaintiff,

v.

NINUS MALAN, an individual;
MONARCH MANAGEMENT
CONSULTING, INC. a California
corporation; SAN DIEGO UNITED
HOLDING GROUP, LLC, a California
limited liability company; FLIP
MANAGEMENT, LLC, a California
limited liability company; MIRA ESTE
PROPERTIES, LLC, a California limited
liability company; ROSELLE
PROPERTIES, LLC, a California limited
liability company; and DOES 1-100,
inclusive,

Defendants.

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

(Assigned to: Hon. Judge Kenneth J. Medel,
Dept. C-66)

~~[PROPOSED]~~ ORDER RE: *EX PARTE*
APPLICATION TO FILE COMPLAINT-IN-
INTERVENTION

Action Filed: July 10, 2018

DATE: July 17, 2018
TIME: 8:30 a.m.
DEPT: C-66

Trial Date: None Set

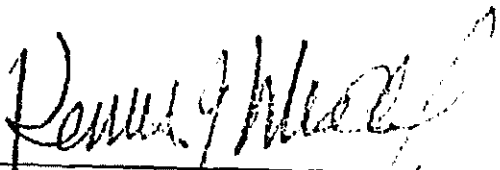
EXHIBIT B

[PROPOSED] ORDER RE: *EX PARTE* APPLICATION TO INTERVENE

1 The Court, having reviewed the *Ex Parte* Application of Plaintiffs-in-Intervention that
2 came before the Court on this date, July 17, 2018, including all other papers submitted in
3 connection therewith, having heard argument of counsel, and good cause appearing therefore:

4 **IT IS HEREBY ORDERED** that Leave is granted for Plaintiffs-in-Intervention to file
5 their Complaint-in-Intervention.

6
7 DATED: July 17, 2018

8 
9 JUDGE OF THE SUPERIOR COURT
10 ~~Kenneth J. McGee~~

Salvatore J. Zimmitti

From: Salvatore J. Zimmitti
Sent: Friday, August 03, 2018 11:43 AM
To: 'miles@grantandkessler.com'; 'gaustin@austinlegalgroup.com'; 'tamara@austinlegalgroup.com'; 'gfleming@fleming-pc.com'; 'GHansen@fleming-pc.com'
Cc: 'rgriswold@griswoldlawsandiego.com'; Robert Fuller; 'Calsur@aol.com'; Zachary Rothenberg
Subject: RE: Razuki v. Malan: - order re this morning's hearing
Attachments: 20L Rotovap - Finalized[3161].pdf; Cascade Oven[3165].pdf; Christian Security[3016].pdf; Cryos freezers.pdf; Estimate_1119_from_Delta_Separations_LLC-2[3020].pdf; Filtration A - Finalized[3162].pdf; Invoice_1183_from_West_Coast_Sight_and_Sound__8185799699[2924].pdf; Lab Society 4-25-18[3164] payment.pdf; lab society.pdf; Machine Receipts[3013].pdf; Miscellaneous Labware[3166].pdf; Mira este equipment.xlsx

Counsel,

Here is the inventory list (see Excel sheet) and backup for SoCal's equipment at the Mire Este facility. SoCal hereby demands that this equipment be turned over to it ASAP. We would appreciate your cooperation and hope that we can effectuate this return of SoCal's property without court intervention.

Regards,

SALVATORE J. ZIMMITTI | PARTNER
T 310.203.2807 | F 310.203.2727

NELSONHARDIMAN, LLP

11835 West Olympic Blvd, Suite 900 | Los Angeles, CA 90064

www.nelsonhardiman.com

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From: Salvatore J. Zimmitti
Sent: Thursday, August 02, 2018 1:25 PM
To: 'miles@grantandkessler.com'
Cc: 'rgriswold@griswoldlawsandiego.com'; 'gaustin@austinlegalgroup.com'; 'tamara@austinlegalgroup.com'; Robert Fuller; 'Calsur@aol.com'; 'gfleming@fleming-pc.com'; 'GHansen@fleming-pc.com'; Zachary Rothenberg
Subject: RE: Razuki v. Malan: - order re this morning's hearing

Dear Mr. Grant:

I am following up on your invitation below to resolve the issue of SoCal's equipment in good faith, and hopefully without the need for court intervention. We are currently gathering a list of the items and proof of ownership and hope to send this to you today or tomorrow, depending on how quickly we can gather the materials.

SALVATORE J. ZIMMITTI | PARTNER
T 310.203.2807 | F 310.203.2727

NELSONHARDIMAN, LLP

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From: Miles Grant <miles@grantandkessler.com>

Date: July 31, 2018 at 2:08:02 PM PDT

To: Richardson Griswold <rgriswold@griswoldlawsandiego.com>

Cc: Gina Austin <gaustin@austinlegalgroup.com>, "Leetham, Tamara" <tamara@austinlegalgroup.com>, Alex Cohen <alex@grantandkessler.com>, "George Fleming" <gffleming@fleming-pc.com>, Greg Hansen <GHansen@fleming-pc.com>, Mike <Calsur@aol.com>, Robert Fuller <rfuller@nelsonhardiman.com>, "Salvatore J. Zimmitti" <szimmitti@nelsonhardiman.com>

Subject: RE: Razuki v. Malan: - order re this morning's hearing

Richardson,

I appreciate your position and quick response. Right now, I don't know what equipment SoCal is trying to remove or who owns that equipment. But, I do know that SoCal has no right to remove anything at this time. If SoCal believes it is the owner of the equipment, it's counsel can email me its position and we will discuss and try to resolve in good faith. If not resolved, SoCal can always seek court intervention. What SoCal cannot do is use self-help to remove equipment from property owned by Mira Este.

We will agree not to transfer, encumber or remove any existing equipment from Mira Este and that is already in the proposed order. Accordingly, any equipment at Mira Este that might belong to SoCal will be preserved.

Please have the Receiver instruct SoCal to stand down and leave the Mira Este Premises.

Miles

Miles D. Grant, Esq.

GRANT & KESSLER, APC

1331 India Street

San Diego, CA 92101

Tel: 619-233-7078; Fax: 619-233-7036

Miles@grantandkessler.com

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From: Richardson Griswold <rgriswold@griswoldlawsandiego.com>

Sent: Tuesday, July 31, 2018 2:03 PM

To: Miles Grant <miles@grantandkessler.com>

Cc: Gina Austin <gaustin@austinlegalgroup.com>; Leetham, Tamara <tamara@austinlegalgroup.com>; Alex Cohen <alex@grantandkessler.com>; George Fleming <gffleming@fleming-pc.com>; Greg Hansen <GHansen@fleming-pc.com>; Mike <Calsur@aol.com>; Robert Fuller <rfuller@nelsonhardiman.com>; Salvatore J. Zimmitti <szimmitti@nelsonhardiman.com>

Subject: Re: Razuki v. Malan: - order re this morning's hearing

Miles,

Salvatore J. Zimmitti

From: Leetham, Tamara <tamara@austinlegalgroup.com>
Sent: Friday, August 03, 2018 2:13 PM
To: Miles Grant; Salvatore J. Zimmitti; Austin, Gina; gfleming@fleming-pc.com; GHansen@fleming-pc.com
Cc: rgriswold@griswoldlawsandiego.com; Robert Fuller; Calsur@aol.com; Zachary Rothenberg; Daniel T. Watts (dwatts@galuppolaw.com)
Subject: RE: Razuki v. Malan: - order re this morning's hearing

Salvatore,

As you know having been copied on numerous e-mails with the receiver, the receiver has "passed the buck" back to your client with respect to returning all information necessary to the Balboa and Mira Este operations including pass codes, cash, inventory, financial reports, etc. First, it is incredibly troubling that the receiver does not have this information and continues to direct us to ask you for it knowing the adversarial nature of the situation. I find it incredibly troubling that you demand return of property when you refuse to respond to our e-mails and also refuse to turn information over necessary to defendants' operations. Please immediately provide us this information or we will be forced to appear ex parte to ask Judge Strauss to order them produced. As you well know, this information is critical to the dispensary operations and your client's willful refusal to turn over such information (which should have been in the care of the receiver) has damaged and will continue to damage Balboa and Mira Este.

With respect to Mira Este, my client also has an interest in Mira Este, is a managing member, and is reviewing the information you e-mailed today. We have not had an opportunity to cross-check the Mira Este inventory with the list and confer with Mr. Hakim's counsel. We will do so early next week and respond accordingly.

Thank you,

Tamara

From: Miles Grant [mailto:miles@grantandkessler.com]
Sent: Friday, August 3, 2018 2:00 PM
To: Salvatore J. Zimmitti; Austin, Gina; Leetham, Tamara; gfleming@fleming-pc.com; GHansen@fleming-pc.com
Cc: rgriswold@griswoldlawsandiego.com; Robert Fuller; Calsur@aol.com; Zachary Rothenberg
Subject: RE: Razuki v. Malan: - order re this morning's hearing

Salvatore,

I will forward the list to my client Chris Hakim and get back to you promptly.

Miles

Miles D. Grant, Esq.
GRANT & KESSLER, APC
1331 India Street
San Diego, CA 92101
Tel: 619-233-7078; Fax: 619-233-7036

Miles@grantandkessler.com

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From: Salvatore J. Zimmitti <szimmitti@nelsonhardiman.com>

Sent: Friday, August 3, 2018 11:43 AM

To: Miles Grant <miles@grantandkessler.com>; gaustin@austinlegalgroup.com; tamara@austinlegalgroup.com; gflaming@flaming-pc.com; GHansen@flaming-pc.com

Cc: rgriswold@griswoldlawsandiego.com; Robert Fuller <rfuller@nelsonhardiman.com>; Calsur@aol.com; Zachary Rothenberg <zrothenberg@nelsonhardiman.com>

Subject: RE: Razuki v. Malan: - order re this morning's hearing

Counsel,

Here is the inventory list (see Excel sheet) and backup for SoCal's equipment at the Mire Este facility. SoCal hereby demands that this equipment be turned over to it ASAP. We would appreciate your cooperation and hope that we can effectuate this return of SoCal's property without court intervention.

Regards,

SALVATORE J. ZIMMITTI | PARTNER

T 310.203.2807 | F 310.203.2727

NELSONHARDIMAN, LLP

11835 West Olympic Blvd, Suite 900 | Los Angeles, CA 90064

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From: Salvatore J. Zimmitti

Sent: Thursday, August 02, 2018 1:25 PM

To: 'miles@grantandkessler.com'

Cc: 'rgriswold@griswoldlawsandiego.com'; 'gaustin@austinlegalgroup.com'; 'tamara@austinlegalgroup.com'; Robert Fuller; 'Calsur@aol.com'; 'gflaming@flaming-pc.com'; 'GHansen@flaming-pc.com'; Zachary Rothenberg

Subject: RE: Razuki v. Malan: - order re this morning's hearing

Dear Mr. Grant:

I am following up on your invitation below to resolve the issue of SoCal's equipment in good faith, and hopefully without the need for court intervention. We are currently gathering a list of the items and proof of ownership and hope to send this to you today or tomorrow, depending on how quickly we can gather the materials.

SALVATORE J. ZIMMITTI | PARTNER

T 310.203.2807 | F 310.203.2727

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Salvatore J. Zimmitti

From: Austin, Gina <gaustin@austinlegalgroup.com>
Sent: Wednesday, August 08, 2018 4:14 PM
To: Salvatore J. Zimmitti
Subject: RE: sales receipts and invoices

Confirmed.

Gina M. Austin

AUSTIN LEGAL GROUP, APC | 3990 Old Town Ave., Ste A112, San Diego, CA 92110 |
Ofc: 619-924-9600 | Cell 619-368-4800 | Fax 619-881-0045

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From: Salvatore J. Zimmitti [<mailto:szimmitti@nelsonhardiman.com>]
Sent: Tuesday, August 7, 2018 5:18 PM
To: Austin, Gina; Leetham, Tamara
Cc: Robert Fuller; Zachary Rothenberg
Subject: RE: sales receipts and invoices

Counsel,
Can you please confirm receipt of this package?

SALVATORE J. ZIMMITTI | PARTNER
T 310.203.2807 | F 310.203.2727
NELSONHARDIMAN, LLP
11835 West Olympic Blvd, Suite 900 | Los Angeles, CA 90064
www.nelsonhardiman.com

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From: Salvatore J. Zimmitti
Sent: Thursday, August 02, 2018 1:31 PM
To: gaustin@austinlegalgroup.com
Cc: Robert Fuller; Zachary Rothenberg; tamara@austinlegalgroup.com
Subject: sales receipts and invoices

Ms. Austin:

I want to inform you that SoCal is overnighting to your attention (signature requested) sales receipts and invoices from January – July 2018. The package is going to Austin Law Group by US Postal Priority Express - Tracking # EL 886114582.

SALVATORE J. ZIMMITTI | PARTNER

T 310.203.2807 | F 310.203.2727

NELSONHARDIMAN, LLP

11835 West Olympic Blvd, Suite 900 | Los Angeles, CA 90064

www.nelsonhardiman.com

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