

ARIZONA COURT OF APPEALS
DIVISION ONE

EOM&D MANAGEMENT, LLC, et al.,

Plaintiffs/ Appellees,

v.

ANDREW LEE, et al.,

Defendants/ Appellants.

Court of Appeals
Division One
No. 1 CA-CV 23-0155

Maricopa County
Superior Court
No. CV2017-055732

**PLAINTIFFS/APPELLEES EOM&D MANAGEMENT LLC; EDWARD
KIRK, DDS; AND OLIVIA KIRK'S ANSWERING BRIEF AND
APPENDIX**

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INTRODUCTION

This appeal ostensibly concerns whether a trial court properly exercised its discretion to sanction a litigant who repeatedly lied to the other parties and the court, and about whether a party who agreed to make certain payments must make those payments.

But this appeal is really about whether the appellant has done the work necessary to obtain any relief on appeal. The appellant did not supply the transcripts from the trial court. The opening brief barely cites the record or legal authorities and does not seriously address all of the various bases the trial court gave for the rulings.

On the merits, the superior court acted well within its discretion in sanctioning a party who filed false declarations and engaged in other sanctionable conduct. And the court properly imposed individual liability on a party who signed a purchase agreement in his individual capacity in which he agreed to make specific payments.

The Court should affirm.

STATEMENT OF FACTS AND CASE*

I. Factual background.

A. In 2015, Mr. Lee purchased MMJ.

This dispute arises out of a fight for ownership and control of a medical marijuana dispensary. [IR-991 at 1-2 ([APP198-99](#)).] MMJ Apothecary is a not-for-profit partnership formed by Dr. Edward Kirk, Olivia Kirk, Michael Lewis, and David Echeverria to operate a medical marijuana dispensary in Wickenburg, Arizona. [*Id.* at 2, ¶¶ 1, 6 ([APP199](#)).] Dr. Kirk and others also formed EOM&D Management, LLC as the for-profit management company of MMJ. [*Id.* at 2-3, ¶¶ 7-8 ([APP199-200](#)).]

In 2015, Andrew Lee, Johny Namroud, Ramina Ishac, and Roula Harris purchased MMJ from Dr. Kirk and others for \$3.7 million, paying \$1.2 million upfront and financing \$2.5 million through EOM&D. [*Id.* at 3-4, ¶¶ 17, 24-25, 28 ([APP200-01](#)).] Mr. Lee and others also formed Wicken Cure, LLC as the for-profit management company of MMJ. [*Id.* at 5, ¶ 34 ([APP202](#)).]

* Selected record items cited are included in the Appendix attached to the end of this brief, cited by page numbers (e.g., [APP233](#)), which also match the PDF page numbers and function as clickable links. Other record items are cited with “IR-” followed by the record number.

B. Wicken Cure and Mr. Lee were required to make monthly payments.

Mr. Lee and others signed a purchase agreement to buy MMJ. [Tr. Ex. 5 ([APP285](#)).] Under § 11 of the purchase agreement, Mr. Lee and others agreed to make monthly payments to Dr. Kirk and others for the purchase price: “In accordance with the terms of the Note, PC shall remit to the Partners the sum of Fifty Thousand (\$50,000.00) per month, commencing on November 1, 2015 and on the first of the month thereafter until the balance of Two Million Five Hundred Thousand (\$2,500,000.00) is paid in full.” [*Id.* at § 11 ([APP292](#)).] The purchase agreement defines PC as “Andrew Lee, Ramina Ishac and Roula Harris, Johny Namroud.” [*Id.* at 1 ([APP285](#)).] Mr. Lee and others signed the purchase agreement in their individual capacities. [*Id.* at 25 ([APP309](#)).]

Wicken Cure also executed a promissory note promising to make monthly payments on the \$2.5 million loan:

[T]he undersigned Maker, *Wicken Cure, LLC*, an Arizona limited liability company, (herein referred to as “Maker”), *promises to pay* to the order of EOM&D Management LLC, an Arizona limited liability company, (hereinafter sometimes referred to as “Payee”), *the full sum of Two Million Five Hundred Thousand Dollars (\$2,500,000.00), together with interest at the rate of approximately 7.42% per annum, from November 1, 2015, until paid in full, payable as follows: Commencing with the first payment*

in the amount of Fifty Thousand Dollars (\$50,000.00) on November 1, 2015, and continuing thereafter on the first day of each calendar month of the next fifty-nine (59) successive months, a total of sixty (60) monthly payments, each in the amount of \$50,000.00.

[Tr. Ex. 6 at 1 ([APP313](#)) (emphases added).] Mr. Lee and others signed the promissory note as members of Wicken Cure. [*Id.* at 3 ([APP314](#)).]

The promissory note is secured by a pledge agreement. [Tr. Ex. 3 ([APP279](#)).] Wicken Cure and its members granted EOM&D a membership interest in Wicken Cure until the \$2.5 million loan is paid in full:

Pledgor [Wicken Cure and its members] hereby grants a security interest to the Pledgee [EOM&D] in his entire Membership Interest in Wicken Cure, L.L.C. ... Pledgee shall hold the pledged Membership Interest as security for the payment of the Promissory Note(s) executed by Pledgor.

...

Upon payment of the principal and interest due under the above described Promissory Note(s) and/or any replacement Promissory Notes, together with all other costs, fees and monies then due and owing for any reason by Pledgor to Pledgee, if any, Pledgee shall transfer to Pledgor all certificates and other evidence of pledged Membership Interest(s) and all other shares, securities and rights received by Pledgee and this Agreement shall terminate.

[*Id.* at 1-2 ([APP279-80](#)) (emphases added).] Mr. Lee and others signed the pledge agreement. [*Id.* at 3 ([APP281](#)).]

In sum, Mr. Lee signed the purchase agreement in his individual capacity requiring him to make \$50,000 monthly payments, as part of the

defined term “PC.” As a member of Wicken Cure, Mr. Lee signed the promissory note requiring Wicken Cure to make \$50,000 monthly payments on the loan. The pledge agreement secures the promissory note, but not the purchase agreement.

C. Mr. Lee signed an amendment to MMJ’s bylaws.

Mr. Lee, Dr. Kirk, and others later signed an amendment to MMJ’s bylaws. When Mr. Lee signed the amendment to the bylaws, the document had four blank signature lines, including one for him, and a blank date line. [IR-369, Ex. K at 2 ([APP225](#)).] Mr. Lee signed the amendment but did not date it. [*Id.* ([APP225](#)).] Dr. Kirk and others then signed the amendment, and someone dated it May 1, 2016, and notarized it. [*Id.* at 1 ([APP224](#)).] The images below depict the amendment bearing just Mr. Lee’s signature and the amendment bearing the additional signatures, date, and notarization:

Amendment after Mr. Lee signed:

AMENDMENT TO THE BYLAWS OF
MMJ APOTHECARY
AN ARIZONA GENERAL PARTNERSHIP

This Amendment to the By Laws of MMJ Apothecary, an Arizona General Partnership is dated this 13 of 11 2016 by and between **EDWARD KIRK, OLIVIA KIRK, ANDREW LEE** and **JOHNY NAMROUD**, the partners of MMJ Apothecary.

WHEREAS, that the partners of MMJ Apothecary, an Arizona General Partnership entered into a Partnership Agreement dated April 1, 2014, with ByLaws attached thereto and made a part thereof, and

WHEREAS, the above named partners with to amend the ByLaw of said MMJ Apothecary, an Arizona General Partnership,

NOW THEREFORE, in consideration of the premises and of the promises contained herein, the above named Partnership hereby amend that BY Laws of MMJ Apothecary, an Arizona General Partnership as follows:

1. The initial Principal Officers of the Company shown in Section 4.2 of said ByLaws are hereby deleted and the following are substituted therefore and are now the Officers of the Company:

President:	Edward Kirk
Vice President:	Johny Namroud
Secretary:	Olivia Kirk
Treasurer:	Andrew Lee

2. All other provisions of said ByLaws remain the same.

In witness hereof the parties have executed that Amendment as of the day and year first above written.

Edward Kirk	Johny Namroud
Andrew Lee	Olivia Kirk

[IR-369, Ex. K at 2 ([APP225](#)).]

Amendment after others signed:

AMENDMENT TO THE BYLAWS OF
MMJ APOTHECARY
AN ARIZONA GENERAL PARTNERSHIP

This Amendment to the By Laws of MMJ Apothecary, an Arizona General Partnership is dated this 13 of 11 2016 by and between **EDWARD KIRK, OLIVIA KIRK, ANDREW LEE** and **JOHNY NAMROUD**, the partners of MMJ Apothecary.

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Secretary:	Olivia Kirk
Treasurer:	Andrew Lee

2. All other provisions of said ByLaws remain the same.

In witness hereof the parties have executed that Amendment as of the day and year first above written.

5/11/2016

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DEPOSITION EXHIBIT 13 Ed Kirk 11-12-17

EXHIBIT 2 NAMROUD

[IR-369, Ex. K at 1 ([APP224](#)).]

II. The lawsuit.

A dispute later arose between Mr. Lee and Dr. Kirk over ownership and control of MMJ. [See IR-991 at 1-2 ([APP198-99](#)).] Dr. Kirk eventually purchased the building that MMJ was leasing and evicted Wicken Cure and MMJ. [*Id.* at 14, ¶¶ 157-58 ([APP211](#)).]

After receiving the eviction notice, Mr. Lee, on behalf of MMJ and Wicken Cure, sued EOM&D, Dr. Kirk, and Mrs. Kirk alleging claims for breach of contract, civil conspiracy, and breach of fiduciary duty, seeking

injunctive relief to prevent Dr. Kirk from terminating the lease, and declaratory relief concerning control of MMJ. [IR-1 at 11-17.] EOM&D, Dr. Kirk, and Mrs. Kirk counterclaimed for breach of contract, breach of fiduciary duty, and eviction and trespass, and sought declaratory relief concerning ownership and control of MMJ and voting rights. [IR-91 at 10-16.] Mr. Lee was later substituted as the real party in interest for MMJ and Wicken Cure. [IR-114 at 2.]

Dr. Kirk filed an application for appointment of a receiver for MMJ. [IR-31; IR-32; IR-33; IR-34.] The superior court appointed a temporary receiver for MMJ [IR-53], later extending the receivership to cover MMJ and Wicken Cure [IR-113].

A. During litigation, Mr. Lee repeatedly lied about signing the amendment to the bylaws.

During Mr. Lee's deposition, he was presented with the amendment to the bylaws bearing the additional signatures, date, and notarization. [IR-434, Ex. 1 28:8-29:7 ([APP242-43](#)).] When asked whether it was his signature on the document, Mr. Lee lied. Mr. Lee claimed that his signature had been "doctored," because he was in Chicago on the date it was signed and he "could not have signed that." [*Id.* at 28:8, 28:25-29:3 ([APP242](#), [APP242-43](#)).]

Dr. Kirk later moved for partial summary judgment, submitting with his motion a copy of the amendment bearing only Mr. Lee's signature and a copy of the amendment bearing the additional signatures, date, and notarization. [IR-369, Ex. K at 1-2 ([APP224-25](#)); IR-370.] Mr. Lee moved to strike the exhibit, claiming he "*never* signed this document," and "the signature is, in reality, a forgery." [IR-402 at 2 ([APP228](#)) (emphasis altered).] Mr. Lee doubled down on that lie by submitting with his motion a declaration, under penalty of perjury, in which he insisted:

- "I never signed the purported amendment" [IR-403 at 2, ¶ 5 ([APP233](#)).]
- "the purported signature on that document is not my signature." [*Id.* ([APP233](#)).]
- The purported amendment ... does not contain my signature" [*Id.* at 3, ¶ 11 ([APP234](#)).]
- "my purported signature was fraudulently affixed." [*Id.* ([APP234](#)).]

Dr. Kirk then filed two motions for sanctions based on these lies and related issues. [IR-433; IR-435.] In response, Mr. Lee altered course, claiming for the first time that there were two different documents. [IR-444 at 3-5 ([APP264-66](#)).] Now Mr. Lee did not dispute that he signed the undated amendment to the bylaws bearing only his signature. [*Id.* at 6 ([APP267](#))

(“Mr. Lee has never testified that the two documents dated August 16, 2016 contain his forged signature or that those documents were not notarized.” (emphasis removed)); IR-447 at 3 ([APP275](#)) (“Mr. Lee has never disavowed the August 16, 2016 documents or his signatures.”).] Mr. Lee remained adamant, however, that the document dated May 1, 2016 bearing the additional signatures and notarization was a forgery. [IR-444 at 3-5 ([APP264-66](#)).] Indeed, he asserted four times in his response to Dr. Kirks’s motions that:

- “The May 1, 2016 document is a forgery.”
- “Mr. Lee maintained that the document ... is a forgery.”
- “the document itself is a forgery”
- “Mr. Lee has properly maintained that the May 1, 2016 document is a forgery.”
- “which is a forgery as indicated above”

[*Id.* ([APP264-66](#)).]

B. After an evidentiary hearing, the superior court found that Mr. Lee lied when he said he never signed the amendment and imposed sanctions.

The superior court held a two-day evidentiary hearing on Dr. Kirk’s motions for sanctions [IR-660 ([APP168](#)); IR-661 ([APP172](#))] and issued a detailed ruling [IR-684 ([APP175](#))]. The superior court concluded (1) Mr. Lee’s declaration that “he never signed the Amendment to the Bylaws of

MMJ Apothecary and that the signature on the document is not his signature ... is untrue” and (2) Mr. Lee’s avowal that “his signature ‘was fraudulently affixed’ to the Amendment of the Bylaws of MMJ ... is also untrue.” [IR-684 at 15-16 ([APP189-90](#)).] The court further found that Mr. Lee knew about and participated in the plan:

[C]redible evidence and testimony established that Mr. Lee *knew the plan* to back-date the Amendment to the Bylaws of MMJ Apothecary, provided his driver’s license to have the Amendment to the Bylaws of MMJ Apothecary notarized in Arizona without his physical presence, and then claimed “forgery” when confronted with the document he was advised was “not good” and that his opponents would “hang their hat on.”

[*Id.* at 16 ([APP190](#)).] In other words, the superior court found not only that Mr. Lee lied multiple times, under penalty of perjury, when he said he never signed the amendment. It also found that he played an active role in back-dating and notarizing the amendment without his physical presence and claimed his signature was forged only after his attorney advised him that things didn’t look good.

In reaching these conclusions, the court relied on credible testimony from Amy Buchholz and considered over 30 exhibits. [IR-661 ([APP172](#)) (listing documents received in evidence); IR-684 at 13 ([APP187](#)) (citing “credible testimony of Amy Buchholz at December 19, 2019 evidentiary

hearing”).] The court found that credible evidence and testimony established that Mr. Lee told Amy Buchholz that the corporate records needed to “reflect that Ramina Ishac resigned prior to the expiration of her dispensary agent card.” [IR-684 at 12 ([APP186](#)).] Mr. Lee “requested that Ms. Buchholtz find a notary to expedite the matter and verify the signatures without the physical presence of, at a minimum, Andrew Lee.” [*Id.* at 14 ([APP188](#)).] Ms. Buchholz informed Mr. Lee that she found a notary who would notarize without physical presence, if “everyone provided a copy of their driver’s license and signature on any document that needed to be notarized.” [*Id.* at 12 ([APP186](#)).] Mr. Lee then sent Ms. Buchholz his driver’s license and the amendment to the bylaws signed by him, but with a blank date line, and blank lines for the other signatories. [*Id.* at 12-13 ([APP186-87](#)).]

The evidence showed that Mr. Lee understood “the Amendment to the Bylaws of MMJ needed to be back-dated to May 10, 2016 to obtain approval from the Arizona Department of Health Services. In fact, Mr. Lee was personally involved in back-dating Ms. Ishac’s Withdrawal of Partner to May 1, 2016.” [*Id.* at 15 ([APP189](#)).] Indeed, “credible evidence and testimony established that Mr. Lee was fully aware of the process and steps taken to renew MMJ’s dispensary registration certificate.” [*Id.* ([APP189](#)).] The court

found that Mr. Lee further “perpetuated his deception” by withholding “the August 16, 2016 emails transmitting the documents he signed and attaching his driver’s license to facilitate the documents being back-dated, notarized, and submitted.” [*Id.* at 16 ([APP190](#)).]

Based on Mr. Lee’s “at best, misleading and, at worst intentionally false, testimony,” the superior court imposed sanctions on Mr. Lee under Rule 56(h), A.R.S. § 12-349(A)(3), and its inherent authority. [*Id.* at 15-16 ([APP189-90](#)).] The superior court ordered Mr. Lee to pay \$218,051.63 in attorneys’ fees and \$2,815.61 in costs to Dr. Kirk as a sanction. [IR-803 at 2 ([APP195](#)).]

Mr. Lee filed several motions for reconsideration of the court’s sanction and fees rulings [IR-699; IR-768; IR-809], all of which the superior court denied without requesting a response from Dr. Kirk [IR-719 ([APP193](#)); IR-811 ([APP196](#)); IR-812 ([APP197](#)).]

C. After a bench trial, the superior court found that Mr. Lee breached the purchase agreement by failing to make monthly payments.

Later in the case, the superior court ruled on the merits after a five-day bench trial [IR-980; IR-981; IR-985; IR-989; IR-990], issuing findings of fact and conclusions of law [IR-991 ([APP198](#)).] Most of the superior court’s

ruling involves issues that Mr. Lee has not appealed and therefore has abandoned. As relevant here, the court concluded: (1) Mr. “Lee has a contractual obligation under Section 11 of the [Purchase] Agreement to pay \$50,000 per month ... as part of the purchase price” [IR-991 at 16 ([APP213](#))]; (2) Mr. Lee’s obligation under § 11 is “parallel to but independent of” Wicken Cure’s obligation to make monthly payments under the promissory note [*id.* at 6, ¶¶ 50-51 ([APP203](#))]; (3) Mr. Lee “breached his payment obligation under the Section 11 of the [Purchase] Agreement” by failing to make monthly payments [*id.* at 16 ([APP213](#))]; and (4) Mr. Lee is liable for the \$1,649,096.48 balance of the purchase price [*id.* [APP213](#)).]

In reaching these conclusions, the court relied on provisions of the purchase agreement, promissory note, and pledge agreement, in addition to testimony from various witnesses including Mr. Lee and Dr. Kirk. [*Id.* at 6, ¶¶ 45-54 ([APP203](#)); *id.* at 13, ¶ 150 ([APP210](#)) (acknowledging Dr. Kirk testified); IR-980 at 2-4 (acknowledging Andrew Lee testified).] The court made extensive factual findings on these issues. For example, the court found that the plain text of § 11 of the purchase agreement “imposes on Lee, Namroud, Ishac, and Harris a contractual obligation to pay \$50,000 per month.” [IR-991 at 6, ¶ 50 ([APP203](#)).] Meanwhile, the “only maker” under

the promissory note is Wicken Cure. [*Id.* at 6, ¶ 52 ([APP203](#)).] Mr. Lee and others are not obligated to make payments under the promissory note. [*Id.* ([APP203](#)).] “The \$2.5 Million Note is secured by the Lee group’s membership interests in Wicken Cure” under the pledge agreement. [*Id.* at 6, ¶ 53 ([APP203](#)).] But “[t]he Pledge Agreement only secures the \$2.5 Million Note, of which Wicken Cure is the maker. It does not secure Lee’s (or others’) payment obligations under Section 11 of the Purchase Agreement.” [*Id.* at 6, ¶ 54 ([APP203](#)).]

Credible evidence showed that from the time Mr. Lee and others purchased “MMJ until the receivership was put in place, the monthly \$50,000 payments on the \$2.5 Million Note were paid, with the exception of three months during which Kirk agreed to forbearance.” [*Id.* at 14, ¶ 163 ([APP211](#)).] But “[o]nce the receivership order was entered, payments on the \$2.5 Million Note stopped. The receiver has not caused Wicken Cure to make payments on the \$2.5 Million Note. Nor have Lee or other buyers made monthly \$50,000 payments since December 2017.” [*Id.* at 14, ¶¶ 164-65 ([APP211](#)).]

The court acknowledged that “Section 11 and the \$2.5 Million Note say different things, and the most reasonable way to harmonize them is to

interpret them as they are written.” [*Id.* at 16 ([APP213](#)).] Even though Wicken Cure has a parallel obligation to make \$50,000/month payments under the promissory note, the court noted that Wicken Cure’s “non-payment is excused by virtue of the receivership, which prevented payments from being made on the \$2.5 Million Note.” [*Id.* ([APP213](#)).] Accordingly, the court concluded that Wicken Cure “is not in default of the \$2.5 Million Note.” [*Id.* ([APP213](#)).] Mr. Lee, however, “was not under receivership.” [*Id.* ([APP213](#)).] The court therefore found that his non-payment under the purchase agreement was not excused, and he was liable for breaching § 11 of the purchase agreement by failing to make monthly payments. [*Id.* ([APP213](#)).]

D. The superior court entered judgment in favor of EOM&D and Dr. Kirk.

The court concluded that Mr. Lee “breached his payment obligation under the Section 11 of the [Purchase] Agreement, and that the amount owing is \$1,649,096.48.” [*Id.* ([APP213](#)).] The court entered judgment on October 11, 2022, ordering Mr. Lee to pay (1) EOM&D \$1,649,096.49 for breaching the purchase agreement and (2) Dr. Kirk \$218,051.63 in attorneys’ fees and \$2,815.61 in costs as a sanction. [IR-1268 at 2 ([APP217](#)).] Mr. Lee

filed a motion for a new trial [IR-1295], which the court denied on January 25, 2023 [IR-1301].

Mr. Lee appealed. [IR-1303.] This Court has jurisdiction under [A.R.S. § 12-2101\(A\)\(1\)](#).

STATEMENT OF THE ISSUES

1. Did the superior court properly exercise its broad discretion in sanctioning a party who repeatedly lied and misled the court and the parties?

2. Did the superior court err in holding Mr. Lee liable for the payments he agreed to make under the purchase agreement he signed in his individual capacity?

ARGUMENT SUMMARY

On the sanctions issue, the Court may summarily affirm based on two threshold problems with Mr. Lee's appeal. First, Mr. Lee failed to supply the necessary transcripts. As the appellant, Mr. Lee had the burden to order, file, and serve the transcripts. The superior court based its sanctions order in part on live testimony offered during a two-day evidentiary hearing, so Mr. Lee had to provide the transcripts in order to overturn the sanctions

award. He did not do so. The Court may therefore assume that the missing transcripts would support the superior court's findings and conclusions and should summarily affirm. ([Argument § I.B.1.](#))

The Court may also summarily affirm the sanctions issue because Mr. Lee filed a noncompliant brief. An opening brief must cite legal authorities and the relevant portions of the record. The sanctions portion of Mr. Lee's argument contains no legal citations—zero. As for record citations, the sanctions section of his argument cites only the superior court's ruling and two motions for reconsideration. It cites no other evidence or filings, despite numerous unsupported factual assertions. The Court should decline to consider the sanctions issue because of Mr. Lee's deficient brief. ([Argument § I.B.2.](#))

On the merits, the Court should affirm the sanctions award. The superior court has broad discretion to award sanctions and Mr. Lee repeatedly engaged in sanctionable conduct. ([Argument § I.C.](#)) He lied to the court by claiming he never signed a document he in fact signed. ([Argument § I.D.1.](#)) To explain his lies, Mr. Lee just lied again and again, and then misled the superior court about his role in the matter. ([Argument](#)

§ I.D.2.) And to top it off, he tried to cover his tracks by withholding key documents that would have revealed his lies. ([Argument § I.D.3.](#))

Mr. Lee's brief makes several arguments on the sanctions award, but none of them meet the basic requirement to show that the superior court's findings were clearly erroneous or that the superior court abused its discretion in imposing sanctions. Instead, his arguments largely present an alternate interpretation of the facts, which the superior court considered and rejected. They also fail to rebut all of the various bases for imposing sanctions, any one of which is sufficient to affirm. ([Argument § I.E.](#))

The Court should also affirm on Mr. Lee's second issue on appeal, concerning his individual liability. Mr. Lee signed a purchase agreement in which he and others agreed to purchase a partnership interest and agreed to pay \$50,000 a month. At trial, Mr. Lee then admitted that he committed himself to paying this amount. Neither Mr. Lee nor anyone else made any payments after December 2017. The superior court therefore properly found that Mr. Lee breached the purchase agreement and is responsible for paying the remaining balance of \$1,649,096.48. ([Argument § II.B.](#))

On appeal, Mr. Lee raises two main arguments. First, he argues that another entity (Wicken Cure) made payments for a period. But this

argument conflates two separate documents: (a) a purchase agreement, under which Mr. Lee is individually liable; and (b) a promissory note, under which Wicken Cure is liable. The superior court held Mr. Lee liable under the *purchase agreement*, which Mr. Lee signed in his individual capacity. In addition, the fact that another entity supposedly made payments does not relieve the contracting party from his obligation to perform. Mr. Lee is therefore liable individually under the purchase agreement. ([Argument § II.C.1.](#))

Second, Mr. Lee argues that the superior court did not harmonize the contract terms. But he does not identify which contract terms the superior court supposedly overlooked, and in any event the superior court considered all relevant terms. Here, too, his brief is legally insufficient to obtain a reversal because he does not develop the argument, cite the record, or identify where he raised the issue below. ([Argument § II.C.2.a.](#)) On the merits, the superior court properly harmonized the documents by holding that Mr. Lee's individual obligation under § 11 of the purchase agreement was "parallel to, but independent of the \$2.5 million Note." ([Argument § II.C.2.](#))

The Court should affirm.

ARGUMENT

I. The superior court acted well within its discretion in imposing sanctions against Mr. Lee for repeatedly lying to and misleading the court.

A. Standard of review.

The Court reviews orders imposing sanctions “using an abuse of discretion standard.” *Hmielewski v. Maricopa Cnty.*, [192 Ariz. 1, 4, ¶ 13](#) (App. 1997). The Court “views the evidence in a manner most favorable to sustaining the award and will affirm unless the superior court’s findings are clearly erroneous.” *Takieh v. O’Meara*, [252 Ariz. 51, 62, ¶ 39](#) (App. 2021) (quotation marks and citation omitted).

B. The Court may summarily affirm the sanctions because Mr. Lee failed to supply the necessary transcripts and failed to file a compliant brief.

Two threshold issues allow the Court to summarily affirm the sanctions award. Mr. Lee failed to supply the necessary transcripts to review the sanctions award, and he failed to file a compliant opening brief. Either basis is sufficient to affirm.

1. The Court may summarily affirm because Mr. Lee supplied no transcripts and therefore the Court may presume that the record supported the superior court's findings.

As the appellant, Mr. Lee had the “burden to ensure that the record on appeal contain[ed] all transcripts or other documents necessary for [this Court] to consider the issues raised.” *Blair v. Burgener*, 226 Ariz. 213, 217, ¶ 9 (App. 2010) (quotation marks and citation omitted).

In his case management statement, Mr. Lee said he “needs additional time to ensure that every essential transcript is ordered and filed as part of this appeal.” (Andrew Lee’s Case Management Statement at 4 (filed 4/11/2023).) He never filed any transcripts or otherwise explained his failure to do so.¹

To challenge the superior court’s findings and conclusions, Mr. Lee “must include in the record transcripts of all proceedings containing evidence relevant to that judgment, finding or conclusion” that he challenges

¹ Mr. Lee cannot cure his failure to order transcripts. When a transcript gets filed after the answering brief, it is not part of the appellate record. See *Auman v. Auman*, 134 Ariz. 40, 42 (1982) (“Although the trial transcript is in the file of this Court, it was not timely filed and therefore was *not available for appellee’s use prior to the time her answering brief was due*. Thus, the transcript is *not part of the record* for purposes of this appeal.” (Emphases added)).

on appeal. [ARCAP 11\(c\)\(1\)\(B\)](#). The consequences for failing to provide transcripts are serious: “[w]hen a party fails to include necessary items, we assume they would support the court’s findings and conclusions.” *Baker v. Baker*, [183 Ariz. 70, 73](#) (App. 1995); accord *Blair*, [226 Ariz. at 217, ¶ 9](#) (“[I]n the absence of a transcript, we presume the evidence and arguments presented at the hearing support the trial court’s ruling.”).

This rule applies here because the superior court held a two-day evidentiary hearing, which included testimony from live witnesses. [IR-660; IR-661.] In addition, “for certain matters, such as the § 12-349 fee award before us,” the transcripts are necessary even for the non-evidentiary portions because “statements made by counsel and the court” may be relevant to the sanctions award. *Ariz. Republican Party v. Richer*, [255 Ariz. 363, 361, ¶ 25](#) (App. 2023).

Accordingly, the Court here must assume that all evidence and argument presented at the December 19-20 hearing would support the superior court’s “findings and conclusions.” *Baker*, [183 Ariz. at 73](#).

The Court may therefore summarily affirm the sanctions award.

2. The Court may summarily affirm because Mr. Lee's argument contains no citations to law and insufficient citations to the record.

The Court may also summarily affirm the sanctions issue because Mr. Lee's opening brief on this issue is deficient.

The argument section of an opening brief must contain, for "each issue presented for review," the "citations of legal authorities and appropriate references to the portions of the record on which the appellant relies." [ARCAP 13\(a\)\(7\)\(A\)](#). The Court may summarily affirm when an appellant fails to supply legal authorities and appropriate citations to the record. *See, e.g., Ritchie v. Krasner*, [221 Ariz. 288, 305, ¶ 62](#) (App. 2009) ("we deem the issue waived").

Here, Mr. Lee raises two issues on appeal: the sanctions award and the judgment against Mr. Lee personally on the purchase agreement. In his argument section on the sanctions issue, Mr. Lee's opening brief does not cite a case or other legal authority. The only legal authorities he cites in connection with the sanctions issue address the standard of review (in which he cites (at 4-5) two Arizona cases, one out-of-state case, and one secondary source). He cites no legal authorities in his argument section. Not one.

This is not merely a technical failure. Mr. Lee invites this Court to reverse a sanctions award – a highly discretionary decision for the superior court – but does not give the Court the legal tools necessary to do so. For example, he refers to an investigation by the attorney general (at 11-13), but offers no legal authority for why the investigation would have prohibited the superior court from sanctioning Mr. Lee.

The sanctions section of his brief likewise contains almost no citations to the record. He cites only the superior court's ruling (IR-684) and two motions for reconsideration concerning the attorney general investigation (IR-768, IR-810). He raises several other sub-issues, purporting to address several pieces of evidence, but never cites the record. Here are several unsupported statements:

- Mr. Lee attended Dr. Kirk's deposition. (Page 7.)
- Mr. Lee was in Chicago on May 1, 2016. (Page 7.)
- Excerpts of Dr. Kirk's deposition. (Pages 7-8.)
- Mr. Lee was never in a Bank of America in Wickenburg. (Page 8.)
- Mr. Lee's attorneys produced an August 16, 2016 document. (Page 9.)
- Dr. Kirk was the company's liaison with the state and testified that renewal and compliance issues were his responsibility. (Page 9.)

- Mr. Lee has two notaries within arm's length in his Chicago office. (Page 10.)
- Mr. Lee barely knows Ms. Buchholtz. (Page 10.)

These are the supposed facts supporting Mr. Lee's appeal. But he does not show that he ever presented the facts to the superior court, let alone identify where he did so.

Dr. Kirk has located where some of this material is in the record. For example, some of Dr. Kirk's deposition testimony is in IR-403. But neither this Court nor Dr. Kirk should have to search through the extensive record to determine whether (or where) Mr. Lee presented these items to the superior court.² The record in this case involves over 1,300 docket entries in the superior court, with dozens of filings related to the sanctions issue. The rules place this burden squarely on Mr. Lee as the appellant, and the Court may summarily affirm for his failure to do so. *See, e.g., Richer*, [255 Ariz. at 362, ¶ 30](#) (affirming sanctions award when appellant did not cite portions of record); *State ex rel. Dep't of Econ. Sec. v. Burton*, [205 Ariz. 27, 30, ¶¶ 15-16](#) (App. 2003) (affirming when appellant "did not identify or provide a

² Particularly when neither of Dr. Kirk's attorneys on appeal were involved in the case during the sanctions proceedings. [*See, e.g.,* IR-933 (notice of appearance).]

transcript or anything else in the record to support his position on the issue”); *Ariz. Laborers, Teamsters & Cement Masons Loc. 395 Health & Welfare Tr. Fund v. Hatco, Inc.*, 142 Ariz. 364, 369–70 (App. 1984) (declining to consider argument with “no supporting citation to the record”).

C. The superior court has broad discretion to impose sanctions.

On the merits, the superior court identified three independent bases for imposing sanctions: (1) Ariz. R. Civ. P. 56(h), (2) A.R.S. § 12-349(A)(3), and (3) its inherent authority. [IR-684 at 16.]

Rule 56(h) allows the court to impose appropriate sanctions, including reasonable expenses and attorneys’ fees, for Rule 56 affidavits submitted “in bad faith or solely for delay.” Under A.R.S. § 12-349(A)(3), the court *must* award reasonable attorneys’ fees and expenses if a party “unreasonably expands or delays the proceeding.” In awarding attorneys’ fees under A.R.S. § 12-349, the superior court must “set forth the specific reasons for the award,” A.R.S. § 12-350, but its findings “need only be specific enough to allow an appellate court to test the validity of the judgment.” *Takieh*, 252 Ariz. at 61, ¶ 38 (citation omitted). Independent of Rule 56 and A.R.S. § 12-349, the superior court also has inherent authority to “sanction bad faith conduct during litigation.” *Hmielewski*, 192 Ariz. at 4, ¶ 14.

Trial courts generally have “broad discretion” when deciding whether to impose sanctions. *Groat v. Equity Am. Ins. Co.*, [180 Ariz. 342, 346](#) (App. 1994) (applying standard to sanctions award under Ariz. R. Civ. P. 37).

D. The existing record shows that the superior court did not abuse its discretion.

1. Mr. Lee lied to the court by claiming he never signed a document he in fact signed.

The superior court acted well within its broad discretion in imposing sanctions here. The court gave several bases for awarding fees, any one of which is sufficient to affirm.

One basis is simple. Mr. Lee signed an amendment to an entity’s bylaws. The document contained a blank date line and four signature lines, including one for him. After he signed, the other signatories signed, a notary signed and affixed her notary stamp, and a May 1, 2016 date was filled in. The images below depict the documents:

Mr. Lee admitted signing:

AMENDMENT TO THE BYLAWS OF
MMJ APOTHECARY
AN ARIZONA GENERAL PARTNERSHIP

This Amendment to the By Laws of MMJ Apothecary, an Arizona General Partnership is dated this 13 of 11 2016 by and between **EDWARD KIRK, OLIVIA KIRK, ANDREW LEE** and **JOHNY NAMROUD**, the partners of MMJ Apothecary.

WHEREAS, that the partners of MMJ Apothecary, an Arizona General Partnership entered into a Partnership Agreement dated April 1, 2014, with ByLaws attached thereto and made a part thereof, and

WHEREAS, the above named partners with to amend the ByLaw of said MMJ Apothecary, an Arizona General Partnership,

NOW THEREFORE, in consideration of the premises and of the promises contained herein, the above named Partnership hereby amend that BY Laws of MMJ Apothecary, an Arizona General Partnership as follows:

1. The initial Principal Officers of the Company shown in Section 4.2 of said ByLaws are hereby deleted and the following are substituted therefore and are now the Officers of the Company:

President:	Edward Kirk
Vice President:	Johny Namroud
Secretary:	Olivia Kirk
Treasurer:	Andrew Lee

2. All other provisions of said ByLaws remain the same.

In witness hereof the parties have executed that Amendment as of the day and year first above written.

Edward Kirk	Johny Namroud
Andrew Lee	Olivia Kirk

[IR-369, Ex. K at 2 ([APP225](#)).]

Mr. Lee denied signing:

AMENDMENT TO THE BYLAWS OF
MMJ APOTHECARY
AN ARIZONA GENERAL PARTNERSHIP

This Amendment to the By Laws of MMJ Apothecary, an Arizona General Partnership is dated this 13 of 11 2016 by and between **EDWARD KIRK, OLIVIA KIRK, ANDREW LEE** and **JOHNY NAMROUD**, the partners of MMJ Apothecary.

WHEREAS, that the partners of MMJ Apothecary, an Arizona General Partnership entered into a Partnership Agreement dated April 1, 2014, with ByLaws attached thereto and made a part thereof, and

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Vice President:	Johny Namroud
Secretary:	Olivia Kirk
Treasurer:	Andrew Lee

2. All other provisions of said ByLaws remain the same.

In witness hereof the parties have executed that Amendment as of the day and year first above written.

5/11/2016

LEE0632

DEPOSITION EXHIBIT 19 Ed Kirk 11-12-17

EXHIBIT 2 NAMROUD

[IR-369, Ex. K at 1 ([APP224](#)).]

The problem is that when presented with the document on the right, Mr. Lee repeatedly and emphatically denied ever having signed it. He claimed in his deposition that his signature had been “doctored.” [IR-434, Ex. 1 at 28:8 ([APP242](#)).] Then, when Dr. Kirk submitted the document with his summary judgment motion, Mr. Lee continued his lie. He moved to strike the exhibit, claiming “Lee *never* signed this document.” [IR-402 at 2 ([APP228](#)) (emphases altered).] He even submitted a signed declaration containing at least four outright lies:

- “I *never* signed the purported amendment”
- “the purported signature on that document *is not my signature*”
- “The purported amendment ... *does not contain my signature*”
- “my purported signature *was fraudulently affixed*”

...

[IR-403 ([APP233-34](#)) (emphases added).]

“The credible evidence and testimony established that after Andrew Lee signed the documents”).] As the superior court explained, “In Mr. Lee’s declaration, he stated that he never signed the Amendment to the Bylaws of MMJ Apothecary and that the signature on the document is not his signature. This statement is untrue.” [IR-684 at 15 ([APP189](#)).]

These lies gave the superior court ample discretion to impose sanctions.

2. To explain his lies, Mr. Lee compounded the lies by further lying to and misleading the court about his role in the matter.

When Dr. Kirk pointed out these lies by moving for sanctions [IR-433; IR-435], Mr. Lee altered course slightly, although not enough. He tried to distinguish between the document shown above on the left (bearing only his signature) and the document shown above on the right (with the additional signatures, date, and notarization). He argued that Dr. Kirk’s sanctions motion “conflate[s] two documents.” [IR-444 at 3 ([APP264](#)).] But they aren’t two documents. They’re the same document. Mr. Lee signed and then other people signed, dated, and notarized.

Now a reasonable person who knew nothing about the additional signatures, date, and notarization might say “I signed that document, but

not on May 1; when I signed, no one else had signed yet, the date line was blank, and it hadn't been notarized." But that's not what Mr. Lee said. Instead, he doubled down on the lie. He expressly claimed, multiple times, that it was a forgery:

- "The May 1, 2016 document is a forgery." [*Id.* at 3 ([APP264](#)).]
- "Mr. Lee maintained that the document ... is a forgery." [*Id.* ([APP264](#)).]
- "the document itself is a forgery" [*Id.* at 4 ([APP265](#)).]
- "Mr. Lee has properly maintained that the May 1, 2016 document is a forgery." [*Id.* at 5 ([APP266](#)).]
- "which is a forgery as indicated above" [*Id.* ([APP266](#)).]

Again, these claims are based on Mr. Lee's insistence that the two documents shown above are different documents. For example, he claims "Mr. Lee has never testified that the two documents dated August 16, 2016 contain his forged signature or that those documents were not notarized." [*Id.* at 6 ([APP267](#)).] But again, the document he signed in August 2016 is the same document as the document bearing the May 1 date. The fact that other people added information—even false information—does not make the document a forgery, nor does it mean that he never signed it.

Again, a reasonable person would have *admitted* signing the document, and simply explained that he had no idea that the other

information was added later, after he signed. But Mr. Lee could not be so forthright with Dr. Kirk or with the superior court because Mr. Lee was a driving force in the notarization and backdating:

The superior court summarized the key evidence, including:

- Mr. Lee's daughter-in-law (Deb Lee) sending an email from Mr. Lee's account including another document backdated to May 1, 2016. [IR-684 at 12 ([APP186](#)) (citing Exhibit 8).]
- Mr. Lee directing Amy Buchholz to find a notary, and Ms. Buchholz telling Mr. Lee that she found a notary who would notarize without physical presence, as long as "everyone provided a copy of their driver's license and signature." [*Id.* at 12 ([APP186](#)).]
- "The credible evidence and testimony established that after Andrew Lee signed the documents and transmitted them to Amy Buchholtz, Mr. Lee requested that Ms. Buchholtz find a notary to expedite the matter and verify the signatures without the physical presence of, at a minimum, Andrew Lee." [*Id.* at 14 ([APP188](#)).]
- Mr. Lee then sent Ms. Buchholz his driver's license and the bylaws amendment (i.e., the document in dispute here) signed by him, but with a blank date line, and blank lines for the other signatories. [*Id.* at 12-13 ([APP186-87](#)).]
- "The credible testimony further established that Andrew Lee understood that Ms. Ishac's resignation and the Amendment to the Bylaws of MMJ needed to be back-dated to May 10, 2016 [sic] to obtain approval from the Arizona Department of Health Services. In fact, Mr. Lee was personally involved in back-dating Ms. Ishac's Withdrawal of Partner to May 1, 2016." [*Id.* at 15 ([APP189](#)).]

- “the credible evidence and testimony established that Mr. Lee was fully aware of the process and steps taken to renew MMJ’s dispensary registration certificate.” [*Id.* ([APP189](#)).]

In other words, Mr. Lee was not a clueless victim of after-the-fact backdating and improper notarization, but instead was intimately involved with the scheme. In reaching these conclusions, the superior court relied primarily on oral testimony, corroborated by documentary exhibits. [*See, e.g.,* IR-684 at 13 ([APP187](#)) (citing “credible testimony of Amy Buchholz at December 19, 2019 evidentiary hearing”).] Because Mr. Lee did not supply the transcripts, this Court should “presume the evidence and arguments presented at the hearing support the trial court’s ruling.” *Blair*, [226 Ariz. at 217](#), ¶ 9.

3. Mr. Lee withheld documents to cover his tracks.

In an effort to try to cover his tracks, Mr. Lee “withheld the August 16, 2016 emails transmitting the documents he signed and attaching his driver’s license to facilitate the documents being back-dated, notarized, and submitted.” [IR-684 at 16 ([APP190](#)).]

Dr. Kirk obtained these crucial emails not from Mr. Lee, who should have preserved and produced them, but instead from an employee who

worked for the court-appointed receiver who had access to one of the email accounts. [IR-433 at 6; IR-434, Ex. 5 ([APP246](#)).]

In these emails, Mr. Lee attaches the signed document and copies of his driver's license "to facilitate the documents being back-dated, notarized, and submitted." [IR-684 at 16 ([APP190](#)); *see also* IR-434, Ex. 5, Exs. A-F ([APP249-61](#)) thereto (emails, including signed document and Mr. Lee's driver's license).]

The superior court therefore did not clearly err by finding that Mr. Lee "perpetuated his deception by failing to disclose the August 2016 transmittal emails, attaching his signature on the documents." [IR-684 at 16 ([APP190](#)).]

4. The above conduct gave the superior court ample bases to impose sanctions.

From these facts, the superior court had ample bases to conclude that Mr. Lee gave "at best, misleading, and, at worst intentionally false, testimony" in connection with the summary judgment motion. [*Id.* at 15 ([APP189](#)).] It had ample bases to conclude that a statement in his declaration "is untrue." [*Id.* ([APP189](#)).] It had ample bases to conclude that he engaged in "an attempt to mislead opposing counsel and the court." [*Id.* ([APP189](#)).] It had ample bases to conclude that he submitted a document with

“intentionally false statements to gain an improper and unfair advantage in the litigation.” [*Id.* ([APP189](#)).]

Rule 56(h) mandates sanctions for summary-judgment affidavits submitted “in bad faith or solely for delay.” The superior court acted well within its discretion in finding that Mr. Lee’s declaration fit the bill. The court found that “At best, Mr. Lee’s efforts were an attempt to mislead opposing counsel and the court. At worst, the statements were intentionally false statements to gain an improper and unfair advantage in the litigation.” [*Id.* ([APP189](#)).] That justifies Rule 56(h) sanctions and sanctions under the court’s inherent authority.

[A.R.S. § 12-349\(A\)\(3\)](#) mandates sanctions for a party who “unreasonably expands or delays the proceeding.” The superior court made specific findings that “Mr. Lee unreasonably expanded the proceeding.” [*Id.* at 16 ([APP190](#)).] “[A]fter making the false or misleading statements,” the superior court explained, “Mr. Lee did not attempt to revise the statements or provide clarification. Rather, he perpetuated his deception by failing to disclose the August 2016 transmittal emails, attaching his signature on the documents on the documents.” [*Id.* ([APP190](#)).] In other words, instead of coming clean, “Mr. Lee furthered his deception.” [*Id.* at 17 ([APP191](#)).] This

justifies an award under A.R.S. § 12-349(A)(3) and the court's inherent authority.

E. Mr. Lee's arguments to the contrary do not warrant reversing.

To obtain reversal, Mr. Lee needs to prove that the superior court's findings were clearly erroneous, or that the court's decision to impose sanctions fell outside the broad range of the trial court's discretion.

Mr. Lee makes several arguments, but none of them meet those basic tests. Instead, these arguments largely present an alternate interpretation of the facts, which the superior court considered and rejected. They also fail to rebut all of the various bases for imposing sanctions, any one of which is sufficient to affirm.

1. Mr. Lee's argument about Dr. Kirk's deposition testimony makes no sense and does not justify Mr. Lee's decision to continue lying to the court long after the deposition.

Mr. Lee opens his argument by pointing to Dr. Kirk's deposition testimony. In his deposition, Dr. Kirk expressed his belief that all parties signed the document together in Wickenburg on May 1, 2016, but equivocated, saying "I am assuming if that's the date and we all signed, yes, that's the only thing that would make sense," and "I am 90 percent certain" (but not 100 percent). [IR-403, Ex. 3 at 110:15-111:7 ([APP237-38](#)).]

From this, Mr. Lee tries to explain his own deposition testimony, arguing (at 9) that “he never even considered the possibility” that the document bearing a May 1 notarization “could possibly the be same document” that he signed in August.

This argument has several fatal flaws.

(a) This argument makes no sense because Mr. Lee knew about the backdated notarization.

First, Mr. Lee’s feigned surprise makes sense only if Mr. Lee knew nothing about the notarization and backdating. But the superior court found that “[t]he credible evidence and testimony established that Mr. Lee knew the plan to back-date the Amendment to the Bylaws of MMJ Apothecary, [and] provided his driver’s license to have the Amendment to the Bylaws of MMJ Apothecary notarized in Arizona without his physical presence” [IR-684 at 16 ([APP190](#)).] In addition to finding that “Mr. Lee knew the plan,” the superior court further found that Mr. Lee was the one who “requested” the notary, and “understood” that the document “needed to be back-dated,” and “was personally involved in back-dating” a related document. [*Id.* at 14-15 ([APP188-89](#)).] Mr. Lee has not shown that these findings are clearly erroneous.

With those factual findings, which establish that Mr. Lee not only knew about the back-dating and absentee notarization, but in fact played an active role, Mr. Lee's explanation on appeal falls apart. It makes no sense that someone who knew about all of this would "never even consider[] the possibility" that the document bearing a May 1 notarization was the same one he signed and knew was later notarized, as he claims on appeal.

(b) This argument does not justify reversal because it does not explain his subsequent claims that he never signed and his signature was forged.

Second, Mr. Lee's argument on appeal does not explain his conduct after his deposition. Even if his supposed surprise could explain some of his deposition testimony about whether he signed a document in Arizona on May 1, it does not explain his repeated insistence, under penalty of perjury, that his signature had been forged and that he never signed the document *on any date*.

After Dr. Kirk filed the document with a summary judgment motion, Mr. Lee filed a motion to strike the exhibit. Well after his deposition, Mr. Lee claimed unequivocally that he "*never* signed this document." [IR-402 at 2 ([APP228](#)) (emphasis altered).] He claimed "the signature is, in reality, a forgery." [*Id.* ([APP228](#)).] Mr. Lee attached a declaration, signed "under

penalty of perjury,” swearing that “I *never* signed the purported amendment and the purported signature on that document *is not my signature*.” [IR-403 at 2-3, ¶ 5 ([APP233-34](#)) (emphases added).] He repeated these lies several other times.

Mr. Lee simply lied to the court. Although Mr. Lee did in fact sign the document, he swore that he “never signed” it. [*Id.* ([APP233](#)).] Although the document bears his authentic signature, he swore that it “is not my signature.” [*Id.* ([APP233](#)).]

On appeal, he suggests his deposition testimony “was entirely to be expected” in light of the fact that he did not sign the document on May 1 or in Arizona. But those above lies came well after his deposition. His purported deposition confusion does not excuse his later lies to the court.

If his story on appeal were true, he should have told the superior court “I signed that document, but I signed it in August in Chicago and it wasn’t notarized when I signed it.” Instead, he lied and said he never signed it and it wasn’t even his signature.

Consider a sales contract for the sale of a car. The buyer, Bob, signs the contract in August. The seller has it fraudulently notarized with a date in May because he got into an accident in the car in June. The victim comes

forward and the seller claims “I wasn’t the driver; I sold it to Bob in May! Here’s the signed contract!” We all know what happens next. Bob does not say, as Mr. Lee swore here, “I never signed” it, and that “is not my signature.” No. Instead, Bob says, “I did sign that contract, but I signed it in August, not May. Someone added the wrong date after I signed.”

Let’s be clear about this. If, after someone signs a document, someone else adds something—a date, a notary stamp, an additional contract term, whatever—the signer likely will not be charged with having agreed to the new material. (Absent other evidence or circumstances, such as evidence of the signer’s knowledge or intent.) But adding to a document after it has been signed does not make “a forgery,” as Mr. Lee told the superior court. The new material does not make his signature fake, and it does not mean that the signer never signed.

Those statements are still false, and still sanctionable, even if Mr. Lee’s argument about the date and place of signature were true. Consequently, Dr. Kirk’s deposition testimony, and the supposed reaction it sparked in Mr. Lee, does not warrant reversal.

- (c) **This argument does not justify reversal because at most it presents an alternative factual scenario, which the superior court was free to reject.**

Third, Mr. Lee's argument on appeal simply prevents alternative facts that the superior court was not obligated to believe. Even if the evidence supported Mr. Lee's argument, that would not make the superior court's findings clearly erroneous. Even if the evidence supports two possible version of the facts, it is not clearly erroneous for the superior court to accept one instead of the other. "To be clearly erroneous, a finding must be unsupported by any reasonable evidence." *In re Van Dox*, 214 Ariz. 300, 304, ¶ 15 (2007). More vividly, "a decision must [be] more than just maybe or probably wrong; it must ... strike [the reviewing body] as wrong with the force of a five-week-old, unrefrigerated dead fish." *Id.* at n.3 (alterations in original) (quoting *Parts & Elec. Motors, Inc. v. Sterling Elec., Inc.*, 866 F.2d 228, 233 (7th Cir. 1988)).

Mr. Lee simply wants this Court to substitute his version of the facts for the facts the superior court found, which the Court may not do on clearly-erroneous review. And again, that is doubly true when (1) Mr. Lee has not supplied the transcripts necessary to evaluate the issue, and (2) the superior court made its findings based on live testimony, during which the court had

the opportunity to evaluate credibility. *See Gutierrez v. Gutierrez*, [193 Ariz. 343, 347, ¶ 13](#) (App. 1998) (appellate court “will defer to the trial court’s determination of witnesses’ credibility and the weight to give conflicting evidence”).

(d) Mr. Lee’s remaining arguments on this issue do not warrant reversal.

Mr. Lee makes two additional arguments in the final paragraph of this section of his opening brief (at 9). He claims “the Court may have felt differently had it known” of two supposed facts. An appeal is not the time to guess at what the superior court “may have felt” if it had known other things. This paragraph contains no citations to the record, in violation of [ARCAP 13\(a\)\(7\)\(A\)](#). But one of two things must be true. Either (1) Mr. Lee told the superior court about these things, in which case the superior court knew and they did not change the court’s conclusions, or (2) Mr. Lee did not tell the superior court about them, in which case he cannot obtain reversal based on information never given to the superior court. In either case, this Court should not reverse.

The first thing Mr. Lee points to (at 9) is that his attorneys disclosed the document with his signature but without the other signatures or notary

stamp. This misses the point. The superior court focused on the fact that “Mr. Lee withheld the August 16, 2016 emails transmitting the documents he signed and attaching his driver’s license to facilitate the documents being back-dated, notarized, and submitted.” [IR-684 at 16 ([APP190](#)).] And again, if his attorneys knew that he in fact signed the document, then *even if he didn’t know about the backdated notarization*, they should not have filed documents unequivocally stating that he never signed and that the signature was forged. At bottom, the document production issue was one small part of the superior court’s decision to award sanctions and Mr. Lee cannot obtain reversal by trying to explain away one small piece. Mr. Lee’s continued adherence to his lie, and his “attempt to mislead opposing counsel and the court,” still justify the sanctions award. [*Id.* at 15 ([APP189](#)).]

The second thing he points to (at 9) is Dr. Kirk’s role with respect to the state. But this, too, does not change the fact that Mr. Lee repeatedly lied to the court.

2. Mr. Lee cannot undermine Ms. Buchholtz’s testimony when he failed to supply transcripts and when the court still had ample bases to impose sanctions.

The superior court found that “Mr. Lee requested that Ms. Buchholtz find a notary to expedite the matter and verify the signatures without the

physical presence of, at a minimum, Andrew Lee.” [IR-684 at 14 ([APP188](#)).]

On appeal, Mr. Lee argues (at 9-11) that Ms. Buchholtz’s testimony is “unreliable and untrustworthy.” Although Mr. Lee makes several claims concerning her testimony, none of his claims warrants reversal.

(a) The Court may not second-guess witness testimony on appeal, particularly without transcripts.

Mr. Lee invites the Court to reverse because Ms. Buchholtz was unreliable and untrustworthy. But the superior court disagreed, and relied only on “[t]he credible evidence and testimony.” [IR-684 at 14 ([APP188](#)).]

The superior court, which heard the live testimony and observed the witness, was in the best position to judge her credibility. This Court may not second-guess that. Instead, this Court “will defer to the trial court’s determination of witnesses’ credibility and the weight to give conflicting evidence.” *Gutierrez*, [193 Ariz. at 347](#), ¶ 13.

This is particularly true when, again, Mr. Lee has not supplied the transcripts from the evidentiary hearing. Setting aside that this Court cannot see facial expressions and tone of voice, the Court does not even know what she said.

(b) Mr. Lee's two-notary argument does not warrant reversal.

Mr. Lee claims (at 10) that he “has not one, but two notaries sitting within arm’s reach in his office in Chicago every day!” First, he cites no evidence for this assertion, so the Court may disregard it under [ARCAP 13\(a\)\(7\)\(A\)](#).

Second, even if he does have two notaries at his disposal, that does not mean the superior court had to disregard the evidence that he sought to find a notary who would notarize *without the signatory’s physical presence*. For example, perhaps someone engaging in backdating would want to avoid suspicion by not using one of his regular notaries. Or perhaps he did not want to ask his notaries to violate their duties. Or perhaps he asked his notaries and they refused. Or perhaps he wanted to (or had to) use an Arizona notary. Or perhaps his two regular notaries were simply unavailable. The supposed fact that he has two notaries did not require the superior court to believe him instead of Ms. Buchholtz.

Third, Mr. Lee presumably focuses on his notaries to suggest that he had no role in affixing the May 1 date or notary stamp. But that still would not justify reversal because as explained above ([Argument § I.E.1](#)), he still

repeatedly lied to the Court by swearing that he *never* signed the document and that the signature was a forgery. As before, perhaps his story would bear some weight (although still not warrant reversal) if he had consistently stated below “I signed that document in August, not in May.” But instead, he doubled- and tripled-down on the lie that he never signed the document at all.

(c) Pointing the finger at Dr. Kirk does not warrant reversal.

Mr. Lee then (at 10) turns the focus to Dr. Kirk, claiming that if Ms. Buchholtz is correct, then “Dr. Kirk perjured himself at his deposition” because the two stories cannot both be true.

As a threshold matter, this does not require reversal. The only ruling on appeal is the decision to impose sanctions on Mr. Lee, not any decision not to sanction Dr. Kirk. Dr. Kirk did not lie in his deposition. But even if he did, that does not make the superior court’s findings clearly erroneous or make the sanctions an abuse of discretion. The superior court had ample discretion to find that even if “both parties are either lying or misremembering,” as Mr. Lee claims (at 10), Mr. Lee’s conduct warranted sanctions. As just one example, Mr. Lee kept up the lie, repeatedly claiming

that he *never* signed the document and that his signature had been forged. That alone warrants sanctions.

Moreover, Dr. Kirk did not perjure himself. He repeatedly equivocated in his deposition, saying “I am assuming if that’s the date and we all signed, yes, that’s the only thing that would make sense,” and “I am 90 percent certain” (but not 100 percent). [IR-403, Ex. 3 at 110:15-111:7 ([APP237-38](#)).]

None of this makes the sanctions award an abuse of discretion or shows that the superior court’s findings about *Mr. Lee’s* conduct were clearly erroneous.

- 3. The attorney general’s investigation is irrelevant because he first made this argument in a motion for reconsideration, and in any event it does not show that the superior court’s findings were clearly erroneous.**

Mr. Lee devotes several pages (at 11-13) to an investigation by the attorney general into the notary. Mr. Lee’s sole point (at 13) is that if he did the things the superior court found he did, “then what possible reason would he have to initiate an investigation into the notary?” Said another way (at 13), if he did those things, then initiating the investigation into the notary “would be entirely nonsensical and serve no purpose whatsoever.”

First, Mr. Lee raised this argument for the first time below in a motion for reconsideration. [IR-768.] “Generally, arguments raised for the first time in a motion for reconsideration are not preserved for appeal.” *Levine v. Haralson, Miller, Pitt, Feldman & McAnally, P.L.C.*, [244 Ariz. 234, 239, ¶ 16](#) (App. 2018). The Court is especially hesitant to consider new arguments when “the prevailing party below [was] ... deprived of the opportunity to fairly respond.” *Ramsey v. Yavapai Fam. Advoc. Ctr.*, [225 Ariz. 132, 137, ¶ 18](#) (App. 2010). Because Mr. Lee raised this argument for the first time in his motion for reconsideration, and the superior court denied Mr. Lee’s motion without requesting a response, the Court should disregard this argument on appeal. Second, the fact that he initiated an investigation into the notary does not make the superior court’s factual findings clearly erroneous or make the sanctions an abuse of discretion. It’s the equivalent of a murderer claiming, “I can’t be the killer because I’m the one who found the body and called 911!” Or, “I can’t be the killer, because I went to the police to report her missing!” The culpable party sometimes goes to the authorities, and the superior court was not obligated to find otherwise. And again, as explained repeatedly above ([§ I.E.1.b](#)), this still does not explain Mr. Lee continuing to tell the superior court that he “never signed” the document, the document

“does not contain [his] signature,” and the “signature was fraudulently affixed.” [IR-403, ¶¶ 5, 11 ([APP233](#), [APP234](#)).]

The court therefore had ample bases to deny Mr. Lee’s motion for reconsideration.

II. The superior court correctly found Mr. Lee liable under the purchase agreement he signed.

A. Standard of review.

On an appeal from a bench trial, this Court “defer[s] to a superior court’s findings of fact unless clearly erroneous, but ... review[s] its conclusions of law de novo.” *Town of Marana v. Pima Cnty.*, [230 Ariz. 142, 152, ¶ 46](#) (App. 2012); accord [Ariz. R. Civ. P. 52\(a\)\(6\)](#) (“Findings of fact, whether based on oral or other evidence, must not be set aside unless clearly erroneous, and the reviewing court must give due regard to the trial court’s opportunity to judge the credibility of witnesses.”). “To be clearly erroneous, a finding must be unsupported by any reasonable evidence.” *Van Dox*, [214 Ariz. at 304, ¶ 15](#).

The reviewing court must “view the evidence and reasonable inferences from that evidence in the light most favorable to the prevailing party” and affirm the superior court’s decision “if correct for any reason.”

FL Receivables Tr. 2002-A v. Arizona Mills, LLC, 230 Ariz. 160, 166, ¶ 24 (App. 2012).

B. Substantial evidence supports the superior court’s findings that Mr. Lee breached the purchase agreement.

The superior court entered judgment against Mr. Lee for \$1,649,096.49 on EOM&D’s breach-of-contract counterclaim. [IR-1268 at 2 ([APP217](#)).] This liability flows from the purchase agreement that Mr. Lee signed.

Mr. Lee signed a purchase agreement in which he and others agreed to purchase a partnership interest owned by Dr. Kirk and others. [Tr. Ex. 5 ([APP285](#)).] The superior court found that § 11 of the purchase agreement “imposes on Lee, Namroud, Ishac, and Harris a contractual obligation to pay \$50,000 per month.” [IR-991 at 6, ¶ 50 ([APP203](#)); *see also id.* at 14, ¶ 166 ([APP211](#)) (“Because Lee had an obligation under Section 11 of the Purchase Agreement to make the \$50,000 monthly payment, he is in breach of the Purchase Agreement.”).]

This finding is not clearly erroneous. The purchase agreement imposes this obligation: “In accordance with the terms of the Note, PC shall remit to the Partners the sum of Fifty Thousand (\$50,000.00) per month, commencing on November 1, 2015 and on the first of the month thereafter

until the balance of Two Million Five Hundred Thousand (\$2,500,000.00) is paid in full.” [Tr. Ex. 5, § 11 ([APP292](#)).] The purchase agreement defines the term “PC” as “Andrew Lee, Ramina Ishac, and Roula Harris, Johny Namroud.” [*Id.* at 1 ([APP285](#)).]

Substituting in the defined term, therefore, the purchase agreement imposes the following obligation: “In accordance with the terms of the Note, [Andrew Lee, Ramina Ishac, and Roula Harris, Johny Namroud] shall remit to the Partners the sum of Fifty Thousand (\$50,000.00) per month, commencing on November 1, 2015 and on the first of the month thereafter until the balance of Two Million Five Hundred Thousand (\$2,500,000.00) is paid in full.” [*Id.* at § 11 ([APP292](#)).] Mr. Lee signed the purchase agreement. [*Id.* at 25 ([APP309](#)).]

The superior court expressly relied on these provisions. [*See* IR-991 at 6, ¶¶ 48-49 ([APP203](#)).] These contractual provisions alone support the superior court’s ruling and demonstrate that the ruling is not clearly erroneous.

But that’s not all. At trial, Mr. Lee admitted he was required to make monthly payments to EOM&D under the purchase agreement:

Q. Well, you signed this agreement *committing yourself* to pay, along with your co-buyers, two point five million dollars in addition to the other amounts toward the purchase price, correct?

A. Correct.

[Tr. 8/2/21 at 151:10–14 ([APP322](#)) (emphasis added).]

Q. In 2015 when Kirk bought into—or, you know, sold his company and—and took a security interest, how much a year were *you supposed to pay him back*, if you add up the money?

A. \$50,000, including principal and interest.

Q. A month; right?

A. A month.

[Tr. 8/3/21 AM at 68:13–21 ([APP331](#)) (emphasis added).]

In other words, at trial Mr. Lee admitted that he had agreed to pay \$2.5 million, or \$50,000/month. This testimony further supports the superior court’s finding that Mr. Lee must pay the remaining balance of the purchase agreement.

The court then found that neither “Lee [n]or other buyers made monthly \$50,000 payments since December 2017,” and “[t]he amount owing is \$1,649,096.48.” [IR-991 at 14, ¶¶ 165, 167 ([APP211](#)).] Mr. Lee does not dispute either of these findings on appeal.

In addition, Mr. Lee did not file transcripts from the bench trial from which he now appeals. As explained above ([Argument § I.B.1](#)), “[w]hen a party fails to include necessary items, we assume they would support the court’s findings and conclusions.” *Baker*, [183 Ariz. at 73](#); accord *Blair*, [226 Ariz. at 217](#), ¶ 9. On this issue, too, the Court may assume that the testimony at trial supported the superior court’s findings.

In sum, the superior court’s findings supporting the judgment are not clearly erroneous. This Court should affirm.

C. Mr. Lee’s arguments on appeal do not warrant reversal.

1. Mr. Lee’s argument that Wicken Cure supposedly made payments is legally irrelevant and lacks sufficient citations.

Mr. Lee argues (at 13-14) that from 2015 until the appointment of a receiver, “ALL required monthly payments on the Note were made by Wicken, and only Wicken.” Although Mr. Lee does not explain exactly what the Court should do with this supposed fact, his cursory argument suggests that he thinks Wicken Cure, not Mr. Lee, should have sole and exclusive liability for making payments.

This argument (1) is irrelevant because the superior court imposed liability based on the purchase agreement, not the note; (2) lacks sufficient

record citations for the Court to consider it; and (3) is wrong because one entity's partial performance does not excuse a contracting party's remaining obligations.

(a) Mr. Lee's argument is irrelevant because the superior court found him liable under the purchase agreement, not the promissory note.

Mr. Lee's argument improperly conflates two documents in the case. This issue involves two relevant documents: (1) a purchase agreement signed by Mr. Lee in his personal capacity (Tr. Ex. 5 ([APP285](#))), and (2) a promissory note signed by Mr. Lee as a member of Wicken Cure, LLC (Tr. Ex. 6 ([APP313](#))).

The superior court found Mr. Lee liable under the purchase agreement: "he is in breach of the *Purchase Agreement*." [IR-991 at 14, ¶ 166 ([APP211](#)); see also *id.* at 6, ¶¶ 48-50 ([APP203](#)) (referencing "Purchase Agreement").] It expressly distinguished between the purchase agreement and the promissory note, noting that the payment obligation in the purchase agreement "is parallel to, but independent of the \$2.5 Million Note." [*Id.* at 6, ¶ 51 ([APP203](#)).]

On appeal, Mr. Lee insists (at 14) that the "payments on the *Note* were made by Wicken[.]" If there is any doubt about his argument, the section

heading (at 13) confirms his sole focus on the note: “All Payments on the *Note* were always and only made by Wicken.” (Emphases altered.)

Wicken Cure’s payments on the *promissory note* are irrelevant because the superior court did not find Mr. Lee liable under the promissory note; it found him liable under the *purchase agreement*.

(b) Mr. Lee does not identify where he raised this argument below or cite any evidence that supports his argument about Wicken Cure’s payments.

A party’s opening brief must contain, “[f]or each contention, references to the record on appeal where the particular issue was raised and ruled on.” [ARCAP 13\(a\)\(7\)\(B\)](#). Mr. Lee does not identify where he raised this argument before the superior court. This failure is particularly bad in a case with a record as long and complex as this one. Neither the Court nor Dr. Kirk have the burden of sifting through the 1,000+ record items or mountains of transcripts (most of which are not even in the record) to determine whether Mr. Lee raised the issue below. Moreover, Mr. Lee’s failure to supply the complete trial transcript also prevents this Court and Dr. Kirk from determining whether he raised the issue at trial. The Court may therefore consider the argument waived. *See Richer*, [255 Ariz. at 362](#), ¶

30 (argument waived when appellant “does not inform us where this argument was raised in the superior court”).

Compounding the problem, Mr. Lee does not cite any evidence that actually supports the key factual premise of his argument. This argument necessarily relies on the premise that Wicken Cure in fact made all payments and that Mr. Lee made no payments of any kind. The only citation Mr. Lee offers (at 14) is “C.I. 991, at ¶¶’s 162–63.”

As a threshold matter, IR-991 is the superior court’s ruling. It is not evidence. More fundamentally, the citation does not support Mr. Lee’s assertion. The cited paragraphs read in full:

162. The Court granted the request and placed MMJ and Wicken Cure in receivership on December 20, 2017. MMJ and Wicken Cure have been operating under receivership since then.

163. From the time the Lee group bought MMJ until the receivership was put in place, the monthly \$50,000 payments on the \$2.5 Million Note were paid, with the exception of three months during which Kirk agreed to forbearance.

[IR-991 at 14 ([APP211](#)).]

These paragraphs do not support the assertion that Wicken Cure made the payments; they merely acknowledge that money funds “were paid.” The superior court’s passive voice does not reveal *who made the payments*.

Consequently, this record item does not support Mr. Lee's assertion that Wicken Cure made all payments.

Because Mr. Lee's opening brief does not cite any evidence that supports his argument, the Court must affirm. He cannot cure the issue on reply. See *Austin v. Austin*, [237 Ariz. 201, 204 n.1](#) (App. 2015) ("We note, however, that Josiah, for the first time in his reply brief, alleges several of the trial court's factual findings are clearly erroneous. But '[w]e will not consider arguments made for the first time in a reply brief.'" (quoting *Dawson v. Withycombe*, [216 Ariz. 84, 111, ¶ 91](#) (App. 2007))).

(c) Mr. Lee's argument is irrelevant because an entity's partial performance does not excuse a contracting party's remaining obligation.

To support his cursory argument that Wicken Cure bears sole responsibility for making payments on the loan, Mr. Lee cites (at 14) to *United California Bank v. Prudential Insurance Co. of America*, [140 Ariz. 238, 266](#) (App. 1983), for the proposition that "The acts of the parties themselves, before disputes arise, are the best evidence of the meaning of doubtful contractual terms."

Even assuming the record supports Mr. Lee's contention that Wicken Cure made all monthly payments on the promissory note before the

receivership (again, he has not pointed to any evidence in the record that it did, *see* [Argument § II.C.1.b](#)), it does not affect *Mr. Lee's* obligation to make the remaining monthly payments under the purchase agreement. A third party's partial performance does not relieve the contracting party's remaining obligation.

For example, consider an 18-year-old, Adam, who purchases a car and signs a purchase agreement requiring him to make monthly payments on the loan for three years. After Adam signs the contract, his parents make all the payments for a year and then stop. Adam remains liable for the remaining two years of payments. He signed the contract and agreed to make the payments. The fact that a third party made some payments does not excuse his remaining contractual obligations.

Here, Mr. Lee signed the purchase agreement requiring him to make monthly payments. Wicken Cure's partial payment does not change Mr. Lee's obligation to make the remaining payments under the purchase agreement. When Wicken Cure stopped making payments, Mr. Lee breached the purchase agreement by failing to make the remaining monthly payments. Partial payment by another entity does not excuse the contracting party's remaining obligation.

In sum, the supposed fact that Wicken Cure made some payments, even if true, does not render the superior court's findings clearly erroneous because Mr. Lee still remains liable for the remaining payments under the purchase agreement.

2. The superior court correctly harmonized the parties' agreements, and Mr. Lee does not sufficiently develop an argument to the contrary.

In his second sub-argument (at 14-15), Mr. Lee argues that the superior court did not harmonize the contract terms. But he does not identify what contract terms the superior court supposedly overlooked, and in any event the superior court considered all relevant terms.

(a) Mr. Lee does not identify what terms the superior court supposedly failed to consider.

Mr. Lee argues (at 14) that "in interpreting the Purchase Agreement," the superior court "focused entirely on Section 11 of the same, and none of the other provisions contained therein." The Court may summarily affirm because Mr. Lee does not sufficiently develop this argument to enable the Court to consider it.

To properly present this argument, Mr. Lee needed to specifically identify the particular provisions the superior court failed to consider and

present a legal argument for why the superior court committed reversible error. He has done neither.

He identifies no specific contractual provisions. Other than § 11 of the purchase agreement, he refers (at 15) to only the promissory note and the pledge agreement. But he does not identify any particular terms in those documents, nor does he quote from them or analyze the text of their provisions at all. This drive-by reference with no analysis is not sufficient to carry his burden to show reversible error. *See* [ARCAP 13\(a\)\(7\)\(A\)](#) (argument section must contain “[a]ppellant’s contentions concerning each issue presented for review, with supporting reasons for each contention”).

In addition, this sub-argument again violates the requirement that the opening brief contain “references to the record on appeal where the particular issue was raised and ruled on.” [ARCAP 13\(a\)\(7\)\(B\)](#). His opening brief does not identify where he told the superior court that it must consider the other contractual provisions, let alone how to harmonize them with § 11. The Court may therefore consider the argument waived. *See Richer*, [255 Ariz. at 362, ¶ 30](#) (argument waived when appellant “does not inform us where this argument was raised in the superior court.”).

(b) The superior court harmonized the terms of the agreement, and Mr. Lee does not confront the superior court's analysis.

The court has a general “duty to ‘harmonize all parts of the contract ... by a reasonable interpretation in view of the entire instrument.’” *Aztar Corp. v. U.S. Fire Ins. Co.*, [223 Ariz. 463, 475, ¶ 41](#) (App. 2010) (quoting *Brisco v. Meritplan Ins. Co.*, [132 Ariz. 72, 75](#) (App. 1982)). The court must construe the contract to “give effect to all of its provisions” and avoid “render[ing] another provision meaningless.” *Norman v. Recreation Ctrs. of Sun City, Inc.*, [156 Ariz. 425, 427–28](#) (App. 1988) (citations omitted).

The superior court did exactly that. The superior court found that § 11 of the purchase agreement imposes an obligation on Mr. Lee, as part of the defined term “PC,” to pay \$50,000/month. [IR-991 at 6, ¶ 50 ([APP203](#)); *id.* at 14, ¶ 166 ([APP211](#)).] It also found that Wicken Cure was the “only maker” under the \$2.5 million promissory note. [*Id.* at 6, ¶ 52 ([APP203](#)).] Mr. Lee and the other members of PC were not obligated to make payments on the note. [*Id.* ([APP203](#)).]

The superior court acknowledged that “Section 11 and the \$2.5 Million Note say different things, and the most reasonable way to harmonize them is to interpret them as they are written.” [*Id.* at 16 ([APP213](#)).] It expressly

distinguished between the purchase agreement and the promissory note, concluding that Mr. Lee's individual obligation under § 11 of the purchase agreement was "parallel to, but independent of the \$2.5 million Note." [*Id.* at 6, ¶ 51 ([APP203](#)).]

Although Wicken Cure had an independent obligation to make monthly payments on the promissory note, "its non-payment [wa]s excused by virtue of the receivership." [*Id.* at 16 ([APP213](#)).] The court therefore found that Wicken Cure did not default on the promissory note. [*Id.* ([APP213](#)).] Because Mr. Lee "was not under receivership," his obligation to make monthly payments under the purchase agreement was not excused. [*Id.* ([APP213](#)).] Thus, the court concluded that Mr. Lee "breached his payment obligation under Section 11 of the [Purchase] Agreement" by failing to make payments and was liable for the remaining balance of the purchase agreement. [*Id.* ([APP213](#)).]

In sum, after harmonizing the provisions to give effect to each one, the superior court found that the purchase agreement and promissory note impose parallel obligations on PC (including Mr. Lee) and Wicken Cure to make monthly payments. The court therefore concluded that Mr. Lee

breached the purchase agreement by failing to make payments and had an independent obligation to pay the remaining balance.

The fact that the various documents result in multiple people promising to perform the same obligation is not unusual. Under long-settled law, “[w]here two or more parties to a contract promise the same performance to the same promisee, each is bound for the whole performance thereof, whether his duty is joint, several, or joint and several.” [Restatement \(Second\) of Contracts § 289\(1\) \(1981\)](#). Williston on Contracts confirms that “[t]he term ‘same performance’ in this setting refers to the situation in which A and B promise to do a single thing, such as a promise to repay a loan made by C.” [12 Williston on Contracts § 36:4 \(4th ed.\)](#). In this situation, “each joint promisor is liable for the whole performance jointly assumed.” [12 Williston on Contracts § 36:1](#).

Most states, including Arizona, even have statutes providing that “some or all promises which would otherwise create only joint duties create joint and several duties.” [Restatement \(Second\) of Contracts § 289\(3\)](#); *see also* [12 Williston on Contracts § 36:2](#) (“The traditional distinctions between joint, several, and joint and several obligations have been abolished to a great degree by statutes which provide that joint obligations are to be treated as

joint and several.”). Under Arizona’s statute, “[a]ll parties to a joint obligation, including negotiable paper and partnership debts, shall be severally liable also for the full amount of such obligations.” [A.R.S. § 44-141\(A\)](#).

Jurisdictions across the country follow this blackletter law, in which each party to a joint obligation is liable for the entire obligation. For example, under New York law, “when two or more entities take on a[] [contractual] obligation ... they [generally] do so jointly.” *NYKCool A.B. v. Pac. Fruit, Inc.*, [507 F. App’x 83, 87](#) (2d Cir. 2013) (quoting *Wujin Nanxiashu Secant Factory v. Ti-Well Int’l Corp.*, [22 A.D.3d 308, 310–11](#) (N.Y. App. Div. 2005)). Citing the [Restatement \(Second\) of Contracts § 289\(1\)](#), *NYKCool* affirmed an arbitration panel’s conclusion that co-promisors on a contract could be held “jointly and severally liable for damages arising out of that contract.” [507 F. App’x at 87](#).

The Fourth Circuit encountered facts similar to this case in *Halsey v. Urban Telecommunications Corp.*, [95 F.3d 41](#) (table), 1996 WL 482682 (4th Cir. 1996). There, the president of a corporation signed an agreement in his personal and professional capacity agreeing to pay a commission to an investment banker to acquire financing for a television station. *Id.* at *1. Virginia law, like Arizona law, “renders a party to a contract responsible for

its whole performance.” *Id.* at *2. Relying on the [Restatement \(Second\) of Contracts § 289\(1\)](#) and Virginia law, the Fourth Circuit affirmed the district court’s finding that the president’s “dual signatures rendered him both personally and professionally liable for the commission payments.” *Id.*

Here, the superior court properly applied the longstanding concept of joint liability to the parties’ joint obligation. Mr. Lee (and others) and Wicken Cure each promised to make monthly payments. By promising the same performance to the same promisee, each promisor has a parallel obligation to make the payments. Accordingly, the court could therefore hold any promising party liable for the entire obligation. The superior court’s conclusion that Mr. Lee breached the purchase agreement and is liable for the remaining balance is consistent with this longstanding principle of contract law.

The superior court’s conclusion also makes sense as a practical matter. Recall the example above ([Argument § II.C.1.c](#)) involving Adam, who agreed to make monthly payments on his car loan. Imagine if in addition to Adam agreeing to make payments, Adam’s parents had also signed another document agreeing to make the same payments. His parents make the payments for a year and then stop. His parents are in breach. But so is

Adam. Adam is *still* liable under his own purchase agreement for failing to make monthly payments, and the contractual counterparty can sue Adam alone and obtain a judgment against Adam individually for the remaining payments. This is the nature of multiple promises for the same performance.

In sum, the court's finding that Mr. Lee was liable for the remaining balance on the purchase agreement harmonizes the multiple promises in the purchase agreement and promissory note and is consistent with settled law.

Mr. Lee does not seriously confront the superior court's analysis. Although he says (at 14-15) the court focused entirely on § 11 of the purchase agreement, that's simply not true. The court discussed the other provisions of the purchase agreement, promissory note, and pledge agreement (IR-991 at 6, ¶¶ 45-54 ([APP203](#))) and harmonized the terms. Mr. Lee does not explain why the court's interpretation was unreasonable or amounts to reversible error. See [ARCAP 13\(a\)\(7\)\(A\)](#) (argument section must contain "[a]ppellant's contentions concerning each issue presented for review, with supporting reasons for each contention").

Instead, he argues (at 14-15) that § 11 merely states in general terms what the promissory note and pledge agreement state in specific terms, and where general and specific provisions conflict, the specific provisions

control. But that principle requires a conflict between two provisions. *See Brisco*, [132 Ariz. at 75](#) (“[W]here there is an inconsistency in a contract, the specific provisions qualify the meaning of the general provisions.”). There is no conflict between the promissory note and purchase agreement terms, and Mr. Lee has not identified one. Instead, the superior court properly interpreted the purchase agreement and promissory note to give effect to each term, which results in a joint obligation consistent with Arizona law.

Moreover, Mr. Lee does not explain why this principle would relieve him of his obligation to make monthly payments under § 11 or why the terms of the promissory note and pledge agreement are more specific.

REQUEST FOR ATTORNEYS’ FEES

Pursuant to [ARCAP 21](#), EOM&D, Dr. Kirk, and Mrs. Kirk request attorneys’ fees under:

- § 30 of the purchase agreement [Tr. Ex. 5, § 30 ([APP307](#));
- [A.R.S. § 341.01](#);
- [A.R.S. § 12-349\(A\)\(3\)](#); and [ARCAP 25](#). In his opening brief, Mr. Lee repeats *verbatim* many of the same statements and arguments that led the superior court find in the first place that Mr. Lee unreasonably expanded the proceedings. [See, e.g., IR-699 at 3-7; IR-768 at 2-3; IR-1295 at 6-8.] If this Court affirms, it should award fees on the same basis.

CONCLUSION

The Court should affirm.

RESPECTFULLY SUBMITTED this 29th day of December, 2023.

OSBORN MALEDON, P.A.

By /s/ Eric M. Fraser

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171.	ORDER	May. 17, 2018
172.	ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, PC FOR THE PERIOD FEBRUARY 1, 2018 TO FEBRUARY 28, 2018	May. 17, 2018
173.	ME: RULING [05/16/2018]	May. 18, 2018
174.	MOTION FOR PARTIAL SUMMARY JUDGMENT	May. 18, 2018
175.	(PART 1 OF 2) SEPARATE STATEMENT OF FACTS IN SUPPORT OF MOTION FOR PARTIAL SUMMARY JUDGMENT	May. 18, 2018

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176.	(PART 2 OF 2) SEPARATE STATEMENT OF FACTS IN SUPPORT OF MOTION FOR PARTIAL SUMMARY JUDGMENT	May. 18, 2018
177.	NOTICE OF DEPOSIT WITH THE COURT	May. 21, 2018
178.	(PART 1 OF 2) NOTICE OF ALTERNATIVE SERVICE ON COUNTERDEFENDANTS JOHNY NAMROUD AND JIMMY KHIO	May. 22, 2018
179.	(PART 2 OF 2) NOTICE OF ALTERNATIVE SERVICE ON COUNTERDEFENDANTS JOHNY NAMROUD AND JIMMY KHIO	May. 22, 2018
180.	ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, PC FOR THE PERIOD MARCH 1, 2018 TO MARCH 31, 2018	May. 30, 2018
181.	ORDER APPROVING THE RECEIVER'S MOTION TO EMPLOYMENT OF MANAGER FOR THE DISPENSARY AND CULTIVATION FACILITY	May. 30, 2018
182.	(PART 1 OF 3) MOTION FOR ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD APRIL 1, 2018 TO APRIL 30, 2018	May. 31, 2018
183.	(PART 2 OF 3) MOTION FOR ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD APRIL 1, 2018 TO APRIL 30, 2018	May. 31, 2018
184.	(PART 3 OF 3) MOTION FOR ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD APRIL 1, 2018 TO APRIL 30, 2018	May. 31, 2018
185.	MOTION FOR ORDER DIRECTING CLERK OF COURT TO RELEASE FUNDS	Jun. 7, 2018
186.	JOINT STIPULATION AND MOTION TO RESCHEDULE THE JUNE 8 ORAL ARGUMENT ON DEFENDANTS / COUNTERCLAIMANTS' MOTION FOR PARTIAL JUDGMENT ON THE PLEADINGS	Jun. 7, 2018
187.	ORDER	Jun. 14, 2018
188.	ME: ORDER SIGNED [06/14/2018]	Jun. 18, 2018
189.	STIPULATION FOR EXTENSION OF TIME	Jun. 26, 2018
190.	(PART 1 OF 3) MOTION FOR ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD MAY 1, 2018 TO MAY 31, 2018	Jun. 27, 2018

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191.	(PART 2 OF 3) MOTION FOR ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD MAY 1, 2018 TO MAY 31, 2018	Jun. 27, 2018
192.	(PART 3 OF 3) MOTION FOR ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD MAY 1, 2018 TO MAY 31, 2018	Jun. 27, 2018
193.	APPLICATION FOR ENTRY OF DEFAULTS CONCERNING COUNTERDEFENDANTS JOHNY NAMROUD, DIANA NAMROUD, AND JIMMY KHIO	Jun. 28, 2018
194.	(PART 1 OF 2) AFFIDAVIT OF COLIN M. PROKSEL IN SUPPORT OF APPLICATION FOR ENTRY OF DEFAULTS CONCERNING COUNTERDEFENDANTS JOHNY NAMROUD, DIANA NAMROUD AND JIMMY KHIO	Jun. 28, 2018
195.	(PART 2 OF 2) AFFIDAVIT OF COLIN M. PROKSEL IN SUPPORT OF APPLICATION FOR ENTRY OF DEFAULTS CONCERNING COUNTERDEFENDANTS JOHNY NAMROUD, DIANA NAMROUD AND JIMMY KHIO	Jun. 28, 2018
196.	ORDER GRANTING EXTENSION OF TIME	Jun. 29, 2018
197.	ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, PC FOR THE PERIOD APRIL 1, 2018 TO APRIL 30, 2018	Jun. 29, 2018
198.	ME: ORDER ENTERED BY COURT [07/05/2018]	Jul. 6, 2018
199.	MOTION FOR INSTRUCTIONS ON THE DISPOSITION OF CERTAIN MARIJUANA PRODUCTS	Jul. 6, 2018
200.	ORDER APPROVING RECEIVER'S MOTION FOR ORDER DIRECTING CLERK OF THE COURT TO RELEASE FUNDS	Jul. 10, 2018
201.	AFFIDAVIT OF SERVICE	Jul. 11, 2018
202.	NOTICE OF DEPOSIT WITH THE COURT	Jul. 24, 2018
203.	MOTION FOR EXTENSION OF TIME TO FILE RESPONSE TO DEFENDANT/COUNTERCLAIMANTS' MOTION FOR PARTIAL SUMMARY JUDGMENT	Jul. 24, 2018
204.	MOTION FOR ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD JUNE 1, 2018 TO JUNE 30, 2018	Jul. 24, 2018

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205.	RESPONSE TO THE RECEIVER'S MOTION FOR INSTRUCTIONS ON THE DISPOSITION OF CERTAIN MARIJUANA PRODUCTS	Jul. 25, 2018
206.	ME: ORAL ARGUMENT RESET [07/25/2018]	Jul. 31, 2018
207.	NOTICE RE: RECEIVER'S MOTION FOR INSTRUCTIONS ON THE DISPOSITION OF CERTAIN MARIJUANA PRODUCTS	Jul. 31, 2018
208.	ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, PC FOR THE PERIOD MAY 1, 2018 TO MAY 31, 2018	Aug. 1, 2018
209.	APPLICATION FOR SUBSTITUTION OF COUNSEL WITH CLIENT CONSENT	Aug. 2, 2018
210.	AMENDED ORDER APPROVING RECEIVER'S MOTION FOR ORDER DIRECTING CLERK OF THE COURT TO RELEASE FUNDS	Aug. 6, 2018
211.	MOTION FOR ORDER DIRECTING CLERK OF COURT TO RELEASE FUNDS	Aug. 7, 2018
212.	(PART 1 OF 2) RECEIVER'S REPLY TO RESPONSE TO THE RECEIVER'S MOTION FOR INSTRUCTIONS ON THE DISPOSITION OF CERTAIN MARIJUANA PRODUCTS	Aug. 8, 2018
213.	(PART 2 OF 2) RECEIVER'S REPLY TO RESPONSE TO THE RECEIVER'S MOTION FOR INSTRUCTIONS ON THE DISPOSITION OF CERTAIN MARIJUANA PRODUCTS	Aug. 8, 2018
214.	NOTICE OF RELEASE OF DEPOSIT WITH THE COURT	Aug. 9, 2018
215.	(PART 1 OF 4) MOTION TO COMPEL PRODUCTION OF ALL ATTORNEY CLIENT FILES TO RECEIVER	Aug. 17, 2018
216.	(PART 2 OF 4) MOTION TO COMPEL PRODUCTION OF ALL ATTORNEY CLIENT FILES TO RECEIVER	Aug. 17, 2018
217.	(PART 3 OF 4) MOTION TO COMPEL PRODUCTION OF ALL ATTORNEY CLIENT FILES TO RECEIVER	Aug. 17, 2018
218.	(PART 4 OF 4) MOTION TO COMPEL PRODUCTION OF ALL ATTORNEY CLIENT FILES TO RECEIVER	Aug. 17, 2018
219.	(PART 1 OF 5) MOTION TO PAY AND MODIFY PRE-RECEIVERSHIP OBLIGATION	Aug. 17, 2018
220.	(PART 2 OF 5) MOTION TO PAY AND MODIFY PRE-RECEIVERSHIP OBLIGATION	Aug. 17, 2018

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221.	(PART 3 OF 5) MOTION TO PAY AND MODIFY PRE-RECEIVERSHIP OBLIGATION	Aug. 17, 2018
222.	(PART 4 OF 5) MOTION TO PAY AND MODIFY PRE-RECEIVERSHIP OBLIGATION	Aug. 17, 2018
223.	(PART 5 OF 5) MOTION TO PAY AND MODIFY PRE-RECEIVERSHIP OBLIGATION	Aug. 17, 2018
224.	(PART 1 OF 3) MOTION FOR ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD JULY 1, 2018 TO JULY 31, 2018	Aug. 23, 2018
225.	(PART 2 OF 3) MOTION FOR ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD JULY 1, 2018 TO JULY 31, 2018	Aug. 23, 2018
226.	(PART 3 OF 3) MOTION FOR ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD JULY 1, 2018 TO JULY 31, 2018	Aug. 23, 2018
227.	RESPONSE TO DEFENDANTS/COUNTERCLAIMANTS' MOTION FOR PARTIAL SUMMARY JUDGMENT	Aug. 24, 2018
228.	(PART 1 OF 5) LEES' RESPONSIVE AND CONTROVERTING STATEMENT OF FACTS	Aug. 24, 2018
229.	(PART 2 OF 5) LEES' RESPONSIVE AND CONTROVERTING STATEMENT OF FACTS	Aug. 24, 2018
230.	(PART 3 OF 5) LEES' RESPONSIVE AND CONTROVERTING STATEMENT OF FACTS	Aug. 24, 2018
231.	(PART 4 OF 5) LEES' RESPONSIVE AND CONTROVERTING STATEMENT OF FACTS	Aug. 24, 2018
232.	(PART 5 OF 5) LEES' RESPONSIVE AND CONTROVERTING STATEMENT OF FACTS	Aug. 24, 2018
233.	ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, PC FOR THE PERIOD JUNE 1, 2018 TO JUNE 30, 2018	Aug. 27, 2018
234.	ORDER TO WITHDRAWAL AS CO-COUNSEL OF RECORD FOR DEFENDANTS/COUNTERCLAIMANTS EOM&D MANAGEMENT, LLC., WITH CONSENT	Aug. 27, 2018
235.	ORDER APPROVING RECEIVER'S MOTION FOR ORDER DIRECTING CLERK OF THE COURTS TO RELEASE FUNDS	Aug. 27, 2018

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236.	[PROPOSED] ORDER GRANTING APPLICATION FOR SUBSTITUTION OF COUNSEL WITH CLIENT CONSENT	Aug. 27, 2018
237.	RECEIVER'S MOTION FOR AUTHORIZATION TO REJECT EXECUTORY LEASE	Aug. 29, 2018
238.	MOTION FOR TAX AUTHORIZATION	Aug. 30, 2018
239.	ME: ORDER ENTERED BY COURT [08/29/2018]	Aug. 31, 2018
240.	ORDER APPROVING RECEIVER'S MOTION TO PAY AND MODIFY PRE-RECEIVERSHIP OBLIGATION	Sep. 11, 2018
241.	ME: ORDER ENTERED BY COURT [09/11/2018]	Sep. 12, 2018
242.	(PART 1 OF 2) MOTION TO APPROVE REPORT OF THE RECEIVER'S RECOMMENDATIONS REGARDING RELOCATION OF MMJ DISPENSARY	Sep. 12, 2018
243.	(PART OF 2) MOTION TO APPROVE REPORT OF THE RECEIVER'S RECOMMENDATIONS REGARDING RELOCATION OF MMJ DISPENSARY	Sep. 12, 2018
244.	NOTICE OF RELEASE OF DEPOSIT WITH THE COURT	Sep. 12, 2018
245.	MOTION FOR RECONSIDERATION OF REJECTION OF RECEIVER'S MOTION TO COMPEL PRODUCTION OF ALL ATTORNEY CLIENT FILES	Sep. 13, 2018
246.	(PART 1 OF 3) MOTION FOR ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD AUGUST 1, 2018 TO AUGUST 31, 2018	Sep. 14, 2018
247.	(PART 2 OF 3) MOTION FOR ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD AUGUST 1, 2018 TO AUGUST 31, 2018	Sep. 14, 2018
248.	(PART 3 OF 3) MOTION FOR ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD AUGUST 1, 2018 TO AUGUST 31, 2018	Sep. 14, 2018
249.	EMERGENCY MOTION FOR EXTENSION OF TIME TO FILE REPLY RE DEFENDANTS' / COUNTERCLAIMANTS' MOTION FOR PARTIAL SUMMARY JUDGMENT AND REQUEST TO VACATE AND RESCHEDULE ORAL ARGUMENT	Sep. 14, 2018
250.	ME: ORAL ARGUMENT RESET [09/17/2018]	Sep. 20, 2018

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251.	ME: ORDER ENTERED BY COURT [09/18/2018]	Sep. 20, 2018
252.	NOTICE OF SECOND EXTENSION OF TIME TO FILE REPLY RE DEFENDANTS' / COUNTERCLAIMANTS' MOTION FOR PARTIAL SUMMARY JUDGMENT	Sep. 21, 2018
253.	NOTICE OF ERRATA RE: SECOND EXTENSION OF TIME TO FILE REPLY RE: MOTION FOR PARTIAL SUMMARY JUDGMENT	Sep. 21, 2018
254.	DEFENDANTS' / COUNTERCLAIMANTS' REPLY RE: MOTION FOR PARTIAL SUMMARY JUDGMENT	Sep. 24, 2018
255.	COUNTERCLAIMANTS' SUPPLEMENTAL STATEMENT OF FACTS IN REPLY TO COUNTERDEFENDANTS' CONTROVERTING STATEMENT OF FACTS	Sep. 24, 2018
256.	ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, PC FOR THE PERIOD JULY 1, 2018 TO JULY 31, 2018	Sep. 25, 2018
257.	(PART 1 OF 2) LEES' OBJECTION TO RECEIVER'S MOTION TO APPROVE REPORT OF THE RECEIVER'S RECOMMENDATIONS REGARDING RELOCATION OF MMJ DISPENSARY AND CROSS-MOTION TO APPROVE RELOCATION	Sep. 28, 2018
258.	(PART 2 OF 2) LEES' OBJECTION TO RECEIVER'S MOTION TO APPROVE REPORT OF THE RECEIVER'S RECOMMENDATIONS REGARDING RELOCATION OF MMJ DISPENSARY AND CROSS-MOTION TO APPROVE RELOCATION	Sep. 28, 2018
259.	NOTICE OF DEPOSIT WITH THE COURT	Sep. 28, 2018
260.	(PART 1 OF 2) PROPOSED INTERVENORS MARY DESLOOVER'S AND DAVID MANDO'S MOTION TO INTERVENE	Oct. 5, 2018
261.	(PART 2 OF 2) PROPOSED INTERVENORS MARY DESLOOVER'S AND DAVID MANDO'S MOTION TO INTERVENE	Oct. 5, 2018
262.	(PART 1 OF 2) PROPOSED INTERVENORS MARY DESLOOVER'S, DAVID MANDO'S, AND SUNDOS HAMZA'S AMENDED MOTION TO INTERVENE	Oct. 8, 2018
263.	(PART 2 OF 2) PROPOSED INTERVENORS MARY DESLOOVER'S, DAVID MANDO'S, AND SUNDOS HAMZA'S AMENDED MOTION TO INTERVENE	Oct. 8, 2018

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264.	RECEIVER'S REPLY TO LEE'S OBJECTION TO RECEIVER'S MOTION TO APPROVE REPORT OF THE RECEIVER'S RECOMMENDATIONS REGARDING RELOCATION OF MMJ DISPENSARY AND CROSS-MOTION TO APPROVE RELOCATION	Oct. 9, 2018
265.	ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C., FOR THE PERIOD AUGUST 1, 2018 TO AUGUST 31, 2018	Oct. 11, 2018
266.	ORDER APPROVING MOTION TO APPROVE REPORT OF THE RECEIVER'S RECOMMENDATION REGARDING RELOCATION OF THE MMJ DISPENSARY	Oct. 11, 2018
267.	ORDER APPROVING RECEIVER'S MOTION FOR TAX AUTHORIZATION	Oct. 11, 2018
268.	ORDER APPROVING RECEIVER'S MOTION FOR AUTHORIZATION TO REJECT EXECUTORY LEASE	Oct. 11, 2018
269.	MOTION TO APPROVE RECEIVER'S RECOMMENDATION TO CLOSE MMJ CULTIVATION FACILITY	Oct. 11, 2018
270.	PROOF OF MAILING ORDER APPROVING MOTION TO APPROVE REPORT OF THE RECEIVER'S RECOMMENDATION REGARDING RELOCATION OF THE MMJ DISPENSARY; ORDER APPROVING RECEIVER'S MOTION FOR TAX AUTHORIZATION AND ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER ...	Oct. 12, 2018
271.	PROOF OF MAILING ORDER APPROVING RECEIVER'S MOTION FOR AUTHORIZATION TO REJECT EXECUTORY LEASE	Oct. 12, 2018
272.	NOTICE OF DEPOSIT WITH THE COURT	Oct. 12, 2018
273.	ME: MATTER UNDER ADVISEMENT [10/12/2018]	Oct. 15, 2018
274.	ME: UNDER ADVISEMENT RULING [10/15/2018]	Oct. 16, 2018
275.	(PART 1 OF 3) MOTION FOR ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD SEPTEMBER 1, 2018 TO SEPTEMBER 30, 2018	Oct. 23, 2018
276.	(PART 2 OF 3) MOTION FOR ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD SEPTEMBER 1, 2018 TO SEPTEMBER 30, 2018	Oct. 23, 2018

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277.	(PART 3 OF 3) MOTION FOR ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD SEPTEMBER 1, 2018 TO SEPTEMBER 30, 2018	Oct. 23, 2018
278.	MOTION FOR ORDER DIRECTING CLERK OF COURT TO DEPOSIT FUNDS FOR BENEFIT OF RECEIVERSHIP DEFENDANTS	Oct. 23, 2018
279.	LEES' OBJECTION TO PROPOSED INTERVENORS MARY DESLOOVER'S, DAVID MANDO'S AND SUNDOS HAMZA'S AMENDED MOTION TO INTERVENE	Oct. 24, 2018
280.	ORDER RECONSIDERING REJECTION OF RECEIVER'S MOTION TO COMPEL PRODUCTION OF ALL ATTORNEY CLIENT FILES	Oct. 26, 2018
281.	MOTION FOR ORDER DIRECTING CLERK OF COURT TO DEPOSIT FUNDS FOR BENEFIT OF RECEIVERSHIP DEFENDANTS	Oct. 26, 2018
282.	DEFENDANTS/COUNTERCLAIMANTS' MOTION FOR RECONSIDERATION OF DENIAL OF SUMMARY JUDGMENT	Oct. 30, 2018
283.	EOM&D MANAGEMENT, LLC'S RESPONSE AND LIMITED OBJECTION TO THE RECEIVER'S MOTION TO APPROVE RECEIVER'S RECOMMENDATION TO CLOSE MMJ CULTIVATION FACILITY	Oct. 30, 2018
284.	PROPOSED INTERVENORS MARY DESLOOVER, DAVID MANDO AND SUNDOS HAMZA'S AMENDED MOTION TO INTERVENE	Nov. 5, 2018
285.	ME: ORDER ENTERED BY COURT [11/07/2018]	Nov. 8, 2018
286.	DEFENDANTS/COUNTERCLAIMANTS' NOTICE OF OBJECTION TO AND REQUEST FOR RECUSAL OF ASSIGNED JUDGE	Nov. 9, 2018
287.	STIPULATION FOR EXTENSION OF TIME	Nov. 13, 2018
288.	MOTION OF ANDREW LEE FOR CLARIFICATION	Nov. 13, 2018
289.	ME: ORDER ENTERED BY COURT [11/14/2018]	Nov. 15, 2018
290.	DEFENDANTS/COUNTERCLAIMANTS' NOTICE OF FILING UNDER SEAL	Nov. 16, 2018
291.	***SEALED*** ORIGINAL SEALED DOCUMENT (DECLARATION OF BASSAM NAHAS)	Nov. 19, 2018
292.	ME: DISQUALIFICATION [11/20/2018]	Nov. 26, 2018
293.	ME: CASE REASSIGNED [11/26/2018]	Nov. 27, 2018

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294.	REQUEST TO WITHDRAW AND STRIKE MOTION OF ANDREW LEE FOR CLARIFICATION	Dec. 4, 2018
295.	(PART 1 OF 3) MOTION FOR ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD OCTOBER 1, 2018 TO OCTOBER 31, 2018	Dec. 4, 2018
296.	(PART 2 OF 3) MOTION FOR ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD OCTOBER 1, 2018 TO OCTOBER 31, 2018	Dec. 4, 2018
297.	(PART 3 OF 3) MOTION FOR ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD OCTOBER 1, 2018 TO OCTOBER 31, 2018	Dec. 4, 2018
298.	(PART 1 OF 2) MOTION OF EOM&D MANAGEMENT, LLC FOR RELIEF FROM AMENDED ORDER APPOINTING RECEIVER	Dec. 6, 2018
299.	(PART 2 OF 2) MOTION OF EOM&D MANAGEMENT, LLC FOR RELIEF FROM AMENDED ORDER APPOINTING RECEIVER	Dec. 6, 2018
300.	DEFENDANTS'/COUNTERCLAIMANTS' MOTION FOR PARTIAL SUMMARY JUDGMENT RE: COUNTS I AND III OF PLAINTIFFS/COUNTERDEFENDANTS' VERIFIED COMPLAINT AND COUNT IV OF COUNTERCLAIMANTS' VERIFIED FIRST AMENDED COUNTERCLAIM	Dec. 6, 2018
301.	(PART 1 OF 2) DEFENDANTS'/COUNTERCLAIMANTS' SEPARATE STATEMENT OF FACTS IN SUPPORT OF MOTION FOR PARTIAL SUMMARY JUDGMENT RE: COUNTS I AND III OF PLAINTIFFS/COUNTERDEFENDANTS' VERIFIED COMPLAINT AND COUNT IV OF COUNTERCLAIMANTS' VERIFIED FIRST AMENDED ...	Dec. 6, 2018
302.	(PART 2 OF 2) DEFENDANTS'/COUNTERCLAIMANTS' SEPARATE STATEMENT OF FACTS IN SUPPORT OF MOTION FOR PARTIAL SUMMARY JUDGMENT RE: COUNTS I AND III OF PLAINTIFFS/COUNTERDEFENDANTS' VERIFIED COMPLAINT AND COUNT IV OF COUNTERCLAIMANTS' VERIFIED FIRST AMENDED ...	Dec. 6, 2018
303.	(PART 1 OF 2) MOTION FOR ORDER DIRECTING RECEIVER TO RELOCATE DISPENSARY OPERATIONS	Dec. 7, 2018
304.	(PART 2 OF 2) MOTION FOR ORDER DIRECTING RECEIVER TO RELOCATE DISPENSARY OPERATIONS	Dec. 7, 2018
305.	JOINT NOTICE OF OUTSTANDING MOTIONS AND STATUS	Dec. 11, 2018
306.	ME: CASE REASSIGNED [12/11/2018]	Dec. 12, 2018

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307.	ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C., FOR THE PERIOD SEPTEMBER 1, 2018 TO SEPTEMBER 30, 2018	Dec. 12, 2018
308.	ORDER DIRECTING CLERK OF COURT TO DEPOSIT FUNDS FOR BENEFIT OF RECEIVERSHIP DEFENDANTS	Dec. 12, 2018
309.	PROOF OF MAILING ORDER DIRECTING CLERK OF COURT TO DEPOSIT FUNDS FOR BENEFIT OF RECEIVERSHIP DEFENDANTS	Dec. 13, 2018
310.	NOTICE OF DEPOSIT WITH THE COURT	Dec. 14, 2018
311.	NOTICE OF DEPOSIT WITH THE COURT	Dec. 14, 2018
312.	NOTICE OF DEPOSIT WITH THE COURT	Dec. 14, 2018
313.	NOTICE OF DEPOSIT WITH THE COURT	Dec. 14, 2018
314.	NOTICE OF DEPOSIT WITH THE COURT	Dec. 14, 2018
315.	ME: STATUS CONFERENCE SET [12/12/2018]	Dec. 17, 2018
316.	ME: MOTION WITHDRAWN [12/12/2018]	Dec. 17, 2018
317.	NOTICE OF EXTENSION OF TIME TO FILE RESPONSE TO COUNTERDEFENDANTS' MOTION FOR ORDER DIRECTING RECEIVER TO RELOCATE DISPENSARY OPERATIONS	Dec. 20, 2018
318.	LEES' RESPONSE IN OBJECTION TO EOM&D MANAGEMENT, LLC'S MOTION FOR RELIEF FROM AMENDED ORDER APPOINTING RECEIVER	Dec. 26, 2018
319.	MOTION FOR ORDER DIRECTING CLERK OF COURT TO RELEASE FUNDS	Jan. 3, 2019
320.	NOTICE OF DEPOSIT WITH THE COURT	Jan. 3, 2019
321.	(PART 1 OF 3) MOTION FOR ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD NOVEMBER 1, 2018 TO NOVEMBER 30, 2018	Jan. 7, 2019
322.	(PART 2 OF 3) MOTION FOR ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD NOVEMBER 1, 2018 TO NOVEMBER 30, 2018	Jan. 7, 2019
323.	(PART 3 OF 3) MOTION FOR ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD NOVEMBER 1, 2018 TO NOVEMBER 30, 2018	Jan. 7, 2019

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324.	(PART 1 OF 6) RESPONSE TO MOTION FOR ORDER DIRECTING RECEIVER TO RELOCATE DISPENSARY OPERATIONS	Jan. 7, 2019
325.	(PART 2 OF 6) RESPONSE TO MOTION FOR ORDER DIRECTING RECEIVER TO RELOCATE DISPENSARY OPERATIONS	Jan. 7, 2019
326.	(PART 3 OF 6) RESPONSE TO MOTION FOR ORDER DIRECTING RECEIVER TO RELOCATE DISPENSARY OPERATIONS	Jan. 7, 2019
327.	(PART 4 OF 6) RESPONSE TO MOTION FOR ORDER DIRECTING RECEIVER TO RELOCATE DISPENSARY OPERATIONS	Jan. 7, 2019
328.	(PART 5 OF 6) RESPONSE TO MOTION FOR ORDER DIRECTING RECEIVER TO RELOCATE DISPENSARY OPERATIONS	Jan. 7, 2019
329.	(PART 6 OF 6) RESPONSE TO MOTION FOR ORDER DIRECTING RECEIVER TO RELOCATE DISPENSARY OPERATIONS	Jan. 7, 2019
330.	JOINDER IN KIRKS' RESPONSE TO MOTION FOR ORDER DIRECTING RECEIVER TO RELOCATE DISPENSARY OPERATIONS	Jan. 7, 2019
331.	NOTICE OF EXTENSION OF TIME TO FILE REPLY RE: MOTION OF EOM&D MANAGEMENT, LLC FOR RELIEF FROM AMENDED ORDER APPOINTING RECEIVER	Jan. 8, 2019
332.	ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C., FOR THE PERIOD OF OCTOBER 1, 2018 TO OCTOBER 31, 2018	Jan. 9, 2019
333.	(PART 1 OF 3) REPLY IN SUPPORT OF MOTION OF EOM&D MANAGEMENT, LLC FOR RELIEF FROM AMENDED ORDER APPOINTING RECEIVER	Jan. 9, 2019
334.	(PART 2 OF 3) REPLY IN SUPPORT OF MOTION OF EOM&D MANAGEMENT, LLC FOR RELIEF FROM AMENDED ORDER APPOINTING RECEIVER	Jan. 9, 2019
335.	(PART 3 OF 3) REPLY IN SUPPORT OF MOTION OF EOM&D MANAGEMENT, LLC FOR RELIEF FROM AMENDED ORDER APPOINTING RECEIVER	Jan. 9, 2019
336.	NOTICE OF DEPOSIT WITH THE COURT	Jan. 10, 2019
337.	DEFENDANTS/COUNTERCLAIMANTS' NOTICE OF ERRATA RE: RESPONSE TO MOTION FOR ORDER DIRECTING RECEIVER TO RELOCATE DISPENSARY OPERATIONS	Jan. 14, 2019

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338.	PROOF OF MAILING ORDER APPROVING FEES AND COSTS BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD OCTOBER 1, 2018 THROUGH OCTOBER 31, 2018	Jan. 15, 2019
339.	ME: ORAL ARGUMENT SET [01/17/2019]	Jan. 18, 2019
340.	(PART 1 OF 2) NOTICE OF ERRATA RE: MOTION OF EOM&D MANAGEMENT, LLC FOR RELIEF FROM AMENDED ORDER APPOINTING RECEIVER	Jan. 22, 2019
341.	(PART 2 OF 2) NOTICE OF ERRATA RE: MOTION OF EOM&D MANAGEMENT, LLC FOR RELIEF FROM AMENDED ORDER APPOINTING RECEIVER	Jan. 22, 2019
342.	SUPPLEMENT TO ORAL ARGUMENT ON EOM&D'S MOTION FOR PARTIAL SUMMARY JUDGMENT	Jan. 23, 2019
343.	SECOND SUPPLEMENT TO ORAL ARGUMENT ON EOM&D'S MOTION FOR PARTIAL SUMMARY JUDGMENT	Jan. 24, 2019
344.	LEES' SUPPLEMENT TO ORAL ARGUMENT ON EOM&D'S MOTION FOR PARTIAL SUMMARY JUDGMENT	Jan. 24, 2019
345.	ME: RULING [01/23/2019]	Jan. 25, 2019
346.	DEFENDANT'S/COUNTERCLAIMANT'S MOTION FOR RECONSIDERATION OF THE COURT'S JANUARY 5, 2019 MINUTE ENTRY	Jan. 29, 2019
347.	(PART 1 OF 3) MOTION FOR ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD DECEMBER 1, 2018 TO DECEMBER 30, 2018	Jan. 29, 2019
348.	(PART 2 OF 3) MOTION FOR ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD DECEMBER 1, 2018 TO DECEMBER 30, 2018	Jan. 29, 2019
349.	(PART 3 OF 3) MOTION FOR ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD DECEMBER 1, 2018 TO DECEMBER 30, 2018	Jan. 29, 2019
350.	NOTICE OF ERRATA RE: MOTION FOR RECONSIDERATION OF THE COURT'S JANUARY 5 [SIC], 2019 MINUTE ENTRY	Jan. 30, 2019
351.	JOINDER IN MOTION FOR RECONSIDERATION OF THE COURT'S JANUARY [2]5, 2019 MINUTE ENTRY	Jan. 30, 2019
352.	ME: RULING [01/30/2019]	Jan. 31, 2019

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353.	ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C., FOR THE PERIOD NOVEMBER 1, 2018 TO NOVEMBER 30, 2018	Jan. 31, 2019
354.	ME: ORAL ARGUMENT SET [01/31/2019]	Feb. 1, 2019
355.	NOTICE OF DEPOSIT WITH THE COURT	Feb. 6, 2019
356.	INTERVENOR HG ARIZONA INVESTMENTS, LLC'S RESPONSE TO MOTION FOR RECONSIDERATION OF COURT'S JANUARY 25, 2019 MINUTE ENTRY	Feb. 13, 2019
357.	(PART 1 OF 2) LEES' RESPONSE TO DEFENDANTS/COUNTERCLAIMANTS' MOTION FOR RECONSIDERATION AND INTERVENORS' JOINDER	Feb. 14, 2019
358.	(PART 2 OF 2) LEES' RESPONSE TO DEFENDANTS/COUNTERCLAIMANTS' MOTION FOR RECONSIDERATION AND INTERVENORS' JOINDER	Feb. 14, 2019
359.	NOTICE OF DEPOSIT WITH THE COURT	Feb. 14, 2019
360.	MOTION FOR ORDER DIRECTING CLERK OF COURT RELEASE FUNDS	Feb. 19, 2019
361.	DEFENDANTS/COUNTERCLAIMANTS' MOTION FOR PARTIAL SUMMARY JUDGMENT RE: DR. AND MRS. KIRK'S STATUS AS PARTNERS IN AND DIRECTORS OF MMJ APOTHECARY, GP	Feb. 19, 2019
362.	(PART 1 OF 3) DEFENDANTS/COUNTERCLAIMANTS' SEPARATE STATEMENT OF FACTS IN SUPPORT OF MOTION FOR PARTIAL SUMMARY JUDGMENT RE: DR. AND MRS. KIRK'S STATUS AS PARTNERS IN AND DIRECTORS OF MMJ APOTHECARY, GP	Feb. 19, 2019
363.	(PART 2 OF 3) DEFENDANTS/COUNTERCLAIMANTS' SEPARATE STATEMENT OF FACTS IN SUPPORT OF MOTION FOR PARTIAL SUMMARY JUDGMENT RE: DR. AND MRS. KIRK'S STATUS AS PARTNERS IN AND DIRECTORS OF MMJ APOTHECARY, GP	Feb. 19, 2019
364.	(PART 3 OF 3) DEFENDANTS/COUNTERCLAIMANTS' SEPARATE STATEMENT OF FACTS IN SUPPORT OF MOTION FOR PARTIAL SUMMARY JUDGMENT RE: DR. AND MRS. KIRK'S STATUS AS PARTNERS IN AND DIRECTORS OF MMJ APOTHECARY, GP	Feb. 19, 2019
365.	NOTICE OF AUCTION SALE	Feb. 20, 2019
366.	NOTICE OF DEPOSIT WITH THE COURT	Feb. 20, 2019

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367.	(PART 1 OF 3) DEFENDANTS/COUNTERCLAIMANTS' AMENDED SEPARATE STATEMENT OF FACTS IN SUPPORT OF MOTION FOR PARTIAL SUMMARY JUDGMENT RE: DR. AND MRS. KIRK'S STATUS AS PARTNERS IN AND DIRECTORS OF MMJ APOTHECARY, GP	Feb. 22, 2019
368.	(PART 2 OF 3) DEFENDANTS/COUNTERCLAIMANTS' AMENDED SEPARATE STATEMENT OF FACTS IN SUPPORT OF MOTION FOR PARTIAL SUMMARY JUDGMENT RE: DR. AND MRS. KIRK'S STATUS AS PARTNERS IN AND DIRECTORS OF MMJ APOTHECARY, GP	Feb. 22, 2019
369.	(PART 3 OF 3) DEFENDANTS/COUNTERCLAIMANTS' AMENDED SEPARATE STATEMENT OF FACTS IN SUPPORT OF MOTION FOR PARTIAL SUMMARY JUDGMENT RE: DR. AND MRS. KIRK'S STATUS AS PARTNERS IN AND DIRECTORS OF MMJ APOTHECARY, GP	Feb. 22, 2019
370.	DEFENDANTS/COUNTERCLAIMANTS' AMENDED MOTION FOR PARTIAL SUMMARY JUDGMENT RE: DR. AND MRS. KIRK'S STATUS AS PARTNERS IN AND DIRECTORS OF MMJ APOTHECARY, GP	Feb. 22, 2019
371.	INTERVENORS' REPLY IN SUPPORT OF MOTION FOR RECONSIDERATION OF THE COURT'S JANUARY 25, 2019 MINUTE ENTRY AND JOINDER IN THE REPLY FILED BY EOM&D MANAGEMENT, LLC	Feb. 25, 2019
372.	(PART 1 OF 3) DEFENDANT'S/COUNTERCLAIMANT'S REPLY IN SUPPORT OF MOTION FOR RECONSIDERATION OF THE COURT'S JANUARY 25, 2019 MINUTE ENTRY	Feb. 25, 2019
373.	(PART 2 OF 3) DEFENDANT'S/COUNTERCLAIMANT'S REPLY IN SUPPORT OF MOTION FOR RECONSIDERATION OF THE COURT'S JANUARY 25, 2019 MINUTE ENTRY	Feb. 25, 2019
374.	(PART 3 OF 3) DEFENDANT'S/COUNTERCLAIMANT'S REPLY IN SUPPORT OF MOTION FOR RECONSIDERATION OF THE COURT'S JANUARY 25, 2019 MINUTE ENTRY	Feb. 25, 2019
375.	(PART 1 OF 3) MOTION FOR ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD JANUARY 1, 2019 TO JANUARY 31, 2019	Feb. 26, 2019
376.	(PART 2 OF 3) MOTION FOR ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD JANUARY 1, 2019 TO JANUARY 31, 2019	Feb. 26, 2019
377.	(PART 3 OF 3) MOTION FOR ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD JANUARY 1, 2019 TO JANUARY 31, 2019	Feb. 26, 2019

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378.	ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD DECEMBER 1, 2018 TO DECEMBER 31, 2018	Feb. 27, 2019
379.	PROOF OF MAILING ORDER APPROVING MOTION FOR ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD DECEMBER 1, 2018 TO DECEMBER 31, 2018	Feb. 28, 2019
380.	ME: RULING [02/27/2019]	Mar. 1, 2019
381.	NOTICE OF DEPOSIT WITH THE COURT	Mar. 1, 2019
382.	EOM&D'S REQUEST FOR IMMEDIATE RULING ON ITS MOTION FOR RELIEF FROM AMENDED ORDER APPOINTING RECEIVER OR, ALTERNATIVELY, FOR CLARIFICATION OF THE COURT'S MINUTE ENTRY FILED ON MARCH 1, 2019	Mar. 4, 2019
383.	ORDER APPROVING RECEIVER'S MOTION FOR ORDER DIRECTING CLERK OF THE COURT TO RELEASE FUNDS	Mar. 5, 2019
384.	MOTION FOR ORDER DIRECTING CLERK OF COURT TO RELEASE FUNDS	Mar. 6, 2019
385.	LEES' RESPONSE IN OBJECTION TO EOM&D'S REQUEST FOR IMMEDIATE RULING ON ITS MOTION FOR RELIEF FROM AMENDED ORDER APPOINTING RECEIVER OR, ALTERNATIVELY, FOR CLARIFICATION OF THE COURT'S MINUTE ENTRY FILED ON MARCH 1, 2019	Mar. 6, 2019
386.	NOTICE OF JOINDER OF HG ARIZONA INVESTMENTS, LLC WITH LEES' RESPONSE IN OBJECTION TO EOM&D'S REQUEST FOR IMMEDIATE RULING ON ITS MOTION FOR RELIEF FROM AMENDED ORDER APPOINTING RECEIVER OR, ALTERNATIVELY, FOR CLARIFICATION OF THE COURT'S MINUTE ENTRY ...	Mar. 11, 2019
387.	EOM&D'S REPLY IN SUPPORT OF ITS REQUEST FOR IMMEDIATE RULING ON ITS MOTION FOR RELIEF FROM AMENDED ORDER APPOINTING RECEIVER OR, ALTERNATIVELY, FOR CLARIFICATION OF THE COURT'S MINUTE ENTRY FIELD ON MARCH 1, 2019	Mar. 12, 2019
388.	INTERVENORS' JOINDER IN SUPPORT OF EOM&D'S REQUEST FOR IMMEDIATE RULING AND REPLY	Mar. 12, 2019
389.	ORDER APPROVING RECEIVER'S MOTION FOR ORDER DIRECTING CLERK OF THE COURT TO RELEASE FUNDS	Mar. 19, 2019
390.	NOTICE OF RELEASE OF DEPOSIT WITH THE COURT	Mar. 21, 2019

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391.	ME: ORAL ARGUMENT SET [03/20/2019]	Mar. 22, 2019
392.	NOTICE OF LIMITED APPEARANCE	Mar. 22, 2019
393.	(PART 1 OF 3) MOTION FOR ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD FEBRUARY 1, 2019 TO FEBRUARY 28, 2019	Mar. 26, 2019
394.	(PART 2 OF 3) MOTION FOR ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD FEBRUARY 1, 2019 TO FEBRUARY 28, 2019	Mar. 26, 2019
395.	(PART 3 OF 3) MOTION FOR ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD FEBRUARY 1, 2019 TO FEBRUARY 28, 2019	Mar. 26, 2019
396.	ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C., FOR THE PERIOD JANUARY 1, 2019 TO JANUARY 31, 2019	Mar. 27, 2019
397.	NOTICE OF APPEARANCE	Mar. 27, 2019
398.	(PART 1 OF 2) APPLICATION FOR LEAVE TO INTERVENE	Mar. 27, 2019
399.	(PART 2 OF 2) APPLICATION FOR LEAVE TO INTERVENE	Mar. 27, 2019
400.	NOTICE OF RELEASE OF DEPOSIT WITH THE COURT	Mar. 28, 2019
401.	ME: MATTER UNDER ADVISEMENT [03/27/2019]	Mar. 29, 2019
402.	(PART 1 OF 2) MOTION TO STRIKE EXHIBIT TO DEFENDANT'S MOTION FOR PARTIAL SUMMARY JUDGMENT	Mar. 29, 2019
403.	(PART 2 OF 2) MOTION TO STRIKE EXHIBIT TO DEFENDANT'S MOTION FOR PARTIAL SUMMARY JUDGMENT	Mar. 29, 2019
404.	(PART 1 OF 3) LEES' RESPONSE TO DEFENDANT/COUNTERCLAIMANTS' AMENDED SEPARATE STATEMENT OF FACTS IN SUPPORT OF MOTION FOR PARTIAL SUMMARY JUDGMENT RE: DR. AND MRS. KIRK'S STATUS AS PARTNERS IN AND DIRECTORS OF MMJ APOTHECARY, GP AND LEES' CONTROVERTING ...	Apr. 1, 2019

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406.	(PART 3 OF 3) LEES' RESPONSE TO DEFENDANT/COUNTERCLAIMANTS' AMENDED SEPARATE STATEMENT OF FACTS IN SUPPORT OF MOTION FOR PARTIAL SUMMARY JUDGMENT RE: DR. AND MRS. KIRK'S STATUS AS PARTNERS IN AND DIRECTORS OF MMJ APOTHECARY, GP AND LEES' CONTROVERTING ...	Apr. 1, 2019
407.	LEES' RESPONSE TO DEFENDANT/COUNTERCLAIMANTS' AMENDED MOTION FOR PARTIAL SUMMARY JUDGMENT RE: DR. AND MRS. KIRK'S STATUS AS PARTNERS IN AND DIRECTORS OF MMJ APOTHECARY, GP	Apr. 1, 2019
408.	NOTICE OF DEPOSIT WITH THE COURT	Apr. 1, 2019
409.	ME: UNDER ADVISEMENT RULING [04/02/2019]	Apr. 3, 2019
410.	ORDER APPROVING RECEIVER'S MOTION FOR ORDER DIRECTING CLERK OF THE COURT TO RELEASE FUNDS	Apr. 4, 2019
411.	CREDIT MEMO	Apr. 5, 2019
412.	DEFENDANTS/COUNTERCLAIMANTS EDWARD AND OLIVIA KIRK'S RESPONSE TO COUNTERDEFENDANT LEE'S MOTION TO STRIKE	Apr. 10, 2019
413.	DEFENDANTS/COUNTERCLAIMANTS EDWARD AND OLIVIA KIRK'S NOTICE OF ERRATA	Apr. 10, 2019
414.	ME: ORAL ARGUMENT RESET [04/10/2019]	Apr. 11, 2019
415.	NOTICE OF DEPOSIT WITH THE COURT	Apr. 12, 2019
416.	INTERVENORS' JOINDER IN DEFENDANTS EDWARD AND OLIVIA KIRK'S RESPONSE TO COUNTER-DEFENDANT ANDREW LEE'S MOTION TO STRIKE	Apr. 13, 2019
417.	FIRST NOTICE OF EXTENSION	Apr. 15, 2019
418.	REPORT OF AUCTION SALE	Apr. 16, 2019
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420.	ME: ORAL ARGUMENT SET [04/17/2019]	Apr. 19, 2019
421.	NOTICE OF AGREED-UPON EXTENSION OF TIME TO FILE REPLY RE: THE KIRKS' MOTION FOR PARTIAL SUMMARY JUDGMENT AND FOR ANDREW LEE TO FILE REPLY RE: HIS MOTION TO STRIKE	Apr. 22, 2019
422.	ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C., FOR THE PERIOD FEBRUARY 1, 2019 TO FEBRUARY 28, 2019	Apr. 23, 2019
423.	NOTICE OF RELEASE OF DEPOSIT WITH THE COURT	Apr. 24, 2019
424.	(PART 1 OF 3) DEFENDANTS/COUNTERCLAIMANTS EOM&D MANAGEMENT, LLC AND EDWARD AND OLIVIA KIRK'S RESPONSE TO SSW INVESTMENTS I, LLC'S APPLICATION FOR LEAVE TO INTERVENE	Apr. 26, 2019
425.	(PART 2 OF 3) DEFENDANTS/COUNTERCLAIMANTS EOM&D MANAGEMENT, LLC AND EDWARD AND OLIVIA KIRK'S RESPONSE TO SSW INVESTMENTS I, LLC'S APPLICATION FOR LEAVE TO INTERVENE	Apr. 26, 2019
426.	(PART 3 OF 3) DEFENDANTS/COUNTERCLAIMANTS EOM&D MANAGEMENT, LLC AND EDWARD AND OLIVIA KIRK'S RESPONSE TO SSW INVESTMENTS I, LLC'S APPLICATION FOR LEAVE TO INTERVENE	Apr. 26, 2019
427.	NOTICE OF DEPOSIT WITH THE COURT	Apr. 26, 2019
428.	(PART 1 OF 2) DEFENDANTS/COUNTERCLAIMANTS' REPLY IN SUPPORT OF MOTION FOR PARTIAL SUMMARY JUDGMENT RE: DR. AND MRS. KIRK'S STATUS AS PARTNERS IN AND DIRECTORS OF MMJ APOTHECARY, G.P.	Apr. 29, 2019
429.	(PART 2 OF 2) DEFENDANTS/COUNTERCLAIMANTS' REPLY IN SUPPORT OF MOTION FOR PARTIAL SUMMARY JUDGMENT RE: DR. AND MRS. KIRK'S STATUS AS PARTNERS IN AND DIRECTORS OF MMJ APOTHECARY, G.P.	Apr. 29, 2019
430.	(PART 1 OF 3) MOTION FOR ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD MARCH 1, 2019 TO MARCH 31, 2019	May. 2, 2019
431.	(PART 2 OF 3) MOTION FOR ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD MARCH 1, 2019 TO MARCH 31, 2019	May. 2, 2019

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432.	(PART 3 OF 3) MOTION FOR ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD MARCH 1, 2019 TO MARCH 31, 2019	May. 2, 2019
433.	(PART 1 OF 2) DEFENDANTS/COUNTERCLAIMANTS EDWARD AND OLIVIA KIRK'S EMERGENCY MOTION FOR CASE-TERMINATING SANCTIONS	May. 6, 2019
434.	(PART 2 OF 2) DEFENDANTS/COUNTERCLAIMANTS EDWARD AND OLIVIA KIRK'S EMERGENCY MOTION FOR CASE-TERMINATING SANCTIONS	May. 6, 2019
435.	(PART 1 OF 2) DEFENDANTS/COUNTERCLAIMANTS' APPLICATION FOR ORDER TO SHOW CAUSE WHY COUNTERDEFENDANTS SHOULD NOT BE HELD IN CONTEMPT AND SANCTIONED	May. 7, 2019
436.	(PART 2 OF 2) DEFENDANTS/COUNTERCLAIMANTS' APPLICATION FOR ORDER TO SHOW CAUSE WHY COUNTERDEFENDANTS SHOULD NOT BE HELD IN CONTEMPT AND SANCTIONED	May. 7, 2019
437.	DEFENDANTS/COUNTERCLAIMANTS EDWARD AND OLIVIA KIRK'S NOTICE OF ERRATA	May. 7, 2019
438.	(PART 1 OF 2) REPLY IN SUPPORT OF APPLICATION FOR LEAVE TO INTERVENE	May. 8, 2019
439.	(PART 2 OF 2) REPLY IN SUPPORT OF APPLICATION FOR LEAVE TO INTERVENE	May. 8, 2019
440.	ME: ORAL ARGUMENT SET [05/08/2019]	May. 9, 2019
441.	(PART 1 OF 3) MOTION FOR ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD APRIL 1, 2019 TO APRIL 30, 2019	May. 17, 2019
442.	(PART 2 OF 3) MOTION FOR ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD APRIL 1, 2019 TO APRIL 30, 2019	May. 17, 2019
443.	(PART 3 OF 3) MOTION FOR ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD APRIL 1, 2019 TO APRIL 30, 2019	May. 17, 2019
444.	(PART 1 OF 2) RESPONSE TO KIRKS' EMERGENCY MOTION FOR CASE-TERMINATING SANCTIONS	May. 28, 2019
445.	(PART 2 OF 2) RESPONSE TO KIRKS' EMERGENCY MOTION FOR CASE-TERMINATING SANCTIONS	May. 28, 2019

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446.	HG ARIZONA INVESTMENTS, LLC'S NOTICE OF CHANGE FOR FIRM ADDRESS	May. 28, 2019
447.	RESPONSE TO KIRKS' APPLICATION FOR ORDER TO SHOW CAUSE WHY COUNTERDEFENDANTS SHOULD NOT BE HELD IN CONTEMPT AND SANCTIONED	May. 28, 2019
448.	(PART 1 OF 2) MOTION TO APPROVE REFINANCING	May. 28, 2019
449.	(PART 2 OF 2) MOTION TO APPROVE REFINANCING	May. 28, 2019
450.	NOTICE OF DEPOSIT WITH THE COURT	May. 31, 2019
451.	ME: MATTER UNDER ADVISEMENT [05/29/2019]	Jun. 3, 2019
452.	ME: UNDER ADVISEMENT RULING [05/31/2019]	Jun. 3, 2019
453.	MOTION FOR ORDER DIRECTING CLERK OF COURT TO RELEASE FUNDS	Jun. 5, 2019
454.	DEFENDANTS/COUNTERCLAIMANTS' MOTION FOR RECONSIDERATION OF THE COURT'S MINUTE ENTRY FILED JUNE 3, 2019	Jun. 7, 2019
455.	(PART 1 OF 2) INTERVENORS' MOTION FOR PARTIAL SUMMARY JUDGMENT ON ISSUE OF LIABILITY RE: VIOLATION OF A.R.S. 44-1841 AND -1842 SALE OF UNREGISTERED SECURITIES	Jun. 7, 2019
456.	(PART 2 OF 2) INTERVENORS' MOTION FOR PARTIAL SUMMARY JUDGMENT ON ISSUE OF LIABILITY RE: VIOLATION OF A.R.S. 44-1841 AND -1842 SALE OF UNREGISTERED SECURITIES	Jun. 7, 2019
457.	NOTICE OF FIRST EXTENSION OF TIME TO FILE DEFENDANTS/COUNTERCLAIMANTS' REPLY TO EMERGENCY MOTION FOR CASE TERMINATING SANCTIONS	Jun. 10, 2019
458.	NOTICE OF FIRST EXTENSION OF TIME TO FILE DEFENDANTS/COUNTERCLAIMANTS' REPLY TO APPLICATION FOR ORDER TO SHOW CAUSE WHY COUNTERDEFENDANTS SHOULD NOT BE HELD IN CONTEMPT AND SANCTIONED	Jun. 10, 2019
459.	ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C., FOR THE PERIOD MARCH 1, 2019 TO MARCH 31, 2019	Jun. 12, 2019
460.	ME: RESPONSE/REPLY TIMES SET [06/12/2019]	Jun. 13, 2019

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461.	ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C., FOR THE PERIOD APRIL 1, 2019 TO APRIL 30, 2019	Jun. 14, 2019
462.	NOTICE OF FIRST EXTENSION OF TIME TO FILE RESPONSE TO MOTION TO APPROVE REFINANCING	Jun. 14, 2019
463.	(PART 1 OF 2) MOTION TO QUASH RULE 45 SUBPOENA AND MOTION FOR PROTECTIVE ORDER	Jun. 19, 2019
464.	(PART 2 OF 2) MOTION TO QUASH RULE 45 SUBPOENA AND MOTION FOR PROTECTIVE ORDER	Jun. 19, 2019
465.	NOTICE OF INTENT TO SERVE SUBPOENA DUCES TECUM	Jun. 19, 2019
466.	NOTICE OF INTENT TO SERVE SUBPOENA DUCES TECUM	Jun. 19, 2019
467.	NOTICE OF INTENT TO SERVE SUBPOENA DUCES TECUM	Jun. 19, 2019
468.	EMERGENCY MOTION FOR LEAVE TO DEPOSE CRITICAL NON-PARTIES	Jun. 20, 2019
469.	(PART 1 OF 2) DEFENDANTS/COUNTERCLAIMANTS EDWARD AND OLIVIA KIRK'S REPLY IN SUPPORT OF THEIR EMERGENCY MOTION FOR CASE-TERMINATING SANCTIONS AND REPLY IN SUPPORT OF APPLICATION FOR ORDER TO SHOW CAUSE WHY COUNTERDEFENDANTS SHOULD NOT BE HELD IN ...	Jun. 24, 2019
470.	(PART 2 OF 2) DEFENDANTS/COUNTERCLAIMANTS EDWARD AND OLIVIA KIRK'S REPLY IN SUPPORT OF THEIR EMERGENCY MOTION FOR CASE-TERMINATING SANCTIONS AND REPLY IN SUPPORT OF APPLICATION FOR ORDER TO SHOW CAUSE WHY COUNTERDEFENDANTS SHOULD NOT BE HELD IN ...	Jun. 24, 2019
471.	(PART 1 OF 2) DEFENDANTS / COUNTERCLAIMANTS EDWARD AND OLIVIA KIRK'S RESPONSE TO PLAINTIFFS / COUNTERDEFENDANT'S MOTION TO APPROVE REFINANCING	Jun. 28, 2019
472.	(PART 2 OF 2) DEFENDANTS / COUNTERCLAIMANTS EDWARD AND OLIVIA KIRK'S RESPONSE TO PLAINTIFFS / COUNTERDEFENDANT'S MOTION TO APPROVE REFINANCING	Jun. 28, 2019
473.	NOTICE OF SECOND EXTENSION OF TIME TO FILE RESPONSE TO MOTION TO APPROVE REFINANCING	Jun. 28, 2019
474.	(PART 1 OF 2) MOTION TO APPROVE ENGAGEMENT OF METZ & ASSOCIATES TO CONDUCT ANNUAL AUDIT OF MMJ APOTHECARY, GP	Jul. 8, 2019

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475.	(PART 2 OF 2) MOTION TO APPROVE ENGAGEMENT OF METZ & ASSOCIATES TO CONDUCT ANNUAL AUDIT OF MMJ APOTHECARY, GP	Jul. 8, 2019
476.	(PART 1 OF 2) RESPONSE TO MOTION FOR RECONSIDERATION OF THE COURT'S MINUTE ENTRY FILED JUNE 3, 2019	Jul. 8, 2019
477.	(PART 2 OF 2) RESPONSE TO MOTION FOR RECONSIDERATION OF THE COURT'S MINUTE ENTRY FILED JUNE 3, 2019	Jul. 8, 2019
478.	DEFENDANTS / COUNTERCLAIMANTS EDWARD AND OLIVIA KIRK'S RESPONSE TO NONPARTY HIMMELSTEIN'S AND RADIX LAW'S MOTION TO QUASH	Jul. 8, 2019
479.	JOINDER IN MOTION TO QUASH RULE 45 SUBPOENA AND MOTION FOR PROTECTIVE ORDER	Jul. 8, 2019
480.	ME: ORAL ARGUMENT RESET [07/09/2019]	Jul. 10, 2019
481.	RESPONSE AND OPPOSITION TO EMERGENCY MOTION TO DEPOSE CRITICAL NON-PARTIES	Jul. 10, 2019
482.	DEFENDANTS/COUNTERCLAIMANTS' REPLY IN SUPPORT OF THEIR MOTION FOR RECONSIDERATION	Jul. 12, 2019
483.	ORDER APPROVING RECEIVER'S MOTION FOR ORDER DIRECTING CLERK OF THE COURT TO RELEASE FUNDS	Jul. 15, 2019
484.	(PART 1 OF 3) MOTION FOR ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD MAY 1, 2019 TO MAY 31, 2019	Jul. 15, 2019
485.	(PART 2 OF 3) MOTION FOR ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD MAY 1, 2019 TO MAY 31, 2019	Jul. 15, 2019
486.	(PART 3 OF 3) MOTION FOR ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD MAY 1, 2019 TO MAY 31, 2019	Jul. 15, 2019
487.	(PART 1 OF 2) LEE'S RESPONSE TO INTERVENOR'S SEPARATE STATEMENT OF FACTS AND SUPPLEMENTAL AND CONTROVERTING STATEMENT OF FACTS	Jul. 15, 2019
488.	(PART 2 OF 2) LEE'S RESPONSE TO INTERVENOR'S SEPARATE STATEMENT OF FACTS AND SUPPLEMENTAL AND CONTROVERTING STATEMENT OF FACTS	Jul. 15, 2019

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492.	(PART 2 OF 4) NOTICE OF ERRATA	Jul. 17, 2019
493.	(PART 3 OF 4) NOTICE OF ERRATA	Jul. 17, 2019
494.	(PART 4 OF 4) NOTICE OF ERRATA	Jul. 17, 2019
495.	(PART 1 OF 2) DEFENDANTS/COUNTERCLAIMANTS' REPLY IN SUPPORT OF THEIR MOTION TO DEPOSE CRITICAL NON-PARTIES	Jul. 22, 2019
496.	(PART 2 OF 2) DEFENDANTS/COUNTERCLAIMANTS' REPLY IN SUPPORT OF THEIR MOTION TO DEPOSE CRITICAL NON-PARTIES	Jul. 22, 2019
497.	ME: NOTICE CASE ON DISMISSAL CALENDAR [07/18/2019]	Jul. 22, 2019
498.	(PART 1 OF 3) MOTION FOR ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD JUNE 1, 2019 TO JUNE 30, 2019	Jul. 23, 2019
499.	(PART 2 OF 3) MOTION FOR ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD JUNE 1, 2019 TO JUNE 30, 2019	Jul. 23, 2019
500.	(PART 3 OF 3) MOTION FOR ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD JUNE 1, 2019 TO JUNE 30, 2019	Jul. 23, 2019
501.	NOTICE OF RELEASE OF DEPOSIT WITH THE COURT	Jul. 23, 2019
502.	ME: HEARING VACATED [07/23/2019]	Jul. 24, 2019
503.	ME: HEARING [07/29/2019]	Jul. 31, 2019
504.	ME: CASE REASSIGNED [07/31/2019]	Aug. 1, 2019
505.	INTERVENORS' NOTICE OF CHANGE OF JUDGE AS OF RIGHT	Aug. 1, 2019
506.	NOTICE OF POTENTIAL VIOLATION OF RULE 42.1 AND OBJECTION TO INTERVENORS' REQUEST FOR CHANGE OF JUDGE	Aug. 2, 2019

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507.	INTERVENORS' REPLY MOTION FOR PARTIAL SUMMARY JUDGMENT ON ISSUE OF LIABILITY RE: VIOLATION OF A.R.S. 44-1841 AND -1842 SALE OF UNREGISTERED SECURITIES	Aug. 5, 2019
508.	ME: RULING [08/06/2019]	Aug. 7, 2019
509.	INTERVENOR'S RESPONSE TO LEE'S NOTICE OF POTENTIAL VIOLATION OF RULE 42.1 AND OBJECTION TO INTERVENORS' REQUEST FOR CHANGE OF JUDGE	Aug. 7, 2019
510.	(PART 1 OF 2) MOTION TO APPROVE THE RECEIVER'S CULTIVATION AUCTION REPORT	Aug. 15, 2019
511.	(PART 2 OF 2) MOTION TO APPROVE THE RECEIVER'S CULTIVATION AUCTION REPORT	Aug. 15, 2019
512.	(PART 1 OF 2) INTERVENORS' RESPONSE TO LEE'S CROSS-MOTION FOR PARTIAL SUMMARY JUDGMENT ON ISSUE OF LIABILITY RE: VIOLATION OF A.R.S. 44-1841 AND -1842 SALE OF UNREGISTERED SECURITIES	Aug. 19, 2019
513.	(PART 2 OF 2) INTERVENORS' RESPONSE TO LEE'S CROSS-MOTION FOR PARTIAL SUMMARY JUDGMENT ON ISSUE OF LIABILITY RE: VIOLATION OF A.R.S. 44-1841 AND -1842 SALE OF UNREGISTERED SECURITIES	Aug. 19, 2019
514.	(PART 1 OF 3) MOTION FOR ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD JULY 1, 2019 TO JULY 31, 2019	Aug. 26, 2019
515.	(PART 2 OF 3) MOTION FOR ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD JULY 1, 2019 TO JULY 31, 2019	Aug. 26, 2019
516.	(PART 3 OF 3) MOTION FOR ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD JULY 1, 2019 TO JULY 31, 2019	Aug. 26, 2019
517.	(PART 1 OF 3) RECEIVER'S MOTION TO APPROVE LOAN BETWEEN WICKEN CURE, LLC AND SSW INVESTMENTS I, LLC	Aug. 30, 2019
518.	(PART 2 OF 3) RECEIVER'S MOTION TO APPROVE LOAN BETWEEN WICKEN CURE, LLC AND SSW INVESTMENTS I, LLC	Aug. 30, 2019
519.	(PART 3 OF 3) RECEIVER'S MOTION TO APPROVE LOAN BETWEEN WICKEN CURE, LLC AND SSW INVESTMENTS I, LLC	Aug. 30, 2019
520.	ME: CASE REASSIGNED [08/28/2019]	Sep. 3, 2019

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521.	REQUEST FOR EXPEDITED RULING ON FULLY BRIEFED DISCOVERY MOTIONS	Sep. 3, 2019
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523.	(PART 2 OF 2) DEFENDANTS/COUNTERCLAIMANTS' OBJECTION TO RECEIVER'S MOTION TO APPROVE CULTIVATION AUCTION REPORT	Sep. 4, 2019
524.	LEE'S REPLY IN SUPPORT OF THEIR CROSS-MOTION FOR PARTIAL SUMMARY JUDGMENT	Sep. 9, 2019
525.	JOINT NOTICE OF OUTSTANDING MOTIONS AND STATUS	Sep. 9, 2019
526.	NOTICE OF REQUEST FOR CHANGE OF JUDGE PURSUANT TO RULE 42.1	Sep. 11, 2019
527.	NOTICE OF DEPOSIT WITH THE COURT	Sep. 12, 2019
528.	INTERVENORS' MOTION FOR DECLARATORY JUDGMENT RE: JANET KANDO IS A PARTNER AND DIRECTOR OF MMJ APOTHECARY, G.P.	Sep. 12, 2019
529.	INTERVENORS' NOTICE OF POTENTIAL VIOLATION OF RULE 42.1 AND OBJECTION TO LEE'S NOTICE OF REQUEST FOR CHANGE OF JUDGE	Sep. 13, 2019
530.	DEFENDANTS/COUNTERCLAIMANTS EDWARD AND OLIVIA KIRK'S JOINDER IN INTERVENORS' NOTICE OF POTENTIAL VIOLATION OF RULE 42.1 AND OBJECTION TO LEE'S NOTICE OF REQUEST FOR CHANGE OF JUDGE	Sep. 16, 2019
531.	REPLY IN SUPPORT OF NOTICE OF REQUEST FOR CHANGE OF JUDGE PURSUANT TO RULE 42.1	Sep. 17, 2019
532.	RECEIVER'S REPLY TO DEFENDANTS/COUNTERCLAIMANTS' OBJECTION TO RECEIVER'S MOTION TO APPROVE CULTIVATION AUCTION(SIC) REPORT	Sep. 17, 2019
533.	ME: CASE REASSIGNED [09/17/2019]	Sep. 18, 2019
534.	NOTICE OF APPEARANCE AND NOTICE OF CHANGE OF JUDGE	Sep. 18, 2019
535.	NOTICE OF EXTENSION OF TIME TO FILE RESPONSE TO RECEIVER'S MOTION TO APPROVE LOAN BETWEEN WICKEN CURE, LLC, AND SSW INVESTMENTS I, LLC	Sep. 18, 2019

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536.	NOTICE OF FIRST EXTENSION OF TIME TO FILE RESPONSE TO RECEIVER'S MOTION TO APPROVE LOAN BETWEEN WICKEN CURE, LLC, AND SSW INVESTMENTS I, LLC	Sep. 19, 2019
537.	ME: STATUS CONFERENCE SET [09/23/2019]	Sep. 24, 2019
538.	EMAIL DATED 09/18/2019	Sep. 27, 2019
539.	DEFENDANTS/COUNTERCLAIMANTS' RESPONSE AND OBJECTIONS TO RECEIVER'S MOTION TO APPROVE LOAN BETWEEN WICKEN CURE, LLC, AND SSW INVESTMENTS I, LLC	Sep. 30, 2019
540.	JOINDER IN RECEIVER'S MOTION TO APPROVE LOAN BETWEEN WICKEN CURE, LLC AND SSW INVESTMENTS I, LLC	Sep. 30, 2019
541.	(PART 1 OF 2) RESPONSE AND OPPOSITION TO INTERVENORS' MOTION FOR DECLARATORY JUDGMENT RE: JANET KANDO IS A PARTNER AND DIRECTOR OF MMJ APOTHECARY, G.P.	Sep. 30, 2019
542.	(PART 2 OF 2) RESPONSE AND OPPOSITION TO INTERVENORS' MOTION FOR DECLARATORY JUDGMENT RE: JANET KANDO IS A PARTNER AND DIRECTOR OF MMJ APOTHECARY, G.P.	Sep. 30, 2019
543.	(PART 1 OF 3) MOTION FOR ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD AUGUST 1, 2019 TO AUGUST 31, 2019	Oct. 1, 2019
544.	(PART 2 OF 3) MOTION FOR ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD AUGUST 1, 2019 TO AUGUST 31, 2019	Oct. 1, 2019
545.	(PART 3 OF 3) MOTION FOR ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD AUGUST 1, 2019 TO AUGUST 31, 2019	Oct. 1, 2019
546.	NOTICE OF APPEARANCE	Oct. 2, 2019
547.	STIPULATION AND JOINT MOTION TO SET ASIDE ENTRY OF DEFAULT AS TO JOHNY NAMROUD	Oct. 2, 2019
548.	DEFENDANT JOHNY NAMROUD'S JOINDER IN KIRKS' MOTION FOR CASE-TERMINATING SANCTIONS	Oct. 2, 2019
549.	ME: RULING [09/27/2019]	Oct. 3, 2019
550.	ME: RULING [10/01/2019]	Oct. 3, 2019
551.	NOTICE OF CHANGE OF JUDGE AS OF RIGHT	Oct. 3, 2019

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553.	REPLY TO OBJECTION TO KIRKS' NOTICE OF CHANGE OF JUDGE AS OF RIGHT	Oct. 9, 2019
554.	MOTION FOR TEMPORARY RESTRAINING ORDER AND PRELIMINARY INJUNCTION	Oct. 9, 2019
555.	INTERVENORS' JOINDER IN THE KIRKS' RESPONSE TO THE RECEIVER'S MOTION TO APPROVE LOAN	Oct. 9, 2019
556.	ME: CASE REASSIGNED [10/08/2019]	Oct. 10, 2019
557.	INTERVENORS' REQUEST THE COURT'S LEAVE FOR THEIR COUNSEL TO APPEAR TELEPHONICALLY	Oct. 11, 2019
558.	(PART 1 OF 2) DEFENDANTS/COUNTERCLAIMANTS' RESPONSE AND OBJECTIONS TO RECEIVER'S MOTION TO APPROVE RECEIVER FEES AND COSTS	Oct. 11, 2019
559.	(PART 2 OF 2) DEFENDANTS/COUNTERCLAIMANTS' RESPONSE AND OBJECTIONS TO RECEIVER'S MOTION TO APPROVE RECEIVER FEES AND COSTS	Oct. 11, 2019
560.	(PART 1 OF 3) RECEIVER'S REPLY TO DEFENDANTS/COUNTERCLAIMANTS' RESPONSE AND OBJECTIONS TO RECEIVER'S MOTION TO APPROVE LOAN BETWEEN WICKEN CURE, LLC AND SSW INVESTMENTS I, LLC AND JOINDER FILED BY INTERVENORS	Oct. 14, 2019
561.	(PART 2 OF 3) RECEIVER'S REPLY TO DEFENDANTS/COUNTERCLAIMANTS' RESPONSE AND OBJECTIONS TO RECEIVER'S MOTION TO APPROVE LOAN BETWEEN WICKEN CURE, LLC AND SSW INVESTMENTS I, LLC AND JOINDER FILED BY INTERVENORS	Oct. 14, 2019
562.	(PART 3 OF 3) RECEIVER'S REPLY TO DEFENDANTS/COUNTERCLAIMANTS' RESPONSE AND OBJECTIONS TO RECEIVER'S MOTION TO APPROVE LOAN BETWEEN WICKEN CURE, LLC AND SSW INVESTMENTS I, LLC AND JOINDER FILED BY INTERVENORS	Oct. 14, 2019
563.	HG ARIZONA INVESTMENTS, LLC'S NOTICE OF JOINDER IN SUPPORT OF RECEIVER'S MOTION TO APPROVE LOAN BETWEEN WICKEN CURE, LLC AND SSW INVESTMENTS(SIC) I, LLC	Oct. 14, 2019

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565.	DEFENDANT JOHNY NAMROUD'S JOINDER IN THE KIRKS' AND THE INTERVENORS' RESPONSES AND OBJECTIONS TO RECEIVER'S MOTION TO APPROVE LOAN BETWEEN WICKEN CURE, LLC AND SSW INVESTMENTS I, LLC	Oct. 15, 2019
566.	JOINT NOTICE OF OUTSTANDING MOTIONS AND STATUS	Oct. 15, 2019
567.	INTERVENORS' REPLY IN SUPPORTY(SIC) OF MOTION FOR DECLARATORY JUDGMENT RE: JANET KANDO IS A PARTNER AND DIRECTOR OF MMJ APOTHECARY, G.P.	Oct. 15, 2019
568.	ME: ORDER ENTERED BY COURT [10/16/2019]	Oct. 17, 2019
569.	DEFENDANTS/COUNTERCLAIMANTS' MOTION FOR RECONSIDERATION	Oct. 17, 2019
570.	(PART 1 OF 2) DEFENDANTS/COUNTERCLAIMANTS EDWARD AND OLIVIA KIRK'S SUPPLEMENT TO EMERGENCY MOTION FOR CASE-TERMINATING SANCTIONS	Oct. 17, 2019
571.	(PART 2 OF 2) DEFENDANTS/COUNTERCLAIMANTS EDWARD AND OLIVIA KIRK'S SUPPLEMENT TO EMERGENCY MOTION FOR CASE-TERMINATING SANCTIONS	Oct. 17, 2019
572.	NOTICE OF FILING DECLARATION OF JOHN VATISTAS	Oct. 17, 2019
573.	NOTICE OF WITHDRAWAL OF MOTION FOR RECONSIDERATION	Oct. 18, 2019
574.	ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C., FOR THE PERIOD JUNE 1, 2019 TO JUNE 30, 2019	Oct. 21, 2019
575.	ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C., FOR THE PERIOD MAY 1, 2019 TO MAY 31, 2019	Oct. 21, 2019
576.	ORDER APPROVING THE ENGAGEMENT OF METZ & ASSOCIATES TO CONDUCT ANNUAL AUDIT OF MMJ APOTHECARY, GP	Oct. 21, 2019
577.	ORDER SETTING ASIDE DEFAULT AS TO JOHNY NAMROUD	Oct. 21, 2019
578.	ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C., FOR THE PERIOD JULY 1, 2019 TO JULY 31, 2019	Oct. 21, 2019

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580.	ORDER APPROVING MOTION TO APPROVE RECEIVER'S CULTIVATION AUCTION REPORT	Oct. 21, 2019
581.	ME: STATUS CONFERENCE [10/01/2019]	Oct. 23, 2019
582.	ME: ORAL ARGUMENT SET [10/18/2019]	Oct. 23, 2019
583.	RECEIVER'S REPLY TO DEFENDANT/COUNTERCLAIMANTS' RESPONSE AND OBJECTIONS TO RECEIVER'S MOTION TO APPROVE RECEIVER'S FEES AND COSTS	Oct. 23, 2019
584.	DEFENDANTS/COUNTERCLAIMANTS' POSITION STATEMENT REGARDING IMPACT OF FORECLOSURE ON WICKEN CURE	Oct. 23, 2019
585.	(PART 1 OF 7) MOTION TO TERMINATE THE RECEIVER	Oct. 24, 2019
586.	(PART 2 OF 7) MOTION TO TERMINATE THE RECEIVER	Oct. 24, 2019
587.	(PART 3 OF 7) MOTION TO TERMINATE THE RECEIVER	Oct. 24, 2019
588.	(PART 4 OF 7) MOTION TO TERMINATE THE RECEIVER	Oct. 24, 2019
589.	(PART 5 OF 7) MOTION TO TERMINATE THE RECEIVER	Oct. 24, 2019
590.	(PART 6 OF 7) MOTION TO TERMINATE THE RECEIVER	Oct. 24, 2019
591.	(PART 7 OF 7) MOTION TO TERMINATE THE RECEIVER	Oct. 24, 2019
592.	MOTION FOR EXPEDITED BRIEFING AND ORAL ARGUMENT ON DEFENDANT NAMROUD'S MOTION TO TERMINATE THE RECEIVER	Oct. 24, 2019
593.	(PART 1 OF 3) MOTION FOR ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD SEPTEMBER 1, 2019 TO SEPTEMBER 30, 2019	Oct. 24, 2019
594.	(PART 2 OF 3) MOTION FOR ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD SEPTEMBER 1, 2019 TO SEPTEMBER 30, 2019	Oct. 24, 2019
595.	(PART 3 OF 3) MOTION FOR ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD SEPTEMBER 1, 2019 TO SEPTEMBER 30, 2019	Oct. 24, 2019

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598.	(PART 2 OF 6) DEFENDANT JOHNY NAMROUD'S JOINDER IN DEFENDANTS/COUNTERCLAIMANTS EDWARD AND OLIVIA KIRK'S RESPONSE TO NONPARTY HIMMELSTEIN'S AND RADIX LAW'S MOTION TO QUASH	Oct. 29, 2019
599.	(PART 3 OF 6) DEFENDANT JOHNY NAMROUD'S JOINDER IN DEFENDANTS/COUNTERCLAIMANTS EDWARD AND OLIVIA KIRK'S RESPONSE TO NONPARTY HIMMELSTEIN'S AND RADIX LAW'S MOTION TO QUASH	Oct. 29, 2019
600.	(PART 4 OF 6) DEFENDANT JOHNY NAMROUD'S JOINDER IN DEFENDANTS/COUNTERCLAIMANTS EDWARD AND OLIVIA KIRK'S RESPONSE TO NONPARTY HIMMELSTEIN'S AND RADIX LAW'S MOTION TO QUASH	Oct. 29, 2019
601.	(PART 5 OF 6) DEFENDANT JOHNY NAMROUD'S JOINDER IN DEFENDANTS/COUNTERCLAIMANTS EDWARD AND OLIVIA KIRK'S RESPONSE TO NONPARTY HIMMELSTEIN'S AND RADIX LAW'S MOTION TO QUASH	Oct. 29, 2019
602.	(PART 6 OF 6) DEFENDANT JOHNY NAMROUD'S JOINDER IN DEFENDANTS/COUNTERCLAIMANTS EDWARD AND OLIVIA KIRK'S RESPONSE TO NONPARTY HIMMELSTEIN'S AND RADIX LAW'S MOTION TO QUASH	Oct. 29, 2019
603.	STIPULATION TO EXTEND TIME FOR DEFENDANT JOHNY NAMROUD TO ANSWER VERIFIED FIRST AMENDED COUNTERCLAIM	Oct. 31, 2019
604.	ME: ORAL ARGUMENT RESET [10/31/2019]	Nov. 1, 2019
605.	LEES' RESPONSE TO EOM&D AND KIRKS' POSITION STATEMENT REGARDING IMPACT OF FORECLOSURE ON WICKEN CURE	Nov. 1, 2019
606.	INTERVENOR SSW INVESTMENTS I, LLC'S POSITION STATEMENT REGARDING IMPACT OF FORECLOSURE ON WICKEN CURE	Nov. 1, 2019
607.	INTERVENORS' POSITION STATEMENT	Nov. 1, 2019
608.	ME: RULING [10/29/2019]	Nov. 4, 2019
609.	NOTICE OF SUBSTITUTION OF COUNSEL	Nov. 4, 2019

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610.	STATEMENT OF ANDREW LEE REGARDING ADVICE OF COUNSEL DEFENSE	Nov. 4, 2019
611.	DEFENDANTS/COUNTERCLAIMANTS' LISTING OF PROPOSED AREAS OF INQUIRY FOR DEPOSITIONS OF BEN HIMMELSTEIN AND JASON COVAULT	Nov. 4, 2019
612.	DEFENDANT JOHNY NAMROUD'S JOINDER IN DEFENDANTS/COUNTERCLAIMANTS POSITION STATEMENT REGARDING IMPACT OF FORECLOSURE ON WICKEN CURE FILED ON OCTOBER 23, 2019	Nov. 5, 2019
613.	HG ARIZONA INVESTMENTS, LLC'S NOTICE OF JOINDER IN SUPPORT OF LEES' RESPONSE TO EOM&D AND KIRKS' POSITION STATEMENT REGARDING IMPACT OF FORECLOSURE ON WICKEN CURE	Nov. 5, 2019
614.	INTERVENORS' FACTUAL PROCEDURAL SUMMARY STATEMENT	Nov. 6, 2019
615.	FACTUAL/PROCEDURAL STATEMENT OF THE KIRKS AND EOM&D	Nov. 6, 2019
616.	ME: HEARING [11/01/2019]	Nov. 7, 2019
617.	ME: RULING [11/05/2019]	Nov. 7, 2019
618.	STIPULATION AND JOINT MOTION TO RE-SET EVIDENTIARY HEARING AND ORAL ARGUMENT	Nov. 7, 2019
619.	ORDER EXTENDING JOHNY NAMROUD'S TIME TO ANSWER VERIFIED FIRST AMENDED COUNTERCLAIM	Nov. 8, 2019
620.	NOTICE OF DEPOSIT WITH THE COURT	Nov. 8, 2019
621.	RESPONSE IN OPPOSITION TO MOTION TO TERMINATE THE RECEIVER	Nov. 12, 2019
622.	DEFENDANTS/COUNTERCLAIMANTS EDWARD AND OLIVIA KIRK'S MOTION FOR SUMMARY JUDGMENT RE: CURRENT PARTNERSHIP/MEMBERSHIP IN MMJ APOTHECARY, G.P.	Nov. 13, 2019
623.	DEFENDANTS/COUNTERCLAIMANTS EDWARD AND OLIVIA KIRK'S MOTION MOTION(SIC) TO DISQUALIFY ATTORNEY ROBERT N. MANN AS COUNSEL OF RECORD FOR RADIX LAW AND BEN HIMMELSTEIN	Nov. 13, 2019

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624.	DEFENDANTS/COUNTERCLAIMANTS EDWARD AND OLIVIA KIRK'S SEPARATE STATEMENT OF FACTS IN SUPPORT OF THEIR MOTION FOR SUMMARY JUDGMENT RE: CURRENT PARTNERSHIP/MEMBERSHIP IN MMJ APOTHECARY, G.P.	Nov. 13, 2019
625.	ORDER RE-SETTING HEARINGS	Nov. 14, 2019
626.	NOTICE OF WITHDRAWAL OF MOTION FOR SUMMARY JUDGMENT	Nov. 14, 2019
627.	NOTICE OF DEPOSIT WITH THE COURT	Nov. 15, 2019
628.	MOTION FOR ORDER DIRECTING CLERK OF COURT TO RELEASE FUNDS	Nov. 20, 2019
629.	STIPULATION TO EXTEND TIME FOR DEFENDANT JOHNY NAMROUD TO ANSWER VERIFIED FIRST AMENDED COUNTERCLAIM	Nov. 22, 2019
630.	NOTICE OF FIRST EXTENSION OF TIME TO FILE REPLY IN SUPPORT OF MOTION TO TERMINATE THE RECEIVER	Nov. 22, 2019
631.	(PART 1 OF 3) MOTION FOR ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD OCTOBER 1, 2019 TO OCTOBER 31, 2019	Nov. 25, 2019
632.	(PART 2 OF 3) MOTION FOR ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD OCTOBER 1, 2019 TO OCTOBER 31, 2019	Nov. 25, 2019
633.	(PART 3 OF 3) MOTION FOR ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD OCTOBER 1, 2019 TO OCTOBER 31, 2019	Nov. 25, 2019
634.	DEFENDANTS/COUNTERCLAIMANTS EDWARD AND OLIVIA KIRK'S MOTION FOR SUMMARY JUDGMENT RE: CURRENT PARTNERSHIP AND MEMBERSHIP IN MMJ APOTHECARY, G.P.	Nov. 27, 2019
635.	DEFENDANTS/COUNTERCLAIMANTS EDWARD AND OLIVIA KIRK'S STATEMENT OF FACTS IN SUPPORT OF THEIR MOTION FOR SUMMARY JUDGMENT RE: CURRENT PARTNERSHIP AND MEMBERSHIP IN MMJ APOTHECARY, G.P.	Nov. 27, 2019
636.	ORDER EXTENDING JOHNY NAMROUD'S TIME TO ANSWER VERIFIED FIRST AMENDED COUNTERCLAIM	Dec. 6, 2019
637.	(PART 1 OF 3) REPLY IN SUPPORT OF THE MOTION TO TERMINATE THE RECEIVER	Dec. 9, 2019
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639.	(PART 3 OF 3) REPLY IN SUPPORT OF THE MOTION TO TERMINATE THE RECEIVER	Dec. 9, 2019
640.	(PART 1 OF 2) RECEIVER'S POSITION STATEMENT REGARDING IMPACT OF LOAN VERSES FORECLOSURE	Dec. 12, 2019
641.	(PART 2 OF 2) RECEIVER'S POSITION STATEMENT REGARDING IMPACT OF LOAN VERSES FORECLOSURE	Dec. 12, 2019
642.	NOTICE OF EXTENSION OF TIME TO FILE RESPONSE TO EDWARD AND OLIVIA KIRK'S MOTION FOR SUMMARY JUDGMENT RE: CURRENT PARTNERSHIP AND MEMBERSHIP IN MMJ APOTHECARY, G.P.	Dec. 12, 2019
643.	MOTION FOR RECONSIDERATION AND MODIFICATION OF THE COURT'S RULING ON EDWARD KIRK AND OLIVIA KIRK'S EMERGENCY MOTION FOR LEAVE TO DEPOSE CRITICAL NON-PARTIES	Dec. 12, 2019
644.	ANSWER TO VERIFIED FIRST AMENDED COUNTERCLAIM	Dec. 13, 2019
645.	MOTION TO RESCHEDULE ORAL ARGUMENT ON THE RECEIVER'S MOTION TO APPROVE LOAN BETWEEN WICKEN CURE, LLC AND SSW INVESTMENTS I, LLC	Dec. 13, 2019
646.	(PART 1 OF 2) MOTION TO RE-SET THE CULPRIT HEARING SET FOR DECEMBER 19-20, 2019 ON DEFENDANTS/COUNTERCLAIMANTS' APPLICATION FOR OSC AND EMERGENCY MOTION FOR CASE-TERMINATING SANCTIONS	Dec. 15, 2019
647.	(PART 2 OF 2) MOTION TO RE-SET THE CULPRIT HEARING SET FOR DECEMBER 19-20, 2019 ON DEFENDANTS/COUNTERCLAIMANTS' APPLICATION FOR OSC AND EMERGENCY MOTION FOR CASE-TERMINATING SANCTIONS	Dec. 15, 2019
648.	(PART 1 OF 3) MOTION FOR ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD NOVEMBER 1, 2019 TO NOVEMBER 30, 2019	Dec. 16, 2019
649.	(PART 2 OF 3) MOTION FOR ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD NOVEMBER 1, 2019 TO NOVEMBER 30, 2019	Dec. 16, 2019
650.	(PART 3 OF 3) MOTION FOR ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD NOVEMBER 1, 2019 TO NOVEMBER 30, 2019	Dec. 16, 2019

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652.	REPLY RE: MOTION TO RE-SET THE CULPRIT HEARING SET FOR DECEMBER 19-20, 2019 ON DEFENDANTS/COUNTERCLAIMANTS' APPLICATION FOR OSC AND EMERGENCY MOTION FOR CASE-TERMINATING SANCTIONS	Dec. 17, 2019
653.	ME: RULING [12/18/2019]	Dec. 19, 2019
654.	ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C., FOR THE PERIOD AUGUST 1, 2019 TO AUGUST 31, 2019	Dec. 23, 2019
655.	EDWARD AND OLIVIA KIRK'S SUPPLEMENTAL BRIEF IN OPPOSITION TO THE RECEIVER'S MOTION TO APPROVE LOAN BETWEEN WICKEN CURE, LLC AND SSW INVESTMENTS I, LLC	Dec. 23, 2019
656.	EDWARD AND OLIVIA KIRK'S NOTICE OF ADDITIONAL SANCTIONABLE CONDUCT	Dec. 23, 2019
657.	ORDER APPROVING RECEIVER'S MOTION FOR ORDER DIRECTING CLERK OF THE COURT TO RELEASE FUNDS	Dec. 24, 2019
658.	ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C., FOR THE PERIOD SEPTEMBER 1, 2019 TO SEPTEMBER 30, 2019	Dec. 24, 2019
659.	NOTICE OF RELEASE OF DEPOSIT WITH THE COURT	Dec. 27, 2019
660.	ME: MATTER UNDER ADVISEMENT [12/19/2019]	Jan. 8, 2020
661.	ME: MATTER UNDER ADVISEMENT [12/20/2019]	Jan. 8, 2020
662.	NOTICE OF DEPOSIT WITH THE COURT	Jan. 10, 2020
663.	MOTION FOR ORDER DIRECTING CLERK OF COURT TO RELEASE FUNDS	Jan. 13, 2020
664.	LEE'S RESPONSE AND OBJECTIONS TO THE KIRKS' STATEMENT OF FACTS IN SUPPORT OF THEIR MOTION FOR SUMMARY JUDGMENT RE: CURRENT PARTNERSHIP AND MEMBERSHIP IN MMJ APOTHECARY, G.P. AND SUPPLEMENTAL AND CONTROVERTING STATEMENT OF FACTS	Jan. 15, 2020

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665.	LEE'S RESPONSE TO THE KIRKS' MOTION FOR SUMMARY JUDGMENT RE: CURRENT PARTNERSHIP AND MEMBERSHIP IN MMJ APOTHECARY, G.P.	Jan. 15, 2020
666.	(PART 1 OF 3) MOTION FOR ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD DECEMBER 1, 2019 TO DECEMBER 31, 2019	Jan. 21, 2020
667.	(PART 2 OF 3) MOTION FOR ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD DECEMBER 1, 2019 TO DECEMBER 31, 2019	Jan. 21, 2020
668.	(PART 3 OF 3) MOTION FOR ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD DECEMBER 1, 2019 TO DECEMBER 31, 2019	Jan. 21, 2020
669.	ME: ORAL ARGUMENT SET [01/16/2020]	Jan. 22, 2020
670.	DEFENDANTS/COUNTERCLAIMANTS EDWARD AND OLIVIA KIRK'S REPLY IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT RE: CURRENT PARTNERSHIP/ MEMBERSHIP IN MMJ APOTHECARY, G.P.	Jan. 28, 2020
671.	NOTICE OF DEPOSIT WITH THE COURT	Jan. 31, 2020
672.	MOTION FOR ORDER DIRECTING CLERK OF COURT TO RELEASE FUNDS	Feb. 5, 2020
673.	NOTICE OF DEPOSIT WITH THE COURT	Feb. 14, 2020
674.	ME: ORDER ENTERED BY COURT [02/18/2020]	Feb. 19, 2020
675.	MOTION FOR ORDER DIRECTING CLERK OF COURT TO RELEASE FUNDS	Feb. 19, 2020
676.	ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C., FOR THE PERIOD DECEMBER 1, 2019 TO DECEMBER 31, 2019	Feb. 20, 2020
677.	ORDER APPROVING RECEIVER'S MOTION FOR ORDER DIRECTING CLERK OF COURT TO RELEASE FUNDS	Feb. 20, 2020
678.	ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C., FOR THE PERIOD NOVEMBER 1, 2019 TO NOVEMBER 30, 2019	Feb. 20, 2020

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No.	Document Name	Filed Date
679.	(PART 1 OF 2) MOTION TO APPROVE ENGAGEMENT TO METZ & ASSOCIATES PLLC TO CONDUCT ANNUAL AUDIT OF MMJ APOTHECARY, GP	Feb. 20, 2020
680.	(PART 2 OF 2) MOTION TO APPROVE ENGAGEMENT TO METZ & ASSOCIATES PLLC TO CONDUCT ANNUAL AUDIT OF MMJ APOTHECARY, GP	Feb. 20, 2020
681.	(PART 1 OF 3) MOTION FOR ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD JANUARY 1, 2020 TO JANUARY 31, 2020	Feb. 20, 2020
682.	(PART 2 OF 3) MOTION FOR ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD JANUARY 1, 2020 TO JANUARY 31, 2020	Feb. 20, 2020
683.	(PART 3 OF 3) MOTION FOR ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD JANUARY 1, 2020 TO JANUARY 31, 2020	Feb. 20, 2020
684.	ME: UNDER ADVISEMENT RULING [02/14/2020]	Feb. 25, 2020
685.	EXHIBIT WORKSHEET HD 12/19/2019	Feb. 27, 2020
686.	NOTICE OF DEPOSIT WITH THE COURT	Mar. 2, 2020
687.	NOTICE OF RELEASE OF DEPOSIT WITH THE COURT	Mar. 9, 2020
688.	ORDER APPROVING RECEIVER'S MOTION FOR ORDER DIRECTING CLERK OF COURT TO RELEASE FUNDS	Mar. 13, 2020
689.	NOTICE OF DEPOSIT WITH THE COURT	Mar. 13, 2020
690.	ME: ORDER ENTERED BY COURT [03/12/2020]	Mar. 16, 2020
691.	NOTICE OF RELEASE OF DEPOSIT WITH THE COURT	Mar. 16, 2020
692.	APPLICATION FOR SUBSTITUTION OF COUNSEL FOR ANDREW AND LOIS LEE	Mar. 17, 2020
693.	(PART 1 OF 3) MOTION FOR ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD FEBRUARY 1, 2020 TO FEBRUARY 29, 2020	Mar. 19, 2020
694.	(PART 2 OF 3) MOTION FOR ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD FEBRUARY 1, 2020 TO FEBRUARY 29, 2020	Mar. 19, 2020

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695.	(PART 3 OF 3) MOTION FOR ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD FEBRUARY 1, 2020 TO FEBRUARY 29, 2020	Mar. 19, 2020
696.	(PART 1 OF 2) THIRD-PARTY DEFENDANT JOHNY NAMROUD'S APPLICATION FOR ATTORNEYS' FEES AND COSTS	Mar. 20, 2020
697.	(PART 2 OF 2) THIRD-PARTY DEFENDANT JOHNY NAMROUD'S APPLICATION FOR ATTORNEYS' FEES AND COSTS	Mar. 20, 2020
698.	THIRD-PARTY DEFENDANT JOHNY NAMROUD'S STATEMENT OF COSTS	Mar. 20, 2020
699.	(PART 1 OF 2) ANDREW LEE'S MOTION FOR PARTIAL RECONSIDERATION OF COURT RULING DATED FEBRUARY 14, 2020	Mar. 20, 2020
700.	(PART 2 OF 2) ANDREW LEE'S MOTION FOR PARTIAL RECONSIDERATION OF COURT RULING DATED FEBRUARY 14, 2020	Mar. 20, 2020
701.	DEFENDANTS/COUNTERCLAIMANTS EDWARD AND OLIVIA KIRK'S STATEMENT OF COSTS	Mar. 20, 2020
702.	(PART 1 OF 3) INTERVENORS' APPLICATION FOR ATTORNEYS' FEES	Mar. 20, 2020
703.	(PART 2 OF 3) INTERVENORS' APPLICATION FOR ATTORNEYS' FEES	Mar. 20, 2020
704.	(PART 3 OF 3) INTERVENORS' APPLICATION FOR ATTORNEYS' FEES	Mar. 20, 2020
705.	DEFENDANTS/COUNTERCLAIMANTS EDWARD AND OLIVIA KIRK'S APPLICATION FOR ATTORNEYS' FEES AND COSTS	Mar. 20, 2020
706.	ORDER RE: SUBSTITUTION OF COUNSEL FOR ANDREW AND LOIS LEE	Mar. 23, 2020
707.	APPLICATION TO WITHDRAW AS COUNSEL FOR INTERVENOR HG ARIZONA INVESTMENTS, LLC	Mar. 23, 2020
708.	JOINT REPORT	Mar. 26, 2020
709.	NOTICE OF DEPOSIT WITH THE COURT	Mar. 31, 2020
710.	ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C., FOR THE PERIOD JANUARY 1, 2020 TO JANUARY 31, 2020	Apr. 2, 2020

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711.	ORDER APPROVING THE ENGAGEMENT OF METZ & ASSOCIATES PLLC TO CONDUCT ANNUAL AUDIT OF MMJ APOTHECARY, GP	Apr. 2, 2020
712.	ORDER APPROVING RECEIVER'S MOTION FOR ORDER DIRECTING CLERK OF COURT TO RELEASE FUNDS	Apr. 2, 2020
713.	MOTION FOR ORDER DIRECTING CLERK OF COURT TO RELEASE FUNDS	Apr. 2, 2020
714.	SCHEDULING ORDER	Apr. 6, 2020
715.	ME: ORAL ARGUMENT RESET [04/03/2020]	Apr. 8, 2020
716.	ME: PRETRIAL CONFERENCE SET [04/03/2020]	Apr. 8, 2020
717.	ORDER RE: EXTENSION OF TIME TO RESPOND TO FEE APPLICATIONS FILED IN CONNECTION WITH COURT ORDER DATED DECEMBER 14, 2020	Apr. 8, 2020
718.	EXPEDITED MOTION FOR EXTENSION OF TIME TO RESPONSE TO FEE APPLICATIONS FILED IN CONNECTION WITH COURT RULING DATED FEBRUARY 14, 2020	Apr. 8, 2020
719.	ME: RULING [03/26/2020]	Apr. 10, 2020
720.	ME: MATTER UNDER ADVISEMENT [03/27/2020]	Apr. 13, 2020
721.	NOTICE OF RELEASE OF DEPOSIT WITH THE COURT	Apr. 14, 2020
722.	APPLICATION FOR SUBSTITUTION OF COUNSEL FOR COUNTER-DEFENDANT JOHNY NAMROUD	Apr. 15, 2020
723.	ANDREW AND LOIS LEES' RESPONSE TO INTERVENORS' APPLICATION FOR FEES AND COSTS	Apr. 17, 2020
724.	(PART 1 OF 2) ANDREW AND LOIS LEES' RESPONSE TO NAMROUD APPLICATION FOR FEES AND COSTS	Apr. 17, 2020
725.	(PART 2 OF 2) ANDREW AND LOIS LEES' RESPONSE TO NAMROUD APPLICATION FOR FEES AND COSTS	Apr. 17, 2020
726.	(PART 1 OF 2) ANDREW AND LOIS LEES' RESPONSE TO EDWARD AND OLIVIA KIRK'S APPLICATION FOR FEES AND COSTS	Apr. 17, 2020
727.	(PART 2 OF 2) ANDREW AND LOIS LEES' RESPONSE TO EDWARD AND OLIVIA KIRK'S APPLICATION FOR FEES AND COSTS	Apr. 17, 2020

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No.	Document Name	Filed Date
728.	ORDER ON APPLICATION FOR SUBSTITUTION OF COUNSEL FOR COUNTER-DEFENDANT JOHNY NAMROUD	Apr. 21, 2020
729.	(PART 1 OF 3) MOTION FOR ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD MARCH 1, 2020 TO MARCH 31, 2020	Apr. 21, 2020
730.	(PART 2 OF 3) MOTION FOR ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD MARCH 1, 2020 TO MARCH 31, 2020	Apr. 21, 2020
731.	(PART 3 OF 3) MOTION FOR ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD MARCH 1, 2020 TO MARCH 31, 2020	Apr. 21, 2020
732.	ME: ORAL ARGUMENT SET [04/20/2020]	Apr. 22, 2020
733.	RECEIVER'S RESPONSE TO DEFENDANT JOHNY NAMROUD'S MOTION TO TERMINATE THE RECEIVER	Apr. 23, 2020
734.	(PART 1 OF 3) INTERVENORS' REPLY IN SUPPORT OF THEIR APPLICATION FOR ATTORNEYS' FEES	Apr. 24, 2020
735.	(PART 2 OF 3) INTERVENORS' REPLY IN SUPPORT OF THEIR APPLICATION FOR ATTORNEYS' FEES	Apr. 24, 2020
736.	(PART 3 OF 3) INTERVENORS' REPLY IN SUPPORT OF THEIR APPLICATION FOR ATTORNEYS' FEES	Apr. 24, 2020
737.	REPLY IN SUPPORT OF DEFENDANTS/COUNTERCLAIMANTS EDWARD AND OLIVIA KIRK'S APPLICATION FOR ATTORNEYS' FEES AND COSTS	Apr. 24, 2020
738.	NOTICE OF EXTENSION	Apr. 29, 2020
739.	ME: MATTER UNDER ADVISEMENT [04/22/2020]	May. 1, 2020
740.	ORDER GRANTING APPLICATION TO WITHDRAW AS COUNSEL FOR INTERVENOR HG ARIZONA INVESTMENTS, LLC	May. 4, 2020
741.	ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C., FOR THE PERIOD FEBRUARY 1, 2020 TO FEBRUARY 31, 2020	May. 4, 2020
742.	REQUEST TO BE REMOVED FROM MAILING LIST	May. 4, 2020
743.	ME: ORAL ARGUMENT RESET [05/06/2020]	May. 7, 2020

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744.	(PART 1 OF 2) THIRD-PARTY DEFENDANT JOHNY NAMROUD'S POSITION STATEMENT RE MOTION TO TERMINATE THE RECEIVER	May. 7, 2020
745.	(PART 2 OF 2) THIRD-PARTY DEFENDANT JOHNY NAMROUD'S POSITION STATEMENT RE MOTION TO TERMINATE THE RECEIVER	May. 7, 2020
746.	THE INTERVENORS' POSITION STATEMENT RE: TERMINATION OF RECEIVER	May. 7, 2020
747.	POSITION STATEMENT OF EOM&D MANAGEMENT, LLC, EDWARD KIRK AND OLIVIA KIRK IN SUPPORT OF MOTION TO TERMINATE RECEIVER FILED BY JOHNY NAMROUD	May. 7, 2020
748.	INTERVENOR SSW INVESTMENTS I, LLC'S POSITION STATEMENT REGARDING THE MOTION TO TERMINATE RECEIVER	May. 7, 2020
749.	(PART 1 OF 2) ANDREW LEE'S POSITION STATEMENT OPPOSING TERMINATION OF THE RECEIVER	May. 8, 2020
750.	(PART 2 OF 2) ANDREW LEE'S POSITION STATEMENT OPPOSING TERMINATION OF THE RECEIVER	May. 8, 2020
751.	REQUEST TO BE REMOVED FROM COURT'S MAILING LIST	May. 8, 2020
752.	NOTICE OF DEPOSIT WITH THE COURT	May. 8, 2020
753.	ORDER RE: REQUEST TO BE REMOVED FROM COURT'S MAILING LIST	May. 11, 2020
754.	REPLY IN SUPPORT OF THIRD-PARTY DEFENDANT JOHNY NAMROUD'S APPLICATION FOR ATTORNEYS' FEES AND COSTS	May. 11, 2020
755.	MOTION FOR ORDER DIRECTING CLERK OF COURT TO RELEASE FUNDS	May. 11, 2020
756.	ORDER APPROVING RECEIVER'S MOTION FOR ORDER DIRECTING CLERK OF COURT TO RELEASE FUNDS	May. 12, 2020
757.	MOTION TO STRIKE PORTIONS OF ANDREW LEE'S POSITION STATEMENT OPPOSING TERMINATION OF THE RECEIVER	May. 13, 2020
758.	(PART 1 OF 3) RECEIVER'S MOTION TO APPROVE TEMPORARY RELOCATION OF LICENSE AND SUBCONTRACTOR AGREEMENT BETWEEN WICKEN CURE, LLC AND SSW INVESTMENTS I, LLC	May. 13, 2020

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759.	(PART 2 OF 3) RECEIVER'S MOTION TO APPROVE TEMPORARY RELOCATION OF LICENSE AND SUBCONTRACTOR AGREEMENT BETWEEN WICKEN CURE, LLC AND SSW INVESTMENTS I, LLC	May. 13, 2020
760.	(PART 3 OF 3) RECEIVER'S MOTION TO APPROVE TEMPORARY RELOCATION OF LICENSE AND SUBCONTRACTOR AGREEMENT BETWEEN WICKEN CURE, LLC AND SSW INVESTMENTS I, LLC	May. 13, 2020
761.	ME: HEARING [05/14/2020]	May. 18, 2020
762.	(PART 1 OF 3) MOTION FOR ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD APRIL 1, 2020 TO APRIL 30, 2020	May. 19, 2020
763.	(PART 2 OF 3) MOTION FOR ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD APRIL 1, 2020 TO APRIL 30, 2020	May. 19, 2020
764.	(PART 3 OF 3) MOTION FOR ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD APRIL 1, 2020 TO APRIL 30, 2020	May. 19, 2020
765.	NOTICE OF DEPOSIT WITH THE COURT	May. 22, 2020
766.	NOTICE OF RELEASE OF DEPOSIT WITH THE COURT	May. 26, 2020
767.	MOTION FOR ORDER DIRECTING CLERK OF COURT TO RELEASE FUNDS	May. 27, 2020
768.	MOTION FOR LIMITED RECONSIDERATION BASED ON NEWLY DISCOVERED EVIDENCE	May. 27, 2020
769.	MOTION FOR RECONSIDERATION	May. 27, 2020
770.	ME: ORAL ARGUMENT SET [05/29/2020]	Jun. 1, 2020
771.	ME: UNDER ADVISEMENT RULING [05/26/2020]	Jun. 3, 2020
772.	PLAINTIFFS' POSITION STATEMENT REGARDING ACCELERATED SCHEDULING ORDER	Jun. 4, 2020
773.	(PART 1 OF 2) MOTION FOR THE COURT TO SET TRIAL DATES AND/OR REQUEST FOR RULE 16 CONFERENCE ON SAME	Jun. 4, 2020
774.	(PART 2 OF 2) MOTION FOR THE COURT TO SET TRIAL DATES AND/OR REQUEST FOR RULE 16 CONFERENCE ON SAME	Jun. 4, 2020

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775.	(PART 1 OF 3) MOTION TO EMPLOY UDLEMAN LAW FIRM P.L.C. AS SPECIAL COUNSEL AND APPROVE THE FILING OF A LAWSUIT AGAINST CUNNINGHAM & ASSOCIATES, INC.	Jun. 5, 2020
776.	(PART 2 OF 3) MOTION TO EMPLOY UDLEMAN LAW FIRM P.L.C. AS SPECIAL COUNSEL AND APPROVE THE FILING OF A LAWSUIT AGAINST CUNNINGHAM & ASSOCIATES, INC.	Jun. 5, 2020
777.	(PART 3 OF 3) MOTION TO EMPLOY UDLEMAN LAW FIRM P.L.C. AS SPECIAL COUNSEL AND APPROVE THE FILING OF A LAWSUIT AGAINST CUNNINGHAM & ASSOCIATES, INC.	Jun. 5, 2020
778.	NOTICE OF FIRST EXTENSION OF TIME TO FILE RESPONSE ON RECEIVER'S MOTION TO APPROVE TEMPORARY RELOCATION OF LICENSE AND SUBCONTRACTOR AGREEMENT BETWEEN WICKEN CURE, LLC AND SSW INVESTMENTS I, LLC	Jun. 9, 2020
779.	NOTICE OF DEPOSIT WITH THE COURT	Jun. 12, 2020
780.	NOTICE OF DEPOSIT WITH THE COURT	Jun. 19, 2020
781.	MOTION FOR ORDER DIRECTING CLERK OF COURT TO RELEASE FUNDS	Jun. 23, 2020
782.	ME: UNDER ADVISEMENT RULING [06/22/020]	Jun. 24, 2020
783.	NOTICE OF SECOND EXTENSION OF TIME TO FILE RESPONSE ON RECEIVER'S MOTION TO APPROVE TEMPORARY RELOCATION OF LICENSE AND SUBCONTRACTOR AGREEMENT BETWEEN WICKEN CURE, LLC AND SSW INVESTMENTS I, LLC	Jun. 24, 2020
784.	REQUEST TO BE REMOVED FROM MAILING LIST	Jun. 24, 2020
785.	(PART 1 OF 3) MOTION FOR ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD MAY 1, 2020 TO MAY 31, 2020	Jun. 26, 2020
786.	(PART 2 OF 3) MOTION FOR ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD MAY 1, 2020 TO MAY 31, 2020	Jun. 26, 2020
787.	(PART 3 OF 3) MOTION FOR ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD MAY 1, 2020 TO MAY 31, 2020	Jun. 26, 2020
788.	LEE'S RESPONSE IN SUPPORT OF RECEIVER'S MOTION FOR TEMPORARY RELOCATION	Jun. 30, 2020

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789.	INTERVENORS' RESPONSE TO RECEIVER'S MOTION TO APPROVE TEMPORARY RELOCATION OF LICENSE AND SUBCONTRACTOR AGREEMENT BETWEEN WICKEN CURE, LLC AND SSW INVESTMENTS I, LLC	Jun. 30, 2020
790.	INTERVENOR SSW INVESTMENTS I, LLC'S RESPONSE TO RECEIVER'S MOTION TO APPROVE TEMPORARY RELOCATION	Jun. 30, 2020
791.	(PART 1 OF 2) RESPONSE IN OPPOSITION TO RECEIVER'S MOTION TO APPROVE TEMPORARY RELOCATION OF LICENSE AND SUBCONTRACTOR AGREEMENT BETWEEN WICKEN CURE, LLC AND SSW INVESTMENTS I, LLC	Jun. 30, 2020
792.	(PART 2 OF 2) RESPONSE IN OPPOSITION TO RECEIVER'S MOTION TO APPROVE TEMPORARY RELOCATION OF LICENSE AND SUBCONTRACTOR AGREEMENT BETWEEN WICKEN CURE, LLC AND SSW INVESTMENTS I, LLC	Jun. 30, 2020
793.	(PART 1 OF 2) RESPONSE AND OBJECTION TO RECEIVER'S MOTION TO APPROVE TEMPORARY RELOCATION OF LICENSE AND SUBCONTRACTOR AGREEMENT BETWEEN WICKEN CURE, LLC AND SSW INVESTMENTS, LLC	Jun. 30, 2020
794.	(PART 2 OF 2) RESPONSE AND OBJECTION TO RECEIVER'S MOTION TO APPROVE TEMPORARY RELOCATION OF LICENSE AND SUBCONTRACTOR AGREEMENT BETWEEN WICKEN CURE, LLC AND SSW INVESTMENTS, LLC	Jun. 30, 2020
795.	ORDER APPROVING RECEIVER'S MOTION FOR ORDER DIRECTING CLERK OF COURT TO RELEASE FUNDS	Jul. 1, 2020
796.	ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C., FOR THE PERIOD APRIL 1, 2020 TO APRIL 30, 2020	Jul. 1, 2020
797.	ORDER APPROVING RECEIVER'S MOTION FOR ORDER DIRECTING CLERK OF COURT TO RELEASE FUNDS	Jul. 1, 2020
798.	ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C., FOR THE PERIOD MARCH 1, 2020 TO MARCH 31, 2020	Jul. 1, 2020
799.	NOTICE OF RELEASE OF DEPOSIT WITH THE COURT	Jul. 2, 2020
800.	NOTICE OF RELEASE OF DEPOSIT WITH THE COURT	Jul. 2, 2020

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801.	RECEIVER'S OMNIBUS REPLY TO RESPONSES TO RECEIVER'S MOTION TO APPROVE TEMPORARY RELOCATION OF LICENSE AND SUBCONTRACTOR AGREEMENT BETWEEN WICKEN CURE, LLC AND SSW INVESTMENTS I, LLC	Jul. 6, 2020
802.	INTERVENORS' NOTICE TO THE COURT PURSUANT TO RULE 91 (E) OF THE SUPREME COURT AND RULE 2.10 (C) OF THE LOCAL RULES OF THE MARICOPA COUNTY SUPERIOR COURT	Jul. 13, 2020
803.	ME: RULING [07/10/2020]	Jul. 14, 2020
804.	LEE'S MOTION FOR CLARIFICATION OF COURT RULING ENTERED JULY 14, 2020	Jul. 15, 2020
805.	ME: MATTER UNDER ADVISEMENT [07/14/2020]	Jul. 16, 2020
806.	ORDER APPROVING RECEIVER'S MOTION TO EMPLOY UDLEMAN LAW FIRM P.L.C. AS SPECIAL COUNSEL AND APPROVE THE FILING OF A LAWSUIT AGAINST CUNNINGHAM & ASSOCIATES, INC.	Jul. 16, 2020
807.	JOINT MOTION TO PARTICIPATE IN A LATE CASE FAIR LIMITS PROCEEDING	Jul. 17, 2020
808.	MOTION FOR ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD JUNE 1, 2020 TO JUNE 30, 2020	Jul. 23, 2020
809.	(PART 1 OF 2) MOTION FOR RECONSIDERATION OF COURT'S JULY 14TH, 2020 FEE RULING BASED ON NEW EVIDENCE	Jul. 23, 2020
810.	(PART 2 OF 2) MOTION FOR RECONSIDERATION OF COURT'S JULY 14TH, 2020 FEE RULING BASED ON NEW EVIDENCE	Jul. 23, 2020
811.	ME: RULING [07/14/2020]	Jul. 24, 2020
812.	ME: RULING [07/24/2020]	Jul. 29, 2020
813.	NOTICE OF DEPOSIT WITH THE COURT	Jul. 30, 2020
814.	MOTION FOR ORDER DIRECTING CLERK OF COURT TO RELEASE FUNDS	Jul. 31, 2020
815.	NOTICE OF FIRST EXTENSION OF TIME FOR WICKENCURE(SIC) TO RESPOND TO DEFENDANTS' JOINT MOTION FOR "FAIR LIMITS RULING"	Aug. 5, 2020
816.	RESPONSE TO DEFENDANTS' JOINT MOTION TO PARTICIPATE IN FAIR LIMITS PROCEEDING	Aug. 10, 2020

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817.	JOINDER IN LEE'S MOTION FOR CLARIFICATION OF COURT RULING ENTERED JULY 14, 2020	Aug. 13, 2020
818.	ORDER GRANTING JASON COVAULT'S REQUEST TO BE REMOVED FROM MAILING LIST	Aug. 18, 2020
819.	ORDER APPROVING RECEIVER'S MOTION FOR ORDER DIRECTING CLERK OF COURT TO RELEASE FUNDS	Aug. 18, 2020
820.	ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD MAY 1, 2020 TO MAY 31, 2020	Aug. 18, 2020
821.	NOTICE OF RELEASE OF DEPOSIT WITH THE COURT	Aug. 20, 2020
822.	(PART 1 OF 3) MOTION FOR ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD JULY 1, 2020 THROUGH JULY 31, 2020	Aug. 20, 2020
823.	(PART 2 OF 3) MOTION FOR ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD JULY 1, 2020 THROUGH JULY 31, 2020	Aug. 20, 2020
824.	(PART 3 OF 3) MOTION FOR ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD JULY 1, 2020 THROUGH JULY 31, 2020	Aug. 20, 2020
825.	REPLY IN SUPPORT OF JOINT MOTION TO PARTICIPATE IN A LATE CASE FAIR LIMITS PROCEEDING	Aug. 24, 2020
826.	ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD JUNE 1, 2020 TO JUNE 30, 2020	Sep. 1, 2020
827.	NOTICE OF DEPOSIT WITH THE COURT	Sep. 3, 2020
828.	MOTION FOR ORDER DIRECTING CLERK OF COURT TO RELEASE FUNDS	Sep. 4, 2020
829.	ORDER APPROVING RECEIVER'S MOTION FOR ORDER DIRECTING CLERK OF COURT TO RELEASE FUNDS	Sep. 14, 2020
830.	ME: UNDER ADVISEMENT RULING [09/11/2020]	Sep. 15, 2020
831.	NON-PARTY BEN HIMMELSTEIN'S MOTION FOR PROTECTIVE ORDER FROM DEPOSITION	Sep. 22, 2020
832.	NON-PARTY BEN HIMMELSTEIN'S RULE 7.1(G) CERTIFICATION	Sep. 22, 2020

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833.	(PART 1 OF 3) MOTION FOR ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD AUGUST 1, 2020 THROUGH AUGUST 31, 2020	Sep. 22, 2020
834.	(PART 2 OF 3) MOTION FOR ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD AUGUST 1, 2020 THROUGH AUGUST 31, 2020	Sep. 22, 2020
835.	(PART 3 OF 3) MOTION FOR ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD AUGUST 1, 2020 THROUGH AUGUST 31, 2020	Sep. 22, 2020
836.	(PART 1 OF 3) NON-PARTY JASON COVAULT'S MOTION FOR PROTECTIVE ORDER AND JOINDER IN NON-PARTY BEN HIMMELSTEIN'S MOTION FOR PROTECTIVE ORDER FROM DEPOSITION	Sep. 24, 2020
837.	(PART 2 OF 3) NON-PARTY JASON COVAULT'S MOTION FOR PROTECTIVE ORDER AND JOINDER IN NON-PARTY BEN HIMMELSTEIN'S MOTION FOR PROTECTIVE ORDER FROM DEPOSITION	Sep. 24, 2020
838.	(PART 3 OF 3) NON-PARTY JASON COVAULT'S MOTION FOR PROTECTIVE ORDER AND JOINDER IN NON-PARTY BEN HIMMELSTEIN'S MOTION FOR PROTECTIVE ORDER FROM DEPOSITION	Sep. 24, 2020
839.	ME: HEARING [09/24/2020]	Sep. 28, 2020
840.	NOTICE OF RELEASE OF DEPOSIT WITH THE COURT	Oct. 1, 2020
841.	ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD JULY 1, 2020 TO JULY 31, 2020	Oct. 5, 2020
842.	NOTICE OF DEPOSIT WITH THE COURT	Oct. 9, 2020
843.	MOTION FOR ORDER DIRECTING CLERK OF COURT TO RELEASE FUNDS	Oct. 12, 2020
844.	MOTION FOR ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD SEPTEMBER 1, 2020 THROUGH SEPTEMBER 30, 2020	Oct. 16, 2020
845.	ME: SCHEDULING CONFERENCE SET [11/02/2020]	Nov. 3, 2020

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No.	Document Name	Filed Date
846.	ME: ORDER ENTERED BY COURT [11/02/2020]	Nov. 4, 2020
847.	ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD SEPTEMBER 1, 2020 TO SEPTEMBER 30, 2020	Nov. 4, 2020
848.	ORDER APPROVING RECEIVER'S MOTION FOR ORDER DIRECTING CLERK OF COURT TO RELEASE FUNDS	Nov. 4, 2020
849.	ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD AUGUST 1, 2020 TO AUGUST 31, 2020	Nov. 4, 2020
850.	ORDER APPROVING RECEIVER'S MOTION FOR ORDER DIRECTING CLERK OF COURT TO RELEASE FUNDS	Nov. 4, 2020
851.	PROOF OF MAILING ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD AUGUST 1, 2020 TO AUGUST 31, 2020; AND ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C....	Nov. 5, 2020
852.	NOTICE OF RELEASE OF DEPOSIT WITH THE COURT	Nov. 6, 2020
853.	NOTICE OF RELEASE OF DEPOSIT WITH THE COURT	Nov. 6, 2020
854.	ME: RULING [11/03/2020]	Nov. 12, 2020
855.	ANDREW LEE'S MOTION TO REMOVE OR SUSPEND JOHNNY NAMROUD AS A BOARD MEMBER	Nov. 12, 2020
856.	(PART 1 OF 3) MOTION FOR ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD OCTOBER 1, 2020 THROUGH OCTOBER 31, 2020	Nov. 18, 2020
857.	(PART 2 OF 3) MOTION FOR ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD OCTOBER 1, 2020 THROUGH OCTOBER 31, 2020	Nov. 18, 2020
858.	(PART 3 OF 3) MOTION FOR ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD OCTOBER 1, 2020 THROUGH OCTOBER 31, 2020	Nov. 18, 2020
859.	INTERVENOR SSW INVESTMENTS I, LLC POSITION STATEMENT REGARDING CONTINUES INTERVENTION	Nov. 20, 2020

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No.	Document Name	Filed Date
860.	DEFENDANTS/COUNTERCLAIMANTS' MOTION FOR LEAVE TO DEPOSE ATTORNEY BEN HIMMELSTEIN AND JASON COVAULT	Nov. 23, 2020
861.	NOTICE OF FIRST EXTENSION OF TIME TO FILE RESPONSE TO ANDREW LEE'S MOTION TO REMOVE OR SUSPEND JOHNY NAMROUD AS A BOARD MEMBER	Nov. 30, 2020
862.	ME: TRIAL SETTING [11/18/2020]	Dec. 3, 2020
863.	(PART 1 OF 2) LEE'S MOTION FOR SUMMARY JUDGMENT AGAINST INTERVENORS KANDO LANDESMAN, MANDO, HAMZA, AND DESLOOVER	Dec. 4, 2020
864.	(PART 2 OF 2) LEE'S MOTION FOR SUMMARY JUDGMENT AGAINST INTERVENORS KANDO LANDESMAN, MANDO, HAMZA, AND DESLOOVER	Dec. 4, 2020
865.	NOTICE OF SECOND EXTENSION OF TIME TO FILE RESPONSE TO ANDREW LEE'S MOTION TO REMOVE OR SUSPEND JOHNY NAMROUD AS A BOARD MEMBER	Dec. 7, 2020
866.	MOTION FOR ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD NOVEMBER 1, 2020 THROUGH NOVEMBER 30, 2020	Dec. 16, 2020
867.	(PART 1 OF 2) MOTION TO APPROVE THE RECEIVER'S REPORT	Dec. 17, 2020
868.	(PART 2 OF 2) MOTION TO APPROVE THE RECEIVER'S REPORT	Dec. 17, 2020
869.	NOTICE OF THIRD EXTENSION OF TIME TO FILE RESPONSE TO ANDREW LEE'S MOTION TO REMOVE OR SUSPEND JOHNY NAMROUD AS A BOARD MEMBER	Dec. 21, 2020
870.	ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD OCTOBER 1, 2020 THROUGH OCTOBER 31, 2020	Dec. 22, 2020
871.	THIRD-PARTY DEFENDANT JOHNY NAMROUD'S MOTION TO STRIKE	Dec. 24, 2020
872.	ME: STATUS CONFERENCE SET [01/06/2021]	Jan. 7, 2021
873.	STIPULATION FOR SUBSTITUTION OF COUNSEL	Jan. 8, 2021
874.	(PART 1 OF 2) INTERVENORS' RESPONSE TO LEE'S MOTION FOR SUMMARY JUDGMENT	Jan. 8, 2021

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875.	(PART 2 OF 2) INTERVENORS' RESPONSE TO LEE'S MOTION FOR SUMMARY JUDGMENT	Jan. 8, 2021
876.	NOTICE OF AUCTION SALE	Jan. 11, 2021
877.	NOTICE OF FOURTH EXTENSION OF TIME TO FILE RESPONSE TO ANDREW LEE'S MOTION TO REMOVE OR SUSPEND JOHNY NAMROUD AS A BOARD MEMBER	Jan. 11, 2021
878.	NOTICE OF FIRST EXTENSION OF TIME TO RESPONSE TO NAMROUD'S MOTION TO STRIKE	Jan. 11, 2021
879.	DEFENDANTS/COUNTERCLAIMANTS' RENEWED MOTION FOR LEAVE TO DEPOSE ATTORNEYS BEN HIMMELSTEIN AND JASON COVAULT	Jan. 19, 2021
880.	(PART 1 OF 3) MOTION FOR ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD DECEMBER 1, 2020 THROUGH DECEMBER 31, 2020	Jan. 19, 2021
881.	(PART 2 OF 3) MOTION FOR ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD DECEMBER 1, 2020 THROUGH DECEMBER 31, 2020	Jan. 19, 2021
882.	(PART 3 OF 3) MOTION FOR ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD DECEMBER 1, 2020 THROUGH DECEMBER 31, 2020	Jan. 19, 2021
883.	ORDER GRANTING SUBSTITUTION OF COUNSEL	Jan. 20, 2021
884.	ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD NOVEMBER 1, 2020 THROUGH NOVEMBER 30, 2020	Jan. 20, 2021
885.	PROOF OF MAILING ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD NOVEMBER 1, 2020 TO NOVEMBER 30, 2020	Jan. 20, 2021
886.	ME: HEARING SET [01/21/2021]	Jan. 22, 2021
887.	DEFENDANTS/COUNTERCLAIMANTS' NOTICE OF WITHDRAWAL OF RENEWED MOTION FOR LEAVE TO DISPOSE ATTORNEYS BEN HIMMELSTEIN AND JASON COVAULT	Jan. 22, 2021
888.	LEE'S RESPONSE TO NAMROUD'S MOTION TO STRIKE	Jan. 25, 2021

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No.	Document Name	Filed Date
889.	LEE'S RESPONSE TO NAMROUD'S MOTION TO STRIKE	Jan. 26, 2021
890.	NOTICE OF ERRATA RE: LEE'S RESPONSE TO NAMROUD'S MOTION TO STRIKE	Jan. 26, 2021
891.	ME: MOTION WITHDRAWN [01/27/2021]	Jan. 28, 2021
892.	NOTICE OF FIFTH EXTENSION OF TIME TO FILE RESPONSE TO ANDREW LEE'S MOTION TO REMOVE OR SUSPEND JOHNY NAMROUD AS A BOARD MEMBER	Feb. 10, 2021
893.	MOTION FOR ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD JANUARY 1, 2021 THROUGH JANUARY 31, 2021	Feb. 12, 2021
894.	ORDER APPROVING MOTION TO APPROVE RECEIVER'S REPORT	Feb. 18, 2021
895.	ME: TRIAL CONTINUED/RESET [02/17/2021]	Feb. 19, 2021
896.	ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD DECEMBER 1, 2020 THROUGH DECEMBER 31, 2020	Feb. 22, 2021
897.	PROOF OF MAILING ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD DECEMBER 1, 2020 THROUGH DECEMBER 31, 2020	Feb. 22, 2021
898.	ME: RULING [02/22/2021]	Mar. 2, 2021
899.	MOTION FOR ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD FEBRUARY 1, 2021 TO FEBRUARY 28, 2021	Mar. 22, 2021
900.	REPORT OF AUCTION SALE	Mar. 22, 2021
901.	MOTION TO APPROVE PAYMENT OF ADMINISTRATIVE CLAIMS OF EOM&D MANAGEMENT AND E&O KIRK PROPERTIES	Mar. 25, 2021
902.	JOINT STIPULATION TO TRANSFER CASE TO THE HON. RANDALL WARNER	Mar. 25, 2021
903.	RECEIVER'S NOTICE OF ERRATA RE: MOTION TO APPROVE PAYMENT OF ADMINISTRATIVE CLAIMS OF EOM&D MANAGEMENT AND E&O KIRK PROPERTIES	Mar. 25, 2021

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904.	ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD JANUARY 1, 2021 THROUGH JANUARY 31, 2021	Apr. 7, 2021
905.	ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD FEBRUARY 1, 2021 THROUGH FEBRUARY 28, 2021	Apr. 9, 2021
906.	MOTION FOR ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD MARCH 1, 2021 TO MARCH 31, 2021	Apr. 16, 2021
907.	ME: RULING [04/16/2021]	Apr. 19, 2021
908.	ORDER GRANTING JOINT STIPULATION TO TRANSFER CASE TO THE HON. RANDALL WARNER	Apr. 20, 2021
909.	NOTICE OF DEPOSIT WITH THE COURT	Apr. 27, 2021
910.	ORDER APPROVING PAYMENT OF ADMINISTRATIVE CLAIMS OF EOM&D MANAGEMENT AND E&O KIRK PROPERTIES	May. 5, 2021
911.	MOTION FOR ORDER DIRECTING CLERK OF COURT TO RELEASE FUNDS	May. 12, 2021
912.	ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD MARCH 1, 2021 THROUGH MARCH 31, 2021	May. 21, 2021
913.	(PART 1 OF 2) MOTION TO ADMIT COUNSEL PRO HAC VICE	Jun. 1, 2021
914.	(PART 2 OF 2) MOTION TO ADMIT COUNSEL PRO HAC VICE	Jun. 1, 2021
915.	[PROPOSED] ORDER GRANTING PRO HAC VICE ADMISSION	Jun. 4, 2021
916.	MOTION FOR ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD APRIL 1, 2021 THROUGH APRIL 30, 2021	Jun. 8, 2021
917.	ORDER APPROVING RECEIVER'S MOTION FOR ORDER DIRECTING CLERK OF COURT TO RELEASE FUNDS	Jun. 15, 2021
918.	NOTICE OF RELEASE OF DEPOSIT WITH THE COURT	Jun. 18, 2021
919.	MOTION IN LIMINE NO. 2 TO EXCLUDE EVIDENCE OF PLAINTIFF'S LEGAL THEORIES OF CLAIMS/DEFENSES BY DEFENDANTS EOM&D MANAGEMENT, LLC, EDWARD KIRK AND OLIVIA KIRK	Jun. 25, 2021

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No.	Document Name	Filed Date
920.	MOTION IN LIMINE NO. 1 TO EXCLUDE EVIDENCE OF PLAINTIFF'S ALLEGED DAMAGES BY DEFENDANTS EOM&D MANAGEMENT, LLC, EDWARD KIRK AND OLIVIA KIRK	Jun. 25, 2021
921.	THE INTERVENORS' JOINDER IN MOTIONS IN LIMINE FILED BY EOM&D AND THE KIRKS	Jun. 25, 2021
922.	MOTION IN LIMINE NO. 3 TO EXCLUDE WITNESSES MARIA CORRALES, AMY BUCHOLTZ, BRANDON TREISTER AND DOUG PAYSEE BY DEFENDANTS EOM&D MANAGEMENT, LLC, EDWARD KIRK AND OLIVIA KIRK	Jun. 25, 2021
923.	(PART 1 OF 4) PRE-TRIAL BRIEF OF DEFENDANTS/COUNTERCLAIMANTS EOM&D MANAGEMENT, LLC, EDWARD KIRK AND OLIVIA KIRK	Jul. 6, 2021
924.	(PART 2 OF 4) PRE-TRIAL BRIEF OF DEFENDANTS/COUNTERCLAIMANTS EOM&D MANAGEMENT, LLC, EDWARD KIRK AND OLIVIA KIRK	Jul. 6, 2021
925.	(PART 3 OF 4) PRE-TRIAL BRIEF OF DEFENDANTS/COUNTERCLAIMANTS EOM&D MANAGEMENT, LLC, EDWARD KIRK AND OLIVIA KIRK	Jul. 6, 2021
926.	(PART 4 OF 4) PRE-TRIAL BRIEF OF DEFENDANTS/COUNTERCLAIMANTS EOM&D MANAGEMENT, LLC, EDWARD KIRK AND OLIVIA KIRK	Jul. 6, 2021
927.	THE INTERVENORS' PRE-TRIAL BRIEF	Jul. 6, 2021
928.	NOTICE OF ERRATA	Jul. 7, 2021
929.	LEE'S PRE-TRIAL MEMORANDUM	Jul. 7, 2021
930.	(PART 1 OF 2) LEE'S PRE-TRIAL MEMORANDUM	Jul. 7, 2021
931.	(PART 2 OF 2) LEE'S PRE-TRIAL MEMORANDUM	Jul. 7, 2021
932.	NOTICE OF SETTLEMENT	Jul. 7, 2021
933.	NOTICE OF APPEARANCE	Jul. 7, 2021
934.	MOTION FOR ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD MAY 1, 2021 THROUGH MAY 31, 2021	Jul. 9, 2021
935.	(PART 1 OF 2) NOTICE OF FILING EXHIBITS	Jul. 12, 2021

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936.	(PART 2 OF 2) NOTICE OF FILING EXHIBITS	Jul. 12, 2021
937.	STIPULATION TO BIFURCATE TRIAL	Jul. 12, 2021
938.	ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD APRIL 1, 2021 THROUGH APRIL 30, 2021	Jul. 13, 2021
939.	AMENDED STIPULATION TO BIFURCATE TRIAL	Jul. 13, 2021
940.	DEFENDANTS/COUNTERCLAIMANTS' REQUEST FOR COURT REPORTER FOR TRIAL SET FOR AUGUST 2, 2021 AT 9:00A.M.	Jul. 13, 2021
941.	(PART 1 OF 3) MOTION TO APPROVE SETTLEMENT BETWEEN THE RECEIVER AND CUNNINGHAM & ASSOCIATES, IND. AND TO APPROVE CONTINGENCY FEE TO UDELMAN LAW FIRM	Jul. 14, 2021
942.	(PART 2 OF 3) MOTION TO APPROVE SETTLEMENT BETWEEN THE RECEIVER AND CUNNINGHAM & ASSOCIATES, IND. AND TO APPROVE CONTINGENCY FEE TO UDELMAN LAW FIRM	Jul. 14, 2021
943.	(PART 3 OF 3) MOTION TO APPROVE SETTLEMENT BETWEEN THE RECEIVER AND CUNNINGHAM & ASSOCIATES, IND. AND TO APPROVE CONTINGENCY FEE TO UDELMAN LAW FIRM	Jul. 14, 2021
944.	JOINT PRETRIAL STATEMENT	Jul. 15, 2021
945.	ORDER TO BIFURCATE TRIAL	Jul. 16, 2021
946.	(PART 1 OF 2) NOTICE OF ERRATA	Jul. 19, 2021
947.	(PART 2 OF 2) NOTICE OF ERRATA	Jul. 19, 2021
948.	ME: PRETRIAL CONFERENCE [07/16/2021]	Jul. 21, 2021
949.	NOTICE OF FILING EXHIBIT "A" TO JOINT PRE-TRIAL STATEMENT	Jul. 21, 2021
950.	STIPULATION TO DISMISS COUNTERDEFENDANT JOHNY NAMROUD	Jul. 23, 2021
951.	EXPEDITED MOTION FOR TEMPORARY ADMISSION PRO HAC VICE	Jul. 23, 2021
952.	NOTICE OF APPEARANCE	Jul. 26, 2021
953.	RESPONSE TO EXPEDITED MOTION FOR PRO HAC VICE ADMISSION	Jul. 26, 2021

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954.	REPLY IN SUPPORT OF EXPEDITED MOTION FOR TEMPORARY ADMISSION PRO VAC VICE	Jul. 26, 2021
955.	THE INTERVENORS' JOINDER IN RESPONSE TO LEE'S EXPEDITED MOTION FOR PRO HAC ADMISSION	Jul. 26, 2021
956.	ME: RULING [07/27/2021]	Jul. 28, 2021
957.	[PROPOSED] ORDER OF DISMISSAL OF COUNTERDEFENDANT JOHNY NAMROUD	Jul. 28, 2021
958.	AMENDED MOTION FOR TEMPORARY ADMISSION PRO HAC VICE	Jul. 28, 2021
959.	DEPOSITION DESIGNATIONS OF DEFENDANTS/COUNTERDEFENDANTS EOM&D MANAGEMENT, LCC(SIC) AND THE KIRKS	Jul. 28, 2021
960.	MOTION TO STRIKE AMENDED MOTION FOR TEMPORARY ADMISSION PRO HAC VICE	Jul. 29, 2021
961.	THE INTERVENORS' RESPONSE TO LEE'S AMENDED MOTION FOR PRO HAC ADMISSION	Jul. 29, 2021
962.	REQUEST FOR SUMMARY RULING REGARDING MOTION TO STRIKE	Jul. 30, 2021
963.	DEFENDANTS' MEMORANDUM OF LAW REGARDING THE AMENDED BY-LAWS AS THE CONTROLLING CONTRACT	Jul. 30, 2021
964.	DEFENDANTS' MEMORANDUM OF LAW REGARDING THE PARTIES' RIGHTS FOLLOWING FUTURE SATISFACTION OF THE PLEDGE AGREEMENT	Jul. 30, 2021
965.	DEFENDANTS' MEMORANDUM OF LAW REGARDING THE "JUSTICIABLE CONTROVERSY" REQUIREMENT FOR DECLARATORY RELIEF	Jul. 30, 2021
966.	ME: RULING [07/30/2021]	Aug. 2, 2021
967.	MOTION FOR ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD JUNE 1, 2021 THROUGH JUNE 30, 2021	Aug. 2, 2021
968.	ORIGINAL DEPOSITION OF EDWARD KIRK, D.D.S. TAKEN 11/12/2017	Aug. 2, 2021
969.	ORIGINAL DEPOSITION OF INGRID JOIYA-WARRICK TAKEN 02/02/2021	Aug. 2, 2021

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970.	ORIGINAL DEPOSITION OF JANET KANDO TAKEN 11/14/2017	Aug. 2, 2021
971.	ORIGINAL DEPOSITION OF ANDREW LEE TAKEN 11/13/2017	Aug. 2, 2021
972.	ORIGINAL DEPOSITION OF JOHNY NAMROUD TAKEN 08/20/2018	Aug. 2, 2021
973.	ORIGINAL DEPOSITION OF MARY DESLOOVER TAKEN 11/07/2017	Aug. 2, 2021
974.	ORIGINAL DEPOSITION OF JOHN VATISTAS TAKEN 11/13/2017	Aug. 2, 2021
975.	ORIGINAL DEPOSITION OF ANDREW LEE TAKEN 11/13/2017	Aug. 2, 2021
976.	(PART 1 OF 2) ORIGINAL DEPOSITION OF ANDREW LEE TAKEN 11/13/2017	Aug. 2, 2021
977.	(PART 2 OF 2) ORIGINAL DEPOSITION OF ANDREW LEE TAKEN 11/13/2017	Aug. 2, 2021
978.	(PART 1 OF 2) ORIGINAL DEPOSITION OF BASSAM NAHAS TAKEN 12/06/2017	Aug. 2, 2021
979.	(PART 2 OF 2) ORIGINAL DEPOSITION OF BASSAM NAHAS TAKEN 12/06/2017	Aug. 2, 2021
980.	ME: TRIAL [08/02/2021]	Aug. 5, 2021
981.	ME: TRIAL [08/03/2021]	Aug. 5, 2021
982.	ORIGINAL DEPOSITION OF JOHNY NAMROUD TAKEN 08/20/2018	Aug. 5, 2021
983.	ORIGINAL DEPOSITION OF INGRID JOIYA-WARRICK TAKEN 02/02/2021	Aug. 5, 2021
984.	ORIGINAL DEPOSITION OF BASSAM NAHAS TAKEN 12/06/2017	Aug. 5, 2021
985.	ME: TRIAL [08/04/2021]	Aug. 6, 2021
986.	ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD MAY 1, 2021 THROUGH MAY 31, 2021	Aug. 6, 2021
987.	TRIAL / HEARING WORKSHEET	Aug. 6, 2021
988.	INTERVENOR JANET KANDO'S SUPPLEMENTAL CLOSING ARGUMENT	Aug. 7, 2021
989.	ME: TRIAL [08/05/2021]	Aug. 9, 2021

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990.	ME: MATTER UNDER ADVISEMENT [08/06/2021]	Aug. 11, 2021
991.	ME: UNDER ADVISEMENT RULING [08/11/2021]	Aug. 13, 2021
992.	EXHIBIT 1 - 08/03/2021 - DEFENDANT	Aug. 13, 2021
993.	EXHIBIT 2 - 08/03/2021 - DEFENDANT	Aug. 13, 2021
994.	EXHIBIT 3 - 08/03/2021 - DEFENDANT	Aug. 13, 2021
995.	EXHIBIT 4 - 08/03/2021 - DEFENDANT	Aug. 13, 2021
996.	EXHIBIT 5 - 08/03/2021 - DEFENDANT	Aug. 13, 2021
997.	EXHIBIT 6 - 08/03/2021 - DEFENDANT	Aug. 13, 2021
998.	EXHIBIT 7 - 08/03/2021 - DEFENDANT	Aug. 13, 2021
999.	EXHIBIT 8 - 08/03/2021 - DEFENDANT	Aug. 13, 2021
1000.	EXHIBIT 9 - 08/03/2021 - DEFENDANT	Aug. 13, 2021
1001.	EXHIBIT 12 - 08/03/2021 - DEFENDANT	Aug. 13, 2021
1002.	EXHIBIT 15 - 08/03/2021 - DEFENDANT	Aug. 13, 2021
1003.	EXHIBIT 16 - 08/03/2021 - DEFENDANT	Aug. 13, 2021
1004.	EXHIBIT 17 - 08/03/2021 - DEFENDANT	Aug. 13, 2021
1005.	EXHIBIT 20 - 08/03/2021 - DEFENDANT	Aug. 13, 2021
1006.	EXHIBIT 24 - 08/03/2021 - DEFENDANT	Aug. 13, 2021
1007.	EXHIBIT 25 - 08/03/2021 - DEFENDANT	Aug. 13, 2021
1008.	EXHIBIT 28 - 08/03/2021 - PLAINTIFF	Aug. 13, 2021
1009.	EXHIBIT 30 - 08/03/2021 - PLAINTIFF	Aug. 13, 2021
1010.	EXHIBIT 33 - 08/03/2021 - PLAINTIFF	Aug. 13, 2021
1011.	EXHIBIT 35 - 08/03/2021 - PLAINTIFF	Aug. 13, 2021
1012.	EXHIBIT 36 - 08/03/2021 - PLAINTIFF	Aug. 13, 2021

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1013.	EXHIBIT 37 - 08/03/2021 - PLAINTIFF	Aug. 13, 2021
1014.	EXHIBIT 40 - 08/03/2021 - PLAINTIFF	Aug. 13, 2021
1015.	EXHIBIT 41 - 08/03/2021 - PLAINTIFF	Aug. 13, 2021
1016.	EXHIBIT 42 - 08/03/2021 - PLAINTIFF	Aug. 13, 2021
1017.	EXHIBIT 43 - 08/03/2021 - PLAINTIFF	Aug. 13, 2021
1018.	EXHIBIT 44 - 08/03/2021 - PLAINTIFF	Aug. 13, 2021
1019.	EXHIBIT 46 - 08/03/2021 - PLAINTIFF	Aug. 13, 2021
1020.	EXHIBIT 48 - 08/03/2021 - PLAINTIFF	Aug. 13, 2021
1021.	EXHIBIT 49 - 08/03/2021 - PLAINTIFF	Aug. 13, 2021
1022.	EXHIBIT 50 - 08/03/2021 - PLAINTIFF	Aug. 13, 2021
1023.	EXHIBIT 54 - 08/03/2021 - PLAINTIFF	Aug. 13, 2021
1024.	EXHIBIT 55 - 08/03/2021 - PLAINTIFF	Aug. 13, 2021
1025.	EXHIBIT 57 - 08/03/2021 - PLAINTIFF	Aug. 13, 2021
1026.	EXHIBIT 59 - 08/03/2021 - PLAINTIFF	Aug. 13, 2021
1027.	EXHIBIT 61 - 08/03/2021 - PLAINTIFF	Aug. 13, 2021
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1031.	EXHIBIT 66 - 08/03/2021 - PLAINTIFF	Aug. 13, 2021
1032.	EXHIBIT 70 - 08/03/2021 - PLAINTIFF	Aug. 13, 2021
1033.	EXHIBIT 72 - 08/03/2021 - PLAINTIFF	Aug. 13, 2021
1034.	EXHIBIT 73 - 08/03/2021 - PLAINTIFF	Aug. 13, 2021
1035.	EXHIBIT 74 - 08/03/2021 - PLAINTIFF	Aug. 13, 2021
1036.	EXHIBIT 75 - 08/03/2021 - PLAINTIFF	Aug. 13, 2021

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1037.	EXHIBIT 76 - 08/03/2021 - PLAINTIFF	Aug. 13, 2021
1038.	EXHIBIT 77 - 08/03/2021 - PLAINTIFF	Aug. 13, 2021
1039.	EXHIBIT 78 - 08/03/2021 - PLAINTIFF	Aug. 13, 2021
1040.	EXHIBIT 83 - 08/03/2021 - PLAINTIFF	Aug. 13, 2021
1041.	EXHIBIT 84 - 08/03/2021 - PLAINTIFF	Aug. 13, 2021
1042.	EXHIBIT 86 - 08/03/2021 - PLAINTIFF	Aug. 13, 2021
1043.	EXHIBIT 88 - 08/03/2021 - PLAINTIFF	Aug. 13, 2021
1044.	EXHIBIT 90 - 08/03/2021 - PLAINTIFF	Aug. 13, 2021
1045.	EXHIBIT 92 - 08/03/2021 - PLAINTIFF	Aug. 13, 2021
1046.	EXHIBIT WORKSHEET HD 08/02/2021	Aug. 13, 2021
1047.	ORDER APPROVING MOTION TO APPROVE SETTLEMENT BETWEEN THE RECEIVER AND CUNNINGHAM & ASSOCIATES, INC., AND APPROVAL OF CONTINGENCY FEE TO UDLEMAN LAW FIRM	Aug. 26, 2021
1048.	MOTION FOR ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD JULY 1, 2021 THROUGH JULY 31, 2021	Aug. 30, 2021
1049.	ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD JUNE 1, 2021 THROUGH JUNE 30, 2021	Sep. 3, 2021
1050.	MOTION TO APPROVE PAYMENT OF ADMINISTRATIVE CLAIM OF FERN BADZIN	Sep. 9, 2021
1051.	MOTION FOR SUBSTITUTION OF COUNSEL	Sep. 14, 2021
1052.	INTERVENORS' POSITION STATEMENT RE: TERMINATION OF RECEIVER	Sep. 14, 2021
1053.	LEE'S POSITION STATEMENT RE: RECEIVERSHIP STATUS PURSUANT TO COURT'S UNDER ADVISEMENT RULING ENTERED AUGUST 13, 2021	Sep. 14, 2021
1054.	POSITION STATEMENT OF RECEIVER REGARDING RECEIVERSHIP PROCEEDING	Sep. 14, 2021

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No.	Document Name	Filed Date
1055.	INTERVENOR SSW INVESTMENTS I, LLC'S POSITION STATEMENT REGARDING RECEIVERSHIP TERMINATION	Sep. 14, 2021
1056.	POSITION STATEMENT RE RECEIVERSHIP OF DEFENDANTS EOM&D MANAGEMENT, LLC, EDWARD KIRK AND OLIVIA KIRK	Sep. 14, 2021
1057.	ME: HEARING [09/17/2021]	Sep. 20, 2021
1058.	ORDER GRANTING MOTION FOR SUBSTITUTION OF COUNSEL	Sep. 22, 2021
1059.	MOTION FOR ADMISSION PRO HAC VICE	Sep. 22, 2021
1060.	MOTION FOR ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD AUGUST 1, 2021 THROUGH AUGUST 31, 2021	Sep. 24, 2021
1061.	NOTICE OF LODGING PROPOSED ORDER ESTABLISHING PROCEDURES FOR THE ADJUDICATION OF CLAIMS	Sep. 27, 2021
1062.	JOINT STATUS REPORT RE TRIAL OF INTERVENORS' CLAIMS	Sep. 27, 2021
1063.	[PROPOSED ORDER] GRANTING MOTION FOR ADMISSION PRO HAC VICE	Sep. 29, 2021
1064.	ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD JULY 1, 2021 THROUGH JULY 31, 2021	Sep. 29, 2021
1065.	ORDER ESTABLISHING PROCEDURES FOR THE ADJUDICATION OF CLAIMS	Oct. 11, 2021
1066.	ME: TRIAL SETTING [10/07/2021]	Oct. 11, 2021
1067.	LEE'S MOTION FOR RECONSIDERATION	Oct. 11, 2021
1068.	MOTION FOR ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD SEPTEMBER 1, 2021 THROUGH SEPTEMBER 30, 2021	Oct. 15, 2021
1069.	ME: RULING [10/19/2021]	Oct. 20, 2021
1070.	ORDER APPROVING PAYMENT OF ADMINISTRATIVE CLAIM OF FERN BADZIN	Oct. 21, 2021
1071.	ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD AUGUST 1, 2021 THROUGH AUGUST 31, 2021	Oct. 29, 2021

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No.	Document Name	Filed Date
1072.	NOTICE OF LODGING [PROPOSED] SCHEDULING ORDER	Nov. 2, 2021
1073.	NOTICE OF FILING AFFIDAVIT OF PUBLICATION OF THE NOTICE OF RIGHT TO FILE PROOF OF CLAIM IN THE USA TODAY NEWSPAPER	Nov. 3, 2021
1074.	(PART 1 OF 3) JOINT MOTION TO CONFIRM THE KIRKS' STATUS AS DIRECTORS AND TO ALLOW THE BOARD TO NAME JANET KANDO AS BOARD MEMBER	Nov. 5, 2021
1075.	(PART 2 OF 3) JOINT MOTION TO CONFIRM THE KIRKS' STATUS AS DIRECTORS AND TO ALLOW THE BOARD TO NAME JANET KANDO AS BOARD MEMBER	Nov. 5, 2021
1076.	(PART 3 OF 3) JOINT MOTION TO CONFIRM THE KIRKS' STATUS AS DIRECTORS AND TO ALLOW THE BOARD TO NAME JANET KANDO AS BOARD MEMBER	Nov. 5, 2021
1077.	LEE'S MOTION TO REMOVE DR. AND MRS. KIRK AS BOARD MEMBERS OF MMJ APOTHECARY	Nov. 8, 2021
1078.	ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD SEPTEMBER 1, 2021 THROUGH SEPTEMBER 30, 2021	Nov. 16, 2021
1079.	STIPULATION TO EXTEND DEADLINE TO RESPOND TO MOTIONS RE MMJ BOARD	Nov. 18, 2021
1080.	NOTICE OF FILING AFFIDAVIT OF PUBLICATION OF THE NOTICE OF RIGHT TO FILE PROOF OF CLAIM IN THE ARIZONA BUSINESS GAZETTE	Nov. 23, 2021
1081.	ORDER GRANTING STIPULATION TO EXTEND DEADLINE TO RESPOND TO MOTIONS RE MMJ BOARD	Nov. 24, 2021
1082.	LEE'S SECOND MOTION FOR PARTIAL RECONSIDERATION OF PERSONAL LIABILITY	Nov. 24, 2021
1083.	MOTION FOR ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD OCTOBER 1, 2021 THROUGH OCTOBER 31, 2021	Dec. 3, 2021
1084.	SCHEDULING ORDER	Dec. 6, 2021
1085.	ME: RESPONSE/REPLY TIMES SET [12/03/2021]	Dec. 6, 2021
1086.	ME: PRETRIAL CONFERENCE SET [12/03/2021]	Dec. 6, 2021
1087.	LETTER DATED 12/16/2021	Dec. 16, 2021

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No.	Document Name	Filed Date
1088.	JOINT MOTION TO EXTEND TIME TO RESPOND TO MOTION TO REMOVE THE KIRKS AS BOARD MEMBERS	Dec. 16, 2021
1089.	(PROPOSED) ORDER GRANTING JOINT MOTION TO EXTEND TIME TO RESPOND TO MOTION TO REMOVE THE KIRKS AS BOARD MEMBERS	Dec. 21, 2021
1090.	MOTION FOR ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD NOVEMBER 1, 2021 THROUGH NOVEMBER 30, 2021	Dec. 21, 2021
1091.	EOM&D AND THE KIRKS' RESPONSE TO LEE'S SECOND MOTION FOR RECONSIDERATION	Dec. 22, 2021
1092.	LEE'S RESPONSE IN SUPPORT OF MOTION TO REMOVE DR. AND MRS. KIRK AS BOARD MEMBERS OF MMJ APOTHECARY	Dec. 22, 2021
1093.	(PART 1 OF 2) NOTICE OF ERRATA	Dec. 23, 2021
1094.	(PART 2 OF 2) NOTICE OF ERRATA	Dec. 23, 2021
1095.	(PART 1 OF 7) JOINT RESPONSE TO LEE'S MOTION TO REMOVE DR. AND MRS. KIRK AS BOARD MEMBERS OF MMJ APOTHECARY	Dec. 24, 2021
1096.	(PART 2 OF 7) JOINT RESPONSE TO LEE'S MOTION TO REMOVE DR. AND MRS. KIRK AS BOARD MEMBERS OF MMJ APOTHECARY	Dec. 24, 2021
1097.	(PART 3 OF 7) JOINT RESPONSE TO LEE'S MOTION TO REMOVE DR. AND MRS. KIRK AS BOARD MEMBERS OF MMJ APOTHECARY	Dec. 24, 2021
1098.	(PART 4 OF 7) JOINT RESPONSE TO LEE'S MOTION TO REMOVE DR. AND MRS. KIRK AS BOARD MEMBERS OF MMJ APOTHECARY	Dec. 24, 2021
1099.	(PART 5 OF 7) JOINT RESPONSE TO LEE'S MOTION TO REMOVE DR. AND MRS. KIRK AS BOARD MEMBERS OF MMJ APOTHECARY	Dec. 24, 2021
1100.	(PART 6 OF 7) JOINT RESPONSE TO LEE'S MOTION TO REMOVE DR. AND MRS. KIRK AS BOARD MEMBERS OF MMJ APOTHECARY	Dec. 24, 2021
1101.	(PART 7 OF 7) JOINT RESPONSE TO LEE'S MOTION TO REMOVE DR. AND MRS. KIRK AS BOARD MEMBERS OF MMJ APOTHECARY	Dec. 24, 2021
1102.	ME: CASE STATUS MINUTE ENTRY [12/23/2021]	Dec. 27, 2021
1103.	JOINT MOTION TO EXTEND TIME TO FILE REPLY IN SUPPORT OF JOINT MOTION TO CONFIRM THE KIRKS' STATUS AS DIRECTORS AND TO ALLOW THE BOARD TO NAME JANET KANDO AS BOARD MEMBER	Jan. 3, 2022

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No.	Document Name	Filed Date
1104.	JOINT REPLY IN SUPPORT OF MOTION TO CONFIRM THE KIRKS' STATUS AS DIRECTORS AND TO ALLOW THE BOARD TO NAME JANET KANDO AS BOARD MEMBER	Jan. 6, 2022
1105.	ORDER RE JOINT MOTION TO EXTEND TIME TO FILE REPLY IN SUPPORT OF JOINT MOTION TO CONFIRM THE KIRKS' STATUS AS DIRECTORS AND TO ALLOW THE BOARD TO NAME JANET KANDO AS BOARD MEMBER	Jan. 11, 2022
1106.	ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD OCTOBER 1, 2021 THROUGH OCTOBER 31, 2021	Jan. 11, 2022
1107.	LEE'S MOTION TO EXTEND REPLY DEADLINE REGARDING LEE'S SECOND MOTION FOR RECONSIDERATION	Jan. 12, 2022
1108.	LEE'S AMENDED AND RESTATED MOTION TO EXTEND REPLY DEADLINE RE: MOTION FOR RECONSIDERATION	Jan. 18, 2022
1109.	LEE'S SECOND AMENDED AND RESTATED MOTION TO EXTEND REPLY DEADLINE RE: MOTION FOR RECONSIDERATION	Jan. 20, 2022
1110.	[PROPOSED] ORDER GRANTING MOTION TO EXTEND DEADLINE TO FILE REPLY IN SUPPORT OF SECOND MOTION FOR RECONSIDERATION	Jan. 24, 2022
1111.	LEE'S REPLY IN SUPPORT OF SECOND MOTION FOR PARTIAL RECONSIDERATION OF PERSONAL LIABILITY	Jan. 24, 2022
1112.	ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD NOVEMBER 1, 2021 THROUGH NOVEMBER 30, 2021	Jan. 25, 2022
1113.	[PROPOSED] ORDER GRANTING AMENDED AND RESTATED MOTION TO EXTEND DEADLINE TO FILE REPLY IN SUPPORT OF SECOND MOTION FOR RECONSIDERATION	Jan. 25, 2022
1114.	MOTION FOR ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD DECEMBER 1, 2021 THROUGH DECEMBER 31, 2021	Jan. 25, 2022
1115.	ME: ORDER ENTERED BY COURT [01/25/2022]	Jan. 26, 2022
1116.	[PROPOSED] ORDER GRANTING SECOND AMENDED AND RESTATED MOTION TO EXTEND DEADLINE TO FILE REPLY IN SUPPORT OF SECOND MOTION FOR RECONSIDERATION	Jan. 27, 2022
1117.	EOM&D AND THE KIRKS' MOTION FOR RECONSIDERATION	Jan. 27, 2022

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1118.	JOINT MOTION TO EXTEND JOINT PRETRIAL STATEMENT DEADLINE	Jan. 27, 2022
1119.	NOTICE OF FILING CLAIMS LIST	Jan. 28, 2022
1120.	NOTICE OF FILING INITIAL CLAIM REPORT	Jan. 31, 2022
1121.	JOINT PRETRIAL STATEMENT	Feb. 1, 2022
1122.	NOTICE OF APPEARANCE	Feb. 1, 2022
1123.	ORDER RE JOINT MOTION TO EXTEND JOINT PRETRIAL STATEMENT DEADLINE	Feb. 3, 2022
1124.	ME: PRETRIAL CONFERENCE [02/04/2022]	Feb. 7, 2022
1125.	LEE'S MOTION TO ENFORCE ROFR AGAINST NAMROUD RE: SALE OF INTEREST IN MMJ	Feb. 7, 2022
1126.	ME: RULING [02/07/2022]	Feb. 8, 2022
1127.	REQUEST FOR COURT REPORTER	Feb. 9, 2022
1128.	(PART 1 OF 2) INTERVENORS' MOTION TO [1] FILE AMENDED AND/OR SUPPLEMENTAL COMPLAINT AND [2] DISMISS DERIVATIVE CLAIMS	Feb. 16, 2022
1129.	(PART 2 OF 2) INTERVENORS' MOTION TO [1] FILE AMENDED AND/OR SUPPLEMENTAL COMPLAINT AND [2] DISMISS DERIVATIVE CLAIMS	Feb. 16, 2022
1130.	MOTION FOR ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD JANUARY 1, 2022 THROUGH JANUARY 31, 2022	Feb. 17, 2022
1131.	INTERVENORS' PRETRIAL MEMORANDUM	Feb. 23, 2022
1132.	ME: STATUS CONFERENCE [02/23/2022]	Feb. 24, 2022
1133.	ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD DECEMBER 1, 2021 THROUGH DECEMBER 31, 2021	Feb. 25, 2022
1134.	EOM&D/KIRKS' RESPONSE TO LEE'S MOTION TO ENFORCE ROFR AGAINST NAMROUD RE: SALE OF INTEREST IN MMJ	Feb. 25, 2022
1135.	(PART 1 OF 2) RESPONSE TO LEE'S MOTION TO ENFORCE ROFR AGAINST NAMROUD RE: SALE OF INTEREST IN MMJ	Feb. 28, 2022

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1136.	(PART 2 OF 2) RESPONSE TO LEE'S MOTION TO ENFORCE ROFR AGAINST NAMROUD RE: SALE OF INTEREST IN MMJ	Feb. 28, 2022
1137.	JOHNY NAMROUD'S EMERGENCY MOTION TO REMOVE THE PARTIES' CLAIMS FOR INDEMNIFICATION OF ATTORNEYS' FEES FROM THE RECEIVERSHIP CLAIMS PROCESS AND RESERVE DETERMINATION OF THESE CLAIMS UNTIL AFTER FINAL ADJUDICATION	Mar. 1, 2022
1138.	EOM&D/KIRKS' JOINDER OF NAMROUD'S EMERGENCY MOTION TO REMOVE THE PARTIES' CLAIMS FOR INDEMNIFICATION OF ATTORNEYS' FEES FROM THE RECEIVERSHIP CLAIMS PROCESS AND RESERVE DETERMINATION OF THESE CLAIMS UNTIL AFTER FINAL ADJUDICATION	Mar. 1, 2022
1139.	ME: TRIAL [02/28/2022]	Mar. 2, 2022
1140.	TRIAL / HEARING WORKSHEET	Mar. 2, 2022
1141.	ME: TRIAL [03/01/2022]	Mar. 3, 2022
1142.	ME: MATTER UNDER ADVISEMENT [03/02/2022]	Mar. 3, 2022
1143.	DIGITAL EXHIBIT LIST COVERSHEET HD 02/28/2022	Mar. 7, 2022
1144.	(PART 1 OF 5) JOHNY NAMROUD'S MOTION TO RELEASE SECURITY	Mar. 14, 2022
1145.	(PART 2 OF 5) JOHNY NAMROUD'S MOTION TO RELEASE SECURITY	Mar. 14, 2022
1146.	(PART 3 OF 5) JOHNY NAMROUD'S MOTION TO RELEASE SECURITY	Mar. 14, 2022
1147.	(PART 4 OF 5) JOHNY NAMROUD'S MOTION TO RELEASE SECURITY	Mar. 14, 2022
1148.	(PART 5 OF 5) JOHNY NAMROUD'S MOTION TO RELEASE SECURITY	Mar. 14, 2022
1149.	(PART 1 OF 2) JOHNY NAMROUD'S MOTION FOR LEAVE TO FILE SECOND AMENDED COMPLAINT	Mar. 14, 2022
1150.	(PART 2 OF 2) JOHNY NAMROUD'S MOTION FOR LEAVE TO FILE SECOND AMENDED COMPLAINT	Mar. 14, 2022
1151.	JOINT MOTION TO EXTEND CLOSING BRIEF DEADLINE	Mar. 21, 2022

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1152.	RECEIVER'S RESPONSE TO JOHNNY NAMROUD'S EMERGENCY MOTION TO REMOVE THE PARTIES' CLAIMS FOR INDEMNIFICATION OF ATTORNEYS' FEES FROM THE RECEIVERSHIP CLAIMS PROCESS AND RESERVE DETERMINATION OF THESE CLAIMS UNTIL AFTER FINAL ADJUDICATION	Mar. 21, 2022
1153.	ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD JANUARY 1, 2022 THROUGH JANUARY 31, 2022	Mar. 22, 2022
1154.	RETURNED MAIL	Mar. 23, 2022
1155.	MOTION FOR ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD FEBRUARY 1, 2022 THROUGH FEBRUARY 28, 2022	Mar. 24, 2022
1156.	ORDER RE JOINT MOTION TO EXTEND CLOSING BRIEF DEADLINE	Mar. 28, 2022
1157.	RETURNED MAIL	Mar. 28, 2022
1158.	ME: RULING [03/28/2022]	Mar. 29, 2022
1159.	(PART 1 OF 9) CLOSING BRIEF	Mar. 29, 2022
1160.	(PART 2 OF 9) CLOSING BRIEF	Mar. 29, 2022
1161.	(PART 3 OF 9) CLOSING BRIEF	Mar. 29, 2022
1162.	(PART 4 OF 9) CLOSING BRIEF	Mar. 29, 2022
1163.	(PART 5 OF 9) CLOSING BRIEF	Mar. 29, 2022
1164.	(PART 6 OF 9) CLOSING BRIEF	Mar. 29, 2022
1165.	(PART 7 OF 9) CLOSING BRIEF	Mar. 29, 2022
1166.	(PART 8 OF 9) CLOSING BRIEF	Mar. 29, 2022
1167.	(PART 9 OF 9) CLOSING BRIEF	Mar. 29, 2022
1168.	LEE'S CLOSING BRIEF RE: INTERVENOR TRIAL	Mar. 29, 2022
1169.	MOTION FOR ORDER APPROVING RECEIVER'S FINAL RECOMMENDATIONS APPROVING CLAIMS IN MMJ RECEIVERSHIP	Apr. 1, 2022
1170.	ME: UNDER ADVISEMENT RULING [03/31/2022]	Apr. 5, 2022

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1171.	ETD SYSTEMS' OBJECTION TO RECEIVER'S FINAL RECOMMENDATIONS APPROVING CLAIMS IN MMJ RECEIVERSHIP AND REQUEST FOR EVIDENTIARY HEARING	Apr. 7, 2022
1172.	AMENDMENT TO MOTION FOR ORDER APPROVING RECEIVER'S FINAL RECOMMENDATIONS APPROVING CLAIMS IN MMJ RECEIVERSHIP	Apr. 8, 2022
1173.	HG ARIZONA INVESTMENTS LLC'S RESPONSE AND LIMITED OBJECTION TO MOTION FOR ORDER APPROVING RECEIVER'S FINAL RECOMMENDATIONS APPROVING CLAIMS IN MMJ RECEIVERSHIP	Apr. 11, 2022
1174.	ME: ORAL ARGUMENT SET [04/08/2022]	Apr. 12, 2022
1175.	CERTIFICATE OF SERVICE OF COURT'S MINUTE ENTRY FILED ON APRIL 12, 2022	Apr. 12, 2022
1176.	EOM&D AND THE KIRKS' LIMITED OBJECTION TO RECEIVER'S MOTION FOR ORDER APPROVING RECEIVER'S FINAL RECOMMENDATIONS APPROVING CLAIMS IN MMJ RECEIVERSHIP	Apr. 20, 2022
1177.	ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD FEBRUARY 1, 2022 THROUGH FEBRUARY 31, 2022	Apr. 21, 2022
1178.	NOTICE OF FILING OF ETD SYSTEMS' OBJECTION TO RECEIVER'S FINAL RECOMMENDATIONS APPROVING CLAIMS IN MMJ RECEIVERSHIP AND REQUEST FOR EVIDENTIARY HEARING; AND NOTICE OF CURRENT MMJ MASTER SERVICE LIST; AND MASTER SERVICE LIST FOR MMJ RECEIVERSHIP'S ...	Apr. 21, 2022
1179.	MOTION FOR ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD MARCH 1, 2022 THROUGH MARCH 31, 2022	Apr. 22, 2022
1180.	ME: RULING [04/21/2022]	Apr. 25, 2022
1181.	NOTICE OF APPEARANCE ON BEHALF OF DEFENDANTS AND COUNTERCLAIMANT RAMINA ISHAC AND JOHN DOE ISHAC	Apr. 25, 2022
1182.	JOHNY NAMROUD'S LIMITED OBJECTION MOTION TO RECEIVER'S FINAL RECOMMENDATIONS APPROVING CLAIMS IN MMJ RECEIVERSHIP	Apr. 27, 2022
1183.	(PART 1 OF 2) JANET KANDO'S LIMITED OBJECTION TO RECEIVER'S FINAL RECOMMENDATIONS APPROVING CLAIMS IN MMJ RECEIVERSHIP	Apr. 27, 2022

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1184.	(PART 2 OF 2) JANET KANDO'S LIMITED OBJECTION TO RECEIVER'S FINAL RECOMMENDATIONS APPROVING CLAIMS IN MMJ RECEIVERSHIP	Apr. 27, 2022
1185.	ANDREW LEE'S LIMITED REQUEST RE: RECEIVER'S FINAL RECOMMENDATIONS ON CLAIM	Apr. 27, 2022
1186.	SSW INVESTMENTS I, LLC'S RESPONSE AND LIMITED OBJECTION TO MOTION FOR ORDER APPR RECEIVER'S FINAL RECOMMENDATIONS APPROVING CLAIMS IN MMJ RECEIVERSHIP	Apr. 27, 2022
1187.	(PROPOSED) ORDER TO RELEASE SECURITY	May. 2, 2022
1188.	ANDREW LEE'S NOTICE OF NON-PARTICIPATION IN PHASE THREE OF TRIAL	May. 2, 2022
1189.	NOTICE OF LIMITED APPEARANCE REGARDING HG ARIZONA INVESTMENTS, LLC'S RESPONSE AND LIMITED OBJECTION TO MOTION FOR ORDER APPROVING RECEIVER'S FINAL RECOMMENDATIONS APPROVING CLAIMS IN MMJ RECEIVERSHIP, AND ORAL ARGUMENT	May. 5, 2022
1190.	NOTICE OF DEPOSIT WITH THE COURT	May. 6, 2022
1191.	EOM&D'S REPLY TO SSW INVESTMENTS I, LLC'S RESPONSE AND LIMITED OBJECTION TO MOTION FOR ORDER APPROVING RECEIVER'S FINAL RECOMMENDATIONS APPROVING CLAIMS IN MMJ RECEIVERSHIP	May. 9, 2022
1192.	EOM&D'S REPLY TO HG ARIZONA INVESTMENTS, LLC'S RESPONSE AND LIMITED OBJECTION TO MOTION FOR ORDER APPROVING RECEIVER'S FINAL RECOMMENDATIONS APPROVING CLAIMS IN MMJ RECEIVERSHIP	May. 9, 2022
1193.	RECEIVER'S OMNIBUS RESPONSE TO OBJECTIONS TO RECEIVER'S FINAL RECOMMENDATIONS APPROVING CLAIMS IN MMJ RECEIVERSHIP	May. 9, 2022
1194.	NOTICE OF APPEARANCE	May. 9, 2022
1195.	(PART 1 OF 4) JOHNY NAMROUD'S SECOND AMENDED COMPLAINT	May. 10, 2022
1196.	(PART 2 OF 4) JOHNY NAMROUD'S SECOND AMENDED COMPLAINT	May. 10, 2022
1197.	(PART 3 OF 4) JOHNY NAMROUD'S SECOND AMENDED COMPLAINT	May. 10, 2022

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1198.	(PART 4 OF 4) JOHNY NAMROUD'S SECOND AMENDED COMPLAINT	May. 10, 2022
1199.	NOTICE OF APPEARANCE	May. 12, 2022
1200.	ME: HEARING [05/12/2022]	May. 16, 2022
1201.	CREDIT MEMO	May. 16, 2022
1202.	NOTICE OF LODGING ORDER APPROVING RECEIVER'S FINAL RECOMMENDATIONS APPROVING CLAIMS IN MMJ RECEIVERSHIP	May. 17, 2022
1203.	(PART 1 OF 2) PLAINTIFF IN INTERVENTION EOM&D'S MOTION FOR LEAVE TO FILE FIRST AMENDED COMPLAINT IN INTERVENTION	May. 17, 2022
1204.	(PART 2 OF 2) PLAINTIFF IN INTERVENTION EOM&D'S MOTION FOR LEAVE TO FILE FIRST AMENDED COMPLAINT IN INTERVENTION	May. 17, 2022
1205.	JOINT STATUS REPORT	May. 19, 2022
1206.	ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD MARCH 1, 2022 THROUGH MARCH 31, 2022	May. 20, 2022
1207.	ME: SCHEDULING CONFERENCE SET [05/20/2022]	May. 24, 2022
1208.	HG ARIZONA INVESTMENTS, LLC'S MEMORANDUM RE: TERMINATION OF RECEIVERSHIP	May. 24, 2022
1209.	ORDER APPROVING RECEIVER'S FINAL RECOMMENDATIONS APPROVING CLAIMS IN MMJ RECEIVERSHIP	May. 27, 2022
1210.	MOTION FOR ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD APRIL 1, 2022 THROUGH APRIL 30, 2022	May. 27, 2022
1211.	MOTION TO APPROVE FIRST INTERIM DISTRIBUTION TO APPROVED CREDITORS	May. 31, 2022
1212.	RETURNED MAIL	Jun. 2, 2022
1213.	(PART 1 OF 2) DEFENDANT RAMINA ISHAC'S MOTION FOR LEAVE TO FILE FIRST AMENDED COUNTERCLAIM	Jun. 10, 2022
1214.	(PART 2 OF 2) DEFENDANT RAMINA ISHAC'S MOTION FOR LEAVE TO FILE FIRST AMENDED COUNTERCLAIM	Jun. 10, 2022

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No.	Document Name	Filed Date
1215.	JOINT NOTICE OF SECOND EXTENSION OF TIME TO FILE MEMORANDUM RE RECEIVERSHIP	Jun. 13, 2022
1216.	DEFENDANT RAMINA ISHAC'S NOTICE REGARDING FIRST EXTENTION(SIC) TO RESPOND TO EOM&D'S MOTION FOR LEAVE TO FILE FIRST AMENDED COMPLAINT IN INTERVENTION	Jun. 13, 2022
1217.	(PART 1 OF 2) DEFENDANT RAMINA ISHAC'S MOTION FOR LEAVE TO FILE FIRST AMENDED COUNTERCLAIM	Jun. 13, 2022
1218.	(PART 2 OF 2) DEFENDANT RAMINA ISHAC'S MOTION FOR LEAVE TO FILE FIRST AMENDED COUNTERCLAIM	Jun. 13, 2022
1219.	DEFENDANT RAMINA ISHAC'S ANSWER TO JOHNY NAMROUD'S SECOND AMENDED COMPLAINT	Jun. 13, 2022
1220.	DEFENDANT RAMINA ISHAC'S RESPONSE TO EOM&D'S MOTION FOR LEAVE TO FILE FIRST AMENDED COMPLAINT IN INTERVENTION	Jun. 14, 2022
1221.	[PROPOSED] ORDER GRANTING PLAINTIFF IN INTERVENTION EOM&D'S MOTION FOR LEAVE TO FILE FIRST AMENDED COMPLAINT IN INTERVENTION	Jun. 15, 2022
1222.	(PART 1 OF 2) DEFENDANT RAMINA ISHAC'S MOTION FOR RECONSIDERATION OF COURT'S ORDER GRANTING EOM&D'S MOTION FOR LEAVE TO FILE FIRST AMENDED COMPLAINT	Jun. 16, 2022
1223.	(PART 2 OF 2) DEFENDANT RAMINA ISHAC'S MOTION FOR RECONSIDERATION OF COURT'S ORDER GRANTING EOM&D'S MOTION FOR LEAVE TO FILE FIRST AMENDED COMPLAINT	Jun. 16, 2022
1224.	(PART 1 OF 2) FIRST AMENDED COMPLAINT IN INTERVENTION	Jun. 16, 2022
1225.	(PART 2 OF 2) FIRST AMENDED COMPLAINT IN INTERVENTION	Jun. 16, 2022
1226.	ORDER GRANTING MOTION TO APPROVE FIRST INTERIM DISTRIBUTION TO APPROVED CREDITORS	Jun. 17, 2022
1227.	(PART 1 OF 2) NOTICE OF ERRATA	Jun. 17, 2022
1228.	(PART 2 OF 2) NOTICE OF ERRATA	Jun. 17, 2022
1229.	MEMORANDUM REGARDING TERMINATION OF THE RECEIVERSHIP	Jun. 17, 2022
1230.	(PART 1 OF 2) INTERVENORS' MEMORANDUM RE POSITION ON TERMINATION OF RECEIVERSHIP	Jun. 17, 2022

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No.	Document Name	Filed Date
1231.	(PART 2 OF 2) INTERVENORS' MEMORANDUM RE POSITION ON TERMINATION OF RECEIVERSHIP	Jun. 17, 2022
1232.	JOHNY NAMROUD'S MEMORANDUM REGARDING TERMINATION OF RECEIVER	Jun. 17, 2022
1233.	LEE'S BENCH MEMORANDUM IN RESPONSE TO COURT ORDER ENTERED MAY 16, 2022	Jun. 17, 2022
1234.	RECEIVER'S MEMORANDUM REGARDING TERMINATION OF RECEIVERSHIP	Jun. 17, 2022
1235.	ME: ORDER ENTERED BY COURT [06/20/2022]	Jun. 21, 2022
1236.	MOTION FOR ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD MAY 1, 2022 THROUGH MAY 31, 2022	Jun. 21, 2022
1237.	PLAINTIFF IN INTERVENTION EOM&D, LLC'S REPLY MEMORANDUM IN SUPPORT OF MOTION FOR LEAVE TO FILE FIRST AMENDED COMPLAINT INTERVENTION	Jun. 24, 2022
1238.	RESPONSE TO LEE MEMORANDUM REGARDING TERMINATION OF RECEIVER	Jun. 27, 2022
1239.	ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD APRIL 1, 2022 THROUGH APRIL 30, 2022	Jun. 28, 2022
1240.	ME: ORDER ENTERED BY COURT [07/01/2022]	Jul. 5, 2022
1241.	NOTICE OF FIRST EXTENSION TO FILE RESPONSE TO DEFENDANT RAMINA ISHAC'S MOTION FOR LEAVE TO FILE FIRST AMENDED COUNTERCLAIM	Jul. 5, 2022
1242.	PLAINTIFF IN INTERVENTION EOM&D, LLC'S NOTICE OF FIRST EXTENSION TO FILE RESPONSE TO DEFENDANT RAMINA ISHAC'S MOTION FOR LEAVE TO FILE FIRST AMENDED COUNTERCLAIM	Jul. 5, 2022
1243.	ME: ORDER ENTERED BY COURT [07/06/2022]	Jul. 7, 2022
1244.	PLAINTIFF IN INTERVENTION EOM&D, LLC'S NOTICE OF EXTENSION TO FILE RESPONSE TO DEFENDANT RAMINA ISHAC'S MOTION FOR LEAVE TO FILE FIRST AMENDED COUNTERCLAIM	Jul. 11, 2022
1245.	ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD MAY 1, 2022 THROUGH MAY 31, 2022	Jul. 22, 2022

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No.	Document Name	Filed Date
1246.	MOTION FOR ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD JUNE 1, 2022 THROUGH JUNE 30, 2022	Jul. 22, 2022
1247.	(PART 1 OF 3) MOTION FOR ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD JULY 1, 2022 THROUGH JULY 31, 2022	Aug. 11, 2022
1248.	(PART 2 OF 3) MOTION FOR ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD JULY 1, 2022 THROUGH JULY 31, 2022	Aug. 11, 2022
1249.	(PART 3 OF 3) MOTION FOR ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD JULY 1, 2022 THROUGH JULY 31, 2022	Aug. 11, 2022
1250.	NOTICE OF LODGING PROPOSED ORDER REGARDING TERMINATION OF RECEIVERSHIP	Aug. 15, 2022
1251.	NOTICE OF LODGING OF [PROPOSED] FINAL JUDGMENT	Aug. 15, 2022
1252.	NOTICE OF LODGING INTERVENORS' PROPOSED FINAL JUDGMENT	Aug. 15, 2022
1253.	NOTICE OF LODGING ANDREW LEE'S PROPOSED FORM OF JUDGMENT	Aug. 15, 2022
1254.	ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD JUNE 1, 2022 THROUGH JUNE 30, 2022	Aug. 19, 2022
1255.	OBJECTION TO ANDREW LEE'S PROPOSED FORM OF JUDGMENT	Aug. 30, 2022
1256.	MOTION FOR ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD AUGUST 1, 2022 THROUGH AUGUST 31, 2022	Sep. 2, 2022
1257.	(PART 1 OF 2) NOTICE OF LODGING [PROPOSED] FINAL JUDGMENT	Sep. 6, 2022
1258.	(PART 2 OF 2) NOTICE OF LODGING [PROPOSED] FINAL JUDGMENT	Sep. 6, 2022
1259.	NOTICE OF ERRATA TO INTERVENORS' PROPOSED FINAL JUDGMENT	Sep. 7, 2022
1260.	INTERVENORS' OBJECTION TO PROPOSED ORDER REGARDING TERMINATION OF RECEIVERSHIP	Sep. 8, 2022

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No.	Document Name	Filed Date
1261.	SSW INVESTMENTS I, LLC'S LIMITED OBJECTION TO PROPOSED ORDER REGARDING TERMINATION OF RECEIVERSHIP	Sep. 8, 2022
1262.	ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD JULY 1, 2022 THROUGH JULY 31, 2022	Sep. 13, 2022
1263.	ORDER REGARDING TERMINATION OF RECEIVERSHIP	Sep. 13, 2022
1264.	ME: CASE STATUS MINUTE ENTRY [09/12/2022]	Sep. 14, 2022
1265.	ME: NUNC PRO TUNC ORDER [09/20/2022]	Sep. 21, 2022
1266.	ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD AUGUST 1, 2022 THROUGH AUGUST 31, 2022	Sep. 29, 2022
1267.	ME: RULING [10/10/2022]	Oct. 11, 2022
1268.	FINAL JUDGMENT	Oct. 11, 2022
1269.	LEE'S MOTION FOR PARTIAL RECONSIDERATION OF FINAL JUDGMENT ENTERED OCTOBER 11, 2022	Oct. 16, 2022
1270.	ME: RULING [10/19/2022]	Oct. 20, 2022
1271.	NOTICE OF CHANGE OF FIRM FOR COUNSEL FOR LEE	Oct. 26, 2022
1272.	LEE'S MOTION FOR PARTIAL RECONSIDERATION/CLARIFICATION RE FINAL JUDGMENT ENTERED OCTOBER 11, 2022	Oct. 26, 2022
1273.	LEE'S RULE 59 MOTION FOR NEW TRIAL	Oct. 26, 2022
1274.	LEE'S MOTION FOR INTERIM STAY, OR ALTERNATIVELY, TO SET BOND	Oct. 26, 2022
1275.	OPPOSITION OF EOM&D MANAGEMENT, LLC, EDWARD KIRK AND OLIVIA KIRK TO ANDREW LEE'S MOTION FOR INTERIM STAY, OR ALTERNATIVELY, TO SET BOND	Oct. 28, 2022
1276.	OPPOSITION OF EOM&D MANAGEMENT, LLC, EDWARD KIRK AND OLIVIA KIRK TO ANDREW LEE'S MOTION FOR NEW TRIAL	Oct. 28, 2022
1277.	MOTION TO STRIKE LEE'S MOTION FOR PARTIAL RECONSIDERATION/CLARIFICATION RE FINAL JUDGMENT ENTERED OCTOBER 11, 2022	Oct. 28, 2022

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No.	Document Name	Filed Date
1278.	ME: RULING [11/01/2022]	Nov. 2, 2022
1279.	ME: RULING [11/03/2022]	Nov. 4, 2022
1280.	LEE'S FIRST AMENDED RULE 59 MOTION FOR NEW TRIAL	Nov. 7, 2022
1281.	NOTICE OF DESIGNATION OF COUNSEL OF RECORD FOR EOM&D MANAGEMENT, LLC, EDWARD KIRK AND OLIVIA KIRK	Nov. 8, 2022
1282.	EOM&D MANAGEMENT, LLC, EDWARD KIRK AND OLIVIA KIRK'S MOTION FOR LEAVE TO REGISTER AND RECORD OCTOBER 11, 2022 FINAL JUDGMENT IN ILLINOIS	Nov. 9, 2022
1283.	JOINT NOTICE OF FIRST EXTENSION FOR EOM&D MANAGEMENT, LLC, EDWARD KIRK AND OLIVIA KIRK TO FILE OPPOSITION TO LEE'S FIRST AMENDED RULE 59 MOTION FOR NEW TRIAL	Nov. 17, 2022
1284.	ME: STAY OF PROCEEDINGS [12/01/2022]	Dec. 2, 2022
1285.	MOTION TO RELEASE / EXONERATE BOND	Dec. 7, 2022
1286.	(PART 1 OF 2) EOM&D MANAGEMENT, LLC, EDWARD KIRK AND OLIVIA KIRK'S OPPOSITION TO LEE'S FIRST AMENDED RULE 59 MOTION FOR NEW TRIAL	Dec. 16, 2022
1287.	(PART 2 OF 2) EOM&D MANAGEMENT, LLC, EDWARD KIRK AND OLIVIA KIRK'S OPPOSITION TO LEE'S FIRST AMENDED RULE 59 MOTION FOR NEW TRIAL	Dec. 16, 2022
1288.	NOTICE OF FIRST EXTENSION OF TIME TO REPLY TO RESPONSE TO LEE'S AMENDED RULE 59 MOTION	Dec. 27, 2022
1289.	NOTICE OF CHANGE OF ADDRESS	Jan. 3, 2023
1290.	NOTICE OF SECOND EXTENSION OF TIME TO FILE LEE'S FINAL AMENDED RULE 59 MOTION	Jan. 6, 2023
1291.	ORDER TO RELEASE / EXONERATE BOND	Jan. 9, 2023
1292.	ME: ORDER EXONERATING BOND [01/09/2023]	Jan. 10, 2023
1293.	NOTICE OF RELEASE OF DEPOSIT WITH THE COURT	Jan. 10, 2023

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No.	Document Name	Filed Date
1294.	EOM&D MANAGEMENT, LLC, EDWARD KIRK, OLIVIA KIRK AND JOHNY NAMROUD'S JOINT EMERGENCY MOTION FOR RECONSIDERATION REGARDING JANUARY 9, 2023 ORDER GRANTING ANDREW LEE'S MOTION TO RELEASE/EXONERATE BOND	Jan. 10, 2023
1295.	LEE'S SECOND AMENDED RULE 59 MOTION FOR NEW TRIAL	Jan. 11, 2023
1296.	ME: ORAL ARGUMENT SET [01/11/2023]	Jan. 12, 2023
1297.	EOM&D MANAGEMENT, LLC, EDWARD KIRK AND OLIVIA KIRK'S REQUEST FOR RULING ON MOTION FOR LEAVE TO REGISTER AND RECORD OCTOBER 11, 2022 FINAL JUDGMENT IN ILLINOIS	Jan. 12, 2023
1298.	EOM&D MANAGEMENT, LLC, EDWARD KIRK, OLIVIA KIRK AND JOHNY NAMROUD'S JOINT RESPONSE IN OPPOSITION TO ANDREW LEE'S MOTION TO RELEASE/EXONERATE BOND	Jan. 18, 2023
1299.	LEE'S REPLY IN SUPPORT OF MOTION TO EXONERATE BOND	Jan. 23, 2023
1300.	ME: RULING [01/20/2023]	Jan. 24, 2023
1301.	ME: RULING [01/23/2023]	Jan. 25, 2023
1302.	ME: HEARING [01/26/2023]	Jan. 31, 2023
1303.	NOTICE OF APPEAL	Feb. 21, 2023
1304.	(PART 1 OF 2) EOM&D MANAGEMENT, LLC, EDWARD KIRK AND OLIVIA KIRK'S NOTICE OF CROSS-APPEAL	Feb. 22, 2023
1305.	(PART 2 OF 2) EOM&D MANAGEMENT, LLC, EDWARD KIRK AND OLIVIA KIRK'S NOTICE OF CROSS-APPEAL	Feb. 22, 2023
1306.	NOTICE OF FILING NOTICE OF APPEAL	Feb. 24, 2023
1307.	EOM&D MANAGEMENT, LLC, EDWARD KIRK AND OLIVIA KIRK'S APPLICATION FOR A CHARGING ORDER AGAINST ANDREW LEE'S TRANSFERABLE INTEREST IN WICKEN CURE, LLC	Feb. 24, 2023
1308.	LEE'S MOTION TO SET SUPERSEDEAS BOND	Feb. 27, 2023
1309.	ME: ORDER TO SHOW CAUSE ISSUED [03/02/2023]	Mar. 3, 2023
1310.	ME: ORDER ENTERED BY COURT [03/08/2023]	Mar. 9, 2023



MMJ APOTHECARY GP ET AL VS EOM&D MANAGEMENT LLC ET

**Electronic Index of Record
MAR Case # CV2017-055732**

APPEAL COUNT: 3

RE: CASE: UNKNOWN

DUE DATE: 03/22/2023

CAPTION: MMJ APOTHECARY GP ET AL VS EOM&D MANAGEMENT
LLC ET

EXHIBIT(S): HD 02/28/2022 - DIGITAL -
<https://digitalevidence.azcourts.gov/s/s/719b>

EXHIBIT(S): HD 12/19/2017 - LIST # 1 3 7 15 16 17 19 20 26 27 28 29 30
31 40 43 44 45 46 51 53 57 58 59 63 68 78 79 85 86 101 104 106 114 125
133 134 137 140 IN A BOX

HD 12/19/2019 - LIST # 1 3 4 5 6 7 8 9 10 11 15 16 17 18 19 21 22 24 25
26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 IN A MANILA
ENVELOPE

HD 08/02/2021 - LIST # 80 85 96 101 IN A MANILA ENVELOPE

EXHIBIT(S): HD 08/02/2021 - ELECTRONIC - IOR # 992 993 994 995 996
997 998 999 1000 1001 1002 1003 1004 1005 1006 1007 1008 1009 1010
1011 1012 1013 1014 1015 1016 1017 1018 1019 1020 1021 1022 1023
1024 1025 1026 1027 1028 1029 1030 1031 1032 1033 1034 1035 1036
1037 1038 1039 1040 1041 1042 1043 1044 1045

LOCATION ONLY: NONE

SEALED DOCUMENT: ORIGINAL SEALED DOCUMENTS INCLUDED IN
INDEX OF RECORD

DEPOSITION(S): ORIGINAL DEPOSITIONS INCLUDED IN THE INDEX
OF RECORD

TRANSCRIPT(S): NONE

COMPILED BY: danielle.garcia on March 22, 2023; [2.5-17026.63]
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MMJ APOTHECARY GP ET AL VS EOM&D MANAGEMENT LLC ET

**Electronic Index of Record
MAR Case # CV2017-055732**

CERTIFICATION: I, JEFF FINE, Clerk of the Superior Court of Maricopa County, State of Arizona, do hereby certify that the above listed Index of Record, corresponding electronic documents, and items denoted to be transmitted manually constitute the record on appeal in the above-entitled action.

The bracketed [date] following the minute entry title is the date of the minute entry.

CONTACT INFO: Clerk of the Superior Court, Maricopa County, Appeals Unit, 175 W Madison Ave, Phoenix, AZ 85003; 602-372-5375

SUPERIOR COURT OF ARIZONA
MARICOPA COUNTY

CV 2017-055732

12/19/2019

HON. PAMELA GATES

CLERK OF THE COURT
S. Ortega
Deputy

M M J APOTHECARY G P, et al.

v.

E O M & D MANAGEMENT L L C, et al.

DENNIS I WILENCHIK

RYAN W ANDERSON
WADE M BURGESSON
JESSE R CALLAHAN
J CHRISTOPHER GOOCH
RICHARD H HEROLD JR.
DAVID MARHOFFER
DIANA NAMROUD
7747 N NORDICA AVE
NILES IL 60714
TYLER Q SWENSEN
ANDREW S LISHKO
JESSICA GALE
ANTHONY W AUSTIN
ROBERT N MANN
TAYLOR H ALLIN

MINUTE ENTRY

Prior to commencement of the hearing, Defendants/Counterclaimants' exhibits 1 through 3 are marked for identification.

East Court Building – Courtroom 912

SUPERIOR COURT OF ARIZONA
MARICOPA COUNTY

CV 2017-055732

12/19/2019

9:10 a.m. This is the time set for 1) oral argument on Receiver's Motion to Approve Loan Between Wicken Cure, LLC and SSW Investments I, LLC; 2) oral argument on Motion of EOM&D Management, LLC for Relief from Amended Order Appointing Receiver; and 3) evidentiary hearing on Defendants/Counterclaimants' Application for Order to Show Cause Why Counterdefendants Should Not Be Held In Contempt and Sanctioned; and Defendants/Counterclaimants Edward and Olivia Kirk's Emergency Motion for Case-Terminating Sanctions.

Defendants/Counterclaimants EOM&D Management, LLC, Olivia Kirk and Edward Kirk ("EOM&D/Kirk") are represented by counsel, Tyler Swensen and Dennis I. Wilenchik. Counterdefendant Andrew Lee appears telephonically and is represented by counsel, Anthony Austin and J. Christopher Gooch, who also represent Lois Lee. Defendant/Counterdefendant Johny Namroud is represented by counsel, Richard H. Herold and Jessica Gale. Intervenors Mary DeSloover, David Mando, Paul Landesman, Janet Kando, and Sundos Hamza ("Intervenors") are represented by counsel, David Marhoffer. Intervenor SSW Investments, LLC is represented by counsel, Andrew S. Lishko. Intervenor HG Arizona Investments, LLC is represented by counsel, Wade Burgeson. Nonparties Radix Law, PLC and Ben Himmelstein ("Radix/Himmelstein") are represented by counsel, Robert Mann. Receiver Peter S. Davis is present and represented by counsel, Ryan W. Anderson.

A record of the proceedings is made digitally in lieu of a court reporter.

Preliminary and procedural matters are discussed.

Oral argument is presented on the December 6, 2018 Motion of EOM&D Management, LLC for Relief from Amended Order Appointing Receiver and Receiver's August 30, 2019 Motion to Approve Loan Between Wicken Cure, LLC and SSW Investments I, LLC.

For the reasons stated on the record,

IT IS ORDERED taking Defendant/Counterclaimant EOM&D's Motion for Relief from Amended Order Appointing Receiver and Receiver's August 30, 2019 Motion to Approve Loan Between Wicken Cure, LLC and SSW Investments I, LLC under advisement.

Discussion is held regarding the evidentiary hearing schedule and pending motions.

IT IS FURTHER ORDERED granting Receiver's November 20, 2019 Motion for Order Directing Clerk of Court to Release Funds.

SUPERIOR COURT OF ARIZONA
MARICOPA COUNTY

CV 2017-055732

12/19/2019

The court intends to set a one-hour oral argument on Defendant/Counterdefendant Johny Namroud's October 24, 2019 Motion to Terminate the Receiver. Counsel are directed to notify court staff of dates and times of availability.

IT IS FURTHER ORDERED granting Receiver's November 25, 2019 Motion for Order Approving Fees and Costs Incurred by the Receiver and Guttilla Murphy Anderson, P.C. for the Period October 1, 2019 to October 31, 2019.

The court concludes that Defendants/Counterclaimants Edward and Olivia Kirk's November 13, 2019 Motion to Disqualify Attorney Robert N. Mann as Counsel of Record for Radix Law and Ben Himmelstein is withdrawn. The court grants leave for the motion to be re-filed if it becomes relevant at a later time.

The court will set a two-hour oral argument on Intervenor's June 7, 2019 Motion for Partial Summary Judgment Re: Violation of ARS §§ 44-1841 & 1842, Sale of Unregulated Securities and Counterdefendants Lee's July 15, 2019 Cross-Motion for Partial Summary Judgment. Counsel are directed to notify court staff of dates and times of availability.

Discussion is held regarding Intervenor's September 12, 2019 Motion for Declaratory Judgment re: Janet Kando is a Partner and Director of MMJ Apothecary, G.P. The court will contact counsel if it is determined that oral argument is needed on Intervenor's Motion.

11:03 a.m. Court stands at recess.

11:16 a.m. Court reconvenes. Defendants/Counterclaimants EOM&D Management, LLC, Olivia Kirk and Edward Kirk ("EOM&D/Kirk") are represented by counsel, Tyler Swensen and Dennis I. Wilenchik. Counterdefendant Andrew Lee appears telephonically and is represented by counsel, J. Christopher Gooch, who also represents Lois Lee. Intervenor Mary DeSloover, David Mando, Paul Landesman, Janet Kando, and Sundos Hamza ("Intervenors") are represented by counsel, David Marhoffer. Nonparties Radix Law, PLC and Ben Himmelstein ("Radix/Himmelstein") are represented by counsel, Robert Mann.

A record of the proceedings is made digitally in lieu of a court reporter.

Defendants/Counterclaimants' Exhibit 3 is received in evidence for appeal purposes only.

Evidentiary hearing commences regarding Defendants/Counterclaimants' Application for Order to Show Cause Why Counterdefendants Should Not Be Held In Contempt and Sanctioned; and Defendants/Counterclaimants Edward and Olivia Kirk's Emergency Motion for Case-Terminating Sanctions.

SUPERIOR COURT OF ARIZONA
MARICOPA COUNTY

CV 2017-055732

12/19/2019

Defendants/Counterclaimants' EOM&D Management, LLC, Olivia Kirk and Edward Kirk's case:

11:59 a.m. Court stands at recess.

1:33 p.m. Court reconvenes. Defendants/Counterclaimants EOM&D Management, LLC, Olivia Kirk and Edward Kirk ("EOM&D/Kirk") are represented by counsel, Tyler Swensen and Dennis I. Wilenchik. Counterdefendants Andrew Lee and Lois Lee are represented by counsel, J. Christopher Gooch and Anthony Austin. Intervenors Mary DeSloover, David Mando, Paul Landesman, Janet Kando, and Sundos Hamza ("Intervenors") are represented by counsel, David Marhoffer. Nonparties Radix Law, PLC and Ben Himmelstein ("Radix/Himmelstein") are represented by counsel, Robert Mann. Nonparty Jason Covault is represented by counsel, Taylor Allin.

A record of the proceedings is made digitally in lieu of a court reporter.

Discussion is held regarding exhibits.

Defendants/Counterclaimants' case continues.

Discussion is held regarding exhibit 14. To the extent Defendants/Counterclaimants' exhibit 14 is marked and offered, the court will receive it in evidence over the objection of the Counterdefendants.

Portions of audios are played for the court.

Amy Buchholz is sworn and testifies.

2:00 p.m. Jessica Gale, counsel for Defendant/Counterdefendant Johny Namroud, appears in the courtroom.

Counsel David Marhoffer joins in all arguments of Defendants/Counterclaimants EOM&D/Kirks.

Defendants/Counterclaimants rest.

4:29 p.m. The court stands at recess until December 20, 2019 at 9:15 a.m.

SUPERIOR COURT OF ARIZONA
MARICOPA COUNTY

CV 2017-055732

12/20/2019

HON. PAMELA GATES

CLERK OF THE COURT
S. Ortega
Deputy

M M J APOTHECARY G P, et al.

v.

E O M & D MANAGEMENT L L C, et al.

DENNIS I WILENCHIK

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ANTHONY W AUSTIN
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TYLER Q SWENSEN
TAYLOR H ALLIN

MINUTE ENTRY

East Court Building – Courtroom 912

9:33 a.m. The evidentiary hearing on Defendants/Counterclaimants' Application for Order to Show Cause Why Counterdefendants Should Not Be Held In Contempt and Sanctioned continues from December 19, 2019.

SUPERIOR COURT OF ARIZONA
MARICOPA COUNTY

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12/20/2019

Defendants/Counterclaimants EOM&D Management, LLC, Olivia Kirk and Edward Kirk (“EOM&D/Kirk”) are represented by counsel, Dennis I. Wilenchik. Counterdefendant Andrew Lee appears telephonically and is represented by counsel, Anthony Austin and J. Christopher Gooch, who also represent Lois Lee. Intervenor Mary DeSloover, David Mando, Paul Landesman, Janet Kando, and Sundos Hamza (“Intervenors”) are represented by counsel, David Marhoffer. Nonparties Radix Law, PLC and Ben Himmelstein (“Radix/Himmelstein”) are represented by counsel, Robert Mann. Nonparty Jason Covault is represented by counsel, Taylor Allin.

A record of the proceedings is made digitally in lieu of a court reporter.

Discussion is held regarding exhibits.

Counterdefendants Andrew Lee and Lois Lee’s case:

9:38 a.m. Counsel Tyler Swensen appears in the courtroom.

10:41 a.m. Court stands at recess.

10:57 a.m. Court reconvenes with respective counsel and Counterdefendant Andrew Lee present.

A record of the proceedings is made digitally in lieu of a court reporter.

Counterdefendants’ case continues.

Counterdefendants rest.

Discussion is held regarding the hearing schedule.

11:59 a.m. Court stands at recess.

Defendants/Counterclaimants’ exhibits 4 through 33 and Counterdefendants’ exhibits 34 through 40 are marked for identification.

1:35 p.m. Court reconvenes with respective counsel and Counterdefendant Andrew Lee present.

A record of the proceedings is made digitally in lieu of a court reporter.

SUPERIOR COURT OF ARIZONA
MARICOPA COUNTY

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12/20/2019

Defendants/Counterclaimants' exhibits 4, 5, 6, 7, 8, 9, 10, 11, 15, 16, 17, 18, 19, 21, 22, 24, 25, 26, 27, 28, 29, 30, 31, 32, and 33 are received in evidence.

Defendants/Counterclaimants' exhibit 41 is marked for identification and received in evidence.

Counterdefendants' exhibits 34, 35, 36, 37, 38, 39, and 40 are received in evidence.

Closing arguments.

Based on the matters presented,

IT IS ORDERED taking this matter under advisement.

IT IS FURTHER ORDERED staying the court's previous order of November 5, 2019 regarding the depositions of Ben Himmelstein and Jason Covault.

2:03 p.m. Hearing concludes.

This matter having been taken under advisement, and there being no further need to retain the exhibits not offered in evidence in the custody of the Clerk of Court,

IT IS FURTHER ORDERED that the clerk permanently release all exhibits not offered in evidence to the counsel/party causing them to be marked or their written designee. Counsel/party or written designee shall have the right to refile relevant exhibits as needed in support of any appeal. Refiled exhibits must be accompanied by a Notice of Refiling Exhibits and presented to the Exhibit Department of the Clerk's Office. The Court's exhibit tag must remain intact on all refiled exhibits.

IT IS FURTHER ORDERED that counsel or written designee shall have thirty (30) days from the date of filing this minute entry to take possession of the exhibits from the courtroom clerk's office; thereafter, the clerk is authorized to dispose of the exhibits.

SUPERIOR COURT OF ARIZONA
MARICOPA COUNTY

CV 2017-055732

02/14/2020

HON. PAMELA GATES

CLERK OF THE COURT
S. Ortega
Deputy

M M J APOTHECARY G P, et al.

v.

E O M & D MANAGEMENT L L C, et al.

DENNIS I WILENCHIK

RYAN W ANDERSON
WADE M BURGESSON
JESSE R CALLAHAN
J CHRISTOPHER GOOCH
RICHARD H HEROLD JR.
DAVID MARHOFFER
DIANA NAMROUD
7747 N NORDICA AVE
NILES IL 60714
ANTHONY W AUSTIN
ROBERT N MANN
TYLER Q SWENSEN
TAYLOR H ALLIN
ANDREW S LISHKO
JESSICA GALE
JUDGE GATES

MINUTE ENTRY

Following oral argument and an evidentiary hearing on December 19 and 20, 2019, the court took various motions under-advisement. After consideration of the pleadings, attachments, exhibits, arguments, and testimony, the court:

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- denies the Receiver's Motion to Approve Loan Between Wicken Cure, LLC and SSW Investments I, LLC;
- denies the Motion of EOM&D Management, LLC for Relief from Amended Order Appointing Receiver;
- denies Defendants/Counterclaimants Edward and Olivia Kirk's Motion for Summary Judgment RE: Current Partnership and Membership in MMJ Apothecary, G.P.
- denies Defendants/Counterclaimants' request to hold Andrew Lee in contempt;
- denies Defendants/Counterclaimants' request to impose case-terminating sanctions;
- grants Defendants/Counterclaimants' request for monetary sanctions under Rule 56 of the Arizona Rules of Civil Procedure, A.R.S. § 12-349(A)(3), and the inherent power of the court.

1. Motion of EOM&D Management, LLC for Relief from Amended Order Appointing Receiver

EOM&D Management LLC ("EOM&D")'s request for relief arises from Wicken Cure, LLC's default under a Promissory Note between Wicken Cure, LLC and EOM&D. The Note is secured by a Chattel Security Agreement ("Security Agreement") and a Limited Liability Company Membership Interest Pledge Agreement ("Pledge Agreement"). In the Pledge Agreement, Wicken Cure, LLC and its then and future members, including Andrew Lee, Ramina Ishac, Roula Harris, and Johny Namroud, pledged to EOM&D, as security, the full and complete Membership Interests in Wicken Cure, LLC. The Pledge Agreement provided that default in the payment of the principal or interest under the Promissory Note would result in EOM&D offering at public sale all of the Membership Interests of Wicken Cure, LLC.¹

Since appointment of the Receiver, Wicken Cure, LLC has failed to make timely payments on the \$2,500,000.00 Promissory Note.² In a letter dated November 15, 2018, EOM&D, through its lawyers, attempted to give formal notice of Wicken Cure, LLC's default under the Loan Documents and issued its demand for payment. *See* Motion of EOM&D Management, LLC for Relief from Amended Order Appointing Receiver at Exhibit F. Wicken Cure, LLC did not remit payment. Thereafter, on December 6, 2018, EOM&D filed its Motion for Relief from Amended Order Appointing Receiver requesting the trial court's permission to accelerate the amounts due

¹ The Note, Pledge Agreement, and Security Agreement are collectively referred to as "the Loan Documents."

² Although the monthly installment payments stopped around the time the trial court appointed the Receiver, the payments ceased due to insufficient earnings and cash flow. The EOM&D loan accrues default interest and fees of 10% per annum plus a late fee of \$2,500.00 per month.

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under the Promissory Note and “to foreclose on and enforce EOM&D’s rights and remedies against all present and future members of [Wicken Cure]”. *See* Motion of EOM&D Management, LLC for Relief from Amended Order Appointing Receiver at 1-2. In the Reply and further clarified at oral argument, EOM&D seeks to accelerate the loan due under the \$2,500,000.00 Promissory Note and foreclose on and enforce its rights and remedies against only the original members of Wicken Cure, LLC. *See* Reply in Support of Motion of EOM&D Management, LLC for Relief from Amended Order Appointing Receiver at 3.

The February 13, 2018 court order, captioned “Amended Order Appointing Receiver” prohibits the Parties from directly or indirectly: 1) transferring, receiving, altering, selling, encumbering, pledging, assigning, liquidating, or otherwise disposing of any asset owned, controlled, or in the possession of custody of, or in which an interest is held or claimed by, the Receivership Entities, or the Receiver; and 2) excusing debts owed to the Receivership Entities.³ *See* Order dated 2/13/18 at 9 ¶¶ 3-4. In addition, the February 13, 2018 order prohibits EOM&D and all other persons and entities from taking any action to establish or enforce any claim, right, or interest for, against, on behalf of, in, or in the name of, any of the Receivership Entities, any of their subsidiaries, affiliates, partnerships, assets, documents, or the Receiver or the Receiver’s duly authorized agents acting in their capacities as such, including but not limited to, the following actions: 1) commencing, prosecuting, continuing, entering, or enforcing any suit or proceeding, except that such actions may be filed to toll any applicable statute of limitations provided the Receiver is given notice of the filing and no action is taken to prosecute or otherwise continue the action; 2) accelerate the due date of any obligation or claimed obligation; filing or enforcing any lien; taking or attempting to take possession, custody, or control of any asset; attempting to foreclosure, forfeit, alter, or terminate any interest in any asset, whether such acts are part of a judicial proceeding, are acts of self-help, or otherwise; and 3) executing, issuing, serving, or causing the execution, issuance or serve of, any legal process, including, but not limited to, attachments, garnishments, subpoenas, writs of replevin, writs of execution, or any other form of process whether specified in this Order or not. *Id.* at 10 ¶¶ 1-3. Based on the language of the Amended Order Appointing Receiver, EOM&D is prohibited from, *inter alia*, accelerating the due date of the amount due under the Promissory Note.

³ The term “Receivership Entities” is defined in the Amended Order Appointing Receiver as MMJ Apothecary, G.P., d/b/a Hassayampa Alternative Health (“MMJ”), and Wicken Cure, LLC, Wicken Cure Staffing, LLC, and Wicken Cure Growth, LLC (“Wicken Cure”) and any affiliates or subsidiaries controlled by MMJ or Wicken Cure. “The Receivership Assets” is defined as the Receivership Entities together with all of the property owned by, controlled by, or in the name of any of the Receivership Entities, including all monies, securities, inventory and properties, real or personal, tangible and intangible, of whatever kind and description and wherever situated.

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At the inception of this case, on October 23, 2017, the court entered a Temporary Restraining Order (“TRO”) (i) preventing EOM&D from locking out or evicting Wicken Cure, LLC from the cultivation property and (ii) permitting Wicken Cure, LLC to operate as the manager of the dispensary and cultivation/grow facility, pending further order of the court. EOM&D opposed the request for Temporary Restraining and Preliminary Injunction and requested, as an alternative that the trial court appoint a receiver. *See* Application for a Receiver dated December 15, 2017; *see also* A.R.S. § 12-1241 (allowing the court to “appoint a receiver to protect and preserve property or the rights of parties therein, even if the action includes no other claim for relief.”); Ariz. R. Civ. P. 66; *Mashni v. Foster ex rel. Cty. of Maricopa*, 234 Ariz. 522, 526 ¶ 15 (App. 2014); *Gravel Resources of Ariz. v. Hills*, 217 Ariz. 33, 37 ¶ 10 (App. 2007)(“[A] petitioner need not show irreparable harm or lack of an adequate legal remedy to obtain the appointment of a receiver.”). EOM&D requested that the trial court grant the Receiver broad authority, including to (i) take control of MMJ and its dispensary and cultivation facilities, (ii) enter into leases with EOM&D as to the continued operation of the businesses, (iii) enter into management contracts for the dispensary and the cultivation facility with a qualified third-party management entity, and (iv) preserve and operate the businesses under the supervision of the trial court and pending further order of the court. On December 20, 2017, the trial court vacated the temporary restraining order and entered a Temporary Order Appointing Receiver.

On February 9, 2018, the trial court entered the Amended Order Appointing Receiver, making the temporary receivership permanent for the duration of the litigation and expanding the receivership to include the Wicken Cure entities and further restricting the Parties’ rights.

MMJ and Wicken Cure, LLC filed an untimely appeal of the December 20, 2017 order appointing a receiver under A.R.S. § 12-2101(A)(5)(b). *See* Court of Appeals Order filed March 19, 2018. EOM&D did not attempt to appeal or seek special action review of the February 3, 2018 order.

Wicken Cure, LLC is controlled by the Receiver, and the Receiver is not making payments on the \$2,500,000.00 Promissory Note. EOM&D requests that the trial court lift the Receivership Order or reconsider the restrictions set forth in the February 3, 2018 order to enable EOM&D to foreclose on the Promissory Note and its security interests, which will allow EOM&D to gain control over Wicken Cure, LLC, a Receivership Entity.

At this time, the trial court finds no good cause to lift or modify the Receivership Order or reconsider the restrictions set forth in the February 3, 2018 order, which would enable EOM&D to accelerate the debt and foreclose on the Promissory Notes and its security interests, thereby permitting EOM&D to gain control over a Receivership Entity.

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IT IS ORDERED denying the Motion of EOM&D for Relief from Amended Order Appointing Receiver.

2. Receiver's Motion to Approve Loan Between Wicken Cure, LLC and SSW Investments I, LLC

Next, the trial court turns to the Receiver's Motion to Approve Loan Between Wicken Cure, LLC and SSW Investments I, LLC ("SSW"). The Receiver seeks approval to enter into a loan agreement with SSW to refinance all of the existing debts of MMJ and Wicken Cure, LLC. The Receiver asserts that the loan is financially advantageous for MMJ and Wicken Cure, LLC. The Receiver's appointment order obligates him to "[c]onserve, hold, and manage all assets of the Receivership Entities, and to perform all acts necessary or advisable to preserve the value of those assets in order to prevent any irreparable loss, damage, or injury to consumers or creditors of the Receivership Entities". See Amended Order Appointing Receiver ¶5. Moreover, the Receiver is obligated to "[m]anage and administer the business of the Receivership Entities" and to "conduct the business of the Receivership Entities in such a manner, to such extent, and for such duration as the Receiver may in good faith deem to be necessary or appropriate to operate the business profitably and lawfully, if at all; provided, however, that the continuation and conduct of the business shall be conditioned upon the Receiver's good faith determination that the business can be lawfully operated at a profit using the assets of the receivership estate." *Id.* ¶¶8 & 13.

Here, the Receiver requested court approval to obtain a loan on specific terms as set forth in the loan agreement dated August 29, 2019 and attached as to the Receiver's Motion to Approve Loan (hereinafter referred to as "the Loan Agreement"). The interested parties were notified of the Receiver's request and given an opportunity to object. EOM&D, Edward and Oliva Kirk, John Namroud, and the Intervenor objected. Andrew and Lois Lee and Intervenor HG AZ Investments, LLC joined in the Receiver's request to approve the terms of the Loan Agreement.

As a preliminary matter, EOM&D requested that the trial court find that the Receiver acted outside the scope of the Receivership Order in seeking trial court approval of the loan. He did not. The Receiver retains the ability to turn to the trial court, in the court's supervisory position, to approve certain decisions, clarify the scope of the Receiver's orders, or modify the Receiver's authority to meet the changing circumstance. See *Mashni*, 234 Ariz. at 528 ¶20. The Receiver sought the trial court's permission and approval of the Loan Agreement, and the trial court finds that the Receiver's conduct was appropriate, within the scope of the Receivership Order, and prudent.

Turning to the specific terms of the loan, the Receiver requested permission to enter into the Loan Agreement to obtain a loan of \$2,800,000.00 from SSW Investments I, LLC at 5%

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interest per annum. The Receiver acknowledged the necessity of the loan given the economic distress of the Receivership Entities and the liabilities of Wicken Cure, LLC that accrue interest at approximately \$15,617.47 per month. The Loan Agreement sets forth the five-year term of the loan and establishes that absent default, Wicken Cure, LLC would not be obligated to make any payments to SSW Investments I, LLC to service the loan during the administration of the Receivership proceedings.

The terms of the loan require Wicken Cure, LLC to pay the following debts:

1. EOM&D Management, LLC – Balance of \$2,500,000.00 Promissory Note (10%) calculated to be \$2,012,654.66, which included an interest calculation through October 15, 2019.
2. Weldus, LLC (Jay Patel) – Balance of Promissory Note at 7% interest calculated to be \$174,386.12, which included an interest calculation through October 15, 2019.
3. Fern Badzin – Notes assigned by Asner, Inc. (12%) \$100,000.00.
4. Simon Consulting, LLC – Approved receivership fees (Oct. 2018-Apr. 2019) of \$45,636.29.
5. Simon Consulting, LLC – Receivership fees (May-Jul 2019) \$31,995.65.
6. Guttilla Murphy Anderson, PC – Approved receivership fees (Oct 2018-Apr 2019) \$42,640.03.
7. Guttilla Murphy Anderson, PC – Receivership fees (May-Jul 2019) \$14,361.75.
8. Reserve for future receivership fees (Aug 2019 forward) \$50,000.00.
9. E&O Kirk Properties, LLC – Dispensary rent (Apr 2018-Jun 2019) \$95,798.00⁴.
10. EOM&D Management, LLC – Cultivation rent (Apr 2018-Apr 2019) calculated to be \$103,628.65.
11. Cohen Investment Group, Inc. – Service agreement \$71,250.00.
12. Jefferey S. Tice, CPA, PC – Professional advisory services \$29,746.00.
13. General Wickenburg & Associates, LLC - Unpaid lease & building repairs \$27,426.17.

Id.

Under the terms of the February 9, 2018 Amended Order Appointing Receiver, which is not even mentioned in the Loan Agreement, the Receiver must apply for and obtain prior trial court approval to make any payment of any debt or obligation incurred by the Receivership Entities prior to the date of entry of the February 9, 2018 Amended Order. Under the Loan Agreement, if the

⁴ In their Response and Objection to Receiver's Motion to Approve Loan, EOM&D stated that it is willing to wait for payment of all back rent until the end of the case. See Defendant/Counterclaimants' Response and Objections to Receiver's Motion to Approve Loan Between Wicken Cure, LLC and SSW Investments I, LLC at 8.

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Receiver applies for approval to pay a debt or obligation incurred by the Receivership Entities before February 9, 2018 and the court does not grant the Receiver permission to pay the debt for any reason, including a determination that the debt is not owed by the Receivership Entity, the trial court's decision will not result in a default under the Loan Agreement.⁵ *Id.*

The Loan Agreement provides that any remaining funds of the \$2,800,000.00 loan may be used by the Receiver for any purpose the trial court approves.⁶ *Id.*

Under the terms of the Loan Agreement, monthly payments become due when the Receivership concludes or when the Receiver determines Wicken Cure, LLC is able to make monthly payments on the Note. *Id.*

The Loan Agreement requires the Receiver to represent and warrant that Wicken Cure, LLC is the sole and exclusive management company providing management services to MMJ and that the current composition of the MMJ board of directors includes solely Edward Kirk, Olivia Kirk, Andrew Lee, and Johnny Namroud. *Id.* The Loan Agreement further requires that Wicken Cure, LLC remain the sole and exclusive management company to MMJ until the Note is paid in full. *Id.*

The Loan Agreement also states that "pursuant to execution of the Note, certain members of [SSW Investments I, LLC] have entered into the Membership Interest Purchase and Sale Agreement with [SSW Investments I, LLC], granting [SSW Investments I, LLC] the right to purchase their membership interest in [Wicken Cure, LLC], dated of even date herewith. Importantly, the Loan Agreements identifies default, *inter alia*, as a determination that any representation, warranty, covenant or statement of Wicken Cure, LLC or the Receiver in any of the documents executed simultaneously the Loan Agreements shall prove to be false or misleading in any material respect when made or referenced. The documents executed simultaneously with the Loan Agreement include the Promissory Note between Wicken Cure, LLC, LLC and SSW

⁵ However, as discussed below, if the Receiver is unable to receive court approval to use the Loan Amount for the purposes set forth in the Loan Agreement, the failure is a default under the terms of the SSW Promissory Note.

⁶ As noted below, in the Membership Interest Purchase and Sale Agreement, the Members of Wicken Cure, LLC covenant that after paying the full amount due on the EOM&D Note and the MMJ debts, the Members will use any remaining funds from the \$2,800,000.00 loan to facilitate the relocation of MMJ's dispensary to a location of the choosing of Sheraz and Sarah Warraich. *See* Membership Interest Purchase and Sale Agreement attached to Defendant/Counterclaimants' Response and Objections to Receiver's Motion to Approve Loan Between Wicken Cure, LLC and SSW Investments I, LLC.

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Investments I, LLC (hereinafter referred to as the “SSW Promissory Note”) and the Membership Interest Purchase and Sale Agreement (“MIPSA”).

The MIPSA includes the following Recital:

Andrew Lee, Ramina Ishac, HG Arizona Investments, LLC, a Michigan limited liability company, Harold Zukerman, James Youroukos, William Lipman, Geoffrey Harris, Milena Markova, Kryptonite-1, LLC, an Illinois limited liability company, Ileen Morris, Kris Girdaukas, Michael Hirschtick, Sandra Kite, Elizabeth Bako, Robert Zelikow, as trustee of the Marla Zelikow Trust dated August 28, 2014, and Howard Edison, as trustee of the Howard Edison Revocable Trust (each a “Member” and collectively as the “Members”) collectively own 59% of the membership interest in Wicken Cure.

The MIPSA also includes the following Representations and Warranties:

- 1) The Members have the full power and authority to execute and deliver this Agreement and to consummate the transactions and covenants contemplated hereby;
- 2) This Agreement has been duly and validly authorized, executed and delivered by all necessary action of the Members;
- 3) This Agreement is a legal, valid and binding agreement and obligation of the Members;
- 4) The Members are the owners of the Membership Interests of the Company;
- 5) The Company is the sole and exclusive management company of MMJ, pursuant to the terms of the Management Agreement; and
- 6) The composition of the MMJ board of directors, as of the date of this Agreement, includes solely the Kirks, Andrew Lee and Johny Namroud.

Moreover, the MIPSA includes the conditions of closing:

- 1) The court overseeing the Litigation shall have approved the Loan Agreement between SSW Investments I, LLC and Wicken Cure, LLC;
- 2) The Kirks and Johny Namroud have been removed from the board of directors of MMJ;
- 3) Sheraz and Sarah Warraich have been appointed to the board of directors of MMJ and named as principal officers of MMJ;
- 4) Andrew Lee has been removed from the board of directors of MMJ;
- 5) The court-appointed Receiver over Wicken Cure has approved the relocation of the MMJ dispensary to a location of the Warraichs’ choosing.

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Of note, default under the Loan Agreement is defined to include entry of judgment for the payment of money against Wicken Cure, LLC, and the judgment remains unsatisfied for any period of 30 consecutive calendar days without a stay of execution.

Under the terms of the Promissory Note, the occurrence of any of the following constitutes a default: 1) Wicken Cure, LLC fails to pay principal or interest when due; 2) an event of default under the Loan Agreement or the MIPSAs; 3) Wicken Cure, LLC admits in writing that it is unable to pay its debts as they become due, make a general assignment for the benefit of creditors, or file a petition or answer seeking to take advantage of any bankruptcy or insolvency laws; 4) an involuntary petition or complaint is filed against Wicken Cure, LLC seeking bankruptcy of Wicken Cure, LLC and the petition or complaint is not dismissed within 30 days; 5) Wicken Cure, LLC is in default under any of its other debt obligations; or 6) the Receiver is unable to receive court approval to use the Loan Amount for the purposes set forth in the Loan Agreement. In the event of a default under the terms of the SSW Promissory Note, SSW Investments I, LLC may, in its sole discretion and in addition to exercising any rights or remedies available under the Loan Agreement, MIPSAs or otherwise available at law or in equity, declare the principal balance of the \$2,800,000.00 SSW Promissory Note, and all interest then accrued to be immediately due and payable. In the event of default, the unpaid principal and accrued but unpaid interest bears interest at 9% compounded monthly, retroactive to the date of default.

The Receiver requests permission to enter into this Loan Agreement and SSW Promissory Note to satisfy the outstanding debt of the Receivership Entities and eliminate monthly interest obligations. In the Receiver's Reply, the Receiver asserts that the "crux of the parties' objections or support is that this transaction may somehow affect their ongoing litigation dispute between and amongst each other." See Reply to Defendants/Counterclaimants' Response and Objections to Receiver's Motion to Approve Loan Between Wicken Cure, LLC and SSW Investments I, LLC and Joinder Filed by Intervenor at 4. The Receiver asserts that such analysis is outside the scope of relief requested by the Receiver and urges the trial court not to consider these issues in the evaluation of the proposed loan terms. *Id.* Although the trial court does not focus on the parties' stratagems and posturing, the trial court does carefully analyze the loan documents, including the triggers for default and the representations and warranties. After careful consideration, the trial court cannot and does not find that the Loan Agreement adequately or appropriately protects the Receivership Entities. See *Mashni*, 234 Ariz. at 526 ¶14; see also Ariz. R. Civ. P. 66; A.R.S. § 12-1241. Therefore, the trial court denies the Receiver's Motion to Approve Loan Between Wicken Cure, LLC and SSW Investments I, LLC. This order does not suggest that the trial court will deny future motions by the Receiver to restructure or refinance the liabilities of the Receivership Entities; rather, this order confirms that it will not approve this request.⁷

⁷ No party has disputed the economic crisis of the Receivership Entities. Unfortunately, this order does not solve the financial distress of the Receivership Entities. As noted herein, the trial court
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IT IS ORDERED denying the Receiver's Motion to Approve Loan Between Wicken Cure, LLC and SSW Investments I, LLC.

3. Defendants/Counterclaimants Edward and Olivia Kirk's Motion for Summary Judgment RE: Current Partnership and Membership in MMJ Apothecary, G.P.

The court also considered Defendants/Counterclaimants Edward and Olivia Kirk's Motion for Summary Judgment RE: Current Partnership and Membership in MMJ Apothecary, G.P., Defendants/Counterclaimants Edward and Olivia Kirk's Statement of Facts in Support of Their Motion for Summary Judgment Re: Current Partnership and Membership in MMJ Apothecary, G.P., Andrew and Lois Lee's Response to the Kirks' Motion for Summary Judgment Re: Current Partnership and Membership in MMJ Apothecary, G.P., Lees' Response and Objections to the Kirks' Statement of Facts in Support of Their Motion for Summary Judgment Re: Current Partnership and Membership in MMR Apothecary, G.P. and Supplemental and Controverting Statement of Facts, and Defendant/Counterclaimants Edward and Olivia Kirks' Reply in Support of Motion for Summary Judgment RE: Current Partnership/Membership in MMJ Apothecary, G.P.

The court finds that the briefing submitted on these issues is sufficient and that oral argument would not add to the trial court's consideration of the issues presented. *See* Ariz. R. Civ. P. Rule 7.1(d).

The trial court previously considered the Kirks' Motion for Partial Summary Judgment that claimed that the Kirks "are each a lawful member of the Board of Directions of MMJ, and that they cannot be removed as a matter of law." *See* June 3, 2019 Under-advisement Ruling. The court denied the Partial Motion for Summary Judgment, but found that "on or about August 16, 2016, Dr. and Mrs. Kirk were members of the board of directors of MMJ." *Id.* The trial court ordered that Andrew and Lois Lee could not "now take positions contrary to this finding." *Id.*

By way of limitation, the trial court expressly found:

finds that the proposed Loan Agreement fails adequately or appropriately to protect the Receivership Entities. However, of note, the parties opposing the loan failed to propose a solution to resolve the current economic issues of the Receivership Entities. Foreclosure as proposed by EOM&D does not eliminate or sufficiently address the liabilities of the Receivership Entities. The Receiver acknowledged that he would have considered a proposed agreement whereby a party would loan the Receivership Entities the funds necessary to refinance the remaining debts at a more favorable terms; however, no offer was submitted.

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There is an extremely significant limitation on this finding. Nowhere within this ruling is it suggested that the participation of Dr. and Mrs. Kirk on the Board of MMJ was unconditional. It remains a genuine issue of fact as to whether their continued participation is only until they have been paid in full for their interest in MMJ, which to this day has not yet occurred. Nowhere within this ruling is there a determination of whether and to what extent there was an oral agreement entered into on or about the time of April/May, 2015 agreement between Wicken and MMJ. It remains a genuine issue of fact as to whether and what extent there was a binding verbal agreement that supplanted or supplemented any written agreements. Nowhere within this ruling is there a determination of the percentage of ownership that Dr. and Mrs. Kirk presently retain in MMJ, pending the payment of the remaining amounts due under the purchase agreement.

Id.

After considering the pleadings, the trial court finds that a portion of the Kirk's Motion for Summary Judgment is moot given the court's prior June 3, 2019 order. The remaining request for relief is denied.

The Kirks have failed to establish the necessary prerequisites to the ruling they request. Moreover, the request is more properly titled a motion for reconsideration of the trial court's June 3, 2019 order. To the extent that the Kirks' Motion for Summary Judgment is considered by the court as a motion for reconsideration, for the same reasons, it is denied.

IT IS THEREFORE ORDERED denying the Defendants/Counterclaimants Edward and Olivia Kirk's Motion for Summary Judgment RE: Current Partnership and Membership in MMJ Apothecary, G.P., except to the extent that the trial court is affirming the prior ruling that Edward and Olivia Kirk were members of the Board of MMJ on or about August 16, 2016. The remaining request for relief is denied.

4. Defendants/Counterclaimants' Application for Order to Show Cause Why Counterdefendants Should Not Be Held in Contempt and Sanctioned and Defendants/Counterclaimants Edward and Olivia Kirk's Emergency Motion for Case-Terminating Sanctions

To provide context, a timeline of events is necessary:

July 3, 2015: An email is sent from Deb Lee on Andrew Lee's email account to Edward Kirk regarding the application to renew the dispensary registration

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certificate stating, “[t]he only member yet to sign are Roula and you.” *See* Exhibit 3.

- July 28, 2016: Edward Kirk receives an email from the Arizona Department of Health Services stating that the MMJ’s application to renew the dispensary registration certificate has been found incomplete because Ramina Ishac lacks a valid dispensary agent card. Edward Kirk sends an email to numerous recipients including Andrew Lee, saying that we either need Ramina to resign from the board of MMJ or new fingerprints need to be submitted to get an agent card. Dr. Kirk suggests that Ramina Ishac resign. Dr. Kirk states that this action will remove Ramina Ishac and “Jimmy can be added later.” Dr. Kirk states that he also needs “Andy and Johny’s signatures on the application.” *See* Exhibit 8.
- July 29, 2016: Deb Lee responds to Dr. Kirk’s July 28, 2019 email, stating that “Ramina is coming into Andy’s office in Chicago today to sign her resignation letter.” The email requests that Dr. Kirk forward the application for Mr. Lee’s signature. Dr. Kirk responds with a reminder that the resignation must be notarized. *See* Exhibit 8.
- August 2, 2016: Deb Lee sent an email from Andy Lee’s email address attaching Ramina Ishac’s resignation, acknowledged by Mr. Lee and notarized by a state notary. *See* Exhibit 11. The attachment is backdated to May 1, 2016. *Id.*
- Early August 2016: Andrew Lee informs Amy Buchholz that MMJ’s corporate records must reflect that Ramina Ishac resigned prior to the expiration of her dispensary agent card. Mr. Lee also tells Ms. Buchholz that MMJ needs to submit a notarized document to reflect the active dispensary agent badge numbers for all existing board members, omitting Ramina Ishac. **Mr. Lee directed Ms. Buchholz to find a notary to expedite the process. Ms. Buchholz informed Mr. Lee that she found a notary who would verify the signatures if everyone provided a copy of their driver’s license and signature on any document that needed to be notarized. See credible testimony of Amy Buchholz at December 19, 2019 evidentiary hearing; see also Exhibit 16.**
- August 16, 2016: **Andrew Lee sent Amy Buchholz two emails, including a copy of his driver’s license and his signature on two pages, leaving the signature blocks blank for the other alleged board members. The first page Mr. Lee signed was dated August 16, 2016 and acknowledged Ramina Ishac had resigned from the board of MMJ. The second signed document was an Amendment**

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to the Bylaws of MMJ with no date. The date of May 1, 2016 was later inserted on the Amendment to the Bylaws of MMJ to match the back-dated resignation notification of Ramina Ishac. Ms. Buchholz obtained signatures from Johny Namroud, Edward Kirk, and Olivia Kirk on the two documents. The documents were notarized. The Arizona notary improperly and incorrectly verified that the parties executed the Amendment to the Bylaws of MMJ on May 1, 2016. The documents were submitted to Arizona Department of Health Services. See credible testimony of Amy Buchholz at December 19, 2019 evidentiary hearing; see also Exhibit 16.

- September 2, 2016: Andrew Lee sends a letter to Dr. Edward Kirk stating that the parties apparently have a “misunderstanding.” Mr. Lee states, “[y]ou recently attempted to put yourself and Michael and Olivia in the place of current partners and Members and the Board of Directors of MMJ Apothecary.” Mr. Lee states this is in direct contradiction of the By-Laws of MMJ. See Exhibit 19. Mr. Lee requests that Dr. Kirk, Oliva Kirk, Dave Echeverria, and Michael Lewis “again” resign as Partners, Board of Directors and Principal Officers of MMJ. *Id.*
- September 4, 2016: Dr. Edward Kirk responds by email, saying “I am sorry for your confusion regarding the board members. Olivia and I were to never resign from the board. We had the agreement from the beginning. Do you remember when we had our last inspection and I told you that Olivia was there a board member dealing with the state agents?” See Exhibit 19.
- October 30, 2017: An email from Andrew Lee’s account at 3:06 p.m. to Ben Himmelstein states, “On 8/16/16, our consultant Kirk stated these needed to be signed immediately and sent in or we couldn’t have the license renewed. It was the day we sent all our renewal info. You can see the subject section of email is stated: URGENT!” Eight minutes later, Mr. Himmelstein responds, “That’s not good”. See Exhibit 24.
- November 9, 2017: Mr. Himmelstein sends an email to Jason Covault and Mr. Lee with the “May 1, 2016” Amendment to the Bylaws of MMJ, saying “This is what they will hang their hat on.” See Exhibit 25.
- November 13, 2017: Andrew Lee testifies at his deposition and is shown a document titled “Amendment to the Bylaws of MMJ Apothecary,” which appears to be dated May 1, 2016. Mr. Lee notes the date on the document and testifies “I was in Chicago. My arms are not that long. I could not have signed that

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signature.” *See* Exhibit 26. Thereafter, Mr. Lee was asked, “[D]id you in fact give your lawyer copies of documents, copies or originals of documents that were in your possession to produce in this litigation?” Mr. Lee responded, “We have given him some documents, yes.” He was then asked, “Do you know whether this document was among them.” Mr. Lee responded, “No idea.”

March 29, 2019:

A Motion to Strike Exhibit to Motion for Summary Judgment was filed by counsel for Andrew Lee. The Motion states that Exhibit K to Defendants/Counterclaimants’ Motion for Partial Summary Judgment was “a forgery.” The Motion to Strike attaches a declaration from Andrew Lee, stating under penalty of perjury that Andrew Lee never signed the Amendment to the Bylaws of MMJ Apothecary and that the signature on the document is not his signature. In addition to this denial, Mr. Lee submitted credit card statements demonstrating that he was in Illinois on May 1, 2016, thus asserting that he could not have signed the document. He further states that his signature “was fraudulently affixed” to the Amendment to the Bylaws of MMJ. *See also* Exhibit 12 to Lee’s Response to Defendants/Counterclaimants’ Amended Separate Statement of Facts in Support of Motion for Partial Summary Judgment re: Dr. and Mrs. Kirk’s Status as Partners in and Directors of MMJ Apothecary, GP and Lees’ Controverting Statement of Facts.

The credible evidence and testimony clearly established that Ramina Ishac’s Withdrawal of Partner was executed in July 2016 and back-dated to May 1, 2016. Moreover, the credible evidence and testimony demonstrated that Andrew Lee signed two documents that were transmitted by email to Amy Buchholtz on or about August 16, 2016. One document was dated August 16, 2016 and acknowledged Ramina Ishac had resigned from the board of MMJ. The second document signed by Andrew Lee was an Amendment to the Bylaws of MMJ with no date. The document had signature blocks for Edward Kirk, Olivia Kirk, Andrew Lee, and Johny Namroud. The document identified Edward Kirk, Olivia Kirk, Andrew Lee, and John Namroud as partners of MMJ Apothecary.

The credible evidence and testimony established that after Andrew Lee signed the documents and transmitted them to Amy Buchholtz, Mr. Lee requested that Ms. Buchholtz find a notary to expedite the matter and verify the signatures without the physical presence of, at a minimum, Andrew Lee. The date of May 1, 2016 was later inserted on the Amendment to the Bylaws of MMJ to match the back-dated resignation notification of Ramina Ishac.

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The credible testimony further established that Andrew Lee understood that Ms. Ishac's resignation and the Amendment to the Bylaws of MMJ needed to be back-dated to May 10, 2016 to obtain approval from the Arizona Department of Health Services. In fact, Mr. Lee was personally involved in back-dating Ms. Ishac's Withdrawal of Partner to May 1, 2016.

After Ms. Buchholz obtained signatures from Johnny Namroud, Edward Kirk, and Olivia Kirk on August 16, 2016, the Amendment to the Bylaws of MMJ and the acknowledgement of Ms. Ishac's resignation were notarized. The Arizona notary improperly and incorrectly verified that the parties executed the Amendment to the Bylaws of MMJ on May 1, 2016. The documents were submitted to the Arizona Department of Health Services. Although no one provided Mr. Lee a copy of the fully executed documents, the credible evidence and testimony established that Mr. Lee was fully aware of the process and steps taken to renew MMJ's dispensary registration certificate. Mr. Lee was aware he signed the Amendment to the Bylaws of MMJ and the acknowledgement of Ms. Ishac's resignation in anticipation of the submission of the documents to Arizona Department of Health Services.

Shortly before his deposition, Andrew Lee sent an email to Ben Himmelstein saying, "On 8/16/16, our consultant Kirk stated these needed to be signed immediately and sent in or we couldn't have the license renewed. It was the day we sent all our renewal info. You can see the subject section of email is stated: URGENT!" Eight minutes later, Mr. Himmelstein responded, "That's not good". See Exhibit 24. Four days before Mr. Lee's deposition, Mr. Himmelstein sent an email to Jason Covault and Mr. Lee with the "May 1, 2016" Amendment to the Bylaws of MMJ, saying "This is what they will hang their hat on." See Exhibit 25. During the Mr. Lee's deposition on November 13, 2017, Mr. Lee was shown the "May 1, 2016" Amendment to the Bylaws of MMJ and testified that the signature could not be his because he was Chicago on May 1, 2016. Further, when asked whether he provided a copy of this signed document to his lawyer, Mr. Lee responded that he had "[n]o idea." See Exhibit 26.

Further perpetuating the, at best, misleading and, at worst intentionally false, testimony, Mr. Lee submitted a declaration attached to a Motion to Strike and Response to Motion for Partial Summary Judgment, which was signed under penalty of perjury. In Mr. Lee's declaration, he stated that he never signed the Amendment to the Bylaws of MMJ Apothecary and that the signature on the document is not his signature. This statement is untrue.

As part of the Motion to Strike, Mr. Lee also submitted credit card statements demonstrating that he was in Illinois on May 1, 2016, thus asserting that he could not have signed the Amendment to the Bylaws of MMJ Apothecary. At best, Mr. Lee's efforts were an attempt to mislead opposing counsel and the court. At worst, the statements were intentionally false statements to gain an improper and unfair advantage in the litigation.

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Moreover, Mr. Lee avowed that his signature “was fraudulently affixed” to the Amendment to the Bylaws of MMJ. This statement is also untrue.

Mr. Lee responds to the allegations with a general “no harm no foul” retort. The trial court acknowledges that prior to Mr. Lee’s deposition, the parties possessed the undated Amendment to the Bylaws of MMJ bearing Mr. Lee’s signature and the Amendment to the Bylaws of MMJ purportedly dated May 1, 2016 that included the signatures of Mr. Lee, the Kirks, and Mr. Namroud. However, Mr. Lee withheld the August 16, 2016 emails transmitting the documents he signed and attaching his driver’s license to facilitate the documents being back-dated, notarized, and submitted. And much more importantly, Mr. Lee misled his opponents, opposing counsel, and the trial court by stating that he did not and could not have signed the “May 10, 2016” Amendment to the Bylaws of MMJ Apothecary. The credible evidence and testimony established that Mr. Lee knew the plan to back-date the Amendment to the Bylaws of MMJ Apothecary, provided his driver’s license to have the Amendment to the Bylaws of MMJ Apothecary notarized in Arizona without his physical presence, and then claimed “forgery” when confronted with the document he was advised was “not good” and that his opponents would “hang their hat on.”

Sanctions are warranted under Rule 56, A.R.S. § 12-349(A)(3), and the inherent power of the court to sanction bad faith conduct. See *Hmielewski v. Maricopa Cty.* 192 Ariz. 1, 4, ¶ 14 (App. 1997).

Rule 56(h) of the Arizona Rules of Civil Procedure states: “If a Rule 56 affidavit is submitted in bad faith or solely for delay, the court after notice and a reasonable time to respond – may order the submitting party to pay the other party the reasonable expense, including attorney’s fees, incurred as a result or may impose other appropriate sanctions.” See also Ariz. R. Civ. P. 80(c)(establishing that an unsworn declaration has the same force and effect as an affidavit). A.R.S. § 12-349 states that the court shall assess reasonable attorneys’ fees, expenses and, at the court’s discretion, double damages that do not exceed \$5,000.00 against a party if the party unreasonably expands or delays the proceeding. See A.R.S. § 12-349(A)(3); see also A.R.S. § 12-350.

Without question, Andrew Lee submitted a misleading and false unsworn declaration, and Mr. Lee provided misleading answers during his deposition. In awarding attorneys’ fees, the court finds that Mr. Lee knew the statements he provided were untrue or at least misleading. Moreover, after making the false or misleading statements, in this high-stakes lawsuit, Mr. Lee did not attempt to revise the statements or provide clarification. Rather, he perpetuated his deception by failing to disclose the August 2016 transmittal emails, attaching his signature on the documents. The court finds that Mr. Lee unreasonably expanded the proceeding. Perhaps Mr. Lee did not want to acknowledge that he was involved in back-dating Ms. Ishac’s resignation. Perhaps Mr. Lee did not want to acknowledge that he was aware that the Kirks, Mr. Namroud, and he were planning to

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back-date an Amendment to the Bylaws of MMJ to correspond with Ms. Ishac's withdrawal. Perhaps Mr. Lee did not want to acknowledge that an Arizona notary verified his signature on multiple documents while he was in Illinois.⁸ Regardless of the reason, Mr. Lee **furthered his deception** when he declared the submissions to the Arizona Department of Health Services were forged.

IT IS FURTHER ORDERED denying Defendants/Counterclaimants' request to hold Andrew Lee in contempt.

IT IS FURTHER ORDERED denying Defendants/Counterclaimants' request for case-dispositive sanctions.

IT IS FURTHER ORDERED granting Defendants/Counterclaimants' request for lesser sanctions under Rule 56(h) of the Arizona Rules of Civil Procedure and A.R.S. § 12-349(A)(3).

IT IS FURTHER ORDERED that any party other than Andrew and Lois Lee incurring attorneys' fees and costs arising from the following pleadings, hearings, and/or depositions may submit an application for attorneys' fees and costs on or before **March 20, 2020**. Andrew Lee may file an objection or opposition to the award of attorneys' fees and costs on or before **April 15, 2020**. Any reply may be filed on or before **April 24, 2020**. The pleadings, hearings, and depositions are:

- Preparation for and attendance at Andrew Lee's deposition on November 13, 2017;
- Defendants/Counterclaimants' Reply in Support of Their Motion for Partial Judgment on the Pleadings Against Plaintiff/Counterdefendant Andrew Lee and Jane Doe Lee filed April 13, 2018;
- Motion for Partial Summary Judgment filed May 18, 2018 and Separate Statement of Facts in Support of Motion for Partial Summary Judgment filed May 18, 2019;
- Reply to Motion for Partial Summary Judgment and Supplemental Statement of Facts filed September 24, 2018;
- Preparation for and attendance at October 12, 2018 hearing;
- Defendants/Counterclaimants' Motion for Partial Summary Judgment Re: Counts I and III of Plaintiff/Counterdefendants' Verified Complaint and Count IV of Counterclaimants' Verified First Amended Counterclaim and Separate Statement of Facts filed December 6, 2018 and Reply filed January 9, 2019;
- Preparation for and attendance at January 23, 2019 hearing;

⁸ The Kirks and Mr. Namroud should be careful of the size of stones they throw. The evidence and testimony demonstrated that at least three of the four parties were fully aware of their conduct in submitting inaccurate information to the Arizona Department of Health Services.

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- Defendants/Counterclaimants' Motion and Amended Motion for Partial Summary Judgment Re: Dr. and Mrs. Kirk's status as Partners in and Directors of MMJ Apothecary, GP and Separate Statement of Facts filed February 19, 2019 and February 22, 2019, and Reply filed April 29, 2019;
- Preparation for attendance at May 29, 2019 hearing; and
- Defendants/Counterclaimants' Emergency Motion for Case-Terminating Sanctions filed May 6, 2019 and Application for Order to Show Cause filed May 7, 2019, and all fees incurred in connection with the Motion and Application, including discovery and preparation for and participation in the December 2019 hearing.

The court carefully considered the request to include language under Rule 54(b) of the Arizona Rules of Civil Procedure in this order. The court declines the request.

The court acknowledges that other motions remain pending, but finds that it is well-past the time to move this case toward resolution. Therefore,

IT IS FURTHER ORDERED that the parties file a Joint Report and Proposed Scheduling Order no later than **March 23, 2020**.

Finally, the trial court acknowledges the challenging situation of the parties and the economic distress of the Receivership Entities and understands that the orders set forth herein resolve many pending motions, but do not assist the parties ensure the future stability and viability of the Receivership Entities. Also recognizing the quagmire created by the events of August 2016, the trial court offers to assist the parties to identify a judicial officer to conduct a settlement conference in this case. Importantly, at this stage of the litigation, the trial court is not ordering a settlement conference; rather, the assigned judicial officer is merely offering to assist the parties identify an experienced judicial officer to help the parties evaluate whether pretrial resolution is an option. If all parties agree to judge-facilitated settlement conference, the parties may jointly contact this division's judicial assistant by email and state their agreement. Thereafter, the trial court will solicit possible judicial officers to assist the parties and communicate the names back to the parties.

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MARICOPA COUNTY

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03/26/2020

HON. PAMELA GATES

CLERK OF THE COURT
S. Ortega
Deputy

M M J APOTHECARY G P, et al.

v.

E O M & D MANAGEMENT L L C, et al.

DENNIS I WILENCHIK

RYAN W ANDERSON
WADE M BURGESSON
JESSE R CALLAHAN
J CHRISTOPHER GOOCH
RICHARD H HEROLD JR.
DAVID MARHOFFER
DIANA NAMROUD
7747 N NORDICA AVE
NILES IL 60714
MATTHEW J KELLY
JUDGE GATES

MINUTE ENTRY

The court is in receipt of Counter Defendant Andrew Lee's Motion for Partial
Reconsideration of Court Ruling Dated February 14, 2020.

IT IS ORDERED denying Counter Defendant Andrew Lee's Motion.

SUPERIOR COURT OF ARIZONA
MARICOPA COUNTY

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07/10/2020

HON. PAMELA GATES

CLERK OF THE COURT
S. Ortega
Deputy

M M J APOTHECARY G P, et al.

v.

E O M & D MANAGEMENT L L C, et al.

DENNIS I WILENCHIK

RYAN W ANDERSON
JESSE R CALLAHAN
CARLOS B GUTIERREZ
DAVID MARHOFFER
DIANA NAMROUD
7747 N NORDICA AVE
NILES IL 60714
WALID A ZARIFI
JUDGE GATES

MINUTE ENTRY

The court considered Third-Party Defendant Johny Namroud's Application for Attorneys' Fees and Costs filed March 20, 2020, Third-Party Defendant Johny Namroud's Statement of Costs, Andrew and Lois Lee's Response to Namroud Application for Fees and Costs, and Reply in Support of Third-Party Defendant Johny Namroud's Application for Attorneys' Fees and Costs.

IT IS ORDERED that Judgment is hereby entered in favor of Defendant Johny Namroud and against Andrew and Lois Lee in the amount of \$11,508.00 in reasonable attorneys' fees and \$6.70 in costs as a sanction ordered in the court's February 25, 2020 decision. Post-judgment interest will accrue on the amount awarded at the rate of 4.25%.

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MARICOPA COUNTY

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The court also considered the Intervenor's Application for Attorneys' Fees, Andrew and Lois Lee's Response to Intervenor's Application for Fees and Costs, and Intervenor's Reply in Support of Their Application for Attorneys' Fees.

In this instance, Intervenor's are: Dr. Paul Landesman, Janet Kando, Mary DeSloover, Rev. David Mando, and Dr. Sundos Hamza (collectively referred to as "the Intervenor's").

IT IS FURTHER ORDERED that Judgment is hereby entered in favor of the Intervenor's and against Andrew and Lois Lee in the amount of \$6,100.00 in reasonable attorneys' fees and \$21.22 in costs as a sanction ordered in the court's February 25, 2020 decision. Post-judgment interest will accrue on the amount awarded at the rate of 4.25%.

The court also considered Defendants/Counterclaimants Edward and Olivia Kirk's Application for Attorneys' Fees and Costs, Andrew Lee's Response to Edward and Olivia Kirk's Application for Fees and Costs, and Defendants/Counterclaimants Reply in Support of their Application for Attorneys' Fees and Costs.

IT IS FURTHER ORDERED that Judgment is hereby entered in favor of Edward and Olivia Kirk and against Andrew and Lois Lee in the amount of \$218,051.63 in reasonable attorneys' fees and \$2,815.61 in costs as a sanction ordered in the court's February 25, 2020 decision. Post-judgment interest will accrue on the amount awarded at the rate of 4.25%.

SUPERIOR COURT OF ARIZONA
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07/14/2020

HON. PAMELA GATES

CLERK OF THE COURT
S. Ortega
Deputy

M M J APOTHECARY G P, et al.

v.

E O M & D MANAGEMENT L L C, et al.

DENNIS I WILENCHIK

RYAN W ANDERSON
JESSE R CALLAHAN
CARLOS B GUTIERREZ
DAVID MARHOFFER
DIANA NAMROUD
7747 N NORDICA AVE
NILES IL 60714
WALID A ZARIFI
JUDGE GATES

MINUTE ENTRY

The court reviewed and considered Plaintiff/Counterdefendant Andrew Lee's Motion for Limited Reconsideration Based on Newly Discovered Evidence.

IT IS ORDERED denying Plaintiff/Counterdefendant Andrew Lee's Motion for Limited Reconsideration Based on Newly Discovered Evidence.

SUPERIOR COURT OF ARIZONA
MARICOPA COUNTY

CV 2017-055732

07/24/2020

HON. PAMELA GATES

CLERK OF THE COURT
S. Ortega
Deputy

M M J APOTHECARY G P, et al.

v.

E O M & D MANAGEMENT L L C, et al.

DENNIS I WILENCHIK

RYAN W ANDERSON
JESSE R CALLAHAN
CARLOS B GUTIERREZ
DAVID MARHOFFER
DIANA NAMROUD
7747 N NORDICA AVE
NILES IL 60714
WALID A ZARIFI
JUDGE GATES

MINUTE ENTRY

The court received and considered Plaintiff/Counterdefendant Andrew Lee's Motion for Reconsideration of Court's July 14, 2020 Fee Ruling Based on New Evidence.

The court acknowledges and appreciates Mr. Lee's service as a Vietnam era veteran and compliments him on his long-standing relationship with Mrs. Lee. The court further extends its sincere wishes of health to Mr. Lee as he battles stomach cancer, heart disease, and diabetes, particularly given the pandemic.

However,

IT IS ORDERED denying Mr. Lee's Motion for Reconsideration.

Docket Code 019

Form V000A

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SUPERIOR COURT OF ARIZONA
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08/11/2021

HONORABLE RANDALL H. WARNER

CLERK OF THE COURT
A. Meza
Deputy

M M J APOTHECARY G P, et al.

v.

E O M & D MANAGEMENT L L C, et al.

DANIEL F NAGEOTTE

RYAN W ANDERSON
JESSE R CALLAHAN
CARLOS B GUTIERREZ
DAVID MARHOFFER
DIANA NAMROUD
7747 N NORDICA AVE
NILES IL 60714
WALID A ZARIFI
JUDGE WARNER

MINUTE ENTRY

This matter is under advisement following a bench trial that concluded August 6, 2021. Based on the evidence presented, the Court makes the following findings, conclusions, and orders.

I. BACKGROUND.

This is a dispute over a marijuana business. MMJ Apothecary operates a medical marijuana dispensary under a certificate from the Arizona Department of Health Services. In 2015, a group led by Andrew Lee bought MMJ and affiliated entities from Edward Kirk and others. A dispute arose in 2017 between Lee and Kirk over control of the dispensary. The Court placed MMJ in receivership and has continued to oversee its operations since then.

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The August 2021 trial was set to resolve all outstanding issues among the parties, with two exceptions. First, the parties stipulated that derivative and direct claims asserted by the Intervenor against Lee would be severed for a separate bench trial. Second, the Court did not take evidence on whether and when the receivership should end, although the completion of trial now makes that issue ripe for consideration.

Despite the expansive nature of this litigation over four years, the parties narrowed the issues at trial to relatively few. Any claims or causes of action that were pled, but not listed in the pretrial statement or tried by consent, are deemed voluntarily dismissed.

The main dispute is over whether the Kirks are partners and board members of MMJ. On that core question, the Court finds the Kirks are not partners, but they are board members. The Court further finds that Lee is in breach of the purchase agreement for failing to make monthly payments, and that Janet Kando is not a partner in or director of MMJ.

II. FACTS.

1. MMJ Apothecary (“MMJ”) is a general partnership that Edward Kirk, Olivia Kirk, Michael Lewis, and David Echeverria formed to operate a medical marijuana dispensary in Wickenburg.

2. Edward Kirk was the lead partner of this group. Kirk is a dentist who practices and lives in Wickenburg. The Court will sometimes refer to Edward Kirk, Olivia Kirk, Michael Lewis, and David Echeverria collectively as the “Kirk group.”

3. MMJ obtained a certificate from the Arizona Department of Health Services to operate a medical marijuana dispensary in Wickenburg.

4. MMJ operated under the name Hassayampa Alternative Health.

5. When MMJ was created, the Arizona Medical Marijuana Act required medical marijuana dispensaries to be operated on a not-for-profit basis.

6. MMJ’s bylaws require it to operate as a not-for-profit.

7. MMJ, however, was structured to be profitable for its owners. They accomplished this by creating for-profit management and operation companies, and by running MMJ’s operations through those companies.

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8. The two companies are EOM&D Management, LLC and EOM&D Products, Inc., but the parties do not distinguish between these two entities, so they will be referred to collectively as EOM&D.

9. Under this arrangement, MMJ owned the dispensary and the dispensary certificate issued by the Arizona Department of Health Services, while it operated through a contractual arrangement with EOM&D.

10. Through this arrangement, the owners maintained MMJ's not-for-profit status, while directing its revenues and expenses to their affiliated for-profit entity.

11. It is common in Arizona for medical marijuana dispensaries to be operated this way, and there is no evidence the Department of Health Services disapproves of it.

12. This business structure is one reason why dispensaries have value to their owners despite their not-for-profit status.

13. Part of that value is the medical marijuana certificate itself. Under the Medical Marijuana Act, there is a limit on how many medical marijuana certificates may be issued. At the start of Arizona's medical marijuana program, many more people wanted to operate dispensaries than there were available certificates, so a lottery was held to determine who got a certificate.

14. A dispensary certificate cannot be sold, but the entity that owns it can be. So if someone wanted to get into Arizona's medical marijuana business after the lottery, they had to buy an existing dispensary that held a certificate from the Department of Health Services.

15. Another part of the value of a not-for-profit dispensary is the ability to direct its revenues to a for-profit management company.

16. MMJ's bylaws contain a provision under which, in certain circumstances, a partner is bought out for fair market value. This is further evidence that MMJ—and therefore a partnership interest in it—has monetary value.

17. In 2015, the Kirk group was approached by a group primarily out of Chicago interested in buying the dispensary to get into the medical marijuana business.

18. This group was led by Andrew Lee, a businessman who had money and business experience, but no prior experience in the marijuana industry. The Court will sometimes refer to this group of buyers as the "Lee group."

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19. Other participants included people Lee knew who had criminal histories, and people he described as former “gang bangers” from Chicago.

20. Two members of the Lee group, Johny Namroud and Jimmy Khio, held themselves out as experts in marijuana, having previously been illegal marijuana growers. Lee called them “bootleggers.”

21. It was Namroud and Khio who brought to Lee the opportunity to buy an Arizona medical marijuana dispensary.

22. Another member of the Lee group was Sam Nahas, who lived in Arizona.

23. Lee and other members of the Lee group relied on Nahas to interact with Kirk and MMJ during negotiations.

24. The Lee group of buyers and the Kirk group of sellers negotiated the sale of MMJ and the assets of EOM&D for **\$3.7 million**.

25. They agreed that the buyers would **pay \$1.2 million upfront and \$2.5 million** with interest **in monthly installments of \$50,000**.

26. A Purchase Agreement was prepared and ultimately signed. It was admitted at trial as Exhibit 5.

27. The Purchase Agreement is dated April 22, 2015 and is titled “Agreement between MMJ Apothecary dba Hassayampa Alternative Health, EOM&D Management, LLC, EOM&D Products, Inc. and Andrew Lee, Ramina Ishac, Roula Harris, Johny Namroud.”

28. Under the Purchase Agreement, David Echeverria, Edward Kirk, Olivia Kirk, and Michael Lewis agreed to sell their partnership interests in MMJ to Andrew Lee, Ramina Ishac, Roula Harris, and Johny Namroud.

29. Harris was a straw owner for her brother, Sam Nahas. Because Nahas had a criminal record, he and Lee believed the Arizona Department of Health Services would not permit him to be an owner of MMJ.

30. Under Arizona law, someone who has been convicted of certain felonies cannot be a principal officer, board member, employee, or volunteer of a dispensary. A.R.S. § 36-2801(13).

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31. Harris did not know much or do much with respect to the business. She was an owner in name only, and everyone involved in MMJ understood that her interest was really Nahas's interest.

32. For the same reason, Ishac was a straw owner for her husband, Jimmy Khio, who also had a criminal record.

33. Under the Purchase Agreement, EOM&D agreed to transfer its assets to Lee, Ishac, Harris, and Namroud, and agreed that EOM&D's right to operate the dispensary would terminate.

34. The Lee group formed an entity called Wicken Cure, LLC to hold those assets and operate the dispensary for MMJ.

35. Some of the documents in this matter just refer to Wicken Cure, LLC, while others refer to other Wicken Cure entities. But the parties do not distinguish among these, so the Court will refer to them all as Wicken Cure.

36. The Purchase Agreement required David Echeverria, Edward Kirk, Olivia Kirk, and Michael Lewis to resign their positions as partners, officers, and voting directors of MMJ.

37. The parties' intent was that, through the Purchase Agreement, the Lee group of buyers would acquire the entire ownership of MMJ from the Kirk group of sellers.

38. The Purchase Agreement provides that this transfer would be effected by the execution of proxies by the Kirk group

39. In mid-April, 2015, Kirk and the other owners of MMJ signed proxies giving the Lee group the authority to effect their resignations as partners.

40. It is possible that Lee's name was not on the proxies when the Kirk group signed them, and was filled in later. But Kirk and the other sellers understood the proxy was going to be held by Lee or one of the other buyers for the purpose of effecting the transfer of MMJ from the Kirk group to the Lee group.

41. Under the Purchase Agreement, Edward Kirk agreed to assist the buyers "into perpetuity" with MMJ's operations under a consulting agreement.

42. The Purchase Agreement contemplated that Kirk would remain involved in the dispensary as a consultant, but not as an owner or director. Kirk and Lee both understood this before they signed the Purchase Agreement.

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43. Section 30 of the Purchase Agreement states: “This Agreement may be changed or modified only by written documents executed by the party or parties against whom enforcement of any change or modification is sought.”

44. The Lee group’s upfront payment of \$1.2 million was due at closing.

45. The Purchase Agreement references a \$2.5 million promissory note (the “\$2.5 Million Note”) that was ultimately signed by the Lee group. The \$2.5 Million Note was admitted at trial as Exhibit 6.

46. Parts of the Purchase Agreement suggest it incorporates the terms of the \$2.5 Million Note.

47. For example, Section 8 of the Purchase Agreement states that part of the \$3.7 million purchase price would be “payable as follows: . . . Two Million Five Hundred Thousand Dollars (\$2,500,000.00), pursuant to the terms of the attached *Promissory Note*.”

48. Section 11 of the Purchase Agreement, however, says something different. Titled “Monthly Payments,” it states: “In accordance with the terms of the Note, PC shall remit to the Partners the sum of Fifty Thousand (\$50,000.00) per month, commencing on November 1, 2015 and on the first of the month thereafter until the balance of Two Million Five Hundred Thousand (\$2,500,000.00) is paid in full.”

49. “PC” is defined as Andrew Lee, Ramina Ishac, Roula Harris, and Johny Namroud.

50. Section 11 therefore imposes on Lee, Namroud, Ishac, and Harris a contractual obligation to pay \$50,000 per month.

51. That obligation is parallel to, but independent of the \$2.5 Million Note.

52. Lee, Ishac, Harris, and Namroud are not makers or obligors under the \$2.5 Million Note. By its express terms, the only maker under the \$2.5 Million Note is Wicken Cure.

53. The \$2.5 Million Note is secured by the Lee group’s membership interests in Wicken Cure. This security is effected through a Pledge Agreement, which was admitted at trial as Exhibit 3.

54. The Pledge Agreement only secures the \$2.5 Million Note, of which Wicken Cure is the maker. It does not secure Lee’s (or others’) payment obligations under Section 11 of the Purchase Agreement.

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MARICOPA COUNTY

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55. In the days before the transaction closed, Lee or his representatives informed Kirk they would be short \$200,000 of the \$1.2 million cash payment.

56. This upset Kirk, and he threatened to walk away from the deal and sell MMJ to another buyer.

57. Kirk was ultimately persuaded to accept a short-term \$200,000 promissory note in lieu of \$200,000 in cash.

58. A promissory note was prepared for \$200,000 (the "\$200,000 Note"), which Lee and others signed on April 21, 2015. The due date under \$200,000 Note was April 30, 2015.

59. On April 22, 2015, Kirk signed the Purchase Agreement. He signed early in the day at his lawyer's office.

60. The Purchase Agreement was not modified to reflect that part of the \$1.2 million cash payment would be paid by April 30, 2015 instead of closing.

61. But Kirk signed the Purchase Agreement knowing the last \$200,000 would not be paid at closing, and would not be due for another eight days.

62. The other parties to the Purchase Agreement also signed it on April 22, 2015.

63. Later in the day on April 22, 2015, Kirk learned that an individual who was supposed to be involved with growing MMJ's marijuana was not going to be involved.

64. This made Kirk upset, and he called Sam Nahas and told him the deal was off.

65. At the time Kirk made this call, he had already signed the Purchase Agreement.

66. During the time of the closing, Lee was in Chicago undergoing cancer treatment. Nahas, who lives in Arizona, was authorized to close the deal for the Lee group.

67. Lee authorized Nahas to speak for him and to do what was necessary to close the deal.

68. But Lee did not give Nahas plenary or unlimited authority. Rather, Lee and Nahas both understood that Lee would have to approve any significant modification of the deal.

69. If Kirk believed Nahas had the authority to unilaterally agree to significant modifications of the deal without Lee's approval, that belief was unreasonable.

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70. If Nahas believed he had the authority to unilaterally agree to significant modifications of the deal without Lee's approval, that belief was unreasonable.

71. After Kirk told Nahas the deal was off, Nahas asked what could be done to salvage it.

72. Kirk proposed to modify the deal such that he and Olivia Kirk would remain as partners and board members in MMJ.

73. This would be a significant and material modification of the parties' basic deal and the Purchase Agreement Kirk had already signed. The essence of the parties' deal was that the Lee group would purchase MMJ and the property of EOM&D for \$3.7 million. Under Kirk's proposed modification, he would not sell all of MMJ, but rather he and his wife would retain a one-third ownership interest in it.

74. Nahas told Kirk that he and Olivia Kirk could remain partners and directors in MMJ if they would go through with the transaction.

75. Nahas likely did not understand the significance of allowing the Kirks to keep an ownership interest in MMJ.

76. Kirk did understand this. Kirk understood the value of retaining a significant ownership interest in the company he and his partners had agreed to sell.

77. Kirk testified and argued at trial that MMJ did not have significant value in this transaction because it is a not-for-profit organization. Rather, he testified, the value is in the operating entity.

78. The Court finds otherwise. MMJ had substantial value at the time of the purchase because it owned the medical marijuana certificate.

79. Although part of the \$3.7 million purchase price was for the assets of EOM&D, including MMJ's commitment to continue using the operating companies, a significant part of that value was MMJ and its dispensary certificate.

80. Part of MMJ's value was its power to direct marijuana revenues to a for-profit management company.

81. If Edward and Olivia Kirk retained a 33% interest in MMJ, there would be six partners rather than four. This would affect both control of MMJ and the value of each partner's share.

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82. Nahas and Kirk should have known that such a significant modification of the deal would require Lee's approval, and that Lee's authorization to Nahas did not include such a significant modification.

83. By the time Kirk and Nahas discussed this arrangement, the Kirks had already signed and bound themselves to the Purchase Agreement.

84. Kirk is a sophisticated businessperson and was represented by counsel in the sale of MMJ.

85. Regardless of whether he relied on Nahas's agreement, Kirk understood that remaining an owner in MMJ was a material change to the written agreement he signed, and that it needed to be in writing.

86. No written document was signed that reflects a side agreement between Kirk and Nahas allowing the Kirks to remain as partners and directors of MMJ.

87. Lee never ratified an oral agreement between Kirk and Nahas.

88. Around the time of closing, Lee needed an additional investor.

89. Janet Kando was introduced to Lee as an investor.

90. Kando contributed \$200,000 to the purchase.

91. In exchange, Lee promised to give Kando a 10% interest in Wicken Cure.

92. Lee made statements to Kando about her being a "partner" or an "owner."

93. But no agreement or other document was signed—either at the time the Lee group acquired MMJ or later—that made Kando a partner in MMJ.

94. Kando was not listed as an MMJ partner in Department of Health Services records.

95. Lee did promise Kando at some point that she would be made a director of MMJ.

96. Lee never took action to make Kando a director of MMJ.

97. Following the signing of the Purchase Agreement on April 22, 2015, the Kirk group received \$1 million from the Lee group.

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98. Through the Purchase Agreement and the signed proxies, the Lee group acquired MMJ from the Kirk group, and Wicken Cure acquired the assets of EOM&D.

99. By the end of April 2015, it was clear to Kirk and Lee that the Lee group would not be able to come up with \$200,000 to pay off the \$200,000 Note.

100. Lee reached an agreement with Kirk to satisfy the \$200,000 Note by paying \$100,000 cash and giving the Kirk group a 3% ownership interest in Wicken Cure.

101. This modification of the Purchase Agreement was memorialized in a draft Second Addendum.

102. The Second Addendum was never signed, but the parties agree it reflects their agreement and have acted accordingly.

103. There is no dispute that the \$100,000 was paid, and that Kirk received a 3% ownership interest in Wicken Cure.

104. While Lee and Kirk were negotiating this amendment to the Purchase Agreement, Kirk did not tell Lee that he and his wife believed they retained a one-third ownership interest in MMJ under an oral agreement with Nahas.

105. Kirk knew or should have known that Lee would not have agreed to this.

106. On May 14, 2015, a letter signed by Lee, Namroud, Ishac, and Harris was sent to Kando. The letter states that those four were the partners of MMJ.

107. Following receipt of this letter, Kando did not write anything to express that it was contrary to her understanding that she was a partner.

108. Nor did Kando take any legal action at that time to be made a partner.

109. For several months, MMJ's and Wicken Cure's business proceeded, and the parties worked together. During this time, little attention was given to who was an "owner," "partner," or "director."

110. During this time, Kirk was the primary contact between MMJ and the Department of Health Services.

111. At various times in their relationship and in this lawsuit, Lee, Kirk, and others have referred to Kirk and/or Kando as "partner" or "director." Statements like these are relevant to the parties' understanding and intent, but are not dispositive.

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112. Statements referring to Kando and/or Kirk as “partner” are contrary to the Purchase Agreement, which says the only partners who acquired MMJ were Lee, Namroud, Harris, and Ishac.

113. At some point, Harris and Ishac relinquished their partnership interests in MMJ.

114. This left Lee and Namroud as 50/50 partners in MMJ.

115. In 2016, Kirk informed Lee that the directors of MMJ needed to be clarified with the Department of Health Services.

116. Two documents titled “Amendment to the Bylaws of MMJ Apothecary” were created and signed by Edward Kirk, Johny Namroud, Olivia Kirk, and Andrew Lee.

117. One of these, admitted at trial as Exhibit 42, was back-dated to May 1, 2016. Lee signed this document in August 2016.

118. The other, admitted at trial as Exhibit 48, was signed by Lee on August 16, 2016. It does not have a date on it.

119. Lee’s testimony that his signature was forged or lifted from another document is not credible.

120. Kirk knew the notarized version of the “Amendment to the Bylaws of MMJ Apothecary” was back-dated before being submitted to the Department of Health Services.

121. Both documents purport to amend the bylaws to state that the directors of MMJ are Edward Kirk, Johny Namroud, Olivia Kirk, and Andrew Lee.

122. Through his signature, and the subsequent filing with the Department of Health Services, Lee acknowledged that Olivia Kirk and Edward Kirk were directors of MMJ.

123. The Kirks had previously relinquished their positions as directors of MMJ through the April 22, 2015 Purchase Agreement and the proxies they signed.

124. It does not appear that any board meeting, partner meeting, or consent in lieu was subsequently utilized to make the Kirks directors.

125. Nonetheless, Lee expressly consented to Olivia and Edward Kirk being directors of MMJ by signing the bylaw amendments admitted as Exhibits 42 and 48.

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126. Olivia Kirk and Edward Kirk have never resigned or been removed as directors of MMJ. They remain directors today.

127. Exhibits 42 and 48 both state that Edward Kirk, Johny Namroud, Olivia Kirk, and Andrew Lee are “the partners of MMJ Apothecary.”

128. This was an incorrect statement. When Lee and his group of buyers purchased MMJ from Kirk and his group of sellers, the Kirks gave up their partnership interest.

129. Lee intended and understood the bylaw amendment he signed as a statement of who was a director of MMJ. He did not intend or understand it to be either a statement of who was a partner, or a transfer of a partnership interest.

130. The bylaw amendment did not make Edward Kirk or Olivia Kirk a partner of MMJ, nor did it amend the Purchase Agreement.

131. Neither Exhibit 42 nor Exhibit 48 lists Kando as a partner or director of MMJ.

132. In late August or early September 2016, Lee realized the downside of having consented to make the Kirks directors.

133. Lee sent Kirk a September 2, 2016 letter attempting to undo what he had done by signing Exhibits 42 and 48.

134. The September 2, 2016 letter, which appears to have been written by a lawyer, states: “It is very clear from Article 8 the By-Laws of MMJ Apothecary that only Members (partners) of MMJ Apothecary can be members of the Board of Directors.”

135. This is an incorrect statement. MMJ’s bylaws provide that partners are automatically directors, but they can elect non-partner directors.

136. The bylaws state that a non-partner director “shall serve as a Director at the pleasure of the Members.”

137. The Lee group never amended MMJ’s bylaws after acquiring MMJ. They remain bound by those bylaws.

138. The September 2, 2016 letter further accuses Kirk of attempting to put himself and his wife “in the place of the current partners and Members and the Board of Directors of MMJ Apothecary,” and claims this violated the Purchase Agreement.

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139. Kirk responded on September 4, 2016: "I am sorry for your confusion regarding the board members. Olivia and I were to never resign from the board. We had the agreement from the beginning."

140. Kirk did not claim in this responding email that he was a partner, member, or owner of MMJ.

141. Lee claims he subsequently used his proxy to remove the Kirks as directors. This attempt was not effective.

142. The proxies Lee obtained in April 2015 were for the purpose of removing the Kirks from MMJ as partners, directors, and officers in connection with the Purchase Agreement. They did not give Lee a perpetual right to preempt or control the Kirks' votes should they subsequently become directors.

143. By consenting in August 2016 to the Kirks being directors, Lee agreed that they had the power to vote as directors.

144. In September 2017, Kirk called a meeting of the directors of MMJ. At the time, MMJ had four directors: Andrew Lee, Johny Namroud, Edward Kirk, and Olivia Kirk.

145. Kirk did not tell Lee about this meeting. Consequently, Lee did not attend the meeting.

146. Edward Kirk, Olivia Kirk, and Johny Namroud did attend the meeting.

147. The Kirks and Namroud voted to remove Andrew Lee as a partner and director.

148. Kirk audio-recorded the meeting, but he did not tell Namroud he was recording it.

149. After the meeting, Kirk did not tell Lee there was a vote to remove him.

150. Kirk testified that the reason he took this action was that MMJ (through Wicken Cure) was using an unlawful and dangerous extraction method, and he wanted to take control to protect MMJ.

151. Just weeks after persuading Namroud to vote to remove Lee, Edward Kirk and Olivia Kirk held a director meeting without Namroud. At that meeting, Kirk purported to exercise Namroud's vote by proxy.

152. At the meeting, Edward and Olivia Kirk voted to remove Namroud as a director.

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153. Edward and Olivia Kirk also voted to add Michael Lewis and David Echeverria back as directors of MMJ.

154. Edward and Olivia Kirk also voted to make John Vatistas the president of MMJ. Vatistas is a person involved in the medical marijuana business who Kirk selected to be president.

155. Olivia Kirk testified that she was never involved in the operation of MMJ. Rather, she trusted her husband and did what he asked her to do.

156. Neither the attempted removal of Lee nor the attempted removal of Namroud was legally effective.

157. In August 2017, Kirk bought a building that MMJ was leasing.

158. In September 2017, Kirk sent an eviction notice, evicting MMJ and Wicken Cure from the building.

159. On October 9, 2017, this lawsuit was filed.

160. The Court granted a temporary restraining order enjoining the eviction.

161. Kirk then sought an order placing MMJ and Wicken Cure in receivership.

162. The Court granted the request and placed MMJ and Wicken Cure in receivership on December 20, 2017. MMJ and Wicken Cure have been operating under receivership since then.

163. From the time the Lee group bought MMJ until the receivership was put in place, the monthly \$50,000 payments on the \$2.5 Million Note were paid, with the exception of three months during which Kirk agreed to forbearance.

164. Once the receivership order was entered, payments on the \$2.5 Million Note stopped. The receiver has not caused Wicken Cure to make payments on the \$2.5 Million Note.

165. Nor have Lee or other buyers made monthly \$50,000 payments since December 2017.

166. Because Lee had an obligation under Section 11 of the Purchase Agreement to make the \$50,000 monthly payment, he is in breach of the Purchase Agreement.

167. The amount owing is \$1,649,096.48.

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III. RULINGS ON CLAIMS.

A. Declaratory Judgment On Whether Edward And Olivia Kirk Are Partners In And/Or Board Member Of MMJ.

Based on the evidence, the Court finds that Edward Kirk and Olivia Kirk are not partners of MMJ. Under the Purchase Agreement and the proxies they executed, they sold their ownership interests in MMJ.

The Court rejects the Kirks' argument that they are partners by virtue of an oral agreement made between Sam Nahas and Edward Kirk. Nahas did have both actual and apparent authority to represent Lee at negotiations. *See, e.g., Escareno v. Kindred Nursing Centers W., L.L.C.*, 239 Ariz. 126, 129, 366 P.3d 1016, 1019 (App. 2016) (describing actual and apparent authority). But an agreement to keep the Kirks as partners in MMJ was not within the scope of Nahas's authority, either actual or apparent. *See Best Choice Fund, LLC v. Low & Childers, P.C.*, 228 Ariz. 502, 510-11, 269 P.3d 678, 686-87 (App. 2011), as amended (Jan. 6, 2012) (agent may only bind a principal within the scope of their actual or apparent authority); *Miller v. Mason-McDuffie Co. of S. California*, 153 Ariz. 585, 590, 739 P.2d 806, 811 (1987) ("In order to hold a principal liable for an agent's acts on a theory of apparent authority, the third party must show that his reliance upon the agent's apparent authority was reasonable."); *see also* Restatement (Third) Of Agency §§ 2.02, 2.03 (2006).

Further, any such oral agreement made between Kirk and Nahas was contrary to the written Purchase Agreement. That agreement—which Kirk signed earlier in the day the alleged oral agreement was made—provided that the Kirks sold their ownership interest in MMJ and that there would be four owners after the sale: Lee, Namroud, Ishac, and Harris. The Purchase Agreement further required that any amendment be in writing.

It is true that a written agreement can be modified orally, even when its written terms preclude oral modification. *Phoenix Orthopaedic Surgeons, Ltd. v. Peairs*, 164 Ariz. 54, 57-58, 790 P.2d 752, 755-56 (App. 1989). But that does not mean the contract provision prohibiting oral modification has no effect. Rather, it is relevant to agency and to the reasonableness of any belief that Nahas could significantly and materially change the deal without Lee's express consent.

Kirk has not proven ratification, waiver, estoppel, or unclean hands with respect to modification of the Purchase Agreement.

The Court finds that Edward Kirk and Olivia Kirk are non-partner directors of MMJ. They are not directors because they had a written or oral agreement to remain directors. Rather, under Section 8.1 of MMJ's bylaws, partners can elect people who are not partners to the board

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of directors. As of August 2016, the partners of MMJ consented to make Edward Kirk and Olivia Kirk directors. And since that time, they have not been removed as directors.

B. Declaratory Judgment On Whether Kando Is A Partner In And/Or Director Of MMJ.

The Court finds that Kando is not a partner in MMJ or a director of MMJ. Lee did promise Kando she would be made a director. But no vote, consent, or other formal action was ever taken to make Kando a director. Nor is there any contract, document, or other formal action by which Kando was made a partner.

C. Breach Of Contract.

As found above, Lee has a contractual obligation under Section 11 of the Partnership Agreement to pay \$50,000 per month to the Kirk group as part of the purchase price. But Lee is not a party to the \$2.5 Million Note. Rather, the payor under the \$2.5 Million Note is Wicken Cure. And while payment of the \$2.5 Million Note is secured by the membership interests in Wicken Cure, Lee's obligation under Section 11 of the Partnership is not secured by the Pledge Agreement.

The Court recognizes that this is an anomalous result. But Section 11 and the \$2.5 Million Note say different things, and the most reasonable way to harmonize them is to interpret them as they are written.

The Court finds that Lee has breached his payment obligation under the Section 11 of the Partnership Agreement, and that the amount owing is \$1,649,096.48. Neither the receivership nor any action taken by Kirk excuses non-payment. Lee himself was not under receivership and his obligation under Section 11 was not conditioned on Wicken Cure's cash flow. Rather, it was consideration for what the Lee group bought from the Kirk group. Nor did any action Kirk took prevent Lee from satisfying his payment obligation.

Wicken Cure, however, is not in default of the \$2.5 Million Note. Its non-payment is excused by virtue of the receivership, which prevented payments from being made on the \$2.5 Million Note.

To the extent Lee asserted a breach of contract claim against Kirk (including breach of the implied duty of good faith and fair dealing), Lee did not meet his burden of proving that claim.

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IV. ORDERS.

Based on the foregoing,

IT IS ORDERED finding in favor of Andrew Lee in part and in favor of Edward and Olivia Kirk in part on their respective claims for declaratory judgment, and declaring:

1. Edward Kirk and Olivia Kirk are not partners in MMJ.
2. Edward Kirk and Olivia Kirk are board members of MMJ.

IT IS FURTHER ORDERED finding in favor of Andrew Lee and against Janet Kando on Kando's declaratory judgment claim, and declaring that Janet Kando is not a partner in or director of MMJ.

IT IS FURTHER ORDERED finding in favor of Kirk on his breach of contract claim against Andrew Lee, and finding that the principal amount owing is \$1,649,096.48.

IT IS FURTHER ORDERED finding against Andrew Lee on his breach of contract claim against Edward Kirk and Olivia Kirk.

IT IS FURTHER ORDERED dismissing all claims asserted by any party not expressly granted in this order, except for the Intervenor's claims that were severed for trial.

IT IS FURTHER ORDERED setting a status conference on **September 17, 2021 at 10:00 a.m. (time allotted: 1 hour)** in this division to (1) set trial on the Intervenor's claims, and (2) address whether, when, and under what conditions the receivership should be terminated. This matter will be heard by video/audio conference using **Court Connect**. Court Connect is the Superior Court in Maricopa County's new video court hearing platform. For more information about Court Connect, please visit: <https://superiorcourt.maricopa.gov/court-connect>. Counsel shall have their calendars available for this proceeding.

A Court Connect video link will be emailed to counsel of record (or self-represented parties) the day before the hearing. All persons are strongly urged to appear by video instead of audio alone. For questions, please call Judge Warner's division at 602.372.2966, or email Judicial Assistant Michelle McBride at michelle.mcbride@jbazmc.maricopa.gov.

IT IS FURTHER ORDERED that the parties file position statements regarding the receivership no less than five days before the status conference.

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NOTE: All Court proceedings are recorded digitally and not by a court reporter. Pursuant to Local Rule 2.22, if a party desires a court reporter for any proceeding in which a court reporter is not mandated by Arizona Supreme Court Rule 30, the party must submit a written request to the assigned judicial officer at least ten (10) judicial days in advance of the hearing, and must pay the authorized fee to the Clerk of the Court at least two (2) judicial days before the proceeding. The fee is \$140 for a half-day and \$280 for a full day.

NOTE: Due to the spread of COVID-19, the Arizona Supreme Court Administrative Order 2021-109 and the Maricopa County Superior Court Administrative Order 2021-119 require all individuals entering a court facility in Maricopa County to wear a mask or face covering at all times that they are inside the facility. Any person who refuses to wear a mask or face covering as directed by court personnel will be denied access to the facility. If a participant is denied physical access to a courthouse for refusing to wear a face covering, the participant must contact the assigned judicial division to determine whether the person can participate in the proceeding using an audio or video connection.

SUPERIOR COURT OF ARIZONA

MARICOPA COUNTY

MMJ APOTHECARY, GP, an Arizona
general partnership doing business as
HASSAYAMPA ALTERNATIVE
HEALTH; WICKEN CURE, LLC, an
Arizona limited liability company,

Plaintiffs,

v.

EOM&D MANAGEMENT, LLC, an
Arizona limited liability company;
EDWARD KIRK and OLIVIA KIRK,
husband and wife,

Defendants.

EOM&D MANAGEMENT, LLC, an
Arizona limited liability company;
EDWARD KIRK and OLIVIA KIRK,
husband and wife,

Counterclaimants,

v.

ANDREW LEE and LOIS LEE, husband
and wife; JOHNY NAMROUD and JANE
DOE NAMROUD, husband and wife; and
JIMMY KHIO and JANE DOE KHIO;
husband and wife;

Plaintiffs/Counter-defendants.

Case No. CV2017-055732

FINAL JUDGMENT

(Assigned to the Hon. Judge Warner)

The Court presided over a bench trial from August 2 to August 6, 2021 with respect to the claims and counterclaims asserted by Plaintiff/Counterdefendant Andrew Lee (“Lee”) and Defendants/Counterclaimants EOM&D Management, LLC (“EOM&D”), Edward Kirk and Olivia Kirk, and also Intervenor Janet Kando’s claim to a Board Seat on MMJ Apothecary, G.P., (“MMJ”). The Court made its findings of fact and conclusions of law in an August 13, 2021 Minute Entry.

1 The Court presided over a bench trial on February 28, March 1, and March 2, 2022,
2 on the claims of Paul Landesman, Janet Kando, Mary DeSloover, David Mando, and
3 Sundos Hamza (together, the “Intervenors”) against Defendants Andrew and Lois Lee.
4 The Court made its findings of fact and conclusions of law in an April 5, 2022 Minute
5 Entry.

6 By minute entry dated July 10, 2020 (filed July 14, 2020), the Court awarded
7 attorneys’ fees and costs in favor of a number of parties as a sanction against Defendants
8 Andrew and Lois Lee. The Court includes those awards in this judgment.

9 All claims as to all parties have been adjudicated or waived, so the Court enters this
10 final judgment.

11 **IT IS ORDERED** entering judgment on claims for declaratory relief as follows:

- 12 1. Edward Kirk and Olivia Kirk are not partners in MMJ.
- 13 2. Edward Kirk and Olivia Kirk are board members in MMJ.
- 14 3. Janet Kando is not a Board Member in MMJ.

15 **IT IS FURTHER ORDERED** incorporating the findings of fact and conclusions
16 of law in the Court’s August 13, 2021 and April 5, 2022 Minute Entries, and all other
17 rulings in this matter.

18 **IT IS FURTHER ORDERED** that judgment is entered in favor of EOM&D and
19 against Lee on EOM&D’s breach of contract counterclaim against Lee in the amount of
20 \$1,649,096.49, with post-judgment interest accruing thereon at the rate of 4.25% per
21 annum until paid in full.

22 **IT IS FURTHER ORDERED** that judgment is entered in favor of Edward Kirk
23 and Olivia Kirk against Lee in the amount of \$220,867.24, consisting of \$218,051.63 in
24 reasonable attorneys’ fees and \$2,815.61 in costs, as a sanction pursuant to the July 10,
25 2020 Order entered by the Court, with post-judgment interest accruing thereon at the rate
26 of 4.25% per annum until paid in full.

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IT IS FURTHER ORDERED that judgment is entered in favor of Johnny Namroud against Andrew Lee in the amount of \$11,508.00 in reasonable attorneys’ fees and \$6.70 in costs with interest accruing post-judgment at a rate of 4.25% as awarded by the Court in its Order of July 10, 2020.

IT IS FURTHER ORDERED entering judgment in favor of Intervenor and against Defendants Andrew and Lois Lee in the amount of \$6,100.00 in reasonable attorneys’ fees and \$21.22 in costs with interest accruing post-judgment at a rate of 4.25% as awarded by the Court in its Order of July 10, 2020.

IT IS FURTHER ORDERED denying the Intervenor’s claims against Defendants Andrew and Lois Lee.

IT IS FURTHER ORDERED that all remaining claims, applications, requests and motions are hereby denied.

IT IS FURTHER ORDERED that no further matters remain pending, and that this Judgment is entered as final judgment under Rule 54(c).

Electronically Entered.

Hon. Randall H. Warner
Superior Court Judge

eSignature Page 1 of 1

Filing ID: 14963949 Case Number: CV2017-055732
Original Filing ID: 14703284

Granted with Modifications



/S/ Randall Warner Date: 10/10/2022
Judicial Officer of Superior Court

APP219

ENDORSEMENT PAGE

CASE NUMBER: CV2017-055732

SIGNATURE DATE: 10/10/2022

E-FILING ID #: 14963949

FILED DATE: 10/11/2022 8:00:00 AM

DANIEL F NAGEOTTE

JIMMY KHIO
NO ADDRESS ON RECORD

JEFFREY C MATURA

WICKEN CURE GROWTH L L C
NO ADDRESS ON RECORD

JESSE R CALLAHAN

WICKEN CURE STAFFING L L C
NO ADDRESS ON RECORD

MARSHALL R HUNT

RANDALL S PAPETTI

RYAN W ANDERSON

TIMOTHY I MCCULLOCH

WALID A ZARIFI

DIANA NAMROUD
7747 N NORDICA AVE NILES IL 60714

H G ARIZONA INVESTMENTS L L C
NO ADDRESS ON RECORD

SUPERIOR COURT OF ARIZONA
MARICOPA COUNTY

JAN 25 2023 8:00 AM

CV 2017-055732

01/23/2023

HONORABLE RANDALL H. WARNER

CLERK OF THE COURT
A. Meza
Deputy

M M J APOTHECARY G P

v.

E O M & D MANAGEMENT L L C

SHARON A URIAS

RYAN W ANDERSON
H G ARIZONA INVESTMENTS L L C
NO ADDRESS ON RECORD
JESSE R CALLAHAN
WICKEN CURE GROWTH L L C
NO ADDRESS ON RECORD
MARSHALL R HUNT
JIMMY KHIO
NO ADDRESS ON RECORD
JEFFREY C MATURA
TIMOTHY I MCCULLOCH
DIANA NAMROUD
7747 N NORDICA AVE
NILES IL 60714
RANDALL S PAPETTI
WICKEN CURE STAFFING L L C
NO ADDRESS ON RECORD
WALID A ZARIFI
JUDGE WARNER

MINUTE ENTRY

Before the Court is Lee's October 26, 2022 Motion for New Trial, November 7, 2022
First Amended Rule 59 Motion for New Trial, and January 11, 2023 Second Amended Rule 59

Docket Code 019

Form V000A

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APP221

SUPERIOR COURT OF ARIZONA
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Motion for New Trial. EOM&D has filed Oppositions to both the October 26, 2022 Motion and the November 7, 2022 Motion. No replies have been filed.

Rule 59(b)(1) permits amending a motion for new trial at any time before the Court rules on it. To prevent further delay, the Court is ruling on all three Motions.

Lee argues first that Dr. Kirk committed misconduct that resulted in Judge Gates's awarding of approximately \$250,000 in attorneys' against Lee, and that newly discovered evidence warrants revisiting that ruling. Judge Gates made that ruling nearly three years ago, and Lee does not present evidence of misconduct or newly discovered evidence sufficient to warrant revisiting it.

Lee next argues that he should not be found personally or primarily liable with respect to the Note. As Lee recognizes, this issue has received a "fair amount of treatment" already. In its August 11, 2021 ruling (filed August 13, 2021), the Court as factfinder attempted to reconcile language in the \$2.5 Million Note with language in the Purchase Agreement. The Court found that Section 11 of the Purchase Agreement imposed on Lee (and others) a contractual obligation that was parallel to but independent of the \$2.5 Million Note. It based this ruling on the plain language of the Purchase Agreement.

The Court did not rule that Lee was a maker on the \$2.5 Million Note. It found to the contrary. Nor has the Court ruled that Lee's obligation is primary over that of Wicken Cure.

Lee objects to EOM&D enforcing the debt against him, rather than against the revenues of Wicken Cure. But the manner of collection is not properly before the Court. Further, Lee is not without remedies in the event he is required to pay more than his pro rata share of the obligation to EOM&D.

IT IS ORDERED denying Lee's three Motions for New Trial.

IT IS FURTHER ORDERED denying EOM&D's Motion for Leave to Register and Record October 11, 2022 Final Judgment in Illinois as moot. By its terms, the December 1, 2022 stay expires in 10 judicial days.



JUDGE OF THE SUPERIOR COURT

Randall H. Warner

EXHIBIT K



AMENDMENT TO THE BYLAWS OF

MMJ APOTHECARY

AN ARIZONA GENERAL PARTNERSHIP

This Amendment to the By Paws of MMJ Apothecary, an Arizona General Partnership is dated this ____ of _____, 2016 by and between **EDWARD KIRK, OLIVIA KIRK, ANDREW LEE** and **JOHNY NAMROUD**, the partners of MMJ Apothecary.

WHEREAS, that the partners of MMJ Apothecary, an Arizona General Partnership entered into a Partnership Agreement dated April 1, 2014, with ByLaws attached thereto and made a part thereof, and

WHEREAS, the above named partners with to amend the ByLaw of said MMJ Apothecary, an Arizona General Partnership,

NOW THEREFORE, in consideration of the premises and of the promises contained herein, the above named Partnership hereby amend that BY Laws of MMJ Apothecary, an Arizona General Partnership as follows:

1. The initial Principal Officers of the Company shown in Section 4.2 of said ByLaws are hereby deleted and the following are substituted therefore and are now the Officers of the Company:

President:	Edward Kirk
Vice President:	Johny Namroud
Secretary:	Olivia Kirk
Treasurer:	Andrew Lee

2. All other provisions of said ByLaws remain the same.

In witness hereof the parties have executed that Amendment as of the day and year first above written.

Edward Kirk

Johny Namroud

Andrew Lee

Olivia Kirk

MMJ Apothecary
1175 W. Wickenburg Way Ste. 4
Wickenburg AZ 85390
928-684-8880

To Whom It May Concern,

August 16, 2016

The board members of MMJ Apothecary acknowledge that Ramina Ishak has resigned from the board.

Edward Kirk
DA Badge #0052940DABE412873007

Date

Olivia Kirk
DA Badge #0052943DASK793192005

Date

Andrew Lee
DA Badge #0128392DAYU172185002

Date

8/16/16

Johny Namroud
DA Badge #0133735DAOX452391002

Date

State of Arizona)

County of _____)

On _____ (date) _____,

_____ (name of signer), personally appeared before me, whom I
know personally to be the person who signed the above/attached document and he/she proved he/she
signed it.

(seal)

Notary Public

FENNEMORE CRAIG, P.C.
J. Christopher Gooch (No. 019101)
Anthony W. Austin (No. 025351)
2394 East Camelback Road, Suite 600
Phoenix, AZ 85016-3429
Telephone: (602) 916-5000
Email: cgooch@fclaw.com
Email: aaustin@fclaw.com

Attorneys for Counterdefendants
Andrew and Lois Lee

SUPERIOR COURT OF ARIZONA

MARICOPA COUNTY

MMJ APOTHECARY, GP, an Arizona
general partnership doing business as
HASSAYAMPA ALTERNATIVE
HEALTH; WICKEN CURE, LLC, an
Arizona limited liability company,

Plaintiffs,

v.

EOM&D MANAGEMENT, LLC, an
Arizona limited liability company;
EDWARD KIRK and OLIVIA KIRK,
husband and wife,

Defendants.

EOM&D MANAGEMENT, LLC, an
Arizona limited liability company;
EDWARD KIRK and OLIVIA KIRK,
husband and wife,

Counterclaimants,

v.

ANDREW LEE and LOIS LEE, husband
and wife; JOHNY NAMROUD and JANE
DOE NAMROUD, husband and wife; and
JIMMY KHIO and JANE DOE KHIO;
husband and wife;

Plaintiffs/Counterdefendants.

Case No. CV2017-055732

**MOTION TO STRIKE EXHIBIT TO
DEFENDANT'S MOTION FOR
PARTIAL SUMMARY JUDGMENT**

(Assigned to Hon. Bruce Cohen)

1 Pursuant to Ariz. R. Civ. P. 7.1, Andrew and Lois Lee (“Lee”) move to strike
2 Exhibit K to the Amended Motion for Partial Summary Judgment Re: Dr. and Mrs. Kirk’s
3 Status as Partners in and Directors of MMJ Apothecary, GP (“MPSJ”), filed by
4 Defendants/Counterclaimants Edward and Olivia Kirk (“Kirk”) on February 22, 2019.
5 Exhibit K purports to contain the signature of Lee but **the signature is, in reality, a forgery.**
6 This Motion to Strike (“Motion”) is supported by the Declaration of Andrew Lee, dated
7 March 28, 2019 (“2019 Lee Decl.”), attached as **Exhibit A.**

8 Kirk’s Exhibit K is purportedly an “Amendment to the Bylaws of MMJ
9 Apothecary” (“Purported Amendment”). See Exhibit K to MPSJ (Bates stamped
10 “LEE0632”). Kirk uses this document to argue that Lee signed this document, which
11 reflects the Kirks’ “ongoing role as partners and Board Members of MMJ.” See Kirk’s
12 Amended Separate Statement of Facts in Support of MPSJ (“Kirk SOF”) at ¶ 32. Lee’s
13 purported signature can be seen on the first page of Exhibit K and it is dated May 1, 2016.
14 See Exhibit K to MPSJ at 1.

15 **Lee never signed this document.** See Exhibit A (2019 Lee Decl.) at ¶ 5. During
16 the deposition of Kirk in this case, Kirk testified that all four individuals who purportedly
17 signed the Purported Amendment did so on May 1, 2016 at the Bank of America branch
18 in Wickenburg, Arizona. *Id.* at ¶ 6; Exhibit 2 to 2019 Lee Decl. (excerpt of Kirk
19 deposition) at 110:12-17; 111:4-11. The Purported Amendment was purportedly
20 notarized at the same Bank of America on the same date. *Id.* at ¶ 7. However, Lee was
21 not in the State of Arizona on May 1, 2016. *Id.* at ¶ 8; Exhibit 3 to 2019 Lee Decl. (credit
22 card statements demonstrating that Lee was in the Chicago, Illinois area on May 1, 2016).
23 Therefore, Lee could not have appeared in front of the notary and could not have signed
24 the Purported Amendment. *Id.* at ¶ 9.

25 Furthermore, it is likely that none of the parties signed the Purported Amendment
26 on the date shown on Exhibit K, nor did they appear in front of a notary at the Bank of

1 America in Wickenburg on May 1, 2016. May 1, 2016 was a Sunday. *Id.* at ¶ 10; Exhibit
2 4 to 2019 Lee Decl. Banks are regularly closed on Sunday and the same is true for the
3 Bank of America branch in question. *Id.* at ¶ 10.

4 Counsel for Lee notified Kirk during his deposition of the irregularities in Lee's
5 signature on the Purported Amendment. *See* Exhibit 2 to 2019 Lee Decl. (Kirk deposition
6 excerpt) at 113:4-114:9. Kirk was specifically told that the authenticity of this document
7 – and Lee's signature thereon – is in dispute because there is evidence that Lee's signature
8 was forged. *Id.* Nevertheless, Kirk has attempted to use the Purported Amendment to
9 support his argument that there are no genuine disputes of material fact in this case. *See*
10 Kirk SOF ¶ 32.

11 Accordingly, Lee did not sign the Purported Amendment and Exhibit K to the
12 MPSJ is a fraudulent document containing a forged signature. The Court should strike
13 Exhibit K to the MPSJ and completely disregard it in its analysis.

14 DATED this 29th day of March, 2019.

15
16 FENNEMORE CRAIG, P.C.

17
18 By /s/ J. Christopher Gooch
19 J. Christopher Gooch
20 Attorneys for Counterdefendants
Andrew and Lois Lee

21 E-filed this 29th day of March, 2019, with:

22 Clerk of the Court
23 Maricopa County Superior Court
<http://www.azturbocourt.gov/>

24 Copy transmitted via eFiling system to:

25 Honorable Bruce Cohen
26

1 Copy of the foregoing mailed
2 this 29th day of March, 2019, to:

3 Peter S. Davis, Receiver
4 Simon Consulting, LLC
5 3101 North Central Avenue, Suite 670
6 Phoenix, AZ 85012
7 pdavis@simonconsulting.net
8 Receiver of MMJ Apothecary, G.P.
9 Wicken Cure, LLC

10 Ryan W. Anderson
11 Guttilla Murphy Anderson, P.C.
12 5415 E. High Street, Suite 200
13 Phoenix, AZ 85054
14 randerson@gamlaw.com
15 Attorneys for Court Appointed Receiver
16 Peter S. Davis

17 Dennis I. Wilenchik
18 Tyler Q. Swensen
19 Wilenchik & Bartness, PC
20 2810 North Third Street
21 Phoenix, AZ 85004
22 admin@wb-law.com
23 Attorneys for Defendants/Counterclaimants

24 Katherine Anderson Sanchez
25 Dickinson Wright PLLC
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ksanchez@dickinsonwright.com
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wmb@eblawyers.com
Attorneys for Intervenor HG Arizona Investments, LLC

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2 Andrew Lishko
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6 jcallahan@maypotenza.com
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8 Attorneys for SSW Investments I, LLC

9 /s/ Debbie Riffle

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Attorneys for Counterdefendants
Andrew and Lois Lee

SUPERIOR COURT OF ARIZONA

MARICOPA COUNTY

MMJ APOTHECARY, GP, an Arizona
general partnership doing business as
HASSAYAMPA ALTERNATIVE
HEALTH; WICKEN CURE, LLC, an
Arizona limited liability company,

Plaintiffs,

v.

EOM&D MANAGEMENT, LLC, an
Arizona limited liability company;
EDWARD KIRK and OLIVIA KIRK,
husband and wife,

Defendants.

EOM&D MANAGEMENT, LLC, an
Arizona limited liability company;
EDWARD KIRK and OLIVIA KIRK,
husband and wife,

Counterclaimants,

v.

ANDREW LEE and LOIS LEE, husband
and wife; JOHNY NAMROUD and JANE
DOE NAMROUD, husband and wife; and
JIMMY KHIO and JANE DOE KHIO;
husband and wife;

Plaintiffs/Counterdefendants.

Case No. CV2017-055732

DECLARATION OF ANDREW LEE

(Assigned to Hon. Bruce Cohen)

1 I, ANDREW LEE, hereby declare and state as follows:

2 1. I am an adult individual and competent to testify to the matters set forth in
3 this affidavit. I have personal knowledge of the statements set forth in this Affidavit. If
4 called upon to testify I would testify consistent with the statements set forth herein.

5 2. I am eighty-two (82) years old and reside at 6603 Beckwith Road, Morton
6 Grove, Cook County, Illinois.

7 3. I am a partner of MMJ Apothecary a general partnership. I am also a
8 defendant in the litigation known as EOM&D Management, LLC ("EOM&D") v. Lee,
9 et.al., case No. CV2017-055732 currently pending in the Circuit Court of Maricopa
10 County, Arizona ("Litigation").

11 4. In the Litigation, EOM&D introduced a document entitled "Amendment to
12 the Bylaws of MMJ Apothecary an Arizona General Partnership" ("Purported
13 Amendment"). See **Exhibit 1**. The Purported Amendment purportedly contains my
14 signature.

15 5. I never signed the purported amendment and the purported signature on that
16 document is not my signature.

17 6. The purported amendment introduced in the litigation by EOM&D, was
18 purportedly signed by me on May 1, 2016. During a deposition of Edward Kirk, a
19 principal of EOM&D, Edward Kirk testified that all four individuals who purportedly
20 signed the purported amendment signed the document on May 1, 2016 at the Bank of
21 America branch in Wickenburg, Arizona. See **Exhibit 2**.

22 7. The purported amendment was purportedly notarized at the Wickenburg
23 branch of Bank of America on May 1, 2016.

24 8. On May 1, 2016 I was not in Arizona and could not have signed the
25 purported amendment. See credit card statements of Affiant attached as **Exhibit 3**
26 showing that on May 1, 2016 Affiant was in the Chicago, Illinois area.

9. Since I was not in Arizona on May 1, 2016, I could not have appeared before a notary public at the Wickenburg, Arizona Bank of America.

10. Pursuant to the calendar attached as **Exhibit 4**, May 1, 2016 was a Sunday. Based on my research, the Wickenburg branch of Bank of America was not open on Sunday May 1, 2016.

11. The purported amendment attached as Exhibit 1 does not contain my signature and my purported signature was fraudulently affixed to Exhibit 1.

Pursuant to Ariz. R. Civ. P. 80(c), I declare under penalty of perjury that the foregoing is true and correct.

Executed on 3/28, 2019.

ANDREW LEE

14720760

EXHIBIT

3

1 Q. Yes. Sam Nahas told you -- okay. You sign No.
2 8; correct?

3 A. No. 8?

4 Q. Exhibit No. 8 that we already looked at.

5 A. Okay. Yes.

6 Q. Okay. And then at that same time, you are saying
7 that Sam Nahas told you, now, you can stay on as a partner
8 and as a board member; correct?

9 A. That was a condition of closing. So it was for
10 the -- so, yes, that was correct, that was me staying on
11 was a condition of them closing.

12 Q. Okay. And then three and a half, four weeks
13 later, you get this Exhibit?

14 A. I have never seen this until today.

15 Q. You have never seen this document before?

16 A. I have never seen this document before.

17 (Deposition Exhibit No. 13 was marked for
18 identification.)

19 Q. BY MR. COVAULT: Okay. Let's take a look at No.
20 13, which is going to be 27 in the documents that I have.
21 All right. Now, have you seen this document before?

22 A. Yeah, this is the -- yes, this is the -- yes.

23 Q. All right. So, once again, this document is
24 called Amendment to the Bylaws of MMJ Apothecary, an
25 Arizona General Partnership; correct?

1 **A. Correct. This is what I submitted to DHS in 2016**
2 **and recently, too, again.**

3 Q. Okay. Now, what were the circumstances of the
4 signing of this document? First of all, when was this
5 document signed?

6 **A. May 1st of 2016.**

7 Q. Okay. And where were you all standing when you
8 signed this document?

9 MR. SIMMONS: Objection. Form.

10 THE WITNESS: I am thinking in Bank of
11 America.

12 Q. BY MR. COVAULT: Okay. So Edward Kirk, Andrew
13 Lee, Johny Namroud, and Olivia Kirk are all standing in
14 Bank of America in Wickenburg, Arizona; correct?

15 **A. I am assuming if that's the date and we all**
16 **signed, and yes, that's the only thing that would make**
17 **sense is that we would all be together.**

18 Q. Have you got the original of this document
19 anywhere with the original four signatures on it?

20 **A. I do not.**

21 Q. Do you have any idea who would be responsible for
22 maintaining that? It would be the secretary; right?

23 **A. Yes. Yes.**

24 Q. That is your wife; correct?

25 **A. Yes.**

SQUAW PEAK REPORTERS, INC.
(602) 956-7618

1 Q. So your secretary hangs on to all of the original
2 documents for the entity; correct?

3 A. I don't know.

4 Q. Okay. Are you sure Andrew was there at the time
5 you guys signed this document?

6 A. I am 90 percent certain, but I cannot recall that
7 we were there because so much has happened since then.

8 All I know is that there is the only way for four
9 signatures to be on one place together here, it would be
10 in Wickenburg. I remember using the Bank of America
11 before they closed.

12 Q. Yeah, you would agree with me that if all four
13 signatures weren't there at the time that this notary
14 stamp was stamped, that would be a problem for this
15 document, wouldn't you?

16 MR. SIMMONS: Objection. Form.

17 Q. BY MR. COVAULT: The only way that this notary
18 could notarize this document is to see all four signatures
19 made in front of her; correct?

20 MR. SIMMONS: Objection. Form.

21 THE WITNESS: Correct, if that is how
22 notaries work. I don't know. There is a lot of notarized
23 stuff. I don't know how it works, so --

24 Q. BY MR. COVAULT: Well, your understanding of a
25 notary is that they pull out a book and they make you sign

1 the book; correct?

2 **A. Correct.**

3 MR. SIMMONS: Objection. Form.

4 Q. BY MR. COVAULT: And you pull out a form of ID,
5 and they compare the ID to your signature, and they watch
6 you sign the book; correct?

7 MR. SIMMONS: Objection. Form.

8 Q. BY MR. COVAULT: You have to sign the notary's
9 book; correct?

10 **A. Correct.**

11 Q. And then you sign here on the document; correct?

12 **A. Correct.**

13 Q. And then the notary puts her stamp on it saying I
14 verified that the person signing this document is the same
15 person that just showed me their ID and signed my book;
16 right?

17 **A. Yes.**

18 Q. Okay. You understand that we have said that
19 there's something highly irregular about this document,
20 and we are going to be subpoenaing the book of Ms. Maria
21 D. Corrales in order to see that this was done properly?

22 **A. I have not said there was something highly**
23 **irregular about this document. You are misquoting me**
24 **here.**

25 Q. No, what I am saying is I think there is

Exhibit 1



IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF MARICOPA

MMJ APOTHECARY, GP, an Arizona)
general partnership doing business)
as HASSAYAMPA ALTERNATIVE HEALTH;)
WICKEN CURE, LLC, an Arizona)
limited liability company,)

Plaintiffs,)

vs.)

No. CV2017-055732

EOM&D MANAGEMENT, LLC, an Arizona)
limited liability company; EDWARD)
KIRK and OLIVIA KIRK, husband and)
wife,)

Defendants.)

EOM&D MANAGEMENT, LLC, an Arizona)
limited liability company; EDWARD)
KIRK and OLIVIA KIRK, husband and)
wife,)

Defendants/Counterclaimants,)

vs.)

WICKEN CURE, LLC, an Arizona)
limited liability company; ANDREW)
LEE and JANE DOE LEE, husband and)
wife,)

Plaintiffs/Counterdefendants.)

DEPOSITION OF ANDREW LEE
Phoenix, Arizona, November 13, 2017
12:24 p.m.

REPORTED BY:
MONICA S. BERRY, RPR
Certified Reporter
Certificate No. 50234
PREPARED FOR:

(COPY)

Andrew Lee - 11/13/2017

1 A. Yes.

2 MR. HIMMELSTEIN: Before you go any further,
3 we had a whole conversation on the record about this
4 exhibit yesterday. I'm going to object to this exhibit.
5 It looks like the signature --

6 MR. MESSING: Object --

7 MR. HIMMELSTEIN: -- of Andrew Lee is
8 doctored. It looks like the notary public signature is
9 forged.

10 MR. MESSING: Ben, object to form. If you
11 want to make any other objection, do it to the judge.
12 This is a deposition.

13 MR. HIMMELSTEIN: We will.

14 MR. MESSING: Object to form.

15 MR. HIMMELSTEIN: Okay. Go ahead.

16 THE WITNESS: You didn't let me finish my
17 answer. That's exactly what I was going to say, that is
18 my --

19 MR. HIMMELSTEIN: Let him ask you a question
20 first. Then go ahead.

21 THE WITNESS. Go ahead.

22 BY MR. MESSING:

23 Q. Sir, is that your signature at the bottom of the
24 page?

25 A. It appears to be my signature; however, we

Andrew Lee - 11/13/2017

1 were -- the date on that is 5/1, so I was in Chicago. My
2 arms are not that long. I could not have signed that
3 signature. So in other words, that's the problem.

4 Q. So the only reason that you're denying that
5 signature is yours is because there's a notary stamp on
6 it?

7 A. Yes.

8 MR. COVAULT: Form and foundation.

9 BY MR. MESSING:

10 Q. Let's go to the top paragraph of that document.

11 A. Yes.

12 Q. Let me read it into the record. "This amendment
13 to the bylaws of MMJ Apothecary, an Arizona General
14 Partnership, is dated May 1st, 2016, by and between Edward
15 J. Kirk, Olivia Kirk, Andrew Lee, Johny Namroud, the
16 partners of MMJ Apothecary." Did I read that correctly?

17 A. Yes.

18 Q. Is it your position that as of May 1st, 2016,
19 Edward Kirk and Olivia Kirk were partners in MMJ
20 Apothecary?

21 A. Is it -- say that again.

22 Q. Is it your position that as of May 1st, 2016,
23 Edward Kirk and Olivia Kirk were partners of MMJ
24 Apothecary?

25 MR. HIMMELSTEIN: Form.

Andrew Lee - 11/13/2017

1 THE WITNESS: I don't believe they were.

2 BY MR. MESSING:

3 Q. Is it your position -- going further down the
4 page it says, "The initial principal officers of the
5 company shown in Section 4.2 of said bylaws are hereby
6 deleted and the following are substituted, therefore, and
7 now are the officers of the company: President, Edward
8 Kirk; vice president, Johny Namroud; secretary, Olivia
9 Kirk; treasurer, Andrew Lee."

10 As of May 1st -- well, first off, did I read
11 that correctly?

12 A. Yes.

13 Q. As of May 1st, 2016, is it your position that
14 those were the officers of MMJ Apothecary?

15 A. No.

16 MR. HIMMELSTEIN: Take a little break?

17 MR. MESSING: Yes. I'm missing a document
18 that's supposed to be here.

19 (Deposition Exhibit No. 8 was marked for
20 identification.)

21 BY MR. MESSING:

22 Q. Sir, I'm showing you what's been marked as
23 Exhibit 8. I will present to you that other than the
24 signature lines -- excuse me -- the signatures and the
25 notary block, it is identical to Exhibit 7.

Exhibit 5



1
2 **WILENCHIK & BARTNESS**

3 — A PROFESSIONAL CORPORATION —

4 ATTORNEYS AT LAW

5 The Wilenchik & Bartness Building
2810 North Third Street Phoenix, Arizona 85004

6 Telephone: 602-606-2810 Facsimile: 602-606-2811

7 Dennis I. Wilenchik, #005350

8 admin@wb-law.com

Attorneys for Counterclaimants

EOM&D Management, LLC,

Edward Kirk and Olivia Kirk

9 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**

10 **IN AND FOR THE COUNTY OF MARICOPA**

11 **MMJ APOTHECARY, GP, an Arizona**
12 **general partnership doing business as**
13 **HASSAYAMPA ALTERNATIVE**
14 **HEALTH; WICKEN CURE, LLC, an**
15 **Arizona limited liability company,**

16 **Plaintiffs,**

17 **v.**

18 **EOM&D MANAGEMENT, LLC, an**
19 **Arizona limited liability company;**
20 **EDWARD KIRK and OLIVIA KIRK,**
21 **husband and wife.**

22 **Defendants.**

23 **AND RELATED COUNTERCLAIMS.**
24

Case No. CV2017-055732

DECLARATION OF RANDY MITCHELL

(Assigned to the Honorable Bruce Cohen)

1 Randy Mitchell, based upon personal knowledge, declares and states as follows:

2 1. I am over eighteen and currently am employed as the Dispensary Manager for
3 MMJ Apothecary, G.P. ("MMJ").

4 2. As Dispensary Manager I work under the direction of Kyle McQuaid who is the
5 General Manager of MMJ.

6 3. As Dispensary Manager I have legal access to MMJ's e-mail account at
7 mmjapothecary@gmail.com.

8 4. On April 12th, 2019, I was directed by Kyle McQuaid to search the MMJ email
9 account for any e-mails from Andrew Lee's e-mail address at alsjinc@yahoo.com to
10 mmjapothecary@gmail.com on or around August 16, 2016.

11 5. On April 12, 2019, I located two separate e-mails from Andrew Lee, both of them
12 dated August 16, 2016, which I shared with Kyle McQuaid.

13 6. The first e-mail was received at the mmjapothecary@gmail.com e-mail address at
14 3:31 pm on August 16, 2016. ("Email 1"). It was sent from Andrew Lee's email address
15 alsjinc@yahoo.com and its subject line stated "URGENT!!!!!"

16 7. Email 1 was forwarded from mmjapothecary@gmail.com to Edward Kirk at
17 edward@doctorkirk.com on April 12, 2019 at 7:35 p.m. (A true and accurate copy of the
18 forwarded Email 1 is attached hereto as **Exhibit A**).

19 8. Email 1 included an attached document consisting of two pages with Andrew
20 Lee's signature on each page. (A true and accurate copy of the attachment to Email 1 is attached
21 hereto as **Exhibit B**).

22 9. The second e-mail I located was received at the mmjapothecary@gmail.com e-
23 mail address at 3:34 pm on August 16th, 2016. (Email 2"). Email 2 was also sent from Andrew
24 Lee's email address alsjinc@yahoo.com to MMJ. There was nothing written in the subject line
25 of Email 2.

1 10. Email 2 was forwarded on April 12, 2019 at 7:45 p.m. from
2 mmjapothecary@gmail.com to Edward Kirk at edward@doctorkirk.com. (A true and accurate
3 copy of the forwarded Email 2 is attached hereto as **Exhibit C**).

4 11. Email 2 included an attached document that was a scanned photograph of Andrew
5 Lee's driver's license from the State of Illinois. (A true and accurate copy of the attachment to
6 Email 2 is attached hereto as **Exhibit D**).

7 12. After locating Email 1 and Email 2, I created a "screen shot" from the computer to
8 show how the two e-mails appear in the mmjapothecary@gmail.com account and who the
9 sender was. (A true and accurate copy of the screen shot is attached hereto as **Exhibit E**).

10 13. Exhibit E was also forwarded on April 13, 2019 at 11:24 a.m. from
11 mmjapothecary@gmail.com to Edward Kirk at edward@doctorkirk.com. (A true and accurate
12 copy of that email is attached hereto as **Exhibit F**).

13 14. All of the exhibits attached to this Declaration are business records that were
14 produced or received and kept in the ordinary course of MMJ's business.

15 I declare under penalty of perjury that the foregoing is true and correct to the best of my
16 knowledge.

17 DATED this 17th day of April, 2019.

18
19 
20 Randy Mitchell
21 Dispensary Manager
22
23
24
25

Exhibit A





From: Mmj Apothecary <mmjapothecary@gmail.com>
Sent: Friday, April 12, 2019 7:35 PM
To: Edward Kirk, DDS <edward@doctorkirk.com>
Subject: Fwd: URGENT!!!!

----- Forwarded message -----

From: **Andrew Lee** <alsjinc@yahoo.com>
Date: Tue, Aug 16, 2016 at 3:31 PM
Subject: URGENT!!!!
To: Mmj Apothecary <mmjapothecary@gmail.com>

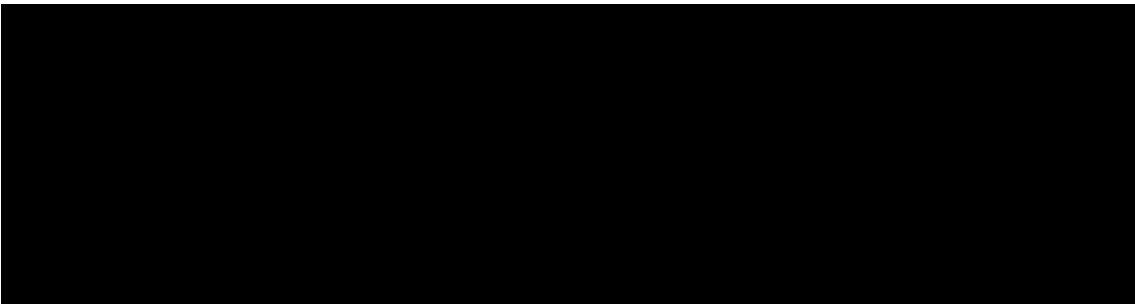


Exhibit B



AMENDMENT TO THE BYLAWS OF

MMJ APOTHECARY

AN ARIZONA GENERAL PARTNERSHIP

This Amendment to the By Paws of MMJ Apothecary, an Arizona General Partnership is dated this ____ of _____, 2016 by and between **EDWARD KIRK, OLIVIA KIRK, ANDREW LEE** and **JOHNY NAMROUD**, the partners of MMJ Apothecary.

WHEREAS, that the partners of MMJ Apothecary, an Arizona General Partnership entered into a Partnership Agreement dated April 1, 2014, with ByLaws attached thereto and made a part thereof, and

WHEREAS, the above named partners with to amend the ByLaw of said MMJ Apothecary, an Arizona General Partnership,

NOW THEREFORE, in consideration of the premises and of the promises contained herein, the above named Partnership hereby amend that BY Laws of MMJ Apothecary, an Arizona General Partnership as follows:

1. The initial Principal Officers of the Company shown in Section 4.2 of said ByLaws are hereby deleted and the following are substituted therefore and are now the Officers of the Company:

President:	Edward Kirk
Vice President:	Johny Namroud
Secretary:	Olivia Kirk
Treasurer:	Andrew Lee

2. All other provisions of said ByLaws remain the same.

In witness hereof the parties have executed that Amendment as of the day and year first above written.

Edward Kirk

Johny Namroud

Andrew Lee

Olivia Kirk

MMJ Apothecary
1175 W. Wickenburg Way Ste. 4
Wickenburg AZ 85390
928-684-8880

To Whom It May Concern,

August 16, 2016

The board members of MMJ Apothecary acknowledge that Ramina Ishak has resigned from the board.

Edward Kirk
DA Badge #0052940DABE412873007

Date

Olivia Kirk
DA Badge #0052943DASK793192005

Date

Andrew Lee
DA Badge #0128392DAYU172185002

Date

8/16/16

Johnny Namroud
DA Badge #0133735DAOX452391002

Date

State of Arizona)

County of _____)

On _____ (date) _____,

_____ (name of signer), personally appeared before me, whom I
know personally to be the person who signed the above/attached document and he/she proved he/she
signed it.

(seal)

Notary Public

Exhibit C





From: Mmj Apothecary <mmjapothecary@gmail.com>
Sent: Friday, April 12, 2019 7:45 PM
To: Edward Kirk, DDS <edward@doctorkirk.com>
Subject: Fwd:

----- Forwarded message -----

From: **Andrew Lee** <alsjinc@yahoo.com>
Date: Tue, Aug 16, 2016 at 3:34 PM
Subject:
To: Mmj Apothecary <mmjapothecary@gmail.com>

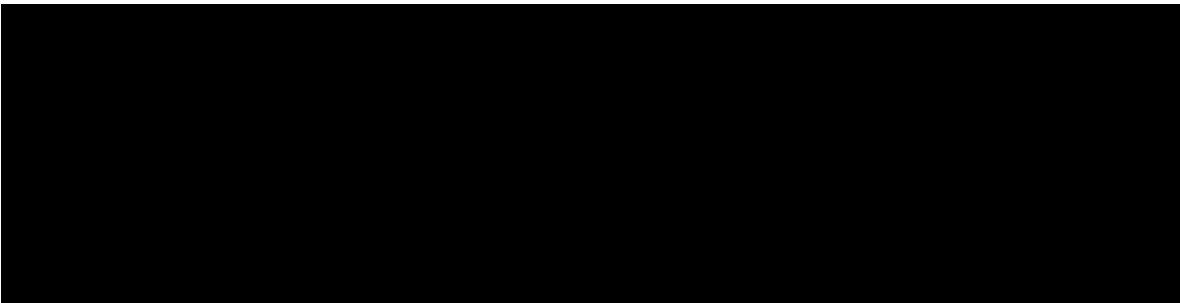


Exhibit D



ILLINOIS
Jesse White • Secretary of State
DRIVER'S LICENSE

Lic. No.: L000-0003-7026
DOB: 01-26-37
Expires: 01-26-18
Issued: 10-30-13

Class: D
End: *****
Rest: B
Type: ORG

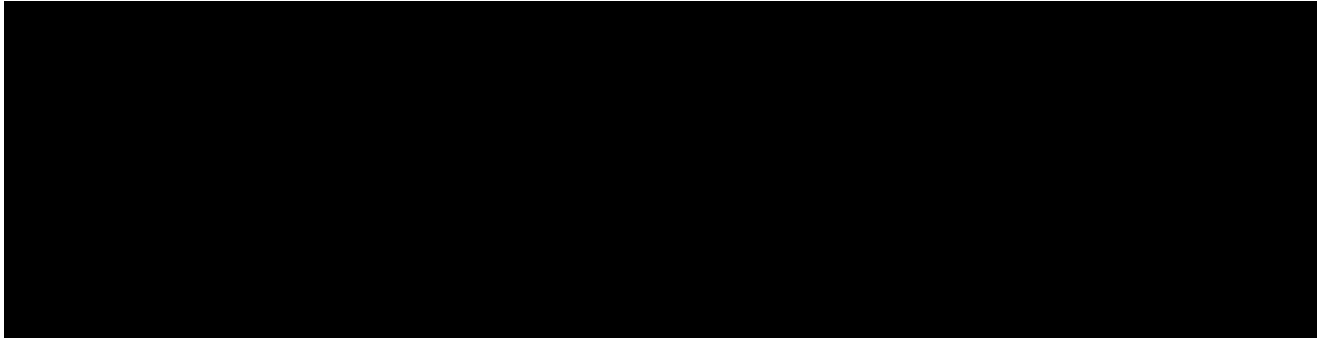
ANDREW LEE
6603 W BECKWITH
MORTON GROVE IL 60053

Male 6'00" 210 lbs BLUE Eyes

01-26-37

Exhibit E





From: Mmj Apothecary <mmjapothecary@gmail.com>
Sent: Saturday, April 13, 2019 11:24 AM
To: Edward Kirk, DDS <edward@doctorkirk.com>
Subject: Screen Shot of 8/16/2016

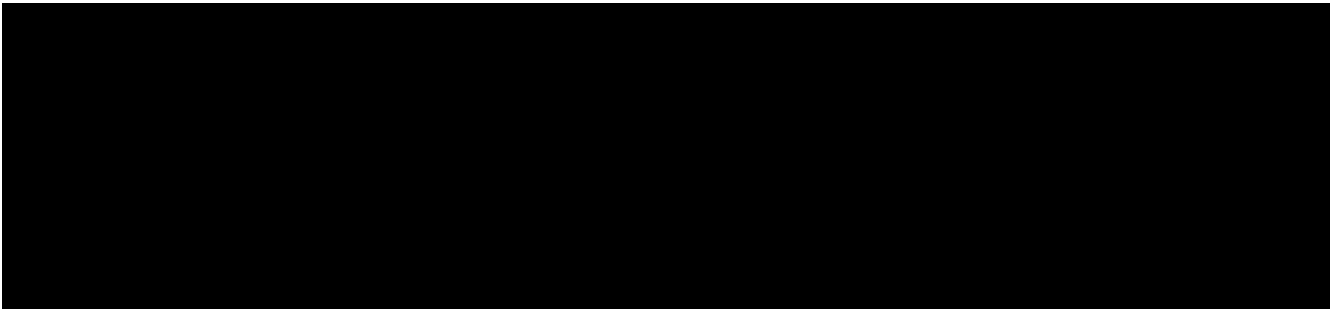


Exhibit F



4/13/2019

Inbox (2,142) - mmjapothecary@gmail.com - Gmail

☰

Gmail

🔍 Search mail

?

⌵

✚

Compose

📧

Inbox 2,142

★

Starred

🕒

Snoozed

📌

Important

➤

Sent

📧

Drafts

📁

Categories

📧

[Gmail]Sent Mail

📧

Amazon

📧

AZDHS

📧

BioTrackTHC

📧

Century Link

📧

Clade 9

📧

Constant Contact

☐

☑

↺

⋮

7,851-7,900 of 10,751

⏪

⏩

⚙️

☐ ☆ 📧 Patrick, Juan 2

Hydroponics Depot Q-1969 - ----- Forwarded message ----- From: "Patrick Herring" <sales@...> 8/16/16

📎 Hydroponics De...

☐ ☆ 📧 Shelly Murray (via .

time_cards_5_9_16.xlsx - Request for access - Shelly Murray is requesting access to t... 8/16/16

📎 time_cards_5_9...

☐ ★ 📧 Andrew Lee

(no subject) 8/16/16

📎 Andrew Lee Dri...

☐ ☆ 📧 Andrew Lee

URGENT!!!! 8/16/16

📎 MMJ.pdf

☐ ☆ 📧 Amy Buchholz

Carla light pic - Sent from my iPhone 8/16/16

📎 IMG_6553.JPG

☐ ☆ 📧 Andrew Lee

Fw: Fw: MMJ Apothecary - ----- Forwarded Message ----- From: Michael Hirschtick <mhirschtick...> 8/16/16

📎 image001.png

📎 MMJ PARTNER...

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J. Christopher Gooch (No. 019101)
Anthony W. Austin (No. 025351)
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Phoenix, AZ 85016-3429
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Email: aaustin@fclaw.com

Attorneys for Counterdefendants
Andrew and Lois Lee

SUPERIOR COURT OF ARIZONA

MARICOPA COUNTY

MMJ APOTHECARY, GP, an Arizona
general partnership doing business as
HASSAYAMPA ALTERNATIVE
HEALTH; WICKEN CURE, LLC, an
Arizona limited liability company,

Plaintiffs,

v.

EOM&D MANAGEMENT, LLC, an
Arizona limited liability company;
EDWARD KIRK and OLIVIA KIRK,
husband and wife,

Defendants.

EOM&D MANAGEMENT, LLC, an
Arizona limited liability company;
EDWARD KIRK and OLIVIA KIRK,
husband and wife,

Counterclaimants,

v.

ANDREW LEE and LOIS LEE, husband
and wife; JOHNY NAMROUD and JANE
DOE NAMROUD, husband and wife; and
JIMMY KHIO and JANE DOE KHIO;
husband and wife;

Plaintiffs/Counterdefendants.

Case No. CV2017-055732

**RESPONSE TO KIRKS'
EMERGENCY MOTION FOR CASE-
TERMINATING SANCTIONS**

(Assigned to Hon. Bruce Cohen)

1 Andrew and Lois Lee hereby respond in opposition to the Kirks' Emergency
2 Motion for Case Ending Sanctions. The Kirks' motion should be denied and the Court
3 should enter an Order awarding fees to the Lees for the costs associated with responding.

4 This memorandum is supported by the following Memorandum of Points and
5 Authorities.

6 **MEMORANDUM OF POINTS AND AUTHORITIES**

7 **I. RELEVANT BACKGROUND AND FACTUAL ASSESSMENT**

8 The sky is not falling.

9 **A. Formal exchange of Rule 26.1 disclosures has not occurred.**

10 Kirks' motion is based, in part, on an alleged failure to disclose documents
11 pursuant to Arizona Rule of Civil Procedure 26.1. Yet, it fails to mention that the parties
12 are not operating under any scheduling order and the parties have yet to have a scheduling
13 conference with the Court. There is no initial disclosure deadline in this case. There is no
14 date for final disclosures set in this case. The parties have been in limbo because of a
15 constant parade of dispositive motions by the Defendants (which have all been denied to
16 date).

17 It is undersigned counsel's understanding that the **only** Rule 26.1 disclosure
18 statement issued in this matter, is one prepared by Lees' counsel in order to disclose
19 certain relevant documents. No other party, including Kirks, has issued an initial Rule
20 26.1 disclosure statement. So, for the Kirks to argue that "case ending" sanctions are
21 warranted for non-disclosure in a case where Kirks have yet to make any Rule 26.1
22 disclosure is the height of hypocrisy.

23 **B. The allegedly "non-disclosed" documents were properly maintained by**
24 **the recipient – MMJ Apothecary.**

25 The "smoking gun" documents the Kirks present to support their non-disclosure
26 argument are two e-mails sent by Mr. Lee to "mmjapothecary@gmail.com" in August

1 2016. These e-mails were properly maintained by MMJ Apothecary – the recipient and
2 the entity at the center of this dispute, which is under the control of the Receiver.
3 Curiously, however, the Kirks chose to redact the actual message contained in the e-mail
4 and produced only the heading and the attachments. *See* Exhibits A and C attached to the
5 Declaration of Randy Mitchell, which is Exhibit 5 to the Motion. Kirks have not asserted
6 any basis for the redaction and certainly cannot expect to have any basis to assert privilege
7 over communications between Mr. Lee and MMJ Apothecary. As will become clearer
8 below, it seems likely that the redactions were made to obfuscate the true nature of what
9 was occurring in August 2016, which undercuts the entire Motion.

10 **C. Kirks conflate two documents and two timelines to mislead the Court.**

11 Counsel for the Kirks makes an aggressive and ill-fated attempt to slander Mr. Lee
12 at every turn in the Motion, accusing him falsely of lying under oath at both his deposition
13 and during an evidentiary hearing. *See* Motion at p. 2, ls. 20-24. The Motion is
14 constructed to deliberately mislead and misdirect the Court as to what Mr. Lee has stated
15 and the documents about which he testified. Without this misdirection, the entire
16 Motion’s premise crumbles.

17 **1. The May 1, 2016 document is a forgery.**

18 From the outset of this dispute, Mr. Lee maintained that the document attached as
19 Exhibit K to the Statement of Facts in Support of the Amended Motion for Partial
20 Summary Judgment filed on February 22, 2019 is a forgery. That document purports to
21 be an Amendment to the Bylaws of MMJ Apothecary dated May 1, 2016. It bears the
22 stamp of notary Maria D. Corrales, who purportedly verified the signatures, signed the
23 document herself, dated the document on May 1, 2016, and affixed her notary stamp.

24 This document was marked as Exhibit 13 to Dr. Kirk’s deposition in late 2017. At
25 his deposition, Dr. Kirk testified that all four signatories to this agreement met at a Bank
26 of America on May 1, 2016 to sign this document before a notary. *See* Exhibit 3 to Lee’s

1 Motion to Strike, which includes the relevant portions of the Kirk deposition transcript.
2 May 1, 2016, was a Sunday – the bank was closed. So, Dr. Kirk’s testimony about
3 Exhibit 13 (the May 1, 2016 document) is false because the document itself is a forgery.¹

4 First, the purported date of the document is problematic. Mr. Lee was not present
5 in Arizona on May 1, 2016. Mr. Lee resides in Illinois. He completed a business trip to
6 Arizona to deal with issues related to the Wicken/MMJ Apothecary business on April 17
7 through April 21, 2016. This is evidenced by Mr. Lee’s travel receipts (both hotel and air
8 travel) and a reimbursement check from Wicken Cure, LLC. See Travel Receipts for
9 April 2016 attached as **Exhibit A**.

10 Second, Mr. Lee’s credit card statement shows that by May 1, 2016, Mr. Lee was
11 back in Illinois – not in Arizona and not at a Bank of America in Arizona. See Lee April
12 credit card statement attached as **Exhibit B**. Mr. Lee also avowed in his Declaration
13 supporting the Motion to Strike that on May 1, 2016 he was in the Chicago, Illinois area.
14 See Declaration of Andrew Lee at ¶ 8.

15 Third, Mr. Lee never appeared before notary Maria D. Corrales. Counsel for Mr.
16 Lee had a subpoena duces tecum issued to Maria D. Corrales seeking copies of any and all
17 pages from her notary book containing the signature of Andrew Lee and any instances
18 where she had recorded notarizing Andrew Lee’s signature. See Corrales Subpoena
19 attached as **Exhibit C**. The Corrales Subpoena was personally served on Maria D.
20 Corrales on April 15, 2019. See Affidavit of Service attached as **Exhibit D**. The Corrales
21 Subpoena required production of any responsive documents by April 30, 2019. As of the
22 date of this response, Ms. Corrales has not produced any documents or copies of her
23 notary book showing that Andrew Lee ever appeared before her for notary services.

24 Fourth, despite maintaining the records for MMJ Apothecary, the Kirks have never

25 _____
26 ¹ Ironically, it appears Dr. Kirk – not Mr. Lee – is the person who made a false statement
under oath.

1 been able to produce the original of the May 1, 2016 document despite requests by
2 counsel. *See* Kirk Deposition transcript attached to Motion to Strike.

3 Given these proofs of inauthenticity, Mr. Lee has properly maintained that the May
4 1, 2016 document is a forgery. Indeed, in the excerpt from Mr. Lee's deposition cited as
5 support for Kirks' Motion, when shown the May 1, 2016 document Mr. Lee's testimony
6 was as follows:

7 Q: So the only reason that you're denying that
8 signature is yours is because there's a notary stamp on it?

9 A: Yes.

10 *See* Exhibit 1 to Kirks' Motion, Lee's November 13, 2017 deposition transcript at 29:4-7.
11 Mr. Lee maintained this same position in his testimony at the evidentiary hearing. *See*
12 Exhibit 1 to Kirks' Motion. This is also the position he maintained in his Declaration
13 supporting the Motion to Strike.

14 All of these sworn statements concern the May 1, 2016 document, which is a
15 forgery as indicated above. Therefore, in order to concoct a basis to hurl insults and seek
16 sanctions against Mr. Lee, the Kirk camp had to create a conflict out of whole cloth. That
17 is what they did here by dressing Mr. Lee's statements as though they referred to an
18 entirely separate document.

19 2. The August 16, 2016 documents.

20 The Kirks argue that "newly-discovered" and undisclosed documents demonstrate
21 that Mr. Lee's prior testimony and affidavits are allegedly false and show Mr. Lee
22 committed perjury. Nothing could be farther from the truth.

23 The newly discovered documents are two e-mails, each with an attachment, that
24 were sent by Mr. Lee on August 16, 2016. One of the e-mails forwarded an Amendment
25 to the Bylaws of MMJ Apothecary that is similar to the May 1, 2016 document, except for
26 the fact that it is undated and is signed only by Mr. Lee. *See* Exhibits A and B to the

1 Declaration of Randy Mitchell, as Exhibit 5 to the Motion. The other attachment to that e-
2 mail is a document dated August 16, 2016 wherein the board members acknowledge the
3 resignation of Ramina Ishak from the MMJ board. *See id.* This document is signed and
4 dated only by Andrew Lee.

5 The second newly-discovered e-mail contains an attachment that is a copy of Mr.
6 Lee's driver's license. *See* Exhibits C and D to the Declaration of Randy Mitchell, as
7 Exhibit 5 to the Motion.

8 Mr. Lee has never testified that the two documents dated August 16, 2016 contain
9 his forged signature or that those documents were not notarized. However, as a matter of
10 practice, it appears that the notary who stamped the August 16, 2016 documents likely
11 violated her obligations to have the signers personally appear before her and sign her
12 notary book. *See* Declaration of Amy Buchholz at ¶¶ 11-13, attached as Exhibit 6 to
13 Motion.

14 In fact, Mr. Lee generally agrees with the Declaration of Amy Buchholz, which
15 describes the rushed process the parties went through in August 2016 to renew the MMJ
16 Apothecary Dispensary Certificate with the Arizona Department of Health Services. *See*
17 *generally* Exhibit 6 to Motion. By August of 2016, Mr. Lee was aware that the Kirks
18 failed to remove themselves from the MMJ Board of directors as they had agreed to do at
19 the time of the sale transaction. Although Mr. Lee disagreed with the Kirks' position that
20 they were to remain Board Members after the closing, the members had to act to protect
21 their registration renewal with ADHS. Therefore, the fact that Mr. Lee signed the August
22 16, 2016 documents is evidence of nothing material to this dispute other than to confirm
23 that as of that date, the Kirks still had not removed themselves from the Board (whether in
24 accordance with or in violation of the parties' agreements). Whether the Kirks were
25 improperly or properly remaining on the MMJ Board is a fundamental issue in dispute in
26 this litigation.

1 Moreover, the fact that Mr. Lee sent a copy of his driver's license to MMJ via an
2 August 16, 2016 e-mail also does not prove that the license was used to obtain a notary
3 signature because each of the MMJ Board members was required to provide a copy of
4 their driver's license as part of the Certificate renewal process with ADHS. Again,
5 because the Kirks chose to redact the actual text of the e-mails, we don't know the
6 purpose for Mr. Lee sending his driver's license to MMJ. *See supra*.

7 Finally, Ms. Buchholz's Declaration further illustrates that had MMJ required or
8 requested a notarized signature from Mr. Lee while he was in Illinois, he could have
9 provided it. Attached as Exhibit A to the Buchholz Declaration is a Withdrawal of Partner
10 document dated May 1, 2016, signed by Ramina Ishac and Andrew Lee. Both signatures
11 are notarized by Zeff Asner a Notary Public in Illinois. In 2016, Mr. Asner was employed
12 by Mr. Lee and as part of his duties provided notary services to Mr. Lee and his
13 companies.

14 In summary, the Kirks provided no evidence that Mr. Lee ever testified that his
15 signatures on the August 16, 2016 documents were forged or that the documents were
16 otherwise falsified. All of Mr. Lee's statements were about the May 1, 2016 document.
17 Therefore, Mr. Lee has not perjured himself or made any misrepresentations to the Court.
18 For this reason alone, the Motion should be denied and fees awarded to Mr. Lee.

19 **II. ARGUMENT**

20 **A. There has been no disclosure violation.**

21 As noted above, the parties have not formally engaged in the Rule 26.1 disclosure
22 process to date and no scheduling order is in place. The Kirks' entire argument regarding
23 non-disclosure and Rule 26.1 violations concerns allegations that in the lead up to the
24 hearing on the temporary restraining order in December 2017, that the parties' exchanges
25 did not (allegedly) include the August 16, 2016 e-mails attaching the documents signed by
26

1 Mr. Lee.² See Motion at p. 8.

2 Notably, the Kirks admit that the actual signed August 16, 2016 documents were
3 disclosed – just not the transmittal e-mails. See Motion at p. 8, ls. 14-15 (“They only
4 produced the signed attached document with his two signatures, that was marked as
5 Exhibit 8 to his deposition.”). But the Kirks then attempt to implicate Mr. Lee’s failure to
6 disclose the August 16, 2016 transmittal e-mails as evidence of Mr. Lee’s alleged
7 misrepresentations under oath when all of the testimony and sworn statements concern the
8 veracity of the May 1, 2016 document – not the August 16, 2016 documents. See Motion
9 p. 9, ls. 1-11 (“It evidences the document which he maintained was a forgery for the past
10 18 months, was in fact genuine....”). This is the misrepresentation to the Court.

11 Moreover, the Kirks then attempt to infer that the August 16, 2016 documents
12 signed by Mr. Lee were not provided to them despite the fact that lines earlier they
13 acknowledge that the August 16, 2016 document was used as an Exhibit in Mr. Lee’s
14 deposition. Compare Motion at p. 9, ls. 6-11 (“Had these e-mails and attachments been
15 fully produced by him and his attorneys....”) and Motion p. 10 at ls. 3-5 (“... Lee
16 intentionally failed to disclose the two e-mails and their attachments in compliance with
17 Rule 26.1, which made his attorney’s disclosure of Exhibit 8 inaccurate.”) with Motion at
18 p. 8, ls. 14-15 (“They only produced the signed attached document with his two
19 signatures, that was marked as Exhibit 8 to his deposition.”). This is another attempt at
20 misdirection.

21 There is no basis for sanctions at this juncture because the parties have yet to
22 formally engage in the Rule 26.1 disclosure process. Even so, the Kirks are unable to
23 demonstrate that their failure to possess the August 16, 2016 transmittal e-mails has
24 prejudiced them in any way. The transmittal e-mails are not “damaging information.”

25 ² Undersigned counsel has seen no indication that the parties exchanged Rule 26.1
26 disclosure statements in advance of the evidentiary hearing on the temporary restraining
order.

1 From the outset, the Kirks have had the documents attached to those e-mails – even using
2 them at Mr. Lee’s deposition and in the hearing on the temporary restraining order. Mr.
3 Lee has never disputed signing the August 16, 2016 documents attached to the e-mails
4 (although he disputes that the Kirks had any continuing right to serve on the Board of
5 MMJ Apothecary at that time and to this day). The fact of the signed documents
6 transmitted by Mr. Lee to MMJ is not “damaging” in any way, when the existence of
7 those documents is not disputed.

8 **B. Sanctions under A.R.S. § 12-349(A) are merited against Kirks.**

9 As demonstrated above, the only parties that should be sanctioned at this juncture
10 are the Kirks. It is the Kirks who, by filing this Motion, “unreasonably expand[ed] or
11 delay[ed this] proceeding” and sought to “harass” Mr. Lee. A.R.S. § 12-349(A).

12 As demonstrated above, the Kirks misused Mr. Lee’s testimony and declaration to
13 claim that he declared the August 16, 2016 documents a forgery, when in reality Mr. Lee
14 has never disavowed the August 16, 2016 documents and all of his statements pertain to
15 the May 1, 2016 document.

16 It is the Kirks who gave the Court the impression that they never received the
17 August 16, 2016 documents or had never seen the fully executed August 16, 2016 Bylaw
18 Amendment, when those had been in their possession from the outset. But for this
19 duplicitous allegation, the instant Motion and its companion Order to Show Cause would
20 never have been filed.

21 **C. No forensic discovery is merited or warranted at this juncture.**

22 The parties need to move on with the merits of this dispute and begin operating
23 under a pre-trial scheduling order. At that juncture, the parties can make their formal Rule
24 26.1 disclosures, exchange any supplemental discovery, and follow with any written
25 discovery or depositions necessary. If any party feels that it has not received full
26 disclosures or that there is some basis for further forensic analysis, they should be allowed

1 to address that with the Court in the ordinary course. Until such time as the parties
2 actually move to the disclosure and discovery phase, the Kirks' request to forensically
3 invade the Lees' computer systems is premature and is nothing more than harassment.

4 **III. conclusion**

5 For all of the foregoing reasons, the Kirks' Motion for Case Ending Sanctions
6 should be denied in its entirety and the Lees request an order awarding the attorneys' fees
7 against Kirks or their counsel incurred in responding to the Motion and the Application
8 for Order to Show Cause.

9 DATED this 28th day of May, 2019.

11 FENNEMORE CRAIG, P.C.

13 By /s/ J. Christopher Gooch

14 J. Christopher Gooch
15 Attorneys for Counterdefendants
Andrew and Lois Lee

16 E-filed this 28th day of May, 2019, with:

17 Clerk of the Court
18 Maricopa County Superior Court
<http://www.azturbocourt.gov/>

19 Copy transmitted via eFiling system to:

20 Honorable Bruce Cohen

21 Copy of the foregoing mailed
22 this 28th day of May, 2019, to:

23 Peter S. Davis, Receiver
24 Simon Consulting, LLC
25 3101 North Central Avenue, Suite 670
26 Phoenix, AZ 85012
pdavis@simonconsulting.net
Receiver of MMJ Apothecary, G.P.
Wicken Cure, LLC

1 Ryan W. Anderson
2 Guttilla Murphy Anderson, P.C.
3 5415 E. High Street, Suite 200
4 Phoenix, AZ 85054
5 randerson@gamlaw.com
6 Attorneys for Court Appointed Receiver
7 Peter S. Davis
8
9 Dennis I. Wilenchik
10 Tyler Q. Swensen
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Attorneys for Counterdefendants
Andrew and Lois Lee

SUPERIOR COURT OF ARIZONA

MARICOPA COUNTY

MMJ APOTHECARY, GP, an Arizona
general partnership doing business as
HASSAYAMPA ALTERNATIVE
HEALTH; WICKEN CURE, LLC, an
Arizona limited liability company,

Plaintiffs,

v.

EOM&D MANAGEMENT, LLC, an
Arizona limited liability company;
EDWARD KIRK and OLIVIA KIRK,
husband and wife,

Defendants.

EOM&D MANAGEMENT, LLC, an
Arizona limited liability company;
EDWARD KIRK and OLIVIA KIRK,
husband and wife,

Counterclaimants,

v.

ANDREW LEE and LOIS LEE, husband
and wife; JOHNY NAMROUD and JANE
DOE NAMROUD, husband and wife; and
JIMMY KHIO and JANE DOE KHIO;
husband and wife;

Plaintiffs/Counterdefendants.

Case No. CV2017-055732

**RESPONSE TO KIRKS'
APPLICATION FOR ORDER TO
SHOW CAUSE WHY
COUNTERDEFENDANTS SHOULD
NOT BE HELD IN CONTEMPT AND
SANCTIONED**

(Assigned to Hon. Bruce Cohen)

1 Andrew and Lois Lee ("Lee") hereby respond in opposition to Kirks' Application
2 for Order to Show Cause Why Counterdefendants Should Not Be Held in Contempt and
3 Sanctioned. Lee incorporates fully, as though it were restated here, its Response to Kirks'
4 Emergency Motion for Case Terminating Sanctions because both the Motion and the
5 Application arise from the same set of facts and arguments.

6 The Kirks are alleging that the discovery of two August 16, 2016 e-mails by Mr.
7 Lee to the administrators at MMJ Apothecary somehow alter the facts in dispute in this
8 case. They do not. The two August 16, 2016 e-mails each had attachments. The
9 attachments have been in the possession of both parties from the outset of this dispute and
10 were used as exhibits during early depositions and an evidentiary hearing. Mr. Lee has
11 never disavowed his signatures on the documents attached to the August 16, 2016 e-mails.

12 Kirks' attorneys wrongfully argue that the signatures on these documents somehow
13 are dispositive proof that Lee has no basis to allege the Kirks agreed to remove
14 themselves from the Board of Directors of MMJ Apothecary. Nothing could be farther
15 from the truth. From the outset, Mr. Lee maintained that: (1) the Wicken Cure, LLC
16 buyers never intended for the Kirks to remain on the Board once the sale transaction
17 closed; (2) months after the closing, Mr. Lee discovered that the Kirks failed to remove
18 themselves from the Board; (3) in August 2016, in order to renew the MMJ Apothecary
19 license with Arizona Department of Health Services, the company had to inform ADHS
20 the then current make-up of the Board, which as a factual matter included the Kirks at that
21 time (at the disagreement of Mr. Lee and the other Wicken members). The existence of
22 the August 2016 documents (or the fact of their transmittal by Mr. Lee) does nothing to
23 resolve this dispute.

24 In an effort to create an appearance of impropriety, Kirks' attorneys go on to assert
25 that Mr. Lee has previously "commit[ed] perjury and a fraud upon the Court," which
26 should merit the "most severe sanctions." Application at p. 2. Kirks' attorneys refer to

1 deposition and hearing testimony where Mr. Lee claims an exhibit is a forgery. Yet, all of
2 Mr. Lee's sworn statements regarding forgery concern a May 1, 2016 notarized document
3 – not the August 16, 2016 documents. Mr. Lee has never disavowed the August 16, 2016
4 documents or his signatures (although he admits that he did not appear before the notary
5 who stamped the document).¹ Therefore, there has been no misconduct by Mr. Lee that
6 would merit any sanction.

7 Finally, as to Kirks' request for expansive discovery sanctions based on the alleged
8 abuse of the disclosure and discovery process, Kirks' request is pre-mature. Undersigned
9 counsel is not aware of any Rule 26.1 disclosure statement made by any party to date
10 (other than Mr. Lee). There is no scheduling order in place. Therefore, there are no
11 discovery or disclosure deadlines. At this stage, there is no basis for the Court to order
12 involuntary turnover of electronic devices for forensic analysis. Moreover, there is
13 certainly no basis for the Court to extend such an order to Mr. Lee's family members, who
14 are not even parties to this lawsuit.

15 Because there has not been any formal disclosure, the Kirks have no basis to allege
16 that there has been some nefarious or negligent destruction of any electronically stored
17 data that would otherwise be subject to preservation. So again, the Kirks' request is pre-
18 mature and the Application should be denied.

19 As with the response to the Motion for Case Ending Sanctions, the Lees request
20 award of their reasonable attorneys' fees and costs incurred in responding to both the
21 Application and the Motion because both were filed based on false pretenses and with the

22 ...

23 ...

24 ...

25 _____
26 ¹ Mr. Lee largely agrees with the Declaration of Amy Buchholz (attached as Exhibit 4 to the Application).

1 intent to mislead or confuse the Court as to Mr. Lee's testimony and sworn statements.

2 DATED this 28th day of May, 2019.

3 FENNEMORE CRAIG, P.C.

4
5 By /s/ J. Christopher Gooch
6 J. Christopher Gooch
7 Attorneys for Counterdefendants
Andrew and Lois Lee

8 E-filed this 28th day of May, 2019, with:

9 Clerk of the Court
10 Maricopa County Superior Court
<http://www.azturbocourt.gov/>

11 Copy transmitted via eFiling system to:

12 Honorable Bruce Cohen

13 Copy of the foregoing emailed
14 this 28th day of May, 2019, to:

15 Peter S. Davis, Receiver
16 Simon Consulting, LLC
3101 North Central Avenue, Suite 670
Phoenix, AZ 85012
pdavis@simonconsulting.net
17 Receiver of MMJ Apothecary, G.P.
18 Wicken Cure, LLC

19 Ryan W. Anderson
20 Guttilla Murphy Anderson, P.C.
5415 E. High Street, Suite 200
Phoenix, AZ 85054
randerson@gamlaw.com
21 Attorneys for Court Appointed Receiver
22 Peter S. Davis

23 Dennis I. Wilenchik
24 Tyler Q. Swensen
Wilenchik & Bartness, PC
2810 North Third Street
Phoenix, AZ 85004
25 admin@wb-law.com
26 Attorneys for Defendants/Counterclaimants

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Janet Kando, Mary DeSloover, David Mando and
Dr. Sundos Hamza

Wade M. Burgeson
Engelman Berger, P.C.
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alishko@maypotenza.com
Attorneys for SSW Investments I, LLC

/s/ Debbie Riffle

14872924.1

Exhibit No. 3

Case No. CV2017-055732

For Identification:

DEF 7/22/2021

In Evidence:

PLF 8/4/2021

Clerk of Superior Court

By: A. Meza

(Deputy Clerk)

Exhibit J

**LIMITED LIABILITY COMPANY
MEMBERSHIP INTEREST
PLEDGE AGREEMENT**

THIS AGREEMENT is made as of the date of the Closing of that certain Agreement to which this Exhibit J is attached, by and between **Wicken Cure L.L.C., an Arizona limited liability company and its undersigned and future Members, individually and collectively hereinafter referred to as "Pledgor", and EOM&D Management, LLC, an Arizona limited liability company, hereinafter referred to as "Pledgee".**

WITNESSETH:

WHEREAS, Pledgor owns or recently has agreed to acquire certain assets described in the above described Agreement and the right to designate members of the Board of Directors of MMJ Apothecary dba Hassayampa Alternative Health ("HAH") and

WHEREAS, Pledgee has agree to loan Pledgor the sum of Two Million Five Hundred Dollars (\$2,500,000.00) as part of the transaction whereby Pledgor has or will acquire rights in HAH and Pledgee's assets; and

WHEREAS, as a condition of said transaction, Pledgee requires Pledgor to pledge their Membership Interests in Wicken Cure, L.L.C. and to deposit the same with Pledgee, as security for repayment of Pledgor's obligations under the Promissory Note described hereinabove and as security for the payment of other obligations associated with operating HAH.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants hereinafter contained, the parties hereto agree as follows:

1. **Pledge.** Pledgor hereby grants a security interest to the Pledgee in his **entire Membership Interest in Wicken Cure, L.L.C. (the "Company") an Arizona limited liability company, (whether or not other evidence thereof is delivered to the Pledgee).** Pledgor hereby appoints Pledgee as his attorney to arrange for the transfer of the pledged Membership Interest on the books of the Company to the name of the Pledgee in accordance with this Agreement, if the same becomes necessary. Pledgee shall hold the pledged Membership Interest as security for the payment of the Promissory Note(s) executed by Pledgor, a copy of the first one of which attached to the above described Agreement as Exhibit G. Pledgee shall not encumber or dispose of said Membership

Interest, except in accordance with the provisions of paragraph 7 of this Agreement.

2. Profits. During the term of this pledge, if Pledgor is not in default under this Agreement and is not in default under the Promissory Note(s), all profits and other amounts receivable and/or received by the Pledgor, as a result of Pledgor's record ownership of the pledged Membership Interest, shall be the property of Pledgor.

3. Voting Rights. During the term of this pledge, and provided that Pledgor is not in default in the performance of any of the terms of this Agreement or in the payment of the principal or interest due on the above described Promissory Note(s), Pledgor shall have the right to vote the pledged Membership Interest on all business matters. Pledgee shall have the right to vote the pledged Membership Interest immediately after any default by Pledgor.

4. Adjustments. In the event that during the term of this pledge any additional Membership Interest in the Company is issued or there is any dividend, reclassification, re-adjustment, or other change is declared or made in the capital structure of the Company, all new, substituted, or additional Membership Interest(s) or other securities issued to Pledgor, by reason of any such change and/or in lieu of the pledged Membership Interest, shall be pledged to Pledgee in the same manner as the Membership Interest originally is pledged in accordance with this Agreement.

5. Warrants and Rights. In the event that during the term of this pledge, Pledgor exercises any subscription warrants or any other rights or options which may be issued in connection with the pledged Membership Interest, all new Membership Interest or other securities so acquired by the Pledgor shall be immediately assigned to the Pledgee to be held under the terms of this Agreement in the same manner as the Membership Interest originally pledged hereunder.

6. Payment of Note(s). Upon payment of the principal and interest due under the above described Promissory Note(s) and/or any replacement Promissory Notes, together with all other costs, fees and monies then due and owing for any reason by Pledgor to Pledgee, if any, Pledgee shall transfer to Pledgor all certificates and other evidence of pledged Membership Interest(s) and all other shares, securities and rights received by Pledgee and this Agreement shall terminate.

7. Default. In the event that the Pledgor defaults in the performance of any of the terms of this Agreement or any other agreement by and between Pledgor and Pledgee or by and between Pledgor and the Company including, but not limited to the above described Agreement and if such default shall continue for five (5) days or, if Pledgor defaults in the payment of the principal or interest under the Promissory

Note(s), Pledgee shall offer, at public sale, all of the Membership Interest(s) of the Company pledged to it. Notice of foreclosure and all other statutory requirements are waived by the Pledgor to the extent permitted by law, except that the Pledgee shall give Pledgor at least ten (10) days prior written notice of the time and place of such sale. Pledgee may purchase the Membership Interest at such sale. The proceeds of the sale shall be applied first to pay the expenses of conducting the sale, including reasonable attorney fees incurred in connection therewith, then to pay any sums due from Pledgor to the Pledgee under the Promissory Note(s) or for any other reason. Any surplus then remaining after paying the unpaid debts of the Company and after making reasonable allowances for the payment of the debts of Pledgor and/or the Company shall be paid to Pledgor.

8. Construction. The terms and provisions of this Agreement shall be governed by the laws of the State of Arizona.

9. Consent. Wicken Cure, L.L.C. hereby consents to the terms and conditions of this Membership Interest Pledge Agreement and agrees to abide by its terms and conditions.

PLEDGOR



Andrew Lee



Ramina Ishac



Roula Harris



Johnny Namroud

PLEDGEE

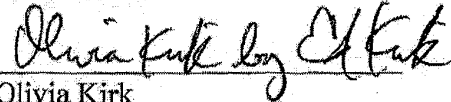
EOM&D Management, LLC
by the undersigned Members and
Duly Authorized Agents



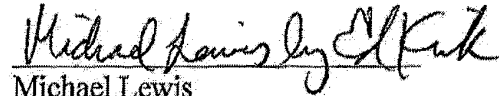
David Echeverria



Edward Kirk



Olivia Kirk



Michael Lewis

CONSENT

The undersigned Arizona limited liability company hereby consents to this Membership Interest Pledge Agreement and to the pledging by Pledgor to Pledgee of his/her Membership Interest(s) in accordance with the terms and conditions set forth therein.

Wicken Cure, L.L.C., by the
undersigned Members and Duly
Authorized Agents



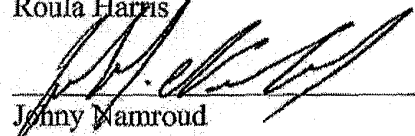
Andrew Lee



Ramina Ishac



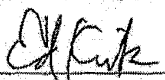
Roula Harris



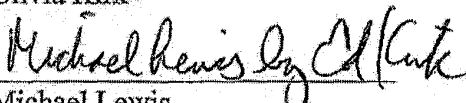
Jonny Mamroud

Duly Authorized Agents


David Echeverria


Edward Kirk

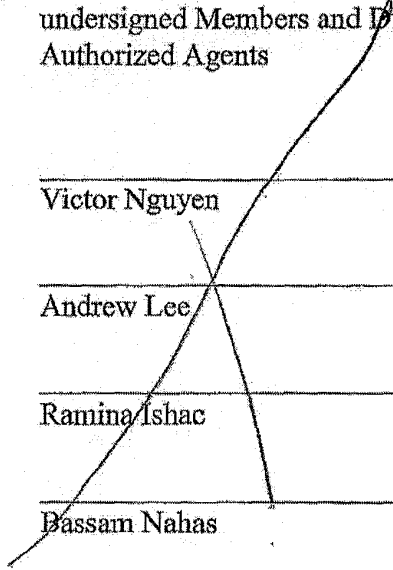

Olivia Kirk


Michael Lewis

CONSENT

The undersigned Arizona limited liability company hereby consents to this Membership Interest Pledge Agreement and to the pledging by Pledgor to Pledgee of his/her Membership Interest(s) in accordance with the terms and conditions set forth therein.

Pure Cure, L.L.C., by the
undersigned Members and Duly
Authorized Agents


Victor Nguyen

Andrew Lee

Ramina Ishac

Dassam Nahas

Exhibit No. 5

Case No. CV2017-055732

For Identification:

DEF 7/22/2021

In Evidence:

DEF 8/2/2021

Clerk of Superior Court

By: A. Meza

(Deputy Clerk)

AGREEMENT

between

**MMJ Apothecary dba Hassayampa Alternative Health,
EOM&D Management, LLC, EOM&D Products, Inc.**

and

Andrew Lee, Ramina Ishac, Roula Harris, Johny Namroud

THIS AGREEMENT made and entered into on this 22nd day of April, 2015, in Maricopa County, Arizona, by and between David Echeverria, Edward Kirk, Olivia Kirk and Michael Lewis, individually (hereinafter sometimes referred to, collectively, as "Partners") and collectively as the general partners in MMJ Apothecary dba Hassayampa Alternative Health (hereinafter sometimes referred to as "HAH"); EOM&D Management, LLC, an Arizona Limited Liability Company (hereinafter sometimes referred to as "EOM&D Management"); EOM&D Products, Inc, an Arizona Corporation, (hereinafter sometimes referred to as "EOM&D Products"); and **Andrew Lee, Ramina Ishac and Roula Harris, Johny Namroud (hereinafter sometimes referred to as "PC")**.

RECITALS:

WHEREAS, Partners are the sole partners, owners, voting directors, voting officers and operators of a certain Arizona general partnership that holds the necessary local and State of Arizona consents to operate a medical marijuana dispensary, with cultivation rights, known as MMJ Apothecary dba Hassayampa Alternative Health (hereinafter sometimes referred to as "HAH"); and

WHEREAS, HAH holds Registration Certificate Identification Number: 00000062DCAY00861940, issued by the Arizona Department of Health Services

("DHS"), on April 1, 2014, and Approvals to Operate ("ATO") a medical marijuana dispensary located at 1175 W. Wickenburg Way, Suite 3, 4 5, Wickenburg, Arizona 85390 and to cultivate medical marijuana at 3550 Sabin Brown Road, Suite 4, 5, Wickenburg, Arizona 85390; and

WHEREAS, PC desires to acquire 100% of the Partners' partnership interests in and voting rights in HAH, together with 100% of Partners' rights to own and operate a medical marijuana dispensary and medical marijuana cultivation location in the State of Arizona; and

WHEREAS, EOM&D Management, LLC has entered into an oral contractual agreement with HAH, whereby EOM&D Management has the right to operate the dispensary at issue; and

WHEREAS, PC desires to acquire all of EOM&D Management's assets and rights; and

WHEREAS, EOM&D Products has entered into a contractual agreement with HAH, whereby EOM&D Products has the right to manage HAH cultivation facility; and

WHEREAS, PC desires to acquire all of EOM&D's Products assets and rights; and

WHEREAS, HAH, EOM&D Management and EOM&D Products and PC (collectively the "parties" to this Agreement) acknowledge, respectively, that the Recitals set forth in this Agreement are true and correct to the best of their actual knowledge, and consent to the terms and conditions set forth in the remainder of this Agreement;

NOW, THEREFORE, in consideration of the Recitals and mutual promises

contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree, as follows:

WITNESSETH:

1. Incorporation of Recitals.

The Recitals set forth herein above are incorporated in this paragraph by this reference.

2. Compliance with Arizona Law.

The parties hereby agree to comply with Arizona law at all times. Consequently, if any portion of this Agreement can be interpreted to be in violation of Arizona law, the Arizona Medical Marijuana Act (AMMA), the Department of Health Services rules or regulations, it shall be modified (or voided and rescinded and Partners, EOM&D Management and EOM&D Products shall return all funds received, directly or indirectly, and the parties returned to the *status quo ante*) in ways that will preserve HAH's medical marijuana licenses and rights to distribute and produce medical marijuana in the State of Arizona. Examples of potential modifications include, but are not limited to, prohibiting changes in the composition of HAH's Board of directors and officers, location(s) or operations and/or changes in Partners' right to make decisions for HAH.

3. Transfer of All Interest and Rights in HAH.

Upon the date of "Closing" or thereafter, from time-to-time, as directed by PC, and subject to Arizona law, rules and regulations, Partners David Echeverria, Edward Kirk, Olivia Kirk and Michael Lewis shall resign from their positions as general partners, officers

and as voting directors of HAH. Before resigning, the Partners shall vote to (and hereby agree to) replace themselves with designees selected by PC to serve as partners and/or directors and officers of HAH. Partners shall also automatically convey all of their partnership interest in HAH to PC and/or to PC's designees at the Closing, free and clear of all obligations, taxes and liens whatsoever, except for the security instruments and proxies described in this Agreement. Partners will execute the attached *Bill of Sale*, **Exhibit A**, at the Closing or thereafter, when requested by PC. Partners hereby agree to execute the attached *Irrevocable Proxies in favor of PC*, **Exhibit E** at the Closing. Thereafter, the undersigned Partners shall consult with PC and vote for and against taking or refraining from causing HAH to act or fail to act, as directed by PC, in PC's sole discretion, without additional compensation to any Partners, unless otherwise set forth in this Agreement or in a separate written contract.

4. Operation of Dispensary and Cultivation Location

Unless agreed otherwise, the parties hereby acknowledge that all of EOM&D Management's rights to operate the dispensary and to engage in any and all other aspects of HAH's businesses shall automatically terminate on day of closing. Unless agreed otherwise, the parties hereby acknowledge that all of EOM&D Product's rights to operate the dispensary's cultivation location and to engage in any and all other aspects of HAH's businesses shall automatically terminate on day of closing, assuming the transfers contemplated herein have in fact closed. However, and only to the extent required to comply with the AMMA, PC's authority shall not be unlimited and shall be subject to the

approval of HAH, Partners, EOM&D Management and/or EOM&D Products, which approval(s) shall not be unreasonably withheld or delayed.

5. Post Closing Assistance from Edward Kirk, DDS.

Edward Kirk further agrees to assist PC subsequent to the Closing into perpetuity with regard to the operations of HAH, pursuant to the terms and conditions outlined in the attached *Consulting Agreement*, **Exhibit F**.

6. Change of Control.

Prior to the release of escrow, PC agrees to act in a reasonably prompt and judicious manner, in order to remove David Echeverria, Olivia Kirk, Edward Kirk and Michael Lewis as partners, officers and/or directors of HAH, replacing them with Andrew Lee, Ramina Ishac, Johny Namroud and/or Roula Harris and/or PC's nominees. In addition, the parties acknowledge that they must comply with all laws, rules and regulations in force and effect in the State of Arizona when substituting new partners, officers and/or directors of HAH. Delay and/or refusal of consent from DHS shall not be valid grounds for claiming a breach of contract, unless Partners do not cause HAH to abide by the reasonable, lawful directives of PC.

7. Included Assets.

The purchase price includes all assets of HAH, EOM&D Management and EOM&D Products, including all leasehold improvements, monies on account as of date of closing, but prior to taking possession, and all cannabis products that have been inventoried and that are available as of the date of the closing. The Partners hereby represent and warrant

that HAH, EOM&D Management and EOM&D Products are the owners of all of the assets listed in the attached *Lists of Included Assets*, Exhibit C. All assets listed in Exhibits D shall be in "AS IS" condition and shall be free and clear of liens, except as listed in said Exhibits at Closing. Included Assets include, but are not limited to all trademarks, trade names, service marks, advertising names, designs, slogans and intellectual property currently owned and/or used by HAH, EOM&D Management and EOM&D Products, and together with the good will, and together with certain originals or copies of the relevant books and records and correspondence files of HAH, EOM&D Management and EOM&D Products, written, digital, electronic and/or in other forms, subject to Partners' rights to make copies of said books and records at any time upon reasonable notice to HAH. The Included Assets do not include the names, EOM&D Management or EOM&D Products.

EOM&D Partners hereby represent and warrant that the respective parties are the lessee of all of the real and/or personal property and assets listed in the attached *List of Leased Assets*, Exhibit E. All of said assets shall be in "AS IS" condition and shall be free and clear of liens, except as listed and described in said Exhibits at Closing.

8. Purchase Price.

The total purchase price for the general partnership interests in HAH and the included assets shall be in the amount of Three Million Seven Hundred Thousand Dollars (\$3,700,000.00), payable as follows:

Ten Thousand Dollars (\$10,000.00) which is non-refundable but which shall be credited to PC at closing and shall be deposited and held into Jeffrey S. Kaufman, Ltd's

Trust account. In addition, the sum of One Hundred Thousand Dollars (\$100,000.00) which is non-refundable, has been deposited as additional Earnest Money, into Jeffrey S. Kaufman, Ltd.'s trust account;

One Million Ninety Thousand Dollars (\$1,090,000.00) by wire transfer prior to or at Closing; and

Two Million Five Hundred Thousand Dollars (\$2,500,000.00), pursuant to the terms of the attached *Promissory Note*, **Exhibit G**.

Full payment to sellers shall be secured by the attached *Chattel Security Agreements* **Exhibit H**, *Uniform Commercial Code Financing Statement (UCC-1)*, **Exhibit I**, and *Membership Interest T-PC Pledge Agreement*, **Exhibit J**, executed by PC and/or the new partners, officers and directors of HAH.

9. Closing.

The "Closing" of the transaction contemplated by this Agreement shall occur at the offices of Jeffrey S. Kaufman, Esq., on or before April 30, 2015, before 5:00 P.M. Time being of the Essence.

10. Books and Records.

Prior to the Closing, Partners will provide and/or have provided PC and its representatives, employees, and agents with complete access, during normal business hours, to all of HAH's, EOM&D Management's and EOM&D Product's books and records relating to their respective medical marijuana businesses and will furnish PC with any and all additional information reasonably requested by PC (subject to HIPPA restrictions)

pertaining to Partners' operation of the businesses, including records pertaining to numbers of customers, gross receipts, accounts receivable, correspondence, profits, advertising and all other related records and files which are of current or continuing value in the operation of the businesses. Said books and records shall be turned over to PC and shall remain in PC's possession after the Closing. Partners shall, for a period of ten (10) years after the Closing, have reasonable access to all materials transferred to PC prior to the Closing.

11. Monthly Payments.

In accordance with the terms of the Note, PC shall remit to the Partners the sum of Fifty Thousand (\$50,000.00) per month, commencing on November 1, 2015 and on the first of the month thereafter until the balance of Two Million Five Hundred Thousand (\$2,500,000.00) is paid in full.

12. Confidentiality.

The contents of this Agreement as well as the substance of negotiations leading up to its formation and all financial statements and data furnished by either party to the other in connection with the transactions contemplated by this Agreement shall be regarded by the recipients thereof as confidential information and they shall not divulge any such information received to any other person or entity, including, but not limited to HAH's customers and suppliers, except for the purpose of enforcing this Agreement and except for disclosure required by applicable laws, regulations or other public bodies.

13. Non-Disparagement. The parties hereby agree that they will forever refrain from making any negative or disparaging statements of fact or opinion about each other,

their principals and/or their method of transacting business to any third party whatsoever, after the execution of this Agreement, except to the extent that a party may be required to testify under oath. The terms of this paragraph shall survive the Closing of this transaction. The terms of this paragraph may be enforced by injunctive relief and/or by seeking damages against any person or party that violates this paragraph.

14. Warranties of HAH, Partners, Management and Products.

HAH, Partners, EOM&D Management and EOM&D Products hereby represent and warrant to PC, as follows:

(a) HAH is an Arizona non-profit partnership in good standing. David Echeverria, Olivia Kirk, Edward Kirk and Michael Lewis are the sole partners, voting directors and officers of HAH.

(b) HAH holds a *Dispensary Registration Certificate and two Authorizations to Operate (ATO's)* issued by the Arizona Department of Health Services, attached **Exhibit B**. The certificate and the ATO's permit HAH to grow and sell medical marijuana throughout the State of Arizona from its dispensary and/or through its cultivation location which are both located in Wickenburg, Arizona.

(c) HAH has the exclusive right to use the trade name MMJ Apothecary dba Hassayampa Alternative Health in the State of Arizona, together with all trademarks, service marks, designs, and slogans now being used by HAH. HAH does not transact business under any other name.

(d) HAH and EOM&D Management have entered into an oral management

agreement, whereby EOM&D Management is the sole manager of HAH's dispensary. This management agreement will terminate immediately upon the Closing.

(e) HAH and EOM&D Products have entered into an oral management agreement, whereby EOM&D Products is the sole manager of HAH's cultivation facility. The management agreement will terminate immediately upon the Closing.

(f) HAH, Partners, EOM&D Management and EOM&D Products hereby warrant and represent to PC that they have entered into no written contract with vendors or customers of the respective businesses, except these set forth in the Exhibits to this Agreement.

(g) All of HAH's, Partners', EOM&D Managements' and EOM&D Products' employees and agents are "at will" employees and agents and can be terminated without notice or penalty, except for State of Arizona unemployment compensation benefits.

(h) All of HAH's, Partners' and EOM&D Managements' EOM&D Products' accounts payable, as well as any and all state and federal tax liabilities accrued through the date of closing, and all of their obligations arising prior to the Closing shall be paid promptly by HAH, Partners, EOM&D Management and/or EOM&D Products prior to the Closing. The parties agree that it may be difficult to assess certain taxes, both state and federal. This paragraph shall survive the closing and the parties agree that the parties shall each remain responsible for and shall pay their proportionate share of any and all taxes so due. There are no absolute or contingent liabilities of any type whatsoever (including, but not limited to employment contracts or state or federal taxes) incurred by HAH, Partners,

EOM&D Management and/or EOM&D Products up to the Closing in the operation of the businesses which shall be outstanding or which shall be transferred hereunder to PC in any manner whatsoever, except as specifically described in this Agreement and except for requirements of the Arizona Department of Health Services' medical marijuana program.

(i) Any obligations of HAH, Partners, EOM&D Management and/or EOM&D Products arising out of their operation of the businesses prior to Closing becoming known to either party or remaining unpaid after Closing shall be paid promptly by HAH, Partners, EOM&D Management and/or EOM&D Products within forty-eight hours after their becoming known to either party.

(j) There is no litigation, proceeding or investigation pending, to the knowledge of HAH, Partners, EOM&D Management and/or EOM&D Products which might result in any adverse change in the business or prospects or conditions (financial or otherwise) of HAH, the businesses or any of the assets to be transferred to PC hereunder, or which threatens the validity of any action taken or to be taken, pursuant to, and/or in connection with the provisions of this Agreement, or which would have an effect upon PC's reasonable decision to enter into this Agreement; and HAH, Partners, EOM&D Management and/or EOM&D Products do not know of, or have reasonable ground to know of any basis for any such litigation, proceeding, and/or investigation.

(k) HAH, Partners, EOM&D Management and/or EOM&D Products hereby warrant and represent to PC that David Echeverria, Olivia Kirk, Edward Kirk and Michael Lewis are the sole partners in HAH, the sole Members of EOM&D Management and the

sole Member of EOM&D Products, both of which are Member-managed Arizona limited liability companies, in good standing; each of these individuals are duly authorized to approve, execute and deliver, and at the Closing date will be duly authorized to perform this Agreement; and the execution and delivery of, and performance under this Agreement will not conflict with, result in a breach of, or constitute a default under, any provisions of law or any existing agreement, or other instrument to which HAH, Partners, EOM&D Management and/or EOM&D Products is a party, or by which their properties or licenses may be bound or affected.

(l) There has been no material change in the condition in HAH's business, financial or otherwise, no labor disputes or any other event or condition of any character, materially adversely affecting the business or future prospects of HAH other than normal changes occurring in the ordinary course of business, which changes have not had and will not have an adverse material effect upon the business, properties or financial condition of the business, except as described in in this Agreement.

(m) HAH, Partners, EOM&D Management and EOM&D Products have filed or caused to be filed all state and federal tax returns required by law with respect to the operation and properties of the businesses and have paid or caused to be paid all taxes which have become due. In the event that said returns have not been filed and/or taxes not paid due to the immediate nature of these transactions, they shall be promptly filed and paid by HAH, Partners, EOM&D Management and/or EOM&D Products, promptly after Closing.

(n) No representation or warranty by HAH, Partners, EOM&D Management and/or EOM&D Products in this Agreement, and no statement, list or certificate furnished or to be furnished by any of them pursuant hereto, or in connection with the transactions contemplated, hereby contains or will contain any untrue statement of a material fact, or omits or will omit to state a material fact necessary in order to provide the PC with complete and accurate information as to the assets and financial standing HAH, Partners, EOM&D Management and/or EOM&D Products and/or of the businesses as operated by Partners.

(o) After DHS approves the changes to the partners and or Board of directors of HAH, PC's designees will be the only partners of HAH and will hold One Hundred (100%) Percent of votes and One Hundred (100%) Percent of voting rights on HAH's partners and Board of Directors.

15. Warranties of PC.

(a) PC hereby warrants and represents to HAH, Partners, EOM&D Management and EOM&D Products that PC is an Arizona limited liability company, in good standing, and is duly authorized to execute and deliver, and at Closing will be duly authorized to perform this agreement; and the execution and delivery of, and performance under this Agreement by PC will not conflict with, result in a breach of, or constitute a default under any provision of law or any existing agreement, indenture or other instrument to which PC is a party, or by which PC or its properties may be bound or affected.

(b) Andrew Lee, Ramina Ishac and Bassam Nahas are currently the sole

Members of PC.

(c) PC and its Members acknowledge being advised that marijuana is listed as a Schedule I substance under the Federal Controlled Substances Act. Possession, cultivation and sale of marijuana and substances that contain marijuana are illegal under federal law. Notwithstanding, the parties agree that they shall not raise the illegality as a defense and/or claim in the event of any litigation between the parties.

(d) PC expressly acknowledges and represents that it is familiar with the types of businesses in which HAH, EOM&D Management and EOM&D Products are engaged and the risks associated with marijuana cultivation and distribution, despite the passage of the Arizona Medical Marijuana Act ("AMMA"). PC has made its own independent evaluation of the risks involved in these businesses. PC is aware that the success of each business depends upon market and other forces beyond Partners', EOM&D Management's and EOM&D Products' control which could become adverse and result in the failure of the businesses.

PC further acknowledges that it has been provided an opportunity to inspect the business premises, the records and the assets of the businesses and that, upon the execution of this Agreement, it will have been given a full and complete opportunity to inspect the business premises and the records and the assets of the business to the extent that it deems necessary and advisable. PC further acknowledges that it has been given sufficient access to the business premises for the purposes of examining and observing the nature and volume of the businesses and the manner in which it is being conducted. PC acknowledges

that, in evaluating the value of the businesses, it has relied exclusively upon its own personal observations and business experience, and not upon any warranty, representation or promise on the part of Partners or any other person or entity not set forth in this Agreement. Notwithstanding, the Partners, EOM&D Management and EOM&D Products acknowledge that PC is relying upon Partners', EOM&D Management's and EOM&D Product's representation that its books and records are substantially accurate and complete as of the dates and time periods described in said books and records and that the sellers own all of the equipment, inventory, trade names, intellectual property and all items described in the attached Exhibits, free and clear of all liens and encumbrances thereupon, except as described therein.

16. Survival of Representations and Warranties.

Notwithstanding any investigation made by a party, the parties shall be entitled to rely on the other party's representations and warranties herein. The representations and warranties contained herein are true, correct and complete as of the date hereof and will continue to be true, correct and complete in all respects until and as of the time of Closing as though such representation and warranties were made at, and as of that time, except to the extent that the facts upon which such representation are based may have been changed by the transactions contemplated herein. The representations and warranties contained herein shall survive the date of Closing.

17. Conditions Precedent to Obligations of PC.

All obligations of PC under this Agreement are subject to the fulfillment of each of

the following conditions precedent prior to, or at Closing:

(a) All representations and warranties of HAH, Partners, EOM&D Management and/or EOM&D Products contained in the Agreement, in any Exhibit attached hereto, or in any documents delivered pursuant to the provisions of this Agreement shall be true as of the Closing, as though such representations and warranties were made as of that time, and they shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by them on or before the Closing.

(b) There shall have been no material adverse changes in the condition of the business, financial or otherwise of HAH, from the date of this Agreement until the Closing.

(c) The *real property leases* described in attached Exhibit N shall be formally assigned to PC and/or HAH, written consent of the lessors of said properties shall be obtained, to PC's reasonable satisfaction, and/or PC shall have waived these requirements by delivering the funds due at Closing. In addition, PC may require additional terms to be included in the lease assignment such as an extension of time on the original term and new extension options for PC. In addition, at the option of PC, PC may enter into a satisfactory purchase agreement with the owner of the cultivation site and this agreement is subject to a satisfactory completion of the same. PC may waive any of these requirements.

(d) Partners, EOM&D Management and EOM&D Products shall have approved their participation in this transaction by execution of this Agreement and all Exhibits hereto and by adopting *Resolutions approving the Sale of Management's and Products' Assets* attached Exhibits L.

18. Conditions Precedent to Obligations of HAH, Partners, Management and/or Products.

All obligations of HAH, Partners, EOM&D Management and EOM&D Products under this Agreement are subject to the fulfillment prior to, or at the Closing of each of the following conditions precedent prior to or at Closing:

(a) All representations and warranties of PC contained in this Agreement or in any certificate of document delivered pursuant to the provisions of this Agreement shall be true as of the Closing, as though such representations and warranties were made as of that time; and PC shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by PC, on or before the Closing.

(b) PC and its Members shall have executed this Agreement and all Exhibits attached hereto, and shall have delivered the sum of One Million Ninety Thousand Dollars (\$1,090,000.00) to Partners at Closing. The Ten Thousand Dollars (\$10,000.00) paid to Jeffery S. Kaufman shall be credited to PC's payment at closing.

(c) PC shall have approved its participation in this transaction as evidenced by this attached *Resolution approving Execution of this Agreement*, **Exhibit L**.

19. PC's Right to Contact Accounts and Employees.

PC shall have the right to contact non-patient customer accounts and employees of the business prior to Closing.

20. Indemnification.

(a) Partners agree to indemnify PC and/or its successors from, and against any and all damages, costs, and expenses, including reasonable attorney fees, resulting from (i) the breach of any of HAH, Partners', EOM&D Management's and/or EOM&D Products' warranties and representations herein, or (ii) the assertion by a third party or parties of any claim based upon Partners' conduct prior to or subsequent to Closing, individually and/or on behalf of HAH, Partners, EOM&D Management and/or EOM&D Products or against PC or against any assets or inventory or other tangible or intangible thing acquired by PC upon Closing, based upon HAH's conduct before Closing and/or Partners', EOM&D Management's and/or EOM&D Products' conduct subsequent to Closing.

(b) PC agrees to indemnify HAH, Partners, EOM&D Management and/or EOM&D Products and/or their successors from and against any and all damages, costs, and expenses, including reasonable attorney fees, reasonably resulting from (i) the breach of any of PC's warranties or representations herein, or (ii) the assertion by a third party or parties of any claim against HAH, Partners, EOM&D Management and/or EOM&D Products based upon PC's conduct prior to or subsequent to Closing.

21. Notice of Claim of Indemnity.

If any claim or demand is asserted against either PC, HAH, Partners, EOM&D Management and/or EOM&D Products in respect to any manner to which the foregoing indemnities apply, the party against which the claim or demand is asserted shall promptly give written notice thereof to the other party. Within thirty (30) days of the giving of such notice, the party called upon for indemnification shall either (i) make payment of such

claim or demand; (ii) compromise it and make payment of the compromised amount; or (iii) notify the other party that it intends to defend against such claim or demand. In the event of such dispute, the party called upon for indemnification shall undertake to defend the claim or demand, and in the event that a judgment is obtained sustaining such claim or demand or the claim is settled, the party called upon for indemnification will pay such judgment or settlement and reimburse the other party for any loss, including reasonable expenses and attorney fees, that may have been sustained as a result of the claim.

22. Default.

Violation by either party of any of the terms and conditions of this Agreement shall constitute a default hereunder. Furthermore, failure on the part of PC to pay any installment due and owing to Partners as outlined in Paragraph 11, within thirty (30) days of the date when the same is due, upon written notice thereof, shall constitute a default hereunder.

23. Remedies.

In the event of default by a party, the party not in default shall have the right to avail itself of all rights and remedies existing either at law or in equity. In addition, if PC shall fail to make two (2) or more monthly payments, pursuant to the attached Promissory Note within any period of twelve (12) consecutive months, the Payee upon said Promissory Note may demand that the next twelve (12) payments be made by cashier's check and/or may accelerate the balance due upon said Promissory Note, together with accrued interest thereupon, be paid in full within ten (10) business days; and such failure to make payment shall constitute a default and breach of the terms and conditions of this Agreement and all

Exhibits hereto.

24. Additional Documents.

PC, HAH, Partners, EOM&D Management and/or EOM&D Products agree to execute any and all additional necessary or advisable documents either prior to or subsequent to the Closing, to carry out the intent and purpose of this Agreement. Any and all additional documents executed by the parties shall be deemed to be part of this Agreement.

25. Taxes.

To the extent that ad valorem or other taxes on personal or other property which is being transferred hereunder shall be imposed on HAH, Partners, EOM&D Management and/or EOM&D Products for any periods of time following Closing of this Agreement or upon PC for any periods of time prior to Closing, such taxes shall be prorated as of the date of Closing, and the party required to pay such taxes shall be entitled to immediate reimbursement from the other party for such taxes upon proof of payment thereof.

26. Risk of Loss Prior to Closing.

If prior to Closing, the businesses being conducted at the locations in question shall be substantially impaired without fault by PC and cannot conduct business, the Closing shall be postponed for up to thirty (30) days. If the deficiencies are not substantially removed within said thirty (30) day period, if PC so elects, this Agreement shall be

terminated and all sums paid by PC, if any, to HAH, Partners, EOM&D Management and/or EOM&D Products or to their counsel shall be returned and no party shall have any further obligation to the other party.

27. Successors.

All terms, provisions, rights and obligations arising from this Agreement shall be binding upon and inure to the benefit or to the detriment of the respective heirs, successors, agents, personal representatives and assigns of the parties hereto.

28. Broker's and Finder's Fees.

Any broker's or finder's fee payable in connection with the transaction contemplated by this Agreement shall be the sole responsibility of the party incurring such fees and that party shall indemnify and hold harmless the other party from and against any liability as a result of such broker's or finder's fee. Each Party agrees that they shall be responsible to pay their respective negotiated consulting fees to ETD Systems, LLC. pursuant to their agreement and escrow instructions. The Parties direct that all consulting fees shall be paid to ETD Systems, LLC., on behalf of Ingrid Joiya no later than the close of escrow and that this provision is a material term of this agreement.

29. Notices.

All notices, requests, demands, and other communications hereunder shall, except as otherwise specifically provided, be in writing and shall be deemed to have been duly given if delivered or if mailed first class, postage prepaid, certified return receipt requested, and addressed as follows:

A. If to Partners, EOM&D Management and/or EOM&D Products:

1175 W. Wickenburg Way, Suite 1,
Wickenburg, Arizona 85390

B. If to PC:

1175 W. Wickenburg Way, Suite 4,
Wickenburg, Arizona 85390

And a copy to Andrew Lee
6603 Beckwith
Morton Grove, IL 60053

Either party may change their place of notification upon written notice to the other party.

30. Integration, Interpretation, Attorney Fees and Counterparts.

This Agreement is the entire Agreement between the parties with regard to the subject matter hereof. It supersedes all prior written and/or oral undertakings, agreements, conditions or representations.

This Agreement may be changed or modified only by written documents executed by the party or parties against whom enforcement of any change or modification is sought.

This Agreement shall be construed in accordance with the laws of the State of Arizona. If suit be brought to enforce any of the terms and conditions of this Agreement, the same shall be brought in or, at the request of either party, removed to Maricopa County, Arizona.

If one or more articles or paragraphs of this Agreement, or portions thereof, shall be declared unenforceable by a Court of competent jurisdiction, the remainder of this

Agreement shall be enforced to the fullest extent permitted by law.

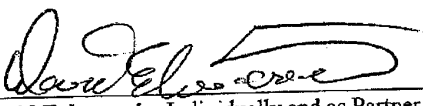
If a lawsuit is brought by an attorney employed by either party to enforce any of the terms and conditions of this Agreement, the prevailing party shall be entitled to be compensated for their or its reasonable attorneys' fees and reasonable expenses from the other party, regardless of whether a lawsuit is filed or, if filed, regardless of whether or not it is contested.

This Agreement may be executed in one or more counterparts, all of which shall be deemed an original and shall constitute one and the same instrument.

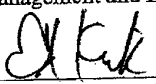
IN WITNESS WHEREOF, this Agreement has been duly executed by the parties.

-MAY BE SIGNED IN COUNTERPARTS-

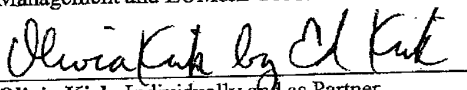
PARTNERS, HAH, EOM&D MANAGEMENT AND EOM&D PRODUCTS, by:


David Echeverria, Individually and as Partner
in HAH and as a Member of EOM&D
Management and EOM&D Products

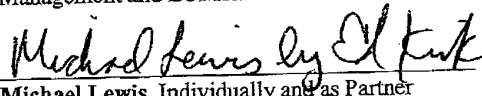
4-22-15
Date


Edward Kirk, Individually and as Partner
in HAH and as a Member of EOM&D
Management and EOM&D Products

4-22-15
Date


Olivia Kirk, Individually and as Partner
in HAH and as a Member of EOM&D
Management and EOM&D Products

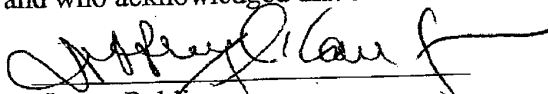
4-22-15
Date


Michael Lewis, Individually and as Partner
in HAH and as a Member of EOM&D
Management and EOM&D Products

4-22-15
Date

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

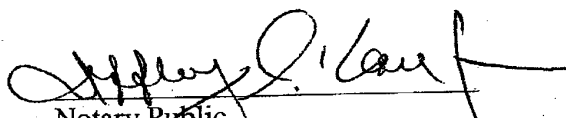
On this, the 22 day of April, 2015, before me, the undersigned notary public, personally appeared **David Echeverria** known to me to be the person whose name is subscribed to the foregoing instrument and who acknowledged that she executed the same for the purposes therein contained.


Notary Public

My Commission Expires:

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

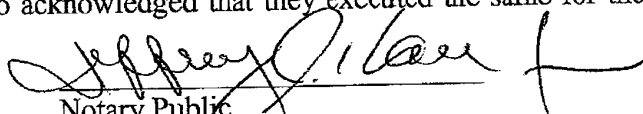
On this, the 22 day of April, 2015, before me, the undersigned notary public, personally appeared **Edward Kirk**, known to me to be the person whose name is subscribed to the foregoing instrument and who acknowledged that they executed the same for the purposes therein contained.


Notary Public

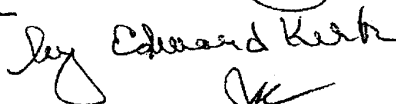
My Commission Expires:

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On this, the 22 day of April, 2015, before me, the undersigned notary public, personally appeared **Olivia Kirk**, known to me to be the person whose name is subscribed to the foregoing instrument and who acknowledged that they executed the same for the purposes therein contained.

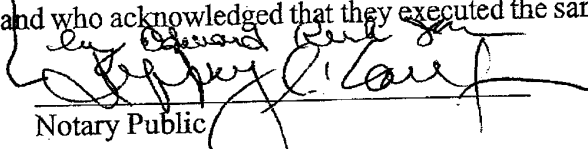

Notary Public

My Commission Expires:

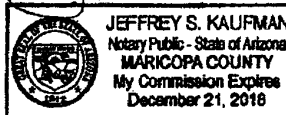

24

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On this, the 22 day of April, 2015, before me, the undersigned notary public, personally appeared **Michael Lewis**, known to me to be the person whose name is subscribed to the foregoing instrument and who acknowledged that they executed the same for the purposes therein contained.


Notary Public

My Commission Expires:



IN WITNESS WHEREOF, this Agreement has been duly executed by the parties.

-MAY BE SIGNED IN COUNTERPARTS-


Johny Namroud

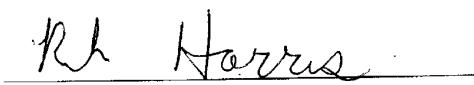
4-22-15
Date


Andrew Lee

4/22/15
Date

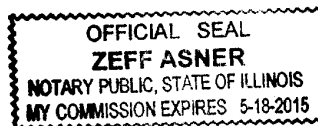

Ramina Ishac

4/22/15
Date


Roula Harris

4/22/15
Date

ILUNOIS
STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)



On this, the 22nd day of April, 2015, before me, the undersigned notary public,

personally appeared **Johny Namroud**, known to me to be the person whose name is subscribed to the foregoing instrument and who acknowledged that they executed the same for the purposes therein contained.

Jeff Asner
Notary Public

My Commission Expires:

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

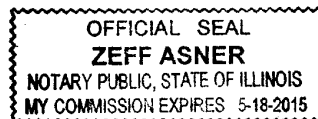


On this, the 22nd day of April, 2015, before me, the undersigned notary public, personally appeared **Andrew Lee**, known to me to be the person whose name is subscribed to the foregoing instrument and who acknowledged that they executed the same for the purposes therein contained.

Jeff Asner
Notary Public

My Commission Expires:

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)



On this, the 22nd day of April, 2015, before me, the undersigned notary public, personally appeared **Ramina Ishac**, known to me to be the person whose name is subscribed to the foregoing instrument and who acknowledged that they executed the same for the purposes therein contained.

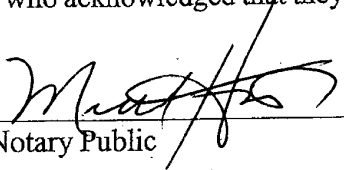
Jeff Asner
Notary Public

My Commission Expires:

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On this, the 22 day of April, 2015, before me, the undersigned notary public,

personally appeared **Roula Harris**, known to me to be the person whose name is subscribed to the foregoing instrument and who acknowledged that they executed the same for the purposes therein contained.



Notary Public

My Commission Expires: 9-28-17

Exhibit No. 6

Case No. CV2017-055732

For Identification:

DEF 7/22/2021

In Evidence:

PLF 8/5/2021

Clerk of Superior Court

By: A. Meza
(Deputy Clerk)

(Second pdf)
WICKENBURG
Karianne

Exhibit G

PROMISSORY NOTE

\$2,500,000.00

Maricopa County, Arizona

FOR VALUE RECEIVED, the undersigned Maker, **Wicken Cure, LLC**, an Arizona limited liability company, (herein referred to as "Maker"), **promises to pay** to the order of EOM&D Management LLC, an Arizona limited liability company, (hereinafter sometimes referred to as "Payee"), **the full sum of Two Million Five Hundred Thousand Dollars (\$2,500,000.00)**, together with interest at the rate of approximately 7.42% per annum, from November 1, 2015, until paid in full, payable as follows: **Commencing with the first payment in the amount of Fifty Thousand Dollars (\$50,000.00)** on November 1, 2015, and continuing thereafter on the first day of each calendar month of the next fifty-nine (59) successive months, a total of sixty (60) monthly payments, each in the amount of \$50,000.00.

The foregoing notwithstanding, this Promissory Note shall be due and payable in full in the event that Maker shall fail to own or control at least a fifty-one percent (51%) voting interest in MMJ Apothecary dba Hassayampa Alternative Health, the partnership that holds Registration Certificate Identification Number 00000062DCAY00861940 and the "Approval to Operate" the medical marijuana dispensary located at 1175 West Wickenburg Way, Ste. 4, Wickenburg, AZ 85390 and holds the "Approval to Operate" a medical marijuana cultivation site, located at 3550 Sabin Brown Road, Suite 4, Wickenburg, AZ 85390; or if Maker shall fail to control the daily operations of MMJ Apothecary dba Hassayampa Alternative Health, directly or through one or more entities owned or controlled by Maker.

Principal and interest shall be paid in lawful money of the United States at 1175 West Wickenburg Way, Ste. 1, Wickenburg, AZ 85390, or at such address or addresses as Payee shall direct.

If default is made in the payment of principal, interest on the unpaid balance shall be paid to Payee hereof at the rate of 10% per annum, until all sums are paid in full. In the event that late payments of principal or interest are accepted by Payee, they shall include a late payment administrative fee of five percent (5%), in addition to the amount due and owing.

If any payment due under this Promissory Note is not made within ten (10) days after Maker receives written notice that a payment under this Promissory

Promissory Note has not been made by the due date for such payment, the entire principal shall become due and owing in full.

If this Note is placed in the hands of an attorney for collection by suit or otherwise, then the undersigned Maker agrees to pay reasonable attorney fees and costs to Payee in addition to the principal and interest due hereunder.

Maker reserves the right to prepay without penalty or premium all or any portion of the principal balance at any time, together with accrued interest, if any.

Maker hereby waives diligence, demand, notice of acceptance of this Promissory Note by Payee, presentment for payment and protest; and consents to the extension of time for the payment of this Promissory Note without notice.

This Promissory Note and payment hereunder are secured by Chattel Security Agreements and Uniform Commercial Code Financing Statements (UCC-1's) upon the assets of Wicken Cure, LLC and the assets of MMJ Apothecary dba Hassayampa Alternative Health, an Arizona general partnership (HAH), and secured by Proxies executed by the members of HAH's Board of Directors and Membership Interest Pledge Agreements, executed by the Members of Wicken Cure, LLC.

DATED this 17th day of April, 2015.


"MAKER:"

WICKEN CURE, L.L.C.

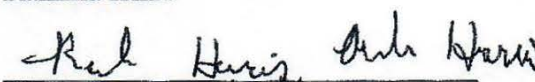
An Arizona Member-managed limited liability company, by each of its undersigned Members and duly authorized agents




Andrew Lee



Ramina Ishac



Roula Harris



Johny Namroud

My Commission Expires:



STATE OF IL)
) ss.
COUNTY OF Cook)

On this, the 17 day of April, 2015, before me, the undersigned notary public, personally appeared Andrew Lee, known to me to be the person whose name is subscribed to the foregoing instrument and who acknowledged that they executed the same for the purposes therein contained.

Milena Markova
Notary Public

My Commission Expires: 10/24/18

STATE OF IL)
) ss.
COUNTY OF Cook)

On this, the 17 day of April, 2015, before me, the undersigned notary public, personally appeared Ramina Ishac, known to me to be the person whose name is subscribed to the foregoing instrument and who acknowledged that they executed the same for the purposes therein contained.



Milena Markova
Notary Public

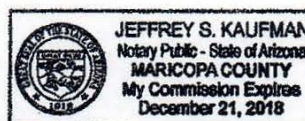
My Commission Expires: 10/24/18

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On this, the 14 day of April, 2015, before me, the undersigned notary public, personally appeared Roula Harris, known to me to be the person whose name is subscribed to the foregoing instrument and who acknowledged that they executed the same for the purposes therein contained.


Notary Public

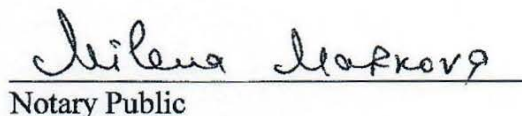
My Commission Expires:



STATE OF IL)
) ss.
COUNTY OF Cook)

On this, the 17 day of April, 2015, before me, the undersigned notary public, personally appeared Johny Namroud, known to me to be the person whose name is subscribed to the foregoing instrument and who acknowledged that they executed the same for the purposes therein contained.




Notary Public

My Commission Expires: 10/24/18

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

IN AND FOR THE COUNTY OF MARICOPA

MMJ APOTHECARY GP, et al.)	
)	
Plaintiffs,)	
)	
vs)	CV2017-055732
)	
EOM&D MANAGEMENT, LLC, et al.))	
)	
Defendants.)	
_____)	

BEFORE THE HONORABLE RANDALL H. WARNER

REPORTER'S TRANSCRIPT OF THE TESTIMONY
OF MR. ANDREW LEE

Phoenix, Arizona
August 2, 2021

(Original)

By: Lori Reinhardt
Certified Reporter
AZ CR No: 50331

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FOR THE PLAINTIFFS

Lee, Andrew

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1 APPEARANCES:

2 For the Plaintiffs

MR. JON LOEVY
Attorney at Law3 MR. MICHAEL KANOVITZ
Attorney at Law4 MR. WALID ZARIFI
Attorney at Law

5 For the Defendants

6 MS. SHARON URIAS
Attorney at Law7 MR. TIM MCCULLOCH
Attorney at Law8 MR. DANIEL NAGEOTTE
Attorney at Law9 MR. DAVID MARHOFFER
Attorney at Law

10 BEFORE THE HONORABLE RANDALL H. WARNER

11 *****

12 Phoenix, Arizona

13 August 2, 2021

14 ANDREW LEE,

15 called as a witness herein, having been first duly
16 sworn, was examined and testified as follows:

17 THE COURT: All right. Please have a seat.

18 MR. LOEVY: Your Honor, may I have

19 permission to take my mask off?

1 the sum of \$50,000 per month commencing on November
2 5th -- excuse me, November 1, 2015 and on the first
3 of the month thereafter until the balance of two
4 million five hundred thousand is paid in full.

5 Did I read that correctly?

6 A. Correct.

7 Q. And it says that PC is responsible for
8 making the payments under this agreement, correct?

9 A. Yes.

10 Q. And would you agree with me that this
11 agreement defined PC as Andrew Lee, Ramina Ishac,
12 Roula Harris, and Johny Namroud?

13 A. Yes.

14 Q. So, do you agree that according to what
15 this document says you, Ramina, Roula, and Johny are
16 responsible for the \$50,000 per month payments
17 towards --

18 A. Because when we --

19 Q. Let me finish my question. I'm just asking
20 if you agree that under this agreement you, Ramina,
21 Roula Harris, and Johny Namroud were responsible for
22 making the \$50,000 monthly payments towards the two
23 point five million dollar payment obligation?

24 A. Yes, because we were the only members,
25 period, at that time. Now we have 22 people, they're

1 all responsible.

2 Q. And PC is not defined as Wicken Cure, is
3 it?

4 A. What, PC? I'm going to tell you the truth,
5 I don't even know what it means. It's not ringing a
6 bell. What do those initials stand for? Purchasers?
7 I don't know.

8 Q. Well, do you know who wrote the agreement?

9 A. I'm sure one of the lawyers or both of
10 them.

11 Q. You can see that PC is defined -- is a
12 defined term.

13 A. Would you tell me what it is -- oh, the --
14 Harris, Namroud, and Roula Harris and Andrew Lee are
15 referred to as PC; I see that.

16 Q. Okay. And there's still a balance due
17 under the purchase agreement, correct?

18 A. Yes.

19 Q. The payments have ceased?

20 A. Thanks to the receiver that he asked for.

21 Q. The payments have ceased, correct?

22 A. Yes.

23 Q. Is there any mandate, any rule, any
24 document that says that the payments have to come
25 from the operations of MMJ?

1 A. I believe there is. I'm not positive, but
2 I believe there is.

3 Q. What document is that, Mr. Lee?

4 A. You'd have to ask my attorney because I
5 think he has it.

6 Q. Well, Mr. Lee, you're on the stand.

7 A. But I'm not a lawyer and I don't -- and I
8 don't know these documents to the extent that you
9 expect me to.

10 Q. Well, you signed this agreement committing
11 yourself to pay, along with your co-buyers, two point
12 five million dollars in addition to the other amounts
13 toward the purchase price, correct?

14 A. Correct.

15 Q. Okay. Let's take a look at Exhibit 36.
16 Have you seen this document before, Mr. Lee?

17 MS. URIAS: Your Honor, may I approach and
18 hand him the hard copy? It's a thick exhibit. It
19 might be easier for him to flip through it.

20 THE COURT: Sure.

21 THE WITNESS: Should I exchange books?

22 MS. URIAS: Yeah, you can just leave that
23 right there.

24 Q. BY MS. URIAS: Mr. Lee, will you please
25 take a look at Exhibit 36. You can feel free to flip

1 through it. I would like to know if you've seen this
2 document before?

3 A. The entire document?

4 Q. I don't need you to read it. I just want
5 to know if --

6 A. No, no, I'm just saying the entire
7 document? I don't believe I did see it, the whole
8 document.

9 Q. Do you recall seeing the status report
10 portion without the attachments?

11 A. The establishment portion?

12 Q. The status report portion.

13 A. What page is that on?

14 Q. Well, let's look at page ten. Do you see
15 table seven in the middle?

16 A. Yes.

17 Q. We blew it up on the screen for you, Mr.
18 Lee.

19 A. Okay.

20 Q. And you can see that one of the items
21 listed as an estimated liability, excluding accrued
22 interest and fees if applicable, is EOM&D Management,
23 LLC purchase agreement; do you see that?

24 A. I see rent, cultivation rent, dispensary
25 rent.

1 Q. Just under Jeff Tice's name.

2 A. Oh, yes. Purchase agreement, yes, one
3 million six hundred and forty-nine thousand.

4 Q. Does it refresh your recollection that the
5 amount outstanding under the purchase agreement
6 payment obligation was one million six hundred
7 forty-nine thousand ninety-six dollars and
8 forty-eight cents?

9 A. Yes.

10 MR. LOEVY: Object to is -- I'm sorry.

11 THE COURT: So, the question was, do you
12 see that is on that document.

13 MR. LOEVY: Oh, got it.

14 THE WITNESS: And I do.

15 Q. BY MS. URIAS: Is it your understanding
16 that that is the balance that is due?

17 THE COURT: You mean currently today?

18 MS. URIAS: Currently today.

19 THE WITNESS: Isn't it as of 2/6/18? I
20 don't know. Oh, that's when it began.

21 Q. BY MS. URIAS: I'm asking if it's your
22 understanding that that's the amount that's currently
23 due today?

24 A. Sounds reasonable, yes.

25 Q. But you're not sure?

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF MARICOPA

MMJ APOTHECARY, GP, an)	
Arizona general)	
partnership doing business)	
as HASSAYAMPA ALTERNATIVE)	
HEALTH; WICKEN CURE, LLC,)	
an Arizona limited)	Case No. CV2017-055732
liability company,)	
)	
Plaintiffs,)	
)	
vs.)	
)	
EOM&D MANAGEMENT, LLC, an)	
Arizona limited liability)	
company; EDWARD KIRK and)	
OLIVIA KIRK, husband and)	
wife,)	
)	
Defendants.)	
)	
-----)	
EOM&D MANAGEMENT, LLC, an)	
Arizona limited liability)	
company; EDWARD KIRK and)	
OLIVIA KIRK, husband and)	
wife,)	
)	
Counterclaimants,)	
)	
vs.)	
)	
ANDREW LEE and LOIS LEE,)	
husband and wife; JOHNY)	
NAMROUD and JANE DOE)	
NAMROUD, husband and wife;)	
and JIMMY KHIO and JANE)	
DOE KHIO, husband and)	
wife,)	
)	
Plaintiffs/)	
Counterdefendants.)	

Phoenix, Arizona
August 3, 2021

BEFORE THE HONORABLE JUDGE WARNER

REPORTER'S TRANSCRIPT OF PROCEEDINGS

TRIAL DAY 2

COPY

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SUPERIOR COURT

APP326

A P P E A R A N C E S

FOR THE PLAINTIFF LEE:

BY: MR. WALID A. ZARIFI, ESQ.
Attorney at Law

BY: MR. JON LOEVY, ESQ.
Attorney at Law

BY: MR. MICHAEL KANOVITZ, ESQ.
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FOR THE DEFENDANT KIRK:

BY: MS. SHARON A. URIAS, ESQ.
Attorney at Law

BY: MR. TIM MCCULLOCH, ESQ.
Attorney at Law

BY: MR. DANIEL NAGEOTTE, ESQ.
Attorney at Law

FOR JANET KANDO:

BY: MR. DAVID MARHOFFER, ESQ.
Attorney at Law

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EDWARD KIRK

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1 document?

2 A. Correct.

3 Q. All right. And it's not signed; correct?

4 A. Correct.

5 Q. All right. Then I think we're going to talk
6 to Mr. Kirk about that one.

7 But you were asked about your prior
8 counsel's -- or not -- your current counsel's disclosure
9 statement -- updated disclosures. Do you remember when
10 counsel asked you about that? About the 97 percent?

11 A. Yes.

12 Q. Or, actually, it wasn't a disclosure. I guess
13 it was an updated -- yeah -- updated disclosure
14 statement. The 97 percent. Your understanding is 97
15 percent? Or 100 percent?

16 A. Always 100 percent.

17 Q. All right. Would you have notarized or signed
18 something that said you had anything less than 100
19 percent?

20 A. No, I wouldn't have.

21 Q. All right. I'm going to show you Plaintiff's
22 Exhibit 24, which is a More Contemporaneous Document.
23 And I'd ask you to take a look at it and take your time
24 with it.

25 And as far as the 97 percent you owned, as

1 opposed to 100 percent, what was the entity that you
2 only owned 97 percent of?

3 A. The management agreement -- the management
4 agreement -- Wicken Cure.

5 Q. Okay. Why is it you only own 9 -- you own 100
6 percent of the partnership but only 97 percent of
7 Wicken?

8 A. Because we gave 3 percent to Dr. Kirk.

9 Q. Were you guys having board meetings in, like,
10 you know -- at locations and conference rooms and stuff
11 like that?

12 A. Not formally ever.

13 Q. Pretty small company, wasn't it?

14 A. Yes.

15 Q. How many employees at the time?

16 A. Maybe 12.

17 Q. All right. So when people think of board
18 meetings they think of you go to a city and you have a
19 conference and you --

20 A. Right.

21 Q. Were you guys doing anything formal like that?

22 A. No. Never.

23 Q. All right. The judge asked you about the
24 Wicken contract with MMJ, and you said it expires when?

25 A. I'm pretty sure it expires April-something in

1 2024.

2 Q. All right. And you also have the right to buy
3 it out?

4 A. To buy?

5 Q. To buy it out?

6 THE COURT: I'm sorry. The "you" is ambiguous
7 in that question.

8 MR. LOEVY: You're right. And that's -- you
9 know, I'm not a careful person about these things
10 either, so I apologize. I'm going to withdraw it and
11 start over.

12 BY MR. LOEVY:

13 Q. In 2015 when Kirk bought into -- or, you know,
14 sold his company and -- and took a security interest,
15 how much a year were you supposed to pay him back, if
16 you add up the money?

17 A. \$50,000, including principal and interest.

18 Q. A month; right?

19 A. A month.

20 Q. So how much would that have been a year?

21 A. 600,000.

22 Q. All right. So if you bought it in -- or if
23 you sold it in 2014 -- I'm sorry -- in 2015, when would
24 he have been paid off?

25 A. About three years later.

1 Q. All right. So long before the Wicken contract
2 expired?

3 A. Oh, yeah.

4 Q. All right. You -- you did get into a
5 disagreement with Ms. Joiya about whether she should
6 have both parts of the commission; right?

7 A. Yes.

8 Q. And your understanding is -- you were asked
9 about this yesterday -- but your understanding is who
10 pays? The buyer? Or the seller?

11 A. She wanted it from both.

12 Q. All right. Who is supposed to pay in a
13 transaction?

14 A. Kirk was supposed to pay it as the seller.

15 Q. All right. And --

16 A. And he did.

17 Q. And he did.

18 Now, you were read some deposition testimony
19 yesterday from Ms. Joiya suggesting that you told --
20 that someone told Kirk that Sam had his authority. I'm
21 going to show you the testimony on the page. It's page
22 30 of the deposition. And do you know if Lee ever told
23 Kirk that Nahas had his -- his full authority to
24 negotiate on behalf? And he says, He certainly told me.
25 My question is, do you know who that "he" refers to in

1 Ms. Joiya's testimony? You? Or Kirk? Or is it
2 unclear?

3 MS. URIAS: Objection. Foundation.

4 THE COURT: Sustained.

5 MR. LOEVY: All right.

6 THE WITNESS: Well, I -- I -- I know --

7 THE COURT: I sustained the objection.

8 THE WITNESS: Oh, I'm sorry.

9 THE COURT: We'll get another --

10 THE WITNESS: I'm sorry.

11 THE COURT: -- get another question.

12 BY MR. LOEVY:

13 Q. And then counsel stopped. And he certainly
14 told me -- but the answer continues. And there would be
15 no reason for me to think otherwise because Sam and
16 Edward, by that point, were the two people.

17 So does it look to you like this testimony
18 that counsel read you is sort of inferring whether or
19 not there was authority?

20 MS. URIAS: Objection. Leading.

21 MR. LOEVY: That's fair.

22 THE COURT: It's foundation, actually.

23 I -- I'm not going to ask him to interpret
24 testimony. You want to make arguments to me, you can.

25 MR. LOEVY: Okay.