

SUPREME COURT OF ARIZONA

EOM&D MANAGEMENT, LLC, et al.,

Plaintiffs/ Appellees,

v.

ANDREW LEE, et al.,

Defendants/ Appellants.

Arizona Supreme Court
No. CV-25-0013-PR

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
RESPONSE TO PETITION FOR REVIEW**

Sharon A. Urias (016970)
GREENSPOON MARDER LLP
8585 East Hartford Drive, Suite 700
Scottsdale, Arizona 85225
(480) 306-5458
sharon.urias@gmlaw.com

Eric M. Fraser (027241)
Alexandria N. Karpurk (037029)
OSBORN MALEDON, P.A.
2929 North Central Avenue, Suite 2000
Phoenix, Arizona 85012
(602) 640-9000
efraser@omlaw.com
akarpurk@omlaw.com

Attorneys for Plaintiffs/ Appellees EOM&D Management, LLC;
Edward Kirk, DDS; and Olivia Kirk

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INTRODUCTION

This unpublished memorandum decision does not warrant review. The Petition seeks mere error correction of fact-bound issues that are unlikely to recur. Even if the Petition presented issues worthy of this Court's review, this case presents an exceptionally poor vehicle for review because the Petition does not challenge the Decision's threshold waiver finding and seeks review on issues that were not presented to the courts below. These threshold issues preclude this Court's review of the issues presented in the Petition.

The Court should deny review.

BACKGROUND

This is a case about a contract to purchase a medical marijuana dispensary. Dr. Edward Kirk and several others ("Dr. Kirk") formed MMJ Apothecary to operate a medical marijuana dispensary. [Decision ¶ 2](#). Andrew Lee and others purchased MMJ from Dr. Kirk for \$3.7 million, paying \$1.2 million upfront and financing \$2.5 million through a purchase agreement. *Id.* ¶ 3 ([APP107](#)); Tr. Ex. 5 ([APP144-45](#)).

Under the purchase agreement, Mr. Lee, Johny Namroud, Ramina Ishac, and Roula Harris as members of the defined term "PC" were required

to make \$50,000 monthly payments until the \$2.5 million balance was paid in full, in accordance with the terms of a promissory note. Tr. Ex. 5 ([APP139, 146](#)). Mr. Lee and others signed the purchase agreement in their personal capacities. *Id.* ([APP163](#)).

To operate the dispensary, Mr. Lee and others formed Wicken Cure, LLC. [Decision ¶ 4](#). Concurrent with the terms of the purchase agreement, the note required Wicken Cure to make \$50,000 monthly payments to Dr. Kirk until the \$2.5 million balance was paid. *Id.* ([APP108](#)); Tr. Ex. 6 ([APP167](#)). Wicken Cure was the only maker on the note. [Decision ¶ 4](#); Tr. Ex. 6 ([APP167-68](#)). The note was secured by a pledge agreement granting Dr. Kirk an interest in Wicken Cure. [Decision ¶ 4](#); Tr. Ex. 3 ([APP133](#)).

A dispute arose between Mr. Lee and Dr. Kirk over ownership and control of MMJ. [Decision ¶ 7](#). Relevant here, Mr. Lee sued Dr. Kirk, alleging breach of contract, and Dr. Kirk counterclaimed for breach of contract. *Id.* ([APP108](#)).

Following a bench trial, the superior court concluded that Mr. Lee was personally liable for the \$1,649,096.48 balance under the purchase agreement. *Id.* ¶ 12 ([APP109](#)). The court found that Mr. Lee's obligation

under § 11 of the purchase agreement was “parallel to” Wicken Cure’s obligation under the note. *Id.* ([APP109](#)).

Mr. Lee appealed. The Court of Appeals found that Mr. Lee waived his arguments concerning his liability under the purchase agreement by failing to raise them below or meaningfully develop them on appeal. The Decision addressed the merits of Mr. Lee’s arguments only in the alternative and affirmed the superior court’s finding that § 11 of the purchase agreement unambiguously requires Mr. Lee to pay the balance of the purchase price. *Id.* ¶¶ 24-26 ([APP112-13](#)).

REASONS TO DENY THE PETITION

I. The Court should deny review because the Decision’s threshold waiver holding blocks review of the issues raised.

The Court of Appeals found that Mr. Lee waived multiple arguments by either failing to raise them below or failing to meaningfully develop them on appeal and addressed the substance of the appeal only in the alternative. [Decision ¶¶ 24-26](#). To obtain any relief, Mr. Lee would need to overturn both the Decision’s waiver findings and the Decision’s ruling on the merits. But Mr. Lee’s Petition only seeks review of the merits; it does not seek review

of the Court of Appeals' waiver rulings. This is a threshold issue, and the Court cannot reach the merits without addressing it.

The Petition does not seriously confront the waiver issue. The Court of Appeals found that Mr. Lee's "claim that the [superior] court failed to harmonize the agreement with the Note" was "simply a bald conclusory assertion without citations or support." [Decision ¶ 26](#). The Petition (at 9) characterizes the Decision's finding as "perplexing" because the note and pledge agreement were included in the record on appeal. But Mr. Lee failed to identify *which* provisions of the note, pledge agreement, and purchase agreement the superior court failed to harmonize. *See* COA Answering Br. at 68-69. And he still doesn't identify those provisions here.

The Decision also found that Mr. Lee waived his argument that Wicken Cure's payments on the note nullified his obligation under the purchase agreement by not raising it in the superior court. [Decision ¶ 24](#). The Petition asserts (at 10-11) that Mr. Lee raised the issue of his personal liability under the purchase agreement in several motions for reconsideration. First, Mr. Lee did not cite anything from the record to support this argument in the Court of Appeals. COA Answering Br. at 64-66. As the appellant, it was Mr. Lee's burden to identify where the issue was

raised. See [ARCAP 13\(a\)\(7\)\(B\)](#) (opening brief must contain “references to the record on appeal where the particular issue was raised and ruled on” for each contention). He failed to meet that burden, so the Court of Appeals did not err in finding that he waived the argument because of it. Moreover, “[g]enerally[] 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).

Because the Petition does not seek review of this dispositive threshold issue, the Court should deny the Petition.

II. This case-specific contract interpretation issue is not an issue of statewide concern.

The Court should deny review because fact-bound issues relating to the unique contract interpretation in this case will not affect other parties or cases. The Petition seeks review of § 11 of the purchase agreement in this case but does not contend that this provision is common or explain how the Decision’s interpretation of this provision would affect anyone beyond the parties here.

The Petition contends (at 5-6) that the Court should grant review because the Decision’s interpretation of § 11 is contrary to principles of

contract law and the evidence presented at trial. But the Petition doesn't contend that the Decision applied the wrong standard. Indeed, the Decision applied the very standards cited in the Petition. See [Decision ¶¶ 24-26](#). The Petition also doesn't ask this Court to adopt a new standard. The Petition does not present an important legal issue of statewide concern. See [ARCAP 23\(d\)\(3\)](#).

Whether § 11 of the purchase agreement imposes liability on Mr. Lee doesn't affect anyone but the parties to this case. This case-specific application of routine contract interpretation principles doesn't warrant review.

III. The Court should deny review because this case does not involve the issues raised in the Petition.

The Petition seeks review of issues Mr. Lee did not raise in the Court of Appeals. No future court or litigant will rely on the Decision for these unaddressed issues. Even if litigants could rely on it, Mr. Lee's arguments are belied by the record and would not change the outcome, making this case a poor vehicle for review. The Court should deny review of these waived issues.

The Petition first asserts (at 10-11) that the superior court erred in even considering Mr. Lee's liability under the purchase agreement because Dr. Kirk "never once attempted to argue that Lee (or the Lee Group) should be held personally liable." But Mr. Lee never raised this argument in the Court of Appeals. This is a court of review, not of first view. It should not grant review to error correct an issue Mr. Lee never properly raised in the Court of Appeals.

Mr. Lee raised this argument for the first time in a motion for reconsideration following trial. IR-1067 at 2-3. In denying Mr. Lee's motion, the superior court found that "the issue of Lee's liability was properly raised" by Dr. Kirk. IR-1069 at 1. The superior court's finding is supported by the record. For example, Dr. Kirk raised Mr. Lee's liability for failing to make payments under the purchase agreement as a counterclaim. IR-91 ¶ 80. Mr. Lee also testified at trial that he signed the purchase agreement committing himself to pay the \$2.5 million balance on the purchase price. Tr. 8/2/21 at 151:10-14 ([APP176](#)). Mr. Lee's argument that this issue was never raised is demonstrably false.

The Petition next argues (at 11-12) that the superior court's post-judgment rulings indicate that its personal liability finding was "tantamount

to a ruling that Lee was acting as a personal guarantor of the debt evidenced by the Note.” In support of this argument, the Petition cites (at 12) an unsigned addendum to the purchase agreement that removes any reference to a personal guarantee, suggesting that it eliminates his personal liability. But the purported addendum wasn’t admitted as an exhibit at trial. There was no testimony concerning it, and the Court received no evidence. The first and only time Mr. Lee raised any argument regarding the purported addendum to the purchase agreement was in his second motion for reconsideration after trial. IR-1082 at 2. The superior court refused to consider the addendum because it “was not signed by Kirk or any member of his group, so it did not amend the Purchase Agreement.” IR-1126 at 3. The Decision doesn’t mention the addendum because Mr. Lee never raised any issues concerning it in the Court of Appeals. There is no reason for the Court to review any of the Petition’s arguments concerning the addendum now.

Moreover, the superior court did not impose liability on Mr. Lee as a personal guarantor on the note; it held him liable as a party to the purchase

agreement.¹ See [Decision ¶ 12](#); IR-991 ([APP129](#)). The Petition repeatedly conflates Wicken Cure's payment obligation under the note with Mr. Lee's obligation (as a member of PC) under the purchase agreement. Regardless of whether Wicken Cure defaulted on the note, Mr. Lee is liable for his own default on the monthly payments under the purchase agreement.

Finally, the Petition claims (at 13-14) that even if Mr. Lee did default, the default extends only to making monthly payments on the remaining balance, not to paying off the total amount owed in one lump sum. Again, the Petition does not identify where this issue was raised below and cites nothing to support the proposition. See [ARCAP 23\(d\)\(2\)](#) (petition must contain "facts material to consideration of the issues presented to the Supreme Court for review, with appropriate references to the record on appeal").

In any event, nothing in the record supports the Petition's assertion. Section 11 of the purchase agreement requires Mr. Lee as a member of PC to

¹ For the same reason, the Petition's argument (at 14-15) that any personal guarantee on the note is defeated by the statute of frauds has no basis. The lower courts did not impose a guaranty obligation; they found Mr. Lee directly liable under the terms of the contract that he signed in his personal capacity.

make \$50,000 monthly payments, “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) is paid in full.” [Decision ¶ 25](#); Tr. Ex. 5 ([APP139, 146](#)). Mr. Lee testified that if the \$50,000 monthly payments were made, the balance would have been paid off “about three years later.” Tr. 8/3/21 AM at 68:13-25 ([APP184](#)). By the time the superior court entered final judgment in October 2022, almost seven years had passed since the purchase agreement was signed. The superior court 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 ([APP127](#)). As the superior court properly acknowledged, Mr. Lee “is not without remedies in the event he is required to pay more than his pro rata share of the obligation.” IR-1301 at 2. Contrary to his contention (at 14), the court did not conclude that “Lee, and Lee *alone*, [is] liable for the *entirety* of the debt.”

Many of the issues raised in the Petition are inconsistent with what appears on the face of the memorandum decision. These issues do not warrant review.

IV. The Decision properly held Mr. Lee liable under the purchase agreement.

Even if Mr. Lee overcomes these threshold issues, the Court should deny review because the Decision properly applied settled principles of contract interpretation in holding Mr. Lee liable for the remaining balance under the purchase agreement.

The Petition asserts that the Decision erred by refusing to consider past conduct of Dr. Kirk and Wicken Cure in interpreting the purchase agreement because “[t]he acts of the parties themselves, before disputes arise, are the best evidence of the meaning of doubtful contractual terms.” Pet. at 9-11 (quoting *United Cal. Bank v. Prudential Ins. Co. of Am.*, [140 Ariz. 238, 266](#) (App. 1983)). But as the Decision properly acknowledged, when the contractual text is clear, the court need “not introduce ambiguity into the Agreement by considering parol evidence.” [Decision ¶ 25](#).

Section 11 of the purchase agreement requires “PC,” which the agreement defines as “Andrew Lee, Ramina Ishac, and Roula Harris, Johnny Namroud,” to “remit to the Partners the sum of Fifty Thousand (\$50,000.00) per month ... until the balance of Two Million Five Hundred Thousand (\$2,500,000.00) is paid in full.” Tr. Ex. 5 ([APP139, 146](#)). Mr. Lee signed the

purchase agreement in his individual capacity. *Id.* ([APP163](#)). Because the purchase agreement's payment obligation unambiguously requires Mr. Lee to make payments on the purchase price, the Decision properly declined to consider parol evidence. [Decision ¶ 25](#).

Mr. Lee also has not cited any evidence to support his interpretation. He continues to cite (at 10) the superior court's decision acknowledging that prior to the receivership, "the monthly \$50,000 payments on the \$2.5 Million Note were paid." IR-991 at 14 ¶ 163 ([APP127](#)). This is not evidence, and it does not support that Wicken Cure made the payments. *See* COA Answering Br. at 64-66. Even if Wicken Cure did make payments on the note, these payments are irrelevant because the Decision imposed liability on Mr. Lee under the purchase agreement, not the note. *See* [Decision ¶ 25](#) ("Had Lee wished to shift liability from himself to Wicken Cure, the Agreement could have made Wicken Cure a party ... But the Agreement does not state so.")

The Petition also claims (at 6-9) that the Decision fails to harmonize the terms of the note and purchase agreement. The Petition maintains that § 11 says in general terms the specific terms of the note, and that where general

and specific terms conflict, the specific terms control. Pet. at 7-8 (citing *Wilshire Ins. Co. v. S.A.*, [224 Ariz. 97, 99 ¶ 9](#) (App. 2010)).

But as the Decision properly acknowledged, Mr. Lee “does not cite any specific terms of the Note that conflict with Section 11’s unambiguous payment obligation upon ‘PC’ and by extension Lee.” [Decision ¶ 26](#). Section 11 of the purchase agreement references the note when laying out repayment terms. Tr. Ex. 5 ([APP146](#)). The note and purchase agreement impose obligations on Mr. Lee, as a party to the purchase agreement, and Wicken Cure, as a maker on the note, respectively, to make \$50,000 monthly payments on the purchase price. COA Answering Br. at 71-74. The terms don’t conflict. Moreover, Mr. Lee doesn’t explain why the terms of the note are more specific than the purchase agreement.

By imposing liability on Mr. Lee, the Decision properly construed the terms of the purchase agreement to “give effect to all terms of the contract to avoid any term being rendered superfluous.” [Decision ¶ 23](#) (quoting *Terrell v. Torres*, [248 Ariz. 47, 50 ¶ 14](#) (2020)). The Court should deny review of this routine application of contract law.

ARCAP 21

Fee request. Pursuant to [ARCAP 21](#), Dr. Kirk requests attorneys' fees under § 30 of the purchase agreement (Tr. Ex. 5 ([APP160-61](#))) and [A.R.S. § 12-341.01](#) because this action arises out of contract.

Opposition. Mr. Lee requests (at 15) fees incurred in this Court and lower courts. The Court should deny the fees because Mr. Lee should not be the prevailing party. If the Court awards fees to Mr. Lee, it should limit fees to those incurred in this Court; he cites no basis for awarding fees incurred in the superior court.

CONCLUSION

The Court should deny review and award Dr. Kirk his attorneys' fees.

RESPECTFULLY SUBMITTED this 1st day of April, 2025.

OSBORN MALEDON, P.A.

By /s/ Eric M. Fraser

Eric M. Fraser
Alexandria N. Karpurk
2929 N. Central Avenue, Suite 2000
Phoenix, Arizona 85012

Sharon A. Urias
GREENSPOON MARDER LLP
8585 E. Hartford Drive, Suite 700
Scottsdale, Arizona 85225

Attorneys for Plaintiffs/ Appellees
EOM&D Management, LLC;
Edward Kirk, DDS; and Olivia Kirk

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* The appendix page number matches the electronic PDF page number. Counsel has added emphasis to selected pages in this Appendix using yellow highlighting to assist the Court with its review of the record. Some record items included in the Appendix contain only a limited excerpt. This Appendix complies with the bookmarking requirements of ARCAP 13.1(d)(3).

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95.	(PART 1 OF 2) MOTION FOR WITHDRAWAL AS COUNSEL OF RECORD FOR ANDREW LEE WITHOUT CLIENT CONSENT	Feb. 1, 2018
96.	(PART 2 OF 2) MOTION FOR WITHDRAWAL AS COUNSEL OF RECORD FOR ANDREW LEE WITHOUT CLIENT CONSENT	Feb. 1, 2018

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97.	(PART 1 OF 3) MOTION FOR ORDER TO SET RECEIVER'S RATE AND APPROVE ENGAGEMENT OF SIMON CONSULTING, LLC, AND GUTTILLA MURPHY ANDERSON, P.C.	Feb. 5, 2018
98.	(PART 2 OF 3) MOTION FOR ORDER TO SET RECEIVER'S RATE AND APPROVE ENGAGEMENT OF SIMON CONSULTING, LLC, AND GUTTILLA MURPHY ANDERSON, P.C.	Feb. 5, 2018
99.	(PART 3 OF 3) MOTION FOR ORDER TO SET RECEIVER'S RATE AND APPROVE ENGAGEMENT OF SIMON CONSULTING, LLC, AND GUTTILLA MURPHY ANDERSON, P.C.	Feb. 5, 2018
100.	(PART 1 OF 2) MOTION TO APPROVE THE ENGAGEMENT OF METZ & ASSOCIATES TO CONDUCT ANNUAL AUDIT OF MMJ APOTHECARY, GP	Feb. 5, 2018
101.	(PART 2 OF 2) MOTION TO APPROVE THE ENGAGEMENT OF METZ & ASSOCIATES TO CONDUCT ANNUAL AUDIT OF MMJ APOTHECARY, GP	Feb. 5, 2018
102.	ME: RULING [02/02/2018]	Feb. 6, 2018
103.	(PART 1 OF 2) MOTION TO APPROVE RECEIVER'S STATUS REPORT DATED FEBRUARY 6, 2018	Feb. 6, 2018
104.	(PART 2 OF 2) MOTION TO APPROVE RECEIVER'S STATUS REPORT DATED FEBRUARY 6, 2018	Feb. 6, 2018
105.	NOTICE OF TRANSCRIPT ORDERING AND STATEMENT OF ISSUES ON APPEAL	Feb. 6, 2018
106.	PLAINTIFF WICKEN CURE, LLC'S NOTICE OF APPEAL	Feb. 6, 2018
107.	ORDER EXTENDING DEADLINE TO RESPOND TO COMPLAINT IN INTERVENTION	Feb. 9, 2018
108.	NOTICE OF SUBSTITUTION OF COUNSEL FOR ANDREW AND LOIS LEE	Feb. 9, 2018
109.	(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, 2017 TO DECEMBER 31, 2017	Feb. 9, 2018
110.	(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, 2017 TO DECEMBER 31, 2017	Feb. 9, 2018

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111.	(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, 2017 TO DECEMBER 31, 2017	Feb. 9, 2018
112.	ORDER GRANTING SUBSTITUTION OF COUNSEL	Feb. 9, 2018
113.	AMENDED ORDER APPOINTING RECEIVER	Feb. 9, 2018
114.	ME: SUBSTITUTION OF COUNSEL [02/09/2018]	Feb. 13, 2018
115.	NOTICE OF APPEARANCE	Feb. 16, 2018
116.	NOTICE OF TRANSCRIPT ORDERING AND STATEMENT OF ISSUES ON APPEAL	Feb. 21, 2018
117.	ANDREW AND LOIS LEE'S ANSWER TO VERIFIED FIRST AMENDED COUNTERCLAIM	Feb. 23, 2018
118.	DESIGNATION OF ADDITIONAL TRANSCRIPT FOR APPEAL	Feb. 23, 2018
119.	DESIGNATION OF ADDITIONAL TRANSCRIPT FOR APPEAL	Feb. 26, 2018
120.	COURT OF APPEALS RECEIPT	Feb. 27, 2018
121.	ELECTRONIC INDEX OF RECORD	Feb. 27, 2018
122.	(PART 1 OF 2) MOTION TO COMPEL PRODUCTION OF FILES TO RECEIVER	Feb. 27, 2018
123.	(PART 2 OF 2) MOTION TO COMPEL PRODUCTION OF FILES TO RECEIVER	Feb. 27, 2018
124.	DEFENDANTS/COUNTERCLAIMANTS' RULE 41 MOTION TO DISMISS COUNTERCLAIM AGAINST WICKEN CURE LLC	Mar. 1, 2018
125.	COURT OF APPEALS APPELLATE CLERK NOTICE DATED 03/05/2018	Mar. 5, 2018
126.	COURT OF APPEALS RECEIPT	Mar. 6, 2018
127.	ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, PC FOR THE PERIOD DECEMBER 1, 2017 TO DECEMBER 31, 2017	Mar. 9, 2018
128.	ORDER GRANTING SUBSTITUTION OF COUNSEL	Mar. 9, 2018
129.	ORDER APPROVING RECEIVER'S STATUS REPORT DATED FEBRUARY 6, 2018	Mar. 9, 2018

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130.	ORDER APPROVING THE ENGAGEMENT(SIC) OF METZ & ASSOCIATES TO CONDUCT ANNUAL AUDIT OF MMJ APOTHECARY, GP	Mar. 9, 2018
131.	ORDER APPROVING MOTION FOR ORDER TO SET RECEIVER'S RATE AND APPROVE THE ENGAGEMENT OF SIMON CONSULTING, LLC, AND GUTTILLA MURPHY ANDERSON, P.C.	Mar. 9, 2018
132.	COURT OF APPEALS RECEIPT	Mar. 13, 2018
133.	ELECTRONIC INDEX OF RECORD	Mar. 13, 2018
134.	DEFENDANTS/COUNTERCLAIMANTS' MOTION FOR PARTIAL JUDGMENT ON THE PLEADINGS AGAINST PLAINTIFF/COUNTERDEFENDANT ANDREW LEE AND JANE DOE LEE	Mar. 16, 2018
135.	RESPONSE TO THE KIRKS' MOTION TO COMPEL PRODUCTION OF FILES TO RECEIVER	Mar. 19, 2018
136.	COURT OF APPEALS AMENDED APPELLATE CLERK NOTICE	Mar. 21, 2018
137.	ME: ORAL ARGUMENT SET [03/20/2018]	Mar. 22, 2018
138.	ANDREW AND LOIS LEE'S MOTION TO ALTER AND EXPAND THE RECEIVERSHIP ORDER	Mar. 30, 2018
139.	(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, 2018 TO JANUARY 31, 2018	Apr. 2, 2018
140.	(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, 2018 TO JANUARY 31, 2018	Apr. 2, 2018
141.	(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, 2018 TO JANUARY 31, 2018	Apr. 2, 2018
142.	(PART 1 OF 2) REPLY IN SUPPORT OF MOTION TO COMPEL PRODUCTION OF FILES TO RECEIVER	Apr. 2, 2018
143.	(PART 2 OF 2) REPLY IN SUPPORT OF MOTION TO COMPEL PRODUCTION OF FILES TO RECEIVER	Apr. 2, 2018
144.	(PART 1 OF 2) MOTION TO EXTEND TIME FOR SERVICE OF VERIFIED FIRST AMENDED COUNTERCLAIM	Apr. 2, 2018

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145.	(PART 2 OF 2) MOTION TO EXTEND TIME FOR SERVICE OF VERIFIED FIRST AMENDED COUNTERCLAIM	Apr. 2, 2018
146.	ANDREW AND LOIS LEE'S RESPONSE TO DEFENDANTS/COUNTERCLAIMANTS' MOTION FOR PARTIAL JUDGMENT ON THE PLEADINGS AGAINST PLAINTIFFS/COUNTERDEFENDANTS ANDREW LEE AND LOIS LEE	Apr. 4, 2018
147.	ANDREW AND LOIS LEE'S ANSWER TO DR. PAUL LANDEMAN AND JANET KANDO'S INTERVENOR COMPLAINT	Apr. 5, 2018
148.	ANDREW AND LOIS LEE'S ANSWER TO HG ARIZONA INVESTMENTS, LLC'S INTERVENOR'S COMPLAINT	Apr. 5, 2018
149.	(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, 2018 TO FEBRUARY 28, 2018	Apr. 5, 2018
150.	(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, 2018 TO FEBRUARY 28, 2018	Apr. 5, 2018
151.	(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, 2018 TO FEBRUARY 28, 2018	Apr. 5, 2018
152.	ORDER	Apr. 6, 2018
153.	DEFENDANTS/COUNTERCLAIMANTS' REPLY IN SUPPORT OF THEIR MOTION FOR PARTIAL JUDGMENT ON THE PLEADINGS AGAINST PLAINTIFF/COUNTERDEFENDANT ANDREW LEE AND JANE DOE LEE	Apr. 13, 2018
154.	NOTICE OF JOINDER OF HG ARIZONA INVESTMENTS, LLC WITH ANDREW AND LOIS LEE'S MOTION TO ALTER AND EXPAND THE RECEIVERSHIP ORDER	Apr. 13, 2018
155.	DEFENDANTS' RESPONSE TO THE LEE'S MOTION TO ALTER AND EXPAND THE RECEIVERSHIP ORDER	Apr. 18, 2018
156.	COURT OF APPEALS LETTER OF TRANSMITTAL DATED 04/20/2018	Apr. 20, 2018
157.	COURT OF APPEALS ORDER DISMISSING APPEAL	Apr. 20, 2018
158.	(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, 2018 TO MARCH 31, 2018	Apr. 24, 2018

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159.	(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, 2018 TO MARCH 31, 2018	Apr. 24, 2018
160.	(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, 2018 TO MARCH 31, 2018	Apr. 24, 2018
161.	(PART 1 OF 2) RECEIVER'S MOTION TO APPROVE EMPLOYMENT OF MANAGER FOR THE DISPENSARY AND CULTIVATION FACILITY	Apr. 25, 2018
162.	(PART 2 OF 2) RECEIVER'S MOTION TO APPROVE EMPLOYMENT OF MANAGER FOR THE DISPENSARY AND CULTIVATION FACILITY	Apr. 25, 2018
163.	ORDER	Apr. 26, 2018
164.	ME: RULING [04/25/2018]	Apr. 27, 2018
165.	(PART 1 OF 2) MOTION TO AUTHORIZE ALTERNATIVE MEANS OF SERVICE BY EMAIL AND MAIL	Apr. 30, 2018
166.	(PART 2 OF 2) MOTION TO AUTHORIZE ALTERNATIVE MEANS OF SERVICE BY EMAIL AND MAIL	Apr. 30, 2018
167.	LEES' REPLY TO MOTION TO ALTER AND EXPAND THE RECEIVERSHIP ORDER	Apr. 30, 2018
168.	AFFIDAVIT OF SERVICE	May. 11, 2018
169.	SUMMONS	May. 14, 2018
170.	ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, PC FOR THE PERIOD JANUARY 1, 2018 TO JANUARY 31, 2018	May. 16, 2018
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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405.	(PART 2 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
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
419.	AFFIDAVIT OF SERVICE	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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491.	(PART 1 OF 4) NOTICE OF ERRATA	Jul. 17, 2019
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
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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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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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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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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
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571.	(PART 2 OF 2) DEFENDANTS/COUNTERCLAIMANTS EDWARD AND OLIVIA KIRK'S SUPPLEMENT TO EMERGENCY MOTION FOR CASE-TERMINATING SANCTIONS	Oct. 17, 2019
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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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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
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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
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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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No.	Document Name	Filed Date
596.	NOTICE OF DEPOSIT WITH THE COURT	Oct. 25, 2019
597.	(PART 1 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
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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No.	Document Name	Filed Date
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
638.	(PART 2 OF 3) REPLY IN SUPPORT OF THE MOTION TO TERMINATE THE RECEIVER	Dec. 9, 2019

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No.	Document Name	Filed Date
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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651.	RESPONSE TO MOTION TO RE-SET THE CULPRIT HEARING ON APPLICATION FOR OSC AND EMERGENCY MOTION FOR CASE TERMINATING SANCTIONS	Dec. 16, 2019
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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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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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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No.	Document Name	Filed Date
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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No.	Document Name	Filed Date
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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No.	Document Name	Filed Date
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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No.	Document Name	Filed Date
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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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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No.	Document Name	Filed Date
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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No.	Document Name	Filed Date
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
1028.	EXHIBIT 62 - 08/03/2021 - PLAINTIFF	Aug. 13, 2021
1029.	EXHIBIT 63 - 08/03/2021 - PLAINTIFF	Aug. 13, 2021
1030.	EXHIBIT 64 - 08/03/2021 - PLAINTIFF	Aug. 13, 2021
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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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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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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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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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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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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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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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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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



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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
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1024 1025 1026 1027 1028 1029 1030 1031 1032 1033 1034 1035 1036
1037 1038 1039 1040 1041 1042 1043 1044 1045

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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

NOTICE: NOT FOR OFFICIAL PUBLICATION.
UNDER ARIZONA RULE OF THE SUPREME COURT 111(c), THIS DECISION IS NOT PRECEDENTIAL
AND MAY BE CITED ONLY AS AUTHORIZED BY RULE.

IN THE
ARIZONA COURT OF APPEALS
DIVISION ONE

EOM&D MANAGEMENT, LLC, et al., *Plaintiffs/Appellees*,

and

JOHNNY NAMROUD, *Defendant/Appellee*,

v.

ANDREW LEE, et al., *Defendants/Appellants*,

PAUL LANDESMAN, et al., *Intervenors/Appellees*.

No. 1 CA-CV 23-0155

FILED 12-19-2024

Appeal from the Superior Court in Maricopa County

No. CV2017-055732

The Honorable Randall H. Warner, Judge

AFFIRMED

COUNSEL

Greenspoon Marder LLP, Scottsdale
By Sharon A. Urias, Daniel Nageotte
Co-Counsel for Plaintiffs/Appellees

Osborn Maledon, P.A., Phoenix
By Eric M. Fraser, Alexandria N. Karpurk
Co-Counsel for Plaintiffs/Appellees

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Dickinson Wright PLLC, Phoenix
By Timothy I. McCulloch
Counsel for Defendant/Appellee

Greenbriar Law PLC, Phoenix
By Michael W. Baldwin
Counsel for Defendants/Appellants

Papetti Samuels Weiss LLP, Scottsdale
By Randall S. Papetti, Jennifer Lee-Cota
Counsel for Intervenor/Appellees

MEMORANDUM DECISION

Vice Chief Judge Randall M. Howe delivered the decision of the court, in which Presiding Judge Michael S. Catlett and Judge Jennifer M. Perkins joined.

H O W E, Judge:

¶1 Andrew Lee appeals the trial court’s orders sanctioning him and finding him personally liable for the balance of a business’s purchase price. We affirm.

FACTS AND PROCEDURAL BACKGROUND

¶2 Edward Kirk (“Kirk”), Olivia Kirk, Michael Lewis, and David Echeverria (collectively, the “Kirk group”) formed MMJ Apothecary, a not-for-profit partnership, to operate a medical marijuana dispensary in Wickenburg. MMJ holds a dispensary license from the Arizona Department of Health Services (the “Department”). The Kirk group also formed for-profit EOM&D Management, LLC, which received management fees from MMJ.

¶3 In 2015, the Kirk group sold MMJ to Lee, Johny Namroud, Ramina Ishac, and Roula Harris for \$3.7 million (the “Lee group”). The purchase agreement (the “Agreement”) required the Kirk group members to relinquish their interest in MMJ. Under the Agreement, the Lee group immediately transferred \$1.2 million to the Kirk group and agreed to pay the remaining \$2.5 million according to the terms of a promissory note (the

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“Note”). The Agreement further provided that “[i]n accordance with the terms of the Note,” “PC,” defined as the members of the Lee group, would remit to the Kirk group \$50,000 monthly until it had paid off the balance of the Note.

¶4 To operate MMJ, the Lee group then formed Wicken Cure, LLC as the for-profit management company of MMJ. Concurrent with the payment terms of the Agreement, the Note obligated Wicken Cure to pay EOM&D for the duration of the Note. Wicken Cure secured the Note via a pledge agreement that granted EOM&D a membership interest in Wicken Cure until the Note was paid in full. Lee, Ishac, Harris, and Namroud each signed the Agreement, Note, and pledge agreement.

¶5 After the Agreement, Kirk continued to provide consulting services to MMJ and Wicken Cure. In July 2016, the Department informed Kirk that MMJ’s license renewal application was incomplete because Ishac lacked a valid dispensary agent card. Kirk then emailed the Lee group, suggesting that Ishac resign from MMJ. On August 2, Lee’s daughter-in-law emailed the Lee group from his address with Ishac’s resignation letter, backdated to May 1, 2016. Shortly thereafter, Lee informed Amy Buchholz, MMJ’s office administrator, that MMJ’s corporate records must reflect that Ishac resigned before the expiration of her dispensary agent card.

¶6 On August 16, Lee emailed Buchholz an amendment (the “Amendment”) to MMJ’s bylaws substituting the Kirks for Ishac and Harris as officers of MMJ. The attachment had Lee’s signature but left blank lines for the date and the Kirks’ and Namroud’s signatures. Lee also included a copy of his driver’s license. Later, the Kirks and Namroud signed the Amendment, which was dated May 1, 2016, and notarized with the same date. Lee was not physically present at the notarization.

¶7 Eventually, Lee and the Kirks disputed who owned and controlled MMJ. Lee, on behalf of MMJ and Wicken Cure, sued EOM&D and the Kirks, alleging breach of contract, civil conspiracy, and breach of fiduciary duty, and seeking declaratory relief in part to remove Kirk from MMJ’s board of directors. EOM&D and the Kirks counterclaimed for breach of contract, breach of fiduciary duty, and eviction and trespass, and sought relief declaring them as partners and owners of MMJ.

¶8 The court substituted the real party in interest, Lee, for MMJ and Wicken Cure. The court also appointed a temporary receiver for MMJ and later extended the receivership to cover Wicken Cure. The receivership prevented Wicken Cure from making payments on the Note to EOM&D.

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¶9 EOM&D and the Kirks moved for partial summary judgment, submitting a copy of the Amendment bearing only Lee’s signature and a copy bearing the additional signatures, date, and notarization. Lee moved to strike the exhibit, arguing “the signature [was,] in reality, a forgery.” Lee also submitted a signed declaration in which he claimed several times that he never signed the document.

¶10 In response, EOM&D and the Kirks moved for sanctions, arguing that Lee’s declaration was false. Along with the motion, they submitted a signed declaration of Buchholz. In her declaration, Buchholz explained that, in August 2016, Lee had told her that the amended bylaws needed to reflect May 1, 2016, as the date of the Amendment. Lee directed her to find “a notary who could help expedite and finalize the process.” Lee subsequently filed a complaint with the Attorney General’s Office against the notary who notarized the Amendment. The Attorney General’s investigation found that the notary had “failed to meet the standards of the law” in notarizing the Amendment.

¶11 The court found that Lee’s statement in his declaration that “he never signed the Amendment to the Bylaws of MMJ [] and that the signature on the document is not his signature . . . is untrue.” It also found that Lee’s avowals that his signature “was fraudulently affixed” was “also untrue.” Finding that sanctions were warranted under Rule 56 of the Arizona Rules of Civil Procedure, A.R.S. § 12-349(A)(3), and the inherent power of the court to sanction bad faith conduct, the court awarded attorneys’ fees and costs to EOM&D and the Kirks in the amount of \$220,867.24.

¶12 The court later held a five-day trial on the merits of the case. The court ruled that (1) Lee “has a contractual obligation under Section 11 of the [Purchase] Agreement to pay \$50,000 per month . . . as part of the purchase price,” (2) his obligation is “parallel to but independent of” Wicken Cure’s obligation to make monthly payments under the promissory note, and (3) Lee “breached his payment obligation under the Section 11 of the [Purchase] Agreement” by failing to make monthly payments. It therefore found Lee liable for the \$1,649,096.48 balance of the purchase price.

DISCUSSION

¶13 Lee’s opening brief does not comply with the civil appellate rules because it fails to include citations to legal authority and the record in this case. *See* Ariz. R. Civ. App. P. 13(a). Nonetheless, we exercise our

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discretion to address the substance of the appeal. *See Clemens v. Clark*, 101 Ariz. 413, 414 (1966). Lee challenges the court's orders sanctioning him and finding him personally liable for the balance of the purchase price. We address each challenge below.

I. Sanctions

¶14 Lee argues that the court abused its discretion in sanctioning him for making misleading and false statements about the backdating of Ishac's resignation. Specifically, Lee argues that (1) the court failed to consider Kirk's deposition, (2) Buchholz's testimony was not credible, and (3) the court failed to consider the Attorney General's investigation of the notary. We review a sanctions award for abuse of discretion. *Hmielewski v. Maricopa County*, 192 Ariz. 1, 4 ¶ 13 (App. 1997). "We defer to the court's explicit or implicit factual findings and will affirm as long as such findings are supported by reasonable evidence." *Roberts v. City of Phoenix*, 225 Ariz. 112, 119 ¶ 24 (App. 2010).

A. Kirk's Deposition

¶15 Lee's arguments either ask us to reweigh the evidence or are not properly raised. First, Lee argues both that Kirk's deposition is absent from the court's factual timeline underlying its sanctions award and that the deposition explains Lee's statements at his own deposition claiming he did not sign the Amendment. Lee contends that Kirk falsely claimed Lee physically signed the Amendment in Wickenburg on May 1, 2016, and that he was "so perturbed and infuriated" by Kirk's claim that "he never even considered the possibility" that the blank Amendment he signed in August would subsequently be backdated and notarized. Essentially, Lee argues that Kirk's deposition shows that Lee's own statements claiming that he did not sign the Amendment were not intentionally false or misleading.

¶16 Lee submitted Kirk's deposition as part of his motion to strike. Because Kirk's deposition was part of the record before the trial court, we presume that the court considered it. *See Able Distrib. Co. v. James Lampe, Gen. Contractor*, 160 Ariz. 399, 409 (App. 1989) ("We presume that after admitting this evidence, the trial court considered it.").

¶17 Regardless, Kirk's deposition does not undermine the court's findings that Lee made false or misleading statements. At his deposition, Kirk stated that he was "90 percent certain" that Lee physically signed the Amendment in Wickenburg on May 1 together with the other parties. Even if Kirk's statement justified Lee's claim during his own deposition that he had not signed the Amendment, Lee *also* later moved to strike the

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Amendment and submitted a declaration claiming the same. In other words, Lee doubled down on his claim that he did not sign the Amendment, belying his argument that he was simply confused in the heat of the moment by Kirk's statement.

¶18 Further, the court heard other evidence that Lee knew he was signing the Amendment and that it would be backdated to May 1. Among that evidence, the court considered (1) the emails Kirk and Lee sent about Ishac's need to resign to renew MMJ's license, (2) Buchholz's declaration that Lee instructed her to find a notary and that the Amendment needed to reflect the May 1 date, and (3) an email from Lee shortly before his deposition to an attorney stating that "[o]n 8/16/16, our consultant Kirk stated these needed to be signed immediately and sent in or we couldn't have the license renewed." The court considered reasonable evidence, *see Roberts*, 225 Ariz. at 119 ¶ 24, and whatever the merit of Kirk's deposition relative to this other evidence, we will not reweigh the evidence on appeal, *Williams v. King*, 248 Ariz. 311, 317 ¶ 26 (App. 2020).

¶19 Finally, Lee also makes two arguments about his knowledge of the backdating based on the relationship between his attorneys and the Amendment and the relationship between Kirk and the State of Arizona. Lee does not include record citations to support either of these arguments, which are therefore waived. Ariz. R. Civ. App. P. 13(a); *Ramos v. Nichols*, 252 Ariz. 519, 522 ¶ 8 (App. 2022) ("An appellant who fails to make a 'bona fide and reasonably intelligent effort to comply with the rules' will waive issues and arguments 'not supported by adequate explanation, citations to the record, or authority.'" (quoting *In re Aubuchon*, 233 Ariz. 62, 64–65 ¶ 6 (2013))).

B. Buchholz's Declaration

¶20 Next Lee argues (1) that Buchholz's declaration lacks credibility because he had two notaries in his office, and (2) if the court believed Buchholz's testimony, then Kirk perjured himself at his deposition. But this Court defers to the trial court's "determination of witnesses' credibility and the weight to give conflicting evidence." *Gutierrez v. Gutierrez*, 193 Ariz. 343, 347 ¶ 13 (App. 1998). As a result, we will not reweigh the credibility of Buchholz's testimony. Further, whether Kirk perjured himself is not at issue. Even if he did (which we do not decide), as discussed *supra* ¶ 18, the court considered both Buchholz's declaration and other evidence in sanctioning Lee. The court did not err by relying in part on her declaration.

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C. The Attorney General's Investigation

¶21 Finally, Lee argues that the court erred in not considering the Attorney General's findings about the notary's violations of law. He argues that the investigation casts doubt on Buchholz's testimony and knowledge of the plan to backdate the Amendment. Lee raised this argument for the first time in a motion for reconsideration and "arguments raised for the first time in [such a motion] are not preserved for appeal." *Levine v. Haralson, Miller, Pitt, Feldman & McAnally, P.L.C.*, 244 Ariz. 234, 239 ¶ 16 (App. 2018). We thus do not consider it.

¶22 But even if we were to consider this argument, Lee asks us to reweigh the evidence and determine witness credibility, which we will not do. *Williams*, 248 Ariz. at 317 ¶ 26; *Gutierrez*, 193 Ariz. at 347 ¶ 13. Further, Lee concedes in his brief that he signed the Amendment. The court found Lee's statements untrue that "he never signed the Amendment and that the signature on the document is not his signature." Whatever the circumstances surrounding the notarization and addition of signatures to the Amendment, Lee effectively concedes that he made a false statement. Reasonable evidence supports the court's findings. *See Roberts*, 225 Ariz. at 119 ¶ 24. We discern no error.

II. Liability Under the Agreement

¶23 Lee argues that the court erred in finding that the Agreement creates a personal payment obligation independent of the Note because (1) Wicken Cure, and not Lee personally, made all payments on the Note before the receiver's appointment, and (2) Section 11 of the Agreement stated only in general terms the Note's more specific conditions. We review the trial court's interpretation of a contract de novo. *See Rand v. Porsche Fin. Servs.*, 216 Ariz. 424, 434 ¶ 37 (App. 2007) (noting that contract interpretation is a question of law). In interpreting a contract, courts "seek to discover and effectuate the parties' expressed intent." *Terrell v. Torres*, 248 Ariz. 47, 49 ¶ 14 (2020). We construe the contract's language according to its plain, ordinary meaning, attempting "to reconcile and give effect to all terms of the contract to avoid any term being rendered superfluous." *Id.* at 50 ¶ 14. We interpret a contract in its entirety, seeking to effectuate the parties' intent as to all terms. *Id.* at 49-50 ¶ 14.

¶24 Lee appears to argue that Wicken Cure's payment history under the Note nullifies any independent payment obligation under the Agreement because "[t]he acts of the parties themselves, before disputes arise, are the best evidence of the meaning of doubtful contractual terms."

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(Quoting *United Cal. Bank v. Prudential Ins. Co. of Am.*, 140 Ariz. 238, 266 (App. 1983)). Lee did not raise this argument in the trial court, which is therefore waived. *Roebuck v. Mayo Clinic*, 256 Ariz. 161, 166 ¶ 16 (App. 2023) (noting that arguments not presented to the trial court are waived on appeal).

¶25 But even if we consider the argument, Section 11 of the Agreement's payment obligation is unambiguous and not "doubtful." Section 11 states that "PC shall remit to the Partners the sum of Fifty Thousand (\$50,000.00) per month . . . until the balance of Two Million Five Hundred Thousand (\$2,500,000.00) is paid in full." The Agreement defined "PC" as "Andrew Lee, Ramina Ishac, and Roula Harris, Johny Namroud." Further, Wicken Cure is not a party to the Agreement but rather only Lee and the other members of the Lee and Kirk groups are parties. Thus, the Agreement obliged the Lee Group members to pay the Partners \$50,000.00 per month. Had Lee wished to shift liability from himself to Wicken Cure, the Agreement could have made Wicken Cure a party and stated that "Wicken Cure shall remit" But the Agreement does not state so. We will thus not introduce ambiguity into the Agreement by considering parol evidence.

¶26 Next, Lee argues the court did not harmonize Section 11 with the terms of the Note. But Lee does not cite any specific terms of the Note that conflict with Section 11's unambiguous payment obligation upon "PC" and by extension Lee. Instead, his claim that the court failed to harmonize the Agreement with the Note is simply a bald conclusory assertion without citations or support. Thus, his failure to meaningfully develop this point constitutes abandonment, see *MacMillan v. Schwartz*, 226 Ariz. 584, 591 ¶ 33 (App. 2011) ("Merely mentioning an argument in an appellate opening brief is insufficient."), and his failure to cite the record constitutes waiver, see Ariz. R. Civ. App. P. 13(a)(7); *Ramos*, 252 Ariz. at 522 ¶ 8.

CONCLUSION

¶27 We affirm. In our discretion, we grant EOM&D and the Kirks' request for their reasonable attorneys' fees and costs under A.R.S. §§ 12-341 and -341.01 upon compliance with Arizona Rule of Civil Appellate Procedure 21 because this action arose out of a contract and they were successful on appeal.



AMY M. WOOD • Clerk of the Court
FILED: TM

SUPERIOR COURT OF ARIZONA
MARICOPA COUNTY

CV 2017-055732

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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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, Johnny 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.

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

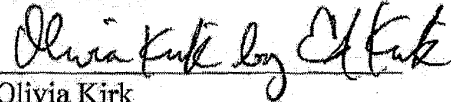
EOM&D Management, LLC
by the undersigned Members and
Duly Authorized Agents



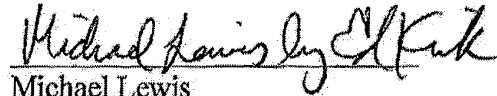
David Echeverria



Edward Kirk



Olivia Kirk

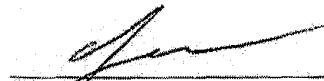


Michael Lewis

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.

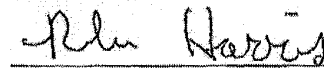
Wicken Cure, L.L.C., by the
undersigned Members and Duly
Authorized Agents



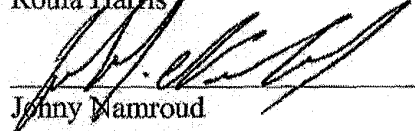
Andrew Lee



Ramina Ishac



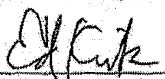
Roula Harris



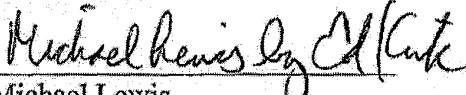
Jonny Mamroud

Duly Authorized Agents


David Echeverria


Edward Kirk

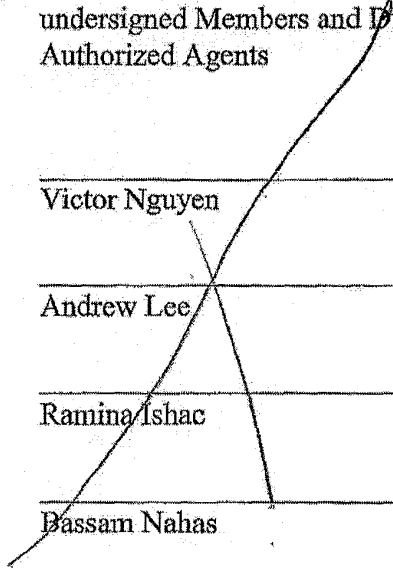

Olivia Kirk


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.

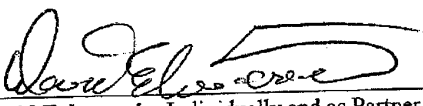
If a lawsuit is brought by an attorney employed by either party to enforce any of the terms and conditions of this Agreement, the prevailing party shall be entitled to be compensated for their or its reasonable attorneys' fees and reasonable expenses from the other party, regardless of whether a lawsuit 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.

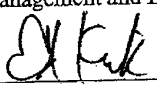
IN WITNESS WHEREOF, this Agreement has been duly executed by the parties.

-MAY BE SIGNED IN COUNTERPARTS-

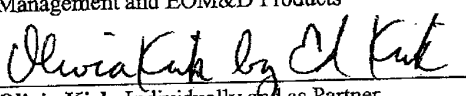
PARTNERS, HAH, EOM&D MANAGEMENT AND EOM&D PRODUCTS, by:


David Echeverria, Individually and as Partner
in HAH and as a Member of EOM&D
Management and EOM&D Products

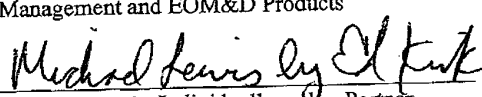
4-22-15
Date


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

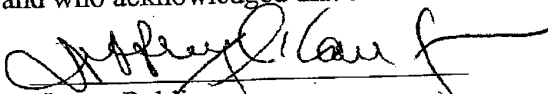
4-22-15
Date


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)

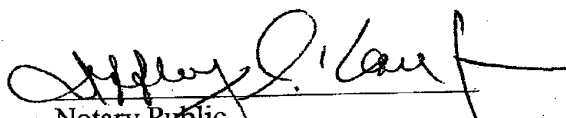
On this, the 22 day of April, 2015, before me, the undersigned notary public, personally appeared **David Echeverria** known to me to be the person whose name is subscribed to the foregoing instrument and who acknowledged that she executed the same for the purposes therein contained.


Notary Public

My Commission Expires:

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

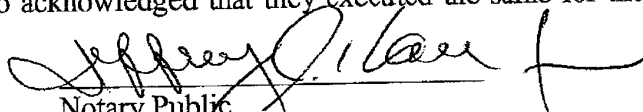
On this, the 22 day of April, 2015, before me, the undersigned notary public, personally appeared **Edward Kirk**, known to me to be the person whose name is subscribed to the foregoing instrument and who acknowledged that they executed the same for the purposes therein contained.


Notary Public

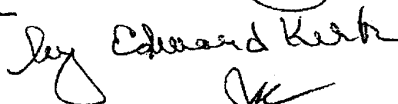
My Commission Expires:

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.

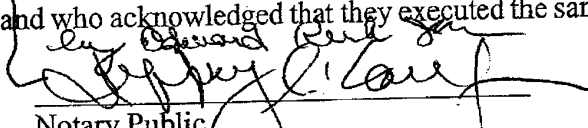

Notary Public

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

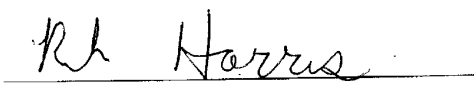
4-22-15
Date


Andrew Lee

4/22/15
Date

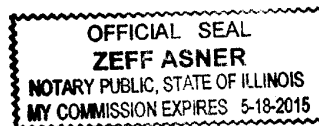

Ramina Ishac

4/22/15
Date


Roula Harris

4/22/15
Date

ILUNOIS
STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)



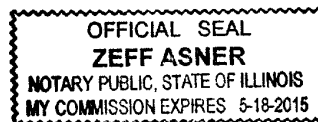
On this, the 22nd day of April, 2015, before me, the undersigned notary public,

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.

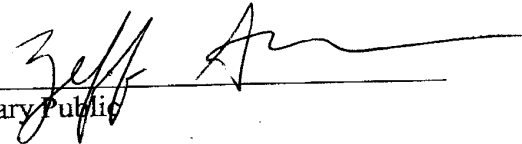

Notary Public

My Commission Expires:

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

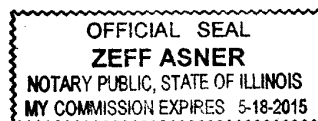


On this, the 22nd day of April, 2015, before me, the undersigned notary public, personally appeared **Andrew Lee**, known to me to be the person whose name is subscribed to the foregoing instrument and who acknowledged that they executed the same for the purposes therein contained.


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.

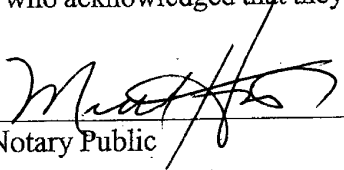

Notary Public

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.

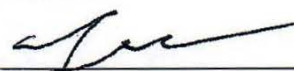
This Promissory Note and payment hereunder are secured by Chattel Security Agreements and Uniform Commercial Code Financing Statements (UCC-1's) upon the assets of Wicken Cure, LLC and the assets of MMJ Apothecary dba Hassayampa Alternative Health, an Arizona general partnership (HAH), and secured by 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.

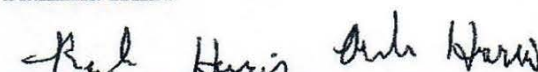
An Arizona Member-managed limited liability company, by each of its undersigned Members and duly authorized agents




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

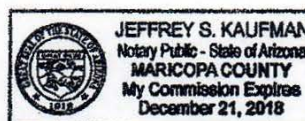
My Commission Expires: 10/24/18

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

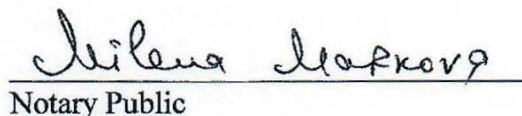
My Commission Expires:



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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WITNESS

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FOR THE PLAINTIFFS

Lee, Andrew

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107

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 COURT: Yeah. As I said when you're
2 questioning a witness or speaking, you can take your
3 mask off.

4

5 DIRECT EXAMINATION

6 BY MR. LOEVY:

7 Q. All right. If you would state your name
8 for the record.

9 A. Andrew Lee.

10 Q. And where are you from?

11 A. Chicago, Illinois.

12 Q. Are you married?

13 A. Yes.

14 Q. Who are you married to?

15 A. Lois Lee.

16 Q. Is that someone you've been married to for
17 a long time?

18 A. 55 years.

19 Q. And where do you live?

20 A. Norton Grove, Illinois.

21 Q. Andy, relax. We're having a conversation
22 here.

23 Are you nervous?

24 A. Yes.

25 Q. All right, just -- just a conversation.

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
2
3 STATE OF ARIZONA)

4) ss.

5 COUNTY OF MARICOPA)
6
7

8 I, LORI REINHARDT, having been first duly
9 sworn and appointed as Official Court Reporter
10 herein, do hereby certify that the foregoing pages
11 constitute a full, true, and accurate transcript of
12 all proceedings had in the above-entitled matter, all
13 done to the best of my skill and ability.
14

15 I FURTHER CERTIFY that I am in no way
16 related to any of the parties hereto, nor am I in any
17 way interested in the outcome hereof.
18

19 DATED at Phoenix, Arizona, this 3rd day of
20 August, 2021.
21
22

23 /S/ Lori Reinhardt

24 CERTIFIED REPORTER

25 AZ CR No. 50331

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.)	

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Phoenix, Arizona
August 3, 2021

BEFORE THE HONORABLE JUDGE WARNER

REPORTER'S TRANSCRIPT OF PROCEEDINGS

TRIAL DAY 2

COPY

KRISTYN L. LOBRY, RPR
Certified Court Reporter # 50954
(602) 506-1608
kristyn.lobry@jbazmc.maricopa.gov

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.
Attorney at Law

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

INDEXWITNESSPAGE**ANDREW LEE**

Cross-Examination Cont. by Ms. Urias	5
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EDWARD KIRK

Direct Examination by Mr. Loevy	84
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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 Q. All right. And when you resigned did you
2 understand you were walking away from your economic
3 rights?

4 A. I never considered the economic -- anything
5 economically in that. It's -- I just didn't want the
6 liability of being sued for something I had nothing --
7 no participation in.

8 Q. All right.

9 MR. LOEVY: Your Honor, if you wanted to skip
10 five minutes early this would be a break time? Or I can
11 start a new area?

12 THE COURT: No. This is a good break time.
13 It's 11:58. We've got three clocks. They're all
14 different times, but this is the official one
15 (indicating).

16 All right, folks, we're going to recess.

17 Yeah, we'll recess. We'll see you at 1:30.

18

19

20

21

22 (Matter in recess at 11:58 a.m.)

23

24

25

C E R T I F I C A T E

I, **KRISTYN L. LOBRY**, Official Certified Reporter
herein, hereby certify that the foregoing is a true and
accurate transcript of the proceedings herein all done
to the best of my skill and ability.

Dated at Phoenix, Arizona, this 4th day of
August, 2021.

/s/ Kristyn L. Lobry
Kristyn L. Lobry, RPR
Certified Reporter No. 50954
Official Court Reporter
Maricopa County
Superior Court
Phoenix, Arizona 85003
602-506-1608