

**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**

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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This unpublished memorandum decision does not warrant review.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](#)-[APP168](#)). 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.<sup>1</sup> *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

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<sup>1</sup> 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, Johny 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.

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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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| 75. | (PART 1 OF 2) RESPONSE TO DEFENDANTS' MOTION TO DISQUALIFY COUNSEL FROM REPRESENTING ANDREW LEE   | Jan. 16, 2018        |
| 76. | (PART 2 OF 2) RESPONSE TO DEFENDANTS' MOTION TO DISQUALIFY COUNSEL FROM REPRESENTING ANDREW LEE   | Jan. 16, 2018        |
| 77. | (PART 1 OF 5) MOTION TO DESIGNATE CASE AS COMPLEX   | Jan. 16, 2018        |
| 78. | (PART 2 OF 5) MOTION TO DESIGNATE CASE AS COMPLEX   | Jan. 16, 2018        |

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| 79. | (PART 3 OF 5) MOTION TO DESIGNATE CASE AS COMPLEX   | Jan. 16, 2018        |
| 80. | (PART 4 OF 5) MOTION TO DESIGNATE CASE AS COMPLEX   | Jan. 16, 2018        |
| 81. | (PART 5 OF 5) MOTION TO DESIGNATE CASE AS COMPLEX   | Jan. 16, 2018        |
| 82. | CERTIFICATION OF COMPLEXITY   | Jan. 16, 2018        |
| 83. | PLAINTIFFS' MMJ APOTHECARY AND WICKEN CURE, LLC'S NOTICE OF FIRST AGREED EXTENSION OF TIME TO RESPOND TO DEFENDANTS MOTIONS TO DISQUALIFY DATED DECEMBER 22, 2017 AND DECEMBER 28, 2017 | Jan. 17, 2018        |
| 84. | STIPULATION TO EXTEND DEADLINE TO RESPOND TO COMPLAINT IN INTERVENTION  | Jan. 18, 2018        |
| 85. | NOTICE OF LODGING PROPOSED ORDER  | Jan. 18, 2018        |
| 86. | (PART 1 OF 2) REPLY IN SUPPORT OF MOTION TO DISQUALIFY COUNSEL FROM REPRESENTING ANDREW LEE   | Jan. 22, 2018        |
| 87. | (PART 2 OF 2) REPLY IN SUPPORT OF MOTION TO DISQUALIFY COUNSEL FROM REPRESENTING ANDREW LEE   | Jan. 22, 2018        |
| 88. | PLAINTIFFS MMJ APOTHECARY AND WICKEN CURE, LLC'S NOTICE OF APPEAL   | Jan. 22, 2018        |
| 89. | RESPONSE TO MOTION TO DESIGNATE CASE AS COMPLEX   | Jan. 24, 2018        |
| 90. | <b>ME: RULING [01/24/2018]</b>  | <b>Jan. 26, 2018</b> |
| 91. | VERIFIED FIRST AMENDED COUNTERCLAIM   | Jan. 26, 2018        |
| 92. | MOTION FOR ATTORNEY WITHDRAWAL WITHOUT CONSENT  | Jan. 29, 2018        |
| 93. | REPLY IN SUPPORT OF MOTION TO DESIGNATE CASE AS COMPLEX   | Jan. 31, 2018        |
| 94. | MOTION FOR ATTORNEY WITHDRAWAL WITHOUT CONSENT  | Feb. 1, 2018         |
| 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. | <b>ME: RULING [02/02/2018]</b>   | <b>Feb. 6, 2018</b> |
| 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. | <b>ME: SUBSTITUTION OF COUNSEL [02/09/2018]</b>  | <b>Feb. 13, 2018</b> |
| 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. | <b>ME: ORAL ARGUMENT SET [03/20/2018]</b>  | <b>Mar. 22, 2018</b> |
| 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<br>VERIFIED FIRST AMENDED COUNTERCLAIM   | Apr. 2, 2018  |
| 146. | ANDREW AND LOIS LEE'S RESPONSE TO<br>DEFENDANTS/COUNTERCLAIMANTS' MOTION FOR PARTIAL<br>JUDGMENT ON THE PLEADINGS AGAINST<br>PLAINTIFFS/COUNTERDEFENDANTS ANDREW LEE AND LOIS LEE | Apr. 4, 2018  |
| 147. | ANDREW AND LOIS LEE'S ANSWER TO DR. PAUL LANDEMAN AND<br>JANET KANDO'S INTERVENOR COMPLAINT   | Apr. 5, 2018  |
| 148. | ANDREW AND LOIS LEE'S ANSWER TO HG ARIZONA INVESTMENTS,<br>LLC'S INTERVENOR'S COMPLAINT   | Apr. 5, 2018  |
| 149. | (PART 1 OF 3) MOTION FOR ORDER APPROVING FEES AND COSTS<br>INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON,<br>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<br>INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON,<br>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<br>INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON,<br>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<br>MOTION FOR PARTIAL JUDGMENT ON THE PLEADINGS AGAINST<br>PLAINTIFF/COUNTERDEFENDANT ANDREW LEE AND JANE DOE LEE          | Apr. 13, 2018 |
| 154. | NOTICE OF JOINDER OF HG ARIZONA INVESTMENTS, LLC WITH<br>ANDREW AND LOIS LEE'S MOTION TO ALTER AND EXPAND THE<br>RECEIVERSHIP ORDER   | Apr. 13, 2018 |
| 155. | DEFENDANTS' RESPONSE TO THE LEE'S MOTION TO ALTER AND<br>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<br>INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON,<br>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. | <b>ME: RULING [04/25/2018]</b>   | <b>Apr. 27, 2018</b> |
| 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. | <b>ME: RULING [05/16/2018]</b>   | <b>May. 18, 2018</b> |
| 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. | <b>ME: ORAL ARGUMENT RESET [07/25/2018]</b>   | <b>Jul. 31, 2018</b> |
| 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. | <b>ME: ORDER ENTERED BY COURT [08/29/2018]</b>   | <b>Aug. 31, 2018</b> |
| 240. | ORDER APPROVING RECEIVER'S MOTION TO PAY AND MODIFY PRE-RECEIVERSHIP OBLIGATION  | Sep. 11, 2018        |
| 241. | <b>ME: ORDER ENTERED BY COURT [09/11/2018]</b>   | <b>Sep. 12, 2018</b> |
| 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. | <b>ME: ORAL ARGUMENT RESET [09/17/2018]</b>  | <b>Sep. 20, 2018</b> |

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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. | <b>ME: MATTER UNDER ADVISEMENT [10/12/2018]</b>  | <b>Oct. 15, 2018</b> |
| 274. | <b>ME: UNDER ADVISEMENT RULING [10/15/2018]</b>  | <b>Oct. 16, 2018</b> |
| 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. | <b>ME: ORDER ENTERED BY COURT [11/07/2018]</b>   | <b>Nov. 8, 2018</b>  |
| 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. | <b>ME: ORDER ENTERED BY COURT [11/14/2018]</b>   | <b>Nov. 15, 2018</b> |
| 290. | DEFENDANTS/COUNTERCLAIMANTS' NOTICE OF FILING UNDER SEAL   | Nov. 16, 2018        |
| 291. | ***SEALED*** ORIGINAL SEALED DOCUMENT (DECLARATION OF BASSAM NAHAS)  | Nov. 19, 2018        |
| 292. | <b>ME: DISQUALIFICATION [11/20/2018]</b>   | <b>Nov. 26, 2018</b> |
| 293. | <b>ME: CASE REASSIGNED [11/26/2018]</b>  | <b>Nov. 27, 2018</b> |

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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. | <b>ME: STATUS CONFERENCE SET [12/12/2018]</b>  | <b>Dec. 17, 2018</b> |
| 316. | <b>ME: MOTION WITHDRAWN [12/12/2018]</b>   | <b>Dec. 17, 2018</b> |
| 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. | <b>ME: RULING [02/27/2019]</b>   | <b>Mar. 1, 2019</b> |
| 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 COURTS 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        |
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| 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. | <b>ME: CASE REASSIGNED [09/17/2019]</b>  | Sep. 18, 2019 |
| 534. | NOTICE OF APPEARANCE AND NOTICE OF CHANGE OF JUDGE   | Sep. 18, 2019 |
| 535. | NOTICE OF EXTENSION OF TIME TO FILE RESPONSE TO RECEIVER'S MOTION TO APPROVE LOAN BETWEEN WICKEN CURE, LLC, AND SSW INVESTMENTS I, LLC   | Sep. 18, 2019 |

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| 536. | NOTICE OF FIRST EXTENSION OF TIME TO FILE RESPONSE TO RECEIVER'S MOTION TO APPROVE LOAN BETWEEN WICKEN CURE, LLC, AND SSW INVESTMENTS I, LLC                         | Sep. 19, 2019        |
| 537. | <b>ME: STATUS CONFERENCE SET [09/23/2019]</b>  | <b>Sep. 24, 2019</b> |
| 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. | <b>ME: RULING [09/27/2019]</b>   | <b>Oct. 3, 2019</b>  |
| 550. | <b>ME: RULING [10/01/2019]</b>   | <b>Oct. 3, 2019</b>  |
| 551. | NOTICE OF CHANGE OF JUDGE AS OF RIGHT  | Oct. 3, 2019         |

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| 553. | REPLY TO OBJECTION TO KIRKS' NOTICE OF CHANGE OF JUDGE AS OF RIGHT   | Oct. 9, 2019         |
| 554. | MOTION FOR TEMPORARY RESTRAINING ORDER AND PRELIMINARY INJUNCTION  | Oct. 9, 2019         |
| 555. | INTERVENORS' JOINDER IN THE KIRKS' RESPONSE TO THE RECEIVER'S MOTION TO APPROVE LOAN   | Oct. 9, 2019         |
| 556. | <b>ME: CASE REASSIGNED [10/08/2019]</b>  | <b>Oct. 10, 2019</b> |
| 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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| 566. | JOINT NOTICE OF OUTSTANDING MOTIONS AND STATUS   | Oct. 15, 2019        |
| 567. | INTERVENORS' REPLY IN SUPPORT(SIC) OF MOTION FOR DECLARATORY JUDGMENT RE: JANET KANDO IS A PARTNER AND DIRECTOR OF MMJ APOTHECARY, G.P.  | Oct. 15, 2019        |
| 568. | <b>ME: ORDER ENTERED BY COURT [10/16/2019]</b>   | <b>Oct. 17, 2019</b> |
| 569. | DEFENDANTS/COUNTERCLAIMANTS' MOTION FOR RECONSIDERATION  | Oct. 17, 2019        |
| 570. | (PART 1 OF 2) DEFENDANTS/COUNTERCLAIMANTS EDWARD AND OLIVIA KIRK'S SUPPLEMENT TO EMERGENCY MOTION FOR CASE-TERMINATING SANCTIONS   | Oct. 17, 2019        |
| 571. | (PART 2 OF 2) DEFENDANTS/COUNTERCLAIMANTS EDWARD AND OLIVIA KIRK'S SUPPLEMENT TO EMERGENCY MOTION FOR CASE-TERMINATING SANCTIONS   | Oct. 17, 2019        |
| 572. | NOTICE OF FILING DECLARATION OF JOHN VATISTAS  | Oct. 17, 2019        |
| 573. | NOTICE OF WITHDRAWAL OF MOTION FOR RECONSIDERATION   | Oct. 18, 2019        |
| 574. | ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C., FOR THE PERIOD JUNE 1, 2019 TO JUNE 30, 2019   | Oct. 21, 2019        |
| 575. | ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C., FOR THE PERIOD MAY 1, 2019 TO MAY 31, 2019   | Oct. 21, 2019        |
| 576. | ORDER APPROVING THE ENGAGEMENT OF METZ & ASSOCIATES TO CONDUCT ANNUAL AUDIT OF MMJ APOTHECARY, GP  | Oct. 21, 2019        |
| 577. | ORDER SETTING ASIDE DEFAULT AS TO JOHNY NAMROUD  | Oct. 21, 2019        |
| 578. | ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C., FOR THE PERIOD JULY 1, 2019 TO JULY 31, 2019   | Oct. 21, 2019        |

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| 579. | ORDER APPROVING MOTION TO APPROVE RECEIVER'S CULTIVATION AUCTION REPORT  | Oct. 21, 2019        |
| 580. | ORDER APPROVING MOTION TO APPROVE RECEIVER'S CULTIVATION AUCTION REPORT  | Oct. 21, 2019        |
| 581. | <b>ME: STATUS CONFERENCE [10/01/2019]</b>  | <b>Oct. 23, 2019</b> |
| 582. | <b>ME: ORAL ARGUMENT SET [10/18/2019]</b>  | <b>Oct. 23, 2019</b> |
| 583. | RECEIVER'S REPLY TO DEFENDANT/COUNTERCLAIMANTS' RESPONSE AND OBJECTIONS TO RECEIVER'S MOTION TO APPROVE RECEIVER'S FEES AND COSTS  | Oct. 23, 2019        |
| 584. | DEFENDANTS/COUNTERCLAIMANTS' POSITION STATEMENT REGARDING IMPACT OF FORECLOSURE ON WICKEN CURE   | Oct. 23, 2019        |
| 585. | (PART 1 OF 7) MOTION TO TERMINATE THE RECEIVER   | Oct. 24, 2019        |
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| 592. | MOTION FOR EXPEDITED BRIEFING AND ORAL ARGUMENT ON DEFENDANT NAMROUD'S MOTION TO TERMINATE THE RECEIVER  | Oct. 24, 2019        |
| 593. | (PART 1 OF 3) MOTION FOR ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD SEPTEMBER 1, 2019 TO SEPTEMBER 30, 2019 | Oct. 24, 2019        |
| 594. | (PART 2 OF 3) MOTION FOR ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD SEPTEMBER 1, 2019 TO SEPTEMBER 30, 2019 | Oct. 24, 2019        |
| 595. | (PART 3 OF 3) MOTION FOR ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD SEPTEMBER 1, 2019 TO SEPTEMBER 30, 2019 | Oct. 24, 2019        |

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| 598. | (PART 2 OF 6) DEFENDANT JOHNY NAMROUD'S JOINDER IN DEFENDANTS/COUNTERCLAIMANTS EDWARD AND OLIVIA KIRK'S RESPONSE TO NONPARTY HIMMELSTEIN'S AND RADIX LAW'S MOTION TO QUASH | Oct. 29, 2019       |
| 599. | (PART 3 OF 6) DEFENDANT JOHNY NAMROUD'S JOINDER IN DEFENDANTS/COUNTERCLAIMANTS EDWARD AND OLIVIA KIRK'S RESPONSE TO NONPARTY HIMMELSTEIN'S AND RADIX LAW'S MOTION TO QUASH | Oct. 29, 2019       |
| 600. | (PART 4 OF 6) DEFENDANT JOHNY NAMROUD'S JOINDER IN DEFENDANTS/COUNTERCLAIMANTS EDWARD AND OLIVIA KIRK'S RESPONSE TO NONPARTY HIMMELSTEIN'S AND RADIX LAW'S MOTION TO QUASH | Oct. 29, 2019       |
| 601. | (PART 5 OF 6) DEFENDANT JOHNY NAMROUD'S JOINDER IN DEFENDANTS/COUNTERCLAIMANTS EDWARD AND OLIVIA KIRK'S RESPONSE TO NONPARTY HIMMELSTEIN'S AND RADIX LAW'S MOTION TO QUASH | Oct. 29, 2019       |
| 602. | (PART 6 OF 6) DEFENDANT JOHNY NAMROUD'S JOINDER IN DEFENDANTS/COUNTERCLAIMANTS EDWARD AND OLIVIA KIRK'S RESPONSE TO NONPARTY HIMMELSTEIN'S AND RADIX LAW'S MOTION TO QUASH | Oct. 29, 2019       |
| 603. | STIPULATION TO EXTEND TIME FOR DEFENDANT JOHNY NAMROUD TO ANSWER VERIFIED FIRST AMENDED COUNTERCLAIM   | Oct. 31, 2019       |
| 604. | <b>ME: ORAL ARGUMENT RESET [10/31/2019]</b>  | <b>Nov. 1, 2019</b> |
| 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. | <b>ME: RULING [10/29/2019]</b>   | <b>Nov. 4, 2019</b> |
| 609. | NOTICE OF SUBSTITUTION OF COUNSEL  | Nov. 4, 2019        |

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| 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. | <b>ME: HEARING [11/01/2019]</b>  | <b>Nov. 7, 2019</b> |
| 617. | <b>ME: RULING [11/05/2019]</b>   | <b>Nov. 7, 2019</b> |
| 618. | STIPULATION AND JOINT MOTION TO RE-SET EVIDENTIARY HEARING AND ORAL ARGUMENT   | Nov. 7, 2019        |
| 619. | ORDER EXTENDING JOHNY NAMROUD'S TIME TO ANSWER VERIFIED FIRST AMENDED COUNTERCLAIM   | Nov. 8, 2019        |
| 620. | NOTICE OF DEPOSIT WITH THE COURT   | Nov. 8, 2019        |
| 621. | RESPONSE IN OPPOSITION TO MOTION TO TERMINATE THE RECEIVER   | Nov. 12, 2019       |
| 622. | DEFENDANTS/COUNTERCLAIMANTS EDWARD AND OLIVIA KIRK'S MOTION FOR SUMMARY JUDGMENT RE: CURRENT PARTNERSHIP/MEMBERSHIP IN MMJ APOTHECARY, G.P.                          | Nov. 13, 2019       |
| 623. | DEFENDANTS/COUNTERCLAIMANTS EDWARD AND OLIVIA KIRK'S MOTION MOTION(SIC) TO DISQUALIFY ATTORNEY ROBERT N. MANN AS COUNSEL OF RECORD FOR RADIX LAW AND BEN HIMMELSTEIN | Nov. 13, 2019       |

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| 624. | DEFENDANTS/COUNTERCLAIMANTS EDWARD AND OLIVIA KIRK'S SEPARATE STATEMENT OF FACTS IN SUPPORT OF THEIR MOTION FOR SUMMARY JUDGMENT RE: CURRENT PARTNERSHIP/MEMBERSHIP IN MMJ APOTHECARY, G.P. | Nov. 13, 2019 |
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| 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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| 640. | (PART 1 OF 2) RECEIVER'S POSITION STATEMENT REGARDING IMPACT OF LOAN VERSUS FORECLOSURE   | Dec. 12, 2019 |
| 641. | (PART 2 OF 2) RECEIVER'S POSITION STATEMENT REGARDING IMPACT OF LOAN VERSUS 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. | <b>ME: RULING [12/18/2019]</b>  | <b>Dec. 19, 2019</b> |
| 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. | <b>ME: MATTER UNDER ADVISEMENT [12/19/2019]</b>   | <b>Jan. 8, 2020</b>  |
| 661. | <b>ME: MATTER UNDER ADVISEMENT [12/20/2019]</b>   | <b>Jan. 8, 2020</b>  |
| 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. | <b>ME: ORAL ARGUMENT SET [01/16/2020]</b>  | <b>Jan. 22, 2020</b> |
| 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. | <b>ME: ORDER ENTERED BY COURT [02/18/2020]</b>   | <b>Feb. 19, 2020</b> |
| 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. | <b>ME: UNDER ADVISEMENT RULING [02/14/2020]</b>  | <b>Feb. 25, 2020</b> |
| 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. | <b>ME: ORDER ENTERED BY COURT [03/12/2020]</b>   | <b>Mar. 16, 2020</b> |
| 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. | <b>ME: ORAL ARGUMENT RESET [04/03/2020]</b>  | <b>Apr. 8, 2020</b>  |
| 716. | <b>ME: PRETRIAL CONFERENCE SET [04/03/2020]</b>  | <b>Apr. 8, 2020</b>  |
| 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. | <b>ME: RULING [03/26/2020]</b>   | <b>Apr. 10, 2020</b> |
| 720. | <b>ME: MATTER UNDER ADVISEMENT [03/27/2020]</b>  | <b>Apr. 13, 2020</b> |
| 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. | <b>ME: ORAL ARGUMENT SET [04/20/2020]</b>  | <b>Apr. 22, 2020</b> |
| 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. | <b>ME: MATTER UNDER ADVISEMENT [04/22/2020]</b>  | <b>May. 1, 2020</b>  |
| 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. | <b>ME: ORAL ARGUMENT RESET [05/06/2020]</b>  | <b>May. 7, 2020</b>  |

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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. | <b>ME: HEARING [05/14/2020]</b>  | <b>May. 18, 2020</b> |
| 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. | <b>ME: ORAL ARGUMENT SET [05/29/2020]</b>  | <b>Jun. 1, 2020</b>  |
| 771. | <b>ME: UNDER ADVISEMENT RULING [05/26/2020]</b>  | <b>Jun. 3, 2020</b>  |
| 772. | PLAINTIFFS' POSITION STATEMENT REGARDING ACCELERATED SCHEDULING ORDER  | Jun. 4, 2020         |
| 773. | (PART 1 OF 2) MOTION FOR THE COURT TO SET TRIAL DATES AND/OR REQUEST FOR RULE 16 CONFERENCE ON SAME  | Jun. 4, 2020         |
| 774. | (PART 2 OF 2) MOTION FOR THE COURT TO SET TRIAL DATES AND/OR REQUEST FOR RULE 16 CONFERENCE ON SAME  | Jun. 4, 2020         |

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

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

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| 801. | RECEIVER'S OMNIBUS REPLY TO RESPONSES TO RECEIVER'S MOTION TO APPROVE TEMPORARY RELOCATION OF LICENSE AND SUBCONTRACTOR AGREEMENT BETWEEN WICKEN CURE, LLC AND SSW INVESTMENTS I, LLC | Jul. 6, 2020         |
| 802. | INTERVENORS' NOTICE TO THE COURT PURSUANT TO RULE 91 (E) OF THE SUPREME COURT AND RULE 2.10 (C) OF THE LOCAL RULES OF THE MARICOPA COUNTY SUPERIOR COURT                              | Jul. 13, 2020        |
| 803. | <b>ME: RULING [07/10/2020]</b>  | <b>Jul. 14, 2020</b> |
| 804. | LEE'S MOTION FOR CLARIFICATION OF COURT RULING ENTERED JULY 14, 2020  | Jul. 15, 2020        |
| 805. | <b>ME: MATTER UNDER ADVISEMENT [07/14/2020]</b>   | <b>Jul. 16, 2020</b> |
| 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. | <b>ME: RULING [07/14/2020]</b>  | <b>Jul. 24, 2020</b> |
| 812. | <b>ME: RULING [07/24/2020]</b>  | <b>Jul. 29, 2020</b> |
| 813. | NOTICE OF DEPOSIT WITH THE COURT  | Jul. 30, 2020        |
| 814. | MOTION FOR ORDER DIRECTING CLERK OF COURT TO RELEASE FUNDS  | Jul. 31, 2020        |
| 815. | NOTICE OF FIRST EXTENSION OF TIME FOR WICKENCURE(SIC) TO RESPOND TO DEFENDANTS' JOINT MOTION FOR "FAIR LIMITS RULING"   | Aug. 5, 2020         |
| 816. | RESPONSE TO DEFENDANTS' JOINT MOTION TO PARTICIPATE IN FAIR LIMITS PROCEEDING   | Aug. 10, 2020        |

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| 817. | JOINDER IN LEE'S MOTION FOR CLARIFICATION OF COURT RULING<br>ENTERED JULY 14, 2020  | Aug. 13, 2020        |
| 818. | ORDER GRANTING JASON COVAULT'S REQUEST TO BE REMOVED<br>FROM MAILING LIST   | Aug. 18, 2020        |
| 819. | ORDER APPROVING RECEIVER'S MOTION FOR ORDER DIRECTING<br>CLERK OF COURT TO RELEASE FUNDS  | Aug. 18, 2020        |
| 820. | ORDER APPROVING FEES AND COSTS INCURRED BY THE<br>RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE<br>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<br>INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON,<br>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<br>INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON,<br>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<br>INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON,<br>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<br>CASE FAIR LIMITS PROCEEDING  | Aug. 24, 2020        |
| 826. | ORDER APPROVING FEES AND COSTS INCURRED BY THE<br>RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE<br>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<br>FUNDS   | Sep. 4, 2020         |
| 829. | ORDER APPROVING RECEIVER'S MOTION FOR ORDER DIRECTING<br>CLERK OF COURT TO RELEASE FUNDS  | Sep. 14, 2020        |
| 830. | <b>ME: UNDER ADVISEMENT RULING [09/11/2020]</b>   | <b>Sep. 15, 2020</b> |
| 831. | NON-PARTY BEN HIMMELSTEIN'S MOTION FOR PROTECTIVE<br>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. | <b>ME: HEARING [09/24/2020]</b>   | <b>Sep. 28, 2020</b> |
| 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. | <b>ME: SCHEDULING CONFERENCE SET [11/02/2020]</b>   | <b>Nov. 3, 2020</b>  |

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| 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. | <b>ME: TRIAL SETTING [11/18/2020]</b>   | <b>Dec. 3, 2020</b> |
| 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. | <b>ME: STATUS CONFERENCE SET [01/06/2021]</b>   | <b>Jan. 7, 2021</b> |
| 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. | <b>ME: HEARING SET [01/21/2021]</b>   | <b>Jan. 22, 2021</b> |
| 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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| 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. | <b>ME: MOTION WITHDRAWN [01/27/2021]</b>  | <b>Jan. 28, 2021</b> |
| 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. | <b>ME: TRIAL CONTINUED/RESET [02/17/2021]</b>   | <b>Feb. 19, 2021</b> |
| 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. | <b>ME: RULING [02/22/2021]</b>  | <b>Mar. 2, 2021</b>  |
| 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. | <b>ME: RULING [04/16/2021]</b>   | <b>Apr. 19, 2021</b> |
| 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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| 920. | MOTION IN LIMINE NO. 1 TO EXCLUDE EVIDENCE OF PLAINTIFF'S ALLEGED DAMAGES BY DEFENDANTS EOM&D MANAGEMENT, LLC, EDWARD KIRK AND OLIVIA KIRK                                  | Jun. 25, 2021 |
| 921. | THE INTERVENORS' JOINDER IN MOTIONS IN LIMINE FILED BY EOM&D AND THE KIRKS  | Jun. 25, 2021 |
| 922. | MOTION IN LIMINE NO. 3 TO EXCLUDE WITNESSES MARIA CORRALES, AMY BUCHOLTZ, BRANDON TREISTER AND DOUG PAYSEE BY DEFENDANTS EOM&D MANAGEMENT, LLC, EDWARD KIRK AND OLIVIA KIRK | Jun. 25, 2021 |
| 923. | (PART 1 OF 4) PRE-TRIAL BRIEF OF DEFENDANTS/COUNTERCLAIMANTS EOM&D MANAGEMENT, LLC, EDWARD KIRK AND OLIVIA KIRK   | Jul. 6, 2021  |
| 924. | (PART 2 OF 4) PRE-TRIAL BRIEF OF DEFENDANTS/COUNTERCLAIMANTS EOM&D MANAGEMENT, LLC, EDWARD KIRK AND OLIVIA KIRK   | Jul. 6, 2021  |
| 925. | (PART 3 OF 4) PRE-TRIAL BRIEF OF DEFENDANTS/COUNTERCLAIMANTS EOM&D MANAGEMENT, LLC, EDWARD KIRK AND OLIVIA KIRK   | Jul. 6, 2021  |
| 926. | (PART 4 OF 4) PRE-TRIAL BRIEF OF DEFENDANTS/COUNTERCLAIMANTS EOM&D MANAGEMENT, LLC, EDWARD KIRK AND OLIVIA KIRK   | Jul. 6, 2021  |
| 927. | THE INTERVENORS' PRE-TRIAL BRIEF  | Jul. 6, 2021  |
| 928. | NOTICE OF ERRATA  | Jul. 7, 2021  |
| 929. | LEE'S PRE-TRIAL MEMORANDUM  | Jul. 7, 2021  |
| 930. | (PART 1 OF 2) LEE'S PRE-TRIAL MEMORANDUM  | Jul. 7, 2021  |
| 931. | (PART 2 OF 2) LEE'S PRE-TRIAL MEMORANDUM  | Jul. 7, 2021  |
| 932. | NOTICE OF SETTLEMENT  | Jul. 7, 2021  |
| 933. | NOTICE OF APPEARANCE  | Jul. 7, 2021  |
| 934. | MOTION FOR ORDER APPROVING FEES AND COSTS INCURRED BY THE RECEIVER AND GUTTILLA MURPHY ANDERSON, P.C. FOR THE PERIOD MAY 1, 2021 THROUGH MAY 31, 2021                       | Jul. 9, 2021  |
| 935. | (PART 1 OF 2) NOTICE OF FILING EXHIBITS   | Jul. 12, 2021 |

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

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| 955. | THE INTERVENORS' JOINDER IN RESPONSE TO LEE'S EXPEDITED MOTION FOR PRO HAC ADMISSION  | Jul. 26, 2021        |
| 956. | <b>ME: RULING [07/27/2021]</b>  | <b>Jul. 28, 2021</b> |
| 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 "JUSTICIALE CONTROVERSY" REQUIREMENT FOR DECLARATORY RELIEF   | Jul. 30, 2021        |
| 966. | <b>ME: RULING [07/30/2021]</b>  | <b>Aug. 2, 2021</b>  |
| 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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| 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. | <b>ME: TRIAL [08/02/2021]</b>  | <b>Aug. 5, 2021</b> |
| 981. | <b>ME: TRIAL [08/03/2021]</b>  | <b>Aug. 5, 2021</b> |
| 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. | <b>ME: TRIAL [08/04/2021]</b>  | <b>Aug. 6, 2021</b> |
| 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        |
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| 993.  | <a href="#">EXHIBIT 2 - 08/03/2021 - DEFENDANT</a>       | Aug. 13, 2021 |
| 994.  | <a href="#">EXHIBIT 3 - 08/03/2021 - DEFENDANT</a>       | Aug. 13, 2021 |
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| 997.  | <a href="#">EXHIBIT 6 - 08/03/2021 - DEFENDANT</a>       | Aug. 13, 2021 |
| 998.  | <a href="#">EXHIBIT 7 - 08/03/2021 - DEFENDANT</a>       | Aug. 13, 2021 |
| 999.  | <a href="#">EXHIBIT 8 - 08/03/2021 - DEFENDANT</a>       | Aug. 13, 2021 |
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| 1044. | EXHIBIT 90 - 08/03/2021 - PLAINTIFF  | Aug. 13, 2021 |
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| 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  |
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| 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 |
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| 1057. | <b>ME: HEARING [09/17/2021]</b>   | <b>Sep. 20, 2021</b> |
| 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        |
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| 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        |
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| 1066. | <b>ME: TRIAL SETTING [10/07/2021]</b>   | <b>Oct. 11, 2021</b> |
| 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. | <b>ME: RULING [10/19/2021]</b>  | <b>Oct. 20, 2021</b> |
| 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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| 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  |
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| 1087. | LETTER DATED 12/16/2021   | Dec. 16, 2021 |

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| 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. | <b>ME: ORDER ENTERED BY COURT [01/25/2022]</b>   | 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 |
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| 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. | <b>ME: PRETRIAL CONFERENCE [02/04/2022]</b>   | <b>Feb. 7, 2022</b>  |
| 1125. | LEE'S MOTION TO ENFORCE ROFR AGAINST NAMROUD RE: SALE OF INTEREST IN MMJ  | Feb. 7, 2022         |
| 1126. | <b>ME: RULING [02/07/2022]</b>  | <b>Feb. 8, 2022</b>  |
| 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. | <b>ME: STATUS CONFERENCE [02/23/2022]</b>   | <b>Feb. 24, 2022</b> |
| 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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| 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. | <b>ME: TRIAL [02/28/2022]</b>   | <b>Mar. 2, 2022</b> |
| 1140. | TRIAL / HEARING WORKSHEET   | Mar. 2, 2022        |
| 1141. | <b>ME: TRIAL [03/01/2022]</b>   | <b>Mar. 3, 2022</b> |
| 1142. | <b>ME: MATTER UNDER ADVISEMENT [03/02/2022]</b>   | <b>Mar. 3, 2022</b> |
| 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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| 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        |
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| 1157. | RETURNED MAIL  | Mar. 28, 2022        |
| 1158. | <b>ME: RULING [03/28/2022]</b>   | <b>Mar. 29, 2022</b> |
| 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. | <b>ME: UNDER ADVISEMENT RULING [03/31/2022]</b>  | <b>Apr. 5, 2022</b>  |

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| 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. | <b>ME: ORAL ARGUMENT SET [04/08/2022]</b>  | <b>Apr. 12, 2022</b> |
| 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. | <b>ME: RULING [04/21/2022]</b>   | <b>Apr. 25, 2022</b> |
| 1181. | NOTICE OF APPEARANCE ON BEHALF OF DEFENDANTS AND COUNTERCLAIMANT RAMINA ISHAC AND JOHN DOE ISHAC   | Apr. 25, 2022        |
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| 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  |
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| 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. | <b>ME: HEARING [05/12/2022]</b>   | <b>May. 16, 2022</b> |
| 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        |
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| 1207. | <b>ME: SCHEDULING CONFERENCE SET [05/20/2022]</b>   | <b>May. 24, 2022</b> |
| 1208. | HG ARIZONA INVESTMENTS, LLC'S MEMORANDUM RE: TERMINATION OF RECEIVERSHIP  | May. 24, 2022        |
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| 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        |
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| 1219. | DEFENDANT RAMINA ISHAC'S ANSWER TO JOHNY NAMROUD'S<br>SECOND AMENDED COMPLAINT  | Jun. 13, 2022 |
| 1220. | DEFENDANT RAMINA ISHAC'S RESPONSE TO EOM&D'S MOTION<br>FOR LEAVE TO FILE FIRST AMENDED COMPLAINT IN INTERVENTION  | Jun. 14, 2022 |
| 1221. | [PROPOSED] ORDER GRANTING PLAINTIFF IN INTERVENTION<br>EOM&D'S MOTION FOR LEAVE TO FILE FIRST AMENDED<br>COMPLAINT IN INTERVENTION                          | Jun. 15, 2022 |
| 1222. | (PART 1 OF 2) DEFENDANT RAMINA ISHAC'S MOTION FOR<br>RECONSIDERATION OF COURT'S ORDER GRANTING EOM&D'S<br>MOTION FOR LEAVE TO FILE FIRST AMENDED COMPLAINT  | Jun. 16, 2022 |
| 1223. | (PART 2 OF 2) DEFENDANT RAMINA ISHAC'S MOTION FOR<br>RECONSIDERATION OF COURT'S ORDER GRANTING EOM&D'S<br>MOTION FOR LEAVE TO FILE FIRST AMENDED COMPLAINT  | Jun. 16, 2022 |
| 1224. | (PART 1 OF 2) FIRST AMENDED COMPLAINT IN INTERVENTION   | Jun. 16, 2022 |
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| 1226. | ORDER GRANTING MOTION TO APPROVE FIRST INTERIM<br>DISTRIBUTION TO APPROVED CREDITORS  | Jun. 17, 2022 |
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| 1228. | (PART 2 OF 2) NOTICE OF ERRATA  | Jun. 17, 2022 |
| 1229. | MEMORANDUM REGARDING TERMINATION OF THE RECEIVERSHIP  | Jun. 17, 2022 |
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| 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. | <b>ME: ORDER ENTERED BY COURT [06/20/2022]</b>  | <b>Jun. 21, 2022</b> |
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| 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        |
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| 1240. | <b>ME: ORDER ENTERED BY COURT [07/01/2022]</b>  | <b>Jul. 5, 2022</b>  |
| 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         |
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| 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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| 1264. | <b>ME: CASE STATUS MINUTE ENTRY [09/12/2022]</b>   | <b>Sep. 14, 2022</b> |
| 1265. | <b>ME: NUNC PRO TUNC ORDER [09/20/2022]</b>  | <b>Sep. 21, 2022</b> |
| 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        |
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| 1268. | FINAL JUDGMENT   | Oct. 11, 2022        |
| 1269. | LEE'S MOTION FOR PARTIAL RECONSIDERATION OF FINAL JUDGMENT ENTERED OCTOBER 11, 2022  | Oct. 16, 2022        |
| 1270. | <b>ME: RULING [10/19/2022]</b>   | <b>Oct. 20, 2022</b> |
| 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        |
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| 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        |
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| 1280. | <a href="#">LEE'S FIRST AMENDED RULE 59 MOTION FOR NEW TRIAL</a>  | Nov. 7, 2022  |
| 1281. | <a href="#">NOTICE OF DESIGNATION OF COUNSEL OF RECORD FOR EOM&amp;D MANAGEMENT, LLC, EDWARD KIRK AND OLIVIA KIRK</a>   | Nov. 8, 2022  |
| 1282. | <a href="#">EOM&amp;D MANAGEMENT, LLC, EDWARD KIRK AND OLIVIA KIRK'S MOTION FOR LEAVE TO REGISTER AND RECORD OCTOBER 11, 2022 FINAL JUDGMENT IN ILLINOIS</a>                      | Nov. 9, 2022  |
| 1283. | <a href="#">JOINT NOTICE OF FIRST EXTENSION FOR EOM&amp;D MANAGEMENT, LLC, EDWARD KIRK AND OLIVIA KIRK TO FILE OPPOSITION TO LEE'S FIRST AMENDED RULE 59 MOTION FOR NEW TRIAL</a> | Nov. 17, 2022 |
| 1284. | <a href="#">ME: STAY OF PROCEEDINGS [12/01/2022]</a>  | Dec. 2, 2022  |
| 1285. | <a href="#">MOTION TO RELEASE / EXONERATE BOND</a>  | Dec. 7, 2022  |
| 1286. | <a href="#">(PART 1 OF 2) EOM&amp;D MANAGEMENT, LLC, EDWARD KIRK AND OLIVIA KIRK'S OPPOSITION TO LEE'S FIRST AMENDED RULE 59 MOTION FOR NEW TRIAL</a>                             | Dec. 16, 2022 |
| 1287. | <a href="#">(PART 2 OF 2) EOM&amp;D MANAGEMENT, LLC, EDWARD KIRK AND OLIVIA KIRK'S OPPOSITION TO LEE'S FIRST AMENDED RULE 59 MOTION FOR NEW TRIAL</a>                             | Dec. 16, 2022 |
| 1288. | <a href="#">NOTICE OF FIRST EXTENSION OF TIME TO REPLY TO RESPONSE TO LEE'S AMENDED RULE 59 MOTION</a>  | Dec. 27, 2022 |
| 1289. | <a href="#">NOTICE OF CHANGE OF ADDRESS</a>   | Jan. 3, 2023  |
| 1290. | <a href="#">NOTICE OF SECOND EXTENSION OF TIME TO FILE LEE'S FINAL AMENDED RULE 59 MOTION</a>   | Jan. 6, 2023  |
| 1291. | <a href="#">ORDER TO RELEASE / EXONERATE BOND</a>   | Jan. 9, 2023  |
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| 1295. | LEE'S SECOND AMENDED RULE 59 MOTION FOR NEW TRIAL   | Jan. 11, 2023        |
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| 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. | <b>ME: RULING [01/20/2023]</b>  | <b>Jan. 24, 2023</b> |
| 1301. | <b>ME: RULING [01/23/2023]</b>  | <b>Jan. 25, 2023</b> |
| 1302. | <b>ME: HEARING [01/26/2023]</b>   | <b>Jan. 31, 2023</b> |
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| 1305. | (PART 2 OF 2) EOM&D MANAGEMENT, LLC, EDWARD KIRK AND OLIVIA KIRK'S NOTICE OF CROSS-APPEAL   | Feb. 22, 2023        |
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| 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. | <b>ME: ORDER TO SHOW CAUSE ISSUED [03/02/2023]</b>  | <b>Mar. 3, 2023</b>  |
| 1310. | <b>ME: ORDER ENTERED BY COURT [03/08/2023]</b>  | <b>Mar. 9, 2023</b>  |



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RE: CASE: UNKNOWN

DUE DATE: 03/22/2023

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LLC ET

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EXHIBIT(S): HD 02/28/2022 - DIGITAL -  
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EXHIBIT(S): HD 12/19/2017 - LIST # 1 3 7 15 16 17 19 20 26 27 28 29 30  
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MMJ APOTHECARY GP ET AL VS EOM&D MANAGEMENT LLC ET

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

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IN THE  
**ARIZONA COURT OF APPEALS**  
**DIVISION ONE**

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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

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Appeal from the Superior Court in Maricopa County

No. CV2017-055732

The Honorable Randall H. Warner, Judge

**AFFIRMED**

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## 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.

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**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, Johnny 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 Wickenberg 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 Wickenberg 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

Clerk of the Superior Court  
\*\*\* Electronically Filed \*\*\*  
08/13/2021 8:00 AM

SUPERIOR COURT OF ARIZONA  
MARICOPA COUNTY

CV 2017-055732

08/11/2021

HONORABLE RANDALL H. WARNER

CLERK OF THE COURT  
A. Meza  
Deputy

MMJ 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  
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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.

Docket Code 926

Form V000A

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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 Intervenors 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 Dollars (\$2,500,000.00) is paid in full.”

49. “PC” is defined as Andrew Lee, Ramina Ishac, Roula Harris, and Johnny 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, Johny Namroud, Olivia Kirk, and Andrew Lee are “the partners of MMJ Apothecary.”

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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**III. RULINGS ON CLAIMS.**

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

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

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

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

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

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

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

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

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

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

**C. Breach Of Contract.**

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

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

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

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

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

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**IV. ORDERS.**

Based on the foregoing,

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

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

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

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

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

**IT IS FURTHER ORDERED** dismissing all claims asserted by any party not expressly granted in this order, except for the Intervenors' 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 Intervenors' 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](mailto: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 agreed 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

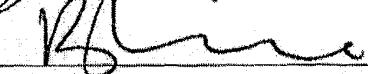
Note(s), Pledgee shall offer, at public sale, all of the Membership Interest(s) of the Company pledged to it. Notice of foreclosure and all other statutory requirements are waived by the Pledgor to the extent permitted by law, except that the Pledgee shall give Pledgor at least ten (10) days prior written 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.

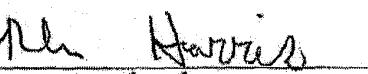
8. Construction. The terms and provisions of this Agreement shall be governed by the laws of the State of Arizona.

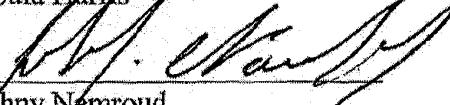
9. Consent. Wicken Cure, L.L.C. hereby consents to the terms and conditions of this Membership Interest Pledge Agreement and agrees to abide by its terms and conditions.

**PLEDGOR**

  
Andrew Lee

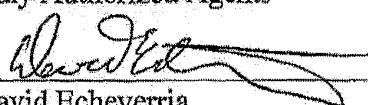
  
Ramina Ishac

  
Roula Harris

  
Johnny Namroud

**PLEDGEE**

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

  
David Echeverria

Edward Kirk

Edward Kirk

Olivia Kirk by CKirk

Olivia Kirk

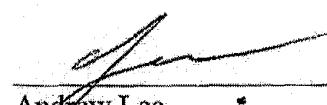
Michael Lewis by CLewis

Michael Lewis

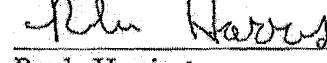
### CONSENT

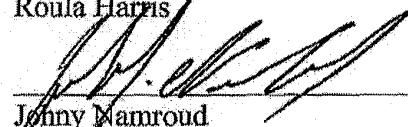
The undersigned Arizona limited liability company hereby consents to this Membership Interest Pledge Agreement and to the pledging by Pledgor to Pledgee of his/her Membership Interest(s) in accordance with the terms and conditions set forth therein.

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

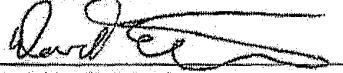
  
Andrew Lee

  
Ramina Ishac

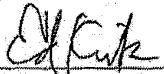
  
Roula Harris

  
Jonny Mamroud

Duly Authorized Agents



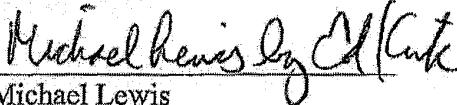
David Echeverria



Edward Kirk



Olivia Kirk

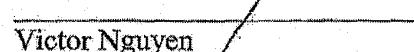


Michael Lewis

**CONSENT**

The undersigned Arizona limited liability company hereby consents to this Membership Interest Pledge Agreement and to the 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



Bassam 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 22<sup>nd</sup> 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").

**R E C I T A L S:**

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 1 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 complete 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.

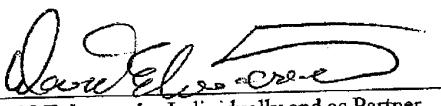
If a lawsuit is brought by an attorney employed by either party to enforce any of the terms and conditions of this Agreement, the prevailing party shall be entitled to be compensated for their or its reasonable attorneys' fees and reasonable expenses from the other party, regardless of whether a lawsuit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

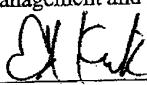
**--MAY BE SIGNED IN COUNTERPARTS--**

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

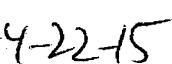
  
David Echeverria, Individually and as Partner  
in HAH and as a Member of EOM&D  
Management and EOM&D Products

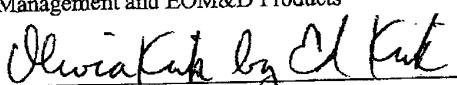
Date



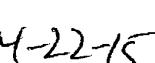
  
Edward Kirk, Individually and as Partner  
in HAH and as a Member of EOM&D  
Management and EOM&D Products

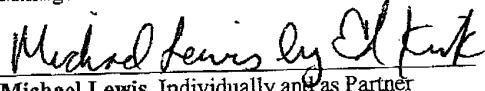
Date



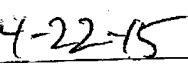
  
Olivia Kirk, Individually and as Partner  
in HAH and as a Member of EOM&D  
Management and EOM&D Products

Date



  
Michael Lewis, Individually and as Partner  
in HAH and as a Member of EOM&D  
Management and EOM&D Products

Date



STATE OF ARIZONA )  
 ) ss.  
COUNTY OF MARICOPA )

On this, the 28 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

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.

Jeffrey L. Carr  
Notary Public

~~Notary Public~~

My Commission Expires:

STATE OF ARIZONA )  
COUNTY OF MARICOPA ) ss.

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. 

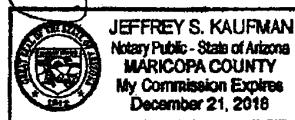
Notary Public

My Commission Expires:

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.

*Jeffrey S. Kaufman*  
Notary Public



My Commission Expires:

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

**-MAY BE SIGNED IN COUNTERPARTS-**

*Johny Namroud*  
Johny Namroud

4-22-15

Date

*Andrew Lee*  
Andrew Lee

4/22/15

Date

*Ramina Ishac*  
Ramina Ishac

4/22/15

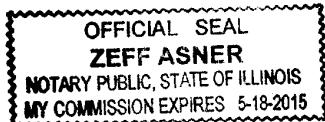
Date

*Roula Harris*  
Roula Harris

4/22/15

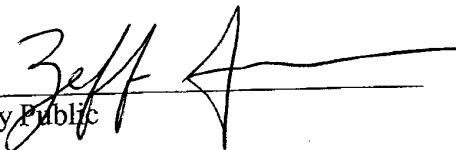
Date

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



On this, the 22<sup>nd</sup> 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.

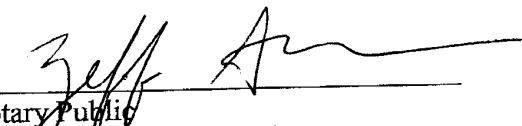
  
\_\_\_\_\_  
Notary Public

My Commission Expires:

STATE OF ILLINOIS      )  
                            ) ss.  
COUNTY OF COOK      )

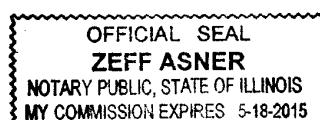


On this, the 22<sup>nd</sup> day of April, 2015, before me, the undersigned notary public, personally appeared **Andrew Lee**, known to me to be the person whose name is subscribed to the foregoing instrument and who acknowledged that they executed the same for the purposes therein contained.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:

STATE OF ILLINOIS      )  
                            ) ss.  
COUNTY OF COOK      )



On this, the 22<sup>nd</sup> 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.

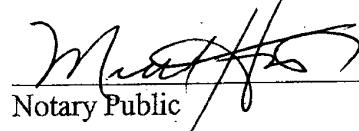
  
\_\_\_\_\_  
Notary Public

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 pd f)  
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.

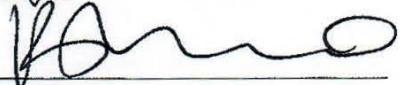
Maker hereby waives diligence, demand, notice of acceptance of this Promissory Note by Payee, presentment for payment and protest; and consents to the extension of time for the payment of this Promissory Note without notice.

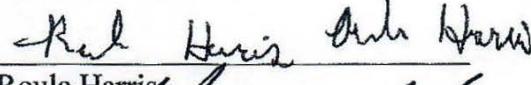
This Promissory Note and payment hereunder are secured by Chattel Security Agreements and Uniform Commercial Code Financing Statements (UCC-1's) upon the assets of Wicken Cure, LLC and the assets of MMJ Apothecary dba Hassayampa Alternative Health, an Arizona general partnership (HAH), and secured by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

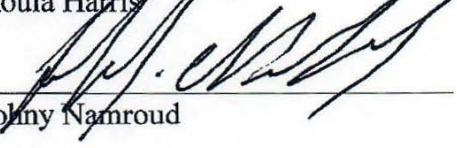
DATED this 17<sup>th</sup> day of April, 2015.

“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

  
Johnny Namroud

My Commission Expires:

STATE OF IL )  
COUNTY OF Cook ) ss.



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 )  
COUNTY OF Cook ) ss.

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

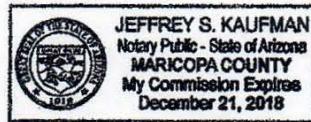
STATE OF Arizona )  
COUNTY OF MariCopa ) ss.  
                          )

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.



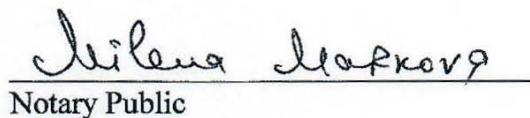
Jeffrey S. Kaufman  
Notary Public

My Commission Expires:



STATE OF IL )  
                          )  
COUNTY OF Cook ) ss.

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.



Milena Markova  
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

1                   I\_N\_D\_E\_X

2

3                   WITNESS

D           C           RD           RC

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5                   FOR THE PLAINTIFFS

6                   Lee, Andrew

        4           107

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1 APPEARANCES:  
2 For the Plaintiffs MR. JON LOEVY  
3 Attorney at Law  
4 MR. MICHAEL KANOVITZ  
5 Attorney at Law  
6 For the Defendants MR. WALID ZARIFI  
7 Attorney at Law  
8 MR. TIM MCCULLOCH  
9 Attorney at Law  
10 MR. DANIEL NAGEOTTE  
11 Attorney at Law  
12  
13 BEFORE THE HONORABLE RANDALL H. WARNER  
14 \* \* \* \* \*  
15  
16 Phoenix, Arizona  
17 August 2, 2021  
18  
19 ANDREW LEE,  
20 called as a witness herein, having been first duly  
21 sworn, was examined and testified as follows:  
22  
23 THE COURT: All right. Please have a seat.  
24 MR. LOEVY: Your Honor, may I have  
25 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. )

---

1  
2  
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4  
5 Phoenix, Arizona  
6 August 3, 2021  
7

8 BEFORE THE HONORABLE JUDGE WARNER  
9

10 REPORTER'S TRANSCRIPT OF PROCEEDINGS  
11  
12

13  
14 COPY  
15  
16  
17 KRISTYN L. LOBRY, RPR  
18 Certified Court Reporter # 50954  
19 (602) 506-1608  
20 kristyn.lobry@jbazmc.maricopa.gov  
21  
22  
23  
24  
25

## 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

10 FOR THE DEFENDANT KIRK:

BY: MS. SHARON A. URIAS, ESQ.  
Attorney at Law

BY: MR. TIM MCCULLOCH, ESQ.  
Attorney at Law

BY: MR. DANIEL NAGEOTTE, ESQ.  
Attorney at Law

FOR JANET KANDO;

BY: MR. DAVID MARHOFFER, ESQ.  
Attorney at Law

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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.

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

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1                   C E R T I F I C A T E  
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7                   I, **KRISTYN L. LOBRY**, Official Certified Reporter  
8 herein, hereby certify that the foregoing is a true and  
9 accurate transcript of the proceedings herein all done  
10 to the best of my skill and ability.

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12

13

14

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

17

18                   /s/ Kristyn L. Lobry -----  
19                   Kristyn L. Lobry, RPR  
20                   Certified Reporter No. 50954  
21                   Official Court Reporter  
22                   Maricopa County  
23                   Superior Court  
24                   Phoenix, Arizona 85003  
25                   602-506-1608