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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

MATT BARKOHANAI, an individual; BARK TAX SERVICE INC. dba MARINA POINTE REALTY, a California corporation,

Plaintiffs,

v.

BOBBY SAADIAN aka BOBBY BABAK SAADIAN, an individual; NEWMARK OF SOUTHERN CALIFORNIA, INC., a California corporation; ROB HANNAN, an individual; 660 FIG LLC, a Delaware limited liability company; FIG ASSET CAPITAL (DE), LLC, a Delaware limited liability company; and DOES 1 through 100, inclusive.

Defendants.

CASE NO. 26STCV23348

Action Filed: July 23, 2026

Assigned to: Hon. Maureen Duffy-Lewis, Dept. 412

FIRST AMENDED COMPLAINT (UNLIMITED CIVIL):

1. **INTENTIONAL INTERFERENCE WITH PROSPECTIVE ECONOMIC ADVANTAGE;**
2. **FRAUD;**
3. **INTENTIONAL INTERFERENCE WITH CONTRACTUAL RELATIONS;**
4. **BREACH OF CONTRACT (COOPERATION AGREEMENT);**
5. **INTENTIONAL INTERFERENCE WITH PROSPECTIVE ECONOMIC ADVANTAGE;**
6. **NEGLIGENT MISREPRESENTATION;**
7. **BREACH OF THE IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING;**
8. **FRAUD AND CONCEALMENT; and**
9. **PROMISSORY ESTOPPEL**

Plaintiffs Matt Barkohanai ("Barkohanai") and Bark Tax Service Inc. dba Marina Pointe Realty ("Marina Pointe") (collectively, "Plaintiffs") allege as follows:

INTRODUCTION

1. Marina Pointe Realty is a California real estate brokerage. Barkohanai is Marina Pointe Realty's broker. In July 2024, Barkohanai identified a commercial property located at 660 South Figueroa Street, Los Angeles, California 90017 (the "Property") for sale. Barkohanai contacted the property's listing agent, Defendant Newmark of Southern California, Inc. ("Newmark"). Newmark assured Barkohanai in writing that if Plaintiffs found a qualified buyer, Plaintiffs would receive compensation. Thereafter, Barkohanai contacted Defendant Bobby Saadian ("Saadian"), his cousin, who is the owner of a large law firm in Los Angeles (Wilshire Law Firm) and was interested in relocating his practice. Saadian also assured Barkohanai on repeated occasions that Plaintiffs would receive compensation should Saadian purchase the Property.

2. On December 17, 2024, Saadian, through one of his affiliated entities (660 Fig LLC), purchased the Property for $44,000,000. Despite Plaintiffs procuring the qualified buyer, **Plaintiffs received nothing**. Plaintiffs bring this action for their rightful commission and for tort damages, including punitive damages, for deliberately cutting Plaintiffs out of the transaction.

PARTIES

3. Plaintiff Barkohanai is, and at all relevant times was, an individual residing in Los Angeles County, California. Mr. Barkohanai is a licensed CPA, broker, and the Chief Executive Officer of Marina Pointe Realty. Mr. Barkohanai is a Broker-Officer of Bark Tax Service Inc. dba Marina Pointe Realty, California Department of Real Estate ("DRE") license number 02010915; his officer license (DRE no. 01847508) is active and runs through June 27, 2028. At all relevant times, Barkohanai personally performed the brokerage services described herein and executed the Confidentiality Agreement on Marina Pointe Realty's behalf, and was the individual at whom Saadian's misrepresentations and other conduct described herein were directed.

4. Plaintiff Marina Pointe is a California corporation with its principal place of business in Los Angeles County, California. Bark Tax Service Inc. is, and at all times since June 28, 2016 has been, a real estate broker licensed by the DRE, corporate license no. 02010915, current through June 27,

2028, and at all relevant times conducted its licensed brokerage business under the Marina Pointe Realty trade name. At all relevant times Marina Pointe conducted its licensed activity through Barkohanai as its designated broker-officer pursuant to Business and Professions Code sections 10158, 10159, and 10211, under his broker-officer license issued June 28, 2024. All brokerage services alleged in this Complaint were performed by Marina Pointe through Barkohanai in that capacity. Plaintiffs were duly licensed at the time the causes of action alleged herein arose, within the meaning of Business and Professions Code section 10136. For context only: Bark Tax Service Inc. held a fictitious business name statement for Marina Pointe on file in Los Angeles County before the Confidentiality Agreement was executed in that name on July 25, 2024, and renewed or refiled that statement on August 30, 2024; its RE-204A reflecting the dba was submitted to the DRE on May 19, 2025. The corporate broker license, not the trade-name filing, is the source of Marina Pointe's licensure.

5. Plaintiffs are informed and believe, and on that basis allege, that Defendant Bobby Saadian is an individual residing in Los Angeles County, California, and is the owner and chief executive officer of Wilshire Law Firm, PLC, a Los Angeles personal injury law firm. Saadian is Barkohanai's cousin.

6. Plaintiffs are informed and believe, and on that basis allege, that Defendant 660 Fig LLC is a Delaware limited liability company registered with the California Secretary of State (entity no. 202464618714), with its principal address at the Property; that it was formed for the purpose of acquiring the Property; that it took title to the Property by grant deed on December 17, 2024; and that at all relevant times it was owned and controlled by Saadian.

7. Plaintiffs are informed and believe, and on that basis allege, that Defendant Newmark is a California corporation with its principal place of business in Los Angeles County, California. Newmark markets itself as a real estate advisory and services firm specializing in commercial real estate consulting. Newmark was the listing brokerage for the Property.

8. Plaintiffs are informed and believe, and on that basis allege, that Defendant Rob Hannan ("Hannan") is an individual who at all relevant times was a real estate licensee working for Newmark on the Property listing, and who is identified in Newmark's offering memorandum for the Property as

a Vice Chairman of Newmark and one of the Investment Contacts designated to receive and field inquiries and offers on the Property (California DRE License No. 01505847).

9. Plaintiffs are informed and believe, and on that basis allege, that Defendant Fig Asset Capital (DE), LLC (hereinafter, the "Seller"), a Delaware limited liability company registered with the California Secretary of State since December 26, 2017 (entity no. 201736110045), with its principal place of business at 6420 Wilshire Boulevard, 9th Floor, Los Angeles, at all relevant times owned the Property before selling it to 660 Fig LLC and that the Seller acted through its principals, including David Taban, and through its listing brokerage, Newmark.

10. The true names and capacities of defendants sued as Does 1 through 100 are unknown to Plaintiffs, who will amend this Complaint to allege their true names and capacities when ascertained. Plaintiffs are informed and believe, and on that basis allege, that each Doe defendant is responsible in some manner for the events alleged herein and legally caused the injuries and damages alleged. Plaintiffs reserve the right to substitute as Doe defendants persons or entities whose responsibility is ascertained, including any brokerage under which any licensee alleged herein was licensed at the relevant times.

11. Hannan acted at all relevant times within the course and scope of his authority for Newmark, and his statements and conduct alleged herein are attributable to Newmark. Jay Fall acted as Saadian's agent on the August 2, 2024 telephone call described below and in his same-day requests for and receipt of Plaintiffs' materials, and his statements and conduct in that capacity are attributable to Saadian.

JURISDICTION AND VENUE

12. This Court has jurisdiction over this action. The amount in controversy exceeds the jurisdictional minimum for an unlimited civil case.

13. Venue is proper in this Court under Code of Civil Procedure sections 395 and 395.5 because Defendants reside, maintain their principal places of business, or transact business in Los Angeles County, the obligations at issue were entered into and to be performed in Los Angeles County, the Property is located in Los Angeles County, and Plaintiffs' injuries occurred in Los Angeles County.

GENERAL ALLEGATIONS

A. Plaintiffs Contact and Contract with the Listing Brokerage

14. On July 25, 2024, while reviewing commercial listings during Plaintiffs' brokerage business, Mr. Barkohanai identified Newmark's listing of the Property on LoopNet. The Property is a 24-story commercial office building positioned at the prominent intersection of Figueroa Street and 7th Street in downtown Los Angeles. Mr. Barkohanai evaluated the listing as an acquisition opportunity for a buyer Plaintiffs could procure and sought further information from Newmark, the listing brokerage. That same day, Mr. Barkohanai had a telephone call with Rob Hannan of Newmark. During the call, the two men discussed specific information about the Property, including the Property's occupancy status, cooperating broker compensation (i.e., the portion of real estate commission offered by the listing broker to a broker who finds the buyer), and additional details about the Property. Later that same day, Newmark granted access to the confidential offering materials for the Property after Marina Pointe, through Barkohanai, executed the written Confidentiality Agreement with the Seller effective July 25, 2024.

15. From July 25, 2024, to August 2, 2024, Mr. Barkohanai meticulously analyzed the Property's offering materials and performed his own in-depth research regarding the Property's financials, tenants, comps, sellers, assumable financing option, etc. During this same timeframe, Mr. Barkohanai also exchanged numerous emails with Newmark employees, Rob Hannan, Kristen Deering, and James Mohon to clarify details regarding the Property before looking to find a potential buyer.

16. On July 29, 2024, at 10:46 p.m., Mr. Barkohanai sent Mr. Mohon and Mr. Hannan an email, which in pertinent part, stated: **"What % compensation is the seller offering for bringing a buyer?"** This information was material to Mr. Barkohanai to compensate him for his services should he procure a suitable buyer for the Property. A true and correct copy of Barkohanai's email to the Newmark employees dated July 29, 2024 is attached hereto as **Exhibit 1, page 1**.

17. On July 30, 2024, Mr. Hannan of Newmark replied to Mr. Barkohanai's email. With respect to Mr. Barkohanai's inquiry about commission, Mr. Hannan replied as follows:

"There is no formal arrangement. You should request what you think you deserve and it wil [sic] be **netted out of your price**." (Emphasis added.) A true and correct copy of Hannan's email to Barkohanai dated July 30, 2024, is attached hereto as **Exhibit 1, pages 1 – 2.**

18. In reliance on Hannan's email, Plaintiffs understood that if they procured a qualified buyer for the Property, Defendant Newmark would net out what Plaintiffs thought they deserved from the purchase price and Newmark would pay Plaintiffs their commission (hereinafter, the "Cooperation Agreement"). Plaintiffs' expected compensation was 2% of the purchase price for the Property.

19. In further reliance on Hannan's July 30, 2024 representation, Plaintiffs continued their efforts to identify, solicit, cultivate, and deliver a qualified buyer for the Property. As described herein, Plaintiffs performed substantial brokerage services, including identifying Saadian as a uniquely qualified owner-user buyer, presenting the opportunity to him, providing property and seller information, transmitting pricing and offer communications to Newmark, advising on financing and assumable debt, and supplying deal intelligence and access that Newmark and the Seller thereafter used in negotiating and closing the sale.

20. On August 7, 2024, Plaintiffs advised Newmark, in writing, of Plaintiffs' requested compensation at 2% of the gross purchase price and requested that amount be factored into the pricing economics. A true and correct copy of Barkohanai's email to Newmark dated August 7, 2024 is attached hereto as **Exhibit 2, pages 1 – 2**.

21. On August 8, 2024, Hannan responded in writing: "Kevin Shannon who runs our team is handling this with Taban [the Seller's principal]. Taban will be aware." A true and correct copy of Hannan's email to Barkohanai dated August 8, 2024, is attached hereto as **Exhibit 2, page 2.**

B. Plaintiffs Procure the Buyer (Saadian, Through 660 Fig LLC)

22. Barkohanai knew his cousin, Saadian, the principal of a large law firm in Los Angeles, was a qualified buyer for the Property. Specifically, Saadian was well qualified because his law firm could both own the Property and utilize the space to run their law firm.

23. On July 31, 2024, after Hannan confirmed Plaintiffs would be compensated should they find a buyer, Barkohanai contacted Saadian by text message to arrange a discussion regarding the Property.

24. On August 2, 2024, beginning at approximately 7:40 a.m., Barkohanai spoke for 53 minutes with Saadian about acquiring the Property. During that call, Saadian stated that Wilshire Law Firm then leased about 100,000 square feet in a Koreatown building at roughly $235,000 per month, and that the lease would expire in July 2025. The July 2025 expiration provided the perfect window to close escrow on the Property and complete tenant improvements, making the Property an exceptionally well-timed and attractive headquarters solution for Mr. Saadian's growing practice.

25. Mr. Barkohanai shared insights with Mr. Saadian about his research, specifically the Property's financing, occupancy, location, and potential for value creation. Additionally, Mr. Barkohanai advised Mr. Saadian that the offer included an assumable $39 million loan with interest only payments and, in Mr. Barkohanai's opinion, a motivated Seller with estimated monthly losses of $200,000.

26. During their call, Mr. Saadian admitted he was unaware of the Property before Plaintiffs introduced him to it and was intrigued by the opportunity. Mr. Saadian requested Mr. Barkohanai provide him with the name of the Seller and the Property's address. Mr. Barkohanai obliged. At the conclusion of the call, Mr. Barkohanai learned Mr. Saadian then desired to purchase the Property for $150 per square foot, which equated to a $42.7 million purchase price. Mr. Saadian consented to Plaintiffs representing him, attempting to negotiate the Property on his behalf, and receiving a 1% commission.

27. On August 2, 2024, at 9:56 a.m., Mr. Barkohanai emailed Mr. Hannan and Mr. Mohon of Newmark advising them of Mr. Saadian's desire to purchase the Property at a 3.5% existing cap rate, approximately $40 million. Mr. Hannan replied to Mr. Barkohanai later that same day, requesting that the buyer submit an offer by way of a formal offer letter. Mr. Barkohanai responded that he would proceed accordingly.

28. Later on August 2, 2024, Saadian requested by written text message that Barkohanai send him Plaintiffs' email correspondence with the listing broker, stating in substance: "Send me your emails. I want to see." Plaintiffs complied, transmitting the email offer and Newmark's response, work product that Saadian thereafter possessed and used. That same day, Saadian informed Barkohanai by written text message that he had spoken directly with the Seller's principal, David Taban, stating: "I spoke to

David. He doesn't want to sell in the low 40's." Following their phone conversation, Plaintiffs continued performing services for Saadian's potential acquisition of the Property, including initiating lender outreach.

C. Defendants Close the Transaction for the Property Without Compensating Plaintiffs

29. On August 3, 2024, Mr. Barkohanai sent Mr. Saadian for electronic signature an Exclusive Right to Represent Buyer/Lessee for Purchase or Lease of Real Property (the "Representation Agreement"), on Marina Pointe's form and naming Marina Pointe as Agent, providing for a 1% commission. Notably, the Representation Agreement provided for Plaintiffs to receive commission from the buyer in connection with the transaction, in this case Saadian, if Newmark failed to provide its agreed upon commission, or provided a commission in a lesser amount than represented[1]. Shortly thereafter, Saadian responded by written text message, "Do it for .25%." Following further communications with Saadian, Plaintiffs revised the Representation Agreement to provide for a 0.5% commission and resent it for signature to Saadian the same morning, confirming by written text message: "Revised and resent as agreed."

30. At approximately 10:42 a.m. on August 3, 2024, Saadian telephoned Barkohanai, with Saadian's broker, Fall participating on the call. Saadian erupted at the expectation of Mr. Barkohanai's compensation: he called Barkohanai, among other things, "a peasant" and, as Barkohanai will testify, "just another bumbling realtor". Saadian refused to sign the Representation Agreement. Barkohanai contemporaneously memorialized the call in his own written text message sent at approximately 11:04 a.m. that morning, reciting that he had been "cussed out," reciting the "peasant" epithet, and stating "You agreed I brought value," among other things; Saadian's subsequent replies disputed none of it.

31. Later on August 3, 2024, Saadian represented to Barkohanai that if Saadian bought the Property for $43,000,000 or less, Saadian would compensate Barkohanai with an unspecified commission. Although Barkohanai did not agree to the $43,000,000 purchase price condition,

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[1] Plaintiffs maintain this clause within their standard Representation Agreement as a protective measure: if the listing side paid less than agreed, the buyer would compensate Plaintiffs directly, backstopping the 0.5% buyer-side portion of the 2% total compensation Plaintiffs sought.

seeking to enforce his prior .5% commission agreement with Saadian, Saadian's comments misled Barkohanai into thinking that Saadian would ultimately compensate Plaintiffs should he acquire the Property. Saadian also directed Barkohanai to speak further about the transaction with Saadian's employee, Fall. Based on information and belief, Plaintiffs understood Fall handled Saadian's real estate dealings. Saadian continued to retain and use Plaintiffs' work product for the Property.

32. On August 4, 2024, Saadian formally declined both buyer representation agreements through the electronic signature platform, which Barkohanai sent the day before. Saadian opened the revised 0.5% agreement at approximately 12:06 p.m. and declined it at 12:07:22 p.m., giving the typed reason "Abcdefg"; he then declined the previously viewed 1% agreement at 12:08:51 p.m., stating as his reason: "I already have been in talks regarding this property with and without other brokers. I am not looking for an agent." This latter statement was a blatant misrepresentation as Barkohanai first introduced Saadian to the Property.

33. On August 6, 2024, Plaintiffs gave written notice to Newmark, through Hannan and Mohon, that the buyer (Saadian) was circumventing Plaintiffs by seeking to deal directly with the Seller. Hannan responded by assuring Plaintiffs that Newmark had not heard from Saadian about the Property, and Plaintiffs asked Newmark in writing, "Are you able to let me know if you do receive an inquiry, LOI, or offer on behalf of Bobby Saadian or Wilshire Law Firm?"

34. On August 7, 2024, Plaintiffs emailed Hannan and Mohon requesting that they advise the Seller's principal, David Taban, of the circumvention concern, and specified in writing, as Hannan had invited, that Plaintiffs' compensation was to be no less than 2% of the sales price. See **Exhibit 2, pages 1 – 2**.

35. On August 8, 2024, Hannan replied in writing: "Kevin Shannon who runs our team is handling this with Taban. **Taban will be aware**." See **Exhibit 2, page 2**. (Emphasis added).

36. On August 17, 2024, Mr. Barkohanai spoke by telephone with Kevin Shannon, identified in Newmark's offering memorandum for the Property as Co-Head, U.S. Capital Markets of Newmark. Mr. Shannon confirmed Mr. Barkohanai's suspicion that Mr. Saadian did in fact make an offer on the Property. Mr. Shannon downplayed the offer, suggesting that Mr. Saadian was unlikely to ultimately move forward with the purchase, and asserted that Newmark had received at least two additional

offers on the Property. Plaintiffs are informed and believe, and on that basis allege, that Shannon's assertion of additional offers was false or inflated and was made to downplay the significance of Saadian's offer and to discourage Plaintiffs from taking steps to protect their compensation.

37. Plaintiffs are informed and believe, and on that basis allege, that during August 2024, Saadian, directly and through Fall, negotiated the purchase of the Property with the Seller and with Newmark using the opportunity, confidential information, pricing intelligence, underwriting, and access that Plaintiffs had solely created and supplied, while concealing from Newmark and the Seller that Plaintiffs had procured him as the buyer and were the source of that access; and that Newmark and Hannan, with actual knowledge of Plaintiffs' procuring-cause role, of the Cooperation Agreement, and of Plaintiffs' compensation arrangement with Saadian by reason of the August 6 through August 8, 2024 correspondence and Plaintiffs' identification and introduction of the buyer, dealt directly with Saadian and Fall and proceeded to close the transaction around Plaintiffs.

38. Plaintiffs further allege, on information and belief, that Saadian's formal offer to purchase the Property was made after August 6, 2024 and no later than August 17, 2024: on August 6, 2024, Newmark, through Hannan, represented to Plaintiffs that it had not received a separate offer from Saadian, which Plaintiffs memorialized in writing; and on August 17, 2024, Newmark's Kevin Shannon confirmed to Mr. Barkohanai that Saadian had in fact made an offer on the Property.

39. On October 29, 2024, Mr. Barkohanai sent an email to Newmark's broker of record, Steven Kolsky ("Kolsky"), again summarizing Plaintiffs' involvement in the transaction and requesting assistance in ensuring Plaintiffs' fair compensation for procuring the buyer (Saadian through his LLC).

40. On October 30, 2024, in reply to Barkohanai's October 29, 2024 email, Newmark's Deputy General Counsel, Timothy Plum, included Mr. Barkohanai on an email that asked, regarding Plaintiffs' commission, "If he is paid a commission, will it come out of ours?" The email reflects Newmark's contemporaneous knowledge of Plaintiffs' commission claim. Attached hereto as **Exhibit 3** is a true and correct copy of Mr. Plum's email dated October 30, 2024.

41. On November 5, 2024, Plaintiffs provided the Seller with written notice advising the Seller that Plaintiffs were the procuring cause of the transaction for Saadian's purchase of the Property.

42. Between November 11 and November 14, 2024, while the Property was in escrow, Saadian sent Barkohanai a series of written text messages. In one of these messages, Saadian represented to Barkohanai that he "had put in a courtesy" and "the agreement for (Barkohanai) to get $70,000." Saadian threatened to retract that request if Barkohanai continued to insist to Newmark that he be compensated for his rightful share of the commission for being the procuring cause, i.e., 2% of the purchase price or $880,000.

43. On or about November 20, 2024, 660 Fig LLC was formed.

44. On December 17, 2024, the Seller conveyed the Property to 660 Fig LLC for $44,000,000 by grant deed recorded December 23, 2024. 660 Fig LLC took title with knowledge of the conduct alleged herein and accepted and retained the benefits of that conduct, thereby ratifying it. See **Exhibit 4**.

45. Plaintiffs are informed and believe that Kolsky was Newmark's broker of record for the transaction. No commission was paid to Plaintiffs.

46. On or about January 3, 2025, Barkohanai first learned through a title search that the sale of the Property had closed. Plaintiffs did not learn the fact and date of the closing, the closing terms, or that no provision had been made for Plaintiffs' compensation until the January 3, 2025 title search.

FIRST CAUSE OF ACTION

Intentional Interference with Prospective Economic Advantage

(By Marina Pointe Against Saadian, 660 Fig LLC, and Does 1 through 100)

47. Marina Pointe realleges and incorporates by reference paragraphs 1 through 46 of this Complaint as though fully set forth herein. This cause of action is asserted by Marina Pointe, which at all relevant times acted through Barkohanai.

48. An economic relationship existed between Marina Pointe, acting through Barkohanai, on the one hand, and the Seller and its listing brokerage Newmark, on the other, containing the probability of future economic benefit to Marina Pointe: payment of a brokerage commission, netted out of the purchase price, upon the sale of the Property to the buyer Plaintiffs procured, as reflected in Newmark's written invitation that Plaintiffs request the compensation they deserved and that it would

be netted out of the price, and in Plaintiffs' ensuing performance. Payment through the transaction was not merely hoped for: Newmark's own July 30, 2024 writing stated the mechanism and practice by which cooperating-broker compensation would be paid on this listing, that Marina Pointe should request the amount it believed it deserved and that the amount would be netted out of the purchase price, and the parties proceeded on that stated mechanism through Marina Pointe's written 2% specification and Newmark's continued dealing with the buyer Marina Pointe had introduced.

49. Saadian knew of that relationship and expectancy. He learned of it directly from Plaintiffs, requested and received Plaintiffs' correspondence with the listing broker, and knew Plaintiffs expected compensation through the transaction, as stated in writing in the 2% text message and in the buyer representation agreements.

50. Saadian engaged in intentional conduct that was independently wrongful, that is, conduct proscribed by a determinable legal standard apart from the act of interference itself, namely fraud under Civil Code sections 1709 and 1710 as alleged in the Second Cause of Action, designed to disrupt the relationship, including: making promises of compensation, himself and through Fall, with no intention of performing them in order to induce and obtain Plaintiffs' services, work product, and deal intelligence; demanding and appropriating Plaintiffs' email offer, pricing intelligence, and underwriting; concealing from Newmark and the Seller, while dealing with them directly, that Plaintiffs had procured him as the buyer and were the source of his access; falsely asserting prior "talks" regarding the Property with and without other brokers; directing Barkohanai to stand down and deal only with Fall; dealing directly with the Seller and Newmark through the channel Plaintiffs opened; imposing in writing, one day after being told that the Seller did not want to sell in the low $40 millions, a $43,000,000 condition on any payment to Plaintiffs that he had reason to believe would not be met; concealing from Plaintiffs the pendency and consummation of the transaction and the decision to make no provision for Plaintiffs' compensation; and structuring and closing the purchase, through a newly formed entity, in a manner intended to defeat Plaintiffs' compensation, including closing at $44,000,000, one million dollars above the $43,000,000 condition he had himself imposed and communicated to Barkohanai. The promissory fraud and the appropriation of Plaintiffs' access, work product, and pricing intelligence were the means by which the disruption was

accomplished: they obtained for Saadian the deal file, the pricing intelligence, and the direct channel to the Seller through which the circumvention ran, and they induced Plaintiffs to stand down while the transaction was structured around them; the fraud was not parallel misconduct.

51. Saadian's conduct actually disrupted the relationship and expectancy: the Property was sold to the buyer Plaintiffs procured, through Plaintiffs' channel and on the foundation of Plaintiffs' work, with no commission paid to or netted for Plaintiffs. That Newmark and the Seller closed with knowledge of Plaintiffs' procuring-cause role from Plaintiffs' own written notices does not break the causal chain: the compensation was to be netted out of the purchase price, and Saadian's refusal to transact through Plaintiffs removed the vehicle by which it would have been paid. Saadian's fraud obtained Plaintiffs' work product and opened the direct channel to the Seller before any protective mechanism for Plaintiffs' compensation existed, and Plaintiffs' later notices did not restore the position lost at the pricing stage.

52. As a direct and proximate result, Marina Pointe was deprived of its commission expectancy and damaged according to proof in the amount of the 2% brokerage commission of $880,000 it would have earned on the $44,000,000 sale, being the compensation Newmark invited Plaintiffs to request and that would have been netted out of the price, or such other amount as the court or jury may determine, together with prejudgment interest.

53. Saadian's conduct was intentional, malicious, oppressive, and fraudulent within the meaning of Civil Code section 3294 entitling Plaintiffs to punitive and exemplary damages in an amount appropriate to punish and deter.

SECOND CAUSE OF ACTION

Fraud: Promise Made Without Intent to Perform (Civ. Code §§ 1709, 1710(4))

(By Barkohanai and Marina Pointe Against Saadian and Does 1 through 100)

54. Plaintiffs reallege and incorporate by reference paragraphs 1 through 53 of this Complaint as though fully set forth herein. This cause of action is asserted by Barkohanai and Marina Pointe. The promises alleged were made to Barkohanai individually and as Marina Pointe's designated broker-officer, and the reliance and detriment alleged were incurred by Barkohanai and Marina Pointe in those capacities.

55. On August 2, 2024, as detailed in paragraphs 24 – 26, Barkohanai spoke to Saadian about acquiring the Property. Saadian promised Barkohanai that Plaintiffs would be compensated for their brokerage services in the acquisition, consented to Plaintiffs representing him and receiving a 1% commission, and represented that he would enter into a buyer representation agreement reiterating that commission. This was additional protection for Plaintiffs in the event the listing side did not honor the netting arrangement. Later that same day, at approximately 12:22 p.m., Saadian's agent Fall, acting within the scope of his engagement for Saadian, stated and reiterated to Barkohanai in substance that Plaintiffs would be taken care of regarding their compensation. Fall's statement was made on Saadian's behalf and is attributable to Saadian.

56. On the morning of August 3, 2024, after Plaintiffs transmitted the 1% Representation Agreement for electronic signature at approximately 8:27 a.m., Saadian renewed his representation that Plaintiffs would receive buyer-side compensation, but this time countered by written text message, "Do it for .25%". In a telephone call at approximately 8:40 a.m. lasting approximately five minutes, the parties agreed on the revised 0.5% term. Plaintiffs revised the agreement to 0.5% and retransmitted it at approximately 8:52 a.m., confirming by written text message, "Revised and resent as agreed."

57. Saadian made those promises of compensating Plaintiffs via commission with no intention of performing them. His contemporaneous and subsequent conduct evidences that intent. Within approximately two hours of the "Revised and resent as agreed" confirmation, on the August 3, 2024, in a telephone call at approximately 10:42 a.m., Saadian erupted at the expectation of Plaintiffs' payment and refused to sign the Representation Agreement. At 11:04 a.m. that same morning, Saadian replaced the promised percentage compensation with a unilateral and indefinite condition entirely within his own control, writing "If I buy it for 43 or less anytime soon, I'll give you some money" in the same message in which he directed Barkohanai to leave him alone and to deal only with Fall. Notably, Saadian imposed that condition one day after the Seller's principal (Taban) had told him the Seller did not want to sell in the low $40 millions, a price condition Saadian therefore had reason to believe would not be met.

58. The next day, August 4, 2024, Saadian formally declined both written agreements that Barkohanai previously sent only minutes apart, giving the typed reason "Abcdefg" for the revised 0.5% agreement and asserting as to the 1% agreement, "I already have been in talks regarding this property with and without other brokers. I am not looking for an agent". This assertion was untrue and evidenced that circumvention of Plaintiffs was already underway. Within hours of obtaining the Seller's identity from Barkohanai on August 2nd, Saadian dealt directly with the Seller's principal, texting Barkohanai "I spoke to David," while retaining and using the materials he had induced Barkohanai to hand over. During and immediately after Fall's 12:22 p.m. August 2nd call, and as part of the same scheme, Fall requested and received Plaintiffs' work product in writing: Plaintiffs transmitted the Offering Memorandum to Fall and Saadian at approximately 12:28 p.m.; Fall asked in writing at 12:49 p.m., "Can you send the excel sheets as well please." Plaintiffs transmitted their underwriting spreadsheets at approximately 12:52 p.m. and continued analysis support through the afternoon; and by 3:05 p.m. Saadian reported in writing that Fall was running numbers on the Property.

59. Ultimately, after Barkohanai learned that Saadian and/or his newly formed entity (Defendant 660 Fig LLC) had made an offer on the Property, Saadian again represented that Plaintiffs would receive compensation for being the procuring cause of the transaction. Between November 11 and November 14, 2024, while the Property was in escrow and after receiving Plaintiffs' November 5, 2024 certified letter (paragraph 41), Saadian sent Barkohanai a series of written text messages. In one of these messages, Saadian represented to Barkohanai that he "had put in a courtesy" and "the agreement for (Barkohanai) to get $70,000." Saadian threatened to retract that request if Barkohanai continued to insist to Newmark that he be compensated for his rightful share of the commission for being the procuring cause, i.e., 2% of the purchase price or $880,000.

60. Saadian made the August 2nd and August 3rd promises, himself and through Fall, with the intent to induce Plaintiffs to continue performing brokerage services and to surrender their work product. After and in reliance on Saadian's August 2nd morning promise, Plaintiffs that same day transmitted the written offer to Newmark at approximately 9:56 a.m., transmitted Plaintiffs' email correspondence with the listing broker to Saadian at his written request ("Send me your emails. I

want to see”), and continued advising Saadian on financing. After and in further reliance on the taken-care-of assurance delivered through Fall at approximately 12:22 p.m., Plaintiffs that afternoon transmitted the Offering Memorandum and, at Fall’s written request, their underwriting spreadsheets to Fall and Saadian, continued analysis support, and, after informing Saadian and hearing no objection, initiated lender outreach.. After and in reliance on Saadian’s August 3rd written request to proceed at a reduced rate, Plaintiffs that morning revised the Representation Agreement to 0.5% and retransmitted it for electronic signature.

61. Plaintiffs’ reliance was reasonable and justifiable. Each act described in paragraph 60 occurred after, and because of, the promise on which Plaintiffs relied. Absent Saadian’s promises of compensation, Plaintiffs would not have performed those services or surrendered that work product, and would instead have withheld their materials and conditioned further services on a signed representation agreement.

62. As a direct and proximate result, Plaintiffs were damaged according to proof. Plaintiffs’ damages on this cause of action are measured as out-of-pocket reliance detriment under Civil Code sections 1709 and 3333, consisting of: Plaintiffs’ out-of-pocket expenditures incurred in performing the brokerage services described above; the development cost of the underwriting, analyses, offer materials, and other work product Plaintiffs created and surrendered in reliance on the promises; and the detriment of the protective steps Plaintiffs forwent in reliance on the promises, including conditioning further services and the surrender of work product on an executed buyer-side representation agreement, giving the Seller written notice of Plaintiffs’ role and requested compensation before the transaction was priced, negotiating Plaintiffs’ compensation directly with the Seller’s principal, and obtaining an escrow instruction addressing Plaintiffs’ compensation; together with consequential damages and prejudgment interest as permitted by law. Barkohanai also incurred additional damages for the time, expenses, and work product he generated in connection with his efforts. Plaintiffs do not seek recovery of a real estate commission as such, or the value of brokerage services as such, on this cause of action. The conduct of Saadian was malicious, oppressive, and despicable within the meaning of Civil Code section 3294, entitling Plaintiffs to punitive and exemplary damages.

THIRD CAUSE OF ACTION

Intentional Interference with Contractual Relations (Cooperation Agreement); Alternatively

(By Marina Pointe Against Saadian, 660 Fig LLC and Does 1 through 100)

63. Marina Pointe realleges and incorporates by reference paragraphs 1 through 62 of this Complaint as though fully set forth herein. This cause of action is pleaded in the alternative to the First Cause of Action and is asserted by Marina Pointe. The Cooperation Agreement is a contract for a single transaction and a fixed purpose, the compensated procurement of a buyer for the Property, and was not terminable at will once Marina Pointe performed by procuring and delivering the buyer; upon that performance the compensation obligation was earned. In the alternative, if the Cooperation Agreement is deemed terminable at will, the promissory fraud alleged in the Second Cause of Action, incorporated herein, constitutes independently wrongful conduct.

64. A contractual relationship existed between Marina Pointe, on the one hand, and Newmark, contracting in its own capacity as listing broker, on the other, for payment of Marina Pointe's broker compensation on a sale of the Property to the buyer it procured: the Cooperation Agreement, formed and evidenced by Newmark's written communication that Plaintiffs should request the compensation they deserved and that it would be netted out of the purchase price, together with Marina Pointe's acceptance and performance by introducing the buyer and procuring the transaction. The Seller was not a party to the Cooperation Agreement. The Cooperation Agreement is an agreement between licensed real estate brokers respecting cooperation and the handling of broker compensation on a sale of the Property; it is not an agreement by a principal authorizing or employing a broker within the meaning of Civil Code section 1624, subdivision (a)(4), and no writing subscribed by any principal was required. In the alternative, if any writing requirement applied, it is satisfied: the agreement is evidenced by Newmark's July 30, 2024 writing and Plaintiffs' written 2% specification; the parties conducted their dealings entirely by electronic means from July 25, 2024 forward and Hannan's emails were sent from his Newmark account bearing his name, several above his typed signature block, with intent to authenticate them, constituting electronic records and signatures given effect under Civil Code sections 1633.2, subdivision (h), and 1633.7.

65. Saadian was a stranger to that contractual relationship: he was not a party to it, nor the agent or principal of any party to it.

66. Saadian knew of the contractual relationship. Barkohanai disclosed it to him, and at Saadian's own written request Barkohanai transmitted to Saadian the correspondence with Newmark reflecting the emailed offer and response.

67. Saadian intended to disrupt the performance of that contract and engaged in conduct that prevented its performance or made performance more expensive or difficult, including dealing directly with the Seller using the access and intelligence Plaintiffs supplied, concealing from Newmark and the Seller that Plaintiffs had procured him as the buyer, and structuring and closing the purchase so that no commission was paid or netted to Marina Pointe.

68. As a direct and proximate result, Marina Pointe was damaged according to proof, being the $880,000 commission expectancy under the Cooperation Agreement, or such other amount as the court or jury may determine, together with prejudgment interest. Marina Pointe does not seek double recovery of the same item of harm under this and any other cause of action. The conduct was malicious, oppressive, and fraudulent within the meaning of Civil Code section 3294, entitling Marina Pointe to punitive and exemplary damages.

FOURTH CAUSE OF ACTION

Breach of Contract: Interbroker Cooperation Agreement (Cooperation Agreement)

(By Marina Pointe Against Newmark and Does 1 through 100)

69. Marina Pointe realleges and incorporates by reference paragraphs 1 through 68 of this Complaint as though fully set forth herein.

70. Marina Pointe and Newmark, two licensed California real estate brokers, entered into an interbroker cooperation agreement (the Cooperation Agreement alleged above) respecting Marina Pointe's compensation as cooperating broker on a sale of the Property, and, at minimum, an implied-in-fact contract to the same effect. Newmark contracted in its own capacity as listing broker. The Seller was not a party to the Cooperation Agreement, and Marina Pointe was not authorized or employed by, and did not act for, the Seller. On July 27, 2024, in response to Hannan's written question "What is CBC?", Barkohanai defined his compensation inquiry in writing as "Cooperating

Brokers Comp/Buyers Broker Comp." On July 30, 2024, Hannan replied in writing to Plaintiffs' written compensation question: "There is no formal arrangement. You should request what you think you deserve and it wil [sic] be netted out of your price," and in the same email asked "Who is your client?", dealing with Marina Pointe as a cooperating broker.

71. Under the custom and practice of the Southern California commercial brokerage community, a listing broker that states the procedure for handling a cooperating broker's compensation, receives the cooperating broker's written compensation request, and thereafter continues to deal with and closes a sale to the buyer that broker introduced is expected to reject or counter the request before using the buyer; silence coupled with continued use of the buyer constitutes assent and agreement to pay the cooperating broker's commission.

72. Marina Pointe accepted by performance: it identified, qualified, and delivered the buyer, transmitted his pricing interest and offer, and on August 7, 2024 fixed its requested compensation in writing at 2% of the sales price, expressly inviting objection: "If there is any reason you or the sellers believe I should not be compensated, I would appreciate understanding your perspective." **Newmark never rejected, countered, or objected before closing; instead Hannan responded on August 8, 2024, "Kevin Shannon who runs our team is handling this with Taban. Taban will be aware," and Newmark continued dealing with and closed the sale to Marina Pointe's buyer.**

73. Newmark's Deputy General Counsel's October 30, 2024 email regarding Marina Pointe's commission, "If he is paid a commission, will it come out of ours?" reflects Newmark's contemporaneous understanding that the compensation was a pending obligation between the brokers. The Cooperation Agreement is an agreement between licensed real estate brokers respecting cooperation and the handling of cooperating-broker compensation; it is not an agreement by a principal authorizing or employing a broker within the meaning of Civil Code section 1624, subdivision (a)(4), and no writing subscribed by any principal was required.

74. Alternatively, if any writing requirement applied, it is satisfied: the agreement is evidenced by the writings alleged above; the parties conducted their dealings entirely by electronic means from July 25, 2024 forward; and Hannan's emails were sent from his Newmark account bearing his name, several above his typed signature block, with intent to authenticate them, constituting electronic

records and signatures given effect under Civil Code sections 1633.2, subdivision (h), and 1633.7. Within the same email thread, Hannan sent messages beneath his typed signature block, bearing his name and his Newmark business email and telephone contact information, on July 26th, July 29th, and August 2nd, 2024, so that his July 30th and August 8th, 2024 responses concerning Barkohanai's compensation were transmitted within an established course of signed electronic dealing among the parties.

75. To the extent Seller approval of the specific compensation amount was a condition of Newmark's performance, that condition was waived, excused, or prevented by Newmark, which represented in writing on August 8, 2024, that the request was being handled with the Seller's principal, never communicated any rejection or counterproposal before closing, and proceeded to negotiate with and close the sale to the buyer Marina Pointe had introduced (i.e., Saadian, through his controlled LLC, 660 Fig LLC). Plaintiffs are informed and believe, and on that basis allege, that Newmark controlled whether and how Marina Pointe's 2% request was presented to the Seller's principal, and that Newmark never in fact presented the request to him. Newmark may not rely on the nonoccurrence of a condition it controlled and prevented or waived.

76. Marina Pointe, acting through Barkohanai as its designated broker-officer, performed under the interbroker cooperation agreement by procuring, identifying, and delivering the buyer who ultimately purchased the Property through 660 Fig LLC. Marina Pointe disclosed the opportunity to Saadian, transmitted his pricing interest to Newmark, set in motion the chain of events that led to the December 17, 2024 closing, and was the procuring cause of the transaction in the sense that its efforts produced the buyer with whom Newmark and the Seller later closed. Marina Pointe performed all conditions required on its part, except those waived, excused, or prevented by Newmark.

77. Newmark breached the agreement by negotiating with, accepting, and closing the sale to Marina Pointe's buyer without incorporating, reserving, or paying Marina Pointe's compensation, notwithstanding Hannan's July 30, 2024 compensation instruction, Marina Pointe's timely written 2% request, and Newmark's August 8, 2024 representation that the matter was being handled with Taban. Newmark's obligation ran to Marina Pointe directly, and Newmark is liable for the

compensation Marina Pointe would have received had Newmark performed, regardless of the source within the transaction economics from which that compensation would have been funded.

78. As a direct and proximate result of that breach, Marina Pointe suffered contract damages in an amount according to proof, including no less than $880,000, representing 2% of the $44,000,000 sale price, or such other amount as the trier of fact determines was owed under the interbroker cooperation arrangement, together with prejudgment interest from December 17, 2024.

FIFTH CAUSE OF ACTION

Intentional Interference with Prospective Economic Advantage (Buyer-Side Compensation Expectancy); Alternatively

(By Marina Pointe Against Newmark, Seller and Does 1 through 100)

79. Plaintiffs reallege and incorporate by reference paragraphs 1 through 78 of this Complaint as though fully set forth herein. This cause of action is pleaded in the alternative to the Second Cause of Action to the extent both seek the same buyer-side compensation, and Plaintiffs do not seek double recovery of the same item of harm under this and any other cause of action. This cause of action is asserted by Marina Pointe, which at all relevant times acted through Barkohanai.

80. An economic relationship existed between Marina Pointe, acting through Barkohanai, and Saadian, containing the probability of future economic benefit to Marina Pointe: compensation from the buyer side of the transaction for the brokerage services alleged above. That relationship arose on August 2, 2024, when Saadian consented to Plaintiffs representing him in the acquisition and receiving a commission, and the expectancy of compensation through the transaction continued through the closing, as evidenced by, among other things: Saadian's written counterproposal on the morning of August 3, 2024, "Do it for .25%," and Plaintiffs' same-morning revision of the Representation Agreement to 0.5%, confirmed in writing, "Revised and resent as agreed"; Saadian's written direction the same morning that further communication proceed through his designated contact, Fall ("If you want to talk about it further, you can talk to Jay"), keeping the channel between the parties open; the parties' continuing written communications regarding the amount of Plaintiffs' compensation, including Plaintiffs' August 5, 2024 text message, "If you sign, you know I'll make sure this thing gets closed, your financing handled, and everything taken care of. But since I'm not

partnering up with you it's gotta be 2%"; and Saadian's written admission during escrow, on November 11, 2024, that he "had put in a courtesy" and "the agreement for you to get $70,000," an arrangement he then purported to revoke. The amount of the expected compensation remained under discussion between the parties; the expectancy of compensation through the transaction did not, as Saadian's own November 11, 2024 written admission confirms. This cause of action does not depend on the existence or enforceability of any contract between Plaintiffs and Saadian.

81. Newmark and Hannan knew of that relationship and expectancy no later than August 6, 2024. On that date, Barkohanai wrote to Hannan and Mohon of Newmark that "My client is Bobby Saadian/Wilshire Law Firm," that Saadian was "refusing to sign a buyer representation agreement after previously promising to do so," and that Saadian appeared to be "attempting to work directly with David to cut us out of our commissions." That knowledge continued through the closing and was refreshed by Barkohanai's October 29, 2024 email to Newmark's broker of record, Kolsky, summarizing Plaintiffs' involvement and requesting assistance in securing fair compensation, and is further evidenced by the October 30, 2024 email of Newmark's Deputy General Counsel, Timothy Plum, asking, regarding Plaintiffs' commission, "If he is paid a commission, will it come out of ours?." The Seller likewise knew of Plaintiffs' procuring-cause role and compensation claim no later than Plaintiffs' November 5, 2024 written notice described in paragraph 41, and at all times through its listing brokerage and agent, Newmark, whose knowledge is imputed to the Seller. Newmark and Hannan were strangers to the economic relationship between Plaintiffs and Saadian; they were not parties to it, nor the agents or principals of any party to it.

82. With that knowledge, Newmark and Hannan engaged in intentional conduct designed to disrupt the relationship and expectancy, or undertaken with knowledge that disruption was certain or substantially certain to result. That conduct was wrongful by a measure beyond the interference itself, in that it constituted misrepresentation and, in the alternative, actionable concealment: (a) on August 8, 2024, in response to Plaintiffs' written August 7, 2024 request that the Seller's principal be advised of Plaintiffs' role and requested compensation, Hannan represented to Barkohanai in writing that "Kevin Shannon who runs our team is handling this with Taban. Taban will be aware," representing as existing fact that Plaintiffs' role and compensation were being communicated to and addressed

with the Seller when, as alleged above, they were not being protected; (b) on August 17, 2024, Newmark, through Kevin Shannon, confirmed to Barkohanai that Saadian had made an offer on the Property while downplaying that offer and stating that Saadian was unlikely to move forward, statements made to induce Plaintiffs to stand down; and (c) thereafter and through the December 17, 2024 closing, having spoken on the subject, Newmark and Hannan suppressed and failed to disclose that the transaction with the buyer Plaintiffs had procured was proceeding to consummation without any provision for Plaintiffs' compensation from either side. These misrepresentations and this concealment were the means by which Newmark and Hannan disrupted the relationship and expectancy: they induced Plaintiffs to continue channeling their compensation claim through Newmark and to forbear from protective measures, including direct dealings with the Seller's principal and written compensation arrangements with the buyer side, during the August and September 2024 window in which the transaction's economics were being priced and structured and Plaintiffs' requested compensation could still have been built into them under the mechanism Newmark had itself described, while Newmark and Hannan dealt directly with Saadian and Fall through the access, pricing intelligence, and deal information Plaintiffs had supplied, and structured and closed the transaction around Plaintiffs. Newmark and Hannan's duty to disclose arose from their own partial representations about Plaintiffs' compensation and from the cooperating-broker relationship alleged above, and did not depend on the existence or enforceability of any contract.

83. The conduct of Newmark, Hannan, and the Seller actually disrupted the relationship and expectancy: the Property was sold on December 17, 2024 to the buyer Plaintiffs had procured, no compensation was paid, reserved, or provided to Plaintiffs from the buyer side or otherwise, and the arrangement Saadian admittedly and purportedly having "put in" for Plaintiffs was eliminated. As a direct and proximate result, Plaintiffs were damaged according to proof, being the 0.5% buyer-side compensation of $220,000, or such other amount as the court or jury may determine, together with prejudgment interest as permitted by law. The conduct of Newmark, Hannan, and the Seller was malicious, oppressive, and fraudulent within the meaning of Civil Code section 3294, and was performed, authorized, or ratified by officers or managing agents of Newmark. Kevin Shannon, who "runs" Newmark's team for the listing, exercised actual and substantial discretionary authority over

the conduct of the listing, the handling of the transaction, and the handling of cooperating-broker compensation on it. Hannan, a Vice Chairman of Newmark and a designated Investment Contact for the Property, exercised actual authority over the listing and over the handling and communication of Plaintiffs' compensation request. Newmark ratified their conduct by closing the sale and retaining its benefits with knowledge of Plaintiffs' claim. The Seller acted through its principals, including David Taban, its managing agent, who had notice of Plaintiffs' claim, and the Seller closed the sale with that notice and retained its benefits, thereby authorizing and ratifying the conduct on the Seller's behalf. Plaintiffs are entitled to punitive and exemplary damages.

SIXTH CAUSE OF ACTION

Negligent Misrepresentation

(Against Newmark, Hannan, and Does 1 through 100)

84. Plaintiffs reallege and incorporate by reference paragraphs 1 through 83 of this Complaint as though fully set forth herein. This cause of action is pleaded in the alternative to the Eighth Cause of Action and to any contract based recovery against Newmark.

85. On August 8, 2024, in response to Plaintiffs' August 6, 2024 written circumvention notice and their August 7, 2024 written request that the Seller's principal be advised of Plaintiffs' role and requested compensation, Hannan, acting within the course and scope of his authority for Newmark, represented to Plaintiffs in writing that "Kevin Shannon who runs our team is handling this with Taban" and that "Taban will be aware," representing as existing fact that Plaintiffs' procuring-cause role and compensation request were then being communicated to and addressed with the Seller's principal.

86. Plaintiffs are informed and believe, and on that basis allege, that the representation was not true, or was made without reasonable grounds for believing it to be true, in that Plaintiffs' 2% compensation request was never in fact conveyed to Taban or, if conveyed, had been rejected or disregarded without any disclosure to Plaintiffs. The basis of Plaintiffs' information and belief includes: Newmark's October 30, 2024 email asking, regarding Plaintiffs' commission, "If he is paid a commission, will it come out of ours?," which reflects that months later Newmark had no arrangement, understanding, or provision addressing Plaintiffs' compensation with the Seller; the

absence anywhere in the parties' correspondence of any rejection, counter, or response to the 2% request before closing; and the consummation of the sale with no provision for Plaintiffs' compensation despite having earlier stated to Plaintiffs in writing that their compensation would be handled and netted out of the purchase price if they supplied the Buyer. Plaintiffs supplied the Buyer, but no amount was netted, reserved, or paid.

87. Newmark and Hannan made the representation intending that Plaintiffs rely on it. Plaintiffs justifiably relied: from August 8, 2024 through November 2024, Plaintiffs continued to route their compensation claim and communications through Newmark and refrained from presenting their claim directly to the Seller or to escrow during the period in which the transaction's economics were being priced and structured and Plaintiffs' requested compensation could still have been netted into them.

88. As a direct and proximate result, Plaintiffs were damaged according to proof, including reliance and consequential damages, together with prejudgment interest. Barkohanai also incurred additional damages for the time, expenses, and work product he generated in connection with his efforts.

SEVENTH CAUSE OF ACTION

Breach of the Implied Covenant of Good Faith and Fair Dealing

(By Marina Pointe Against Newmark and Does 1 through 100)

89. Marina Pointe realleges and incorporates by reference paragraphs 1 through 88 of this Complaint as though fully set forth herein.

90. The Cooperation Agreement, like every contract under California law, contains an implied covenant of good faith and fair dealing: neither party may do anything to unfairly interfere with the right of the other party to receive the benefits of the agreement.

91. Marina Pointe fully performed its obligations under the Cooperation Agreement, including by procuring the buyer who purchased the Property.

92. The Cooperation Agreement's compensation mechanism, stated in Newmark's own July 30, 2024 words, vested in Newmark discretion over the pricing and processing of Marina Pointe's compensation: Marina Pointe was to request the compensation it believed appropriate, and Newmark

was to have that requested amount netted out of the purchase price economics. Newmark breached the implied covenant of good faith and fair dealing by exercising that discretion to deprive Marina Pointe of the benefits of the agreement: it received Marina Pointe's written 2% request, assured Marina Pointe in writing that the matter was being handled with the Seller's principal, and then, while dealing directly with the buyer Marina Pointe had procured, structured and priced the transaction so that no compensation was netted, reserved, or provided for Marina Pointe, and remained silent through the December 17, 2024 closing.

93. As a direct and proximate result, Marina Pointe was deprived of the benefit the netting mechanism was to deliver: the opportunity to have its requested compensation built into the transaction economics at the pricing stage. Marina Pointe has been damaged according to proof in the amount of the $880,000 that would have been netted (2% of the $44,000,000 sale price), or such other amount as the court or jury may determine, together with prejudgment interest from December 17, 2024. Marina Pointe does not seek double recovery of the same item of harm under this and the Fourth Cause of Action.

EIGHTH CAUSE OF ACTION

Fraud: Promise Made Without Intent to Perform and Concealment (Civ. Code §§ 1709, 1710(3), 1710(4)); In the Alternative

(Against Newmark, Hannan, and Does 1 through 100)

94. Plaintiffs reallege and incorporate by reference paragraphs 1 through 93 of this Complaint as though fully set forth herein. This cause of action is pleaded in the alternative to the Fourth and Seventh Causes of Action and to any contract based recovery against Newmark.

95. On July 30, 2024, in an email responding to Plaintiffs' written compensation inquiry, Hannan, acting within the course and scope of his authority for Newmark, who is identified in Newmark's own offering memorandum for the Property as a Vice Chairman of Newmark and one of the five Investment Contacts designated to receive and field inquiries and offers on the Property, stated to Barkohanai in substance and in exact words: "There is no formal arrangement. You should request what you think you deserve and it wil [sic] be netted out of your price."

96. On August 8, 2024, after Plaintiffs specified in writing that their compensation request was 2% of the sale price and asked that it be factored into the price, Hannan further stated in writing: “Kevin Shannon who runs our team is handling this with Taban. Taban will be aware.” These statements were made by electronic communications directed to Barkohanai. Newmark described the compensation mechanism in its own words on August 2, 2024, when Hannan wrote to Barkohanai that a $40 million price “does not come close to covering the transaction costs (transfer tax, lawyer fees, broker fees, etc)” and that “this price needs to increase,” identifying cooperating-broker fees as a component to be built into the price economics. The compensation arrangement Newmark described was an arrangement between cooperating real estate brokers respecting the handling of broker compensation on a sale of the Property, outside Civil Code section 1624, subdivision (a)(4), for which no subscribed writing was required.

97. When Hannan made and reaffirmed the netting representation, and no later than August 8, 2024, when he represented in writing that Plaintiffs’ 2% compensation request was being “handled” with the Seller’s principal, Newmark had no intention of honoring the represented compensation process or of presenting or protecting Plaintiffs’ compensation with the Seller. By August 8, 2024, Plaintiffs had already identified and delivered the buyer, specified their compensation in writing at no less than 2%, and asked that it be presented to the Seller. Plaintiffs are informed and believe, and on that basis allege, that within the period from August 6 through August 17, 2024, the buyer Plaintiffs had procured submitted an offer to purchase the Property, that Newmark received or became aware of that offer, and that Newmark neither presented, protected, rejected, nor countered Plaintiffs’ compensation, and did not inform Plaintiffs that the offer had been made, but instead continued to deal with that buyer and closed the sale on December 17, 2024 without any provision for Plaintiffs’ compensation. To the extent the netting representation is deemed to have been made only on July 30, 2024, Plaintiffs allege in the alternative that Newmark then intended to obtain the benefit of Plaintiffs’ buyer, pricing intelligence, and brokerage services and, if the opportunity arose, to consummate the transaction directly with that buyer without honoring Plaintiffs’ compensation.

98. Newmark and Hannan made the foregoing promises and representations with the intent that Plaintiffs rely on them by continuing to cultivate, disclose, and deliver the buyer, by transmitting

pricing and offer information, and by refraining from insisting on different protections before surrendering the benefit of Plaintiffs' buyer and deal work to Newmark.

99. Plaintiffs justifiably relied on the July 30th and August 8th representations by, among other things, continuing after July 30, 2024 to identify Saadian as the target buyer, present the opportunity to him, provide him with seller and property information, communicate his pricing interest to Newmark, transmit offering and deal information, and continue brokerage efforts that benefited Newmark and Seller. Plaintiffs would not have done so, or would have sought different contractual protections before doing so, had the truth been disclosed.

100. In further reliance on Newmark's August 8, 2024 representation that Plaintiffs' compensation was being handled with the Seller, Plaintiffs continued to route their compensation claim and communications through Newmark and refrained from the protective steps otherwise available to them, including giving the Seller written notice of their role and requested compensation before the transaction was priced, negotiating their compensation directly with the Seller's principal, obtaining an escrow instruction addressing their compensation, and conditioning continued performance and the surrender of work product on written buyer-side protection, until they gave the Seller written notice of their claim by certified mail on November 5, 2024. Plaintiffs' reliance and forbearance caused them to lose the opportunity to protect their compensation while the transaction proceeded: during August and September 2024, while the transaction's economics were being priced and structured, Plaintiffs' requested compensation could still have been built into them under the mechanism Newmark had itself described; by the time Plaintiffs gave the Seller written notice on November 5, 2024, the transaction's structure had been fixed without provision for Plaintiffs.

101. Separately and in the alternative, Newmark's August 8, 2024 representation that Kevin Shannon "is handling this with Taban" and that "Taban will be aware" was a representation that gave Plaintiffs information likely to mislead them for want of communication of additional facts that Newmark was bound to disclose. The duty to disclose arose from the cooperating-broker relationship between Marina Pointe and Newmark alleged above and from Newmark's own representations about the handling of Plaintiffs' compensation. Having represented that it was handling and communicating Plaintiffs' compensation with the Seller, Newmark was bound not to suppress, and did suppress, that

it was in fact dealing directly with the buyer Plaintiffs had procured, that it did not present or protect Plaintiffs' compensation, and that it would proceed to close the sale without provision for Plaintiffs. Newmark's email of October 30, 2024, sent to Barkohanai, asking regarding Plaintiffs' commission, "If he is paid a commission, will it come out of ours?" reflects that Newmark understood Plaintiffs' claim and continued to withhold from Plaintiffs that it had dealt around them and made no provision for their compensation. By early November 2024, Plaintiffs knew that a transaction was pending, which is why they sent the November 5, 2024 certified letter; what Newmark suppressed, and what Plaintiffs did not know, was that the transaction would be and was consummated without any provision for their compensation. Plaintiffs did not discover, and could not reasonably have discovered, that the sale had closed and that no provision had been made for their compensation until on or about January 3, 2025, when Barkohanai learned of the sale through a title search.

102. Plaintiffs' allegations of fraudulent intent rest on more than nonperformance. The facts establishing that Newmark did not intend to honor or pay Plaintiffs' compensation when it made and reaffirmed the netting representation include Newmark's receipt and use of the buyer Plaintiffs had procured after Plaintiffs specified their compensation in writing; Newmark's failure, during the August 6 through August 17, 2024 period in which the buyer's offer was made, to present, protect, reject, or counter Plaintiffs' compensation, or even to inform Plaintiffs that the offer had been received, which Plaintiffs learned only through Barkohanai's August 17, 2024 telephone call to Kevin Shannon described in paragraph 36, notwithstanding Plaintiffs' written request that Newmark do so; Newmark's continued direct dealing with that buyer while excluding Plaintiffs; and Newmark's closing of the sale on December 17, 2024 with no provision for Plaintiffs. Newmark's October 30, 2024 email asking whether Plaintiffs' commission would "come out of ours" does not show that the compensation question remained open to Plaintiffs' benefit; it shows that Newmark, months after using Plaintiffs' buyer, was weighing the cost of Plaintiffs' claim to itself while continuing to withhold from Plaintiffs that it had dealt around them and made no provision for their just compensation.

103. As a direct and proximate result, Plaintiffs suffered damages according to proof, including out-of-pocket and reliance damages under Civil Code sections 1709 and 3333, measured by the

protective steps Plaintiffs lost the opportunity to take in reliance on the fraud, including an escrow instruction addressing their compensation, written notice to the Seller before the transaction was priced, direct negotiation with the Seller's principal, and written buyer-side protection, together with consequential damages and prejudgment interest as permitted by law. The conduct was malicious, oppressive, and fraudulent within the meaning of Civil Code section 3294, entitling Plaintiffs to punitive and exemplary damages. Newmark authorized, ratified, and had advance knowledge of the conduct alleged. Kevin Shannon, identified in Newmark's offering memorandum as Co-Head of Newmark's U.S. Capital Markets group, exercised actual and substantial discretionary authority over the handling of this transaction and of cooperating-broker compensation on it. Hannan, as a Vice Chairman of Newmark and a designated Investment Contact for the Property, exercised actual authority over the listing and over the handling and communication of Plaintiffs' compensation request. Newmark ratified their conduct by closing the sale and retaining its benefits with knowledge of Plaintiffs' claim. Plaintiffs do not seek double recovery of the same item of harm under both contract and tort theories. Barkohanai also incurred additional damages for the time, expenses, and work product he generated in connection with his efforts.

NINTH CAUSE OF ACTION

Promissory Estoppel (In the Alternative)

(By Marina Pointe Against Newmark, Hannan and Does 1 through 100)

104. Marina Pointe realleges and incorporates by reference paragraphs 1 through 103 of this Complaint as though fully set forth herein. This cause of action is asserted by Marina Pointe, which at all relevant times acted through Barkohanai as its designated broker-officer, and is pleaded in the alternative to the Fourth and Seventh Causes of Action and to any contract-based recovery against Newmark, in the event the Cooperation Agreement is determined to be unenforceable. Marina Pointe does not seek double recovery of the same item of harm under this and any other cause of action.

105. Newmark, through Hannan, acting within the course and scope of his authority as a Vice Chairman of Newmark and a designated Investment Contact for the Property, made a clear and unambiguous promise to Marina Pointe: on July 30, 2024, in direct response to Marina Pointe's written inquiry, "What % compensation is the seller offering for bringing a buyer?", Hannan stated in

writing, "There is no formal arrangement. You should request what you think you deserve and it wil [sic] be netted out of your price." The promise was that if Marina Pointe procured a buyer for the Property and requested its compensation that requested compensation would be netted out of the purchase price and paid to Marina Pointe through the transaction. The promise was definite as to the mechanism of payment and left the amount to be fixed by Marina Pointe's request, which Marina Pointe thereafter fixed in writing on August 7, 2024 at 2% of the sales price. Newmark, through Hannan, renewed and reaffirmed the promise on August 8, 2024, after receiving Marina Pointe's written 2% specification, by representing in writing that "Kevin Shannon who runs our team is handling this with Taban. Taban will be aware."

106. The promise on which this cause of action rests is a promise made by one licensed real estate broker to another respecting cooperation and the handling of cooperating-broker compensation on a sale of the Property. It is not a promise by a principal authorizing or employing a broker to purchase or sell real estate or to procure a purchaser or seller of real estate within the meaning of Civil Code section 1624, subdivision (a)(4), and no writing subscribed by any principal was required for the promise to be relied upon or enforced. Marina Pointe does not by this cause of action seek to recover a commission from any principal on an unsigned employment or authorization agreement; it seeks to hold the listing broker to the compensation mechanism the listing broker itself stated in writing. Because no subscribed writing was required as between the cooperating brokers, Marina Pointe's reliance on Newmark's written promise was not unreasonable as a matter of law, and the reasonableness of that reliance is confirmed by the writings themselves and the parties' subsequent course of dealing alleged herein. In the alternative, if any writing requirement applied, it is satisfied by the electronic records and signatures alleged in paragraphs 64 and 74, given effect under Civil Code sections 1633.2, subdivision (h), and 1633.7.

107. Newmark and Hannan made the promise under circumstances in which they reasonably should have expected, and did expect and intended that the promise would induce action or forbearance of a definite and substantial character by Marina Pointe. The promise was made in direct response to a cooperating broker's written compensation inquiry posed at the threshold of that broker's decision whether to expend effort procuring a buyer for Newmark's listing, and in the same

July 30, 2024 email Hannan solicited Marina Pointe's continued engagement by asking, "Who is your client?", "Are they looking to occupy or are they a user?", and "Where are you ballpark on price?"

108. Marina Pointe actually, reasonably, and foreseeably relied on the promise, both by action and by forbearance. In reliance on the promise, Marina Pointe, acting through Barkohanai: analyzed the Property's offering materials and performed in-depth underwriting and research; identified, solicited, and introduced Saadian, a uniquely qualified owner-user buyer who admitted he was unaware of the Property before Plaintiffs' introduction; provided Saadian with property, financing, and seller information; transmitted Saadian's pricing interest and written offer to Newmark on August 2, 2024; fixed its requested compensation in writing at 2% of the sales price on August 7, 2024 and asked that it be factored into the pricing economics; and continued to route its compensation claim and communications through Newmark from August 8, 2024 through November 2024. In further reliance on the promise, and particularly on the August 8, 2024 reaffirmation that the matter was being handled with the Seller's principal, Marina Pointe refrained from protective measures otherwise available to it.

109. Marina Pointe's reliance was reasonable and justifiable. The promise came in writing from the listing brokerage's designated Investment Contact for the Property, described the very mechanism by which cooperating-broker compensation is customarily handled in the Southern California commercial brokerage community, and was reaffirmed in writing after Marina Pointe fixed its requested amount. Newmark never rejected, countered, or objected to Marina Pointe's written 2% request before closing, and instead continued to deal with, and ultimately closed the sale to, the buyer Marina Pointe had introduced.

110. Newmark failed to perform the promise. Notwithstanding Marina Pointe's procurement and delivery of the buyer who purchased the Property on December 17, 2024 for $44,000,000, no compensation was netted out of the purchase price, reserved, or paid to Marina Pointe.

111. Injustice can be avoided only by enforcement of the promise. Marina Pointe conferred upon Newmark and the transaction the full benefit of its performance: the buyer, the pricing intelligence, the underwriting, and the deal access that produced the $44,000,000 closing in reliance on

Newmark's written promise, and permitting Newmark to retain those benefits while repudiating the promised compensation mechanism would work a manifest injustice.

112. As a direct and proximate result of Marina Pointe's reliance on the promise and Newmark's failure to perform it, Marina Pointe has been damaged according to proof, including in the amount of the $880,000 that would have been netted out of the purchase price under the promised mechanism (2% of the $44,000,000 sale price), or such other amount as the court or jury may determine, together with, in the alternative or in addition as the court deems just, the reasonable value of the services performed and the detriment incurred in reliance on the promise, and prejudgment interest as permitted by law.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for judgment against defendants, and each of them, as follows:

1. For compensatory damages according to proof, in the amounts and under the measures stated in each cause of action, including $880,000 on the causes of action asserting the commission expectancy and out-of-pocket reliance detriment under Civil Code sections 1709 and 3333 on the Second Cause of Action, or such other amounts as the court or jury may determine;
2. For prejudgment interest as permitted by law, including, on the contract-based commission expectancy, from December 17, 2024;
3. For punitive and exemplary damages on the First, Second, Third, Fifth, and Eighth Causes of Action in an amount appropriate to punish and deter;
4. For attorney’s fees and costs of suit incurred herein; and
5. For such other and further relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiffs hereby demand a trial by jury on all causes of action and issues so triable.

DATED: August 14, 2026 **LURIE & ASSOCIATES**

By: */s/ Dane H. Taylor*
Barak Lurie
Dane H. Taylor
Attorneys for Plaintiffs MATT BARKOHANAI and BARK TAX SERVICE INC. dba MARINA POINTE REALTY

EXHIBIT 1

Matt Barkohanai <Matt@mattbarcpa.com> Mon, Jul 29, 2024 at 10:46 PM
To: "Mohon, James" <James.Mohon@nmrk.com>
Cc: "Hannan, Rob" <Rob.Hannan@nmrk.com>

Thanks, this helps. I do have some questions:

1. Is SOFR + 475 a technical default triggered rate? If so, what is the rate with technical defaults cured?

2. I was told the assumable mortgage is $39M I/O but the public record shows a mortgage of $51,500,000 recorded in February of 2023. Why the discrepancy?

3. Any major loan covenants or a minimum DSCR requirement for the existing loan?

4. What % compensation is the seller offering for bringing a buyer?

Thank You!

Matt Barkohanai, CPA
Office: (818) 882-1031
eFax: (866) 245-8540

JACKSON HEWITT®
TAX SERVICE

DRE# 01847508

[Quoted text hidden]

Hannan, Rob <Rob.Hannan@nmrk.com> Tue, Jul 30, 2024 at 6:33 AM
To: Matt Barkohanai <Matt@mattbarcpa.com>
Cc: "Mohon, James" <James.Mohon@nmrk.com>

1. No. We can also send you the loan docs.

2. It is 39M. It has been paid down. Not sure what you're looking at or if it's been updated etc.

3. No DSCR ratios. Some net worth. I will send loan docs.

4. There is no formal arrangement. You should request what you think you deserve and it wil be netted out of your price.

Who is your client?

Are they looking to occupy or are they a user?

Where are you ballpark on price?

EXHIBIT 2

Matt Barkohanai <Matt@mattbarcpa.com> Tue, Aug 6, 2024 at 4:07 PM
To: "Mohon, James" <James.Mohon@nmrk.com>
Cc: "Hannan, Rob" <Rob.Hannan@nmrk.com>

Hi Rob and James,

Unfortunately, I need to report a serious issue regarding this transaction. My client is Bobby Saadian/Wilshire Law Firm.

Bobby has informed me that he knows David Taban and is now refusing to sign a buyer representation agreement after previously promising to do so. I don't know when your listing agreement expires but it appears that Bobby is attempting to work directly with David to cut us out of our commissions and negotiate a better price.

I have documented the work I've done and have proof that I am the procuring cause leading Bobby to be interested in this property. And of course, I've been working with your team on this.

Rob, please call me back on my cell at [redacted] to discuss further when you have a moment.

Thank You
Matt Barkohanai, CPA
Office: (818) 882-1031
eFax: (866) 245-8540
DRE# 01847508

[Quoted text hidden]

Matt Barkohanai <Matt@mattbarcpa.com> Tue, Aug 6, 2024 at 5:18 PM
To: "Mohon, James" <James.Mohon@nmrk.com>
Cc: "Hannan, Rob" <Rob.Hannan@nmrk.com>

Hi Rob,

Thank you for the call back and confirming that you have not yet heard from Bobby on this listing. Are you able to let me know if you do receive an inquiry, LOI, or offer on behalf of Bobby Saadian or Wilshire Law Firm?

Thanks
Matt Barkohanai, CPA
Office: (818) 882-1031
eFax: (866) 245-8540
DRE# 01847508

[Quoted text hidden]

Matt Barkohanai <Matt@mattbarcpa.com> Wed, Aug 7, 2024 at 9:20 PM
To: "Mohon, James" <James.Mohon@nmrk.com>
Cc: "Hannan, Rob" <Rob.Hannan@nmrk.com>

Can you please pass my emails along to David Taban and the rest of the sellers?

I procured a uniquely qualified buyer for your listing. Given the significant value I bring to both parties by securing such a qualified match, I respectfully request to be compensated no less than 2% of the sales price for my efforts. I kindly ask that the sellers factor this into their selling price.

If there is any reason you or the sellers believe I should not be compensated, I would appreciate understanding your perspective.

Thank you in advance for your cooperation. I look forward to your response.

Matt Barkohanai, CPA
Office: (818) 882-1031
eFax: (866) 245-8540
DRE# 01847508

[Quoted text hidden]

Hannan, Rob <Rob.Hannan@nmrk.com> Thu, Aug 8, 2024 at 8:07 AM
To: Matt Barkohanai <Matt@mattbarcpa.com>
Cc: "Mohon, James" <James.Mohon@nmrk.com>

Kevin Shannon who runs our team is handling this with Taban. Taban will be aware.

EXHIBIT 3

660 Figueroa

Plum, Timothy <Tim.Plum@nmrk.com> Wed, Oct 30, 2024 at 10:23 AM
To: "Deering, Kristen" <Kristen.Deering@nmrk.com>, "Matt@mattbarcpa.com" <Matt@mattbarcpa.com>
Cc: "Hannan, Rob" <Rob.Hannan@nmrk.com>

Thanks. If he is paid a commission, will it come out of ours?

Timothy S. Plum

Deputy General Counsel

18401 Von Karman Avenue, Suite 150

Irvine, California 92612

714.507.6282

Tim.Plum@nmrk.com

He/Him

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[Quoted text hidden]

EXHIBIT 4

This page is part of your document - DO NOT DISCARD

20240915119

Pages: 0004

Recorded/Filed in Official Records
Recorder's Office, Los Angeles County,
California

12/23/24 AT 02:29PM

FEES:	28.00
TAXES:	2,666,398.00
OTHER:	0.00
PAID:	2,666,426.00

LEADSHEET

202412231040060

00025107410

015063556

SEQ:
01

SECURE - Daily - Time Sensitive

THIS FORM IS NOT TO BE DUPLICATED

E548170

207995

Recording Requested by:
CHICAGO TITLE COMPANY
COMMERCIAL DIVISION

RECORDING REQUESTED BY AND WHEN
RECORDED RETURN IT TO:
660 Fig LLC, a Delaware limited liability company
651 N Sepulveda Blvd #107
Los Angeles, CA 90049

MAIL ALL TAX STATEMENTS TO:
660 Fig LLC, a Delaware limited liability company
651 N Sepulveda Blvd #107
Los Angeles, CA 90049

APN: 5144-008-013 SPACE ABOVE THIS LINE FOR RECORDER'S USE

The undersigned Grantor declares:

Documentary Transfer Tax is $48,400.00 (County) and $2,617,998.00 (City), computed on full value of the property conveyed. City of Los Angeles, County of Los Angeles, State of California.

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, FIG ASSET CAPITAL (DE), LLC, a Delaware limited liability company (“**Grantor**”), hereby grants to 660 FIG LLC, a Delaware limited liability company (“**Grantee**”), the real property and all improvements thereon and all rights appurtenant thereto owned by Grantor located in the County of Los Angeles, State of California, described on Exhibit A attached hereto and made a part hereof (the “**Property**”), subject to:

1. All general and special real property taxes and assessments that are not delinquent, including supplemental taxes assessed as a result of this conveyance;

2. All other covenants, conditions and restrictions and other encumbrances, easements, limitations, reservations, rights, charges, equitable servitudes and other matters of record that were recorded prior to the recordation of this Grant Deed in the Office of the Los Angeles County Recorder;

3. All discrepancies, conflicts in boundary lines, shortages in area, encroachments and any state of facts which an inspection or a survey of the Property would reveal or disclose; and

4. The rights of tenants in possession of the Property or any portion thereof.

[Grantor signature page follows]

207995-X27

Executed as of this 17th day of December, 2024.

Grantor:

FIG ASSET CAPITAL (DE), LLC,
a Delaware limited liability company

By: ______________________
Name: Jacob Taban
Title: Manager

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On December 17 , 2024, before me, LAURA E. VARGAS, a Notary Public, personally appeared JACOB TABAN, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

LAURA E. VARGAS
Notary Public - California
Los Angeles County
Commission # 2394084
My Comm. Expires Feb 15, 2026

Signature ______________________ (Seal)

Exhibit A

TO GRANT DEED

Legal Description

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF LOS ANGELES, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1: (HOME SAVINGS TOWER)

LOT "A" OF TRACT NO. 1286, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 18 PAGE 61 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 4:

ALL RIGHTS RESERVED TO THE OWNER OF THE PARCEL 1 IN THAT CERTAIN PERPETUAL EASEMENT AGREEMENT DATED AS OF NOVEMBER, 1993, BY K & T 660 FIGUEROA PARTNERS L.P., A CALIFORNIA LIMITED PARTNERSHIP, AND LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY, A PUBLIC AGENCY EXISTING UNDER THE AUTHORITY OF THE LAWS OF THE STATE OF CALIFORNIA, RECORDED JUNE 6, 1994 AS INSTRUMENT NO. 94-1081708, IN THE OFFICIAL RECORDS OF LOS ANGELES COUNTY, CALIFORNIA.

APN: **5144-008-013**