

**WILSHIRE LAW FIRM, PLC**

John J. Lucas, Esq. (SBN: 216236)  
Ryan P. Malloy, Esq. (State Bar No. 317403)  
660 S. Figueroa St., Sky Lobby  
Los Angeles, California 90017  
Tel: (213) 381-9988  
Fax: (213) 381-9989  
[John.lucas@wilshirelawfirm.com](mailto:John.lucas@wilshirelawfirm.com)

Attorney for Third Party Bobby Saadian

**SUPERIOR COURT FOR THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES**

In the matter of:

The Second Amended and Restated George  
Saadian Revocable Living Trust, as amended  
and restated.

Defendant.

CASE NO.: 23STPB12471

[Assigned for all purposes to the Hon. Ruben  
Garcia, Dept. 9]

**THIRD PARTY BOBBY SAADIAN'S  
OPPOSITION TO TRUSTEE'S MOTION  
TO COMPEL COMPLIANCE WITH  
SUBPOENA**

Date: August 27, 2026

Time: 9:30 a.m.

Place: Dept. 9

**MEMORANDUM OF POINTS AND AUTHORITIES**

**I.**

**INTRODUCTION**

Third Party Bobby Saadian (“Mr. Saadian”), respectfully submits this Opposition to Trustee and Respondent, Matthew Barkohanai’s (“Trustee”) Motion for Order Compelling Mr. Saadian’s Compliance with Deposition Subpoena (the “Motion”). Simply put, the Court should deny this Motion because it is procedurally defective and is substantively without merit. As a preliminary matter, Mr. Saadian is a cousin of the parties to this litigation. He is not a trustee, beneficiary, or party to these proceedings. Indeed, he has no connection whatsoever to The George Saadian Revocable Living Trust (the “Trust”), has never participated in its administration, and holds no financial stake in its disposition.

Rather, the Trustee’s attempt to depose Mr. Saadian and his pursuit of the Motion are simply efforts to harass Mr. Saadian due to a personal vendetta from a completely unrelated dispute over a real estate commission. More specifically, the Trustee falsely claims that he introduced Mr. Saadian to a property that Mr. Saadian ultimately purchased. That is provably false, but the Trustee has not moved on, and thus, seeks to punish Mr. Saadian by harassing him and wasting his valuable time.

The Court also should deny the Motion for several other reasons. First, the Trustee failed to comply with the mandatory meet and confer requirements of the Code of Civil Procedure (Sections 2025.480(b) and 2016.040). When Mr. Saadian’s counsel affirmatively demanded a meaningful meet and confer session, the Trustee’s counsel refused. This alone warrants denial. Second, the Trustee’s counsel failed to provide a Separate Statement that even approaches compliance with California law (CRC 3.1345). In particular, the Trustee failed to include ten of the eleven document requests attached to the subpoena. Accordingly, the Trustee has waived his right to pursue any relief as to those requests. Moreover, pursuant to the Discovery Act and the California Rules of Court, this also is an independent basis for the Court to deny the Motion.

1 Third, Mr. Saadian possesses no information relevant to the Petition to remove and  
2 surcharge the Trustee, and his sworn declaration confirms as much. Third, the deposition  
3 subpoena and its eleven document requests are grossly overbroad, burdensome, and oppressive  
4 as directed to a nonparty witness entitled to heightened protection under Calcor Space Facility,  
5 Inc. v. Superior Court, 53 Cal. App. 4th 216, 225 (1997). Finally, Trustee could have obtained  
6 all of the documents that he seeks from either himself or from Petitioner Jonah Saadian in the  
7 nine months since he filed the Motion in early December of 2025. There is no excuse if he has  
8 failed to do so by now. Accordingly, the Court should deny the motion in its entirety, deny the  
9 Trustee's request for sanctions against Mr. Saadian, and award Mr. Saadian his reasonable  
10 attorney's fees and costs incurred in opposing this Motion.

## 11 II.

### 12 RELEVANT FACTUAL BACKGROUND

#### 13 A. Mr. Saadian Has No Involvement With The Trust

14 This action arises from a Petition filed by beneficiary Jonah Saadian to remove and  
15 surcharge the Trustee in connection with the Trust. Mr. Saadian is a cousin of the parties.  
16 (Declaration of Bobby Saadian ("Saadian Decl."), at ¶ 3.) He is not a trustee, beneficiary,  
17 successor trustee, or party to the Trust, nor is he a party to this litigation or any of the related  
18 proceedings. (Id. at ¶ 4.) He has no role whatsoever in the Trust, its creation, its amendment,  
19 or its administration. (Id.) He has no financial interest or stake in the Trust or its  
20 administration. (Id. at ¶ 5.) Indeed, Mr. Saadian stands to receive nothing from the Trust  
21 regardless of how this dispute is resolved. (Id.) The outcome of this litigation has no bearing on  
22 any of his financial interests. (Id.)

23 Next, Mr. Saadian is not funding, nor has he ever funded, Jonah Saadian's or Brandon  
24 Saadian's litigation against the Trustee in this matter or in any related proceeding. (Id. at ¶ 6.)  
25 He has never provided any funds, directly or indirectly, to finance any legal proceedings  
26 related to the Trust or any other litigation involving Matthew Barkohanai. (Id.) The text  
27 message attached to Barkohanai's Declaration in support of the Motion was simply an empty  
28 threat made in the midst of a family/business dispute between Matthew Barkohanai and me.

(See Barkohanai Decl. in Support of Motion, Exhibit I.) Further, Mr. Saadian has not contributed to, promised to contribute to, or agreed to contribute to the payment of any attorneys' fees, costs, or expenses in connection with Jonah Saadian's Petition, Brandon Saadian's participation in these proceedings, or any other related proceeding. (Id. at ¶ 7.) No such arrangement, whether written, oral, or implied, exists or has ever existed. (Id.)

As is clear from the context of the text messages attached to Trustee's Declaration, those statements were made in the heat of the moment during a family dispute and were not serious or actionable threats. (Id. at ¶ 8.) They were expressions of frustration, nothing more. (Id.) That frustration arose primarily from a separate, unrelated real estate dispute between the Trustee and Mr. Saadian. (Id. at ¶ 9.) More specifically, the Trustee claims that Mr. Saadian owes him a sales commission in connection with a building that he purchased. (Id.) That is indisputably false and the situation had come to a head, which those texts reflect. (Id.) That unrelated personal dispute was the catalyst for the text messages, not any involvement in, or knowledge of, the Trust litigation. (Id. at ¶ 10.) The statements in those messages should be understood in that context. (Id.) Indeed, in one of the only texts that the Trustee attaches to his Declaration in Support of the Motion, Mr. Saadian clearly states, "You have already damaged my family relationship with you. I'm very disappointed in your behavior." (Id. (citing Barkohanai Decl., Exhibit H).)

**B. Mr. Saadian Does Not Possess Documents Relevant To The Trust Litigation**

Mr. Saadian conducted a reasonable and diligent search of his files, records, electronic devices, and email accounts, and he does not possess any documents or communications responsive to the requests for production of documents attached to the deposition subpoena at issue here, much less any documents that would have any relevance to this case. (Id. at ¶¶ 11, 13.) Further, to the extent that the Trustee would like any text messages between he and Mr. Saadian, the Trustee already has them in his possession. In addition, if the Trustee wants text messages from Jonah Saadian, he could have gotten them from Jonah in discovery in the nine months since he filed the Motion.

///

1 Finally, wasting the time to travel and sit for a deposition in this matter would impose a  
2 significant and undue burden on Mr. Saaddian. (Id. at ¶ 15.) As the founding partner and CEO  
3 of Wilshire Law Firm, PLC, Mr. Saadian has substantial daily obligations to his employees,  
4 attorneys, and clients. (Id.) The burden of taking the time for this deposition far outweighs any  
5 possible benefit to this litigation, given that Mr. Saadian possesses no relevant knowledge  
6 concerning the Trust or its administration and no documents responsive to the subpoena. (Id.)  
7 The purpose is simply to harass Mr. Saadian. (Id.)

8 **C. The Subpoena And Counsel's Failure To Meet And Confer Regarding The Motion**

9 On October 9, 2025, the Trustee issued a deposition subpoena directed to Mr. Saadian  
10 scheduled for November 7, 2025, at 1:00 p.m. After reviewing the subpoena, his counsel, John  
11 J. Lucas, General Counsel of Wilshire Law Firm, PLC, contacted the Trustee's counsel, Mr.  
12 Lysaght, to discuss the subpoena. (Declaration of John J. Lucas ("Lucas Decl."), at ¶ 3.) Mr.  
13 Lucas informed him that Mr. Saadian possesses no knowledge relevant to the Trust litigation,  
14 that he has no documents responsive to the requests for production, and that the noticed  
15 deposition was unnecessary and harassing in nature. (Id.) Mr. Lysaght did not engage in any  
16 discussion about narrowing the scope of the subpoena, rescheduling the deposition, or  
17 otherwise resolving the dispute. (Id.)

18 As a result, on October 31, 2025, Mr. Lucas timely served written objections. (Lucas  
19 Decl., Exhibit A.) Accordingly, Mr. Saadian did not appear for the deposition on November 7,  
20 2025. On December 13, 2025, the Trustee apparently filed the Motion. Subsequently, Trustee's  
21 counsel emailed Mr. Lucas that she had been improperly attempting to serve Mr. Saadian  
22 personally, despite knowing that Mr. Lucas was representing him in this matter. (Id. at ¶ 5.)

23 Mr. Lucas responded to her, reminding her that he was representing Mr. Saadian, and  
24 informing her that she had never met and conferred prior to filing the Motion. (Id. at ¶ 6,  
25 Exhibit B.) Accordingly, Mr. Lucas requested that she withdraw the Motion in order to meet  
26 and confer as the Code requires. (Id.) She refused, insisting on keeping the Motion on calendar.  
27 (Id. at ¶ 7, Exhibit B.)

28 ///

1 On August 5, 2026, Mr. Lucas emailed Ms. Riggs, requesting again that she take the  
2 Motion off calendar, assuming that she had obtained whatever information through party  
3 discovery in the nine months since she filed the Motion. (Id. at ¶ 8, Exhibit C.) On August 6,  
4 she did not address whether she had even attempted to get the information, but refused to  
5 withdraw the Motion. (Id. at 9, Exhibit C.) On August 11, Mr. Lucas responded, offering to  
6 provide a declaration from Mr. Saadian with the points they would like to establish, so they  
7 would have his testimony under oath. (Id. at 10, Exhibit C.) He received no response. (Id.)

8 **III.**

9 **ARGUMENT**

10 **A. The Trustee Failed To Satisfy The Mandatory Meet And Confer Requirement,**  
11 **And The Court Should Deny The Motion On This Ground Alone**

12 Section 2025.480(b) of the California Code of Civil Procedure expressly requires that  
13 any motion to compel compliance with a deposition subpoena “shall be accompanied by a meet  
14 and confer declaration under Section 2016.040.” Cal. Civ. Proc. Code § 2016.040. This is not a  
15 discretionary suggestion; it is a mandatory prerequisite to the filing of such a motion. As  
16 amended effective January 1, 2026, Section 2016.040(a) requires “a reasonable and good faith  
17 attempt, either in person, by telephone, or by videoconference, to informally resolve each issue  
18 presented by the motion.” Cal. Civ. Proc. Code § 2016.040(a). The Trustee’s counsel failed to  
19 satisfy this obligation.

20 The record demonstrates that the Trustee’s counsel placed a single phone call to Mr.  
21 Lucas, the purpose of which was to confirm that the deposition would proceed as noticed. That  
22 call was not an attempt to resolve the discovery dispute or to address the substantive objections  
23 Mr. Lucas had served on October 31, 2025. The subsequent emails that the Trustee’s counsel  
24 sent on November 10 and December 1, 2025, were ultimatums demanding compliance, not  
25 genuine efforts to confer about the merits of the objections. When Mr. Lucas affirmatively  
26 demanded a meaningful meet and confer session to discuss and attempt to resolve the issues in  
27 dispute, the Trustee’s counsel simply refused.

28 ///

California courts have made clear that the meet and confer requirement demands more than perfunctory or one-sided communications. In Townsend v. Superior Court, 61 Cal. App. 4th 1431, 1437-39 (1998), the Court of Appeal held that the obligation requires counsel to “talk the matter over, compare their views, consult, and deliberate” in a genuine effort to resolve the dispute without court intervention. In Obregon v. Superior Court, 67 Cal. App. 4th 424, 431 (1998), the court similarly emphasized that a party’s failure to engage in a meaningful exchange before filing a discovery motion constitutes a failure to comply with the statutory prerequisite. Because the Trustee failed to satisfy this mandatory requirement, the Court should deny the Motion on this ground alone.

**B. The Trustee Failed To Provide A Code-Compliant Separate Statement**

In yet another procedural failure, the Trustee’s purported Separate Statement accompanying the Motion falls woefully short of compliance with California law. More specifically, California Rule of Court 3.1345 governs separate statements, and requires, as follows:

A separate statement is a separate document filed and served with the discovery motion that provides all the information necessary to understand each discovery request and all the responses to it that are at issue. The separate statement must be full and complete so that no person is required to review any other document in order to determine the full request and the full response. Material must not be incorporated into the separate statement by reference. The separate statement must include for each discovery request (e.g., each . . . inspection demand) to which a further response, answer, or production is requested-the following:

- (1) The text of the request, interrogatory, question, or inspection demand;
- (2) The text of each response, answer, or objection, and any further responses or answers;
- (3) A statement of the factual and legal reasons for compelling further responses, answers, or production as to each matter in dispute;

Cal. Ct. Rule 3.1335(c) (emphases added). Thus, the Trustee was required to include each request, Mr. Saadian’s response, and the reason the Court should compel a further response or production. Simply put, the Trustee failed to do so.

Instead, the Trustee included only one of the eleven requests in the Separate Statement, which does not even approach what the law requires. In addition, because the Rule prohibits incorporating other documents or pleadings by reference in lieu of a proper separate statement,

1 the Trustee is foreclosed from arguing that all of the requests are before the Court because they  
2 are contained in an exhibit to a declaration. Mills v. U.S. Bank, 166 Cal. App. 4th 871, 893  
3 (2008) (holding that requests attached to other pleadings and not identified by request in the  
4 separate statement violated the rule because “Material must not be incorporated into the  
5 separate statement by reference.”). In sum, clear California law supports the Court’s denial of  
6 the Motion on this ground alone. Id. (“Because Plaintiffs did not comply with the requirements  
7 of former rule 335 [now 3.1345], the trial court was well within its discretion to deny the  
8 motion to compel discovery on that basis.”).

9 **C. Mr. Saadian Has No Connection To The Trust And Possesses No Relevant**  
10 **Information**

11 Mr. Saadian is not a trustee, beneficiary, or party to this Trust litigation. He has never  
12 served in any fiduciary capacity with respect to the Trust, has never participated in the  
13 administration of the trust, and has not been involved in any way with the Trust’s assets,  
14 operations, distributions, or management. His sole connection to the parties is that he is a  
15 cousin of the Saadian family. That familial relationship, standing alone, does not create a basis  
16 for compelled discovery from a nonparty witness.

17 Mr. Saadian has no financial stake in the trust or its administration. He is not a creditor,  
18 debtor, agent, or advisor of the trust. He has never received distributions from the trust, has  
19 never been consulted regarding trust decisions, and has never communicated with the Trustee  
20 or any beneficiary about the administration of trust assets. The Trustee has failed to identify  
21 any specific fact, transaction, or event about which Mr. Saadian could provide testimony  
22 relevant to the Petition to remove and surcharge the Trustee.

23 A party seeking to compel a non-party’s deposition attendance must demonstrate that  
24 the witness possesses information relevant to the subject matter of the pending action. The  
25 Trustee has made no such showing here. The Motion rests entirely on two text messages,  
26 addressed separately below, which do not establish that Mr. Saadian has any knowledge  
27 bearing on the Trustee’s conduct, the Trust’s finances, or any issue raised in the Petition. Mr.  
28 Saadian’s sworn Declaration, filed concurrently herewith, confirms that he possesses no

relevant knowledge and has no responsive documents. Because the Trustee cannot establish that Mr. Saadian has any information material to this proceeding, the Court should deny the Motion on this ground as well.

**C. The Text Messages Were Empty Threats Made In The Context Of A Family Dispute And Do Not Establish Relevance**

The Trustee's entire justification for deposing Mr. Saadian rests on two text messages Mr. Saadian sent to the Trustee on November 11 and November 14, 2024. In those messages, Mr. Saadian expressed frustration about the Trustee's treatment of his cousins Jonah and Brandon and stated that he would "join" or "fund" a lawsuit. The Trustee seizes on these statements as though they constitute evidence of Mr. Saadian's actual involvement in, or financial support of, the pending Trust litigation. They do not.

These text messages were nothing more than empty threats made in the heat of a family dispute. As he has sworn under oath in his Declaration, Mr. Saadian has not funded the trust litigation in any amount. He has no financial stake in the outcome of the Petition to remove the Trustee. He has not participated in the prosecution of the Petition, has not directed litigation strategy, and has not contributed to the payment of any attorney's fees or costs on behalf of any party. The Trustee offers no evidence to the contrary, because no such evidence exists.

The context of the text messages further undermines the Trustee's position. Mr. Saadian's frustration with the Trustee did not arise from any involvement in the Trust or its administration. Rather, the messages were prompted by a separate, unrelated real estate dispute between Mr. Saadian and the Trustee, in which the Trustee claims Mr. Saadian owes him a sales commission for a building Mr. Saadian purchased. Mr. Saadian's intemperate words, born of that personal conflict, cannot reasonably be construed as evidence that he possesses information relevant to the Trust's administration or the Petition to remove the Trustee. A non-party's offhand remarks during a family quarrel do not transform that individual into a percipient witness with discoverable knowledge. The Trustee's reliance on these messages to justify a broad subpoena and eleven categories of document requests is without merit.

///

**D. The Trustee's Personal Vendetta Against Mr. Saadian Is The True Motivation For The Subpoena**

The Trustee's decision to subpoena Mr. Saadian was not driven by any legitimate discovery need. It was driven by personal animus. As explained above, the Trustee and Mr. Saadian have been embroiled in a separate, unrelated dispute arising from a real estate transaction in which the Trustee claims Mr. Saadian owes him a sales commission for a building Mr. Saadian purchased. That claim has nothing to do with the administration of the Trust, the Petition to remove the Trustee, or any issue before this Court. Yet it is this personal grievance that animates the Trustee's harassment of Mr. Saadian through the discovery process in this trust proceeding.

The timing and circumstances confirm this improper motivation. The two text messages the Trustee relies upon, sent on November 11 and 14, 2024, arose directly from Mr. Saadian's frustration over the Trustee's conduct in connection with the real estate commission dispute. Indeed, Mr. Saadian is clearly referring to the Trustee's purported demand for the commission when he writes, "As you know, I have no business or contractual relationship with you." (Barkohanai Decl. in Support of Motion, Exhibit H.) The Trustee seized upon those messages as a pretext to drag Mr. Saadian into this litigation, not because Mr. Saadian possesses relevant information.

This conduct constitutes a misuse of the discovery process. In particular, Section 2023.010 of the Code of Civil Procedure identifies as discovery abuse the employment of a discovery method "in a manner or to an extent that causes unwarranted annoyance, embarrassment, or oppression, or undue burden and expense." Cal. Civ. Proc. Code § 2023.010. Using a deposition subpoena to settle a personal score against a nonparty witness who has no connection to the Trust is precisely the type of abuse the Legislature intended to prohibit. The Court should not permit the Trustee to weaponize the discovery process in this manner and accordingly, should deny the Motion for this reason as well.

///

///

1 **E. The Subpoena Is Overbroad, Burdensome, And Oppressive As Directed To A**  
2 **Non-party Witness**

3 If the Court needed another reason to deny the Motion, the subpoena is overbroad,  
4 burdensome, and oppressive as directed to a non-party witness. Pursuant to Section 1987.1 of  
5 the Code of Civil Procedure, the Court has broad authority to quash or modify a subpoena and  
6 to “make any other order as may be appropriate to protect the person from unreasonable or  
7 oppressive demands, including unreasonable violations of the right of privacy.” Cal. Civ. Proc.  
8 Code § 1987.1. In a situation like this one, non-party witnesses are entitled to heightened  
9 protection from discovery burdens. As the Court of Appeal held in Calcor Space Facility, Inc.  
10 v. Superior Court, “the concerns for avoiding undue burdens on the ‘adversary’ in the litigation  
11 apply with even more weight to a nonparty.” Calcor Space Facility, Inc. v. Superior Court, 53  
12 Cal. App. 4th 216, 225 (1997).

13 The Trustee’s subpoena contains eleven document requests that are sweeping in scope,  
14 seeking all communications with any person about numerous Trust-related topics spanning  
15 multi-year periods. Mr. Saadian has no connection to the Trust, has never participated in its  
16 administration, and possesses no responsive documents. Directing such expansive requests at a  
17 non-party who lacks any relevant knowledge constitutes a classic fishing expedition. The  
18 California Supreme Court in Williams v. Superior Court reaffirmed that discovery must be  
19 reasonably calculated to lead to admissible evidence, and courts must weigh the burden  
20 imposed against the likelihood of obtaining relevant information. Williams v. Superior Court, 3  
21 Cal. 5th 531 (2017).

22 When discovery requests are “grossly overbroad on their face, and hence do not appear  
23 reasonably related to a legitimate discovery need, a reasonable inference can be drawn of an  
24 intent to harass and improperly burden.” Obregon v. Superior Court, 67 Cal. App. 4th 424, 431  
25 (1998); see also Unzipped Apparel, LLC v. Bader, 156 Cal. App. 4th 123 (2007). As a result,  
26 the Court should deny the Motion to eliminate the oppressive burden imposed on this non-  
27 party witness.

28 ///

1 **F. The Court Should Deny Sanctions And Should Impose Sanctions Against The**  
2 **Trustee**

3 The Court should deny in its entirety the Trustee's request for \$4,910.00 in sanctions,  
4 comprising \$500.00 in contempt sanctions and \$4,410.00 in attorney's fees and costs. Mr.  
5 Saadian's nonappearance at the November 7, 2025 deposition was not the product of  
6 obstinance or bad faith. Rather, Mr. Saadian timely served written objections through counsel  
7 on October 31, 2025, well in advance of the noticed deposition date, raising legitimate grounds  
8 including the overbreadth and oppressive nature of the subpoena as directed to a nonparty with  
9 no connection to the Trust. Mr. Saadian's counsel then affirmatively sought a meaningful meet  
10 and confer session to resolve the dispute informally, but the Trustee's counsel refused. Under  
11 these circumstances, Mr. Saadian acted reasonably and in good faith, and sanctions are  
12 unwarranted.

13 Further, it defies rational thought that the Trustee did not, or could not have, already  
14 obtained the documents he seeks from Mr. Saadian. Specifically, he is in possession of all text  
15 messages and communications between himself and Mr. Saadian. Second, he could have – and  
16 should have – by now obtained any text messages or other communications between Mr.  
17 Saadian and Jonah or Brandon Saadian in the nine months since he filed this frivolous Motion.  
18 He need not burden a third party to obtain the exact same information.

19 The Court should instead impose sanctions against the Trustee for filing this Motion.  
20 Section 1987.2(a) of the Code of Civil Procedure provides that where the court finds a motion  
21 to enforce a subpoena was made in bad faith or without substantial justification, or that the  
22 subpoena requirements were oppressive, the court may award reasonable expenses, including  
23 attorney's fees, to the person opposing the motion. Cal. Civ. Proc. Code § 1987.2(a). As set  
24 forth above, the Trustee directed an overbroad subpoena at a non-party who possesses no  
25 relevant information, and did so in pursuit of a personal vendetta arising from an unrelated real  
26 estate commission dispute. Furthermore, he attempted to personally serve Mr. Saadian when  
27 his counsel knew Mr. Saadian was represented, and failed and refused to meet and confer as  
28 the Code clearly requires. These facts establish that the Motion lacks substantial justification

1 and was brought for an improper purpose. Accordingly, the Court should deny all sanctions  
2 against Mr. Saadian, and instead, award Mr. Saadian \$4,000.00 for his reasonable attorney's  
3 fees and costs incurred in opposing this Motion pursuant to Section 1987.2(a). (Lucas Decl., at  
4 ¶ 11.)

5 **IV.**

6 **CONCLUSION**

7 For the foregoing reasons, and for good cause shown, Mr. Saadian respectfully requests  
8 that this Court deny the Trustee's Motion to Compel Mr. Saadian's Compliance with  
9 Deposition Subpoena in its entirety, and grant Mr. Saadian's request for sanctions against the  
10 Trustee in the amount of \$4,000.00.

11  
12 DATED: August 14, 2026

**WILSHIRE LAW FIRM**

John J. Lucas  
Ryan Malloy

13  
14  
15 By: 

16 John J. Lucas, Esq.  
Ryan Malloy, Esq.

17 Attorneys for Third Party Bobby Saadian  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**PROOF OF SERVICE**

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 660 S. Figueroa St., Sky Lobby Los Angeles, CA 90017.

On August 14, 2026, I served **THIRD PARTY BOBBY SAADIAN'S OPPOSITION TO TRUSTEE'S MOTION TO COMPEL COMPLIANCE WITH SUBPOENA** on all interested parties in this action as set forth on the attached service list in the following manner:

- ☐ **BY MAIL:** I am familiar with this firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the United States Postal Service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business.
- ☐ **BY FACSIMILE:** In addition to service by mail as set forth above, a copy of said document(s) was also delivered by facsimile transmission to the addressee(s) pursuant to Code of Civil Procedure §1013(e).
- ☐ **BY OVERNIGHT MAIL:** I caused said document(s) to be picked up via FEDERAL EXPRESS for delivery to the addressee(s) set forth on the attached service list on the next business day.
- ☐ **BY PERSONAL SERVICE:** I caused said document(s) to be delivered via personal delivery to the addressee(s) set forth on the attached service list.
- ☒ **BY ELECTRONIC SERVICE:** Pursuant to the agreement of the parties, I caused said document(s) to be delivered via electronic mail to the addressee(s) set forth on the attached service list.
- ☒ **STATE:** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.
- ☐ **FEDERAL:** I declare that I am employed in the office of the member of the bar of this court at whose direction the service was made.

Executed on August 14, 2026, at Los Angeles, California.

FABIOLA COVARRUBIAS

**SERVICE LIST**

|                                                                                                                                                                                                                                                                 |                                           |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|
| Steven Morris, Esq.<br>Quantum Law Group, LLP<br>8383 Wilshire Blvd. 935<br>Beverly Hills, CA 90211<br>Tel: (323) 955-2600<br>Direct: (323) 673-7803<br>Cell/Text: (213) 300-1999<br><a href="mailto:Morris@QuantumLawGroup.com">Morris@QuantumLawGroup.com</a> | Attorney for<br>Petitioner, Jonah Saadian |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|

Lysaght Law Group LLP  
401 Wilshire Blvd. 12th Flr., #1004  
Santa Monica, CA 90401

[nriggs@lysaghtlegal.com](mailto:nriggs@lysaghtlegal.com)  
[blysaght@lysaghtlegal.com](mailto:blysaght@lysaghtlegal.com)