

ROBB EVANS & ASSOCIATES, LLC

Receiver of

Forex Liquidity LLC

11450 Sheldon Street

Sun Valley, California 91352-1121

Telephone No.: (818) 768-8100

Facsimile No.: (818) 768-8802

**U.S. Commodity Futures Trading Commission v. Forex Liquidity LLC
CASE No. SACV-07-01437 CJC (RNBx)**

Notice of Hearing on Motion for Orders:

- (1) Approving the Receiver's Final Account and Report;**
- (2) Discharging the Receiver; and**
- (3) Dissolving Receivership Orders**

Filed October 10, 2011

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8 **UNITED STATES DISTRICT COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA**
10 **SOUTHERN DIVISION**

11
12 U.S. COMMODITY FUTURES
TRADING COMMISSION,

13 Plaintiff,

14 v.

15 FOREX LIQUIDITY LLC,

16 Defendant.
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CASE NO. SACV07-1437 CJC (RNBx)

[Honorable District Court Judge
Cormac J. Carney]

NOTICE OF HEARING ON MOTION
FOR ORDERS (1) APPROVING THE
RECEIVER'S FINAL ACCOUNT
AND REPORT, (2) DISCHARGING
THE RECEIVER, AND (3)
DISSOLVING RECEIVERSHIP
ORDERS

DATE: November 21, 2011
TIME: 1:30 p.m.
PLACE: Courtroom 9B

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1 TO THE PARTIES HERETO, TO THE KNOWN CREDITORS OF FOREX
2 LIQUIDITY LLC AND TO ROBERT GRAY:

3 PLEASE TAKE NOTICE that on November 21, 2011, commencing at 1:30
4 p.m., or as soon thereafter as the parties may be heard in Courtroom 9B of the
5 above-entitled court located at 411 West Fourth Street, Santa Ana, California 92701,
6 Robb Evans & Associates LLC (the "Receiver"), as receiver for Forex Liquidity
7 LLC ("FXLQ"), will and hereby does move for orders (1) approving the Receiver's
8 final account and report, (2) discharging the Receiver, and (3) dissolving the
9 preliminary injunction previously ordered by the Court, and specifically ordering the
10 following:

11 1. The Receiver has complied with the orders of the Court appointing the
12 Receiver (the "Receivership Orders") and has satisfactorily completed all of its
13 duties except such matters as will be concluded after the hearing on the motion;

14 2. The Receiver's final report (the "Final Report") and the Receiver's
15 actions described therein are approved;

16 3. The final fees and expenses of the Receiver, its agents and counsel are
17 approved;

18 4. The Receiver is authorized to pay any unpaid fees and expenses owed
19 to the Receiver, its agents and its counsel through the hearing on this motion and to
20 pay any fees and expenses of the Receiver, its agents and its counsel and other
21 professionals incurred after the hearing on this motion (and any nominal sums
22 remaining thereafter to plaintiff Commodity Futures Trading Commission) without
23 further involvement of this Court;

24 5. After the Receiver pays all fees and other expenses, the Receiver is
25 authorized to make a *pro rata* distribution to the creditors of the receivership estate
26 in the amounts shown in Tab 24 of the Final Report;

27 6. The Court's November 19, 2010 judgment (the "Gray Judgment")
28 entered in this action against Robert Gray in favor of the Receiver on behalf of the

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1 receivership estate in the sum of \$2,319,487.01 is assigned to plaintiff Commodity
2 Futures Trading Commission (the "CFTC") and is due and payable to the CFTC.
3 Any funds obtained by the CFTC in satisfaction of the Gray Judgment, in whole or
4 in part, shall be distributed to the creditors of the receivership estate on the same *pro*
5 *rata* basis set forth in Tab 24 of the Final Report, and will be credited towards
6 FXLQ's obligations to those creditors on a dollar-for-dollar basis;

7 7. The Receiver is authorized to file the 2010 tax returns for FXLQ that
8 were prepared by the Certified Public Accountants retained by the Receiver.

9 8. The Receiver and its professionals are authorized, at the expense of the
10 receivership estate, to abandon and/or destroy any and all business records relating
11 to the receivership, or to this action, in its possession, custody or control, if not
12 claimed by a party entitled thereto, in writing, within thirty (30) days of entry of this
13 order. Any party claiming such records must pay all costs of taking possession and
14 delivery of such records. If conflicting claims are made to such records within said
15 thirty (30) days, the Receiver will hold the records as to which such conflicting
16 claims have been made until the claims are resolved by the Court and shall dispose
17 of such records as directed by the Court;

18 9. The receivership is terminated and the acts of the Receiver described in
19 all of the Receiver's reports filed in this action, including the Final Report, are
20 approved. The Receiver is discharged from the Receiver's official duties and
21 divested of the receivership property, and the Receiver and its accountants,
22 attorneys, employees and agents (including the Receiver's consultants, managers,
23 professionals and all others retained by the receivership estate), and each of them,
24 are fully exonerated from all liability as provided by law with respect to Gray, the
25 parties herein and all third party claimants. All persons and entities who seek to
26 commence or prosecute an action or proceeding against the receivership estate, the
27 Receiver and/or the Receiver's agents, including the Receiver's accountants,
28 attorneys and employees, are ordered to bring and prosecute said action in this

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1 Court;

2 10. The Receiver shall not be liable in any manner for any outstanding
3 obligations and debts of the receivership estate, known or unknown, and the
4 Receiver shall not be liable to any person or entity, including taxing authorities;

5 11. All agreements entered into by the Receiver on behalf of the
6 receivership estate are confirmed, and those agreements that have not been formally
7 terminated are terminated;

8 12. The Court shall reserve exclusive jurisdiction over any claim or claims,
9 including, but not limited to, actions arising out of or related to any contract, that
10 may be asserted against the Receiver and its accountants, attorneys, employees and
11 agents (including the Receiver's consultants, brokers, managers, professionals and
12 all others retained by the receivership estate) for their respective services herein and
13 all issues that were a part of the subject matter of the receivership and this Order, or
14 that have arisen or may arise therefrom. The Court shall reserve exclusive
15 jurisdiction, and the Receiver shall retain the right to seek instructions from the
16 Court, with regard to any subpoena, document request or other service of process
17 received by the Receiver at any time that seeks documents or information related to
18 the actions of the Receiver undertaken in this action;

19 13. If anyone calls the Receiver or an employee or attorney of the Receiver
20 as a witness in any future proceeding, or subpoenas any documents from any such
21 person in connection with the Receiver's service in this matter, the requesting person
22 shall pay the subpoenaed person's then current billing rate for that person's time and
23 reimburse all fees and expenses in connection with any such matter;

24 14. No individual or entity may take any action against the Receiver,
25 including, but not limited to, the commencement of an action arising out of or
26 related to any contract, without first obtaining the permission of this Court;

27 15. The Receiver and its agents are fully exonerated from all claims or
28 liabilities relating to acts taken during the receivership; and

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16. Notice of the Receiver's motion was properly given.

PLEASE TAKE FURTHER NOTICE that the Motion is made pursuant to Local Rules 66-7 and 66-8, and is based upon this notice of hearing, the Notice of Motion and Motion, the accompanying memorandum of points and authorities and declarations of Brick Kane and Thomas S. Arthur, the pleadings and papers on file in this action, and upon such other evidence as may be presented at the hearing on the Motion.

PLEASE TAKE FURTHER NOTICE that the Motion, exclusive of voluminous exhibits, is posted on the Receiver's website at www.robbevans.com. Copies of the Motion will be provided to any interested party upon receipt of a written request which may be sent to: Robb Evans & Associates LLC, 11450 Sheldon Street, Sun Valley, CA 91352-1121; Telephone (818) 768-8100; Facsimile: (818) 768-8802.

Dated: October 10, 2011 FRANDZEL ROBINS BLOOM & CSATO, L.C.

By: /s/ THOMAS S. ARTHUR
THOMAS S. ARTHUR
Attorneys for Receiver,
ROBB EVANS & ASSOCIATES LLC