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7
8 UNITED STATES DISTRICT COURT
9 CENTRAL DISTRICT OF CALIFORNIA

10 NATIONSTAR MORTGAGE LLC,
11 Plaintiff,

12 v.

13 PATRICK JOSEPH SORIA, et al.,
14
15 Defendants.
16
17

Case No. 2:18-cv-03041 DSF (RAOx)

**NOTICE OF MOTION AND
MOTION FOR ORDER APPROVING
AND AUTHORIZING PAYMENT OF
RECEIVER'S AND
PROFESSIONAL'S FEES AND
COSTS FROM OCTOBER 1, 2018
THROUGH APRIL 30, 2019;
MEMORANDUM OF POINTS AND
AUTHORITIES AND
DECLARATION OF GARY OWEN
CARIS IN SUPPORT THEREOF
[SUPPORTING DECLARATION OF
BRICK KANE FILED
CONCURRENTLY HEREWITH]**

Date: September 9, 2019
Time: 1:30 p.m.
Courtroom: 7D

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24 **TO: ALL PARTIES AND THEIR COUNSEL OF RECORD AND TO**
25 **CREDITORS OF THE RECEIVERSHIP ESTATE:**

26 **PLEASE TAKE NOTICE** that on September 9, 2019, at 1:30 p.m. in
27 Courtroom 7D of the above-referenced Court, located at 350 West 1st Street, Los
28

1 Angeles, California 90012, the Permanent Receiver, Robb Evans & Associates
2 LLC (“Receiver”) will move the Court for an order approving and authorizing for
3 payment the receivership fees and costs incurred for the seven-month period from
4 October 1, 2018 through April 30, 2019 (“Third Expense Period”). The Receiver
5 specifically moves the Court for an order: (1) approving and authorizing for
6 payment the fees of the Receiver, the Receiver’s members, staff and professionals,
7 and reimbursement of costs, comprised of: (a) Receiver’s fees, including the
8 Receiver’s members and staff, of \$17,704.00 and Receiver’s costs of \$576.44, for a
9 total of \$18,280.44; and (b) Receiver’s counsel Barnes & Thornburg LLP’s
10 (“Barnes & Thornburg”) fees of \$133,118.20 and costs of \$7,238.96, for a total of
11 \$140,357.16; and (2) deeming notice of this Motion to be sufficient under Local
12 Rule 66-7 based on the service of this Motion on all parties and certain creditors of
13 the estate, but not on the thousands of potential consumers, lenders, loan servicers,
14 title insurers and other third parties who have been defrauded by the Receivership
15 Defendants.

16 **PLEASE TAKE FURTHER NOTICE** that this Motion is made pursuant to
17 Local Rules 7-4 and 66-7 and paragraph 6, page 21 of the Preliminary Injunction
18 which provides that the Receiver is to file with the Court and serve on the parties
19 periodic requests for the payment of reasonable compensation for the performance
20 of duties pursuant to the Preliminary Injunction and for the costs of actual out-of-
21 pocket expenses incurred by the Receiver from the assets of the Receivership
22 Defendants or Patrick Joseph Soria (“Soria”). This Motion is based upon this
23 Notice of Motion and Motion, the accompanying memorandum of points and
24 authorities and Declaration of Gary Owen Caris, the Declaration of Brick Kane
25 filed concurrently herewith, upon the pleadings, files and records of the Court in
26 this case of which the Receiver requests the Court take judicial notice, and such
27 other and further oral and documentary evidence as may be presented by the
28 Receiver at or prior to the hearing on this Motion.

1 **STATEMENT REGARDING CONFERENCE OF COUNSEL PURSUANT**
2 **TO LOCAL RULE 7-3**

3 The Receiver has conferred with the Plaintiff’s counsel about the Motion.
4 The Receiver has been advised that the Plaintiff does not anticipate filing an
5 objection to the relief sought in the Motion. The Receiver understands that Soria is
6 presently representing himself *in pro per* and is incarcerated and therefore has been
7 unable to meet and confer with Soria to determine if he has any objection to the
8 relief sought in the Motion. No other parties have defended this action except for
9 *pro per* defendant Rebekah Brown, however defendant Rebekah Brown’s assets are
10 not part of the receivership estate and are not implicated by this Motion, therefore
11 the Receiver has not met and conferred with her. In any event, the relief sought by
12 the Receiver cannot be resolved by the parties as the Court is required to rule on the
13 Motion for the payment of its fees and expenses and those of its counsel under
14 Local Rule 66-7 and the Preliminary Injunction as described above. Furthermore,
15 Local Rule 66-7 requires that notice of such Motion be served on creditors as well
16 as the parties to the action, rendering the Receiver unable to seek a resolution of the
17 Motion only with the parties to the action.

18 Dated: August 1, 2019

GARY OWEN CARIS
BARNES & THORNBURG LLP

20 By: /s/ Gary Owen Caris
 GARY OWEN CARIS
 Attorneys for Permanent Receiver
 ROBB EVANS & ASSOCIATES
 LLC

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2 Clark, Ralph Ewing, *A Treatise on the Law and Practice of Receivers* § 637 (3rd ed. Rev. 1992) 8

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 This lawsuit was commenced by Nationstar Mortgage LLC (“Nationstar” or
4 “Plaintiff”) on April 11, 2018 with a Complaint for Permanent Injunction and
5 claims for relief based upon RICO violations, for cancellation of instruments,
6 violations of the California Business and Professions Code § 17200, violation of the
7 Lanham Act, for tortious interference with contractual relations, and for intentional
8 interference with prospective economic advantage. Plaintiff alleged and described
9 a fraudulent and criminal enterprise masterminded by Patrick Joseph Soria
10 (“Soria”) whereby Soria, and the various named entity Defendants he controlled,
11 hijacked thousands of mortgages and deeds of trust through the recordation of
12 phony assignment documentation, and recorded phony trustee’s deeds purporting to
13 take ownership of real property following purported, but fictitious, foreclosure
14 sales. Soria and the named entity Defendants fraudulently claimed to be helping
15 homeowners in financial distress by falsely claiming that they had taken ownership
16 of the homeowners’ real property-secured loans and induced these homeowners
17 into making payments to the Defendant entities instead of the actual lenders. Based
18 on information obtained and reviewed by the Plaintiff, there may be in excess of
19 2,300 affected properties nationwide as a result of Defendants’ scam.

20 The Receiver was appointed Temporary Receiver pursuant to the Court’s
21 Order Granting Plaintiff Nationstar Mortgage LLC’s *Ex Parte* Application for a
22 Temporary Restraining Order With Asset Freeze; Order to Show Cause Why
23 Preliminary Injunction Should Not Issue; Granting Nationstar Mortgage LLC’s *Ex*
24 *Parte* Application for an Appointment of Temporary Receiver and Other Equitable
25 Relief; and Order to Show Cause Why a Permanent Receiver Should Not Be
26 Appointed (Doc. 20) (“TRO”) issued on April 23, 2018. Under the TRO, the
27 Receiver was named Temporary Receiver over “Receivership Defendants” West
28 H&A, LLC; Warranted Effectuation of Substitute Transferee Inc.; Westwood

1 Legal; Westward Legal; Brighton Legal Group, PC; BLG PC National By Brighton
2 Legal Group, Inc.; Deutsche Mellon National Asset, LLC; Christiana Wilmington
3 Global Asset Corp.; HBSC US in its Capacity as Legal Title Holder Incorporated;
4 and Camden Legal Group, PC.

5 Thereafter, on May 1, 2018, while still Temporary Receiver, the Receiver
6 brought its *Ex Parte* Application for Order Modifying Temporary Restraining
7 Order and Order Appointing a Temporary Receiver (Doc. 29) (“Application to
8 Modify TRO”). In the Application to Modify TRO, the Receiver demonstrated that
9 Soria had failed to cooperate with the Receiver or to provide any information
10 necessary for the Receiver to begin the task of marshalling assets for Plaintiff and
11 other defrauded third parties. Soria refused to communicate with the Receiver, or
12 provide any information concerning the location of and access to electronic and
13 paper accounting records for the Receivership Defendants (as defined in the TRO),
14 the location of business operations for the Receivership Defendants, the locations of
15 and access to all electronic and paper records pertaining to consumers, and other
16 pertinent and critical information. The Receiver described Soria’s and the
17 Receivership Defendants’ pattern and practice of establishing a multiplicity of
18 confusing entities, for the apparent purpose of creating confusion and hiding assets.
19 The Application to Modify TRO therefore sought to expand the definition of
20 Receivership Defendants to include “any subsidiaries, affiliates, successors and
21 assigns of any of the foregoing, any entities owned or controlled by any of the
22 foregoing, any entities owned or controlled by Defendant Patrick Joseph Soria, any
23 fictitious business names created by or used by any of the foregoing, individually,
24 collectively, or in any combination, and the assets of Patrick Joseph Soria.” The
25 Court granted the Application to Modify TRO on May 1, 2018 pursuant to its Order
26 Granting *Ex Parte* Application for Order Modifying Temporary Restraining Order
27 and Order Appointing a Temporary Receiver (Doc. 30) (“Order Modifying TRO”).
28

1 On May 7, 2018, the Court entered the Preliminary Injunction, which defined
2 Receivership Defendants as that term was expanded in the Order Modifying TRO,
3 and made Robb Evans & Associates LLC the Permanent Receiver.

4 Pursuant to the Preliminary Injunction, the Receiver filed its initial request
5 for compensation on July 10, 2018 (Doc. 151). The Court granted the initial
6 request for compensation by Order entered August 27, 2018 (Doc. 205). The
7 Receiver filed its second request for compensation on November 16, 2018 (Doc.
8 293). The Court granted the second request for compensation, with minor
9 reductions in the allowed fees of the Receiver and its counsel, by Order entered
10 January 22, 2019 (Doc. 353). This Motion is the third request for compensation
11 and covers the seven-month period from October 1, 2018 through April 30, 2019
12 (“Third Expense Period”).

13 As evidenced by the detailed billing records which accompany the
14 Declaration of Brick Kane in support of the Motion, the Receiver was able to
15 significantly reduce the amount of time that was required to discharge its duties
16 during the Third Expense Period. Nevertheless, the Receiver still performed
17 significant and various tasks which benefitted defrauded investors, loan servicers
18 and consumers, including reviewing and executing numerous documents which
19 rescinded fraudulent instruments recorded by the Receivership Defendants pursuant
20 to Soria’s fraudulent scheme, assisting Receiver’s counsel on various litigated
21 matters, communicating with defrauded consumers and governmental agencies and
22 inspecting one property in Westwood which had been occupied by Soria following
23 his recordation of a bogus trustee’s foreclosure sale to ascertain whether
24 receivership assets or documents were located there.

25 While reducing the amount of time required for its services during the Third
26 Expense Period, the Receiver’s counsel, Barnes & Thornburg, still was required to
27 perform a substantial and wide-ranging amount of work during this seven-month
28 period, as set forth in the accompanying declaration of Gary Owen Caris. This

1 included the successful handling of several litigated law and motion matters,
2 making four Court appearances, preparing discovery, and reviewing and revising
3 numerous rescission documents, including many stipulations for the rescission of
4 fraudulent instruments and the proposed orders approving the stipulations.
5 Pursuant to the Court’s cost sharing order, this generated recoveries of \$131,250.00
6 during the Third Expense Period alone, representing the successful rescission of
7 fraudulent documents affecting 35 different properties throughout the United States.

8 As a result of the work performed in the Third Expense Period, some of
9 which commenced earlier in the case and some of which concluded during this
10 period, and with the significant assistance of Plaintiff’s counsel, the Receiver
11 recovered a total of \$441,314.00 during the Third Expense Period. Total
12 collections by the Receiver from the inception of the case through April 30, 2019
13 amount to \$663,484.23.¹ The services of the Receiver and its counsel are
14 summarized separately below and described in the detailed billing records attached
15 as exhibits to the Kane and Caris declarations.

16 **II. SUMMARY OF THE RECEIVER’S SERVICES AND**
17 **ACTIVITIES DURING THE THIRD EXPENSE PERIOD**

18 The Receiver seeks approval and authorization for payment of the Receiver’s
19 fees and costs summarized in the Receiver Administrative Expenses and Fund
20 Balance spreadsheet (“Financial Summary”) attached as Exhibit 1 to the
21 Declaration of Brick Kane in support of this Motion, together with the detailed
22 billing records of the Receiver attached collectively to Kane’s declaration as
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27 ¹ The Receiver has collected another \$112,500.00 between May 1, 2019 and July 31, 2019 as a
28 result of its ongoing work assisting loan servicers and lenders with the continued rescission of
fraudulent documentation recorded by the Receivership Defendants and Soria.

1 Exhibit 2.² During the Third Expense Period, the Receiver has incurred fees for the
2 Receiver and its members of \$11,932.00 and senior staff fees of \$5,772.00, for total
3 Receiver’s fees of \$17,704.00. The Receiver’s costs during the Second Expense
4 Period total \$576.44 and are detailed in the Financial Summary.

5 During the Third Expense Period, the Receiver reviewed and executed
6 numerous rescission documents for recording in various county recorders offices
7 throughout the United States. Kane, the President and Chief Operating Officer of
8 Robb Evans & Associates LLC, inspected the property at 10809 Wellworth Avenue
9 (“Wellworth Property”) in Westwood, which was a single family residence against
10 which the Receivership Defendants had recorded a bogus Trustee’s Deed following
11 a purported (but non-existent) foreclosure sale. The property had been used by
12 Soria for business operations, but when Kane went to the property only a small
13 amount of paperwork related to the Receivership Defendants remained on premises,
14 along with a small amount of personal property used by the business of
15 insignificant value.

16 The Receiver reviewed documents produced by a third party financial
17 institution pursuant to a subpoena issued in the prior expense period. The Receiver
18 also assisted counsel in connection with various litigation matters. This included
19 assisting Barnes & Thornburg regarding the Receiver’s opposition to Soria’s
20 motion to be released from incarceration in connection with the Court’s civil
21 contempt Order, its reply to DNE Associates’ unsuccessful motion for turnover of
22 funds relating to the fraudulent real estate sale transaction regarding 19856 Trotter
23 Lane, in Yorba Linda, its opposition to Soria’s motion for order seeking a

24 _____
25 ² As explained in the Caris declaration, the bills have been redacted where appropriate to preserve
26 confidential, sensitive, tactical, strategic, attorney-client privileged and/or attorney work-product
27 information. In the Court’s Order issued on August 10, 2018 (Doc. 190) in connection with the
28 initial compensation motion filed by the Receiver, the Court stated: “In order for the Court to
properly evaluate the requested fees, the Court requires that an unredacted version of the billings
be submitted under seal and in camera.” Therefore, pursuant to that Order, the Receiver
concurrently files under seal an unredacted copy of the billings.

1 determination that he had purged his contempt, and its second motion for fees and
2 costs. All of the positions taken by the Receiver in these various matters were
3 successful. The Receiver also attended two of the Court hearings during the
4 Second Expense Period, each related to Soria's ongoing efforts to be released from
5 jail.

6 During the Third Expense Period, the Receiver also communicated with
7 defrauded consumers to address various real property issues that have arisen as a
8 result of the fraudulent activities of Soria and the Receivership Defendants. It also
9 communicated with three governmental agencies, including the Consumer Financial
10 Protection Bureau, which has been investigating Soria's misconduct. The Receiver
11 also communicated regularly with Plaintiff's counsel on various receivership issues,
12 addressed several matters concerning third parties, including Soheila Soria, the
13 mother of defendant Soria, and addressed potential claims against third parties.

14 **III. SUMMARY OF THE RECEIVER'S COUNSEL'S SERVICES**
15 **AND ACTIVITIES DURING THE THIRD EXPENSE PERIOD**

16 The Receiver also seeks payment of its counsel's fees and expenses
17 summarized in the Financial Summary, Exhibit 1 to the Kane declaration, and set
18 forth in the detailed billing records of Barnes & Thornburg, attached collectively as
19 Exhibit 1 to the Caris declaration. During the Third Expense Period, the Receiver
20 incurred fees to Barnes & Thornburg of \$133,118.20 and costs of \$7,238.96.

21 While the receivership was less active during the Third Expense Period than
22 in prior periods, the Receiver's counsel, Barnes & Thornburg, still performed an
23 extensive amount of work during this seven-month period.

24 During the Third Expense Period, Barnes & Thornburg performed services in
25 connection with several litigated law and motion matters in the instant case. It
26 prepared a reply to the opposition to the turnover motion against Soria's prior
27 counsel, Leech Tishman, which was successful and led to the recovery of \$185,000
28 during the Third Expense Period. It prepared a declaration in response to the

1 opposition to Plaintiff's cost sharing motion. That motion was ultimately
2 successful and led to the Court's Order directing that non-parties pay \$3,750 for
3 each property in which the Receiver assisted efforts pertaining to the rescission of
4 fraudulent instruments. (Doc. 335). As noted above, this has led to the recovery of
5 \$131,250.00 during the Third Expense Period and an additional \$112,500.00
6 through July 31, 2019. Counsel prepared the Receiver's successful second fee
7 motion, including additional pleadings requested by the Court in connection with
8 minor reductions to the fees. It prepared a response to DNE's unsuccessful
9 turnover motion and had several communications with counsel for DNE regarding
10 its motion. Barnes & Thornburg also filed opposition to Soria's unsuccessful
11 motion to be released from incarceration and filed opposition to Soria's
12 unsuccessful motion for an order deeming that he had purged his contempt.

13 In addition, during the Third Expense Period, Barnes & Thornburg reviewed
14 and revised a stipulation regarding privileged information and material, as well as a
15 stipulation regarding access to the Wellworth Property. It reviewed various orders
16 issued by the Court pertaining to information required of Brett Wolcott, Garson
17 Silvers and Soheila Soria. It also prepared a document subpoena to Bank of
18 America in connection with Soheila Soria and exchanged communications with her
19 counsel about Sohelia Soria's compliance with the Court's Order. Barnes &
20 Thornburg also prepared a status report regarding Wolcott's non-compliance with
21 the Court's orders.

22 Barnes & Thornburgh attended four Court hearings during this period: one
23 in support of its successful turnover motion against Leech Tishman, one in
24 opposition to Soria's unsuccessful motion to be released from incarceration, a status
25 conference, and a hearing at which Soria unsuccessfully argued that he had purged
26 his contempt. Counsel for the Receiver prepared for and cross-examined Soria at
27 that last hearing, demonstrating his ongoing contempt and failure to disclose all of
28 his fraudulent business activities.

1 During this period, Barnes & Thornburg continued to communicate with
2 Plaintiff's counsel to address various receivership issues and coordinate so as to
3 avoid unnecessary duplication of effort.

4 Finally, as noted above, counsel analyzed and revised many rescission
5 documents, including many stipulations for rescission and proposed orders pursuant
6 to those stipulations. Payment for rescission documents related to 35 properties
7 was received during the Third Expense Period. The Receiver and its counsel have
8 assisted in having rescission documents recorded and/or filed with various courts
9 concerning at least 142 properties since the inception of the receivership case
10 through July 18, 2019, all of which were reviewed and frequently revised by
11 counsel for the Receiver.

12 **IV. THE FEES AND COSTS OF THE RECEIVER AND ITS**
13 **COUNSEL ARE REASONABLE AND SHOULD BE ALLOWED**
14 **FOR PAYMENT**

15 It is a fundamental tenet of receivership law that expenses of administration
16 incurred by the receiver, including those of the receiver, his counsel and others
17 employed by him, constitute priority expenses for which compensation should be
18 paid from the assets of the receivership. As explained in the leading treatise *Clark*
19 *on Receivers*:

20 The obligations and expenses which the court creates in
21 its administration of the property are necessarily burdens
22 on the property taken possession of, and this, irrespective
23 of the question who may be the ultimate owner, or who
24 may have the preferred lien, or who may invoke the
25 receivership. The appointing court pledges its good faith
26 that all duly authorized obligations incurred during the
27 receivership shall be paid.

28 2 Clark, Ralph Ewing, *A Treatise on the Law and Practice of Receivers* § 637, p.

1 1052 (3rd ed. Rev. 1992).

2 The Receiver is an officer of the Court charged with a myriad of duties under
3 the Court's TRO and Preliminary Injunction. In this case, many of those duties had
4 no relationship to the recovery of assets or increasing the funds available for
5 distribution to Plaintiff or others that have been defrauded by Soria and the
6 Receivership Defendants and were focused on assisting lenders, loan servicers, and
7 consumers adversely affected by Soria's and the Receivership Defendants'
8 misconduct. Because of the nature of the administrative and other services required
9 in receiverships, the benefit a receiver confers on receivership property cannot be
10 determined based solely on the increase or decrease in the value of property in the
11 receiver's possession. As the Court explained in *Securities and Exchange*
12 *Commission v. Elliott*, 953 F. 2d 1560, 1577 (11th Cir. 1992):

13 [I]t is sometimes difficult to ascertain what type of
14 benefits a receiver has bestowed on receivership property
15 [A] benefit to a secured party may take more subtle
16 forms than a bare increase in monetary value. Even
17 though a receiver may not have increased, or prevented a
18 decrease in, the value of the collateral, if a receiver
19 reasonably and diligently discharges his duties, he is
20 entitled to compensation. [Citations omitted.]

21 *Securities and Exchange Commission v. Elliott*, 953 F. 2d at 1577.

22 The Court has broad discretion in determining the reasonableness of fees to
23 be awarded a receiver. *See In re San Vicente Medical Partners Ltd.*, 962 F. 2d
24 1402, 1409-1410 (9th Cir. 1992). The Court may evaluate the time and effort
25 expended by the Receiver with respect to specific projects and aspects of the
26 administration of the estate, and may look to a number of different factors under the
27 case law in approving receiver's and counsel's fees. *In re San Vicente Medical*
28 *Partners Ltd.*, 962 F. 2d at 1409-1410.

1 During the Third Expense Period, the Receiver and its professionals have
2 performed extensive and wide-ranging tasks that in several instances resulted in a
3 direct pecuniary benefit and recovery for the estate. This Motion establishes that
4 the Receiver, its members, staff and professionals rendered reasonable, necessary
5 and excellent services for the receivership estate during the Third Expense Period
6 that were highly beneficial to the estate and the parties in interest. *See Federal*
7 *Trade Commission v. Capital Acquisitions & Management Corp.*, 2005 U.S. Dist.
8 LEXIS 18504 (N.D. Ill. August 26, 2005). The Receiver submits the fees are
9 reasonable in light of the services rendered, and that the fees and expenses
10 requested should be awarded in their entirety.

11 The Receiver has on hand sufficient funds to pay all of the requested fees and
12 costs that have been incurred through April 30, 2019. As set forth on the Financial
13 Summary, the estate has a surplus of \$77,714.18 based solely on collections and
14 expenses incurred through that date, assuming all fees and costs are approved as
15 requested herein. But since that date, the Receiver has collected an additional
16 \$112,500.00 pursuant to the Court's cost sharing order, while incurring additional
17 fees and costs of the Receiver and its counsel of approximately \$20,000.00 through
18 June 30, 2019, so the estate's cash position is actually much stronger than reflected
19 on the Financial Summary.

20 **V. NOTICE OF THIS MOTION IS REASONABLE UNDER THE**
21 **CIRCUMSTANCES AND SHOULD BE APPROVED**

22 Local Rule 66-7 provides for service of notice of the hearing on various
23 motions by a receiver, including a motion for fees. That Rule provides for service
24 of the notice of the hearing on such motions by mail on all known creditors of the
25 defendants. The Receiver is serving the Motion on the parties and certain creditors
26 of the estate pursuant to Local Rule 66-7 other than defrauded consumers, lenders,
27 loan servicers, title insurers and other third parties.

1 In this case, there may be an extremely large number of potential consumer
2 creditors who may have claims against the Receivership Defendants given that
3 more than 1,200 consumers are listed in its LoanPost database and given further
4 that the Plaintiff's investigation and review of voluminous emails discloses that the
5 total amount of affected properties may exceed 2,300. However, it is not
6 realistically possible or beneficial to the estate and its creditors for the Receiver to
7 serve all such potential consumer creditors, or the lenders, loan servicers and other
8 defrauded parties with potential claims with this Motion or other administrative
9 motions by mail, and the expense and burden on the estate of attempting to
10 effectuate such service would be prohibitively costly and cause undue
11 administrative expense.

12 Based on the foregoing, the Receiver seeks an order providing that the notice
13 requirement of Rule 66-7 shall be deemed satisfied by serving copies of all Motion
14 papers on the parties to this action, as provided in the Preliminary Injunction, and
15 on third party creditors other than consumers and other third parties who were
16 defrauded by Soria and the Receivership Defendants. As additional notice, the
17 Receiver will post the Motion and supporting papers, without voluminous time
18 records attached, on the Receiver's website at robbevans.com where the Receiver
19 conspicuously posts pertinent Court filings and other documents for this case.

20 Such service provides sufficient notice to the interested parties and should be
21 approved. The Court has authority, as a court of equity supervising a federal equity
22 receivership, to issue such an administrative order approving this notice. *See* F.R.
23 Civ. P. 5(a) and (c) (authorizing the Court to modify service procedures when
24 numerous defendants are involved in litigation); Local Rule 66-8 (receiver to
25 administer receivership estates "as nearly as possible in accordance with the
26 practice in the administration of estates in bankruptcy"); *In re First Alliance*
27 *Mortgage Co.*, 269 B.R. 428, 442 (C.D. Cal. 2001)(referencing in *dicta* in the
28 Court's recitation of facts the bankruptcy court's order limiting notice issued in that

1 case); 11 U.S.C. §102(1)(a) (defining the phrase “after notice and a hearing” to
2 mean “after such notice as is appropriate in the particular circumstances, and such
3 opportunity for hearing as is appropriate in the particular circumstances”); 11
4 U.S.C. §105(a) and (d) (granting broad equitable powers to the court to issue orders
5 “necessary or appropriate to carry out the provisions” of Title 11 including
6 “prescribing such limitations and conditions as the court deems appropriate to
7 ensure the case is handled expeditiously and economically”); and F. R. Bankr. P.
8 2002 (m) (authorizing the court to enter “orders designating the matters in respect
9 to which, the entity to whom, and the form and manner in which notices shall be
10 sent except as otherwise provided by these rules”). The Court approved this same
11 scope of notice in the Receiver’s initial two motions for compensation.

12 **VI. CONCLUSION**

13 Based on the Motion, and the supporting declarations of Brick Kane and
14 Gary Owen Caris, along with the exhibits attached thereto, it is respectfully
15 requested that the Court grant the Motion in its entirety, and approve and authorize
16 for payment the fees and expenses of the Receiver and its counsel Barnes &
17 Thornburg as set forth herein.

18 Dated: August 1, 2019

GARY OWEN CARIS
BARNES & THORNBURG LLP

19
20 By: /s/ Gary Owen Caris
21 GARY OWEN CARIS
22 Attorneys for Permanent Receiver
23 **ROBB EVANS & ASSOCIATES**
24 **LLC**

DECLARATION OF GARY OWEN CARIS

1
2 1. I am an attorney at law duly licensed to practice before all courts of
3 the State of California and the United States District Court for the Central District
4 of California. I am a partner in the law firm of Barnes & Thornburg LLP (“Barnes
5 & Thornburg”). At all relevant times, I have been the attorney primarily
6 responsible for representing Robb Evans & Associates LLC (“Receiver”) as the
7 Receiver in this matter and its lead counsel. I have personal knowledge of the
8 matters set forth in this declaration and if I were called upon to testify as to these
9 matters I could and would competently testify thereto.

10 2. Attached hereto collectively as Exhibit 1 are copies of the billing
11 records for the attorneys and paralegals at Barnes & Thornburg who performed
12 work on this matter during the period from October 1, 2018 through April 30, 2019
13 (“Third Expense Period”). During the Third Expense Period, the Receiver has
14 incurred attorneys’ fees of \$133,118.20 and costs of \$7,238.96, for a total of
15 \$140,357.16. The billing records itemize and detail the hours spent and the work
16 performed by those attorneys and paralegals rendering services on this matter. The
17 time records, Exhibit 1, as well as the time records for the Receiver, its members
18 and staff, have been redacted by me where appropriate to preserve descriptions
19 containing confidential, sensitive, tactical, strategic, attorney-client privileged and
20 or work-product information. In the Court’s Order entered August 10, 2018 (Doc.
21 190) in connection with the Receiver’s initial fee motion, the Court stated: “In order
22 for the Court to properly evaluate the requested fees, the Court requires that an
23 unredacted version of the billings be submitted under seal and in camera.”
24 Therefore, pursuant to that Order, I am causing to be filed under seal an unredacted
25 set of the Receiver’s and my firm’s billings in support of this Motion.

26 3. While the receivership was less active during the Third Expense
27 Period than in prior periods, the Receiver’s counsel, Barnes & Thornburg, still
28 performed an extensive amount of work during this seven-month period.

1 4. During the Third Expense Period, Barnes & Thornburg performed
2 services in connection with several litigated law and motion matters in this case. It
3 prepared a reply to the opposition to the turnover motion against Soria's prior
4 counsel, Leech Tishman, which was successful and led to the recovery of
5 \$185,000.00 during the Third Expense Period. It prepared a declaration in response
6 to the opposition to Plaintiff's cost sharing motion. That motion was ultimately
7 successful and led to the Court's Order directing that non-parties pay \$3,750 for
8 each property in which the Receiver assisted efforts pertaining to the rescission of
9 fraudulent instruments. This has led to the recovery of \$131,250.00 during the
10 Third Expense Period and an additional \$112,500.00 through July 31, 2019.
11 Counsel prepared the Receiver's successful second fee motion, including additional
12 pleadings requested by the Court in connection with minor reductions to the fees. It
13 prepared a response to DNE's unsuccessful turnover motion and had several
14 communications with counsel for DNE regarding its motion. Barnes & Thornburg
15 also filed opposition to Soria's unsuccessful motion to be released from
16 incarceration and filed opposition to Soria's unsuccessful motion for an order
17 deeming that he had purged his contempt.

18 5. In addition, during the Third Expense Period, Barnes & Thornburg
19 reviewed and revised a stipulation regarding privileged information and material, as
20 well as a stipulation regarding access to the property at 10809 Wellworth Avenue in
21 Los Angeles (Westwood). It reviewed various orders issued by the Court pertaining
22 to information required of Brett Wolcott, Garson Silvers and Soheila Soria. It also
23 prepared a document subpoena to Bank of America in connection with Soheila
24 Soria and exchanged communications with her counsel about Soheila Soria's
25 compliance with the Court's Order. Barnes & Thornburg also prepared a status
26 report regarding Wolcott's non-compliance with the Court's orders.

1 6. I attended four Court hearings during this period: one in support of the
2 successful turnover motion against Leech Tishman, one in opposition to Soria's
3 unsuccessful motion to be released from incarceration, a status conference, and a
4 hearing at which Soria unsuccessfully argued that he had purged his contempt. I
5 prepared for and cross-examined Soria at that last hearing, demonstrating his
6 ongoing contempt and failure to disclose all of his fraudulent business activities.

7 7. During this period, Barnes & Thornburg continued to communicate
8 with Plaintiff's counsel to address various receivership issues and coordinate so as
9 to avoid unnecessary duplication of effort.

10 8. Finally, as noted above, Barnes & Thornburg reviewed and revised
11 many rescission documents, including many stipulations for rescission and
12 proposed orders pursuant to those stipulations. Payment for rescission documents
13 related to 35 properties was received during the Third Expense Period. The
14 Receiver and its counsel have assisted in having rescission documents recorded
15 and/or filed with various courts concerning at least 142 properties since the
16 inception of the receivership case through July 18, 2019, all of which were
17 reviewed and frequently revised by counsel for the Receiver.

18 9. Pursuant to the Court's prior Order entered December 26, 2018 (Doc.
19 338) in connection with the second fee motion, I reviewed the bills carefully to
20 determine if my associate, Roya Rahmanpour, billed any time to updating the real
21 property log tracking rescission documents which we have maintained on this
22 matter, because the Court determined that this was a paralegal-type service that
23 should be billed at a paralegal rate. I determined that Ms. Rahmanpour billed 1.5
24 hours of time in October 2018 on services that including updating this log. While
25 the invoice attached at Exhibit 1 hereto reflects a charge at her normal hourly rate
26 of \$475, I have reduced these charges to the rate of our paralegal on this matter
27 (\$297), resulting in a reduction to the October 2018 bill of \$267 (1.5 hours times
28 \$178 = \$267). This reduction is reflected in the Financial Summary, Exhibit 1 to

1 the accompanying declaration of Brick Kane.

2 10. Pursuant to the Court's prior Orders (Docs. 190 and 338), I have
3 carefully billed my time throughout the Third Expense Period such that my .1 time
4 entries always represent work which took, at a minimum, nearly six minutes and
5 most frequently six minutes or more to perform. Where necessary, I have lumped
6 time together when entering .1 time entries so that I am not overbilling such entries.
7 Also, as I have previously advised the Court in my declaration filed on August 14,
8 2018 (Doc. 195) after the Court first expressed concerns about .1 time entries: "I
9 am very careful about not overbilling on the work I perform. I am sensitive to the
10 potential cumulative effect of charging tasks separately at .1 hour increments, while
11 also cognizant of the need to bill in a detailed narrative fashion, to generally bill
12 discrete tasks separately so that the client and the Court can review the work which
13 was done, and not to 'block bill.' I have not overbilled in this case despite my
14 charging .1 on many entries. I believe the opposite is true, in that many of these
15 tasks took more than six minutes to perform." I went on to explain the reasons why
16 I did not believe I had overcharged my time, including the fact that I very
17 frequently write down or write off time incurred in editing and revising my written
18 work product, including when I edit and revise pleadings, letters and e-mails.

19 11. As a partner at Barnes & Thornburg, I am familiar with the methods
20 and procedures used to create, record and maintain billing records for the clients of
21 the firm. The billings collectively attached hereto as Exhibit 1 are prepared from
22 computerized time records prepared contemporaneously with the services rendered
23 by each attorney and paralegal billing time to the matter. These computerized
24 records are prepared in the ordinary course of business by the attorneys and
25 paralegals employed by the firm who have a business duty to accurately record their
26 time spent and services rendered on the matters on which they perform work. The
27 time records are transferred into computerized billing programs that generate
28 monthly invoices under the supervision of the accounting department of the firm.

1 Based upon my experience with Barnes & Thornburg, I believe the methods and
2 procedures for recording and accounting for time and services for the clients of
3 Barnes & Thornburg are reliable and accurate. I note that some November 2018
4 entries for Ms. Rahmanpour were billed with the December time because a medical
5 issue arose in connection with her pregnancy which took her out of the office and
6 she was unable to finalize those time entries into the computerized billing program
7 before the November time was finalized and billed. However, I am advised that the
8 bills accurately reflect the time which was spent by Ms. Rahmanpour and the time
9 recorded contemporaneously with the services rendered.

10 12. I have more than 39 years' experience as a business and commercial
11 litigator and also have extensive experience as a bankruptcy attorney representing
12 creditors in Chapter 11 and Chapter 7 bankruptcy cases. For more than 19 years, I
13 have also specialized in representing receivers in federal equity receivership
14 matters. I believe the rates and the amounts incurred by the Receiver to Barnes &
15 Thornburg for the services rendered during the Third Fee Period covered by the
16 Motion are reasonable and appropriate based on the nature of the services rendered,
17 the quality and amount of services provided, the complexity of the issues involved,
18 the excellent results achieved, and other factors under the circumstances.

19 I declare under penalty of perjury that the foregoing is true and correct and
20 that this declaration was executed on August 1, 2019 at Los Angeles, California.

21
22 /s/ Gary Owen Caris
23 Gary Owen Caris
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5 Attorneys for Permanent Receiver
ROBB EVANS & ASSOCIATES LLC

6
7
8 UNITED STATES DISTRICT COURT
9 CENTRAL DISTRICT OF CALIFORNIA

10
11 NATIONSTAR MORTGAGE LLC,
12 Plaintiff,

13 v.

14 PATRICK JOSEPH SORIA, et al.,
15 Defendants.

Case No. 2:18-cv-03041 DSF (RAOx)

**DECLARATION OF BRICK KANE
IN SUPPORT OF MOTION FOR
ORDER APPROVING AND
AUTHORIZING PAYMENT OF
RECEIVER'S AND
PROFESSIONAL'S FEES AND
COSTS FROM OCTOBER 1, 2018
THROUGH APRIL 30, 2019**

16
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18
19 Date: September 9, 2019
20 Time: 1:30 p.m.
21 Courtroom: 7D

22
23 I, Brick Kane, declare:

24 1. I am the President and Chief Operating Officer of Robb Evans &
25 Associates LLC ("Receiver"), the Permanent Receiver over the Receivership
26 Defendants as defined in the Order Entering Preliminary Injunction Against
27 Defendants and Appointing a Permanent Receiver (Doc. 46) ("Preliminary
28

1 Injunction”). Since the inception of the temporary receivership in this matter
2 pursuant to the Court’s Order Granting Plaintiff Nationstar Mortgage LLC’s *Ex*
3 *Parte* Application for a Temporary Restraining Order With Asset Freeze etc. (Doc.
4 20), I have had primary responsibility for the supervision and management of this
5 receivership estate, and have been one of the members of Robb Evans & Associates
6 LLC actively involved in the administration of the receivership. I have personal
7 knowledge of the matters set forth in this declaration. If called upon to testify as to
8 these matters I could and would competently testify thereto.

9 2. The Receiver seeks approval and authorization to pay the Receiver’s
10 fees and costs summarized in the Receiver Administrative Expenses and Fund
11 Balance spreadsheet (“Financial Summary”) attached hereto as Exhibit 1, and as set
12 forth in the detailed billing records of the Receiver, collectively attached hereto as
13 Exhibit 2. During the seven-month period from October 1, 2018 through April 30,
14 2019 (“Third Expense Period”), the Receiver has incurred fees for the Receiver and
15 its members of \$11,932.00 and senior staff fees of \$5,772.00, for total Receiver’s
16 fees of \$17,704.00. The Receiver’s costs during the Third Expense Period total
17 \$576.44 and are detailed in the Financial Summary.

18 3. During the Third Expense Period, the Receiver reviewed and executed
19 numerous rescission documents for recording in various county recorders offices
20 throughout the United States. I also inspected the property at 10809 Wellworth
21 Avenue, in Westwood, which was a single family residence against which the
22 Receivership Defendants had recorded a bogus Trustee’s Deed following a
23 purported (but non-existent) foreclosure sale. The property had been used by
24 Patrick Soria (“Soria”) for business operations, but when I went to the property
25 only a small amount of paperwork related to the Receivership Defendants remained
26 on premises, along with a small amount of personal property used by the business
27 of insignificant value.

28

1 4. The Receiver reviewed documents produced by a third party financial
2 institution pursuant to a subpoena issued in the prior expense period.

3 5. The Receiver also assisted counsel in connection with various
4 litigation matters. This included assisting Barnes & Thornburg regarding the
5 Receiver's opposition to Soria's motion to be released from incarceration in
6 connection with the Court's civil contempt Order, its reply to DNE Associates'
7 unsuccessful motion for turnover of funds relating to the fraudulent real estate sale
8 transaction regarding 19856 Trotter Lane, in Yorba Linda, its opposition to Soria's
9 motion for order seeking a determination that he had purged his contempt, and its
10 second motion for fees and costs. All of the positions taken by the Receiver in these
11 various matters were successful. I also attended two of the Court hearings during
12 the Second Expense Period, each related to Soria's ongoing efforts to be released
13 from jail.

14 6. During the Third Expense Period, the Receiver also communicated
15 with defrauded consumers to address various real property issues that have arisen as
16 a result of the fraudulent activities of Soria and the Receivership Defendants. The
17 Receiver also communicated with three governmental agencies, including the
18 Consumer Financial Protection Bureau, which has been investigating Soria's
19 misconduct. It also communicated regularly with Plaintiff's counsel on various
20 receivership issues, addressed several matters concerning third parties, including
21 Soheila Soria, the mother of defendant Soria, and addressed potential claims against
22 third parties.

23 7. Pursuant to the Court's Order entered December 26, 2018, all of the
24 time incurred by Anita Jen of the Receiver's office notarizing rescission documents
25 for recording were billed at no charge to the estate. These time entries are reflected
26 on the attached billings marked as Exhibit 2 hereto. In addition, pursuant to that
27 Order, all of the Receiver's support staff's secretarial-type time incurred during the
28 Third Expense Period were billed at no charge to the estate.

1 8. The Receiver has on hand sufficient funds to pay all of the requested
2 fees and costs that have been incurred through April 30, 2019. As set forth on the
3 Financial Summary, the estate has a surplus of \$77,714.18 based solely on
4 collections and expenses incurred through that date, assuming all fees and costs are
5 approved as requested herein. But since that date, the Receiver has collected an
6 additional \$112,500.00 pursuant to the Court's cost sharing order through July 31,
7 2019 while incurring additional fees and costs of the Receiver and its counsel of
8 approximately \$20,000.00 through June 30, 2019, so the estate's cash position is
9 actually much stronger than that reflected on the Financial Summary.

10 9. As a member of Robb Evans & Associates LLC, I am familiar with the
11 methods and procedures used by the Receiver and its staff and employees to record
12 the time spent rendering services to receivership estates over which Robb Evans &
13 Associates LLC has been appointed. The records attached hereto collectively as
14 Exhibit 2 are regularly prepared by the members, staff and employees of the
15 Receiver at or about the time of the services rendered and each of whom has a
16 business duty to accurately record the information regarding their services set forth
17 in these records. The records are reviewed by the Receiver's accounting staff or me
18 and summarized in the Receiver's Financial Summary, Exhibit 1 attached hereto.
19 Based upon my experience with Robb Evans & Associates LLC, I believe the
20 Receiver's methods and procedures for recording and accounting for time and
21 services for the receivership estates over which Robb Evans & Associates LLC has
22 been appointed are reliable and accurate.

23 10. In this case, there may be an extremely large number of potential
24 consumer creditors who may have claims against the Receivership Defendants
25 given that more than 1,200 consumers are listed in its LoanPost database and given
26 further that the Plaintiff's investigation and review of voluminous emails discloses
27 that the total amount of affected properties may exceed 2,300. However, it is not
28 realistically possible or beneficial to the estate and its creditors for the Receiver to

1 serve all such potential consumer creditors, or the lenders, loan servicers and other
2 defrauded parties with potential claims of this Motion or other administrative
3 motions by mail, and the expense and burden on the estate of attempting to
4 effectuate such service would be prohibitively costly and cause undue
5 administrative expense.

6 11. Based on the foregoing, the Receiver seeks an order providing that the
7 notice requirement of Rule 66-7 shall be deemed satisfied by serving copies of all
8 Motion papers on the parties to this action, as provided in the Preliminary
9 Injunction, and on third party creditors other than consumers and other third parties
10 who were defrauded by Soria and the Receivership Defendants. As additional
11 notice, the Receiver will post the Motion and supporting papers, without
12 voluminous time records attached, on the Receiver's website at robbevans.com
13 where the Receiver conspicuously posts pertinent Court filings and other
14 documents for this case.

15 I declare under penalty of perjury that the foregoing is true and correct and
16 that this declaration was executed on July 31, 2019 at Sun Valley, California.

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19 _____
20 Brick Kane

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EXHIBIT 1

Robb Evans & Associates LLC, Receiver of West H&A LLC et al
Receiver Administrative Expenses
 From Inception (April 23, 2018) to April 30, 2019

	Previously Reported, Approved & Paid	Oct 18	Nov 18	Dec 18	Jan 19	Feb 19	Mar 19	Apr 19	10/1/18~ 4/30/19	TOTAL
Corporate Funds										
West H&A, LLC										
CA IOLTA Trust Account	0.00	0.00	185,000.00	0.00	0.00	0.00	0.00	0.00	185,000.00	185,000.00
Return of Merchandise	60,003.81	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	60,003.81
JPMorgan Chase *8762	7,027.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	7,027.90
Benjamin Sternberg	59,500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	59,500.00
Fischbach & Fischbac	80,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	80,000.00
Joseph F. Hart	15,638.52	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	15,638.52
Waldorf Astoria B.H. Reimburse	0.00	125,064.00	0.00	0.00	0.00	0.00	0.00	0.00	125,064.00	125,064.00
Total West H&A, LLC	222,170.23	125,064.00	185,000.00	0.00	0.00	0.00	0.00	0.00	310,064.00	532,234.23
Total Corporate Funds										
Income for Rescission Services	222,170.23	125,064.00	185,000.00	0.00	0.00	0.00	0.00	0.00	310,064.00	532,234.23
Total Funds Collected	222,170.23	125,064.00	185,000.00	0.00	7,500.00	108,750.00	7,500.00	7,500.00	441,314.00	663,484.23
Expenses										
Receiver Fees & Expenses										
Receiver Fees										
Receiver										
B. Kane	47,340.00	1,596.00	1,976.00	1,862.00	1,482.00	2,090.00	874.00	494.00	10,374.00	57,714.00
K. Johnson	722.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	722.00
A. Jen	20,786.00	684.00	418.00	76.00	114.00	152.00	0.00	114.00	1,558.00	22,344.00
Total Receiver	68,848.00	2,280.00	2,394.00	1,938.00	1,596.00	2,242.00	874.00	608.00	11,932.00	80,780.00
Senior Staff										
F. Jen	938.00	0.00	0.00	0.00	0.00	0.00	100.50	201.00	301.50	1,239.50
T. Chung	435.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	435.50
C. Callahan	36,750.00	1,875.00	400.00	125.00	300.00	525.00	0.00	750.00	3,975.00	40,725.00
E. Roop	1,515.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,515.00
H. Jen	0.00	0.00	915.00	0.00	0.00	0.00	0.00	0.00	915.00	915.00
C. DeCius	783.00	0.00	0.00	0.00	40.50	81.00	0.00	0.00	580.50	1,363.50
J. Dabbin	3,321.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,321.00
Total Senior Staff	43,742.50	2,334.00	1,315.00	125.00	340.50	606.00	100.50	951.00	5,772.00	49,514.50
Support Staff										
Support Staff	1,989.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,989.00
Total Receiver Fees	114,579.50	4,614.00	3,709.00	2,063.00	1,936.50	2,848.00	974.50	1,559.00	17,704.00	132,283.50

Robb Evans & Associates LLC, Receiver of West H&A LLC et al
Receiver Administrative Expenses
 From Inception (April 23, 2018) to April 30, 2019

	Previously Reported, Approved & Paid	Oct 18	Nov 18	Dec 18	Jan 19	Feb 19	Mar 19	Apr 19	10/1/18-4/30/19	TOTAL
Receiver Expenses										
Document Reproduction	146.26	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	146.26
Investigative Search Costs	713.57	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	713.57
Locksmith Services	65.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	65.00
Parking & Tolls	114.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	114.00
Postage & Delivery	271.19	111.62	9.34	0.00	10.62	32.38	8.74	6.52	179.22	450.41
Receiver Bond Premium	100.00	0.00	0.00	0.00	0.00	0.00	100.00	0.00	100.00	200.00
Security Services	415.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	415.00
Software Costs	1,215.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,215.00
Website Hosting & Email Service	3,052.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,052.50
Website Support	904.95	26.62	0.00	124.21	26.62	57.67	0.00	62.10	297.22	1,202.17
Total Receiver Expenses	6,997.47	138.24	9.34	124.21	37.24	90.05	108.74	68.62	576.44	7,573.91
Legal Fees & Costs										
Legal Fees	299,639.90	24,370.20	31,556.80	13,917.50	21,374.00	18,102.90	13,754.60	10,042.20	133,118.20	432,758.10
Legal Costs	5,915.58	2,551.05	2,277.94	535.59	97.70	484.99	872.38	419.31	7,238.96	13,154.54
Total Legal Fees & Costs	305,555.48	26,921.25	33,834.74	14,453.09	21,471.70	18,587.89	14,626.98	10,461.51	140,357.16	445,912.64
Total Receiver Fees & Expenses	427,132.45	31,673.49	37,553.08	16,640.30	23,445.44	21,525.94	15,710.22	12,089.13	158,637.60	585,770.05
Total Expenses	427,132.45	31,673.49	37,553.08	16,640.30	23,445.44	21,525.94	15,710.22	12,089.13	158,637.60	585,770.05
Fund Balance	(204,962.22)									77,714.18