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**ROBB EVANS & ASSOCIATES LLC**

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8 UNITED STATES DISTRICT COURT  
9 CENTRAL DISTRICT OF CALIFORNIA

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11 NATIONSTAR MORTGAGE LLC,  
12 Plaintiff,  
13 v.  
14 PATRICK JOSEPH SORIA, et al.,  
15 Defendants.

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

**RECEIVER’S STATUS REPORT  
REGARDING RESPONSES TO  
SUPPLEMENTAL ORDER IN  
SUPPORT OF THE COURT’S  
PRELIMINARY INJUNCTION  
ORDER AND ORDER APPOINTING  
PERMANENT RECEIVER (DOC.  
329)**

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18 **I. INTRODUCTION**

19 Permanent Receiver, Robb Evans & Associates LLC (“Receiver”), submits  
20 this Status Report regarding the responses that have been received to the Court’s  
21 Supplemental Order in Support of the Court’s Preliminary Injunction Order and  
22 Order Appointing Permanent Receiver (Doc. 329) (“Supplemental Order”). Much  
23 of the information in this Status Report was provided to the Court in an oral  
24 presentation at the status conference held on January 7, 2019. However, additional  
25 information was received from Angela Parson (“Parson”), counsel for Soheila  
26 Soria, by letter dated January 29, 2019. To assist the Court and the parties, as well  
27 as other interested non-parties, the Receiver submits this Status Report.

1 **II. GARSON SILVERS**

2 Under the Supplemental Order, Garson Silvers (“Silvers”) was ordered to  
3 disclose to the Receiver any money he received from Patrick Soria (“Soria”) or any  
4 of the Receivership Defendants since January 1, 2018; any money he has received  
5 as part of, or proceeds of, any transaction involving Soria or any of the  
6 Receivership Defendants since January 1, 2018; and the location of any assets of  
7 Soria or any of the Receivership Defendants to the extent known.

8 In response, Silvers provided the Receiver a three paragraph e-mail which  
9 was a wholly deficient response to the Supplemental Order. It briefly describes the  
10 \$899,000 which was wired into Silvers’ account on May 4, 2018 “specifically for  
11 him [Soria] to make investments into real estate.” However, the e-mail is silent  
12 about \$379,879.52 Silvers received on February 28, 2018 as a result of fraudulent  
13 real property transactions pertaining to 1001 Usener Street, Houston, Texas  
14 (“Usener Property”), another \$104,049.62 that Silvers received (through an account  
15 in the name of Silvers’ company, Zeon’s Inc.) **post-receivership** on July 24, 2018  
16 in connection with the Usener Property, and another \$140,321.67 that Silvers  
17 received, through Zeon’s, **post-receivership** on July 23, 2018 as a result of  
18 fraudulent real property transactions pertaining to 1030 Pitchford Road, Tomball,  
19 Texas (“Pitchford Property”). The Receivership Defendants were integrally  
20 involved in each of these fraudulent transactions, yet Silvers provided no  
21 information about them or where all of the money generated by these fraudulent  
22 transactions went.

23 **III. BRETT WOLCOTT**

24 Pursuant to the Supplemental Order, Brett Wolcott (“Wolcott”) was required  
25 to supply the same information required of Silvers: any money Wolcott received  
26 from Patrick Soria (“Soria”) or any of the Receivership Defendants since January 1,  
27 2018; any money he has received as part of, or proceeds of, any transaction  
28 involving Soria or any of the Receivership Defendants since January 1, 2018; and

1 the location of any assets of Soria or any of the Receivership Defendants to the  
2 extent known.

3 On December 17, 2018, the day the response was due, Receiver's counsel got  
4 a voicemail message from John Edwards, saying that he was "helping Wolcott" and  
5 that documents would be provided to the Receiver the next day. Wolcott never  
6 provided anything at all to the Receiver or its counsel and he has totally failed to  
7 comply with the Supplemental Order.

8 **IV. JOSEPH HART**

9 Under the Supplemental Order, Joseph Hart ("Hart") was to disclose to the  
10 Receiver records for all transactions since January 1, 2018 transferring money in or  
11 out of any client trust account associated with Soria, any Receivership Defendant,  
12 Silvers, Wolcott, or any entity associated with them; turn over any money held in  
13 trust for Soria or any Receivership Defendant; and disclose any payment made to  
14 Hart or his firm for services, legal or otherwise, made by, or on behalf of, Soria or  
15 any Receivership Defendant after April 23, 2018.

16 It is believed that Hart has complied with the Supplemental Order. The key  
17 piece of information that had not been previously supplied to the Receiver in Hart's  
18 disclosures was the wire transfer from Hart to Performance Plus Escrow of  
19 \$593,000, representing the balance of funds from the transaction pertaining to the  
20 property at 19856 Trotter Lane, Yorba Linda, California. Those funds have not  
21 been recovered by the Receiver to date.

22 **V. LEECH TISHMAN FUSCALDO & LAMPL**

23 In the Supplemental Order, Leech Tishman Fuscaldo & Lampl ("Leech  
24 Tishman") was ordered to disclose the steps it has taken to learn the sources of  
25 money it has received for retention of its representation of Soria or any associated  
26 person or entity, including the ultimate source of money paid by Soheila Soria, and  
27 the substance of what it has learned about those sources. Leech Tishman filed its  
28 response to the Supplemental Order, along with a supporting declaration from its

1 Managing Partner, Pete Fuscaldo on December 17, 2018 (Doc. 337) (respectively,  
2 “Leech Tishman’s Response” and the “Fuscaldo Declaration”). Leech Tishman’s  
3 Response was inconsistent with prior disclosures made by the firm to the Receiver  
4 and is inconsistent with information provided by Soheila Soria through her attorney  
5 Parson, discussed below.

6 In Leech Tishman’s Response, for the first time the firm disclosed receipt of  
7 \$450,000 from Soheila Soria. Leech Tishman had previously only disclosed  
8 payment of \$100,000 from Soheila Soria and the Receiver had learned of another  
9 \$100,000 payment from Soheila Soria through discovery into her bank records.

10 Leech Tishman’s Response and the Fuscaldo Declaration state that all but  
11 \$50,000 came from Soheila Soria’s Oracle-sponsored retirement account and that  
12 the \$50,000 payment came from Soheila Soria’s sister in November 2018, which  
13 was the last payment received by Leech Tishman.<sup>1</sup> However, on August 3, 2018,  
14 Fuscaldo sent an e-mail to Receiver’s counsel explaining the source of the \$100,000  
15 the firm had received as of that date. Fuscaldo said in the e-mail that \$70,000 came  
16 from Soheila Soria’s retirement account at Oracle and \$30,000 from a “family  
17 member in no way connected with Patrick Soria.” Therefore, Leech Tishman’s  
18 Response and Fuscaldo Declaration are inconsistent with Fuscaldo’s e-mail  
19 regarding the timing and extent to which Soheila Soria’s sister funded the payments  
20 to Leech Tishman.

21 In addition, if Leech Tishman’s Response and Fuscaldo Declaration are  
22 accurate, \$350,000 would have come from funds withdrawn from Soheila Soria’s  
23 Oracle-sponsored retirement account. However, accompanying Fuscaldo’s August  
24 3, 2018 e-mail was a copy of Soheila Soria’s retirement savings statement as of  
25 June 30, 2018. Based on the statement, it was impossible for Soheila Soria to fund  
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27 <sup>1</sup> Leech Tishman’s Response and Fuscaldo Declaration state that the firm is attempting to  
28 independently verify the source of Soria’s sister’s funds. The Receiver has not been advised of  
the results of that effort.

1 \$400,000 in legal fees from amounts held in the Oracle-sponsored retirement  
2 account because the amount in the retirement account was significantly less than  
3 \$400,000.

4 **VI. SOHEILA SORIA**

5 Under the Supplemental Order, Soheila Soria was ordered to disclose the  
6 source of any money paid to Leech Tishman or any other attorney for the  
7 representation of Soria or any professionally associated person or entity, and to  
8 disclose if she has received any money or property since January 1, 2018 from  
9 Soria or any person or entity know to be associated professionally with Soria. On  
10 behalf of Soria, Parson sent a letter to the Receiver on December 17, 2018 generally  
11 providing information about the sources of money paid for Soria's legal  
12 representation. In the letter, Parson stated that Soheila Soria used three sources to  
13 fund Soria's legal fees: withdrawing funds from her retirement accounts,  
14 withdrawing from her home equity line of credit and borrowing money from her  
15 sister Soraya Fletcher. This is inconsistent with Leech Tishman's Response, which  
16 said nothing about use of a home equity line of credit. Additionally, in Parson's  
17 December 17, 2018 letter there were no specific amounts itemized from the three  
18 disclosed sources, there were no supporting documents provided, and there was no  
19 disclosure as to the payees. Therefore, the Receiver was unable to determine how  
20 much was paid for Soria's legal representation from Soheila Soria, how much came  
21 from each of the three identified sources, and to whom payments were made. All of  
22 this information was important, particularly in light of the inconsistent information  
23 provided by Leech Tishman in its August 3, 2018 e-mail and Leech Tishman's  
24 Response, as well as the inconsistent information between Leech Tishman and  
25 Soheila Soria.

26 Therefore, the Receiver's counsel requested additional information and  
27 documents from Soheila Soria in a letter to Parson on January 9, 2019, requesting,  
28 as to each payment made, details concerning the amount paid, the date paid, the

1 source of payment, the method of payment, and the payee. The Receiver further  
2 requested copies of supporting documentation. The Receiver requested this  
3 information and supporting documents by January 23, 2019.

4 On January 23, 2019 Parson faxed<sup>2</sup> to the Receiver's counsel a note  
5 indicated that she was still gathering the information needed to provide a response  
6 to the Receiver's counsel's January 9, 2019 letter and that a response would be  
7 provided by January 29, 2019. As promised, a letter was received by facsimile  
8 transmission from Parson on January 29, 2019.

9 Parson's January 29, 2019 letter was a seven-page diatribe against the  
10 Receiver and its counsel, primarily comprised of *ad hominem* attacks, false  
11 statements, misrepresentations and demands on the Receiver.<sup>3</sup> Parson refused to  
12 provide any supporting documentation to the Receiver, but indicated she would  
13 present Soheila's Soria's financial records in support of her disclosures for the  
14 Court's *in camera* review, but only on condition that the Receiver "cease all further  
15 inquiries from my Client in connection with the subject matter of the Court's  
16 12/10/2018 Supplemental Order, as applicable to my Client." However, Parson did  
17 provide an itemization of each payment Soheila made to attorneys for Soria by date,  
18 amount, payee, method of payment and source of payment. The itemization  
19 conflicted with Leech Tishman's Response. In fact, Parson asserted that the source  
20 of funds listed in Leech Tishman's Response is "inaccurate/inconsistent with the  
21 spreadsheet my Client provided to Leech Tishman on 12/13/2018."

22 The itemization in Parson's January 29, 2019 letter indicates that two loans  
23 from Soheila Soria's sister were used to pay Leech Tishman: a payment of \$30,000  
24 on July 5, 2018 and a payment of \$50,000 on November 15, 2018. It states that two  
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26 <sup>2</sup> Unusually, Parson does not utilize e-mail in her communications, preferring to use facsimile  
transmissions.

27 <sup>3</sup> So as not to burden the Court, the Receiver will separately correspond back to Parson to address  
28 these matters which are not directly pertinent to Soheila Soria's compliance with the  
Supplemental Order.

1 \$50,000 payments in October 2018 to Leech Tishman came from Soheila Soria's  
2 home equity line of credit.

3 That itemization also discloses, for the first time, that Soheila Soria paid  
4 attorney Benjamin Sternberg a total of \$80,500 in three payments, two in June 2018  
5 and one on August 21, 2018. The last payment in the amount of \$59,500 is the  
6 exact amount that Sternberg returned to the Receiver pursuant to a stipulated order  
7 entered on August 29, 2018 (Doc. 216). In addition, the first two payments to  
8 Sternberg totaling \$21,000 came from sources not disclosed in Parson's original  
9 letter to the Receiver, including \$10,000 from the sale of stock, \$5,000 she  
10 "ordinarily kept in her account from her earnings etc." and \$6,000 from "personal  
11 earnings derived from employment etc."

12  
13 Respectfully submitted,

14  
15 Dated: January 31, 2019

**BARNES & THORNBURG LLP**

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