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ROBB EVANS & ASSOCIATES LLC

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 9 **UNITED STATES DISTRICT COURT**
 10 **CENTRAL DISTRICT OF CALIFORNIA**

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 12 SECURITIES AND EXCHANGE
 13 COMMISSION,

14 Plaintiff,

15 v.

16 CHRISTIAN STANLEY, INC.; and
 DANIEL C.S. POWELL,,

17 Defendants,

18 and

19 CHRISTIAN STANLEY, LLC; and
 20 DANIEL CHRISTIAN STANLEY
 POWELL REALTY HOLDINGS,
 INC.,

21 Relief Defendants.

CASE NO. CV11-07147 GHK (Ex)

**NOTICE OF HEARING ON MOTION
 FOR ORDER: (1) APPROVING
 FINAL REPORT AND
 ACCOUNTING; (2) APPROVING
 RECEIVER'S AND COUNSEL'S
 FEES AND EXPENSES FROM
 INCEPTION THROUGH CLOSING;
 (3) DISCHARGING RECEIVER; (4)
 RELIEVING RECEIVER OF ALL
 DUTIES AND LIABILITIES; (5)
 AUTHORIZING ABANDONMENT
 AND DESTRUCTION OF RECORDS;
 (6) GRANTING RELIEF FROM
 NOTICE UNDER LOCAL RULE 66-7;
 AND (7) FOR RELATED RELIEF**

DATE: February 22, 2016
TIME: 9:30 a.m.
PLACE: Courtroom 650

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 24 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

25 PLEASE TAKE NOTICE that on February 22, 2016, commencing at 9:30
 26 a.m. or as soon thereafter as the parties may be heard in Courtroom 650 of the
 27 above-entitled Court located at 255 East Temple Street, Los Angeles, CA 90012,
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1 Robb Evans & Associates LLC ("Receiver") as permanent receiver of Christian
2 Stanley, Inc., Christian Stanley, LLC and Daniel Christian Stanley Powell Realty
3 Holdings, Inc. and their subsidiaries and affiliates ("Receivership Defendants")
4 pursuant to the Preliminary Injunction issued September 19, 2011, the Court will
5 hear the Receiver's Motion for Order: (1) Approving Final Report and Accounting;
6 (2) Approving Receiver's and Counsel's Fees and Expenses from Inception Through
7 Closing; (3) Discharging Receiver; (4) Relieving Receiver of All Duties and
8 Liabilities; (5) Authorizing Abandonment and Destruction of Records; (6) Granting
9 Relief from Notice under Local Rule 66-7; and (7) for Related Relief ("Wind Up
10 Motion"). Pursuant to the Wind Up Motion, the Receiver will and does hereby
11 move the Court for the following relief:

12 1. An order approving the Receiver's Final Report, as set forth in the
13 accompanying memorandum of points and authorities and Declaration of Brick
14 Kane filed concurrently herewith in support of this motion, and the Receiver's Final
15 Accounting attached as Exhibit 1 to the Declaration of Brick Kane filed
16 concurrently herewith;

17 2. An order approving and confirming all actions and activities taken by
18 or on behalf of the Receiver and all payments made by the Receiver in connection
19 with the administration of the receivership estate;

20 3. An order (a) approving all receivership administrative expenses
21 incurred in this receivership proceeding, (b) approving and authorizing payment of
22 all administrative expenses and Receiver's and professionals' fees and expenses
23 incurred during the period from the inception of the receivership through the
24 closing of the receivership estate and the discharge of the receiver ("Final Expense
25 Period"), described and estimated in the Final Accounting. For the period from the
26 inception of the receivership through September 30, 2015, there are unpaid
27 Receiver's fees of \$47,976.90 and expenses of \$20,158.16, and unpaid Receiver's
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1 attorneys' fees incurred to Dentons US LLP¹ of \$9,819.90 and costs of \$343.84.
2 The Receiver estimates closing expenses from October 1, 2015 through closing and
3 the final distribution of assets to be \$18,541.23, including all Receiver's and
4 attorneys' fees and expenses for the preparation, filing and service of the final wind
5 up motion, distribution of funds, records destruction and other related wind up
6 activities and expenses; and (c) authorizing the Receiver to distribute all assets of
7 the receivership estate, if any, remaining after payment of all administrative
8 expenses, including all fees and expenses of the Receiver and the Receiver's
9 professionals incurred through the closing of the receivership estate to plaintiff
10 Securities and Exchange Commission ("SEC"). To the extent assets of the
11 receivership estate are insufficient to pay such fees and expenses, the Receiver
12 requests that the Court authorize the Receiver to pay such allowed fees and
13 expenses on a *pro rata* basis to the Receiver and the Receiver's counsel based on
14 the Receiver's allowed amount of fees and expenses and the Receiver's counsel's
15 allowed amount of fees and expenses;

16 4. An order (a) authorizing the Receiver to abandon and destroy the
17 records of the receivership defendants and any other corporations or businesses
18 under the control of any of the receivership defendants in the possession, custody or
19 control of the Receiver if, within 30 days after service of written notice to plaintiff
20 SEC, the Receiver has not been served with a written request by the SEC for
21 possession of the records or a subpoena by a law enforcement agency for the
22 records, and if during such 30-day period, the Receiver is served with a written
23 request for the records by the SEC or subpoena by a law enforcement agency for
24 the records, authorizing the Receiver to turn over the original records to the SEC or
25 a law enforcement agency in response to the request or subpoena, and (b) deeming
26 _____

27 ¹ The Receiver has been represented in the case by the firm of McKenna Long &
28 Aldridge LLP, which changed its name to Dentons US LLP on July 1, 2015. *See*
Notice of Change of Firm Name filed July 9, 2015 (Doc. No. 193).

1 abandoned any assets not administered by the Receiver as of the closing of the
2 receivership estate. The Receiver does not believe there are any known assets of
3 the receivership estate that have not been administered;

4 5. An order (a) providing that neither the Receiver nor any agent,
5 employee, member, officer, independent contractor, attorney or representative of
6 the Receiver shall have any liability to any person or entity for any action taken in
7 good faith in connection with carrying out the Receiver's administration of this
8 receivership estate, and the exercise of any powers, duties and responsibilities in
9 connection therewith, and (b) effective upon the completion of the Receiver's wind
10 up of the estate, payment of administrative expenses and final distribution of funds
11 as provided herein, directing that the Receiver, its agents, employees, members,
12 officers, independent contractors, attorneys and representatives are: (i) discharged;
13 (ii) released from all claims and liabilities arising out of and/or pertaining to the
14 receivership herein; and (iii) relieved of all duties and responsibilities pertaining to
15 the receivership previously established in this action;

16 6. An order providing for this Court to retain jurisdiction over any and all
17 matters relating to the Receiver, the receivership and the receivership estate,
18 including any matters relating to the distribution of funds received by the Receiver
19 in connection with his obligations as Receiver or otherwise received after the
20 receivership is closed, and further providing that to the extent any dispute arises
21 concerning the Receiver's administration of the receivership estate or to the extent
22 any person or entity seeks to pursue or assert any claim or action against the
23 Receiver or any agent, employee, member, officer, independent contractor, attorney
24 or representative of the Receiver, arising out of or related to this receivership, the
25 Court shall retain jurisdiction to hear and resolve any such dispute or claim;

26 7. An order limiting notice of the hearing on the Wind Up Motion under
27 Local Rule 66-7 so that notice of the hearing on the Wind Up Motion is deemed
28 sufficient if served on the parties to the action and the service of a notice of hearing

1 on the Wind Up Motion on any known potential non-investor vendor and other
2 creditors; and

3 8. An order for any other and further relief as may be reasonable or
4 appropriate in connection with the wind up and closure of the receivership estate.

5 The Wind Up Motion is made pursuant to Local Civil Rule 66-7(c), (d), (e)
6 and (f), and is based upon this notice of hearing on the Wind Up Motion, on the
7 notice of motion and motion, the memorandum of points and authorities and
8 Declarations of Brick Kane and Gary Owen Caris filed in support thereof which are
9 on file with the Court, on such pleadings and files of the Court in this action,
10 including without limitation the Report of Temporary Receiver's Activities filed on
11 September 14, 2011 (Doc. No. 15), of which the Receiver requests the Court take
12 judicial notice pursuant to Rule 201 of the Federal Rules of Evidence, and upon
13 such other pleadings and oral and documentary evidence as may be presented at or
14 before the time of the hearing on the Wind Up Motion.

15 PLEASE TAKE FURTHER NOTICE that the Wind Up Motion is posted on
16 the Receiver's website at www.robbevans.com.² Copies of the Wind Up Motion
17 will be provided to any interested party upon receipt of a written request which may
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27 ² Due to the voluminous nature of the billing record exhibits attached to the
28 declarations supporting the Receiver's Wind Up Motion, the time records will not
be posted on the Receiver's website.

1 be sent to: Robb Evans & Associates LLC, Attn: Imelda Perez, 11450 Sheldon
2 Street, Sun Valley, CA 91352-1121; Telephone: (818) 768-8100; Facsimile: (818)
3 768-8802.

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5 Dated: January 19, 2016

DENTONS US LLP
GARY OWEN CARIS
LESLEY ANNE HAWES

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By: /s/ Gary Owen Caris
Gary Owen Caris

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Attorneys for Permanent Receiver
Robb Evans & Associates LLC

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