

1 Craig A. Welin (State Bar No. 138418)  
 cwelin@frandzel.com  
 2 Michael Gerard Fletcher (State Bar No. 070849)  
 mfletcher@frandzel.com  
 3 FRANDZEL ROBINS BLOOM & CSATO, L.C.  
 1000 Wilshire Boulevard  
 4 Nineteenth Floor  
 Los Angeles, California 90017-2427  
 5 Telephone: (323) 852-1000  
 Facsimile: (323) 651-2577  
 6  
 Attorneys for Permanent Receiver, ROBB  
 7 EVANS & ASSOCIATES LLC

8  
 9 **UNITED STATES DISTRICT COURT**  
 10 **CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**  
 11

12 FEDERAL TRADE COMMISSION,

13 Plaintiff,

14 v.

15 SALE SLASH LLC, a California  
 limited liability company; PURISTS  
 16 CHOICE LLC, a California limited  
 liability company; ARTUR  
 17 BABAYAN, individually and as an  
 owner and manager of SALE SLASH  
 18 LLC and PURISTS CHOICE LLC; and  
 VAHE HAROUTOUNIAN,  
 19 individually and doing business as  
 PRISMA PROFITS,

20 Defendants.  
 21

Case No. 2:15-cv-03107-PA-AJW

**NOTICE OF MOTION AND  
 MOTION FOR AN ORDER  
 APPROVING AND AUTHORIZING  
 PAYMENT FROM RECEIVERSHIP  
 ASSETS OF RECEIVER'S AND  
 RECEIVER'S COUNSEL'S FEES  
 AND EXPENSES FOR THE  
 PERIOD OF JULY 1, 2015,  
 THROUGH AUGUST 31, 2015;  
 MEMORANDUM OF POINTS AND  
 AUTHORITIES AND  
 DECLARATIONS OF BRICK  
 KANE AND CRAIG A. WELIN  
 FILED HEREWITH**

[Honorable District Court Judge Percy  
 Anderson]

Date: November 2, 2015

Time: 1:30 p.m.

Place: Courtroom 15, Spring Street

FRANZEL ROBINS BLOOM & CSATO, L.C.  
1000 WILSHIRE BOULEVARD, 19TH FLOOR  
LOS ANGELES, CALIFORNIA 90017-2427  
(323) 852-1000

1 TO: THE HONORABLE PERCY ANDERSON, UNITED STATES  
2 DISTRICT JUDGE, AND ALL PARTIES IN INTEREST:

3 PLEASE TAKE NOTICE that on November 2, 2015, commencing at 1:30 p.m.,  
4 or as soon thereafter as the parties may be heard in Courtroom 15 of the above-entitled  
5 Court located at 312 North Spring Street, Los Angeles, California 90012, Robb Evans  
6 & Associates LLC, the Receiver in the above-entitled action ("Receiver"), will and  
7 hereby does move the Court for an order approving the reasonableness and authorizing  
8 the payment from receivership assets of compensation and expenses for the Receiver  
9 and the Receiver's counsel Frandzel Robins Bloom & Csato, L.C. ("Frandzel") for the  
10 period of July 1, 2015, through August 31, 2015 ("Third Period"). During the Third  
11 Period, the Receiver's fees totaled \$64,843.20 and the Receiver's expenses totaled  
12 \$773.38, for a total of \$65,616.58. During the Third Period, Frandzel's fees totaled  
13 \$48,604.50 and Frandzel's expenses totaled \$931.33, for a total of \$49,535.83.<sup>1</sup>

14 PLEASE TAKE FURTHER NOTICE that this Motion is based upon this Notice  
15 of Motion and Motion; the accompanying memorandum of points and authorities and  
16 declarations of Brick Kane and Craig A. Welin; the pleadings, records and files of this  
17 case of which the Receiver requests the Court take judicial notice; the separate Notice  
18 of Hearing filed and served concurrently herewith; and all other further pleadings, oral  
19 and documentary evidence and arguments of counsel as may be presented by the  
20 Receiver at or before the time of the hearing on the Motion.

21 PLEASE TAKE FURTHER NOTICE that a copy of this Notice of Motion and  
22 Motion, the accompanying memorandum of points and authorities and declarations of  
23

24 <sup>1</sup> On May 27, 2015, pursuant to the Court's Minute Order entered May 13, 2015  
25 (Dkt. No. 34), the Receiver filed its Quarterly Task-Based Budget for the Months of  
26 June, July, and August 2015 (Dkt. No. 50) ("Budget"). For July 2015 and August 2015,  
27 the Budget budgets \$107,336.40 in fees for the Receiver and \$72,640.00 in fees for  
28 Frandzel. Thus, the fees that are the subject of this Motion are substantially less than  
the budgeted fees.

FRANDZEL ROBINS BLOOM & CSATO, L.C.  
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1 Brick Kane and Craig A Welin (without exhibits) are posted and may be reviewed on  
2 the Receiver's website at <http://www.robbevans.com/find-a-case/casepage/sale-slash->  
3 [LLC-et-al-receiver](http://www.robbevans.com/find-a-case/casepage/sale-slash-). Copies will be provided to any interested party upon receipt of a  
4 written request sent to Robb Evans & Associates LLC, 11450 Sheldon Street, Sun  
5 Valley, California 91352; Telephone: (818) 768-8100; Facsimile: (818) 768-8802.

6 PLEASE TAKE FURTHER NOTICE that this Motion is made following the  
7 conference of counsel pursuant to Local Rule 7-3. On September 22, 2015, the  
8 Receiver's counsel sent an e-mail to Matthew Wernz, who represents the Plaintiff in  
9 this action, and Karl Kronenberger, who represents the Defendants in this action. The  
10 e-mail attached copies of the Receiver's and Frandzel's invoices for the Third Period  
11 (redacted where appropriate to preserve the attorney-client and attorney work product  
12 privileges or to otherwise protect the Receiver and the estate from inappropriate  
13 disclosures) and requested that Messrs. Wernz and Kronenberger contact the Receiver's  
14 counsel with any questions or comments on the invoices.

15 On September 23, 2015, Mr. Wernz indicated by e-mail that the Plaintiff has no  
16 objection to payment from receivership assets of the fees and costs that are the subject  
17 of this Motion. On September 27, 2015, Mr. Kronenberger indicated by e-mail that the  
18 Defendants do not oppose payment of the fees and costs that are the subject of this  
19 Motion.

20 DATED: September 29, 2015 FRANDZEL ROBINS BLOOM & CSATO, L.C.  
21 CRAIG A. WELIN  
22 MICHAEL GERARD FLETCHER

23 By: /s/ Craig A. Welin  
24 CRAIG A. WELIN  
25 Attorneys for Permanent Receiver, ROBB  
26 EVANS & ASSOCIATES LLC  
27  
28



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1 The Preliminary Injunction Order at Section X.G (entitled Compensation of  
2 Receiver) provides:

3 **IT IS FURTHER ORDERED** that the Receiver and all personnel hired  
4 by the Receiver as herein authorized, including counsel to the Receiver  
5 and accountants, are entitled to reasonable compensation for the  
6 performance of their duties pursuant to this Order and for the cost of  
7 actual out-of-pocket expenses incurred by them, from the assets now  
8 held by, or in the possession or control of, or which may be received by  
9 the Receivership Defendants. The Receiver shall file with the Court and  
10 serve on the parties periodic requests for the payment of such reasonable  
11 compensation, with the first such request filed no more than thirty (30)  
12 days after the date of this Order and every 30 days thereafter. The  
13 Receiver shall not increase the hourly rates used as the basis for such fee  
14 applications without prior approval of the Court.

15 On May 27, 2015, pursuant to the Court's Minute Order entered May 13, 2015  
16 (Dkt. No. 34), the Receiver filed its Quarterly Task-Based Budget for the Months of  
17 June, July, and August 2015 (Dkt. No. 50) ("Budget"). For July and August 2015, the  
18 Budget budgets \$107,336.40 in fees for the Receiver and \$72,640.00 in fees for  
19 Frandzel.

20 On June 11, 2015, the Receiver, the FTC, and the Defendants, by and through  
21 their respective counsel, entered into an *Ex Parte* Stipulation to Extend Deadline for  
22 Receiver to File Motion For an Order Authorizing and Approving Payment of the  
23 Receiver and Its Counsel for Allowance of Compensation and Reimbursement of  
24 Expenses Incurred During the Period of Inception Through May 31, 2015 (Dkt. No. 61)  
25 ("Ex Parte Stipulation"). On June 12, 2015, the Court entered its Order Approving the  
26 Ex Parte Stipulation and extending the Receiver's deadline to file its first fee motion as  
27 set forth in the Preliminary Injunction Order through June 25, 2015 (Dkt. No. 63).

28 On June 25, 2015, the Receiver filed its Notice of Motion and Motion for Order  
(1) Authorizing Payment from Receivership Assets of Receiver's and Receiver's  
Counsel's Fees and Expenses for the Period of Inception Through May 31, 2015; and  
(2) Approving Stipulation Regarding Timing of Future Receiver Fee Motions (Dkt. No.  
65) ("First Fee Motion").

FRANZEL ROBINS BLOOM & CSATO, L.C.  
1000 WILSHIRE BOULEVARD, 19TH FLOOR  
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1 The First Fee Motion sought an order approving the reasonableness and  
2 authorizing the payment from receivership assets of (1) the Receiver's fees and  
3 expenses from April 27-May 31, 2015, totaling \$84,050.03; and (2) Frandzel's fees and  
4 expenses over the same time period, totaling \$37,597.00.

5 The First Fee Motion also sought approval of a stipulation by and between the  
6 Receiver, the FTC, and the Defendants, modifying the provisions of the Preliminary  
7 Injunction Order regarding the timing of filing fee motions. Specifically, the  
8 stipulation provided for the Receiver to file its next fee motion (covering fees and  
9 expenses for June 2015) no later than July 31, 2015, and for the Receiver to file  
10 subsequent fee motions every 60 days thereafter while this case remains pending.

11 The Court entered its Order granting the First Fee Motion on August 28, 2015  
12 (Dkt. No. 88).

13 On July 31, 2015, the Receiver filed its Notice of Motion and Motion for an  
14 Order Approving and Authorizing Payment from Receivership Assets of Receiver's and  
15 Receiver's Counsel's Fees and Expenses for the Period of June 1, 2015, Through June  
16 30, 2015 (Dkt. No. 71) ("Second Fee Motion"). The Second Fee Motion sought an  
17 order approving the reasonableness and authorizing the payment from receivership  
18 assets of (1) the Receiver's fees and expenses for June 2015, totaling \$19,266.66; and  
19 (2) Frandzel's fees and expenses over the same time period, totaling \$23,940.91.

20 The Court entered its Order granting the Second Fee Motion on August 26, 2015  
21 (Dkt. No. 86).

22 This Motion seeks an order approving the reasonableness and authorizing the  
23 payment from receivership assets of compensation and expenses for the Receiver and  
24 the Receiver's counsel Frandzel for the period of July 1, 2015, through August 31, 2015  
25 ("Third Period"). During the Third Period, the Receiver's fees totaled \$64,843.20 and  
26 the Receiver's expenses totaled \$773.38, for a total of \$65,616.58, as reflected on the  
27 itemized invoices attached to the Declaration of Brick Kane filed herewith.

28 ///



FRANZEL ROBINS BLOOM & CSATO, L.C.  
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LOS ANGELES, CALIFORNIA 90017-2427  
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1 During the Third Period, Frandzel's fees totaled \$48,604.50 and Frandzel's  
2 expenses totaled \$931.33, for a total of \$49,535.83, as reflected on the itemized  
3 invoices attached to the Declaration of Craig A. Welin filed herewith. The fees of the  
4 Receiver and Frandzel for the Third Period are substantially less than the fees in the  
5 Budget for the Third Period.

6 Since the April 27, 2015, inception of the receivership through August 31, 2015,  
7 the Receiver has collected \$1,778,496.34 from the Defendants and their various related  
8 entities, as reflected on Exhibit 1 to the Declaration of Brick Kane filed herewith.

9 **II. SUMMARY OF RECEIVER'S AND RECEIVER'S COUNSEL'S**  
10 **ACTIVITIES DURING THE THIRD PERIOD**

11 The Receiver and its counsel have complied with and continue to comply with  
12 the duties and responsibilities imposed upon them by the appointment orders. Many of  
13 the activities of the Receiver and its counsel during the Third Period are described in  
14 detail in the Report of Receiver's Projected Activities filed July 31, 2015 (Dkt. No. 74),  
15 and the Supplemental Report of Receiver's Activities Regarding a Concealed Asset  
16 filed August 21, 2015 (Dkt. No. 85). What follows is necessarily a limited summary.

17 During the Third Period, the Receiver and Frandzel continued their efforts to  
18 gain access to the Defendants' electronic books and records and perform necessary  
19 forensic accounting. There was an extensive discussion regarding issues with the  
20 Defendants' compliance with their disclosure obligations at hearings in this case on July  
21 27, 2015. Thereafter, the Court issued an order to show cause why the Defendants  
22 should not be held in contempt of Court. After the parties met and conferred and filed a  
23 Joint Report regarding their discussions (Dkt. No. 79), the Court discharged the order to  
24 show cause without prejudice (Dkt. No. 80).

25 The Receiver and Frandzel also continued their efforts to collect receivership  
26 funds from companies performing payment processing services for the Defendants,  
27 including Merchants Bancard Network Inc., EVO Payments International, and Wells  
28 Fargo Bank. The Receiver and Frandzel began investigating millions of dollars of

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1 transfers by the Defendants to offshore bank accounts and the possible existence of  
2 other concealed receivership assets, including a promissory note and deed of trust on  
3 real property in Fresno County, California.

4 The Receiver and Frandzel also negotiated a Stipulation Regarding Receiver's (1)  
5 Auction of Defendants' Inventory, Equipment, and Packaging Materials; and (2)  
6 Abandonment of Defendants' Interest in Furniture, Fixtures, and Equipment to  
7 Defendants' Landlords, filed August 31, 2015 (Dkt. No. 81) ("Auction Stipulation").  
8 The Court entered its Order Approving the Auction Stipulation on August 26, 2015  
9 (Dkt. No. 87).

10 The Receiver and Frandzel dealt with issues associated with the Defendants' real  
11 property, including a burglary and mold issues (and associated insurance claims issues).  
12 The Receiver and Frandzel also responded to the Defendants' opposition to the First Fee  
13 Motion, and the Defendants' efforts to obtain discovery from the Receiver. The Second  
14 Fee Motion was also prepared and filed during the Third Period.

15 **III. CONCLUSION**

16 Based on the foregoing, the Receiver respectfully requests that the Court grant  
17 this Motion and enter an order approving the reasonableness and authorizing the  
18 payment from receivership assets of (1) \$64,843.20 in fees and \$773.38 in expenses for  
19 the Receiver, a total of \$65,616.58, and (2) \$48,604.50 in fees and \$931.33 in expenses  
20 for Frandzel, a total of \$49,535.83.

21 DATED: September 29, 2015 FRANDZEL ROBINS BLOOM & CSATO, L.C.  
22 CRAIG A. WELIN  
23 MICHAEL GERARD FLETCHER

24 By: /s/ Craig A. Welin  
25 CRAIG A. WELIN  
26 Attorneys for Permanent Receiver, ROBB  
27 EVANS & ASSOCIATES LLC  
28



1 **DECLARATION OF BRICK KANE**

2 I, Brick Kane, declare as follows:

3 1. I am a deputy to the Receiver Robb Evans & Associates LLC ("Receiver")  
4 and am a principal of the firm. I have been one of the deputies to the Receiver with  
5 primary responsibility for the day-to-day supervision and management of the  
6 receivership estate in this action since the Receiver was first appointed as receiver on  
7 April 27, 2015. I have personal knowledge of the matters set forth in this declaration  
8 and, if I were called upon to testify as to those matters, I could and would testify  
9 competently thereto based upon my personal knowledge. All capitalized terms not  
10 defined herein have the meanings the Memorandum of Points and Authorities filed  
11 herewith ascribes to them.

12 2. The Receiver was first appointed as temporary receiver in this action by  
13 the Court's order entered April 27, 2015. The Receiver is currently acting as receiver  
14 pursuant to the Court's Preliminary Injunction entered May 12, 2015 (Dkt. No. 33)  
15 ("Preliminary Injunction Order"). The appointment orders authorize the Receiver to  
16 employ attorneys, accountants, appraisers, and other contractors and technical  
17 specialists as the Receiver deems advisable or necessary in the performance of his  
18 duties and responsibilities thereunder. The Receiver has engaged Frandzel Robins  
19 Bloom & Csato, L.C. ("Frandzel") as its counsel in this action.

20 3. Under X.G of the Preliminary Injunction Order, the Receiver, and all  
21 personnel hired by the Receiver, including the Receiver's counsel, are entitled to  
22 reasonable compensation for performance of their duties and reimbursement for actual  
23 out-of-pocket expenses, with such sums payable from assets of the receivership estate.

24 4. Since the April 27, 2015, inception of the receivership through August 31,  
25 2015, the Receiver has collected \$1,778,496.34 from the Defendants and their various  
26 related entities, as reflected on the summary prepared by the Receiver entitled  
27 "Receivership Administrative Expenses by Month and Fund Balance," which is  
28 attached hereto as Exhibit 1.

FRANZEL ROBINS BLOOM & CSATO, L.C.  
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1           5.       During the period of July 1, 2015, through August 31, 2015 ("Third  
2 Period"), the Receiver's fees totaled \$64,843.20 and the Receiver's expenses totaled  
3 \$773.38, for a total of \$65,616.58, as reflected on the itemized invoices for July 2015  
4 and August 2015 collectively attached hereto as Exhibits 2 and 3 respectively. During  
5 the Third Period, Frandzel's fees totaled \$48,604.50 and Frandzel's expenses totaled  
6 \$931.33, for a total of \$49,535.83. Invoices itemizing the fees and expenses of the  
7 Receiver's counsel Frandzel are attached as Exhibits 4 and 5 to the declaration of Craig  
8 A. Welin filed herewith.

9           6.       The fees of the Receiver and Frandzel for the Third Period are  
10 substantially less than the fees set forth in the Receiver's Quarterly Task-Based Budget  
11 for the Months of June, July, and August 2015 (Dkt. No. 50) ("Budget"). For July 2015  
12 and August 2015, the Budget budgets \$107,336.40 in fees for the Receiver and  
13 \$72,640.00 in fees for Frandzel.

14           7.       I am familiar with the methods and procedures used to create, record, and  
15 maintain the Receiver's billing records. The invoices attached hereto collectively as  
16 Exhibits 2 and 3 are prepared from computerized time records prepared  
17 contemporaneously with the services rendered by each professional billing time to this  
18 matter. These computerized records are prepared in the ordinary course of business by  
19 the Receiver's professionals who have a business duty to accurately record their time  
20 spent and services rendered on the matters on which they perform work. The time  
21 records are transferred into a computerized billing program which generates monthly  
22 invoices. In my experience, the Receiver's methods and procedures for recording and  
23 accounting for time and services have proven to be reliable and accurate.

24           8.       During the Third Period, the Receiver and Frandzel continued their efforts  
25 to gain access to the Defendants' electronic books and records and perform necessary  
26 forensic accounting. I was present at hearings in this case on July 27, 2015, at which  
27 there was an extensive discussion regarding issues with the Defendants' compliance  
28 with their disclosure obligations. Thereafter, the Court issued an order to show cause

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1 why the Defendants should not be held in contempt of Court. After the parties met and  
2 conferred and filed a Joint Report regarding their discussions (Dkt. No. 79), the Court  
3 discharged the order to show cause without prejudice (Dkt. No. 80).

4 9. The Receiver and Frandzel also continued their efforts to collect  
5 receivership funds from companies performing payment processing services for the  
6 Defendants, including Merchants Bancard Network Inc., EVO Payments International,  
7 and Wells Fargo Bank. The Receiver and Frandzel began investigating millions of  
8 dollars of transfers by the Defendants to offshore bank accounts and the possible  
9 existence of other concealed receivership assets, including a promissory note and deed  
10 of trust on real property in Fresno County, California.

11 10. The Receiver and Frandzel also negotiated a Stipulation Regarding  
12 Receiver's (1) Auction of Defendants' Inventory, Equipment, and Packaging Materials;  
13 and (2) Abandonment of Defendants' Interest in Furniture, Fixtures, and Equipment to  
14 Defendants' Landlords, filed August 31, 2015 (Dkt. No. 81) ("Auction Stipulation").  
15 The Court entered its Order Approving the Auction Stipulation on August 26, 2015  
16 (Dkt. No. 87).

17 11. The Receiver and Frandzel dealt with issues associated with the  
18 Defendants' real property, including a burglary and mold issues (and associated  
19 insurance claims issues). The Receiver and Frandzel also responded to the Defendants'  
20 opposition to the First Fee Motion, and the Defendants' efforts to obtain discovery from  
21 the Receiver. The Second Fee Motion was also prepared and filed during the Third  
22 Period.

23 I declare under penalty of perjury under the laws of the United States of America  
24 and the State of California that the foregoing is true and correct and that this declaration  
25 was executed on September 28, 2015, at Sun Valley, California.

26  
27   
28 BRICK KANE

**DECLARATION OF CRAIG A. WELIN**

I, Craig A. Welin, declare:

1. I am an attorney licensed and admitted to practice before this Court and am a shareholder of Frandzel Robins Bloom & Csato, L.C. ("Frandzel"), attorneys for Robb Evans & Associates LLC ("Receiver"), the Receiver in this action. I am one of the attorneys primarily responsible for the representation of the Receiver herein. I have personal knowledge of the matters specified in this declaration and, if I were called upon to testify as to those matters, I could and would testify competently thereto based upon my personal knowledge.

2. Frandzel's invoices itemizing the services rendered, time spent, and costs incurred by Frandzel pertaining to this matter during July 2015 and August 2015 ("Third Period"), with the descriptions redacted where appropriate to preserve the attorney-client and attorney work product privileges or to otherwise protect the Receiver and the estate from inappropriate disclosures, are attached hereto as Exhibits 4 and 5 respectively. During the Third Period, Frandzel's fees totaled \$48,604.50 and Frandzel's expenses totaled \$931.33, for a total of \$49,535.83.

3. Frandzel's fees for the Third Period are substantially less than the fees set forth in the Receiver's Quarterly Task-Based Budget for the Months of June, July, and August 2015 (Dkt. No. 50) ("Budget"). For July 2015 and August 2015, the Budget budgets \$72,640.00 in fees for Frandzel. Many of Frandzel's activities during the Third Period are summarized in the Declaration of Brick Kane filed herewith.

6. I am familiar with the methods and procedures used to create, record, and maintain billing records for Frandzel's clients. The invoices attached hereto collectively as Exhibits 4 and 5 are prepared from computerized time records prepared contemporaneously with the services rendered by each attorney and paralegal billing time to this matter. These computerized records are prepared in the ordinary course of business by the attorneys and paralegals employed by Frandzel who have a business duty to accurately record their time spent and services rendered on the matters on which

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1 they perform work. The time records are transferred into a computerized billing  
2 program which generates monthly invoices under the supervision of Frandzel's  
3 accounting department. Based upon my experience at Frandzel, I believe Frandzel's  
4 methods and procedures for recording and accounting for time and services for its  
5 clients are reliable and accurate.

6 7. On September 22, 2015, I sent an e-mail to Matthew Wernz, who  
7 represents Plaintiff Federal Trade Commission in this action, and Karl Kronenberger,  
8 who represents the Defendants in this action. The e-mail attached copies of the  
9 Receiver's and Frandzel's invoices for July 2015 and August 2015 (redacted where  
10 appropriate to preserve the attorney-client and attorney work product privileges or to  
11 otherwise protect the Receiver and the estate from inappropriate disclosures) and  
12 requested that counsel contact me regarding any questions or comments on the  
13 invoices. On September 23, 2015, Mr. Wernz indicated by e-mail that the Plaintiff had  
14 no objection to the fees and costs that are the subject of this Motion. On September 27,  
15 2015, Mr. Kronenberger indicated by e-mail that the Defendants do not oppose the  
16 Motion.

17 I declare under penalty of perjury under the laws of the United States of America  
18 and the State of California that the foregoing is true and correct and that this declaration  
19 was executed on September 29, 2015, at Los Angeles, California.

20  
21 /s/ Craig A. Welin  
22 \_\_\_\_\_  
23 CRAIG A. WELIN  
24  
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# **EXHIBIT 1**



	Previously Reported	Jul 15	Aug 15	7/1/15- 8/31/15	TOTAL
<b>Receivership Funds Collected</b>					
FDMS xxxx2015	0.00	50,000.00	0.00	50,000.00	50,000.00
<b>ePay Data</b>					
Sales Slash LLC	31,979.15	0.00	0.00	0.00	31,979.15
<b>Total ePay Data</b>	<b>31,979.15</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>31,979.15</b>
<b>EVO Payments International</b>					
Purist Choics LLC	0.00	25,139.21	0.00	25,139.21	25,139.21
Sales Slash LLC	21,210.45	0.00	0.00	0.00	21,210.45
<b>Total EVO Payments International</b>	<b>21,210.45</b>	<b>25,139.21</b>	<b>0.00</b>	<b>25,139.21</b>	<b>46,349.66</b>
<b>Merchants Bancard Network Inc.</b>					
Optim Products LLC	26,223.37	0.00	0.00	0.00	26,223.37
Penway LLC	119,168.25	0.00	0.00	0.00	119,168.25
Renvee LLC	74,402.81	0.00	0.00	0.00	74,402.81
Sales Slash LLC	56,692.68	0.00	0.00	0.00	56,692.68
<b>Total Merchants Bancard Network Inc.</b>	<b>276,487.11</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>276,487.11</b>
<b>Meritus Payment Solutions</b>					
Renvee LLC	462.71	0.00	0.00	0.00	462.71
<b>Total Meritus Payment Solutions</b>	<b>462.71</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>462.71</b>
<b>Wells Fargo Bank</b>					
Apex Customer Care LLC	8,364.92	0.00	0.00	0.00	8,364.92
E-Level Marketing Inc.	3,171.83	0.00	0.00	0.00	3,171.83
Future DNA LLC	99,435.16	0.00	0.00	0.00	99,435.16
Geneva Shox LLC	2,464.97	0.00	0.00	0.00	2,464.97
Lead Kings LLC	11.38	0.00	0.00	0.00	11.38
Optim Products LLC	85,054.86	0.00	0.00	0.00	85,054.86
Penway LLC	388,815.44	0.00	0.00	0.00	388,815.44
Prisma Ventures LLC	0.00	0.00	0.00	0.00	0.00
Purepoint Marketing LLC	22,269.89	0.00	0.00	0.00	22,269.89
Purists Choice LLC	104,945.87	0.00	0.00	0.00	104,945.87
Renvee LLC	88,146.77	0.00	0.00	0.00	88,146.77
Sales Slash LLC	301,159.19	0.00	0.00	0.00	301,159.19
Vision Geneva LLC	239.06	0.00	0.00	0.00	239.06
Vita Fuse LLC	167,200.79	0.00	0.00	0.00	167,200.79
<b>Total Wells Fargo Bank</b>	<b>1,271,280.13</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,271,280.13</b>
<b>Total Receivership Funds Collected</b>	<b>1,601,419.55</b>	<b>75,139.21</b>	<b>0.00</b>	<b>75,139.21</b>	<b>1,676,558.76</b>
<b>Optim Products Loan P O-Fresno</b>					
Interest Income	27.55	26.53	28.50	55.03	82.58
<b>Total Funds Collected</b>	<b>1,601,447.10</b>	<b>75,165.74</b>	<b>101,883.50</b>	<b>177,049.24</b>	<b>1,778,496.34</b>
<b>Expenses</b>					
<b>Business Operation Expenses</b>					
Business Insurance Premiums	998.75	0.00	0.00	0.00	998.75
Employer Payroll Taxes	3,268.00	0.00	0.00	0.00	3,268.00
Payroll Expense	33,114.30	(689.69)	0.00	(689.69)	32,424.61
Software License Fees	0.00	0.00	5,864.70	5,864.70	5,864.70
Utilities	11.78	527.31	0.00	527.31	539.09
Warehouse Rent	2,750.00	2,500.00	2,500.00	5,000.00	7,750.00
Worker Compensation Insurance	311.14	0.00	0.00	0.00	311.14
<b>Total Business Operation Expenses</b>	<b>40,453.97</b>	<b>2,337.62</b>	<b>8,364.70</b>	<b>10,702.32</b>	<b>51,156.29</b>

	<u>Previously Reported</u>	<u>Jul 15</u>	<u>Aug 15</u>	<u>7/1/15- 8/31/15</u>	<u>TOTAL</u>
<b>Receiver Fees &amp; Expenses</b>					
<b>Receiver Fees</b>					
<b>Receiver</b>					
R. Evans	38.25	0.00	0.00	0.00	38.25
B. Kane	11,517.30	5,547.60	2,381.85	7,929.45	19,446.75
K. Johnson	8,411.85	0.00	0.00	0.00	8,411.85
A. Jen	7,658.10	3,859.20	422.10	4,281.30	11,939.40
<b>Total Receiver</b>	<u>27,625.50</u>	<u>9,406.80</u>	<u>2,803.95</u>	<u>12,210.75</u>	<u>39,836.25</u>
<b>Senior &amp; Accounting Staff</b>					
C. Callahan	6,075.00	787.50	2,767.50	3,555.00	9,630.00
C. DeCius	2,178.00	477.00	216.00	693.00	2,871.00
E. Roop	6,858.00	0.00	0.00	0.00	6,858.00
F. Jen	21,346.20	15,014.70	19,446.75	34,461.45	55,807.65
J. Dadbin	2,156.00	22.00	0.00	22.00	2,178.00
L. Lee	21,346.20	0.00	0.00	0.00	21,346.20
N. Wolf	132.00	0.00	0.00	0.00	132.00
N. Nafpliotis	1,674.00	0.00	0.00	0.00	1,674.00
T. Chung	7,356.60	2,984.85	9,316.35	12,301.20	19,657.80
<b>Total Senior &amp; Accounting Staff</b>	<u>69,122.00</u>	<u>19,286.05</u>	<u>31,746.60</u>	<u>51,032.65</u>	<u>120,154.65</u>
<b>Support Staff</b>	<u>2,514.20</u>	<u>741.00</u>	<u>858.80</u>	<u>1,599.80</u>	<u>4,114.00</u>
<b>Total Receiver Fees</b>	<u>99,261.70</u>	<u>29,433.85</u>	<u>35,409.35</u>	<u>64,843.20</u>	<u>164,104.90</u>
<b>Receiver Expenses</b>					
Computer Software & Hardware	179.83	483.62	0.00	483.62	663.45
Information Search Costs	389.02	0.00	0.00	0.00	389.02
Locksmith Services	1,449.60	0.00	0.00	0.00	1,449.60
Postage & Delivery	416.85	10.29	0.00	10.29	427.14
Travel Expenses	1,184.96	0.00	0.00	0.00	1,184.96
Website Support	434.73	75.41	204.06	279.47	714.20
<b>Total Receiver Expenses</b>	<u>4,054.99</u>	<u>569.32</u>	<u>204.06</u>	<u>773.38</u>	<u>4,828.37</u>
<b>Legal Fees &amp; Costs</b>					
Legal Fees	61,060.50	31,332.50	17,272.00	48,604.50	109,665.00
Legal Costs	477.41	618.50	312.83	931.33	1,408.74
<b>Total Legal Fees &amp; Costs</b>	<u>61,537.91</u>	<u>31,951.00</u>	<u>17,584.83</u>	<u>49,535.83</u>	<u>111,073.74</u>
<b>Total Receiver Fees &amp; Expenses</b>	<u>164,854.60</u>	<u>61,954.17</u>	<u>53,198.24</u>	<u>115,152.41</u>	<u>280,007.01</u>
<b>Total Expenses</b>	<u>205,308.57</u>	<u>64,291.79</u>	<u>61,562.94</u>	<u>125,854.73</u>	<u>331,163.30</u>
<b>Fund Balance</b>	<u>1,396,138.53</u>				<u>1,447,333.04</u>