

1 Craig A. Welin (State Bar No. 138418)
cwelin@frandzel.com
2 Michael Gerard Fletcher (State Bar No. 70849)
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; APEX CUSTOMER
17 CARE LLC, a California limited
liability company; PENWAY LLC, a
18 California limited liability company;
RENVEE LLC, a California limited
19 liability company; OPTIM PRODUCTS
LLC, a California limited liability
20 company; EDGAR BABAYAN,
individually; ARTUR BABAYAN,
21 individually and as an owner and
manager of SALE SLASH LLC and
22 PURISTS CHOICE LLC; and VAHE
HAROUTOUNIAN, also known as
23 VAHEH HAROUTOUNIAN, also
doing business as PRISMA PROFITS,
24 individually and as manager of SALE
SLASH LLC, and owner of OPTIM
25 PRODUCTS LLC,

26 Defendants.
27
28

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 JANUARY 1, 2016,
THROUGH MARCH 31, 2016;
MEMORANDUM OF POINTS AND
AUTHORITIES AND
DECLARATIONS OF BRICK
KANE, CRAIG A. WELIN, AND
CHRISTOPHER D. CROWELL
FILED HEREWITH**

Date: June 27, 2016
Time: 1:30 p.m.
Place: Courtroom 15, Spring Street
Judge: Hon. Percy Anderson

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

3 PLEASE TAKE NOTICE that on June 27, 2016, commencing at 1:30 p.m., or as
4 soon thereafter as the parties may be heard in Courtroom 15 of the above-entitled Court
5 located at 312 North Spring Street, Los Angeles, California 90012, Robb Evans &
6 Associates LLC, the Permanent Receiver in the above-entitled action ("Receiver"), will
7 and hereby does move the Court for an order approving the reasonableness and
8 authorizing the payment from receivership assets of compensation and expenses for the
9 Receiver and the Receiver's counsel Frandzel Robins Bloom & Csato, L.C. ("Frandzel")
10 for the period of January 1, 2016, through March 31, 2016 ("Sixth Period"). During the
11 Sixth Period, the Receiver's fees totaled \$25,463.40 and the Receiver's expenses totaled
12 \$168.89, for a total of \$25,632.29. During the Sixth Period, Frandzel's fees totaled
13 \$43,046.00 and Frandzel's expenses totaled \$709.43, for a total of \$43,755.43.¹

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, Craig A. Welin, and Christopher D. Crowell; the
17 pleadings, records and files of this case of which the Receiver requests the Court take
18 judicial notice; the separate Notice of Hearing filed and served concurrently herewith;
19 and all further pleadings, oral and documentary evidence and arguments of counsel as
20 may be presented by the 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 ¹ On March 24, 2016, pursuant to the Court's Minute Order entered May 13,
25 2015 (Dkt. No. 34), the Receiver filed its amended Quarterly Task-Based Budget for
26 the Months of January, February, March, and April 2016 (Dkt. No. 177) ("Amended
27 Budget"). For January 2016, February 2016, and March 2016, the Amended Budget
28 estimates \$58,135.00 in fees for the Receiver and \$55,015.00 in fees for Frandzel.
Thus, the actual fees that are the subject of this Motion are less than the estimated fees.

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

1 Brick Kane, Craig A. Welin, and Christopher D. Crowell (without exhibits) are posted
2 and may be reviewed on the Receiver's website at [http://www.robbevans.com/find-a-](http://www.robbevans.com/find-a-case/casepage/sale-slash-LLC-et-al-receiver)
3 [case/casepage/sale-slash-LLC-et-al-receiver](http://www.robbevans.com/find-a-case/casepage/sale-slash-LLC-et-al-receiver). Copies will be provided to any interested
4 party upon receipt of a written request sent to Robb Evans & Associates LLC, 11450
5 Sheldon Street, Sun Valley, California 91352; Telephone: (818) 768-8100; Facsimile:
6 (818) 768-8802.

7 PLEASE TAKE FURTHER NOTICE that this Motion is made following the
8 conference of counsel pursuant to Local Rule 7-3. On May 19, 2016, the Receiver's
9 counsel sent an e-mail to Matthew Wernz, who represents the Plaintiff in this action,
10 and Karl Kronenberger and Ginny Sanderson, who represent the Defendants who have
11 appeared in this action. The e-mail attached copies of the Receiver's and Frandzel's
12 invoices for the Sixth Period (redacted where appropriate to preserve the attorney-client
13 and attorney work product privileges or to otherwise protect the Receiver and the estate
14 from inappropriate disclosures); indicated that the Receiver would be filing this
15 Motion; and asked counsel to advise whether they have any objection to the Motion.
16 Mr. Wernz and Ms. Sanderson each responded by e-mail and indicated that their
17 respective clients would not oppose the Motion.

18 DATED: May 27, 2016

FRANDZEL ROBINS BLOOM & CSATO, L.C.
CRAIG A. WELIN
MICHAEL GERARD FLETCHER

21 By: /s/ Craig A. Welin
CRAIG A. WELIN
Attorneys for Permanent Receiver ROBB
EVANS & ASSOCIATES LLC

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

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. RELEVANT BACKGROUND**

3 **A. Commencement of This Action and Preliminary Injunction**

4 Plaintiff Federal Trade Commission ("FTC") commenced this action on April 27,
5 2015, by filing its Complaint for Permanent Injunction and Other Equitable Relief
6 ("Complaint") against Defendants Sale Slash LLC, a California limited liability
7 company ("Sale Slash"); Purists Choice LLC, a California limited liability company
8 ("Purists Choice"); Artur Babayan, individually and as an owner and manager of Sale
9 Slash and Purists Choice; and Vahe Haroutounian, individually and doing business as
10 Prisma Profits (individually and collectively, "Original Defendants").

11 On April 27, 2015, the Court entered its *Ex Parte* Temporary Restraining Order
12 with an Asset Freeze, Appointment of a Receiver, and Other Equitable Relief, and
13 Order to Show Cause Why a Preliminary Injunction Should Not Issue (Dkt. No. 13),
14 pursuant to which (among other things) Robb Evans & Associates LLC ("Receiver")
15 was appointed as the temporary receiver in this action. The Receiver's appointment
16 was subsequently confirmed by the Court's Preliminary Injunction entered May 12,
17 2015 (Dkt. No. 33) ("Preliminary Injunction Order").

18 On October 7, 2015, the FTC filed its Amended Complaint for Permanent
19 Injunction and Other Equitable Relief (Dkt. No. 106) ("Amended Complaint"),
20 whereby (1) Apex Customer Care, LLC, a California limited liability company
21 ("Apex"); Penway LLC, a California limited liability company ("Penway"); Renvee
22 LLC, a California limited liability company ("Renvee"); Optim Products LLC, a
23 California limited liability company ("Optim"); and Edgar Babayan, individually, were
24 each named as an additional defendant in this action; and (2) Vahe Haroutounian was
25 named as a defendant in his additional capacities as manager of Sale Slash and owner
26 of Optim.

27 Though issued prior to the filing of the Amended Complaint, the Preliminary
28 Injunction Order does not apply only to the Original Defendants. The Preliminary

1 Injunction Order additionally implicates "any subsidiaries, affiliates, divisions, or sales
2 or customer service operations" of Sale Slash or Purists Choice, specifically including
3 but not limited to Apex, Penway, Renvee, and Optim (all such subsidiaries, affiliates,
4 divisions, or operations, individually and collectively with Sale Slash and Purists
5 Choice, "Receivership Defendants").

6 The orders providing for the Receiver's appointment direct the Receiver (among
7 other things) to take exclusive custody, control, and possession of the Receivership
8 Defendants' assets, with the Receiver having the full power of an equity receiver. The
9 appointment orders also authorize the Receiver to "choose, engage, and employ
10 attorneys, accountants, appraisers, and other independent contractors and technical
11 specialists, as the Receiver deems advisable or necessary in the performance of duties
12 and responsibilities under the authority granted by" the appointment orders. The
13 Receiver has engaged Frandzel Robins Bloom & Csato, L.C. ("Frandzel") as its counsel
14 in this action.

15 The Preliminary Injunction Order at Section X.G (entitled Compensation of
16 Receiver) provides in relevant part:

17 **IT IS FURTHER ORDERED** that the Receiver and all personnel hired
18 by the Receiver as herein authorized, including counsel to the Receiver
19 and accountants, are entitled to reasonable compensation for the
20 performance of their duties pursuant to this Order and for the cost of
21 actual out-of-pocket expenses incurred by them, from the assets now
held by, or in the possession or control of, or which may be received by
the Receivership Defendants.

22 **B. Prior Fee Motions**

23 On June 25, 2015, the Receiver filed its Notice of Motion and Motion for Order
24 (1) Authorizing Payment from Receivership Assets of Receiver's and Receiver's
25 Counsel's Fees and Expenses for the Period of Inception Through May 31, 2015; and
26 (2) Approving Stipulation Regarding Timing of Future Receiver Fee Motions (Dkt. No.
27 65) ("First Fee Motion"). The First Fee Motion sought (among other relief) an order
28 approving the reasonableness and authorizing the payment from receivership assets of

1 (1) the Receiver's fees and expenses from April 27-May 31, 2015, totaling \$84,050.03;
2 and (2) Frandzel's fees and expenses over the same time period, totaling \$37,597.00.
3 The Court entered its Order granting the First Fee Motion on August 28, 2015 (Dkt.
4 No. 88).

5 On July 31, 2015, the Receiver filed its Notice of Motion and Motion for an
6 Order Approving and Authorizing Payment from Receivership Assets of Receiver's and
7 Receiver's Counsel's Fees and Expenses for the Period of June 1, 2015, Through
8 June 30, 2015 (Dkt. No. 71) ("Second Fee Motion"). The Second Fee Motion sought
9 an order approving the reasonableness and authorizing the payment from receivership
10 assets of (1) the Receiver's fees and expenses for June 2015, totaling \$19,266.66; and
11 (2) Frandzel's fees and expenses over the same time period, totaling \$23,940.91. The
12 Court entered its Order granting the Second Fee Motion on August 26, 2015 (Dkt. No.
13 86).

14 On September 29, 2015, the Receiver filed its Notice of Motion and Motion for
15 an Order Approving and Authorizing Payment from Receivership Assets of Receiver's
16 and Receiver's Counsel's Fees and Expenses for the Period of July 1, 2015, Through
17 August 31, 2015 (Dkt. No. 94) ("Third Fee Motion"). The Third Fee Motion sought an
18 order approving the reasonableness and authorizing the payment from receivership
19 assets of (1) the Receiver's fees and expenses for July 1, 2015, through August 31,
20 2015, totaling \$65,616.58; and (2) Frandzel's fees and expenses over the same time
21 period, totaling \$49,535.83. The Court entered its Order granting the Third Fee Motion
22 on October 26, 2015 (Dkt. No. 119).

23 On November 30, 2015, the Receiver filed its Notice of Motion and Motion for
24 an Order Approving and Authorizing Payment from Receivership Assets of Receiver's
25 and Receiver's Counsel's Fees and Expenses for the Period of September 1, 2015,
26 Through October 31, 2015 (Dkt. No. 146) ("Fourth Fee Motion"). The Fourth Fee
27 Motion sought an order approving the reasonableness and authorizing the payment
28 from receivership assets of (1) the Receiver's fees and expenses for September 1, 2015,

1 through October 31, 2015, totaling \$60,440.54, including \$15,130.00 for Bonanza
 2 Investigations, Inc. ("Bonanza"); and (2) Frandzel's fees and expenses over the same
 3 time period, totaling \$49,731.43.

4 The Court entered its Order granting in part the Fourth Fee Motion in part on
 5 December 23, 2015, wherein the Court (1) denied the Receiver's request for
 6 reimbursement of Bonanza's \$15,130.00 expense without prejudice; and (2) granted
 7 payment from receivership assets of \$44,073.04 to the Receiver and \$41,987.43 to
 8 Frandzel (Dkt. No. 163).

9 On January 27, 2016, the Receiver filed its Notice of Motion and Motion for an
 10 Order Approving and Authorizing Payment from Receivership Assets of Receiver's and
 11 Receiver's Counsel's Fees and Expenses for the Period of November 1, 2015, Through
 12 December 31, 2015 (Dkt. No. 167) ("Fifth Fee Motion"). The Fifth Fee Motion sought
 13 an order approving the reasonableness and authorizing the payment from receivership
 14 assets of (1) the Receiver's fees and expenses for November 1, 2015, through December
 15 31, 2015, totaling \$4,890.48; and (2) Frandzel's fees and expenses over the same time
 16 period, totaling \$52,186.04.

17 The Court entered its Order granting in part the Fifth Fee Motion on February 26,
 18 2016, wherein the Court (1) granted the Receiver's fees and expenses in the amount of
 19 \$4,890.48, plus \$15,130.00 for Bonanza, and Frandzel's fees and expenses over the
 20 same time period, in the amount of \$41,479.54; and (2) directed the Receiver to file
 21 subsequent fee motions every four months (Dkt. No. 173).

22 **C. Recent Relevant Events in this Action**

23 On January 20, 2016, the Receiver filed its Quarterly Task-Based Budget for
 24 Months of January, February, and March 2016 (Dkt. No. 166) ("First Quarter Budget")
 25 for the Receiver and Frandzel. At that time, the Receiver had transitioned to a caretaker
 26 role in accordance with the Court's Minute Order entered November 25, 2015 (Dkt. No.
 27 144), resolving the Receiver's Motion for Order Approving Receiver's Recommended
 28 Activities filed November 2, 2015 (Dkt. No. 125). The First Quarter Budget was

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

1 prepared based on the assumption that the Receiver would continue largely in a
2 caretaker role.

3 On February 2, 2016, however, the Court entered its Stipulated Order for
4 Permanent Injunction and Monetary Judgment (Dkt. No. 171) ("Stipulated Judgment")
5 against Defendants Sale Slash, Purists Choice, Optim, Edgar Babayan, Artur Babayan,
6 and Vahe Haroutounian. The Stipulated Judgment, Section XII, directs and authorizes
7 the Receiver to accomplish certain enumerated tasks within 90 days after entry of the
8 Stipulated Judgment (i.e., by May 2, 2016), but provides that any party or the Receiver
9 may request that the Court extend the Receiver's term for good cause.

10 The Receiver's tasks under the Stipulated Judgment consist of (1) completing the
11 process of taking custody, control, and possession of all assets of the Receivership
12 Defendants pursuant to the Preliminary Injunction Order; (2) negotiating and making
13 payments necessary to resolve amounts owed to American Express Bank, FSB, related
14 to certain credit card accounts; (3) liquidating all assets of the Receivership Defendants
15 other than Apex, Penway, and Renvee (individually and collectively, "Defaulting
16 Defendants"), including the interests in real property described in paragraphs A-E of
17 Schedule A to the Stipulated Judgment; (4) filing a report describing the Receiver's
18 activities pursuant to the Stipulated Judgment and a final fee application; and (5)
19 distributing to the FTC any remaining liquid assets.

20 Paragraphs A-E of Schedule A to the Stipulated Judgment lists 10 separate real
21 properties. The Receivership Defendants either own these properties in fee simple or
22 are the beneficiaries of deeds of trust on the properties securing promissory notes. The
23 Stipulated Judgment permits the Receiver to liquidate these real property interests
24 without further Court order but requires the Receiver to obtain an appraisal of each
25 asset before doing so. Upon completion of all the enumerated tasks in the Stipulated
26 Judgment, the Stipulated Judgment provides that the Receiver's duties as to the
27 Receivership Defendants shall terminate, except as to the Defaulting Defendants.

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1 On March 24, 2016, the Receiver filed its Amended Quarterly Task-Based
2 Budget for the Months of January Through March 2016 and Quarterly Task-Based
3 Budget for April 2016 (Dkt. No. 177) ("Amended Budget"). For January 2016,
4 February 2016, and March 2016, the Amended Budget estimates \$58,135.00 in fees for
5 the Receiver and \$55,015.00 in fees for Frandzel. The Amended Budget reflects the
6 work required under the Stipulated Judgment.

7 On April 12, 2016, the Court entered its Default Judgment against the Defaulting
8 Defendants (Dkt. No. 179) ("Default Judgment"). The Default Judgment, Section XI,
9 directs and authorizes the Receiver to accomplish certain enumerated tasks within 90
10 days after entry of the Default Judgment (*i.e.*, by July 11, 2016), but provides that any
11 party or the Receiver may request that the Court extend the Receiver's term for good
12 cause. The Receiver's task under the Default Judgment consist of (1) completing the
13 process of taking custody, control, and possession of all assets of the Defaulting
14 Defendants pursuant to the Preliminary Injunction; (2) liquidating all assets of the
15 Defaulting Defendants; (3) filing a report describing the Receiver's activities pursuant
16 to the Default Judgment and a final fee application; and (4) distributing to the FTC any
17 remaining liquid assets. Upon completion of all the enumerated tasks the Receiver's
18 duties as to the Defaulting Defendants shall terminate.

19 On May 2, 2016, the Receiver filed its Motion for an Order (1) Extending the
20 Receiver's Term; (2) Authorizing the Receiver to Abandon Certain Real Property; and
21 (3) Excusing the Receiver From Taking Title to Real Property Assets of the
22 Receivership Defendants and Granting Related Relief (Dkt. No. 181) ("Term Extension
23 Motion"). A hearing on the Term Extension Motion is set for June 6, 2016.

24 II. THE INSTANT MOTION

25 This Motion seeks an order approving the reasonableness and authorizing the
26 payment from receivership assets of compensation and expenses for the Receiver and
27 the Receiver's counsel Frandzel for the period of January 1, 2016, through March 31,
28 2016 ("Sixth Period").

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

1 The actual fees of the Receiver and Frandzel for the Sixth Period are less than the
2 estimated fees in the Amended Budget for the Sixth Period. During the Sixth Period,
3 the Receiver's fees totaled \$25,463.40 and the Receiver's expenses totaled \$168.89, for
4 a total of \$25,632.29, as reflected on the itemized invoices attached to the Declaration
5 of Brick Kane filed herewith.² During the Sixth Period, Frandzel's total fees were
6 \$43,046.00 and Frandzel's total expenses were \$709.43, for a total of \$43,755.43, as
7 reflected on the itemized invoices attached to the Declaration of Craig A. Welin filed
8 herewith.

9 Since the April 27, 2015, inception of the receivership through March 31, 2016,
10 the Receiver has collected \$8,089,794.98 in receivership funds, and distributed
11 \$5,000,000 to the FTC in February 2016, as reflected and itemized on Exhibit 1 to the
12 Declaration of Brick Kane filed herewith. The bulk of the Receiver's and Frandzel's
13 activities during the Sixth Period have been directed toward completing the tasks under
14 the Stipulated Judgment and the Default Judgment. The Receiver's good and steady
15 progress in completing the liquidation of the Receivership Defendants' assets during the
16 Sixth Period was summarized in the Term Extension Motion and in the chart attached
17 to the Declaration of Brick Kane filed with the Term Extension Motion. For ease of
18 reference, the same chart is attached to the Declaration of Brick Kane filed herewith as
19 Exhibit 2.

20 **III. CONCLUSION**

21 Based on the foregoing, the Receiver respectfully requests that the Court grant
22 this Motion and enter an order approving the reasonableness and authorizing the
23 payment from receivership assets of (a) \$25,463.40 in fees and \$168.89 in expenses for
24 the Receiver for the Sixth Period, a total of \$25,632.29, and (b) \$43,046.00 in fees and
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26 ² The Receiver's invoices are task-coded, with "B110" referring to "Case
27 Administration," "B120" referring to "Asset Analysis and Recovery," and "B160"
28 referring to "Fee/Employment Applications."

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

1 \$709.43 in expenses for Frandzel for the Sixth Period, a total of \$43,755.43.

2 DATED: May 27, 2016

FRANDZEL ROBINS BLOOM & CSATO, L.C.
CRAIG A. WELIN
MICHAEL GERARD FLETCHER

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By: /s/ Craig A. Welin
CRAIG A. WELIN
Attorneys for Permanent Receiver ROBB
EVANS & ASSOCIATES LLC

1 **DECLARATION OF BRICK KANE**

2 I, Brick Kane, declare as follows:

3 1. I am a deputy to the Permanent Receiver Robb Evans & Associates LLC
4 ("Receiver") and am a principal of the firm. I have been one of the deputies to the
5 Receiver with primary responsibility for the day-to-day supervision and management of
6 the receivership estate in this action since the Receiver was first appointed as receiver
7 on April 27, 2015. I have personal knowledge of the matters set forth in this
8 declaration and, if I were called upon to testify as to those matters, I could and would
9 testify competently thereto based upon my personal knowledge. All capitalized terms
10 not 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 its duties
18 and responsibilities thereunder. The Receiver has engaged Frandzel Robins Bloom &
19 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 March 31,
25 2016, the Receiver has collected \$8,089,794.98 in receivership funds, and distributed
26 \$5,000,000 to the FTC in February 2016, as reflected on the summary prepared by the
27 Receiver entitled "Receivership Administrative Expenses by Month and Fund Balance,"
28 which is attached hereto as Exhibit 1.

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

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LOS ANGELES, CALIFORNIA 90017-2427
(323) 852-1000

1 5. During the period of January 1, 2016, through March 31, 2016 ("Sixth
2 Period"), the Receiver's fees totaled \$25,463.40 and the Receiver's expenses totaled
3 \$168.89, for a total of \$25,632.29, as reflected on the itemized invoices for January
4 2016, February 2016 and March 2016 collectively attached hereto as Exhibits 3, 4 and
5 5, respectively. The Receiver's invoices are task-coded, with "B110" referring to "Case
6 Administration," "B120" referring to "Asset Analysis and Recovery," and "B160"
7 referring to "Fee/Employment Applications."

8 6. During the Sixth Period, Frandzel's total fees were \$43,046.00 and
9 Frandzel's total expenses were \$709.43, for a total of \$43,755.43. Invoices itemizing
10 the fees and expenses of the Receiver's counsel Frandzel are attached as Exhibits 6, 7
11 and 8 to the declaration of Craig A. Welin filed herewith.

12 7. The actual fees of the Receiver and Frandzel for the Sixth Period are less
13 than the estimated fees set forth in the Receiver's amended Quarterly Task-Based
14 Budget for the Months of January, February, and March 2016 (Dkt. No. 177)
15 ("Amended Budget"). For January 2016, February 2016, and March 2016, the
16 Amended Budget estimates \$58,135.00 in fees for the Receiver and \$55,015.00 in fees
17 for Frandzel.

18 8. The Receiver's good and steady progress in completing the liquidation of
19 the Receivership Defendants' assets during the Sixth Period was summarized in my
20 declaration filed May 2, 2016, in support of the Receiver's Motion for an Order (1)
21 Extending the Receiver's Term; (2) Authorizing the Receiver to Abandon Certain Real
22 Property; and (3) Excusing the Receiver From Taking Title to Real Property Assets of
23 the Receivership Defendants and Granting Related Relief (Dkt. No. 181) ("Term
24 Extension Motion"). The contents of that declaration are incorporated herein by
25 reference. Attached hereto as Exhibit 2 is a true and correct copy of the chart attached
26 to my declaration in support of the Term Extension Motion, which summarizes the
27 Receiver's progress in that regard during the Sixth Period.

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9. I am familiar with the methods and procedures used to create, record, and maintain the Receiver's billing records. The invoices attached hereto collectively as Exhibits 3, 4, and 5 are prepared from computerized time records prepared contemporaneously with the services rendered by each professional billing time to this matter. These computerized records are prepared in the ordinary course of business by the Receiver's professionals who have a business duty to accurately record their time spent and services rendered on the matters on which they perform work. The time records are transferred into a computerized billing program which generates monthly invoices. In my experience, the Receiver's methods and procedures for recording and accounting for time and services have proven to be reliable and accurate.

I declare under penalty of perjury under the laws of the United States of America and the State of California that the foregoing is true and correct and that this declaration was executed on May 27, 2016, at Alhambra, California.


BRICK KANE

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

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

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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 Permanent 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. All capitalized terms not defined herein have the meanings the Memorandum of Points and Authorities filed herewith ascribes to them.

2. Frandzel's invoices itemizing the services rendered, time spent, and costs incurred by Frandzel pertaining to this matter during January 2016, February 2016, and March 2016 ("Sixth 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 6, 7 and 8, respectively.

3. During the Sixth Period, Frandzel's total fees were \$43,046.00 and Frandzel's total expenses were \$709.43, for a total of \$43,755.43. The bulk of the Receiver's and Frandzel's activities during the Sixth Period have been directed toward completing the tasks under the Stipulated Judgment and the Default Judgment, and the Receiver has made good and steady progress in that regard.

5. 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 6, 7 and 8 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

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

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

7 I declare under penalty of perjury under the laws of the United States of America
8 and the State of California that the foregoing is true and correct and that this declaration
9 was executed on May 27, 2016, at Los Angeles, California.

11 /s/ Craig A. Welin
12 CRAIG A. WELIN

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DECLARATION OF CHRISTOPHER D. CROWELL

I, Christopher D. Crowell, declare:

1. I am an attorney licensed and admitted to practice before this Court and an associate at Frandzel Robins Bloom & Csato, L.C. ("Frandzel"), attorneys for Robb Evans & Associates LLC ("Receiver"), the Permanent Receiver in this action. 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. On May 19, 2016, I sent an e-mail to Matthew Wernz, who represents Plaintiff Federal Trade Commission in this action, and Karl Kronenberger and Ginny Sanderson, who represent the Defendants who have appeared in this action. The e-mail attached copies of the Receiver's and Frandzel's invoices for January 2016, February 2016 and March 2016 (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); indicated that the Receiver would be filing a motion to approve and authorize payment of the fees and costs itemized in the invoices ("Motion"); and asked counsel to advise whether they have any objection to the Motion.

3. Ms. Sanderson and Mr. Wernz responded to my e-mail by indicating that their respective clients would not oppose the Motion. A true and correct copy of the e-mail trail containing my May 19 e-mail, Ms. Sanderson's responsive e-mail on May 23, and Mr. Wernz's responsive e-mail on May 24 is attached hereto as Exhibit 9.

I declare under penalty of perjury under the laws of the United States of America and the State of California that the foregoing is true and correct and that this declaration was executed on May 25, 2016, at Los Angeles, California.


CHRISTOPHER D. CROWELL.

FRANZEL ROBINS BLOOM & CSATO, L.C.
1000 Wilshire Blvd., Suite 1970, Floor 19
Los Angeles, California 90017-2427
(323) 837-1000

EXHIBIT 1

Robb Evans & Associates LLC Receiver of Sales Slash LLC et al.

Receivership Administrative Expenses by Month and Fund Balance

From Inception (April 27, 2015) to March 31, 2016

| | Previously Reported & Approved | Jan 16 | Feb 16 | Mar 16 | 1/1/2016~ 3/31/2016 | TOTAL |
|---|--------------------------------------|-------------|------------------|-------------|------------------------|---------------------|
| Receivership Funds Collected | | | | | | |
| Global Merchant Advisors | | | | | | |
| Renvee LLC | 0.00 | 0.00 | 38,639.49 | 0.00 | 38,639.49 | 38,639.49 |
| Sales Slash LLC | 0.00 | 0.00 | 56,690.98 | 0.00 | 56,690.98 | 56,690.98 |
| Total Global Merchant Advisors | 0.00 | 0.00 | 95,330.47 | 0.00 | 95,330.47 | 95,330.47 |
| | | | | | | |
| BMO Harris NA Moneris Solns Inc | 134,564.81 | 0.00 | 0.00 | 0.00 | 0.00 | 134,564.81 |
| Mission Valley Bank | 2,466,123.21 | 0.00 | 0.00 | 251,195.30 | 251,195.30 | 2,717,318.51 |
| BMO Harris Bank N.A. | 49,620.02 | 0.00 | 0.00 | 0.00 | 0.00 | 49,620.02 |
| FDMS 51808999041217304272015 | 50,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 50,000.00 |
| EVO Merchant Services LLC | 2,301,073.40 | 0.00 | 25,000.00 | 0.00 | 25,000.00 | 2,326,073.40 |
| ePay Data | | | | | | |
| Sales Slash LLC | 31,979.15 | 0.00 | 0.00 | 0.00 | 0.00 | 31,979.15 |
| Total ePay Data | 31,979.15 | 0.00 | 0.00 | 0.00 | 0.00 | 31,979.15 |
| | | | | | | |
| EVO Payments International | | | | | | |
| Purist Choics LLC | 25,139.21 | 0.00 | 0.00 | 0.00 | 0.00 | 25,139.21 |
| Sales Slash LLC | 21,210.45 | 0.00 | 0.00 | 0.00 | 0.00 | 21,210.45 |
| Total EVO Payments International | 46,349.66 | 0.00 | 0.00 | 0.00 | 0.00 | 46,349.66 |
| | | | | | | |
| Merchants Bancard Network Inc. | | | | | | |
| Optim Products LLC | 229,654.04 | 0.00 | 0.00 | 0.00 | 0.00 | 229,654.04 |
| Penway LLC | 344,959.16 | 0.00 | 0.00 | 0.00 | 0.00 | 344,959.16 |
| Renvee LLC | 203,122.50 | 0.00 | 0.00 | 0.00 | 0.00 | 203,122.50 |
| Sales Slash LLC | 310,439.26 | 0.00 | 0.00 | 0.00 | 0.00 | 310,439.26 |
| Total Merchants Bancard Network Inc. | 1,088,174.96 | 0.00 | 0.00 | 0.00 | 0.00 | 1,088,174.96 |
| | | | | | | |
| Meritus Payment Solutions | | | | | | |
| Renvee LLC | 462.71 | 0.00 | 0.00 | 0.00 | 0.00 | 462.71 |
| Total Meritus Payment Solutions | 462.71 | 0.00 | 0.00 | 0.00 | 0.00 | 462.71 |
| | | | | | | |
| Wells Fargo Bank | | | | | | |
| Apex Customer Care LLC | 8,364.92 | 0.00 | 0.00 | 0.00 | 0.00 | 8,364.92 |
| E-Level Marketing Inc. | 3,171.83 | 0.00 | 0.00 | 0.00 | 0.00 | 3,171.83 |
| Future DNA LLC | 99,435.16 | 0.00 | 0.00 | 0.00 | 0.00 | 99,435.16 |
| Geneva Shox LLC | 2,464.97 | 0.00 | 0.00 | 0.00 | 0.00 | 2,464.97 |

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|---|--------------------------------------|--------|------------|------------|------------------------|--------------|
| Lead Kings LLC | 11.38 | 0.00 | 0.00 | 0.00 | 0.00 | 11.38 |
| Optim Products LLC | 85,054.86 | 0.00 | 0.00 | 0.00 | 0.00 | 85,054.86 |
| Penway LLC | 388,815.44 | 0.00 | 0.00 | 0.00 | 0.00 | 388,815.44 |
| Prisma Ventures LLC | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Purepoint Marketing LLC | 22,269.89 | 0.00 | 0.00 | 0.00 | 0.00 | 22,269.89 |
| Purists Choice LLC | 104,945.87 | 0.00 | 0.00 | 0.00 | 0.00 | 104,945.87 |
| Renvee LLC | 88,146.77 | 0.00 | 0.00 | 0.00 | 0.00 | 88,146.77 |
| Sales Slash LLC | 301,159.19 | 0.00 | 0.00 | 0.00 | 0.00 | 301,159.19 |
| Vision Geneva LLC | 239.06 | 0.00 | 0.00 | 0.00 | 0.00 | 239.06 |
| Vita Fuse LLC | 167,200.79 | 0.00 | 0.00 | 0.00 | 0.00 | 167,200.79 |
| Total Wells Fargo Bank | 1,271,280.13 | 0.00 | 0.00 | 0.00 | 0.00 | 1,271,280.13 |
| Total Receivership Funds Collected | 7,439,628.05 | 0.00 | 120,330.47 | 251,195.30 | 371,525.77 | 7,811,153.82 |
| Cash Collected on Premises | 0.00 | 0.00 | 1,640.00 | 0.00 | 1,640.00 | 1,640.00 |
| 141 San Pascual Ave | 0.00 | 0.00 | 0.00 | 975.32 | 975.32 | 975.32 |
| 222 Monterey Rd. Payoff | 0.00 | 0.00 | 0.00 | 115,222.43 | 115,222.43 | 115,222.43 |
| Optim Products Loan P O-Fresno | 101,855.00 | 0.00 | 0.00 | 0.00 | 0.00 | 101,855.00 |
| Inventory Auction Proceeds | 58,221.85 | 0.00 | 0.00 | 0.00 | 0.00 | 58,221.85 |
| Interest Income | 421.62 | 121.60 | 53.45 | 39.89 | 214.94 | 636.56 |
| Miscellaneous Income | 90.00 | 0.00 | 0.00 | 0.00 | 0.00 | 90.00 |
| Total Funds Collected | 7,600,216.52 | 121.60 | 122,023.92 | 367,432.94 | 489,578.46 | 8,089,794.98 |
| Expenses | | | | | | |
| Real Property Expenses | | | | | | |
| 180 Aspen Oak Lane | | | | | | |
| Insurance Premiums | 0.00 | 0.00 | 0.00 | 526.46 | 526.46 | 526.46 |
| Total 180 Aspen Oak Lane | 0.00 | 0.00 | 0.00 | 526.46 | 526.46 | 526.46 |
| 343 Pioneer Dr. Glendale, CA | | | | | | |
| Insurance Premiums | 0.00 | 0.00 | 0.00 | 71.85 | 71.85 | 71.85 |
| Total 343 Pioneer Dr. Glendale, CA | 0.00 | 0.00 | 0.00 | 71.85 | 71.85 | 71.85 |
| 4440 Sandy River #43 | | | | | | |
| Appraisal Fees | 0.00 | 0.00 | 0.00 | 350.00 | 350.00 | 350.00 |
| HOA Fees | 0.00 | 0.00 | 0.00 | 917.00 | 917.00 | 917.00 |

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|--|--------------------------------------|-------------------|-------------|-----------------|------------------------|------------------|
| Insurance Premiums | 0.00 | 0.00 | 0.00 | 17.96 | 17.96 | 17.96 |
| Locksmith Services | 0.00 | 0.00 | 0.00 | 191.08 | 191.08 | 191.08 |
| Total 4440 Sandy River #43 | 0.00 | 0.00 | 0.00 | 1,476.04 | 1,476.04 | 1,476.04 |
| 4579 Don Ricardo Dr. Glendale | | | | | | |
| Insurance Premiums | 0.00 | 0.00 | 0.00 | 39.52 | 39.52 | 39.52 |
| Total 4579 Don Ricardo Dr. Glendale | 0.00 | 0.00 | 0.00 | 39.52 | 39.52 | 39.52 |
| 13909 Yellowstone Dr. | | | | | | |
| Insurance Premiums | 0.00 | 0.00 | 0.00 | 37.60 | 37.60 | 37.60 |
| Total 13909 Yellowstone Dr. | 0.00 | 0.00 | 0.00 | 37.60 | 37.60 | 37.60 |
| 14839 Sherman Way Unit 3 | | | | | | |
| Insurance Premiums | 0.00 | 0.00 | 0.00 | 39.52 | 39.52 | 39.52 |
| Total 14839 Sherman Way Unit 3 | 0.00 | 0.00 | 0.00 | 39.52 | 39.52 | 39.52 |
| Property Value Reports | 0.00 | 0.00 | 0.00 | 140.00 | 140.00 | 140.00 |
| Total Real Property Expenses | 0.00 | 0.00 | 0.00 | 2,330.99 | 2,330.99 | 2,330.99 |
| Business Operation Expenses | | | | | | |
| Alarm & Fire Monitoring | 0.00 | 468.00 | 0.00 | 0.00 | 468.00 | 468.00 |
| Business Insurance Premiums | 998.75 | 0.00 | 0.00 | 0.00 | 0.00 | 998.75 |
| Business Taxes | 0.00 | 0.00 | 0.00 | 7,200.00 | 7,200.00 | 7,200.00 |
| Employer Payroll Taxes | 13,113.20 | (6,488.88) | 0.00 | 0.00 | (6,488.88) | 6,624.32 |
| Moving Services | 360.00 | 0.00 | 0.00 | 0.00 | 0.00 | 360.00 |
| Payroll Expense | 33,166.24 | 0.00 | 0.00 | 0.00 | 0.00 | 33,166.24 |
| Software License Fees | 5,864.70 | 0.00 | 0.00 | 0.00 | 0.00 | 5,864.70 |
| Utilities | 794.96 | 0.00 | 0.00 | 0.00 | 0.00 | 794.96 |
| Warehouse Rent | 10,450.00 | 0.00 | 0.00 | 0.00 | 0.00 | 10,450.00 |
| Worker Compensation Insurance | 311.14 | 0.00 | 0.00 | 0.00 | 0.00 | 311.14 |
| Total Business Operation Expenses | 65,058.99 | (6,020.88) | 0.00 | 7,200.00 | 1,179.12 | 66,238.11 |

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|--|--------------------------------------|-----------------|-----------------|------------------|------------------------|-------------------|
| Receiver Fees & Expenses | | | | | | |
| Receiver Fees | | | | | | |
| Receiver | | | | | | |
| R. Evans | 38.25 | 0.00 | 0.00 | 0.00 | 0.00 | 38.25 |
| B. Kane | 27,195.30 | 271.35 | 1,447.20 | 482.40 | 2,200.95 | 29,396.25 |
| K. Johnson | 9,105.30 | 0.00 | 2,261.25 | 6,934.50 | 9,195.75 | 18,301.05 |
| V. Miller | 0.00 | 0.00 | 663.30 | 2,592.90 | 3,256.20 | 3,256.20 |
| A. Jen | 20,381.40 | 1,597.95 | 2,412.00 | 1,115.55 | 5,125.50 | 25,506.90 |
| Total Receiver | 56,720.25 | 1,869.30 | 6,783.75 | 11,125.35 | 19,778.40 | 76,498.65 |
| Senior & Accounting Staff | | | | | | |
| C. Callahan | 11,497.50 | 0.00 | 652.50 | 2,025.00 | 2,677.50 | 14,175.00 |
| C. DeCius | 4,473.00 | 396.00 | 297.00 | 477.00 | 1,170.00 | 5,643.00 |
| E. Roop | 6,952.50 | 0.00 | 0.00 | 0.00 | 0.00 | 6,952.50 |
| F. Jen | 81,193.95 | 0.00 | 0.00 | 0.00 | 0.00 | 81,193.95 |
| J. Dadbin | 2,321.00 | 38.50 | 110.00 | 1,518.00 | 1,666.50 | 3,987.50 |
| L. Lee | 21,346.20 | 0.00 | 0.00 | 0.00 | 0.00 | 21,346.20 |
| N. Wolf | 132.00 | 0.00 | 0.00 | 0.00 | 0.00 | 132.00 |
| N. Nafpliotis | 1,674.00 | 0.00 | 0.00 | 0.00 | 0.00 | 1,674.00 |
| T. Chung | 20,502.00 | 0.00 | 0.00 | 0.00 | 0.00 | 20,502.00 |
| Total Senior & Accounting Staff | 150,092.15 | 434.50 | 1,059.50 | 4,020.00 | 5,514.00 | 155,606.15 |
| Support Staff | 4,699.80 | 40.00 | 37.60 | 93.40 | 171.00 | 4,870.80 |
| Total Receiver Fees | 211,512.20 | 2,343.80 | 7,880.85 | 15,238.75 | 25,463.40 | 236,975.60 |
| Receiver Expenses | | | | | | |
| Bonanza Investigations, Inc. | 15,130.00 | 0.00 | 0.00 | 0.00 | 0.00 | 15,130.00 |
| Computer Software & Hardware | 663.45 | 0.00 | 0.00 | 0.00 | 0.00 | 663.45 |
| Information Search Costs | 1,375.70 | 0.00 | 0.00 | 0.00 | 0.00 | 1,375.70 |
| Locksmith Services | 1,449.60 | 0.00 | 0.00 | 0.00 | 0.00 | 1,449.60 |
| Postage & Delivery | 748.27 | 0.49 | 22.89 | 83.41 | 106.79 | 855.06 |
| Travel Expenses | 1,184.96 | 0.00 | 0.00 | 0.00 | 0.00 | 1,184.96 |
| Website Support | 962.61 | 31.05 | 31.05 | 0.00 | 62.10 | 1,024.71 |
| Total Receiver Expenses | 21,514.59 | 31.54 | 53.94 | 83.41 | 168.89 | 21,683.48 |

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|---|--------------------------------------|------------------|------------------|------------------|------------------------|----------------------------|
| Legal Fees & Costs | | | | | | |
| Legal Fees | 191,296.00 | 9,630.00 | 19,187.50 | 14,228.50 | 43,046.00 | 234,342.00 |
| Legal Costs | 3,244.71 | 475.67 | 208.76 | 25.00 | 709.43 | 3,954.14 |
| Total Legal Fees & Costs | <u>194,540.71</u> | <u>10,105.67</u> | <u>19,396.26</u> | <u>14,253.50</u> | <u>43,755.43</u> | <u>238,296.14</u> |
| Total Receiver Fees & Expenses | <u>427,567.50</u> | <u>12,481.01</u> | <u>27,331.05</u> | <u>29,575.66</u> | <u>69,387.72</u> | <u>496,955.22</u> |
| Total Expenses | <u>492,626.49</u> | <u>6,460.13</u> | <u>27,331.05</u> | <u>39,106.65</u> | <u>72,897.83</u> | <u>565,524.32</u> |
| Distribution to FTC | 0.00 | 0.00 | 5,000,000.00 | 0.00 | 5,000,000.00 | 5,000,000.00 |
| Fund Balance | <u><u>7,107,590.03</u></u> | | | | | <u><u>2,524,270.66</u></u> |