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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.

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

NOTICE OF HEARING ON  
PERMANENT RECEIVER ROBB  
EVANS & ASSOCIATES LLC'S  
MOTION FOR AN ORDER (1)  
EXTENDING THE RECEIVER'S  
TERM; (2) AUTHORIZING THE  
RECEIVER TO ABANDON  
CERTAIN REAL PROPERTY; AND  
(3) EXCUSING THE RECEIVER  
FROM TAKING TITLE TO REAL  
PROPERTY ASSETS OF THE  
RECEIVERSHIP DEFENDANTS  
AND GRANTING RELATED RELIEF

Hearing:

Date: June 6, 2016

Time: 1:30 p.m.

Place: Courtroom 15, Spring Street

Judge: Hon. Percy Anderson

1 PLEASE TAKE NOTICE that on June 6, 2016, commencing at 1:30 p.m., or as  
2 soon thereafter as the parties may be heard in Courtroom 15 of the above-entitled Court  
3 located at 312 North Spring Street, Los Angeles, California 90012, Robb Evans &  
4 Associates LLC, the Permanent Receiver in the above-entitled action ("Receiver"), will  
5 and hereby does move the Court for an order:

6 (1) extending the Receiver's term under the Court's Stipulated Order for  
7 Permanent Injunction and Monetary Judgment (Dkt. No. 171) ("Stipulated Judgment")  
8 and the Court's Default Judgment (Dkt. No. 179) ("Default Judgment") through and  
9 including August 31, 2016, without prejudice to any subsequent request for a further  
10 extension of the Receiver's term;

11 (2) authorizing the Receiver to abandon the real property commonly known as  
12 4440 Sandy River Drive #43, Las Vegas, Nevada ("Las Vegas Property");

13 (3) excusing the Receiver from any obligation under the Stipulated Judgment, the  
14 Default Judgment, or otherwise, to take legal or equitable title to any real property  
15 assets of the Receivership Defendants;<sup>1</sup> and

16 (4) authorizing the Receiver to execute any documents or instruments necessary  
17 to transfer title to real property assets of the Receivership Defendants sold by the  
18 Receiver pursuant to the Stipulated Judgment or the Default Judgment.

19 The basis for the request for an extension of the Receiver's term is that, although  
20 the Receiver has made significant progress in its duties since entry of the Stipulated  
21 Judgment on February 2, 2016, the Receiver requires additional time to liquidate the  
22 assets of the Receivership Defendants and complete the other tasks required by the  
23 Stipulated Judgment and the Default Judgment. The basis for the Receiver's request for

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24  
25 <sup>1</sup> The Stipulated Judgment defines the term "Receivership Defendants" to mean  
26 Sale Slash LLC, Purists Choice LLC, their successors and assigns, and any subsidiaries,  
27 affiliates, divisions, or business names created or used by these entities, including  
28 without limitation Optim Products LLC, Apex Customer Care LLC, Penway LLC, and  
Renvee LLC.

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1 authorization to abandon the Las Vegas Property is that the Receiver has determined  
2 that there is no equity for the receivership estate in the Las Vegas Property.

3 Finally, the Receiver seeks relief from any obligation to take title to real property  
4 assets of the Receivership Defendants because the Receiver is concerned that the  
5 receivership estate could incur tort or other liability if the Receiver takes title to the real  
6 property assets (i.e., "steps into the chain of title"). In a related vein, the Receiver  
7 requests that the Court specifically authorize the Receiver to execute any documents or  
8 instruments necessary to transfer title to the real property assets sold by the Receiver  
9 because the Receiver is concerned that the absence of such an order may impair the  
10 marketability of the real property assets (if, for example, a title insurance company  
11 refuses to insure the title of a property purchaser because the Receiver is not on title to  
12 the property proposed to be sold).

13 PLEASE TAKE FURTHER NOTICE that this Motion is based upon the Notice  
14 of Motion and Motion, Memorandum of Points and Authorities and Declaration of  
15 Brick Kane, all filed herewith; the pleadings, records, and files of this case of which the  
16 Receiver requests the Court take judicial notice; and any other pleadings, oral or  
17 documentary evidence, or arguments of counsel as may be presented by the Receiver at  
18 or before the time of the hearing on the Motion.

19 PLEASE TAKE FURTHER NOTICE that a copy of the Notice of Motion and  
20 Motion, and the accompanying Memorandum of Points and Authorities and Declaration  
21 of Brick Kane, are posted and may be reviewed on the Receiver's website at  
22 <http://www.robbevans.com/find-a-case/casepage/sale-slash-LLC-et-al-receiver>. Copies  
23 will be provided to any interested party upon receipt of a written request sent to Robb  
24 Evans & Associates LLC, 11450 Sheldon Street, Sun Valley, California 91352;  
25 Telephone: (818) 768-8100; Facsimile: (818) 768-8802.

26 PLEASE TAKE FURTHER NOTICE that this Motion is made following the  
27 conference of counsel pursuant to Local Rule 7-3. On April 22, 2016, the Receiver's  
28 counsel sent an e-mail to Matthew Wernz, counsel for Plaintiff Federal Trade

1 Commission ("FTC") in this action, and Karl Kronenberger and Ginny Sanderson of  
2 Kronenberger Rosenfeld, LLP, counsel for the Defendants who have appeared in this  
3 action, summarizing the Receiver's request for an extension of the Receiver's term and  
4 asking counsel to express their clients' respective positions on such request. On April  
5 22, 2016, Mr. Wernz indicated that the FTC has no opposition to such request. On  
6 April 25, 2016, Ms. Sanderson indicated that her clients reserve the right to oppose the  
7 Motion.

8 DATED: May 2, 2016

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

By: /s/ Craig A. Welin

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CRAIG A. WELIN  
Attorneys for Permanent Receiver, ROBB  
EVANS & ASSOCIATES LLC

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