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6 Attorneys for Permanent Receiver,
ROBB EVANS

7
8 **UNITED STATES DISTRICT COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**

10
11 FEDERAL TRADE COMMISSION,

12 Plaintiff,

13 v.

14 TREK ALLIANCE, INC., et al.,

15 Defendants.

CASE NO. CV 02-9270 DSF (AJWX)

NOTICE OF MOTION AND MOTION FOR ORDER: (1) APPROVING AND AUTHORIZING RECEIVER'S FEES AND COSTS FROM NOVEMBER 1, 2003 THROUGH TERMINATION OF RECEIVERSHIP; (2) AUTHORIZING PAYMENT TO CLOSE AND SETTLE AFFAIRS OF ESTATE; AND (3) GRANTING RELIEF FROM LOCAL RULE 66-7 PERTAINING TO NOTICE TO CERTAIN CREDITORS; MEMORANDUM OF POINTS AND AUTHORITIES AND DECLARATIONS OF KENTON JOHNSON AND GARY OWEN CARIS IN SUPPORT THEREOF

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21 DATE: June 12, 2006
22 TIME: 1:30 p.m.
23 PLACE: Courtroom 840
Roybal Federal Building

24 TO: DEFENDANTS AND THEIR ATTORNEYS OF RECORD,
25 PLAINTIFF FEDERAL TRADE COMMISSION AND TO CREDITORS:

26 PLEASE TAKE NOTICE that on June 12, 2006, at 1:30 p.m., or as soon
27 thereafter as counsel may be heard in Courtroom 840 of the above-referenced Court
28 located at 255 East Temple Street, Los Angeles, California, permanent receiver

1 Robb Evans (“Receiver”) will move this Court for an order: (1) approving and
2 authorizing payment of receivership expenses incurred for the period from
3 November 1, 2003 through the close and termination of the receivership (“Expense
4 Period”), including payment of the fees of the Receiver, the Receiver’s deputies,
5 agents, staff and professionals, and reimbursement of costs incurred during the
6 Expense Period in the total sum of \$63,406.84; (2) authorizing a payment of
7 \$15,844 to close and settle the affairs of the Estate, including fees and expenses
8 incurred for the period from April 1, 2006; and (3) granting relief from Local Rule
9 66-7 pertaining to the giving of notice to certain creditors of the receivership estate,
10 whereby written notice to potential consumer claimants need not be given. The
11 fees and expenses of the Receiver and his staff total \$23,561.57 during the Expense
12 Period and his legal fees and expenses, including both his in-house and outside
13 counsel, total \$39,845.27 during the Expense Period.

14 This motion is made pursuant to Local Civil Rule L.R. 66-7 of the United
15 States District Court for the Central District of California. It is based on this notice,
16 the memorandum of points and authorities and declarations of Kenton Johnson and
17 Gary Owen Caris filed concurrently herewith, and upon all documents, records and
18 files in this action, and such oral and documentary evidence as may be presented at
19 or before the time of the hearing on this motion.

20 PLEASE TAKE FURTHER NOTICE that this Motion is posted on the
21 Receiver’s website at www.robbevans.com.html.trekalliance.html, where it may be
22 reviewed in its entirety. Copies of this Motion will be provided to any interested

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1 party upon receipt of a written request which may be sent to: Robb Evans &
2 Associates LLC, Attn: Cherrie Eustaquio, 11450 Sheldon Street, Sun Valley, CA
3 91352-1121; Telephone (818) 768-8100; Facsimile: (818) 768-8802.

4
5 Dated: May ____, 2006

Respectfully submitted,
MCKENNA LONG & ALDRIDGE LLP

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8 By: _____
9 Gary Owen Caris
10 Lesley Anne Hawes
11 Attorneys for Permanent Receiver,
12 **ROBB EVANS**

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I.**

3 **INTRODUCTION**

4 The Federal Trade Commission (“FTC”) commenced this action against
5 Defendants Trek Alliance, Inc., Trek Education Corporation, and VonFlagg
6 Corporation (“Receivership Defendants”), as well as against Jeffrey Kale Flagg,
7 Richard Von Alvensleben, Tiffani Von Alvensleben, and Harry Flagg, who are
8 alleged to have unlawfully sold and/or marketed the right to participate in
9 Corporate Defendants’ multi-level marketing program in violation of the Federal
10 Trade Commission Act. The Receiver was originally appointed temporary receiver
11 by this Court for the Receivership Defendants pursuant to the Temporary
12 Restraining Order filed on December 10, 2002 (“TRO”). On June 24, 2003, the
13 Receiver was subsequently confirmed as Permanent Receiver, pursuant to the
14 Preliminary Injunction with Asset Freeze, Appointment of a Permanent Receiver,
15 and Other Equitable Relief (“Preliminary Injunction”). On December 13, 2005, the
16 Court entered its Stipulated Final Order for Permanent Injunction and Other
17 Equitable Relief against the Receivership Defendants (“Final Order”).

18 The Court has previously approved the Receiver’s Initial Report filed
19 December 12, 2002, his Supplement to Initial Report filed December 19, 2002, his
20 Second Supplement to Initial Report filed January 31, 2003, and his Second Report
21 filed April 3, 2003. In an order dated May 12, 2003, the Court also approved for
22 payment the fees and expenses incurred by the Receiver, his staff, and his counsel
23 from the inception of the receivership on December 10, 2002 through March 31,
24 2003. On December 4, 2003, the Receiver filed its Third Report and sought
25 approval for the payment of fees and expenses from April 1, 2003 through October
26 31, 2003, which the Court granted on February 4, 2004.

1 II.
2 **THE RECEIVER SEEKS APPROVAL FOR THE FINAL PAYMENT**
3 **OF THE FEES AND EXPENSES OF THE RECEIVER, THE**
4 **RECEIVER'S STAFF AND THE RECEIVER'S COUNSEL FOR THE**
5 **PERIOD FROM NOVEMBER 1, 2003 THROUGH THE**
6 **TERMINATION OF THE RECEIVERSHIP**

7 The Receiver seeks approval and authority for payment of the fees and
8 expenses of the Receiver, the Receiver's staff and the Receiver's counsel for the
9 period from November 1, 2003 through the close or termination of the receivership.
10 Attached as Exhibit 1 hereto is a spreadsheet reflecting Liquidating Income and
11 Expenses, and Funds Balance. The fees and costs of the Receiver for which
12 approval is requested are specified in the summary entitled "Receipts and Expenses
13 by Month" attached hereto as Exhibit 2. The fees of the Receiver are then itemized
14 by the Receiver's fees (Exhibit 3 hereto), and senior staff fee claims (Exhibit 4
15 hereto). The fees and expenses of the Receiver's outside counsel, Frandzel Robins
16 Bloom & Csato, L.C. ("Frandzel Firm") and McKenna Long & Aldridge LLP
17 ("McKenna Firm"),¹ are attached hereto as Exhibits 5 and 6, respectively. As
18 specified in detail in Exhibits 1 through 6 hereto, the Receiver has incurred
19 \$63,406.84 in fees and expenses for the Expense Period, comprised of Receiver's
20 fees and expenses of \$23,561.57 and legal fees and costs of \$39,845.27, including
21 both his in-house and outside counsel. In addition, the Receiver anticipates that it
22 will require \$15,844 to settle the affairs of the estate, including fees and expenses
23 incurred for the period from April 1, 2006 to the present.

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27 ¹ On January 30, 2006, principal counsel for the Receiver, Gary Owen Caris
28 and Lesley Anne Hawes, formerly of the Frandzel Firm, joined the McKenna Firm.
The billing rates for both attorneys, however, remains unchanged in this matter.

1 **A. Services of Receiver**

2 During the Expense Period, the Receiver in his capacity as Special Master
3 reviewed defendants' attorneys fees.² From January 2005 forward, because of
4 pending motions and a dispute concerning the availability of other personal income,
5 the Receiver was not approving any payments of legal bills from frozen personal
6 funds. This led to a dispute with defendants' counsel and necessitated extensive
7 communications between the Receiver and his counsel as well as the parties. In
8 addition, in his capacity as Receiver, the Receiver and his staff performed the
9 following services during the Expense Period, among other things: (1) drafted and
10 prepared two Reports; (2) negotiated the final settlement agreement between the
11 FTC and the Receivership Defendants; (3) prepared for and attended various
12 hearings, status conferences, and meetings; (4) responded to periodic requests for
13 information and documents from the parties; (5) engaged a Certified Public
14 Accountant to prepare income tax returns; (6) researched and addressed tax
15 compliance issues; (7) performed bank account reconciliations; and (8) researched
16 and analyzed computer data from the Receivership Defendants.

17 **B. Services of Receiver's Counsel**

18 During the Expense Period, outside counsel for the Receiver, the Frandzel
19 Firm and McKenna Firm, performed, among other things, the following activities:
20 (1) analyzed potential insurance issues under D&O policies; (2) analyzed sales tax
21 issues; (3) prepared a motion seeking approval of the Receiver's Third Report and
22 authorizing payment for professional fees and expenses incurred during the
23 previous period; (4) negotiated the final settlement agreement between the FTC and
24 the Receivership Defendants and revised the relevant settlement documentation;

25 _____
26 ² The Receiver is filing and serving concurrently herewith its Motion for
27 Order: (1) Approving Receiver's Final Report and Accounting as of March 31,
28 2006; (2) Discharging the Receiver; (3) Relieving the Receiver of All Duties,
Liabilities, and Responsibilities; (4) Exonerating the Receiver's Bond; and (5)
Granting Relief from Local Rule 66-7 Pertaining to Notice to Creditors.

1 and (5) prepared for and attended various hearings and status conferences,
2 including hearings on motions to hold certain of the Individual Defendants in
3 contempt, dissolve the asset freeze, and to approve the Receiver's Third Report.

4 The Receiver submits that his fees and costs and those of his professionals
5 for the work performed during this 2 1/2 year Expense Period are reasonable and
6 should be approved and authorized for payment in their entirety.

7 In addition, as set forth in the Receiver's Motion for Order Approving Final
8 Report, the Receiver seeks to finalize the affairs of the receivership estate and
9 submit its request for termination of the receivership and discharge pursuant to the
10 Stipulated Final Order for Permanent Injunction and Other Equitable Relief against
11 the Receivership Defendants ("Final Order") entered on December 13, 2005. In
12 terminating the receivership, the Receiver estimates that it will require \$15,844 to
13 settle the affairs of the estate following the discharge and termination of the
14 receivership, including fees and expenses incurred for the period from April 1, 2006
15 not included in the accompanying time records. Any unearned funds remaining
16 from this amount will be returned to FTC within 30 days after the Estate has closed.

17 III.

18 **THE RECEIVER REQUESTS THAT THIS MOTION BE**
19 **GRANTED WITHOUT REQUIRING THE RECEIVER TO**
20 **GIVE WRITTEN NOTICE TO POTENTIAL CONSUMER**
21 **CLAIMANTS**

22 Court approval of the Receiver's actions and requests is consistent with
23 federal receivership practice as required by Federal Rule of Civil Procedure,
24 Rule 6b. *See*, 2 Clark on Receivers, § 383.1 (3d ed. 1959). The Court has wide
25 latitude in supervising the Receiver and may provide for the administration of the
26 receivership as it deems appropriate. 13 *Moore's Federal Practice*, § 66.06[4][a]
27 (Matthew Bender 3d ed. 2002).

1 The Receiver requests that this Motion be granted without requiring the
2 Receiver to give written notice to certain creditors pursuant to Local Rule 66-7.
3 Local Rule 66-7 applies to the following: (a) petitions for payment of dividends to
4 creditors; (b) petitions for confirmation of sales of real property and personal
5 property; (c) reports of the Receiver; (d) applications for instructions concerning
6 administration of the estate; (e) applications for discharge of the Receiver; and
7 (f) applications for fees and expenses of the Receiver, the attorney for the Receiver
8 and any other person appointed to aid the Receiver (collectively referred to as “Rule
9 66-7 Motions”).

10 Local Rule 66-7 requires that all “known” creditors of the Receivership
11 Defendants receive notice by mail of all Rule 66-7 Motions. In this case, there are
12 at least 38,688 potential consumer claimants who were distributors of the
13 Receivership Defendants and who are potential creditors in this case. If the
14 Receiver is required to give notice to all these potential creditors, such a
15 requirement would be burdensome, time consuming and unduly expensive for the
16 receivership estate, including substantial photocopying and postage costs. The
17 estate is without funds to pay such expenses.

18 Based on the foregoing, the Receiver seeks an order providing that the notice
19 requirement for the hearing on this Motion shall be deemed satisfied if notice is
20 given by serving notice on: (a) all parties to this action; (b) all known vendor
21 creditors and taxing agencies; (c) all parties who have served the Receiver with a
22 written request for notice; and (d) all parties who have requested a copy of the
23 Motion in writing directed to: Robb Evans & Associates LLC, Attn: Cherrie
24 Eustaquio, 11450 Sheldon Street, Sun Valley, CA 91352-1121; Telephone: (818)
25 768-8100; Facsimile: (818) 768-8802. The Receiver will post this Motion on the
26 receivership website at www.robbevans.com/html/trekalliance.html, allowing all
27 interested parties an opportunity to review the Motion and to submit a written
28 request for service thereof. This procedure for limited notice is reasonable in light

1 of the large number of potential consumers, and provides adequate notice while
2 allowing for efficient, cost-effective administration of the receivership estate.

3 There is ample authority for approval of the scope and method of limited
4 notice as set forth above. Local Rule 66-7 provides that the provisions of Local
5 Rule 6-1 apply to notice of Rule 66-7 Motions. Local Rule 6-1 in turn provides for
6 the filing and service of written notices of motion “unless otherwise provided by
7 rule or ordered by the Court.” This Court, as a court of equity supervising the
8 receivership estate, may make appropriate administrative orders governing the
9 receivership, including limitations on and changes in notice and other procedures.
10 See F.R. Civ. P. 5(a) and (c) (authorizing the court to modify service procedures
11 when numerous defendants are involved in litigation).

12 Pursuant to Local Rule 66-8, a receiver is directed to administer receivership
13 estates “as nearly as possible in accordance with the practice in administration of
14 estates of bankruptcy.” Orders limiting notice when the Bankruptcy Code or Rules
15 would otherwise require notice to all creditors are routinely granted in bankruptcy
16 cases to promote the expeditious and economical administration of bankruptcy
17 estates. See *In re First Alliance Mortgage Co.*, 269 B.R. 428, 442 (C.D. Cal. 2001)
18 (referencing in *dicta* in the court’s recitation of facts the bankruptcy court’s order
19 limiting notice issued in that case); 11 U.S.C. § 102(1)(A) (defining the phrase
20 “after notice and a hearing” to mean “after such notice as is appropriate in the
21 particular circumstances, and such opportunity for hearing as is appropriate in the
22 particular circumstances”); 11 U.S.C. § 105(a) and (s) (granting broad equitable
23 powers to the court to issue orders “necessary or appropriate to carry out the
24 provisions” of title 11 including “prescribing such limitations and conditions as the
25 court deems appropriate to ensure the case is handled expeditiously and
26 economically”); and F.R. Bankr. P. 2002(m) (authorizing the court to enter “orders
27 designating the matters in respect to which, the entity to whom, and the form and
28 manner in which notices shall be sent except as otherwise provided by these rules”).

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IV.

CONCLUSION

For the foregoing reasons, the Receiver respectfully requests that the Court grant this motion and issue an order:

- (1) approving and authorizing payment of receivership expenses incurred for the period from November 1, 2003 through the close and termination of the receivership, including payment of the fees of the Receiver, the Receiver’s deputies, agents, staff and professionals, and reimbursement of costs incurred during the Expense Period in the total sum of \$63,406.84;
- (2) authorizing a payment of \$15,844 to close and settle the affairs of the Estate, including fees and expenses incurred for the period from April 1, 2006; and
- (3) granting relief from Local Rule 66-7 pertaining to the giving of notice to certain creditors of the receivership estate, whereby written notice to potential consumer claimants need not be given.

Dated: May __, 2006

Respectfully submitted,

MCKENNA LONG & ALDRIDGE LLP

By: _____

Gary Owen Caris
Lesley Anne Hawes

Attorneys for Permanent Receiver,
ROBB EVANS

1 Firm”) and McKenna Long & Aldridge LLP (“McKenna Firm”), are attached
2 hereto as Exhibits 5 and 6, respectively. As specified in detail in Exhibits 1 through
3 6 hereto, the Receiver has incurred \$63,406.84 in fees and expenses for the Expense
4 Period, comprised of Receiver’s fees and expenses of \$23,561.57 and legal fees and
5 costs of \$39,845.27, including both his in-house and outside counsel. In addition,
6 the Receiver anticipates that it will require \$15,844 to settle the affairs of the estate
7 following the discharge and termination of the receivership, including fees and
8 expenses incurred for the period from April 1, 2006.

9 4. During the Expense Period, the Receiver in his capacity as Special
10 Master reviewed defendants’ attorneys fees. From January 2005 forward, because
11 of pending motions and a dispute concerning the availability of other personal
12 income, the Receiver was not approving any payments of legal bills from frozen
13 personal funds. This led to a dispute with defendants’ counsel and necessitated
14 extensive communications between the Receiver and his counsel as well as the
15 parties. In addition, in his capacity as Receiver, the Receiver and his staff
16 performed the following services during the Expense Period, among other things:
17 (1) drafted and prepared two Reports; (2) negotiated the final settlement agreement
18 between the FTC and the Receivership Defendants; (3) prepared for and attended
19 various hearings, status conferences, and meetings; (4) responded to periodic
20 requests for information and documents from the parties; (5) engaged a Certified
21 Public Accountant to prepare income tax returns; (6) researched and addressed tax
22 compliance issues; (7) performed bank account reconciliations; and (8) researched
23 and analyzed computer data from the Receivership Defendants.

24 I declare under penalty of perjury that the foregoing is true and correct and
25 that this declaration was executed on May ____, 2006 at Sun Valley, California.
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28 _____
KENTON JOHNSON

1 **DECLARATION OF GARY OWEN CARIS**

2 I, Gary Owen Caris, declare:

3 1. I am an attorney at law duly licensed to practice before all courts of the
4 State of California and the United States District Court for the Central District of
5 California, and a partner of McKenna Long & Aldridge LLP (“McKenna Firm”)
6 and a former member of Frandzel Robins Bloom & Csato, L.C. (“Frandzel Firm”),
7 the attorneys for Robb Evans & Associates LLC (“Receiver”). I have been the
8 attorney primarily responsible for assisting the Receiver since his appointment as
9 temporary receiver in December 2002, pursuant to the Court’s TRO. I have
10 personal knowledge of the matters set forth in this declaration, and if I were called
11 upon to testify as to these matters, I could and would competently testify based
12 upon my own personal knowledge.

13 2. Attached hereto as Exhibits 5 and 6 are billing summaries reflecting
14 the services rendered, time spent and costs incurred by the Frandzel Firm and
15 Mckenna Firm pertaining to this matter for the period from November 1, 2003
16 through March 30, 2006, with descriptions redacted where appropriate to preserve
17 the attorney-client privilege and attorney-work product privileges or to otherwise
18 protect the Receiver and the estate from inappropriate disclosures. Attorneys’ fees
19 incurred by those firms during this time period total \$37,223.00, and costs incurred
20 in that period total \$2,622.27.

21 3. During the Expense Period, the Frandzel Firm and McKenna Firm,
22 performed, among other things, the following activities: (1) analyzed potential
23 insurance issues under D&O policies; (2) analyzed sales tax issues; (3) prepared a
24 motion seeking approval of the Receiver’s Third Report and authorizing payment
25 for professional fees and expenses incurred during the previous period; (4)
26 negotiated the final settlement agreement between the FTC and the Receivership
27 Defendants and revised the relevant settlement documentation; and (5) prepared for
28 and attended various hearings and status conferences, including hearings to hold

1 certain of the Individual Defendants in contempt, to dissolve the asset freeze, and to
2 approve the Receiver's Third Report.

3 4. I am familiar with the methods and procedures used to create, record
4 and maintain billing records for clients of both firms. The billing summaries
5 attached hereto as Exhibits 5 and 6 are prepared from computerized time records
6 prepared contemporaneously with the services rendered by each attorney and
7 paralegal billing time to this matter. These computerized records are prepared in
8 the ordinary course of business by the attorneys and paralegals employed by the
9 firms who have a business duty to accurately record their time spent and services
10 rendered on the matters on which they perform work. The time records are
11 transferred into a computerized billing program which generates monthly invoices
12 under the supervision of the firms' accounting departments. Based upon my
13 experience with these firms, I believe the firms' methods and procedures for
14 recording and accounting for time and services for its clients are reliable and
15 accurate.

16 5. This motion has been served on all parties to the action. Furthermore,
17 notice of this motion has been served on all known vendor creditors and taxing
18 agencies.

19 6. I am advised that there are not less than 38,688 potential consumer
20 claimants who were distributors of the Receivership Defendants and who are
21 potential creditors in this case. If the Receiver is required to give notice to all these
22 potential creditors, such a requirement would be burdensome, time consuming and
23 unduly expensive for the receivership estate, including substantial photocopying
24 and postage costs. The estate is without funds to pay such expenses.

25 7. A copy of this Motion is posted on the Receiver's website at
26 www.robbevans.com/html/trekalliance.html, where it may be reviewed in its
27 entirety. Copies of this Motion will be provided to any interested party upon
28 receipt of a written request which may be sent to: Robb Evans & Associates LLC,

1 Attn: Cherrie Eustaquio, 11450 Sheldon Street, Sun Valley, CA 91352-1121;
2 telephone: (818) 768-8100; facsimile: (818) 768-8802.

3 I declare under penalty of perjury that the foregoing is true and correct and
4 that this declaration was executed on May ____, 2006 at Los Angeles, California.

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GARY OWEN CARIS

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PROOF OF SERVICE BY MAIL

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the aforesaid county, State of California; I am over the age of 18 years and not a party to the within action; my business address is **444 South Flower Street, Los Angeles, California 90071.**

On May 19, 2006, I served the **NOTICE OF MOTION AND MOTION FOR ORDER: (1) APPROVING AND AUTHORIZING RECEIVER'S FEES AND COSTS FROM NOVEMBER 1, 2003 THROUGH TERMINATION OF RECEIVERSHIP; (2) AUTHORIZING PAYMENT TO CLOSE AND SETTLE AFFAIRS OF ESTATE; AND (3) GRANTING RELIEF FROM LOCAL RULE 66-7 PERTAINING TO NOTICE TO CERTAIN CREDITORS; MEMORANDUM OF POINTS AND AUTHORITIES AND DECLARATIONS OF ROBB EVANS AND GARY OWEN CARIS IN SUPPORT THEREOF** on the interested parties in this action by placing the **true copy**/original thereof, enclosed in a sealed envelope, postage prepaid, addressed as follows:

SEE ATTACHED SERVICE LIST.

I am readily familiar with the business practice of my place of employment in respect to the collection and processing of correspondence, pleadings and notices for mailing with United States Postal Service.

The foregoing sealed envelope was placed for collection and mailing this date consistent with the ordinary business practice of my place of employment, so that it will be picked up this date with postage thereon fully prepaid at Los Angeles, California, in the ordinary course of such business.

(STATE) I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

(FEDERAL) I declare under penalty of perjury that the foregoing is true and correct, and that I am employed at the office of a member of the bar of this Court at whose direction the service was made.

Executed on May 19, 2006 at Los Angeles, California.

Signature

Pamela A. Coates
Print Name

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PROOF OF SERVICE BY PERSONAL DELIVERY

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the aforesaid county, State of California; I am over the age of 18 years and not a party to the within action; my business address is **Ace Messenger and Attorney Service, Inc., 811 Wilshire Blvd., Suite 900, Los Angeles, CA 90071.**

On _____, I served the **NOTICE OF MOTION AND MOTION FOR ORDER: (1) APPROVING AND AUTHORIZING RECEIVER’S FEES AND COSTS FROM NOVEMBER 1, 2003 THROUGH TERMINATION OF RECEIVERSHIP; (2) AUTHORIZING PAYMENT TO CLOSE AND SETTLE AFFAIRS OF ESTATE; AND (3) GRANTING RELIEF FROM LOCAL RUL** on the interested parties in this action by placing the **true copy**/original thereof by hand to the addressee hereinbelow described:

SEE ATTACHED SERVICE LIST.

(STATE) I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

(FEDERAL) I declare under penalty of perjury that the foregoing is true and correct, and that I have been employed by an office of a member of the bar of this Court at whose direction the service was made.

Executed on _____.

Signature

Print Name

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PROOF OF SERVICE BY FEDERAL EXPRESS

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the aforesaid county, State of California; I am over the age of 18 years and not a party to the within action; my business address is **444 South Flower Street, Los Angeles, California 90071.**

On _____, I served the **NOTICE OF MOTION AND MOTION FOR ORDER: (1) APPROVING AND AUTHORIZING RECEIVER’S FEES AND COSTS FROM NOVEMBER 1, 2003 THROUGH TERMINATION OF RECEIVERSHIP; (2) AUTHORIZING PAYMENT TO CLOSE AND SETTLE AFFAIRS OF ESTATE; AND (3) GRANTING RELIEF FROM LOCAL RUL** on the interested parties in this action by placing the **true copy**/original thereof, enclosed in a sealed envelope, all charges paid, addressed as follows:

SEE ATTACHED SERVICE LIST.

I am readily familiar with the business practice of my place of employment in respect to the collection and processing of correspondence, pleadings and notices for pick up and delivery by Federal Express.

The foregoing sealed envelope was placed for pick up and delivery this date consistent with the ordinary business practice of my place of employment, so that it will be picked up this date with all charges thereon fully paid with Federal Express at Los Angeles, California, in the ordinary course of such business.

- (STATE) I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.
- (FEDERAL) I declare under penalty of perjury that the foregoing is true and correct, and that I am employed at the office of a member of the bar of this Court at whose direction the service was made.

Executed on _____, at Los Angeles, California.

Signature

Print Name

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PROOF OF SERVICE BY MAIL AND FACSIMILE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the aforesaid county, State of California; I am over the age of 18 years and not a party to the within action; my business address is **444 South Flower Street, Los Angeles, California 90071.**

On _____, I served the **NOTICE OF MOTION AND MOTION FOR ORDER: (1) APPROVING AND AUTHORIZING RECEIVER’S FEES AND COSTS FROM NOVEMBER 1, 2003 THROUGH TERMINATION OF RECEIVERSHIP; (2) AUTHORIZING PAYMENT TO CLOSE AND SETTLE AFFAIRS OF ESTATE; AND (3) GRANTING RELIEF FROM LOCAL RUL** on the interested parties in this action via facsimile transmission at the respective telefax number and by placing the **true copy**/original thereof, and enclosed in a sealed envelope, postage prepaid, addressed as follows:

SEE ATTACHED SERVICE LIST.

(X) BY MAIL

I am readily familiar with the business practice of my place of employment in respect to the collection and processing of correspondence, pleadings and notices for mailing with United States Postal Service.

The foregoing sealed envelope was placed for collection and mailing this date consistent with the ordinary business practice of my place of employment, so that it will be picked up this date with postage thereon fully prepaid at Los Angeles, California, in the ordinary course of such business.

(X) VIA FACSIMILE TRANSMISSION

I caused all the pages of the above entitled document to be sent to the recipients noted on the attached service list via facsimile transmission (FAX) at the respective telefax numbers.

- (STATE)** I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.
- (FEDERAL)** I declare under penalty of perjury that the foregoing is true and correct, and that I am employed at the office of a member of the bar of this Court at whose direction the service was made.

Executed on _____.

Signature

Print Name