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ROBB EVANS & ASSOCIATES LLC

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7
8 UNITED STATES DISTRICT COURT
9 CENTRAL DISTRICT OF CALIFORNIA

10 NATIONSTAR MORTGAGE LLC,
11 Plaintiff,

12 v.

13 PATRICK JOSEPH SORIA, et al.,
14
15 Defendants.
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Case No. 2:18-cv-03041 DSF (RAOx)

**NOTICE OF MOTION AND
MOTION FOR ORDER APPROVING
AND AUTHORIZING PAYMENT OF
RECEIVER'S AND
PROFESSIONAL'S FEES AND
COSTS FROM MAY 1, 2019
THROUGH JANUARY 31, 2020;
MEMORANDUM OF POINTS AND
AUTHORITIES AND
DECLARATION OF GARY OWEN
CARIS IN SUPPORT THEREOF**

**[SUPPORTING DECLARATION OF
BRICK KANE FILED
CONCURRENTLY HEREWITH]**

Date: May 18, 2020
Time: 1:30 p.m.
Courtroom: 7D

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25 **TO: ALL PARTIES AND THEIR COUNSEL OF RECORD AND TO**
26 **CREDITORS OF THE RECEIVERSHIP ESTATE:**

27 **PLEASE TAKE NOTICE** that on May 18, 2020, at 1:30 p.m. in Courtroom
28 7D of the above-referenced Court, located at 350 West 1st Street, Los Angeles,

1 California 90012, the Permanent Receiver, Robb Evans & Associates LLC
2 (“Receiver”) will move the Court for an order approving and authorizing for
3 payment the receivership fees and costs incurred for the nine-month period from
4 May 1, 2019 through January 31, 2020 (“Fourth Expense Period”). The Receiver
5 specifically moves the Court for an order: (1) approving and authorizing for
6 payment the fees of the Receiver, the Receiver’s members, staff and professionals,
7 and reimbursement of costs, comprised of: (a) Receiver’s fees, including the
8 Receiver’s members and staff, of \$9,434.50 and Receiver’s costs of \$1,938.86, for a
9 total of \$11,373.36; and (b) Receiver’s counsel Barnes & Thornburg LLP’s
10 (“Barnes & Thornburg”) fees of \$56,071.25 and costs of \$1,592.34, for a total of
11 \$57,663.59; and (2) deeming notice of this Motion to be sufficient under Local
12 Rule 66-7 based on the service of this Motion on all parties and certain creditors of
13 the estate, but not on the thousands of potential consumers, lenders, loan servicers,
14 title insurers and other third parties who have been defrauded by the Receivership
15 Defendants.

16 **PLEASE TAKE FURTHER NOTICE** that this Motion is made pursuant to
17 Local Rules 7-4 and 66-7 and paragraph 6, page 21 of the Preliminary Injunction
18 which provides that the Receiver is to file with the Court and serve on the parties
19 periodic requests for the payment of reasonable compensation for the performance
20 of duties pursuant to the Preliminary Injunction and for the costs of actual out-of-
21 pocket expenses incurred by the Receiver from the assets of the Receivership
22 Defendants or Patrick Joseph Soria (“Soria”). This Motion is based upon this
23 Notice of Motion and Motion, the accompanying memorandum of points and
24 authorities and Declaration of Gary Owen Caris, the Declaration of Brick Kane
25 filed concurrently herewith, upon the pleadings, files and records of the Court in
26 this case of which the Receiver requests the Court take judicial notice, and such
27 other and further oral and documentary evidence as may be presented by the
28 Receiver at or prior to the hearing on this Motion.

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§ 172001

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2 Clark, Ralph Ewing, *A Treatise on the Law and Practice of Receivers* § 637 (3rd ed. Rev. 1992)8

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 This lawsuit was commenced by Nationstar Mortgage LLC (“Nationstar” or
4 “Plaintiff”) on April 11, 2018 with a Complaint for Permanent Injunction and
5 claims for relief based upon RICO violations, for cancellation of instruments,
6 violations of the California Business and Professions Code § 17200, violation of the
7 Lanham Act, for tortious interference with contractual relations, and for intentional
8 interference with prospective economic advantage. Plaintiff alleged and described
9 a fraudulent and criminal enterprise masterminded by Patrick Joseph Soria
10 (“Soria”) whereby Soria, and the various named entity Defendants he controlled,
11 hijacked thousands of mortgages and deeds of trust through the recordation of
12 phony assignment documentation, and recorded phony trustee’s deeds purporting to
13 take ownership of real property following purported, but fictitious, foreclosure
14 sales. Soria and the named entity Defendants fraudulently claimed to be helping
15 homeowners in financial distress by falsely claiming that they had taken ownership
16 of the homeowners’ real property-secured loans and induced these homeowners
17 into making payments to the Defendant entities instead of the actual lenders. Based
18 on information obtained and reviewed by the Plaintiff, there may be in excess of
19 2,300 affected properties nationwide as a result of Defendants’ scam.

20 The Receiver was appointed Temporary Receiver pursuant to the Court’s
21 Order Granting Plaintiff Nationstar Mortgage LLC’s *Ex Parte* Application for a
22 Temporary Restraining Order With Asset Freeze; Order to Show Cause Why
23 Preliminary Injunction Should Not Issue; Granting Nationstar Mortgage LLC’s *Ex*
24 *Parte* Application for an Appointment of Temporary Receiver and Other Equitable
25 Relief; and Order to Show Cause Why a Permanent Receiver Should Not Be
26 Appointed (Doc. 20) (“TRO”) issued on April 23, 2018. Under the TRO, the
27 Receiver was named Temporary Receiver over “Receivership Defendants” West
28 H&A, LLC; Warranted Effectuation of Substitute Transferee Inc.; Westwood

1 Legal; Westward Legal; Brighton Legal Group, PC; BLG PC National By Brighton
2 Legal Group, Inc.; Deutsche Mellon National Asset, LLC; Christiana Wilmington
3 Global Asset Corp.; HBSC US in its Capacity as Legal Title Holder Incorporated;
4 and Camden Legal Group, PC.

5 Thereafter, on May 1, 2018, while still Temporary Receiver, the Receiver
6 brought its *Ex Parte* Application for Order Modifying Temporary Restraining
7 Order and Order Appointing a Temporary Receiver (Doc. 29) (“Application to
8 Modify TRO”). In the Application to Modify TRO, the Receiver demonstrated that
9 Soria had failed to cooperate with the Receiver or to provide any information
10 necessary for the Receiver to begin the task of marshalling assets for Plaintiff and
11 other defrauded third parties. Soria refused to communicate with the Receiver, or
12 provide any information concerning the location of and access to electronic and
13 paper accounting records for the Receivership Defendants (as defined in the TRO),
14 the location of business operations for the Receivership Defendants, the locations of
15 and access to all electronic and paper records pertaining to consumers, and other
16 pertinent and critical information. The Receiver described Soria’s and the
17 Receivership Defendants’ pattern and practice of establishing a multiplicity of
18 confusing entities, for the apparent purpose of creating confusion and hiding assets.
19 The Application to Modify TRO therefore sought to expand the definition of
20 Receivership Defendants to include “any subsidiaries, affiliates, successors and
21 assigns of any of the foregoing, any entities owned or controlled by any of the
22 foregoing, any entities owned or controlled by Defendant Patrick Joseph Soria, any
23 fictitious business names created by or used by any of the foregoing, individually,
24 collectively, or in any combination, and the assets of Patrick Joseph Soria.” The
25 Court granted the Application to Modify TRO on May 1, 2018 pursuant to its Order
26 Granting *Ex Parte* Application for Order Modifying Temporary Restraining Order
27 and Order Appointing a Temporary Receiver (Doc. 30) (“Order Modifying TRO”).
28

1 On May 7, 2018, the Court entered the Preliminary Injunction, which defined
2 Receivership Defendants as that term was expanded in the Order Modifying TRO,
3 and made Robb Evans & Associates LLC the Permanent Receiver.

4 Pursuant to the Preliminary Injunction, the Receiver filed its initial request
5 for compensation on July 10, 2018 (Doc. 151). The Court granted the initial
6 request for compensation by Order entered August 27, 2018 (Doc. 205). The
7 Receiver filed its second request for compensation on November 16, 2018 (Doc.
8 293). The Court granted the second request for compensation, with minor
9 reductions in the allowed fees of the Receiver and its counsel, by Order entered
10 January 22, 2019 (Doc. 353). The Receiver filed its third request for compensation
11 on August 1, 2019 (Doc. 515). The Court granted the third request for
12 compensation by Order entered September 23, 2019 (Doc. 543). This Motion is the
13 fourth request for compensation and covers the nine-month period from May 1,
14 2019 through January 31, 2019 (“Fourth Expense Period”).

15 As evidenced by the detailed billing records which accompany the
16 Declaration of Brick Kane in support of the Motion, the Receiver was able to
17 significantly reduce the amount of time that was required to discharge its duties
18 during the Fourth Expense Period. Nevertheless, the Receiver still performed
19 various tasks which benefitted defrauded investors, loan servicers and consumers,
20 including reviewing and executing numerous documents which rescinded
21 fraudulent instruments recorded by the Receivership Defendants pursuant to Soria’s
22 fraudulent scheme, assisting Receiver’s counsel on various litigated matters,
23 communicating with defrauded consumers, lenders, loan servicers, realtors and
24 counsel for those various entities, and communicating with representatives of
25 several governmental agencies, including the Consumer Financial Protection
26 Bureau, the California Board of Equalization, the Federal Bureau of Investigation
27 and the Assistant United States Attorney.

28

1 While reducing the amount of time required for its services during the
2 Fourth Expense Period, the Receiver’s counsel, Barnes & Thornburg, still was
3 required to perform substantial and wide-ranging work during this nine-month
4 period, as set forth in the accompanying declaration of Gary Owen Caris. This
5 included handling several law and motion matters, making two Court appearances,
6 and reviewing and revising numerous rescission documents, including many
7 stipulations for the rescission of fraudulent instruments and proposed orders
8 approving the stipulations. It also participated in discussions regarding a settlement
9 between Citrus Realty and DNE Associates pursuant to which the Receiver was
10 paid \$15,000.00 after the Fourth Expense Period in connection with a fraudulent
11 transaction pertaining to one of the hijacked pieces of real estate, 19856 Trotter
12 Lane, Yorba Linda, California (“Trotter Property”). Under the Court’s cost sharing
13 order, payments totaling \$142,500.00 have been made to the Receiver during the
14 Fourth Expense Period alone, representing the successful rescission of fraudulent
15 documents affecting 38 different properties throughout the United States. The total
16 monetary recovery by the Receiver through the end of the Fourth Expense Period is
17 \$805,984.23.

18 The services of the Receiver and its counsel are summarized separately
19 below and described in the detailed billing records attached as exhibits to the Kane
20 and Caris declarations.

21 **II. SUMMARY OF THE RECEIVER’S SERVICES AND**
22 **ACTIVITIES DURING THE FOURTH EXPENSE PERIOD**

23 The Receiver seeks approval and authorization for payment of the Receiver’s
24 fees and costs summarized in the Receiver Administrative Expenses and Fund
25 Balance spreadsheet (“Financial Summary”) attached as Exhibit 1 to the
26 Declaration of Brick Kane in support of this Motion, together with the detailed
27 billing records of the Receiver attached collectively to Kane’s declaration as
28

1 Exhibit 2.¹ During the Fourth Expense Period, the Receiver has incurred fees for
2 the Receiver and its members of \$3,382.00 and senior staff fees of \$6,052.50, for
3 total Receiver's fees of \$9,434.50. The Receiver's costs during the Fourth Expense
4 Period total \$1,938.86 and are detailed in the Financial Summary.

5 During the Fourth Expense Period, the Receiver communicated with
6 representatives of the Consumer Financial Protection Bureau regarding its request
7 for documents pursuant to a Civil Investigative Demand. It also communicated
8 with the California Board of Equalization about tax issues and with the Assistant
9 United States Attorney and the Federal Bureau of Investigation about documents
10 that may assist them with respect to a pending criminal action against Soria.

11 The Receiver also had numerous communications with defrauded consumers,
12 lenders, loan servicers, realtors and counsel for those parties in connection with
13 various fraudulent real estate documents and steps to be taken to rescind those
14 documents. It also researched various properties in order to address rescission
15 requests. The Receiver reviewed and executed numerous rescission documents for
16 recording in various county recorders offices throughout the United States.

17 The Receiver also prepared the financials used in connection with the motion
18 for payment of fees and costs in connection with the prior expense period. It also
19 worked with the Receiver's counsel in revising a declaration requested by a lender
20 for an unlawful detainer proceeding. The Receiver also analyzed the settlement
21 agreement negotiated between Citrus Realty and DNE Associates which resulted in
22 a \$15,000.00 payment for the receivership estate and a draft stipulation for
23 judgment being discussed between the Plaintiff in the instant action and Soria.

24 _____
25 ¹ As explained in the Caris declaration, the bills have been redacted where appropriate to preserve
26 confidential, sensitive, tactical, strategic, attorney-client privileged and/or attorney work-product
27 information. In the Court's Order issued on August 10, 2018 (Doc. 190) in connection with the
28 initial compensation motion filed by the Receiver, the Court stated: "In order for the Court to
properly evaluate the requested fees, the Court requires that an unredacted version of the billings
be submitted under seal and in camera." Therefore, pursuant to that Order, the Receiver
concurrently files under seal an unredacted copy of the billings.

1 Finally, the Receiver continued to perform its standard operational functions
2 during the Fourth Expense Period, including preparing periodic financial
3 reconciliations, updating accounting records, processing payables, and preparing or
4 revising various documents for tax reporting purposes.

5 **III. SUMMARY OF THE RECEIVER'S COUNSEL'S SERVICES**
6 **AND ACTIVITIES DURING THE FOURTH EXPENSE PERIOD**

7 The Receiver also seeks payment of its counsel's fees and expenses
8 summarized in the Financial Summary, Exhibit 1 to the Kane declaration, and set
9 forth in the detailed billing records of Barnes & Thornburg, attached collectively as
10 Exhibit 1 to the Caris declaration. During the Fourth Expense Period, the Receiver
11 incurred fees to Barnes & Thornburg of \$56,071.25 and costs of \$1,592.34.

12 While the receivership was much less active during the Fourth Expense
13 Period than in prior expense periods, the Receiver's counsel, Barnes & Thornburg,
14 still performed a wide ranging amount of work during this nine-month period.

15 During the Fourth Expense Period, Barnes & Thornburg performed services
16 in connection with several law and motion matters in the instant case. It prepared a
17 supplemental status report regarding Brett Wolcott's non-compliance with this
18 Court's Order as to the production of information to the Receiver. Counsel also
19 prepared a reply to Wolcott's response to the Court's Order to Show Cause as to
20 why Wolcott should not be held in contempt of Court. Barnes & Thornburg
21 attended two hearings regarding Wolcott during the Fourth Expense Period, an
22 initial contempt hearing and a subsequent hearing in which a bench warrant was
23 issued for Wolcott's arrest. Counsel also prepared a declaration and proposed order
24 regarding fees owed by Wolcott as a result of his contemptuous conduct, which was
25 entered by the Court.

26 Counsel also prepared all papers in support of the prior successful motion for
27 fees and costs, including a reply to Soria's opposition to the motion. It also
28 reviewed the Internal Revenue Service's motion to intervene. Counsel also assisted

1 one defrauded lender by reviewing and revising a declaration for the Receiver in
2 connection with an unlawful detainer proceeding regarding property in Westwood,
3 California.

4 The Receiver's counsel was also asked to review and comment upon a draft
5 stipulated judgment between Plaintiff and Soria. It reviewed and prepared
6 suggested revisions to the stipulated judgment, particularly as they pertained to
7 receivership estate issues and the wind-up of the estate.

8 Barnes & Thornburg also participated in communications with the Consumer
9 Financial Protection Bureau, including discussions about its Civil Investigative
10 Demand. It also participated in discussions concerning the settlement between
11 Citrus Realty and DNE Associates resulting from the fraudulent transaction
12 pertaining to the Trotter Property. In connection with that settlement, it filed a
13 response to Citrus Realty's good faith settlement motion with this Court and an
14 alternative form of order in connection with that motion. While this Court did not
15 grant the motion, the Receiver's form of order was used in large part in connection
16 with the successful good faith settlement motion brought by DNE in the Orange
17 County Superior Court action. The Receiver was paid \$15,000.00 pursuant to that
18 settlement after the Fourth Expense Period.

19 Finally, counsel continued to analyze and revise many rescission documents,
20 including many stipulations for rescission and proposed orders pursuant to those
21 stipulations. Payment for rescission documents related to 38 properties was
22 received during the Fourth Expense Period. The Receiver and its counsel have
23 assisted in having rescission documents recorded and/or filed with various courts
24 concerning at least 160 properties since the inception of the receivership case
25 through March 31, 2020, all of which were reviewed and frequently revised by
26 counsel for the Receiver.

1 **IV. THE FEES AND COSTS OF THE RECEIVER AND ITS**
2 **COUNSEL ARE REASONABLE AND SHOULD BE ALLOWED**
3 **FOR PAYMENT**

4 It is a fundamental tenet of receivership law that expenses of administration
5 incurred by the receiver, including those of the receiver, his counsel and others
6 employed by him, constitute priority expenses for which compensation should be
7 paid from the assets of the receivership. As explained in the leading treatise *Clark*
8 *on Receivers*:

9 The obligations and expenses which the court creates in
10 its administration of the property are necessarily burdens
11 on the property taken possession of, and this, irrespective
12 of the question who may be the ultimate owner, or who
13 may have the preferred lien, or who may invoke the
14 receivership. The appointing court pledges its good faith
15 that all duly authorized obligations incurred during the
16 receivership shall be paid.

17 2 Clark, Ralph Ewing, *A Treatise on the Law and Practice of Receivers* § 637, p.
18 1052 (3rd ed. Rev. 1992).

19 The Receiver is an officer of the Court charged with a myriad of duties under
20 the Court's TRO and Preliminary Injunction. In this case, many of those duties had
21 no relationship to the recovery of assets or increasing the funds available for
22 distribution to Plaintiff or others that have been defrauded by Soria and the
23 Receivership Defendants and were focused on assisting lenders, loan servicers, and
24 consumers adversely affected by Soria's and the Receivership Defendants'
25 misconduct. Because of the nature of the administrative and other services required
26 in receiverships, the benefit a receiver confers on receivership property cannot be
27 determined based solely on the increase or decrease in the value of property in the
28 receiver's possession. As the Court explained in *Securities and Exchange*

1 *Commission v. Elliott*, 953 F. 2d 1560, 1577 (11th Cir. 1992):

2 [I]t is sometimes difficult to ascertain what type of
3 benefits a receiver has bestowed on receivership property
4 [A] benefit to a secured party may take more subtle
5 forms than a bare increase in monetary value. Even
6 though a receiver may not have increased, or prevented a
7 decrease in, the value of the collateral, if a receiver
8 reasonably and diligently discharges his duties, he is
9 entitled to compensation. [Citations omitted.]

10 *Securities and Exchange Commission v. Elliott*, 953 F. 2d at 1577.

11 The Court has broad discretion in determining the reasonableness of fees to
12 be awarded a receiver. *See In re San Vicente Medical Partners Ltd.*, 962 F. 2d
13 1402, 1409-1410 (9th Cir. 1992). The Court may evaluate the time and effort
14 expended by the Receiver with respect to specific projects and aspects of the
15 administration of the estate, and may look to a number of different factors under the
16 case law in approving receiver's and counsel's fees. *In re San Vicente Medical*
17 *Partners Ltd.*, 962 F. 2d at 1409-1410.

18 During the Fourth Expense Period, the Receiver and its professionals have
19 performed extensive and wide-ranging tasks that in several instances resulted in a
20 direct pecuniary benefit and recovery for the estate. This Motion establishes that
21 the Receiver, its members, staff and professionals rendered reasonable, necessary
22 and valuable services for the receivership estate during the Fourth Expense Period
23 that were highly beneficial to the estate and the parties in interest. *See Federal*
24 *Trade Commission v. Capital Acquisitions & Management Corp.*, 2005 U.S. Dist.
25 LEXIS 18504 (N.D. Ill. August 26, 2005). The Receiver submits the fees are
26 reasonable in light of the services rendered, and that the fees and expenses
27 requested should be awarded in their entirety.

1 The Receiver has on hand sufficient funds to pay all of the requested fees and
2 costs that have been incurred through January 31, 2020. As set forth on the
3 Financial Summary, the estate has \$151,177.23 based solely on collections and
4 expenses incurred through that date, assuming all fees and costs are approved as
5 requested herein. Since January 31, 2020, the Receiver has collected an additional
6 \$11,250.00 pursuant to the Court's cost sharing order and another \$15,000.00 from
7 the settlement between Citrus Realty and DNE Associates, and anticipates several
8 additional cost sharing payments for title clearance work, while incurring
9 Receiver's and counsel's fees and costs of less than \$15,000.00 for February and
10 March 2020.

11 **V. NOTICE OF THIS MOTION IS REASONABLE UNDER THE**
12 **CIRCUMSTANCES AND SHOULD BE APPROVED**

13 Local Rule 66-7 provides for service of notice of the hearing on various
14 motions by a receiver, including a motion for fees. That Rule provides for service
15 of the notice of the hearing on such motions by mail on all known creditors of the
16 defendants. The Receiver is serving the Motion on the parties and certain creditors
17 of the estate pursuant to Local Rule 66-7 other than defrauded consumers, lenders,
18 loan servicers, title insurers and other third parties.

19 In this case, there may be an extremely large number of potential consumer
20 creditors who may have claims against the Receivership Defendants given that
21 more than 1,200 consumers are listed in its LoanPost database and given further
22 that the Plaintiff's investigation and review of voluminous emails disclose that the
23 total amount of affected properties may exceed 2,300. However, it is not
24 realistically possible or beneficial to the estate and its creditors for the Receiver to
25 serve all such potential consumer creditors, or the lenders, loan servicers and other
26 defrauded parties with potential claims with this Motion or other administrative
27 motions by mail, and the expense and burden on the estate of attempting to
28 effectuate such service would be prohibitively costly and cause undue

1 administrative expense.

2 Based on the foregoing, the Receiver seeks an order providing that the notice
3 requirement of Rule 66-7 shall be deemed satisfied by serving copies of all Motion
4 papers on the parties to this action, as provided in the Preliminary Injunction, and
5 on third party creditors other than consumers and other third parties who were
6 defrauded by Soria and the Receivership Defendants. As additional notice, the
7 Receiver will post the Motion and supporting papers, without voluminous time
8 records attached, on the Receiver's website at robbevans.com where the Receiver
9 conspicuously posts pertinent Court filings and other documents for this case.

10 Such service provides sufficient notice to the interested parties and should be
11 approved. The Court has authority, as a court of equity supervising a federal equity
12 receivership, to issue such an administrative order approving this notice. *See* F.R.
13 Civ. P. 5(a) and (c) (authorizing the Court to modify service procedures when
14 numerous defendants are involved in litigation); Local Rule 66-8 (receiver to
15 administer receivership estates "as nearly as possible in accordance with the
16 practice in the administration of estates in bankruptcy"); *In re First Alliance*
17 *Mortgage Co.*, 269 B.R. 428, 442 (C.D. Cal. 2001)(referencing in *dicta* in the
18 Court's recitation of facts the bankruptcy court's order limiting notice issued in that
19 case); 11 U.S.C. §102(1)(a) (defining the phrase "after notice and a hearing" to
20 mean "after such notice as is appropriate in the particular circumstances, and such
21 opportunity for hearing as is appropriate in the particular circumstances"); 11
22 U.S.C. §105(a) and (d) (granting broad equitable powers to the court to issue orders
23 "necessary or appropriate to carry out the provisions" of Title 11 including
24 "prescribing such limitations and conditions as the court deems appropriate to
25 ensure the case is handled expeditiously and economically"); and F. R. Bankr. P.
26 2002 (m) (authorizing the court to enter "orders designating the matters in respect
27 to which, the entity to whom, and the form and manner in which notices shall be
28 sent except as otherwise provided by these rules"). The Court approved this same

1 scope of notice in the Receiver's first three motions for compensation.

2 **VI. CONCLUSION**

3 Based on the Motion, and the supporting declarations of Brick Kane and
4 Gary Owen Caris, along with the exhibits attached thereto, it is respectfully
5 requested that the Court grant the Motion in its entirety, and approve and authorize
6 for payment the fees and expenses of the Receiver and its counsel Barnes &
7 Thornburg as set forth herein.

8

9 Dated: April 13, 2020

GARY OWEN CARIS
BARNES & THORNBURG LLP

10

By: /s/ Gary Owen Caris
GARY OWEN CARIS
Attorneys for Permanent Receiver
**ROBB EVANS & ASSOCIATES
LLC**

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DECLARATION OF GARY OWEN CARIS

1
2 1. I am an attorney at law duly licensed to practice before all courts of
3 the State of California and the United States District Court for the Central District
4 of California. I am a partner in the law firm of Barnes & Thornburg LLP (“Barnes
5 & Thornburg”). At all relevant times, I have been the attorney primarily
6 responsible for representing Robb Evans & Associates LLC (“Receiver”) as the
7 Receiver in this matter and its lead counsel. I have personal knowledge of the
8 matters set forth in this declaration and if I were called upon to testify as to these
9 matters I could and would competently testify thereto.

10 2. Attached hereto collectively as Exhibit 1 are copies of the billing
11 records for the attorneys and paralegals at Barnes & Thornburg who performed
12 work on this matter during the period from May 1, 2019 through January 31, 2020
13 (“Fourth Expense Period”). During the Fourth Expense Period, the Receiver has
14 incurred attorneys’ fees of \$56,071.25 and costs of \$1,592.34, for a total of
15 \$57,663.59. The billing records itemize and detail the hours spent and the work
16 performed by those attorneys and paralegals rendering services on this matter. The
17 time records, Exhibit 1, as well as the time records for the Receiver, its members
18 and staff, have been redacted by me where appropriate to preserve descriptions
19 containing confidential, sensitive, tactical, strategic, attorney-client privileged and/
20 or work-product information. In the Court’s Order entered August 10, 2018 (Doc.
21 190) in connection with the Receiver’s initial fee motion, the Court stated: “In order
22 for the Court to properly evaluate the requested fees, the Court requires that an
23 unredacted version of the billings be submitted under seal and in camera.”
24 Therefore, pursuant to that Order, I am causing to be filed under seal an unredacted
25 set of the Receiver’s and my firm’s billings in support of this Motion.

26 3. While the receivership was much less active during the Fourth
27 Expense Period than in prior expense periods, Barnes & Thornburg still performed
28 a wide ranging amount of work during this nine-month period. During the Fourth

1 Expense Period, Barnes & Thornburg performed services in connection with
2 several law and motion matters. It prepared a supplemental status report regarding
3 Brett Wolcott's non-compliance with this Court's Order as to the production of
4 information to the Receiver. Counsel also prepared a reply to Wolcott's response to
5 the Court's Order to Show Cause as to why Wolcott should not be held in contempt
6 of Court. I attended two hearings regarding Wolcott during the Fourth Expense
7 Period; his initial contempt hearing and then a hearing in which a bench warrant
8 was issued for Wolcott's arrest. Counsel also prepared a declaration and proposed
9 order regarding fees owed by Wolcott as a result of his contemptuous conduct,
10 which was entered by the Court.

11 4. Counsel also prepared all papers in support of the prior successful
12 motion for fees and costs, including a reply to Soria's opposition to the motion. It
13 also reviewed the Internal Revenue Service's motion to intervene. Counsel also
14 assisted one defrauded lender by reviewing and revising a declaration for the
15 Receiver in connection with an unlawful detainer proceeding regarding property in
16 Westwood, California.

17 5. The Receiver's counsel was also asked to review and comment upon a
18 draft stipulated judgment between Plaintiff and Soria. It reviewed and prepared
19 suggested revisions to the stipulated judgment, particularly as they pertained to
20 receivership estate issues and the wind-up of the estate.

21 6. Barnes & Thornburg also participated in communications with the
22 Consumer Financial Protection Bureau, including discussions about its Civil
23 Investigative Demand. It also participated in discussions concerning the settlement
24 between Citrus Realty and DNE Associates resulting from the fraudulent
25 transaction pertaining to 19856 Trotter Lane, Yorba Linda, California. In
26 connection with that settlement, it filed a response to Citrus Realty's good faith
27 settlement motion with this Court and an alternative form of order in connection
28 with that motion. While this Court did not grant Citrus Realty's motion, the

1 Receiver's form of order was used in large part in connection with the successful
2 good faith settlement motion brought by DNE in the Orange County Superior Court
3 action. The Receiver was paid \$15,000.00 pursuant to that settlement after the
4 Fourth Expense Period.

5 7. Finally, counsel continued to analyze and revise many rescission
6 documents, including many stipulations for rescission and proposed orders pursuant
7 to those stipulations. Payment for rescission documents related to 38 properties
8 was received during the Fourth Expense Period. The Receiver and its counsel have
9 assisted in having rescission documents recorded and/or filed with various courts
10 concerning at least 160 properties since the inception of the receivership case
11 through March 31, 2020, all of which were reviewed and frequently revised by
12 counsel for the Receiver.

13 8. Pursuant to the Court's prior Orders (Docs. 190 and 338), I have
14 carefully billed my time throughout the Fourth Expense Period such that my .1 time
15 entries always represent work which took, at a minimum, nearly six minutes and
16 most frequently six minutes or more to perform. Where necessary, I have lumped
17 time together when entering .1 time entries so that I am not overbilling such entries.
18 Also, as I have previously advised the Court in my declaration filed on August 14,
19 2018 (Doc. 195) after the Court first expressed concerns about .1 time entries: "I
20 am very careful about not overbilling on the work I perform. I am sensitive to the
21 potential cumulative effect of charging tasks separately at .1 hour increments, while
22 also cognizant of the need to bill in a detailed narrative fashion, to generally bill
23 discrete tasks separately so that the client and the Court can review the work which
24 was done, and not to 'block bill.' I have not overbilled in this case despite my
25 charging .1 on many entries. I believe the opposite is true, in that many of these
26 tasks took more than six minutes to perform." I went on to explain the reasons why
27 I did not believe I had overcharged my time, including the fact that I very
28 frequently write down or write off time incurred in editing and revising my written

1 work product, including when I edit and revise pleadings, letters and e-mails.

2 9. As a partner at Barnes & Thornburg, I am familiar with the methods
3 and procedures used to create, record and maintain billing records for the clients of
4 the firm. The billings collectively attached hereto as Exhibit 1 are prepared from
5 computerized time records prepared contemporaneously with the services rendered
6 by each attorney and paralegal billing time to the matter. These computerized
7 records are prepared in the ordinary course of business by the attorneys and
8 paralegals employed by the firm who have a business duty to accurately record their
9 time spent and services rendered on the matters on which they perform work. The
10 time records are transferred into computerized billing programs that generate
11 monthly invoices under the supervision of the accounting department of the firm.
12 Based upon my experience with Barnes & Thornburg, I believe the methods and
13 procedures for recording and accounting for time and services for the clients of
14 Barnes & Thornburg are reliable and accurate.

15 10. I have more than 40 years' experience as a business and commercial
16 litigator and also have extensive experience as a bankruptcy attorney representing
17 creditors in Chapter 11 and Chapter 7 bankruptcy cases. For more than 20 years, I
18 have also specialized in representing receivers in federal equity receivership
19 matters. I believe the rates and the amounts incurred by the Receiver to Barnes &
20 Thornburg for the services rendered during the Fourth Fee Period covered by the
21 Motion are reasonable and appropriate based on the nature of the services rendered,
22 the quality and amount of services provided, the complexity of the issues involved,
23 the results achieved, and other factors under the circumstances.

24 I declare under penalty of perjury that the foregoing is true and correct and
25 that this declaration was executed on April 13, 2020 at Solvang, California.

26
27 /s/ Gary Owen Caris
28 Gary Owen Caris

17104060v1

1 Gary Owen Caris (CA SBN 088918)
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2 **BARNES & THORNBURG LLP**
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3 Los Angeles, California 90067
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5 Attorneys for Permanent Receiver
ROBB EVANS & ASSOCIATES LLC

8 UNITED STATES DISTRICT COURT
9 CENTRAL DISTRICT OF CALIFORNIA

10
11 NATIONSTAR MORTGAGE LLC,
12 Plaintiff,
13 v.
14 PATRICK JOSEPH SORIA, et al.,
15 Defendants.

Case No. 2:18-cv-03041 DSF (RAOx)

**DECLARATION OF GARY OWEN
CARIS FILING UNDER SEAL
UNREDACTED BILLING RECORDS
PURSUANT TO “ORDER RE
MOTION FOR ORDER APPROVING
AND AUTHORIZING PAYMENT OF
RECEIVER’S AND
PROFESSIONAL’S FEES AND
COSTS (DKT. 151)” (DOC. 190) IN
SUPPORT OF MOTION FOR
ORDER APPROVING AND
AUTHORIZING PAYMENT OF
RECEIVER’S AND
PROFESSIONAL’S FEES AND
COSTS FROM MAY 1, 2019
THROUGH JANUARY 31, 2020**

Date: May 18, 2020
Time: 1:30 p.m.
Courtroom: 7D

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24 I, Gary Owen Caris, declare:

25 1. I am an attorney at law duly licensed to practice before all courts of the
26 State of California and the United States District Court for the Central District of
27 California. I am a partner in the law firm of Barnes & Thornburg LLC (“Barnes
28

1 and Thornburg”). At all relevant times, I have been the attorney primarily
2 responsible for representing Robb Evans & Associates LLC, Permanent Receiver
3 (“Receiver”), as the Receiver in this matter and its lead counsel. I have personal
4 knowledge of the matters set forth in this declaration and if I were called upon to
5 testify as to these matters I could and would competently testify thereto.

6 2. On July 10, 2018, the Receiver filed its Motion for Order Approving
7 and Authorizing Payment of Receiver’s and Professional’s Fees and Costs from
8 Inception of the Receivership through May 31, 2018 (Doc. 151) (“First Fee
9 Motion”). In support of the First Fee Motion, the Receiver presented authenticated
10 billing records for the period covered by the First Fee Motion. However, the
11 billings were redacted in order to preserve confidential, sensitive, tactical, strategic,
12 attorney-client privileged and/or work-product information.

13 3. On August 10, 2018, the Court issued its “Order re Motion for Order
14 Approving and Authorizing Payment of Receiver’s and Professional’s Fees and
15 Costs (Dkt. No. 151),” Doc. 190 (“Fee Order”). In the Fee Order, the Court stated:
16 “In order for the Court to properly evaluate the requested fees, the Court requires
17 that an unredacted version of the billings be submitted under seal and in camera.”
18 (Fee Order, p. 1, lines 3-5) The billings covered by the First Fee Motion were
19 submitted under seal pursuant to the Fee Order.

20 4. The Receiver thereafter filed its Motion for Order Approving and
21 Authorizing for Payment Receiver’s and Professional’s Fees and Costs from June 1,
22 2018 through September 30, 2018 (“Second Fee Motion”) and its Motion for Order
23 Approving and Authorizing for Payment Receiver’s and Professional’s Fees and
24 Costs From October 1, 2018 through April 30, 2019 (“Third Fee Motion”). For
25 each of these motions, the Receiver served and electronically filed redacted billings
26 to preserve confidential, sensitive, tactical, strategic, attorney-client privileged
27 and/or work-product information. However, based on the Court’s Fee Order, the
28 Receiver concurrently filed under seal the unredacted copies of the billing records

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5 Attorneys for Permanent Receiver
ROBB EVANS & ASSOCIATES LLC

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7
8 UNITED STATES DISTRICT COURT
9 CENTRAL DISTRICT OF CALIFORNIA

10
11 NATIONSTAR MORTGAGE LLC,
12 Plaintiff,

13 v.

14 PATRICK JOSEPH SORIA, et al.,
15 Defendants.

Case No. 2:18-cv-03041 DSF (RAOx)

**DECLARATION OF BRICK KANE
IN SUPPORT OF MOTION FOR
ORDER APPROVING AND
AUTHORIZING PAYMENT OF
RECEIVER’S AND
PROFESSIONAL’S FEES AND
COSTS FROM MAY 1, 2019
THROUGH JANUARY 31, 2020**

Date: May 18, 2020
Time: 1:30 p.m.
Courtroom: 7D

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23 I, Brick Kane, declare:

24 1. I am the President and Chief Operating Officer of Robb Evans &
25 Associates LLC (“Receiver”), the Permanent Receiver over the Receivership
26 Defendants as defined in the Order Entering Preliminary Injunction Against
27 Defendants and Appointing a Permanent Receiver (Doc. 46) (“Preliminary
28

1 Injunction”). Since the inception of the temporary receivership in this matter
2 pursuant to the Court’s Order Granting Plaintiff Nationstar Mortgage LLC’s *Ex*
3 *Parte* Application for a Temporary Restraining Order With Asset Freeze etc. (Doc.
4 20), I have had primary responsibility for the supervision and management of this
5 receivership estate, and have been one of the members of Robb Evans & Associates
6 LLC actively involved in the administration of the receivership. I have personal
7 knowledge of the matters set forth in this declaration. If called upon to testify as to
8 these matters I could and would competently testify thereto.

9 2. The Receiver seeks approval and authorization to pay the Receiver’s
10 fees and costs summarized in the Receiver Administrative Expenses and Fund
11 Balance spreadsheet (“Financial Summary”) attached hereto as Exhibit 1, and as set
12 forth in the detailed billing records of the Receiver, collectively attached hereto as
13 Exhibit 2. During the nine-month period from May 1, 2019 through January 31,
14 2020 (“Fourth Expense Period”), the Receiver has incurred fees for the Receiver
15 and its members of \$3,382.00 and senior staff fees of \$6,052.50, for total
16 Receiver’s fees of \$9,434.50. The Receiver’s costs during the Fourth Expense
17 Period total \$1,938.86 and are detailed in the Financial Summary.

18 3. During the Fourth Expense Period, the Receiver communicated with
19 representatives of the Consumer Financial Protection Bureau regarding its request
20 for documents pursuant to a Civil Investigative Demand. It also communicated
21 with the California Board of Equalization about tax issues and with the Assistant
22 United States Attorney and the Federal Bureau of Investigation about documents
23 that may assist them with respect to a pending criminal action against Patrick Soria.

24 4. The Receiver also had numerous communications with defrauded
25 consumers, lenders, loan servicers, realtors and counsel for those parties in
26 connection with various fraudulent real estate documents and steps to be taken to
27 rescind those documents. It also researched various properties in order to address
28 rescission requests. The Receiver reviewed and executed numerous rescission

1 documents for recording in various county recorders offices throughout the United
2 States.

3 5. The Receiver also prepared the financials used in connection with the
4 motion for payment of fees and costs in connection with the prior expense period.
5 It also worked with the Receiver's counsel in revising a declaration requested by a
6 lender for an unlawful detainer proceeding. The Receiver also analyzed the
7 settlement agreement negotiated between Citrus Realty and DNE Associates which
8 resulted in a \$15,000.00 payment for the receivership estate and a draft stipulation
9 for judgment being discussed between the Plaintiff and Soria.

10 6. Finally, the Receiver continued to perform its standard operational
11 duties during the Fourth Expense Period, including preparing periodic financial
12 reconciliations, updating accounting records, processing payables, and preparing or
13 revising various documents for tax reporting purposes.

14 7. Pursuant to the Court's Order entered December 26, 2018, all of the
15 time incurred by Anita Jen of the Receiver's office notarizing rescission documents
16 for recording were billed at no charge to the estate. At least some of these time
17 entries are reflected on the attached billings marked as Exhibit 2 hereto. In
18 addition, pursuant to that Order, all of the Receiver's support staff's secretarial-type
19 time incurred during the Fourth Expense Period were billed at no charge to the
20 estate.

21 8. The Receiver has on hand sufficient funds to pay all of the requested
22 fees and costs that have been incurred through January 31, 2020. As set forth on
23 the Financial Summary, the estate has \$151,177.23 based solely on collections and
24 expenses incurred through that date, assuming all fees and costs are approved as
25 requested herein. Since January 31, 2020, the Receiver has collected an additional
26 \$11,250.00 pursuant to the Court's cost sharing order and \$15,000.00 in connection
27 with the settlement negotiated between Citrus Realty and DNE Associates, and
28 anticipates several more cost sharing payments for title clearance services, while

1 incurring Receiver's and counsel's fees and costs of less than \$15,000.00 in
2 February and March, 2020.


3 9. As a member of Robb Evans & Associates LLC, I am familiar with the
4 methods and procedures used by the Receiver and its staff and employees to record
5 the time spent rendering services to receivership estates over which Robb Evans &
6 Associates LLC has been appointed. The records attached hereto collectively as
7 Exhibit 2 are regularly prepared by the members, staff and employees of the
8 Receiver at or about the time of the services rendered and each of whom has a
9 business duty to accurately record the information regarding their services set forth
10 in these records. The records are reviewed by the Receiver's accounting staff or me
11 and summarized in the Receiver's Financial Summary, Exhibit 1 attached hereto.
12 Based upon my experience with Robb Evans & Associates LLC, I believe the
13 Receiver's methods and procedures for recording and accounting for time and
14 services for the receivership estates over which Robb Evans & Associates LLC has
15 been appointed are reliable and accurate.

16 10. In this case, there may be an extremely large number of potential
17 consumer creditors who may have claims against the Receivership Defendants
18 given that more than 1,200 consumers are listed in its LoanPost database and given
19 further that the Plaintiff's investigation and review of voluminous emails discloses
20 that the total amount of affected properties may exceed 2,300. However, it is not
21 realistically possible or beneficial to the estate and its creditors for the Receiver to
22 serve all such potential consumer creditors, or the lenders, loan servicers and other
23 defrauded parties with potential claims of this Motion or other administrative
24 motions by mail, and the expense and burden on the estate of attempting to
25 effectuate such service would be prohibitively costly and cause undue
26 administrative expense.

27 11. Based on the foregoing, the Receiver seeks an order providing that the
28 notice requirement of Rule 66-7 shall be deemed satisfied by serving copies of all

1 Motion papers on the parties to this action, as provided in the Preliminary
2 Injunction, and on third party creditors other than consumers and other third parties
3 who were defrauded by Soria and the Receivership Defendants. As additional
4 notice, the Receiver will post the Motion and supporting papers, without
5 voluminous time records attached, on the Receiver's website at robbevans.com
6 where the Receiver conspicuously posts pertinent Court filings and other
7 documents for this case.

8 I declare under penalty of perjury that the foregoing is true and correct and
9 that this declaration was executed on April 8, 2020 at Alhambra, California.

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12 Brick Kane

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EXHIBIT 1

Previously Reported, Approved & Paid	May 19	Jun 19	Jul 19	Aug 19	Sep 19	Oct 19	Nov 19	Dec 19	Jan 20	5/1/19~ 1/31/20	TOTAL
Corporate Funds											
West H&A, LLC											
CA IOLTA Trust Account	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	185,000.00
Return of Merchandise	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	60,003.81
JPMorgan Chase #8762	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	7,027.90
Benjamin Sternberg	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	59,500.00
Fischbach & Fischbac	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	80,000.00
Joseph F. Hart	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	15,638.52
Waldorf Astoria B.H. Reimburse	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	125,064.00
Total West H&A, LLC	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	532,234.23
Total Corporate Funds	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	532,234.23
Income for Rescission Services	15,000.00	3,750.00	90,000.00	11,250.00	7,500.00	3,750.00	0.00	7,500.00	3,750.00	142,500.00	273,750.00
Total Funds Collected	15,000.00	3,750.00	90,000.00	11,250.00	7,500.00	3,750.00	0.00	7,500.00	3,750.00	142,500.00	805,984.23
Expenses											
Receiver Fees & Expenses											
Receiver Fees											
Receiver											
B. Kane	304.00	570.00	532.00	152.00	190.00	494.00	0.00	0.00	152.00	2,394.00	60,108.00
K. Johnson	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	722.00
A. Jen	0.00	228.00	646.00	38.00	0.00	0.00	0.00	0.00	76.00	988.00	23,332.00
Total Receiver	304.00	798.00	1,178.00	190.00	190.00	494.00	0.00	0.00	228.00	3,382.00	84,162.00
Senior Staff											
F. Jen	33.50	0.00	201.00	402.00	100.50	67.00	67.00	0.00	67.00	938.00	2,177.50
T. Chung	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	435.50
C. Callahan	1,325.00	800.00	900.00	0.00	300.00	500.00	50.00	75.00	125.00	4,075.00	44,800.00
E. Roop	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,515.00
H. Jen	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	915.00
C. DeCius	0.00	310.50	216.00	94.50	0.00	0.00	0.00	94.50	324.00	1,039.50	2,403.00
J. Dadbin	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,321.00
Total Senior Staff	1,358.50	1,110.50	1,317.00	496.50	400.50	567.00	117.00	169.50	516.00	6,052.50	55,567.00
Support Staff											
Total Receiver Fees	1,662.50	1,908.50	2,495.00	686.50	590.50	1,061.00	117.00	169.50	744.00	9,434.50	141,718.00

Robb Evans & Associates LLC, Receiver of West H&A LLC et al.
 Receiver Administrative Expenses
 From Inception (by 1/28/2018) to Jan 31, 2020

Previously Reported, Approved & Paid	May 19	Jun 19	Jul 19	Aug 19	Sep 19	Oct 19	Nov 19	Dec 19	Jan 20	5/1/19~ 1/31/20	TOTAL
Receiver Expenses											
Taxes, Penalties & Interest	0.00	250.00	0.00	0.00	0.00	0.00	750.00	0.00	0.00	1,000.00	1,000.00
Document Reproduction	146.26	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	146.26
Investigative Search Costs	713.57	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	713.57
Locksmith Services	65.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	65.00
Parking & Tolls	114.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	114.00
Postage & Delivery	450.41	3.72	10.67	67.23	26.82	80.39	0.50	0.00	0.00	237.21	687.62
Receiver Bond Premium	200.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	200.00
Security Services	415.00	0.00	0.00	0.00	0.00	0.00	400.00	0.00	0.00	400.00	815.00
Software Costs	1,215.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,215.00
Website Hosting & Email Service	3,052.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,052.50
Website Support	1,202.17	53.23	0.00	102.03	53.23	0.00	0.00	0.00	0.00	301.65	1,503.82
Total Receiver Expenses	7,573.91	306.95	10.67	169.26	80.05	80.39	1,150.50	0.00	0.00	1,938.86	9,512.77
Legal Fees & Costs											
Legal Fees	432,758.10	8,588.00	11,783.00	4,992.40	5,592.35	5,353.30	3,006.90	1,596.00	7,714.50	56,071.25	488,829.35
Legal Costs	13,154.54	68.08	171.54	951.49	140.29	15.57	3.45	16.45	53.20	1,592.34	14,746.88
Total Legal Fees & Costs	445,912.64	8,656.08	11,954.54	5,943.89	5,732.64	5,368.87	3,010.35	1,612.45	7,767.70	57,663.59	503,576.23
Total Receiver Fees & Expenses	585,770.05	10,871.53	14,460.21	6,799.65	6,403.19	6,510.26	4,277.85	1,781.95	8,511.70	69,036.95	654,807.00
Total Expenses	585,770.05	10,871.53	14,460.21	6,799.65	6,403.19	6,510.26	4,277.85	1,781.95	8,511.70	69,036.95	654,807.00
Fund Balance	77,714.18										151,177.23