

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION

UNITED STATES COMMODITY
FUTURES TRADING COMMISSION,

Plaintiff,

v.

SENEA POUSA, INVESTMENT
INTELLIGENCE CORPORATION,
DBA PROPHETMAX MANAGED FX,
JOEL FRIANT, MICHAEL DILLARD, and
ELEVATION GROUP, INC.,

Defendants.

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Civil Action No. A-12-CV-0862-LY

**RECEIVER’S UPDATE AND UNOPPOSED MOTION FOR APPROVAL OF NINTH
FEE APPLICATION, AND BRIEF IN SUPPORT**

Guy M. Hohmann, the Court-appointed Receiver in the above-referenced ProphetMax Receivership matter and the ancillary IB Capital matter, files this Update and Unopposed Motion for Approval of Ninth Fee Application, and Brief in Support (“Motion”) covering April 1, 2018 through January 25, 2019. The Receiver believes this Motion and brief in support demonstrate the Receiver’s fees and expenses were reasonable and necessary.

I. BRIEF BACKGROUND

1. On September 18, 2012, the Court entered a Statutory Restraining Order (“Order”) [Docket No. 4] appointing Guy Hohmann to serve as the Receiver for the assets of Defendants Senen Pousa, Investment Intelligence Corporation, dba ProphetMax Managed FX (“IIC”), and Joel Friant, including the assets of their respective affiliates or subsidiaries (collectively, the “ProphetMax Receivership Estate” or “Estate”). *See* Order ¶¶ 11, 19.

2. On November 9, 2015, the CFTC filed a related proceeding in the United States against the entity IB Capital and its principals Emad Echadi and Michel Geurkink for violations of the Commodity Exchange Act. *See* CFTC’s Complaint for Permanent Injunction, Civil Penalties, and Other Equitable Relief, Case No. 1:15-cv-01022-LY, *U.S. Commodity Futures Trading Commission v. IB Capital FX, LLC et al.* [IB Capital Matter Docket No. 1]. On January 15, 2016, the Court entered an order enjoining IB Capital and principals Michel Geurkink and Emad Echadi (the “IB Capital Defendants”) from engaging in certain activity. *See* Order of Preliminary Injunction and Other Equitable Relief (“IB Capital Order”), Case No. 1:15-cv-01022-LY, *U.S. Commodity Futures Trading Commission v. IB Capital FX, LLC et al.* [IB Capital Matter Docket No. 16]. In the IB Capital Order the Court also appointed Guy Hohmann as Receiver to take control of the IB Capital Defendants’ assets and requires the IB Capital Defendants’ assets be repatriated to the Receiver. IB Capital Order at ¶10.

II. IB CAPITAL CONSENT ORDER AND DUTCH PROCEEDINGS

3. On October 14, 2016, the Court entered a consent order (the “IB Capital Consent Order”) and final judgment against Michel Geurkink, Emad Echadi, and IB Capital. Pursuant to the IB Capital Consent Order, the IB Capital Defendants have agreed to payment of civil monetary penalties as well as restitution totaling \$35 million dollars. It has been (and continues to be) the Receiver’s hope that a significant amount of the restitution owed by the IB Capital Defendants will be satisfied with funds that are currently frozen in the Netherlands and other jurisdictions in connection with an ongoing criminal case against the IB Capital Defendants in that jurisdiction, allowing for distribution of those funds to investors in the United States and worldwide. For some time, the CFTC and Receiver have been working with the IB Capital Defendants and authorities in the Netherlands to come to an agreement regarding the disposition of those funds. As noted in

previous fee applications, in an attempt to expedite the process, the Receiver retained counsel in the Netherlands.

4. In the eighth status update, the Receiver had been informed one of the defendants (Michel Geurkink) had entered a guilty plea. The Receiver was misinformed and the information was not accurate. The Receiver now understands that Mr. Geurkink consented to a relinquishment of assets without admitting to criminal offenses. It is the Receiver's understanding these assets amount to approximately \$8 million. The Receiver's Dutch counsel has requested a copy of the documents associated with Mr. Geurkink's consent as referenced above.

5. The Receiver had previously reported that plea negotiations with the other defendant (Emad Echadi) were in their final stages and expected they would be consummated. It is now the Receiver's understanding that Mr. Echadi has also consented to a relinquishment of assets without admitting to criminal offenses. These assets would include funds of approximately \$20 million. In addition, it is expected that Mr. Echadi would have been required to relinquish any claims to a number of parcels of improved and unimproved real property in Morocco, North Africa. It is the Receiver's understanding real estate in Morocco was purchased with approximately \$1 million in funds that were diverted from I.B. Capital.

6. It is important to note the Public Prosecution Office has not yet signed off on the relinquishment of asset agreements as it wants to be assured the proposed transfers actually take place. In this regard, it is expected the settlements will be finalized and approved, within the next few months. If they are approved, this will begin the repatriation process.

7. It is the Receiver's understanding the above referenced funds were seized by authorities in Morocco, Cyprus, and Slovakia pursuant to a request from the Dutch government. Based upon exchange rate fluctuations and dependent upon whether such sums were in interest

bearing accounts, the current value or amounts may differ from the referenced amounts. In addition, it was the Receiver's understanding the funds that were on deposit in Hungary and Cyprus were placed into an account with financial institutions which have since been declared insolvent. It is not known how that may impact the amount of funds that can ultimately be repatriated. If it impacts it negatively, any amount that may not be recoverable would become part of the damage model in the claim to be asserted against the financial institution referenced in paragraph eight below.

8. Through his Dutch counsel, the Receiver learned that a significant claim may exist against a large financial institution based in the Netherlands ("ING Bank"). The Receiver previously sent a demand letter to ING effectively extending the statute of limitations against it for five years.

9. By way of update, the Receiver would like to communicate this is an evolving and multifaceted process. The Receiver has been in frequent communication with the Receiver's Dutch counsel who in turn has been instrumental in maintaining an open line of communication with the Dutch Public Prosecutor and assisting the Receiver with the goal of repatriation of funds located in the Netherlands and five other jurisdictions. As a result of these ongoing communications, the Receiver continues to believe that repatriation of a substantial portion of the misappropriated funds is very likely.

10. It is important to note; the Receiver's Dutch counsel's initiatives and actions are executed with extensive communication and coordination with the Receiver. In order to expedite the repatriation of funds process, the Receiver's Dutch counsel requested the Dutch Criminal Court, before which the case against Mr. Echadi and Mr. Geurkink is pending, to order the Dutch Public Prosecutor to provide them with a copy of a substantial part of the criminal file. The hearing

to decide this request was held on October 29, 2018; their request was granted. In late November 2018, the Dutch Public Prosecutor provided the Receiver's Dutch counsel with the documentation.

11. The Receiver's Dutch counsel are in the process of reviewing the material and entered an additional request to obtain certain additional information. So far, the information provided illustrates that Mr. Echadi and Mr. Geurkink have gone to great lengths to hide the proceeds of the IB Capital fraud and the Dutch Public Prosecutor has affected international attachments of some assets they believe to qualify as proceeds of the IB Capital fraud. The Receiver's Dutch counsel is presently investigating the whereabouts of these assets and the most efficient manner in which to repatriate these assets or the net proceeds thereof to the Receiver.

12. The Receiver's Dutch counsel was informed that prior to the IB Capital fraud which was initiated in late 2011, Mr. Echadi had a previous criminal record. From the criminal file, the Receiver's Dutch counsel understands that Mr. Echadi approached ING Bank on December 19, 2011, with the intent of opening a EUR-bank account for IB Capital. Mr. Echadi provided ING Bank with certain information and on the basis of that information, ING Bank opened that bank account on December 23, 2011.

13. After the first amounts were transferred into that account directly from investors starting on January 9, 2012, Mr. Echadi requested ING Bank to open additional bank accounts in foreign currencies, in the name of IB Capital. At that stage, Mr. Echadi provided ING Bank with certain additional information, on the basis of which ING Bank opened a further EUR-bank account, one GBP-account and one USD-account, all in the name of IB Capital. Beginning February 24, 2012, a significant amount of funds from investors were directly transferred into these accounts. The criminal file outlined numerous details of account activity, throughout the year 2012.

14. In regard to ING Bank's responsibility, the Dutch criminal investigators questioned representatives of ING Bank. They questioned the representatives in ING Bank's role in the acceptance of the IB Capital account. They also questioned ING Bank's representatives of their opening procedures as well as their account monitoring procedure conducted, in this case.

15. It is the Receiver's understanding ING Bank representatives testified the IB Capital bank accounts at ING Bank did not qualify as "Client Trust Accounts" (as referred to in IB Capital Standard Settlement Instructions). At the time of the bank account opening, Mr. Echadi informed ING Bank that IB Capital was incorporated in New Zealand. In fact, IB Capital was not incorporated in New Zealand; at the time, this information could have been easily established by ING Bank to be incorrect or inconsistent. Further testimony indicates, ING Bank was never provided with an agreement signed on behalf of Mr. Echadi to establish the IB Capital partnership and was not provided with a complete corporate file with respect to IB Capital and its ultimate beneficial owner(s).

16. Additional evidence established, ING Bank's procedure included an automatic check to validate whether a new client was listed in the World Check (a U.S. based international fraud database) and in the Dutch fraud database. At the time, having been involved in an earlier fraud case, Mr. Echadi should have been recorded in one or both of these systems, suggesting that ING Bank did not conduct the referenced check.

17. Lastly, evidence in the Dutch Prosecutor's files established, there were supposed to be recorded preventive account settings on the IB Capital account which would have prevented the transfer of more than EUR 5 million, in any one transfer. There was no explanation provided for how USD 25 million was allowed to be transferred in a single transaction, on June 21, 2012.

18. In September 2018, in exchange for payment of EUR 775 million to the Dutch State, ING Bank and the Dutch Public Prosecutor publicly announced a settlement, in exchange, ING Bank would not be prosecuted for certain violations of the law in the period 2010-2016. In a report which was code named Houston, the violations were described in the criminal investigation that was attached to the settlement agreement. It included outlining structural failures to conduct proper know-your-customer checks before opening bank accounts and failure to properly monitor the use of ING bank accounts during the years 2010-2016.

19. ING Bank publicly admitted the serious wrongdoings described in the report. On September 4, 2018, ING Bank released a press release; in the press release, ING Bank stated that “ING sincerely regrets (...) [it] did not adequately fulfill its role as gatekeeper to the financial system, helping fight financial crime”, that “ING takes full responsibility” and that ING “take[s] this very serious”.

20. On October 3, 2018, the Receiver’s Dutch counsel informed ING Bank’s counsel the Receiver and the investor victims believe ING Bank is responsible for the damages caused by these violations (See attached exhibit “1”). The violations allowed IB Capital to open bank accounts at ING Bank and further allowed the proceeds of the IB Capital fraud to be transferred out of these ING Bank accounts in the period 2011- 2012.

21. Despite ING Bank’s public admissions and announcement that it takes this “very serious” and would take its responsibility as referred to hereinbefore and ING Bank’s initial response that it expected to be able to respond to the Receiver’s Dutch counsel’s letter, by the end of October 2018; ING Bank failed to provide a substantive response.

22. On November 30, 2018, the Receiver’s Dutch counsel filed a Notice of Complaint (the “Complaint”) with the Amsterdam Court of Appeal against the decision of the Public

Prosecutor not to prosecute ING Bank or to agree to the terms of the settlement without ensuring that ING Bank would compensate the damage these violations have caused to the victims of the IB Capital fraud. (A copy of the Complaint is attached as exhibit “2”.)

23. The Receiver’s Dutch counsel has been informed by the Court of Appeal that a hearing regarding the Complaint will take place in the spring of 2019. During that hearing, it is expected the Dutch Public Prosecutor and ING Bank will provide their point of view regarding the Complaint. The Receiver’s Dutch counsel is also making preparations to seek international recognition and enforcement of the U.S. Consent Award pursuant to which Mr. Echadi and Mr. Geurkink are liable to pay USD 35 million to the U.S. Receiver.

24. As noted in a previous status update, one of the defendants transferred a significant amount of the misappropriated funds to Morocco. The Receiver has hired local counsel in Morocco to assist in repatriating assets located in Morocco.

III. RECEIVER’S NINTH FEE APPLICATION

25. Finally, the Receiver also requests the Court approve the Receiver’s Ninth Fee Application totaling \$74,618.68. The “Ninth Fee Period” includes fees incurred by the Receiver for the ninth month period between April 1, 2018 through January 25, 2019.

26. The Receiver would like to note the Receiver’s local Dutch counsel’s invoices are included as an exhibit and the invoices are paid timely, as the Receiver receives them (See exhibit “3”). The Receiver deems it critical to distribute funds to his local counsel, in a timely manner to ensure critical progress continues.

a. The Receiver

27. During the Ninth Fee Period, the Receiver has focused primarily on continuing communications with the CFTC, local Dutch counsel, hiring local Moroccan counsel,

communicating with the investor victims and evaluating a lawsuit against ING Bank. In addition, in preparation for an interim distribution, the Receiver's team completed an extensive validation of investor victim's documentation and submitted a list of victims to the Dutch Prosecution office at their request. The Receiver's team includes a low hourly rate intern. The Receiver's paralegal is working pro bono on this Receivership case. This is illustrated in the invoice (See exhibit "3"). Once a distribution is made to the investor victims, the Receiver would like to request the Court's permission to reimburse the paralegal at a rate of \$50.00 per hour.

IV. CONCLUSION

28. The Receiver requests the Court enter the proposed Order filed with this Motion to approve the payment of interim fees and expenses of \$74,618.68 to the Receiver for the ProphetMax Receivership Estate and IB Capital Receivership Estate during the Ninth Fee Period, which were both reasonable and necessary for the Receiver to fulfill his Court-ordered duties.

Respectfully submitted,
GUY HOHMANN

By: /s/ Guy Hohmann

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**RECEIVER FOR THE PROPHETMAX AND
I.B. CAPITAL RECEIVERSHIP ESTATES**

CERTIFICATE OF CONFERENCE

The Receiver conferred with Timothy Mulreany, counsel for the CFTC, who stated the CFTC does not oppose this Motion nor the relief sought herein. The Motion, therefore, is unopposed.

/s/ Guy Hohmann
Guy Hohmann

CERTIFICATE OF SERVICE

On January 31, 2019, I electronically submitted the foregoing document with the clerk of the court of the U.S. District Court, Western District of Texas, using the electronic case filing system of the court. I hereby certify that I have served all counsel and/or pro se parties of record electronically or by another manner authorized by Federal Rule of Civil Procedure 5(b)(2).

/s/ Guy Hohmann
Guy Hohmann



Allen & Overy
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Apollolaan 15
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The Netherlands

Amsterdam, 3 October 2018

Re : Hohmann (IB Capital FX, Echadi, Geurkink c.s.) / ING Bank N.V. Lawyer : J.Ph. de Korte
E-mail : dekorte@vosdk.nl

Dear colleague

We represent Mr. Guy Hohmann (“Hohmann”), acting in his capacity as US receiver for IB Capital FX (NZ) LLP (“IB Capital”), Mr. Emad Echadi (“Echadi”) and Mr. Michel Geurkink (“Geurkink”), and (ii) all or part of the investors in or former clients of IB Capital. As regards the last category, please note that by Statutory Restraining Order of 18 September 2012 of the U.S. District Court for the Western District of Texas, Hohmann was also appointed as receiver of Mr. Senen Pousa (“Pousa”), Investment Intelligence Corporation (“IIC”), ProphetMax Managed FX (“ProphetMax”), Mr. Joel Friant (“Friant”), Mr. Michael Dillard (“Dillard”) and Elevation Group Inc (“EGI”), and that some or all of these persons and entities acted as client or feeder fund of IB Capital.

This is a follow up to our letter to ING Bank N.V. (“ING”), dated 10 May 2017. We are also addressing your response on behalf of ING by letter, dated 26 June 2017.

Prior Correspondence And Denials By ING

1. By letter of 10 May 2017, our clients outlined details of the IB Capital fraud, in the context of which, in the period starting 19 December 2011, over 1,850 investors transferred directly or indirectly more than USD 50 million to ING in the belief they transferred their funds to personalised “Client Trust Accounts” and that their funds were being lawfully invested in accordance with their instructions and the overviews made available to them. In reality their funds were co-mingled at ING and not so invested and by July 2012, upwards of EUR 29 million was transferred out of these accounts to other accounts directly or indirectly controlled by Echadi or Geurkink, including a USD 25 million transfer to a Buda-Cash account in Hungary on 22 June 2012.



2. In the same letter, on behalf of our clients, we outlined our views of ING's liability for the damages and cost caused by ING's tort and/or breach of its duty of care and/or violation of the rules and regulations as applicable to ING in connection with the opening of bank accounts for IB Capital and facilitating transfers of funds in and out of those bank accounts. Our clients further requested ING to provide any and all documents and information that may in any way be useful for the international efforts to find and return the funds and to establish the relevant facts, including a full copy of the IB Capital client acceptance file, bank account opening files and bank account statements. This not only related to the ING bank accounts in the name of IB Capital but also to information on any other bank accounts used in the scam that ING has access to. As we pointed out at the time, it is in ING's interest to assist our clients to trace and return the stolen funds, to reduce the amount of ING's liability.
3. By your letter of 26 June 2017, ING denied any and all liability and refused to provide any information. In fact, your 26 June 2017 letter stated: "We categorically reject your contention that ING has acted in violation of US and/or Dutch laws". You further stated that our clients' allegations against ING would be "speculative and ill-founded" and that "ING has at all times acted in accordance with the applicable laws and regulations and therefore rejects your contention that it has somehow committed or participated in wrongful acts".

Admission Of Wrongdoings By ING

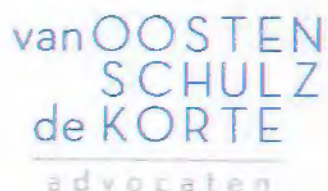
4. Since then, on 4 September 2018, the Dutch Public Prosecutor Office announced that ING accepted an offer to pay EUR 775 million in penalties to avoid criminal prosecution for structural violation of the Dutch Anti-Money Laundering and Counter Terrorism Financing Act ("Wwft") during the period 2010 to 2016. The statement of relevant facts¹ has been acknowledged by ING.
5. As follows from that statement of facts, multiple shortcomings in ING's implementation of the Wwft in the period from 2010 to 2016 were discovered by the Dutch Public Prosecutor Office. One of the conclusions is that "ING NL structurally breached the law and was guilty of a large number of criminal offenses (...) qualified as very serious" (see §5.1).
6. First, it was discovered the client due diligence ("CDD") investigation, that ING was required to conduct, was done insufficiently, or was not done at all. For instance, identification of the client and of their ultimate beneficial owner and verification data were missing. Also, ING was not or not sufficiently aware of its

¹ The English version is available at: www.om.nl/publish/pages/58351/statement_of_facts_houston.pdf



clients' activities. Contrary to ING's obligations under the Wwft, it accepted new clients without conducting proper CDD upon acceptance of the client but only afterwards, if conducted at all.

7. Secondly, ING assigned incorrect, or no risk ratings at all, to some of its clients. ING failed to request underlying documentation or to take action if clients did not provide the requested information. The lack of proper risk ratings resulted in no CDD review taking place, or a CDD review taking place too late, as well as improper monitoring of clients and transactions, so that the risk of signals of money laundering being missed was considerable.
8. Further, it was revealed that ING's policy to perform periodic and event-driven CDD reviews was conducted insufficiently or was not conducted at all. Important signals which, according to ING's internal policy, would have led to a CDD review being conducted were ignored, so that ING failed to identify signals of money laundering and to take proper measures against such money laundering.
9. Also, business relationships with undesirable clients (such as clients at risk of using ING to launder money) were not terminated timely, due to critical shortcomings in the processes and failing to comply with ING's internal policy on client exiting. As a consequence, client relationships were not terminated timely, despite an insufficient and incomplete CDD.
10. The criminal investigation into ING further revealed the transaction monitoring process at ING was insufficient. This concerns systemic failures in the generation of alerts regarding client transactions by the transaction monitoring systems and the failure to properly investigate and process those alerts. As a consequence, ING failed to take sufficient measures to identify unusual transactions and failed to identify potential money laundering signals. Outlined in more detail in the statement of facts from the Dutch Public Prosecutor Office referred to hereinabove, several systemic failures were discovered in the monitoring systems settings. For example, numerous accounts were only monitored to a limited extent and only to a maximum number of alerts per day for certain categories of money laundering signals. Notably, the maximum number of alerts generated by the system was driven by available personnel capacity. Transactions were selected for further investigation based on account percentage deviations and not on the absolute size of the transactions, so there was a risk that material transactions were not selected for further analysis. Monitoring of transactions was only carried out at account level and not at client level. Furthermore, between the years 2010 through 2016, ING did not



investigate the effectiveness of its transaction monitoring system and/or maintain updates.

11. ING had insufficient control over the correct segmentation of clients. During the client relationships, ING based the client segmentation on the client's information while failing to monitor whether clients had been assigned to the correct client segment, causing high-risk clients to be potentially incorrectly categorized and placed in a category where measures to combat money laundering were less stringent. The impact of this critical mis-categorization illustrated ING's monitoring systems were not triggered by actual unusual client transactions. ING's failure to place stringent controls over client categorization segments is yet one more example of how ING failed in its duties.
12. Lastly, the investigation showed that ING had structural problems with the capacity and quality of personnel in the departments responsible for, amongst others, CDD reviews and investigating signals of money laundering. ING did not make sufficient staff capacity available to solve these problems.
13. After pointing to the causes of the critical shortcomings described hereinbefore, the Dutch Public Prosecutor Office concludes that ING missed a significant number of money laundering signals and that ING clients were able to use ING accounts for years virtually undetected for, amongst others, money laundering and that in fact criminals did fraudulently misuse ING accounts. In light of the foregoing, the Dutch Public Prosecutor Office is of the opinion that ING violated several provisions of the Wwft on multiple occasions and on a habitual basis.
14. ING has publicly acknowledged the serious wrongdoings described hereinbefore and agreed to a payment of EUR 775 million to the Dutch State.
15. In the 4 September 2018 ING press release, representatives of ING stated publicly that "ING sincerely regrets (...) [it] did not adequately fulfil its role as gatekeeper to the financial system, helping fight financial crime", that "ING takes full responsibility" and that ING "take[s] this very serious".

Further Information

16. Exhibit 7 to the 16 November 2015 affidavit of Mr. Kyong J. Koh (forming part of the 17 November 2015 motion for preliminary injunction of the United States Commodity Futures Trading Commission (CFTC) against IB Capital, Echadi



and Geurkink)², contains documents from the file on the basis of which ING decided to open one or more of the IB Capital bank accounts in late 2011/early 2012 and a limited number of ING bank account transaction overviews.

17. This file did not comply with the requirements to be met before opening any or all ING bank accounts in this case. For example:
- The copy of the “Partnership Agreement of IB Capital FX LLP” dated 12 December 2011, that is part of that file, was not executed by the designated partners and/or delegated member Echadi and Allied International Investment Group Ltd. The file does not explain on what basis ING accepted this unsigned document to evidence anything.
 - On the face of this document it does appear to be signed on 12 December 2011 by a witness with the name of “Luis Filipe Correira” of Cascals, Portugal, but the file does not explain why a resident of Portugal was selected to act as witness and what this person actually confirmed to have witnessed. Usually a witness is used to confirm the parties to the agreement actually executed the document. The mere fact that this witness signed this document without that document first having been executed by and on behalf of the parties to the agreement should have raised serious concerns at ING – none of which is apparent from the file.
 - According to the (unsigned) “Partnership Agreement of IB Capital FX LLP” dated 12 December 2011, one of the partners and delegated members of IB Capital was supposed to have been a company incorporated in Belize with the name of “Allied International Investment Group Ltd”, while that entity is not illustrated in the 21 February 2012 hand-drawn corporate chart that Echadi provided to ING. The file does not explain this inconsistency and the file contains no corporate information on the Belize company “Allied International Investment Group Ltd” at all.
 - While the 21 February 2012 hand-drawn corporate chart that Echadi provided to ING states that Echadi was sole owner of IB Capital, the ING application form that Echadi completed on 19 December 2011 states that he had no ownership or control over IB Capital (“*Eigendom of zeggenschap: Nee*”). The file contains no explanation of this contradiction.
 - While the (unsigned) “Partnership Agreement of IB Capital FX LLP” dated 12 December 2011 provides in its recital that IB Capital was formerly

² See: www.pacermonitor.com/public/case/9899077/US_Commodity_Futures_Trading_Commission_v_IB_Capital_FX_LLC.



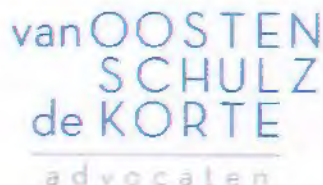
registered as "Gateway Financial Advisers LLP" on 13 May 2010, the file contains no documents to illustrate the statement was verified in any way or that any research was conducted into that entity. In fact, the ING account opening file contradicted this statement by recording (without documentary substantiation) 2 December 2011 and 12 December 2011 as dates of incorporation.

- While the ING form states 2236 Albert Hoy Street in Belize City as address of IB Capital, the file does not appear to contain evidence of the actual domicile at that or any other address.
 - While the "Certificate of Registration" of the New Zealand companies register stated the United Kingdom as IB Capital's "Country of Origin", the file contains no documentation whatsoever with respect to that UK incorporation.
 - The ING file does not contain an explanation for any need to use a UK company, co-owned via a Belize company and registered in New Zealand, to conduct the stated business.
 - The file contains no indication that ING requested and analysed evidence on IB Capital's (proposed) business, including on how the structure of investments and the actual use of the ING bank accounts were presented by IB Capital to potential clients.
18. In addition, the ING file contains no credible explanation for a Haarlem resident with no apparent education or experience in foreign currency exchange transactions, or international investment transactions in general, to attract investments with a value of tens of millions of euros from thousands of investors from all over the world, in a very short period of time. The file contains no evidence that ING verified or made an appropriate assessment on the basis of the relevant underlying documentation and on-line data of the purported business of IB Capital, the type of its clients and the source of its funds, and that ING has made an adequate and ongoing analysis of the payments coming in and going out of the ING bank accounts, even though millions of euros were transferred to and from IB Capital's ING bank accounts.
19. On 15 August 2018, we were updated by defence counsels to Echadi and Geurkink in the presence of representatives of the Dutch Public Prosecutor Office, Dutch Fiscal Information and Investigation Service ("FIOD") and other government experts that are all involved with preparing the criminal prosecution of Echadi and Geurkink and expropriation of the proceeds of their



crimes. During that meeting, we were informed of further facts concerning the massive international frauds conducted by Echadi and Geurkink and persons and entities related to them, and ING's role in those frauds, and the painstaking efforts of the Dutch government, assisted by a number of other governments, to trace the whereabouts of the funds that have been received and subsequently transferred out of the ING bank accounts as part of the fraudulent scheme.

20. During said meeting we were informed that:
- Before the ING bank accounts were opened in late 2011/early 2012, one or both Dutch suspects had been involved with an earlier similar fraud using Seychelles entities and bank accounts at Laiki Bank and Bank of Cyprus and the fraud was continued via ING after one or more Cyprus banks had refused to continue to do business.
 - Before the ING bank accounts were opened, both Dutch suspects had previous criminal records.
 - Before the ING bank accounts were opened, the criminal record, including concerning investment fraud, of one or both Dutch suspects were recognized and listed in the World-Check Database. As a common and best practice and as part of the client on-boarding due diligence investigation, and as their fiduciary duty requires, the majority of banks will validate names of individuals opening accounts against the World-Check Database to ensure the account holders do not have criminal records.
 - ING at no time obtained an executed copy of the "Partnership Agreement of IB Capital FX LLP" dated 12 December 2011.
21. In view of all the forgoing, and even without having the benefit of a copy of the documents we have requested from ING by letter of 10 May 2017, it is already clear that ING has at least in a number of ways breached its obligations vis-à-vis our clients and is liable to compensate the damages that have been caused thereby. ING was wrong to open the bank accounts of IB Capital and other accounts related to Echadi and Geurkink without having collected the relevant documentation and having conducted the proper research, was wrong to not adequately monitor, analyse and research the transactions coming in and instructed to go out of these accounts and was wrong to not terminate these relationships and prevent the funds from being transferred.
22. As you are aware, the 14 October 2016 Consent Order of the U.S. District Court for the Western District of Texas determined that the IB Capital fraud



amounted to USD 35 million (to be increased with post-judgment interest) (see Attachment 2 of our 10 May 2017 letter). During our 15 August 2018 meeting we were informed that:

- The Dutch Public Prosecutor Office has been able to trace internationally assets with a value of no more than approximately EUR 19 to 23 million related to the various frauds involving Echadi and Geurkink, but many of those assets may be very difficult or costly to recover or not be recoverable at all, for instance because of bankruptcy of the Buda-Cash fund manager in Hungary, collapse of the Cyprus banks, the fraud involving use of other entities and family members of the suspects and because of export restrictions.

23. Therefore, as already pointed out in our letter of 10 May 2017, it is evident that our clients have suffered very considerable damages as a result of ING's wrongdoings.

Invitation

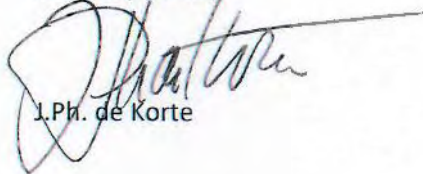
24. In view of the foregoing, your response of 26 June 2017 will not do.
25. The September 2018 settlement established between the Dutch Public Prosecutor Office and ING (assisted by your firm) evidences that ING's denials in your 26 June 2017 letter were not supported by the facts. By refusing to provide information, ING only increased the damages suffered by our clients. If ING were to continue to repeat its 26 June 2017 denials of any wrongdoing vis-à-vis our clients, it would be a clear violation of the terms of its settlement with the Dutch Public Prosecutor Office. In fact, ING needs to act responsibly and acknowledge that its wrongdoings caused our clients significant damage, and ING needs to start cooperating in full to establish the facts of the matter, including to establish the whereabouts of the stolen monies, and to compensate our clients.
26. Within a relatively short period of time, ING is hereby invited to have a meeting, whether or not under guidance of an experienced mediator to be selected jointly, to seek to bring this matter to an amicable resolution.
27. Should ING not accept this invitation within three weeks of the date of this letter or should a settlement not be reached within a reasonable period of time, our clients will be forced to take legal action against ING without further notice in any appropriate forum, including the courts of the Netherlands and the United States.

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Our clients reserve all rights and waive none, including the right to send a copy of this letter to the relevant regulators and to file criminal complaints against ING and any former or present directors or employees of ING that may be held accountable. This letter should be interpreted as a notice in accordance with article 3:317 section 1 of the Dutch Civil Code (*stuiting verjaring*).

A copy of this letter is sent to Mr. Guy Hohmann.

Sincerely yours,



J. Ph. de Korte

Van OOSTEN

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de KORTE

advocaten

BY FAX 088 - 699 02 10

The Right Honourable

Clerk of the Criminal Registry of the Court of Appeal in The Hague

Postbus 20302

2500 EH The Hague

Amsterdam, 30 November 2018

Your reference : 10/9965510-16 (gefis no. 57999) Lawyer: Mrs S.G.C. Bocxe LL.M

Re : Hohmann / IB Capital, Geurkink, Echadi

Our reference : 20170590/SB/SB Email: bocxe@vosdk.nl

Notice of complaint under Section 12 of the Code of Criminal Procedure

Your Honour,

The undersigned act as counsels for Mr Guy Hohmann in his capacity as the U.S. Receiver of IB Capital FX (NZ) LLP (hereinafter referred to as: IB Capital) and the natural persons associated with IB Capital Mr E. Echadi (hereinafter referred to as: Echadi) and Mr M. Geurkink (hereinafter referred to as: Geurkink), and as the representative of the former clients of and investors in (inter alia) IB Capital. I would like to request your attention for the following.

The undersigned submit a complaint on behalf of my clients against the decision of the Public Prosecutor (Dutch Openbaar Ministerie) (hereinafter referred to as: OM) of 3 September 2018 not to prosecute ING Bank N.V. (hereinafter referred to as: ING) (Exhibit 1).

The transaction agreement

My clients have taken note of the Houston transaction agreement, in which the State of the Netherlands and ING agreed on 3 September 2018 to a transaction for the prevention of criminal prosecution. The transaction agreement contains apparently all facts and circumstances ensuing from shortcomings in (the implementation of) the FED CDD policy, which facts and circumstances occurred in the Netherlands in the years 2010 up to and including 3 September 2018 as recorded in the Houston investigation. It is evident from the account of the facts of the Houston investigation, which forms part

Van Oosten Schulz De Korte Advocaten B.V. | Vondelstraat 41 | 1054 GJ Amsterdam | Ch. of Comm. 34224934 | T: +31(0)20 60 60 680 | F: +31(0)20 60 60 681 | www.vosdk.nl

Van Oosten Schulz De Korte Advocaten B.V. has its registered office in Amsterdam and is registered in the register of the chamber of commerce under number 34224934. General terms and conditions, which include a limitation of liability, apply to our work. These general terms and conditions are filed with the District Court in Amsterdam and are set out on the website www.vosdk.nl and we will free of charge send a copy thereof to you upon request.

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Page 2

this agreement, that ING has not regularly fulfilled its obligations on the basis of the Money Laundering and Terrorist Financing (Prevention) Act. The shortcomings consist, in summary, of 1) the absence or incompleteness of the CDD files, 2) the allocation of incorrect risk classifications, 3) not having a (periodical) CDD review process in order, 4) not terminating business relationships in a timely manner, 5) the insufficient functioning of the item transaction monitoring system, 6) classifying clients in the wrong segments 7) having insufficient qualitative and quantitative personnel capacity available. The OM has concluded that ING, due to inadequate implementation of the FED CDD policy, has missed over a number of years many money laundering and corruption signals. The

number of clients who developed criminal activities that ING could have identified if ING had correctly implemented the policy is unknown. The OM has concluded on the basis of the investigation that a large number of unusual transactions have not been recognised by ING. The failure in the implementation of the policy has resulted in a number of clients for many years being able to make virtually undisturbed use of accounts of ING inter alia for money laundering practices.

The OM has decided to offer a transaction to ING. In exchange for a payment of €775 million to the State there will be no prosecution of ING under criminal law.

IB Capital

From December 2011 Echadi has managed to open a number of bank accounts at ING for IB Capital due to inadequate investigation by ING.

IB Capital argued that it was active in investments in exchange trading on behalf of clients. Within a very short period of time very large amounts of money were received in the ING accounts of IB Capital. IB Capital received in less than half a year the equivalent of more than USD 50 million in these accounts, originating from approximately 1,850 investors worldwide. It was put to these investors that this money was invested in conformity with the investment overviews made available to them 'online'. The reality was that no investments were made in conformity with these overviews and the money was siphoned off to the offenders committing this fraud and inter alia used for the private purchase of real estate abroad. Around May 2012 the investors were falsely informed by IB Capital that large losses had been suffered. Thereupon, in June 2012 it was reported that IB Capital would cease its work.

There is presently a criminal prosecution in the Netherlands ongoing against Echadi and Geurkink related to (inter alia) forgery of documents (Section 225 of the Penal Code), fraud (Section 326 of the Penal Code), embezzlement, or as the case may be employee embezzlement (Section

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321/322 of the Penal Code) money laundering (Section 420a of the Penal Code) and participation in a criminal organisation (Section 140 of the Penal Code).

Mr Hohmann has been appointed by the United States District Court For The Western District of Texas Austin Division as the Receiver of IB Capital, Echadi and Geurkink. In this capacity he also represents the disadvantaged former clients of and investors in IB Capital and he has inter alia the duty to recover the loss suffered by them. On the basis of the Consent Order dated 14 October 2016 (**Exhibit 2**) it has been recorded that the fraud has caused a loss for the former client of and investors in IB Capital of at least USD 35 million. This amount appears to be not, or only with significant efforts and costs and only for a part, recoverable from IB Capital, Echadi, Geurkink and other parties involved. It has thereby been established that the clients have suffered considerable loss. If ING had fulfilled its obligations, this loss would not have been suffered.

Interested parties

ING opened its bank accounts for the benefit of IB Capital without (any beginning of) a proper client survey. This is objectionable because it would have become evident from a further client survey that IB Capital was not a legitimate company and the natural persons involved had been the subject earlier of investigation under criminal law for similar offences. The investors transferred (large) amounts of money to these accounts of ING. Furthermore, the transactions that subsequently took place via these accounts were not, or hardly, monitored, as a result of which in total tens of millions could be siphoned off, including the transfer of USD 25 million on 22 June 2012 to an account at Buda-Cash in Hungary. The investors of IB Capital have suffered enormous loss because of this. If ING had acted in conformity with the FED CDD, this loss could have been prevented / considerably limited. The interests of the complainants is therefore situated in (compensation of) the loss suffered, as well as in the betrayed confidence in ING and the evident lack of integrity on the part of ING, in the course of which they are directly affected due to the payment of amounts of money to ING accounts.

Complaint

It seems to the complainants that the body of facts set out above falls under the scope of the transaction agreement, with regard to the period of time and the specific shortcomings, as well as in the sense that the public prosecution service does not have the intention to follow up further reports under criminal law, which concern a similar body of facts. Insofar as this is not the case, for example with regard to the actual offenders still to be traced, a separate report will be made where required.

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First of all, the complainants are of the opinion that due to the extent of the loss, the seriousness and the large-scale of the offences, the position of the victims, the public interest and the requirement of transparency, the case cannot be settled by means of this transaction. If no transaction can be reached on suitable conditions, in the course of which the loss will be compensated that the victims have suffered due to the criminal acts referred to, the case must be submitted to the criminal court on the basis of these substantial interests.

The complainants are in particular of the opinion that during the decision not to prosecute under the condition of the payment of a very considerable amount of money to the State, the OM has insufficiently taken their interests into consideration. It must be considered that the disadvantaged investors of IB Capital have no benefit whatsoever from the payment by ING of considerable amounts of money to the State, and also have no benefit from a transaction whereby the loss suffered by them is not compensated by ING and also not even by the State. The OM has insufficiently taken the interests of the disadvantaged parties into consideration during this decision on prosecution.

The complainants further point out the fact that no adequate investigation seems to have been conducted of the knowledge on the part of the responsible directors, actual managers and actual offenders. It must be considered that it is evident from the transaction that ING, for some years, received signals and warnings from supervisory authorities, following which insufficient action was taken. The complainants are therefore of the opinion that on this basis there are sufficient grounds and specific information available to be able to base the suspicion of one or more criminal offences against the legal entity and actual managers. It is inconceivable that the regular breach of the law over many years does not classify as a standing policy of the responsible directors of ING during this period.

The complainants furthermore would like to refer to the correspondence that has been conducted on their behalf with ING, which is in sharp contrast to the indulgent manner in which ING has spoken with regard to the settlement of specific cases. Already on 10 May 2017 ING was extensively

informed on behalf of the complainants that there were misunderstandings with regard to IB Capital and Echadi and Geurkink and further information was requested from ING (**Exhibit 3**). In response thereto ING rejected in strong terms all liability; at that time it was still adamantly denying that which has meanwhile been acknowledged in the transaction agreement. For this reason, on 3 October 2018, ING was written to once again with the question of whether the outlined course of events in the transaction agreement and the account of the facts require another approach. The receipt of this letter has been confirmed, but a substantive response has not been forthcoming to date in spite of promises. This attitude of ING is not consistent

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Page 5

with the contents of the transaction agreement in which ING argues that it 'regrets the incidents in the past' and 'expressly wishes to distance itself therefrom'. It must be considered that ING does acknowledge in the transaction agreement **the** entirety of the established shortcomings and the failing FED CDD policy as this is described in the body of facts of the transaction. In contrast to its public statements concerning the transaction, ING does not implement its (social) responsibility. Simply stated, repentance is shown in public but in practice ING is antagonistic.

Conclusion

Buying off a criminal prosecution is absolutely inappropriate for as long as the loss suffered by the actual victims of the criminal act concerned is not properly compensated. It is sufficiently evident from the above that a criminal prosecution of (the actual managers of) ING is justified, feasible and opportune. The complainants therefore request that this Court orders the criminal prosecution of ING. Alternatively, the complainants request that this Court proceeds with ordering the conducting of further investigation. The complainants retain the right to add to this complaint and would like to be provided with the opportunity to explain all this at the hearing.

We thank you in advance for the efforts to be made by you. I am of course happily prepared to provide further explanation (by telephone).

Yours faithfully,

Also on behalf of G.J. van Oosten LL.M and J.Ph. de Korte LL.M

Mrs S.G.C. Bocxe LL.M

cc. The Right Honourable Advocate General at the Procurator General's Office at the Court of Appeal
in The Hague, by fax 088-699 02 10

VAN OOSTEN
ADVOCATEN

Hohmann, Brophy & Shelton
De heer G. Hohmann
210 Barton Springs Road Suite #500
TX 78704 Austin

Amsterdam, June 4, 2018

Your reference : Lawyer : mr. J.Ph. Jurjen de Korte
Subject : Hohmann / IB Capital, Geurkink, Echadi
Our reference : 20170590 Email : dekorte@vosdk.nl

FEE NOTE: 1801383

Regarding work done up untill May 2018

Fee	€	1.248,00
Total amount due	€	1.248,00

Payments should be made within 14 days by bank transfer to Van Oosten Advocaten at
IBAN NL56 RABO 0158 0891 62. Please mention invoice number: 1801383 as your reference.

BIC: RABONL2U VAT: NL8143.83.129.B.01

**VAN OOSTEN
ADVOCATEN**

Hohmann, Brophy & Shelton
De heer G. Hohmann
210 Barton Springs Road Suite #500
TX 78704 Austin

Amsterdam, July 3, 2018

Your reference : Lawyer : mr. J.Ph. Jurjen de Korte
Subject : Hohmann / IB Capital, Geurkink, Echadi
Our reference : 20170590 Email : dekorte@vosdk.nl

FEE NOTE: 1801578

Regarding work done up until June 2018

Fee	€	1.014,00
Total amount due	€	1.014,00

Payments should be made within 14 days by bank transfer to Van Oosten Advocaten at
IBAN NLS6 RABO 0158 0891 62. Please mention invoice number: 1801578 as your reference.

BIC: RABONL2U VAT: NL8143.83.129.B.01

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Door ons wordt geen aansprakelijkheid aanvaard behoudens voor zover de door ons verplicht afgesloten beroepsaansprakelijkheidsverzekering in voortkomend geval aanspraak op een uitkering geeft.

Exhibit 3

VAN OOSTEN
ADVOCATEN

Hohmann, Brophy & Shelton
De heer G. Hohmann
210 Barton Springs Road Suite #500
TX 78704 Austin

Amsterdam, August 10, 2018

Your reference : Lawyer : mr J.Ph. de Korte
Subject : Hohmann / IB Capital, Geurkink, Echadi
Our reference : 20170590 Email : dekorte@vosdk.nl

FEE NOTE: 1802003

Regarding work done up until July 2018

Fee	€	1.053,00
Total amount due	€	1.053,00

Payments should be made within 14 days by bank transfer to Van Oosten Advocaten at
IBAN NL56 RABO 0158 0891 62. Please mention invoice number: 1802003 as your reference.

BIC: RABONL2U **Exhibit 3**
VAT₃ NL8143.83.129.B.01

van OOSTEN
SCHULZ
de KORTE
attorneys at law

Hohmann, Brophy & Shelton
De heer G. Hohmann
210 Barton Springs Road Suite #500
TX 78704 Austin

Amsterdam, 12 September 2018

Matter Hohmann / IB Capital, Geurkink, Echadi
Our reference 20170590
Attorney J.Ph. de Korte

FEE STATEMENT: 1802288

Legal services over August 2018

Fees	€	9,699.00
Total amount	€	9,699.00

Payments should be made within 14 days to Van Oosten Schulz De Korte Advocaten B.V. at
IBAN NL56 RABO 0158 0891 62 BIC: RABONL2U VAT: NL8143.83.129.B.01

van OOSTEN
SCHULZ
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attorneys at law

The Hohmann Law Firm
De heer G. Hohmann
114 W. 7th Street Suite 1100
TX 78704 Austin
Texas

Amsterdam, 4 October 2018

Matter : Hohmann / IB Capital, Geurkink, Echadi
Our reference : 20170590
Attorney : J.Ph. de Korte

FEE STATEMENT: 1802425

Legal services over September 2018

Fees	€	5,916.00
Total amount	€	<u>5,916.00</u>

Payments should be made within 14 days to Van Oosten Schulz De Korte Advocaten B.V. at
IBAN NL56 RABO 0158 0891 62 BIC: RABONL2U VAT: NL8143.83.129.B.01

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The Hohmann Law Firm
De heer G. Hohmann
114 W. 7th Street Suite 1100
TX 78704 Austin
Texas

Amsterdam, 6 November 2018

Matter : Hohmann / IB Capital, Geurkink, Echadi
Our reference : 20170590
Attorney : J.Ph. de Korte

FEE STATEMENT: 1802772

Legal services over October 2018

Fees	€	13,170.00
Total amount	€	13,170.00

Payments should be made within 14 days to Van Oosten Schulz De Korte Advocaten B.V at
IBAN NL56 RABO 0158 0891 62 BIC: RABONL2U VAT: NL814333129.B.01

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attorneys at law

The Hohmann Law Firm
De heer G. Hohmann
114 W. 7th Street Suite 1100
TX 78704 Austin
Texas

Amsterdam, 6 December 2018

Matter Hohmann / JB Capital, Geurkink, Echadi
Our reference 20170590
Attorney J.Ph. de Korte

FEE STATEMENT: 1803093

Legal services over November 2018

Fees	€	18,297.00
Advance on account	€	-4,389.79
Total amount	€	13,907.21

Payments should be made within 14 days to Van Oosten Schulz De Korte Advocaten B.V. at
IBAN NL56 RABO 0153 0891 62 BIC: RABONL2U VAT: NL8143.83.129.B.01

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The Homann Law Firm
De heer G. Hohmann
114 W. 7th Street Suite 1100
TX 78704 Austin
Texas

Amsterdam, 8 January 2019

Matter : Hohmann / IB Capital, Geurkink, Echadi
Our reference : 20170590
Attorney : J.Ph. de Korte

FEE STATEMENT: 1900101

Legal services over December 2018

Fees	€	8,853.00
Translation costs	€	267.40
Total amount	€	9,120.40

Payments should be made within 14 days to Van Oosten Schulz De Korte Advocaten B.V. at
IBAN NL56 RABO 0158 0891 62 BIC: RABONL2U VAT: NL8143.83.129.B.01



The Hohmann Law Firm

Norwood Tower
114 West 7th Street, Suite 1100
Austin
Texas 78701
Guyh@hohmannlaw.com
www.hohmannlaw.com
O: 512-495-1438

INVOICE

Number	1105
Issue Date	1/31/2019
Due Date	
Email	guyh@hohmannlaw.com

Bill To:

Guy Hohmann Receiver for ProphetMax and I.B. Capital
114 West Seventh Street
Suite 1100
Austin, Texas 78701
O: 512-495-1438

Time Entries

Time Entry	Rate	Hours	Sub
GMH-RCVR 4/3/2018 Review and revise Status Report and Eighth Fee Application, emails to the CFTC, Dutch Counsel and Echadi's Counsel regarding status.	\$658.75	1.40	\$922.25
GMH-RCVR 4/4/2018 Review and revise report and Eighth Fee Application, emails with Mr. Echadi's counsel regarding status, emails with Tim Mulreany regarding same and email to Dutch counsel regarding same and updated invoices. Review Status Report with paralegal Ryn Hohmann. Emails to and from the CFTC, Mr. Echadi's counsel, and my Dutch counsel regarding [REDACTED] [REDACTED] Review materials from the CFTC regarding location of the frozen funds, account owners and various other matters.	\$658.75	2.80	\$1,844.50
GMH-RCVR 4/5/2018 Review of materials from the CFTC speaking to the location of the frozen funds and various other matters, review of invoices from Dutch counsel and emails regarding same, potential complications arising out of funds in Cyprus, emails with Tim Mulreany regarding status of Dutch proceedings. Review of status report and fee application and exhibits to be appended to same.	\$658.75	2.80	\$1,844.50
GMH-RCVR 4/7/2018 Continue reviewing documents from the CFTC and Dutch authorities speaking to the location and amounts of frozen funds, email with Mr. Geurkink's counsel regarding repatriation of funds, email to Mr. Jurgen de Korte regarding same and his follow-up with Mr. Geurkink's counsel, review and respond to emails from investors.	\$658.75	1.60	\$1,054.00
RH-PA 4/7/2018 Ryn Hohmann Paralegal - Update investor victim spreadsheet for the Receiver - Email communication, contact information.	\$0.00	0.50	\$0.00
GMH-RCVR 4/9/2018 Continue preparing Status Report and Eighth Fee application and exhibits to same.	\$658.75	1.10	\$724.63

Time Entry	Rate	Hours	Sub
RH-PA 4/9/2018 Ryn Hohmann Paralegal - Update investor victim spreadsheet for the Receiver - Email communication, contact information.	\$0.00	0.50	\$0.00
GMH-RCVR 4/10/2018 Emails with Mr. Geurkink's counsel regarding status, emails with Mr. Mulreany regarding same.	\$658.75	0.40	\$263.50
RH-PA 4/11/2018 Ryn Hohmann Paralegal - Update investor victim spreadsheet for the Receiver - Email communication, contact information for various investors.	\$0.00	0.20	\$0.00
GMH-RCVR 4/13/2018 Email with Mr. Echadi's counsel regarding status of his discussions with the Dutch prosecutor, finalize Status Report and Eighth Fee Application. Review various emails regarding status of plea discussions, review of invoices. Update report for Receivership website and Facebook site.	\$658.75	2.40	\$1,581.00
GMH-RCVR 4/17/2018 Review and revise Status Report and Eighth Fee Application, emails with Tim Mulreany regarding same, review selected cases speaking to jurisdictional issues in connection with ING bank claim.	\$658.75	1.10	\$724.63
GMH-RCVR 4/19/2018 Review and revise Facebook update from and to investor victims, finalize status report.	\$658.75	0.80	\$527.00
GMH-RCVR 4/20/2018 Emails to and from investor victims, review of documents speaking to locations and financial institutions holding frozen funds plus review websites and other information concerning the status of those financial institutions.	\$658.75	1.20	\$790.50
GMH-RCVR 4/23/2018 Review of emails from investor victims and Facebook postings. Review of Dutch statute regarding crime victims' rights.	\$658.75	0.80	\$527.00
GMH-RCVR 4/24/2018 Emails with Mr. J. Ph. Jurjen de Korte and Mr. G.J. (Geertjan) van Oosten regarding [REDACTED] [REDACTED]	\$658.75	0.40	\$263.50
GMH-RCVR 4/26/2018 Emails with counsel for Mr. Gueurkink and follow up with the Dutch prosecutor.	\$658.75	0.20	\$131.75
RH-PA 4/27/2018 Ryn Hohmann Paralegal - Update investor victim spreadsheet for the Receiver - Email communication, contact information for various investors.	\$0.00	0.20	\$0.00
GMH-RCVR 5/7/2018 Emails from and to investor victims regarding status, emails with Keri Anderson regarding same.	\$658.75	0.30	\$197.63
GMH-RCVR 5/8/2018 Emails regarding status conference with Judge Yeakel and participate telephonically in same, telephone conference with Tim Mulreany regarding same plus further communications with the Dutch prosecutor regarding status.	\$658.75	0.40	\$263.50

Time Entry	Rate	Hours	Sub
RH-PA 5/15/2018 Ryn Hohmann Paralegal - Update investor victim spreadsheet for the Receiver - Email communication, contact information for various investors.	\$0.00	0.30	\$0.00
GMH-RCVR 5/16/2018 Emails with investors regarding communications with the Dutch prosecutor.	\$658.75	0.20	\$131.75
GMH-RCVR 5/17/2018 Emails with investor victims.	\$658.75	0.10	\$65.88
GMH-RCVR 5/21/2018 Telephone conference with Tim Mulreany regarding dismissal of action.	\$658.75	0.10	\$65.88
GMH-RCVR 5/22/2018 Emails with Tim Mulreany regarding status of the Dutch plea agreements.	\$658.75	0.20	\$131.75
GMH-RCVR 5/23/2018 Emails from and to investor victims, emails with Mr. Echadi's counsel.	\$658.75	0.20	\$131.75
GMH-RCVR 5/30/2018 Emails to Mr. Guerink's counsel regarding status of settlement agreement.	\$658.75	0.10	\$65.88
RH-PA 5/30/2018 Ryn Hohmann Paralegal - Update investor victim spreadsheet for the Receiver - Email communication, contact information for various investors.	\$0.00	0.20	\$0.00
GMH-RCVR 5/31/2018 Emails with investor victims regarding status of Dutch proceeding.	\$658.75	0.20	\$131.75
RH-PA 6/6/2018 Ryn Hohmann Paralegal - Update investor victim spreadsheet for the Receiver - Email communication, contact information for various investors	\$0.00	0.10	\$0.00
GMH-RCVR 6/12/2018 Emails from Tim Mulreany, the Dutch prosecutor and the Department of Justice regarding status of agreement and next steps, emails with Tim Mulreany and Dutch counsel regarding same.	\$658.75	0.60	\$395.25
GMH-RCVR 6/19/2018 Emails with Dutch counsel regarding [REDACTED]	\$658.75	0.20	\$131.75
RH-PA 6/20/2018 Ryn Hohmann Paralegal - Update investor victim spreadsheet for the Receiver - Email communication, contact information for various investors.	\$0.00	0.10	\$0.00
GMH-RCVR 6/21/2018 Prepare outline of matters to discuss with Dutch counsel, emails with Dutch counsel regarding [REDACTED]	\$658.75	0.30	\$197.63
GMH-RCVR 6/22/2018 Emails with investors regarding status.	\$658.75	0.10	\$65.88

Time Entry	Rate	Hours	Sub
GMH-AIC 6/26/2018 Emails and telephone conference with Dutch counsel regarding [REDACTED] [REDACTED] [REDACTED]	\$658.75	0.70	\$461.13
GMH-RCVR 7/6/2018 Emails with Mr. Jurjen de Korte regarding [REDACTED] [REDACTED], emails with Tim Mulreany regarding status, emails from and to investor victims.	\$658.75	0.80	\$527.00
RH-PA 7/6/2018 Ryn Hohmann Paralegal - Update investor victim spreadsheet for the Receiver - Email communication, contact information for several investors.	\$0.00	0.10	\$0.00
GMH-RCVR 7/12/2018 Emails with Tim Mulreany regarding status, email with Ryn Hohmann regarding forwarding our list of investors to Dutch counsel.	\$658.75	0.30	\$197.63
GMH-RCVR 7/14/2018 Review of pleadings regarding Motion to Approve Claims Process, conference with Ryn Hohmann regarding same and review and revising list of investor victims and forwarding to my Dutch counsel.	\$658.75	0.60	\$395.25
GMH-RCVR 7/15/2018 Emails with Dutch counsel regarding status, [REDACTED] and refinement of investor victim list.	\$658.75	0.30	\$197.63
RH-PA 7/16/2018 Ryn Hohmann Paralegal - ProphetMax Review Motion of Claims Approval Process. Reviewed, updated Investor Spreadsheet, added additional data for upcoming distribution approval process. Initial Review of investor records, emails, documentation. Site visit with Carrie Gottesman and Keri Anderson regarding ProphetMax process Claims Approval Process. Review and capture records in secure repository as well as review Outlook records. Conference call with the Receiver regarding current state and Upcoming Distribution Process. Prepare Investor Spreadsheet to send to the Dutch prosecutor.	\$0.00	6.00	\$0.00
RH-PA 7/17/2018 Ryn Hohmann Paralegal - Continue to work on Investor Spreadsheet and add needed data for upcoming distribution approval process. Continue to review investor records, emails and other documentation. Continue review and capture records in secure repository as well as review Outlook records.	\$0.00	6.00	\$0.00
GMH-RCVR 7/18/2018 Review of Motions to Distribute. Review of Motion to Approve of Claims Process and Order in connection with same.	\$658.75	0.60	\$395.25
GMH-RCVR 7/19/2018 Review of selected source documents evidencing particular investors' losses, telephone conference with investor victims regarding status. Emails with Ms. Sanne Bocxe [REDACTED] [REDACTED] [REDACTED]	\$658.75	2.80	\$1,844.50
GMH-RCVR 7/20/2018 Continue reviewing selected documents from investor files to confirm amounts on list.	\$658.75	3.20	\$2,108.00

Time Entry	Rate	Hours	Sub
GMH-RCVR 7/23/2018 Emails with Tim Mulreany regarding status report and possible in camera submission. Review local rules speaking to filing documents under seal, email with Judge Yeakel's clerk regarding status report.	\$658.75	0.70	\$461.13
GMH-RCVR 7/24/2018 Respond to investor emails.	\$658.75	0.10	\$65.88
GMH-RCVR 7/25/2018 Review information from the CFTC regarding location of frozen funds and email to Tim Mulreany regarding draft status report.	\$658.75	0.80	\$527.00
GMH-RCVR 7/26/2018 Review of selected claim files of investor victims to confirm we have sufficient supporting documentation, prepare status report and email with Mr. Mulreany regarding draft of same.	\$658.75	2.80	\$1,844.50
GMH-RCVR 7/27/2018 Review of selected documentation from investor claim files, review of Australian Liquidator reports, email to Australian Liquidator regarding same and upcoming conference call.	\$658.75	2.40	\$1,581.00
GMH-RCVR 7/28/2018 Review of selected investor claim files and conference with Ryn Hohmann and telephone conference with intern Tyler Cunningham regarding same.	\$658.75	1.80	\$1,185.75
RH-PA 7/29/2018 Ryn Hohmann Paralegal - Update investor victim spreadsheet for the Receiver - Email communication, contact information.	\$0.00	0.30	\$0.00
Intern 7/29/2018 Begin initial review of investor victim records: requirements, validate documents, validate all contact information.	\$20.00	1.00	\$20.00
GMH-RCVR 7/30/2018 Telephone conference with the Australian Liquidator (Blair Pleash) and Kathleen Voochies regarding comparison of our lists, assimilation of theirs and documentation submitted by investors. Emails with Keri Anderson and Carrie Gottesman regarding support documentation for selected investors' claims, emails with Australian Liquidator regarding his list of investors and amounts previously paid and upcoming conference call, outline list of matters to discuss with Mr. Pleash and telephone conference with Mr. Pleash regarding various other matters. Continue reviewing documentation supporting claim amounts of selected investors, emails with the Australian Liquidator, regarding his list of approved investors and scheduling conference call. Review selected portions of data on Hohmann, Taube, and Summers hard drive regarding investors documentation.	\$658.75	5.20	\$3,425.50
Intern 7/30/2018 Continue initial review of investor victim records: requirements, validate documents, validate all contact information.	\$20.00	1.00	\$20.00
RH-PA 7/31/2018 Ryn Hohmann Paralegal - Continue to review investor victim spreadsheet and validate investor records. Email communication with investor victims.	\$0.00	3.00	\$0.00
GMH-RCVR 8/1/2018 Emails to and from Ms. Sanne Boxce regarding [REDACTED] emails with Tim Mulreany regarding same, emails from and to various investor victims.	\$658.75	2.60	\$1,712.75

Time Entry	Rate	Hours	Sub
Intern 8/1/2018 Review of investor victim records: validate documents, validate all contact information.	\$20.00	3.00	\$60.00
GMH-RCVR 8/2/2018 Emails to and from investor victims regarding status.	\$658.75	0.15	\$98.81
Intern 8/2/2018 Continue to review investor victim records: validate documents, validate all contact information.	\$20.00	4.00	\$80.00
GMH-RCVR 8/3/2018 Telephone call with an investor victim regarding status. Telephone conference with Ms. Sanne Boxce regarding [REDACTED] [REDACTED] with the Dutch Prosecutor, review letter from the Australian Liquidator, multiple Excel spreadsheets with his list of victims and approved claim amounts.	\$658.75	3.90	\$2,569.13
Intern 8/3/2018 Continue to review investor victim records: validate documents, validate all contact information.	\$20.00	4.00	\$80.00
Intern 8/4/2018 Continue to review investor victim records: validate documents, validate all contact information.	\$20.00	6.00	\$120.00
GHM-RCVR 8/7/2018 Review of selected investor's claim documentation.	\$658.75	1.80	\$1,185.75
GMH-RCVR 8/8/2018 Emails to and from Keri Anderson regarding selected investors documentation. Review supporting documents from investors claim file and review of Excel spreadsheet from Australian Liquidator in connection with same.	\$658.75	3.60	\$2,371.50
GMH-RCVR 8/9/2018 Continue reviewing documentation supporting losses submitted by investors, comparing our investors list with the Australian Liquidator and emails with selected investors regarding loss documentation, emails with Keri Anderson regarding our list of investor victims.	\$658.75	2.70	\$1,778.63
GMH-RCVR 8/10/2018 Continue reviewing support documentation for selected investor losses and comparison of our investor list with the Australian Liquidator's list.	\$658.75	3.20	\$2,108.00
RH-PA 8/10/2018 Ryn Hohmann Paralegal - Update investor victim spreadsheet for the Receiver - Email communication, contact information for numerous investors.	\$658.75	0.30	\$197.63
GMH-RCVR 8/13/2018 Continued review of selected investors claim documentation, prepare email to Dutch counsel regarding our investor victims list, [REDACTED] [REDACTED]	\$658.75	5.30	\$3,491.38
GMH-RCVR 8/17/2018 Review email from Mr. Van Oosten regarding [REDACTED].	\$658.75	0.40	\$263.50

Time Entry	Rate	Hours	Sub
Contract Labor 8/18/2019 Excel expert - Assist with creating advanced lookup reference tools for investor victim spreadsheet.	\$150.00	1.30	\$195.00
GMH-RCVR 8/27/2018 Review of various websites for existence of Mutual Lateral Assistance Treaties and other information from various websites to determine the most efficient manner in which to repatriate the frozen funds. Review of Action Items list and outline for further discussions with my Dutch counsel, email with Mr. Mulreany regarding recent meeting between the Dutch prosecutor and my Dutch counsel, further review of lengthy email from my Dutch [REDACTED] [REDACTED] Emails with Dutch counsel regarding conference call. Emails with Judge Yeakel's clerk regarding status, email with Tim Mulreany, regarding same, emails to Tim Mulreany regarding recent events and conference call.	\$658.75	3.80	\$2,503.25
RH-PA 8/27/2018 Ryn Hohmann Paralegal - Update investor victim spreadsheet for the Receiver - Email communication, contact information for investors.	\$0.00	0.20	\$0.00
GMH-RCVR 8/28/2018 Telephone conference with Ms. Sanne Boxce regarding [REDACTED] [REDACTED] emails with Tim Mulreany regarding same, conference call and assistance from the CFTC, international division, Outline of information to be added into Excel spreadsheet to transmit to the CFTC, emails with Dutch counsel regarding [REDACTED] [REDACTED]	\$658.75	5.30	\$3,491.38
GMH-RCVR 8/30/2018 Prepare for and telephone conference with Tim Mulreany regarding recent meeting with the Dutch Prosecutor, my Dutch counsel and counsel for Mr. Echadi and Mr. Geurkink, emails with Tim Mulreany regarding lists of different victims maintained by the Dutch prosecutor and obtaining same, review selected cases regarding Receiver's ability to collect.	\$658.75	1.80	\$1,185.75
GMH-RCVR 9/3/2018 Continue reviewing supporting claim documentation for selected investors claim submissions.	\$658.75	0.80	\$527.00
GMH-RCVR 9/4/2018 Review email from Dutch counsel regarding [REDACTED] Review articles regarding same and emails with Tim Mulreany regarding same. Email to the Australian Liquidator regarding same.	\$658.75	0.70	\$461.13
GMH-RCVR 9/5/2018 Emails with Australian Liquidator regarding ING Bank articles, total amounts owed to creditors in their proceeding and conference call.	\$658.75	0.30	\$197.63
GMH-RCVR 9/7/2018 Telephone conference with investor victims regarding status	\$658.75	0.15	\$98.81
GMH-RCVR 9/10/2018 Prepare for telephone conference with my Dutch counsel regarding [REDACTED] [REDACTED] [REDACTED] emails with the Australian Liquidator regarding conference call and their list of unpaid victims, review settlement agreement between the Dutch Prosecutor and ING.	\$658.75	2.80	\$1,844.50

Time Entry	Rate	Hours	Sub
GMH-RCVR 9/11/2018 Review of various reports and spreadsheets from the Australian Liquidator and participate in conference call, follow-up email exchange with the Australian Liquidator regarding methodology used by them in arriving at \$32 million total loss.	\$658.75	1.10	\$724.63
RH-PA 9/11/2018 Ryn Hohmann Paralegal - Update investor victim spreadsheet for the Receiver - Email communication, contact information for investors.	\$0.00	0.10	\$0.00
GMH-RCVR 9/12/2018 Continue reviewing Dutch Prosecutor materials in connection with \$900 million ING settlement and review background information in connection with \$916 million fine from 2012, evaluate U.S. jurisdiction issues, review of ING press release and email with Dutch counsel regarding same, emails with Dutch counsel regarding [REDACTED].	\$658.75	2.70	\$1,778.63
GMH-RCVR 9/13/2018 Emails with Mr. Jurgen de Korte regarding [REDACTED] [REDACTED] [REDACTED] emails from and to investor victims.	\$658.75	1.00	\$658.75
GMH-RCVR 9/17/2018 Review and revise proposed letter to ING's counsel	\$658.75	0.70	\$461.13
GMH-RCVR 9/19/2018 Review and review proposed letter to ING's counsel and conference with Ryn Hohmann regarding same, prepare for and conference with Tim Mulreany regarding status, recent developments and claim against ING Bank.	\$658.75	1.80	\$1,185.75
RH-PA 9/19/2019 Ryn Hohmann Paralegal - Attend meeting with the Receiver and Tim Mulreany regarding next steps with CFTC, Local Dutch Counsel, and Dutch Prosecutor.	\$0.00	1.00	\$0.00
GMH-RCVR 9/20/2018 Review and revise 2nd draft of proposed letter to ING's counsel and emails with Dutch counsel regarding same.	\$658.75	0.70	\$461.13
GMH-RCVR 9/25/2018 Emails to and from investor victims.	\$658.75	0.15	\$98.81
GMH-RCVR 9/26/2018 Emails to and from investor victims.	\$658.75	0.10	\$65.88
RH-PA 9/27/2018 Ryn Hohmann Paralegal - Update investor victim spreadsheet for the Receiver - Email communication, contact information for investors.	\$0.00	0.10	\$0.00
GMH-RCVR 9/28/2018 Emails with Mr. Jurgen De Korte regarding [REDACTED]. Review of selected documents provided by investors regarding instructions to wire funds to ING, email regarding Mr. Jurgen de Korte regarding [REDACTED].	\$658.75	0.80	\$527.00

Time Entry	Rate	Hours	Sub
GMH-RCVR 10/1/2018 Review email and revised letter to ING's counsel. Review and revise email regarding [REDACTED] [REDACTED] emails with Tim Mulreany regarding all of the above	\$658.75	1.00	\$658.75
GMH-RCVR 10/2/2018 Review email and revised letter to ING's counsel. Review and revise proposed letter to ING, Review of emails regarding proposed list of questions my Dutch counsel would like the Department of Justice to ask Mr. Echadi and Mr. Geurkink email with Tim Mulreany regarding all of the above.	\$658.75	1.30	\$856.38
GMH-RCVR 10/3/2018 Review of email from Dutch counsel regarding letter to ING, email to Tim Mulreany regarding same, obtaining list of investors from the Dutch prosecutor and repatriation of frozen funds and timing of same.	\$658.75	1.30	\$856.38
GMH-RCVR 10/7/2018 Emails with Tim Mulreany regarding status of Dutch negotiations with Dutch Prosecutor, email with Dutch counsel regarding same	\$658.75	0.40	\$263.50
GMH-RCVR 10/14/2018 Emails to the Australian Liquidator regarding quantification of investor losses and reconciliation between certain schedules, review of same and previous status reports from the Australian Liquidator.	\$658.75	0.60	\$395.25
GMH-RCVR 10/16/2018 Telephone conference with Tim Mulraney regarding status of negotiations between the Dutch prosecutor and the defendants counsel and various other matters. Emails from and to investor victims, email to Mr. Jurgen de Korte regarding [REDACTED] [REDACTED]	\$658.75	0.60	\$395.25
GMH-RCVR 10/17/2018 Review of proposed new engagement letter with Mr. Jurgen de Korte's new firm, emails regarding same	\$658.75	0.40	\$263.50
GMH-RCVR 10/18/2018 Revise proposed new engagement letter and emails regarding same, emails from investor victims and Dutch counsel	\$658.75	0.60	\$395.25
RH-PA 10/18/2018 Ryn Hohmann Paralegal - Update investor victim spreadsheet for the Receiver - Email communication, contact information.	\$0.00	0.10	\$0.00
GMH-RCVR 10/22/2018 Email to investor victim.	\$658.75	0.10	\$65.88
GMH-RCVR 10/24/2018 Review of revised engagement letter with Dutch counsel and execute order.	\$658.75	0.20	\$131.75
GMH-RCVR 10/29/2018 Review email from my Dutch counsel regarding [REDACTED] [REDACTED], email with investor victims.	\$658.75	0.30	\$197.63

Time Entry	Rate	Hours	Sub
GMH-RCVR 10/31/2018 Email from and to investor victims regarding status and recent hearing in the Netherlands.	\$658.75	0.10	\$65.88
GMH-RCVR 11/8/2018 Review lengthy email from my Dutch counsel regarding [REDACTED]. Review of Hungary Investor Protection Fund Report on the insolvency proceeding of Buda-Cash, LTD.	\$658.75	0.40	\$263.50
GMH-RCVR 11/9/2018 Outline of questions to ask my Dutch counsel in preparation for upcoming call and participate in same, emails with Tim Mulreany regarding status.	\$658.75	1.80	\$1,185.75
GMH-RCVR 11/13/2018 Telephone conference with Tim Mulreany regarding my recent telephone conference with Dutch counsel and retrieval of funds from Morocco.	\$658.75	0.20	\$131.75
RH-PA 11/13/2018 Ryn Hohmann Paralegal - Update investor victim spreadsheet for the Receiver - Email communication, contact information for an investor.	\$0.00	0.10	\$0.00
GMH-RCVR 11/21/2018 Review email from Dutch counsel with list of prospective counsel in Morocco and review recommended lawyer's websites, responsive emails regarding same and timing of retention, emails with Moroccan counsel regarding engagement letter and retainer.	\$658.75	1.40	\$922.25
RH-PA 11/26/2018 Ryn Hohmann Paralegal - Email communication with an investor victim.	\$0.00	0.10	\$0.00
GMH-RCVR 11/27/2018 Email with investor victim regarding status.	\$658.75	0.10	\$65.88
GMH-RCVR 11/29/2018 Emails with my Dutch counsel regarding [REDACTED].	\$658.75	0.20	\$131.75
RH-PA 11/29/2018 Ryn Hohmann Paralegal - Update investor victim spreadsheet for the Receiver - Email communication, contact information for an investor.	\$0.00	0.10	\$0.00
GMH-RCVR 11/30/2018 Emails with Dutch counsel regarding [REDACTED].	\$658.75	0.30	\$197.63
RH-PA 11/30/2018 Ryn Hohmann Paralegal - Update investor victim spreadsheet for the Receiver - Email communication, contact information for an investor.	\$0.00	0.10	\$0.00
GMH-RCVR 12/3/2018 Emails with Moroccan counsel regarding [REDACTED].	\$658.75	1.00	\$658.75
GMH-RCVR 12/7/2018 Emails from Dutch counsel and Moroccan counsel regarding [REDACTED].	\$658.75	0.40	\$263.50

Time Entry	Rate	Hours	Sub
RH-PA 12/7/2018 Ryn Hohmann Paralegal - Update investor victim spreadsheet for the Receiver - Email communication, contact information for an investor.	\$0.00	0.10	\$0.00
RH-PA 12/9/2018 Ryn Hohmann Paralegal - Email communication with an investor.	\$0.00	0.10	\$0.00
GMH-RCVR 12/11/2018 Emails with Moroccan and Dutch counsel regarding [REDACTED]	\$658.75	0.30	\$197.63
GMH-RCVR 12/13/2018 Emails with Moroccan and Dutch counsel regarding [REDACTED]	\$658.75	0.20	\$131.75
RH-PA 12/13/2018 Ryn Hohmann Paralegal - Update investor victim spreadsheet for the Receiver - Email communication, contact information for an investor.	\$0.00	0.10	\$0.00
GMH-RCVR 12/14/2018 Emails to and from Dutch counsel regarding [REDACTED]	\$658.75	0.30	\$197.63
GMH-RCVR 12/17/2018 Emails to and from investor victim.	\$658.75	0.10	\$65.88
GMH-RCVR 12/18/2018 Emails with Dutch and Moroccan counsel regarding [REDACTED]	\$658.75	0.40	\$263.50
RH-PA 12/19/2018 Ryn Hohmann Paralegal - Email communication with an investor victim.	\$0.00	1.00	\$0.00
GMH-RCVR 12/27/2018 Telephone conference with Wells Fargo banker (Beau Lacey) regarding background information and opening new account in the name of Guy Hohmann as Receivers for I.B. Capital, et al, email follow-up emails with Mr. Lacey regarding same.	\$658.75	0.20	\$131.75
RH-PA 12/27/2018 Ryn Hohmann Paralegal - Update investor victim spreadsheet for the Receiver - Email communications, contact information for multiple investors.	\$0.00	0.20	\$0.00
GMH-RCVR 1/2/2019 Telephone conference with investor victim regarding status.	\$658.75	0.15	\$98.81
RH-PA 1/7/2019 Ryn Hohmann Paralegal - Update investor victim spreadsheet for the Receiver - Email communication, contact information for multiple investors.	\$0.00	0.10	\$0.00
GMH-RCVR 1/11/2019 Review email to Dutch counsel regarding [REDACTED]	\$658.75	0.10	\$65.88

Time Entry	Rate	Hours	Sub
GMH-RCVR 1/14/2019 Email to and from investor victim regarding status.	\$658.75	0.10	\$65.88
RH-PA 1/14/2019 Ryn Hohmann Paralegal -- Update investor victim spreadsheet for the Receiver - Email communication, contact information for multiple investors.	\$0.00	0.15	\$0.00
GMH-RCVR 1/16/2019 Lengthy email from Dutch counsel regarding [REDACTED] email to Dutch counsel regarding [REDACTED] emails with investor victims, review of objection to ING Bank settlement and Non-Prosecution Agreement.	\$658.75	1.70	\$1,119.88
RH-PA 1/16/2019 Ryn Hohmann Paralegal - Email communication with an investor victim.	\$0.00	0.10	\$0.00
GMH-RCVR 1/19/2019 Review and Revise Status Report and select exhibits to be appended to same, email with investor victim, review email from Dutch counsel.	\$658.75	1.00	\$658.75
RH-PA 1/20/2019 Ryn Hohmann Paralegal - Draft Status Report for Guy Hohmann's review.	\$0.00	3.00	\$0.00
GMH-RCVR 1/21/2019 Email to from Dutch counsel regarding [REDACTED] emails with Moroccan counsel regarding [REDACTED] responsive email to Moroccan counsel and Dutch counsel regarding [REDACTED] telephone conference with Dutch counsel regarding [REDACTED]	\$658.75	2.80	\$1,844.50
RH-PA 1/21/2019 Ryn Hohmann Paralegal - Email communication with an investor victim.	\$0.00	0.10	\$0.00
GMH-RCVR 1/22/2019 Email to Dutch counsel regarding [REDACTED], review email from Moroccan counsel and response to same.	\$658.75	0.60	\$395.25
RH-PA 1/24/2019 Ryn Hohmann Paralegal - Email communication to investor victim.	\$0.00	0.10	\$0.00
	Time Entries Total	157.15	\$74,618.68

Total (USD)	\$74,618.68
Paid	\$0.00
Balance	\$74,618.68

Terms & Conditions

Net 30

