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7 **UNITED STATES DISTRICT COURT**  
8 **FOR THE DISTRICT OF NEVADA**

9  
10 SECURITIES AND EXCHANGE COMMISSION,  
11

12 Plaintiff,

13 v.

14 MATTHEW WADE BEASLEY et. al.

15 Defendants,

16 THE JUDD IRREVOCABLE TRUST et. al,

17 Relief Defendants.

Case No. 2:22-cv-0612-CDS-EJY

**NON-PARTY KAMILLE DEAN'S  
OPPOSITION TO RECEIVER'S  
MEMORANDUM OF FEES AND COSTS  
(DKT. 378)**

TIME: TBD

DATE: TBD

PLACE: Courtroom 6B

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I.

**INTRODUCTION**

Third Party Kamille Dean submits this Opposition to the Receiver’s Motion for Attorney’s Fees and Costs (Dkt. 378). Ms. Dean’s Opposition is based on:

(1) The Receiver’s Motion for Fees is moot because on November 18, 2022, Ms. Dean sent the \$201,060 in her Trust Account to the Receiver, and on December 1, 2022, she Objected and Requested a *de novo* review of the Magistrate’s November 17, 2022, Order (Dkt. 379), with the result there can be no Contempt of Court, and a Turn Over Order cannot form the basis of an attorney’s fees award;

(2) The Receiver’s Fee request is filled with impermissible block billing, vague entries, padded billing, billings for “strategizing” and “attention to” various matters, and the duplication of services to have multiple attorneys perform the same tasks which renders the Motion for Fees improper;

(3) The Receiver’s conduct is part of a pattern of concealment, including (a) failing to inform the Court that Ms. Dean sent the funds to the Receiver on November 18, 2022, when the Receiver made this Fees Motion on December 1, 2022; (b) concealing the failure to file the 28 U.S.C. section 754 Notice in Arizona when the Receiver sought a Contempt of Court Order on August 1, 2022; and (c) concealment that the Court never approved \$7,957 of the \$36,032.25 sought in the December 1, 2022, Motion for Fees, with the result the Court should not reward the Receiver’s inequitable conduct with a fee award.

**A. Preliminary Statement**

On November 18, 2022, Ms. Dean transmitted \$201,060 to the Receiver representing all funds in her Trust Account to which the Receiver has made claim, and Ms. Dean holds no other funds belonging to any party related to this matter. (*See* Dean 12-01-22 Dec. (Dkt. 381). However, when the Receiver filed his Motion for fees on December 1, 2022, the Receiver failed to inform the Court that Ms. Dean has purged any Contempt of Court or further necessity to bring any actions against Ms. Dean regarding the \$201,060. The Receiver’s failure to inform the Court of the Receiver’s receipt of funds on November 19, 2022, constituted a serious failure to disclose to the Court pertinent information regarding this Motion.

When the Magistrate granted the Receiver’s Motion to Compel or Alternative Motion to Show Cause Why Kamille Dean Should Not Be Held in Contempt, the Court did not differentiate between the Contempt of Court and the request for a Turn Over Order. (11-17-22 Order Dkt. 368, p. 19, lines 23-25). As a result, the Magistrate awarded attorney’s fees and invited the Receiver to make a motion for fees based on both holdings, not solely on the Motion to Compel. However, before Motion was filed, Ms. Dean sent the Receiver the \$201,060 on November 18, 2022, which purged any potential Contempt, and yet the Receiver failed to inform the Court on December 1, 2022, of these material facts affecting factors for

1 awarding attorney's fees under *Kerr v. Screen Extras Guild, Inc.*, 526 F.2d 67, 70 (9th Cir.1975).<sup>1</sup>

2 The concealment of this material fact from the Court has major implications because (1) when Ms.  
3 Dean Objected to the Magistrate's Order on December 1, 2022 (Dkt. 379) that meant there is no final Order  
4 making the Receiver a prevailing party in this proceeding;<sup>2</sup> (2) the matter is moot due to Ms. Dean sending  
5 the funds prior to any Order from the Magistrate becoming final; and (3) a Motion to Compel or for Turn  
6 Over Order by itself cannot support an award of Attorney's fees in the absence of a Contempt of Court.<sup>3</sup>  
7 There can be no final Order for Contempt of Court because Ms. Dean has purged any claim of Contempt,  
8 and the Motion to Compel for a Turn Over Order cannot support an award of attorney's fees without  
9 a finding of a Contempt of Court, both of which are moot.

### 10 **B. Statement of the Case**

11 The facts and background of this case are set forth in Ms. Dean's December 1, 2022, Appeal from  
12 and Objection to Magistrate's 11-17-22 Order and Request for De Novo Review (Dkt. 379), which was filed  
13 concurrently to the Magistrate's Motion for Attorney's Fees (Dkt. 378). Ms. Dean refers the Court to her  
14 Objection for a full statement of the nature of this proceeding. Ms. Dean will only refer to those facts which  
15 are necessary for a full understanding of her Opposition to the Receiver's Motion for Fees.

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16 <sup>1</sup> In *In re Uehling*, 2014 WL 2506604, at \*7 (E.D. Cal. May 29, 2014), the Court stated:

17 "D. Uehling's Opportunity to Purge A Contempt Sanction

18 "As a final matter, the Court notes that any contempt sanctions levied by the  
19 district judge are considered to be avoidable through obedience to the Court's order. *Int'l Union*, 512  
20 U.S. 821, 827, 114 S.Ct. 2552, 129 L.Ed.2d 642. The court must allow the contemnor to 'purge' the  
21 sanction imposed by complying with the discovery order. *Int'l Union*, 512 U.S. 821, 828, 114 S.Ct.  
22 2552, 129 L.Ed.2d 642.

23 "Should Uehling choose to fully comply with the Court's June 27 Order, the contempt  
24 sanctions levied against him will be vacated."

25 <sup>2</sup> A Magistrate's Order on a dispositive motion such as a turn over or contempt order is treated as  
26 recommendations where the District Court engages in a *de novo* review of the Order. *Monsanto Int'l Sales*  
27 *Co. v. Hanjin Container Lines, Ltd.*, 770 F. Supp. 832, 835 (S.D.N.Y. 1991), *aff'd sub nom. Monsanto Int'l*  
28 *Sales v. Hanjin Container*, 962 F.2d 4 (2d Cir. 1992) Citing s' 28 U.S.C. § 636(b)(1)(B); 12 C. Wright & A.  
Miller, *Federal Practice and Procedure*, § 3076.5 (1991 Supp.). See *Atkins v. Rios*, 2022 WL 16720414, at  
\*4 (E.D. Cal. Nov. 4, 2022) ("Until the district judge issues an Order concerning the Findings and  
Recommendations, they are not final.").

<sup>3</sup> To award attorney's fees there must be (1) a statute or contract permitting fees, (2) the presence of  
bad faith by the offending party as in a contempt of court, or (3) the generation of a common funds. *Perry*  
*v. O'Donnell*, 759 F.2d 702, 704-05 (9th Cir. 1985) (*citing Alyeska Pipeline Serv. Co. v. Wilderness Soc'y*,  
421 U.S. 240, 257 (1975)). A Turn Over Order proceeding does not provide any basis alone in the absence  
of a final order of Contempt of Court for the award of attorney's fees. *In re Owners of Harvey Oil Ctr.*, 788  
F.2d 275, 279 (5th Cir. 1986) (proceeding for turn over order does not support award of attorney's fees).

1 On December 1, 2022, the Receiver filed a Motion for \$36,032.25 in Attorney's Fees based on the  
 2 Magistrate's November 17, 2022, Recommendation granting the Receiver's Motion for Order to Show  
 3 Cause re Contempt and Turn Over Order (Dkt. 378). The Receiver claimed the Court granted a Motion to  
 4 Compel a Turn Over of \$210,060.00 funds held in her Trust Account which the Receiver claims are  
 5 Receivership property. However, Ms. Dean held only \$201,060.00 in her Trust Account and the  
 6 Magistrate's Order was in error. The Receiver claimed that the Magistrate's Order was solely a grant of his  
 7 Motion to Compel, which flew in the face of the Magistrate's express order granting the Receiver's Motion  
 8 for Order to Show Cause re Contempt and Turn Over Order. (Dkt. 368, p. 19, lines 23-26).

9 The Receiver's Motion for Fees (Dkt. 378) ignored that Ms. Dean sent the Receiver \$201,060, which  
 10 was all of the funds in her Trust Account involved in this matter, and inexcusably concealed that material  
 11 fact in his motion, not only by not telling the Court, but also by not having a single accounting entry in his  
 12 Attorneys' billings regarding the event. The Receiver's concealment of this matter is part of a pattern  
 13 discussed below where the Receiver has not informed the Court of material information concerning his  
 14 Motions to the Court, such as the receipt of \$201,060 from Ms. Dean on November 19, 2022. There is no  
 15 final judgment in this case which can support an award of attorney's fees, nor can there be because when an  
 16 individual purges the so-called contempt there can be no judgment entered against them. *Rolex Watch USA*  
 17 *Inc. v. Zeotec Diamonds Inc.*, 2021 WL 4786889, at \*1 (C.D. Cal. Aug. 24, 2021) (judgment for civil  
 18 contempt necessary for the award of attorney's fees). The Receiver cannot obtain an award of attorney's  
 19 fees based on obtaining an Order to Turn Over property because there is no statute, contract, common fund,  
 20 or bad faith basis for such an Order, and the Receiver's efforts to obtain Attorney's fees based on a non-final  
 21 moot Turn Over Order is improper. *In re Owners of Harvey Oil Ctr.*, 788 F.2d 275, 279 (5th Cir. 1986)  
 22 (proceeding for turn over order does not support award of attorney's fees).

### 23 **C. Basis for Opposition to Motion for Fees**

24 This matter is moot. Ms. Dean forwarded \$201,060 to the Receiver on November 18, 2022, and  
 25 when the Receiver filed his Motion for Fees on December 1, 2022, he concealed that fact from the Court.  
 26 The Receiver's conduct has been filled with concealment, including concealing the failure to file the  
 27 mandatory 28, U.S.C. section 754, Notice in Arizona when the Receiver sought a Contempt of Court Order  
 28 on August 1, 2022 (Dkt. 210), and concealment that \$7,957 of the fees were never approved by the Court.  
 See pp. 18-20 *infra*. The Court should not reward the Receiver's inequitable conduct with a fee award.

The fees Motion is filled with improper block billing, vague entries, and padded billings. The  
 billings reveal that the Receiver's claim the July 28 2022, Amendment was a Reappointment was a  
 subterfuge never mentioned in the billing until August 24, 2022, which was after Ms. Dean complained on

1 August 1, 2022, of the failure to file the 754 Notice. (Dean 8-15-22 Motion to Quash Dkt. 257). The  
 2 duplication of services where two (2) and three (3) attorneys charge for the identical services is inexcusable.

3 The Receiver did not charge Ms. Dean for the July 28 2022, Amendment in the billings because that  
 4 Amendment had nothing to do with Ms. Dean. The Receiver's failure to account for that time constituted an  
 5 omission of fact which demonstrated the claim the July 28, 2022, Amendment was a Reappointment so the  
 6 Receiver could give the 28 U.S.C. section 754 Notice which the Receiver had failed to do, was an  
 7 afterthought without basis in fact. The July 28, 2022, Amendment did not constitute a Reappointment so  
 8 that the Receiver could file a Notice regarding Ms. Dean because there is not one word of the Amendment  
 9 in the Receiver's billings. (See 12-1-22 Dean Objection, pp. 20-23). The Receiver's accounting of time  
 10 demonstrates the July 28 2022, Amendment had nothing to with Ms. Dean, and was a ministerial act where  
 11 the Receiver said nothing to the Court about Ms. Dean or his failure to file in Arizona under section 754.

12 The billings for "strategizing" and "giving attention" to matters are baseless. The Receiver's request  
 13 for \$17,416.57 for a 25 page response to Ms. Dean's motions was unreasonable, and the \$6,197.50 to file a  
 14 standard fees-on-fees Motion represented 20.77% of the actual fees logged in this case, far in excess of the  
 15 standard 3% permitted by the Courts. *Auto All. Int'l, Inc. v. U.S. Customs Serv.*, 155 F. App'x 226, 228-29  
 16 (6th Cir. 2005) (affirming district court's limitation of "fees on fees" to three percent (3%) of hours in main  
 17 case). The Receiver's motion is abusive and an inequitable misconduct which warrants no fees be awarded.  
 18 *Octane Fitness, LLC v. ICON Health & Fitness, Inc.*, 572 U.S. 545, 554 (2014) (the Court may deny  
 19 attorney's fees based on "the unreasonable manner in which the case was litigated).

## 17 II.

### 18 **THE ATTORNEYS' REQUEST FOR FEES IS RAMPANT WITH BLOCK BILLING, VAGUE** 19 **ENTRIES, AND PADDING OF UNREASONABLE SERVICES**

#### 20 **A. The Receiver's Attorneys Engaged In Improper Block Billing**

21 The Receiver's Application for Attorney's Fees attaches two (2) Declarations from Attorney Joshua  
 22 del Castillo (Dkt. 378-3), and Kara Hendricks (Dkt, 378-2), both of which contain billing records showing  
 23 extensive block billing. The use of block billing makes it impossible to determine what services were  
 24 actually provided, how much time was devoted to those services, and whether the services were necessary  
 25 or reasonable. *Banas v. Volcano Corp.*, 47 F. Supp. 3d 957, 967 (N.D. Cal. 2014) ("The time entries  
 26 submitted by Volcano are replete with examples where, because of block-billing, it is impossible to  
 27 determine whether the time requested for any one task was reasonable."). When block billing is pervasive,  
 28 as in this case, the Court should reduce the amount of any award of Attorney's fees. *Lahiri v. Universal*  
*Music & Video Distrib. Corp.*, 606 F.3d 1216, 1222-23 (9th Cir. 2010) (affirming district court's reduction

1 of 80% of attorneys' and paralegals' hours by 30% to account for block-billing).

2 **1. Attorney Zaro engaged in excessive and repetitive block billing**

3 **a. The block billing makes it impossible to evaluate the services**

4 Attorney Zaro's billing displays block billing which permeates his entire bill and precludes the Court  
5 from knowing what time was spent on what tasks.<sup>4</sup> In this case, Attorney Zaro's block billing makes it  
6 impossible to determine what tasks were spent on other matters aside from Ms. Dean's matters because  
7 everything Attorney Zaro did was lumped together into a single non-descriptive and vague block billing.  
8 The Court is empowered to reduce the amount of fees requested because of unjustified block billing.

|          |         |   |             |      |        |          |    |    |    |
|----------|---------|---|-------------|------|--------|----------|----|----|----|
| 07/05/22 | 9039013 | several email communications as to attorney turnover issues, including with Ms. Dean and counsel (.6)   | Zaro, David | 0.60 | 327.00 | 327.00   | WO | HD | TR |
| 07/06/22 | 9039016 | Several emails with Receiver counsel related to attorney turnover of account funds, including Ms. Dean (.5).  | Zaro, David | 0.50 | 272.50 | 599.50   | WO | HD | TR |
| 07/07/22 | 9039018 | Call with Ms. Dean related to the turnover demand and next steps (.3). Emails with counsel and follow-up call related to the turnover of balance in account and Receiver's letter (.6). | Zaro, David | 0.90 | 490.50 | 1,090.00 | WO | HD | TR |

13 The description of several emails is useless. There is no identification of to whom the emails were  
14 sent, why they were necessary, or why the Court should award fees for the duplicative emails. Block billing  
15 makes it "impossible to evaluate [the] reasonableness" of the requested hours in a fee application. *Welch v.*  
16 *Metro. Life Ins. Co.*, 480 F.3d 942, 948 (9th Cir. 2007) (quoting *Role Models Am., Inc. v. Brownlee*, 353  
17 F.3d 962, 971 (D.C. Cir. 2004)). The Court should reduce the entire bill to reflect an unjustified and  
18 RAMPANT practice of block billing. *Hawaii Annuity Tr. Fund for Operating Engineers v. Kauai Veterans*  
19 *Express Co., Ltd.*, 2019 WL 3916492, at \*6 (D. Haw. July 31, 2019), *report and recommendation adopted*,

20 <sup>4</sup> See, e.g., *Apple, Inc. v. Samsung Electronics Co.*, 2012 WL 5451411, at \*5 (N.D. Cal. Nov. 7,  
21 2012) ("in light of the evidence that block-billing inflates hours by between 10% and 30%, the court trims  
22 20% from the block-billed hours in Samsung's request"); *Hajro v. U.S. Citizenship & Immigration Servs.*,  
23 900 F. Supp.2d 1034, 1053 (N.D. Cal.2012) ("the court exercises its discretion to reduce the hours for these  
24 block-billed entries by twenty percent, the amount noted by the Ninth Circuit as the middle range for time  
25 increases that occurs through block-billing"); *Yeager v. Bowlin*, 2010 WL 1689225, at \*1 (E.D. Cal. Apr.  
26 26, 2010) ("block billing thereby forces the court to take a 'shot in the dark' and guess whether the hours  
27 expended were reasonable, which is precisely the opposite of the methodical calculations the lodestar  
28 method requires"); *Lil' Joe Wein Music, Inc. v. Jackson*, 2008 WL 2688117, at \*13 (S.D. Fla. July 1, 2008)  
(20% across the board reduction because "[i]t is impossible to ascertain from the block billing entries  
whether the amount of time spent on any separate task performed was reasonable"); *Aiello v. Town of*  
*Brookhaven*, 2005 WL 1397202, at \*3 (E.D.N.Y. June 13, 2005) ("because block billing renders it difficult  
to determine whether, and/or the extent to which, the work done by attorneys is duplicative or unnecessary,  
courts apply percentage cuts where there is a substantial amount of block billing in a fee request") (citations  
and internal punctuation omitted).

2019 WL 3892404 (D. Haw. Aug. 19, 2019) (“The Ninth Circuit Court of Appeals has recognized a district court's authority to reduce hours that are billed in block format.”).

In *Hawaii Annuity Tr. Fund for Operating Engineers v. Kauai Veterans Express Co., Ltd.*, 2019 WL 3916492, at \*6 (D. Haw. July 31, 2019), *report and recommendation adopted*, 2019 WL 3892404 (D. Haw. Aug. 19, 2019), the Court stated:

“The Ninth Circuit Court of Appeals has recognized a district court's authority to reduce hours that are billed in block format.” *Painsolvers, Inc. v. State Farm Mut. Auto. Ins. Co.*, No. CIV. 09-00429 ACK, 2012 WL 2529298, at \*13 (D. Haw. June 28, 2012), *on reconsideration*, No. CV 09-00429 ACK-KSC, 2012 WL 12978339 (D. Haw. July 31, 2012), *and adhered to*, No. CIV. 09-00429 ACK, 2012 WL 4358846 (D. Haw. Sept. 24, 2012) (*citing Welch v. Metropolitan Life Ins. Co.*, 480 F.3d 942, 948 (9th Cir. 2007)). Block billing makes it difficult to ascertain how much time was spent on each task and makes it challenging for the court to determine the reasonableness of the fees requested. *Welch*, 480 F.3d at 948. Thus, “the Court may properly impose a reduction for block billing, but it should explain how or why the reduction fairly balances those hours that were actually billed in block format.” *Id.* (*quoting Sorenson v. Mink*, 239 F.3d 1140, 1146 (9th Cir. 2001)).”

The block billing in this case was extensive and inexcusable. The Court should not permit this type of billing which hides the actual work that was done. A reduction of one-half (1/2) or fifty percent (50%) of the total billings is appropriate.

**b. Block billing prevents any determination of reasonableness**

There is no possible means to determine what real work Attorney Zaro did because the lumping of all work into a block bill is inherently deceptive. “Several emails” as shown in the entries below is an impossible description preventing the Court from knowing what Attorney Zaro did, and “evaluating” unknown emails, along with “analysis” of a draft motion which are not differentiated from any other work is an unacceptable block billing having no value.

|          |         |  |             |      |        |          |    |    |    |     |
|----------|---------|--|-------------|------|--------|----------|----|----|----|-----|
| 07/19/22 | 8902255 | Several emails related to the turnover demands, Dean email and follow-up.                                    | Zaro, David | 0.40 | 218.00 | 1,308.00 | WO | HD | TR | ___ |
| 07/29/22 | 8915687 | Evaluate emails, assess communications with Ms. Dean and the draft outline of declaration, email to counsel. | Zaro, David | 0.60 | 327.00 | 1,835.00 | WO | HD | TR | ___ |
| 08/01/22 | 9039019 | Analysis/review/revise draft motion to compel turnover and Zaro declaration (.8).                            | Zaro, David | 0.80 | 436.00 | 2,071.00 | WO | HD | TR | ___ |

The billing for “several email communications” informs the Court of nothing. It is vague and imprecise. *Orshan v. Macchiarola*, 629 F. Supp. 1014, 1019 (E.D.N.Y.1986) (court disallowed a claim for fees for time supported only by such vagaries as “prepare correspondence” and “review correspondence.”). Emails to counsel and follow-up tell the Court nothing about what services were rendered. *Lamberson v. Bank of Am. Corp.*, 2012 WL 4129807, at \*2 (D. Minn. Sept. 19, 2012) (“Additionally, some of Lamberson's attorneys' billing records, particularly on the partial summary judgment motion, are vague or generalized and provide this Court with insufficient information to determine their appropriateness.”). The

1 block billing is improper.

2 **c. Block billing for evaluation and review is improper**

3 Attached as Exhibit “A” are billing entries from the Declaration of Joshua del Castillo (Dkt. 378-3),  
 4 who works with Attorney Zaro, which are examples of improper block billings where there is evaluation of  
 5 emails, review of correspondence, and multiple other tasks with no breakdown of any of the tasks. There is  
 6 no specification of what emails are evaluated, the identity of the communications, what was reviewed or  
 7 enumeration of what correspondence was involved. The block billing is improper. *Banas v. Volcano Corp.*,  
 8 47 F. Supp. 3d 957, 976 n. 5 (N.D. Cal. 2014) (the court applied a 20% reduction for block-billing and an  
 9 additional 5% reduction for excessive billing). The Attorneys should not be permitted to engage in this  
 10 universally condemned improper practice.

11 “Reviewing motions” is a vague non-descript task. *Jane L. v. Bangerter*, 61 F.3d 1505, 1509 (10th  
 12 Cir. 1995) (finding no abuse of discretion where the district court reduced the number of hours requested by  
 13 plaintiffs' attorneys by 35% “because of imprecise, inflated, and generalized recording methods”). The  
 14 reference to unknown emails to unknown counsel, analysis of arguments, and preparation of responses with  
 15 transmitting notes are all vague and provide no information for awarding fees. *Lamberson v. Bank of Am.*  
 16 *Corp.*, 2012 WL 4129807, at \*2 (D. Minn. Sept. 19, 2012) (“Additionally, some of Lamberson's attorneys'  
 17 billing records, particularly on the partial summary judgment motion, are vague or generalized and provide  
 18 this Court with insufficient information to determine their appropriateness.”) The block billing from  
 19 Attorneys del Castillo and Zaro are improper. *Jane L. v. Bangerter*, 61 F.3d 1505, 1509 (10th Cir. 1995)  
 20 (finding no abuse of discretion where the district court reduced the number of hours requested by plaintiffs'  
 21 attorneys by 35% “because of imprecise, inflated, and generalized recording methods”).

22 **d. Lumping evaluation for issues and emails is baseless**

23 The block billed review of recovery of fees and then review of “several emails as to Dean” as shown  
 24 below is blatant block billing. *Welch v. Metro. Life Ins. Co.*, 480 F.3d 942, 948 (9th Cir. 2007) (quoting  
 25 *Role Models Am., Inc. v. Brownlee*, 353 F.3d 962, 971 (D.C. Cir. 2004)) (block billing is the practice of  
 26 lumping together multiple tasks under one time entry, rather than itemizing each task. Block billing makes it  
 27 “impossible to evaluate [the] reasonableness” of the requested hours in a fee application.). There is no  
 28 justification for Attorneys del Castillo and Zaro’s vague entries in the billing. The Court should reduce all  
 of the Receiver’s billing because of inappropriate block billing.

|          |         |   |             |      |        |          |    |    |    |
|----------|---------|---|-------------|------|--------|----------|----|----|----|
| 08/30/22 | 8953923 | Evaluate issues concerning outstanding recovery of fees, turnovers and several emails as to Dean's pending motions. | Zaro, David | 0.40 | 218.00 | 7,139.50 | WO | HD | TR |
|----------|---------|---|-------------|------|--------|----------|----|----|----|

|          |         |   |                      |      |        |          |    |    |    |
|----------|---------|---|----------------------|------|--------|----------|----|----|----|
| 09/09/22 | 8956992 | Review responses from atty K. Dean to Receiver's Oppositions to various motions and prepare correspondence to receivership team regarding same (0.9). | Del Castillo, Joshua | 0.90 | 490.50 | 7,630.00 | WO | HD | TR |
| 09/09/22 | 8959898 | Analysis/advice to Receiver concerning the attorney's fees recovery including the Dean brief, California legal issues and follow-up.                  | Zaro, David          | 0.60 | 327.00 | 7,957.00 | WO | HD | TR |

The response to various motions and correspondence of the team is improper block billing. *Apple, Inc. v. Samsung Elecs. Co.*, 2012 WL 5451411, at \*3 (N.D. Cal. Nov. 7, 2012) (“The court also has the “authority to reduce hours that are billed in block format.”). Analyzing and advising the Receiver, along with California legal issues, and follow-up or vague generalization with no identification of the actual services provided. *Mendez v. Cnty. Of San Bernardino*, 540 F.3d 1109, 11-28-1129 (9<sup>th</sup> Cir. 2008).

In *Hawaii Annuity Tr. Fund for Operating Engineers v. Kauai Veterans Express Co., Ltd.*, 2019 WL 3916492, at \*6 (D. Haw. July 31, 2019), *report and recommendation adopted*, 2019 WL 3892404 (D. Haw. Aug. 19, 2019), the Court stated:

“These block billed entries make it impossible for the Court to ascertain the reasonableness of the hours expended with respect to the specified tasks. *See HRPT Properties Tr. v. Lingle*, 775 F. Supp. 2d 1225, 1240 (D. Haw. 2011). Accordingly, the Court will impose an across-the-board reduction of 20% to all entries that are in the block billed format. *See id.* (15-25% across-the-board reduction for attorneys' fees in block billing format); *Gonzales v. City of Maywood*, 729 F.3d 1196, 1203 (9th Cir. 2013) (*citing Welch*, 480 F.3d at 948) (affirming 20% reduction of block billed hours); *Signature Homes of Haw., LLC v. Cascade Sur. And Bonding, Inc.*, No. CV 06-00663 JMS-BMK, 2007 WL 2258725, at \*3 (D. Haw. Aug. 3, 2007) (block billing reduced by 20%); *State Farm Fire & Cas. Co. v. Hanohano*, No. 14-00532 SOM/KJM, 2016 WL 2984682, at \*6 (D. Haw. Apr. 29, 2016), *report and recommendation adopted*, No. CV 14-00532-SOM-KJM, 2016 WL 2885874 (D. Haw. May 17, 2016) (20% reduction to block billing).”

This is an appropriate case for a reduction in the Attorney's Fees requests across the board. The Court should reduce the Fees Applications because of intolerable block billing.

## **2. Attorney Hendricks engaged in excessive and improper block billing**

### **a. Incomprehensible block billing permeates the billings**

Attorney Hendricks engaged in block billing making it impossible to know what services were actually rendered, their purpose, or their necessity. *Apple, Inc. v. Samsung Elecs. Co.*, 2012 WL 5451411, at \*5 (N.D. Cal. Nov. 7, 2012) (“But the court cannot make that determination from the request as presented because of the inherent ambiguity in block billing, which is why block-billing is a disfavored format for fee requests.”) (*citing Frevach Land Co. v. Multnomah Cnty.*, 2001 WL 34039133, at \*9 (D. Or. Dec.18, 2001)).

|          |                   |  |      |        |
|----------|-------------------|--|------|--------|
| 07/06/22 | Kara B. Hendricks | Prepare correspondence to Oberheiden PC, M. Peters, K. Dean, and J. Sellers regarding funds held in trust. | 1.60 | 768.40 |
|----------|-------------------|--|------|--------|

However, not only is this entry an impermissible block billing which fails to break down the time

1 spent on any particular matter, but also it hides the unrelated services having nothing to do with Ms. Dean.  
 2 The correspondence with Oberheiden, Peters, and Sellers are irrelevant to Ms. Dean. Why Ms. Dean should  
 3 have to pay for unrelated irrelevant matters is never explained.

4 In *Love v. Mail on Sunday*, 2007 WL 2709975, at \*11 (C.D. Cal. Sept. 7, 2007), *aff'd sub nom. Love*  
 5 *v. Associated Newspapers, Ltd.*, 611 F.3d 601 (9th Cir. 2010), the Court stated:

6 “[A]non-trivial portion of that time was spent developing the facts related to Plaintiff’s claim for  
 7 fiduciary duty arising out of the alleged partnership between Plaintiff and Wilson dating back to the  
 8 1960s. Recognizing the impossibility of arriving at an accurate apportioning, the Court must  
 9 nevertheless apportion time spent defending against this claim from time spent on the others.”

10 Attached as Exhibit “B” are billing entries from the Declaration of Kara Hendricks (Dkt. 38-2)  
 11 containing block billing of reviewing unidentified correspondence mixed with follow-up with team. The  
 12 block billings of strategizing regarding Ms. Dean fails to identify what was done, with whom it was done, or  
 13 what was accomplished. Follow-up and evaluation are vague impermissible block billings.

14 Attorney Jason Hicks, who works with Attorney Hendricks, not only has engaged in baseless  
 15 “strategizing” and “review,” but also she has produced no concrete work for her “strategizing” and  
 16 “reviewing.” *Orshan v. Macchiarola*, 629 F.Supp. 1014, 1019 (E.D.N.Y.1986) (court disallowed a claim  
 17 for fees for time supported only by such vagaries as “prepare correspondence” and “review  
 18 correspondence.”). Attorney Spaulding, who also works with Attorney Kendricks, has engaged in useless  
 19 “evaluation” which produced no results. This impermissible non-rescript form of block billing for what  
 20 amounts to a total waste of Attorney time is blatant. *Jane L. v. Bangerter*, 61 F.3d 1505, 1509 (10th Cir.  
 21 1995) (finding no abuse of discretion where the district court reduced the number of hours requested by  
 22 plaintiffs’ attorneys by 35% “because of imprecise, inflated, and generalized recording methods”).  
 23 Attorney Hendricks has engaged in an effort to charge Ms. Dean for services having nothing to do with Ms.  
 24 Dean. There is no possible means to know what a “Follow-up with K Dean” means, how it was done, or  
 25 what was done, and the bocks billing was a means to disguise illegitimate fees.

26 **b. The block billing conceals that no work product was produced**

27 There is no justification for the blurring of services in a lump with no detail of the services provided:

|          |                   |   |      |        |
|----------|-------------------|---|------|--------|
| 07/27/22 | Kara B. Hendricks | Further correspondence with K. Dean on motion for fees; Follow-up with G. Winkler and Request C. Spaulding work on motion to compel re: Dean noncompliance. | 0.50 | 240.12 |
| 07/28/22 | Kara B. Hendricks | Review correspondence regarding K. Dean and prepare motion to compel.   | 1.10 | 528.27 |

28 The billing entries clump all the services together making it impossible to know what the attorneys

1 did, with whom, or for how long. *Welch v. Metro. Life Ins. Co.*, 480 F.3d 942, 948 (9th Cir. 2007) (quoting  
 2 *Role Models Am., Inc. v. Brownlee*, 353 F.3d 962, 971 (D.C. Cir. 2004)) (block billing is the practice of  
 3 lumping together multiple tasks under one time entry, rather than itemizing each task. Block billing makes it  
 4 "impossible to evaluate [the] reasonableness" of the requested hours in a fee application). The further  
 5 correspondence is never identified, how many, and for what are not identified. The time expended for the  
 6 correspondence and preparation of a motion, and what was done, are hidden in the block billing.

|          |                   |   |      |          |
|----------|-------------------|---|------|----------|
| 07/29/22 | Kara B. Hendricks | Prepare motion to compel K. Dean turnover of funds including incorporate information from D. Zaro regarding communication with Ms. Dean; Prepare declarations of Zaro and Hendricks in support of same. | 3.40 | 1,632.85 |
| 08/01/22 | Kara B. Hendricks | Attention to motion to compel regarding K. Dean and follow-up regarding original source of funds we are seeking to recover, update declarations and finalize pleadings and exhibits;                    | 1.30 | 624.33   |
| 08/16/22 | Kara B. Hendricks | Review supporting documents submitted with D. Motion and prepare email to K. Dean to clarify issues therein and seeking documents supporting retainer claims;   | 0.30 | 144.08   |

15 The block billing conceals the fact that Attorney Zaro was preparing his own declaration at the same  
 16 time and both attorneys have billed for the same services. See pp. 12-13 *infra*. *Chalmers v. City of Los*  
 17 *Angeles*, 796 F.2d 1205, 1210 (9th Cir.1985) (stating fees should be reduced "if a case was overstaffed and  
 18 hours duplicated"). The "attention to motion" is a useless entry and there is no means to tell how the time  
 19 was divided between the different subjects. There is no possible way to know how much time was spent on  
 20 the Motion and how much time was spent on the declaration or exhibits. *HRPT Properties Tr. v. Lingle*, 775  
 21 F. Supp. 2d 1225, 1240 (D. Haw. 2011) (block billed entries make it impossible for the Court to ascertain  
 22 the reasonableness of the hours expended with respect to the specified tasks). The wholesale manner in  
 23 which the Receivers have engaged in block billing is egregious and the entire bill should be materially  
 24 reduced. *Banas v. Volcano Corp.*, 47 F. Supp. 3d 957, 976 n. 5 (N.D. Cal. 2014) (the court applied a 20%  
 25 reduction for block-billing and an additional 5% reduction for excessive billing).

26 **B. The Receiver's Request for Fees is Unreasonable and Padded**

27 **1. The Attorney's Billings Demonstrate Unreasonable Duplication**

28 **a. Billing for reviewing matters between attorneys is improper**

The Receiver has charged Ms. Dean for the duplicate work of three (3) separate attorneys doing the identical work on the same day:

|          |                   |  |             |       |        |          |    |    |    |
|----------|-------------------|--|-------------|-------|--------|----------|----|----|----|
| 07/19/22 | Kara B. Hendricks | Review new information from K. Dean regarding motion to retain fees and update G. Winkler. | 0.10        | 48.02 |        |          |    |    |    |
| 07/19/22 | 8902256           | Several emails related to the turnover demands, Dean email and follow-up.                  | Zaro, David | 0.40  | 218.00 | 1,308.00 | WO | HD | TR |

|          |             |  |      |       |  |  |  |  |  |
|----------|-------------|--|------|-------|--|--|--|--|--|
| 07/19/22 | Jason Hicks | Review communications from Kamille Dean (Judd) regarding her desire to retain over \$200k in funds, and issues concerning her anticipated filing of a motion with the court requesting the same. | 0.10 | 36.12 |  |  |  |  |  |
|----------|-------------|--|------|-------|--|--|--|--|--|

There is no excuse for the duplication. It does not take three (3) people to read the same emails on the same date, and then to analyze the emails, update the Receiver, review the same motion, and report to one another what they did in total duplication of one another’s work.

Courts reduce fee awards when, upon an examination of submitted time records, duplicative efforts are found. *See, e.g., Hensley v. Eckerhart*, 461 U.S. 424 (1983) (“Counsel for the prevailing party should make a good faith effort to exclude from a fee request hours that are excessive, redundant, or otherwise unnecessary, just as a lawyer in private practice ethically is obligated to exclude such hours from his fee submission..”); *Chalmers v. City of Los Angeles*, 796 F.2d 1205, 1210 (9th Cir.1985) (stating fees should be reduced “if a case was overstaffed and hours duplicated”).

In this case, the work performed was not only duplicative, but also excessive. There was no justification to spend .40 hours for \$1,308 reviewing “several emails.” *Avila v. Los Angeles Police Dep’t*, 2012 WL 12894470, at \*5 (C.D. Cal. Aug. 2, 2012), *aff’d*, 758 F.3d 1096 (9th Cir. 2014) (“The Court agrees that billing 15 minutes for reviewing a single email is excessive and grants Defendants’ request as to those records. The Court deducts .5 hours of the time billed by Ms. Schmidt and .5 hours of the time billed by Mr. McNicholas.”). There were an unknown number of emails, likely just one from Ms. Dean, which were reviewed, and the failure to specify and unreasonable duplication permeates the Motion for Fees.

**b. Duplicate charges for the same work by multiple attorneys**

The duplication in this case was excessive. On July 29, 2022, Ms. Hendricks and Mr. Zaro reviewed the identical emails and then drafted the same Declaration charging Ms. Dean twice for identical services:

|          |                   |   |             |          |        |          |    |    |    |
|----------|-------------------|---|-------------|----------|--------|----------|----|----|----|
| 07/29/22 | Kara B. Hendricks | Prepare motion to compel K. Dean turnover of funds including incorporate information from D. Zaro regarding communication with Ms. Dean; Prepare declarations of Zaro and Hendricks in support of same. | 3.40        | 1,632.85 |        |          |    |    |    |
| 07/29/22 | 8915687           | Evaluate emails, assess communications with Ms. Dean and the draft outline of declaration, email to counsel.  | Zaro, David | 0.60     | 327.00 | 1,635.00 | WO | HD | TR |

1 There can be no justification for the duplications which permeates the Receiver’s billings. On  
 2 August 1, 2022, once again, Mr. Zaro and Ms. Hendricks duplicated the exact same tasks drafting the same  
 3 documents and declarations:

|          |                   |  |             |        |        |          |    |    |    |
|----------|-------------------|--|-------------|--------|--------|----------|----|----|----|
| 08/01/22 | Kara B. Hendricks | Attention to motion to compel regarding K. Dean and follow-up regarding original source of funds we are seeking to recover, update declarations and finalize pleadings and exhibits; | 1.30        | 624.33 |        |          |    |    |    |
| 08/01/22 | 9039019           | Analysis/review/revise draft motion to compel turnover and Zaro declaration (.8).  | Zaro, David | 0.80   | 436.00 | 2,071.00 | WO | HD | TR |

4  
5  
6  
7  
8 In *Apple, Inc. v. Samsung Elecs. Co*, 2012 WL 5451411, at \*3 (N.D. Cal. Nov. 7, 2012), the Court  
 9 stated:

10 “Hours that are “excessive, redundant, or otherwise unnecessary” must be excluded. The court “must  
 11 base its determination whether to award fees for counsel's work on its judgment as to whether the  
 12 work product ... was both useful and of a type ordinarily necessary to advance the ... litigation.”

13 On August 1, 2022, Attorneys Zaro and Hendricks performed the identical work of giving  
 14 “Attention” to Ms. Dean’s documents and “Evaluat[ing]” them, which are useless descriptions. Attached as  
 15 Exhibit “C” are the August 16, 2022 entries and an example of the duplication of identical work from both  
 16 the Hendricks Declaration (Dkt. 378-2) which duplicates the identical work from the Castillo Declaration  
 17 billing (Dkt. 378-3). *United States v. Vague*, 521 F. Supp. 147, 157 (N.D. Ill. 1981) (“In fixing fees it  
 18 should never be forgotten that the profession is a branch of the administration of justice and not a mere  
 19 money-getting trade.”) (quoting Canon 12 ABA Rules of professional Ethics). The attorney’s drafted the  
 20 same opposition and discussed with one another what they did followed by a double billing for their  
 21 services totaling \$4,185.73, which is more than 11½ % of the total fees requested in this case.

22 **c. The billings show excessive communications between Attorneys**

23 The Receiver’s billings disclose that the Attorneys sought to bill Ms. Dean for excessive  
 24 communications to one another for the identical task. *Mogck v. Unum Life Ins. Co. of Am.*, 289 F. Supp. 2d  
 25 1181, 1194 (S.D. Cal. 2003) (“the Court believes that Monson and Horner inappropriately billed for  
 26 communicating with one another and delegating tasks to office personnel.”)

|          |                   |  |             |       |        |        |    |    |    |
|----------|-------------------|--|-------------|-------|--------|--------|----|----|----|
| 07/06/22 | Kara B. Hendricks | Correspond with D. Zaro re: K. Dean.   | 0.10        | 48.02 |        |        |    |    |    |
| 07/06/22 | 9039016           | Several emails with Receiver counsel related to attorney turnover of account funds, including Ms. Dean (.5). | Zaro, David | 0.50  | 272.50 | 599.50 | WO | HD | TR |
| 07/07/22 | Kara B. Hendricks | Correspond with D. Zaro re: K. Dean.   | 0.20        | 96.05 |        |        |    |    |    |

27  
28 These billings are duplication of the same work. *Ikn D.M. v. Cnty. of Merced*, 2022 WL 4792420, at

1 \*12 (E.D. Cal. Oct. 3, 2022) (“it appears to the Court that the nearly identical same-day entries relate to a  
 2 review of the same communications from opposing counsel by two different attorneys, thus overlapping or  
 3 duplicating the work performed. In another example, two different attorneys both billed time on the exact  
 4 same day for attending a phone call with opposing counsel.”). This type of billing is inappropriate.

5 **d. Charging for both sides of attorneys’ reviews is prohibited**

6 Attorneys Hendricks and Spaulding double billed for their conferring with one another as shown by  
 7 the billing entries in Exhibit “D” from both the Hendricks billings (Dkt. 378-2) and the Castillo billings  
 8 (378-3) for August 16, 2022, and then again on August 26, 2022, and again on many other occasions.

9 An attorney’s billings should eliminate duplication of fees resulting from attendance by multiple  
 10 attorneys at meetings, preparation sessions, as well as interoffice “update” meetings and calls. *See Hensley,*  
 11 *Hensley v. Eckerhart*, 461 U.S. 424, 434, 103 S. Ct. 1933, 1940, 76 L. Ed. 2d 40 (1983). In *Ikn D.M. v.*  
 12 *Cnty. of Merced*, 2022 WL 4792420, at \*12 (E.D. Cal. Oct. 3, 2022), the Court stated:

13 “Since the billing entries lack further information detailing the correspondence reviewed or  
 14 the aspect of “the production,” it appears to the Court that the nearly identical same-day entries  
 15 relate to a review of the same communications from opposing counsel by two different attorneys,  
 16 thus overlapping or duplicating the work performed. In another example, two different attorneys  
 17 both billed time on the exact same day for attending a phone call with opposing counsel.”

18 The Receiver’s billings are unreasonably duplicative and constitute churning of the bills for identical  
 19 work by multiple attorneys.

20 **2. The \$17,416.57 response to Ms. Dean’s Motions was unreasonable**

21 **a. The Attorney’s fees were excessive and duplicative**

22 The Receiver’s Attorneys expended 42.7 hours amounting to \$17,416.57 in fees responding to Ms.  
 23 Deans Motions regarding their Order to Show Cause re Contempt. The Attorney’s entire billings in this  
 24 case were \$36,032.25. However, half of the Receiver’s fees consisted of a 25 page response to Ms. Dean’s  
 25 Motions, resulting in unreasonable and duplicative fees.

26 In *Apple, Inc. v. Samsung Elecs. Co.*, 2012 WL 5451411, at \*4 (N.D. Cal. Nov. 7, 2012), the Court  
 27 stated:

28 “[T]he court cannot determine the reasonableness of Becker's hours. Or, to be more accurate, the  
 court tends to find it unreasonable that a partner with almost 25 years of experience needed 50 hours  
 to draft a fourteen-page motion and to review a fifteen-page reply, especially when 5 associates also  
 billed 85.8 hours for the same motion. Becker billed an additional 18.7 hours for “assist[ing] with  
 preparation and review” of the motion for sanctions.”

As shown in Exhibit “E” the Attorneys’ work was duplicative, designed to consume as much time as  
 possible, and was unnecessary. *Hensley v. Eckerhart*, 461 U.S. 424, 434, 103 S. Ct. 1933, 1939–40, 76 L.  
 Ed. 2d 40 (1983) (“Counsel for the prevailing party should make a good faith effort to exclude from a fee

1 request hours that are excessive, redundant, or otherwise unnecessary, just as a lawyer in private practice  
 2 ethically is obligated to exclude such hours from his fee submission..”). Exhibit “E” shows billing entries  
 3 from five (5) different attorneys who worked on the same 25 page opposition, did the same repetitive work,  
 4 and then charged duplicative excessive fees of \$17,416.57. *Chalmers v. City of Los Angeles*, 796 F.2d 1205,  
 5 1210 (9th Cir.1985) (stating fees should be reduced “if a case was overstaffed and hours duplicated”).

6 **b. There was nothing unique in the Contempt Motion**

7 The Receiver has filed the identical contempt motions against other parties, and the duplication  
 8 extends to the Attorneys re-writing and duplicating the identical motion for Ms. Dean they filed for Paul  
 9 Beasley and Aaron Beasley on November 5, 2020 (Dkt. 363); for Garrett Ortega on June 29, 2022 (Dkt  
 10 122); and for Jeffrey Judd on June 10, 2022 (Dkt. 91). The Motions make the same claims, identify the  
 11 same authorities, and make the identical arguments as to the others individuals who are subject to the  
 12 Receiver’s Contempt efforts. This type of duplication does not justify the payment of such extraordinary  
 13 fees. *Silva v. Patenaude & Felix, P.C.*, 2010 WL 2000523 at \*3 (N.D. Cal. May 12, 2010) (reducing all  
 14 hours by 20% including the 2.3 spent drafting an initial FDCPA complaint because, the complaint was  
 15 identical to the plaintiff’s complaint in a similar FDCPA case); *Abad v. Williams, Cohen & Gray, Inc.*, 2007  
 16 WL 1839910 at \*7 (N.D. Cal. Apr. 23, 2007) (reducing hours to draft FDCPA complaint from 4 hours to .5  
 17 hours because the complaint was identical to other complaints filed by the plaintiff’s counsel). *See also*  
 18 *Alvarado v. Hovg, LLC*, 2016 WL 5462429, at \*3 (N.D. Cal. Sept. 29, 2016) (reduced time to draft second  
 19 amended FDCPA complaint from 15.3 hours to 3 hours because changes were only a few paragraphs).

20 **3. The Receiver’s Fees-on-Fees Motion is Unreasonable**

21 The Attorneys expended 15.9 hours for \$6,197.50 to draft the Motion for Fees-on-fees, which is  
 22 seventeen percent (17.20%) of the total fees requested of \$36,032.25. However, that number is deceptive  
 23 because if the \$6,197.50 for the fee motion is subtracted from the \$36,032.50, the actual total logged for  
 24 services other than the fee motion was \$29,834.75. The \$6,197.50 for the fee Motion is actually 20.77% of  
 25 the total fees logged.<sup>5</sup> A fee motion comprising 20.77% of the total hours logged for the entire case is  
 26 unreasonable and abusive. *U.S. ex rel. Marchese v. Cell Therapeutics, Inc.*, 2008 WL 5348215, at \*1 (W.D.  
 27 Wash. Dec. 17, 2008) (“In its November 18, 2008 order, this Court found the total request for “fees-on-fees”  
 28

<sup>5</sup> The receiver claims the Attorneys incurred \$5,697.00 in fees preparing the fees Motion. (9-1-22 Memo, p. 4, lines 18-19. However, the Receiver’s calculation is incorrect. The actual cost was \$6,197.50. When calculated as a percent of the total of \$36,032.25 sought in the Receiver’s Motion, the fees-on-fees equal 20.77% of the total fees requested which is excessive and improper. *Auto All. Int’l, Inc. v. U.S. Customs Serv.*, 155 F. App’x 226, 228-29 (6th Cir. 2005) (affirming district court’s limitation of “fees-on-fees” to three percent (3%) of hours in main case).

1 shocking and found that the amount of time billed by attorneys from Milberg LLP was excessive.").

2 The fees-on-fees application not only duplicates prior fee applications the Receiver has made in this  
3 proceeding for other parties, but also contained photocopies of bills previously generated by the Attorneys.  
4 There were no novel issues raised in the Application, and the fees-on-fees Application regenerated prior  
5 filed Memoranda in this same proceeding. *Dytch v. Lazy Dog Restaurants, LLC*, 2019 WL 3928752, at \*7  
6 (N.D. Cal. Aug. 16, 2019) (court should reduce hours unnecessarily spent on the preparation of a fee motion  
7 because such motions are not novel and do not present difficult questions of law or fact); *Prison Legal*  
8 *News v. EOUSA*, at \*4 (D. Col. Aug. 10, 2010) (reducing award for time spent litigating fee issue as "legal  
9 issues associated with a request for legal fees are neither novel or complicated").

10 In *Kalani v. Starbucks Corp.*, 2016 WL 379623, at \*9 (N.D. Cal. Feb. 1, 2016), defendant argued  
11 that plaintiff's requested fees of 34.3 hours spent preparing the attorney's fee motion was excessive and  
12 reduction was warranted. The court stated: "[p]laintiff's Motion raises no novel points of law and presents a  
13 straightforward request for fees under well-established precedent." *Id.* The court reduced plaintiff's  
14 recoverable hours by 17 or about half, for a total of 17.3 hours.

15 Attached as Exhibit "F" are the billings for the fee-on-fees Application totaling \$6,197.50 which  
16 demonstrate duplicative and unnecessary work from three (3) attorneys who duplicated one another's work.  
17 *U.S. ex rel. Marchese v. Cell Therapeutics, Inc.*, 2008 WL 5348215, at \*1 (W.D. Wash. Dec. 17, 2008) ("In  
18 its November 18, 2008 order, this Court found the total request for "fees on fees" shocking and found that  
19 the amount of time billed by attorneys from Milberg LLP was excessive."). The Court should reduce the  
20 requested fees to three percent (3%) of the total fees for actually logged work and fees. *Auto All. Int'l, Inc.*  
21 *v. U.S. Customs Serv.*, 155 F. App'x 226, 228-29 (6th Cir. 2005) (affirming district court's limitation of "fees  
22 on fees" to three percent (3%) of hours in main case); *Coulter v. State of Tennessee*, 805 F.2d 146 (6th  
23 Cir.1986) ("In the absence of unusual circumstances, the hours allowed for preparing and litigating the  
24 attorney fee case should not exceed 3% of the hours in the main case when the issue is submitted on the  
25 papers without a trial."); *Myers v. Bricklayers & Masons Loc. 22 Pension Plan*, 2014 WL 7005193, at \*7  
26 (S.D. Ohio Dec. 10, 2014) ("Based on the above, the Court finds that Plaintiffs' "fees-on-fees" request is  
27 excessive. Plaintiffs may recover fees equal to the 3% cap."); *Schumacher v. AK Steel Corp. Ret.*  
28 *Accumulation Pension Plan*, 995 F. Supp. 2d 835, 843 (S.D. Ohio 2014). (fees incurred to prepare a motion  
for attorney's fees should not exceed 3% of the hours logged in the case).

26 The three percent (3%) figure is arrived at by taking the total fee request of \$36,032.25 and  
27 subtracting the \$7,950.00 in fees claimed by the Allen Matkins Firm which were never "actually incurred"  
28 which leaves \$29,834.79. (See pp. 19-20 *infra.*). From this amount the fees-on-fees request of \$6,195.50

1 should be subtracted to arrive at the actually logged fees in the cases which is \$23,637.29. Three percent  
 2 (3%) of the actually logged fees outside of the fees-on-fees request is \$709.12 ( $\$36,032.25 - \$7,950.00 =$   
 3  $\$29,834.79 - \$6,195.50 = \$23,637.29 \times 3\% = \$709.12$ ).

4 The Receiver should not be entitled to \$6,197.50 for the deceptive fees-on-fees application, and the  
 5 Court should award three percent (3%) of the actually logged fees on the main case excluding the fees-on-  
 6 fees which is \$709.12. *Rosenfeld v. U.S. Dep't of Just.*, 903 F. Supp. 2d 859, 879 (N.D. Cal. 2012) (“The  
 7 Court finds that Plaintiff’s requested award for ‘fees-on-fees’ in this case is ‘grossly inflated.’”).

#### 8 **4. Strategizing and giving attention to a matter are nonsensical services**

9 The Attorneys engaged in strategizing, paying attention, and evaluating matters in vague and non-  
 10 specific activities which produced no work product. *Monsanto Co. v. Pacificorp*, 2006 WL 1128226, at \*11  
 11 (D. Idaho Apr. 24, 2006) (“After reviewing the billing statements for the post-trial time period, the Court  
 12 concludes that the time spent strategizing about, and then redacting, billing statements is excessive and  
 13 unnecessary.”). It is impossible to tell what the attorneys actually did, and strategizing in the abstract  
 14 should never be a billable service. *Jane L. v. Bangerter*, 61 F.3d 1505, 1509 (10th Cir. 1995) (finding no  
 15 abuse of discretion where the district court reduced the number of hours requested by plaintiffs’ attorneys by  
 16 35% “because of imprecise, inflated, and generalized recording methods”). Emails to counsel and follow-  
 17 up tell the Court nothing about what services were rendered. *Lamberson v. Bank of Am. Corp.*, 2012 WL  
 18 4129807, at \*2 (D. Minn. Sept. 19, 2012) (“Additionally, some of Lamberson’s attorneys’ billing records,  
 19 particularly on the partial summary judgment motion, are vague or generalized and provide this Court with  
 20 insufficient information to determine their appropriateness.”)

21 Attached as Exhibit “G” are billings from the Hendricks Declaration (Dkt. 378-2) which show  
 22 strategizing, evaluating, and attention to matters in block billings involving multiple tasks which cannot be  
 23 broken-down or identified. The Attorney’s billings are rampant with strategizing, follow-ups, evaluating,  
 24 and paying attention to matters. None of these services are proper subjects for billing. *Knickerbocker v.*  
 25 *Corinthian Colleges*, 2014 WL 3927227, at \*2 (W.D. Wash. Aug. 12, 2014) (plaintiff entitled to a 35%  
 26 reduction on defendant’s attorney’s fees request on vague billings for strategizing). The services are padded  
 27 with no resulting work product. *Santiago v. Equable Ascent Fin.*, 2013 WL 3498079, at \*6 (N.D. Cal. July  
 28 12, 2013) (“the work billed for unnamed drafts and telephone calls with unknown parties is too vague to be  
 reviewed”). The Court should disallow the Attorney’s billings across the board.

### 29 **C. The Receiver’s Motion Conceals Material Information**

#### 30 **1. The Receiver concealed Ms. Dean delivered \$201,060**

31 There is no justification for the Receiver’s Motion for Fees to have failed to inform the Court that

1 Ms. Dean delivered \$201,060 on November 18, 2022, which the Receiver received on November 19, 2022.  
2 Not only is this matter moot, but also there is not one billing entry in all of the receiver's billings concerning  
3 the transfer of funds. The omission is not explainable, and the refusal to acknowledge the \$201,060 transfer  
4 from Ms. Dean to the Receiver renders the padded, unreasonable, and blocks billing Fees Motion moot.

5 The Receiver has claimed he is entitled to Attorney's fees based on the fact he was forced to bring a  
6 Motion to Compel a Turn Over Order. However, he is not. *In re Owners of Harvey Oil Ctr.*, 788 F.2d 275,  
279 (5th Cir. 1986) (proceeding for turn over order does not support award of attorney's fees).

7 In *Golden Pisces, Inc. v. Fred Wahl Marine Const., Inc.*, 495 F.3d 1078, 1081 (9th Cir. 2007), the  
8 Court refused to permit an award of attorney's fees where there was no statute, showing of contempt, bad  
9 faith, or contract which permitted the fees. The Court stated:

10 "In federal litigation, the American Rule generally precludes an award of attorneys' fees absent  
11 statutory authorization or an enforceable contractual fees provision. *Alyeska Pipeline Serv. Co. v.*  
12 *Wilderness Soc'y*, 421 U.S. 240, 257, 95 S.Ct. 1612, 44 L.Ed.2d 141 (1975); *see also F.D. Rich Co.*,  
13 417 U.S. at 126, 94 S.Ct. 2157; *Perry*, 759 F.2d at 704. However, federal courts have created a  
14 limited set of equitable exceptions to the American Rule and will award attorneys' fees even in the  
15 absence of an applicable statutory or contractual provision when, for example, the losing party acted  
16 in bad faith or willfully disobeyed a court order. *See Alyeska*, 421 U.S. at 258-59, 95 S.Ct. 1612.  
17 'These exceptions are unquestionably assertions of inherent power in the courts to allow attorneys'  
18 fees in particular situations.' *Id.* at 259, 95 S.Ct. 1612."

19 In this case, Ms. Dean has not disobeyed a Court Order or acted in bad faith. The Turn Over Order  
20 not only is not final, but also Ms. Dean sent the funds to the Receiver prior to the Turn Over Order being  
21 considered by the District Court. Attorney's fees are not legally permissible for seeking a Turn Over Order.

## 22 **2. The July 28, 2022, Amended Order was Not a Reappointment**

23 The Attorney's billings demonstrate the Receiver's claim that the July 28, 2022, Amended Order  
24 was a Reappointment is false. (*See Dean 12-01-22 Objection to Magistrate Order*, pp. 20-23). Ms. Dean's  
25 Objection to the Magistrate's Report sets forth that a ministerial amendment to a Receivership Order cannot  
26 be deemed a Reappointment to permit the 10-day clock for filing in Arizona in 28 U.S.C. section 754 to  
27 commencing running anew. Such a procedure would permit the Receiver to seek any minor, or in this case,  
28 irrelevant Order regarding other people, and then claim without basis that Order was a Reappointment.

The Attorney's billing demonstrate that not only did the Receiver and his Attorneys hide the  
subterfuge purpose of the ministerial Amendment as actually being a Reappointment, but also there was no  
billing for the Amendment attributed to Ms. Dean nor any mention of section 754 until August 24, 2022,  
which was after Ms. Dean raised the Receiver's failure to file in Arizona under section 754 in her 08-15-22  
Motion to Quash (Dkt. 257). The absence of any billing demonstrates the Receiver's claim that the  
Amendment was to permit a Reappointment so the Receiver could file in Arizona was a fiction. The billing

1 demonstrates the Receiver concealed from the Court when the Receiver filed the 08-01-22 Motion for OSC  
2 re Contempt (Dkt. 210) the Receiver concealed from the Court the section 754 violation.

3 The Receiver's accounting of attorney time discloses there was one (1) and only one (1) mention on  
4 August 24, 2022, of 28 U.S.C. section 754, which was after Ms. Dean's 8-15-22 Motion to Quash (Dkt.  
5 257). That reference was long after the Receiver obtained the July 28 2022, Amendment which the  
6 Receiver has attempted to call a Reappointment. The sole reference demonstrates the Receiver did not  
7 contemplate a Reappointment, and the Reappointment claim is a subterfuge afterthought.

|          |                     |   |      |          |
|----------|---------------------|---|------|----------|
| 08/24/22 | Christian Spaulding | Evaluate relevant case law regarding application of 28 USC 754, personal jurisdiction, and other arguments raised by Kamille Dean in her motions. | 3.70 | 1,179.38 |
|----------|---------------------|---|------|----------|

8  
9  
10 The billing to "evaluate relevant case law" is vague and impermissible. There was no entry in the  
11 Attorney's billing for the August 5, 2022, filing in Arizona because that act was subterfuge and gross  
12 negligence. *U.S. ex rel. Sanchez-Smith v. AHS Tulsa Reg'l Med. Ctr.*, 754 F. Supp. 2d 1270, 1287 (N.D.  
13 Okla. 2010) ("The Court agrees with the NHC court that there is a point between "worthless" and  
14 "negligent" at which a Medicaid claim can become factually false."). However, concealing the provision of  
15 the grossly negligent services, as in this case, is equally deceptive.

### 16 **3. The Receiver Did Not "Actually Incur" the \$7,957 from Allen Matkins**

#### 17 **a. The Court never approved the \$7,957 Allen Matkins fees**

18 While the Receiver's 12-01-22 Motion for Fees (Dkt. 378) claims the \$36,032.25 in fees they seek  
19 were necessary and reasonable, the fact is the \$7,957.00 from Allen Matkins Leck Gamble Mallory &  
20 Natsis, LLP ("Allen Matkins") was never included in the 11-15-22 Omnibus Motion to Approve Second  
21 Quarterly Application for Fees and Reimbursement of Expenses (Dkt. 366) or the 11-15-22 Second  
22 Quarterly Application for Payment of Fees and Expenses filed by Allen Matkins (Dkt. 350) which covered  
23 the full period of Allen Matkins' billing regarding Ms. Dean. The Attorneys' have no right to the \$7,957.00  
24 which were concealed in the Receiver's Motion to Approve Fees (Dkts. 350, 366). The Court has never  
25 approved these fees, and not only does the Receiver have no authority to pay such fees, but also the fees  
26 were never "actually incurred" which precludes the Attorneys from requesting the fees.<sup>6</sup> *S.E.C. v.*

27  
28  
<sup>6</sup> *Gottesman v. Santana*, 2017 WL 5548486, at \*8 (S.D. Cal. Nov. 17, 2017) (pro se litigant not entitled to attorney's fees award because fees were not "actually incurred"); *WMCV Phase, LLC v. Tufenkian Carpets Las Vegas, LLC*, 2013 WL 1007711, at \*3 (D. Nev. Mar. 12, 2013) (party seeking fees must prove the fees constitute his "actual expenses ... incurred as a result of the removal."); *U. S. v. 243.538 Acres of Land, More or Less, In Maui County, State of Hawaii*, 509 F. Supp. 981, 985 (D. Haw. 1981) (to be awarded attorney's fees the party must have actually incurred such reasonable attorney's fees and costs).

1 *Megafund Corp.*, 2008 WL 2856460, at \*2 (N.D. Tex. June 24, 2008) (Receiver must seek court approval  
2 for payment of attorney’s fees). A party may recover attorney’s fees only if actually incurred.

3 **b. Concealment that the \$7,957 was never approved is inexcusable**

4 The Receiver concealed in his Motion for Fees Against Ms. Dean (Dkt 378) that the Allen Matkins  
5 fees were never part of any request for Court approval and that the Receiver may not pay Allen Matkins the  
6 \$7,957.00 in requested fees. *KeyBank Nat’l Ass’n v. Monolith Solar Assocs. LLC*, 2020 WL 5549090, at \*4  
7 (N.D.N.Y. Sept. 16, 2020) (Receiver must seek court approval under Rule 66 for the payment of attorney’s  
8 fees to the Receiver’s attorneys). The result is that the Receiver has not “actually incurred” the \$7,957.00  
9 in fees from the Allen Matkins Firm regarding Ms. Dean, and the Receiver’s application for these same  
10 \$7,957.00 in fees in the Motion against Ms. Dean (Dkt. 378) is a subterfuge and an inappropriate request  
11 which conceals the fees were never “actually incurred.” *Drilling & Expl. Corp. v. Webster*, 69 F.2d 416,  
12 418 (9th Cir. 1934) (Court must approve attorney’s fees requested by Receiver and Receiver must seek  
13 Court’s approval prior to having any right to pay any attorney’s fees to the Receiver’s attorneys).

14 The Receiver concealed he failed to file Notice of his Receivership in Arizona when he filed the 8-1-  
15 22 OSC re Contempt against Ms. Dean (Dkt. 210). The Receiver concealed when he obtained the July 28,  
16 2022, Amendment to the Receivership Order (Dkt. 207), that he actually intended to pretend it was a  
17 Reappointment thereby depriving Ms. Dean of any opportunity for a hearing on the prejudice the Receiver’s  
18 failure to file in Arizona had caused her. Now, the Receiver has concealed that \$7,957.00 in Allen Matkins’  
19 fees were not part of the Second Quarterly request to approve fees thereby prohibiting the Receiver from  
20 paying such fees. The concealment in this case has been extreme, and it permeates this entire proceeding  
21 regarding Ms. Dean making the Receiver’s Motion for Fees against Ms. Dean inequitable and the overt  
22 product of concealment. *Octane Fitness, LLC v. ICON Health & Fitness, Inc.*, 572 U.S. 545, 554 (2014)  
23 (the Court may deny attorney's fees based on "the unreasonable manner in which the case was litigated.

24 **III**

25 **CONCLUSION**

26 For the foregoing reasons, Third Party Ms. Kamille Dean, requests the Receiver’s Motion for  
27 Attorney’s Fees be denied.

28 DATED: December 15, 2022

KAMILLE DEAN



By: \_\_\_\_\_

Kamille Dean, Attorney in Pro Se

**Exhibit “A”**

**EXHIBIT "A"**

|          |         |  |                      |      |          |          |    |    |    |
|----------|---------|--|----------------------|------|----------|----------|----|----|----|
| 07/29/22 | 8915687 | Evaluate emails, assess communications with Ms. Dean and the draft outline of declaration, email to counsel.   | Zaro, David          | 0.60 | 327.00   | 1,635.00 | WO | HD | TR |
| 08/24/22 | 8953820 | Evaluate issues and several e-mails related to the Dean briefs and Receiver's response, accounting, advice to counsel as to approach.  | Zaro, David          | 0.70 | 381.50   | 6,213.00 | WO | HD | TR |
| 08/24/22 | 9039022 | Review and respond to correspondence from K. Hendricks and Receiver regarding response to K. Dean motions and associated accounting (0.2)  | Del Castillo, Joshua | 0.20 | 109.00   | 6,322.00 | WO | HD | TR |
| 08/16/22 | 8930483 | Evaluate emails/analyze filings: briefs and exhibits from Ms. Dean related to the turnover of funds in her account from Judd (1.2). Attend call with Receiver and counsel as to turnover motion and counter motion/Receiver response (.5).   | Zaro, David          | 1.70 | 926.50   | 2,997.50 | WO | HD | TR |
| 08/26/22 | 9039023 | Review and prepare recommended revisions to draft Omnibus Opposition to K. Dean motions regarding retention of receivership funds (1.1)  | Del Castillo, Joshua | 1.10 | 599.50   | 6,921.50 | WO | HD | TR |
| 08/30/22 | 8953923 | Evaluate issues concerning outstanding recovery of fees, turnovers and several emails as to Dean's pending motions.  | Zaro, David          | 0.40 | 218.00   | 7,139.50 | WO | HD | TR |
| 08/16/22 | 9039021 | Review K. Dean motions regarding turnover of Judd funds and emails with Receiver and co-counsel regarding same (1.1); legal analysis of baseless arguments presented by K. Dean (1.2); teleconference with co-counsel regarding preparation of response to same and prepare and transmit notes and initial draft briefing for incorporation into response (2.9). | Del Castillo, Joshua | 5.20 | 2,834.00 | 5,831.50 | WO | HD | TR |
| 08/24/22 | 8953820 | Evaluate issues and several e-mails related to the Dean briefs and Receiver's response, accounting, advice to counsel as to approach.  | Zaro, David          | 0.70 | 381.50   | 6,213.00 | WO | HD | TR |

# Exhibit “B”

**EXHIBIT "B"**

|          |                     |   |      |        |
|----------|---------------------|---|------|--------|
| 07/08/22 | Kara B. Hendricks   | Review correspondence and stipulation from K. Dean and follow-up with team regarding referenced acknowledgment.         | 0.50 | 240.12 |
| 07/11/22 | Jason Hicks         | Strategize regarding Kamille Dean (Judd) refusal to turnover all funds.   | 0.20 | 72.25  |
| 07/22/22 | Kara B. Hendricks   | Follow-up with K. Dean regarding motion to retain fees.   | 0.10 | 48.02  |
| 08/02/22 | Jason Hicks         | Review motion for order to show cause/compel Kamille Dean to turn over  | 0.20 | 72.25  |
| 08/19/22 | Christian Spaulding | Evaluate motions filed by Kamille Dean (ECF Nos. 257, 258, 259, and 260) in anticipation of preparing response to same. | 1.50 | 478.13 |

# Exhibit “C”

**EXHIBIT "C"**

|          |                   |  |                      |      |          |          |    |    |    |
|----------|-------------------|--|----------------------|------|----------|----------|----|----|----|
| 08/16/22 | Kara B. Hendricks | Attention to multiple documents provide by K. Dean including opposition to motion to compel, motion to strike, objection to affidavits, motion for leave to file interpleader(.6); Discuss preparation of response to same with C. Spaulding and outline issues to address (.2); Respond to email from C. Fronk regarding same (.1);                             |                      |      | 0.90     | 432.23   |    |    |    |
| 08/16/22 | 8930483           | Evaluate emails/analyze filings: briefs and exhibits from Ms. Dean related to the turnover of funds in her account from Judd (1.2). Attend call with Receiver and counsel as to turnover motion and counter motion/Receiver response (.5).   | Zaro, David          | 1.70 | 926.50   | 2,997.50 | WO | HD | TR |
| 08/16/22 | 9039021           | Review K. Dean motions regarding turnover of Judd funds and emails with Receiver and co-counsel regarding same (1.1); legal analysis of baseless arguments presented by K. Dean (1.2); teleconference with co-counsel regarding preparation of response to same and prepare and transmit notes and initial draft briefing for incorporation into response (2.9). | Del Castillo, Joshua | 5.20 | 2,834.00 | 5,831.50 | WO | HD | TR |

# Exhibit “D”

**EXHIBIT "D"**

|          |                     |  |                      |          |          |   |    |    |           |
|----------|---------------------|--|----------------------|----------|----------|---|----|----|-----------|
| 08/16/22 | Christian Spaulding | Confer with team regarding arguments to be made in response to Motions filed by K. Dean and deadlines for the same.  | 0.90                 | 286.88   |          |   |    |    |           |
| 08/16/22 | 9039021             | Review K. Dean motions regarding turnover of Judd funds and emails with Receiver and co-counsel regarding same (1.1); legal analysis of baseless arguments presented by K. Dean (1.2); teleconference with co-counsel regarding preparation of response to same and prepare and transmit notes and initial draft briefing for incorporation into response (2.9). | Del Castillo, Joshua | 5.20     | 2,834.00 | 5,831.50  | WO | HD | TR        |
| 08/26/22 | Kara B. Hendricks   | Continue review and revisions to response to Dean Motions including follow-up with C. Spaulding regarding same, circulating draft for review, and incorporating comments received.   | 6.10                 | 2,929.53 |          |   |    |    |           |
| 08/26/22 | Christian Spaulding | Confer with K. Hendricks regarding the Ninth Circuit's holding in SEC v. Ross and its application to this case and the motions filed by Kamille Dean.  | 0.30                 | 95.63    |          |   |    |    |           |
| 08/26/22 | Christian Spaulding | Confer with K. Hendricks regarding application of SEC v. Ross to the instant dispute with Kamille Dean regarding summary v. plenary proceedings.   | 0.40                 | 127.50   |          |   |    |    |           |
| 11/30/22 | CS                  | 3.80   | 375.00               | 375.00   | 1,425.00 | Revise draft of Memorandum of Fees related to recovery efforts directed to Kamille Dean to reflect information provided by Allen Matkins. Draft declarations of Kara Hendricks and Joshua A. del Castillo in support thereof. | X  |    | 218495510 |

# Exhibit “E”

**EXHIBIT "E"**

|          |                     |  |      |          |
|----------|---------------------|--|------|----------|
| 08/22/22 | Kara B. Hendricks   | Respond to email from K. Dean regarding pending motions and funds received from  | 0.10 | 48.03    |
| 08/23/22 | Kara B. Hendricks   | Follow-up with C. Spaulding regarding Dean response and arguments to pending motions filed to keep funds and file new action.  | 0.20 | 96.05    |
| 08/24/22 | Christian Spaulding | Draft Omnibus Opposition to four motions filed by Kamille Dean.  | 9.20 | 2,932.50 |
| 08/24/22 | Christian Spaulding | Evaluate relevant case law regarding application of 28 USC 754, personal jurisdiction, and other arguments raised by Kamille Dean in her motions.                                  | 3.70 | 1,179.38 |
| 08/25/22 | Kara B. Hendricks   | Review and revise Omnibus response to Dean motions regarding funds retained from Judd;   | 4.40 | 2,113.10 |
| 08/25/22 | Christian Spaulding | Revise and finalize draft of Omnibus Opposition to Motions filed by Kamille Dean.  | 4.10 | 1,306.88 |
| 08/26/22 | Kara B. Hendricks   | Continue review and revisions to response to Dean Motions including follow-up with C. Spaulding regarding same, circulating draft for review, and incorporating comments received; | 6.10 | 2,929.53 |
| 08/26/22 | Kara B. Hendricks   | Prepare notice of non opposition to K. Dean motion to compel;  | 0.30 | 144.08   |

|          |                     |   |      |        |
|----------|---------------------|---|------|--------|
| 08/26/22 | Cynthia L. Ney      | Review and editing of Omnibus motion response, including incorporating Allen Matkins revisions and preparation of supporting exhibits (1.6); communications with K.Hendricks regarding same (.1). | 1.70 | 297.50 |
| 08/26/22 | Christian Spaulding | Evaluate revisions to Opposition to Kamille Dean motions from J. del Castillo including review of SEC v. Ross and its application to this case.   | 1.00 | 318.75 |
| 08/26/22 | Christian Spaulding | Confer with K. Hendricks regarding the Ninth Circuit's holding in SEC v. Ross and its application to this case and the motions filed by Kamille Dean.   | 0.30 | 95.63  |
| 08/26/22 | Christian Spaulding | Confer with K. Hendricks regarding application of SEC v. Ross to the instant dispute with Kamille Dean regarding summary v. plenary proceedings.  | 0.40 | 127.50 |
| 08/27/22 | Kara B. Hendricks   | Review emails and follow-up with C. Spaulding regarding requested revisions to Dean response;   | 0.10 | 48.03  |
| 08/28/22 | Christian Spaulding | Proofread and revise omnibus response to Kamille Dean Motions per comments from co-counsel and client.  | 0.90 | 286.88 |
| 08/29/22 | Kara B. Hendricks   | Update and finalize response to Dean Motions and notice of non-opposition to Dean Motion to Compel;   | 0.80 | 384.20 |
| 08/30/22 | Kara B. Hendricks   | Attention to SEC response to Dean motion for leave to file interpleader;  | 0.10 | 48.03  |

|          |         |  |                      |      |          |          |    |    |    |
|----------|---------|--|----------------------|------|----------|----------|----|----|----|
| 08/16/22 | 8930483 | Evaluate emails/analyze filings; briefs and exhibits from Ms. Dean related to the turnover of funds in her account from Judd (1.2). Attend call with Receiver and counsel as to turnover motion and counter motion/Receiver response (.5).   | Zaro, David          | 1.70 | 926.50   | 2,997.50 | WO | HD | TR |
| 08/16/22 | 9039021 | Review K. Dean motions regarding turnover of Judd funds and emails with Receiver and co-counsel regarding same (1.1); legal analysis of baseless arguments presented by K. Dean (1.2); teleconference with co-counsel regarding preparation of response to same and prepare and transmit notes and initial draft briefing for incorporation into response (2.9). | Del Castillo, Joshua | 5.20 | 2,834.00 | 5,831.50 | WO | HD | TR |
| 08/24/22 | 8953820 | Evaluate issues and several e mails related to the Dean briefs and Receiver's response, accounting; advice to counsel as to approach.  | Zaro, David          | 0.70 | 381.50   | 6,213.00 | WO | HD | TR |
| 08/24/22 | 9039022 | Review and respond to correspondence from K. Hendricks and Receiver regarding response to K. Dean motions and associated accounting (0.2)  | Del Castillo, Joshua | 0.20 | 109.00   | 6,322.00 | WO | HD | TR |
| 08/26/22 | 9039023 | Review and prepare recommended revisions to draft Omnibus Opposition to K. Dean motions regarding retention of receivership funds (1.1)  | Del Castillo, Joshua | 1.10 | 599.50   | 6,921.50 | WO | HD | TR |
| 08/30/22 | 8953923 | Evaluate issues concerning outstanding recovery of fees, turnovers and several emails as to Dean's pending motions.  | Zaro, David          | 0.40 | 218.00   | 7,139.50 | WO | HD | TR |

# Exhibit “F”

**EXHIBIT "F"**

|          |         |      |        |        |          |   |             |                               |
|----------|---------|------|--------|--------|----------|---|-------------|-------------------------------|
| 11/17/22 | KBH     | 0.30 | 565.00 | 565.00 | 169.50   | Review order on K. Dean motion to compel and request C. Spaulding prepare memorandum of fees;   | X           | 218425982                     |
| 11/21/22 | CS      | 2.50 | 375.00 | 375.00 | 937.50   | Evaluate invoices and begin draft of Memorandum of Fees incurred in seeking to work with Kamille Dean and motions related to the same.  | X           | 218495467                     |
| 11/22/22 | KBH     | 0.30 | 565.00 | 565.00 | 169.50   | Follow-up with C. Spaulding regarding memo for fees relating to Dean Motions and respond to inquiries regarding same;   | X           | 218460123                     |
| 11/23/22 | CS      | 2.30 | 375.00 | 375.00 | 862.50   | Evaluate relevant case law regarding reasonable fees awarded to receivers in similar cases for inclusion in Memorandum of Fees in Support of Receiver's Request for Attorneys' Fees Incurred with respect to Kamille Dean.    | X           | 218495350                     |
| 11/23/22 | CS      | 2.40 | 375.00 | 375.00 | 900.00   | Continue draft of Memorandum of Fees in Support of Request for Attorneys' Fees and Costs Incurred with respect to Kamille Dean.   | X           | 218495391                     |
| 11/25/22 | CS      | 3.30 | 375.00 | 375.00 | 1,237.50 | Continue draft of Memorandum of Fees related to efforts to recover funds from Kamille Dean and communications with team regarding the same.   | X           | 218495383                     |
| 11/28/22 | KBH     | 0.10 | 565.00 | 565.00 | 56.50    | Correspond with J. del Castillo regarding Dean fee recovery motion;   | X           | 218513516                     |
| 11/29/22 | CS      | 0.30 | 375.00 | 375.00 | 112.50   | Confer with team regarding invoice entries demonstrating fees incurred in relation to Kamille Dean motion and compliance with Receivership Orders.  | X           | 218495320                     |
| 11/30/22 | CS      | 3.80 | 375.00 | 375.00 | 1,425.00 | Revise draft of Memorandum of Fees related to recovery efforts directed to Kamille Dean to reflect information provided by Allen Matkins. Draft declarations of Kara Hendricks and Joshua A. del Castillo in support thereof. | X           | 218495510                     |
| 09/09/22 | 8959898 |      |        |        |          | Analysis/advice to Receiver concerning the attorney's fees recovery including the Dean brief, California legal issues and follow-up.  | Zaro, David | 0.60 327.00 7,957.00 WO HD TR |

# Exhibit “G”

**EXHIBIT "G"**

|          |                     |   |      |          |
|----------|---------------------|---|------|----------|
| 07/11/22 | Jason Hicks         | Strategize regarding Kamille Dean (Judd) refusal to turnover all funds.   | 0.20 | 72.25    |
| 07/31/22 | Jason Hicks         | Strategize with receivership team regarding Kamille Dean (Judd attorney) who is refusing to turn over all funds, and necessity for motion practice with court.  | 0.10 | 36.12    |
| 08/01/22 | Kara B. Hendricks   | Attention to motion to compel regarding K. Dean and follow-up regarding original source of funds we are seeking to recover, update declarations and finalize pleadings and exhibits;  | 1.30 | 624.33   |
| 08/10/22 | Kara B. Hendricks   | Attention to correspondence from K. Dean regarding turnover of funds and proposed settlement discussions:   | 0.20 | 96.05    |
| 08/16/22 | Kara B. Hendricks   | Attention to multiple documents provide by K. Dean including opposition to motion to compel, motion to strike, objection to affidavits, motion for leave to file interpleader(6); Discuss preparation of response to same with C. Spaulding and | 0.90 | 432.23   |
| 08/19/22 | Christian Spaulding | Evaluate motions filed by Kamille Dean (ECF Nos. 257, 258, 259, and 260) in anticipation of preparing response to same:   | 1.50 | 478.13   |
| 08/26/22 | Christian Spaulding | Evaluate revisions to Opposition to Kamille Dean motions from J. del Castillo including review of SEC v. Ross and its application to this case.   | 1.00 | 318.75   |
| 08/30/22 | Kara B. Hendricks   | Attention to SEC response to Dean motion for leave to file interpleader:  | 0.10 | 48.03    |
| 09/12/22 | Christian Spaulding | Evaluate reply briefs filed by K. Dean and evaluate relevant case law to determine veracity of arguments made therein.  | 4.50 | 1,434.38 |

|          |     |      |        |        |        |   |   |           |
|----------|-----|------|--------|--------|--------|---|---|-----------|
| 11/22/22 | KBH | 0.30 | 565.00 | 565.00 | 169.50 | Follow-up with C. Spaulding regarding memo for fees relating to Dean Motions and respond to inquiries regarding same; | X | 218460123 |
|----------|-----|------|--------|--------|--------|---|---|-----------|

# Exhibit “H”

# Wire Transfer Services

## Outgoing Wire Transfer Request



Date: 05/18/2022

Account Name: [REDACTED]

Account Number: [REDACTED]

Branch: [REDACTED]

Address: [REDACTED]

City: [REDACTED]

State: [REDACTED]

Zip: [REDACTED]

Outgoing wire transfer services are provided by Wells Fargo Bank, N.A. and are subject to the applicable routing slip rules from the wire transfer agreement on page 2 and 3 of the Wells Fargo Wire Transfer Services and associated guidelines regarding routing instructions. See the Wire Transfer Information on page 2 of the Wells Fargo Wire Transfer Services and associated guidelines regarding routing instructions. See the Wire Transfer Information on page 2 of the Wells Fargo Wire Transfer Services and associated guidelines regarding routing instructions.

**Originator's Information**

|                           |                         |
|---------------------------|-------------------------|
| Originator Name           | Originator Address      |
| WELLS FARGO BANK          | 4545 W 24TH ST, STE 200 |
| Originator City           | Originator State        |
| MINNEAPOLIS, MN           | MINN                    |
| Originator Zip            | Originator Country      |
| 55412                     | US                      |
| Originator Phone          | Originator Fax          |
| 612-292-2122              | 612-292-2122            |
| Originator Email          | Originator Reference    |
|                           |                         |
| Originator Account Number | Originator Account Type |
| 10000000000000000000      | Checking                |
| Originator Name           | Originator Phone        |
| WELLS FARGO BANK          | 612-292-2122            |

**Wire Amount and Source of Funds**

|                      |                 |                       |           |
|----------------------|-----------------|-----------------------|-----------|
| Wire Amount          | Source of Funds | Wire Transfer Account | Wire Code |
| 10000000000000000000 | 1000            | 10000000000000000000  | 0001      |

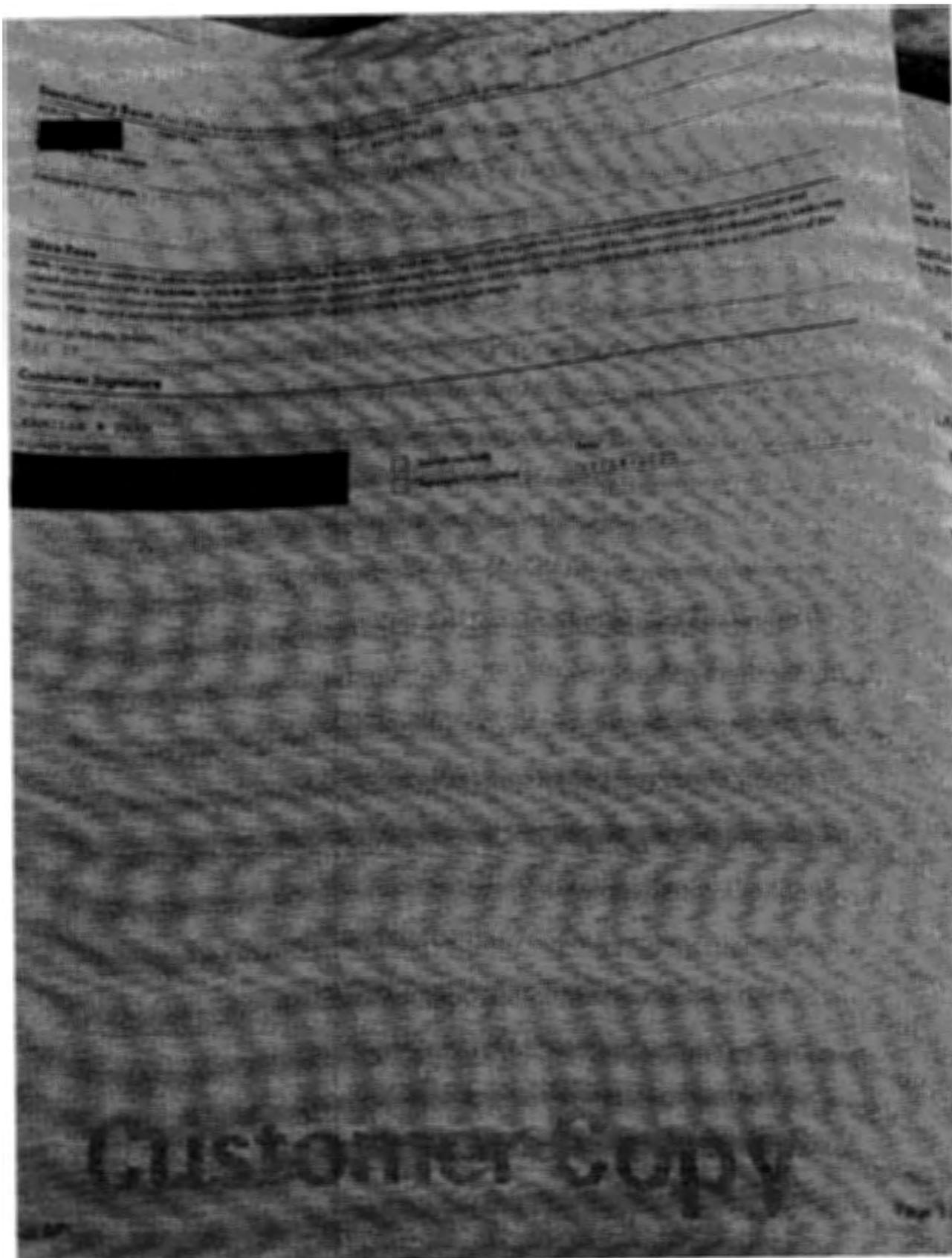
**Beneficiary/Recipient Information (This is the actual recipient of the wire transfer)**

|                            |                          |
|----------------------------|--------------------------|
| Beneficiary Name           | Beneficiary Address      |
| WELLS FARGO BANK           | 4545 W 24TH ST, STE 200  |
| Beneficiary City           | Beneficiary State        |
| MINNEAPOLIS, MN            | MINN                     |
| Beneficiary Zip            | Beneficiary Country      |
| 55412                      | US                       |
| Beneficiary Phone          | Beneficiary Fax          |
| 612-292-2122               | 612-292-2122             |
| Beneficiary Email          | Beneficiary Reference    |
|                            |                          |
| Beneficiary Account Number | Beneficiary Account Type |
| 10000000000000000000       | Checking                 |
| Beneficiary Name           | Beneficiary Phone        |
| WELLS FARGO BANK           | 612-292-2122             |

# Customer Copy

WELLS FARGO

05/18/22



# Exhibit “I”

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DAVID R. ZARO (BAR NO. 124334)  
JOSHUA A. DEL CASTILLO (BAR NO. 239015)  
MATTHEW D. PHAM (BAR NO. 287704)  
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Fax: (213) 620-8816  
E-Mail: dzaro@allenmatkins.com  
jdelcastillo@allenmatkins.com  
mpham@allenmatkins.com

Attorneys for Court-Appointed Receiver  
GEOFF WINKLER

UNITED STATES DISTRICT COURT  
DISTRICT OF ARIZONA

SECURITIES AND EXCHANGE  
COMMISSION,

Plaintiff,

vs.

MATTHEW WADE BEASLEY;  
BEASLEY LAW GROUP PC;  
JEFFREY J. JUDD; CHRISTOPHER R.  
HUMPHRIES; J & J CONSULTING  
SERVICES, INC., an Alaska  
corporation; J & J CONSULTING  
SERVICES, INC., a Nevada corporation;  
J AND J PURCHASING, LLC; SHANE  
M. JAGER; JASON M. JONGEWARD;  
DENNY SEYBERT; and ROLAND  
TANNER,

Defendants.

|  |                                 |
|--|---------------------------------|
| <input checked="" type="checkbox"/> FILED        | <input type="checkbox"/> LODGED |
| <input type="checkbox"/> RECEIVED                | <input type="checkbox"/> COPY   |
| AUG 05 2022                                      |                                 |
| CLERK U.S. DISTRICT COURT<br>DISTRICT OF ARIZONA |                                 |
| BY   | DEPUTY                          |

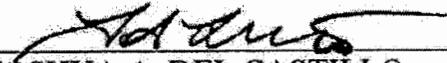
Case No. **MC22-00034-PHX**  
**NOTICE OF APPOINTMENT OF  
RECEIVER (28 U.S.C. § 754)**

1 Pursuant to 28 U.S.C. section 754, receiver Geoff Winkler, appointed by the  
2 United States District Court for the District of Nevada in the case entitled *SEC v.*  
3 *Matthew Wade Beasley, et al.*, Case No. 2:22-cv-00612-JCM-EJY, hereby files true  
4 and correct copies of the following in this district:

- 5 Exhibit 1. Complaint; and  
6 Exhibit 2. Order Appointing Receiver.

7  
8 Dated: August 4, 2022

ALLEN MATKINS LECK GAMBLE  
MALLORY & NATSIS LLP

9 By:   
10 JOSHUA A. DEL CASTILLO  
11 Attorneys for Court-Appointed  
12 Receiver GEOFF WINKLER

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# Exhibit “J”

From: <[azddb\\_responses@azd.uscourts.gov](mailto:azddb_responses@azd.uscourts.gov)>

Date: Mon, Aug 8, 2022 at 2:27 PM

Subject: Activity in Case 2:22-mc-00034 Winkler v. Securities and Exchange Commission et al Notice (Other)

To: <[azddb\\_nefs@azd.uscourts.gov](mailto:azddb_nefs@azd.uscourts.gov)>

**This is an automatic e-mail message generated by the CM/ECF system. Please DO NOT RESPOND to this e-mail because the mail box is unattended.**

**\*\*\*NOTE TO PUBLIC ACCESS USERS\*\*\* Judicial Conference of the United States policy permits attorneys of record and parties in a case (including pro se litigants) to receive one free electronic copy of all documents filed electronically, if receipt is required by law or directed by the filer. PACER access fees apply to all other users. To avoid later charges, download a copy of each document during this first viewing. However, if the referenced document is a transcript, the free copy and 30 page limit do not apply.**

**U.S. District Court**

**DISTRICT OF ARIZONA**

**Notice of Electronic Filing**

The following transaction was entered on 8/8/2022 at 2:26 PM MST and filed on 8/5/2022

**Case Name:** Winkler v. Securities and Exchange Commission et al

**Case Number:** [2:22-mc-00034](#)

**Filer:** Geoff Winkler

**Document Number:** [3](#)

**Docket Text:**

**Notice of Appointment of Receiver by Geoff Winkler re: [2] Order Appointing Receiver. (BAS)**

**2:22-mc-00034 Notice has been electronically mailed to:**

Kamille Rae Dean [kamille@kamilledean.com](mailto:kamille@kamilledean.com)

**2:22-mc-00034 Notice will be sent by other means to those listed below if they are affected by this filing:**

Casey R Fronk  
Securities & Exchange Commission - Salt Lake City, UT

351 S West Temple, Ste. 6.100  
Salt Lake City, UT 84101

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Securities & Exchange Commission - Salt Lake City, UT  
351 S West Temple, Ste. 6.100  
Salt Lake City, UT 84101

PROOF OF SERVICE

I, Maureen Jaroscak, am an attorney at law. I am over the age of 18 and not a party to the within action. My business address is 1440 Harbor Boulevard, Suite 900, Fullerton, CA 92835.

On December ~~14~~<sup>15</sup>, 2022, I served the following document described as:

(1) MS. DEAN'S OPPOSITION TO RECEIVER'S MEMORANDUM OF FEES AND COSTS (DKT. 378)

(2) DECLARATION OF KAMILLE DEAN

on all interested parties in this action by serving a true copy through electronic service by gmail.com on the email addresses and parties indicated below. The machine indicated the electronic transmission was successfully completed as follows:

SEE ATTACHED SERVICE LIST:

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on December 15, 2022 , at Fullerton, California.

  
Maureen Jaroscak

**SERVICE LIST**

court@gtogata.com,  
ggarman@gtg.legal,  
bknotices@gtg.legal,  
hendricksk@gtlaw.com,  
escobargaddie@gtlaw.com,  
flintza@gtlaw.com,  
lvlitdocket@gtlaw.com,  
neyc@gtlaw.com,  
rabe@gtlaw.com,  
sheffieldm@gtlaw.com  
mdonohoo@fabianvancott.com,  
sburdash@fabianvancott.com,  
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kelly@maningolaw.com,  
yasmin@maningolaw.com,  
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mrawlins@smithshapiro.com,  
jbidwell@smithshapiro.com,  
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wbarrett@christiansenlaw.com,  
rkinas@swlaw.com,  
credd@swlaw.com,  
docket\_las@swlaw.com,  
jmath@swlaw.com,  
mfull@swlaw.com,  
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flintza@gtlaw.com,  
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mdiaz@allenmatkins.com,  
ddh@scmlaw.com,  
david@secdefenseattorney.com,  
Kamille@kamilledean.com,

Notice has been delivered placing a copy of the documents in a sealed envelope, first class and affixed thereto, deposited into the US. Mail, at Los Angeles, California, addressed as follows:

Celiza P. Braganca  
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5250 Old Orchard Road, Suite 300  
Skokie, IL 60077

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