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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
OBJECTION, REQUEST FOR DE NOVO
REVIEW, AND APPEAL FROM
MAGISTRATE'S 12-29-22 ORDER (DKT.
417) [LOCAL RULE IB3-1]**

TIME: TBD
DATE: TBD
PLACE: Courtroom 6B

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I.

INTRODUCTION

Third Party Kamille Dean submits this Objection, Request for De Novo Review and Appeal Under Rule 72 of the Federal Rules of Civil Procedure and Local Rule LR IB 3-2 from the Magistrate's December 29, 2022 Ruling (Dkt. 417) awarding Attorney's Fees to the Receiver. Ms. Dean's Objection is based on:

(1) The Magistrate's December 29, 2022, Ruling ignored that 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, Turn Over Order, or other basis to award attorney's fees where this is no case or controversy and the case is moot.

(2) The Magistrate's Ruling ignored that the Receiver's Fee request was filled with impermissible block billing which concealed the nature of the Receiver's billing, and the vague entries, padded billing, billings for "strategizing" and "attention to" various matters, and the duplication of services where multiple attorneys performed the same tasks rendered the Motion for Fees improper;

(3) The Receiver failed to inform the Court Ms. Dean had sent the Receiver all funds in her Trust Account rendering this matter moot, and that conduct was part of a pattern, including (a) concealing when the Receiver obtained an Order Amending his appointment on July 28, 2022 (Dkt. 207), which the Receiver then claimed was a Reappointment, that the Receiver had failed to file the Notice mandated by 28 U.S.C. section 754 in Arizona; (b) concealing the failure to file the June 3, 2022, Order Appointing Receiver in Arizona as mandated by section 754 within 10-days of the appointment when the Receiver sought a Contempt of Court Order on August 1, 2022; and (c) failing to inform the Court Ms. Dean sent the funds to the Receiver on November 18, 2022, when the Receiver made this Fees Motion on December 1, 2022.

A. Preliminary Statement

On November 18, 2022, Ms. Dean transmitted \$201,060 to the Receiver representing all funds in her Trust Account the Receiver had claimed. Ms. Dean holds no other funds belonging to any party in 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 necessity to bring an actions against her regarding the \$201,060. When the Magistrate entered her Order on December, 29, 2022, awarding the receiver \$33,755.24 in fees, the Magistrate failed to mention Ms. Dean has sent all funds in her possession to the Receiver on November 18, 2022. The Magistrate never addressed whether the Magistrate had jurisdiction, whether the case was moot, or if there was a case or controversy, and the Magistrate failed to determine if jurisdiction existed. *Duquesne Light Co. v. Barasch*, 488 U.S. 299, 306

1 (1989) (“Although the parties have not discussed it, we must first inquire into our jurisdiction to decide this
 2 case.”). The Receiver’s failure to inform the Court of the receipt of funds on November 19, 2022,
 3 constituted a serious failure to disclose material information to the Court on an attorney’s fees Motion.

4 While the Court retains jurisdiction after a case becomes moot to award fees, there must be a
 5 statutory, contract, willful contempt or common fund involved for such an award. *Baker Botts L.L.P. v.*
 6 *ASARCO, LLC*, 576 U.S. 121, 126 (2015). Here there is no such basis and attorney’s fees are not available
 7 in a property Turnover proceeding. *SEC v. Faulkner*, 2019 WL 918222, at *3 (N.D. Tex. Feb. 25, 2019).
 8 The concealment of material facts from the Court has major implications because (1) when Ms. Dean
 9 Objected to the Magistrate’s Order on December 1, 2022 (Dkt. 379) that meant there was no final Order
 10 where the Receiver was a prevailing party; (2) the matter was moot due to Ms. Dean sending the funds prior
 11 to any Order from the Magistrate becoming final; and (3) a Motion to Compel or for Turnover Order cannot
 12 support an award of Attorney’s fees in the absence of a willful Contempt.¹ There can be no final Order for
 13 Contempt of Court or property Turnover because Ms. Dean has nothing in her possession and she cannot
 14 turn over that which she does not have. The Motion to Compel a Turnover Order cannot support an award
 15 of attorney’s fees without a finding of a willful Contempt, both of which are moot.

14 **B. Statement of the Case**

15 On December 1, 2022, the Receiver filed a Motion for \$36,032.25 in Attorney’s Fees based on the
 16 Magistrate’s November 17, 2022, Recommendation granting the Receiver’s Motion for Order to Show
 17 Cause re Contempt and Turn Over Order (Dkt. 378). The Receiver claimed the Court granted a Motion to
 18 Compel a Turn Over of \$210,060.00 funds held in her Trust Account which the Receiver claims are
 19 Receivership property. However, Ms. Dean held only \$201,060.00 in her Trust Account and the
 20 Magistrate’s Order was in error. The Receiver claimed the Magistrate’s Order was solely a grant of his
 21 Motion to Compel Turn Over of property, which contradicted the Magistrate’s Order granting the
 22 Receiver’s Motion for OSC re Contempt and Turn Over Order. (Dkt. 368, p. 19, lines 23-26).

23 The Receiver’s December 1, 2022, Application (Dkt. 378) never disclosed Ms. Dean sent the
 24 Receiver \$201,060, on November 18, 2022. There was no accounting entry in the Receiver Attorney’s
 25 billings regarding the receipt the funds. The Receiver’s concealment is part of a pattern where the

26 ¹ To award attorney’s fees there must be (1) a statute or contract permitting fees, (2) the presence of bad
 27 faith by the offending party as in a contempt of court, or (3) the generation of common funds. *Perry v.*
 28 *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 Turnover 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 Receiver has not informed the Court of material information concerning his Motions, such as the receipt of
 2 \$201,060 from Ms. Dean on November 19, 2022. There is no final judgment which can support an award of
 3 attorney's fees, and when an individual purges the so-called contempt there can be no judgment entered
 4 against them. *Rolex Watch USA Inc. v. Zeotec Diamonds Inc.*, 2021 WL 4786889, at *1 (C.D. Cal. Aug. 24,
 5 2021) (judgment for civil contempt necessary for the award of attorney's fees). The Receiver cannot obtain
 6 attorney's fees in a Turnover of property proceeding because there is no statute, contract, common fund, or
 7 bad faith basis for such an Order. *In re Owners of Harvey Oil Ctr.*, 788 F.2d 275, 279 (5th Cir. 1986)
 8 (proceeding for turn over order does not support award of attorney's fees). The effort to obtain Attorney's
 9 fees based on a non-final moot Turnover proceeding is improper.

9 **C. Basis for Opposition Objection, Request for De Novo Review, and Appeal**

10 This matter is moot. The December 29, 2022, Order never stated that nature of the Magistrate's
 11 jurisdiction. The Court should reverse and not reward the Receiver's inequitable conduct with a fee award.

12 The Receiver's conduct has been obstructive. The Receiver concealed his failure to file the
 13 mandatory 28 U.S.C. section 754, Notice in Arizona when the Receiver sought a Contempt of Court Order
 14 on August 1, 2022 (Dkt. 210), and when he obtained the Amended Order on July 28, 2022. (Dkt. 207).

15 The Receiver's billings reveal the Receiver's claim the July 28 2022, Amendment was a
 16 Reappointment was a subterfuge never mentioned in the billing until August 24, 2022, which was after Ms.
 17 Dean complained on August 1, 2022, of the failure to file the 754 Notice. (Exhibit "1") (Dean 8-15-22
 18 Motion to Quash Dkt. 257). The Receiver did not bill Ms. Dean for the July 28 2022, Amendment because
 19 that Amendment had nothing to do with Ms. Dean. The claim was a subterfuge to conceal the Receiver
 20 never informed the Court he failed to file Notice in Arizona within 10-days as mandated by 28 U.S.C.
 21 section 755. The so-called July 28, 2022, Amendment did not constitute a Reappointment, and the Receiver
 22 never filed the Amendment in Arizona. (See pp. 15-16 *infra*; 12-1-22 Dean Objection, pp. 20-23).

23 The fees Motion was filled with block billing which rendered the billings incomprehensible. The
 24 Magistrate did not mention the Receiver's block billing in the December 29, 2022, Ruling. The duplication
 25 of services where two (2) and three (3) attorneys charge for the identical services was inexcusable.

26 The Magistrate never mentioned Ms. Dean's Objection that the Receiver's billings for "giving
 27 attention" and "strategizing" to matters are baseless. (Exhibit "14"). The Receiver's request for \$17,416.57
 28 for a 25 page response to Ms. Dean's motions was unreasonable, and the \$6,197.50 to file a standard fees-
 on-fees Motion represented 20.77% of the actual fees logged in this case, far in excess of the standard 3%
 permitted by the Courts. *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).

II.

THIS PROCEEDING IS MOOT AND THERE IS NO CASE OR CONTROVERSY OR LEGAL BASIS FOR THE AWARD OF ATTORNEY'S FEES IN A TURN OVER PROCEEDING**A. There is no Statute, Contract, or other Basis for an Attorney's Fees Award****1. The Motion for Turnover Order does not support an award of Attorney's Fees**

There is no basis for an attorney's fee award in a Turnover Order proceeding. *In re U.S. Physicians*, 2002 WL 31866247, at *2-3 (E.D. Pa. Dec. 20, 2002) (no attorney fees may be awarded in a turnover proceeding). Before the Court can make any kind of ruling regarding this matter, the Court should first inquire into whether it has jurisdiction to make an attorney's fees award. *Duquesne Light Co. v. Barasch*, 488 U.S. 299, 306 (1989) ("Although the parties have not discussed it, we must first inquire into our jurisdiction to decide this case."). The Magistrate's December 29, 2022, Order regarding Attorney's Fees constitutes reversible error.² The Magistrate's Order is a violation of constitutional mandates of case or controversy and Ms. Dean's rights to due process.

In Baker Botts L.L.P. v. ASARCO, LLC, 576 U.S. 121, 126 (2015), the Court stated:

"Our basic point of reference when considering the award of attorney's fees is the bedrock principle known as the American Rule: Each litigant pays his own attorney's fees, win or lose, unless a statute or contract provides otherwise.' *Hardt v. Reliance Standard Life Ins. Co.*, 560 U.S. 242, 252–253, 130 S.Ct. 2149, 176 L.Ed.2d 998 (2010) (internal quotation marks omitted). The American Rule has roots in our common law reaching back to at least the 18th century, *see Arcambel v. Wiseman*, 3 Dall. 306, 1 L.Ed. 613 (1796), and '[s]tatutes which invade the common law are to be read with a presumption favoring the retention of long-established and familiar [legal] principles,' *Fogerty v. Fantasy, Inc.*, 510 U.S. 517, 534, 114 S.Ct. 1023, 127 L.Ed.2d 455 (1994) (internal quotation marks and ellipsis omitted). We consequently will not deviate from the American Rule "absent explicit statutory authority.'" *Buckhannon Board & Care Home, Inc. v. West Virginia Dept. of Health and Human Resources*, 532 U.S. 598, 602, 121 S.Ct. 1835, 149 L.Ed.2d 855 (2001) (quoting *Key Tronic Corp. v. United States*, 511 U.S. 809, 814, 114 S.Ct. 1960, 128 L.Ed.2d 797 (1994)).

"We have recognized departures from the American Rule only in 'specific and explicit provisions for the allowance of attorneys' fees under selected statutes.' *Alyeska Pipeline Service Co.*

² A Magistrate's 12-29-22 Order (Dkt. 417) is a dispositive order which is part of the Receiver's Motion for Turnover Order. Ms. Dean never consented to the Magistrate, nor did she ever receive any notice that the Magistrate had been assigned to hear the matter prior to the Magistrate first issuing an Order on November 17, 2022 (Dkt. 368). An Order, including the award of attorney's fees, on a motion such as a turn over or contempt order is treated as recommendations where the District Court engages in a *de novo* review of the Order. *Monsanto Int'l Sales Co. v. Hanjin Container Lines, Ltd.*, 770 F. Supp. 832, 835 (S.D.N.Y. 1991), *aff'd sub nom. Monsanto Int'l Sales v. Hanjin Container*, 962 F.2d 4 (2d Cir. 1992) citing 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.").

1 v. *Wilderness Society*, 421 U.S. 240, 260, 95 S.Ct. 1612, 44 L.Ed.2d 141 (1975). Although these
 2 '[s]tatutory changes to [the American Rule] take various forms,' *Hardt, supra*, at 253, 130 S.Ct.
 3 2149 they tend to authorize the award of 'a reasonable attorney's fee,' 'fees,' or 'litigation costs,' and
 4 usually refer to a 'prevailing party' in the context of an adversarial 'action,' see, e.g., 28 U.S.C. §
 2412(d)(1)(A); 42 U.S.C. §§ 1988(b), 2000e-5(k); see generally *Hardt, supra*, at 253, and nn. 3-7,
 130 S.Ct. 2149 (collecting examples)."

5 In Ms. Dean's case, there is no statute, contract, willful contempt, or common fund permitting
 6 attorney's fees. the Magistrate's Order does not identify any legal or factual basis for an attorney fees
 7 award. There can be no such basis because this is a proceeding for Turnover of property where they can be
 8 no award of attorney's fees. *In re Promedco of Las Cruces, Inc.*, 2003 WL 21962443, at *16 (N.D. Tex. Aug. 12,
 2003) (attorney's fees not permitted in Turnover Order proceeding).

9 **2. The case involves a Turnover motion, not a Motion to Compel Discovery**

10 The Magistrate and Receiver have played fast and loose with the phrase "Motion to Compel" to cite
 11 cases granting attorney's fees in discovery cases. The citation to these cases is improper. The Receiver's
 12 repeated claim that his Motion was a Motion to Compel was designed to be confusing because Discovery
 13 proceedings under Rule 37 of the Federal Rules of Civil Procedure utilize statutory authority to award
 14 attorney's fees which does not apply in a Turnover proceeding with a non-party such as Ms. Dean.

14 **a. The Consumer Defense case does not support the Magistrate**

15 The Receiver and the Magistrate cited *Fed. Trade Comm'n v. Consumer Defense. LLC*, 2019 WL
 16 861385 (D. Nev. Feb. 22, 20 19), claiming the Court may award attorney's fees "to replenish the
 17 receivership estate following the filing of unnecessary motion." (Receiver 12-15-22 Opposition, p. 20, line
 18 26, top. 21, line 2, Dkt. 391); (Magistrate 11-17-21 Order, p. 19, lines 19-21, Dkt. 368). However, Ms.
 19 Dean's 12-1-22 Objection stated *Consumer Defense* was a Discovery case for subpoenas and document
 20 production under Rule 37. (Dean 12-1-22 Objection, pp. 17 -18). The Magistrate never responded.

21 The Magistrate and Receiver have used the ambiguous term "Motion to Compel" as if this were a
 22 Discovery proceeding. However, this is not a Discovery matter, and the August 1, 2022, Motion to Compel
 23 or OSC re Contempt (Dkt. 210) sought a Turnover Order, not Discovery of documents. The effort to
 24 characterize this proceeding as a Motion to Compel and then cite Discovery cases under Rule 37 such as
 25 *Consumer Defense* is baseless.

26 In *Vitale & Assocs., LLC v. Lowden*, 2014 WL 1764715, at *5 (D. Nev. May 2, 2014), the Court
 27 stated:

28 "Vitale & Associates' third argument also fails as a matter of law. Vitale & Associates contends that
 there are only three exceptions to the American Rule. In support, Vitale & Associates cites a Ninth
 Circuit case, *Perry v. O'Donnell*, 759 F.2d 702, 704 (9th Cir.1985). As a matter of constitutional
 law, it is unnecessary for the court to even consider Vitale & Associates' cited authority because the

1 Federal Rules of Civil Procedure, which are an act of Congress, Trump Ninth Circuit decisions,
 2 unless the Ninth Circuit decision is interpreting the relevant act of Congress. Here, *Vitale &*
 3 *Associates'* cited authority, *Perry v. O'Donnell*, does not mention Rule 37(a)(5). Therefore, Rule
 37(a)(5)'s plain language—which authorizes the court to award attorney's fees—controls.”

4 In Ms. Dean’s case, there is no Motion to Compel Discovery. The Magistrate and Receiver’s loose
 5 use of the phrase Motion to Compel where Attorney’s fees under Rule 37 could be made is without merit.
 6 This proceeding involves the Receiver’s request for the Turnover of property, and there is no basis to permit
 7 the award of attorney’s fees in a Turnover of property proceeding because no statute, contract, willful
 8 contempt, or common funds exist in this matter. *In re Leverette*, 118 B.R. 407 (Bankr. D.S.C. 1990)
 (turnover of property proceeding has no statutory, contract, or other basis for the award of attorney’s fees).

9 **b. The Schwarzenegger case does not support the Magistrate**

10 The Magistrate cites *Prison Legal News v. Schwarzenegger*, 608 F.3d 446, 453 (9th Cir. 2010) for the
 11 proposition the Court “has a great deal of discretion in determining the reasonableness of the fee and, as a
 12 general rule, [an appellate court will] defer to its determination ... regarding the reasonableness of the hours
 13 claimed by the [movant].” (12-19-22 Order, p. 1, lines 17-20). However, the *Schwarzenegger* case was a
 14 civil rights action where 42 U.S.C. section 1988 provided for the award of attorney’s fees. *Id.* at 451 (“Title
 15 42 U.S.C. § 1988 provides that in an action, such as this one, brought under § 1983, ‘the court, in its
 16 discretion, may allow the prevailing party ... a reasonable attorney's fee as part of the costs.’”). Ms. Dean’s
 case does not involve section 1988, nor any basis where attorney’s fees may be awarded.

17 In *NorMexSteel, Inc. v. Flynn*, 2006 WL 8455562, at *2 (S.D. Cal. Nov. 22, 2006), the Court stated:
 18 “The ‘American Rule’ provides that each party bear the cost of its attorney's fees regardless of the
 19 outcome of the litigation. *Alyeska Pipeline Co. v. Wilderness Soc'y*, 421 U.S. 240, 247 (1975). As a
 20 general matter, prevailing litigants are only entitled to collect attorney's fees where there is explicit
 21 statutory authorization or a binding contractual provision providing for such awards. *Key Tronic*
 22 *Corp. v. United States*, 511 U.S. 809, 814-15 (1994). However, even absent such a statutory grant or
 23 contractual right, the Court retains the inherent power to shift fees in its discretion where a party
 24 acted in bad faith, vexatiously, wantonly, or for oppressive purposes. *Chambers v. NASCO*, 501
 U.S. 32, 45-46 (1991); accord *Fink v. Gomez*, 239 F.3d 989, 993-94 (9th Cir. 2001) (court's inherent
 power to sanction available upon finding that party acted in bad faith or engaged in ‘conduct
 tantamount to bad faith,’ including recklessness when combined with an additional factor such as
 frivolousness, harassment, or an improper purpose). It is this power that Defendant asks the Court to
 invoke in awarding him fees. The Court declines to do so.”

25 In Ms. Dean’s case, the Magistrate did not award sanctions, nor did the Receiver request sanctions.
 26 There has been no showing to justify sanctions. Rather, the attorney’s fees award was based on the
 27 unjustified claim a Turnover proceeding can support an award, which it cannot. *In re Gillespie*, 499 B.R.
 28 726, 734 (Bankr. N.D. Cal. 2013), *rev'd and remanded on other grounds*, 516 B.R. 586 (B.A.P. 9th Cir.
 2014)(attorney fees not available to prevailing party in action to compel turnover of collateral). There is no

1 statute or contract in this case which permits the Receiver to seek an award of attorney's fees.

2 **c. The Deukmejian case does not support the Magistrate**

3 The Magistrate cites *Gates v. Deukmejian*, 987 F.2d 1392, 1398 (9th Cir. 1992), for the proposition
4 the Court has discretion to award a reasonable attorney's fee and appellate courts will defer to its
5 determination. (12-19-22 Order, p. 1, lines 17-20). However, the *Deukmejian* case was a civil rights
6 proceeding where the attorney's fee was awarded under 42 U.S.C. section 1988. *Id.* at 1397 ("Section 1988
7 authorizes a court 'in its discretion' to 'allow the prevailing party, other than the United States, a reasonable
8 attorney's fee as part of the costs.' 42 U.S.C. § 1988."). In Ms. Dean's case, there is no authority under
9 section 1988 or any other basis to award attorney's fees. *In re Owners of Harvey Oil Ctr.*, 788 F.2d 275,
279 (5th Cir. 1986) (turnover proceeding does not provided basis to award a receiver attorney's fees).

10 In *SEC v. Faulkner*, 2019 WL 918222, at *3 (N.D. Tex. Feb. 25, 2019), the Court stated:

11 "The Receiver also requests that the court award him the attorney's fees he has incurred in
12 attempting to recover assets from Frost. He contends that he is entitled to such fees because Frost
13 has 'no valid reason' for failing to tum over the cash backing the cashier's checks. Receiver Br. 12.
14 But the Receiver has not established his entitlement to relief on the merits of his motion for turnover
15 of assets, and, moreover, has failed to specify a legal basis for his request for attorney's fees. The
16 court therefore denies his request for attorney's fees."

17 In *Sonoma Cnty. Chevrolet, Inc. v. Hardesty*, 2015 WL 848195, at *6 (Ariz. Ct. App. Feb. 26, 2015),
18 the Court stated;

19 "¶ 24 Hardesty seeks attorneys' fees pursuant to A.R.S. § 12-341 .01, which authorizes an
20 award of attorneys' fees to the successful party in a contested action arising out of contract. A.R.S. §
21 12-341.01(A) (Supp.2014). In this action, Hardesty defended against a petition for turnover order
22 after the domestication of a foreign judgment. The action does not arise out of contract, and A.R.S.
23 § 12-341.01 does not apply."

24 In *Shine v. Moreau*, 119 A.3d 1, 5 (R.I. 2015), the Mayor and city council brought action against a
25 Receiver appointed for the city under the state's Financial Stability Act challenging constitutionality of the
26 Act. The Superior Court upheld the Act's constitutionality and the Rhode Island Supreme Court affirmed.
27 On remand the Superior Court granted the Receiver's request for attorney's fees against Plaintiffs. On
28 appeal from that order, the Supreme Court reversed finding there was no statute, contract, or other basis for
the award, and that unless the Receiver could point to a statutory authorization for the recovery of attorney's
fees, the American Rules precluded a fees award. *Id.* at 8. The Court ruled it would "adhere to the
American Rule that ... each litigant pay its own attorney's fees." *Id.* Statues governing the Receiver's
appointment were silent regarding attorneys' fees, and statutory interpretation precedent left "no room for
implication by judicial construction." *Id.* at 10.

1 None of the authorities the Receiver or the Magistrate cited support an attorney's fees award in a
 2 Turnover proceeding. The Receiver acknowledges this case does not involve Contempt. (Receiver 12-15-
 3 22 Opposition, p. 10, lines 4-78 ("the Order does not make findings of contempt against Ms. Dean and the
 4 arguments in this regard should be summarily discarded. [¶] As this Court is certainly aware, Ms. Dean was
 5 not found to be in contempt nor did any contempt proceedings occur. The Receiver's Motion sought an
 6 order compelling Ms. Dean's compliance with court mandates"). There is no basis for attorney's fees.

7 **B. This Proceeding is Moot and Cannot Support the Award of Attorney's Fees**

8 **1. Ms. Dean has sent the receiver all funds in her possession**

9 On November 18, 2022, Ms. Dean forwarded all of the money in her Trust Account to the Receiver
 10 comprising \$201,060. There is no basis to compel Ms. Dean to Turnover property she does not have.
 11 *Friends of the Earth, Inc. v. Laidlaw Env'tl. Servs. Inc.*, 528 U.S. 167, 189 (2000) ("A case might become
 12 moot if subsequent events made it absolutely clear that the allegedly wrongful behavior could not
 13 reasonably be expected to recur.")(quoting *United States v. Concentrated Phosphate Export Assn.*, 393 U.S.
 14 199, 203 (1968)). This matter is moot, and when Ms. Dean Objected to the Magistrate's November 17,
 15 2022, Order (Dkt. 368), in her 12-1-22 Objection (Dkt. 380, 381) there is no proceeding before the Court
 16 where an Order could be entered because this matter is moot. *Bishop Paiute Tribe v. Inyo Cty.*, 863 F.3d
 17 1144, 1155 (9th Cir. 2017) ("A federal court lacks jurisdiction to hear a case that is moot.").

18 In *Foster v. Carson*, 347 F.3d 742, 745 (9th Cir. 2003), the Court stated:

19 "Mootness is a jurisdictional issue, and 'federal courts have no jurisdiction to hear a case that is
 20 moot, that is, where no actual or live controversy exists.' [*Cook Inlet Treaty Tribes v. Shalala*, 166
 21 F.3d 986, 989 (9th Cir.1999)] 'If there is no longer a possibility that an appellant can obtain relief
 22 for his claim, that claim is moot and must be dismissed for lack of jurisdiction.'" *Ruvalcaba v. City*
 23 *of L.A.*, 167 F.3d 514, 521 (9th Cir.1999)."

24 There can be no attorney's fees in a Turnover case. *In re Owners of Harvey Oil Ctr.*, 788 F.2d
 25 275,279 (5th Cir. 1986)(no attorney fees can be awarded in a property turnover case); *Clark v. F.D.I.C.*, 849
 26 F. Supp. 2d 736,755 (S.D. Tex. 2011)("FDIC [as Receiver] insists Plaintiffs cannot recover attorneys' fees
 27 [in a turnover case], and not just because their claim for wrongful foreclosure fails. Unless a statute or
 28 contract authorizes an award of such fees, the American Rule requires each party in federal litigation to pay
 its own fees."). There is no statute or contract which permits attorney's fees here. *Travelers Cas. & Sur.*
Co. of Am. v. Pac. Gas & Elec. Co., 549 U.S. 443, 448, (2007)(attorney's fees not available unless exception
 to American Rule of no fees exists, including a statute, contract, bad faith contempt, or common fund). This
 is a property Turnover case, and there is no statute, contract, bad faith contempt, or common fund which
 would permit attorney's fees. *In re Promedco of Las Cruces, Inc.*, 2003 WL 21962443, at *16 (N.D. Tex.
 Aug. 12, 2003) (no attorney's fees available in turnover proceeding absent statutory authorization). See

1 *Golden Pisces, Inc. v. Fred Wahl Marine Const., Inc.*, 495 F.3d 1078, 1081 (9th Cir. 2007) (no award of
2 attorney's fees where there was no statute, willful contempt, bad faith, or contract which permits fees).

3 There is no reasonable expectation that Ms. Dean could repeat any conduct toward the Receiver.
4 *United States v. W.T. Grant Company*, 345 U.S. 629, 633 (1953) (cessation of the complained of conduct
5 renders case moot where defendant can establish there is no there is no reasonable expectation that
6 complained of conduct will be repeated). It is certain that the alleged conduct of which the Receiver has
7 complained cannot recur. 13A Charles A. Wright et al., *Federal Practice and Procedure* § 3533.5 (3d ed.
8 2002) (certainty of caseation and that there is an inability to repeat complained of action renders case moot).

9 **2. The Magistrate and Receiver refused to address mootness**

10 When the Receiver filed his Motion for Fees on December 1, 2022, (Dkt. 378), and his Opposition to
11 Ms. Dean's Objection and De Novo Review Request on December 15, 2022 (Dkt. 391), the Receiver failed
12 to discuss whether this case was moot. In the Magistrate's December 29, 2022, Order, there is no one word
13 regarding the mootness of this case. (Magistrate 12-29-22 Order Dkt. 417). *Evanston Ins. Co. v. Venture*
14 *Point, LLC*, 2021 WL 2169937, at *1 (D. Nev. May 26, 2021), *reconsideration denied*, 2021 WL 5500486
15 (D. Nev. Nov. 23, 2021) ("Courts must 'first inquire whether there is an actual case or controversy within its
16 jurisdiction.' *Principal Life Ins. Co. v. Robinson*, 394 F.3d 665, 669 (9th Cir. 2005).")

17 In the Opposition the Receiver acknowledged in a footnote that Ms. Dean says she forwarded the
18 funds to the Receiver (Dkt. 391, p. 3, line 26 n. 2), yet the Receiver still failed to discuss whether or not
19 such action moots this case. *Arizonans for Official English v. Arizona*, 520 U.S. 43, 68 n.23 (1997)
20 (plaintiff's counsel has a duty to bring to the court's attention facts which may raise an issue of mootness);
21 *DHX, Inc. v. Allianz AGF MAT, Ltd.*, 425 F.3d 1169, 1175 (9th Cir. 2005) ("The failure to promptly disclose
22 such facts is sanctionable conduct."). The Receiver has not contested Ms. Dean's Objection that the case is
23 moot nor did the Magistrate ever discuss mootness. (Dkt. 381 Dean 12-1-22 Dec., p 1, lines 5-9; Dkt. 380
24 Dean 12-1-22 Objection, pp. 1-2). The Receiver has not identified any basis upon which the Court has
25 jurisdiction to continue these moot proceedings. *In re Koo*, 2013 WL 5460138, at *3 n. 4 (B.A.P. 9th Cir.
26 Oct. 1, 2013) (counsel has a duty to bring to court's attention, 'without delay,' facts raising mootness).

27 **3. The Court should take no further action**

28 There is nothing further the Court should do regarding this case. There is no basis to make an
attorney's fee award or impose sanctions against Ms. Dean. *Church of Scientology of California v. United*
States, 506 U.S. 9, 12 (1992) (a case is moot when the court cannot give any "effectual" relief to the party
seeking it). There is no basis for an award of attorney's fees in a property Turnover case. *SEC v. Faulkner*,
2019 WL 918222, at *3 (N.D. Tex. Feb. 25, 2019) ("But the Receiver has not established his entitlement to

1 relief on the merits of his motion for turnover of assets, and, moreover, has failed to specify a legal basis for
 2 his request for attorney's fees. The court therefore denies his request for attorney's fees."). There is nothing
 3 more to be done because there is no basis for an attorney's fees award. *In re Owners of Harvey Oil Ctr.*, 788
 4 F.2d 275, 279 (5th Cir. 1986) (no attorney's fees available in turn over proceeding); *In re Promedco of Las*
 5 *Cruces, Inc.*, 2003 WL 21962443, at *16 (N.D. Tex. Aug. 12, 2003) (same).

6 III.

7 **THE MAGISTRATE IGNORED THE RECEIVER'S CONCEALMENT OF HIS** 8 **JURISDICTIONAL FAILURE FILE NOTICE OF HIS APPOINTMENT IN** 9 **ARIZONA WITHIN 10-DAYS OF HIS JUNE 3, 2022, APPOINTMENT**

10 A. **The Magistrate Ignored the Receiver's Violation of Section 754**

11 1. **The July 28, 2022, Receiver Order Amendment was not a Reappointment**

12 Before the Magistrate could make an attorney's fees award, the Magistrate was obligated to inquire
 13 into the Court's jurisdiction to make such an award. *Galt G/S v. Hapag-Lloyd A.G.*, 60 F.3d 1370, 1373 (9th
 14 Cir. 1995) ("We first inquire whether the district court correctly exercised subject matter jurisdiction over
 15 Safeway."). In this case, not only was there a lack of jurisdiction because a Turnover Order cannot support
 16 an award of attorney's fees, but also the Receiver failed to file the June 3, 2022, Order Appointing Receiver
 17 in Arizona where the assets in question were located within 10-days of June 3, 2022, as mandated by 28
 18 U.S.C. section 754. The failure to file in Arizona where the assets were located both the original June 3,
 19 2022, Order (Dkt. 88), or what the receiver claimed was an Amended Order dated July 28, 2022 (Dkt 207)
 20 within 10-days of the date of the Orders violated 28 U.S.C. section 754, and deprived the Court of
 21 jurisdiction to enter any order regarding attorney's fees. *S.E.C. v. Vision Commc'ns, Inc.*, 74 F.3d 287, 290
 22 (D.C. Cir. 1996) (failure to file Notice of Receiver's appointment in foreign district deprives court of
 23 jurisdiction over the assets).

24 The Receiver's failure to file Notice of the June 3, 2022, Appointment in Arizona within 10-days
 25 deprived this Court of jurisdiction over Ms. Dean and the assets in her Trust Account and renders the SEC
 26 and Receiver's requests for a Turnover Order without jurisdiction. *American Freedom Train Found. v.*
 27 *Spurney*, 747 F.2d 1069, 1073-74 (1st Cir.1984). The 7-28-22 Amendment to Receivership Order (Dkt.
 28 207) cannot be a Reappointment because of the prejudice to Ms. Dean from the Receiver's failure to file in
 Arizona and violation of Ms. Dean's rights to notice, opportunity to be heard, and due process. *KeyBank*
Nat'l Ass'n v. Fleetway Leasing Co., 2019 WL 5102206, at *5 (E.D. Pa. Oct. 11, 2019) (party subject to
 receivership has right to object to Receiver's reappointment). The Receiver's failure file in Arizona within
 10-days of June 3, 2022, prejudiced Ms. Dean, and the Magistrate's holding that an Amendment is a

1 Reappointment violates Ms. Dean's rights to show her prejudice. *Sec. & Exch. Comm'n v. Equity Serv.*
 2 *Corp.*, 632 F.2d 1092, 1095 (3d Cir.1980) (“a receiver who has failed to file within the ten-day period [may]
 3 reassume jurisdiction by a later filing, as long as the rights of others have not been prejudiced during the
 4 intervening period”).³

5 Ms. Dean incurred \$201,060 fees in reliance upon the Receiver’s failure to file in Arizona. Ms. Dean
 6 was prejudiced because her Contract Attorneys, who had an attorney’s lien on the funds, now hold Ms.
 7 Dean responsible for their over \$80,000 in legal fees. They have claimed fees against her because of the
 8 Receiver’s failure to file in Arizona. Ms. Dean was prejudiced because her other five (5) Client’s and
 9 Contract Attorneys demanded she not turn over any property to the Receiver in reliance upon the Receiver’s
 10 failure to file in Arizona. Ms. Dean set forth her prejudice in her 8-15-22 Motion to Quash (Dkt 257, pp.
 11 12-14); Dean 9-8-22 Reply Support of Motion to Quash (Dkt. Pp. 7-8); Dean 12-1-22 Appeal and Request
 12 De Novo Review, (Dkt.280, pp. 23-24); Dean 12-15-22 Declaration Opposition Receiver Memoranda of
 13 Fees (Dkt. 395, pp. 3-4). Neither the Receiver nor the Magistrate addressed the prejudice or explained why
 14 there could be a Reappointment without Ms. Dean having the opportunity to show the prejudice against her.

15 **2. The Receiver concealed his section 754 violation from the Court**

16 **a. Failure to disclose the section 754 violation was not forgivable**

17 The Magistrate's Order stated the Receiver complied with 28 U.S.C. section 754 because the
 18 Receiver obtained an Amendment to the Receivership Order on July 28, 2022, and the Amendment
 19 constituted a Reappointment (11-17-22 Order, p. 15, lines 17-28). However, an Amendment was not a
 20 Reappointment, and Ms. Dean seeks *de novo review* of the clearly erroneous ruling. The so-called
 21 Amendment was based on a Motion to Amend filed on June 29, 2022 (Dkt. 120) where the Receiver wished
 22 to add eight (8) new defendants to the case, which had nothing to do with Ms. Dean. These defendants were

23 ³ In *S.E.C. v. Heartland Grp., Inc.*, 2003 WL 21000363, at *5 (N.D. Ill. May 2, 2003), the Court stated:
 24 “While true that some courts have stretched the requirements of § 754 and found jurisdiction even
 25 when the receiver has not complied with § 754, most such cases present either exceptional
 26 circumstances, *e.g.*, *Equity Serv. Corp.*, 632 F.2d at 1093 (court forgave compliance with § 754
 27 where receiver died); *Kilshheimer v. Rose & Moskowitz*, 257 F.2d 242, 244 (2d Cir.1958) (court
 28 forgave compliance because of impossibility), or situations where the court had in personam
 jurisdiction. *See, e.g.*, *Arizona Fuels Corp.*, 739 F.2d at 460; *American Freedom Train*, 747 F.2d at
 1073–74. A restrictive reading of § 754 would have particular appeal in this case where notice of the
 SEC complaint and appointment of the receiver is not seriously disputed. Nonetheless, no
 exceptional circumstances are present, and, as discussed below, the court does not believe it has in
 personam jurisdiction over BNY. The statute is clear and the court has an obligation to apply it as
 such. Accordingly, because of the failure to file a notice under § 754, the court's in rem jurisdiction
 over the assets has been divested.”

1 Larry Jeffery, Jason Jenne, Seth Johnson, Christopher Madsen, Richard Madsen, Mark Murphy, Cameron
2 Rohner, and Warren Rosegreen, and nothing about them involved Ms. Dean.

3 In the Receiver's June 29, 2022, Motion to Amend the Receivership Order (Dkt. 120), the Receiver
4 did not disclose his failure to have filed Notice of the Receivership in Arizona within 10-days of his
5 appointment on June 3, 2022. He concealed that the Motion to Amend had anything to do with Ms. Dean
6 who was never mentioned in the Motion. The Receiver failed to disclose that Ms. Dean claimed prejudice
7 because of the failure to file in Arizona and that Ms. Dean would oppose any Reappointment were she to
8 have received notice of the proceeding, which she did not. *Eyak Native Vill. v. Exxon Corp.*, 25 F.3d 773,
9 777 (9th Cir. 1994) ("Moreover, a court has 'inherent power ... to investigate whether a judgment was
obtained by fraud,' and may bring before it 'all those who may be affected...").

10 The Amendment was not a Reappointment. If it somehow could be construed as a Reappointment, it
11 was procured through falsity and lack of Notice to Ms. Dean. *United States v. Arizona Fuels Corp.*, 739
12 F.2d 455, 460 (9th Cir. 1984) (Receiver may seek reappointment under section 754 so long as no party has
13 been prejudiced). In undertaking a *de novo review* or any other type of review of the Magistrate's Order, the
14 Court should recognize the Receiver's failure in his June 29, 2022, Motion to Amend Order (Dkt. 120) to
15 disclose his failure to file in Arizona under section 754, or the prejudice to Ms. Dean of which the Receiver
16 was aware. *Hazel-Atlas Glass Co. v. Hartford-Empire Co.*, 322 U.S. 238, 244(1944) (party may seek relief
17 from fraudulently procured judgment or order at any time). Any Reappointment was a subterfuge because
18 Ms. Dean had no notice, opportunity to be heard, or due process concerning the Receiver's July 28, 2022,
19 Amendment which the Receiver claims was a Reappointment. *Universal Oil Prod. Co. v. Root Ref. Co.*,
328 U.S. 575, 580 (1946) (Court has the inherent power to investigate and call before the Court anyone
responsible for procuring an Order through fraud).

20 In this case, Ms. Dean suffered prejudice. *KeyBank Nat'l Ass'n v. Fleetway Leasing Co.*, 2019 WL
21 5102206, at *5 (E.D. Pa. Oct. 11, 2019) (party to receivership proceeding has right to object to the
22 reappointment of the receiver). She incurred \$201,060 in fees in reliance upon the Receiver's failure to file
23 in Arizona. In Ms. Dean's December 15, 2022, Declaration (Dkt. 395) she identifies the Receiver's failure
24 to tell her about the so-called July 28, 2022, Amendment until August 29, 2022, when she had long prior
25 incurred fees in reliance on the absence of filing in Arizona. (See Dean 12-1-22 Objection Dkt. 380 p. 24
26 for statement of extensive prejudice). *Terry v. Virginia June*, 2003 WL 21738299, at *3 (W.D. Va. July 21,
2003)(the Receiver's failure to comply with procedural requirements of section 754 can rarely be excused).

27 **b. Amendments lacking full disclosure are not Reappointments**

28 The Receiver has entered into two (2) Stipulations and Orders dated August 4, 2022 (Dkt. 229), and

1 August 11, 2022 (Dkt. 253), which Amended the Receivership Order and materially altered that Order.
 2 These Amendments, like the July 28, 2022, Amendment, contained no disclosure of the Receiver's violation
 3 of section 754 and failure to file in Arizona. If an Amendment is a Reappointment, which it is not, then the
 4 two (2) Amendments are a perversion of section 754's intent to require an actual Reappointment.

5 In the August 4, 2022, Stipulation and Order regarding Christopher Madsen (Dkt. 229), the Court
 6 Ordered that nothing in the Preliminary Injunction (Dkt. 206) or Order Amending Receivership Order (Dkt.
 7 207) "shall apply to any property, account, receivable, contract, or other asset owned by or in the name of
 8 All American Builders, Inc." (Dkt 229 p. 2, lines 7-8). The Order was a material Amendment to the
 Receivership Order because it excluded property which was covered by the Receivership Order.

9 In the August 11, 2022, Stipulation and Order regarding Mark Murphy (Dkt. 253), the Court
 10 Ordered that the Order Amending Preliminary Injunction and Asset Freeze Order (Dkt. 206) and Order
 11 Amending Receivership Order (Dkt. 207) "did not, apply to Defendant, Mark A. Murphy, as the hearing and
 12 motions as to Mr. Murphy have been continued." The Court's Order was a material Amendment to the
 Receivership Order which excluded Mr. Murphy from application of the Receivership Order.

13 If, as Magistrate claims, an Amendment to the Receivership Order constitutes a Reappointment, then
 14 any Amendment such as those identified above constitutes a Reappointment which starts the section 754
 15 clock running anew. However, it is incomprehensible that Congress would permit its requirement of a 10-
 16 day filing in the District where assets are located as a mandatory basis for acquiring jurisdiction to be
 17 defeated by irrelevant Amendments to Receivership Orders. No Court should permit Amendments to be
 18 construed as a Reappointment which re-start the 10-day clock in section 754. Such a rule would permit the
 Receiver to engage in concealment and subterfuge which has apparently happened here.

19 **3. The Magistrate's authorities do not support the SEC or Receiver's position**

20 The Magistrate cited *Ashmore v. Barber*, 2016 WL 4555340 (D.S.C. Sept. 1, 2016), for the
 21 proposition an Amendment to a Receivership Order constitutes a Reappointment. (Magistrate 11-17-22
 22 Order, pp. 15-16). However, Ms. Dean's Objection to the Magistrate's Order pointed out the so-called
 23 Amendment in *Ashmore* was actually a Reappointment, and Ms. Dean attached to her Opposition the
 24 Reappointment Order in *Ashmore* which sets forth all of the qualifications of the Receiver, the property over
 25 which the Receivership applied, and the cause for the Receiver's reappointment. (Dkt. 380, pp. 20-23). The
 26 Receiver and Magistrate failed to respond, and the fact is that the Order referred to in *Ashmore* was a
 27 Reappointment, not an Amendment. The Court's mislabeling of the Order in *Ashmore* does not provide any
 precedent that an Amendment is a Reappointment.

28 A Reappointment Order must establish good cause for the Reappointment, and there must be a

1 showing of the Receiver's continued qualification, absence of conflicts of interest, and necessity of a
2 continued Receivership. None of these standards were met in the July 28, 2022, Amendment in this case.
3 *Terry v. Virginia June*, 2003 WL 21738299, at *3 (W.D. Va. Jul. 21, 2003) (Receiver's failure to comply
4 with the procedural requirements of § 754 can rarely be excused).

5 In *Cent. Tr. Co. v. Wabash, St. L. & P. Ry. Co.*, 23 F. 863, 867 (E.D. Mo. 1885), parties to a
6 receivership proceeding filed a motion for reappointment of the previously appointed receiver seeking an
7 order "extending the receivership to the trust company" who was not already a party. The District Court
8 refused the reappointment finding it did not meet the standards by which a receiver could be appointed in
9 the first instance. *Id.* at 867. Such a Reappointment did not further the interests of the receivership. *Id.*
10 The Court found that it needed to scrutinize the showing made for the Reappointment and the terms of the
11 Reappointment to assure the purpose complied with receivership standards. The Court stated:

12 "Furthermore, as receivers appointed at the instance of the mortgagor in the first instance, they took
13 possession of the entire properties while this order, as tendered, contemplates a seizure of part only
14 of these properties, not all. Having taken possession of the road under the idea in the first instance
15 that the integrity of the system had a value and should be preserved, it seems to us the receivership
16 should continue right along in that line. There will be no reappointment of the receivers." *Id.*

17 In Ms. Dean's case, there was no Motion to Reappoint the Receiver, and the June 29, 2022, Motion
18 to Amend the Receivership Order (Dkt. 120) contained no showing of good cause, the terms of
19 Reappointment, or the purpose of Reappointment. Rather, the Receiver concealed his gross negligence in
20 failing to comply with section 754 and materially mislead the Court that the purpose of calling the Motion a
21 Motion to Amend instead of a Reappointment, which was a subterfuge designed to prevent scrutiny of the
22 Receiver's gross negligence in violating section 754. The June 29, 2022, Motion to Amend was not a
23 Motion for Reappointment, and if it was, the Order was procured by material concealment.

24 **4. Concealment of the section 754 violation precluded Reappointment**

25 The so-called Reappointment occasioned by 7-28-22 Amendment to the Receivership Order (Dkt.
26 207) met none of the good cause and material requirements for a Reappointment. Perfunctory Amendment
27 cannot constitute a Reappointment. The July 28, 2022 Order was not a Reappointment.

28 In *Commodity Futures Trading Comm'n v. Rust Rare Coin Inc.*, 2019 WL 5260165 (D. Utah Oct. 17,
2019), the Receiver filed a motion with the District Court in Utah which had appointed the Receiver seeking
a reappointment and setting forth that the Receiver had failed to have filed Notice of the Receivership in the
District of Montana where property of the Receivership was located. The Court found that there was a
sufficient showing of good cause for the reappointment and stated "The Court has reviewed the Motion and
the applicable law, and for good cause appearing," the Motion was granted with instructions to file the
notice of Reappointment in all districts where Receivership property might exist. *Id.* at *10

1 In Ms. Dean's case, there was no disclosure or showing of good cause made for any Reappointment.
 2 There could be no such showing in the face of the Receiver's concealment of his section 754 violation and
 3 hidden purpose of using an Amendment as a Reappointment. Instead, the Receiver engaged in material
 4 concealment which misled the Court. This Court should not reward the Receiver's misconduct.

5 **5. The Receiver failed to file the Amendment in Arizona**

6 The Receiver failed to file the July 28, 2022, Amendment to the Receivership Order (Dkt. 207) in
 7 Arizona. In Ms. Dean's December 15, 2022, Declaration (Dkt. 395) she points out the prejudice to her from
 8 never being served with the Amendment because when the Receiver never filed the Armament in Arizona.
 9 On August 5, 2022, the Receiver untimely filed the original June 3, 2022, Order in Arizona long after the
 10 10-days mandated in section 754 expired. However, when the Clerk gave her notice on August 8, 2022, the
 11 July 28, 20922, Amendment was totally absent. Ms. Dean did not receive Notice of the Amendment until
 12 August 29, 2022, when the Receiver disclosed it in Opposition papers submitted to this Court. (See Dkts.
 13 275, 276). Meanwhile, Ms. Dean relied upon there being no of any Reappointment Order in Arizona.

14 A receiver must file the Reappointment Order in the foreign jurisdiction within 10-days of receiving
 15 the Reappointment to satisfy the requirement of section 754. *Terry v. June*, 2003 WL 22125300, at *3
 16 (W.D. Va. Sept. 12, 2003) (when the receiver is reappointed, the Receiver must file "copies of the complaint
 17 and order of reappointment in the United States District Court for the Eastern District of Michigan" where
 18 the property in question is located) (emphasis added); *Wiand v. Buhl*, 2011 WL 6048829, at *5 (M.D. Fla.
 19 Nov. 3, 2011), report and recommendation adopted, 2011 WL 6048741 (M.D. Fla. Dec. 6, 2011) (receiver
 20 must file the Reappointment Order in the District where property is located to comply with section 754
 21 where original order was not filed within 10-days). A receiver may comply with the section 754
 22 requirements by obtaining an Order of Reappointment and then filing that Order within ten (10) days of the
 23 Reappointment Order. *S.E.C. v. Vision Comm., Inc.*, 74 F.3d 287, 290-91 (D.C. Cir. 1996) (Receiver must
 24 file Order of Reappointment in foreign jurisdiction within 10-days of Reappointment); *SEC v. Heartland*
 25 *Group, Inc.*, 2003 WL 21000363, at *5 (N.D. Ill. May 2, 2003) (Receiver must file Reappointment order in
 26 district where assets are located within 10-days of reappointment); *Terry v. Walker*, 369 F. Supp. 2d 818,
 27 820 (W.D. Va. 2005) (Reappointment Order must be filed in the foreign district within 10-days).

28 The Receiver never filed the July 28, 2022, Amendment in Arizona. To this date there has been no
 filing. The mandates in section 754 are unambiguous, and the obligations to obtain a Reappointment
 starting the 10-day clock running anew are clear. *S.E.C. v. Vision Comm., Inc.*, 74 F.3d 287 (D.C. Cir.
 1996) (where the receiver did not file copies of Order of Appointment in judicial district within ten days of
 appointment "the court may reappoint the receiver and start the ten-day clock of § 754 ticking once again").

1 In this case, the Receiver failed to file in Arizona the July 28, 2022, Amendment within 10-days. The
2 Magistrate's December 29, 2022, Order awarding fees was without jurisdiction.

3 **6. The Receiver's billing shows the Amendment was not a Reappointment**

4 The Attorney's billings demonstrate the Receiver's claim the July 28, 2022, Amended Order was a
5 Reappointment is baseless. (See Dean 12-01-22 Objection to Magistrate Order, Dkt. 396, pp. 20-23). The
6 billing demonstrates the Receiver hide the purpose of the ministerial Amendment as actually being a
7 Reappointment. There was no billing for the Amendment attributed to Ms. Dean. There is no mention of
8 section 754 until August 24, 2022 (Exhibit "1"), which was after Ms. Dean raised the Receiver's failure to
9 file in Arizona under section 754 in her 08-15-22 Motion to Quash (Dkt. 257). There was no entry in the
10 Attorney's billing for the June 29, 2022, or the July 28, 2022, Amendment because those acts had nothing to
11 do with Ms. Dean and was not a Reappointment. The absence of any billing demonstrates the Receiver's
12 claim the Amendment was a Reappointment is a fiction.

13 **IV.**

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

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

17 The Receiver's Application for Attorney's Fees attaches two (2) Declarations from Attorney Joshua
18 del Castillo (Dkt. 378-3), and Kara Hendricks (Dkt, 378-2), both of which contain billing records showing
19 extensive block billing. The use of block billing makes it impossible to determine what services were
20 actually provided, how much time was devoted to those services, and whether the services were necessary
21 or reasonable. *Banas v. Volcano Corp.*, 47 F. Supp. 3d 957, 967 (N.D. Cal. 2014) ("The time entries
22 submitted by Volcano are replete with examples where, because of block-billing, it is impossible to
23 determine whether the time requested for any one task was reasonable."). When block billing is pervasive,
24 as in this case, the Court should reduce the amount of any award of Attorney's fees. *Lahiri v. Universal*
25 *Music & Video Distrib. Corp.*, 606 F.3d 1216, 1222-23 (9th Cir. 2010) (affirming district court's reduction
26 of 80% of attorneys' and paralegals' hours by 30% to account for block-billing).

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

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

Attorney Zaro's billing displays block billing which permeates his entire bill and precludes the Court
from knowing what time was spent on what tasks. *See, e.g., Apple, Inc. v. Samsung Electronics Co.*, 2012
WL 5451411, at *5 (N.D. Cal. Nov. 7, 2012) ("in light of the evidence that block-billing inflates hours by
between 10% and 30%, the court trims 20% from the block-billed hours in Samsung's request"). In this case,

1 Attorney Zaro's block billing makes it impossible to determine what tasks were spent on other matters aside
 2 from Ms. Dean's matters because everything Attorney Zaro did was lumped together into a single non-
 3 descriptive and vague block billing. (Exhibit "2"). The Court should reduce fees because of block billing.

4 The description of several emails is useless. There is no identification of to whom the emails were
 5 sent, why they were necessary, or why the Court should award fees for the duplicative emails. Block billing
 6 makes it "impossible to evaluate [the] reasonableness" of the requested hours in a fee application. *Welch v.*
 7 *Metro. Life Ins. Co.*, 480 F.3d 942, 948 (9th Cir. 2007) (quoting *Role Models Am., Inc. v. Brownlee*, 353
 8 F.3d 962, 971 (D.C. Cir. 2004)). The Court should reduce the entire bill to reflect an unjustified and
 9 RAMPANT practice of block billing. *Hawaii Annuity Tr. Fund for Operating Engineers v. Kauai Veterans*
 10 *Express Co., Ltd.*, 2019 WL 3916492, at *6 (D. Haw. July 31, 2019), *report and recommendation adopted*,
 11 2019 WL 3892404 (D. Haw. Aug. 19, 2019) ("The Ninth Circuit Court of Appeals has recognized a district
 12 court's authority to reduce hours that are billed in block format.").

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

13 It is not possible to determine what real work Attorney Zaro did because the lumping of all work into
 14 a block bill is impermissible. "Several emails" as shown in Exhibit "3" is an impossible description
 15 preventing the Court from knowing what Attorney Zaro did. "Evaluating" unknown emails, along with
 16 "analysis" of a draft motion are not differentiated from any other work. (Exhibit "3").

17 The billing for "several email communications" informs the Court of nothing. *Orshan v.*
 18 *Macchiarola*, 629 F. Supp. 1014, 1019 (E.D.N.Y.1986) (court disallowed a claim for fees for time
 19 supported only by such vagaries as "prepare correspondence" and "review correspondence."). Emails to
 20 counsel and follow-up tell the Court nothing about the services. *Lamberson v. Bank of Am. Corp.*, 2012 WL
 21 4129807, at *2 (D. Minn. Sept. 19, 2012) ("Additionally, some of Lamberson's attorneys' billing records,
 22 particularly on the partial summary judgment motion, are vague or generalized and provide this Court with
 23 insufficient information to determine their appropriateness."). The block billing is improper.

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

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

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

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

12 The block billed review of recovery of fees and then review of “several emails as to Dean” as shown
 13 in Exhibit “4” are improper. *Welch v. Metro. Life Ins. Co.*, 480 F.3d 942, 948 (9th Cir. 2007) (*quoting Role*
 14 *Models Am., Inc. v. Brownlee*, 353 F.3d 962, 971 (D.C. Cir. 2004)) (block billing is the practice of lumping
 15 together multiple tasks under one time entry, rather than itemizing each task. Block billing makes it
 16 “impossible to evaluate [the] reasonableness” of the requested hours in a fee application.). There is no
 17 justification for Attorneys del Castillo and Zaro’s vague entries in the billing. The Court should reduce all
 18 of the Receiver’s billing because of inappropriate block billing. (Exhibit “5”).

19 The response to various motions and correspondence of the team is improper block billing. *Apple,*
 20 *Inc. v. Samsung Elecs. Co.*, 2012 WL 5451411, at *3 (N.D. Cal. Nov. 7, 2012) (“The court also has the
 21 “authority to reduce hours that are billed in block format.”). So is analyzing and advising the Receiver,
 22 along with California legal issues, and follow-up or vague generalization with no identification of the actual
 23 services provided. *Mendez v. Cnty. Of San Bernardino*, 540 F.3d 1109, 11-28-1129 (9th Cir. 2008); *Hawaii*
 24 *Annuity Tr. Fund for Operating Engineers v. Kauai Veterans Express Co., Ltd.*, 2019 WL 3916492, at *6
 25 (D. Haw. July 31, 2019), *report and recommendation adopted*, 2019 WL 3892404 (D. Haw. Aug. 19, 2019),
 26 (“These block billed entries make it impossible for the Court to ascertain the reasonableness of the hours
 27 expended with respect to the specified tasks. This is an appropriate case for a reduction in Fees.

28 **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
 rendered or their purpose. (Exhibit “6”). *Apple, Inc. v. Samsung Elecs. Co.*, 2012 WL 5451411, at *5 (N.D.

1 Cal. Nov. 7, 2012) (“But the court cannot make that determination from the request as presented because of
 2 the inherent ambiguity in block billing, which is why block-billing is a disfavored format for fee requests.”)
 3 (*citing Frevach Land Co. v. Multnomah Cnty.*, 2001 WL 34039133, at *9 (D. Or. Dec.18, 2001).

4 However, not only is this entry an impermissible block billing which fails to break down the time
 5 spent on any particular matter, but also it hides the unrelated services having nothing to do with Ms. Dean.
 6 The correspondence with Oberheiden, Peters, and Sellers are irrelevant to Ms. Dean. Why Ms. Dean should
 7 have to pay for unrelated irrelevant matters is never explained. *Love v. Mail on Sunday*, 2007 WL 2709975,
 8 at *11 (C.D. Cal. Sept. 7, 2007), *aff’d sub nom. Love v. Associated Newspapers, Ltd.*, 611 F.3d 601 (9th Cir.
 2010) (Court should apportion fees when services billed unrelated to instant case).

9 Attached as Exhibit “7” are billing entries from the Declaration of Kara Hendricks (Dkt. 38-2)
 10 containing block billing of reviewing unidentified correspondence mixed with follow-up with team. The
 11 block billings of strategizing regarding Ms. Dean fails to identify what was done, with whom it was done, or
 12 what was accomplished. Follow-up and evaluation are vague impermissible block billings.

13 Attorney Jason Hicks, who works with Attorney Hendricks, engaged in baseless “strategizing” and
 14 “review” which produced no concrete work for the “strategizing” and “reviewing.” (Exhibit “14”). *Orshan*
 15 *v. Macchiarola*, 629 F.Supp. 1014, 1019 (E.D.N.Y.1986) (court disallowed a claim for fees for time
 16 supported only by such vagaries as “prepare correspondence” and “review correspondence.”). Attorney
 17 Spaulding, who works with Attorney Kendrick, engaged in useless “evaluation” which produced no results.
 18 This impermissible non-rescript form of block billing for what amounts to a total waste of Attorney time is
 19 blatant. *Jane L. v. Bangerter*, 61 F.3d 1505, 1509 (10th Cir. 1995) (finding no abuse of discretion where the
 20 district court reduced the number of hours requested by plaintiffs' attorneys by 35% “because of imprecise,
 inflated, and generalized recording methods”). Attorney Hendricks has engaged in an effort to charge Ms.
 Dean for services having nothing to do with Ms. Dean.

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

22 The billing entries clump all the services together making it impossible to know what the attorneys
 23 did, with whom, or for how long. (Exhibit “8”). *Welch v. Metro. Life Ins. Co.*, 480 F.3d 942, 948 (9th Cir.
 24 2007) (*quoting Role Models Am., Inc. v. Brownlee*, 353 F.3d 962, 971 (D.C. Cir. 2004)) (block billing is the
 25 practice of lumping together multiple tasks under one time entry, rather than itemizing each task. Block
 26 billing makes it “impossible to evaluate [the] reasonableness” of the requested hours in a fee application).
 27 The further correspondence is never identified, how many, and for what are not identified. (Exhibit “9”).
 The time expended for the correspondence or a motion, and what was done, are hidden in the block billing.

28 The block billing conceals the fact that Attorney Zaro was preparing his own declaration at the same

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

10 **B. The Receiver’s Request for Fees is Unreasonable and Padded**

11 **1. The Attorney’s Billings Demonstrate Unreasonable Duplication**

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

13 The Receiver has charged Ms. Dean for the duplicate work of three (3) separate attorneys doing the
 14 identical work on the same day (Exhibit “10). There is no justification for the duplication. It does not take
 15 three (3) people to read the same emails on the same date, and then to analyze the emails, update the
 16 Receiver, review the same motion, and report to one another what they did. Courts reduce fee awards when
 17 duplicative efforts are found. *See, e.g., Hensley v. Eckerhart*, 461 U.S. 424 (1983) (“Counsel for the
 18 prevailing party should make a good faith effort to exclude from a fee request hours that are excessive,
 19 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”).

20 In this case, the work performed was not only duplicative, but also excessive. There was no
 21 justification to spend .40 hours for \$1,308 reviewing “several emails.” *Avila v. Los Angeles Police Dep’t*,
 22 2012 WL 12894470, at *5 (C.D. Cal. Aug. 2, 2012), *aff’d*, 758 F.3d 1096 (9th Cir. 2014) (“The Court agrees
 23 that billing 15 minutes for reviewing a single email is excessive and grants Defendants’ request as to those
 24 records. The Court deducts .5 hours of the time billed by Ms. Schmidt and .5 hours of the time billed by Mr.
 25 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 permeate the Motion for Fees.

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

27 On July 29, 2022, Ms. Hendricks and Mr. Zaro reviewed identical emails and then drafted the same
 28 Declaration charging Ms. Dean twice for identical services (Exhibit “11”). There can be no justification for

1 the duplications which permeates the Receiver's billings. On August 1, 2022, once again, Mr. Zaro and
 2 Ms. Hendricks duplicated the exact same tasks drafting the same documents and declarations (Exhibit "12").
 3 *Apple, Inc. v. Samsung Elecs. Co.*, 2012 WL 5451411, at *3 (N.D. Cal. Nov. 7, 2012) ("Hours that are
 4 "excessive, redundant, or otherwise unnecessary" must be excluded.").

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

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

15 The Receiver's billings disclose that the Attorneys sought to bill Ms. Dean for excessive
 16 communications to one another for the identical task. (Exhibit "15"). *Mogck v. Unum Life Ins. Co. of Am.*,
 17 289 F. Supp. 2d 1181, 1194 (S.D. Cal. 2003) ("the Court believes that Monson and Horner inappropriately
 18 billed for communicating with one another and delegating tasks to office personnel.")

19 These billings are duplication of the same work. *Ikn D.M. v. Cnty. of Merced*, 2022 WL 4792420, at
 20 *12 (E.D. Cal. Oct. 3, 2022) ("it appears to the Court that the nearly identical same-day entries relate to a
 21 review of the same communications from opposing counsel by two different attorneys, thus overlapping or
 22 duplicating the work performed. In another example, two different attorneys both billed time on the exact
 23 same day for attending a phone call with opposing counsel."). This type of billing is inappropriate.

24 **d. Charging for both sides of attorneys' reviews is prohibited**

25 Attorneys Hendricks and Spaulding double billed for their conferring with one another as shown by
 26 the billing entries in Exhibit "16" from both the Hendricks billings (Dkt. 378-2) and the Castillo billings
 27 (378-3) for August 16, 2022, and then again on August 26, 2022, and again on many other occasions.

28 An attorney's billings should eliminate duplication of fees resulting from attendance by multiple
 attorneys at meetings, preparation sessions, as well as interoffice "update" meetings and calls. *See Hensley*,
Hensley v. Eckerhart, 461 U.S. 424, 434, 103 S. Ct. 1933, 1940, 76 L. Ed. 2d 40 (1983). The Receiver's
 billings are unreasonably duplicative and constitute churning of the bills for identical work by multiple
 attorneys. *Ikn D.M. v. Cnty. of Merced*, 2022 WL 4792420, at *12 (E.D. Cal. Oct. 3, 2022) (overlapping

1 billing lacking information detailing nature of correspondence should not be compensated).

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

3 **a. The Attorney's fees were excessive and duplicative**

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

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

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

15 As shown in Exhibit "17" the Attorneys' work was duplicative, designed to consume as much time
16 as possible, and was unnecessary. *Hensley v. Eckerhart*, 461 U.S. 424, 434, 103 S. Ct. 1933, 1939-40, 76
17 L. Ed. 2d 40 (1983) ("Counsel for the prevailing party should make a good faith effort to exclude from a fee
18 request hours that are excessive, redundant, or otherwise unnecessary, just as a lawyer in private practice
19 ethically is obligated to exclude such hours from his fee submission.."). Exhibit "17" shows billing entries
20 from five (5) different attorneys who worked on the same 25 page opposition, did the same repetitive work,
21 and then charged duplicative excessive fees of \$17,416.57. *Chalmers v. City of Los Angeles*, 796 F.2d 1205,
22 1210 (9th Cir.1985) (stating fees should be reduced "if a case was overstaffed and hours duplicated").

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

24 The Receiver has filed the identical contempt motions against other parties, and the duplication
25 extends to the Attorneys re-writing and duplicating the identical motion for Ms. Dean they filed for Paul
26 Beasley and Aaron Beasley on November 5, 2020 (Dkt. 363); for Garrett Ortega on June 29, 2022 (Dkt
27 122); and for Jeffrey Judd on June 10, 2022 (Dkt. 91). The Motions make the same claims, identify the
28 same authorities, and make the identical arguments as to the others individuals who are subject to the
Receiver's Contempt efforts. This type of duplication does not justify the payment of such extraordinary
fees. *Silva v. Patenaude & Felix, P.C.*, 2010 WL 2000523 at *3 (N.D. Cal. May 12, 2010) (reducing all
hours by 20% including the 2.3 spent drafting an initial FDCPA complaint because, the complaint was
identical to the plaintiff's complaint in a similar FDCPA case); *Abad v. Williams, Cohen & Gray, Inc.*, 2007
WL 1839910 at *7 (N.D. Cal. Apr. 23, 2007) (reducing hours to draft FDCPA complaint from 4 hours to .5
hours because the complaint was identical to other complaints filed by the plaintiff's counsel). *See also*

1 *Alvarado v. Hovg, LLC*, 2016 WL 5462429, at *3 (N.D. Cal. Sept. 29, 2016) (reduced time to draft second
2 amended FDCPA complaint from 15.3 hours to 3 hours because changes were only a few paragraphs).

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

4 The Attorneys expended 15.9 hours for \$6,197.50 to draft the Motion for Fees, which is
5 seventeen percent (17.20%) of the total fees requested of \$36,032.25. However, that number is deceptive
6 because if the \$6,197.50 for the fee motion is subtracted from the \$36,032.50, the actual total logged for
7 services other than the fee motion was \$29,834.75. The \$6,197.50⁴ for the fee Motion is actually 20.77%
8 of the total fees logged. A fee motion comprising 20.77% of the total hours logged for the entire case is
9 unreasonable. *U.S. ex rel. Marchese v. Cell Therapeutics, Inc.*, 2008 WL 5348215, at *1 (W.D.
10 Wash. Dec. 17, 2008) ("In its November 18, 2008 order, this Court found the total request for "fees-on-fees"
shocking and found that the amount of time billed by attorneys from Milberg LLP was excessive.").

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

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

22 Attached as Exhibit "18" are the billings for the fee-on-fees Application totaling \$6,197.50 which
23 demonstrate duplicative and unnecessary work from three (3) attorneys who duplicated one another's work.
24 The Court should reduce the requested fees to three percent (3%) of the total fees for actually logged work

25
26 ⁴ The receiver claims the Attorneys incurred \$5,697.00 in fees preparing the fees Motion. (9-1-22 Memo,
27 p. 4, lines 18-19. However, the Receiver's calculation is incorrect. The actual cost was \$6,197.50. When
28 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 and fees. *Auto All. Int'l, Inc. v. U.S. Customs Serv.*, 155 F. App'x 226, 228-29 (6th Cir. 2005) (affirming
 2 district court's limitation of "fees on fees" to three percent (3%) of hours in main case); *Coulter v. State of*
 3 *Tennessee*, 805 F.2d 146 (6th Cir.1986) ("In the absence of unusual circumstances, the hours allowed for
 4 preparing and litigating the attorney fee case should not exceed 3% of the hours in the main case when the
 5 issue is submitted on the papers without a trial."); *Myers v. Bricklayers & Masons Loc. 22 Pension Plan*,
 6 2014 WL 7005193, at *7 (S.D. Ohio Dec. 10, 2014) ("Based on the above, the Court finds that Plaintiffs'
 7 "fees-on-fees" request is excessive. Plaintiffs may recover fees equal to the 3% cap."); *Schumacher v. AK*
 8 *Steel Corp. Ret. Accumulation Pension Plan*, 995 F. Supp. 2d 835, 843 (S.D. Ohio 2014). (fees incurred to
 9 prepare a motion for attorney's fees should not exceed 3% of the hours logged in the case).

10 The \$6,195.50 in fees on fees should be subtracted to arrive at the actually logged fees in the cases
 11 which is \$29,836.82. Three percent (3%) of the actually logged fees outside of the fees-on-fees request is
 12 \$709.12 ($\$36,032.25 - \$6,195.50 = \$29,836.82 \times 3\% = \895.10). The Receiver should not be entitled to
 13 \$6,197.50 for the fees-on-fees application, and the Court should award three percent (3%) of the actually
 14 logged fees on the main case excluding the fees-on-fees which is \$895.10. *Rosenfeld v. U.S. Dep't of Just.*,
 903 F. Supp. 2d 859, 879 (N.D. Cal. 2012) ("The Court finds that Plaintiff's requested award for 'fees-on-
 fees' in this case is 'grossly inflated.'").

15 **IV.**

16 **CONCLUSION**

17 For the foregoing reasons, Third Party Kamille Dean, Requests her Objection, request for De Novo
 18 review, and Appeal from the Magistrate's December 29, 2022, Order be granted.

19 DAGTED: December 12, 2022

KAMILLE DEAN

/s/ Kamille Dean

20 By: _____

21 Kamille Dean
 22 Attorney in Pro Se

Exhibit "1"

EXHIBIT "1"

Excerpt from Attorney Kara Hendricks Declaration
In Support of Memorandum of Fees and Costs (Dkt. 378-2)

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
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Exhibit "2"

EXHIBIT "2"

**Excerpt from Attorney Joshua Del Castillo Declaration
In Support of Memorandum of Fees and Costs (Dkt. 378-3)**

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

Exhibit “3”

EXHIBIT "3"

**Excerpt from Attorney Joshua Del Castillo Declaration
In Support of Memorandum of Fees and Costs (Dkt. 378-3)**

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	0.80	327.00	1,635.00	WO	HD	TR	___
08/01/22	9039019	Analysis/review/revise draft motion to compel turnover and Zaro declaration (.B).	Zaro, David	0.80	436.00	2,071.00	WO	HD	TR	___

Exhibit “4”

EXHIBIT "4"

Excerpt from Attorney Joshua Del Castillo Declaration
In Support of Memorandum of Fees and Costs (Dkt. 378-3)

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 “5”

EXHIBIT "5"

Excerpt from Attorney Joshua Del Castillo Declaration
In Support of Memorandum of Fees and Costs (Dkt. 378-3)

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

Exhibit “6”

EXHIBIT "6"

Excerpt from Attorney Kara Hendricks Declaration
In Support of Memorandum of Fees and Costs (Dkt. 378-2)

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
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Exhibit “7”

EXHIBIT "7"

Excerpt from Attorney Kara Hendricks Declaration
 In Support of Memorandum of Fees and Costs (Dkt. 378-2)

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 "8"

EXHIBIT "8"

Excerpt from Attorney Kara Hendricks Declaration
 In Support of Memorandum of Fees and Costs (Dkt. 378-2)

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

Exhibit "9"

EXHIBIT "9"

Excerpt from Attorney Kara Hendricks Declaration
 In Support of Memorandum of Fees and Costs (Dkt. 378-2)

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

Exhibit “10”

EXHIBIT "10"

Excerpt from Attorney Kara Hendricks Declaration
 In Support of Memorandum of Fees and Costs (Dkt. 378-2)

and

Excerpt from Attorney Joshua Del Castillo Declaration
 In Support of Memorandum of Fees and Costs (Dkt. 378-3)

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	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

07/19/22	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					
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Exhibit “11”

EXHIBIT "11"

Excerpt from Attorney Kara Hendricks Declaration
 In Support of Memorandum of Fees and Costs (Dkt. 378-2)

and

Excerpt from Attorney Joshua Del Castillo Declaration
 In Support of Memorandum of Fees and Costs (Dkt. 378-3)

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

Exhibit “12”

EXHIBIT "12"

Excerpt from Attorney Kara Hendricks Declaration
 In Support of Memorandum of Fees and Costs (Dkt. 378-2)

and

Excerpt from Attorney Joshua Del Castillo Declaration
 In Support of Memorandum of Fees and Costs (Dkt. 378-3)

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

Exhibit “13”

EXHIBIT "13"

Excerpt from Attorney Kara Hendricks Declaration
 In Support of Memorandum of Fees and Costs (Dkt. 378-2)

and

Excerpt from Attorney Joshua Del Castillo Declaration
 In Support of Memorandum of Fees and Costs (Dkt. 378-3)

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 “14”

EXHIBIT "14"

Excerpt from Attorney Kara Hendricks Declaration
In Support of Memorandum of Fees and Costs (Dkt. 378-2)

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 “15”

EXHIBIT "15"

Excerpt from Attorney Kara Hendricks Declaration
 In Support of Memorandum of Fees and Costs (Dkt. 378-2)

and

Excerpt from Attorney Joshua Del Castillo Declaration
 In Support of Memorandum of Fees and Costs (Dkt. 378-3)

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					

Exhibit “16”

EXHIBIT "16"

Excerpt from Attorney Kara Hendricks Declaration
In Support of Memorandum of Fees and Costs (Dkt. 378-2)

and

Excerpt from Attorney Joshua Del Castillo Declaration
In Support of Memorandum of Fees and Costs (Dkt. 378-3)

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 "17"

EXHIBIT "17"

Excerpt from Attorney Kara Hendricks Declaration
In Support of Memorandum of Fees and Costs (Dkt. 378-2)

and

Excerpt from Attorney Joshua Del Castillo Declaration
In Support of Memorandum of Fees and Costs (Dkt. 378-3)

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	216.00	7,139.50	WO	HD	TR	

Exhibit "18"

EXHIBIT "18"

Excerpt from Attorney Kara Hendricks Declaration
In Support of Memorandum of Fees and Costs (Dkt. 378-2)

and

Excerpt from Attorney Joshua Del Castillo Declaration
In Support of Memorandum of Fees and Costs (Dkt. 378-3)

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

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 JANUARY 12, 2023, I served the following document described as:

**MS. DEAN'S OBJECTION, REQUEST FOR DE NOVO REVIEW, AND APPEAL FROM
MAGISTRATE'S 12-29-22 ORDER**

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 January 12, 2023 , at Fullerton, California.

/s/ Maureen Jaroscak

Maureen Jaroscak

SERVICE LIST

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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:

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