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10 Attorneys for Former Temporary Receiver
Robb Evans and Robb Evans &
11 Associates LLC

12 UNITED STATES DISTRICT COURT
13 DISTRICT OF ARIZONA

14
15 Federal Trade Commission,

16 Plaintiff,

17 v.

18 Vemma Nutrition Company, et al.,

19 Defendants.

Case No. CV-15-01578-PHX-JJT

**REPLY TO DEFENDANTS'
OBJECTION TO FIRST AND FINAL
MOTION FOR APPROVAL AND
PAYMENT OF FEES AND EXPENSES
OF TEMPORARY RECEIVER AND
ITS COUNSEL**

20
21
22 Robb Evans and Robb Evans & Associates LLC, the former Temporary Receiver in
23 the above-captioned matter (“Receiver”) hereby replies to Defendants Vemma Nutrition
24 Company and Vemma International Holdings, Inc.’s (collectively “Vemma”) Objection to
25 First and Final Motion for Approval and Payment of Fees and Expenses of Temporary
26 Receiver and Its Counsel (herein, the “Fee Motion” and “Objection,” respectively).
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28

1 **I. INTRODUCTION AND STATEMENT OF FACTS**

2 The Objection filed by Vemma focuses on two principal areas of criticism. The first
3 primarily relates to the Receiver's non-payment of various expenses incurred during the
4 temporary receivership period, as well as other alleged improper actions or inaction by the
5 Receiver. Section II.A of the Objection. The second focuses on various categories of
6 billings which Vemma contends are "excessive." Section II.B. of the Objection. The
7 objections raised by Vemma are based on a fundamental misunderstanding of the nature of
8 the work performed by the Receiver in the intense, initial stage of this temporary
9 receivership, and misstate or fail to advise the Court of key facts crucial to understanding
10 the Receiver's work and decision-making process in this matter.

11 The Receiver took possession and control of Vemma's operations in Tempe on
12 August 24, 2015. Because the Receiver determined that it was critical to make payroll for
13 Vemma's 105-person staff, as well as to pay employee benefits and insurance premiums, it
14 was crucial that the Receiver attempt to access Vemma's cash as soon as possible.
15 However, the receivership estate faced an acute cash flow crisis. At the same time, it faced
16 a myriad of responsibilities and began undertaking the operational analysis needed to
17 determine whether and the extent to which the Receivership Defendants could be operated
18 profitably and lawfully as required by the Temporary Restraining Order. On the first day of
19 the receivership, Vemma's accounting staff provided the Receiver with its financial records
20 demonstrating that it had cash balances totaling only \$625,513.38 as of August 24, 2015.
21 Of this sum, \$166,412.46 was in accounts held at Wells Fargo Bank, which could not be
22 accessed by the Receiver because they were subject to a perfected security interest in favor
23 of Wells Fargo Bank. Most of Vemma's funds were held at BMO Harris Bank ("BMO
24 Bank"), but the Receiver had difficulty getting BMO Bank to promptly turn over the funds.
25 Vemma's financial disability was far more severe than its illiquidity. Vemma's own
26 consolidated income statement for the period from January 1, 2015 through June 30, 2015
27 evidenced a loss of approximately \$1.4 million before depreciation and amortization
28 expense. In 2014, the consolidated financial report reviewed by Vemma's outside

1 accountants showed a loss before depreciation of approximately \$2.2 million. Including the
2 net income and losses of the European operations, the Vemma worldwide operations
3 incurred a net loss of \$4.1 million for the six months ended June 30, 2015. **Although this**
4 **fact was not disclosed by Vemma from the Court in its most recent emergency motion**
5 **to obtain return of funds held by the Receiver**, Vemma also provided the Receiver with
6 an accounts payable aging showing that, as of August 24, 2015, it owed \$3,832,678.29, with
7 \$2,976,653.52 past due.¹ Brad Wayment admitted that a \$1.3 million cash infusion from the
8 shareholders (defendant Benson Boreyko and two of his immediate family members) was
9 going to be made on the day the receivership commenced and that a further cash infusion
10 was planned within 45 days thereafter. Wayment Declaration in opposition to preliminary
11 injunction (Doc. 78-2) (“Wayment PI Decl.”), para. 78. Wayment also testified that Vemma
12 was working on establishing a private line of credit of \$3-\$4 million. Wayment PI Decl.,
13 para. 79.

14 In the initial two weeks, the Receiver and its counsel diligently attempted to get
15 BMO Bank to turn over the funds in Vemma accounts. During this time period, Vemma’s
16 counsel, Quarles & Brady LLP, began communicating complaints and threats to the
17 Receiver and its counsel. During this period, this principally took the form of demanding
18 that the Receiver make payroll, **even though the Receiver had not yet obtained funds**
19 **from BMO sufficient to do so**. Finally, on September 4, 2015, the Receiver obtained a
20 payment of \$633,913.57 from BMO Bank and immediately began the process of paying all
21 outstanding payroll, except sums due to defendant Boreyko.

22 Meanwhile, on August 31, 2015, the Federal Trade Commission (“FTC”) stipulated
23 with the Defendants for a continuance of the preliminary injunction hearing, from
24 September 3 to September 15, 2015. Doc. No. 36. Prior to the stipulation, the Receiver was
25

26 _____
27 ¹ In its recent emergency motion, while touting the alleged value of its inventory as
28 “adequate protection” for the Receiver’s payment, it failed to advise the Court that the
inventory secured Wells Fargo Equipment Finance’s debt, which exceeds \$1.052 million.

1 operating on the assumption that the temporary receivership period would be for thirteen
2 days, from August 24 to September 3.

3 The third week of the temporary receivership was the week of September 7. As part
4 of its aggressive litigation strategy, Vemma's team of lawyers² challenged the Receiver as
5 though it were a litigant in the proceeding, unsuccessfully demanding the Receiver to
6 produce documents under an improper Rule 34 Request to Produce Documents, which was
7 denied by the Court at an emergency hearing held September 8, and on September 11
8 deposing Kenton Johnson, one of the senior members of the Receiver's staff, as voluntarily
9 agreed to by the Receiver even without prior service of a proper deposition subpoena on the
10 person most knowledgeable from the Receiver's office.

11 The fourth week of the temporary receivership was the week of September 14. The
12 hearing on the preliminary injunction application was held on September 15 and the Court
13 issued its order dated September 18, 2015 ("Preliminary Injunction Order") (Doc. No. 118)
14 which issued a preliminary injunction against Vemma, but terminated the receivership.
15 Therefore, the temporary receivership lasted exactly four weeks, from Monday, August 24
16 through Friday, September 18, a total of 26 days. The Preliminary Injunction Order adopted
17 certain of the key facts uncovered by the Receiver in its investigation in concluding that
18 there is "little doubt that the FTC will ultimately succeed on the merits in demonstrating that
19 Vemma is operating a pyramid scheme" (Preliminary Injunction Order, p. 6:20-21),
20 including the overwhelming percentage of sales to Affiliates and Vemma's five-month
21 backlog auditing fifteen Affiliates each month and never disciplining or suspending an
22 Affiliate. The Court's finding that the FTC was likely to succeed on the merits in
23 demonstrating that Vemma was making material misrepresentations and omissions, as well
24

25 ² Ironically, while complaining about the numbers of people working on this assignment
26 for the Receiver, Vemma's counsel have had no less than seven partners intensively
27 involved in defending the action, including five lawyers at the preliminary injunction
28 hearing. This is in addition to whatever other lawyers are assisting the team, but who have
not been disclosed on pleadings.

1 as furnishing Vemma Affiliates with the means and instrumentalities to make material
2 misrepresentations and omissions, in violation of the FTC Act, validated the Receiver's
3 interim decision to suspend operations on the basis that Vemma could not operate profitably
4 **and** lawfully, as required by Section XII.C of the Temporary Restraining Order. The Court
5 was satisfied with the Receiver's performance and diligence during the four-week
6 temporary receivership period, appointing the Receiver as Monitor.

7 **II. VEMMA'S OBJECTIONS AS TO THE RECEIVER'S ACTS AND**
8 **OMISSIONS ARE MERITLESS AND DISREGARD THE FACTS WHICH**
9 **FACED THE RECEIVER**

10 Vemma states that only 90 minutes after appearing at Vemma's offices, the Receiver
11 terminated Vemma's sale operations and laid off most employees, citing (but not attaching)
12 a transcript of the September 15 hearing at 77:16-25; 78:1-8. Opposition, p. 5:7-9. In fact,
13 Johnson testified that the sales operations were suspended, most employees were told they
14 could leave, and that they would not be asked to return unless they got further word from the
15 Receiver or someone else. (A true and correct copy of the portions of the September 15,
16 2015 transcript misstated by Vemma is attached to the accompanying supplemental
17 declaration of Gary Caris.) The Receiver did not terminate the employees, but rather told
18 them that operations were temporarily suspended and that they would be contacted if they
19 were needed back prior to the hearing on the preliminary injunction application. They were
20 further told it was likely that there would be no change prior to the hearing on the
21 preliminary injunction application.

22 Vemma further asserts that within 24 hours of first appearing at Vemma's offices, the
23 Receiver decided all of Vemma's business operations would be "permanently terminated
24 and no further consideration would be given by [the Receiver] to re-starting same," again
25 citing the September 15 transcript at 84:2-9 and 86:12-16. Opposition, pp. 5:10-15; 8:16-
26 17. Vemma again incorrectly cites to Johnson's testimony. This was a temporary
27 receivership. At the time of these discussions, a hearing on the preliminary injunction was
28 less than two weeks away. The Receiver had decided that it would not restart operations
during the pendency of the temporary receivership, not that it would "permanently

1 terminate” operations. The Receiver could not consider restarting operations **in the context**
2 **of its authority as temporary receiver.**

3 The Receiver’s decision to suspend operations, which was based on its determination
4 that Vemma could not be operated profitably and lawfully, has been validated by the
5 Preliminary Injunction Order as well as the undisputed financial disability of the company.
6 The Court found there was “little doubt” that the FTC would ultimately succeed in
7 demonstrating that Vemma operated a pyramid scheme. Vemma’s own financial reports
8 and admissions, and the acute lack of cash, make it abundantly clear that the business could
9 not be operated profitably post-receivership.³

10 At paragraph 8 of the Objection, Vemma incorrectly asserts that several payments
11 should have been made by the Receiver during the temporary receivership and that its
12 failure to do so has inhibited its ability to restart operations. The real property rental
13 payment was not made on September 1, 2015 because the Receiver was still attempting to
14 gather the funds necessary to pay employee payroll, employee benefits and insurance
15 premiums. The Receiver determined that paying the rent when it barely had sufficient funds
16 on hand to do so and when it lacked the funds needed to pay any of these other critical
17 expenses did not make sense in light of the upcoming hearing on the preliminary injunction
18 and the fact that **the landlord was holding a \$1.5 million security deposit.**

19 The monthly equipment loan payment due to Wells Fargo Equipment Finance
20 (“Wells Fargo Finance”) also was not made because of the lack of funds held by the

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22 ³ The likelihood of profitable operations further diminishes in light of the restraints
23 imposed by the Preliminary Injunction Order, including directions to revise Vemma’s
24 essential business model by prohibiting representations about income potential without
25 adequate disclaimers and ready referral to accurate income potential disclosures; removing
26 all non-compliant material from its “Back Office” websites; prohibiting the use or
27 distribution of any promotional materials that have not been provided to the FTC for prior
28 review; enjoining all features of the marketing program and bonus structure that tie
bonuses primarily to recruiting and to the purchase of product principally to stay eligible
for bonuses; prohibiting the sale of Affiliate Packs; and prohibiting the linking of an
Affiliate’s eligibility for bonuses to their own purchases of Vemma product. Prel. Inj.
Order pp. 14-15.

1 Receiver and because the loan was secured by Vemma's inventory, equipment and accounts
2 receivable. Wells Fargo Finance was owed \$1,052,297.54. It was also uncertain whether
3 Wells Fargo Finance had a perfected security interest in the cash held at Wells Fargo Bank
4 (which had a separate, outstanding loan of \$42,145.88 and which was secured by the funds
5 held at Wells Fargo Bank). In light of these two loans and security interests, the Receiver
6 was unable to access any of the cash at Wells Fargo Bank.⁴

7 Vemma misrepresents the facts concerning the payments owed on the Kenworth
8 tractor. One pre-receivership payment was already outstanding **before** inception of the
9 receivership estate. The \$3,190.66 figure in the Opposition represents **two monthly**
10 **payments**. Vemma also misleads the Court when it states that Vemma did not regain access
11 to its premises until September 21, 2015, the night the tractor was purportedly repossessed.
12 In fact, the Receiver returned possession and control of the premises to Vemma on
13 September 18, 2015, the same day the Court entered the Preliminary Injunction Order.

14 The Receiver did not pay Vemma's third party accountants, McGladrey LLP,
15 because McGladrey would not commit to finishing the returns timely and because it was
16 attempting to collect approximately \$5,000 representing pre-receivership work.

17 Contrary to Vemma's unsupported speculation, the Receiver did not pay employees
18 for paid time off because they were not terminated, but rather temporarily laid off pending
19 the preliminary injunction hearing. For the same reason, there can be no WARN Act
20 claims, because employees were not terminated.

21 **III. THERE ARE NO EXCESSIVE TIME CHARGES IN THE FEE MOTION**

22 All of the charges in collecting and analyzing documents, and assessing Vemma's
23 operations, which Vemma asserts without proof amounts to \$21,196.20, is proper and
24 reasonable. The Receiver was required to analyze Vemma's operations to determine
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26 ⁴ The outstanding debts owed to Wells Fargo Finance and Wells Fargo Bank had been in
27 default on multiple occasions before the receivership which, among other things, led to
28 Wells Fargo Bank offsetting \$1,413,235.40 in deposit in Vemma's operating account just
two months before the inception of the receivership estate.

1 whether business operations have been lawful and profitable. It had to determine whether
2 the business could be operated going forward profitably and lawfully. It had to determine
3 whether activities prohibited by the Temporary Restraining Order were continuing. It had to
4 provide a comprehensive report to the Court to assist the Court in determining whether to
5 issue a preliminary injunction against the Receivership Defendants and what the proper
6 scope of any injunctive relief should be. In this case, because of the allegations that this was
7 a multi-level marketing pyramid scheme, the Receiver needed to do an in-depth analysis of
8 the Affiliate and customer database. The Receiver also needed to review marketing
9 materials, marketing practices, and internal and external websites as well as Vemma's
10 operational procedures, including customer service and Affiliate relations. The Receiver
11 also reviewed consumer complaints. Further, because of the multiplicity of inventory
12 warehouses throughout the United States, the Receiver needed to contact warehouses,
13 analyze inventory records, and speak with available warehouse personnel.

14 Similarly, all charges for the Receiver's Report were reasonable. The Receiver's
15 Report was prepared by six members of the Receiver's staff because of the time constraints
16 involved in creating a report at the outset of a receivership involving a large and substantial
17 business operation, with over 100 employees, multiple secured creditors, large amounts of
18 debt and international subsidiaries. The Report was not a "superficial analysis" of Vemma's
19 business. It contained a substantial and detailed analysis of Vemma's income and earnings
20 disclosure and practices; a complete overview of Vemma's worldwide operating structure; a
21 thorough and comprehensive analysis of its financial statements; an in-depth analysis of
22 Vemma's historical sales to Affiliates and customers and historical data regarding
23 commissions to Affiliates; a detailed summary of payments to Boreyko and the other
24 shareholders; a detailed review of field compliance and marketing practices; and a selected
25 review of consumer complaints. The Receiver's analysis was relied upon by the Court in
26 reaching the conclusions set out in the Preliminary Injunction Order.

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1 Vemma objects to travel charges,⁵ falsely asserting that the Receiver and its counsel
2 “flew no less than 10 people between Los Angeles and Phoenix multiple times.”
3 Opposition, p. 9:25-26. Actually, only two members of the Receiver’s staff went back to
4 Phoenix more than once, and that was solely at the request of Vemma to enable Vemma’s
5 representatives to access the premises.⁶ The Court presumably appointed a Los Angeles-
6 based receiver because of its expertise and experience in federal equity receivership matters.
7 The Receiver should not be punished for incurring and charging for travel time in
8 connection with the assignment. Commonly, the Receiver, who is appointed in cases
9 throughout the United States, is paid for all of its travel time in its receivership
10 engagements. While the flight to Phoenix itself is under an hour, it is absurd to suggest that
11 a charge of approximately three to four hours for a trip between Phoenix and Los Angeles is
12 excessive or inappropriate in this era of busy traffic to and from airports and the nature of
13 today’s airline travel.

14 Vemma complains that the Receiver charged \$12,903.62 for eight billers spending
15 76.6 aggregate hours performing tasks after the filing of the Receiver’s Report. No specific
16 complaint as to any particular task is made, only that there is “no justification” for such an
17 expenditure. Actually, a total of approximately 44 hours were spent by the Receiver from
18 September 5 through September 18, not including preparation for the deposition, appearing
19 at the deposition, and preparing for and attending the preliminary injunction hearing. The
20 Receiver and its counsel were still required to deal with several issues which arose after
21 September 4, including 401k hardship withdrawals, tax returns, communications from
22 disgruntled consumers, vehicle asset review, problems at the Vemma premises related to
23 weather issues, creditor’s claims related to telephone equipment, communications with other
24 creditors, payroll issues, merchant reserve account issues, and steps taken to comply with

25 _____
26 ⁵ The Objection claims that the travel time aggregates \$22,587.80, but Aaron concedes the
actual travel time was \$18,039.20.

27 ⁶ A third member, Johnson, also went back a second time to testify at the preliminary
28 injunction hearing.

1 the Preliminary Injunction Order. This also ignores the fact that 21.7 of the 44 hours were
2 spent by lower level support staff billing between \$30 and \$60 per hour.

3 Vemma objects to allegedly “redundant and duplicative time.” However, this is
4 based on a fundamental misunderstanding of the nature of the work performed in the initial
5 days of a complex receivership case, in this case the first three to four days of the
6 receivership. Because of the size and scope of this case, the Receiver required nine people
7 to take over possession and control of these operations and begin the intensive process of
8 interviewing employees and management, reviewing paper and electronic records and
9 analyzing the business and all of its operations. It takes multiple members of the Receiver’s
10 staff to do the same type of task, even though the work they are doing is entirely different.
11 Multiple personnel were required to analyze the paper and electronic records of the
12 business; those personnel are not all analyzing the same documents. The fact that two or
13 more people may have billed for the same types of tasks does not mean that there was a
14 duplication of effort.

15 The complaint about secretarial tasks is misleading and meritless. Those tasks are
16 billed by lower-level support staff from the Receiver’s office performing necessary
17 functions at hourly rates of \$30 for Mr. Chen, \$32 for Ms. Perez and \$60 for Ms. Wolf. The
18 total fees objected to is \$1,792.80 for 48.8 hours, for a blended rate of \$36.74. The Receiver
19 is not a law office where the overhead of secretaries and clerks is included in the rates of the
20 professionals. These tasks must be performed, and the Receiver utilizes personnel who are
21 billed at a rate commensurate with the type of services performed.

22 The independent contractor charge for \$21,272.75 was incurred to pay Vemma’s
23 Information Technology (“IT”) staff to perform post-receivership search queries from
24 Vemma’s electronic database at the request of the Receiver **and the request of Vemma’s**
25 **counsel**. This is the actual cost paid by the Receiver to compensate Vemma’s IT staff for
26 this post-receivership work. None of this money was paid to the Receiver.

27 Vemma complains about “out of pocket” expenses totaling \$12,895.32. The
28 Receiver attaches all of its expenses to the supplemental declaration of Kenton Johnson.

1 Vemma complains about the Receiver's counsel's time as "vague and excessive."
2 All of counsel's entries are detailed and clear, and not one specific entry is objected to
3 except for three entries about "754 filings."⁷ Assuming the vagueness is based on the fact
4 that the Receiver chose to preserve its attorney-client privilege, and redacted
5 communications with the Receiver, should the Court wish to review the Receiver's and its
6 counsel's unredacted bills *in camera*, the Receiver is prepared to submit them under seal or
7 to deliver them to the Court's chambers for review. Oddly, Vemma complains that the
8 Receiver's counsel billed most of its entries in one-tenth of an hour and two-tenths of an
9 hour increments. Far from demonstrating that the time is excessive, this demonstrates that
10 the Receiver's counsel carefully and fairly billed actual time incurred on the services it
11 rendered. In addition, the supplemental declaration of Gary Caris submitted concurrently
12 herewith summarizes all of the work undertaken in this case by Receiver's counsel.

13 Finally, Vemma complains about estimated fees and expenses after September 18,
14 2015 of \$28,790.50. These were estimates based on the estimated time to be spent for the
15 Receiver and its counsel to file the Fee Motion and supporting financial report and to
16 subsequently prepare a final financial report and accounting and a wind-up motion. A wind-
17 up motion is required in receivership cases to, among other things, seek approval of the final
18 report and accounting and seek a discharge. In light of the adversarial approach taken by
19 Vemma and its counsel against the Receiver, including the emergency motion for release of
20 funds and its opposition to the Fee Motion, the Receiver and its counsel have been forced to
21 incur significant additional fees since September 18, 2015 **and are already well over the**
22 **\$28,790.50 estimate.** The Receiver's fees after September 18 through October 6 amount to
23
24

25 ⁷ Vemma's complaint that the "754 filings" do not relate to the temporary receivership
26 evidences a lack of knowledge about federal receivership law. The Receiver was required
27 to file copies of the Temporary Restraining Order and Complaint as miscellaneous actions
28 in various other District Courts to assert this Court's and the Receiver's jurisdiction and
control over receivership assets in those districts pursuant to 28 USC § 754.

1 \$6,532.65 of its \$9,740.50 estimate and its counsel's fees and costs⁸ after September 18
2 through October 6 amount to \$28,531.74, a sum which is \$9,531.74 over counsel's estimate
3 of \$19,000.00. Therefore, the Receiver and its counsel have already been forced to incur
4 \$6,323.89 in fees and costs **over** the closing estimate, without accounting for the work
5 needed to prepare and file a wind-up motion.⁹

6 **IV. CONCLUSION**

7 The Receiver respectfully requests that the Court grant the Fee Motion in full and
8 award **additional** fees and costs to the Receiver's counsel in the sum of \$9,531.74.
9

10 DATED: October 8, 2015

DENTONS US LLP

11
12 By: /s/Gary Owen Caris

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28 Robb Evans and Robb Evans & Associates LLC

26 ⁸ These include counsel's travel costs which were incurred for the September 15 hearing
27 and other costs incurred before September 18 and not yet billed by the Receiver's counsel.

28 ⁹ This does not include fees incurred in connection with any Monitor activities.

CERTIFICATE OF SERVICE

I hereby certify that on October 8, 2015, I electronically transmitted the attached document to the Clerk's office using the CM/ECF System for filing and transmittal of a Notice of Electronic Filing to the following CM/ECF registrants:

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12 **UNITED STATES DISTRICT COURT**
13 **DISTRICT OF ARIZONA**

14
15 Federal Trade Commission,

16 Plaintiff,

17 v.

18 Vemma Nutrition Company, et al.,

19 Defendants.

Case No. CV-15-01578-PHX-JJT

**SUPPLEMENTAL DECLARATION
OF KENTON JOHNSON IN SUPPORT
OF FIRST AND FINAL MOTION FOR
APPROVAL AND PAYMENT OF
FEES AND EXPENSES OF
TEMPORARY RECEIVER AND ITS
COUNSEL**

20
21 I, Kenton Johnson, declare:

22 1. I am a member of Robb Evans & Associates LLC and a deputy to the former
23 Temporary Receiver, Robb Evans and Robb Evans & Associates LLC (“Receiver”),
24 appointed as temporary receiver for defendants Vemma Nutrition Company (“Vemma”),
25 Vemma International Holdings, Inc. (collectively the “Vemma Entities”), and their
26 successors and assigns, subsidiaries, and related entities (“Receivership Defendants”). I
27 am one of the senior members of the Receiver’s staff with primary responsibility for the
28 activities of the Receiver and have personally participated in the Receiver’s activities

1 during the temporary receivership from the inception of the temporary receivership on
2 August 21, 2015 to the present, including completing the administration of the receivership
3 estate in light of the Court's Preliminary Injunction Order entered September 18, 2015. I
4 have read and reviewed Vemma's Objection to First and Final Motion for Approval and
5 Payment of Fees and Expenses of Temporary Receiver and Its Counsel ("Objection") and
6 the declarations filed in support of the Objection. I have personal knowledge of the
7 matters set forth in this declaration, and if I were called upon to testify as to these matters,
8 I could and would competently testify based upon my personal knowledge.

9 2. The Receiver was appointed as temporary receiver under the Order filed
10 under seal dated August 21, 2015 ("Temporary Restraining Order"). The extensive list of
11 powers and duties of the Receiver are principally detailed in Section XII of the Temporary
12 Restraining Order. Contrary to the assertions in the Objection, those duties do not
13 expressly include maintenance of the status quo. Instead, those powers and duties include
14 among many others: assuming full control over the Receivership Defendants by removing,
15 as the Receiver deems necessary or advisable, employees from control, management or
16 participation in the affairs of the Receivership Defendants (XII.A); taking exclusive
17 custody, control, and possession of all assets and documents of the Receivership
18 Defendants (XII.B); conducting the business only as the Receiver may deem to be
19 necessary or advisable to operate the business profitably and lawfully, if at all, and
20 conditioned upon the Receiver's good faith determination that the business can be lawfully
21 operated at a profit only using the assets of the receivership estate (XII.C); taking all steps
22 necessary to secure the business premises, including as the Receivers deems appropriate
23 serving the Temporary Restraining Order, interviewing employees, securing the business
24 location by changing the locks, disconnecting access to computers, and requiring persons
25 present on premises to leave (XII.D); conserving and managing all assets in order to
26 prevent irreparable loss, damage, or injury to consumers or creditors, and prohibiting
27 transfer, withdrawal or misapplication of assets (XII.E); preventing the inequitable
28 distribution of assets (XII.G); managing the business of the Receivership Defendants as

1 may be deemed necessary or advisable, including retaining or dismissing employees
2 (XII.H); applying to the Court for prior approval of any pre-receivership obligation except
3 payments that the Receiver deems necessary or advisable to secure assets (XII.J); and
4 preparing a comprehensive report to the Court prior to the preliminary injunction hearing
5 (XVII).

6 3. The Receiver took possession and control of Vemma's extensive operations
7 in Tempe on August 24, 2015. Due to the size and scope of the operation, nine members
8 of the Receiver's staff participated in first-day on-site operations, with the numbers of the
9 Receiver's staff being reduced as appropriate during the first four days of the receivership.
10 Because the Receiver determined that it was critical to make payroll for Vemma's 105-
11 person staff, as well as to pay employee benefits and liability and property coverage
12 insurance premiums, it was crucial that the Receiver attempt to access Vemma's cash as
13 soon as possible. However, the receivership estate faced an acute cash flow crisis. At the
14 same time, from the beginning of the assignment the Receiver faced a myriad of
15 responsibilities and began undertaking the operational analysis needed to determine
16 whether and the extent to which the Receivership Defendants could be operated profitably
17 and lawfully as required by the Temporary Restraining Order. On the first day of the
18 receivership, Vemma's accounting staff provided the Receiver with its financial records
19 demonstrating that it had cash balances totaling only \$625,513.38 as of August 24, 2015.
20 Of this sum, \$166,412.46 was in accounts held at Wells Fargo Bank, which could not be
21 accessed by the Receiver because the funds were subject to a perfected security interest in
22 favor of Wells Fargo Bank. Most of Vemma's funds were held at BMO Harris Bank
23 ("BMO Bank"), but the Receiver had difficulty getting BMO Bank to promptly turn over
24 the funds. Vemma also provided the Receiver with an accounts payable aging showing
25 that, as of August 24, 2015, it owed \$3,832,678.29, with \$2,976,653.52 past due.

26 4. Over the next two weeks, the Receiver and its counsel repeatedly attempted
27 to get BMO Bank to turn over all funds that it held in Vemma accounts. During this time
28 period, Vemma's counsel, Quarles & Brady LLP, began a campaign which continued

1 throughout the receivership period and has continued since the receivership terminated,
2 communicating complaints and threats to the Receiver and its counsel. During the initial
3 two-week period, this principally took the form of demanding that the Receiver make
4 payroll, even though the Receiver had not yet obtained funds from BMO Bank sufficient to
5 do so. Finally, on September 4, 2015, the Receiver received a payment of \$633,913.57
6 from BMO Bank and immediately began the process of paying all outstanding payroll,
7 except sums due to defendant Benson Boreyko.

8 5. On August 31, 2015, the Federal Trade Commission (“FTC”) stipulated with
9 the Defendants for a continuance of the preliminary injunction hearing, from September 3
10 to September 15, 2015. Prior to the stipulation, the Receiver operated on the assumption
11 that the temporary receivership period would be for thirteen days, from August 24 to
12 September 3. After the stipulation was entered, the Receiver completed and, on September
13 4, filed its comprehensive Report of Temporary Receiver’s Activities From August 24,
14 2015 Through September 4, 2015 (“Receiver’s Report”).

15 6. The third week of the temporary receivership was the week of September 7.
16 As part of its aggressive litigation strategy, Quarles & Brady and its team of lawyers
17 challenged the Receiver as though it were a litigant in the proceeding, unsuccessfully
18 demanding the Receiver to produce documents, which was denied by the Court at an
19 emergency hearing held September 8, and deposing me on September 11.

20 7. The fourth week of the temporary receivership was the week of September
21 14. The hearing on the preliminary injunction application was held on September 15. I
22 testified at the hearing. The Court issued its order dated September 18, 2015 (“Preliminary
23 Injunction Order”) which issued a preliminary injunction against Vemma, but terminated
24 the receivership. Therefore, the temporary receivership lasted exactly four weeks, from
25 Monday, August 24 through Friday, September 18, a total of 26 days.

26 8. Vemma’s Objection to the Fee Motion states that only 90 minutes after
27 appearing at Vemma’s offices, the Receiver terminated Vemma’s sale operations and laid
28 off most employees. Actually, sales operations were suspended, most employees were told

1 they could leave, and that they would not be asked to return unless they got further word
2 from the Receiver or someone else. The Receiver did not terminate the employees, but
3 rather told them that operations were temporarily suspended and that they would be
4 contacted if they were needed back prior to the hearing on the preliminary injunction
5 application. They were further told it was likely that there would be no change prior to the
6 hearing on the preliminary injunction application.

7 9. Vemma further asserts that within 24 hours of first appearing at Vemma's
8 offices, the Receiver decided all of Vemma's business operations would be "permanently
9 terminated and no further consideration would be given by [the Receiver] to re-starting
10 same." This is also incorrect. In the afternoon on September 25, Brick Kane and I met
11 with Chief Legal Counsel Peter Reilly in his office. During the meeting Mr. Reilly told us
12 the company was seeking additional infusions of capital and liquidity. He then asked if
13 sufficient additional funding became available would the Temporary Receiver reevaluate
14 the financial viability of the operations. We replied that we would be willing to consider
15 all positive options. Additionally, this was a temporary receivership. At the time of these
16 discussions, a hearing on the preliminary injunction was less than two weeks away. The
17 Receiver had decided that it would not restart operations during the pendency of the
18 temporary receivership not that it would "permanently terminate" operations, because
19 Vemma could not operate profitably and lawfully, for reasons explained in detail in the
20 Receiver's Report, and my deposition. The Receiver could not consider restarting
21 operations in the context of its authority as temporary receiver.

22 10. The complaint in the Objection to the Fee Motion that several payments were
23 not made by the Receiver lack merit. The real property rental payment was not made on
24 September 1, 2015 because the Receiver was still attempting to gather the funds necessary
25 to pay employee payroll, employee benefits and insurance premiums. The Receiver
26 determined that paying the rent when it barely had sufficient funds on hand to do so and
27 when it lacked the funds needed to pay any of these other critical expenses did not make
28

1 sense in light of the upcoming hearing on the preliminary injunction and the fact that the
2 landlord was holding a \$1.5 million security deposit.

3 11. The monthly equipment loan payment due to Wells Fargo Equipment
4 Finance (“Wells Fargo Finance”) also was not made because of the lack of funds held by
5 the Receiver and because the loan was secured by Vemma’s inventory, equipment and
6 accounts receivable. Wells Fargo Finance was owed \$1,052,297.54. It was also uncertain
7 whether Wells Fargo Finance had a perfected security interest in the cash held at Wells
8 Fargo Bank. Wells Fargo Bank had a separate, outstanding loan of \$42,145.88 that was
9 secured by the funds held at that bank. In light of these two loans and security interests,
10 the Receiver was unable to access any of the cash at Wells Fargo Bank. Based on loan
11 documents and a forbearance agreement which I reviewed, the outstanding debts owed to
12 Wells Fargo Finance and Wells Fargo Bank had been in default on multiple occasions
13 before the receivership which, among other things, led Wells Fargo Bank to offset
14 \$1,413,235.40 on deposit in Vemma’s operating account just two months before the
15 inception of the receivership estate.

16 12. In its Objection, Vemma misrepresents the facts concerning the payments
17 owed on the Kenworth tractor. One payment was already outstanding before inception of
18 the receivership estate. The \$3,190.66 figure in the Opposition represents two monthly
19 payments. Vemma also incorrectly states that Vemma did not regain access to its premises
20 until September 21, 2015, the night the tractor was purportedly repossessed. In fact, the
21 Receiver returned the keys to Vemma’s counsel and returned possession and control of the
22 premises to Vemma on September 18, 2015, the same day the Court entered the
23 Preliminary Injunction Order.

24 13. The Receiver did not pay Vemma’s third party accountants, McGladrey LLP,
25 because McGladrey would not commit to finishing the tax returns timely and because
26 McGladrey was attempting to collect approximately \$5,000 representing pre-receivership
27 work. In any event, Robb Evans & Associates has been routinely successful in getting the
28

1 IRS to waive penalties and interest which were occasioned by the inability to timely
2 complete tax returns due to a temporary receivership.

3 14. The Receiver did not pay employees for paid time off because they were not
4 terminated, but rather temporarily laid off pending the preliminary injunction hearing. For
5 the same reason, based on my experience, there can be no WARN Act claims, because
6 employees were not terminated. In any event, based on my experience, there are no
7 WARN Act claims in the context of a federal equity receivership because the receivership
8 is deemed to be an unforeseen event.

9 15. The Objection raises several specific complaints regarding the fees and
10 expenses charged by the Receiver. I discuss each of these criticisms below and refer to the
11 paragraph in the Objection raising the criticism. All of the charges in collecting and
12 analyzing documents, and assessing Vemma's operations, which Vemma asserts without
13 proof amounts to \$21,196.20, is proper and reasonable. Objection, para. 15. The Receiver
14 was required to analyze Vemma's operations for many reasons. We had to determine
15 whether business operations have been lawful and whether business operations have been
16 profitable. We also had to determine whether Vemma could be operated going forward
17 profitably and lawfully. The Receiver had to determine whether activities prohibited by
18 the Temporary Restraining Order were continuing. The Receiver had to provide a
19 comprehensive report to the Court to assist the Court in determining whether to issue a
20 preliminary injunction against the Receivership Defendants and what the proper scope of
21 any injunctive relief should be. In this case, because of the allegations that this was a
22 multi-level marketing pyramid scheme, the Receiver needed to do an in-depth analysis of
23 the Affiliate and customer database. The Receiver reviewed thousands of pages of
24 accounting records in connection with its analysis of Vemma's business operation,
25 operating results and business structure. The Receiver also needed to review marketing
26 materials, marketing practices, and internal and external websites. We also needed to
27 analyze Vemma's operational procedures, including customer service and Affiliate
28 relations. The Receiver also reviewed consumer complaints. Further, because of the

1 multiplicity of inventory warehouses throughout the United States, the Receiver needed to
2 contact warehouses, analyze inventory records, and speak with available warehouse
3 personnel to determine what was housed there, how it was cared for, who had control of it
4 and how it could be accessed.

5 16. All charges for the Receiver's Report were reasonable. Objection, paras. 16-
6 17. The Receiver's Report was prepared by six members of the Receiver's staff because of
7 the time constraints involved in creating a report at the outset of a receivership involving a
8 large and substantial business operation, with over 100 employees, multiple secured
9 creditors, large amounts of debt and international subsidiaries. The Report was not a
10 "superficial analysis" of Vemma's business as the Opposition claims. It contained a
11 substantial and detailed analysis of Vemma's income and earnings disclosure and
12 practices; a complete overview of Vemma's worldwide operating structure; a thorough and
13 comprehensive analysis of its financial statements; an in-depth analysis and graphic
14 exposition of Vemma's historical sales to Affiliates and customers and historical data
15 regarding commissions to Affiliates; a detailed summary of payments to Boreyko and the
16 other shareholders; a detailed review of field compliance and marketing practices; and a
17 selected review of consumer complaints. The analysis undertaken by the Receiver and
18 reflected in the Receiver's Report was relied upon by the Court in reaching the conclusions
19 set out in the Preliminary Injunction Order.

20 17. Vemma complains that the Receiver charged \$12,903.62 for eight billers
21 spending 76.6 aggregate hours performing tasks after the filing of the Receiver's Report.
22 Objection, para. 18(b). No specific complaint as to any particular task is made, only that
23 there is "no justification" for such an expenditure when the Receiver's Report was already
24 completed. This figure is incorrect. Actually, I have reviewed the time records in
25 conjunction with Anita Jen and my counsel, and we have determined that a total of
26 approximately 44 hours were spent by the Receiver between September 5 through
27 September 18, not including preparation for my deposition, appearing at my deposition,
28 and preparing for, testifying at, and attending the preliminary injunction hearing. Further,

1 this complaint ignores the fact that the Receiver and its counsel were still required to
2 continue to undertake many different actions and deal with several issues which continued
3 to arise after September 4, including addressing 401k hardship withdrawal requests,
4 addressing tax return preparation issues, communicating with disgruntled consumers,
5 reviewing vehicle assets, addressing potential problems at the Vemma premises related to
6 weather issues, addressing creditor's claims related to telephone equipment,
7 communicating with other creditors, dealing with payroll issues, addressing merchant
8 reserve account issues, and taking steps to comply with the Preliminary Injunction Order.
9 This also ignores the fact that 21.7 of the hours of the 44 hours were spent by lower level
10 support staff billing between \$30 and \$60 per hour.

11 18. Vemma objects to allegedly "redundant and duplicative time." Objection,
12 para. 18(c). However, this is based on a fundamental misunderstanding of the nature of the
13 work performed in the initial days of a complex receivership case, in this case the first
14 three to four days of the receivership. Because of the size and scope of this case, the
15 Receiver required nine people to take over possession and control of these operations and
16 begin the intensive process of interviewing employees and management, reviewing paper
17 and electronic records and analyzing the business and all of its operations. It takes
18 multiple members of the Receiver's staff to do the same type of task, even though the work
19 they are doing is entirely different. Multiple personnel were required to analyze the paper
20 and electronic records of the business; those personnel are not all analyzing the same
21 documents. The fact that two or more people may have billed for the same types of task
22 does not mean that there was a duplication of effort. It means that in the time constraints
23 imposed on a temporary receiver involved in a large and complex business operation,
24 many members of the Receiver's staff are required to complete the tasks required in the
25 initial days of the case. The Receiver scaled back staff from Vemma's premises as
26 appropriate during the initial week of the receivership.

27 19. The complaint about secretarial tasks is misleading and meritless. Objection,
28 para. 18(d). Those tasks are billed by lower-level support staff from the Receiver's office

1 performing necessary functions at hourly rates of \$30 for Mr. Chen, \$32 for Ms. Perez and
2 \$60 for Ms. Wolf. The total fees objected to is \$1,792.80 for 48.8 hours, for a blended rate
3 of \$36.74. The Receiver is not a law office where the overhead of secretaries and clerks is
4 included in the rates of the professionals. These tasks must be performed and we believe it
5 is reasonable to charge for these services, provided that they are billed at a rate
6 commensurate with the type of services performed.

7 20. The independent contractor charge for \$21,272.75 (Objection, para. 18(e))
8 was incurred to pay Vemma's Information Technology ("IT") staff to perform post-
9 receivership search queries from Vemma's electronic database at the request of the
10 Receiver and at the request of Vemma and its counsel. This is the actual cost paid by the
11 Receiver to compensate Vemma's IT staff for this post-receivership work. None of this
12 money was paid to the Receiver nor is this sum part of the Fee Motion.

13 21. Vemma complains about "out of pocket" expenses totaling \$12,895.32.
14 Objection, para. 18(f). All of the Receiver's expenses supporting this line item are
15 attached collectively hereto as Exhibit 1.

16 22. Vemma complains about estimated fees and expenses after September 18,
17 2015 of \$28,790.50. Objection, fn. 7. These were estimates based on the estimated time to
18 be spent for the Receiver and its counsel to file the Fee Motion and supporting financial
19 report (which was prepared after September 18, 2015), as well as to subsequently prepare a
20 final financial report and accounting and a final wind-up motion. A final wind-up motion
21 is required in all receivership cases to, among other things, seek approval of the final
22 report and accounting and seek a discharge. In fact, in light of the highly adversarial
23 approach taken by Vemma and its counsel against the Receiver, including the emergency
24 motion for release of funds and its opposition to the Fee Motion, the Receiver and its
25 counsel have been forced to incur significant additional fees since September 18, 2015 and
26 are already well over the \$28,790.50 estimate. The Receiver's fees after September 18
27 through October 6 amount to \$6,532.65, not including any work in connection with a final
28

1 report and wind-up motion. The Receiver will clearly exceed \$9,740.50, its portion of the
2 closing estimate.

3 23. I have carefully read the Declaration of Morris Aaron (Doc. No. 130) filed in
4 support of Vemma's Opposition to the Fee Motion ("Aaron Fee Declaration"). Many
5 things in Mr. Aaron's declaration display a fundamental misunderstanding of the
6 Receiver's duties and responsibilities in this matter. Based on my review of his prior
7 declaration and the MCA Report he prepared in opposition to the preliminary injunction
8 application ("MCA Report") (Doc. No. 78-7), I am certain that he never read the
9 Temporary Restraining Order, which is a glaring omission for anyone purporting to have
10 expertise and experience as a Court-appointed receiver, because the most important thing
11 that a receiver does is to read and attempt to comply with the express directions in the
12 appointment order. The MCA Report questions why the Receiver attempted to determine
13 if Vemma could be operated lawfully. MCA Report, p. 19. Under the Temporary
14 Restraining Order, the Receiver was tasked with determining whether Vemma could
15 operate profitably and lawfully during the temporary receivership. In addition, this
16 analysis was necessary to prepare a thorough and complete Receiver's Report as required
17 by the Temporary Restraining Order. Similarly, in the Aaron Fee Declaration he refers to
18 the "draconian decision" to temporarily suspend operations shortly after taking possession
19 and control (para. 11), again evidencing a failure to understand that the Temporary
20 Restraining Order prevented the Receiver from operating the business at all unless the
21 Receiver concluded it could be operated profitably and lawfully.

22 24. At paragraph 15 of the Aaron Fee Declaration, he states that the Receiver's
23 employees do not have general management and business operational skills. This is
24 untrue. In the last 20 years, Robb Evans & Associates and its principals have been
25 appointed in federal district courts and state courts as a receiver, trustee, or other fiduciary
26 in about 240 regulatory and commercial actions. In many instances, the duties of the
27 appointment orders included taking control of business entities, operating them, and either
28 returning them to defendants or resolving them for the benefit of plaintiffs. Robb Evans &

1 Associates has operated numerous different business organizations including
2 manufacturers and distributors of hard goods, soft goods, garments, food processors,
3 general and specialty contractors, retailers, and service providers. Robb Evans &
4 Associates also has extensive experience operating, marketing, and selling commercial
5 income property, residential income property and raw land. Robb Evans & Associates also
6 has years of direct management and operating experience in industry. The prior
7 experience of the members and senior staff of Robb Evans & Associates includes years of
8 experience in executive management positions of financial institutions, and performing as
9 commercial and business loan supervisors and loan officers. For example, I was formerly
10 a bank chief executive officer, and Brick Kane, the president of Robb Evans & Associates,
11 was a former bank chief operating officer and chief financial officer.

12 25. Vemma objects to travel charges, and asserts that the Receiver and its
13 counsel “flew no less than 10 people between Los Angeles and Phoenix multiple times.”
14 Objection, para. 18(a). The Objection claims that the travel time aggregates \$22,587.80,
15 but Mr. Aaron concedes the actual travel time was only \$18,039.20. Actually, only two
16 members of the Receiver’s staff went back to Phoenix more than once, and that was solely
17 at the request of Vemma to enable Vemma’s representatives to access the premises. I also
18 went back a second time to testify at the preliminary injunction hearing. At paragraph 17
19 of the Aaron Fee Declaration, he states that his company, MCA, bills \$50 per hour for non-
20 billable travel time, but that he personally does not bill for any out of town travel. He then
21 ambiguously states that “MCA’s billing practices for travel are consistent with other
22 industry participants.” As someone who has worked as a receiver or a deputy to the
23 receiver for 20 years, and who is a founding member of the National Association of
24 Federal Equity Receivers, I disagree with his assessment. The industry standard is not to
25 charge \$50 per hour (or nothing at all) for out of town travel. If an out of town receiver is
26 selected for the engagement, it is common to charge for such travel. Robb Evans &
27 Associates, while based in Los Angeles, has been appointed as receiver in federal equity
28 receivership matters throughout the United States, including cases in New York, Maryland,

1 Florida, Illinois, Oklahoma, Texas, Missouri, Kentucky, Vermont, Tennessee, Kansas,
2 Washington D. C. and throughout the western part of the United States, because of its
3 experience, expertise and national reputation. In most of our out-of-state assignments, we
4 have sought and been awarded 100% of our travel time. It should be noted that we
5 discounted our rates by 10% off of our private sector rates and fixed those rates throughout
6 the term of this engagement, even if the receivership case had remained active for several
7 years.

8 26. At paragraph 19 of the Aaron Fee Declaration, Aaron states that in all
9 MCA's receivership engagements, MCA never "unilaterally terminated operations" absent
10 court approval. This again evidences a fundamental lack of understanding of the
11 Temporary Restraining Order, which already gave the Receiver prior Court approval to
12 suspend operations, and indeed mandated the suspension of such operations, if Vemma
13 could not be operated profitably and lawfully. There was no need to seek another Court
14 order to suspend operations in light of the unambiguous language in the Temporary
15 Restraining Order. It is also a particularly unusual complaint given the Preliminary
16 Injunction Order which concluded that Vemma was likely operating an illegal pyramid
17 scheme.

18 27. At paragraph 19 (a) of the Aaron Fee Declaration, he states that the Receiver
19 "caused the termination of all of Vemma's international business without spending any
20 time to understand the business relationships and nature of the foreign operations." In fact,
21 Vemma's international business was temporarily terminated as a natural result of the
22 temporary suspension of Vemma's domestic operations. Once we determined that
23 Vemma's operations in Tempe could not be operated profitably and lawfully and
24 temporarily suspended those operations, it naturally followed that the international
25 operations would be suspended, because Vemma International Holdings, Inc. is the parent
26 company and the international operations were supported by the Tempe operations.

27 28. At paragraph 19 (b) of the Aaron Fee Declaration, he states that the Receiver
28 never gained an understanding of the "actual data" or else we would have realized that

1 92% of all 2015 sales were to persons who were not really Affiliates. This argument was
2 thoroughly analyzed and debunked by the Court in its Preliminary Injunction Order
3 (p. 4:9-21).

4 29. Finally, at paragraph 22 of the Aaron Fee Declaration, Aaron states that
5 MCA's cash flow projection prepared prior to the Court's Preliminary Injunction Order
6 still has validity. This completely ignores the Court's constraints put on Vemma's illegal
7 pyramid operations which essentially require the creation of an entirely new business
8 model and operations.

9 30. The list of the firm's regulatory engagements, attached hereto as Exhibit 2,
10 demonstrates that Robb Evans & Associates has a tremendous breadth of experience and
11 expertise as federal equity receivers in regulatory receiverships throughout the United
12 States over the last 20 years. I am unaware of any federal receiver who has been appointed
13 by more District Courts in more regulatory enforcement actions over the last 20 years than
14 Robb Evans and Robb Evans & Associates. Our firm has been repeatedly nominated for
15 appointments throughout the United States by, among others, the Federal Trade
16 Commission, Securities and Exchange Commission, and Commodity Futures Trading
17 Commission, because we have achieved consistently excellent results in maximizing
18 recovery for consumers and investors while working efficiently and cost-effectively.

19 I declare under penalty of perjury that the foregoing is true and correct and that this
20 declaration was executed this 8TH day of October 2015 at Sun Valley, California.

21
22 
23 _____
24 KENTON JOHNSON
25
26
27
28

CERTIFICATE OF SERVICE

I hereby certify that on October 8, 2015, I electronically transmitted the attached document to the Clerk’s office using the CM/ECF System for filing and transmittal of a Notice of Electronic Filing to the following CM/ECF registrants:

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Anne Dorman LeJeune
Emily B. Robinson
Jason C. Moon
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/s/ Pamela A. Coates
Pamela A. Coates

EXHIBIT 1



EXHIBIT 1

**Robb Evans & Associates LLC, Temporary Receiver of Vemma Nutrition Co. et al.
Expense Reimbursement Claim
Name: Brick Kane**

Date	Description	Actual Expense	Amount Excluded	Amount Claimed
26-Aug-15	Dinner - B. Kane & K. Johnson	\$ 24.50		\$ 24.50
28-Aug-15	Hertz Car Rental (Aug. 23 to 28, 2015)	\$ 764.12		\$ 764.12
TOTAL				<u>\$ 788.62</u>

Purpose: Receivership take-over


Claimant Date: 10-Sep-15

Check Number

Recommended by	Date
Disbursement Approval	Date
Audited by	Date

DENNY'S 6306
TEMPE, AZ
 0133a Table 19 #Party 1
 CLARA S SvrCk: 8 19:49 08/26/15
 Separate checks: 1-of-2

1 LEMONADE TEA	2.19
1 SIDE SALAD	3.49
1 CHK/SAUS QUESAD	6.99
1 CFS/EGGS, hashbrown	9.99

Sub Total: 22.66
 TAX : 1.84
 08/26 20:07 TOTAL: 24.50

Tip.....

Total.....

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CC

BRICK KANE

INITIAL CHARGES

RENT RT \$ 304.00 /WEEK @ 1 /WEEKS	\$ 304.00
SUBTOTAL 1	\$ 304.00
DISCOUNT - R 10%	\$ 30.40
VEHICLE UPGRADE \$ 40 /DY 30.00 /HR	\$ 200.00
SUBTOTAL LESS DISCOUNT	T\$ 473.60

CHARGES ADDED DURING RENTAL

LDW DECLINED	
LIS DECLINED	
PAI, PEC DECLINED	
PREM RD SVC DECLINED	
FUEL & SERVICE \$ 9.99 GALLON/TANK CAP 19.5	T\$ 73.05

* ADDITIONAL CHARGES
 CUST FAC CHG \$.00 DY

SERVICE CHARGES/TAXES

CONCESSION FEE RECOVERY 11.11%	T\$ 61.46
CNTY SURCHRG	\$ 20.95
HTZ OPER/MAINT RECV&ENERGY SUR	T\$ 6.44
Cust Facility Chg Accepted @ \$ 6.00 per day	T\$ 30.00
TAX 15.300% ON TAXABLE TTL OF \$ 644.55	\$ 98.62
TOTAL AMOUNT DUE	\$ 764.12

CHARGED ON XXXXXXXXXX

**FOR EXPLANATION OF THE ABOVE CHARGES,
 PLEASE ASK A REPRESENTATIVE OR GO TO
 WWW.HERTZ.COM/CHARGEEXPLAINED**

VEHICLE: 01195 /7798903 14 NL QX60 AWD SN
 LICENSE: CA 7DHV664
 FUEL: NOT FULL 8/8 OUT 5/8 IN
 MILEAGE IN: 36287 TR-X MILES:
 MILEAGE OUT: 36152 MILES ALLOWED:
 MILES DRIVEN: 135 MILES CHARGED:
 CDP: 62455 -UNITED AL FF DISCOUNT #

RENTED: PHOENIX-SKY HARBOR AP
 RENTAL: 08/23/15 16:53
 RETURN: 08/28/15 07:38
 RETURNED: PHOENIX-SKY HARBOR AP
 COMPLETED BY: 4637/AZPH011

PLAN IN: MCLW RATE CLASS: L
 PLAN OUT: MCLW

08/27/15 10:02 AM

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La Quinta Inn Phoenix Sky Harbor Airport
 911 SOUTH 48TH STREET
 TEMPE, AZ 85281
 480-967-4465

Kane, Brick

Folio#: 0566219228
 Room: 211
 Arrival: 08/23/15
 Departure: 08/27/15
 Returns Club No :
 Voucher/Ship/PO:

Trans #	Date	Description	Charges	Payments	Balance
905541	8/23/2015	Rm: 211 BAR - Best Available Rate	\$55.00	\$0.00	\$55.00
905542	8/23/2015	TAX - OCCUPANCY - CITY	\$3.74	\$0.00	\$58.74
905543	8/23/2015	TAX - OCCUPANCY - STATE	\$4.00	\$0.00	\$62.74
905760	8/24/2015	Rm: 211 BAR - Best Available Rate	\$55.00	\$0.00	\$117.74
905761	8/24/2015	TAX - OCCUPANCY - CITY	\$3.74	\$0.00	\$121.48
905762	8/24/2015	TAX - OCCUPANCY - STATE	\$4.00	\$0.00	\$125.48
906055	8/25/2015	Rm: 211 BAR - Best Available Rate	\$55.00	\$0.00	\$180.48
906056	8/25/2015	TAX - OCCUPANCY - CITY	\$3.74	\$0.00	\$184.22
906057	8/25/2015	TAX - OCCUPANCY - STATE	\$4.00	\$0.00	\$188.22
906345	8/26/2015	Rm: 211 BAR - Best Available Rate	\$55.00	\$0.00	\$243.22
906346	8/26/2015	TAX - OCCUPANCY - CITY	\$3.74	\$0.00	\$246.96
906347	8/26/2015	TAX - OCCUPANCY - STATE	\$4.00	\$0.00	\$250.96
906465	8/27/2015	CC PMT -	\$0.00	\$250.96	\$0.00
				Balance:	\$0.00

Signature:

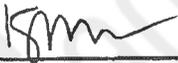
THANK YOU
 WE APPRECIATE YOUR BUSINESS

POSTED

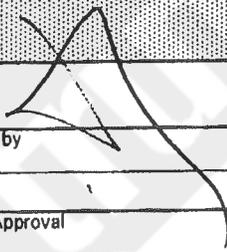
**Robb Evans & Associates LLC, Temporary Receiver of Vemma Nutrition Co, et al.
Expense Reimbursement Claim
Name: Kenton Johnson**

Date	Description	Actual Expense	Amount Excluded	Amount Claimed
23-Aug-15	Southwest Airlines (Aug. 23 & 27, 2015 Burbank-Phoenix-Burbank)			\$ 522.00
24-Aug-15	Denny's Breakfast with 9 Deputies - Prepared details for entry			\$ 113.67
27-Aug-15	La Quinta (August 23 to 27, 2015)			\$ 250.96
TOTAL				\$ 886.63

Purpose: Receivership take-over


 Claimant Date: 21-Sep-15

Check Number


 Recommended by
 Date
 Disbursement Approval
 Date
 Audited by
 Date

From: Southwest Airlines SouthwestAirlines@luv.southwest.com
 Subject: UPDATED flight reservation (HMJ59A) | 23AUG15 | BUR-PHX | Johnson/Kenton
 Date: August 21, 2015 at 4:14 PM
 To: Kenton Johnson KENTON.JOHNSON@ROBBEVANS.COM

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Check In Online Check Flight Status Change Flight Special Offer Hotel Offer Car Offer

Ready for takeoff!



Thanks for choosing Southwest® for your trip! You'll find everything you need to know about your reservation below. Happy travels!



AIR Itinerary

AIR Confirmation: HMJ59A

Confirmation Date: 08/21/2015

Passenger(s)	Rapid Rewards #	Ticket #	Expiration	Est. Points Earned
JOHNSON/KENTON	1002437623	5262136914155	Aug 20, 2016	5512

Date	Flight	Departure/Arrival
Sun Aug 23	1385	Depart BURBANK, CA (BUR) on Southwest Airlines at 11:00 AM Arrive in PHOENIX, AZ (PHX) at 12:20 PM Travel Time 1 hrs 20 mins Business Select
Fri Aug 28	363	Depart PHOENIX, AZ (PHX) on Southwest Airlines at 12:05 PM Arrive in BURBANK, CA (BUR) at 1:30 PM Travel Time 1 hrs 25 mins Business Select

52209

What you need to know to travel:

- Don't forget to check in for your flight(s) 24 hours before your trip on southwest.com or your mobile device. This will secure your boarding position on your flights.
- Southwest Airlines does not have assigned seats, so you can choose your seat when you board the plane. You will be assigned a boarding position based on your checkin time. The earlier you check in, within 24 hours of your flight, the earlier you get to board.
- WiFi, TV, and related services and amenities may vary and are subject to change based on assigned aircraft. [Learn more.](#)

Remember to be in the gate area on time and ready to board:

- 30 minutes prior to scheduled departure time: We may begin boarding as early as 30 minutes prior to your flight's scheduled departure time. We encourage all passengers to plan to arrive in the gate area no later than this time.
- 10 minutes prior to scheduled departure time: All passengers must obtain their boarding passes and be in the gate area available for boarding at least 10 minutes prior to your flight's scheduled departure time. If not, Southwest may cancel your reserved space and you will not be eligible for denied boarding compensation.

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- If you do not plan to travel on your flight: In accordance with Southwest's No Show Policy, you must notify Southwest at least 10 minutes prior to your flight's scheduled departure if you do not plan to travel on the flight. If not, Southwest will cancel your reservation and all funds will be forfeited.

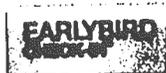
Air Cost: 522.00

Carryon Items: 1 Bag + small personal item are free. See full details. Checked Items: First and second bags fly free. Weight and size limits apply.

Fare Rule(s): 5282136914155: NONTRANSFERABLE.
 Valid only on Southwest Airlines. All travel involving funds from this Confirmation Number must be completed by the expiration date. Unused travel funds may only be applied toward the purchase of future travel for the individual named on the ticket. Any changes to this itinerary may result in a fare increase.



Learn About Our Boarding Process



Get EarlyBird Check-In® Details

Cost and Payment Summary

AIR - HMJ69A

Base Fare	\$ 459.38
Excise Taxes	\$ 34.44
Segment Fee	\$ 8.00
Passenger Facility Charge	\$ 9.00
September 11th Security Fee	\$ 11.20
Total Air Cost	\$ 522.00

Payment Information
 Payment Type: Ticket Exchange
 Date: Aug 21, 2015
 Payment Amount: \$522.00

Exchange Detail
 Aug 21, 2015 From ticket # 5282136893458 to ticket # 5282136914155



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This is a post-only mailing from Southwest Airlines. Please do not attempt to respond to this message. Your privacy is important to us. Please read our [Privacy Policy](#).

- ¹ All travel involving funds from this Confirmation Number must be completed by the expiration date.
- ² Security Fee is the government-imposed September 11th Security Fee.

See [Southwest Airlines Co. Notice of Incorporation](#)
See [Southwest Airlines Limit of Liability](#)

Southwest Airlines
P.O. Box 36647-1CR
Dallas, TX 75235

[Contact Us](#)

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DENNY'S #6306
825 S 48TH ST.
TEMPE, AZ 85281

Merchant ID: 1
Term ID: KJ04166306U07

BK
Sale *9 person*

XXXXXXXXXXXX

Entry Method: *Swiped*

Amount:	\$	93.67
Tip:	\$	20.00
Total:	\$	113.67

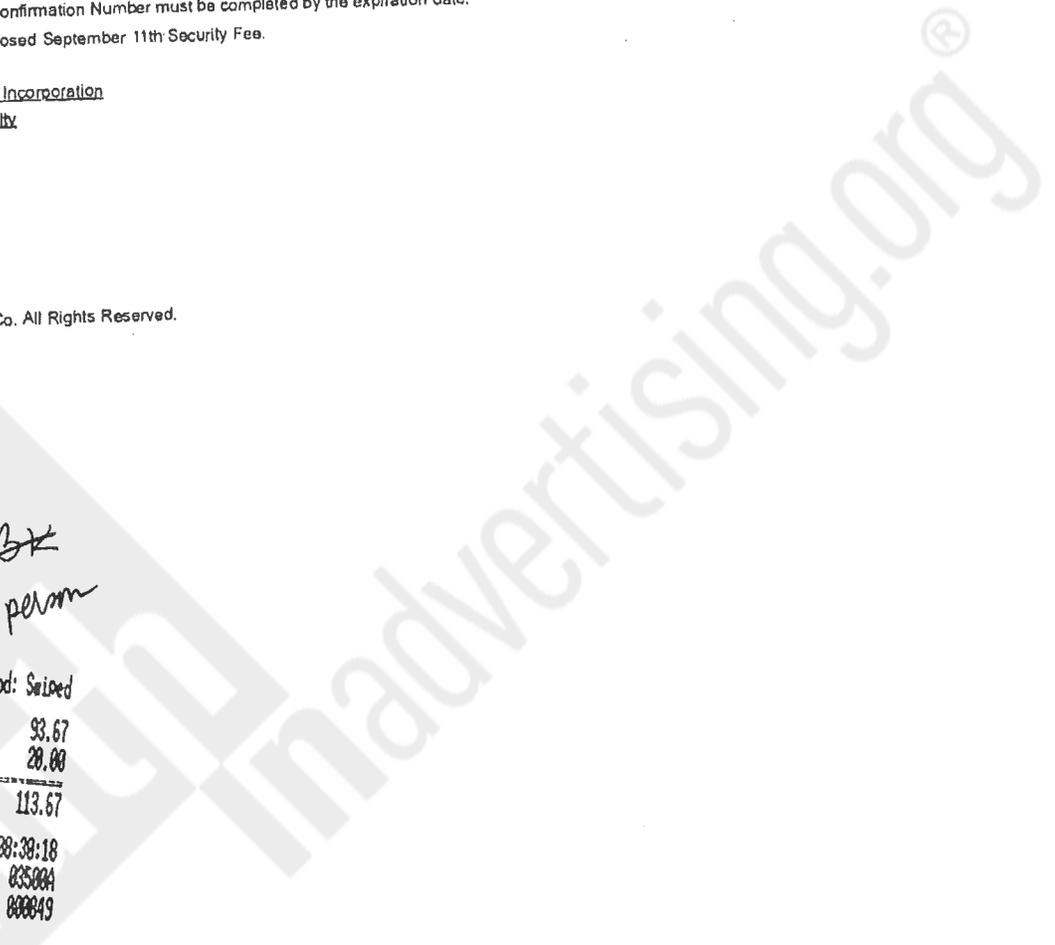
08/24/15
Trace#: 080727
Approved: Online

08:38:18
Appr Code: 03500A
Batch#: 080049

APPROVED 03500A

Breakfast
9 person - prepaid
Customer Copy

THANK YOU!
details for entry



08/27/15 10:02 AM

NiteVision 2014 R1 SP1



La Quinta Inn Phoenix Sky Harbor Airport
 911 SOUTH 48TH STREET
 TEMPE, AZ 85281
 480-967-4465

Johnson, Kenton
 x
 TEMPE, AZ 85281
 Company: L

Folio#: 0566219233
 Room: 205
 Arrival: 08/23/15
 Departure: 08/28/15
 Returns Club No :
 Voucher/Ship/PO:

Trans #	Date	Description	Charges	Payments	Balance
905532	8/23/2015	Rm: 205 BAR - Best Available Rate	\$55.00	\$0.00	\$55.00
905533	8/23/2015	TAX - OCCUPANCY - CITY	\$3.74	\$0.00	\$58.74
905534	8/23/2015	TAX - OCCUPANCY - STATE	\$4.00	\$0.00	\$62.74
905745	8/24/2015	Rm: 205 BAR - Best Available Rate	\$55.00	\$0.00	\$117.74
905746	8/24/2015	TAX - OCCUPANCY - CITY	\$3.74	\$0.00	\$121.48
905747	8/24/2015	TAX - OCCUPANCY - STATE	\$4.00	\$0.00	\$125.48
906049	8/25/2015	Rm: 205 BAR - Best Available Rate	\$55.00	\$0.00	\$180.48
906050	8/25/2015	TAX - OCCUPANCY - CITY	\$3.74	\$0.00	\$184.22
906051	8/25/2015	TAX - OCCUPANCY - STATE	\$4.00	\$0.00	\$188.22
906327	8/26/2015	Rm: 205 BAR - Best Available Rate	\$55.00	\$0.00	\$243.22
906328	8/26/2015	TAX - OCCUPANCY - CITY	\$3.74	\$0.00	\$246.96
906329	8/26/2015	TAX - OCCUPANCY - STATE	\$4.00	\$0.00	\$250.96
906464	8/27/2015	CC PMT -	\$0.00	\$250.96	\$0.00
				Balance:	\$0.00

8/31/15
 Nicole Ref 6274

Signature:

THANK YOU
 WE APPRECIATE YOUR BUSINESS

**Robb Evans & Associates LLC, Temporary Receiver of Vemma Nutrition Co. et al.
Expense Reimbursement Claim
Name: Kenton Johnson**

Date	Description	Actual Expense	Amount Excluded	Amount Claimed
28-Aug-15	Hertz Car Rental (Aug. 23 to 28, 2015)	\$ 580.24		\$ 580.24
			TOTAL	<u>\$ 580.24</u>

Purpose: Receivership take-over


 Claimant Date: 10-Sep-15

Check
Number

Recommended by	Date
	
Disbursement Approval	Date
	9-17-15
Audited by	Date

8/31/2015

Account Activity



CHASE
SLATE

CREDIT CARD (..)

Trans Date	Post Date	Type	Description	Amount
08/28/2015	08/30/2015	Sale	HERTZ RENT-A-CAR PHOENIX, AZ 850340000 US Online, Mail, or Telephone transaction	\$580.24



#01 MR RR 579405610
RES G6694378486

KENTON JOHNSON

INITIAL CHARGES

RENT RT \$ 353.00 /WEEK @ 1 /WEEKS \$ 353.00
 SUBTOTAL 1 \$ 353.00
 DISCOUNT - R 4% \$ 14.12
 SUBTOTAL LESS DISCOUNT T\$ 338.88

CHARGES ADDED DURING RENTAL

LDW DECLINED
 LIS DECLINED
 PAI, PEC DECLINED
 PREM RD SVC DECLINED
 FPO ACCEPTED T\$ 55.18
 ADDITIONAL CHARGES* T\$ 13.00
 *ADDITIONAL CHARGES
 AAO TOTAL \$ 13.00
 CUST FAC CHG \$.00 DY

SERVICE CHARGES/TAXES

CONCESSION FEE RECOVERY 11.11% T\$ 45.94
 CNTY SURCHRG \$ 15.91
 HTZ OPER/MAINT RECOVERY ENERGY SUR T\$ 6.44
 Cust Facility Chg Accepted @ \$ 6.00 per day T\$ 30.00
 TAX 15.300% ON TAXABLE TTL OF \$ 489.44 \$ 74.89
TOTAL AMOUNT DUE \$ 580.24

CHARGED ON XXXXXXXXXXXX

Gold Plus Rewards Points Earned This Rental: 407

FOR EXPLANATION OF THE ABOVE CHARGES,
 PLEASE ASK A REPRESENTATIVE OR GO TO
 WWW.HERTZ.COM/CHARGEEXPLAINED

VEHICLE: 00599 / 3034253 15 SIRTWNCTRYDVD3N
 LICENSE: TX DXX8505
 FUEL: FULL 8/8 OUT 8/8 IN
 MILEAGE IN: 27467 TR-X MILES:
 MILEAGE OUT: 27360 MILES ALLOWED:
 MILES DRIVEN: 107 MILES CHARGED:
 CDP: 1392782 - HERTZ MEMBER PROGRAM

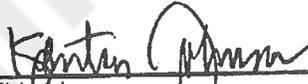
RENTED: PHOENIX-SKY HARBOR AP
 RENTAL: 08/23/15 20:00
 RETURN: 08/28/15 16:38
 RETURNED: PHOENIX-SKY HARBOR AP
 COMPLETED BY: 1630/AZPH011

PLAN IN: MCLW RATE CLASS: R
 PLAN OUT: MCLW
 FF: ZE 1

**Robb Evans & Associates LLC, Temporary Receiver of Vemma Nutrition Co. et al.
Expense Reimbursement Claim
Name: Kenton Johnson**

Date	Description	Actual Expense	Amount Excluded	Amount Claimed
16-Sep-15	Southwest Airlines (Sept. 14 & 16, 2015 Burbank-Phoenix-Burbank)			\$ 522.00
16-Sep-15	Sheraton Hotel (Sept. 14 & 15, 2015)			\$ 694.16
15-Sep-15	Sheraton Hotel - District Restaurant (Breakfast with G. Caris - discussed testimony topics for hearing)			\$ 43.71
15-Sep-15	Travel Meal - Dinner			\$ 36.00
14-Sep-15	Taxi - Phoenix Airport to Sheraton Hotel			\$ 23.80
15-Sep-15	Uber - Hotel to Court			\$ 4.08
15-Sep-15	Taxi - Court to Hotel			\$ 6.00
16-Sep-15	West Coast Transport - Sheraton Hotel to Phoenix Airport			\$ 23.10
16-Sep-15	Burbank Airport Parking (Overnight parking - Sept. 14 to 16, 2015)			\$ 46.00
TOTAL				<u>\$ 1,398.85</u>

Purpose: Travel to attend and testify at P.I. Hearing 09-15-15


 Claimant Date: 17-Sep-15

Check
Number

Recommended by _____
Date _____

Disbursement Approval _____
Date 9-17-15

Audited by _____
Date _____

Kenton Johnson

From: Southwest Airlines <SouthwestAirlines@luv.southwest.com>
Sent: Wednesday, September 9, 2015 12:12 PM
To: KENTON.JOHNSON@ROBBEVANS.COM
Subject: Flight reservation (HS4LLP) | 14SEP15 | BUR-PHX | Johnson/Kenton

Follow Up Flag: Follow up
Flag Status: Flagged

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Check In Online	Check Flight Status	Change Flight	Special Offers	Hotel Offers	Car Offers
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AIR Itinerary

AIR Confirmation: HS4LLP

Confirmation Date: 09/9/2015

Passenger(s)	Rapid Rewards #	Ticket #	Expiration	Est. Points Earned
JOHNSON/KENTON	1002437623	5262141584685	Sep 8, 2016	5512

Rapid Rewards points earned are only estimates. Visit your (MySouthwest, Southwest.com or Rapid Rewards) account for the most accurate totals - including A-List & A-List Preferred bonus points.

Date	Flight	Departure/Arrival
Mon Sep 14	438	<p><i>Travel to attend + testify at P.I. Hearing, 9/15</i></p> <p>Depart BURBANK, CA (BUR) on Southwest Airlines at 2:10 PM Arrive in PHOENIX, AZ (PHX) at 3:30 PM Travel Time 1 hrs 20 mins <u>Business Select</u></p>

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Earn Rapid Rewards Points

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Wed Sep 16 2040

Depart PHOENIX, AZ (PHX) on Southwest Airlines at 2:40 PM
 Arrive in BURBANK, CA (BUR) at 4:00 PM
 Travel Time 1 hrs 20 mins
Business Select

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- Southwest Airlines does not have assigned seats, so you can choose your seat when you board the plane. You will be assigned a boarding position based on your checkin time. The earlier you check in, within 24 hours of your flight, the earlier you get to board.
- WiFi, TV, and related services and amenities may vary and are subject to change based on assigned aircraft. [Learn more.](#)

Remember to be in the gate area on time and ready to board:

- 30 minutes prior to scheduled departure time: We may begin boarding as early as 30 minutes prior to your flight's scheduled departure time. We encourage all passengers to plan to arrive in the gate area no later than this time.
- 10 minutes prior to scheduled departure time: All passengers must obtain their boarding passes and be in the gate area available for boarding at least 10 minutes prior to your flight's scheduled departure time. If not, Southwest may cancel your reserved space and you will not be eligible for denied boarding compensation.
- If you do not plan to travel on your flight: In accordance with Southwest's No Show Policy, you must notify Southwest at least 10 minutes prior to your flight's scheduled departure if you do not plan to travel on the flight. If not, Southwest will cancel your reservation and all funds will be forfeited.

ENROLL NOW. IT'S FREE!



Air Cost: 522.00

Carryon Items: 1 Bag + small personal item are free. See full details. Checked Items: First and second bags fly free. Weight and size llmits apply.

Fare Rule(s): 5262141584685: NONTRANSFERABLE.
 Valid only on Southwest Airlines. All travel involving funds from this Confirmation Number must be completed by the expiration date. Unused travel funds may only be applied toward the purchase of future travel for the individual named on the ticket. Any changes to this itinerary may result in a fare increase.

BUR WN PHX229.67KZBP WN BUR229.67KZBP 459.34 END ZPBURPHX
 XFBUR4.5PHX4.5 AY11.20\$BUR5.60 PHX5.60



Learn About Our Boarding Process ↗



Get EarlyBird Check-In® Details ↗

Cost and Payment Summary

 AIR - HS4LLP

Base Fare	\$ 459.34	Payment Information
Excise Taxes	\$ 34.46	Payment Type: (XXXXXXXXXX)
Segment Fee	\$ 8.00	Date: Sep 9, 2015
Passenger Facility Charge	\$ 9.00	Payment Amount: \$522.00
September 11th Security Fee	\$ 11.20	
Total Air Cost	\$ 522.00	

Sheraton Phoenix Downtown Hotel
 340 North 3rd Street
 Phoenix, AZ 85004
 United States
 Tel: (602) 262-2500 Fax: (602) 262-2501



Kenton Johnson

United States

Page Number : 1
 Conf. Number : 872436
 Follo ID : A
 Guests : 2
 Room Number : 2927
 SPG Account : SPG - Axxxxxx
 Arrival Date : SEP-14-15 16:07
 Depart Date : SEP-16-15 06:34

Copy Tax Invoice

Sheraton Phoenix SEP-17-15 13:43 JANEIBA

SEP-14-15	17:01	521977820	Pool Service		21.66	
SEP-14-15	02:40	RT2927	Room Charge		299.50	
SEP-14-15	02:40	RT2927	County Tax		21.77	
SEP-14-15	02:40	RT2927	City/Local Tax		14.98	
SEP-15-15	07:56	508981490	District Restaurant	Breakfast	43.71	
SEP-15-15	03:09	RT2927	Room Charge	G. Davis + self	299.50	
SEP-15-15	03:09	RT2927	County Tax	Discussed	21.77	
SEP-15-15	03:09	RT2927	City/Local Tax	testimony topics	14.98	
SEP-16-15	06:34			for hearing.		-737.87
			For Authorization Purpose Only			
			xxxxxx			
Date	Code	Authorized				
SEP-14-15	02355C	778.7				
					** Total	737.87
					*** Balance	0.00

Continued on the next page

Sheraton Phoenix Downtown Hotel
340 North 3rd Street
Phoenix, AZ 85004
United States
Tel: (602) 262-2500 Fax: (602) 262-2501



Kenton Johnson

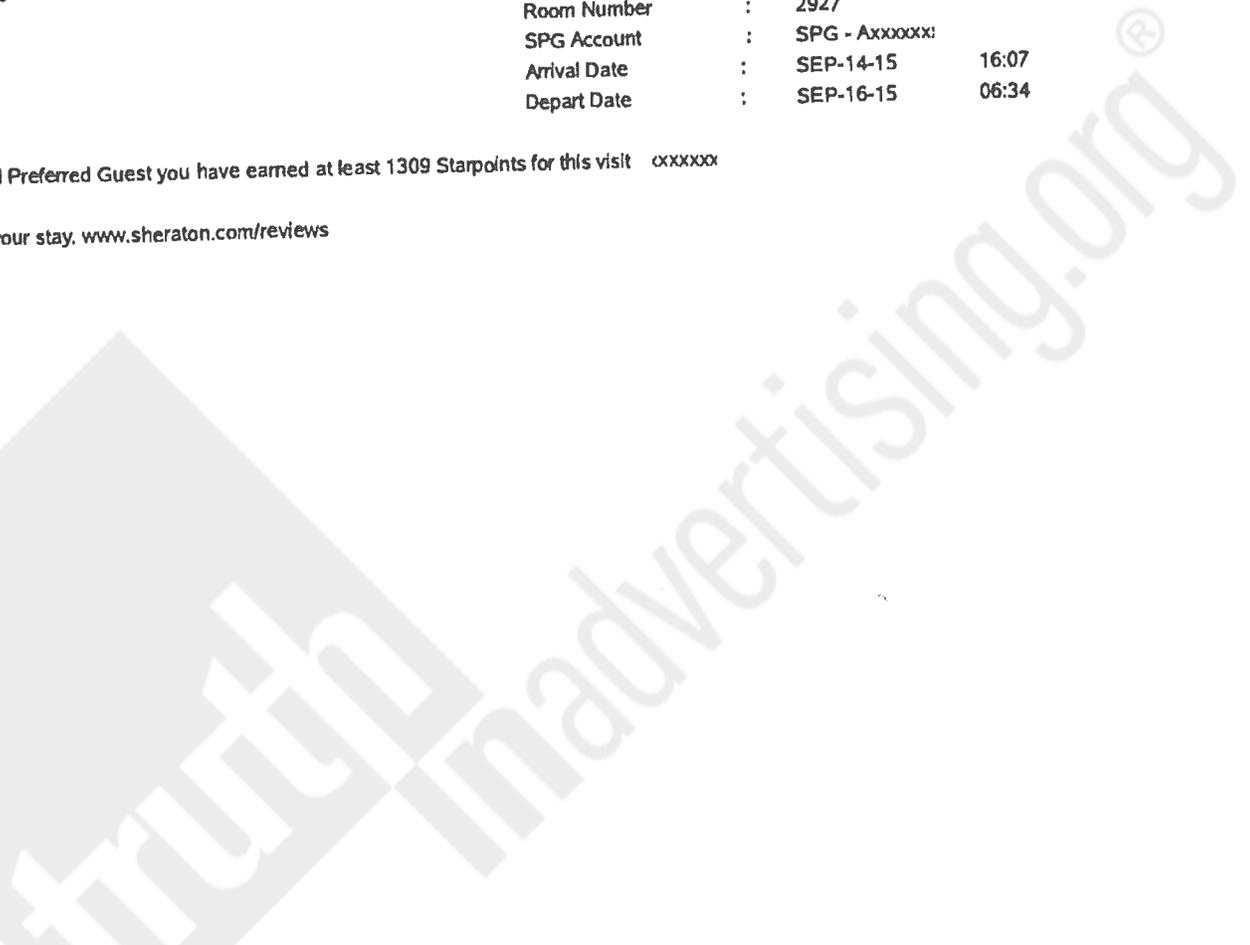
United States

Page Number	:	2	
Conf. Number	:	872436	
Folio ID	:	A	
Guests	:	2	
Room Number	:	2927	
SPG Account	:	SPG - Axxxxxx	
Arrival Date	:	SEP-14-15	16:07
Depart Date	:	SEP-16-15	06:34

As a Starwood Preferred Guest you have earned at least 1309 Starpoints for this visit xxxxxx

Tell us about your stay. www.sheraton.com/reviews

Questions regarding your folio? Please visit our website at www.spdhbilling.com



9/16/2015

Gmail - Your Tuesday evening trip with Uber



Kenton Johnson

com>

Your Tuesday evening trip with Uber

1 message

Uber Receipts <receipts.phoenix@uber.com>

Tue, Sep 15, 2015 at 5:32 PM

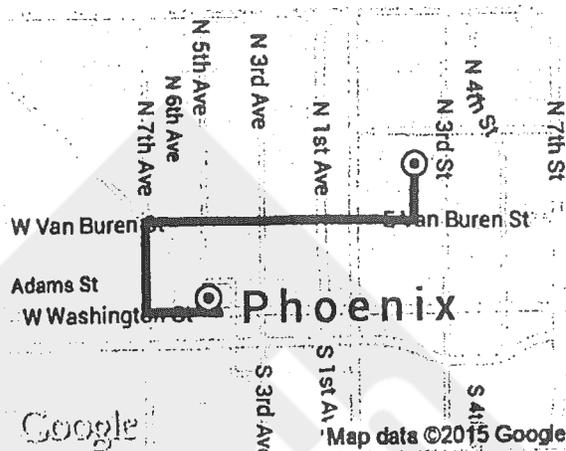
To:

UBER

SEPTEMBER 15, 2015

\$4.08

Thanks for choosing Uber, Kenton



FARE BREAKDOWN

Base Fare	1.00
Distance	1.02
Time	1.06
Subtotal	\$3.08
Safe Rides Fee (?)	1.00

CHARGED

Personal ****

\$4.08

⊙ 05:25pm
401-447 West Washington Street, Phoenix, AZ

⊙ 05:32pm
401-475 North 2nd Street, Phoenix, AZ

CAR	MILES	TRIP TIME
uberX	1.13	00:06:39



You rode with MARK

RATE YOUR DRIVER



Thank you for using Bob Hope Airport Valet
Please call 818-840-8840 if you have any questions or comments

Tick/Loc: 414945 2001
Lic/State: 4WEP330 CA
Color: Silver
Mak/ Toyota
Mod:
Gar Loc: Main Garage
Req Loc: Main Location
Arv Date: 09/14/2015 12:51
Req Date: 09/16/2015 10:00
Cashier: KioskA2 KioskA2
Total Chrg: 46.00
Customer: KENTON JOHNSON
Card:
Approval: 00652C
Exp Date: **/**
Your Receipt is Your Exit Pass

West Coast Transport
Driver for all Occasions

JAIME

24 Hrs / 7 Days
All Destinations

480 392-5555

Shretton to
Phoenix AP
LUIS - CHAUFFEUR

Mobile # 602-989-1450

Amount: \$23.10

Date: 09/16/2015

Servicio Bilingue en todo AZ.

LINCOLN

--ORIGINAL--
AAA FULL TRANSPD
480-966-8377
CAB # 0343
HACK: 114172
CUSTOMER COPY
09/14/15 TR 30
START END MILLS
15:48 16:03 6.5
FARE: \$ 18.80
EXTRA: \$ 1.00
TOLL: \$ 0.00
SRCH: \$ 0.00
TIP: \$ 4.00
TOTAL: \$ 23.80

CARD:
AUTH: 02042C

THANKS

Phoenix AP
to Shretton

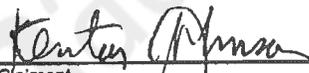
TAXI
6.00 9/15
No Receipt

Dinner while
travelling
9/15 36.00

**Robb Evans & Associates LLC, Temporary Receiver of Vemma Nutrition Co. et al.
Expense Reimbursement Claim
Name: Kenton Johnson**

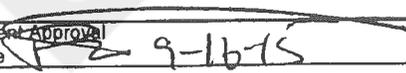
Date	Description	Actual Expense	Amount Excluded	Amount Claimed
13-Sep-15	United Airlines Additional fees/fares to change flight for Vemma Friday Deposition (Burbank - SFO - Burbank)	\$ 715.00		\$ 715.00
TOTAL				<u>\$ 715.00</u>

Purpose: Vemma Deposition


 Claimant Date: 16-Sep-15

Check Number

Recommended by	Date
Disbursement Approval	Date
Audited by	Date

 9-16-15

9/9/2015

eTicket Itinerary and Receipt



A STAR ALLIANCE MEMBER

Confirmation:
D2SSE6
Check-In >

Issue Date: September 10, 2015

Traveler JOHNSON/KENTOND	eTicket Number 0162463334200	Frequent Flyer UA-XXXX	Seats 2C/19B
------------------------------------	--	----------------------------------	------------------------

FLIGHT INFORMATION						
Day, Date	Flight	Class	Departure City and Time	Arrival City and Time	Aircraft	Meal
Fri, 11SEP15	UA5648	A	BURBANK, CA (BUR) 6:57 PM	SAN FRANCISCO, CA (SFO) 8:17 PM	CRJ-700	

Flight operated by SKYWEST AIRLINES doing business as UNITED EXPRESS.

Sun, 13SEP15	UA6245	M	SAN FRANCISCO, CA (SFO) 4:47 PM	BURBANK, CA (BUR) 6:05 PM	CRJ-700	
--------------	--------	---	------------------------------------	------------------------------	---------	--

Flight operated by SKYWEST AIRLINES doing business as UNITED EXPRESS.

FARE INFORMATION

Fare Breakdown

Airfare:	845.58USD
U.S. Transportation Tax:	63.42
U.S. Flight Segment Tax:	8.00
September 11th Security Fee:	11.20
U.S. Passenger Facility Charge:	9.00
Per Person Total:	937.20USD
eTicket Total:	937.20USD

Form of Payment:
VISA
Last Four Digits 1105

Extra Fees:

United Unrelat USD SWA	United Change ECON	United Bus Class
120	250	0
343	467	715
254	0	0
<u>717</u>	<u>714</u>	<u>715</u>
	NO Seats	2 seats

The airfare you paid on this itinerary totals: 845.58 USD

The taxes, fees, and surcharges paid total: 91.62 USD

Fare Rules: Additional charges may apply for changes in addition to any fare rules listed.

NONREF/OVALUAFTDPT/CHGFEE
Cancel reservations before the scheduled departure time or TICKET HAS NO VALUE.

Add Collect: An additional amount for the difference in fare was charged to (XXXXXXXXXXXX) Thursday, September 10, 2015. \$715.00 USD per ticket for an additional total of \$715.00 USD was collected.

Baggage allowance and charges for this itinerary.

Baggage fees are per traveler

Origin and destination for checked baggage	. 1 st bag	2 nd bag	Max wt / dim per piece
9/11/2015 Burbank, CA (BUR) to San Francisco, CA	0 00 USD	0 00 USD	70.0lbs (32.0kg) - 62.0in

9/9/2015

eTicket Itinerary and Receipt



A STAR ALLIANCE MEMBER

Confirmation:
GPTYFM
Check-In >

Issue Date: August 11, 2015

Traveler
JOHNSON/KENTOND

eTicket Number
0167672004654
0167672004655

Frequent Flyer
UA-XXXXX.
UA-XXXXX

Seats
7A/19B
7B/19A

FLIGHT INFORMATION

Day, Date	Flight	Class	Departure City and Time	Arrival City and Time	Aircraft	Meal
Fri, 11SEP15	UA6304	L	BURBANK, CA (BUR) 1:06 PM	SAN FRANCISCO, CA (SFO) 2:27 PM	CRJ-200	

Flight operated by SKYWEST AIRLINES doing business as UNITED EXPRESS.

Sun, 13SEP15	UA6245	L	SAN FRANCISCO, CA (SFO) 4:47 PM	BURBANK, CA (BUR) 6:05 PM	CRJ-700	
--------------	--------	---	------------------------------------	------------------------------	---------	--

Flight operated by SKYWEST AIRLINES doing business as UNITED EXPRESS.

FARE INFORMATION

Fare Breakdown

Airfare:	180.47USD
U.S. Transportation Tax:	13.53
U.S. Flight Segment Tax:	8.00
September 11th Security Fee:	11.20
U.S. Passenger Facility Charge:	9.00
Per Person Total:	222.20USD

Form of Payment:

VISA
Last Four Digits 1105

Original ticket

eTicket Total: 444.40USD

The airfare you paid on this itinerary totals: 360.94 USD

The taxes, fees, and surcharges paid total: 83.46 USD

Fare Rules: Additional charges may apply for changes in addition to any fare rules listed.

NONREF/OVALUAFTDPT/CHGFEE

Cancel reservations before the scheduled departure time or TICKET HAS NO VALUE.

Baggage allowance and charges for this itinerary.

Baggage fees are per traveler

Origin and destination for checked baggage	1 st bag	2 nd bag	Max wt / dim per piece
9/11/2015 Burbank, CA (BUR) to San Francisco, CA (SFO)	25.00 USD	35.00 USD	50.0lbs (23.0kg) - 62.0in (157.0cm)
9/13/2015 San Francisco, CA (SFO) to Burbank, CA	25.00	35.00	50.0lbs (23.0kg) - 62.0in

9/9/2015

Southwest Airlines - Purchase Confirmation

Español 



FLIGHT | HOTEL | CAR | SPECIAL OFFERS | RAPID REWARDS® 



Thank you for your purchase!

Burbank, CA - BUR to Oakland, CA - OAK

New Purchases in Trip

Air

Confirmation # HQ7357

Burbank, CA - BUR to Oakland, CA - OAK
Friday, September 11, 2015

Air Total: \$254.00

**Amount Paid
\$254.00**

**Trip Total
\$254.00**

SEP 11

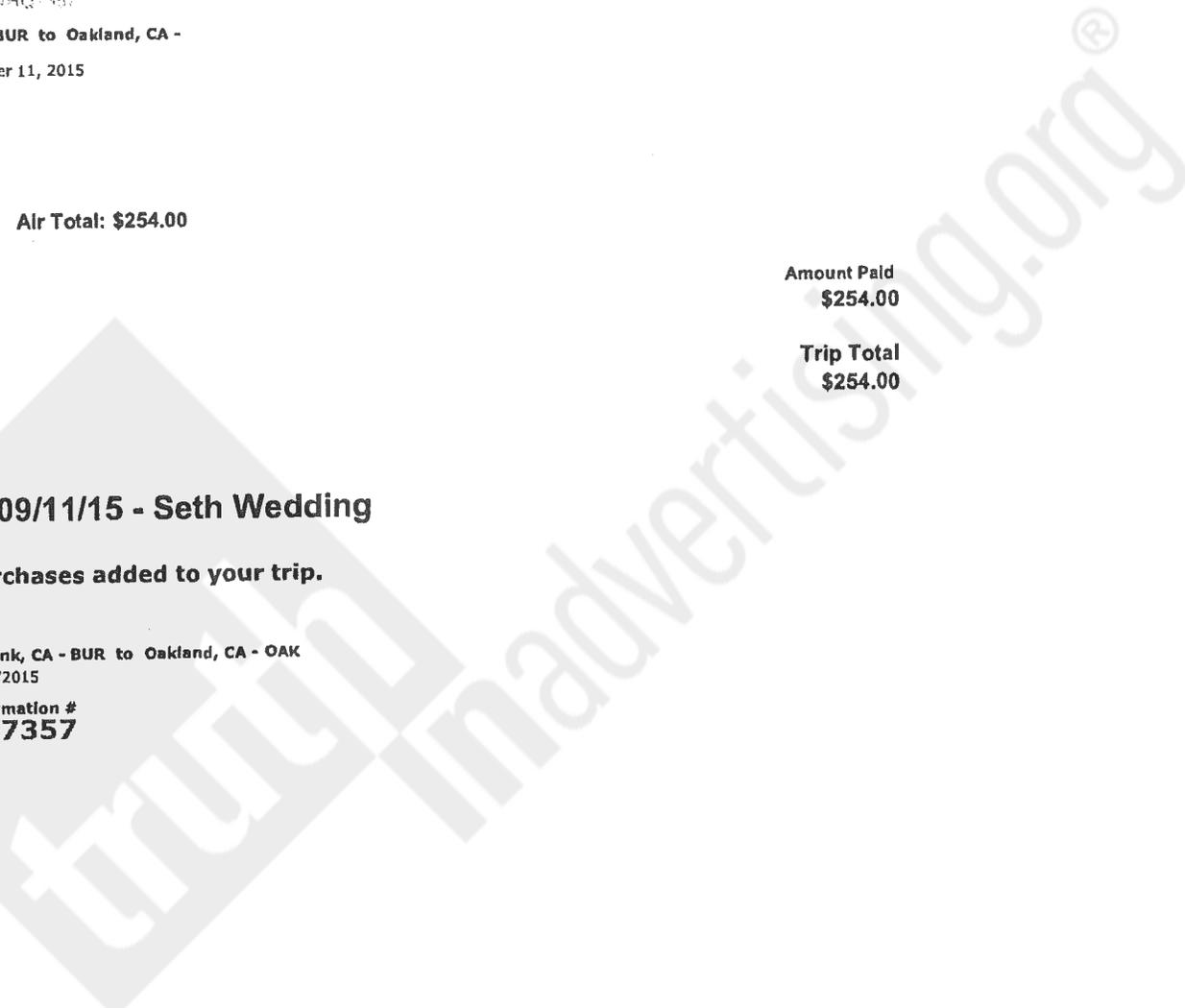
FRI 09/11/15 - Seth Wedding

New purchases added to your trip.

AIR

Burbank, CA - BUR to Oakland, CA - OAK
09/11/2015

Confirmation #
HQ7357



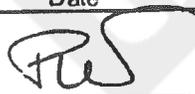
**Robb Evans, Receiver of VEMMA
Expense Reimbursement Claim
Name: Kevin Drenth**

Date	Description	Miles	Rate	Amount Claimed
24-Aug-15	Locksmith - Vemma Drilling Fee			\$300.00
27-Aug-15	Dinner - Windsor			\$20.31
28-Aug-15	Dinner - PHX Airport - Zinc Brasserie			\$36.28
30-Aug-15	Taxi - PHX to Hotel			\$16.00
30-Aug-15	Dinner - Flaming Kabob Takeout			\$33.22
01-Sep-15	Dinner - PHX Airport - Zinc Brasserie			\$24.37
01-Sep-15	Parking - Burbank Airport			\$69.00
				\$499.18


 Claimant
 Date: 15-Sep-15

Check
Number

Recommended by
Date



Disbursement Approval
Date 9-17-15 

Audited by
Date

Subject: Receipt-Locksmith4All Customer Receipt
From: Benykarmoush@gmail.com (Benykarmoush@gmail.com)
To: middi217@yahoo.com;
Date: Thursday, August 27, 2015 9:42 AM

Your credit card payment has been received by Locksmith 4 All. Below is your receipt of payment.

Transaction Details

Date: 08/24/15 21:04:38
 Merchant: Locksmith 4 All
 Type: Credit Card Sale
 Invoice #: 22551
 Amount: 300.00
 Description:
 Card Holder:
 Card Number: xxxxxxxxxxxxxxxx



callorange.com
LOCKSMITH & SECURITY
 Automotive • Residential • Commercial
 (480) 823 8222

INVOICE

No. 238

20

v8.2-ue-g-c

DATE: 08/24/15		LICENSE ID	
NAME: Coleen Callahan		LICENSE ID	
ADDRESS			
VIN #		PHONE	
YEAR	MAKE	MODEL	LICENSE PLATE
<input type="checkbox"/> CASH	APPROVAL	PAY TO COMPANY	INDEPENDENT CONTRACTOR N.
<input type="checkbox"/> CHECK			
<input type="checkbox"/> CARD			

QTY	DESCRIPTION	PRICE	AMOUNT
1	Service Call	49.00	
2	Monthly Monitoring Fee		
3	3x drilling	300.00	
4	10x Best lock	299.00	2990
5			
6	10x 1/2 key	39.00	390
7			
8	1/2x key	15.00	60.00
9			
10	1/2x 1/2 key	120.00	480.00
11			
12	#02303C		
13	#024178		
14			

AUTHORIZATION for security / emergency services. I hereby certify that I have the authority to order the lock, key or security work designated above. Further, I agree to absolve the technician who bears this authorization, and the companies mentioned below, from any and all claims arising from the performance of such work. CallOrange.com is owned by CallOrange.com LLC. CallOrange.com LLC is a promotion company. 24/7 Pro Locksmith, LLC is a locksmith and alarm company. All jobs are performed by technicians who are independent contractors. 24/7 Pro Locksmith, LLC and CallOrange.com LLC are not the entities performing the work. Limited warranty on parts may be provided by the technician.

SUBTOTAL	
TAX	420
TOTAL	2000

CUSTOMER SIGNATURE X *OK OHH*



Transaction Details
Prepared for
Kevin A Drenth
Account Number

Blue Sky / August 15, 2015 to September 13, 2015

Date	Description	Amount
Sep 01 2015	GRUBHUB SEAMLESS #775857878 IL	\$33.22
Doing Business As: GRUBHUB 2211 N ELSTON AVE STE 400 CHICAGO IL 60614-6280 UNITED STATES Additional Information: RESTAURANT Reference: 320152450291890530 Category: Restaurant-Restaurant		Transaction Details RESTAURANT

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From May / August 14, 2015 to September 14, 2015

1. [Redacted]
2. [Redacted]
3. [Redacted]
4. [Redacted]
5. [Redacted]
6. [Redacted]
7. [Redacted]
8. [Redacted]
9. [Redacted]
10. [Redacted]
11. [Redacted]
12. [Redacted]
13. [Redacted]
14. [Redacted]
15. [Redacted]
16. [Redacted]
17. [Redacted]
18. [Redacted]
19. [Redacted]
20. [Redacted]
21. [Redacted]
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32. [Redacted]
33. [Redacted]
34. [Redacted]
35. [Redacted]
36. [Redacted]
37. [Redacted]
38. [Redacted]
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42. [Redacted]
43. [Redacted]
44. [Redacted]
45. [Redacted]
46. [Redacted]
47. [Redacted]
48. [Redacted]
49. [Redacted]
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56. [Redacted]
57. [Redacted]
58. [Redacted]
59. [Redacted]
60. [Redacted]

truth in advertising.org®

SSP America
Zinc Brasserie
PHX Sky Harbor Airport
Terminal 4

Windsor

Server: Alexa
08:53 PM
Table 101/1

DOB: 08/27/2015
08/27/2015
3/30180

13053 Lauren T

Tbl 102/1 Chk 6924 Gst 0
Aug28'15 06:19PM

SALE

4194357

Eat In
1 Chx Paillard 19.50
1 Zinc Fries 7.00
1 FP Hop Knot 7.00

Card #XXXXXXXXXX
Magnetic card present: DRENTH KEVIN A
Card Entry Method:

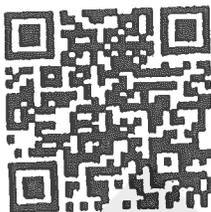
Approval: 594895

Subtotal 33.50
Tax 2.78
07:28PM Total 36.28

Amount: \$ 23.55

+ Tip: _____

= Total: _____



I agree to pay the above
total amount according to the
card issuer agreement.

X. _____

Win an iPad Mini
Scan the QR code or go to the
website to tell us about your
visit and enter our prize draw
See website for T&C
www.eatonthemove.com/US

Customer Copy

LOCATION: 6301369

Or please call us 1 877 325 8777

--COPY--
AAA FULL TRANSP
480-966-8377
CAB # 0165
HACK: 195648
CUSTOMER COPY
08/30/15 TR 354
START END MILES
21:21 21:22 0.0
FARE: \$ 16.00
EXTRA: \$ 0.00
TOLL: \$ 0.00
SRCH: \$ 0.00
TIP: \$ 0.00
TOTAL: \$ 16.00
CARD: 595033
AUTH:

THANKS

SSP America
Zinc Brasserie
PHX Sky Harbor Airport
Terminal 4

Date: Sep01'15 07:36PM
Card Type:
Acct #: XXXXXXXXXXXX
Card Entry: SWIPED
Trans Type: PURCHASE
Trans Key: III000197399520
Auth Code: 515763
Check: 8627
Table: 115/1
Server: 13066 Corey H

Subtotal: 24.37

Tip: 4.-----

Total: 28.37-----

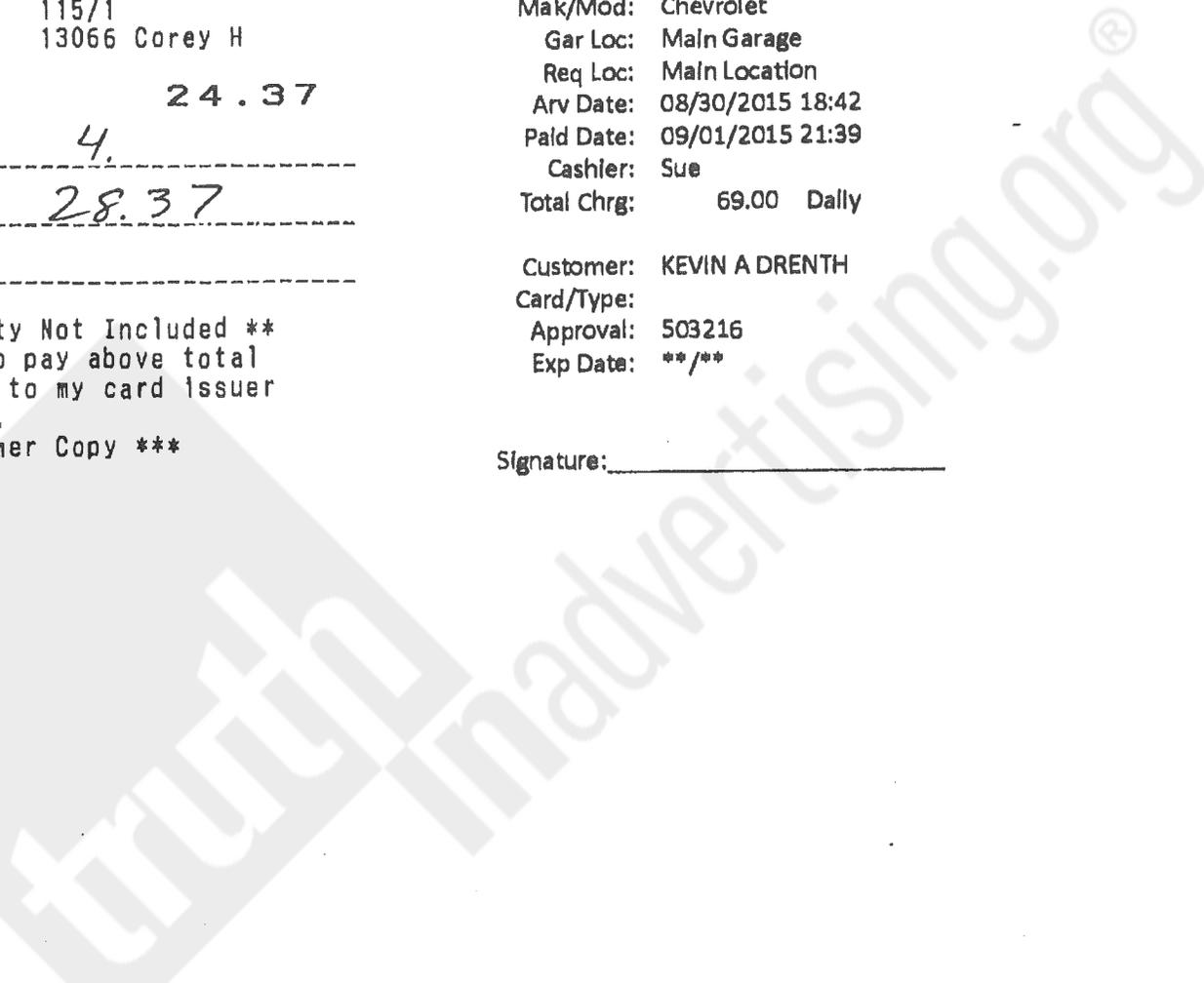
Signature
** Gratuity Not Included **
I agree to pay above total
according to my card issuer
agreement.
*** Customer Copy ***

Thank you for using Bob Hope Airport
Valet
Please call 818-840-8840 if you have any
questions or comments

Ticket/Loc: 409279 7207
Lic/State: 6CZR505 CA
Color: Black
Mak/Mod: Chevrolet
Gar Loc: Main Garage
Req Loc: Main Location
Arv Date: 08/30/2015 18:42
Paid Date: 09/01/2015 21:39
Cashier: Sue
Total Chrg: 69.00 Dally

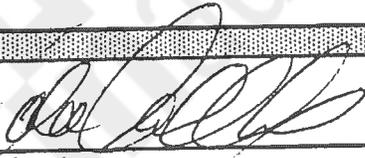
Customer: KEVIN A DRENTH
Card/Type:
Approval: 503216
Exp Date: **/**

Signature: _____



**Robb Evans, Temporary Receiver of VEMMA
Expense Reimbursement Claim
Name: Coleen Callahan**

Date	Description	Miles	Rate	Amount Claimed
24-Aug-15	Airfare - C. Callahan & K. Drenth - Burbank/Phoenix round trip			\$1,044.00
27-Aug-15	Hotel - C. Callahan			\$125.48
27-Aug-15	Parking - C. Callahan - Burbank Airport			\$69.00
27-Aug-15	(8/25/15)Change Locks at site - initial charge			\$3,969.00
29-Aug-15	(8/25/15) Adjust Security System			\$145.00
31-Aug-15	Airfare - K. Drenth - Burbank/Phoenix round trip			\$522.00
31-Aug-15	Hotel - K. Drenth			\$313.70
03-Sep-15	Airfare - C. Callahan - LAX/Phoenix round trip			\$522.00
03-Sep-15	Hotel - K. Drenth			203.05
03-Sep-15	Taxi - Phoenix Airport to Hotel			\$ 16.00
05-Sep-15	Hotel - C. Callahan			112.93
07-Sep-15	Parking - C. Callahan - LAX			47.05
				\$7,042.16


Claimant
Date: 17-Sep-15

Check Number

Recommended by
Date



Disbursement Approval
Date 9-17-15

Audited by
Date



Customer Service 1-800-955-7070
www.capitalone.com

Aug. 18 - Sep. 17, 2015 31 Days in Billing Cycle

Account ending in
NEW BALANCE **MINIMUM PAYMENT** **DUE DATE**



Revolving Credit Limit: Cash Advance Credit Limit:
Available Revolving Credit: Available Credit for Cash Advances:

MINIMUM PAYMENT WARNING: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

Payment Amount Each Period If No Additional Charges Are Made	Approximate Time to Pay Off Statement Balance	Estimated Total Cost
Minimum Payment	23 Years	\$

Your estimated savings if you pay off this balance in 3 years:

If you would like information about credit counseling services, call 1-888-326-8055.

LATE PAYMENT WARNING: If we do not receive your minimum payment by your due date, you may have to pay a late fee of up to \$35.00 and your APRs may be increased up to the Penalty APR of 29.40%.

Previous Balance	-	Payments and Credits	+	Fees and Interest Charged	+	Transactions	=	New Balance
------------------	---	----------------------	---	---------------------------	---	--------------	---	-------------

TRANSACTIONS

PAYMENTS, CREDITS & ADJUSTMENTS FOR COLEEN M CALLAHAN

TRANSACTIONS FOR COLEEN M CALLAHAN

21 AUG SOUTHWES 5262136899916800-435-9792TX TK#: 5262136899916 PSGR: DRENTH/KEVIN ORIG: BUR, DEST: PHX CARRIER: WN SVC: K ORIG: PHX, DEST: BUR S/O: O CARRIER: WN SVC: K	\$1,044.00
24 AUG LOCKSMITH 4 ALLTEMPEAZ	\$3,969.00
25 AUG BOB HOPE AIRPORTBURBANKCA	\$69.00
25 AUG LA QUINTA INNS 0566TEMPEAZ ARRIVE: 08/25/15	\$125.48

Transactions continue on page 2

REWARDS INFORMATION

PREVIOUS AVAILABLE REWARDS BALANCE
REWARDS EARNED THIS PERIOD
(reflects transactions posted during this billing cycle)
AVAILABLE BALANCE AS OF 09/17/2015

For up-to-date rewards tracking, visit
www.capitalone.com
or simply call 1-800-228-3001



INTEREST CHARGE CALCULATION

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
Purchases	15.65% D	\$0.00	\$0.00
Cash Advances	24.90% D	\$0.00	\$0.00

P,L,D,F = Variable Rate. See reverse of page 1 for details

PLEASE RETURN PORTION BELOW WITH PAYMENT OR LOG ON TO WWW.CAPITALONE.COM TO MAKE YOUR PAYMENT ONLINE.



Account ending in

Due Date	New Balance	Minimum Payment	Amount Enclosed
----------	-------------	-----------------	-----------------

PLEASE PAY AT LEAST THIS AMOUNT

COLEEN M CALLAHAN



LESS WASTE!

Since you haven't been sending your payments by mail for the past year, we'll stop sending those pesky envelopes. You can continue to eliminate waste by signing up for paperless statements at www.capitalone.com.

400022

Capital One Bank (USA), N.A.
P.O. Box 60577
City of Industry, CA 91716-0577





Customer Service 1-800-955-7070
www.capitalone.com

Aug. 18 - Sep. 17, 2015 31 Days in Billing Cycle

Account ending in
NEW BALANCE **MINIMUM PAYMENT** **DUE DATE**

Revolving Credit Limit: \$30,000.00
Available Revolving Credit: \$20,893.79
Cash Advance Credit Limit: \$15,000.00
Available Credit for Cash Advances: \$15,000.00

Previous Balance - Payments and Credits + Fees and Interest Charged + Transactions = New Balance

TRANSACTIONS CONTINUED

TRANSACTIONS FOR COLEEN M CALLAHAN #8221 (CONTINUED)

27 AUG DAKDTA SECURITY SYSTEMS800-3655625SD	\$145.00
28 AUG LA QUINTA INNS 0566TEMPEAZ ARRIVE: 08/23/15	\$313.70
28 AUG SOUTHWES 5262138597244800-435-9792TX TK#: 5262138597244 PSGR: DRENTH/KEVIN ORIG: BUR, DEST: PHX CARRIER: WN SVC: K ORIG: PHX, DEST: BUR S/O: O CARRIER: WN SVC: K	\$522.00
01 SEP SOUTHWES 5262139605940800-435-9792TX TK#: 5262139605940 PSGR: CALLAHAN/COLEEN ORIG: LAX, DEST: PHX CARRIER: WN SVC: K ORIG: PHX, DEST: LAX S/O: O CARRIER: WN SVC: K	\$522.00
02 SEP SQ *TAXI AIRPORTTempeAZ	\$16.00
02 SEP SPRINGHILL SUITES AIRPTEMPEAZ ARRIVE: 09/02/15	\$203.05
04 SEP SPRINGHILL SUITES AIRPTEMPEAZ ARRIVE: 09/04/15	\$112.93
04 SEP WALLYPARK- LAXLOS ANGELESCA	\$47.05

TOTALS YEAR TO DATE

Total Fees This Year
Total Interest This Year

Total for Coleen M Callahan .

▶ Total Transactions This Period

FEES

Total Fees This Period

INTEREST CHARGED

Total Interest This Period

Robb Evans & Associates LLC
Case: VEMMA
Carl DeCius

Date	Description	Miles	Rate	Amount Claimed
21-Aug-15	R/T airfare Reno/Phoenix			\$1,007.00
23-Aug-15	Meal			\$8.29
24-Aug-15	Meal			\$4.32
28-Aug-15	Lodging (8/23/15-8/28/15)			\$313.70
				<u>\$1,333.31</u>

Carl DeCius
 Claimant
 28-Aug-15

Check Number

Recommended by	
Date	
<i>RE</i>	
Disbursement Approval	
Date	<i>9-1-15</i>
Audited by	
Date	

Carl DeCius

From: American Airlines@aa.com <notify@aa.globalnotifications.com>
Sent: Friday, August 21, 2015 3:16 PM
To: CARL_DECIOUS@ROBBEVANS.COM
Subject: E-Ticket Confirmation-BAYSNG 23AUG

American Airlines



[Reservations](#) [Redeem Miles](#) [My Account](#) [Deals](#)



eTicket Itinerary & Receipt Confirmation

Ticket Issued: Aug 21, 2015

Carl R Decius,

Thank you for choosing American Airlines / American Eagle, a member of the oneworld® Alliance. Below are your itinerary and receipt for the ticket(s) purchased. Please print and retain this document for use throughout your trip.

You may check in and obtain your boarding pass for U.S. domestic electronic tickets within 24 hours of your flight time online at AA.com by using www.aa.com/checkin or at a Self-Service Check-In machine at the airport. Check-in options may be found at www.aa.com/options. For information regarding American Airlines checked baggage policies, please visit www.aa.com/baggageinfo.

For faster check-in at the airport, scan the barcode below at any AA Self-Service machine.

You must present a government-issued photo ID and either your boarding pass or a priority verification card at the security screening checkpoint.

You can now Manage Your Reservation on aa.com, where you can check in and purchase additional items to customize your journey. A variety of seating options are also available for purchase to enhance your travel with features such as convenient front of cabin location, extra legroom and early boarding.

As American and US Airways merge, many changes are taking place at our airport locations. Visit Find Your Way to assist with your journey.

Flight notifications on the go. Update and receive notifications »



Earn 35,000 bonus miles and a free checked bag. Learn more »

Up to 35% off plus 500 AAdvantage® bonus miles.



[Book a Hotel »](#)



[Book a Car »](#)



[Buy Trip Insurance »](#)

Carl DeCius

From: American Airlines@aa.com <notify@aa.globalnotifications.com>
Sent: Friday, August 21, 2015 2:32 PM
To: CARL_DECIUS@ROBBEVANS.COM
Subject: AA eTDS Notification-BAYSNG



Reservations Redeem Miles My Account Deals



Miscellaneous Receipt

Issued: Aug 21, 2015

American Airlines
Record Locator

BAYSNG



Flight notifications on the go. Update and receive notifications »

Carl R Decius,

This is your receipt for ChoiceSeats, standard seats toward the front of the main cabin, on your flight operated by US Airways.

Go to usaairways.com to make changes to your seats or flights.

AVIS

Up to 35% off plus up to 5,000 AAdvantage® bonus miles. [Learn more »](#)



Earn up to 40,000 bonus miles and a free checked bag. [Apply now »](#)



[Book a Hotel »](#)



[Book a Car »](#)



[Buy Trip Insurance »](#)

Budget

Up to 30% off plus up to 3,000 AAdvantage® bonus miles. [Start now »](#)

Receipt

Passenger	Document #	Description	Amount	Tax	Total
Carl Decius	0372185040484	CHOICE SEATS/RNO-PHX	45.59 USD	3.41	49.00 USD
Carl Decius	0372185040485	CHOICE SEATS/PHX-RNO	34.42 USD	2.58	37.00 USD

08/28/15 10:12 AM



La Quinta Inn Phoenix Sky Harbor Airport
 911 SOUTH 48TH STREET
 TEMPE, AZ 85281
 480-967-4465

Decius, Carl

TEMPE, AZ 85281

Company: L

Folio#: 0566219231

Room: 223

Arrival: 08/23/15

Departure: 08/28/15

Returns Club No :

Voucher/Ship/PO:

Trans #	Date	Description	Charges	Payments	Balance
905565	8/23/2015	Rm: 223 BAR - Best Available Rate	\$55.00	\$0.00	\$55.00
905566	8/23/2015	TAX - OCCUPANCY - CITY	\$3.74	\$0.00	\$58.74
905567	8/23/2015	TAX - OCCUPANCY - STATE	\$4.00	\$0.00	\$62.74
905787	8/24/2015	Rm: 223 BAR - Best Available Rate	\$55.00	\$0.00	\$117.74
905788	8/24/2015	TAX - OCCUPANCY - CITY	\$3.74	\$0.00	\$121.48
905789	8/24/2015	TAX - OCCUPANCY - STATE	\$4.00	\$0.00	\$125.48
906085	8/25/2015	Rm: 223 BAR - Best Available Rate	\$55.00	\$0.00	\$180.48
906086	8/25/2015	TAX - OCCUPANCY - CITY	\$3.74	\$0.00	\$184.22
906087	8/25/2015	TAX - OCCUPANCY - STATE	\$4.00	\$0.00	\$188.22
906369	8/26/2015	Rm: 223 BAR - Best Available Rate	\$55.00	\$0.00	\$243.22
906370	8/26/2015	TAX - OCCUPANCY - CITY	\$3.74	\$0.00	\$246.96
906371	8/26/2015	TAX - OCCUPANCY - STATE	\$4.00	\$0.00	\$250.96
906653	8/27/2015	Rm: 223 BAR - Best Available Rate	\$55.00	\$0.00	\$305.96
906654	8/27/2015	TAX - OCCUPANCY - CITY	\$3.74	\$0.00	\$309.70
906655	8/27/2015	TAX - OCCUPANCY - STATE	\$4.00	\$0.00	\$313.70
906742	8/28/2015	CC PMT -	\$0.00	\$313.70	\$0.00
				Balance:	\$0.00

Signature:

THANK YOU
 WE APPRECIATE YOUR BUSINESS

DENNY'S 6306
TEMPE, AZ
0149a Table 998 #Party 1
 CHARLIE W SvrCk: 22 21:45 08/24/15

1 WATER 0.00
 1 VALUE SLAM 4.00
 2 MEMO,NO PANCAKES,TURKEY BACON 0.00

Sub Total: 4.00
 TX1 : 0.32
 08/24 21:58 **TOTAL: 4.32**

Tip.....

Total.....

Thanks for visiting!

We value your Opinion
 Go To www.DENNYSLISTENS.COM
 or Call 1-858-260-6011
 within 3 days and tell us
 about your dining experience.
FREE \$2 STACK OF PANCAKES
 on your next visit with a
 beverage purchase and a chance to
WIN \$1,000.00

Survey Code: 6306
 No substitutions
 Receipt must be attached.
 Complete rules and eligibility at
www.DennysListens.com



	AMT-TEND	CHANGE	TALLY
CASH	5.00	0.00	
CASH/PAIDOUT		0.68	4.32

			4.32

08/24/15 21:58

CLARA S

DENNY'S 6306
TEMPE, AZ
0184a Table 998 #Party 1
 CLARA S SvrCk: 9 20:20 08/23/15

1 BYO GRD SLAM, 2 bacon, scr, ham,
 hearty sausage 7.67
 2 NO BEV 0.00
 1 TO GO 0.00

Sub Total: 7.67
 TX1 : 0.62
 08/23 20:21 **TOTAL: 8.29**

Tip.....

Total.....

Thanks for visiting!

We value your Opinion
 Go To www.DENNYSLISTENS.COM
 or Call 1-858-260-6011
 within 3 days and tell us
 about your dining experience.
FREE \$2 STACK OF PANCAKES
 on your next visit with a
 beverage purchase and a chance to
WIN \$1,000.00

Survey Code: 6306
 No substitutions
 Receipt must be attached.
 Complete rules and eligibility at
www.DennysListens.com



	AMT-TEND	CHANGE	TALLY
CASH	10.00	0.00	
CASH/PAIDOUT		1.71	8.29

			8.29

08/23/15 20:21

CLARA S

**Robb Evans, Receiver of Vemma
Expense Reimbursement Claim
Name: Flora Jen & Tiffany Chung**

Date	Description	Miles	Rate	Amount Claimed
21-Aug-15	Airline Ticket fr/to Burbank/Phoenix			\$ 1,044.00
25-Aug-15	Breakfast (C. DeCius, F. Jen & T. Chung)			8.74
25-Aug-15	Dinner (K. Drenth, C. DeCius, T. Chung & F. Jen)			72.00
26-Aug-15	Breakfast (C. DeCius, F. Jen & T. Chung)			8.92
26-Aug-15	Dinner (K. Drenth, C. DeCius, T. Chung & F. Jen)			148.01
27-Aug-15	Hotel - Shared One Room (8/23/15 to 8/27/15)			250.96
25-Aug-15	4 Portable Backup Drive			508.03
22-Aug-15	T-Mobil Hotspot			50.00
				<u>\$ 2,090.66</u>


 Claimant _____ Date: 10-Sep-15

Check Number

Recommended by _____
 Date _____

 Disbursement Approval _____
 Date 9-11-15
 Audited by _____
 Date _____

<https://online.americanexpress.com/myca/shared/summary/estatement...>

Transaction Details Prepared for
Flora Jen
Account Number
[REDACTED]

DATE	DESCRIPTION	AMOUNT
AUG21 2015	SW AIR DALLAS TX	\$522.00

Doing business as:
SOUTHWEST AIRLINES
PO BOX 36611
DALLAS
TX
75235
UNITED STATES

Additional Information: 7900160172 (214) 792 - 4223
SOUTHWEST AIRLINES (MASTE
Reference: 320152340105409858
Category: Travel - Airline

Flight Details

BURBANK  PHOENIX SKY HARBOR
PHOENIX SKY HARBOR  BURBANK

Passenger Name: JEN/FLORA
Date of Departure: 08/23
Ticket Number: 5262136903999
Document Type: PASSENGER TICKET

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<https://online.americanexpress.com/myca/shared/summary/estatement...>

Transaction Details Prepared for
Tiffany Chung
Account Number

DATE	DESCRIPTION	AMOUNT
AUG21 2015	SW AIR DALLAS TX	\$522.00

Doing business as:
SOUTHWEST AIRLINES
PO BOX 38811
DALLAS
TX
75235
UNITED STATES

Additional Information: SOUTHWEST AIRLINES (MASTE
Reference: 32015234010517770
Category: Travel - Airline

Flight Details

BURBANK ✈ PHOENIX SKY HARBOR
PHOENIX SKY HARBOR ✈ BURBANK

Ticket Number: 5262138905888
Date of Departure: 08/23
Passenger Name: CHUNG/TIFFANY
Document Type: PASSENGER TICKET

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<https://online.americanexpress.com/myca/shared/summary/estatement...>

Transaction Details Prepared for
Tiffany Chung
Account Number
[REDACTED]

DATE	DESCRIPTION	AMOUNT
AUG28 2015	DUNKIN #304991 QTEMPE AZ	\$8.74

Doing business as:

DUNKIN' DONUTS

1335 W UNIVERSITY DR

TEMPE

AZ

852813353

UNITED STATES

Additional Information: 08250001188 480-858-9280

480-858-9280

Reference: 320152380172059837

Category: Restaurant - Bar & Café

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<https://online.americanexpress.com/myca/shared/summary/estatement...>



Transaction Details Prepared for
Flora Jen
Account Number
[REDACTED]

DATE	DESCRIPTION	AMOUNT
AUG26 2015	CORNISH PASTY CO 000TEMPE AZ	\$72.00

Doing business as:
CORNISH PASTY
960 W UNIVERSITY DR # 103
TEMPE
AZ
85281
UNITED STATES

Additional Information: 04000018088 4808948261
4808948261
Reference: 320152380189224681
Category: Restaurant - Restaurant

Transaction Details
Description
REFER TO RECEIPT

Dinner

K. Drent h

C. Decius

T. Chung

F. Jen

truthinadvertising.org®

<https://online.americanexpress.com/myca/shared/summary/estatement...>

Transaction Details Prepared for
Tiffany Chung
Account Number [REDACTED]

DATE	DESCRIPTION	AMOUNT
AUG26 2015	STARBUCKS #02837 TEMTempe AZ	\$8.92

Doing business as:

STARBUCKS COFFEE
871 W. UNIVERSITY DRIVE
UNIVERSITY & HARDY, TEMPE
TEMPE
AZ
85281
UNITED STATES

Additional Information: OPSVCG Tempe
Tempe

Reference: 320152380167158171
Category: Restaurant - Bar & Café

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Transaction Details Prepared for
Tiffany Chung
 Account Number

DATE	DESCRIPTION	AMOUNT
AUG26 2015	RUSTLERS ROOSTE 6500PHOENIX AZ	\$53.97

Doing business as:
RUSTLER'S ROOSTE
 8383 S 48TH ST
 PHOENIX
 AZ
 85044-5302
 UNITED STATES

Transaction Details
 TP

\$8.00

Additional Information: 10156320150 6026976797
 6026976797
 Reference: 320152390183074018
 Category: Restaurant - Restaurant

Transaction Details Prepared for
Flora Jen
 Account Number

DATE	DESCRIPTION	AMOUNT
AUG26 2015	RUSTLERS ROOSTE 6500PHOENIX AZ	\$114.69

Doing business as:
RUSTLER'S ROOSTE
 8383 S 48TH ST
 PHOENIX
 AZ
 85044-5302
 UNITED STATES

Transaction Details
 TP

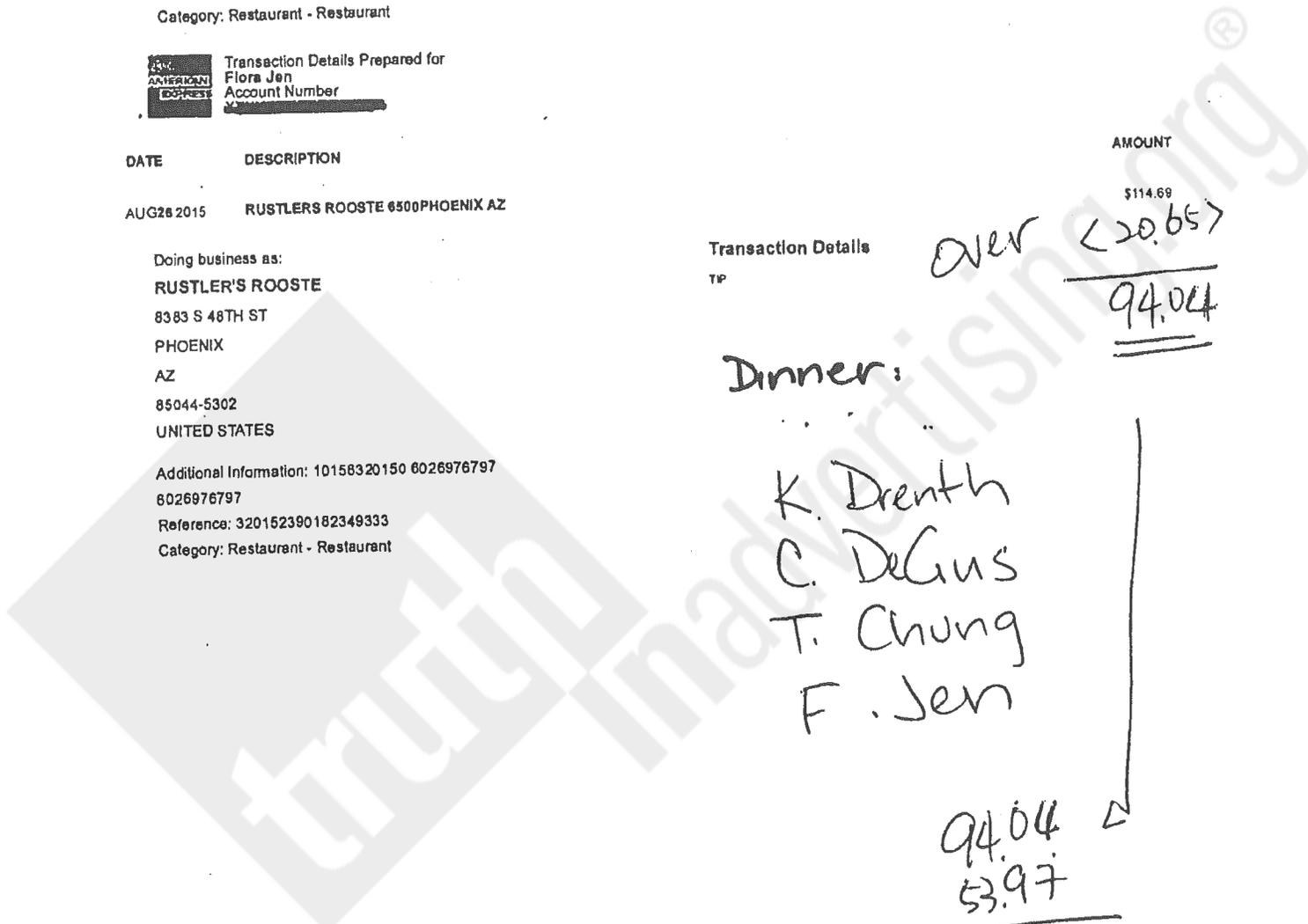
over $\langle 20.65 \rangle$
94.04

Dinner:

*K. Drenth
 C. DeGus
 T. Chung
 F. Jen*

*94.04
 53.97*

Total 148.01



NiteVision 2014 R1 SP1

08/27/15 11:07 AM



La Quinta Inn Phoenix Sky Harbor Airport
 911 SOUTH 48TH STREET
 TEMPE, AZ 85281
 480-967-4465

Jen, Flora
 x
 TEMPE, AZ 85281
 Company: L

Folio#: 0566219235
 Room: 234
 Arrival: 08/23/15
 Departure: 08/27/15
 Returns Club No :
 Voucher/Ship/PO:

Trans #	Date	Description	Charges	Payments	Balance
905580	8/23/2015	Rm: 234 BAR - Best Available Rate	\$55.00	\$0.00	\$55.00
905581	8/23/2015	TAX - OCCUPANCY - CITY	\$3.74	\$0.00	\$58.74
905582	8/23/2015	TAX - OCCUPANCY - STATE	\$4.00	\$0.00	\$62.74
905808	8/24/2015	Rm: 234 BAR - Best Available Rate	\$55.00	\$0.00	\$117.74
905809	8/24/2015	TAX - OCCUPANCY - CITY	\$3.74	\$0.00	\$121.48
905810	8/24/2015	TAX - OCCUPANCY - STATE	\$4.00	\$0.00	\$125.48
906100	8/25/2015	Rm: 234 BAR - Best Available Rate	\$55.00	\$0.00	\$180.48
906101	8/25/2015	TAX - OCCUPANCY - CITY	\$3.74	\$0.00	\$184.22
906102	8/25/2015	TAX - OCCUPANCY - STATE	\$4.00	\$0.00	\$188.22
906387	8/26/2015	Rm: 234 BAR - Best Available Rate	\$55.00	\$0.00	\$243.22
906388	8/26/2015	TAX - OCCUPANCY - CITY	\$3.74	\$0.00	\$246.96
906389	8/26/2015	TAX - OCCUPANCY - STATE	\$4.00	\$0.00	\$250.96
906475	8/27/2015	CC PMT -	\$0.00	\$250.96	\$0.00
				Balance:	\$0.00

Signature:

THANK YOU
 WE APPRECIATE YOUR BUSINESS

WELCOME TO BEST BUY #1002
1900 E RIO SALADO PKWY
TEMPE, AZ 85281
(480) 303-7251

Keep your receipt!



Val #: 000109-854206-391749-668445-242902-255

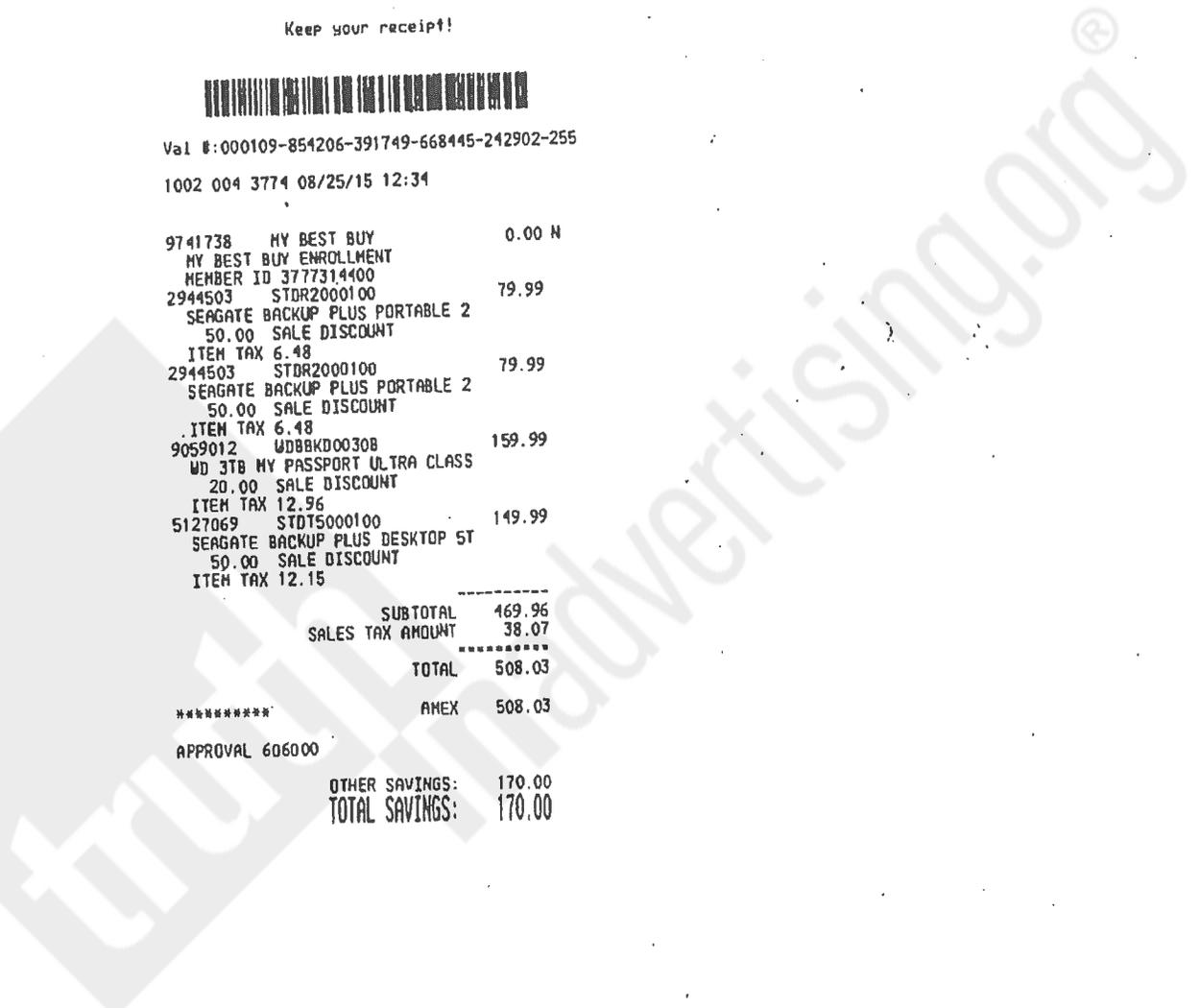
1002 004 3774 08/25/15 12:34

9741738	MY BEST BUY	0.00 N
	MY BEST BUY ENROLLMENT	
	MEMBER ID 3777314400	
2944503	STDR2000100	79.99
	SEAGATE BACKUP PLUS PORTABLE 2	
	50.00 SALE DISCOUNT	
	ITEM TAX 6.48	
2944503	STDR2000100	79.99
	SEAGATE BACKUP PLUS PORTABLE 2	
	50.00 SALE DISCOUNT	
	ITEM TAX 6.48	
9059012	WDBBK00308	159.99
	WD 3TB MY PASSPORT ULTRA CLASS	
	20.00 SALE DISCOUNT	
	ITEM TAX 12.96	
5127069	STDT5000100	149.99
	SEAGATE BACKUP PLUS DESKTOP ST	
	50.00 SALE DISCOUNT	
	ITEM TAX 12.15	

	SUBTOTAL	469.96
	SALES TAX AMOUNT	38.07
	TOTAL	508.03
*****	AMEX	508.03

APPROVAL 606000

	OTHER SAVINGS:	170.00
	TOTAL SAVINGS:	170.00



<https://online.americanexpress.com/myca/shared/summary/estatemem...>

Transaction Details Prepared for
Flora Jen
Account Number

DATE	DESCRIPTION	AMOUNT
AUG22 2015	T-MOBILE 888-278-3397 OR	\$50.00

Doing business as:
VESTA STREET CAR
11950 SW GARDEN PL
PORTLAND
OR
97223-8248
UNITED STATES

Additional Information: 2TF1V0C51H1 PREPAIDTOPUP
PREPAIDTOPUP
Reference: 320152340103789103
Category: Communications - Telephone Comm

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Robb Evans & Associates LLC
 Vemma
 Expense Reimbursement Claim
 Name : Jacklin Dabbin

Date	Description	Miles	Rate	Amount Claimed
22-Aug-15	Airline ticket to Phoenix - Arizona			\$522.00
24-Aug-15	Transportation to LAX			\$53.49
24-Aug-15	Transportation to LA Quinta			\$23.00
25-Aug-15	Hotel Fee - LA Quinta			\$82.74
25-Aug-15	Transportation from LAX			<u>\$25.00</u>
				<u>\$686.23</u>

Jacklin Dabbin
 Jacklin Dabbin
 Claimant
 Date: 09-Sep-15

Check
 Number

Recommended by
 Date

[Signature]

Disbursement Approval
 Date 9-10-15

Audited by
 Date



Transaction Details Prepared for
Jacklin Dabbin
 Account Number
 XXXX-XXXXXX-

DATE	DESCRIPTION	CARD MEMBER	AMOUNT
AUG22 2015	SW AIR DALLAS TX	JACKLIN DABBIN	\$522.00

Doing business as:

SOUTHWEST AIRLINES
 PO BOX 36611
 DALLAS
 TX
 75235
 UNITED STATES

Flight Details

LOS ANGELES
 INTERN



~~PHOENIX SKY~~
 HARBOR

PHOENIX SKY
 HARBOR



LOS ANGELES
 INTERN

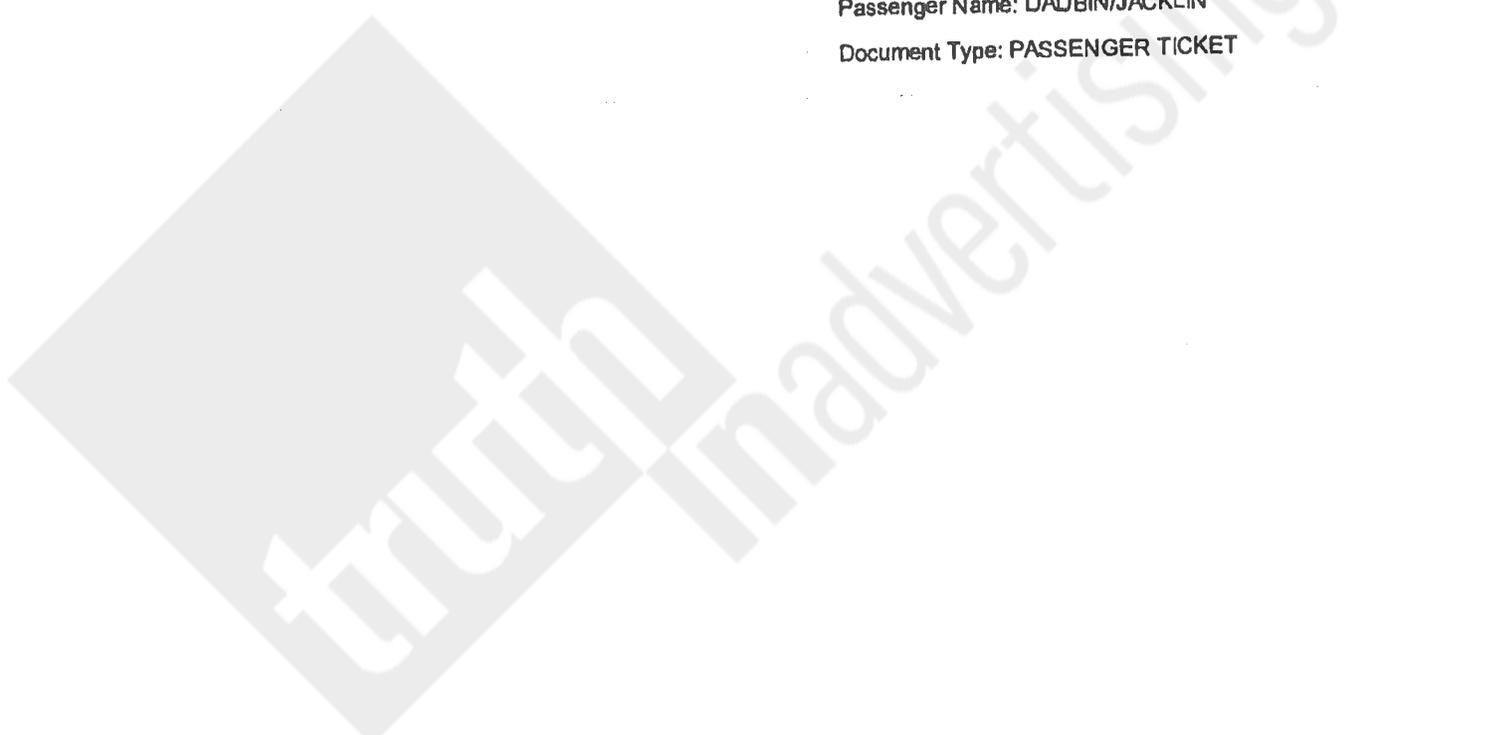
Additional Information: SOUTHWEST AIRLINES (MASTE
 Reference: 32015235012094
 Category: Travel - Airline

Ticket Number: 528213703

Date of Departure: 08/24

Passenger Name: DABBIN/JACKLIN

Document Type: PASSENGER TICKET





Transaction Details Prepared for
Jacklin Dadbin
Account Number
XXXX-XXXXXX

DATE	DESCRIPTION	CARD MEMBER	AMOUNT
AUG24 2015	UBER UBER 866-576-1039 CA	JACKLIN DADBIN	\$50.49

Doing business as:

UBER

View transaction details on merchant site

182 HOWARD ST

SAN FRANCISCO

CA

94105-1611

UNITED STATES

Reference: 32015238014974i

Category: Transportation - Taxis & Coach

*Transportation + 3
To LAX 53.49*





Transaction Details Prepared for
Jacklin Dadbin
Account Number
XXXX-XXXXXX

*Transportation
to LA Quinta
Hotel*

DATE	DESCRIPTION	CARD MEMBER	AMOUNT
AUG24 2015	AAA TAXI 0499 090115PHOENIX AZ	JACKLIN DADBIN	\$20.00

Doing business as:

AAA FULL TRANS TAXI

4525 E UNIVERSITY DR

PHOENIX

AZ

85034-7405

UNITED STATES

Additional Information: 000-0000000

Reference: 32015236013378

Category: Transportation - Taxis & Coach

*+3

23-*

--ORIGINAL--
 AAA FULL TRANSP
 480-966-8377
 CAB # 0499
 HACK: 104764
 MERCHANT COPY
 08/24/15 TR 2182
 START END MILES
 07:11 07:11 0.0
 FARE: \$ 19.00
 EXTRA: \$ 1.00
 TOLL: \$ 0.00
 SRCH: \$ 0.00
 TIP: \$ 0.00
 TOTAL: \$ 20.00
 CARD:
 AUTH: 540936

23- 23-



Transaction Details Prepared for
Jacklin Dabbin
Account Number
XXXX-XXXXXX.

DATE	DESCRIPTION	CARD MEMBER	AMOUNT
AUG25 2015	LA QUINTA INNS 0566TEMPE AZ	JACKLIN DABBIN	\$62.74

Doing business as:
LA QUINTA INN PHOENIX NORTH
911 S 48TH ST
TEMPE
AZ
85281-5102
UNITED STATES

Reference: 32015238016719
Category: Travel - Lodging

Itinerary Details

Arrival

08/24/15

Departure

08/25/15

00000000



08/25/15 9:12 AM



La Quinta Inn Phoenix Sky Harbor Airport
 911 SOUTH 48TH STREET
 TEMPE, AZ 85281
 480-967-4465

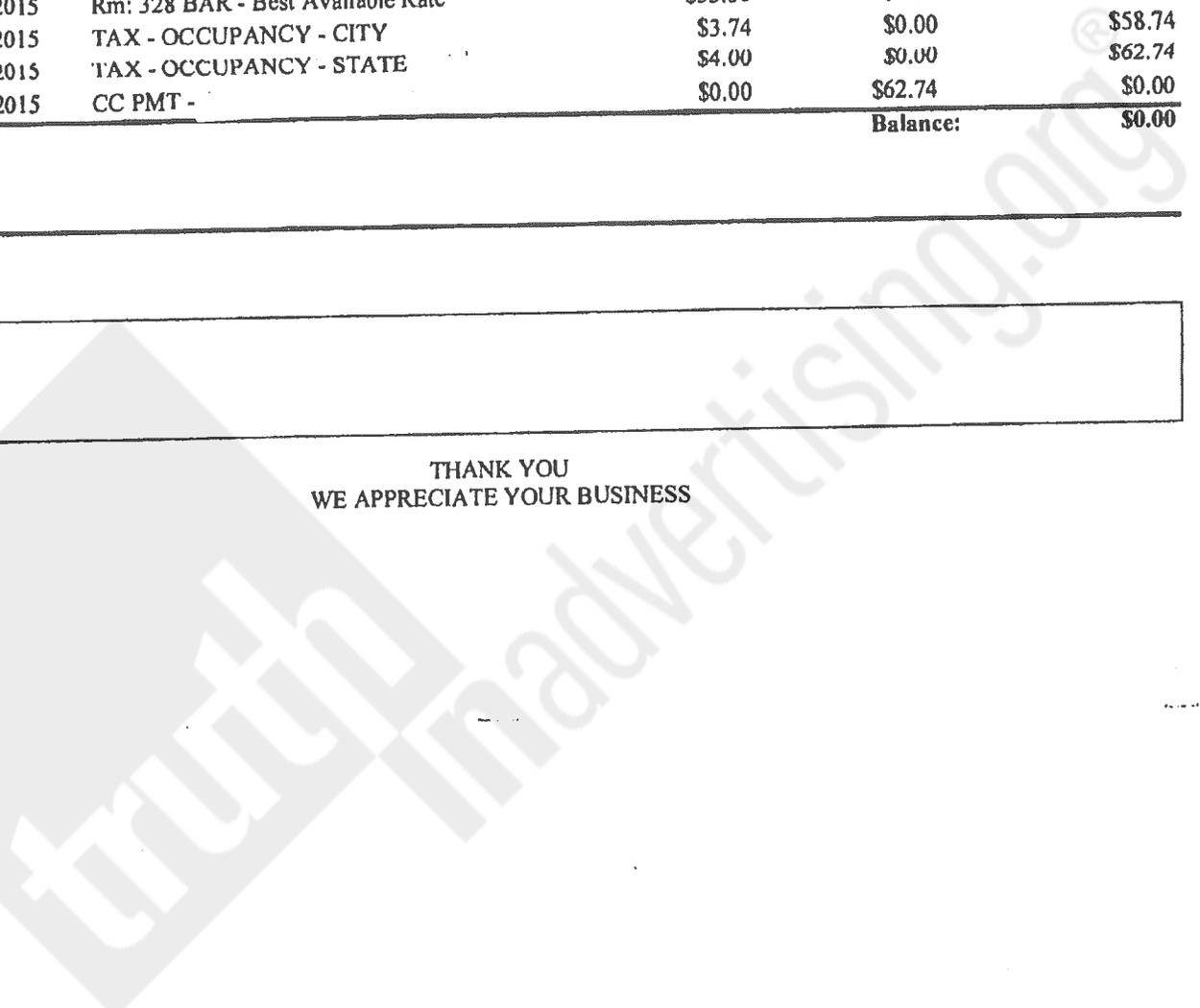
Dadbin, Jacklin
 x
 TEMPE, AZ 85281
 Company: L

Folio#: 0566219230
 Room: 328
 Arrival: 08/24/15
 Departure: 08/25/15
 Returns Club No :
 Voucher/Ship/PO:

Trans #	Date	Description	Charges	Payments	Balance
905859	8/24/2015	Rm: 328 BAR - Best Available Rate	\$55.00	\$0.00	\$55.00
905860	8/24/2015	TAX - OCCUPANCY - CITY	\$3.74	\$0.00	\$58.74
905861	8/24/2015	TAX - OCCUPANCY - STATE	\$4.00	\$0.00	\$62.74
905878	8/25/2015	CC PMT -	\$0.00	\$62.74	\$0.00
				Balance:	\$0.00

Signature:

THANK YOU
 WE APPRECIATE YOUR BUSINESS





Transaction Details Prepared for
Jacklin Dadbin
Account Number
XXXX-XXXXXX

DATE	DESCRIPTION	CARD MEMBER	AMOUNT
AUG25 2015	PRIME TIME SHUTTLE OHAWEHORNE CA	JACKLIN DADBIN	\$22.00

*Transportation
From LAA*

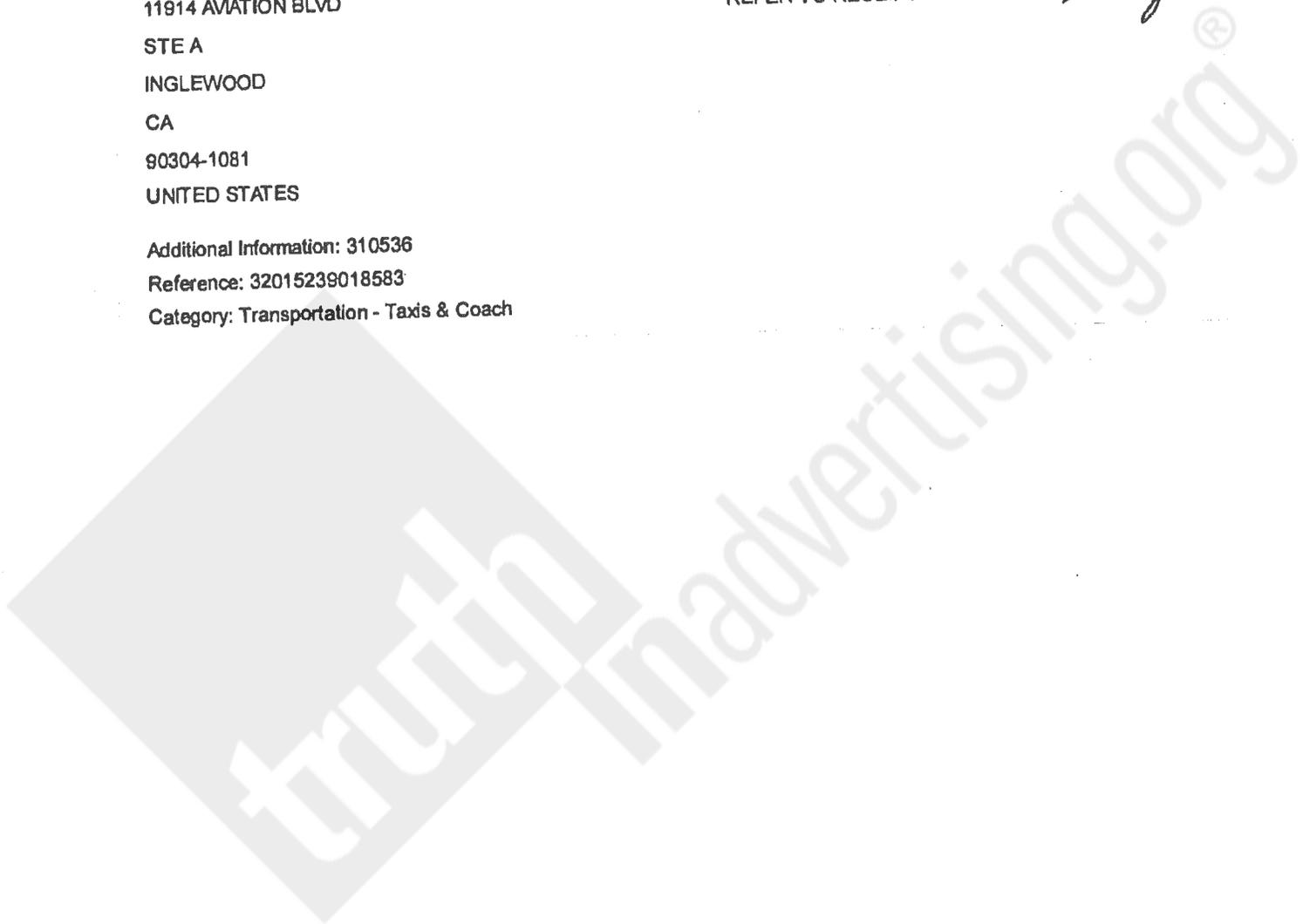
Doing business as:
PRIMETIME SHUTTLE
11914 AVATION BLVD
STE A
INGLEWOOD
CA
90304-1081
UNITED STATES

Transaction Details
Description
REFER TO RECEIPT

*+3

25*

Additional Information: 310536
Reference: 32015239018583
Category: Transportation - Taxis & Coach



Robb Evans & Associates LLC
Case: Receiver of Vemma International Inc., et al.
Expense Reimbursement for M. Val Miller

Date	Description	Miles	Rate	Amount Claimed
23-Aug-15	Airfare (Southwest Airlines)			\$498.00
23-Aug-15	Dinner (Subway)			\$12.10
24-Aug-15	Dinner (Rally's)			\$9.67
25-Aug-15	Dinner (Denny's, K. Johnson and V. Miller)			\$37.92
26-Aug-15	Dinner (Rositas Tempe)			\$27.08
27-Aug-15	Breakfast at Dennys (6 Deputies)			\$88.88
27-Aug-15	LaQuinta Inn			\$250.96
27-Aug-15	Dinner (Barrio Café)			\$35.51
27-Aug-15	Hertz Rental Car			\$501.92
27-Aug-15	Gas for Rental Car			\$14.42
27-Aug-15	Airport Parking McCarran Int'l Airport			\$74.00
				<u>\$1,548.46</u>

M. Val Miller
 Claimant
 Date: 15-Sep-15

Check Number

Recommended by
 Date

[Signature]
 Disbursement Approval
 Date 9-17-15

Audited by
 Date

Val Miller

From: Southwest Airlines [SouthwestAirlines@luv.southwest.com]
Sent: Friday, August 21, 2015 1:39 PM
To: VAL_MILLER@ROBBEVANS.COM
Subject: Flight reservation (HF5BKW) | 23AUG15 | LAS-PHX | Miller/Melvin

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Check In Online	Check Flight Status	Change Flight	Special Offers	Hotel Offers	Car Offers
---------------------------------	-------------------------------------	-------------------------------	--------------------------------	------------------------------	----------------------------

Ready for takeoff!



Thanks for choosing Southwest® for your trip! You'll find everything you need to know about your reservation below. Happy travels!

Upcoming Trip: 08/23/15 - Phoenix



[AIR Itinerary](#)

AIR Confirmation: HF5BKW

Confirmation Date: 08/21/2015

Save up to 30%
 Plus earn up to 2,400 Rapid Rewards® points.

Let's go!

Budget®

Passenger(s)	Rapid Rewards #	Ticket #	Expiration	Est. Points Earned
MILLER/MELVIN	78697054	5262136870344	Aug 20, 2016	5222

Rapid Rewards points earned are only estimates. Visit your (MySouthwest, Southwest.com or Rapid Rewards) account for the most accurate totals - including A-List & A-List Preferred bonus points.

Date	Flight	Departure/Arrival
Sun Aug 23	1635	Depart LAS VEGAS, NV (LAS) on Southwest Airlines at 11:55 AM Arrive in PHOENIX, AZ (PHX) at 1:05 PM Travel Time 1 hrs 10 mins <u>Business Select</u>
Thu Aug 27	1065	Depart PHOENIX, AZ (PHX) on Southwest Airlines at 4:05 PM Arrive in LAS VEGAS, NV (LAS) at 6:10 PM Travel Time 1 hrs 5 mins <u>Business Select</u>

What you need to know to travel:

- Don't forget to check in for your flight(s) 24 hours before your trip on southwest.com or your mobile device. This will secure your boarding position on your flights.
- Southwest Airlines does not have assigned seats, so you can choose your seat when you board the plane. You will be assigned a boarding position based on your checkin time. The earlier you check in, within 24 hours of your flight, the earlier you get to board.
- WiFi, TV, and related services and amenities may vary and are subject to change based on assigned aircraft. [Learn more.](#)

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14 Car Companies

Earn Rapid Rewards Points

Book a Car

- 30 minutes prior to scheduled departure time: We may begin boarding as early as 30 minutes prior to your flight's scheduled departure time. We encourage all passengers to plan to arrive in the gate area no later than this time.
- 10 minutes prior to scheduled departure time: All passengers must obtain their boarding passes and be in the gate area available for boarding at least 10 minutes prior to your flight's scheduled departure time. If not, Southwest may cancel your reserved space and you will not be eligible for denied boarding compensation.
- If you do not plan to travel on your flight: In accordance with Southwest's No Show Policy, you must notify Southwest at least 10 minutes prior to your flight's scheduled departure if you do not plan to travel on the flight. If not, Southwest will cancel your reservation and all funds will be forfeited.

Air Cost: 496.00

Carryon Items. 1 Bag + small personal item are free. See full details. Checked Items: First and second bags fly free. Weight and size limits apply.

Fare Rule(s): 5262136870344: NONTRANSFERABLE.
Valid only on Southwest Airlines. All travel involving funds from this Confirmation Number must be completed by the expiration date. Unused travel funds may only be applied toward the purchase of future travel for the individual named on the ticket. Any changes to this itinerary may result in a fare increase.

LAS WN PHX217.58KZBP WN LAS217.58KZBP 435.16 END ZPLASPHX XFLAS4.5PHX4.5
AY11.20\$LAS5.60 PHX5.60

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Cost and Payment Summary

AIR - HF5BKW

Base Fare	\$ 435.16	Payment Information
Excise Taxes	\$ 32.64	Payment Type: XXXXXXXXXXXX
Segment Fee	\$ 8.00	Date: Aug 21, 2015
Passenger Facility Charge	\$ 9.00	Payment Amount: \$496.00
September 11th Security Fee	\$ 11.20	
Total Air Cost	\$ 496.00	

Vemng Travel

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08/27/15 10:58 AM

NiteVision 2014 R1 SP1



La Quinta Inn Phoenix Sky Harbor Airport
 911 SOUTH 48TH STREET
 TEMPE, AZ 85281
 480-967-4465

Miller, Val
 x
 TEMPE, AZ 85281
 Company: L

Folio#: 0566219232
 Room: 140
 Arrival: 08/23/15
 Departure: 08/27/15
 Returns Club No :
 Voucher/Ship/PO:

Trans #	Date	Description	Charges	Payments	Balance
905508	8/23/2015	Rm: 140 BAR - Best Available Rate	\$55.00	\$0.00	\$55.00
905509	8/23/2015	TAX - OCCUPANCY - CITY	\$3.74	\$0.00	\$58.74
905510	8/23/2015	TAX - OCCUPANCY - STATE	\$4.00	\$0.00	\$62.74
905724	8/24/2015	Rm: 140 BAR - Best Available Rate	\$55.00	\$0.00	\$117.74
905725	8/24/2015	TAX - OCCUPANCY - CITY	\$3.74	\$0.00	\$121.48
905726	8/24/2015	TAX - OCCUPANCY - STATE	\$4.00	\$0.00	\$125.48
906019	8/25/2015	Rm: 140 BAR - Best Available Rate	\$55.00	\$0.00	\$180.48
906020	8/25/2015	TAX - OCCUPANCY - CITY	\$3.74	\$0.00	\$184.22
906021	8/25/2015	TAX - OCCUPANCY - STATE	\$4.00	\$0.00	\$188.22
906309	8/26/2015	Rm: 140 BAR - Best Available Rate	\$55.00	\$0.00	\$243.22
906310	8/26/2015	TAX - OCCUPANCY - CITY	\$3.74	\$0.00	\$246.96
906311	8/26/2015	TAX - OCCUPANCY - STATE	\$4.00	\$0.00	\$250.96
906474	8/27/2015	CC PMT - 3	\$0.00	\$250.96	\$0.00
				Balance:	\$0.00

Signature:

THANK YOU
 WE APPRECIATE YOUR BUSINESS



Qty	Item	Price
1	3 Cookies	\$1.50
1	(US)\$6 Rg/Pr FT after 4PM	\$0.00
1	12" -Subway Club Sub	\$6.00
1	-Cheese AddFt	\$1.00
1	Fresh Value Meal (21-1)	\$2.69
1	21oz Fountain Drink	
1	Chips	

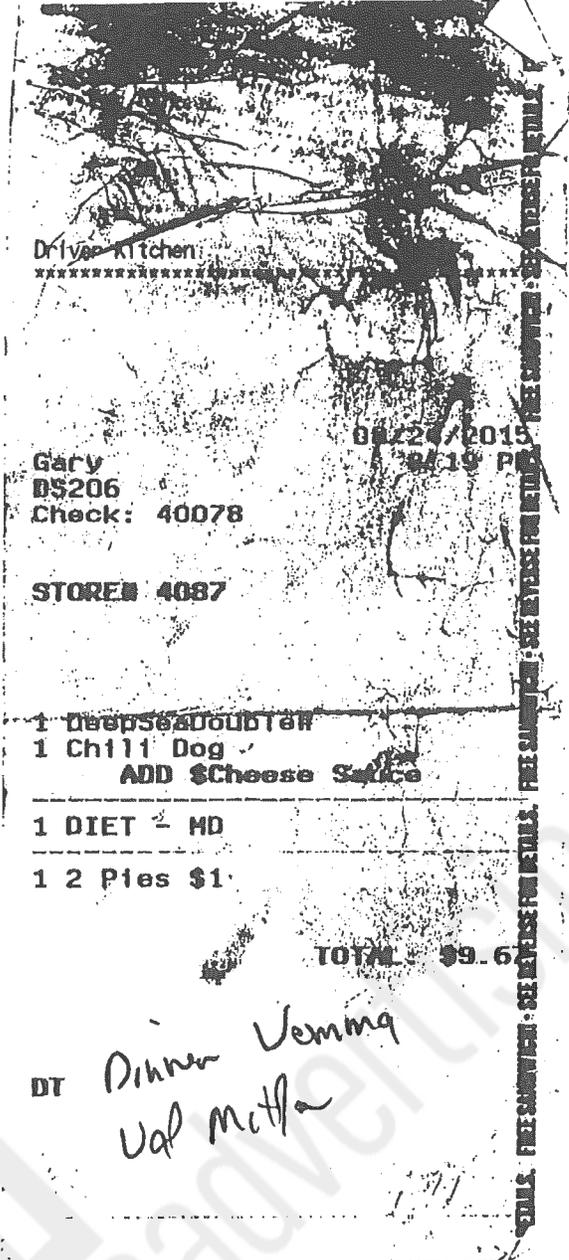
Sub Total \$11.19
 Tax (8.1%) \$0.91
 Total (Eat In) \$12.10
 Cash \$22.10
 Change \$10.00

Host Id: SPM20150823082832

Vemina - Val Miller

Get a Free Cookie! Take our 1 minute survey at www.tellsbwy.com

Store #36754-0 | 480-557-0897
 808 S Priest
 8/23/2015 8:28:32 pm Trans #50108
 Clerk: Mallory



DENNY'S #6306
 825 S 48TH ST.
 TEMPE, AZ 85281

Merchant ID: 1
 Term ID: KJ04166306007

Sale

XXXXXXXXXX

Entry Method: Swiped

Amount: \$ 31.92
 Tip: \$ 6.00
 Total: \$ 37.92

08/25/15 19:45:29
 Trace#: 000901 Appr Code: 09088C
 Apprvd: Online Batch#: 000650

APPROVED 09088C

Dinner
 Kant Johnson
 Val Miller

Customer Copy

THANK YOU!

Vemina

Hertz

MELVIN MILLER

INITIAL CHARGES

RENT RT \$ 353.00
SUBTOTAL

CHARGES ADDED DURING

LDW DECLINED
LIS DECLINED
PAI, PEC DECLINED
PREM RD SVC DECLINED
* ADDITIONAL CHARGES
CUSTOMER CHG
* SERVICE CHARGES
CONCESSION FEE
CNTY SURCHRG
HTZ PERMAINT REPAIR
Cust Facility Chg
TAX 1.300%
TOTAL AMOUNT DUE
CHARGED ON

FOR EXPLANATION
PLEASE ASK A REPRESENTATIVE
WWW.HERTZ.COM OR CHARGE EXPLAIN

VEHICLE: 012022730070 15 ARMA
LICENSE: NV 56241
FUEL: FULL
MILEAGE IN: 17583 TR-X MILES:
MILEAGE OUT: 17553 MILES ALLOWED:
MILES DRIVEN: 40 MILES CHARGED:
CDP: 00000

RENTED: PHOENIX-SKY HARBOR AP
RENTAL: 08/23/15 13:42
RETURN: 08/27/15 13:33
RETURNED: PHOENIX-SKY HARBOR AP
COMPLETED BY: 1630/AZPH011
*RENTAL CHARGES ARE CALCULATED FROM ORIGINALLY STATED
RETURN ON 08/28/15 BY 13.00 TO PHOENIX-SKY HARBOR AP
AN ALTERNATE RATE WOULD BE HIGHER.

PLAN IN: *MCLW RATE CLASS: R
PLAN OUT: MCLW

HMSHOST
BARRIO CAFE
SKY HARBOR INTERNATIONAL AIRPORT
CHECK: 8005
TABLE: 115/1
SERVER: 182468 Carma
DATE: AUG27'15 2:56PM
CARD TYPE:
ACCT #: XXXXXXXXXXXXX
AUTH CODE: 01430C

TOTAL: 29.51

TIP: 6.00

TOTAL: 35.51

I AGREE TO PAY THE ABOVE AMOUNT
IN ACCORDANCE WITH THE CARD
ISSUER'S AGREEMENT.

VEMMA Core

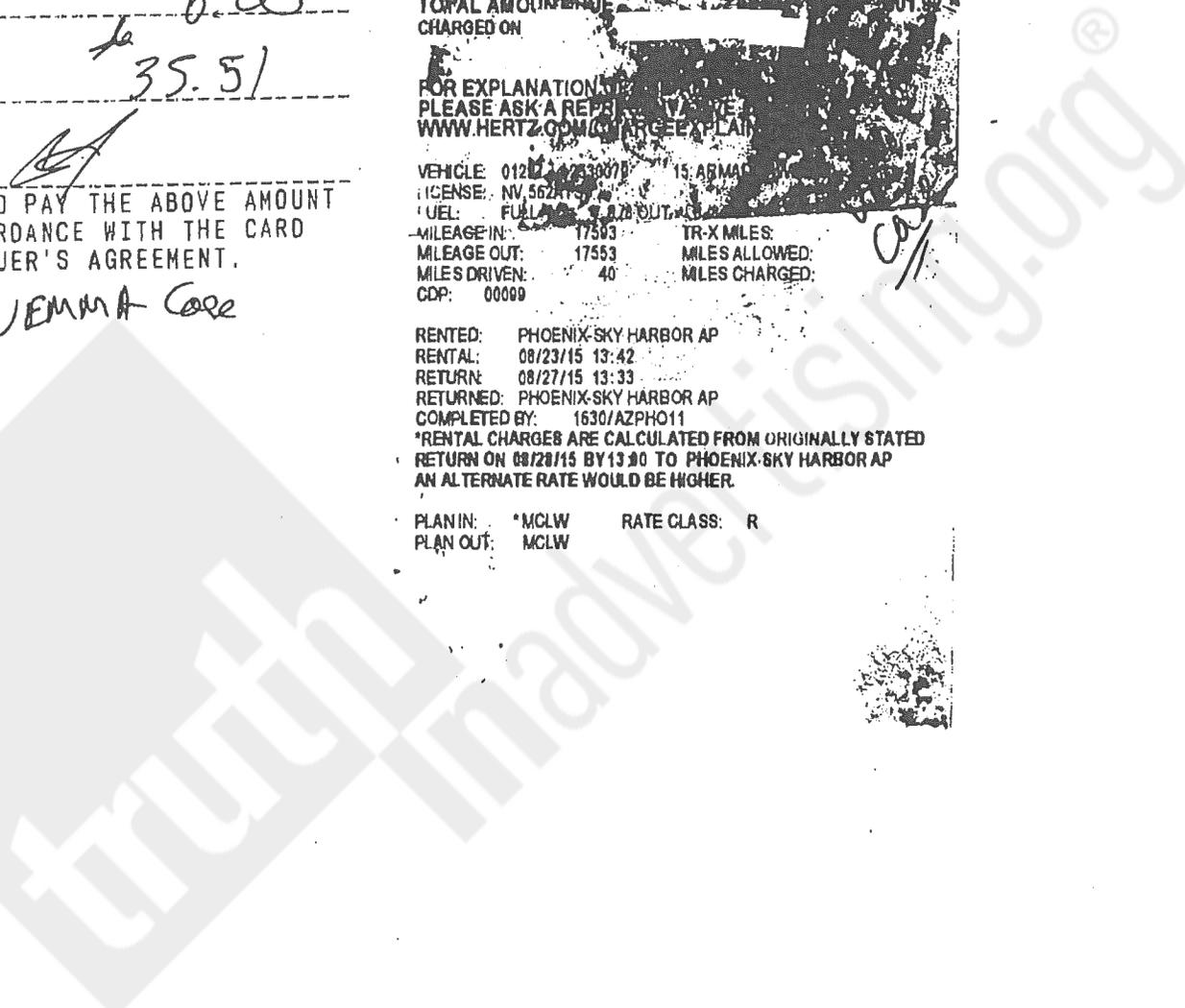


EXHIBIT 2



EXHIBIT 2

**ROBB EVANS & ASSOCIATES LLC
REGULATORY ENGAGEMENTS**

Name	Docket No.	Date Appointed	Appointed or Confirmed by:	Court or Location	Brief Description and Status
World Law Debt Services, LLC, et al. (Receiver)	15-23070-Civ COOKE/TORRES	2-Sep-15	Marcia G. Cooke	U. S. District Court Southern District of Florida	Appointed to take control of business activities of Receivership Defendants.
Vemma Nutrition Company, et al. (Temporary Receiver)	CV-15-01578 PHX-JJT	21-Aug-15	John J. Tuchi	U. S. District Court District of Arizona	Appointed to take control of companies conducting an alleged pyramid scheme.
Certain Assets of John Beck (Liquidating Receiver)	CV-09-4719-MWX(CWx)	19-Aug-15	Michael W. Fitzgerald	U. S. District Court Central District of California	Appointed to take control of Certain Assets (Real Property) for the benefit of the Federal Trade Commission.
Mail Tree, Inc., et al. (Temporary Receiver)	15-61034-CIV-Cohn/Selizer	19-May-15	James I Cohn	U. S. District Court Southern District of Florida	Appointed to take control of companies performing an alleged prize promotion scheme.
Sale Slash, LLC, et al. (Receiver)	CV15-03107 PA(AJWx)	27-Apr-15	Percy Anderson	U. S. District Court Central District of California	Appointed to take control of companies performing alleged deceptive telemarketing practices.
MRI International, Inc., et al. (Receiver)	2:13-CV-1658 JCM-CWH	23-Feb-15	James C. Mahan	U. S. District Court District of Nevada	Appointed to take control of properties and interests of the defendants.
The People of the State of California v. Eric Wolfe et al. (Temporary Receiver)	BA 425130	8-Dec-14	Sam Ohta	Los Angeles County Superior Court	Appointed to take control of business assets and interests of the defendants and related entities
Health Formulas, LLC (Temporary Receiver)	2:14-CV-1649 JAD-GWF	9-Oct-14	Richard F. Boulware II	U. S. District Court District of Nevada	Appointed to take control of companies performing alleged deceptive telemarketing practices.
Apply Knowledge, LLC., et al. (Temporary Receiver)	2:14-CV-00088-DB	11-Feb-14	Dee Benson	U. S. District Court District of Utah	Appointed to take control of companies performing alleged deceptive telemarketing practices.
Worldwide Info Services, Inc., et al. (Receiver)	6:14-CV-8-Orl-28DAB	07-Jan-14	John Antoon, II	U. S. District Court Middle District of Florida	Appointed to take control of companies utilizing robodialers and performing alleged deceptive telemarketing practices. The Receiver completed all duties and was discharged.
Cream Group, Inc., et al. (Receiver)	CV 13-8843 JFW (PLAx)	03-Dec-13	John F. Walter	U. S. District Court Central District of California	Appointed to take control of companies performing alleged deceptive telemarketing practices.
Universal Information Services, et al. (Receiver)	CV 13-06794 CAS (CWx)	16-Sep-13	Christina A. Snyder	U. S. District Court Central District of California	Appointed to take control of companies performing an alleged prize promotion scheme. The Receiver completed all duties and was discharged.
Kevin Trudeau, et al. (Receiver)	03-C-3904	07-Aug-13	Robert W. Gettleman	U. S. District Court Northern District of Illinois	Appointed to marshal all foreign or domestic assets owned or controlled by Kevin Trudeau.
Fortune Hi-Tech Marketing, Inc., et al. (Receiver)	13-CV-123-KSF	28-May-13	Karl S. Forester	U. S. District Court Eastern District of Kentucky	Appointed to take control of a company allegedly operating an illegal pyramid scheme.
American Business Builders, LLC, et al. (Receiver)	CV-12-2368-PHX-SRB	6-Nov-12	G. Murray Snow	U. S. District Court District of Arizona	Appointed to take control of companies performing alleged deceptive marketing practices. The Receiver completed all duties and was discharged.
BC Capital Group S.A., et al. (Receiver)	1:12-CV-07127	27-Sep-12	Edmond E. Chang	U. S. District Court Northern District of Illinois	Appointed to marshal, hold and manage all assets for the benefit of BC Capital Group clients.
American Mortgage Consulting Group, LLC, et al. (Receiver)	SACV12-01561 DOC (JPRx)	18-Sep-12	David O. Carter	U. S. District Court Central District of California	Appointed to take control of companies allegedly engaging in an unlawful mortgage relief scheme that preys on financially distressed homeowners by falsely promising a loan modification in exchange for an advance fee.
The Gordon Law Firm, P.C., et al. (Temporary Receiver)	12CV 06147 RSWL (MRWx)	18-Jul-12	Ronald S.W. Lew	U. S. District Court Central District of California	Appointed to take control of companies performing an alleged unlawful mortgage relief scheme that preys on financially distressed homeowners by falsely promising a loan modification in exchange for an advance fee. The Receiver completed all duties and was discharged.

**ROBB EVANS & ASSOCIATES LLC
REGULATORY ENGAGEMENTS**

North America Marketing and Associates, et al. (Receiver)	CV-12-914-PHX-DGC	2-May-12	David G. Campbell	U. S. District Court District of Arizona	Appointed to take control of companies performing alleged deceptive marketing practices. The Receiver completed all duties and was discharged.
Central Coast Nutraceuticals, Inc. [Real Property only] (Liquidator)	10-C-4981	3-Jan-12	Charles R. Norgie, Sr.	U. S. District Court Northern District of Illinois	The Liquidator completed all duties and was discharged.
Robert David Kahre [Assets only] (Receiver)	2:05-CR-121 DAE-LRL	12-Dec-11	David Alan Ezra	U. S. District Court District of Nevada	Appointed to collect assets pursuant to an I.R.S. Judgment.
Christian Stanley, Inc. et al. (Receiver)	CV11-07147 GHK (Manx)	1-Sep-11	George H. King	U. S. District Court Central District of California	Appointed to take control of a company alleged to be fraudulently offering unregistered securities.
20/20 Precious Metals, Inc., et al. (Temporary Receiver)	SACV 11-00643 JST (FMOx)	27-Apr-11	Josephine Staton Tucker	U. S. District Court Central District of California	Appointed to take control of companies performing alleged violations of the Commodity Exchange Act.
Belfort Capital Ventures, Inc., et al. (Receiver)	2:11-CV-00461 RLH-RJJ	29-Mar-11	James C. Mahan	U. S. District Court District of Nevada	The Temporary Receiver completed all duties and was discharged.
Ivy Capital, Inc., et al. (Receiver)	2:11-CV-00283 JCM-GWF	22-Feb-11	James C. Mahan	U. S. District Court District of Nevada	The Receiver completed all duties and was discharged.
Jeremy Johnson and I Works, Inc., et al. (Receiver)	2:10-CV-02203 RLH-GWF	13-Jan-11	Roger L. Hunt	U. S. District Court District of Nevada	Appointed to take control of companies performing alleged deceptive telemarketing practices. The Receiver completed all duties and was discharged.
James Doulgieris (Receiver)	8:08-CV-00282 SCB-MAP	20-Dec-10	Susan C. Bucklew	U. S. District Court Middle District of Florida	Appointed to take control of the defendants' operations and assets.
The People of the State of California v. N. Iskin, et al. (Temporary Receiver)	LA 065077	16-Jul-10	Kathryne Ann Stoltz	Los Angeles County Superior Court	Appointed to collect assets pursuant to a United States Government Judgment.
Asia Pacific Telecom, Inc., dba Asia Pacific Networks, et al. (Receiver)	10-C-3168	25-May-10	William T. Hart	U. S. District Court Northern District of Illinois	Appointed to take control of business assets and interests of the defendants and related entities. The Receiver completed all duties and was discharged.
Dynamic Financial Resolutions, Inc., et al. dba of 2145183 Ontario, Inc. (Temporary Receiver)	09-C-7423	30-Nov-09	John F. Grady	U. S. District Court Northern District of Illinois	Appointed to take control of companies performing alleged deceptive telemarketing practices. The Receiver completed all duties and was discharged.
John Beck Amazing Profits LLC, et al. (Monitor)	CV-09 01331-CBM(FFMx)	17-Nov-09	Florence-Marie Cooper	U. S. District Court Central District of California	Appointed to take control of companies performing alleged deceptive telemarketing practices. The Receiver completed all duties and was discharged.
Homestead Properties, L.P., et al. (Receiver)	SACV 09-01331 CJC (MLGx)	16-Nov-09	Cormac J. Carney	U. S. District Court Central District of California	Appointed to monitor the business operations and compliance of monitored defendants' adherence to the terms of the Order.
Gamboia & Company, MPG, LLC, Eplay, LLC, et al. (Receiver)	CGC 09-492027	31-Aug-09	Peter J. Busch	San Francisco County Superior Court	Appointed to take control of an investment fund alleged to have violated it's partnership private placement memorandum. The Receiver completed all duties and was discharged.
Loss Mitigation Services, Inc., et al. (Receiver)	SACV09-800 DOC(ANx)	18-Aug-09	David O. Carter	U. S. District Court Central District of California	Appointed to take control of companies alleged to have sold securities by means of misrepresentations and omissions of material fact. The Receiver completed all duties and was discharged.
Grant Connect, LLC, et al. (Receiver)	2:09 CV-01349	28-Jul-09	Philip M. Pro	U. S. District Court District of Nevada	Appointed to take control of companies performing alleged deceptive marketing practices. The Receiver completed all duties and was discharged.
LucasLawCenter "incorporated" and Future Financial Services, LLC., et al. (Receiver)	SACV09-770 DOC(ANx)	09-Jul-09	David O. Carter	U. S. District Court Central District of California	Appointed to take control of companies performing alleged deceptive marketing practices. The Receiver completed all duties and was discharged.

**ROBB EVANS & ASSOCIATES LLC
REGULATORY ENGAGEMENTS**

Cash Grant Institute, et al. (Receiver)	09-CV-6329 T	25-Jun-09	Michael A. Telesca	U. S. District Court Western District of New York	Appointed to take control of entities alleged to be performing deceptive telemarketing practices. The Receiver completed all duties and was discharged.
Pricewert LLC dba 3FN.net, et al. (Temporary Receiver)	C-09-2407 RMW	15-Jun-09	Ronald M. Whyte	U. S. District Court Northern District of California	Appointed to assist innocent third parties to obtain copies of their third party content from Defendants' servers. The Receiver completed all duties and was discharged.
Data Medical Capital, Inc. Receivership Defendants: The Financial Group dba Tax Relief ASAP, The Rodis Law Group and Americas Law Group (Receiver)	SACV99-1266 AHS(EEEx)	27-May-09	AliceMarie H. Stotler	U. S. District Court Central District of California	Appointed to take control of entities alleged to be operating in violation of a Stipulated Final Judgment and Order. The Receiver completed all duties and was discharged.
Finbar Securities Corp., et al. (Receiver)	CV09-2325 ODW(VBKx)	03-Apr-09	Otis D. Wright II	U. S. District Court Central District of California	Appointed to take control of a company alleged to have violated Securities Laws.
Home Assure, LLC, et al. (Temporary Receiver)	8:09-CV-547-T-23TBM	26-Mar-09	Steven D. Merryday	U. S. District Court Middle District of Florida	Appointed to take control of a company performing alleged deceptive marketing practices. The Receiver completed all duties and was discharged.
Richard Paul Demel (Case # 2007-00-0009356) (Receiver)	CC-FMB-700020	27-Feb-09	Rodney A. Cortez	San Bernardino County Superior Court	Appointed to take control of real and personal assets wherever located pursuant to Penal Code Section 186.11.
WG Trading Investors LP, et al. (Receiver)	09-CV-1749/1750 (GBD)	25-Feb-09	George B. Daniels	U. S. District Court Southern District of New York	Appointed to take control of companies performing alleged fraudulent practices.
National Foreclosure Relief, Inc., et al. (Receiver)	SACV09-1117 DOC(MLGx)	02-Feb-09	David O. Carter	U. S. District Court Central District of California	Appointed to take control of a company performing alleged deceptive marketing practices. The Receiver completed all duties and was discharged.
Atwood & James, LTD, et al. (Temporary Receiver)	09-CV-6032	22-Jan-09	Charles J. Siragusa	U. S. District Court Western District of New York	Appointed to preserve, hold and manage all assets for the benefit of Atwood & James, LTD clients. The Receiver completed all duties and was discharged.
Helping Hands of Hope, Inc., et al. (Receiver)	CV-08-0909 PHX-JAT	13-May-08	James A. Teilborg	U. S. District Court District of Arizona	Appointed to take control of companies performing alleged deceptive marketing practices. The Receiver completed all duties and was discharged.
Forex Liquidity LLC (Receiver)	SACV 07-01437 CJC (RNBx)	14-Dec-07	Cormac J. Carney	U. S. District Court Central District of California	Appointed to preserve, hold and manage all assets for the benefit of Forex Liquidity LLC clients. The Receiver completed all duties and was discharged.
Lake Shore Asset Management Limited, et al. (Temporary Receiver)	07-C-3598	04-Oct-07	Blanche M. Manning	U. S. District Court Northern District of Illinois	Appointed to marshal, preserve and liquidate assets for the benefit of Lake Shore clients.
FTN Promotions, Inc., dba Suintasia, Inc., et al. (Receiver)	8:07-CV1279 T-30TGW	23-Jul-07	James S. Moody, Jr.	U. S. District Court Middle District of Florida	Appointed to take control of companies performing alleged deceptive marketing practices. The Receiver completed all duties and was discharged.
AOB Commerce, Inc., et al. (Receiver)	CV 07-04507 CAS (JCx)	12-Jul-07	Christina A. Snyder	U. S. District Court Central District of California	Seized the offices and took control of companies alleged to be fraudulently offering unregistered securities in an ongoing Ponzi-like scheme. The Receiver completed all duties and was discharged.
The People of the State of California v. Total Framing, Inc. Pencia Capital, Inc. (Temporary Receiver)	RIF 135369	08-Mar-07	Michele D. Levine	Riverside County Superior Court	Appointed to take control of business assets and interests of the defendants and related entities. Assets were liquidated, the approved distribution plan was completed and the Receiver was discharged.
The Estate of Gary Scholze (Receiver)	2:06 CV-00114 WKS	18-Jan-07	William K. Sessions III	U. S. District Court District of Vermont	Appointed to liquidate the only asset of the defendant's Estate for the benefit of the victims. The Receiver obtained a payment for an Interest of Possession of a property in Mexico and was discharged.

**ROBB EVANS & ASSOCIATES LLC
REGULATORY ENGAGEMENTS**

Global Marketing Group, Inc., et al. (Receiver)	8-06 CV-2272-T-30TGW	12-Dec-06	James S. Moody, Jr.	U. S. District Court Middle District of Florida	Seized the offices and took control of companies processing ACH debits on behalf of merchants who were allegedly engaged in deceptive, abusive or fraudulent sales practices. The Receiver completed all duties and was discharged.
Nationwide Support Services, Inc. (Monitor)	SACV 06-701 DOC (RNIBx)	9-Aug-06	David O. Carter	U. S. District Court Central District of California	Appointed to monitor all funds received and to approve all disbursements while performing an assessment of the company's business practices. The parties reached a settlement and the Monitor was discharged.
Freedom First Financial, LLC and USA Debt Co, LLC (Monitor)	SACV 06-701 DOC (RNIBx)	9-Aug-06	David O. Carter	U. S. District Court Central District of California	Appointed to monitor all funds received and to approve all disbursements while performing an assessment of the company's business practices. The parties reached a settlement and the Monitor was discharged.
Homeland Financial Services, et al. (Receiver)	SACV 06-701 DOC (RNIBx)	9-Aug-06	David O. Carter	U. S. District Court Central District of California	Appointed to take control of companies allegedly misrepresenting debt negotiation services.
Asset Protection Group, Inc., et al. (Receiver)	4-96 CV02-02225 SJO	17-Jul-06	Stephen N. Limbaugh	U. S. District Court Eastern District of Missouri	Assets were liquidated and the Receiver was discharged.
Universal Premium Services, Inc., et al. (Receiver)	CV06-0849 SJO(OPx)	21-Feb-06	S. James Otero	U. S. District Court Central District of California	Seized the offices and took control of companies alleged to be in violation of existing permanent injunction. The Receiver completed all duties and was discharged.
High Park Investment Group, Inc., et al. (Receiver)	SACV05 1090 CJC(MILGx)	9-Nov-05	Cormac J. Carney	U. S. District Court Central District of California	Seized the offices and took control of a company alleged to be offering the sale of unregistered securities. The Court ordered the Receiver to place the company into bankruptcy. The Receiver was discharged.
The People of the State of California v. Denise Mowbray's Tree Company, Inc., Arrowhead Tree Service, Inc., et al. (Temporary Receiver)	RIF 126145	28-Sep-05	Russell F. Schooling	Riverside County Superior Court	Appointed to take control of business assets and interests of the defendants and related entities who were charged with committing fraud against insurers and the State of California. The Receiver liquidated all business and personal assets, delivered Court Approved payments to the victims, and was discharged.
Longboat Global Funds Management LLC (Receiver)	05 CV-2142-PJH	19-Aug-05	Phyllis J. Hamilton	U. S. District Court Northern District of California	Appointed to preserve and protect the Piranha Capital, L.P. fund's assets. All duties were completed and the Receiver was discharged.
Assets of DebtWorks, Inc., and Andris Pukke (Receiver)	PJM 03-3317	20-Apr-05	Peter J. Messitte	U. S. District Court District of Maryland	Appointed to marshal, conserve, protect and operate Receivership Property. The Receiver completed all duties and was discharged.
World Traders Association, Inc., et al. (Receiver)	CV 05-0591 AHM (CTX)	25-Jan-05	A. Howard Matz	U. S. District Court Central District of California	Seized the offices and took control of a company performing alleged deceptive sales practices. All duties were completed and the Receiver was discharged.
U. S. Tour & Remittance, Inc (Special Deputy Commissioner)	n/a	09-Dec-04	Howard Gould, Commissioner	State of California Department of Financial Institutions	Appointed as Agent of the Commissioner in the liquidation and distribution of assets of the company. The liquidation was completed and the appointment was terminated by the Commissioner.
Ohana International, Inc and Financial Solutions (Receiver)	CV 04-01386 RJT (SGLx)	03-Nov-04	Robert J. Timlin	U. S. District Court Central District of California	Appointed to take control of companies operating an alleged Ponzi scheme. The Receiver completed all duties and was discharged.
White Pine Trust Corporation and Richard Mathews (Receiver)	04 CV 2093 J (NLS)	21-Oct-04	John A. Houston	U. S. District Court Southern District of California	Appointed to take control of foreign currency trading firm where defendants allegedly solicited and misappropriated retail customers' funds. The approved distribution process was completed and the Receiver was discharged.
The People of the State of California v. Daniel William Heath, Denis Timothy O'Brien, John William Heath, and Larre Jaye Schlarman (Receiver)	RIF 117775	21-Jul-04	Gordon R. Burkhart	Riverside County Superior Court	Appointed to take control of certain assets and interests of Larre Jaye Schlarman. The matter was subsequently ordered transferred to the jurisdiction of the U. S. District Court.
Internet Marketing Group, Inc, et al. (Receiver)	3-04 0568	29-Jun-04	Todd J. Campbell	U. S. District Court Middle District of Tennessee	Appointed to take control of companies allegedly misrepresenting franchise or business ventures and violating the FTC do not call list. Assets were liquidated and the Receiver was discharged.

ROBB EVANS & ASSOCIATES LLC
REGULATORY ENGAGEMENTS

D. W. Heath & Associates, Inc., et al. (Receiver)	CV 04-02949 JFW (Ex)	04-May-04	John F. Walter	U. S. District Court Central District of California	Appointed to take control of companies operating an alleged Ponzi scheme. Assets were liquidated, distributed to all known victims and the Receiver was discharged.
National Consumer Council, Inc., et al. (Receiver)	SACV 04-0474 CJC (JWJx)	03-May-04	Cormac J. Carney	U. S. District Court Central District of California	Appointed to take control of companies allegedly misrepresenting debt reduction services and violating the FTC do not call list. The Receiver completed all duties and was discharged.
Wall Street Underground, Inc. et al. (Receiver)	03-2193-CM	18-Mar-04	Carlos Murguia	U. S. District Court District of Kansas	Appointed to take control of a company that marketed systems for trading commodities futures and commodities options. The Receiver completed a distribution to all known victims and was discharged.
Mx Factors, LLC, BBH Resources, LLC, JTL Financial Group, LLC (Receiver)	EDCV 04-1279 VAP (SLGx)	26-Feb-04	Virginia A. Phillips	U. S. District Court Central District of California	Appointed to take control of companies operating an alleged Ponzi scheme. The Receiver completed all duties and was discharged.
Assets of James P. Lewis, Jr., dba Financial Advisory Consultants, et al. (Receiver)	CV 03-9354 ABC (VBKx)	06-Jan-04	Audrey B. Collins	U. S. District Court Central District of California	Appointed to take control of a concern operating an alleged Ponzi scheme. The Receiver completed all duties and was discharged.
United States of America vs. John Allen Wheeler (Receiver)	9:02 CR34	15-May-03	John Hannah Jr.	U. S. District Court Eastern District of Texas	Appointed to oversee and administer claims against property forfeited to the United States. The Receiver completed all duties and was discharged.
United States of America vs. Allen Petty, Jr., aka Al Petty (Receiver)	6:02 CR45	24-Jan-03	John Hannah Jr.	U. S. District Court Eastern District of Texas	Appointed to oversee and administer claims against property forfeited to the United States. The approved claims process was completed and the Receiver was discharged.
Assail, Inc., et al and Infinium, Inc., et al. (Receiver)	W03 CA007	09-Jan-03	Walter S. Smith, Jr.	U. S. District Court Western District of Texas	Appointed to take control of companies performing alleged deceptive marketing practices. The Receiver completed all duties and was discharged.
Jordan Maxwell aka Russell Pine and Victor Varjabedian dba BBOA, et al. (Receiver)	CV 03-0128 NM (CWx)	08-Jan-03	Nora M. Manella	U. S. District Court Central District of California	Appointed to take control of a company performing alleged deceptive credit repair practices and offering international driving permits. Assets were liquidated and the Receiver was discharged.
Trek Alliance, Inc., et al. (Receiver)	CV 02-9270 JSL (AJWx)	09-Dec-02	J. Spencer Letts	U. S. District Court Central District of California	Appointed to take control of a company performing alleged deceptive marketing practices. The plaintiff and defendants settled the case and the Receiver was discharged.
California Autocare Corporation, et al. (Receiver)	EDCV 02-1229 VAP (SLGx)	14-Nov-02	Virginia A. Phillips	U. S. District Court Central District of California	Seized the offices and took control of a company alleged to be fraudulently offering and selling common stock. A distribution was made to the investors and the Receiver was discharged.
Corporate Marketing Solutions, Inc., et al. (Receiver)	CIV 02 1256 PHX RCB	08-Jul-02	Robert C. Broomfield	U. S. District Court District of Arizona	Settlement was reached and the Receiver was discharged.
Healthcare Claims Network, Inc., et al. (Receiver)	CV 4569 MMM (AJWx)	14-Jun-02	Margaret M. Morrow	U. S. District Court Central District of California	Seized the offices and took control of a company performing deceptive marketing practices. Assets were liquidated and the Receiver was discharged.
FX Advisors, LLC, FX Advisors East, LLC, FX Advisors Pacific, LLC, MAS FX, LLC, et al. (Monitor)	SAVC 02 173 DOC (ANX)	21-Mar-02	David O. Carter	U. S. District Court Central District of California	Appointed to monitor the company's foreign exchange trading operations for compliance with the Court's Order. The company ceased doing business and the Monitor was discharged.
Skybiz.com, Inc., et al. (Receiver)	01 CV 396 K(E)	06-Jun-01	Terry C. Kern	U. S. District Court Northern District of Oklahoma	Appointed to maintain the company's world-wide website operations pending a settlement or a trial. A settlement was reached and \$20 million was repatriated from an offshore bank for consumer redress. The Receiver was discharged.
Bigmart.com L.L.C., et al. (Equity Receiver)	CIV 01 0466 PHX-RCB	21-Mar-01	Robert C. Broomfield	U. S. District Court District of Arizona	Appointed Equity Receiver to administer a redress fund. The distribution was completed and the Receiver was discharged.
American Information Labor Services, Inc., et al. (Temporary Receiver)	CV SAV01.33 AHS (EEx)	09-Jan-01	AliceMarie H. Stotler	U. S. District Court Central District of California	Seized the offices and took control of a company performing an alleged fraud promising government employment. The parties reached a settlement and the Temporary Receiver was discharged.

**ROBB EVANS & ASSOCIATES LLC
REGULATORY ENGAGEMENTS**

RJB Telcom Inc. (Temporary Receiver)	CIV 00 2017 PHX EHC	26-Oct-00	Earl H. Carroll	U. S. District Court District of Arizona	Initially appointed to take control of a major internet adult content website company. Later appointed to monitor the company's compliance with a stipulated preliminary injunction. The parties reached a settlement and the Temporary Receiver was discharged.
W.U.S.C. d.b.a. Titan Business Solutions (Receiver)	CV 00 11324 GAF (CWx)	25-Oct-00	Gary A. Feess	U. S. District Court Central District of California	Seized the offices and took control of a company performing alleged deceptive sales practices. Company assets were liquidated, a limited consumer redress was administered, and the Receiver was discharged.
United States of America vs. Larry Wilcoxon et al. (Trustee)	CR S 99 0359 DFL	19-Oct-00	David F. Levi	U. S. District Court Eastern District of California	Appointed for the purpose of receiving, managing and liquidating property for the protection of the United States. The Trustee completed all duties and was discharged.
TLC Investments & Trade Co., et al. (Receiver)	SACV 00 960 DOC (EEx)	04-Oct-00	David O. Carter	U. S. District Court Central District of California	Seized the offices and took control of a company allegedly conducting a real estate investment Ponzi Scheme involving more than 450 properties throughout the country. The Receiver completed all duties and was discharged.
Nationwide Information Service, Inc. (Temporary Receiver)	CV 00 06505 TJH (Ex)	19-Jun-00	Terry J. Hatter, Jr.	U. S. District Court Central District of California	Seized the offices and took control of a company performing alleged deceptive sales practices.
Equinox International, Corporation, et al. (Receiver)	CV S 99 0979 KJD RJJ	20-Apr-00	Kent J. Dawson	U. S. District Court District of Nevada	The parties reached a settlement and the Temporary Receiver was discharged. Initially appointed to prevent asset dissipation of substantial company allegedly involved in an illegal pyramid scheme. Now appointed permanent Receiver to liquidate assets and manage a distribution to consumers. The Receiver completed all duties and was discharged.
AMP Publications, Inc., et al. (Receiver)	SACV 00 112 AHS (ANx)	2-Feb-00	Alice Marie H. Stotler	U. S. District Court Central District of California	Seized the offices and took control of a company performing an alleged fraud by promising employment at home. Company assets were liquidated and the Receiver was discharged.
J.K. Publications, Inc. et al. (Receiver)	CV 99 00044 ABC (AJWx)	6-Jan-99	Audrey B. Collins	U. S. District Court Central District of California	Appointed to conserve and recover domestic and overseas assets of a \$45 million Internet credit card fraud. The Federal Trade Commission has obtained a 37.5 million judgment in this matter. We identified undisclosed assets approximating \$21 million and have taken steps to freeze those assets in multiple overseas locations. In excess of \$10 million has been repatriated from the Cayman Islands. Other repatriation actions are underway.
Clarendon House, Inc. (Receiver)	CV 98 09262R WMB (AJWx)	2-Dec-98	William Matthew Byrne	U. S. District Court Central District of California	Appointed to take control of business operations and the assets of an alleged large nationwide mail order fraud. The parties reached a settlement where the defendants agreed not to engage in the activities alleged and the Receiver was discharged.
P. T. Bank Dagang Nasional Indonesia (Special Deputy Commissioner of Financial Institutions)	BS 053183	18-Sep-98	John W. Ouder Kirk	Los Angeles County Superior Court	Liquidate the assets of a failed Indonesian bank and to administer a claims procedure for domestic creditors. Substantially all of the assets were liquidated and the claims administration procedure and distribution to all eligible claimants were completed. A cash distribution of \$41.4 million was made to the Indonesian government as beneficiary of the bank's residual assets and the Special Deputy was discharged.
Cable Marketing & Management, Inc., My Pet Television Network, Inc. and The Pet Channel, Inc. (Receiver)	CIV 98 6421 RSWL (Mox)	7-Aug-98	Ronald S.W. Lew	U. S. District Court Central District of California	Liquidate the business operations of an alleged investor fraud involving cable television programming. Performed an accounting of cash diversions and discharged as Receiver.
American Labor Services, Inc. (Temporary Receiver)	98 0282 LBG (EX)	15-Jan-98	Lourdes G. Baird	U. S. District Court Central District of California	Seized the offices and took control of a company performing an alleged fraud promising government employment. Company was liquidated and Receiver was discharged.
Western Executive Group and Cash Systems U.S.A., Inc. (Receiver)	96 6938 GHK (Jox)	22-Oct-96	George H. King	U. S. District Court Central District of California	Restore business operations on behalf of victims of an Internet Ponzi Scheme who purchased interests in ATMs. The ATMs were largely obsolete. Receivership duties completed and the Receiver was discharged.
First Pension Corporation et al. (Receiver)	94 3144 HLH (JRx)	28-Dec-95	Harry L. Hupp	U. S. District Court Central District of California	Manage recovery of domestic and offshore funds for victims of a \$70 million pension fraud. Distributions to victims totaling \$8.8 million have been made to date. Final property dispositions to close the estate were made and the Receiver was discharged.

ROBB EVANS & ASSOCIATES LLC
REGULATORY ENGAGEMENTS

Qualified Pensions, Inc. (Receiver)	95 1746 (SSH)	18-Sep-95	Louis F. Oberdorfer	U. S. District Court District of Columbia	Manage the orderly transfer of business operations which included \$378 million in customer assets and recover funds for victims of an \$11 million self-directed IRA administration fraud. Recovered \$7.4 million. Under a time-weighted formula, some victims received over 80% of their stolen funds. All duties were completed and the Receiver discharged.
Bank of Credit and Commerce Int'l, S.A. (Trustee for the United States of America)	91 0655 (JGH)	5-Mar-93	Joyce Hens Green	U. S. District Court District of Columbia	Manage the liquidation of assets forfeited to the United States as successor to the California and New York State Banking Departments. Assets totaling \$350 million were converted and remitted to the US Marshals Service and the Trustee was discharged.
Bank of Credit and Commerce Int'l, S.A. (California Special Deputy Superintendent of Banks)	BS 010465	26-Aug-91	Superintendent of Banks of the California State Banking Department	Los Angeles County Superior Court	Manage the liquidation of the California assets seized as part of the largest financial fraud in history. Liquidation completed.



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12 UNITED STATES DISTRICT COURT
13 DISTRICT OF ARIZONA
14

15 Federal Trade Commission,
16 Plaintiff,
17 v.
18 Vemma Nutrition Company, et al.,
19 Defendants.

Case No. CV-15-01578-PHX-JJT

**SUPPLEMENTAL DECLARATION
OF GARY OWEN CARIS IN
SUPPORT OF FIRST AND FINAL
MOTION FOR APPROVAL AND
PAYMENT OF FEES AND EXPENSES
OF TEMPORARY RECEIVER AND
ITS COUNSEL**

20
21 I, Gary Owen Caris, declare:

22 1. I am an attorney at law duly admitted to practice before the courts of the
23 State of California and have been admitted to practice *pro hac vice* before this Court in this
24 matter. I am a member of Dentons US LLP ("Dentons"), the attorneys for the former
25 Temporary Receiver, Robb Evans and Robb Evans & Associates LLC ("Receiver"),
26 appointed as temporary receiver for defendants Vemma Nutrition Company ("Vemma"),
27 Vemma International Holdings, Inc. (collectively the "Vemma Entities"), and their
28 successors and assigns, subsidiaries, and related entities ("Receivership Defendants"). I

1 am lead counsel for the Receiver. I have personal knowledge of the matters set forth in
2 this declaration, and if I were called upon to testify as to these matters, I could and would
3 competently testify based upon my personal knowledge.

4 2. Vemma's objection regarding the bills charged by my firm is that the entries
5 are "vague and excessive," while at the same time complaining that most of the entries are
6 in increments of one-tenth or two-tenths of an hour. All of the entries are detailed and
7 demonstrate the exact nature of the work which was done on this matter. We redacted
8 entries which contained attorney-client communications or work product. If the Court
9 instructs, we are prepared to file under seal or deliver to the Court's chambers for *in*
10 *camera* inspection all of my firm's bills and all of the Receiver's bills without redaction.

11 3. In any event, the services rendered by my firm in this matter were varied,
12 extensive and are adequately set forth in the time sheets filed in support of the Fee Motion.
13 We assisted the Receiver in addressing issues related to compliance with the Temporary
14 Restraining Order. We analyzed issues related to the merchant processor, ProPay. I
15 analyzed loan documents and addressed issues concerning the scope of perfected security
16 interests held by Wells Fargo Bank and Wells Fargo Equipment Finance. IO is Vemma's
17 colocation facility which housed Vemma's server. I communicated with IO's in-house
18 counsel in order to gain control of the server. I had communications with Vemma's
19 landlord to discuss the status of the lease, and I reviewed the lease. We addressed payroll
20 issues and requests for early hardship termination of 401k plans. I had numerous
21 communications with BMO Harris Bank when that institution failed to promptly turn over
22 funds in Vemma's accounts and my work was instrumental in getting BMO Harris Bank to
23 finally turn over \$633,913.57 to the Receiver. I also assisted the Receiver in revising and
24 finalizing the Receiver's Report.

25 4. Much of the work that my firm undertook was in response to the very
26 aggressive and adversarial posture taken by Vemma's counsel, Quarles & Brady LLP
27 against the Receiver. I had numerous communications with John Craiger of the Quarles'
28 firm, responding to his many complaints and demands surrounding the Receiver's alleged

1 failure to promptly pay employees, even when the Receiver had no funds to pay them. I
2 communicated with Craiger over his demand that the Receiver fund Vemma's independent
3 contracting IT staff to assist in running queries and obtaining additional information for
4 opposition to the preliminary injunction application. The Receiver is now being criticized
5 for paying these independent contractors for their work, including the work done solely at
6 Vemma's request. I communicated with Craiger regarding his various complaints and
7 demands that the Receiver was not adequately protecting Vemma's computer equipment or
8 providing prompt enough access to the building in the event that there was a power outage
9 which might harm the computer equipment. His complaint in this regard was meritless. In
10 short, the tactics engaged in by Quarles & Brady were to constantly complain about the
11 Receiver's conduct and threaten the Receiver and his counsel with claims of malfeasance,
12 necessitating my involvement and response.

13 5. Quarles & Brady also took an aggressive litigation posture against the
14 Receiver. They served me with an improper Request for Production of Documents even
15 though the Receiver was not a party to the litigation. Ultimately, the Court denied their
16 emergency motion to the extent it sought to compel the production of documents by the
17 Receiver at a hearing I attended telephonically. They sought the deposition of the "person
18 most knowledgeable" from the Receiver's office without providing us with a Rule 30(b)(6)
19 notice until the afternoon before the deposition. The Receiver through my office never
20 resisted their attempt to take the deposition of a representative of the Receiver's office, and
21 Mr. Johnson was made available for an entire day for his deposition on September 11,
22 2015. Nevertheless, as part of their emergency motion pleadings, Quarles & Brady
23 inaccurately suggested that the Receiver was not willing to have its deposition taken. I
24 assisted Johnson and other members of the Receiver's staff in preparing for his deposition.
25 I also helped to prepare Johnson for his appearance at the preliminary injunction hearing,
26 which I attended.

27 6. Since September 18, 2015 my firm has incurred additional fees through
28 October 6 in the sum \$27,496.35 and travel costs (which relate to my September 15

1 appearance at the preliminary injunction hearing) of \$1,035.39, for a total of \$28,531.74.
2 This amount is \$9,531.74 over the estimated amount through closing set out in the Fee
3 Motion for our fees and costs. The reason why we have gone over our closing estimate
4 (and have not yet even prepared a wind-up motion), is the continued aggressive tactics of
5 Vemma's counsel, and Vemma's counsel's continued insistence on creating "emergencies"
6 requiring expedited response. While we advised Vemma's counsel on September 18 that
7 we would not turn over funds needed to pay the fees and expenses of the Receiver and its
8 counsel, as we believed in good faith the Receiver was entitled to do, Vemma's counsel
9 did nothing for 13 days and then brought an emergency motion last Thursday evening to
10 compel turnover of the funds, necessitating me to work long into the evening to prepare a
11 response. In addition, we have been forced to prepare and file a reply to the Opposition to
12 the Fee Motion, and supporting declarations including this declaration, responding in detail
13 to the misleading and inaccurate portrayal of the services performed by the Receiver and
14 its counsel throughout this engagement. In short, much of the expense incurred by my
15 firm throughout this matter has been directly the result of the aggressive and adversarial
16 posture taken by Vemma and its counsel against the Receiver.

17 7. Attached hereto as Exhibit 1 are true and correct copies of the portions of the
18 transcript for the preliminary injunction which have been inaccurately cited by Vemma in
19 its Opposition.

20 I declare under penalty of perjury that the foregoing is true and correct and that this
21 declaration was executed this 8th day of October 2015 at Los Angeles, California.

22
23 _____
24 /s/Gary Owen Caris
25 GARY OWEN CARIS
26
27
28

CERTIFICATE OF SERVICE

I hereby certify that on October 8, 2015, I electronically transmitted the attached document to the Clerk's office using the CM/ECF System for filing and transmittal of a Notice of Electronic Filing to the following CM/ECF registrants:

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EXHIBIT 1



EXHIBIT 1

KENTON JOHNSON - Cross

1 Now, Mr. Johnson, you first heard of Vemma when the 11:01:19
2 FTC sent you a copy of the TRO order on Friday, August 21;
3 right?

4 A. As I've said, it was either that day or possibly the day
5 before but it was right around that time. 11:01:38

6 Q. Okay. And you went in and took over the business the
7 following Monday, the 24th; right?

8 A. That's correct.

9 Q. And the only thing that you had reviewed when you showed
10 up at Vemma's offices on that Monday was a copy of the TRO and 11:01:57
11 a copy of the complaint that the FTC had filed; right?

12 A. Yes.

13 Q. And you didn't discuss with the FTC the allegations that
14 they were making in this case; correct?

15 A. That's correct. 11:02:15

16 Q. And you all appeared at the Vemma offices about 10 a.m. on
17 Monday, the 24th; correct?

18 A. Yes.

19 Q. And by the end of an employee meeting that you called
20 around 11:30 that morning, you had suspended all of the sales 11:02:42
21 operations of Vemma; right?

22 A. Yes.

23 Q. And you told all of the employees, except certain customer
24 reps and certain employees that you wanted to deliver
25 information to you, that they could leave; right? 11:02:58

KENTON JOHNSON - Cross

1 A. That's almost correct. Personnel people remained on site, 11:03:03
2 the IT people as you mentioned, customer service staff and
3 there were a few others.

4 Q. Okay. And all the rest were told to leave?

5 A. Yes. 11:03:23

6 Q. And they were told, "You're not coming back until you get
7 further word from the receiver or someone else"; right?

8 A. Yes.

9 Q. Now, those customer representatives that you all kept in
10 place that day, all they were allowed to do was take phone 11:03:41
11 calls. They couldn't take any orders; right?

12 A. They took phone calls but they also transcribed
13 information that people delivered to them.

14 Q. Okay. They weren't allowed to fill any orders; correct?

15 A. They were not allowed to access the system, that's 11:03:56
16 correct.

17 Q. Or fill orders?

18 A. Can't fill orders if you can't access the system.

19 Q. And by the middle of the next day, Tuesday, the 25th, so
20 about 24 hours after you all came into their offices, you laid 11:04:14
21 off the rest of the employees; right?

22 A. By the middle of the next afternoon, we converted to a
23 recorded message for incoming calls and sent the customer
24 service people home. The personnel staff was still there. The
25 IT personnel was still on site. 11:04:35

KENTON JOHNSON - Cross

1 A. There's nothing.

11:12:38

2 Q. So let's review as we go into the afternoon of the meeting
3 on the 25th when you told management business was going to
4 restart, okay? Going into that, what you had done is you had a
5 data pull done about customers, Affiliates sales numbers, you
6 had the income and balance sheet statements that you had asked
7 three questions about. You had the income statements from
8 McGladrey, right? Those were the things that you asked about?

11:13:10

9 A. That's right.

10 Q. And after you had got those things, then you had this
11 meeting on Tuesday in the afternoon; right?

11:13:29

12 A. Yes.

13 Q. And that was a meeting that was with management and one of
14 the attorneys for Vemma, my colleague, Mr. Quigley back there;
15 right?

11:13:44

16 A. That's right.

17 Q. And that meeting lasted about 15, 20 minutes. Is that
18 fair?

19 A. It was closer to 30 minutes.

20 Q. Okay. Half-hour and based on the things that we just
21 talked about, you told them the business is being shut down and
22 restart can no longer be considered; right? That was what was
23 delivered to them; correct?

11:13:53

24 A. Do you want to say that again?

25 Q. Sure. At the end of that meeting we just talked about,

11:14:12

KENTON JOHNSON - Cross

1 Monday with certain of the management where some of the -- they 11:15:34
2 asked about the foreign operations and you asked for the data
3 pull; right?

4 A. That's right. And then we had one more brief meeting
5 after that. 11:15:50

6 Q. Okay. So an aggregate of these meetings, the meetings on
7 Monday, are, what, an hour total between the three?

8 A. That's probably right.

9 Q. And then we have this half-hour meeting on Tuesday that we
10 just talked about; right? 11:16:08

11 A. Yes.

12 Q. So that 90 minutes of meeting time between those different
13 things, those are the meetings that you had with management
14 between when you came into the office and when you told them
15 operations aren't getting restarted; right? 11:16:21

16 A. Yes.

17 Q. Okay. And on page one of your report, right up front,
18 third paragraph down, when you say "the temporary receiver
19 spent a significant amount of time discussing restarting
20 certain aspects of sales operations with company management," 11:16:58
21 what you're referring to is that 90 minutes of aggregate
22 meetings between Monday and Tuesday; right?

23 A. There were some other periodic discussions but essentially
24 what you're saying is correct.

25 Q. Okay. Thanks, Mr. Johnson. Since that meeting on Tuesday 11:17:20