

1 KAMALA D. HARRIS  
Attorney General of California  
2 FELIX E. LEATHERWOOD  
3 W. DEAN FREEMAN  
Supervising Deputy Attorneys General  
4 LISA W. CHAO, State Bar No. 198536  
Deputy Attorney General  
5 300 South Spring Street, Room 1702  
6 Los Angeles, California 90013  
Telephone: (213) 897-2481  
7 Facsimile: (213) 897-5775  
8 E-mail: [Lisa.Chao@doj.ca.gov](mailto:Lisa.Chao@doj.ca.gov)

9 MICHAEL R. WEISS, State Bar No. 180946  
EPSTEIN TURNER WEISS  
10 A Professional Corporation  
11 633 W. Fifth Street, Suite 3330  
Los Angeles, California 90071  
12 Telephone: (213) 861-7487  
Facsimile: (213) 861-7488  
13 Email: [mrw@epsteinturnerweiss.com](mailto:mrw@epsteinturnerweiss.com)

14 Attorneys for Applicant  
15 Insurance Commissioner of the State of California

16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
17 **FOR THE COUNTY OF LOS ANGELES**

19 INSURANCE COMMISSIONER OF THE  
STATE OF CALIFORNIA,

20 Applicant,

21 v.

22 GOLDEN STATE MUTUAL LIFE  
23 INSURANCE COMPANY, a California  
corporation,

24 Respondent.  
25  
26  
27  
28

Case No. BS123005  
Assigned to Hon. Ann I. Jones, Dept. 86

**MEMORANDUM IN SUPPORT OF  
REVISED APPLICATION TO APPROVE  
CONSERVATION AND LIQUIDATION  
EXPENSES**

Date: January 9, 2013  
Time: 9:30 a.m.  
Dept: 86

## TABLE OF CONTENTS

I.	INTRODUCTION .....	1
II.	OVERVIEW OF GOLDEN STATE'S CONSERVATION AND LIQUIDATION .....	2
III.	STANDARD OF REVIEW FOR TRIAL COURT'S APPROVAL OF FEES AND EXPENSES INCURRED BY INSURANCE COMMISSIONER IN CONSERVING AND LIQUIDATING INSURANCE COMPANIES.....	5
IV.	DESCRIPTIONS OF THE SERVICES PERFORMED BY EACH CONSULTANT .....	6
V.	THE COMMISSIONER HAS PROVIDED "ADEQUATE INFORMATION TO PERMIT INTELLIGENT EVALUATION" OF THE EXPENSES.....	8
	A. 2009 - Worked Performed and Fees/Expenses Incurred.....	9
	B. 2010 - Worked Performed and Fees/Expenses Incurred .....	12
	C. 2011 - Worked Performed and Fees/Expenses Incurred .....	16
	D. Declarations Confirming the Expenses are Proper .....	20
	E. Samples of Original Invoices Also Confirm the Expenses are Proper.....	21
	F. Expenses from 2007 through June 2012 Show Significant Expense Reductions during Conservation and Liquidation .....	21
VI.	IN ADDITION TO COMPLIANCE WITH EXECUTIVE LIFE, THE APPROVAL OF THE FEES AND EXPENSES REQUESTED HEREIN IS CONSISTENT WITH THE CONSERVATOR'S AND LIQUIDATOR'S BROAD AUTHORITIES AND DISCRETION LUSION .....	22
VII.	CONCLUSION.....	24
	DECLARATION OF SCOTT PEARCE	
	DECLARATION OF MICHAEL R. WEISS	
	DECLARATION OF ROBERT H. NUNNALLY, JR.	
	EXHIBITS 1 - 14	



**I. INTRODUCTION.**

By Order dated September 13, 2012, the Honorable Robert H. O'Brien (the "Court") granted in part and denied in part the Application To Approve Conservation and Liquidation Expenses ("First Application") filed by Applicant Insurance Commissioner of the State of California in his capacity as Liquidator of Golden State Mutual Life Insurance Company ("Commissioner"). (September 13 Order, Exhibit 11.) Specifically, the First Application was granted in part as to the fees and expenses for eight of the fifteen consultants/vendors requested in the Application, which total \$3,001,098.18:

1. ART Movers:	\$ 10,198.71
2. Conservation & Liquidation Office:	\$1,586,348.91
3. Cooke's Crating:	\$ 6,740.47
4. Epstein Turner Weiss:	\$ 912,053.30
5. Joshua Solomon	\$ 69,255.10
6. Kane Corporation:	\$ 313,292.19
7. Ultimate Staffing:	\$ 46,189.56
8. Wisener Nunnally Gold, LLP	\$ 57,019.94

The Court did not approve the fees and expenses of seven consultants/vendors requested in the Application based upon perceived documentation deficiencies that the Court concluded undermine a proper initial determination of the propriety of the fees. The non-approved fees and expenses are excluded from this Revised Application. (September 13 Order, Ex. 11, p. 2:12-20.)

At the conclusion of its September 13, 2012 Order, the Court instructed the Commissioner to submit a revised amount for approval minus the amounts not approved. (September 13 Order, Ex. 11, p. 5:19-20.) Thereafter, by Order dated October 26, 2012, the Court instructed the Commissioner to resubmit its First Application "excising the disapproved amounts." (October 26 Order, Exhibit 12.)

By this Revised Application and pursuant to the Court's Orders, the Commissioner hereby seeks an order approving the fees and expenses for the eight consultants/vendors stated above and previously requested in the First Application in the amount of \$3,001,098.18.

## II. OVERVIEW OF GOLDEN STATE'S CONSERVATION AND LIQUIDATION.

As the Court has seen over the past three years, Golden State's conservation and liquidation has been complex and the Commissioner's staff has worked hard to address the numerous issues presented by Golden State's hazardous condition which necessitated its conservation and liquidation. Immediately upon taking over the company on September 30, 2009 and for fifteen months thereafter through December 2010, the Commissioner's on-site staff ran the day-to-day operations of the insurance company with over 106,000 policyholders, over 120,000 policies, over 100 full-time employees, over 100 agents, 7 district offices located throughout the country and an approximately \$300,000 monthly operating loss at the beginning of the conservation. During this time, Golden State had no executive, financial or legal management other than the management provided by the Commissioner and his staff. To address these deficiencies, gain control over and run Golden State's operations, arrest the company's financial deterioration, manage the company's multi-million portfolios of insurance policies, mortgage loans and securities, and position the company for a sale, merger or assumption, as well as many other actions, the Commissioner required the services of the Commissioner's Conservation & Liquidation Office ("CLO") and specialized vendors and consultants including managerial personnel, accountants, actuaries, attorneys, real estate professionals and others (collectively, "Commissioner's staff"). (Declaration of Scott Pearce ("Pearce Dec."), ¶ 6.)

As a result of the work performed by the Commissioner's staff, the Commissioner successfully transferred Golden State's 120,000 policies with over \$70 million in reserve liability to a financially solvent insurer at no loss to policyholders, secured insurance guarantee coverage for those policyholders and disabled persons not transferred to the solvent insurer, maintained pension plan benefits and provided employment transition assistance for Golden State's employees, resolved lawsuits and claims against the company, wound-down the company's operations, and completed many other essential actions. Without the transfer of Golden State's policies to a financially solvent insurer, many of the 120,000 policies would have been subject to the benefit limitations and reductions required by state insurance guaranty associations, including the requirement that policy benefit payments are limited to "eighty percent" of benefits under

1 California Guaranty Act and Insurance Code § 1067.02(c). Similarly, without the insurance  
 2 guarantee coverage for policyholders and disabled persons not transferred to the solvent insurer,  
 3 their policies and disability benefits would likely remain unpaid due to Golden State's insolvency.  
 4 (Pearce Dec., ¶ 7.)

5 The fact that remaining assets may be limited at this time and less than the expenses  
 6 incurred over the past 27 months is not an appropriate criteria to evaluate the expenses incurred,  
 7 as expenses should not be compared against the now-remaining assets. Rather, the proper  
 8 evaluation, based on the Commissioner's discretion with oversight by this Court, is whether the  
 9 expenses were necessary and proper due to the scope of the conservation and liquidation and  
 10 whether the Commissioner has submitted adequate information to permit the Court to evaluate the  
 11 Commissioner's determinations that the expenses were necessary and proper. Here, the answer is  
 12 yes, based on the information submitted with this Revised Application, the scope of Golden  
 13 State's conservation and liquidation, the successful transfer of Golden State's 120,000  
 14 policyholders with over \$70 million in reserve liability to a financially solvent insurer at no loss  
 15 to policyholder benefits, the successful transfer of non-assumed policies to state insurance  
 16 guarantee associations, the elimination of significant liabilities to Golden State, and the many  
 17 other actions detailed below.

18 Further, the liabilities driving Golden State's net asset deficiency and, therefore, limited  
 19 remaining assets, are not related to the Commissioner's expenses, except in that the  
 20 Commissioner's work substantially reduced the liabilities. The current liability to insurance  
 21 guarantee associations for assuming non-transferred policy obligations and the liability to the  
 22 Pension Benefit Guarantee Corporation ("PBGC") for assuming Golden State's substantial pre-  
 23 conservation un-funded pension obligations are estimated to be at least \$2,212,900 and at least  
 24 \$5,124,800, respectively. These liabilities would exist even without the Commissioner's  
 25 expenses because (1) the liability to state guarantee associations is due to their covering the  
 26 benefits owed under Golden State's non-assumed policies and (2) the pension liability existed  
 27 prior to conservation due to Golden State not fully paying its pension fund obligations. Such  
 28 liabilities are Priority Class 2 and Priority Class 7 liabilities, which are priority classes paid before

1 the Certificate of Contribution holders who are a Priority Class 8 liability under Insurance Code §  
 2 1033. Accordingly, even without any of the expenses for the services performed at issue here, the  
 3 estimated liability to insurance guarantee associations and the PBGC likely will prohibit any  
 4 payment to Certificate of Contribution holders since the net asset deficiency as of December 31,  
 5 2011, of \$8,693,400 exceeds the requested expenses. (Pearce Dec., ¶ 8.)

6 The Commissioner's efforts reduced these un-funded liabilities by transferring over \$11  
 7 million in liability to IA American and working with the PBGC in transferring the pension plan.  
 8 Without the Commissioner's efforts and necessary related expenses, the liability to policyholders  
 9 and insurance guarantee associations would be at least \$11 million greater and the cost of  
 10 administering the policies and liabilities would be substantial, likely an additional several million  
 11 dollars. Liabilities would be at least \$11 million greater because in September 2009, at the time  
 12 of conservation, Golden State had approximately \$71 million in policy reserve liability and over  
 13 \$60 million in assets including its commercial mortgage portfolio, bond portfolio and stock  
 14 portfolio. These assets were transferred to IA American along with the \$71 million in reserve  
 15 liability in order to transfer the 120,000 policies, with IA American accepting the \$11 reserve  
 16 deficiency as the cost of purchasing the policies. In other words, the rehabilitation and  
 17 reinsurance plan realized the value in an ongoing book of life insurance business for the creditors  
 18 of Golden State, while liquidation would have lost that value. Without the \$60 million in assets,  
 19 the policies would not have been transferred; and without the transfer of the \$11 million in  
 20 reserve deficiency to IA American, the liability to policyholders and insurance guarantee  
 21 associations would be that much greater along with a likely several million dollar expense to  
 22 administer the policies and liabilities. (Pearce Dec., ¶ 9.)

23 Operating the company, transferring the policies, reducing liabilities, resolving litigation  
 24 and the many other actions, all require expenses. Over 21 applications seeking court approval of  
 25 all major actions taken by the Commissioner have been filed with the Court, nearly all of which  
 26 were approved; and thus, the Commissioner's actions and related expenses were reasonable,  
 27 necessary, transparent and appropriately handled and disclosed. The conservation and liquidation  
 28 of Golden State was no simple or uncontested matter and, instead, required the services of

sophisticated and experienced professionals for which approval of the expenses for their services is now requested. (Pearce Dec., ¶ 10.)

**III. STANDARD OF REVIEW FOR TRIAL COURT'S APPROVAL OF FEES AND EXPENSES INCURRED BY INSURANCE COMMISSIONER IN CONSERVING AND LIQUIDATING INSURANCE COMPANIES.**

In *In re Executive Life Insurance Company* (1995) 32 Cal.App.4<sup>th</sup> 344, 399-403, the trial court approved more than \$60 million in fees to attorneys and other professionals for services performed at the direction of the Insurance Commissioner as liquidator of Executive Life Insurance Company. (*Id.*, at p. 399-403.) The Court of Appeal affirmed the trial court's approval of the fees and expenses, holding that the Commissioner had supplied the trial court with "adequate information" for the trial court to evaluate and confirm that the Commissioner had performed his duty to determine that the fees and expenses were proper and rendered to protect the insurer's estate, policyholders and creditors. (*Id.*) The information provided to the trial court was the following:

1. Declarations reciting that detailed timekeeping and invoices seeking payment were received and carefully reviewed by the Commissioner's staff and the proposed payments were reasonable and necessary for the rehabilitation of Executive Life and in its best interests,
2. Brief descriptions of the services performed by each of the professionals seeking payment,
3. A sample of original invoices permitting the court to test the accuracy of the declarations, and
4. A description of the tasks performed, time spent and amount billed for each person for each day. (*Id.*)

Specifically, the Court of Appeal stated:

The power of the Commissioner to employ professionals and to pay them for their services is found in section 1064.2, subdivision (c). A related power, exercised through the Attorney General, is to be found in section 1036. Both sections require "approval" by the trial court of fees which the Commissioner proposes to pay.



1           “Approval,” as opposed to the “award” language more common in fee-  
 2 shifting statutes, connotes an initial discretion in the Commissioner to determine  
 3 whether fees billed are proper. The Commissioner is the public officer designated  
 4 as the steward for the funds of the insolvent insurer whose estate he or she  
 5 administers. The Commissioner's initial determination necessarily requires  
 6 adequately detailed information describing the work performed, by whom it was  
 7 performed, the time spent and when it was spent, and the rate and amount billed,  
 8 unless an approved contract of employment specifies a different basis of  
 9 compensation. [Citation.] The Commissioner should possess sufficient  
 10 information to be able to determine from the billings any excessive or duplicative  
 11 charges, and seek clarification and correction where appropriate. Where  
 12 compensation is on other than an hourly basis, the Commissioner must possess  
 13 adequate information to determine that the terms of the engagement were satisfied.

14           To obtain court approval for payment of the fees deemed appropriate, the  
 15 Commissioner must supply the court with adequate information to permit  
 16 intelligent evaluation of the basis for the Commissioner's determination. The court  
 17 must be satisfied that the Commissioner has performed his duty to protect the  
 18 interests of the estate. It is not required by statute, nor is it practical, for the court  
 19 to undertake a detailed review of the invoices before approving payment. The  
 20 Commissioner must, however, be ready to provide whatever documentation the  
 21 court may find necessary in determining the propriety of the Commissioner's  
 22 request that payment be approved.

23           These standards were met in this case. The Commissioner's motions for  
 24 approval of fees were accompanied by declarations from employees of [Executive  
 25 Life] or from the Commissioner's special counsel. These declarations recite that  
 26 “extremely detailed” invoices seeking payment for legal or other professional  
 27 services were received and carefully reviewed in their detail by the  
 28 Commissioner's staff. They recite that the proposed payments to the professional  
 firms “are reasonable and necessary for the rehabilitation” and are in the best  
 interests of [Executive Life]. Also attached to the motions were brief descriptions  
 of the services performed by each of the professionals seeking payment.

          The court had other substantial evidence that supplemented and  
 corroborated these declarations. At the court's request, the Commissioner supplied  
 under seal for the court's inspection a sample of original invoices from its lead  
 counsel, Rubinstein & Perry, thus permitting the court to test the accuracy of the  
 declarations based upon them. These invoices cover the months of March, May  
 and July, 1992. They include a description of the tasks performed, the time spent,  
 and the amount billed for each attorney or legal assistant for each day. These  
 invoices, which appear to be representative of the billing practices utilized in this  
 case, provide a substantial basis for the court to believe the Commissioner was  
 receiving adequate information upon which to exercise his discretion regarding  
 payment to professionals for services rendered. (*Id.*, at p. 399-403.)

#### 25   **IV. DESCRIPTIONS OF THE SERVICES PERFORMED BY EACH CONSULTANT.**

26           The services performed by each consultant are described below and set forth in Mr.  
 27 Pearce's Declaration attached hereto, ¶¶ 11(a)-(h), and Exhibit 1.

1. Commissioner's CLO: The CLO is an administrative service entity created by the Commissioner to administer the estates of insurers undergoing conservation or liquidation in California. Upon obtaining a conservation or liquidation order, the Insurance Commissioner generally delegates his statutory administrative duties over the insurer to the CLO and/or to special deputy insurance commissioners, pursuant to Insurance Code § 1035. The CLO's administrative expenses are allocated to each conservation or liquidation estate it manages on a pro rata basis ("Allocated Expenses"). Allocated Expenses are non-estate specific expenses and include office supplies, rent, utilities and other occupancy expenses as well as salaries and benefits for CLO and CAB employees. The portion of Allocated Expenses charged to each estate is determined by the amount of time CLO employees worked on estate matters. For example, if total estate hours for a particular month is 4,000 hours, and 200 of those are attributed to Golden State, the CLO would charge Golden State's estate 5% (or 200/4,000) of the Allocated Expenses for that month. Allocated Expenses also include the CAB's administrative expenses, which are based on hours billed by the CAB's legal staff and the pass-through billings associated with work performed by the Attorney General's Office.

2. Epstein Turner Weiss: Epstein Turner Weiss is a law firm that provided legal services to the Commissioner and his staff including providing advice concerning insurance conservation and liquidation, rehabilitation, reinsurance, policy termination, asset liquidation, employment termination, litigations, real estate, re-negotiation of lease terms and terminations, Golden State's retirement plan and PBGC issues, private sector employment and employment discrimination claims and litigation matters, the sale of Golden State's book of insurance business, corporate governance, and other issues and matters pertaining to Golden State.

3. Wisener Nunnally Gold: Wisener Nunnally Gold is a law firm that provided legal services including assisting with negotiating the sale of the Golden State's insurance policies and annuity contracts and drafting the agreements for said sale, transfer of historical materials to UCLA Library, and additional related matters.

4. Kane Corporation: Kane Corporation provided mortgage loan marketing services and commercial real estate consulting services to the Commissioner regarding Golden State's



1 commercial mortgage loan portfolio and office buildings, marketed and solicited Golden States  
 2 commercial mortgage loan portfolio in an effort to maximize its value, assisted with the sale of  
 3 two foreclosed loans, inspected each district office, evaluated and interviewed local real estate  
 4 brokers to develop an asset disposition plan, and continues to assist in the disposition of  
 5 remaining real estate assets.

6 5. Ultimate Staffing: Ultimate Staffing provided temporary employment services,  
 7 which were necessary to assist the Commissioner in sorting, boxing, inventorying and removing  
 8 thousands of boxes containing Golden State's records from Golden State's home office building  
 9 in December 2010.

10 6. Cooke's Crating: Cooke's Crating provided fine art packing and transporting for  
 11 Golden State's fine art collection, historical matters and records, which were necessary to  
 12 properly package and transport these items.

13 7. ART Movers: ART Movers provided fine art storage for Golden State's fine art  
 14 collection, historical matters and records.

15 8. Joshua Solomon: Joshua Solomon provided equipment disposition and consulting  
 16 services, including organizing and inventorying Golden State's fine art collection and historical  
 17 materials, clearing out Golden's State's home office building, and disposing of certain of Golden  
 18 State's equipment, furniture and assets.

19 (Pearce Dec., ¶ 11(a)-(h).)  
 20

21 **V. THE COMMISSIONER HAS PROVIDED "ADEQUATE INFORMATION TO**  
 22 **PERMIT INTELLIGENT EVALUATION" OF THE EXPENSES.**

23 To detail the Commissioner's expenses for the twenty-seven month period from  
 24 September 30, 2009 through December 31, 2011, the Commissioner has divided the time period  
 25 at issue by year – 2009, 2010 and 2011. Sections A, B and C below provide a detailed summary  
 26 of the work performed by the Commissioner's staff during the years 2009, 2010 and 2011, and  
 27 provide the names, hourly rates, total expenses incurred and brief scope of work for each  
 28 consultant hired to assist the Commissioner at issue here. Section D below provides a summary

of the Declaration from the Commissioner's Senior Estate Trust Officer Scott Pearce, reciting that detailed timekeeping and invoices seeking payment were received and carefully reviewed by the Commissioner's staff, the proposed payments to consultants were reasonable and necessary for Golden State's conservation and liquidation, and the work performed and expenses were in the best interests of Golden State's estate. Section E discusses the four months of invoices attached hereto as Exhibits 3 through 10. Section F provides a summary of the Commissioner's reduction in Golden State's expenses from its peak in 2009 through June 2012.

**A. 2009 - Work Performed and Fees/Expenses Incurred.**

On September 30, 2009, the Commissioner was appointed Golden State's Conservator because as of June 30, 2009, Golden State was financially impaired and deemed to be operating in a hazardous financial condition in that its reported paid-in capital and surplus of assets in excess of liabilities was \$1,650,693 instead of the required \$5,000,000, and because Golden State could no longer continue its operations without conservation because it lacked sufficient paid-in capital and surplus to ensure policyholder safety. (Pearce Dec., ¶ 12.)

Immediately thereafter, during the next 90-days from September 30 through December 31, 2009, the Commissioner's primary objectives were to take control of all aspects of Golden State and its operations and to ensure the company's financial situation did not deteriorate further. Taking control of Golden State and its operations and arresting the company's financial deterioration were no easy tasks, as both objectives required extensive work to be performed. (Pearce Dec., ¶ 13.)

From September through December 2009, the Commissioner's staff performed the following necessary and significant work, in addition to additional work on a daily basis:

1. Took control of Golden State and its day-to-day operations, including its over 100 employees, 86 captive insurance and annuity agents, expenses, bank and financial accounts, policy maintenance and premium collection.
2. Notified and served copies of the Order of Conservation on all of Golden State's directors, officers, employees, district offices, landlords, banks, financial institutions, guaranty associations and reinsurers, as required by statute.

3. Physically took control of Golden State's home, district and satellite offices and office buildings, including locations in (1) Los Angeles; (2) Oakland; (3) Vallejo; (4) Chicago; (5) Dallas; (6) Tyler, Texas; (7) Beaumont, Texas; (8) Houston, Texas; (9) Detroit, Michigan; (10) Charlotte, North Carolina; (11) Winston-Salem, North Carolina; and (12) Rocky Mount, North Carolina.
4. Took control of and actively maintained Golden State's 120,000 life, health and disability insurance policies and annuity contracts, having a premium volume of approximately \$10 million. Maintaining Golden State's in-force policies and annuity contracts was essential to maximize Golden State's estate value.
5. Took control of and actively managed Golden State's portfolio of commercial mortgage loans, consisting of 67 loans having a total principal balance of approximately \$25,230,775.
6. Took control of and directed the management of a portfolio of investment grade bonds valued in accordance with the National Association of Insurance Commissioners' ("NAIC") practices and procedures manual at approximately \$27,507,445 and a portfolio of investment grade stocks valued in accordance with NAIC's practices and procedures manual at approximately \$4,663,168.
7. Evaluated Golden State's business, business operations, operational capabilities, financial condition, assets, liabilities and records to determine the sustainability and long-term prospects of Golden State and its insurance business.
8. In November 2009, based on Golden State's financial condition and its operational capabilities, determined that the business operations of Golden State were not sustainable and the best course of action for Golden State's policyholders and creditors was to position the company for a sale, merger or assumption of its life, annuity and health insurance policies and contracts by a third party.
9. Prepared a comprehensive bid and request for proposal package for the purpose of soliciting interest from potential bidders for the purchase of Golden State's insurance and annuity contract business including bids for the sale of the entire

company, and thereafter sent detailed and extensive information packages to thirteen interested parties and completed numerous on-site visits and due diligence evaluations of Golden State by the interested parties.

10. Backed up all of Golden State's data systems.

11. Created and implemented annuity surrender procedures to ensure that policyholders would not cash out their annuity and insurance products, to prevent a run-on-the-bank situation.

12. Completed an assessment of Golden State's finance department.

13. Completed and filed Golden State's (a) annual pension report and audit, (b) December 31, 2008 financial audit, and (c) September 30, 2009 financial audit and Quarterly Financial Statement.

14. Analyzed the costs and benefits of consolidating and/or closing certain of Golden State's district and satellite offices.

15. Implemented employee reductions and termination of Golden State's general agents.

16. Implemented incentive programs and procedures to collect past due premiums, to retain business with Golden State and to retain employees to limit departures of key personnel.

17. Commenced and completed re-negotiations of home and district office leases.

18. Responded to numerous state and federal employment complaints, claims and lawsuits in California, Illinois, Texas and North Carolina.

(Pearce Dec., ¶¶ 13(a)-(r).)

To complete the above and additional work, the Commissioner incurred \$738,159.94 in fees and expenses in 2009. \$422,721.42 of this amount was previously approved by Judge Yaffe, and \$207,345.39 of this amount was incurred to the four consultants and vendors listed in this Revised Application and remains to be approved in this Revised Application. The following shows the fees and expenses not previously approved which were incurred to the four

consultants/vendors listed in this Revised Application who provided services in 2009, at their hourly rates and total for 2009.

<u>Consultant</u>	<u>Hourly Rates</u>	<u>Total 2009</u>	<u>Scope of Work</u>
CLO	\$157.95	\$138,806.80	Operations, on-site management
Epstein Turner Weiss	\$150-295	\$ 46,401.74	Legal services, all aspects, litigation
Joshua Solomon	\$100	\$ 14,282.82	On-site consulting, project management
Kane Corporation	\$149-250	\$ 7,854.07	Real estate portfolio management
		\$207,345.43	

(Pearce Dec., ¶¶ 14, 15; and see Spreadsheet attached as Exhibit 1, which details additional information on the Commissioner's staff and consultants and the scope of work performed.)

**B. 2010 - Work Performed and Fees/Expenses Incurred.**

In 2010, after gaining control over Golden State's operations and financial condition, the Commissioner's primary objections were to evaluate proposals to have a financially solvent company purchase Golden States policies, annuity contracts and commercial mortgage portfolio, while maintaining the premium collection book of business. The Commissioner's secondary objectives were to close and consolidate district offices, reduce staff, reduce liabilities, monetize assets and develop a closing plan to discontinue district offices and vacate the Los Angeles Home Office in the most cost effective and efficient manner by the close of 2010, which he successfully did. (Pearce Dec., ¶ 16.)

To accomplish his 2010 objectives, the Commissioner's staff performed the following necessary and significant work, in addition to additional work on a daily basis:

1. In January 2010, after the Commissioner provided detailed and extensive information packages to interested parties and completed numerous on-site visits and due diligence evaluations, five insurers submitted bids for the purchase of Golden State's business and/or policies. From January through September 2010, the Commissioner (a) performed in-depth evaluations of the five bids, (b) selected

1 IA American Life Insurance Company to purchase the approximately 120,000 in-  
 2 force life, health and disability insurance policies and annuity contracts, (c)  
 3 negotiated detailed purchase and assumption agreements with IA American, (d)  
 4 drafted and provided written notice of the transaction to the holders of the  
 5 approximately 120,000 policies and annuity contracts, and (e) drafted and filed  
 6 extensive pleadings seeking court approval of the transaction.

7 2. On September 2, 2010, after receiving court approval, the Commissioner and IA  
 8 American completed the Assumption Reinsurance Agreement which resulted in  
 9 the transfer to IA American of Golden State's policies and annuity contracts (a  
 10 substantial benefit to the policyholders) and transfer to IA American of  
 11 approximately \$71 million in reserve liability and certain of Golden State's assets  
 12 totaling approximately \$60 million including Golden State's commercial mortgage  
 13 portfolio, bond portfolio, stock portfolio and other assets. Without this transaction,  
 14 many of the 120,000 insurance policies would have been subject to the benefit  
 15 limitations and reductions required by state insurance guaranty associations,  
 16 including the "eighty percent" policy payment limitation under Insurance Code §  
 17 1067.02(c).

18 3. Throughout 2010, the Commissioner continued to negotiate and resolve with IA  
 19 American numerous post-transaction policy, reinsurance and accounting issues,  
 20 address regulatory and reinsurance issues concerning the transaction, and address  
 21 policyholder concerns regarding the purchase of their policies by IA American.

22 4. Throughout 2010, began the process of winding down Golden State's employment  
 23 operations and terminated Golden State's employees including Golden State's  
 24 former executives, Board of Directors, eighty-six captive insurance and annuity  
 25 agents, underwriting department, and all of Golden State's over 100 employees  
 26 and personnel, in compliance with state and federal employment notice and  
 27 termination requirements.  
 28



- 1           5.     As part of the winding down of Golden State's employment, continued to  
2             implement employment incentive plans and employment assistance programs to  
3             assist Golden State's employees and lessen the adverse impact on employees and  
4             Golden State's business operations. The programs included:
  - 5               (a)     A successful Employee Retention Incentive Plan in which key employees  
6                       were provided a monetary incentive to continue their employment through  
7                       certain dates in 2010. The incentive plan was necessary to maintain key  
8                       employees to assist with day-to-day business operations and the migration  
9                       of policies to IA American.
  - 10              (b)     A successful Premium Collection Incentive Plan in which district managers  
11                       and agents were provided a monetary incentive to collect past due  
12                       premiums from policyholders, so as to minimize lost revenues due to  
13                       unpaid premiums at the conclusion of the conservation.
  - 14              (c)     Pre-termination employment transition assistance services to employees  
15                       including pre-termination retirement plan counseling and pre-termination  
16                       governmental assistance and counseling seminars and programs.
- 17           6.     Consolidated and reduced Golden State's district offices, which significantly  
18             reduced Golden State's operating expenses.
- 19           7.     Terminated office leases and successfully re-negotiated the leases for Golden  
20             State's Home Office building in Los Angeles and two district offices, securing  
21             significant rent reductions and early terminations without penalty.
- 22           8.     Implemented an office closing plan to timely vacate Golden State's Home Office  
23             in Los Angeles and remaining district offices, under which essential business  
24             related materials were transferred to the Home Office to be inventoried and sent to  
25             storage, business equipment was returned to lessors and/or disposed of, and the  
26             Home Office and district office spaces were cleaned and vacated.



- 1 9. Commenced and completed a system-wide back-up of all electronic data generated
- 2 and/or stored by Golden State and installed a back-up server to improve system
- 3 reliability.
- 4 10. Prepared Golden State's annual retirement plan report and retirement plan audit.
- 5 11. Worked with an actuarial consulting services firm to develop reserve valuations
- 6 and projections for Golden State's liabilities used to assist the Commissioner with
- 7 valuing Golden State's insurance policies and annuity contracts for sale.
- 8 12. Actively managed Golden State's mortgage portfolio, and marketed and sold
- 9 foreclosed property.
- 10 13. Established hardship committee to review and respond to policyholder surrender
- 11 requests larger than \$5,000.
- 12 14. Maintained annual premium income at above projected estimates prior to policy
- 13 assumption by IA American.
- 14 15. Completed and filed Golden State's year end 2008 and 2009 Annual Statements.
- 15 16. Marketed district offices for sale.
- 16 17. Migrated electronic policy and mortgage portfolio information to IA American.
- 17 18. Completed an inventory of Golden State's fine art and collection of historic
- 18 materials, and undertook efforts to market and sell the items.
- 19 19. Inventoried and removed 5,400 boxes of records located at Home Office.

20 (Pearce Dec., ¶¶ 17(a)-(s).)

21 To complete the above and additional work, the Commissioner incurred a total of

22 \$1,509,864.26 in fees and expenses during 2010 to the eight consultants and vendors listed in this

23 Revised Application. The following shows the fees and expenses incurred to the eight

24 consultants/vendors listed in this Revised Application who provided services in 2010, at their

25 hourly rates and total for 2010.

26 //

27 //

28 //

<u>Consultant</u>	<u>Hourly Rates</u>	<u>Total 2010</u>	<u>Scope of Work</u>
CLO	\$157.95	\$702,696.66	Operations, on-site management
Epstein Turner Weiss	\$150-295	\$443,985.36	Legal services, all aspects, litigation
Wisener Nunnally	\$250	\$ 41,185.60	Legal services, reinsurance, art portfolio
Joshua Solomon	\$100	\$ 54,972.28	On-site consulting, project management
Cookes Crating	\$49	\$ 5,319.47	Professional packing and transportation
ART Movers	\$817/month	\$ 467.71	Fine art storage, historical materials
Ultimate Staffing	\$21.88-67.70	\$ 46,189.56	Temporary employment services
Kane Corporation	\$149-250	<u>\$215,047.62</u>	Real estate portfolio management
		\$1,509,864.26	

(Pearce Dec., ¶¶ 18, 15; and see Spreadsheet attached as Exhibit 1.)

**C. 2011 - Work Performed and Fees/Expenses Incurred.**

In January 2011, the Commissioner was discharged as Conservator and appointed Liquidator of Golden State Mutual. All aspects of the liquidation were transitioned to the CLO in San Francisco. The Commissioner's primary objectives in 2011 were to monetize Golden State's remaining assets, resolve liabilities and wind up the affairs of Golden State in a cost effective efficient manner. Throughout 2011 the Commissioner was challenged with resolving numerous non-assumed liabilities including Golden State's multi-million pension liability, long term disability policy claimants and employee life insurance benefits, and with responding to numerous policyholder, creditor and public concerns regarding the transfer of policies, disposition of assets and historical significance of Golden State. (Pearce Dec., ¶ 19.)

To accomplish his 2011 objectives, the Commissioner's staff performed the following necessary and significant work, in addition to additional work on a daily basis:

1. Negotiated and reached agreement with the National Organization of Life and Health Insurance Guaranty Associations ("NOLHGA") through which NOLGHA agreed to provide coverage to Golden State's group life certificate holders, long-

28

term disability claimants, and non-assumed policy liability. Without NOLHGA's coverage, the insureds would likely lose coverage and not receive benefits.

2. Terminated Golden State's 401(k) retirement plan, which required extensive work to locate former employee plan participants and secure required termination forms from plan participants.
3. Negotiated for, terminated, received court approval and transferred Golden State's pension plan to the PBGC, the result of which maintained pension payments for Golden State's plan participants.
4. Resolved significant issues concerning the PBGC's purported multi-million dollar lien claim against Golden State's assets due to the multi-million dollar underfunded portion of the pension plan, and expended significant time and effort to negotiate and ensure that the termination and transfer of the pension plan to the PBGC did not establish or control the priority of PBGC's claim.
5. Completed a second request for proposal process for the sale of Golden State's fine art collection and historical materials including its removable murals, 120 pieces of African-American art and historical materials. Upon selecting prevailing bidders, prepared three separate purchase and sale agreements for Court approval. The Court approved the agreement to transfer Golden State's historical materials to the UCLA Library; the agreement to sell the murals was withdrawn because the bidder withdrew; and the agreement to sell the art collection was denied by the Court.
6. Loaned a significant portion of Golden State's art collection to the California African American Museum for display as part of a continuing city-wide art exhibition.
7. Extensively evaluated and responded to community concerns regarding Golden State and its policyholders, historical significance, historical materials and art collection including murals.
8. Filed numerous applications with the Court for approval of administrative actions including applications for approval of sales of Golden State's real property, the

liquidation of Golden State, continuation of the proof of claim deadline, settlements of claims and lawsuits against Golden State, and other actions.

9. Completed final financial "True Up" reconciliation and Release Agreement with IA American.

10. Responded to numerous data and records requests from IA American.

11. Responded to numerous claim and policy related inquiries.

12. In 2011 as well as 2010, resolved most lawsuits, complaints, claims and legal matters that were either pending at the time of conservation or had been commenced against Golden State during conservation. The larger litigation matters and disputes include:

(a) *Equal Employment Opportunity Commission v. Golden State*, United States District Court for the Western District of North Carolina, Statesville Division, Civil Action No. 3:09cv00105. This was a discrimination action against Golden State by the Equal Employment Opportunity Commission ("EEOC") on behalf of a former employee. The action resolved through settlement, with approval applied for and granted by both Judge Yaffe and the United States District Court for the Western District of North Carolina.

(b) *Willie M. Grady v. Golden State*, Discrimination Complaints filed with Illinois Department of Human Rights and City of Chicago Commission of Human Relations by a former employee who was demoted for violations of his employment agreement and the Court's Order Appointing Conservator by his appointment with competing insurance companies during his employment with Golden State and his solicitation of Golden State's policyholders to switch to other insurance companies after the conservation. The Commissioner's staff responded to the complaints and, based on those responses and further requests for information, the complaints were dismissed without hearing.

- 1 (c) *Valerie Belcher v. Golden State*, Discrimination Complaints also filed with  
 2 Illinois Department of Human Rights and City of Chicago Commission of  
 3 Human Relations by a former employee who was demoted for violations of  
 4 her employment agreement and the Court's Order Appointing Conservator  
 5 by her appointment with competing insurance companies during her  
 6 employment with Golden State and her solicitation of Golden State's  
 7 policyholders to switch to other insurance companies after the  
 8 conservation. The Commissioner's staff responded to the complaints and  
 9 again, based on those responses and further requests for information, the  
 10 complaints were dismissed without hearing.
- 11 (d) *Childs v. Golden State, California Labor Commissioner Case No. 06-*  
 12 *93878 DG*. This was an employee wage waiting time penalty claim by a  
 13 former employee. The Commissioner's staff responded to the claim and,  
 14 after a hearing, the claim was denied by the Labor Commissioner.
- 15 (e) *James H. Nunya v. Golden State*, Los Angeles Superior Court Case No.  
 16 LAM 08M11746. Mr. Nunya is a former employee who unsuccessfully  
 17 sought damages from Golden State in Los Angeles Small Claims Court,  
 18 and appealed the denial of his claim to the Los Angeles Superior Court,  
 19 assigned to the Honorable Coleman Swatt, Judge. In response to this  
 20 Courts September 30, 2009 Order Appointing Conservator and Restraining  
 21 Orders, Judge Swatt stayed the case.
- 22 (f) *Community Impact Development II, LLC ("CID") v. Golden State*. Dispute  
 23 over ownership of murals. The Commissioner's staff commenced  
 24 depositions and document subpoenas to evaluate CID's ownership claim to  
 25 the murals, evaluated and responded to CID's complaint claiming  
 26 ownership of the murals, and participated in pre-trial discovery and  
 27 preparations. The case is currently pending for trial in December 2012.
- 28

(g) Numerous employment, policy and miscellaneous claims against Golden State's assets.

(Pearce Dec., ¶¶ 20(a)-(l)(7).)

To complete the above and additional work, the Commissioner incurred a total of \$1,283,888.53 in fees and expenses during 2011 to the six consultants and vendors listed in this Revised Application. The following shows the fees and expenses incurred to the six consultants/vendors listed in this Revised Application who provided services in 2011, at their hourly rates and total for 2011.

<u>Consultant</u>	<u>Hourly Rates</u>	<u>Total 2010</u>	<u>Scope of Work</u>
CLO	\$157.95	\$744,845.45	Operations, management
Epstein Turner Weiss	\$150-295	\$421,666.20	Legal services, all aspects, litigation
Wisener Nunnally	\$250	\$ 15,834.34	Legal services, reinsurance, art portfolio
Cookes Crating	\$49	\$ 1,421.00	Professional packing and transportation
ART Movers	\$817/month	\$ 9,731.00	Fine art storage, historical materials
Kane Corporation	\$149-250	<u>\$ 90,390.54</u>	Real estate portfolio management
		\$1,283,888.53	

(Pearce Dec., ¶¶ 21, 15; and see Spreadsheet attached as Exhibit 1.)

**D. Declarations Confirming the Expenses are Proper.**

As declared by the Commissioner's Senior Estate Trust Officer Mr. Pearce, the Commissioner and his staff received detailed timekeeping and invoices from each of its consultants and service providers at issue here for the work performed, carefully reviewed the timekeeping and invoices for any excessive or duplicative charges, and sought clarification and correction where appropriate. Mr. Pearce also has declared that the proposed payments sought for approval were reasonable and necessary for Golden State's conservation and liquidation, are reasonable for the services performed and were rendered in the best interests of Golden State's estate. Further, as part of his declaration, Mr. Pearce summarized the services performed by each of the consultants at issue here and has attached a spreadsheet detailing the hourly rates or



payment basis for the consultants, the total amounts incurred for each of the years 2009, 2010 and 2011, and a short summary of the services performed. (Pearce Dec., ¶¶ 6-25; Declaration of Michael R. Weiss, ¶¶ 2-6; and Declaration of Robert H. Nunnally, Jr., ¶¶ 1-15.)

**E. Samples of Original Invoices Also Confirm the Expenses are Proper.**

Samples of original invoices representing at least four months of the total expenses requested to be approved in this Application are attached for each consultant as Exhibits 3 through 10. A four month sample of invoices is attached for consultants and vendors CLO, Epstein Turner Weiss, Wisener Nunnally Gold, Kane Corporation and Joshua Solomon. All invoices are attached for consultants and vendors Ultimate Staffing, Cooke's Crating and ART Movers, because a four month sampling of invoices was not available due to their more limited, project based work performed. (Pearce Dec., ¶¶ 22-24, Exhibit 2.)

**F. Expenses from 2007 through June 2012 Show Significant Expense reductions during Conservation and Liquidation.**

Prior to conservation, Golden State's general expenses greatly increased in 2009 over years 2007 and 2008, increasing to \$13,457,390 in 2009. After 2009, the Commissioner reduced general expenses for 2010 by nearly \$3 million and reduced general expenses for 2011 by another \$9 million to \$1,617,845. The Commissioner's efforts to reduce expenses continues today, as shown by the limited expenses of \$412,741 through June 30, 2012. The following table shows Golden State's expenses from 2007 through June 2012.

<u>Year</u>	<u>General Expenses</u>	<u>Taxes, Licenses, Fees (excludes federal income tax)</u>	<u>Total</u>
2007	\$ 8,820,497	\$ 936,927	\$ 9,757,424
2008	\$ 7,686,229	\$ 941,937	\$ 8,628,166
2009	\$11,691,063	\$1,766,327	\$13,457,390
2010	\$ 8,659,217	\$2,011,914	\$10,671,131



1	2011	\$ 1,617,845	\$ 0	\$ 1,617,845
2	2012	\$ 412,741	\$ 0	\$ 412,741

3 (Pearce Dec., ¶ 25.)

4

5 **VI. IN ADDITION TO COMPLIANCE WITH EXECUTIVE LIFE, THE APPROVAL**

6 **OF THE FEES AND EXPENSES REQUESTED HEREIN IS CONSISTENT WITH**

7 **THE CONSERVATOR'S AND THE LIQUIDATOR'S BROAD AUTHORITIES**

8 **AND DISCRETION.**

9 Impaired and insolvent insurance companies are precluded from seeking relief in

10 bankruptcy. (11 U.S.C. § 109(b)(2) (“A person may be a debtor under chapter 7 of this title only

11 if such person is not . . . a domestic insurance company”).) Instead, California, like most states,

12 has statutory proceedings subjecting impaired and insolvent insurers to orderly conservation,

13 rehabilitation and/or liquidation. California’s statutory proceedings are codified in Insurance

14 Code § 1010 *et seq.* (*Garamendi v. Golden Eagle Insurance Company* (2005) 128 Cal.App.4<sup>th</sup>

15 452 (Insurance conservation proceedings are special proceedings subject to the provisions of the

16 California Insurance Code).)

17 The approval of the fees and expenses requested herein is consistent with the

18 Conservator’s and the Liquidator’s authorities and discretion under the Court’s Orders appointing

19 conservator and liquidator, the Insurance Code and case law.

20 First, the Order Appointing Conservator directed the Insurance Commissioner as

21 Conservator to conduct the business of Golden State or so much thereof as the Conservator may

22 deem appropriate, and authorized him to employ special deputy commissioners, assistants, clerks

23 and legal counsel, and to give to each of them those powers that the Conservator deemed

24 necessary. (Order Appointing Conservator, ¶¶ 1, 8, 13 and 14, Exhibit 13, citing Insurance Code

25 §§ 1035(a), 1036 and 1037.) Similarly, the Order Appointing Liquidator directs the Liquidator to

26 liquidate and wind up the business of Golden State and to act in all ways and exercise all powers

27 necessary for the purpose of carrying out this Order. (Order Appointing Liquidator, ¶¶ 1, 2,

28 Exhibit 14, citing Insurance Code § 1016.)

1 Second, Insurance Code § 1037, entitled "Powers of commissioner as conservator or  
2 liquidator," provides broad powers to the Insurance Commissioner as conservator and liquidator  
3 of insurance companies and authorizes the Liquidator to sell and dispose of Golden State's  
4 property. Section 1037 states in pertinent part:

5 Upon taking possession of the property and business of any person in any  
6 proceeding under this article, the commissioner, exclusively and except as  
7 otherwise expressly provided by this article, either as conservator or liquidator:

8 (a) [Conservation of assets; conduct of business.] Shall have authority to  
9 collect all moneys due that person, and to do such other acts as are necessary or  
10 expedient to collect, conserve, or protect its assets, property, and business, and to  
11 carry on and conduct the business and affairs of that person or so much thereof as  
12 to him or her may seem appropriate.

13 . . . .  
14 (d) [Acquisition and disposition of property.] Shall have authority without  
15 notice, to acquire, hypothecate, encumber, lease, improve, sell, transfer, abandon,  
16 or otherwise dispose of or deal with, any real or personal property of that person at  
17 its reasonable market value, or, in cases other than acquisition, sale, or transfer on  
18 the basis of reasonable market value, upon such terms and conditions as the  
19 commissioner may deem proper. However, no transaction involving real or  
20 personal property shall be made where the market value of the property involved  
21 exceeds the sum of twenty thousand dollars (\$20,000) without first obtaining  
22 permission of the court, and then only in accordance with any terms that court may  
23 prescribe.

24 . . .  
25 [General powers.] The enumeration, in this article, of the duties, powers  
26 and authority of the commissioner in proceedings under this article shall not be  
27 construed as a limitation upon the commissioner, nor shall it exclude in any  
28 manner his or her right to perform and to do such other acts not herein specifically  
enumerated, or otherwise provided for, which the commissioner may deem  
necessary or expedient for the accomplishment or in aid of the purpose of such  
proceedings.

29 Third, California case law supports the broad grant of powers accorded the Insurance  
30 Commissioner to transfer assets when he is conserving, rehabilitating, and/or liquidating  
31 insurance companies. For instance, in *Executive Life*, the Court of Appeal stated that:

32 The Commissioner is an officer of the state (*Caminetti v. Pac.*  
33 *Mutual L. Ins. Co.* (1943) 22 Cal.2d 344, 354 [139 P.2d 908]) who, when  
34 he or she is a conservator, exercises the state's police power to carry  
35 forward the public interest and to protect policyholders and creditors of the

insolvent insurer. (*Carpenter v. Pacific Mut. Life Ins. Co.* (1937) 10 Cal.2d 307, 330-331 [74 P.2d 761].)

In exercising this power, the Commissioner is vested with broad discretion. (*Commercial Nat. Bank v. Superior Court* [(1993)] 14 Cal.App.4th [393] at p. 402.) This discretion is subject to statutory limitations (see *id.* at p. 409) and the requirement that the exercise of discretion be neither arbitrary nor improperly discriminatory. (*Carpenter v. Pacific Mut. Life Ins. Co.*, *supra*, 10 Cal.2d at p. 329.)

(*Executive Life*, *supra*, at p. 356.)

The Court concluded that:

. . . The trial court reviews the Commissioner's actions under the abuse of discretion standard. (*Commercial Nat. Bank v. Superior Court*, *supra*, 14 Cal.App.4th 393, 398): was the action arbitrary, i.e. unsupported by a rational basis, or is it contrary to specific statute, a breach of the fiduciary duty of the conservator as trustee, or improperly discriminatory?

(*Executive Life*, *supra*, at p. 358.)

Here, the fees and expenses incurred by the Conservator and Liquidator during the period September 30, 2009 through December 31, 2011 are not an abuse of discretion. Accordingly, the fees and expenses should be approved by the Court.

## VII. CONCLUSION

For the foregoing reasons and pursuant to the Court's September 13 and October 26, 2012 Orders reasons set forth in the moving application, the Court should grant the Commissioner's Application to Approve Conservation and Liquidation Expenses and approve the amounts requested therein, which are:

- |    |                        |                |
|----|------------------------|----------------|
| 1. | Commissioner's CLO:    | \$1,586,348.91 |
| 2. | Epstein Turner Weiss:  | \$ 912,053.30  |
| 3. | Wisener Nunnally Gold: | \$ 57,019.94   |
| 4. | Kane Corporation:      | \$ 313,292.19  |
| 5. | Ultimate Staffing:     | \$ 46,189.56   |
| 6. | Cooke's Crating:       | \$ 6,740.47    |

1           7.     ART Movers:                 \$   10,198.71

2           8.     Joshua Solomon             \$   69,255.10

3   \$3,001,098.18

4  
5     DATE: November 19, 2012

KAMALA D. HARRIS  
Attorney General of California  
FELIX E. LEATHERWOOD  
W. DEAN FREEMAN  
Supervising Deputy Attorneys General  
LISA W. CHAO  
Deputy Attorney General

10                         EPSTEIN TURNER WEISS  
11                         A Professional Corporation

12                         By: 

13                         MICHAEL R. WEISS  
14                         Attorneys for Applicant  
15                         INSURANCE COMMISSIONER OF THE  
16                         STATE OF CALIFORNIA

# **DECLARATION OF SCOTT PEARCE**

**DECLARATION OF SCOTT PEARCE**  
**IN SUPPORT OF COMMISSIONER'S REVISED APPLICATION TO APPROVE**  
**CONSERVATION AND LIQUIDATION EXPENSES**

I, Scott Pearce, declare as follows:

1. I have personal knowledge of the facts and circumstances set forth in this declaration, and if called upon to do so, I could and would competently testify thereto.

2. I am the Senior Estate Trust Officer for the Insurance Commissioner's Conservation & Liquidation Office. Starting on September 30, 2009, and continuing to the present, I have been and currently am the Estate Trust Officer on behalf of the Insurance Commissioner in his Statutory Capacity as Conservator ("Conservator") and then as Liquidator ("Liquidator") of Golden State Mutual Life Insurance Company ("Golden State").

3. As the Senior Estate Trust Officer on behalf of the Conservator and now Liquidator of Golden State, I am responsible for the supervision and management of matters pertaining to the conservation and liquidation of Golden State.

4. I have read the Liquidator's Application To Approve Conservation And Liquidation Expenses, the Supplemental Submission in Support of said application and this Revised Application ("Revised Application").

5. Based on my supervision and management of matters pertaining to Golden State, my experience, review and understanding of the events related to the conservation and now liquidation of Golden State, my and my staff's review of the files and records routinely maintained in the regular and ordinary course of business and believed to be entered contemporaneously by persons having knowledge of the events recorded and whose job duties include recording them, and my review of this Revised Application and its supporting papers and documents, I state the following:

**Overview of Golden State's Conservation and Liquidation.**

6. Golden State's conservation and liquidation has been complex and I and the Commissioner's staff have worked hard to address the numerous issues presented by Golden State's hazardous condition which necessitated its conservation and liquidation. Immediately

1 upon taking over the company on September 30, 2009 and for fifteen months thereafter through  
 2 December 2010, the Commissioner's on-site staff ran the day-to-day operations of the insurance  
 3 company with over 106,000 policyholders, over 120,000 policies, over 100 full-time employees,  
 4 over 100 agents, 7 district offices located throughout the country and an approximately \$300,000  
 5 monthly operating loss at the beginning of the conservation. During this time, Golden State had  
 6 no executive, financial or legal management other than the management provided by the  
 7 Commissioner, his staff and me. To address these deficiencies, gain control over and run Golden  
 8 State's operations, arrest the company's financial deterioration, manage the company's multi-  
 9 million portfolios of insurance policies, mortgage loans and securities, and position the company  
 10 for a sale, merger or assumption, as well as many other actions, we required the services of the  
 11 Commissioner's Conservation & Liquidation Office ("CLO") and specialized vendors and  
 12 consultants including managerial personnel, accountants, actuaries, attorneys, real estate  
 13 professionals and others (collectively, "Commissioner's staff").

14       7. As a result of the work performed by the Commissioner's staff, the Commissioner  
 15 successfully transferred Golden State's 120,000 policies with over \$70 million in reserve liability  
 16 to a financially solvent insurer at no loss to policyholders, secured insurance guarantee coverage  
 17 for those policyholders and disabled persons not transferred to the solvent insurer, maintained  
 18 pension plan benefits and provided employment transition assistance for Golden State's  
 19 employees, resolved lawsuits and claims against the company, wound-down the company's  
 20 operations, and completed many other essential actions. Without the transfer of Golden State's  
 21 policies to a financially solvent insurer, many of the 120,000 policies would have been subject to  
 22 the benefit limitations and reductions required by state insurance guaranty associations, including  
 23 the requirement that policy benefit payments are limited to "eighty percent" of benefits under  
 24 California Guaranty Act and Insurance Code § 1067.02(c). Similarly, without the insurance  
 25 guarantee coverage for policyholders and disabled persons not transferred to the solvent insurer,  
 26 their policies and disability benefits would likely remain unpaid due to Golden State's insolvency.

27       8. The liabilities driving Golden State's net asset deficiency and, therefore, limited  
 28 remaining assets, are not related to the Commissioner's expenses, except in that the



1 Commissioner's work substantially reduced the liabilities. The current liability to insurance  
2 guarantee associations for assuming non-transferred policy obligations and the liability to the  
3 Pension Benefit Guarantee Corporation ("PBGC") for assuming Golden State's substantial pre-  
4 conservation un-funded pension obligations are estimated to be at least \$2,212,900 and at least  
5 \$5,124,800, respectively. These liabilities would exist even without the Commissioner's  
6 expenses because (1) the liability to state guarantee associations is due to their covering the  
7 benefits owed under Golden State's non-assumed policies and (2) the pension liability existed  
8 prior to conservation due to Golden State not fully paying its pension fund obligations. Such  
9 liabilities are Priority Class 2 and Priority Class 7 liabilities, which are priority classes paid before  
10 the Certificate of Contribution holders who are a Priority Class 8 liability under Insurance Code §  
11 1033. Accordingly, even without any of the expenses for the services performed at issue here, the  
12 estimated liability to insurance guarantee associations and the PBGC likely will prohibit any  
13 payment to Certificate of Contribution holders since the net asset deficiency as of December 31,  
14 2011, of \$8,693,400 exceeds the requested expenses.

15 9. The Commissioner's efforts reduced these un-funded liabilities by transferring  
16 over \$11 million in liability to IA American and working with the PBGC in transferring the  
17 pension plan. Without the Commissioner's efforts and necessary related expenses, the liability to  
18 policyholders and insurance guarantee associations would be at least \$11 million greater and the  
19 cost of administering the policies and liabilities would be substantial, likely an additional several  
20 million dollars. Liabilities would be at least \$11 million greater because in September 2009, at  
21 the time of conservation, Golden State had approximately \$71 million in policy reserve liability  
22 and over \$60 million in assets including its commercial mortgage portfolio, bond portfolio and  
23 stock portfolio. These assets were transferred to IA American along with the \$71 million in  
24 reserve liability in order to transfer the 120,000 policies, with IA American accepting the \$11  
25 reserve deficiency as the cost of purchasing the policies. In other words, the rehabilitation and  
26 reinsurance plan realized the value in an ongoing book of life insurance business for the creditors  
27 of Golden State, while liquidation would have lost that value. Without the \$60 million in assets,  
28 the policies would not have been transferred; and without the transfer of the \$11 million in

1 reserve deficiency to IA American, the liability to policyholders and insurance guarantee  
2 association would be that much greater along with a likely several million dollar expense to  
3 administer the policies and liabilities.

4 10. Operating the company, transferring the policies, reducing liabilities, resolving  
5 litigation and the many other actions, all require expenses. Over 21 applications seeking court  
6 approval of all major actions taken by the Commissioner have been filed with the Court, nearly all  
7 of which were approved; and thus, the Commissioner's actions and related expenses were  
8 reasonable, necessary, transparent and appropriately handled and disclosed. The conservation and  
9 liquidation of Golden State was no simple or uncontested matter and, instead, required the  
10 services of sophisticated and experienced professionals for which approval of the expenses for  
11 their services is now requested.

12 **Descriptions of Services Performed by Each Consultant.**

13 11. The services performed by each consultant are described below:

14 a. Commissioner's CLO: The CLO is an administrative service entity created  
15 by the Commissioner to administer the estates of insurers undergoing conservation or liquidation  
16 in California. Upon obtaining a conservation or liquidation order, the Insurance Commissioner  
17 generally delegates his statutory administrative duties over the insurer to the CLO and/or to  
18 special deputy insurance commissioners, pursuant to Insurance Code § 1035. The CLO's  
19 administrative expenses are allocated to each conservation or liquidation estate it manages on a  
20 pro rata basis ("Allocated Expenses"). Allocated Expenses are non-estate specific expenses and  
21 include office supplies, rent, utilities and other occupancy expenses as well as salaries and  
22 benefits for CLO and Consumer Affairs Bureau ("CAB") employees. The portion of Allocated  
23 Expenses charged to each estate is determined by the amount of time CLO employees worked on  
24 estate matters. For example, if total estate hours for a particular month is 4,000 hours, and 200 of  
25 those are attributed to Golden State, the CLO would charge Golden State's estate 5% (or  
26 200/4,000) of the Allocated Expenses for that month. Allocated Expenses also include the CAB's  
27 administrative expenses, which are based on hours billed by the CAB's legal staff and the pass-  
28 through billings associated with work performed by the Attorney General's Office.

1           b.     Epstein Turner Weiss: Epstein Turner Weiss is a law firm that provided  
2 legal services to the Commissioner and his staff including providing advice concerning insurance  
3 conservation and liquidation, rehabilitation, reinsurance, policy termination, asset liquidation,  
4 employment termination, litigations, real estate, re-negotiation of lease terms and terminations,  
5 Golden State's retirement plan and PBGC issues, private sector employment and employment  
6 discrimination claims and litigation matters, the sale of Golden State's book of insurance  
7 business, corporate governance, and other issues and matters pertaining to Golden State.

8           c.     Wisener Nunnally Gold: Wisener Nunnally Gold is a law firm that  
9 provided legal services including assisting with negotiating the sale of the Golden State's  
10 insurance policies and annuity contracts and drafting the agreements for said sale, transfer of  
11 historical materials to UCLA Library, and additional related matters.

12           d.     Kane Corporation: Kane Corporation provided mortgage loan marketing  
13 services and commercial real estate consulting services to the Commissioner regarding Golden  
14 State's commercial mortgage loan portfolio and office buildings, marketed and solicited Golden  
15 States commercial mortgage loan portfolio in an effort to maximize its value, assisted with the  
16 sale of two foreclosed loans, inspected each district office, evaluated and interviewed local real  
17 estate brokers to develop an asset disposition plan, and continues to assist in the disposition of  
18 remaining real estate assets.

19           e.     Ultimate Staffing: Ultimate Staffing provided temporary employment  
20 services, which were necessary to assist the Commissioner in sorting, boxing, inventorying and  
21 removing thousands of boxes containing Golden State's records from Golden State's home office  
22 building in December 2010.

23           f.     Cooke's Crating: Cooke's Crating provided fine art packing and  
24 transporting for Golden State's fine art collection, historical matters and records, which were  
25 necessary to properly package and transport these items.

26           g.     ART Movers: ART Movers provided fine art storage for Golden State's  
27 fine art collection, historical matters and records.

28           h.     Joshua Solomon: Joshua Solomon provided equipment disposition and

1 consulting services, including organizing and inventorying Golden State's fine art collection and  
2 historical materials, clearing out Golden's State's home office building, and disposing of certain  
3 of Golden State's equipment, furniture and assets.

4 **2009 - Work Performed and Fees/Expenses Incurred.**

5 12. On September 30, 2009, the Commissioner was appointed Golden State's  
6 Conservator because as of June 30, 2009, Golden State was financially impaired and deemed to  
7 be operating in a hazardous financial condition in that its reported paid-in capital and surplus of  
8 assets in excess of liabilities was \$1,650,693 instead of the required \$5,000,000, and because  
9 Golden State could no longer continue its operations without conservation because it lacked  
10 sufficient paid-in capital and surplus to ensure policyholder safety.

11 13. Immediately thereafter, during the next 90-days from September 30 through  
12 December 31, 2009, the Commissioner's primary objectives were to take control of all aspects of  
13 Golden State and its operations and to ensure the company's financial situation did not deteriorate  
14 further. Taking control of Golden State and its operations and arresting the company's financial  
15 deterioration were no easy tasks, as both objectives required extensive work to be performed.  
16 From September through December 2009, the Commissioner's staff performed the following  
17 necessary and significant work, in addition to additional work on a daily basis:

- 18 a. Took control of Golden State and its day-to-day operations, including its  
19 over 100 employees, 86 captive insurance and annuity agents, expenses,  
20 bank and financial accounts, policy maintenance and premium collection.  
21 b. Notified and served copies of the Order of Conservation on all of Golden  
22 State's directors, officers, employees, district offices, landlords, banks,  
23 financial institutions, guaranty associations and reinsurers, as required by  
24 statute.  
25 c. Physically took control of Golden State's home, district and satellite offices  
26 and office buildings, including locations in (1) Los Angeles; (2) Oakland;  
27 (3) Vallejo; (4) Chicago; (5) Dallas; (6) Tyler, Texas; (7) Beaumont, Texas;  
28 (8) Houston, Texas; (9) Detroit, Michigan; (10) Charlotte, North Carolina;

1 (11) Winston-Salem, North Carolina; and (12) Rocky Mount, North  
2 Carolina.

- 3 d. Took control of and actively maintained Golden State's 120,000 life, health  
4 and disability insurance policies and annuity contracts, having a premium  
5 volume of approximately \$10 million. Maintaining Golden State's in-force  
6 policies and annuity contracts was essential to maximize Golden State's  
7 estate value.
- 8 e. Took control of and actively managed Golden State's portfolio of  
9 commercial mortgage loans, consisting of 67 loans having a total principal  
10 balance of approximately \$25,230,775.
- 11 f. Took control of and directed the management of a portfolio of investment  
12 grade bonds valued in accordance with the National Association of  
13 Insurance Commissioners' ("NAIC") practices and procedures manual at  
14 approximately \$27,507,445 and a portfolio of investment grade stocks  
15 valued in accordance with NAIC's practices and procedures manual at  
16 approximately \$4,663,168.
- 17 g. Evaluated Golden State's business, business operations, operational  
18 capabilities, financial condition, assets, liabilities and records to determine  
19 the sustainability and long-term prospects of Golden State and its insurance  
20 business.
- 21 h. In November 2009, based on Golden State's financial condition and its  
22 operational capabilities, determined that the business operations of Golden  
23 State were not sustainable and the best course of action for Golden State's  
24 policyholders and creditors was to position the company for a sale, merger  
25 or assumption of its life, annuity and health insurance policies and  
26 contracts by a third party.
- 27 i. Prepared a comprehensive bid and request for proposal package for the  
28 purpose of soliciting interest from potential bidders for the purchase of

1 Golden State's insurance and annuity contract business including bids for  
2 the sale of the entire company, and thereafter sent detailed and extensive  
3 information packages to thirteen interested parties and completed numerous  
4 on-site visits and due diligence evaluations of Golden State by the  
5 interested parties.

- 6 j. Backed up all of Golden State's data systems.
- 7 k. Created and implemented annuity surrender procedures to ensure that  
8 policyholders would not cash out their annuity and insurance products, to  
9 prevent a run-on-the-bank situation.
- 10 l. Completed an assessment of Golden State's finance department.
- 11 m. Completed and filed Golden State's (a) annual pension report and audit, (b)  
12 December 31, 2008 financial audit, and (c) September 30, 2009 financial  
13 audit and Quarterly Financial Statement.
- 14 n. Analyzed the costs and benefits of consolidating and/or closing certain of  
15 Golden State's district and satellite offices.
- 16 o. Implemented employee reductions and termination of Golden State's  
17 general agents.
- 18 p. Implemented incentive programs and procedures to collect past due  
19 premiums, to retain business with Golden State and to retain employees to  
20 limit departures of key personnel.
- 21 q. Commenced and completed re-negotiations of home and district office  
22 leases.
- 23 r. Responded to numerous state and federal employment complaints, claims  
24 and lawsuits in California, Illinois, Texas and North Carolina.

25 14. To complete the above and additional work, the Commissioner incurred  
26 \$738,159.94 in fees and expenses in 2009. \$422,721.42 of this amount was previously approved  
27 by Judge Yaffe, and \$207,345.39 of this amount was incurred to the four consultants and vendors  
28 listed in this Revised Application and remains to be approved in this Revised Application. The



1 following shows the fees and expenses not previously approved which were incurred to the four  
 2 consultants/vendors listed in this Revised Application who provided services in 2009, at their  
 3 hourly rates and total for 2009.

<u>Consultant</u>	<u>Hourly Rates</u>	<u>Total 2009</u>	<u>Scope of Work</u>
6 CLO	\$157.95	\$138,806.80	Operations, on-site management
7 Epstein Turner Weiss	\$150-295	\$ 46,401.74	Legal services, all aspects, litigation
8 Joshua Solomon	\$100	\$ 14,282.82	On-site consulting, project management
9 Kane Corporation	\$149-250	\$ 7,854.07	Real estate portfolio management
		\$207,345.43	

11 15. Attached hereto and incorporated herein as Exhibit 1 is a spreadsheet detailing rate  
 12 and expense information regarding the Commissioner's staff and consultants and the scope of  
 13 work performed by the staff and consultants.

14 **2010 - Work Performed and Fees/Expenses Incurred.**

15 16. In 2010, after gaining control over Golden State's operations and financial  
 16 condition, the Commissioner's primary objections were to evaluate proposals to have a financially  
 17 solvent company purchase Golden States policies, annuity contracts and commercial mortgage  
 18 portfolio, while maintaining the premium collection book of business. The Commissioner's  
 19 secondary objectives were to close and consolidate district offices, reduce staff, reduce liabilities,  
 20 monetize assets and develop a closing plan to discontinue district offices and vacate the Los  
 21 Angeles Home Office in the most cost effective and efficient manner by the close of 2010, which  
 22 he successfully did.

23 17. To accomplish his 2010 objectives, the Commissioner's staff performed the  
 24 following necessary and significant work, in addition to additional work on a daily basis:

- 25 a. In January 2010, after the Commissioner provided detailed and extensive  
 26 information packages to interested parties and completed numerous on-site  
 27 visits and due diligence evaluations, five insurers submitted bids for the  
 28 purchase of Golden State's business and/or policies. From January through

1 September 2010, the Commissioner (a) performed in-depth evaluations of  
2 the five bids, (b) selected IA American Life Insurance Company to  
3 purchase the approximately 120,000 in-force life, health and disability  
4 insurance policies and annuity contracts, (c) negotiated detailed purchase  
5 and assumption agreements with IA American, (d) drafted and provided  
6 written notice of the transaction to the holders of the approximately  
7 120,000 policies and annuity contracts, and (e) drafted and filed extensive  
8 pleadings seeking court approval of the transaction.

- 9 b. On September 2, 2010, after receiving court approval, the Commissioner  
10 and IA American completed the Assumption Reinsurance Agreement  
11 which resulted in the transfer to IA American of Golden State's policies  
12 and annuity contracts (a substantial benefit to the policyholders) and  
13 transfer to IA American of approximately \$71 million in reserve liability  
14 and certain of Golden State's assets totaling approximately \$60 million  
15 including Golden State's commercial mortgage portfolio, bond portfolio,  
16 stock portfolio and other assets. Without this transaction, many of the  
17 120,000 insurance policies would have been subject to the benefit  
18 limitations and reductions required by state insurance guaranty  
19 associations, including the "eighty percent" policy payment limitation  
20 under Insurance Code § 1067.02(c).
- 21 c. Throughout 2010, the Commissioner continued to negotiate and resolve  
22 with IA American numerous post-transaction policy, reinsurance and  
23 accounting issues, address regulatory and reinsurance issues concerning the  
24 transaction, and address policyholder concerns regarding the purchase of  
25 their policies by IA American.
- 26 d. Throughout 2010, began the process of winding down Golden State's  
27 employment operations and terminated Golden State's employees including  
28 Golden State's former executives, Board of Directors, eighty-six captive

1 insurance and annuity agents, underwriting department, and all of Golden  
2 State's over 100 employees and personnel, in compliance with state and  
3 federal employment notice and termination requirements.

4 e. As part of the winding down of Golden State's employment, continued to  
5 implement employment incentive plans and employment assistance  
6 programs to assist Golden State's employees and lessen the adverse impact  
7 on employees and Golden State's business operations. The programs  
8 included:

9 (1) A successful Employee Retention Incentive Plan in which key  
10 employees were provided a monetary incentive to continue their  
11 employment through certain dates in 2010. The incentive plan was  
12 necessary to maintain key employees to assist with day-to-day  
13 business operations and the migration of policies to IA American.

14 (2) A successful Premium Collection Incentive Plan in which district  
15 managers and agents were provided a monetary incentive to collect  
16 past due premiums from policyholders, so as to minimize lost  
17 revenues due to unpaid premiums at the conclusion of the  
18 conservation.

19 (3) Pre-termination employment transition assistance services to  
20 employees including pre-termination retirement plan counseling  
21 and pre-termination governmental assistance and counseling  
22 seminars and programs.

23 f. Consolidated and reduced Golden State's district offices, which  
24 significantly reduced Golden State's operating expenses.

25 g. Terminated office leases and successfully re-negotiated the leases for  
26 Golden State's Home Office building in Los Angeles and two district  
27 offices, securing significant rent reductions and early terminations without  
28 penalty.

- h. Implemented an office closing plan to timely vacate Golden State's Home Office in Los Angeles and remaining district offices, under which essential business related materials were transferred to the Home Office to be inventoried and sent to storage, business equipment was returned to lessors and/or disposed of, and the Home Office and district office spaces were cleaned and vacated.
- i. Commenced and completed a system-wide back-up of all electronic data generated and/or stored by Golden State and installed a back-up server to improve system reliability.
- j. Prepared Golden State's annual retirement plan report and retirement plan audit.
- k. Worked with an actuarial consulting services firm to develop reserve valuations and projections for Golden State's liabilities used to assist the Commissioner with valuing Golden State's insurance policies and annuity contracts for sale.
- l. Actively managed Golden State's mortgage portfolio, and marketed and sold foreclosed property.
- m. Established hardship committee to review and respond to policyholder surrender requests larger than \$5,000.
- n. Maintained annual premium income at above projected estimates prior to policy assumption by IA American.
- o. Completed and filed Golden State's year end 2008 and 2009 Annual Statements.
- p. Marketed district offices for sale.
- q. Migrated electronic policy and mortgage portfolio information to IA American.
- r. Completed an inventory of Golden State's fine art and collection of historic materials, and undertook efforts to market and sell the items.

s. Inventoried and removed 5,400 boxes of records located at Home Office.

18. To complete the above and additional work, the Commissioner incurred a total of \$1,509,864.26 in fees and expenses during 2010 to the eight consultants and vendors listed in this Revised Application. The following shows the fees and expenses incurred to the eight consultants/vendors listed in this Revised Application who provided services in 2010, at their hourly rates and total for 2010.

<u>Consultant</u>	<u>Hourly Rates</u>	<u>Total 2010</u>	<u>Scope of Work</u>
CLO	\$157.95	\$702,696.66	Operations, on-site management
Epstein Turner Weiss	\$150-295	\$443,985.36	Legal services, all aspects, litigation
Wisener Nunnally	\$250	\$ 41,185.60	Legal services, reinsurance, art portfolio
Joshua Solomon	\$100	\$ 54,972.28	On-site consulting, project management
Cookes Crating	\$49	\$ 5,319.47	Professional packing and transportation
ART Movers	\$817/month	\$ 467.71	Fine art storage, historical materials
Ultimate Staffing	\$21.88-67.70	\$ 46,189.56	Temporary employment services
Kane Corporation	\$149-250	<u>\$215,047.62</u>	Real estate portfolio management
		\$1,509,864.26	

(See Exhibit 1 for additional information.)

#### **2011 - Work Performed and Fees/Expenses Incurred.**

19. In January 2011, the Commissioner was discharged as Conservator and appointed Liquidator of Golden State Mutual. All aspects of the liquidation were transitioned to the CLO in San Francisco. The Commissioner's primary objectives in 2011 were to monetize Golden State's remaining assets, resolve liabilities and wind up the affairs of Golden State in a cost effective efficient manner. Throughout 2011 the Commissioner was challenged with resolving numerous non-assumed liabilities including Golden State's multi-million pension liability, long term disability policy claimants and employee life insurance benefits, and with responding to numerous

1 policyholder, creditor and public concerns regarding the transfer of policies, disposition of assets  
2 and historical significance of Golden State.

3 20. To accomplish his 2011 objectives, the Commissioner's staff performed the  
4 following necessary and significant work, in addition to additional work on a daily basis:

- 5 a. Negotiated and reached agreement with the National Organization of Life  
6 and Health Insurance Guaranty Associations ("NOLHGA") through which  
7 NOLGHA agreed to provide coverage to Golden State's group life  
8 certificate holders, long-term disability claimants, and non-assumed policy  
9 liability. Without NOLHGA's coverage, the insureds would likely lose  
10 coverage and not receive benefits.
- 11 b. Terminated Golden State's 401(k) retirement plan, which required  
12 extensive work to locate former employee plan participants and secure  
13 required termination forms from plan participants.
- 14 c. Negotiated for, terminated, received court approval and transferred Golden  
15 State's pension plan to the PBGC, the result of which maintained pension  
16 payments for Golden State's plan participants.
- 17 d. Resolved significant issues concerning the PBGC's purported multi-million  
18 dollar lien claim against Golden State's assets due to the multi-million  
19 dollar underfunded portion of the pension plan, and expended significant  
20 time and effort to negotiate and ensure that the termination and transfer of  
21 the pension plan to the PBGC did not establish or control the priority of  
22 PBGC's claim.
- 23 e. Completed a second request for proposal process for the sale of Golden  
24 State's fine art collection and historical materials including its removable  
25 murals, 120 pieces of African-American art and historical materials. Upon  
26 selecting prevailing bidders, prepared three separate purchase and sale  
27 agreements for Court approval. The Court approved the agreement to  
28 transfer Golden State's historical materials to the UCLA Library; the



1 agreement to sell the murals was withdrawn because the bidder withdrew;  
2 and the agreement to sell the art collection was denied by the Court.

- 3 f. Loaned a significant portion of Golden State's art collection to the  
4 California African American Museum for display as part of a continuing  
5 city-wide art exhibition.
- 6 g. Extensively evaluated and responded to community concerns regarding  
7 Golden State and its policyholders, historical significance, historical  
8 materials and art collection including murals.
- 9 h. Filed numerous applications with the Court for approval of administrative  
10 actions including applications for approval of sales of Golden State's real  
11 property, the liquidation of Golden State, continuation of the proof of claim  
12 deadline, settlements of claims and lawsuits against Golden State, and other  
13 actions.
- 14 i. Completed final financial "True Up" reconciliation and Release Agreement  
15 with IA American.
- 16 j. Responded to numerous data and records requests from IA American.
- 17 k. Responded to numerous claim and policy related inquiries.
- 18 l. In 2011 as well as 2010, resolved most lawsuits, complaints, claims and  
19 legal matters that were either pending at the time of conservation or had  
20 been commenced against Golden State during conservation. The larger  
21 litigation matters and disputes include:
- 22 (1) *Equal Employment Opportunity Commission v. Golden State*,  
23 United States District Court for the Western District of North  
24 Carolina, Statesville Division, Civil Action No. 3:09cv00105. This  
25 was a discrimination action against Golden State by the Equal  
26 Employment Opportunity Commission ("EEOC") on behalf of a  
27 former employee. The action was resolved through settlement, with  
28 approval applied for and granted by both Judge Yaffe and the

1 United States District Court for the Western District of North  
2 Carolina.

3 (2) *Willie M. Grady v. Golden State*, Discrimination Complaints filed  
4 with Illinois Department of Human Rights and City of Chicago  
5 Commission of Human Relations by a former employee who was  
6 demoted for violations of his employment agreement and the  
7 Court's Order Appointing Conservator by his appointment with  
8 competing insurance companies during his employment with  
9 Golden State and his solicitation of Golden State's policyholders to  
10 switch to other insurance companies after the conservation. The  
11 Commissioner's staff responded to the complaints and, based on  
12 those responses and further requests for information, the complaints  
13 were dismissed without hearing.

14 (3) *Valerie Belcher v. Golden State*, Discrimination Complaints also  
15 filed with Illinois Department of Human Rights and City of  
16 Chicago Commission of Human Relations by a former employee  
17 who was demoted for violations of her employment agreement and  
18 the Court's Order Appointing Conservator by her appointment with  
19 competing insurance companies during her employment with  
20 Golden State and her solicitation of Golden State's policyholders to  
21 switch to other insurance companies after the conservation. The  
22 Commissioner's staff responded to the complaints and again, based  
23 on those responses and further requests for information, the  
24 complaints were dismissed without hearing.

25 (4) *Childs v. Golden State, California Labor Commissioner Case No.*  
26 *06-93878 DG*. This was an employee wage waiting time penalty  
27 claim by a former employee. The Commissioner's staff responded  
28

1 to the claim and, after a hearing, the claim was denied by the Labor  
2 Commissioner.

3 (5) *James H. Nunya v. Golden State*, Los Angeles Superior Court Case  
4 No. LAM 08M11746. Mr. Nunya is a former employee who  
5 unsuccessfully sought damages from Golden State in Los Angeles  
6 Small Claims Court, and appealed the denial of his claim to the Los  
7 Angeles Superior Court, assigned to the Honorable Coleman Swatt,  
8 Judge. In response to this Courts September 30, 2009 Order  
9 Appointing Conservator and Restraining Orders, Judge Swatt  
10 stayed the case.

11 (6) *Community Impact Development II, LLC ("CID") v. Golden State*.  
12 Dispute over ownership of murals. The Commissioner's staff  
13 commenced depositions and document subpoenas to evaluate CID's  
14 ownership claim to the murals, evaluated and responded to CID's  
15 complaint claiming ownership of the murals, and participated in  
16 pre-trial discovery and preparations. The case is currently pending  
17 for trial in December 2012.

18 (7) Numerous employment, policy and miscellaneous claims against  
19 Golden State's assets.

20 21. To complete the above and additional work, the Commissioner incurred a total of  
21 \$1,283,888.53 in fees and expenses during 2011 to the six consultants and vendors listed in this  
22 Revised Application. The following shows the fees and expenses incurred to the six  
23 consultants/vendors listed in this Revised Application who provided services in 2011, at their  
24 hourly rates and total for 2011.

<u>Consultant</u>	<u>Hourly Rates</u>	<u>Total 2010</u>	<u>Scope of Work</u>
CLO	\$157.95	\$744,845.45	Operations, management
Epstein Turner Weiss	\$150-295	\$421,666.20	Legal services, all aspects, litigation

1	Wisener Nunnally	\$250	\$ 15,834.34	Legal services, reinsurance, art portfolio
2	Cookes Crating	\$49	\$ 1,421.00	Professional packing and transportation
3	ART Movers	\$817/month	\$ 9,731.00	Fine art storage, historical materials
4	Kane Corporation	\$149-250	<u>\$ 90,390.54</u>	Real estate portfolio management
5			\$1,283,888.53	

6 (See Exhibit 1 for additional information.)

7

8 **Declarations Confirming the Expenses are Proper and Sample Invoices.**

9 22. I and the Commissioner's staff received detailed timekeeping and invoices from  
10 each of the Commissioner's consultants and service providers at issue here for the work  
11 performed. We carefully reviewed the timekeeping and invoices for compliance with the scope of  
12 work for which the consultants were retained, any excessive or duplicative charges, and sought  
13 clarification and correction where appropriate. The proposed payments sought for approval were  
14 reasonable and necessary for Golden State's conservation and liquidation, are reasonable for the  
15 services performed and were rendered in the best interests of Golden State's estate.

16 23. Attached hereto and incorporated herein as Exhibits 3 through 10 are true and  
17 correct copies of original invoices representing at least four months of the expenses requested to  
18 be approved in this Application. A four month sample of invoices is attached for consultants and  
19 vendors CLO, Epstein Turner Weiss, Wisener Nunnally Gold, Kane Corporation and Joshua  
20 Solomon. All invoices are attached for consultants and vendors Ultimate Staffing, Lewis & Ellis,  
21 Cooke's Crating and ART Movers, because a four month sampling of invoices was not available  
22 due to their more limited, project based work performed.

23 24. Attached hereto and incorporated herein as Exhibit 2 is a spreadsheet showing the  
24 sample size total in comparison to the total expense for each consultant.

25 **Expenses from 2007 through June 2012 Show Significant Expense reductions during**  
26 **Conservation and Liquidation.**

27 25. Prior to conservation, Golden State's general expenses greatly increased in 2009  
28 over years 2007 and 2008, increasing to \$13,457,390 in 2009. After 2009, the Commissioner

1 reduced general expenses for 2010 by nearly \$3 million and reduced general expenses for 2011 by  
 2 another \$9 million to \$1,617,845. My and the Commissioner's efforts to reduce expenses  
 3 continues today, as shown by the limited expenses of \$412,741 through June 30, 2012. The  
 4 following table shows Golden State's expenses from 2007 through June 2012.

<u>Year</u>	<u>General Expenses</u>	<u>Taxes, Licenses, Fees (excludes federal income tax)</u>	<u>Total</u>
2007	\$ 8,820,497	\$ 936,927	\$ 9,757,424
2008	\$ 7,686,229	\$ 941,937	\$ 8,628,166
2009	\$11,691,063	\$1,766,327	\$13,457,390
2010	\$ 8,659,217	\$2,011,914	\$10,671,131
2011	\$ 1,617,845	\$ 0	\$ 1,617,845
2012	\$ 412,741	\$ 0	\$ 412,741

14  
 15 I declare under penalty of perjury under the laws of the State of California that the  
 16 foregoing is true and correct.

17 Executed on this 15<sup>th</sup> day of November, 2012, at San Francisco, California.

18  
 19   
 20 SCOTT PEARCE

**DECLARATION OF  
MICHAEL WEISS**



**DECLARATION OF MICHAEL R. WEISS**  
**IN SUPPORT OF COMMISSIONER'S REVISED APPLICATION TO APPROVE**  
**CONSERVATION AND LIQUIDATION EXPENSES**

I, Michael R. Weiss, declare as follows:

1. I am over 18 years of age and have personal knowledge of the facts and circumstances set forth in this declaration, and if called upon to do so, I could and would competently testify thereto.

2. I am an attorney licensed to practice law in the State of California, and am a partner with the law firm Epstein Turner Weiss, A Professional Corporation. I and Epstein, Turner Weiss have been retained by the Insurance Commissioner of the State of California, in his capacity as Conservator ("Conservator") and then as Liquidator ("Liquidator") of Golden State Mutual Life Insurance Company ("Golden State"), to provide legal services concerning Golden State. I make this declaration in support of the Liquidator's Application To Approve Conservation and Liquidation Expenses ("Application").

3. I received my license to practice law in California in December 1995, and have practiced law in California continuously since that date. In addition to my law degree, I have a Masters of Science in Applied Economics and a Bachelors of Arts in Economics.

4. I have practiced in the area of insurance company conservation and liquidation for the past twelve years, the first four years with the California Attorney General's Office and the past eight years in private practice. I have represented the California Insurance Commissioner regarding the conservations and liquidations of Superior National Insurance Company, Superior Pacific Casualty Company, California Compensation Insurance Company, Combined Benefits Insurance Company, Commercial Compensation Casualty Company, Golden State Mutual Life Insurance Company, HIH America Compensation and Liability Insurance Company, and several other insolvent insurance companies. I also have represented the Oklahoma Department of Insurance, Illinois Department of Insurance and Federal Deposit Insurance Corporation concerning liquidation and asset issues and litigations.

1           5.       With respect to the conservation and liquidation of Golden State Mutual Life  
2 Insurance Company, I and my firm Epstein Turner Weiss have provided and continue to provide  
3 extensive legal services to the Insurance Commissioner including without limitation advice and  
4 litigation services concerning insurance conservation and liquidation, rehabilitation, reinsurance,  
5 policy termination, asset liquidation, employment termination, litigations, real estate, re-  
6 negotiation of lease terms and terminations, Golden State's retirement plan and PBGC issues,  
7 private sector employment and employment discrimination claims and litigation matters, the sale  
8 of Golden State's book of insurance business, corporate governance, and many other issues and  
9 matters pertaining to Golden State.

10           6.       The invoices attached as Exhibit 7 are true and correct copies of original invoices  
11 submitted by me to the Commissioner for legal services performed during the period March 2010  
12 through June 2010.

13           7.       Attached hereto and incorporated herein as Exhibit "11" is a true and correct copy  
14 of the Court Order Re: Application To Approve Conservation And Liquidation Expenses And  
15 Motion To Compel Discovery dated September 13, 2012.

16           8.       Attached hereto and incorporated herein as Exhibit "12" is a true and correct copy  
17 of the Court Order dated October 26, 2012.

18           9.       Attached hereto and incorporated herein as Exhibit "13" is a true and correct copy  
19 of the Order Appointing Conservator and Restraining Order dated September 30, 2009.

20           10.      Attached hereto and incorporated herein as Exhibit "14" is a true and correct copy  
21 of the Order Appointing Liquidator and Injunction in Aid of Liquidation dated January 28, 2011.

22           I declare under penalty of perjury under the laws of the State of California that the  
23 foregoing is true and correct.

24           Executed on this 16 day of November, 2012, at Los Angeles, California.

25  
26 

27 MICHAEL R. WEISS  
28

**DECLARATION OF  
ROBERT NUNNALLY**

1

**Declaration of Robert H. Nunnally, Jr.**

2 I, Robert H. Nunnally, Jr., do hereby make this declaration and declare the following facts to  
3 be true and correct under the penalty of perjury of the laws of the State of California.

4 1. I am Robert H. Nunnally, Jr. I am over the age of eighteen. I am competent to be a witness. I  
5 have personal knowledge of the facts which I declare, which I acquired through my involvement in  
6 the matters I address in this declaration. If called upon to testify, I could and would do so.

7 2. I graduated with high honors from the University of Arkansas at Little Rock School of Law  
8 in 1984. I received my license to practice law in the State of Texas in 1984, and in the State of  
9 California in 1988. I became registered to practice before the United States Patent and Trademark  
10 Office in 2000. In addition to my law degree, I hold an undergraduate degree in physics from the  
11 University of Arkansas, located at Fayetteville.

12 3. Since 1984, I have worked as a practicing attorney, with an emphasis on insurance company  
13 insolvency, commercial litigation and intellectual property law. I am currently a limited liability  
14 partner in Wisener\*Nunnally\*Gold, LLP in Garland, Texas. Prior to my relocation to Garland,  
15 Texas, I was a shareholder in Rubinstein & Perry, a professional corporation, in Los Angeles,  
16 California.

17 4. Throughout my career, I have assisted insurance regulators who act as receivers of insurance  
18 companies in rehabilitation or liquidation. I have been extensively involved in  
19 insurance company transactions which seek to revitalize troubled insurance companies. This  
20 experience includes my work as co-lead trial counsel with Mr. Steven Green, Esq. of the California  
21 Attorney General's Office in connection with the Pacific Standard Life Insurance Company  
22 rehabilitation. In that case, a successful plan of rehabilitation was implemented after court approval  
23 following a contested trial.

24 5. I assisted the California Insurance Commissioner as Rehabilitator of Golden Eagle Insurance  
25 Company in connection with the rehabilitation plan for Golden Eagle Insurance Company. In that  
26 role, I served as one of the negotiators of the plan of rehabilitation for the company.

27 6. I assisted the Texas Special Deputy Receiver of Universal Insurance Exchange in the drafting

1 and successful litigation of a contested rehabilitation plan for that company. I handled the  
2 rehabilitation trial as co-lead counsel, and served as a primary counsel in the drafting of the plan of  
3 rehabilitation itself.

4 7. I am the current lead counsel representing the California Insurance Commissioner in  
5 connection with the liquidation of the Mission Insurance Company Trust, the Mission National  
6 Insurance Company Trust and the Enterprise Insurance Company Trust. In that role, I have provided  
7 a diverse array of services to my client, including, without limitation, serving as lead counsel to the  
8 Insurance Commissioner as Trustee in connection with the successful sale of solvent subsidiary  
9 Mission Insurance Company of Texas.

10 8. In my litigation practice, I represent insurance liquidators and rehabilitators in connection  
11 with litigation issues involving director and officer liability, reinsurance litigation, proof of claim  
12 litigation including the complex coverage matters that can arise in connection with proofs of claim.

13 9. I have given seminar presentations and written articles about insurance company liquidation  
14 and rehabilitation a number of times throughout my career.

15 10. In my intellectual property practice, I have experience with the sale and licensing of  
16 intellectual property, including in particular patents and trademarks. In the copyright realm, I  
17 provide litigation representation, particularly in relation to intellectual property rights tied up in  
18 insolvency proceedings. My practice experience includes representation of various creators of  
19 intellectual property and purchasers of collectible material, including, without limitation,  
20 independent film-makers, pharmaceutical companies, coin dealers, and authors.

21 11. In addition to my professional experience as an attorney, I have direct experience in dealing  
22 with intellectual property, its licensing, preservation and use. I am the co-owner of the netlabel  
23 Negative Sound Institute, a creative commons music netlabel which makes music by artists from  
24 several countries available to listeners under Creative Commons licenses. In addition, I make  
25 electronic music in my own right under the artist name Gurdonark. My music has appeared in the  
26 soundtrack to film documentaries, computer games, televised programs, podcasts, and over one  
27 thousand internet videos released in a variety of formats in a variety of countries. I advocate for

1 employment of a creative commons in which archived media is, with its owners' permission, made  
2 available for the common use of all within the context of an ordered and systematic copyright  
3 scheme.

4 12. In connection with the Golden State Mutual Life Insurance Company matter, I was asked to  
5 provide assistance in drafting the successful plan of rehabilitation for the company. I worked with  
6 Michael Weiss on this project. We managed the work to ensure that no duplication ensued. I helped  
7 to negotiate aspects of the plan of rehabilitation, to draft its terms, and to assist in the drafting of the  
8 motion for approval.

9 13. I also was asked to provide assistance in evaluating issues related to the preservation of the  
10 company's historical assets and the realization of funds for the benefit of creditors from the  
11 company's artwork.

12 14. I read an objection to the fee motion which questioned whether my Texas firm could  
13 properly bill travel time. My firm, located in Garland, Texas, intentionally charges a rate lower than  
14 the rate customary in Los Angeles, California. I have twenty seven years of experience as a lawyer.  
15 Yet my billing rate on this matter is \$ 250 an hour, far below the rate of similarly-situated lawyers in  
16 Los Angeles County. My firm's travel expenses have been paid in this matter, but my overall fees  
17 and expenses are well under the customary fees and expenses of lawyers of my experience.

18 15. I attach as Exhibit "<sup>5</sup>8" and incorporate into this declaration a true and correct copy of my  
19 firm's invoices for the period April through July 2010, along with what I am informed are approval  
20 notations by representatives of the Conservation and Liquidation Office. These fees and expenses  
21 were reasonable and necessary. I am familiar with the rates in the California market due to the fact  
22 that I practiced there for ten years and still handle a percentage of my caseload in California. The fees  
23 and expenses my

24

25

26 ///

27 ///



1 ///

2

3 firm has charged are below-market fees and reasonable expenses.


4

5 I hereby declare the foregoing facts to be true and correct under the penalty of perjury of the laws of  
6 the State of California on this 8 day of August, 2012.

7

8

9

  
Robert H. Nunnally, Jr.

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28 Declaration of Robert H. Nunnally, Jr. in support of Fee Supplement

## **EXHIBIT 1**

Golden State Mutual Life Insurance Co.  
Operating and Consulting Expense Summary

Consultant/Firm Name	Rates	Fees & Exp. 2009 YTD	Fees & Exp. 2010 YTD	Fees & Exp. 2011 YTD	Inception to Date September, 2009 - December, 2011	Expenses approved by Court on 4/28/10	Balance to be Approved	Scope of work
Epstein Turner Weiss	\$150 - \$295 per hour	92,541.45	443,985.36	421,666.20	958,193.01	\$ 46,139.71	\$ 912,053.30	Co-counsel, provided legal services including but not limited to: Solicitation letters, RFP packages, real estate leases and purchase & sale agreements, EEOC matters, rehabilitation plan, and assumption reinsurance agreements, mutual ownership dispute, Fine art solicitation process, Conservation & Liquidation hearings
Wiener Numally Gold, LLP	\$250 per hour		41,185.60	15,834.34	57,019.94	\$ -	\$ 57,019.94	Legal counsel, providing legal support including: Rehabilitation Plan & Assumption Agreement, Fine Art RFP including completing the UCLA archival project
Joshua Solomon	\$100 per hour	14,282.82	54,972.28	-	69,255.10	\$ -	\$ 69,255.10	Provided consulting services, to dispose of various assets, including but not limited to Furniture, Fixtures & Equipment (FF&E), computer equipment and unneeded waste, organizing and inventorying GSM's fine art collection and historic materials. Distributed the fine art RFP packages and provided tours of the art work.
Cookes Crating	\$49 per hour		5,319.47	1,421.00	6,740.47	\$ -	\$ 6,740.47	Provided professional packaging and transportation of GSM's fine art and historic material from the home office to off-site storage
Art Movers	\$744 per month for storage		467.71	9,731.00	10,198.71	\$ -	\$ 10,198.71	Art Movers provides climate controlled storage for GSM's fine art material and historic artifacts
Ultimate Staffing	\$21.88 - \$67.70 per hour		46,189.56	-	46,189.56	\$ -	\$ 46,189.56	Provided temporary employment help to box, inventory, and removed records from GSM's home office prior to vacating the office
Kane Corporation	\$149-\$250 per hour	11,594.88	215,047.62	90,390.54	317,033.04	\$ 3,740.85	\$ 313,292.19	Real Estate and Commercial Mortgage consulting services, including but not limited to soliciting prospective purchasers of GSM's commercial mortgage portfolio, and various commercial properties owned by GSM.
TOTAL		118,419.15	807,167.60	539,043.08	1,464,629.83	\$ 49,880.56	\$ 1,414,749.27	
GLO	\$157.95 per hour	278,498.30	702,696.66	744,845.45	1,726,040.41	\$ 139,691.50	\$ 1,586,348.91	The GLO's staff managed the Conservation & Liquidation of GSM including but not limited to: Solicitation and RFP process for GSM's book of business, marshalling assets, reducing expenses, disposing of assets, consolidating district offices, maintaining premium cash flow, reducing policy holder surrenders, successfully completing the sale of GSM's insurance and mortgage business, and protecting GSM's policy holders
Totals		396,917.45	1,509,864.26	1,283,888.53	3,190,670.24	\$ 189,572.06	\$ 3,001,098.18	

## **EXHIBIT 2**

Golden State Mutual Life Insurance Co.  
Operating and Consulting Expense Summary

Consultant/Firm Name	Invoice Sample Total	Total Expenses
Epstein Turner Weiss	\$ 161,435.09	\$ 958,193.01
Wisener Nunnally Gold, LLP	\$ 57,019.94	\$ 57,019.94
Joshua Solomon	\$ 33,580.10	\$ 69,255.10
Cookes Crating	\$ 6,740.47	\$ 6,740.47
ART Movers	\$ 10,198.71	\$ 10,198.71
Ultimate Staffing	\$ 46,189.56	\$ 46,189.56
Kane Corporation	\$ 89,766.03	\$ 317,033.04
TOTAL	\$ 404,929.90	\$ 1,464,629.83
CLO	\$ 175,621.34	\$ 1,726,040.41
Totals	580,551.24	3,190,670.24

## **EXHIBIT 3**





CONSERVATION & LIQUIDATION OFFICE

P.O. Box 26894  
San Francisco, CA 94126-0894  
Tel: 415.678.5000 Fax: 415.678.5002  
www.caclo.org

August 9, 2010

Golden State Mutual Insurance Company  
1999 West Adams Boulevard  
Los Angeles, CA 90018-3514

Invoice

For services rendered/expense reimbursement for the month  
of June 2010:

(document support details on following pages)

Staffing – CLO Employees	\$ 27,942.58 ✓
Department of Insurance charges	868.75 ✓
Department of Justice charges	5,865.00 ✓
Travel Expense to GSM offices	9701.07 ✓
Courier & Postage	19.21 ✓
Accounting & Audit	48.00 ✓
Investment Expense	100.53 ✓
Subtotal	44,545.14
Less: Previous billing adjustment	3,000.00 ✓
Total	\$ 41,545.14

**PAID**  
8/20/10

Please make your remittance payable to "Conservation and Liquidation Office." If you have any questions or need additional information, please contact the undersigned. Thank you.

Sincerely,

Regina Alava  
Conservation & Liquidation Office  
(415) 676-5083

APPROVED: \_\_\_\_\_

David E. Wilson, SDIC, Conservator

8/9/10  
Date

*OK to pay 8/10/10*

*Footed & voided check with support documentation 8/10/2010.*

Serving the California Insurance Commissioner

# Attachments to June 2010 Golden State Mutual service billing

## June 2010 Direct Hours Detail for Golden State Mutual code 996:

201.5 hours x \$138.6729 = \$27,942.58

Entity/Proj ID	996
Month	6
Pay Period	(00)

## 2010 CLO Total Hours - By Employee

As of 6/30/2010

Sum of YTDhrs	CLO ID				Grand Total
Employee Name	11	12	13	14	
Alava, Regina			2.00		2.00
Jeung, Cecilia			1.50		1.50
Liang, Shaorong			1.25		1.25
Minehan, Ray	2.50				2.50
Mojabi, Mohammed		1.00			1.00
Pearce, Scott	120.50				120.50
Vass, Michele				36.75	36.75
Wilson, David	35.00				35.00
Yim, Winnie			1.00		1.00
Grand Total	158.00	1.00	5.75	36.75	201.50

## June 2010 DOI Detail for Golden State Mutual code 996:

996 Golden State Mutual Life Insurance Company

6.25

888.75

## Golden State Mutual Life Insurance Company

996

JULY 2010	Day Worked	Task	Hours	Rate	Amount	Description
	01-JUN-10	MC	15	139	2085.00	rehab/assumption agreement
	03-JUN-10	MC	1	139	139.00	rehab documents
	06-JUN-10	MC	1	139	139.00	rehab documents
	09-JUN-10	MC	1	139	139.00	suspension of C/A from other states
	28-JUN-10	REV	15	139	2085.00	filed versions of closing documents
	30-JUN-10	MC	1	139	139.00	rehab closing documents
	Total Employee		6.25		888.75	
	Total State		6.25		888.75	

# June 2010 DOJ Detail for Golden State Mutual code 996:

34.50 hours @170.00= \$5,865.00

EDMUND G. BROWN JR.  
Attorney General

State of California  
DEPARTMENT OF JUSTICE  
1300 I Street, Sacramento, CA 95814  
Billing Inquiries: (916) 324-5090



## Summary of Legal Services

As of June 30, 2010

Client Agency: Conservation & Liquidation

Client Agency #: 03351

Billing Constant: 100.00 %

Professional Type: Attorney

Rate: \$170.00

Area of Law: CY-BAT:130

Matter Type: Bankruptcy

Matter ID	Matter Description	Client Account Code	Total Hours This FY	Hours This Period	Adjustments This Period	Net Hours	Total Value This Period
LA200801148	Fremont General (DOJ)	757	34.75	2.50	0.00	2.50	\$425.00
Matter Type: Civil Case							
LA2000CV0370	Insurance Commissioner v. Superior National	304	100.50	12.50	0.00	12.50	\$2,125.00
LA2003CV0687	INS COMAR V FREMONT INDEM	950	220.00	4.50	0.00	4.50	\$765.00
Matter Type: Civil Case							
LA1992CV1448	INS COMAR V WESTERN INTER	117	4.25	0.00	0.00	0.00	\$0.00
LA2000CV0789	INS Superior National	304	3.50	0.00	0.00	0.00	\$0.00
LA2001CV0143	INS COM V SUPERIOR NA	304	6.50	0.00	0.00	0.00	\$0.00
LA2002CV0433	INS COM V NATIONAL AUTO	304	56.00	0.00	0.00	0.00	\$0.00
LA2002CV0670	INS COM V PAULA INSURANCE	304	9.25	0.00	0.00	0.00	\$0.00
LA2003CV0778	INS COMAR V PACIFIC NATL	913	19.75	3.00	0.00	3.00	\$510.00
Matter Type: Client Service State Agency							
AG000010002	Client Service - State Agency CY-BAT:130	304	5.75	0.00	0.00	0.00	\$0.00
Matter Type: Conservation/Liquidation							
LA200800347	Insurance Commissioner v. Fremont Life Insurance Company (DOJ)	304	11.25	0.00	0.00	0.00	\$0.00
LA200902747	Superior National v. FH Insurance Insurance (DOJ)	304	1.50	0.00	0.00	0.00	\$0.00
LA2009060878	Insurance Commissioner v. Golden State Mutual Life Ins. Co. (DOJ)	996	218.00	34.50	0.00	34.50	\$5,865.00

# June 2010 Travel Expense Detail for Golden State Mutual code 996:

\$ 1,289.60 June g/l + \$6,559.97 + \$1,851.50 July g/l=\$9,701.07

Trial Balance / Ledger Comparison - Work With Account Ledger

Select Find Close Form Row Report Tools  
☒ ☒ ☒ ☒ ☒ ☒ ☒

Account 896.65018.1 Travel-Employee  
 Ledger Type 1 AA General Ledger From Date 07/01/2010  
 Ledger Type 2 AA General Ledger Thru Date 07/31/2010  
 Type/Subledger  
☒ Posted ☐ Unposted ☐ All YTD 40,194.87

Records 1 - 12

Customize Grid ; Grid Format Name1

<input type="checkbox"/>	<input checked="" type="checkbox"/> Do Ty	Doc Number	Doc Co	G/L Date	Explanation	Explanation -Remark-	LT 1 Amount	LT 1 Debit
<input type="checkbox"/>	PV	77287	00715	07/31/2..	Wilson, David	Travel Exp 06/23/10-6/25/10	998.60	
<input type="checkbox"/>	PV	77329	00715	07/31/2..	American Express - 0001	378298627801008 05/28-06/24/10	1,643.70	1
<input type="checkbox"/>	PV	77329	00715	07/31/2..	American Express - 0001	378298627801008 05/28-06/24/10	152.70	
<input type="checkbox"/>	PV	77329	00715	07/31/2..	American Express - 0001	378298627801008 05/28-06/24/10	15.00	
<input type="checkbox"/>	PV	77329	00715	07/31/2..	American Express - 0001	378298627801008 05/28-06/24/10	152.70	
<input type="checkbox"/>	PV	77329	00715	07/31/2..	American Express - 0001	378298627801008 05/28-06/24/10	15.00	
<input type="checkbox"/>	PV	77346	00715	07/31/2..	Vass, Michele	Travel Exp 07/06-09/10	678.17	
<input type="checkbox"/>	PV	77347	00715	07/31/2..	Pearce, Scott	Travel Exp 06/21-25/10	1,481.92	1
<input type="checkbox"/>	PV	77348	00715	07/31/2..	Pearce, Scott	Travel Exp 06/28-07/01/10	736.34	
<input type="checkbox"/>	PV	77421	00715	07/31/2..	Pearce, Scott	Travel Exp 07/13-16/10	687.84	
<input type="checkbox"/>					Column Total		6,559.97	6
<input type="checkbox"/>					Ledger Total		6,559.97	6

Trial Balance / Ledger Comparison - Work With Account Ledger

Select Find Close Form Row Report Tools  
☒ ☒ ☒ ☒ ☒ ☒ ☒

Account 996.65018.2 Travel-Non-employee  
 Ledger Type 1 AA General Ledger From Date 08/01/2010  
 Ledger Type 2 AA General Ledger Thru Date 08/30/2010  
 Type/Subledger  
☒ Posted ☐ Unposted ☐ All YTD 5,706.20

Records 1 - 10

Customize Grid ; Grid Format Name1

<input type="checkbox"/>	<input checked="" type="checkbox"/> Do Ty	Doc Number	Doc Co	G/L Date	Explanation	Explanation -Remark-	LT 1 Amount	LT 1 Debit
<input type="checkbox"/>	PV	77096	00715	08/30/2..	American Express - 0001	378298627801008 04/27-05/28/10	305.40	
<input type="checkbox"/>	PV	77096	00715	08/30/2..	American Express - 0001	378298627801008 04/27-05/28/10	15.00	
<input type="checkbox"/>	PV	77096	00715	08/30/2..	American Express - 0001	378298627801008 04/27-05/28/10	305.40	
<input type="checkbox"/>	PV	77096	00715	08/30/2..	American Express - 0001	378298627801008 04/27-05/28/10	15.00	
<input type="checkbox"/>	PV	77096	00715	08/30/2..	American Express - 0001	378298627801008 04/27-05/28/10	313.40	
<input type="checkbox"/>	PV	77096	00715	08/30/2..	American Express - 0001	378298627801008 04/27-05/28/10	15.00	
<input type="checkbox"/>	PV	77096	00715	08/30/2..	American Express - 0001	378298627801008 04/27-05/28/10	305.40	
<input type="checkbox"/>	PV	77096	00715	08/30/2..	American Express - 0001	378298627801008 04/27-05/28/10	15.00	
<input type="checkbox"/>					Column Total		1,289.60	1
<input type="checkbox"/>					Ledger Total		1,289.60	1

Serving the California Insurance Commissioner

07.  
 574.9, 701.

# Trial Balance / Ledger Comparison - Work With Account Ledger

Select Find Close Form Row Report Tools

Account 998.85018.2 Travel-Non-employee  
 Ledger Type 1 AA General Ledger From Date \* 07/01/2010  
 Ledger Type 2 AA General Ledger Thru Date \* 07/31/2010  
 Type/Subledger  
☒ Posted ☐ Unposted ☐ All YTD 7,557.70

Records 1 - 19

Customize Grid - Grid Format Name 1

<input type="checkbox"/>	<input checked="" type="checkbox"/>	Do Ty	Doc Number	Doc Co	G/L Date	Explanation	Explanation - Remark -	LT 1 Amount	LT 1 Debit
<input type="checkbox"/>		PV	77329	00715	07/31/2...	American Express - 0001	378298627801008 05/28-06/24/10	15.00	
<input type="checkbox"/>		PV	77329	00715	07/31/2...	American Express - 0001	378298627801008 05/28-06/24/10	152.70	
<input type="checkbox"/>		PV	77329	00715	07/31/2...	American Express - 0001	378298627801008 05/28-06/24/10	15.00	
<input type="checkbox"/>		PV	77329	00715	07/31/2...	American Express - 0001	378298627801008 05/28-06/24/10	305.40	
<input type="checkbox"/>		PV	77329	00715	07/31/2...	American Express - 0001	378298627801008 05/28-06/24/10	15.00	
<input type="checkbox"/>		PV	77329	00715	07/31/2...	American Express - 0001	378298627801008 05/28-06/24/10	305.40	
<input type="checkbox"/>		PV	77329	00715	07/31/2...	American Express - 0001	378298627801008 05/28-06/24/10	16.00	
<input type="checkbox"/>		PV	77329	00715	07/31/2...	American Express - 0001	378298627801008 05/28-06/24/10	191.40	
<input type="checkbox"/>		PV	77329	00715	07/31/2...	American Express - 0001	378298627801008 05/28-06/24/10	15.00	
<input type="checkbox"/>		PV	77329	00715	07/31/2...	American Express - 0001	378298627801008 05/28-06/24/10	223.40	
<input type="checkbox"/>		PV	77329	00715	07/31/2...	American Express - 0001	378298627801008 05/28-06/24/10	16.00	
<input type="checkbox"/>		PV	77329	00715	07/31/2...	American Express - 0001	378298627801008 05/28-06/24/10	179.40	
<input type="checkbox"/>		PV	77329	00715	07/31/2...	American Express - 0001	378298627801008 05/28-06/24/10	15.00	
<input type="checkbox"/>		PV	77329	00715	07/31/2...	American Express - 0001	378298627801008 05/28-06/24/10	179.40	
<input type="checkbox"/>		PV	77329	00715	07/31/2...	American Express - 0001	378298627801008 05/28-06/24/10	15.00	
<input type="checkbox"/>		PV	77329	00715	07/31/2...	American Express - 0001	378298627801008 05/28-06/24/10	179.40	
<input type="checkbox"/>		PV	77329	00715	07/31/2...	American Express - 0001	378298627801008 05/28-06/24/10	15.00	
<input type="checkbox"/>		PV	77329	00715	07/31/2...	American Express - 0001	378298627801008 05/28-06/24/10	15.00	
<input type="checkbox"/>						Column Total		1,851.50	1

## June 2010 Courier and Postage Expense for 996:

\$18.77 + .44 = \$19.21

## Trial Balance / Ledger Comparison - Work With Account Ledger

Select Find Close Form Row Report Tools

Account 998.85019 Delivery Expense  
 Ledger Type 1 AA General Ledger From Date \* 08/01/2010  
 Ledger Type 2 AA General Ledger Thru Date \* 08/30/2010  
 Type/Subledger  
☒ Posted ☐ Unposted ☐ All YTD 593.29

Records 1 - 4

Customize Grid - Grid Format Name 1

<input type="checkbox"/>	<input checked="" type="checkbox"/>	Do Ty	Doc Number	Doc Co	G/L Date	Explanation	Explanation - Remark -	LT 1 Amount	LT 1 Debit
<input type="checkbox"/>		PV	77070	00715	08/30/2...	Federal Express	A/C: 1818-7795-2	10.58	
<input type="checkbox"/>		PV	77200	00715	08/30/2...	Federal Express	A/C: 1818-7795-2	8.19	
<input type="checkbox"/>						Column Total		18.77	
<input type="checkbox"/>						Ledger Total		18.77	2

502: 19.21

# Trial Balance / Ledger Comparison - Work With Account Ledger

Select Find Close Form Row Report Tools

Account 996.65002 Postage Expense  
 Ledger Type 1 AA General Ledger From Date 06/01/2010  
 Ledger Type 2 AA General Ledger Thru Date 06/30/2010  
 Type/Subledger  
☒ Posted ☐ Unposted ☐ All YTD 173

Records 1-3

Customize Grid Grid Format Name1

Do Ty	Doc Number	Doc Co	G/L Date	Explanation	Explanation -Remark-	LT 1 Amount	LT 1 Debit
<input type="checkbox"/>	JE	91989	00715	06/30/2...	June '10 Postage expen..		.44
<input type="checkbox"/>					Column Total		44
<input type="checkbox"/>					Ledger Total		44.6

June 2010 Accounting & Audit for 996:

\$48

= YTD Audit fees for GSM \$532

less YTD previously billed amounts \$484

Balance of \$48 to be billed

## Trial Balance / Ledger Comparison - Work With Account Ledger

Select Find Close Form Row Report Tools

Account 996.63002 Accounting & Auditing Exp  
 Ledger Type 1 AA General Ledger From Date 01/01/2010  
 Ledger Type 2 AA General Ledger Thru Date 06/30/2010  
 Type/Subledger  
☒ Posted ☐ Unposted ☐ All YTD 532.00

Records 1-9

Customize Grid Grid Format Name1

Do Ty	Doc Number	Doc Co	G/L Date	Explanation	Explanation -Remark-	LT 1 Amount	LT 1 Debit
<input type="checkbox"/>	PV	78508	00715	02/28/2...	State of California-Dept... DFR 109-09 Jan 2010		45.00
<input type="checkbox"/>	PV	78643	00715	03/31/2...	State of California-Dept... DFR109-09-Feb 2010		157.00
<input type="checkbox"/>	AC	91838	00715	04/30/2...	April 2010 Accrual State of California Department		240.00
<input type="checkbox"/>	AC	91838	00715	05/01/2...	April 2010 Accrual State of California Department		240.00
<input type="checkbox"/>	PV	78901	00715	05/31/2...	State of California-Dept... DFR109-09-Mar 2010		240.00
<input type="checkbox"/>	PV	78976	00715	05/31/2...	State of California-Dept... DFR109-09-Apr 2010		48.00
<input type="checkbox"/>	PV	77166	00715	06/30/2...	State of California-Dept... DFR109-09-May 2010		42.00
<input type="checkbox"/>					Column Total		532.00
<input type="checkbox"/>					Ledger Total		532.00



# June 2010 Investment Pool Interest Expense for 996:

53001	88001	88003	82001	82002	82005	Month Total
-50.68	0.50	209.30	-.11	-125.82	67.34	100.53

## Trial Balance / Ledger Comparison - Work With Account Ledger

Select Find Close Form Rows Report Tools

Account 996.53001.1 Taxable Interest-Pool  
 Ledger Type 1 AA General Ledger From Date 06/01/2010  
 Ledger Type 2 AA General Ledger Thru Date 06/30/2010  
 Type/Subledger  
☒ Posted ☐ Unposted ☐ All YTD 398.97-

Records 1 - 11

Grid Format Name1

Do Ty	Doc Number	Doc Co	G/L Date	Explanation	Explanation -Remark-	LT 1 Amount	LT 1 Debit
<input type="checkbox"/>	CI	91936 00151	06/01/2..	Bring JDE to Mkt value ..	Accrued Int-Pool (Reversing)	70.28	
<input type="checkbox"/>	CI	92182 00151	06/10/2..	Investment JE's 06/10	Interest Rec'd - Corporate	24.96-	
<input type="checkbox"/>	CI	92182 00151	06/10/2..	Investment JE's 06/10	Interest Rec'd - US & Govt	12.32-	
<input type="checkbox"/>	CI	92182 00151	06/10/2..	Investment JE's 06/10	Accrued Int Purch - Corp/Govt	8.89	
<input type="checkbox"/>	CI	92184 00151	06/10/2..	Bring JDE to Mkt value ..	Accrued Int-Pool (Reversing)	71.44-	
<input type="checkbox"/>	CI	92171 00301	06/10/2..	re-allocate Superior Ovr..	Interest Rec'd - Corporate	.87	
<input type="checkbox"/>	CI	92171 00301	06/10/2..	re-allocate Superior Ovr..	Interest Rec'd - US & Govt	1.22-	
<input type="checkbox"/>	CI	92171 00301	06/10/2..	re-allocate Superior Ovr..	Accrued Int Purch - Corp/Govt	2.47-	
<input type="checkbox"/>	CI	92172 00301	06/10/2..	Re-Allocated Superior Ovr..	Accrued Int-Pool (Reversing)	17.87-	
<input type="checkbox"/>				Column Total		50.68-	
<input type="checkbox"/>				Ledger Total		50.68-	(C)

## Trial Balance / Ledger Comparison - Work With Account Ledger

Select Find Close Form Rows Report Tools

Account 996.88001 Investment Expense  
 Ledger Type 1 AA General Ledger From Date \* 06/01/2010  
 Ledger Type 2 AA General Ledger Thru Date \* 06/30/2010  
 Type/Subledger  
☒ Posted ☐ Unposted ☐ All YTD 18-

Records 1 - 3

Grid Format Name1

Do Ty	Doc Number	Doc Co	G/L Date	Explanation	Explanation -Remark-	LT 1 Amount	LT 1 Debit
<input type="checkbox"/>	CI	92123 00151	06/30/2..	Allocate Jun'10 Investm...		.50	
<input type="checkbox"/>				Column Total		.50	
<input type="checkbox"/>				Ledger Total		.50	(C)

# Trial Balance / Ledger Comparison - Work With Account Ledger

Select Find Close Form Row Report Tools

Account 996.88003 Interest Expense  
 Ledger Type 1 AA General Ledger From Date \* 08/01/2010  
 Ledger Type 2 AA General Ledger Thru Date \* 08/30/2010  
 Type/Subledger  
☒ Posted ☐ Unposted ☐ All YTD 602.70

Records 1-4

Customize Grid Grid Format Name1

<input type="checkbox"/>	<input checked="" type="checkbox"/> Do Ty	Doc Number	Doc Co	G/L Date	Explanation	Explanation -Remark-	LT 1 Amount	LT 1 Debit
<input type="checkbox"/>	CI	92162	00151	06/30/2...	Investment JE's 0810	Effect of Net Int Rec/Exp	209.29	
<input type="checkbox"/>	CI	92171	00301	06/30/2...	re-allocate Superior Ovr...	Effect of Net Int Rec/Exp	.01	
<input type="checkbox"/>					Column Total		209.30	
<input type="checkbox"/>					Ledger Total		209.30	(C)

## Trial Balance / Ledger Comparison - Trial Balance / Ledger Comparison

Select Find Close Row Tools

Skip to Account \* 996.81001 ☐ Select / Skip To  
 Ledger Type 1 AA General Ledger Level Of Detail 9  
 Ledger Type 2 AA General Ledger LT 1 Thru Period 6  
 Type/Subledger LT 2 Thru Period 6

Records 1-23 [Y] [N]

Customize Grid Grid For

<input type="checkbox"/>	Account Number	Account Description	General Ledger Period Balance	General Ledger Balance	Gen
<input type="checkbox"/>		Golden State Mutual Life Ins C			
<input type="checkbox"/>	996.81001	Gain/Loss Sale or Reap P&E			
<input type="checkbox"/>	996.82000	Securities			
<input type="checkbox"/>	996.82001	LT Realized Gn/Ls-Pool	.11-	29.88-	
<input type="checkbox"/>	996.82002	ST Realized Gn/Ls-Pool	125.82-	383.41-	
<input type="checkbox"/>	996.82003	Inactive-Loss Sale LT Sec			
<input type="checkbox"/>	996.82004	Inactive-Loss Sale ST Sec			
<input type="checkbox"/>	996.82005	Mark to Market-Pool	67.34	11.01	
<input type="checkbox"/>	996.82006	G/L on Sale LT Non Pool Sec			
<input type="checkbox"/>	996.82007	G/L on Sale ST Non Pool Sec			
<input type="checkbox"/>	996.82008	G/L Non Pool Reap of Sec			
<input type="checkbox"/>	996.82008.3	ReApp Stat Deposit			
<input type="checkbox"/>	996.82008	G/L Non Pool Reap of Sec			
<input type="checkbox"/>	996.82009	Gn/Ls on Transfer to Pool			
<input type="checkbox"/>	996.82000	Securities	58.59- (C)	402.08-	

510 = 100.53

June 2010 Previous billing adjustment for 996;  
April billing total was \$3,000 more than detail. The June bill will be reduced for this overpayment received by the CLO.

Invoice

For services rendered/expense reimbursement for the month  
of April 2010:

(document support details on following pages)

Staffing - CLO Employees	\$ 25,676.95
Department of Insurance charges	903.50
Department of Justice charges	3,060.00
Travel Expense to GSM offices	5,923.51
Office Supplies and Courier	261.11
Accounting & Audit	442.00
Investment Expense	71.15
Total	\$ 39,338.22

*for budget*

25,676.95
903.50
3,060.00
5,923.51
261.11
442.00
71.15
<hr/> 36,338.22



CONSERVATION & LIQUIDATION OFFICE

P.O. Box 26894  
San Francisco, CA 94126-0894  
Tel: 415.676.5000 Fax: 415.676.5002  
www.caclo.org

September 7, 2010

Golden State Mutual Insurance Company  
1999 West Adams Boulevard  
Los Angeles, CA 90018-3514

Invoice

For services rendered/expense reimbursement for the month  
of July 2010:

(document support details on following pages)

Staffing – CLO Employees	\$ 24,759.52	✓
Department of Insurance charges	556.00	✓
Department of Justice charges	1,062.50	✓
Travel Expense to GSM offices	7,134.48	✓
Office Supplies and Courier	9.14	✓
Accounting & Audit	22.00	✓
Investment Expense	339.54	✓
<b>Total</b>	<b>\$ 33,883.18</b>	

Please make your remittance payable to "Conservation and Liquidation Office." If you have any questions or need additional information, please contact the undersigned. Thank you.

Sincerely,

Regina Alava  
Conservation & Liquidation Office  
(415) 676-5083

**PAID**  
**814676**

APPROVED: David E. Wilson  
David E. Wilson, SDIC, Conservator

8/8/10  
Date

OK  
Guthrie  
9/16/10

Checked/checked + posted  
with support +  
9/14/2010  
JM

Serving the California Insurance Commissioner

# Attachments to July 2010 Golden State Mutual service billing

July 2010 Direct Hours Detail for Golden State Mutual code 996:

179 hours x \$138.32135 = \$24,759.52 *pf*

EstateID	996	<input checked="" type="checkbox"/>					
Month	7	<input checked="" type="checkbox"/>					
PayPeriod	(All)	<input checked="" type="checkbox"/>					
			2010 CLO Total Hours • By Employee				
			As of 7/31/201				
Sum of YTDhrs	Dept ID						
Employee Name	11	21	31	32	42	Grand Total	
Alava, Regiva				2.00		2.00	
Crothers, Jennelle			8.00			8.00	
Jeung, Cecilia				1.00		1.00	
Liang, Shaorong				1.25		1.25	
Mojabi, Mohammed			1.00			1.00	
Padway, Carol		5.50				5.50	
Pearce, Scott	78.00					78.00	
Vass, Michele					63.75	63.75	
Wilson, David	17.75					17.75	
Yim, Winnie				0.75		0.75	
Grand Total	95.75	5.50	9.00	5.00	63.75	179.00	

^

July 2010 DOJ Detail for Golden State Mutual code 996; vendor code 2993  
\$556.00 vendor code 2993

Golden State Mutual Life Insurance Company

996

JACK RM						
Day	Month	Year	Hours	Rate	Amount	Description
01	JUL	10	1.5	139	208.50	check stat deposits in Co and other states; check statutory process for withdrawal
01	JUL	10	.5	139	69.50	rehab agreements
08	JUL	10	1	139	139.00	rehab agreements
15	JUL	10	.75	139	104.25	rehab agreements
19	JUL	10	.25	139	34.75	stat deposit matters
Total Employee			4.00		\$556.00	
Total Estate			4.00		\$556.00	

July 2010 DOJ Detail for Golden State Mutual code 996; vendor code 669  
6.25 hours @ \$170.00 = \$1,062.50

EDMUND G. BROWN JR.  
Attorney General

State of California  
DEPARTMENT OF JUSTICE  
1300 I Street, Sacramento, CA 95814  
Billing Inquiries: (916) 224-5690

**Summary of Legal Services**

As of July 31, 2010

Client Agency: Conservation & Liquidation

Client Agency #: 03351

Billing Constant: 100.00 %

Professional Type: Attorney

Rate: \$170.00

Area of Law: CV-BAT:130

Matter Type: Bankruptcy

Matter ID	Matter Description	Client Account Code
LA2005501149	Fremont General (DOJ)	950

Matter Type: Civil Case

Matter ID	Matter Description	Client Account Code
LA2009CV00370	Insurance Commissioner v. Superior National	304

Matter Type: Civil Trial

Matter ID	Matter Description	Client Account Code
LA2009CV0433	INS COM V NATIONAL AUTO.	878

Matter Type: Conservation/Liquidation

Matter ID	Matter Description	Client Account Code
LA2009503874	Insurance Commissioner v. Golden State Mutual Life Ins. Co. (DOJ)	996

Total Hours This FY	Hours This Period	Adjustments This Period	Net Hours	Total Value This Period
0.00	0.50	0.00	0.50	\$85.00
27.75	27.75	0.00	27.75	\$4,717.50
11.00	11.00	0.00	11.00	\$1,870.00
6.25	6.25	0.00	6.25	\$1,062.50



# July 2010 Travel Expense Detail for Golden State Mutual code 996:

\$8,128.42 July g/l - \$6,559.97 billed in June for July + \$5,439.03 August

\$1,978.50 July g/l - \$1,851.50 billed in Jun for July

= \$7,134.48

**Trial Balance / Ledger Comparison - Work With Account Ledger**

Select ☒ Find ☒ Close ☒ Form ☒ Row ☒ Report ☒ Tools

Account: 996.65018.1 Travel-Employee  
 Ledger Type 1: AA General Ledger  
 From Date: 07/01/2010  
 Ledger Type 2:  
 Thru Date: 07/31/2010  
 Type/Subledger:  
☒ Posted ☐ Unposted ☐ All YTD 41,763.32

Records 1 - 26

Do Ty	Doc Number	Doc Co	G/L Date	Explanation	Explanation -Remark-	LT 1 Amount	LT 1 Debit
<input checked="" type="checkbox"/>	PV	77340	00715	07/31/2...	Vass, Michele	Travel Exp 07/06-09/10	070.17
<input type="checkbox"/>	PV	77347	00715	07/31/2...	Pearce, Scott	Travel Exp 06/21-25/10	1,481.82
<input type="checkbox"/>	PV	77348	00715	07/31/2...	Pearce, Scott	Travel Exp 06/28-07/01/10	736.34
<input type="checkbox"/>	PV	77421	00715	07/31/2...	Pearce, Scott	Travel Exp 07/13-16/10	897.84
<input type="checkbox"/>	PV	77484	00715	07/31/2...	American Express - 0001	378298627801008 06/26-07/25/10	4.00
<input type="checkbox"/>	PV	77484	00715	07/31/2...	American Express - 0001	378298627801008 06/26-07/25/10	4.00
<input type="checkbox"/>	PV	77484	00715	07/31/2...	American Express - 0001	378298627801008 06/26-07/25/10	305.40
<input type="checkbox"/>	PV	77484	00715	07/31/2...	American Express - 0001	378298627801008 06/26-07/25/10	15.00
<input type="checkbox"/>	PV	77484	00715	07/31/2...	American Express - 0001	378298627801008 06/26-07/25/10	305.40
<input type="checkbox"/>	PV	77484	00715	07/31/2...	American Express - 0001	378298627801008 06/26-07/25/10	15.00
<input type="checkbox"/>	PV	77484	00715	07/31/2...	American Express - 0001	378298627801008 06/26-07/25/10	171.40
<input type="checkbox"/>	PV	77484	00715	07/31/2...	American Express - 0001	378298627801008 06/26-07/25/10	15.00
<input type="checkbox"/>	PV	77484	00715	07/31/2...	American Express - 0001	378298627801008 06/26-07/25/10	305.40
<input type="checkbox"/>	PV	77484	00715	07/31/2...	American Express - 0001	378298627801008 06/26-07/25/10	15.00
<input type="checkbox"/>	PV	77484	00715	07/31/2...	American Express - 0001	378298627801008 06/26-07/25/10	305.40
<input type="checkbox"/>	PV	77484	00715	07/31/2...	American Express - 0001	378298627801008 06/26-07/25/10	15.00
<input type="checkbox"/>	PV	77504	00715	07/31/2...	Crothers, Jennelle	Travel Exp 07/19/10	85.45
					Column Total		8,128.42
					Ledger Total		8,128.42

## Trial Balance / Ledger Comparison - Work With Account Ledger

Select ☒ Find ☒ Close ☒ Form ☒ Row ☒ Report ☒ Tools

Account: 996.65018.1 Travel-Employee  
 Ledger Type 1: AA General Ledger  
 From Date: 08/01/2010  
 Ledger Type 2:  
 Thru Date: 08/31/2010  
 Type/Subledger:  
☒ Posted ☐ Unposted ☐ All YTD 47,202.35

Records 1 - 10

Do Ty	Doc Number	Doc Co	G/L Date	Explanation	Explanation -Remark-	LT 1 Amount	LT 1 Debit
<input type="checkbox"/>	PV	77559	00715	08/31/2...	Vass, Michele	Travel Exp 07/27-29/10	469.58
<input type="checkbox"/>	PV	77644	00715	08/31/2...	Crothers, Jennelle	Travel Exp 08/09/2010	101.60
<input type="checkbox"/>	PV	77770	00715	08/31/2...	Pearce, Scott	Travel Exp 07/29/10	112.00
<input type="checkbox"/>	PV	77771	00715	08/31/2...	Pearce, Scott	Travel Exp 07/20-23/10	683.36
<input type="checkbox"/>	PV	77772	00715	08/31/2...	Pearce, Scott	Travel Exp 08/10-13/10	903.13
<input type="checkbox"/>	PV	77773	00715	08/31/2...	Pearce, Scott	Travel Exp 08/02-08/10	1,562.71
<input type="checkbox"/>	PV	77774	00715	08/31/2...	Pearce, Scott	Travel Exp 08/16-20/10	1,123.44
<input type="checkbox"/>	PV	77775	00715	08/31/2...	Pearce, Scott	Travel Exp 08/23-24/10	423.21
					Column Total		5,439.03
					Ledger Total		5,439.03

# July 2010 Travel Expense Detail for Golden State Mutual code 996 cont'd:

Trial Balance / Ledger Comparison - Work with Account Ledger

Select Find Close Form Row Report Tools

Account 996.05018.2 Travel-Non-employee  
 Ledger Type 1 AA General Ledger From Date \* 07/01/2010  
 Ledger Type 2 Thru Date \* 07/31/2010  
 Type/Subledger  
☒ Posted ☐ Unposted ☐ All YTD 7,984.70

Records 1 - 22

Customize Grid

Grid Format Name1

<input type="checkbox"/>	<input checked="" type="checkbox"/>	Doc Ty	Doc Number	Doc Co	G/L Date	Explanation	Explanation - Remark -	LT 1 Amount	LT 1 Debit
01, Version: ZJOE0001									
<input type="checkbox"/>	<input checked="" type="checkbox"/>	PV	77329	00715	07/31/2...	American Express - 0001	378298627801008 05/28-06/24/10	305.40	19.00
<input type="checkbox"/>	<input checked="" type="checkbox"/>	PV	77329	00715	07/31/2...	American Express - 0001	378298627801008 05/28-06/24/10	15.00	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	PV	77329	00715	07/31/2...	American Express - 0001	378298627801008 05/28-06/24/10	305.40	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	PV	77329	00715	07/31/2...	American Express - 0001	378298627801008 05/28-06/24/10	15.00	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	PV	77329	00715	07/31/2...	American Express - 0001	378298627801008 05/28-06/24/10	191.40	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	PV	77329	00715	07/31/2...	American Express - 0001	378298627801008 05/28-06/24/10	15.00	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	PV	77329	00715	07/31/2...	American Express - 0001	378298627801008 05/28-06/24/10	223.40	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	PV	77329	00715	07/31/2...	American Express - 0001	378298627801008 05/28-06/24/10	15.00	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	PV	77329	00715	07/31/2...	American Express - 0001	378298627801008 05/28-06/24/10	179.40	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	PV	77329	00715	07/31/2...	American Express - 0001	378298627801008 05/28-06/24/10	15.00	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	PV	77329	00715	07/31/2...	American Express - 0001	378298627801008 05/28-06/24/10	179.40	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	PV	77329	00715	07/31/2...	American Express - 0001	378298627801008 05/28-06/24/10	15.00	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	PV	77329	00715	07/31/2...	American Express - 0001	378298627801008 05/28-06/24/10	179.40	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	PV	77329	00715	07/31/2...	American Express - 0001	378298627801008 05/28-06/24/10	15.00	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	PV	77484	00715	07/31/2...	American Express - 0001	378298627801008 06/26-07/25/10	45.00	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	PV	77484	00715	07/31/2...	American Express - 0001	378298627801008 06/26-07/25/10	15.00	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	PV	77484	00715	07/31/2...	American Express - 0001	378298627801008 06/26-07/25/10	67.00	
<input type="checkbox"/>	<input checked="" type="checkbox"/>					Column Total		1,978.50	
<input type="checkbox"/>	<input checked="" type="checkbox"/>					Ledger Total		1,978.50	

July 2010 Courier and/or Postage Expense for 996:

\$9.14

Trial Balance / Ledger Comparison - Work With Account Ledger

Select Find Close Form Row Report Tools

Account 996.85019 Delivery Expense  
 Ledger Type 1 AA General Ledger From Date \* 07/01/2010  
 Ledger Type 2 AA General Ledger Thru Date \* 07/31/2010  
 Type/Subledger \*  
☒ Posted ☐ Unposted ☐ All YTD 602.43

Records 1 - 3

Customize Grid Grid Format Name1 v

<input type="checkbox"/>	<input checked="" type="checkbox"/> Do Ty	Doc Number	Doc Co	G/L Date	Explanation	Explanation -Remark-	LT 1 Amount	LT 1 Debit
<input type="checkbox"/>	PV	77479	00715	07/31/2...	Federal Express	AC: 1818-7795-2		9.14
<input type="checkbox"/>					Column Total			9.14
<input type="checkbox"/>					Ledger Total			9.14 ✓

July 2010 Accounting & Audit for 996:

\$22= YTD Audit fees for GSM \$554 less YTD previously billed amounts \$532

Trial Balance / Ledger Comparison - Work With Account Ledger

Select Find Close Form Row Report Tools

Account 996.63002 Accounting & Auditing Exp  
 Ledger Type 1 AA General Ledger From Date \* 01/01/2010  
 Ledger Type 2 Thru Date \* 07/31/2010  
 Type/Subledger \*  
☒ Posted ☐ Unposted ☐ All YTD 554.00

Records 1 - 10

Customize Grid Grid Format Name1 v

<input type="checkbox"/>	<input checked="" type="checkbox"/> Do Ty	Doc Number	Doc Co	G/L Date	Explanation	Explanation -Remark-	LT 1 Amount	LT 1 Debit
<input type="checkbox"/>	PV	76508	00715	02/28/2...	State of California-Dept ...	DFR 109-09 Jan 2010	45.00	
<input type="checkbox"/>	PV	76643	00715	03/31/2...	State of California-Dept ...	DFR109-09-Feb 2010	157.00	
<input type="checkbox"/>	AC	91838	00715	04/30/2...	April 2010 Accrual	State of California Department	240.00	
<input type="checkbox"/>	AC	91838	00715	05/01/2...	April 2010 Accrual	State of California Department	240.00	
<input type="checkbox"/>	PV	76901	00715	05/31/2...	State of California-Dept ...	DFR109-09-Mar 2010	240.00	
<input type="checkbox"/>	PV	76978	00715	05/31/2...	State of California-Dept ...	DFR109-09-Apr 2010	48.00	
<input type="checkbox"/>	PV	77168	00715	06/30/2...	State of California-Dept ...	DFR109-09-May 2010	42.00	
<input type="checkbox"/>	PV	77412	00715	07/31/2...	State of California-Dept ...	DFR109-09-June 2010	22.00	
<input type="checkbox"/>					Column Total		554.00	
<input type="checkbox"/>					Ledger Total		554.00	

July 2010 Investment Pool Interest Expense for 996:

<u>53001</u>	<u>68001</u>	<u>68003</u>	<u>82001</u>	<u>82002</u>	<u>82005</u>	<u>Month Total</u>
8.83	1.69	347.36	2.76	-46.06	24.96	339.54

Trial Balance / Ledger Comparison - Work With Account Ledger

Select Find Close Form Rows Report Tools

Account: 996.53001.1 Taxable Interest-Pool

Ledger Type 1: AA General Ledger From Date: 07/01/2010

Ledger Type 2: AA General Ledger Thru Date: 07/31/2010

Type/Subledger: \*

☒ Posted ☐ Unposted ☐ All YTD 348.14

Records 1 - 8

Customize Grid Grid Format Name1

<input type="checkbox"/>	<input checked="" type="checkbox"/> Do Ty	Doc Number	Doc Co	G/L Date	Explanation	Explanation -Remark-	LT 1 Amount	LT 1 Debit
<input type="checkbox"/>	CI	92164	00151	07/01/2...	Bring JDE to Mkt Value ...	Accrued Int-Pool (Reversing)	71.44	
<input type="checkbox"/>	CI	92172	00301	07/01/2...	Re-Allocated Superior O...	Accrued Int-Pool (Reversing)	17.87	
<input type="checkbox"/>	CI	92262	00151	07/30/2...	Investment Pool JE's 07...	Interest Rec'd - Corporate	13.48	
<input type="checkbox"/>	CI	92262	00151	07/30/2...	Investment Pool JE's 07...	Interest Rec'd - US & Govt	14.23	
<input type="checkbox"/>	CI	92282	00151	07/30/2...	Investment Pool JE's 07...	Accrued Int Purch - Corp/Govt	8.12	
<input type="checkbox"/>	CI	92265	00151	07/30/2...	Bring JDE to Mkt Value ...	Accrued Int-Pool (Reversing)	60.89	
<input type="checkbox"/>					Column Total		8.83	
<input type="checkbox"/>					Ledger Total		8.83	

Trial Balance / Ledger Comparison - Work With Account Ledger

Select Find Close Form Rows Report Tools

Account: 996.68001 Investment Expense

Ledger Type 1: AA General Ledger From Date: 07/01/2010

Ledger Type 2: AA General Ledger Thru Date: 07/31/2010

Type/Subledger: \*

☒ Posted ☐ Unposted ☐ All YTD 1.51

Records 1 - 3

Customize Grid Grid Format Name1

<input type="checkbox"/>	<input checked="" type="checkbox"/> Do Ty	Doc Number	Doc Co	G/L Date	Explanation	Explanation -Remark-	LT 1 Amount	LT 1 Debit
<input type="checkbox"/>	CI	92214	00151	07/31/2...	Allocate Jul'10 Investme...		1.69	
<input type="checkbox"/>					Column Total		1.69	
<input type="checkbox"/>					Ledger Total		1.69	

# Trial Balance / Ledger Comparison - Work With Account Ledger

Select Find Close Form Row Report Tools

Account 996.68003 Interest Expense  
 Ledger Type 1 AA General Ledger From Date 07/01/2010  
 Ledger Type 2 AA General Ledger Thru Date 07/31/2010  
 Type/Subledger  
☒ Posted ☐ Unposted ☐ All YTD 950.06

Records 1-3

Customize Grid Grid Format Name1

<input type="checkbox"/>	<input checked="" type="checkbox"/> Do Ty	Doc Number	Doc Co	G/L Date	Explanation	Explanation -Remark-	LT 1 Amount	LT 1 Debit
<input type="checkbox"/>	CI	92263	00151	07/30/2...	Investment Pool JE's 07...	Effect of Net Int RecExp	347.36	
<input type="checkbox"/>					Column Total		347.36	
<input type="checkbox"/>					Ledger Total		347.36	

## Trial Balance / Ledger Comparison - Trial Balance / Ledger Comparison

Select Find Close Row Tools

Skip to Account 996.81001 ☐ Select / Skip To  
 Ledger Type 1 AA General Ledger Level Of Detail 9  
 Ledger Type 2 AA General Ledger LT 1 Thru Period 7  
 Type/Subledger LT 2 Thru Period 7

Records 1-23

Customize Grid Grid Form

<input type="checkbox"/>	Account Number	Account Description	General Ledger Period Balance	General Ledger Balance	Gr
<input type="checkbox"/>		Golden State Mutual Life Ins C			
<input type="checkbox"/>	996.81001	Gain/Loss Sale or Reap P&E			
<input type="checkbox"/>	996.82000	Securities			
<input type="checkbox"/>	996.82001	LT Realized Gn/Ls-Pool	2.76	26.92-	
<input type="checkbox"/>	996.82002	ST Realized Gn/Ls-Pool	48.06-	429.47-	
<input type="checkbox"/>	996.82003	Inactive-Loss Sale LT Sec			
<input type="checkbox"/>	996.82004	Inactive-Loss Sale ST Sec			
<input type="checkbox"/>	996.82005	Mark to Market-Pool	24.96	35.97	
<input type="checkbox"/>	996.82006	G/L on Sale LT Non Pool Sec			
<input type="checkbox"/>	996.82007	G/L on Sale ST Non Pool Sec			
<input type="checkbox"/>	996.82008	G/L Non Pool Reap of Sec			
<input type="checkbox"/>	996.82008.3	ReApp Stat Deposit			
<input type="checkbox"/>	996.82008	G/L Non Pool Reap of Sec			
<input type="checkbox"/>	996.82009	Gn/Ls on Transfer to Pool			
<input type="checkbox"/>	996.82000	Securities	18.34-	420.42-	
<input type="checkbox"/>	996.83000	Other Gains/Losses			



CONSERVATION & LIQUIDATION OFFICE

P.O. Box 26894  
San Francisco, CA 94128-0894  
Tel: 415.676.5000 Fax: 415.676.5002  
www.cado.org

October 14, 2010

Golden State Mutual Insurance Company  
1999 West Adams Boulevard  
Los Angeles, CA 90018-3514

Invoice

For services rendered/expense reimbursement for the month  
of August 2010:  
(document support details on following pages)

Staffing - CLO Employees	\$ 28,868.10	✓
Department of Insurance charges	69.50	✓
Department of Justice charges	1,912.50	✓
Travel Expense to GSM offices	2,273.50	✓
Office Supplies and Courier	91.20	✓
Investment Expense	-63.67	✓

Total \$ 33,151.13

PAID  
81705

Please make your remittance payable to "Conservation and Liquidation Office." If you have any questions or need additional information, please contact the undersigned. Thank you.

Sincerely,

Regina Alava  
Conservation & Liquidation Office  
(415) 676-5083

APPROVED:

David E. Wilson  
David E. Wilson, SDIC, Conservator

10/15/10  
Date

OK,  
Jesse Holloway  
10-25-10  
OK / happy  
10/26/10  
revised &  
crossed check to  
support. Recommendation  
for payment  
10/21/2010

Serving the California Insurance Commissioner



# Attachments to July 2010 Golden State Mutual service billing

August 2010 Direct Hours Detail for Golden State Mutual code 996:

207.83 hours x \$138.9024684 = \$28,868.10/

A	B	C	D	E	F	G	H	I
Estate/Pay ID	996							
Month	8							
PayPeriod	(All)							
2010 CLO Total Hours - By Employee								
As of 8/31/2010								
Sum of YTDhrs	Dept-ID							
Employee name	11	21	31	32	42			Grand Total
Alava, Regina				3.25				3.25
Crothers, Jennelle			8.00					8.00
Jeung, Cecilia				1.58				1.58
Liang, Shaorong				1.00				1.00
Minahan, Ray	1.50							1.50
Mojabi, Mohammed			1.00					1.00
Padway, Carol		4.75						4.75
Pearce, Scott	133.00							133.00
Vass, Michele					15.50			15.50
Wilson, David	37.00							37.00
Yim, Winnie				1.25				1.25
Grand Total	171.50	4.75	9.00	7.08	15.50			207.83

August 2010 DOJ Detail for Golden State Mutual code 996: vendor code 2993  
\$69.50

CTM00171202

CTS Report - All Estates  
Sorted by ESTATE  
Printed: 06-OCT-10 09:24:50

( 01-AUG-10 and 31-AUG-10 )

Page 1 of 12

Golden Eagle Insurance Company

Total Estate	3.00	\$393.00
--------------	------	----------

---

Golden State Mutual Life Insurance Company

JACK HON

Day Worked	Task	Hours	Rate	Amount	Description
01-AUG-10	AC	.5	131	\$65.50	stat deposal matter
Total Employees		0.50		\$65.50	
Total Estate		0.50		\$65.50	

August 2010 DOJ Detail for Golden State Mutual code 996: vendor code 669  
11.25 hours @ \$170.00 = \$1,912.50

### Summary of Legal Services

As of Aug 31, 2010

Client Agency #: 03351  
Client Company Name: Department of Insurance  
Client Pull Name: Conservation & Liquidation  
Billing Constant: 100000%

Professional Type: Attorney

Rate: \$170.00

Area of Law: CV-B&T:110

Matter Type: Bankruptcy

Matter ID	Matter Description	Client Account Code	Hours This FY	Hours This Period	Adjustments	Net Hours	Net Cost
LA200901146	Harriet Corbett (DCI)	990	1.75	1.25	0.00	1.25	\$212.50
<b>Matter Type: Civil Case</b>							
Matter ID	Matter Description	Client Account Code	Hours This FY	Hours This Period	Adjustments	Net Hours	Net Cost
LA200000370	Insurance Commissioner v Superior National	304	35.25	8.50	0.00	8.50	\$1,445.00
<b>Matter Type: Civil Trial</b>							
Matter ID	Matter Description	Client Account Code	Hours This FY	Hours This Period	Adjustments	Net Hours	Net Cost
LA200900411	INS COM V NATIONAL AUTO	978	15.25	4.25	0.00	4.25	\$722.50
LA200900776	INS COM V PACIFIC NAT	913	1.25	2.25	0.00	2.25	\$382.50
<b>Matter Type: Conservation/Liquidation</b>							
Matter ID	Matter Description	Client Account Code	Hours This FY	Hours This Period	Adjustments	Net Hours	Net Cost
LA200903476	Insurance Commissioner v Golden State Mutual Life Ins Co (DCI)	996	17.50	11.25	0.00	11.25	\$1,912.50

**August 2010 Investment Pool Interest Expense for 996**  
**Trial Balance / Ledger Comparison - Work With Account Ledger**

Select Find Close Form Row Report Tools  
☒ ☐ ☒ ☐ ☐ ☐ ☐

Account 996.88003 Interest Expense  
 Ledger Type 1 AA General Ledger From Date 08/01/2010  
 Ledger Type 2 AA General Ledger Thru Date 08/31/2010  
 Type/Subledger  
☒ Posted ☐ Unposted ☐ All YTD 1,015.01

Records 1 - 3

Do Ty	Doc Number	Doc Co	G/L Date	Explanation	Explanation Remark	LT 1 Amount	LT 1 Debit
<input type="checkbox"/> CI	92411	00151	08/31/2010	0810 Investment JE's	Effect of 1101 int RecExp	64.95	
				Column Total		64.95	
				Ledger Total		64.95	

**Trial Balance / Ledger Comparison - Trial Balance / Ledger Comparison**

Select Find Close Row Tools  
☒ ☐ ☒ ☐ ☐

Skip to Account 996.81001 ☐ Select / Skip To  
 Ledger Type 1 AA General Ledger Level Of Detail 9 ☒ P  
 Ledger Type 2 AA General Ledger LT 1 Thru Period 8  
 Type/Subledger LT 2 Thru Period 8

Records 1 - 23 [5] [51]

Account Number	Account Description	General Ledger Period Balance	General Ledger Balance	Ger
	Golden State Mutual Life Ins C			
	Gain/Loss Sale or Reap P&E			
	Securities			
	LT Realized G/Ls-Pool	.41	27.33	
	ST Realized G/Ls-Pool	68.25	487.72	
	Inactive-Loss Sale LT Sec			
	Inactive-Loss Sale ST Sec			
	Mark to Market-Pool	40.04	76.01	
	G/L on Sale LT Non Pool Sec			
	G/L on Sale ST Non Pool Sec			
	G/L Non Pool Reap of Sec			
	ReApp Stat Deposit			
	G/L Non Pool Reap of Sec			
	G/Ls on Transfer to Pool			
	Securities	18.62	439.04	
	Other Gains/Losses			

**August 2010 Travel Expense Detail for Golden State Mutual code 996:**  
 \$2,191.50 September accrual +\$82.00 September accrual = \$ 2,273.50

**Trial Balance / Ledger Comparison - Work With Account Ledger**

Select Find Close Form Row Report Tools  
☒ ☒ ☒ ☒ ☒ ☒ ☒

Account 996.65018.1 Travel-Employee  
 Ledger Type 1 AA General Ledger From Date \* 09/01/2010  
 Ledger Type 2 : Thru Date \* 09/30/2010  
 Type/Subledger  
☒ Posted ☐ Unposted ☐ All YTD 49,393.85

Records 1 - 15

Customize Grid Grid Format Name1

<input type="checkbox"/>	<input checked="" type="checkbox"/> Do Ty	Doc Number	Doc Co	G/L Date	Explanation	Explanation -Remark-	LT 1 Amount	LT 1 Debit
<input type="checkbox"/>	PV	77803	00715	09/30/2...	American Express - 0001	378298627801008 07/26-08/25/10	335.40	
<input type="checkbox"/>	PV	77803	00715	09/30/2...	American Express - 0001	378298627801008 07/26-08/25/10	893.20	
<input type="checkbox"/>	PV	77803	00715	09/30/2...	American Express - 0001	378298627801008 07/26-08/25/10	688.80	
<input type="checkbox"/>	PV	77803	00715	09/30/2...	American Express - 0001	378298627801008 07/26-08/25/10	305.40	
<input type="checkbox"/>	PV	77803	00715	09/30/2...	American Express - 0001	378298627801008 07/26-08/25/10	15.00	
<input type="checkbox"/>	PV	77803	00715	09/30/2...	American Express - 0001	378298627801008 07/26-08/25/10	311.40	
<input type="checkbox"/>	PV	77803	00715	09/30/2...	American Express - 0001	378298627801008 07/26-08/25/10	15.00	
<input type="checkbox"/>	PV	77803	00715	09/30/2...	American Express - 0001	378298627801008 07/26-08/25/10	311.40	
<input type="checkbox"/>	PV	77803	00715	09/30/2...	American Express - 0001	378298627801008 07/26-08/25/10	15.00	
<input type="checkbox"/>	PV	77884	00715	09/30/2...	Wilson, David	Travel 09/01-02/10	401.98	
<input type="checkbox"/>	PV	77890	00715	09/30/2...	Crothers, Jennelle	Travel Exp 09/15/10	48.25	
<input type="checkbox"/>	PV	77920	00715	09/30/2...	Crothers, Jennelle	Travel Exp 09/09/2010	84.28	
<input type="checkbox"/>	PV	77921	00715	09/30/2...	Crothers, Jennelle	Travel Exp 09/21/2010	166.01	
<input type="checkbox"/>					Column Total		2,191.50	
<input type="checkbox"/>					Ledger Total		2,191.50	(A)

**Trial Balance / Ledger Comparison - Work With Account Ledger**

Select Find Close Form Row Report Tools  
☒ ☒ ☒ ☒ ☒ ☒ ☒

Account 996.65018.2 Travel-Non-employee  
 Ledger Type 1 AA General Ledger From Date \* 09/01/2010  
 Ledger Type 2 : Thru Date \* 09/30/2010  
 Type/Subledger  
☒ Posted ☐ Unposted ☐ All YTD 7,766.70

Records 1 - 4

Customize Grid Grid Format Name1

<input type="checkbox"/>	<input checked="" type="checkbox"/> Do Ty	Doc Number	Doc Co	G/L Date	Explanation	Explanation -Remark-	LT 1 Amount	LT 1 Debit
<input type="checkbox"/>	PV	77803	00715	09/30/2...	American Express - 0001	378298627801008 07/26-08/25/10	87.00	
<input type="checkbox"/>	PV	77803	00715	09/30/2...	American Express - 0001	378298627801008 07/26-08/25/10	15.00	
<input type="checkbox"/>					Column Total		82.00	
<input type="checkbox"/>					Ledger Total		82.00	(A)

20A: 2,273.50

August 2010 Courier and/or Postage Expense for 996:  
\$4.84+\$6.36=\$91.20

**Trial Balance / Ledger Comparison - Work With Account Ledger**

Select Find Close Form Row Report Tools  
☒ ☐ ☒ ☐ ☐ ☐ ☐ ☒

Account 996.65002 Postage Expense  
 Ledger Type 1 AA General Ledger From Date 08/01/2010  
 Ledger Type 2 AA General Ledger Thru Date 08/31/2010  
 Type/Subledger  
☒ Posted ☐ Unposted ☐ All YTD 6.60

Records 1 - 3

Doc Ty	Doc Number	Doc Co	G/L Date	Explanation	Explanation Remark	LT 1 Amount	LT 1 Debit
<input type="checkbox"/> JE	92316	00715	08/31/2...	August '10 Postage exp...			4.84
<input type="checkbox"/>				Column Total	I		4.84
<input type="checkbox"/>				Ledger Total			4.84 (B)

**Trial Balance / Ledger Comparison - Work With Account Ledger**

Select Find Close Form Row Report Tools  
☒ ☐ ☒ ☐ ☐ ☐ ☐ ☒

Account 996.65019 Delivery Expense  
 Ledger Type 1 AA General Ledger From Date 08/01/2010  
 Ledger Type 2 AA General Ledger Thru Date 08/31/2010  
 Type/Subledger  
☒ Posted ☐ Unposted ☐ All YTD 588.79

Records 1 - 6

Doc Ty	Doc Number	Doc Co	G/L Date	Explanation	Explanation Remark	LT 1 Amount	LT 1 Debit
<input type="checkbox"/> PV	77622	00715	08/31/2...	Federal Express	A/C: None	34.99	
<input type="checkbox"/> PV	77725	00715	08/31/2...	Federal Express	A/C: None	34.99	
<input type="checkbox"/> PV	77764	00715	08/31/2...	Federal Express	A/C: 1818-77952	8.19	
<input type="checkbox"/> PV	77764	00715	08/31/2...	Federal Express	A/C: 1818-77952	8.19	
<input type="checkbox"/>				Column Total		88.36	
<input type="checkbox"/>				Ledger Total		88.36 (B)	

503.91.20-

# August 2010 Investment Pool Interest Expense for 996:

<u>53001</u>	<u>68001</u>	<u>68003</u>	<u>82001</u>	<u>82002</u>	<u>82005</u>	<u>Month Total</u>
-31.37	1.45	84.95	-.41	-58.25	-40.04	-63.67

## Trial Balance / Ledger Comparison - Work With Account Ledger

Select Find Close Form Row Report Tools

Account | 996.53001.1 Taxable Interest-Pool

Ledger Type 1 | AA General Ledger From Date > 08/01/2010

Ledger Type 2 | AA General Ledger Thru Date > 08/31/2010

Type/Subledger

☒ Posted ☐ Unposted ☐ All YTD 379.51-

Records 1..7

Customize Grid Format Name1

<input type="checkbox"/>	<input checked="" type="checkbox"/>	Doc Ty	Doc Number	Doc Co	G/L Date	Explanation	Explanation Remark	LT 1 Amount	LT 1 Debit
<input type="checkbox"/>	<input checked="" type="checkbox"/>	CI	92265	00151	08/01/2...	Bring JDE to Mkt Value...	Accrued Int-Pool (Reversing)	60.89	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	CI	92411	00151	08/31/2...	0810 Investment JE's	Interest Recvd - Corporate	13.82-	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	CI	92411	00151	08/31/2...	0810 Investment JE's	Interest Recvd - US & Govt	19.79-	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	CI	92411	00151	08/31/2...	0810 Investment JE's	Accrued Int Purch - Corp/Govt	.14	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	CI	92412	00151	08/31/2...	0810 Bring JDE to Mkt...	Accrued Int-Pool (Reversing)	58.79-	
<input type="checkbox"/>	<input checked="" type="checkbox"/>					Column Total		31.37-	
<input type="checkbox"/>	<input checked="" type="checkbox"/>					Ledger Total		31.37-	

## Trial Balance / Ledger Comparison - Work With Account Ledger

Select Find Close Form Row Report Tools

Account | 996.68001 Investment Expense

Ledger Type 1 | AA General Ledger From Date > 08/01/2010

Ledger Type 2 | AA General Ledger Thru Date > 08/31/2010

Type/Subledger

☒ Posted ☐ Unposted ☐ All YTD 2.96

Records 1..3

Customize Grid Format Name1

<input type="checkbox"/>	<input checked="" type="checkbox"/>	Doc Ty	Doc Number	Doc Co	G/L Date	Explanation	Explanation Remark	LT 1 Amount	LT 1 Debit
<input type="checkbox"/>	<input checked="" type="checkbox"/>	CI	92383	00151	08/31/2...	Allocate Aug'10 Investm...		1.45	
<input type="checkbox"/>	<input checked="" type="checkbox"/>					Column Total		1.45	
<input type="checkbox"/>	<input checked="" type="checkbox"/>					Ledger Total		1.45	



CONSERVATION & LIQUIDATION OFFICE

P.O. Box 26894  
San Francisco, CA 94126-0894  
Tel: 415.676.5000 Fax: 415.676.5002  
www.caclo.org

November 16, 2010

Golden State Mutual Insurance Company  
1999 West Adams Boulevard  
Los Angeles, CA 90018-3514

Invoice

For services rendered/expense reimbursement for the month  
of September 2010:

(document support details on following pages)

Staffing – CLO Employees	\$ 41,969.22
Department of Insurance charges	-36.00
Department of Justice charges	3,272.50
Travel Expense to GSM offices	21,705.78
Office Supplies and Courier	50.87
Investment Expense	3.52
Accounting & Audit	76.00
<b>Total</b>	<b>\$ 67,041.89</b>

Please make your remittance payable to "Conservation and Liquidation Office." If you have any questions or need additional information, please contact the undersigned. Thank you.

Sincerely,

Regina Alava  
Conservation & Liquidation Office  
(415) 676-5083

APPROVED: \_\_\_\_\_

David E. Wilson, SDIC, Conservator

\_\_\_\_\_  
Date

570309-00-0000-11

David,  
I have reviewed the  
charges & they appear  
reasonable for the work  
that was performed. I  
recommend the payment  
of this invoice.  
Joe Hall  
11-17-10

Serving the California Insurance Commissioner



# Attachments to September 2010 Golden State Mutual service billing

September 2010 Direct Hours Detail for Golden State Mutual Code 996

257.5 hours x \$162.9873= \$41,969.22

A	B	C	D	E	F	G	H	I
Estate/Proj ID	996							
Month	9							
Pay Period	(All)							
2010 CLO Total Hours - By Employee								
As of 9/30/2010								
Sum of YTD hrs	Dept ID							
Employee name	11	21	31	32	42			Grand Total
Alava, Regina				2.00				2.00
Crothers, Jennelle			32.00					32.00
Elkins, Susan A.					0.25			0.25
Jeung, Cecilia				1.25				1.25
Liang, Shaorong				2.25				2.25
Mojabi, Mohammed			57.00					57.00
Ocampo, Mary Anne	1.00							1.00
Padway, Carol		5.25						5.25
Pearce, Scott	121.00							121.00
Vass, Michele					7.50			7.50
Wilson, David	26.50							26.50
Yim, Winnie				1.50				1.50
Grand Total	148.50	5.25	89.00	7.00	7.75			257.50

September 2010 DOI Detail for Golden State Mutual code 996, vendor code 2993  
 \$-36.00 Change in accrual v. paid amount no new charges in Sept 2010 and Oct 2010.

CEDARHIS.NOF  
 CTS Report - All Estates ( 01-AUG-10 and 31-AUG-10 )  
 Sorted by ESTATE  
 Printed: 08-OCT-10 09:24:50 Page 8 of 12

Golden Eagle Insurance Company  
 Total Estate 1.00 \$393.00

Golden State Mutual Life Insurance Company

JACK HON  
 Day Worked Task Hours Rate Amount Description  
 01-AUG-10 MC .8 135 \$5.50 state deposit holder  
 Total Employee 0.50 \$43.50  
 Total Estate 0.50 \$43.50

# Trial Balance / Ledger Comparison - Work With Account Ledger

Select Find Close Form Row Report Tools

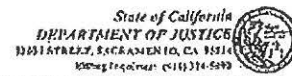
Account 996.62001 Department of Insurance  
 Ledger Type 1 AA General Ledger From Date 09/01/2010  
 Ledger Type 2 AA General Ledger Thru Date 09/30/2010  
 Type/Subledger  
☒ Posted ☐ Unposted ☐ All YTD 4,759.50

Records: 1,633 Custodian Grid Grid Format Name 1

	Do Ty	Doc Number	Doc Co	G/L Date	Explanation	Explanation - Remark	LT 1 Amount	LT 1 Debit
<input type="checkbox"/>	AC	92393-00715	09/01/2...	August 2010 Accrual	DOI(vndr# 2993)		558.00-	
<input type="checkbox"/>	AC	92393-00715	09/01/2...	August 2010 Accrual	DOI(vndr# 2993)		69.50-	
<input type="checkbox"/>	AC	92664-00715	09/30/2...	September 2010 Accrual	DOI(vndr# 2993)		524.00	524.00
<input type="checkbox"/>	AC	92664-00715	09/30/2...	September 2010 Accrual	DOI(vndr# 2993)		65.50	65.50
<input type="checkbox"/>				Column Total			36.00-	589.50
<input type="checkbox"/>				Ledger Total			36.00-	

September 2010 DOJ Detail for Golden State Mutual code 996; vendor code 669  
 19.25 hours @ \$170.00 = \$3,272.50

EDMUND G. BROHN JR.  
 Attorney General



**Summary of Legal Services**

As of Sep 30, 2010

Client Agency #: 03351  
 Client Company Name: Department of Insurance  
 Client Full Name: Conservation & Liquidation  
 Billing Constant: 100.00%  
 Professional Type: Attorney

Rate: \$170.00

Area of Law: CV-B&T:130

Matter Type: Bankruptcy

Matter ID	Matter Description	Client Account Code	Hours This FY	Hours This Period	Adjustments	Net Hours	Net Cost
U200801143	Fremont General (DOJ)	950	2.75	1.00	0.00	1.00	\$170.00

Matter Type: Civil Case

Matter ID	Matter Description	Client Account Code	Hours This FY	Hours This Period	Adjustments	Net Hours	Net Cost
U2000CV0370	Insurance Commissioner v. Superior National	101	40.00	3.75	0.00	3.75	\$637.50

Matter Type: Civil Trial

Matter ID	Matter Description	Client Account Code	Hours This FY	Hours This Period	Adjustments	Net Hours	Net Cost
U2000CV0433	NYS COM V NATIONAL AUTO.	913	15.25	0.00	0.00	0.00	\$0.00
U2000CV0776	NYS COM V PACIFIC NATL		4.25	2.00	0.00	2.00	\$340.00

Matter Type: Conservation/Liquidation

Matter ID	Matter Description	Client Account Code	Hours This FY	Hours This Period	Adjustments	Net Hours	Net Cost
U2007501976	Insurance Commissioner v. Golden State Mutual Life Ins. Co. (DOJ)	996	36.75	19.25	0.00	19.25	\$3,272.50

$$\text{\$21,516.38 October accrual} + \text{\$189.40 October accrual} = \text{\$21705.78}$$

Select	Fhd	Class	Form	Row	Report	Tools

☒ Posted    ☐ Unposted    ☐ All    YTD    7091023

*[Faint, illegible text from bleed-through]*

[illegible]

Secret Find Class Form Row Report Tools

Account	095.65010 1	Travel:Employee		
Ledger Type 1	AA	General Ledger	From Date	11/01/2010
Ledger Type 2	AA	General Ledger	Thru Date	11/31/2010
Type/Subledger				
<input checked="" type="radio"/> Posted	<input type="radio"/> Unposted	<input type="radio"/> All	YTD	70,910.23

1. The first part of the document is a list of names and addresses, which appears to be a directory or a list of contacts. The names are written in a cursive script, and the addresses are listed below them. The list includes names such as "John A. Smith", "Mary E. Jones", and "Robert L. Brown", among others. The addresses are also written in cursive and include street names and city names.

PV	77984	00715	10/31/2...	American Express - 0001	378298527801008	08/25-09/25/10	15.00	15.00
PV	77984	00715	10/31/2...	American Express - 0001	378298527801008	08/25-09/25/10	15.00	15.00
PV	77984	00715	10/31/2...	American Express - 0001	378298527801008	08/25-09/25/10	311.40	311.40
PV	77984	00715	10/31/2...	American Express - 0001	378298527801008	08/25-09/25/10	15.00	15.00
PV	77984	00715	10/31/2...	American Express - 0001	378298527801008	08/25-09/25/10	15.00	15.00
PV	77984	00715	10/31/2...	American Express - 0001	378298527801008	08/25-09/25/10	311.40	311.40
PV	77984	00715	10/31/2...	American Express - 0001	378298527801008	08/25-09/25/10	15.00	15.00
PV	77984	00715	10/31/2...	American Express - 0001	378298527801008	08/25-09/25/10	311.40	311.40
PV	77984	00715	10/31/2...	American Express - 0001	378298527801008	08/25-09/25/10	15.00	15.00
PV	77984	00715	10/31/2...	American Express - 0001	378298527801008	08/25-09/25/10	285.40	285.40
PV	77984	00715	10/31/2...	American Express - 0001	378298527801008	08/25-09/25/10	15.00	15.00
PV	77984	00715	10/31/2...	American Express - 0001	378298527801008	08/25-09/25/10	15.00	15.00
PV	77984	00715	10/31/2...	American Express - 0001	378298527801008	08/25-09/25/10	311.40	311.40
PV	77984	00715	10/31/2...	American Express - 0001	378298527801008	08/25-09/25/10	16.00	15.00
PV	77984	00715	10/31/2...	American Express - 0001	378298527801008	08/25-09/25/10	15.00	15.00
PV	77898	00715	10/31/2...	Cruthers, Jennelle	Travel Exp	09/28/10	100.18	100.18
PV	78056	00715	10/31/2...	Cruthers, Jennelle	Travel Exp	10/08/10	144.51	144.51
PV	78057	00715	10/31/2...	Cruthers, Jennelle	Travel Exp	10/12/10	88.05	88.05

# Trial Balance / Ledger Comparison - Work With Account Ledger

Select Find Close Form Row Report Tools

Account 996.65018.1 Travel-Employee  
 Ledger Type 1 General Ledger From Date 10/31/2010  
 Ledger Type 2 General Ledger Thru Date 10/31/2010  
 Type/Subledger

Posted Unposted All YTD 70,910.23

Records 1-57 Grid Format Name1

Do Ty	Doc Number	Doc Co	GL Date	Explanation	Explanation Remark	LT 1 Amount	LT 1 Debit
<input type="checkbox"/>	PV	78059	00715	10/31/2...	Mojabl, Mohammed Travel Exp 08/08-15/10	1,078.62	1,078.62
<input type="checkbox"/>	PV	78060	00715	10/31/2...	Mojabl, Mohammed Travel Exp 09/17-21/10	1,204.17	1,204.17
<input type="checkbox"/>	PV	78061	00715	10/31/2...	Mojabl, Mohammed Travel Exp 08/28-10/06/10	833.67	833.67
<input type="checkbox"/>	PV	78062	00715	10/31/2...	Pearce, Scott Travel Exp 08/30-09/03/10	1,271.21	1,271.21
<input type="checkbox"/>	PV	78064	00715	10/31/2...	Pearce, Scott Travel Exp 08/13-17/10	891.72	891.72
<input type="checkbox"/>	PV	78065	00715	10/31/2...	Pearce, Scott Travel Exp 08/21-23/10	1,138.33	1,138.33
<input type="checkbox"/>	PV	78066	00715	10/31/2...	Pearce, Scott Travel Exp 09/27-10/01/10	1,038.77	1,038.77
<input type="checkbox"/>	PV	78067	00715	10/31/2...	Pearce, Scott Travel Exp 10/04-08/10	1,164.41	1,164.41
<input type="checkbox"/>	PV	78070	00715	10/31/2...	Wilson, David Travel Exp 10/04-07/10	1,171.44	1,171.44
<input type="checkbox"/>	PV	78070	00715	10/31/2...	Pearce, Scott TRAVEL EXP 09/07-10/10	932.80	932.80
<input type="checkbox"/>	PV	78085	00715	10/31/2...	Vass, Michele TRAVEL EXP 10/12-14/10	451.88	451.88
<input type="checkbox"/>	PV	78108	00715	10/31/2...	Binard, David TRAVEL EXP 10/12-13/10	254.91	254.91
<input type="checkbox"/>	PV	78109	00715	10/31/2...	Crothers, Jennelle TRAVEL EXP 10/19/10	143.84	143.84
<input type="checkbox"/>	PV	78129	00715	10/31/2...	Capozzi, Pieler TRAVEL EXP 10/12-14/10	364.72	364.72
<input type="checkbox"/>	PV	78188	00715	10/31/2...	Crothers, Jennelle TRAVEL EXP 10/26-27/10	346.25	346.25
<input type="checkbox"/>	PV	78189	00715	10/31/2...	American Express - 0001 378298627801008 09/26-10/25/10	1,177.80	1,177.80
<input type="checkbox"/>	PV	78189	00715	10/31/2...	American Express - 0001 378298627801008 09/26-10/25/10	4,185.60	4,185.60
<input type="checkbox"/>	PV	78189	00715	10/31/2...	American Express - 0001 378298627801008 09/26-10/25/10	219.40	
<input type="checkbox"/>	PV	78189	00715	10/31/2...	American Express - 0001 378298627801008 09/26-10/25/10	326.40	326.40
<input type="checkbox"/>				Column Total		21,516.38	21,995.18
<input type="checkbox"/>				Ledger Total		21,516.38	21,516.38

# Trial Balance / Ledger Comparison - Work With Account Ledger

Select Find Close Form Row Report Tools

Account 996.65018.2 Travel-Non-employee  
 Ledger Type 1 General Ledger From Date 10/01/2010  
 Ledger Type 2 General Ledger Thru Date 10/31/2010  
 Type/Subledger

Posted Unposted All YTD 7,958.10

Records 1-7 Grid Format Name1

Do Ty	Doc Number	Doc Co	GL Date	Explanation	Explanation Remark	LT 1 Amount	LT 1 Debit	P C
<input type="checkbox"/>	PV	77964	00716	10/31/2...	American Express - 0001 378298627801008 08/26-09/25/10	159.40	159.40	P
<input type="checkbox"/>	PV	77964	00716	10/31/2...	American Express - 0001 378298627801008 08/26-09/25/10	15.00	15.00	P
<input type="checkbox"/>	PV	77964	00716	10/31/2...	American Express - 0001 378298627801008 08/26-09/25/10	159.40		P
<input type="checkbox"/>	PV	77964	00716	10/31/2...	American Express - 0001 378298627801008 08/26-09/25/10	159.40	159.40	P
<input type="checkbox"/>	PV	77964	00716	10/31/2...	American Express - 0001 378298627801008 08/26-09/25/10	15.00	15.00	P
<input type="checkbox"/>				Column Total		189.40	348.80	
<input type="checkbox"/>				Ledger Total		189.40	189.40	

September 2010 Courier and/or Postage Expense for 996  
\$3.12+\$47.75=\$50.87

Trial Balance / Ledger Comparison - Work With Account Ledger

Select Find Close Form Rows Report Tools

Account 996.65002 Postage Expense  
 Ledger Type 1 AA General Ledger  
 Ledger Type 2 AA General Ledger  
 Type/Subledger  
 From Date 09/01/2010  
 Thru Date 09/30/2010  
☒ Posted ☐ Unposted ☐ All YTD 9.72

Records 1-3

LT 1	LT 1	P
Amount	Debit	C
	3.12	3.12 P
	3.12	3.12
	3.12	3.12

Trial Balance / Ledger Comparison - Work With Account Ledger

Select Find Close Form Rows Report Tools

Account 996.65019 Delivery Expense  
 Ledger Type 1 AA General Ledger  
 Ledger Type 2 AA General Ledger  
 Type/Subledger  
 From Date 09/01/2010  
 Thru Date 09/30/2010  
☒ Posted ☐ Unposted ☐ All YTD 736.54

Records 1-4

LT 1	LT 1	P
Amount	Debit	C
	8.19	8.19 P
	39.56	39.56 P
	47.75	47.75
	47.75	47.75

September 2010 Accounting and Auditing Expense for 996:  
\$76.00

Trial Balance / Ledger Comparison - Work With Account Ledger

Select ☒ Fnd ☒ Close ☒ Form ☒ Row ☒ Report ☒ Tools

Account  Accounting & Auditing Exp

Ledger Type 1  General Ledger

Ledger Type 2  General Ledger

Type/Subledger

From Date

Thru Date

☒ Posted ☐ Unposted ☐ All YTD

Records: 11

<input type="checkbox"/>	Do Ty	Doc Number	Doc Co	Gr Date	Explanation	Explanation Remark	LT 1 Amount	LT 1 Debit	P C
<input type="checkbox"/>	PV	76509	00715	02/28/2...	State of California-Dept...	DFR 109-09 Jan 2010	45.00	45.00	P
<input type="checkbox"/>	PV	76643	00715	03/31/2...	State of California-Dept...	DFR109-09-Feb 2010	157.00	157.00	P
<input type="checkbox"/>	AC	91838	00715	04/30/2...	April 2010 Accrual	State of California Department	240.00	240.00	P
<input type="checkbox"/>	AC	91838	00715	05/01/2...	April 2010 Accrual	State of California Department	240.00		P
<input type="checkbox"/>	PV	76901	00715	05/31/2...	State of California-Dept...	DFR109-09-Mar 2010	240.00	240.00	P
<input type="checkbox"/>	PV	76978	00715	05/31/2...	State of California-Dept...	DFR109-09-Apr 2010	48.00	48.00	P
<input type="checkbox"/>	PV	77166	00715	06/30/2...	State of California-Dept...	DFR109-09-May 2010	42.00	42.00	P
<input type="checkbox"/>	PV	77412	00715	07/31/2...	State of California-Dept...	DFR109-09-June 2010	22.00	22.00	P
<input type="checkbox"/>	JE	92423	00935	09/29/2...	Reclass DOF Invoices		76.00	76.00	P
<input type="checkbox"/>					Column Total		830.00	870.00	
<input type="checkbox"/>					Ledger Total		830.00	830.00	



# August 2010 Investment Pool Interest Expense for 996:

53001	68001	68003	82001	82002	82005	Month Total
9.27	.46		.54	70.42	-77.17	3.52

## Trial Balance / Ledger Comparison - Work With Account Ledger

Select Find Close Form Row Report Tools

1 2 3 4

Account 996 53001 Taxable Interest-Pool

Ledger Type 1 AA General Ledger From Date 08/01/2010

Ledger Type 2 AA General Ledger Thru Date 08/30/2010

Type/Subledger

☒ Posted ☐ Unposted ☐ All YTD 370.24

Records 1-7

	Do Ty	Doc Number	Doc Co	GL Date	Explanation	Explanation -Remark-	LT 1 Amount	LT 1 Debit	P C
<input type="checkbox"/>	CI	92412	00151	09/01/2...	0810 Bring JDE to Mkt...	Accrued Int-Pool (Reversing)	58.79	58.79	P
<input type="checkbox"/>	CI	92683	00151	09/30/2...	Pool - Inv JE's 0910	Interest Recvd - Corporate	15.84		P
<input type="checkbox"/>	CI	92683	00151	09/30/2...	Pool - Inv JE's 0910	Interest Recvd - US & Govt	16.68		P
<input type="checkbox"/>	CI	92683	00151	09/30/2...	Pool - Inv JE's 0910	Accrued Int Purch - Corp/Govt	.47	.47	P
<input type="checkbox"/>	CI	92684	00151	09/30/2...	Bring JDE to Mkt Value ...	Accrued Int-Pool (Reversing)	17.47		P
<input type="checkbox"/>					Column Total		9.27	59.26	
<input type="checkbox"/>					Ledger Total		9.27	9.27	

## Trial Balance / Ledger Comparison - Work With Account Ledger

Select Find Close Form Row Report Tools

1 2 3 4

Account 996 68001 Investment Expense

Ledger Type 1 AA General Ledger From Date 01/01/2010

Ledger Type 2 AA General Ledger Thru Date 08/30/2010

Type/Subledger

☒ Posted ☐ Unposted ☐ All YTD 3.42

Records 1-13

	Do Ty	Doc Number	Doc Co	GL Date	Explanation	Explanation -Remark-	LT 1 Amount	LT 1 Debit	P C
<input type="checkbox"/>	CI	91401	00170	01/31/2...	Allocate Jan'10 Investm...		7.68		P
<input type="checkbox"/>	CI	91522	00170	02/28/2...	Allocate Feb'10 Investm...		.07	.07	P
<input type="checkbox"/>	CI	91640	00170	03/31/2...	Allocate Mar'10 Investm...		3.94	3.94	P
<input type="checkbox"/>	CI	91783	00151	04/30/2...	Allocate Apr'10 Investm...		2.29	2.29	P
<input type="checkbox"/>	CI	91810	00151	05/31/2...	Allocate May'10 Investm...		.58	.58	P
<input type="checkbox"/>	CI	92123	00151	08/30/2...	Allocate Jun'10 Investm...		.50	.50	P
<input type="checkbox"/>	CI	92214	00151	07/31/2...	Allocate Jul'10 Investm...		1.68	1.68	P
<input type="checkbox"/>	CI	92303	00151	08/31/2...	Allocate Aug'10 Investm...		1.45	1.45	P
<input checked="" type="checkbox"/>	CI	92824	00151	08/30/2...	Allocate Sep'10 Investm...		1.46	1.46	P
<input type="checkbox"/>					Column Total		3.42	10.98	
<input type="checkbox"/>					Ledger Total		3.42	3.42	

# August 2010 Investment Pool Interest Expense for 996

## Trial Balance / Ledger Comparison - Trial Balance / Ledger Comparison

Select Find Date Row Tools

Ship to Account A

996.81001

Select / Ship To

Ledger Type 1

IAA

General Ledger

Level Of Detail

19

Period / Date

Ledger Type 2

IAA

General Ledger

LT 1 Thru Period

19

Type/Subledger

LT 2 Thru Period

19

Records 1 - 23

Account Number

Account Description

General Ledger Period Balance

General Ledger Balance

General Ledger Balance

☐

Golden State Mutual Life Ins O

☐

996.81001

Gain/Loss Sale or Reap P&E

☐

996.82000

Securities

☐

996.82001

LT Realized Gn/Ls-Pool

.54

26.78-

26.78-

☐

996.82002

ST Realized Gn/Ls-Pool

70.42

417.30-

417.30-

☐

996.82003

Inactive-Loss Sale LT Sec

☐

996.82004

Inactive-Loss Sale ST Sec

☐

996.82005

Mark to Market-Pool

77.17-

1.16-

1.16

☐

996.82006

G/L on Sale LT Non Pool Sec

☐

996.82007

G/L on Sale ST Non Pool Sec

☐

996.82008

G/L Non Pool Reap of Sec

☐

996.82008.3

ReApp Stat Deposit

☐

996.82008

G/L Non Pool Reap of Sec

☐

996.82009

Gn/Ls on Transfer to Pool

☐

996.82000

Securities

6.21-

445.25-

445.25-

☐

996.83000

Other Gains/Losses

## **EXHIBIT 4**

DAVID B. EPSTEIN  
JONATHAN M. TURNER  
LAWRENCE J. SONG  
MICHAEL R. WEISS  
GAIL E. WISE  
ROBYN L. IKIHARA  
SHIVA S. DAVOUDIAN

LAW OFFICES OF  
**EPSTEIN, TURNER & SONG**

A Professional Corporation  
777 S. Figueroa Street, Suite 4950  
Los Angeles, California 90017  
Telephone: (213) 861-7487  
Fax: (213) 861-7488

March 23, 2010

**VIA U.S. MAIL**

Chief Estate Trust Officer  
Attention: Scott Pearce  
1999 West Adams Blvd.  
Los Angeles, California 90018

**RE: Invoice #7084**  
**Golden State Mutual Life Insurance Company**

Dear Mr. Pearce:

Enclosed is our bill for fees and expenses incurred in the referenced matter through February 28, 2010. I have reviewed the bill and approve the billing statement, and have determined that it complies with the Legal Services Agreement entered into regarding this matter.

Very truly yours,



MICHAEL R. WEISS

MRW:jbh

Enclosure

G:\GRP\CASES\204-410-04\Billing\122809 Wilson - Feb 2010 Billing Cover Letter.doc

**PAID**

# Epstein, Turner & Song

777 S. Figueroa Street  
Suite 4950  
Los Angeles, CA 90017  
(213) 861-7487  
Tax ID 95-4673902

February 28, 2010

Golden State Mutual Life Insurance Company  
Scott Pearce  
Chief Estate Trust Officer  
1999 West Adams Blvd.  
Los Angeles, CA 90018

Invoice# 7084 MRW  
Our file# 204410 00004  
Billing through 02/28/2010

Golden State Mutual Life Insurance Company

**PAID**  
**30028**

Balance forward as of invoice dated January 31, 2010	\$26,256.89
Payments received since last invoice	26,256.89

Accounts receivable balance carried forward	\$0.00
---	--------

## PROFESSIONAL SERVICES

02/01/2010	MRW	Evaluate signed termination agreement and power of attorney from Beaumont landlord, prepare email to Holloway re Wilson signature	0.20 hrs.	59.00
02/01/2010	MRW	Evaluate phone message from Macklin re persons to be interviewed, review GSM response re information on persons, prepare email to Holloway requesting information	0.50 hrs.	147.50
02/01/2010	MRW	Evaluate email from Linda Theobald at Pitney Bowes re lease reduction options; calculate monthly payment amounts to match to GSM information; prepare email to Holloway and Donovan re same	1.10 hrs.	324.50
02/01/2010	MRW	Review declarations, points and authorities, notice re EEOC application	1.20 hrs.	354.00
02/01/2010	MRW	Prepare proposed order re EEOC application	0.60 hrs.	177.00
02/01/2010	MRW	Phone conference with David Wilson re evaluation of bids	0.20 hrs.	59.00
02/02/2010	MRW	Conference at GSM with landlord re parking lot issues; conference with Holloway and Wilson re bid evaluation	3.00 hrs.	885.00
02/02/2010	MRW	Prepare letter to West Adams landlord with rent	0.25 hrs.	73.75
02/02/2010	MRW	Review payment of property taxes, prepare email to West Adams landlord with proof of payment	0.20 hrs.	59.00
02/02/2010	MRW	Evaluate email from West Adams landlord re parking lot inspection, respond to same	0.10 hrs.	29.50
02/02/2010	MRW	Conference with RLI re research on	0.25 hrs.	73.75

204410	Insurance Commissioner	Invoice# 7084	Page 2
	mutualization		
02/02/2010	MRW	Evaluate email from M. Smith re continuance of status report hearing	0.10 hrs. 29.50
02/02/2010	MRW	Finalize draft of application for approval of Consent decree, prepare email to Loughlin, Hairston and Holloway	0.75 hrs. 221.25
02/02/2010	MRW	Evaluate bids, phone conference with Holloway re same	4.00 hrs. 1,180.00
02/02/2010	MRW	Evaluate emails from Donovan re information for City of Chicago	0.20 hrs. 59.00
02/02/2010	MRW	Conference with Robyn re mutualization	0.25 hrs. 73.75
02/02/2010	MRW	Review North Carolina Ins. Bid	0.50 hrs. 147.50
02/02/2010	MRW	Evaluate requirements re de-mutualization	2.20 hrs. 649.00
02/02/2010	RLI	Legal research re procedure for de-mutualization of insurance company.	1.40 hrs. 350.00
02/03/2010	MRW	Prepare letter to Beaumont landlord with Lease Amendment and rent	0.30 hrs. 88.50
02/03/2010	MRW	Conference at Golden State re evaluation of bid proposals	7.50 hrs. 2,212.50
02/03/2010	MRW	Evaluate lease amendment from Charlotte landlord	0.30 hrs. 88.50
02/04/2010	MRW	Phone conference with IA representatives re IA bid	0.90 hrs. 265.50
02/05/2010	MRW	Prepare bid selection criteria compliance and deficiencies memo for Liberty Bankers	2.50 hrs. 737.50
02/05/2010	MRW	Evaluate request for continuance documents from M. Smith re Status Report hearing	0.20 hrs. 59.00
02/07/2010	MRW	Prepare bid selection criteria compliance and deficiencies memo for North Carolina Mutual	1.30 hrs. 383.50
02/07/2010	MRW	Prepare bid selection criteria compliance and deficiencies memo for Manhattan	1.20 hrs. 354.00
02/07/2010	MRW	Prepare bid selection criteria compliance and deficiencies memo for Connecticut	0.75 hrs. 221.25
02/07/2010	MRW	Evaluate Insurance Code insolvency provisions, cases re mutualization of insolvent company	1.40 hrs. 413.00
02/08/2010	MRW	Prepare bid selection criteria compliance and deficiencies memo for IA American	0.80 hrs. 236.00
02/08/2010	MRW	Revise bid selection criteria memos	0.50 hrs. 147.50
02/08/2010	MRW	Prepare email to Holloway with bid selection criteria memos	0.20 hrs. 59.00
02/08/2010	MRW	Prepare email to Eva Ott at InSource re status of final invoice	0.20 hrs. 59.00
02/08/2010	MRW	Evaluate Invoice from E. Ott re Insource Agreement, draft release paragraph to add to Invoice	0.40 hrs. 118.00

204410	Insurance Commissioner	Invoice# 7084	Page 3
02/08/2010	MRW	Evaluate email from M. Smith re Status Report hearing; coordinate secretary re same	0.10 hrs. 29.50
02/08/2010	MRW	Prepare for DLSE hearing on R. Cartwright	0.75 hrs. 221.25
02/08/2010	MRW	Evaluate court order from M. Smith	0.10 hrs. 29.50
02/08/2010	MRW	Evaluate Second Amendment to Lease for Charlotte property; prepare email to broker re revisions	0.50 hrs. 147.50
02/08/2010	MRW	Evaluate email from Donovan re alternatives regarding the mortgage portfolio for IA's bid	0.20 hrs. 59.00
02/09/2010	MRW	Conference with J. Harrington re Labor Commissioner hearing	0.25 hrs. 73.75
02/09/2010	MRW	Leave message for D. Macklin at Chicago Human Relations re information requested from GSM	0.10 hrs. 29.50
02/09/2010	MRW	Evaluate invoice from InSource with release language, prepare email to Holloway re payment	0.25 hrs. 73.75
02/09/2010	MRW	Phone conference with Harrington re preparation for Labor Commissioner hearing	0.10 hrs. 29.50
02/09/2010	MRW	Evaluate email from Donovan re bid discrepancies in IA bid	0.10 hrs. 29.50
02/09/2010	MRW	Prepare for hearing at Oakland labor commissioner re Cartwright matter, review DLSE procedures, outline anticipated testimony	1.60 hrs. 472.00
02/09/2010	MRW	Prepare email to Holloway re EEOC settlement application	0.10 hrs. 29.50
02/09/2010	MRW	Revise Second Amendment to Lease for Charlotte property, prepare email to Holloway re same	0.25 hrs. 73.75
02/09/2010	MRW	Phone conference with Labor Commissioner Danny Gee re Childs matter	0.10 hrs. 29.50
02/10/2010	MRW	Labor Commissioner's Hearing on R. Cartwright matter in Oakland; conference with Holloway et al re IA bid	12.30 hrs. 3,628.50
02/11/2010	MRW	Phone conference with Holloway re landlord's inspection of murals	0.20 hrs. 59.00
02/11/2010	MRW	Phone conference with B. Ascher re mural inspection	0.25 hrs. 73.75
02/11/2010	MRW	Review and respond to email from Henderson re same	0.10 hrs. 29.50
02/11/2010	MRW	Evaluate collection agency agreement; conference with Holloway re same; leave message for agency re needed revisions to comply with California insurance statutes	0.40 hrs. 118.00
02/11/2010	MRW	Conference with Holloway, Pearce, Donovan and IA representatives re bid review questions;	2.70 hrs. 796.50



204410	Insurance Commissioner	Invoice# 7084	Page 4
02/11/2010	MRW	Phone conferences with landlord's representative and attorney re visual inspection of murals	0.20 hrs. 59.00
02/11/2010	MRW	Prepare email to E. Safaie re visual inspection of murals	0.10 hrs. 29.50
02/11/2010	MRW	Review and respond to emails with H. Henderson scheduling the mural visit	0.25 hrs. 73.75
02/11/2010	MRW	Evaluate email from Donovan re errors in bid criteria memos, revise, email to clients	0.40 hrs. 118.00
02/11/2010	MRW	Evaluate [REDACTED]	0.40 hrs. 118.00
02/12/2010	MRW	Conference at GSM with landlord's historical architect and conservators re murals, [REDACTED]	3.75 hrs. 1,106.25
02/12/2010	MRW	Phone conferece with Holloway re mural inspection	0.10 hrs. 29.50
02/12/2010	MRW	Review and respond to email from Donovan re sale of 2706 property	0.10 hrs. 29.50
02/14/2010	MRW	Prepare letter to OneSource with final invoice payment	0.30 hrs. 88.50
02/14/2010	MRW	Further revise Charlotte rent agreement	0.40 hrs. 118.00
02/15/2010	MRW	Phone conference with C. Mulhollin re collection agreement	0.20 hrs. 59.00
02/15/2010	MRW	Evaluate email from Peter Kane and sale agreement for Long Beach property; prepare email to Kane re CAR agreement	0.50 hrs. 147.50
02/15/2010	MRW	Legal Research re Commissioner's subpoena power re [REDACTED]	0.70 hrs. 206.50
02/16/2010	MRW	Evaluate and revise CAR sale agreement for Long Beach property	0.70 hrs. 206.50
02/16/2010	MRW	Phone conference with C. Mulhollin re collection agreement	0.10 hrs. 29.50
02/16/2010	MRW	Review and revise collection agreement	0.60 hrs. 177.00
02/16/2010	MRW	Phone conference with P. Kane's office re purchase agreement	0.10 hrs. 29.50
02/16/2010	MRW	Phone conference with Donovan re same	0.10 hrs. 29.50
02/16/2010	MRW	Phone conference with J. Winter re continuance request	0.10 hrs. 29.50
02/16/2010	MRW	Phone conference with E. Safaie re film crew in the parking lot; phone conference with Holloway re same	0.40 hrs. 118.00
02/16/2010	MRW	Prepare email to C. Mulhollin with revised collection agreement; prepare comparison version of revised agreement	0.30 hrs. 88.50
02/17/2010	MRW	Review and revise purchase agreement for Long Beach property; emails to Donovan and Jackson; phone conference with same re	1.20 hrs. 354.00

204410	Insurance Commissioner	Invoice# 7084	Page 5
		revised agreement	
02/17/2010	MRW	Phone conference with D. Macklin at City of Chicago re settlement offer, prepare email to Holloway re same	0.20 hrs. 59.00
02/17/2010	MRW	Prepare email to Holloway with EEOC settlement application; prepare email to EEOC attorney and Hairston re signing settlement agreement	0.30 hrs. 88.50
02/18/2010	MRW	Prepare email to Holloway with Charlotte Lease amendment	0.10 hrs. 29.50
02/18/2010	MRW	Review and respond to Donovan's questions on EEOC settlement	0.10 hrs. 29.50
02/18/2010	MRW	Review and respond to several emails from EEOC attorney re settlement	0.25 hrs. 73.75
02/18/2010	MRW	Review approval from Wexford of collection agreement, prepare email to Holloway with revised agreement	0.20 hrs. 59.00
02/18/2010	MRW	Phone conference with Holloway re retirement issue	0.30 hrs. 88.50
02/18/2010	MRW	Phone conferences with Donovan re EEOC settlement; review and respond to emails re same	0.25 hrs. 73.75
02/18/2010	MRW	Phone conference with Wilson, Holloway and IA representatives re bid	1.00 hrs. 295.00
02/19/2010	MRW	Prepare email to Wexford re signed collection agreement	0.20 hrs. 59.00
02/19/2010	MRW	Prepare email to Charlotte landlord re signed second amendment to lease	0.20 hrs. 59.00
02/19/2010	MRW	Evaluate emails from P. Kane's office re 2706 property	0.20 hrs. 59.00
02/21/2010	MRW	Evaluate email re opening escrow, signed purchase document, trust deed	0.20 hrs. 59.00
02/21/2010	MRW	Evaluate Holloway bid recommendation memo	0.30 hrs. 88.50
02/21/2010	MRW	Further prepare application to approve EEOC agreement	0.40 hrs. 118.00
02/22/2010	MRW	Phone conference with Hairston re settlement document	0.10 hrs. 29.50
02/22/2010	MRW	Evaluate emails from clients re bid recommendation	0.20 hrs. 59.00
02/22/2010	MRW	Finalize motion for order approving EEOC settlement; compile exhibits, finalize service list	1.50 hrs. 442.50
02/22/2010	MRW	Phone conferences with Marta Smith re EEOC settlement, finalizing documents	0.30 hrs. 88.50
02/22/2010	MRW	Phone conference with Holloway re bid recommendation, assets to remain after purchase, evaluate assumption estimates	0.30 hrs. 88.50

204410	Insurance Commissioner	Invoice# 7084	Page 6
02/22/2010	MRW	Evaluate email from Charlotte broker re signature page, prepare email to Holloway re same	0.10 hrs. 29.50
02/23/2010	MRW	Review insurance code reinsurance plan approval requirements	0.50 hrs. 147.50
02/23/2010	MRW	Phone conference with D. Wilson, Holloway, et al re procedures for approval of reinsurance plan, reinsurance agreement, servicing plan	0.80 hrs. 236.00
02/23/2010	MRW	Phone conference with Robert Nunnally re same	0.70 hrs. 206.50
02/23/2010	MRW	Phone conference with Marta Smith	0.20 hrs. 59.00
02/23/2010	MRW	Phone conference with M. Jackson re approval of 2706 sale agreement	0.10 hrs. 29.50
02/23/2010	MRW	Evaluate emails with Holloway, Pearce re employment issues	0.10 hrs. 29.50
02/23/2010	MRW	Prepare letter of intent	2.75 hrs. 811.25
02/23/2010	MRW	Evaluate revised IA proposal documents	0.20 hrs. 59.00
02/23/2010	MRW	Prepare emails to Robert Nunnally re IA proposal	0.20 hrs. 59.00
02/23/2010	MRW	Review and respond to email from J. Harrington re Cartwright matter	0.10 hrs. 29.50
02/23/2010	MRW	Further prepare and revise letter of intent, email to Nunnally	1.00 hrs. 295.00
02/23/2010	MRW	Phone conference with Joshua re murals	0.20 hrs. 59.00
02/24/2010	MRW	Review Nunnally's revisions to letter of intent, incorporate revisions and further revise, send to Nunnally	0.75 hrs. 221.25
02/24/2010	MRW	Finalize letter of intent and email to clients	0.60 hrs. 177.00
02/24/2010	MRW	Evaluate emails from Hom and Joyce re reinsurance agreements and approvals	0.20 hrs. 59.00
02/24/2010	MRW	Review filed documents re EEOC approval	0.20 hrs. 59.00
02/24/2010	MRW	Evaluate email from Pearce re confidentiality	0.10 hrs. 29.50
02/24/2010	MRW	Review reinsurance regulations from Joyce	0.50 hrs. 147.50
02/24/2010	MRW	Phone conference with Nunnally re letter of intent, rehabilitation agreements	0.20 hrs. 59.00
02/24/2010	MRW	Review rehabilitation agreements and documents from Nunnally re Golden Eagle plan and Pacific Standard plan and documents	4.00 hrs. 1,180.00
02/25/2010	JMT	Review case developments re asset sale and layoffs; preliminary evaluation of WARN compliance and ERISA issues	0.40 hrs. 118.00
02/25/2010	MRW	Phone conference with Wilson, et al re next steps in bid selection confirmation process, letter of intent	0.60 hrs. 177.00
02/25/2010	MRW	Evaluate retirement plan issues; advice to employees	2.00 hrs. 590.00
02/25/2010	MRW	Evaluate claim priority of retirement plan	3.00 hrs. 885.00

		obligation; research bankruptcy priority		
02/25/2010	MRW	Conference with JMT re plan obligations and advice to employees	0.75 hrs.	221.25
02/25/2010	MRW	Phone conference with Nunnally re rehab plan	0.75 hrs.	221.25
02/25/2010	MRW	Phone conference with O'Laughlin re retirement plan	0.75 hrs.	221.25
02/25/2010	MRW	Phone conference with Wilson re advice to employees re retirement plan	0.50 hrs.	147.50
02/25/2010	MRW	Evaluate emails from Pearce and Hom re statutory deposits	0.20 hrs.	59.00
02/26/2010	MRW	Prepare assumption reinsurance agreement	6.20 hrs.	1,829.00
02/26/2010	MRW	Phone conference with Nunnally re agreements	1.50 hrs.	442.50
02/26/2010	MRW	Evaluate email from Hom re statutory deposit, evaluate for incorporation into assumption agreement	0.25 hrs.	73.75
02/26/2010	MRW	Further prepare draft of assumption reinsurance agreement	6.75 hrs.	1,991.25
02/26/2010	MRW	Evaluate rehabilitation agreement and plan	0.75 hrs.	221.25
02/26/2010	MRW	Further revise and prepare draft of assumption reinsurance agreement	1.50 hrs.	442.50
02/26/2010	MRW	Revise and prepare rehabilitation agreement	4.50 hrs.	1,327.50
02/26/2010	MRW	Draft application for rehabilitation	0.50 hrs.	147.50
				\$34,717.50

EXPENSES

01/27/2010	Attorney service (Golden State Mutual)	36.58
01/28/2010	Federal Express (Dept. of Industrial Relations)	21.79
01/28/2010	Federal Express (Dudley Ventures)	19.83
02/02/2010	Federal Express (Dudley Ventures)	19.73
02/02/2010	Mileage (15 miles @ .44/mile)	6.60
02/03/2010	Mileage (15 miles @ .44/mile)	6.60
02/04/2010	Federal Express (Allen Levine Family Trust)	16.27
02/10/2010	Mileage (50 miles @ .44/mile)	22.00

204410 Insurance Commissioner

Invoice# 7084

Page 8

02/10/2010	Parking	23.93
02/10/2010	Airfare	337.40
02/11/2010	Mileage (20 miles @ .44/mile)	8.80
02/22/2010	Federal Express (Deputy Attorney General)	15.75
02/28/2010	Photocopy (990 pages @ .10/page)	99.00
02/28/2010	Westlaw	138.23
02/28/2010	Postage	1.75
02/28/2010	Lexis	132.50
		\$906.76

JMT	0.40	295.00	\$118.00
MRW	116.10	295.00	\$34,249.50
RL	1.40	250.00	\$350.00

Billing Summary

Total professional services

\$34,717.50

Total expenses incurred

\$906.76

Total of new charges for this invoice

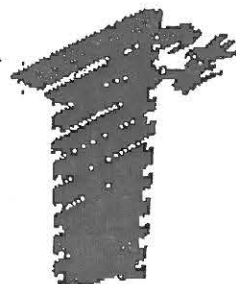
\$35,624.26

Total balance now due

\$35,624.26

**PAID**  
80078

OK to pay  
Jett  
3/25/10



# First Legal Support Services

Los Angeles	(213) 250-1111	• Fax (213) 250-1197
Direct line to legal	(213) 250-9111	• Fax (213) 250-1197
Los Angeles (West)	(310) 277-9111	• Fax (310) 277-9153
Direct line to legal	(310) 277-7101	• Fax (310) 277-9153
Inland Empire	(951) 779-1110	• Fax (951) 779-0100
San Diego	(619) 231-9111	• Fax (619) 231-1361
San Francisco	(415) 626-3111	• Fax (415) 626-1331
Santa Ana	(714) 541-1110	• Fax (714) 541-8182
Sacramento	(619) 444-5111	• Fax (916) 443-3111

MESSENGER FORM FOR MESSENGER USE ONLY		DATE: 1/27/10	CTL #: 4549769	
CHARGE TO: Epstein, Turner & Song, P.C. 777 S. Figueroa St., Suite 4950 Los Angeles, California 90017 (213) 861-7487		AUTHORIZATION / REQUESTED BY MRW/MEB, Ext. 113		
		CHARGE REFERENCE 204-410-04		
PICK UP FROM: Above  TO SEE: Laura Estrom PHONE: Above	DELIVER TO:  1999 W. Adams Blvd. Los Angeles, CA 90018 TO SEE: Joe Holloway PHONE: (323) 731-8271			
<input type="checkbox"/> SPECIAL <input checked="" type="checkbox"/> REGULAR (3 to 4 Hours) <input checked="" type="checkbox"/> RETURN <input type="checkbox"/> ASAP (1 Hour) <input type="checkbox"/> NEXT DAY (By _____) <input type="checkbox"/> NIGHT / WEEKEND SERVICE <input type="checkbox"/> RUSH (1 to 2 Hours)		Pieces Weight P/U Time		
SPECIAL INSTRUCTIONS <div style="text-align: right; border: 1px solid black; border-radius: 50%; padding: 5px; display: inline-block;">36.58</div>				
LEGIBLE SIGNATURE	DEL TIME	DRIVER	CHECK NO.	AMOUNT
		1	1	1
		2	2	2

LIABILITY FOR LOSS OR DAMAGE TO ITEMS LIMITED TO \$250.00

MEMBER FIRM - CALIFORNIA ASSOCIATION OF PHOTOCOPIERS AND PROCESS SERVERS  
NATIONAL ASSOCIATION OF PROFESSIONAL PROCESS SERVICES

# **FedEx** Shipment Receipt

## Address Information

### Ship to:

Donna Kilmartin  
Department of Industrial  
Relations  
1515 CLAY ST STE 801

### Ship from:

Michael R. Weiss  
Epstein, Turner & Song, P.C.  
777 S. Figueroa Street, Suite  
4950

OAKLAND, CA  
94612-1463  
US  
000-000-0000

Los Angeles, CA  
90017  
US  
2138617487

## Shipping Information

Tracking number: 793224011820  
Ship date: 01/28/2010  
Estimated shipping charges: 21.79

## Package Information

Service type: Priority Overnight  
Package type: FedEx Envelope  
Number of packages: 1  
Total weight: 1LBS  
Declared value: 0.00USD  
Special Services:  
Pickup/Drop-off: Use an already scheduled pickup at my location

## Billing Information

Bill transportation to: Sender  
Your reference: 204-410-04  
P.O. no.:  
Invoice no.:  
Department no.:

Thank you for shipping online with FedEx ShipManager at [fedex.com](http://fedex.com).

## Please Note

FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$500, e.g., jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits; Consult the applicable FedEx Service Guide for details.  
The estimated shipping charge may be different than the actual charges for your shipment. Differences may occur based on actual weight, dimensions, and other factors. Consult the applicable FedEx Service Guide or the FedEx Rate Sheets for details on how shipping charges are calculated.





[Español](#) | [Customer Support](#) | [FedEx Locations](#) | [Search](#)

[Go](#)

[Package/Envelope](#) | [Freight](#) | [Expedited](#) | [Office/Print Services](#) \*  
[Ship](#) > | [Track](#) > | [Manage](#) > | [Business Solutions](#) >

## FedEx Ship Manager®

[Logout](#)

[Help](#)

[Prepare Shipment](#) | [Ship History](#) | [My Lists](#) | [Reports](#) | [My Profile](#)

### Your Shipment Details

<b>From:</b>	MICHAEL R. WEISS EPSTEIN, TURNER & SONG, P.C. 777 S FIGUEROA ST STE 4950 LOS ANGELES, CA 90017 US 2138617487	<b>Package type:</b>	FedEx Envelope
		<b>Pickup/Drop Off:</b>	Use an already scheduled pickup at my location
		<b>Weight:</b>	0.20 LBS
		<b>Declared value:</b>	0.00 USD
		<b>Shipper account number:</b>	226051538
		<b>Bill transportation to:</b>	226051538
		<b>Courtesy rate quote:*</b>	19.83
<b>To:</b>	DENICE MARTINEZ DUDLEY VENTURES 22 E JACKSON ST PHOENIX, AZ 850042442 US 6027595323	<b>List rates:</b>	
		<b>Effective net discount:</b>	
		<b>Discounted variable %</b>	
		<b>Special services:</b>	
		<b>Shipment Purpose:</b>	
		<b>Shipment type:</b>	Express
		<b>Commercial/Residential Status:</b>	Commercial
<b>Tracking no:</b>	798344054543		
<b>Your reference:</b>	204-410-04		
<b>Ship date:</b>	01/28/2010		
<b>Service type:</b>	Standard Overnight		

[Return to History](#)

#### Please note :

\* The courtesy rate shown here may be different than the actual charges for your shipment. Differences may occur based on actual weight, dimensions, and other factors. Consult the applicable [FedEx Service Guide](#) or the FedEx Rate Sheets for details on how shipping charges are calculated.

FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$500, e.g., jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits; Consult the applicable FedEx Service Guide for details.

[Global Home](#) | [Small Business Center](#) | [Service Info](#) | [About FedEx](#) | [Investor Relations](#) | [Careers](#) | [fedex.com Terms of Use](#) | [Security & Privacy](#) | [Site Map](#) |  
This site is protected by copyright and trademark laws under US and International law. All rights reserved. © 1995-2010 FedEx



[Español](#) | [Customer Support](#) | [FedEx Locations](#) | [Search](#)

[Go](#)

[Package/Envelope](#) | [Freight](#) | [Expedited](#) | [Office/Print Services](#) | [Business Solutions](#)

[Ship](#) | [Track](#) | [Manage](#)

## FedEx Ship Manager®

[Logout](#)

[Help](#)

[Prepare Shipment](#) | [Ship History](#) | [My Lists](#) | [Reports](#) | [My Profile](#)

### Your Shipment Details

<b>From:</b>	MICHAEL R. WEISS EPSTEIN, TURNER & SONG, P.C. 777 S FIGUEROA ST STE 4950 LOS ANGELES, CA 90017 US 2138617487	<b>Package type:</b>	FedEx Envelope
		<b>Pickup/Drop Off:</b>	Use an already scheduled pickup at my location
		<b>Weight:</b>	0.30 LBS
		<b>Declared value:</b>	0.00 USD
		<b>Shipper account number:</b>	226051538
		<b>Bill transportation to:</b>	226051538
		<b>Courtesy rate quote:*</b>	19.73
<b>To:</b>	DENICE MARTINEZ DUDLEY VENTURES 22 E JACKSON ST PHOENIX, AZ 850042442 US 6027595323	<b>List rates:</b>	
		<b>Effective net discount:</b>	
		<b>Discounted variable %</b>	
		<b>Special services:</b>	
		<b>Shipment Purpose:</b>	
		<b>Shipment type:</b>	Express
		<b>Commercial/Residential Status:</b>	Commercial
<b>Tracking no:</b>	798355627830		
<b>Your reference:</b>	204-410-04		
<b>Ship date:</b>	02/02/2010		
<b>Service type:</b>	Standard Overnight		

[Return to History](#)

#### Please note :

\* The courtesy rate shown here may be different than the actual charges for your shipment. Differences may occur based on actual weight, dimensions, and other factors. Consult the applicable [FedEx Service Guide](#) or the FedEx Rate Sheets for details on how shipping charges are calculated.

FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$500, e.g., jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits; Consult the applicable FedEx Service Guide for details.

[Global Home](#) | [Small Business Center](#) | [Service Info](#) | [About FedEx](#) | [Investor Relations](#) | [Careers](#) | [fedex.com Terms of Use](#) | [Security & Privacy](#) | [Site Map](#) |  
This site is protected by copyright and trademark laws under US and International law. All rights reserved. © 1995-2010 FedEx



[Español](#) | [Customer Support](#) | [FedEx Locations](#) | [Search](#)

[Go](#)

[Package/Envelope](#)

[Freight](#)

[Expedited](#)

[Office/Print Services \\*](#)

[Ship >](#)

[Track >](#)

[Manage >](#)

[Business Solutions >](#)

## FedEx Ship Manager®

[Logout](#)

[Help](#)

[Prepare Shipment](#)

[Ship History](#)

[My Lists](#)

[Reports](#)

[My Profile](#)

### Your Shipment Details

<b>From:</b>	MICHAEL R. WEISS EPSTEIN, TURNER & SONG, P.C. 777 S FIGUEROA ST STE 4950 LOS ANGELES, CA 90017 US 2138617487	<b>Package type:</b>	FedEx Envelope
		<b>Pickup/Drop Off:</b>	Use an already scheduled pickup at my location
		<b>Weight:</b>	0.30 LBS
		<b>Declared value:</b>	0.00 USD
		<b>Shipper account number:</b>	226051538
		<b>Bill transportation to:</b>	226051538
		<b>Courtesy rate quote:*</b>	16.27
<b>To:</b>	ATTN: ALLEN L. LEVINE ALLEN LEVINE FAMILY TRUST 5460 WHITE OAK AVE UNIT A330 ENCINO, CA 913162407 US 8187887675	<b>List rates:</b>	
		<b>Effective net discount:</b>	
		<b>Discounted variable %</b>	
		<b>Special services:</b>	Residential delivery
		<b>Shipment Purpose:</b>	
		<b>Shipment type:</b>	Express
		<b>Commercial/Residential Status:</b>	Residential
<b>Tracking no:</b>	788363763255		
<b>Your reference:</b>	204-410-04		
<b>Ship date:</b>	02/04/2010		
<b>Service type:</b>	Standard Overnight		

[Return to History](#)

#### Please note :

\* The courtesy rate shown here may be different than the actual charges for your shipment. Differences may occur based on actual weight, dimensions, and other factors. Consult the applicable [FedEx Service Guide](#) or the FedEx Rate Sheets for details on how shipping charges are calculated.

FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$500, e.g., jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits; Consult the applicable FedEx Service Guide for details.

Judith Hering

From: mrw@etslaw.com  
 Sent: Tuesday, March 02, 2010 5:53 PM  
 To: Judith Hering  
 Subject: Fw: Ticketless Confirmation - WEISS/MICHAEL RICHARD - QDK9TU  
 Sent from my Verizon Wireless BlackBerry

From: "Southwest Airlines" <SouthwestAirlines@luv.southwest.com>  
 Date: Mon, 8 Feb 2010 13:52:15 -0800  
 To: <MRW@ETSLAW.COM>  
 Subject: Ticketless Confirmation - WEISS/MICHAEL RICHARD - QDK9TU



Receipt and Itinerary as of 02/08/10 3:52 PM

**Confirmation Number**  
**QDK9TU**



Confirmation Date: 02/08/10  
 Received: MICHAEL WEISS BY ICBM

Be prepared when you get there!  
 Consult Travel Guide for relevant  
 tips from real travelers.

**Passenger Information**

Passenger Name	Account Number	Ticket#	Expiration <sup>1</sup>
WEISS/MICHAEL RICHARD	[REDACTED]	5262180893139	02/08/11

<sup>1</sup> All travel involving funds from this Confirmation Number must be completed by the expiration date.

**Itinerary**

**Depart: LOS ANGELES INTL to OAKLAND CA ( Travel Time: 1 hrs 25 mins )**

Date	Flight	Routing Details
Wed Feb 10	# 0422	Depart LOS ANGELES INTL (LAX) at 7:00 AM Arrive in OAKLAND CA (OAK) at 8:25 AM

**Return: OAKLAND CA to LOS ANGELES INTL ( Travel Time: 1 hrs 20 mins )**

Date	Flight	Routing Details
Wed Feb 10	# 1803	Depart OAKLAND CA (OAK) at 4:00 PM Arrive in LOS ANGELES INTL (LAX) at 5:20 PM

**Cost and Payment Summary**

Base Fare	\$293.96
+ Excise Taxes	\$22.04
<b>Advertised Fare</b>	<b>\$316.00</b>
+ Segment Fee	\$7.40
+ Passenger Facility Fee	\$9.00
+ Security Fee <sup>1</sup>	\$5.00
<b>Total Payment:</b>	<b>\$337.40</b>

3/2/2010

# **FedEx**® Shipment Receipt

## **Address Information**

### **Ship to:**

Marta L. Smith  
Deputy Attorney General  
300 S SPRING ST STE  
1702

### **Ship from:**

Michael R. Weiss  
Epstein, Turner & Song, P.C.  
777 S. Figueroa Street, Suite  
4950

LOS ANGELES, CA  
90013-1256  
US  
(213) 897-2483

Los Angeles, CA  
90017  
US  
2138617487

## **Shipping Information**

Tracking number: 798413359753

Ship date: 02/22/2010

Estimated shipping charges: 15.75

## **Package Information**

Service type: Priority Overnight

Package type: FedEx Envelope

Number of packages: 1

Total weight: 1LBS

Declared value: 0.00USD

Special Services:

Pickup/Drop-off: Use an already scheduled pickup at my location

## **Billing Information**

Bill transportation to: Sender

Your reference: 204-410-04

P.O. no.:

Invoice no.:

Department no.:

Thank you for shipping online with FedEx ShipManager at [fedex.com](http://fedex.com).

## **Please Note**

FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$500, e.g., jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits. Consult the applicable FedEx Service Guide for details.

The estimated shipping charge may be different than the actual charges for your shipment. Differences may occur based on actual weight, dimensions, and other factors. Consult the applicable FedEx Service Guide or the FedEx Rate Sheets for details on how shipping charges are calculated.

---

Enter An Invoice Number:  
Usage period: 02/01/2010 - 02/28/2010

Law Firm  
EPSTEIN TURNER & SONG  
LOS ANGELES, CA 90017

Client  
Client ID:204-410-04  
Enter a Client Name:  
Enter Address1:  
Enter Address2:  
City, State ZIP

**Westlaw Research Charges through 02/28/2010**

<u>Included Legal Research</u>		<u>Standard Charge</u>	<u>Client Charge</u>
2/2/2010	Westlaw Legal Research	\$700.50	\$35.69
2/3/2010	Westlaw Legal Research	\$547.50	\$27.89
2/7/2010	Westlaw Legal Research	\$350.00	\$17.83
2/8/2010	Westlaw Legal Research	\$100.00	\$5.09
2/15/2010	Westlaw Legal Research	\$161.16	\$8.21
2/23/2010	Westlaw Legal Research	\$394.48	\$20.10
2/25/2010	Westlaw Legal Research	\$459.60	\$23.42

Sub-total Included Charges	\$138.23
----------------------------	----------

Excluded Legal Research

	<u>Client Charge</u>
Sub-total Excluded Charges	\$0.00

Sub-total research Charges	\$138.23
----------------------------	----------

Tax Charge	\$0.00
------------	--------

Total Client Charge	\$138.23
---------------------	----------

---

Hey Murph, here's Wilson's. I'll be sure to get you in the front of this from now on. I just got Nunnally's bill.

3/30/2010

**CONFIDENTIALITY NOTICE**

This message and any attachments are from the Conservation & Liquidation Office and are intended only for the addressee. Information contained herein is confidential, and may be privileged or exempt from disclosure pursuant to applicable federal or state law. This message is not intended as a waiver of the confidential, privileged or exempted status of the information transmitted. Unauthorized forwarding, printing, copying, distribution or use of such information is strictly prohibited and may be unlawful. If you are not the addressee, please promptly delete this message and notify the sender of the delivery error by e-mail or by calling the Conservation & Liquidation Office at (415)676-5000.



DAVID B. EPSTEIN  
JONATHAN M. TURNER  
LAWRENCE J. SONG  
MICHAEL R. WEISS  
GAIL E. WISE  
ROBYN L. IKBHARA  
SHIVA S. DAVOUDIAN

LAW OFFICES OF  
**EPSTEIN, TURNER & SONG**

A Professional Corporation  
777 S. Figueroa Street, Suite 4950  
Los Angeles, California 90017  
Telephone: (213) 861-7487  
Fax: (213) 861-7488

April 30, 2010

**VIA U.S. MAIL**

Chief Estate Trust Officer  
Attention: Scott Pearce  
1999 West Adams Blvd.  
Los Angeles, California 90018

**RE: Invoice #7136  
Golden State Mutual Life Insurance Company**

Dear Mr. Pearce:

Enclosed is our bill for fees and expenses incurred in the referenced matter through March 31, 2010. I have reviewed the bill and approve the billing statement, and have determined that it complies with the Legal Services Agreement entered into regarding this matter.

**PAID**  
**80444**

Very truly yours,



MICHAEL R. WEISS

MRW:jbh

Enclosure

G:\GRP\CASES\204-410-04\Billing\122809 Wilson - Mar 2010 Billing Cover Letter.doc

# Epstein, Turner & Song

777 S. Figueroa Street  
Suite 4950  
Los Angeles, CA 90017  
(213) 861-7487  
Tax ID 95-4673902

March 31, 2010

Golden State Mutual Life Insurance Company  
Scott Pearce  
Chief Estate Trust Officer  
1999 West Adams Blvd.  
Los Angeles, CA 90018

Invoice# 7136 MRW  
Our file# 204410 00004  
Billing through 03/31/2010

Golden State Mutual Life Insurance Company

Balance forward as of invoice dated February 28, 2010 \$35,624.26  
Payments received since last invoice 35,624.26

Accounts receivable balance carried forward \$0.00

## PROFESSIONAL SERVICES

03/01/2010	JMT	Review pertinent portions of pension plan to evaluate impact of merger, sale and early retirement options	1.00 hrs.	295.00
03/01/2010	MRW	Revise assumption and rehabilitation agreements; incorporate revisions from Nunnally; email to clients	3.00 hrs.	885.00
03/01/2010	MRW	Phone conference with Nunnally re revisions to agreements	0.50 hrs.	147.50
03/01/2010	MRW	Evaluate draft court order re rehabilitation plan from Nunnally	0.50 hrs.	147.50
03/01/2010	MRW	Prepare court application for approval of agreements and plan	6.10 hrs.	1,799.50
03/01/2010	MRW	Evaluate emails from M. Smith re changes to agreements, incorporate changes	0.60 hrs.	177.00
03/01/2010	MRW	Evaluate emails and documents from Donovan re GSM matters, email from Peter Kane; respond to Donovan emails	0.20 hrs.	59.00
03/02/2010	JMT	Memo to MRW re retirement plan	0.40 hrs.	118.00
03/02/2010	MRW	Evaluate email from Wilson re effective date	0.10 hrs.	29.50
03/02/2010	MRW	Revise agreements re effective date and service agreement references	0.50 hrs.	147.50
03/02/2010	MRW	Evaluate email from Donovan with revisions to agreements	0.30 hrs.	88.50
03/02/2010	MRW	Further prepare application for court approval, evaluate insurance code and cases re authority for rehab plans, legal research re same	5.90 hrs.	1,740.50
03/02/2010	MRW	Evaluate spreadsheets re asset transfers from Jennifer Murphy	0.30 hrs.	88.50

204410	Insurance Commissioner	Invoice# 7136	Page 2
03/02/2010	MRW	Phone conference with Nunnally re Todd's revisions to agreements, asset schedules, claims	0.75 hrs. 221.25
03/03/2010	MRW	Review retirement plan documents in prep for PBGC meeting	0.50 hrs. 147.50
03/03/2010	MRW	Phone conference with PBGC representatives	0.60 hrs. 177.00
03/03/2010	MRW	Phone conference with Scott, Todd and Jennifer re Pension Plan	0.50 hrs. 147.50
03/03/2010	MRW	Phone conference with Joe re same	0.20 hrs. 59.00
03/03/2010	MRW	Revise agreements with Todd's revisions, add revisions re waiver of claims, bid deposit, claim priority	2.25 hrs. 663.75
03/03/2010	MRW	Further prepare court application	1.20 hrs. 354.00
03/03/2010	MRW	Phone conference with clients re agreements	1.00 hrs. 295.00
03/03/2010	MRW	Phone conference with Nunnally re strategy on agreements	0.60 hrs. 177.00
03/03/2010	MRW	Prepare supplement to Conservator's status conference report	2.80 hrs. 826.00
03/04/2010	MRW	Phone conference with Darnell Macklin re Belcher claim	0.25 hrs. 73.75
03/04/2010	MRW	Further prepare and revise status report supplement	0.75 hrs. 221.25
03/04/2010	MRW	Phone conference with S. Pearce re health coverage	0.10 hrs. 29.50
03/04/2010	MRW	Further revise rehabilitation and reinsurance agreements	3.00 hrs. 885.00
03/04/2010	MRW	Phone conference with Nunnally re revising agreements; further prepare agreements and email to Nunnally	1.20 hrs. 354.00
03/04/2010	MRW	Evaluate emails from clients, M. Smith re revisions to status report supplement; revise report	0.50 hrs. 147.50
03/04/2010	MRW	Phone conference with clients re revisions to status report supplement; further revise report and email to Marta Smith	1.25 hrs. 368.75
03/04/2010	MRW	Review and revise agreements after Nunnally's revisions; email to clients	1.00 hrs. 295.00
03/05/2010	MRW	Phone conferences with D. Macklin at City of Chicago re Belcher and Grady claims, evaluate letter from Macklin re documents required; phone conference with Holloway re status of investigation	0.40 hrs. 118.00
03/05/2010	MRW	Review assumption agreement revisions from Nunnally	0.25 hrs. 73.75
03/05/2010	MRW	Draft intro and facts for court application	2.40 hrs. 708.00
03/05/2010	MRW	Phone conference with Nunnally re status of agreements	0.20 hrs. 59.00

204410	Insurance Commissioner	Invoice# 7136	Page 3
03/05/2010	MRW	Prepare email to clients re same	0.10 hrs. 29.50
03/05/2010	MRW	Brief review of agreement and email from Joshua Solomon	0.25 hrs. 73.75
03/07/2010	MRW	Revise draft of court application for rehabilitation plan approval, fact background, key components of plan, requested orders, conservator's recommendation and grounds	5.50 hrs. 1,622.50
03/07/2010	MRW	Evaluate emails from clients re rehab agreements	0.20 hrs. 59.00
03/08/2010	MRW	Evaluate emails from Donovan re agenda for meeting with IA American	0.20 hrs. 59.00
03/08/2010	MRW	Revise agreements to incorporate D. Wilson's revisions	0.25 hrs. 73.75
03/08/2010	MRW	Finalize agreements for sending to IA American; prepare email to IA American counsel Greg Morris	0.60 hrs. 177.00
03/08/2010	MRW	Evaluate [REDACTED] [REDACTED] [REDACTED]	0.60 hrs. 177.00
03/08/2010	MRW	Evaluate Investigative Order	0.20 hrs. 59.00
03/08/2010	MRW	Prepare letter to D. Macklin at city of Chicago re response to Investigative Order	0.25 hrs. 73.75
03/09/2010	MRW	Phone conference with [REDACTED] prepare email to clients re same	0.50 hrs. 147.50
03/09/2010	MRW	Evaluate [REDACTED] [REDACTED] [REDACTED] [REDACTED]	1.50 hrs. 442.50
03/09/2010	MRW	Phone conference DLSE in Oakland re status of hearing decision	0.20 hrs. 59.00
03/09/2010	MRW	Prepare email to clients re same	0.10 hrs. 29.50
03/09/2010	MRW	Review and respond to email re status report	0.10 hrs. 29.50
03/09/2010	MRW	Coordinate secretary re [REDACTED]	0.20 hrs. 59.00
03/09/2010	MRW	Phone conference with clients and IA	0.80 hrs. 236.00
03/09/2010	MRW	Evaluate email from Nunnally re info on Greg Morris, evaluate bio on Morris	0.25 hrs. 73.75
03/09/2010	MRW	Prepare email to Marta Smith re Supplement to Status Report, review filed report	0.20 hrs. 59.00
03/09/2010	MRW	Phone conference with Pearce and Donovan re 2706 Long Beach property	0.40 hrs. 118.00
03/09/2010	MRW	Prepare email to clients with status report documents, email to M. Smith re preparation for hearing	0.20 hrs. 59.00
03/09/2010	MRW	Evaluate emails and letter re request for extension on sale of Long Beach property	0.25 hrs. 73.75
03/09/2010	MRW	Prepare email to M. Smith re preparation for status report hearing, prepare email to D.	0.20 hrs. 59.00

Wilson re same

03/09/2010	MRW	Review and respond to email from Donovan re information needed for City of Chicago investigation	0.20 hrs.	59.00
03/09/2010	MRW	Prepare email to Donovan re scheduling conference call on Status Report	0.10 hrs.	29.50
03/09/2010	MRW	Further review and revise court application for rehabilitaton plan, email to Nunnally	1.90 hrs.	560.50
03/09/2010	MRW	Evaluate and compile documents for production in response to City of Chicago Investigative Order, prepare letter to D. Macklin with City of Chicago	1.00 hrs.	295.00
03/10/2010	MRW	Evaluate home office lease option deadlines, prepare email to Scott re same	0.40 hrs.	118.00
03/10/2010	MRW	Phone conference with Pearce re LA Police investigation	0.20 hrs.	59.00
03/10/2010	MRW	Prepare calendar re upcoming deadlines for GSM	1.00 hrs.	295.00
03/10/2010	MRW	Prepare email to clients re Grady complaint with City of Chicago dismissed	0.20 hrs.	59.00
03/10/2010	MRW	Review revisions from Nunnally for court application	0.25 hrs.	73.75
03/10/2010	MRW	Phone conferences with LAPD re fraud investigation	0.50 hrs.	147.50
03/10/2010	MRW	Evaluate Chicago employee list from Harrington	0.20 hrs.	59.00
03/10/2010	MRW	Evaluate emails from Donovan re 2706 property	0.10 hrs.	29.50
03/10/2010	MRW	Phone conference with Det. Cortez re fraud investigation	0.20 hrs.	59.00
03/10/2010	JES	Redaction of privileged information for documents for production to opposition	1.25 hrs.	187.50
03/11/2010	MRW	Further prepare letter to D. Macklin re City of Chicago Investigative Order	0.25 hrs.	73.75
03/11/2010	MRW	Evaluate investigation documents, email to R. Coleman	0.50 hrs.	147.50
03/11/2010	MRW	Prep for conference call with D. Wilson re status report	0.50 hrs.	147.50
03/11/2010	MRW	Conference call with D. Wilson and M. Smith re status report prep	0.80 hrs.	236.00
03/11/2010	MRW	Revise Court Application to include revisions from Nunnally	0.90 hrs.	265.50
03/11/2010	MRW	Evaluate To Do list on Golden State from Pearce	0.20 hrs.	59.00
03/11/2010	MRW	Review email from Pearce re Det. Information; phone conferences with police department; leave message for Det. Cortez	0.25 hrs.	73.75

204410	Insurance Commissioner	Invoice# 7136	Page 5
03/11/2010	MRW	Prepare bill of sale	1.20 hrs. 354.00
03/11/2010	MRW	Review email from M. Smith's office re status report information	0.10 hrs. 29.50
03/12/2010	MRW	Court - Status Report	5.30 hrs. 1,563.50
03/12/2010	MRW	Phone conference with M. Smith re Status Report and EEOC approval application	0.50 hrs. 147.50
03/14/2010	MRW	Evaluate application to approve EEOC settlement re Judge Yaffe's notice requirement	0.40 hrs. 118.00
03/14/2010	MRW	Evaluate documents to prepare re Re-notice Status Report; Prepare email to clients re Status Report	0.50 hrs. 147.50
03/14/2010	MRW	Further prepare bill of sale	0.80 hrs. 236.00
03/15/2010	MRW	Evaluate email from M. Smith re filing and service of declaration for status report; phone conference with Smith re same	0.20 hrs. 59.00
03/15/2010	MRW	Review and respond to Holloway email re declaration for status report	0.10 hrs. 29.50
03/15/2010	MRW	Phone conference with Detective Cortez re fraud investigation; prepare email to Det.	0.40 hrs. 118.00
03/15/2010	MRW	Prepare email to S. Pearce and J. Holloway re information Det. Cortez wants for fraud investigation	0.30 hrs. 88.50
03/15/2010	MRW	Prepare email to Det. Cortez	0.10 hrs. 29.50
03/15/2010	MRW	Review and respond to emails from clients re COCs and service list for Status Report declaration; review list	0.30 hrs. 88.50
03/16/2010	MRW	Phone confence with T. Donovan re Status Report documents	0.20 hrs. 59.00
03/16/2010	MRW	Review email from Holloway re IA	0.10 hrs. 29.50
03/17/2010	MRW	Evaluate [REDACTED] policy file, compare signatures; prepare email to T. Donovan re identification of signatures; prepare email to Det. Cortez	1.20 hrs. 354.00
03/17/2010	MRW	Phone conference with Donovan re Status Report, fraud investigation	0.30 hrs. 88.50
03/17/2010	MRW	Draft notice of Status Report hearing	0.50 hrs. 147.50
03/17/2010	MRW	Review documents from clients re retirement payments, [REDACTED] file; coordinate secretary re handling of documents	0.40 hrs. 118.00
03/17/2010	MRW	Coordinate secretary re minute order from March 12 hearing	0.10 hrs. 29.50
03/18/2010	MRW	Review and respond to emails from clients re fraud investigation	0.10 hrs. 29.50
03/18/2010	MRW	Phone conference with Det. Cortez re fraud investigatin	0.30 hrs. 88.50
03/18/2010	MRW	Review and respond to email from Nunnally	0.10 hrs. 29.50
03/18/2010	MRW	Prepare emails to clients re fraud investigation	0.20 hrs. 59.00



204410	Insurance Commissioner	Invoice# 7136	Page 6
03/18/2010	MRW	Phone conference with Fred at GSM re fraud investigation	0.20 hrs. 59.00
03/18/2010	MRW	Prepare documents for April 28 Status Report hearing - Notice of Hearing, Wilson Declaration, Proposed Order, Proof of Service	5.00 hrs. 1,475.00
03/18/2010	MRW	Phone conference with Judge's Court Clerk re minute order	0.20 hrs. 59.00
03/18/2010	MRW	Review minute order re Status Report	0.20 hrs. 59.00
03/18/2010	MRW	Coordinate paralegal re preparation of documents for Status Report hearing	0.25 hrs. 73.75
03/18/2010	MRW	Prepare and respond to emails with M. Smith re minute order, service of Status Report documents	0.20 hrs. 59.00
03/18/2010	MRW	Research addresses for proof of service, evaluate certificate of contribution addresses, revise spreadsheet to eliminate social security numbers and amounts	0.75 hrs. 221.25
03/18/2010	MRW	Prepare email to Pearce and Donovan with Status Report documents	0.50 hrs. 147.50
03/18/2010	MRW	Prepare Wilson Declaration re service in support of application for approval of EEOC settlement	1.00 hrs. 295.00
03/18/2010	MRW	Review emails from Donovan re 2706 property, prep for application to approve sale, prepare email to Donovan re documents	0.40 hrs. 118.00
03/19/2010	MRW	Phone conference with Donovan re 2706 documents	0.10 hrs. 29.50
03/19/2010	MRW	Phone conference with Donovan re Status Report, review email re same	0.25 hrs. 73.75
03/19/2010	MRW	Review part of retirement documents	0.50 hrs. 147.50
03/19/2010	MRW	Email from M. Smith with signed notice	0.10 hrs. 29.50
03/19/2010	MRW	Coordinate production of documents for status report	0.25 hrs. 73.75
03/22/2010	MRW	Review and respond to emails from M. Smith re status report documents	0.20 hrs. 59.00
03/22/2010	MRW	Coordinate paralegal re documents to be copied, preparation of envelopes	0.25 hrs. 73.75
03/22/2010	MRW	Review appraisal report	0.50 hrs. 147.50
03/22/2010	MRW	Phone conference with Donovan re status report documents	0.10 hrs. 29.50
03/22/2010	MRW	Review purchase and escrow documents	0.50 hrs. 147.50
03/22/2010	MRW	Prepare application for approval of 2706 sale	3.90 hrs. 1,150.50
03/23/2010	MRW	Phone conference with Nunnally re Civil Code 1457	0.20 hrs. 59.00
03/23/2010	MRW	Evaluate anti-harassment policy	0.20 hrs. 59.00
03/23/2010	MRW	Compile documents for status report filing	0.50 hrs. 147.50
03/23/2010	MRW	Evaluate Civil Code 1547	0.20 hrs. 59.00

204410	Insurance Commissioner	Invoice# 7136	Page 7
03/23/2010	MRW	Review and respond to emails from M. Smith re filings	0.25 hrs. 73.75
03/23/2010	MRW	Review update from IA	0.10 hrs. 29.50
03/23/2010	MRW	Coordinate clerk re copying of status report documents and mailing	0.30 hrs. 88.50
03/23/2010	MRW	Coordinate paralegal re preparation of documents for service re status report	0.75 hrs. 221.25
03/23/2010	MRW	Phone conference with Donovan re appraisal report for 2706 application	0.30 hrs. 88.50
03/23/2010	MRW	Evaluate Sch. F	0.20 hrs. 59.00
03/23/2010	MRW	Legal research effect of CC 1457; Baer case, insurance code 1043	3.50 hrs. 1,032.50
03/23/2010	MRW	Evaluate applications filed in Executive Life re approval of property sales re 2706 application	0.40 hrs. 118.00
03/23/2010	MRW	Evaluate IA's changes to rehab agreement, assumption agreement	0.70 hrs. 206.50
03/23/2010	MRW	Evaluate letter from [REDACTED] re litigation	0.20 hrs. 59.00
03/24/2010	MRW	Phone conference with Pearce re rehab agreement	0.25 hrs. 73.75
03/24/2010	MRW	Phone conference with Nunnally re IA's revisions to rehab agreement	0.20 hrs. 59.00
03/24/2010	MRW	Phone conference with H. Alexander re CC 1457	0.30 hrs. 88.50
03/24/2010	MRW	Evaluate emails from IA's counsel re CC 1457 meeting	0.20 hrs. 59.00
03/24/2010	MRW	Phone conference with Nunnally re IA's 1457 issues	0.50 hrs. 147.50
03/24/2010	MRW	Phone conference with clients re sale issues and strategy	0.80 hrs. 236.00
03/24/2010	MRW	Evaluate changes outlined by Nunnally re rehab agreement	0.40 hrs. 118.00
03/24/2010	MRW	Further evaluate CC 1457 issues	1.00 hrs. 295.00
03/24/2010	MRW	Phone conference with Nunnally re 1457 and review of revisions to rehab agreement	0.80 hrs. 236.00
03/24/2010	MRW	Review and respond to emails from Greg Morris	0.40 hrs. 118.00
03/24/2010	MRW	Phone conference with Pearce	0.50 hrs. 147.50
03/24/2010	MRW	Evaluate revisions to Assumption Agreement	0.25 hrs. 73.75
03/24/2010	MRW	Evaluate policy language re dividends, evaluate dividend formula	0.40 hrs. 118.00
03/24/2010	MRW	Review and coordinate service of status report documents, coordinate clerk and secretary re same and filing	0.25 hrs. 73.75
03/24/2010	MRW	Phone conference with Donovan re litigation matters	0.20 hrs. 59.00



204410	Insurance Commissioner	Invoice# 7136	Page 8
03/25/2010	MRW	Phone conference with IA re 1457 transaction	0.50 hrs. 147.50
03/25/2010	MRW	Phone conference with Nunnally re same	0.25 hrs. 73.75
03/25/2010	MRW	Phone conference with Pearce re status of 1457 issues, strategy re notice to policyholders, dividends	0.50 hrs. 147.50
03/25/2010	MRW	Review and respond to emails from Donovan	0.10 hrs. 29.50
03/25/2010	MRW	Revise rehab agreement, phone conferences with Nunnally re same	3.00 hrs. 885.00
03/25/2010	MRW	Phone conference with clients re rehab agreements issues, servicing	1.00 hrs. 295.00
03/25/2010	MRW	Evaluate cases received from Nunnally re CC 1457 and dividend issues	1.50 hrs. 442.50
03/25/2010	MRW	Prepare email to Patrik re dividend, Hill case; respond to emails re same	0.30 hrs. 88.50
03/25/2010	MRW	Prepare email to clients re EEOC declaration, revise application	0.75 hrs. 221.25
03/25/2010	MRW	Prepare email to Harrington re [REDACTED] appeal hearing	0.20 hrs. 59.00
03/25/2010	MRW	Respond to status request re fraud investigation	0.10 hrs. 29.50
03/25/2010	SSD	Conduct legal research re whether a specific Insurance Code trumps application of a more general Civil Code	0.60 hrs. 150.00
03/25/2010	SSD	Conduct legal research re whether counsel can be present at appeal hearing of small claims court	0.20 hrs. 50.00
03/26/2010	MRW	Further prepare application for approval of 2706 South Street sale	3.50 hrs. 1,032.50
03/26/2010	MRW	Prepare memo re rehab agreement issues for call with IA	0.80 hrs. 236.00
03/26/2010	MRW	Phone conference with IA re rehab agreement	1.10 hrs. 324.50
03/26/2010	MRW	Phone conference with Pearce re status of agreements	0.40 hrs. 118.00
03/26/2010	MRW	Phone conference with Nunnally re rehab agreement revisions	0.25 hrs. 73.75
03/26/2010	MRW	Review Nunnally's changes to assumption agreement	0.60 hrs. 177.00
03/26/2010	MRW	Review and respond to emails re meeting with IA	0.10 hrs. 29.50
03/26/2010	MRW	Evaluate email from Pearce re dividend policy	0.20 hrs. 59.00
03/29/2010	MRW	Phone conference with J. Harrington re [REDACTED] small claims action	0.30 hrs. 88.50
03/29/2010	MRW	Phone conference with Fred re disputed claim	0.20 hrs. 59.00
03/29/2010	MRW	Evaluate email from Davoudian re attorney can appear at small claims appeal, review rules	0.30 hrs. 88.50
03/29/2010	MRW	Evaluate order setting appeal, coordinate secretary re court information	0.25 hrs. 73.75

204410	Insurance Commissioner	Invoice# 7136	Page 9
03/29/2010	MRW	Evaluate revisions to Rehabilitation and Assumption Agreements, revise agreements, prepare redline versions	5.50 hrs. 1,622.50
03/29/2010	MRW	Coordinate clerk re status report invalid addresses	0.10 hrs. 29.50
03/29/2010	MRW	Coordinate R. Ikihara re research on CC 1457	0.20 hrs. 59.00
03/29/2010	MRW	Phone conference with Pearce re agreements, phone conferences with Nunnally re same	0.25 hrs. 73.75
03/29/2010	MRW	Phone conference with Nunnally re revisions to agreements	1.20 hrs. 354.00
03/29/2010	MRW	Review and respond to email from IA re agreements	0.10 hrs. 29.50
03/29/2010	MRW	Phone conference with Beverlyn Tidwell re 2706 documents	0.10 hrs. 29.50
03/29/2010	RLI	Legal research re application of specific versus general statutes.	2.20 hrs. 550.00
03/30/2010	JBH	Prepare response to audit letter	0.50 hrs. 75.00
03/30/2010	MRW	Phone conference with IA re agreements	0.50 hrs. 147.50
03/30/2010	MRW	Phone conference with Nunnally and Pearce re open issues	0.50 hrs. 147.50
03/30/2010	MRW	Further review agreements	0.25 hrs. 73.75
03/30/2010	MRW	Finalize Wilson Declaration re EEOC application	0.50 hrs. 147.50
03/30/2010	MRW	Evaluate email from certificate holder, forward to clients	0.10 hrs. 29.50
03/30/2010	MRW	Prepare email to Tidwell with declaration for 2706 application	0.25 hrs. 73.75
03/30/2010	MRW	Prepare letter to [REDACTED] re fraud investigation	0.25 hrs. 73.75
03/30/2010	MRW	Phone conversation of [REDACTED] re same	0.25 hrs. 73.75
03/30/2010	MRW	Evaluate memo re general vs specific statute interpretation, revise; prepare email to IA with same	0.60 hrs. 177.00
03/30/2010	MRW	Evaluate dividend information and documents re dividend payments	0.75 hrs. 221.25
03/30/2010	MRW	Phone conference with [REDACTED] re, counsel for trustee on fraud matter	0.25 hrs. 73.75
03/30/2010	MRW	Phone conference with Nunnally re bond information and dividend issues	0.30 hrs. 88.50
03/30/2010	MRW	Prepare email to clients re status of fraud investigation	0.20 hrs. 59.00
03/30/2010	MRW	Evaluate email from Greg Morris re divisible surplus issue in By-Laws	0.20 hrs. 59.00
03/30/2010	MRW	Review email from Greg Morris re policy and assumption information	0.10 hrs. 29.50

204410	Insurance Commissioner	Invoice# 7136	Page 10
03/30/2010	MRW Evaluate email from Nunnally to IA re dividends	0.20 hrs.	59.00
03/30/2010	MRW Review and respond to email from Fred re fraud case	0.20 hrs.	59.00
03/30/2010	MRW Evaluate policy form list from Donovan	0.10 hrs.	29.50
03/31/2010	MRW Phone conference with Nunnally re preparation for IA call	0.50 hrs.	147.50
03/31/2010	MRW Evaluate documents, bond information, mutual policy obligations for IA meeting	0.50 hrs.	147.50
03/31/2010	MRW Further revise assumption and rehab agreements re exhibits	0.50 hrs.	147.50
03/31/2010	MRW Phone conference with [REDACTED] re reply supporting demurrers	0.25 hrs.	73.75
03/31/2010	MRW Phone conference with J. Murphy re retirement	0.10 hrs.	29.50
03/31/2010	MRW Phone conference with IA re revisions to agreements; revise notes re call	2.30 hrs.	678.50
03/31/2010	MRW Phone conference with Nunnally re same	0.25 hrs.	73.75
03/31/2010	MRW Evaluate closing schedules from Patrick	0.30 hrs.	88.50
03/31/2010	MRW Prepare Agenda for meeting with clients	0.60 hrs.	177.00
			\$42,769.75

EXPENSES

03/11/2010	Federal Express (Chicago Commission of Human Relations)	49.54
03/12/2010	Parking	19.00
03/18/2010	Attorney service (Research - LASC)	75.20
03/24/2010	Attorney service (LASC)	7.50
03/30/2010	Attorney service (LASC)	7.50
03/31/2010	Photocopy (16,526 pages @ .10/page)	1,652.60
03/31/2010	Westlaw	97.16
03/31/2010	Postage	7.32
03/31/2010	Postage for mailing notice of reschedule status report hearing	416.64

204410 Insurance Commissioner  
03/31/2010 Clerical for mailing notice of reschedule of status report hearing

Invoice# 7136

Page 11

50.00

\$2,382.46

JBH	0.60	150.00	\$75.00
JES	1.25	150.00	\$187.50
JMT	1.40	295.00	\$413.00
MRW	140.15	295.00	\$41,344.25
RLI	2.20	250.00	\$550.00
SSD	0.80	250.00	\$200.00

Billing Summary

Total professional services

\$42,769.75

Total expenses incurred

\$2,382.46

Total of new charges for this invoice

\$45,152.21

Total balance now due

\$45,152.21

**PAID**  
80444

OK to pay  
Vetters  
5/6/10



[Español](#) | [Customer Support](#) | [FedEx Locations](#) | [Search](#)

[Go](#)

[Package/Envelope](#)

[Freight](#)

[Expedited](#)

[Office/Print Services](#)

[Ship](#)

[Track](#)

[Manage](#)

[Business Solutions](#)

## FedEx Ship Manager®

[Logout](#)

[Help](#)

[Prepare Shipment](#)

[Ship History](#)

[My Lists](#)

[Reports](#)

[My Profile](#)

### Your Shipment Details

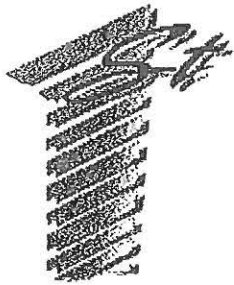
<b>From:</b>	MICHAEL R. WEISS EPSTEIN, TURNER & SONG, P.C. 777 S FIGUEROA ST STE 4950 LOS ANGELES, CA 90017 US 2138617487	<b>Package type:</b>	FedEx Box
		<b>Pickup/Drop Off:</b>	Use an already scheduled pickup at my location
		<b>Weight:</b>	100 LBS 4 lbs
		<b>Declared value:</b>	0.00 USD
		<b>Shipper account number:</b>	228051538
		<b>Bill transportation to:</b>	226051538
		<b>Courtesy rate quote:</b>	41.38
<b>To:</b>	DARNELL MACKLIN CHICAGO COMM. ON HUMAN RELATIONS 740 N SEDGWICK ST FL 3D CHICAGO, IL 606548488 US 3127444111	<b>List rates:</b>	49.54
		<b>Effective net discount:</b>	
		<b>Discounted variable %</b>	
		<b>Special services:</b>	
		<b>Shipment Purpose:</b>	Express
		<b>Shipment type:</b>	Express
		<b>Commercial/Residential Status:</b>	Commercial
<b>Tracking no:</b>	798468033773		
<b>Your reference:</b>	204-410-04/Belcher		
<b>Ship date:</b>	03/11/2010		
<b>Service type:</b>	Standard Overnight		

[Return to History](#)

#### Please note :

\* The courtesy rate shown here may be different than the actual charges for your shipment. Differences may occur based on actual weight, dimensions, and other factors. Consult the applicable [FedEx Service Guide](#) or the FedEx Rate Sheets for details on how shipping charges are calculated.

FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$500, e.g., jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits; Consult the applicable FedEx Service Guide for details.



# First Legal Support Services

Los Angeles (213) 250-1111 • Fax (213) 250-1197  
Direct line to legal (213) 250-9111 • Fax (213) 250-1197  
Los Angeles (West) (310) 277-9111 • Fax (310) 277-9153  
Direct line to legal (310) 277-7101 • Fax (310) 277-9153  
Inland Empire (951) 779-1110 • Fax (951) 779-0100  
San Diego (619) 231-9111 • Fax (619) 231-1381  
San Francisco (415) 626-3111 • Fax (415) 626-1331  
Santa Ana (714) 541-1110 • Fax (714) 541-8182  
Sacramento (916) 444-5111 • Fax (916) 443-3111

## COURT FILING / COURT RESEARCH FORM

web address: [firstlegalsupport.com](http://firstlegalsupport.com)

CONTROL NO.

DATE: 3/18/10

FIRM  
NAME: Epstein, Turner & Song, P.C.  
777 S. Figueroa St., Suite 4950  
Los Angeles, CA 90017

PHONE: (213) 861-7487

FAX: (213) 861-7488

ATTY/SECRETARY: /MEB EXT: 113

CLIENT MATTER / ATTY. CODE  
204-410-04

CASE NO:  
BS123005

Short Title of Case:  
Steve Poizner v. Golden State Mutual Life  
Insurance Company

DESTINATION / COURT:

LASC  
Central District  
111 N. Hill Street  
Los Angeles, CA 90012

DOCUMENTS

Minute Order dated 3/12/10

HEARING  
SET FOR: \_\_\_\_\_ AT \_\_\_\_\_ DEPT/DIV \_\_\_\_\_

☐ SELF ADDRESSED STAMPED  
ENVELOPE (S) ATTACHED

FEE  
ATTACHED: \$

### PLEASE NOTE ANY SPECIFIC OR TIMELY FILING REQUIREMENTS

#### COURT RESEARCH

- ☒ ASAP RESEARCH  
(Immediate)
- ☐ SAME DAY RESEARCH  
(Allow full day to obtain)
- ☐ NEXT DAY RESEARCH  
(Allow two days to obtain)

#### ON DEMAND FILINGS

- ☐ SPEC FILE  
(Immediate)
- ☐ RUSH FILE  
(Within 2 hours)
- ☐ ASAP FILE  
(Within 1 hour)
- ☐ REG FILE  
(Within 3-4 hours)

#### COURT RUN

- ☐ SAMEDAY  
(Filings Only)\*
- ☐ NEXTDAY  
(Filings Only)\*

\*Per Agreement

☐ FILE

☐ ISSUE

☐ SUBMIT

OTHER:

☐ RESEARCH  
COPY REQUEST

☐ CERTIFIED  
COPY

☐ FORM  
REQUEST

Complete by: 3/18/10

#### SPECIAL INSTRUCTIONS:

Please get me a copy of the minute order.

Thank you. Mary Ellen Bolton, ext. 113.

75.20

---

Enter An Invoice Number:  
Usage period: 03/01/2010 - 03/31/2010

Law Firm  
EPSTEIN TURNER & SONG  
LOS ANGELES, CA 90017

Client  
Client ID:204-410-04  
Enter a Client Name:  
Enter Address1:  
Enter Address2:  
City, State ZIP

**Westlaw Research Charges through 03/31/2010**

<u>Included Legal Research</u>		<u>Standard Charge</u>	<u>Client Charge</u>
3/2/2010	Westlaw Legal Research	\$570.22	\$23.36
3/23/2010	Westlaw Legal Research	\$1,190.69	\$48.79
3/25/2010	Westlaw Legal Research	\$450.34	\$18.45
3/29/2010	Westlaw Legal Research	\$160.00	\$6.56

Sub-total Included Charges	\$97.16
----------------------------	---------

Excluded Legal Research

	<u>Client Charge</u>
Sub-total Excluded Charges	\$0.00

Sub-total research Charges	\$97.16
----------------------------	---------

Tax Charge	\$0.00
------------	--------

Total Client Charge	\$97.16
---------------------	---------

---



204410 Insurance Commissioner  
03/31/2010 Clerical for mailing notice of reschedule of status report hearing

Invoice# 7136

Page 11

50.00

\$2,382.46

JBH	0.50	150.00	\$75.00
JES	1.25	150.00	\$187.50
JMT	1.40	295.00	\$413.00
MRW	140.15	295.00	\$41,344.25
RLI	2.20	250.00	\$550.00
SSD	0.80	250.00	\$200.00

Billing Summary

Total professional services

\$42,769.75

Total expenses incurred

\$2,382.46

Total of new charges for this invoice

\$45,152.21

Total balance now due

\$45,152.21

OK to pay,

Joe Holloway  
5-6-10  
Approved  
WJH  
5.6.10



DAVID B. EPSTEIN  
JONATHAN M. TURNER  
LAWRENCE J. SONG  
MICHAEL R. WEISS  
GAIL E. WISE  
ROBYN L. IKEHARA  
SHIVA S. DAVOUDIAN

LAW OFFICES OF  
**EPSTEIN, TURNER & SONG**

A Professional Corporation  
777 S. Figueroa Street, Suite 4950  
Los Angeles, California 90017  
Telephone: (213) 861-7487  
Fax: (213) 861-7488

April 30, 2010

**VIA U.S. MAIL**

Chief Estate Trust Officer  
Attention: Scott Pearce  
1999 West Adams Blvd.  
Los Angeles, California 90018

**RE: Invoice #7136  
Golden State Mutual Life Insurance Company**

Dear Mr. Pearce:

Enclosed is our bill for fees and expenses incurred in the referenced matter through March 31, 2010. I have reviewed the bill and approve the billing statement, and have determined that it complies with the Legal Services Agreement entered into regarding this matter.

Very truly yours,



MICHAEL R. WEISS

MRW:jbh  
Enclosure

G:\GRP\CASES\204-410-04\Billing\122809 Wilson - Mar 2010 Billing Cover Letter.doc

DAVID B. EPSTEIN  
JONATHAN M. TURNER  
LAWRENCE J. SONG  
MICHAEL R. WEISS  
GAIL B. WISE  
ROBYN L. IKBHARA  
SHIVA S. DAVOUDIAN

LAW OFFICES OF  
**EPSTEIN, TURNER & SONG**

A Professional Corporation  
777 S. Figueroa Street, Suite 4950  
Los Angeles, California 90017  
Telephone: (213) 861-7487  
Fax: (213) 861-7488

May 27, 2010

**VIA U.S. MAIL**

Chief Estate Trust Officer  
Attention: Scott Pearce  
1999 West Adams Blvd.  
Los Angeles, California 90018

RE: Invoice #7186  
Golden State Mutual Life Insurance Company

Dear Mr. Pearce:

Enclosed is our bill for fees and expenses incurred in the referenced matter through April 30, 2010. I have reviewed the bill and approve the billing statement, and have determined that it complies with the Legal Services Agreement entered into regarding this matter.

**PAID**  
80714

Very truly yours,



MICHAEL R. WEISS

MRW:jbh

Enclosure

G:\GRP\CASBS\204-410-04\Billing\052710 Wilson - May 2010 Billing Cover Letter.doc

# Epstein, Turner & Song

777 S. Figueroa Street  
Suite 4950  
Los Angeles, CA 90017  
(213) 861-7487  
Tax ID 95-4673902

April 30, 2010

Golden State Mutual Life Insurance Company  
Scott Pearce  
Chief Estate Trust Officer  
1999 West Adams Blvd.  
Los Angeles, CA 90018

Invoice# 7186 MRW  
Our file# 204410 00004  
Billing through 04/30/2010

**PAID**

Golden State Mutual Life Insurance Company

Balance forward as of invoice dated March 31, 2010 \$45,152.21  
Payments received since last invoice 45,152.21

Accounts receivable balance carried forward \$0.00

## PROFESSIONAL SERVICES

04/01/2010	MRW	Revise agenda and email to Donovan	0.25 hrs.	73.75
04/01/2010	MRW	Finalize declaration for Tidwell, phone conferences with Tidwell re declaration, revise 2706 application, emails to M. Smith, revise proof of service list	1.40 hrs.	413.00
04/01/2010	MRW	Review and respond to emails from clients re issues on sale application	0.25 hrs.	73.75
04/01/2010	MRW	Phone conference with clients re agreements, open issues with IA and estate	1.50 hrs.	442.50
04/01/2010	MRW	Review and respond to emails from Smith re 2706 application	0.20 hrs.	59.00
04/01/2010	MRW	Phone conference with Patrik re dividend information	0.20 hrs.	59.00
04/01/2010	MRW	Evaluate letter from certificate holder	0.10 hrs.	29.50
04/01/2010	MRW	Prepare email to Nunnally with agency agreements	0.30 hrs.	88.50
04/01/2010	MRW	Phone conferences with Donovan	0.10 hrs.	29.50
04/01/2010	MRW	Evaluate email from Fred Wadibia re messages from [REDACTED] review messages, contact her attorney	0.20 hrs.	59.00
04/01/2010	MRW	Finalize application for approval of 2706 sale, compile documents, email Smith re needed signature page	1.10 hrs.	324.50
04/01/2010	MRW	Evaluate actuarial opinion	0.20 hrs.	59.00
04/01/2010	MRW	Prepare email to clients with letter from certificate holder	0.10 hrs.	29.50
04/02/2010	MRW	Coordinate secretary re documents to M. Smith, filing of pleadings	0.20 hrs.	59.00

204410	Insurance Commissioner	Invoice# 7186	Page 2
04/02/2010	MRW	Review agent agreements	1.00 hrs. 295.00
04/04/2010	MRW	Review and revise letter to annuity holders, email to clients	1.00 hrs. 295.00
04/04/2010	MRW	Evaluate GSM's articles of incorporation	0.25 hrs. 73.75
04/05/2010	MRW	Phone conference with Nunnally re status of agreements and information on agent commissions	0.20 hrs. 59.00
04/05/2010	MRW	Evaluate complaint by Illinois Masonry Corporation	0.75 hrs. 221.25
04/05/2010	MRW	Evaluate Order Finding No Substantial Evidence and Dismissal of Belcher City of Chicago complaint, Investigatory Summary; prepare email to clients re same	0.75 hrs. 221.25
04/05/2010	MRW	Phone conference with Lewis attorney re status of claim for policy	0.20 hrs. 59.00
04/05/2010	MRW	Phone conference with [REDACTED] and email re accountant letter	0.10 hrs. 29.50
04/05/2010	MRW	Evaluate email from Pearce re dividends, Nunnally's email	0.20 hrs. 59.00
04/05/2010	MRW	Prepare for hearing on EEOC Consent Decree	0.60 hrs. 177.00
04/05/2010	MRW	Prepare email to Greg Morris re timing of agreements	0.20 hrs. 59.00
04/06/2010	MRW	Court Appearance - Hearing on approval of Consent Decree	3.00 hrs. 885.00
04/06/2010	MRW	Phone conference with Donovan re Court approval	0.10 hrs. 29.50
04/06/2010	MRW	Phone conference with Pearce re rehab agreements	0.25 hrs. 73.75
04/06/2010	MRW	Evaluate email and phone call with Donovan re fraud claim	0.10 hrs. 29.50
04/06/2010	MRW	Prepare emails to EEOC counsel re court approval and next step for District Court approval; respond to his email	0.20 hrs. 59.00
04/06/2010	MRW	Evaluate email from M. Smith re court order not available until Thursday, respond	0.10 hrs. 29.50
04/06/2010	MRW	Prepare letter to auditors re litigation against GSM	1.50 hrs. 442.50
04/06/2010	MRW	Evaluate email from Wadibia re fraud claim	0.10 hrs. 29.50
04/06/2010	MRW	Evaluate Pearce email re status of negotiations with IA	0.20 hrs. 59.00
04/06/2010	MRW	Prepare email to Pearce re Oakland lease	0.10 hrs. 29.50
04/06/2010	MRW	Evaluate retirement documents	1.10 hrs. 324.50
04/07/2010	MRW	Review and respond to clients emails re rehab agreements	0.10 hrs. 29.50
04/07/2010	MRW	Review and respond to email from Pearce re Oakland lease, Holloway email	0.25 hrs. 73.75
04/07/2010	MRW	Further evaluate retirement files and	1.20 hrs. 354.00

		documents		
04/07/2010	MRW	Evaluate IA's changes to rehab agreement and endorsement; confernece with Nunnally re same, prepare agenda, email to clients	2.50 hrs.	737.50
04/07/2010	MRW	Phone conference with Jon Chatalian at PBGC re status of conservation	0.20 hrs.	59.00
04/07/2010	MRW	Phone conference with clients re rehab agreement issues	1.50 hrs.	442.50
04/07/2010	MRW	Review and respond to F. Wadibia's email on [REDACTED] calling him, prepare email to Detective, contact [REDACTED] attorney	0.20 hrs.	59.00
04/07/2010	MRW	Prepare agenda for IA meeting, phone conference with Nunnally re agenda, email to clients	0.50 hrs.	147.50
04/07/2010	MRW	Revise agenda re funeral sales and email to clients	0.10 hrs.	29.50
04/07/2010	MRW	Prepare letter to trustee's attorney re [REDACTED] policy	0.25 hrs.	73.75
04/07/2010	MRW	Revise assumption endorsement	0.90 hrs.	265.50
04/07/2010	MRW	Phone conference with J. Murphy re retirement files and reserve issues	0.75 hrs.	221.25
04/07/2010	MRW	Prepare memo re same and questions for Alan Pennington	0.30 hrs.	88.50
04/07/2010	MRW	Coordinate paralegal re employee retirement files for J. Murphy	0.10 hrs.	29.50
04/07/2010	MRW	Prepare email to attorney for Oakland landlord re continuing standstill agreement	0.20 hrs.	59.00
04/08/2010	MRW	Evaluate caselaw re retirement reserve issues	0.75 hrs.	221.25
04/08/2010	MRW	Phone conference with clients and IA re legal issues	1.20 hrs.	354.00
04/08/2010	MRW	Phone conference with Certificate holder re mailings	0.20 hrs.	59.00
04/08/2010	MRW	Evaluate email from certificate holder, forward to Pearce and Donovan	0.10 hrs.	29.50
04/08/2010	MRW	Evaluate information from Donovan re policy forms and reinstatement policies	0.20 hrs.	59.00
04/08/2010	MRW	Prepare email to J. Murphy re retirement issues and questions for actuary Alan Pennington	0.50 hrs.	147.50
04/08/2010	MRW	Phone conference with plaintiff's attorney in Illinois Masonry Corp lawsuit against GSM; prepare email to Donovan re reason for lawsuit and need to search if have any interest in property	0.40 hrs.	118.00
04/08/2010	MRW	Phone conferences with Murphy re retirement issues	0.25 hrs.	73.75
04/08/2010	MRW	Coordinate documents to Alan Pennington and J. Murphy; prepare letter to Murphy	0.30 hrs.	88.50

204410	Insurance Commissioner	Invoice# 7186	Page 4
04/08/2010	MRW	Revise Rehab Agreement, Endorsement, Assumption Agreement	3.50 hrs. 1,032.50
04/08/2010	MRW	Phone conference with Jack Hom re DOI approval process	0.20 hrs. 59.00
04/08/2010	MRW	Evaluate Assumption Reinsurance Agreement from IA American, revise agreement, prepare redline	2.00 hrs. 590.00
04/08/2010	MRW	Evaluate Service Agreement from IA American, add revisions to agreement	1.50 hrs. 442.50
04/08/2010	MRW	Phone conference with Pearce re agreements, meeting with IA American	0.50 hrs. 147.50
04/08/2010	JES	Review and compile retired employees files for attorney and client review	1.25 hrs. 187.50
04/09/2010	MRW	Evaluate Nunnally's revisions to agreements	0.75 hrs. 221.25
04/09/2010	MRW	Phone conference with Nunnally re revisions to agreements and revise agreements	0.75 hrs. 221.25
04/09/2010	MRW	Prepare revisions to agreements	1.00 hrs. 295.00
04/09/2010	MRW	Prepare email to IA with agreements	0.25 hrs. 73.75
04/09/2010	MRW	Revise service agreement, phone conference with Nunnally re revisions, email to Nunnally re same	2.00 hrs. 590.00
04/09/2010	MRW	Prepare notice to policyholders	1.80 hrs. 531.00
04/09/2010	MRW	Evaluate letter from [REDACTED]	0.50 hrs. 147.50
04/09/2010	MRW	Evaluate email and document from counsel for Illinois Masonry, prepare email to clients	0.20 hrs. 59.00
04/09/2010	MRW	Review and respond to emails with Alan Pennington	0.30 hrs. 88.50
04/09/2010	MRW	Review and respond to emails with Hom re regulatory review	0.30 hrs. 88.50
04/11/2010	MRW	Evaluate IA's revision to payment of agent commissions, email Patrik re same	0.20 hrs. 59.00
04/11/2010	MRW	Evaluate Nunnally's email re coinsurance agreement, respond to same	0.50 hrs. 147.50
04/12/2010	JMT	Preliminary analysis of ERISA preemption issues arising from separation agreements	0.40 hrs. 118.00
04/12/2010	MRW	Evaluate email from Alan Pennington re retirement issues	0.20 hrs. 59.00
04/12/2010	MRW	Evaluate Court order	0.10 hrs. 29.50
04/12/2010	MRW	Prepare notice of court order with notice to interested parties	0.50 hrs. 147.50
04/12/2010	MRW	Coordinate secretary re service and filing of notice of order	0.10 hrs. 29.50
04/12/2010	MRW	Phone conference with A. Pennington re retirement issues	0.20 hrs. 59.00
04/12/2010	MRW	Evaluate retirements issues with J. Turner,	0.75 hrs. 221.25

204410	Insurance Commissioner	Invoice# 7186	Page 5
		prepare information for review by J. Turner	
04/12/2010	MRW	Review and respond to Donovan email re service agreement pricing	0.10 hrs. 29.50
04/12/2010	MRW	Phone conference with Robert re agreements, revisions to agreements	0.40 hrs. 118.00
04/12/2010	MRW	Evaluate revised documents from IA, prepare redline versions and email to Nunnally	0.80 hrs. 236.00
04/14/2010	MRW	Evaluate emails from Donovan re 4801 Alameda Road property and documents	0.25 hrs. 73.75
04/14/2010	MRW	Evaluate trust documents from IA	0.40 hrs. 118.00
04/14/2010	MRW	Phone conference with Holloway re status of negotiations, send agreements to Wilson, prepare email to Wilson with agreements	0.50 hrs. 147.50
04/15/2010	MRW	Review closing schedules, revised schedules from J. Murphy, phone conference with Murphy re same	0.40 hrs. 118.00
04/15/2010	MRW	Evaluate and revise Interim Reinsurance Agreement from Nunnally	1.20 hrs. 354.00
04/15/2010	MRW	Phone conference with clients re status of transaction and open issues	0.75 hrs. 221.25
04/15/2010	MRW	Phone conference with IA and clients re open issues	0.75 hrs. 221.25
04/15/2010	MRW	Revise agreements per calls with clients and IA	0.60 hrs. 177.00
04/15/2010	MRW	Phone conference with Nunnally re revisions to agreements	1.00 hrs. 295.00
04/15/2010	MRW	Evaluate DOI documents re Ins Code 1011(c) approval	0.25 hrs. 73.75
04/15/2010	MRW	Prepare email to clients with revised agreements	0.20 hrs. 59.00
04/15/2010	MRW	Evaluate emails from Patrik re additional issues	0.10 hrs. 29.50
04/15/2010	MRW	Prepare email to EEOC attorney with order approving Consent Decree	0.20 hrs. 59.00
04/15/2010	MRW	Evaluate service mechanics on policyholders	0.20 hrs. 59.00
04/15/2010	MRW	Evaluate notice requirements for approval application	0.50 hrs. 147.50
04/16/2010	MRW	Evaluate quotes for service of notice of IA assumption on policyholders, phone conference with Myriad Lit Services re same	0.50 hrs. 147.50
04/16/2010	MRW	Evaluate emails from clients and Nunnally re standards for service agreement	0.20 hrs. 59.00
04/16/2010	MRW	Evaluate American Title letter and agreement re sale of property	0.20 hrs. 59.00
04/18/2010	MRW	Revise service agreement, incorporate GSM's standards and client comments on standards into service agreement	1.50 hrs. 442.50



204410	Insurance Commissioner	Invoice# 7186	Page 6
04/18/2010	MRW	Prepare email to Nunnally with service agreement	0.10 hrs. 29.50
04/19/2010	MRW	Evaluate letter from trustee's attorney disclaiming interest in the [REDACTED] policy; prepare email to clients re same	0.25 hrs. 73.75
04/19/2010	MRW	Review and respond to email from EEOC attorney re approval of consent decree	0.10 hrs. 29.50
04/19/2010	MRW	Further revise service agreement, email to Nunnally	1.80 hrs. 531.00
04/19/2010	MRW	Phone conference with Fred re [REDACTED] policy	0.10 hrs. 29.50
04/19/2010	MRW	Evaluate Robert's revision to parole evidence rule	0.20 hrs. 59.00
04/19/2010	MRW	Phone conference with Myriad re cost for notice to policyholders	0.25 hrs. 73.75
04/19/2010	MRW	Evaluate emails from Patrik re proposals for agreements	0.20 hrs. 59.00
04/19/2010	MRW	Phone conference with Nunnally re remaining issues	0.25 hrs. 73.75
04/19/2010	MRW	Phone conference with Nunnally and Pearce re outstanding remaining issues	0.25 hrs. 73.75
04/19/2010	MRW	Prepare memo re open issues and schedule of events re agreements	0.80 hrs. 236.00
04/19/2010	MRW	Draft notice of application for approval of rehab plan	2.80 hrs. 826.00
04/19/2010	MRW	Phone conference with [REDACTED]'s attorney re policy	0.10 hrs. 29.50
04/19/2010	MRW	Prepare email to clients with service agreement and request to review GSM's abilities	0.10 hrs. 29.50
04/19/2010	MRW	Prepare email to clients with open issues memo and schedule	0.30 hrs. 88.50
04/19/2010	MRW	Review and respond to emails from clients re agreement issues and negotiation	0.20 hrs. 59.00
04/20/2010	MRW	Evaluate quote from Donovan re service costs, phone conference re same	0.25 hrs. 73.75
04/20/2010	MRW	Evaluate Labor Commissioner decision re Cartwright and argument that Commissioner has no jurisdiction	0.40 hrs. 118.00
04/20/2010	MRW	Prepare letter to attorney for [REDACTED] re policy benefits	0.50 hrs. 147.50
04/20/2010	MRW	Phone conference with Nunnally re status of agreements and deal points, incorporation into agreements	0.30 hrs. 88.50
04/20/2010	MRW	Further review and revise Rehabilitation Agreement, exhibits, tables	1.20 hrs. 354.00
04/20/2010	MRW	Phone conference with Oakland landlord's attorney re extending standstill period, prepare email to clients re same	0.30 hrs. 88.50



204410	Insurance Commissioner	Invoice# 7186	Page 7
04/20/2010	MRW	Phone conferences with Pearce re agreements, preparation of final versions	0.50 hrs. 147.50
04/20/2010	MRW	Emails with Marta and Todd re callers requesting GSM information	0.20 hrs. 59.00
04/20/2010	MRW	Evaluate Nunnally's revised interim reinsurance agreement	0.75 hrs. 221.25
04/20/2010	MRW	Review and revise rehabilitation agreement, assumption agreement, service agreement, interim reinsurance agreement, novation agreement, assumption endorsement; add tables of contents	7.50 hrs. 2,212.50
04/20/2010	MRW	Prepare emails to clients with agreements	0.30 hrs. 88.50
04/20/2010	MRW	Phone conference with EEOC attorney re Barringer address for check	0.10 hrs. 29.50
04/21/2010	MRW	Evaluate timing of EEOC settlement payment, prepare email to clients re same	0.30 hrs. 88.50
04/21/2010	MRW	Prepare email to M. Smith with status report documents	0.10 hrs. 29.50
04/21/2010	MRW	Phone conference with Nunnally re preparation for client meeting	0.25 hrs. 73.75
04/21/2010	MRW	Phone conference with clients re agreements	1.20 hrs. 354.00
04/21/2010	MRW	Phone conference with Greg Morris re agreements and outstanding issues	0.25 hrs. 73.75
04/21/2010	MRW	Prepare emails to Patrik re agreements	0.40 hrs. 118.00
04/21/2010	MRW	Coordinate paralegal re documents for clients in New York	0.30 hrs. 88.50
04/21/2010	MRW	Prepare summary of rehab plan, email to Pearce	0.30 hrs. 88.50
04/21/2010	MRW	Further prepare letter to policyholders and Court notice of application and orders, incorporate orders	5.20 hrs. 1,534.00
04/21/2010	MRW	Phone conference with Patrik re agreements	0.30 hrs. 88.50
04/21/2010	MRW	Evaluate documents from title company re sale of Almeda property	0.10 hrs. 29.50
04/21/2010	JES	Compilation of agreements to client binders for use by client	0.50 hrs. 75.00
04/22/2010	MRW	Evaluate emails from Nunnally re revisions to notice and letter to policyholders	0.20 hrs. 59.00
04/22/2010	MRW	Incorporate Nunnally's revisions to notice documents	0.40 hrs. 118.00
04/22/2010	MRW	Phone conference with Ed Loughlin re consent decree signed	0.10 hrs. 29.50
04/22/2010	MRW	Phone conference with S. Pearce re BECO settlement payment, status of finalizing the transactions	0.50 hrs. 147.50
04/22/2010	MRW	Prepare email to Donovan re EEOC settlement	0.10 hrs. 29.50
04/22/2010	MRW	Phone conference with Nunnally	0.50 hrs. 147.50

204410	Insurance Commissioner	Invoice# 7186	Page 8
04/22/2010	MRW	Review and respond to Greg Morris' email re policy listing and approval process by department, conference with client re same, forward policy form documents	0.30 hrs. 88.50
04/22/2010	MRW	Prepare letter to Barringer re settlement payment	0.40 hrs. 118.00
04/22/2010	MRW	Conference with clients and IA re agreements, conference with Pearce re accountings, revise agreements	2.90 hrs. 855.50
04/23/2010	MRW	Evaluate Nunnally's further changes to Rehab agreement	0.40 hrs. 118.00
04/23/2010	MRW	Revise notice documents, email to clients	0.40 hrs. 118.00
04/23/2010	MRW	Review DOI materials re regulatory approval	0.30 hrs. 88.50
04/23/2010	MRW	Phone conference with Nunnally and Hom re regulatory approval	0.50 hrs. 147.50
04/23/2010	MRW	Evaluate and respond to client emails re notice, agreements	0.20 hrs. 59.00
04/23/2010	MRW	Prepare ex parte application re notice to policyholders	2.40 hrs. 708.00
04/25/2010	MRW	Revise and prepare declarations for ex parte application, legal research re notice requirements, conservation order	4.40 hrs. 1,298.00
04/25/2010	MRW	Evaluate Nunnally's email to Hom re rehab plan overview	0.10 hrs. 29.50
04/26/2010	JMT	Review and analysis pertinent portions of client files and documents for preparation of opinion letter re ERISA coverage and preemption issues applicable to GSM special early retirement package	1.00 hrs. 295.00
04/26/2010	MRW	Evaluate Greg Morris's request re corporate resolution, revise resolution from Nunnally, send to Greg Morris	0.60 hrs. 177.00
04/26/2010	MRW	Revise and further prepare ex parte application, notice documents, exhibits to motion, prepare proposed order, prepare Dept 86 form re notice declaration, prepare letter to Board of Directors providing notice of ex parte application, email to clients	5.00 hrs. 1,475.00
04/26/2010	MRW	Evaluate emails from Greg Morris re changes to assumption agreement and assumption endorsement, respond, phone conferences with Morris and Nunnally re same	0.75 hrs. 221.25
04/26/2010	MRW	Prepare emails to IA American and clients with revised assumption agreement and assumption endorsement	0.20 hrs. 59.00
04/26/2010	MRW	Phone conference with Nunnally re revisions to assumption agreement	0.75 hrs. 221.25

204410	Insurance Commissioner	Invoice# 7186	Page 9
04/26/2010	MRW	Prepare email to EEOC attorney re signed consent decree	0.10 hrs. 29.50
04/27/2010	MRW	Review and respond to email from EEOC attorney re consent decree signed	0.10 hrs. 29.50
04/27/2010	MRW	Finalize letter to Barringer re EEOC settlement check	0.10 hrs. 29.50
04/27/2010	MRW	Prepare memo to clients re consent decree obligations	0.50 hrs. 147.50
04/27/2010	MRW	Evaluate emails re status conference hearing and [REDACTED] appearance	0.20 hrs. 59.00
04/27/2010	MRW	Prepare email to landlord's attorney re conservation order	0.10 hrs. 29.50
04/27/2010	MRW	Evaluate changes by IA re rejection of policies, incorporate changes into agreements, email to IA, conference with Nunnally	0.50 hrs. 147.50
04/27/2010	MRW	Phone conference with landlord's attorney re murals, prepare email to clients re same and landlord's claim	0.80 hrs. 236.00
04/27/2010	MRW	Prepare email to Greg Morris re notice brochure	0.10 hrs. 29.50
04/27/2010	MRW	Prepare email to clients re obligations under Consent Decree	0.50 hrs. 147.50
04/27/2010	MRW	Review and respond to Patrik's email re brochure information	0.10 hrs. 29.50
04/27/2010	MRW	Revise ex parte and notice documents, incorporate Smith's and Wilson's revisions, respond to Marta's emails re same, respond to IA's emails	1.40 hrs. 413.00
04/27/2010	MRW	Prepare for hearing on status report	0.40 hrs. 118.00
04/27/2010	MRW	Phone conference with Marta Smith re status report hearing	0.25 hrs. 73.75
04/27/2010	MRW	Phone conference with clients re review of ex parte motion, notice documents and agreements	2.00 hrs. 590.00
04/27/2010	MRW	Revise ex parte, notice documents, phone conferences with Nunnally re same, email to clients	2.25 hrs. 663.75
04/27/2010	MRW	Prepare email to IA and clients re agenda for conference call	0.20 hrs. 59.00
04/27/2010	MRW	Review emails with Donovan re mailing of notice, phone conference with Donovan and Pearce re mailing of notice documents, calculate hearing date	0.30 hrs. 88.50
04/27/2010	MRW	Evaluate letter from [REDACTED] attorney, prepare email to clients re check request for policy benefits	0.20 hrs. 59.00
04/28/2010	JMT	review GSM harassment policy and related	0.30 hrs. 88.50

204410	Insurance Commissioner	Invoice# 7186	Page 10
		correspondence; preliminary evaluation of legal issues raised in client inquiry	
04/28/2010	JMT	ERISA research (statute, pertinent regulations and case authorities) re preemption issues raised with GSM special retirement package	1.70 hrs. 501.50
04/28/2010	MRW	Court appearance on Status Report hearing	3.90 hrs. 1,150.50
04/28/2010	MRW	Revise notice documents and ex parte re court instruction to prepare order to show cause application, incorporate Donovan changes	4.10 hrs. 1,209.50
04/28/2010	MRW	Phone conference with clients and IA re notice documents, revisions to agreements, status	0.80 hrs. 236.00
04/28/2010	MRW	Evaluate IA's change to service agreement, evaluate termination provision with service agreement, prepare email to Nunnally with opinion on revision	0.40 hrs. 118.00
04/28/2010	MRW	Research court authority for order to show cause procedure, draft arguments re same, further revise	4.00 hrs. 1,180.00
04/29/2010	MRW	Evaluate IA's marketing letter, prepare email to Morris re same	0.20 hrs. 59.00
04/29/2010	MRW	Phone conferences with clients re hold on ex parte due to research on claims	0.70 hrs. 206.50
04/29/2010	MRW	Review and respond to Morris re timing of court approval	0.20 hrs. 59.00
04/29/2010	MRW	Coordinate secretary re cancelling ex parte notice, phone conference to Smith re same, phone conference with landlord's attorney re same	0.25 hrs. 73.75
04/29/2010	MRW	Phone conference with clients re employment terminations	0.20 hrs. 59.00
04/29/2010	MRW	Further revise legal arguments for ex parte and notice documents, revise proposed order	1.60 hrs. 472.00
04/29/2010	MRW	Phone conference with Patrik and Greg re ex parte issues	0.30 hrs. 88.50
04/29/2010	MRW	Review board resolution	0.10 hrs. 29.50
04/29/2010	MRW	Finalize and pdf agreements, email to clients and IA	3.00 hrs. 885.00
04/29/2010	MRW	Phone conference with Nunnally re ex parte delay, policy issues	0.30 hrs. 88.50
04/30/2010	JBH	Download cases from Westlaw for attorney review re case preparation	0.20 hrs. 30.00
04/30/2010	JMT	work on legal memo to MRW re ERISA preemption issues affecting suspension of early retirement package	6.00 hrs. 1,770.00
04/30/2010	MRW	Evaluate legal documents received from Pearce	0.30 hrs. 88.50
04/30/2010	MRW	Phone conference with worker's comp attorney	0.20 hrs. 59.00

re declaration, prepare email to Pearce re need  
declaration

04/30/2010	MRW	Court - make sure no one appeared at cancelled ex parte, conference with court clerk re same	0.80 hrs.	236.00
04/30/2010	MRW	Evaluate letters of reference for Barringer, prepare letter to Barringer sending letters	0.25 hrs.	73.75
04/30/2010	MRW	Review recent versions of agreements	1.20 hrs.	354.00
04/30/2010	MRW	Phone conference with Greg Morris re same	0.20 hrs.	59.00
04/30/2010	MRW	Evaluate marketing letter from IA	0.10 hrs.	29.50
04/30/2010	MRW	Phone conference with Nunnally re court application	0.20 hrs.	59.00

\$45,471.75

EXPENSES

04/02/2010	Filing fee	40.00
04/02/2010	Attorney service (LASC)	7.50
04/06/2010	Parking	18.00
04/08/2010	Federal Express (J. Murphy)	13.67
04/08/2010	Federal Express (A. Pennington)	22.40
04/09/2010	Attorney service - Obtain minute order	71.85
04/12/2010	Attorney service (LASC)	7.50
04/13/2010	Attorney service (LASC)	7.50
04/21/2010	Federal Express (J. Holloway)	70.93
04/27/2010	Federal Express (W. Barringer)	26.13
04/28/2010	Parking	18.00

204410 Insurance Commissioner  
04/30/2010 Photocopy (2,312 pages @ .10/page)

Invoice# 7186

Page 12  
231.20

04/30/2010 LexisNexis

132.50

04/30/2010 Westlaw

28.76

04/30/2010 Postage

51.02

\$746.96

JBH 0.20

150.00 \$30.00

JES 1.75

150.00 \$262.50

JMT 9.40

295.00 \$2,773.00

MRW 143.75

295.00 \$42,406.25

Billing Summary

Total professional services

\$45,471.75

Total expenses incurred

\$746.96

Total of new charges for this invoice

\$46,218.71

Total balance now due

\$46,218.71

I HAVE  
REVIEWED AND TIED  
THE BILL FOR ACCURACY  
I APPROVE FOR PAYMENT.  
[Signature]  
6/8/10

[Español](#) | [Customer Support](#) | [FedEx Locations](#) | [Search](#)[Go](#)[Package/Envelope](#) | [Freight](#) | [Expedited](#) | [Office/Print Services](#) | [Ship](#) | [Track](#) | [Manage](#) | [Business Solutions](#)

## FedEx Ship Manager®

[Logout](#)[Help](#)[Prepare Shipment](#) | [Ship History](#) | [My Lists](#) | [Reports](#) | [My Profile](#)

## Your Shipment Details

<b>From:</b>	MICHAEL R. WEISS EPSTEIN, TURNER & SONG, P.C. 777 S FIGUEROA ST STE 4950 LOS ANGELES, CA 90017 US 2138817487	<b>Package type:</b>	FedEx Envelope
		<b>Pickup/Drop Off:</b>	Use an already scheduled pickup at my location
		<b>Weight:</b>	0.30 LBS
		<b>Declared value:</b>	0.00 USD
		<b>Shipper account number:</b>	226051538
		<b>Bill transportation to:</b>	226051538
		<b>Courtesy rate quote:*</b>	13.67
<b>To:</b>	JENNIFER MURPHY GOLDEN STATE MUTUAL LIFE INSURANCE 1999 W ADAMS BLVD LOS ANGELES, CA 900183500 US (323)419-3544	<b>List rates:</b>	
		<b>Effective net discount:</b>	
		<b>Discounted variable %</b>	
		<b>Special services:</b>	
		<b>Shipment Purpose:</b>	
		<b>Shipment type:</b>	Express
		<b>Commercial/Residential Status:</b>	Commercial
<b>Tracking no:</b>	793430945592		
<b>Your reference:</b>	204-410-04		
<b>Ship date:</b>	04/08/2010		
<b>Service type:</b>	Standard Overnight		

[Return to History](#)

## Please note :

\* The courtesy rate shown here may be different than the actual charges for your shipment. Differences may occur based on actual weight, dimensions, and other factors. Consult the applicable [FedEx Service Guide](#) or the FedEx Rate Sheets for details on how shipping charges are calculated.

FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$500, e.g., jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits; Consult the applicable FedEx Service Guide for details.

[Global Home](#) | [Small Business Center](#) | [Service Info](#) | [About FedEx](#) | [Investor Relations](#) | [Careers](#) | [fedex.com Terms of Use](#) | [Security & Privacy](#) | [Site Map](#) |  
This site is protected by copyright and trademark laws under US and International law. All rights reserved. © 1995-2010 FedEx





[Español](#) | [Customer Support](#) | [FedEx Locations](#) | [Search](#)

[Go](#)

[Package/Envelope](#) [Freight](#) [Expedited](#) [Office/Print Services](#) [Ship](#) [Track](#) [Manage](#) [Business Solutions](#)

## FedEx Ship Manager®

[Logout](#)

[Help](#)

[Prepare Shipment](#) [Ship History](#) [My Lists](#) [Reports](#) [My Profile](#)

### Your Shipment Details

<b>From:</b>	MICHAEL R. WEISS EPSTEIN, TURNER & SONG, P.C. 777 S FIGUEROA ST STE 4950 LOS ANGELES, CA 90017 US 2138617487	<b>Package type:</b>	FedEx Envelope
		<b>Pickup/Drop Off:</b>	Use an already scheduled pickup at my location
		<b>Weight:</b>	0.30 LBS
		<b>Declared value:</b>	0.00 USD
		<b>Shipper account number:</b>	226051538
		<b>Bill transportation to:</b>	226051538
		<b>Courtesy rate quote:</b>	22.40
<b>To:</b>	ALAN PENNINGTON BRYAN PENDLETON SWATS & McALLISTER 5301 VIRGINIA WAY STE 400 N2636-040 BRENTWOOD, TN 370277542 US (615) 347-3352	<b>List rates:</b>	
		<b>Effective net discount:</b>	
		<b>Discounted variable %</b>	
		<b>Special services:</b>	
		<b>Shipment Purpose:</b>	
		<b>Shipment type:</b>	Express
		<b>Commercial/Residential Status:</b>	Commercial
<b>Tracking no:</b>	793430987417		
<b>Your reference:</b>	204-410-04		
<b>Ship date:</b>	04/08/2010		
<b>Service type:</b>	Standard Overnight		

[Return to History](#)

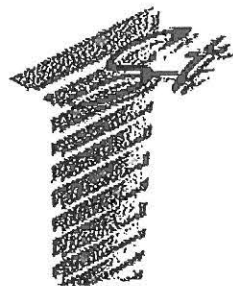
#### Please note :

\* The courtesy rate shown here may be different than the actual charges for your shipment. Differences may occur based on actual weight, dimensions, and other factors. Consult the applicable [FedEx Service Guide](#) or the FedEx Rate Sheets for details on how shipping charges are calculated.

FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$500, e.g., jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits; Consult the applicable FedEx Service Guide for details.

[Global Home](#) | [Small Business Center](#) | [Service Info](#) | [About FedEx](#) | [Investor Relations](#) | [Careers](#) | [fedex.com Terms of Use](#) | [Security & Privacy](#) | [Site Map](#) |  
This site is protected by copyright and trademark laws under US and International law. All rights reserved. © 1995-2010 FedEx





# First Legal Support Services

Los Angeles (213) 250-1111 • Fax (213) 250-1197  
Direct line to legal (213) 250-9111 • Fax (213) 250-1197  
Los Angeles (West) (310) 277-9111 • Fax (310) 277-9153  
Direct line to legal (310) 277-7101 • Fax (310) 277-9153  
Inland Empire (951) 779-1110 • Fax (951) 779-0100  
San Diego (619) 231-9111 • Fax (619) 231-1361  
San Francisco (415) 626-3111 • Fax (415) 626-1331  
Santa Ana (714) 541-1110 • Fax (714) 541-8182  
Sacramento (916) 444-5111 • Fax (916) 443-3111

## COURT FILING / COURT RESEARCH FORM

web address: [firstlegalsupport.com](http://firstlegalsupport.com)

CONTROL NO.

4609117

DATE:

4/8/10

### FIRM

NAME: Epstein, Turner & Song, P.C.  
777 S. Figueroa St., Suite 4950  
Los Angeles, CA 90017

PHONE: (213) 861-7487

FAX: (213) 861-7488

ATTY / SECRETARY: /MEB

EXT: 113

CLIENT MATTER / ATTY. CODE  
204-410-04

CASE NO:

BS123005

### DESTINATION / COURT:

Los Angeles Superior Court  
111 N. Hill Street. ROOM 112  
Los Angeles, California 90012

### DOCUMENTS

Minute Order dated 4/6/10

### Short Title of Case:

Insurance Commissioner v. Golden State  
Mutual Life Ins. Co.

### HEARING

SET FOR:

AT

DEPT/DIV



SELF ADDRESSED STAMPED  
ENVELOPE (S) ATTACHED

FEE

ATTACHED: \$

## PLEASE NOTE ANY SPECIFIC OR TIMELY FILING REQUIREMENTS

### COURT RESEARCH



ASAP RESEARCH  
(Immediate)



SAME DAY RESEARCH  
(Allow full day to obtain)



NEXT DAY RESEARCH  
(Allow two days to obtain)

### ON DEMAND FILINGS



SPEC FILE  
(Immediate)



ASAP FILE  
(Within 1 hour)



RUSH FILE  
(Within 2 hours)



REG FILE  
(Within 3-4 hours)

### COURT RUN



SAMEDAY  
(Filings Only)\*



NEXTDAY  
(Filings Only)\*

\*Per Agreement



FILE



ISSUE



SUBMIT



RESEARCH  
COPY REQUEST



CERTIFIED  
COPY



FORM  
REQUEST

OTHER:

Complete by: 4/8/10

### SPECIAL INSTRUCTIONS:

Please obtain FROM ROOM 112 a copy of the April 6, 2010 minute order issued by Judge Yaffe in Department 86 AND EMAIL IT TO ME TODAY at [meb@etslaw.com](mailto:meb@etslaw.com). Also, PLEASE EMAIL TO MICHAEL R. WEISS AT [mrw@etslaw.com](mailto:mrw@etslaw.com).

Thank you. Mary Ellen Bolton, ext. 113.

71.85



Package/Envelope   Freight   Expedited   Office/Print Services \*  
Ship >   Track >   Manage >   Business Solutions >

## FedEx Ship Manager®

[Logout](#)[Help](#)

Prepare Shipment   Ship History   My Lists   Reports   My Profile

## Your Shipment Details

<b>From:</b>	MICHAEL R. WEISS EPSTEIN, TURNER & SONG, P.C. 777 S FIGUEROA ST STE 4950 LOS ANGELES, CA 90017 US 2138617487	<b>Package type:</b>	FedEx Box
		<b>Pickup/Drop Off:</b>	Use an already scheduled pickup at my location
		<b>Weight:</b>	9 100 LBS
		<b>Declared value:</b>	0.00 USD
		<b>Shipper account number:</b>	226051538
		<b>Bill transportation to:</b>	226051538
		<b>Courtesy rate quote:*</b>	42.84
<b>To:</b>	JOE HOLLOWAY CRM USA HOLDINGS INC 2515 SOUTH RD FL 5 POUGHKEEPSIE, NY 126015465 US (845) 452-4100	<b>List rates:</b>	70.93
		<b>Effective net discount:</b>	
		<b>Discounted variable %</b>	
		<b>Special services:</b>	
		<b>Shipment Purpose:</b>	
		<b>Shipment type:</b>	Express
		<b>Commercial/Residential Status:</b>	Commercial
<b>Tracking no:</b>	798592794635		
<b>Your reference:</b>	204-410-04		
<b>Ship date:</b>	04/21/2010		
<b>Service type:</b>	Standard Overnight		

[Return to History](#)

## Please note :

\* The courtesy rate shown here may be different than the actual charges for your shipment. Differences may occur based on actual weight, dimensions, and other factors. Consult the applicable [FedEx Service Guide](#) or the FedEx Rate Sheets for details on how shipping charges are calculated.

FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$500, e.g., jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits; Consult the applicable FedEx Service Guide for details.



[Español](#) | [Customer Support](#) | [FedEx Locations](#) | [Search](#)

[Go](#)

[Package/Envelope](#)

[Freight](#)

[Expedited](#)

[Office/Print Services](#)

[Ship](#)

[Track](#)

[Manage](#)

[Business Solutions](#)

## FedEx Ship Manager®

[Logout](#)

[Help](#)

<a href="#">Prepare Shipment</a>	<a href="#">Ship History</a>	<a href="#">My Lists</a>	<a href="#">Reports</a>	<a href="#">My Profile</a>
----------------------------------	------------------------------	--------------------------	-------------------------	----------------------------

### Your Shipment Details

<b>From:</b>	MICHAEL R. WEISS EPSTEIN, TURNER & SONG, P.C. 777 S FIGUEROA ST STE 4950 LOS ANGELES, CA 90017 US 2138617487	<b>Package type:</b>	FedEx Envelope
		<b>Pickup/Drop Off:</b>	Use an already scheduled pickup at my location
		<b>Weight:</b>	0.30 LBS
		<b>Declared value:</b>	0.00 USD
		<b>Shipper account number:</b>	226051538
		<b>Bill transportation to:</b>	226051538
		<b>Courtesy rate quote:</b>	26.13
<b>To:</b>	WILLIAM BARRINGER  1006 BRETT CT CHARLOTTE, NC 282163021 US 8185995298	<b>List rates:</b>	
		<b>Effective net discount:</b>	
		<b>Discounted variable %</b>	
		<b>Special services:</b>	Residential delivery
		<b>Shipment Purpose:</b>	
		<b>Shipment type:</b>	Express
		<b>Commercial/Residential Status:</b>	Residential
<b>Tracking no:</b>	798610839105		
<b>Your reference:</b>	204-410-04		
<b>Ship date:</b>	04/27/2010		
<b>Service type:</b>	Standard Overnight		

[Return to History](#)

#### Please note :

\* The courtesy rate shown here may be different than the actual charges for your shipment. Differences may occur based on actual weight, dimensions, and other factors. Consult the applicable [FedEx Service Guide](#) or the FedEx Rate Sheets for details on how shipping charges are calculated.

FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$500, e.g., jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits; Consult the applicable FedEx Service Guide for details.

---

Enter An Invoice Number:  
Usage period: 04/01/2010 - 04/30/2010

Law Firm  
EPSTEIN TURNER & SONG  
LOS ANGELES, CA 90017

Client  
Client ID:204-410-04  
Enter a Client Name:  
Enter Address1:  
Enter Address2:  
City, State ZIP

**Westlaw Research Charges through 04/30/2010**

<u>Included Legal Research</u>		<u>Standard Charge</u>	<u>Client Charge</u>
4/7/2010	Westlaw Legal Research	\$28.00	\$0.52
4/12/2010	Westlaw Legal Research	\$1,109.45	\$20.70
4/26/2010	Westlaw Legal Research	\$98.00	\$1.83
4/28/2010	Westlaw Legal Research	\$112.00	\$2.09
4/29/2010	Westlaw Legal Research	\$149.40	\$2.79
4/30/2010	Westlaw Legal Research	\$44.40	\$0.83

Sub-total Included Charges	\$28.76
----------------------------	---------

Excluded Legal Research

	<u>Client Charge</u>
Sub-total Excluded Charges	\$0.00

Sub-total research Charges	\$28.76
----------------------------	---------

Tax Charge	\$0.00
------------	--------

Total Client Charge	\$28.76
---------------------	---------

---

204410 Insurance Commissioner  
04/30/2010 Photocopy (2,312 pages @ .10/page)

Invoice# 7186

Page 12  
231.20

04/30/2010 LexisNexis

132.50

04/30/2010 Westlaw

28.76

04/30/2010 Postage

51.02

\$746.96

JBH

0.20

150.00

\$30.00

JES

1.75

150.00

\$262.50

JMT

9.40

295.00

\$2,773.00

MRW

143.75

295.00

\$42,408.25

Billing Summary

Total professional services

\$45,471.75

Total expenses incurred

\$746.96

Total of new charges for this invoice

\$46,218.71

Total balance now due

\$46,218.71

**PAID**  
80714

I have reviewed  
+ approve this  
invoice.

Joe Holleney  
6-8-10

Approved  
WD

I HAVE  
REVIEWED AND THEN  
THE BILL FOR ACCURACY  
I APPROVE FOR PAYMENT.

Signature  
6/8/10

6/8/10

204410 Insurance Commissioner  
04/30/2010 Photocopy (2,312 pages @ .10/page)

Invoice# 7186

Page 12  
231.20

04/30/2010 LexisNexis

132.50

04/30/2010 Westlaw

28.76

04/30/2010 Postage

51.02

\$746.96

JBH

0.20

150.00

\$30.00

JES

1.75

150.00

\$262.50

JMT

9.40

295.00

\$2,773.00

MRW

143.75

295.00

\$42,406.25

Billing Summary

Total professional services

\$45,471.75

Total expenses incurred

\$746.96

Total of new charges for this invoice

-----  
\$46,218.71  
-----

Total balance now due

\$46,218.71

I HAVE  
REVIEWED AND TIED  
THE BILL FOR ACCURACY  
I ASSURE FOR PAYMENT.  
[Signature]  
4/8/10

204410 Insurance Commissioner  
05/25/2010 Attorney service (LASC)

Invoice# 7226

Page 11

7.50

05/31/2010 Photocopy (9,987 pages @ .10/page)

998.70 *H*

05/31/2010 Postage

274.33

\$2,261.91  
^

JMT

2.40

295.00

\$708.00 ✓

MRW

106.00

285.00

\$31,270.00 ✓

RLI

0.80

260.00

\$200.00 ✓

Billing Summary

Total professional services

\$32,178.00

Total expenses incurred

\$2,261.91

Total of new charges for this invoice

\$34,439.91

Total balance now due

\$34,439.91

OK to pay the invoice for payment.  
I HAVE REVIEWED  
THE BILL FOR  
ACCURACY AND RECOMMEND  
FOR PAYMENT.  
9/13/10

Joe Hollaway  
9-29-10

ulm  
9/29/10

105 OCT 2010  
81527

# Epstein, Turner & Song

777 S. Figueroa Street  
Suite 4950  
Los Angeles, CA 90017  
(213) 861-7487  
Tax ID 95-4673902

May 31, 2010

Golden State Mutual Life Insurance Company  
Scott Pearce  
Chief Estate Trust Officer  
1999 West Adams Blvd.  
Los Angeles, CA 90018

Invoice# 7226 MRW  
Our file# 204410 00004  
Billing through 05/31/2010

Golden State Mutual Life Insurance Company

Balance forward as of invoice dated April 30, 2010 \$46,218.71  
Payments received since last invoice 46,218.71

Accounts receivable balance carried forward \$0.00

## PROFESSIONAL SERVICES

05/03/2010	JMT	Review plan documents; revisions to memo to MRW	0.60 hrs.	177.00
05/03/2010	MRW	Phone conference with Holloway re status of pending death claims	0.25 hrs.	73.75
05/03/2010	MRW	Revise agreements, email to Patrik	0.50 hrs.	147.50
05/03/2010	MRW	Phone conference with Pearce re agreements and pending death claims	0.20 hrs.	59.00
05/03/2010	MRW	Evaluate J. Turner's memorandum re early retirement plan	0.50 hrs.	147.50
05/03/2010	MRW	Evaluate reinsurance list, emails with Pearce re same	0.20 hrs.	59.00
05/04/2010	JMT	Conference with MRW re ERISA reporting, filing and disclosure compliance issues; further review of pertinent case and statutory authority; supplement memo to address risk exposure	1.00 hrs.	295.00
05/04/2010	MRW	Phone conference with clients re issues on agreements	0.70 hrs.	206.50
05/04/2010	MRW	Phone conference with Nunnally re same	0.20 hrs.	59.00
05/04/2010	MRW	Evaluate Nunnally's revisions and emails re policy liabilities; Revise agreements re policy liabilities	0.70 hrs.	206.50
05/04/2010	MRW	Evaluate pending death claim information and spreadsheet from clients	0.20 hrs.	59.00
05/04/2010	MRW	Prepare email to Patrik and Greg re revised agreements; review response emails	0.30 hrs.	88.50
05/04/2010	MRW	Evaluate Patrik's email re status of agreements, Phone conference with Nunnally and Donovan	0.25 hrs.	73.75

*Reviewed  
Per contract  
not required to  
support to expense  
under  
new client  
9/13/20*



		re same		
05/04/2010	MRW	Phone conference with Holloway re same	0.25 hrs.	73.75
05/04/2010	MRW	Further evaluate issues re early retirement plan and ERISA requirements	0.50 hrs.	147.50
05/04/2010	MRW	Prepare notice of no opposition and declaration for Pearce re application to approve 2706 sale, prepare revised proposed order	1.50 hrs.	442.50
05/04/2010	MRW	Phone conference with Ed Wilson re status of Golden State, prepare email to clients re same	0.10 hrs.	29.50
05/04/2010	MRW	Phone conference with Pearce re sale of 2706 application, review declaration and signature from M. Smith, phone conference with Smith's secretary re same	0.25 hrs.	73.75
05/05/2010	MRW	Prepare letter to [REDACTED] attorney with benefits check and interest	0.20 hrs.	59.00
05/05/2010	MRW	Prepare letter to worker's comp attorney with declaration	0.20 hrs.	59.00
05/05/2010	MRW	Finalize notice of no opposition and proposed order re 2706 sale approval	0.20 hrs.	59.00
05/05/2010	MRW	Evaluate FAQ draft; phone conference with Donovan re revisions to FAQ draft	0.30 hrs.	88.50
05/05/2010	MRW	Phone conference with Robert re revisions to FAQ	0.10 hrs.	29.50
05/05/2010	MRW	Evaluate revisions to FAQ	0.25 hrs.	73.75
05/05/2010	MRW	Evaluate Patrik's email re agreements	0.10 hrs.	29.50
05/05/2010	MRW	Phone conference with Holloway re service agreement and exhibits	0.20 hrs.	59.00
05/05/2010	RLI	Review novation agreement.	0.50 hrs.	125.00
05/05/2010	RLI	Review assumption endorsement agreement.	0.30 hrs.	75.00
05/06/2010	JMT	Review GSM harassment policy and related correspondence in preparation for conference with MRW	0.40 hrs.	118.00
05/06/2010	MRW	Brief review of ex parte documents and notices	0.25 hrs.	73.75
05/06/2010	MRW	Evaluate and outline dates for filing ex parte and approval hearing	0.25 hrs.	73.75
05/06/2010	MRW	Phone conference with Donovan re ex parte and hearing approval timing	0.10 hrs.	29.50
05/06/2010	MRW	Evaluate emails re signing documents	0.20 hrs.	59.00
05/06/2010	MRW	Phone conference with Holloway re strategy on signing documents	0.20 hrs.	59.00
05/06/2010	MRW	Evaluate application for approval, start revisions	0.70 hrs.	206.50
05/06/2010	MRW	Phone conference with Nunnally re strategy for call with IA	0.20 hrs.	59.00
05/06/2010	MRW	Phone conference with clients and IA re agreements	0.75 hrs.	221.25

204410	Insurance Commissioner	Invoice# 7226	Page 3
05/06/2010	MRW	Finalize agreements, compile exhibits in pdfs, finalize tables, prepare email to clients and IA re same	3.00 hrs. 885.00
05/06/2010	MRW	Evaluate IA's revised letter to policyholders, respond	0.20 hrs. 59.00
05/06/2010	MRW	Phone conference with Holloway re service expenses	0.10 hrs. 29.50
05/06/2010	MRW	Phone conference with Nunnally re revisions to agreements after call with clients and IA	0.20 hrs. 59.00
05/06/2010	MRW	Evaluate MMI invoice from Todd	0.10 hrs. 29.50
05/07/2010	JMT	Conferences with MRW re revisions to Harassment policy; compliance with EEOC consent decree	0.40 hrs. 118.00
05/07/2010	MRW	Evaluate harassment policy, conferences with J. Turner re same, revise policy, phone conferences with Donovan re same, evaluate obligation under consent decree	1.00 hrs. 295.00
05/07/2010	MRW	Review emails from Morris re signatures, respond, forward signatures to clients	0.30 hrs. 88.50
05/07/2010	MRW	Review and respond to emails with M. Smith re ex parte	0.20 hrs. 59.00
05/07/2010	MRW	Prepare email to A. Pennington re ERISA issues	0.20 hrs. 59.00
05/07/2010	MRW	Respond to Morris's emails re signatures	0.10 hrs. 29.50
05/07/2010	MRW	Review status of Illinois Masonry case, prepare emails to Todd and plaintiff's counsel re same	0.30 hrs. 88.50
05/07/2010	MRW	Review and revise ex parte application, edit application for hearing on May 12	1.80 hrs. 531.00
05/07/2010	MRW	Prepare for 2706 hearing	0.30 hrs. 88.50
05/10/2010	MRW	Court - hearing on application for approval of 2706 sale	3.70 hrs. 1,091.50
05/10/2010	MRW	Phone conference with T. Donovan re 2706 sale	0.10 hrs. 29.50
05/10/2010	MRW	Review and respond to email from D. Wilson re ex parte	0.20 hrs. 59.00
05/10/2010	MRW	Phone conference with G. Morris re Novation Agreement	0.10 hrs. 29.50
05/10/2010	MRW	Prepare email to Wilson and Patrik re Novation Agreement	0.20 hrs. 59.00
05/10/2010	MRW	Further prepare ex parte documents, with notice, exhibits, declarations; prepare email to clients re same	2.00 hrs. 590.00
05/10/2010	MRW	Phone conferences with clients re revisions to ex parte documents, emails with M. Smith re same, revise	0.50 hrs. 147.50
05/10/2010	MRW	Prepare signed final versions of rehabilitation	1.00 hrs. 295.00

		agreement, assumption agreement and service agreement, with exhibits; email to clients and IA		
05/10/2010	MRW	Coordinate secretary re certified copy of order, conference with secretary re same, prepare email to clients re delay in getting order	0.20 hrs.	59.00
05/10/2010	MRW	Finalize letter re ex parte notice	0.20 hrs.	59.00
05/10/2010	MRW	Phone conference with L. Von Eschen re ex parte notice and mural status	0.20 hrs.	59.00
05/10/2010	MRW	Finalize ex parte papers	0.60 hrs.	177.00
05/11/2010	MRW	Prepare harassment policy and consent decree documents, prepare email to client re same	0.40 hrs.	118.00
05/11/2010	MRW	Finalize ex parte motion and documents; coordinate secretary re documents	0.90 hrs.	265.50
05/11/2010	MRW	Revise ex parte proposed order	0.25 hrs.	73.75
05/11/2010	MRW	Review case authorities for ex parte, prepare for hearing	0.75 hrs.	221.25
05/12/2010	MRW	Court hearing on ex parte	3.50 hrs.	1,032.50
05/12/2010	MRW	Evaluate letter and memo from Harrington re EEOC documents, phone conferences with S. Pearce, phone conference with Harrington re same	0.40 hrs.	118.00
05/12/2010	MRW	Finalize notice of OSC pleading and letter, email to Donovan	0.75 hrs.	221.25
05/12/2010	MRW	Evaluate emails re 2706 sale closing, phone conference with Donovan re same	0.20 hrs.	59.00
05/12/2010	MRW	Prepare notice of entry of order to show cause	0.70 hrs.	206.50
05/12/2010	MRW	Prepare notice of entry of Order approving 2706 sale	0.60 hrs.	177.00
05/12/2010	MRW	Evaluate court issues re getting order re approval of status report, further coordinate secretary	0.20 hrs.	59.00
05/12/2010	MRW	Evaluate email from Charlotte property re CAM charges, forward to client; review and respond to emails re same	0.20 hrs.	59.00
05/12/2010	MRW	Evaluate court order re status report, service requirements; phone conference with Pearce re service of COC holders; email client with order	0.30 hrs.	88.50
05/12/2010	MRW	Prepare notice of entry of Order re Status Report, email to Smith re same, finalize	0.75 hrs.	221.25
05/12/2010	MRW	Prepare email to clients and IA re ex parte approved and order	0.20 hrs.	59.00
05/12/2010	MRW	Prepare part of service list for Application to approve rehabilitation plan, contact PBGC	0.10 hrs.	29.50
05/12/2010	MRW	Phone conference with Holloway re retention bonus plans, Evaluate retention plans from	0.40 hrs.	118.00

		Holloway, prepare email to Holloway re same		
05/12/2010	MRW	Phone conference with clients re strategy on enforcement of settlement agreement	0.20 hrs.	59.00
05/12/2010	MRW	Coordinate secretary re notice of orders	0.20 hrs.	59.00
05/12/2010	MRW	Evaluate email from J. Murphy re charlotte lease, phone conference with Murphy re same	0.10 hrs.	29.50
05/13/2010	MRW	Phone conference with Oakland landlord's attorney re second Oakland lease standstill agreement, prepare agreement, prepare email to Landlord's attorney with agreement, prepare email to clients with agreement	0.75 hrs.	221.25
05/13/2010	MRW	Review West Adams lease re option, review and respond to J. Murphy email re check	0.20 hrs.	59.00
05/13/2010	MRW	Review proof of notice of OSC, phone conference with Todd re same	0.20 hrs.	59.00
05/13/2010	MRW	Coordinate secretary re service of status report order on COC holders	0.25 hrs.	73.75
05/13/2010	MRW	Evaluate proof of letter to interested persons, and emails re same, review emails from clients re same	0.25 hrs.	73.75
05/13/2010	MRW	Prepare application for approval of rehabilitation plan	3.00 hrs.	885.00
05/14/2010	MRW	Phone conference with Nunnally re court application	0.30 hrs.	88.50
05/14/2010	MRW	Evaluate email from Oakland landlord's attorney with signed agreement	0.10 hrs.	29.50
05/14/2010	MRW	Review proof of notice documents, prepare email to Donovan re same	0.20 hrs.	59.00
05/14/2010	MRW	Prepare Wilson declaration for court approval application, prepare Holloway declaration, review Court application	5.50 hrs.	1,622.50
05/17/2010	MRW	Review and revise Holloway declaration	1.00 hrs.	295.00
05/17/2010	MRW	Review and revise Wilson declaration	0.50 hrs.	147.50
05/17/2010	MRW	Prepare email to Morris re conference call	0.20 hrs.	59.00
05/17/2010	MRW	Phone conferences with J. Murphy re assets and liabilities	0.30 hrs.	88.50
05/17/2010	MRW	Further prepare court application for approval of Rehabilitation Plan, incorporate evidence cites into application, revise declarations, email to client	4.60 hrs.	1,357.00
05/17/2010	MRW	Prepare Guindon declaration, email Guindon re information for declaration	0.60 hrs.	177.00
05/17/2010	MRW	Review emails from Pearce re completion of court application, phone conference with Pearce re same	0.20 hrs.	59.00
05/17/2010	MRW	Prepare proposed order for court application	1.20 hrs.	354.00
05/17/2010	MRW	Review and respond to Morris' emails re	0.20 hrs.	59.00

		policy forms		
05/17/2010	MRW	Evaluate emails re Coudray property, prepare email re deed in lieu of foreclosure	0.25 hrs.	73.75
05/18/2010	MRW	Phone conference with IA American re policy forms, state approvals of assumption	0.50 hrs.	147.50
05/18/2010	MRW	Phone conference with Nunnally re same	0.20 hrs.	59.00
05/18/2010	MRW	Further evaluate GSM's interest in Illinois property, prepare email to Illinois counsel re same	0.20 hrs.	59.00
05/18/2010	MRW	Phone conference with clients re application and website	0.80 hrs.	236.00
05/18/2010	MRW	Revise application, Wilson, Holloway, Proposed Order; incorporate revisions from Pearce, Wilson, Holloway and Nunnally into documents, prepare exhibits, revise balance sheet, email clients with documents	5.50 hrs.	1,622.50
05/18/2010	MRW	Phone conference with Jennifer Murphy re changes to numbers	0.20 hrs.	59.00
05/18/2010	MRW	Phone conference with Holloway re same	0.20 hrs.	59.00
05/18/2010	MRW	Revise assumption endorsement; Emails to Patrik with revised assumption endorsement	0.50 hrs.	147.50
05/18/2010	MRW	Prepare Guindon declaration	0.80 hrs.	236.00
05/18/2010	MRW	Prepare letter to landlord re exercise of option, review first amendment to lease	0.50 hrs.	147.50
05/18/2010	MRW	Evaluate Final Order in Condemnation	0.20 hrs.	59.00
05/18/2010	MRW	Prepare proof of service for mailing company	0.50 hrs.	147.50
05/19/2010	MRW	Further prepare Conservator's application and documents for filing and posting on website; prepare application, table of contents, proposed order	3.50 hrs.	1,032.50
05/19/2010	MRW	Prepare declarations of Donovan, Weiss and Carver	2.50 hrs.	737.50
05/19/2010	MRW	Prepare exhibits and finalize Wilson declaration, Holloway declaration	0.75 hrs.	221.25
05/19/2010	MRW	Conferences with Donovan re revisions to declarations, revise declarations, prepare with exhibits	1.00 hrs.	295.00
05/19/2010	MRW	Phone conference with Todd re certified copy of 2706 Order, prepare letter to Escrow company re same	0.40 hrs.	118.00
05/19/2010	MRW	Phone conference with Todd re certified copy of 2706 Order, prepare letter to Escrow company re same	0.40 hrs.	118.00
05/19/2010	MRW	Prepare tables of contents for website	0.50 hrs.	147.50
05/19/2010	MRW	Prepare proof of service and list of Commissioners for service, review list of commissioners re addresses	1.20 hrs.	354.00

204410	Insurance Commissioner	Invoice# 7226	Page 7
05/19/2010	MRW	Confirm exhibit pdf and application pdfs, review pdfs of all documentst	1.50 hrs. 442.50
05/19/2010	MRW	Prepare emails to clients with pdfs of pleadings and exhibits	0.50 hrs. 147.50
05/20/2010	MRW	Finalize application documents, declarations of Donovan, Wilson and Carver, documents for website, revise summary for website, questions and answers, coordinate documents for website, add new MUDET Novation Agreement to filing and website documents	6.20 hrs. 1,829.00
05/20/2010	MRW	Coordinate conservator's application for filing	1.20 hrs. 354.00
05/20/2010	MRW	Phone conference with E. Safaie re option, prepare and respond to email from landlord's attorney re same and application	0.40 hrs. 118.00
05/20/2010	MRW	Further prepare and revise proofs of service for notice documents and documents to Insurance Commissioners	1.00 hrs. 295.00
05/20/2010	MRW	Phone confernece with Marta Smith re application	0.20 hrs. 59.00
05/20/2010	MRW	Review and respond to email from PBGC attorney re status of rehab	0.20 hrs. 59.00
05/20/2010	MRW	Phone conference with Alan Pennington re retirement plan	0.25 hrs. 73.75
05/21/2010	MRW	Phone conferences with Holloway re D&O insurance and approval by state	0.30 hrs. 88.50
05/21/2010	MRW	Phone conference with Nunnally	0.30 hrs. 88.50
05/21/2010	MRW	Phone conferences with Greg Morris re approvals by states and California	0.25 hrs. 73.75
05/21/2010	MRW	Review and respond to email re D&O insurance coverage	0.10 hrs. 29.50
05/21/2010	MRW	Phone conferences with Jack Hom and Rafael Gutierrez re approval by California; evaluate documents needed; review documents and Insurance website for 1011(c) filing	1.00 hrs. 295.00
05/21/2010	MRW	Review returned COC mailings, prepare list, coordinate sending notice documents to new addresses	1.20 hrs. 354.00
05/21/2010	MRW	Coordinate mailing of documents to insurance commissioner and employees and others	0.50 hrs. 147.50
05/21/2010	MRW	Review signed agreement with Oakland landlord, prepare emails to Oakland landlord attorney and clients with signed agreement	0.25 hrs. 73.75
05/24/2010	MRW	Prepare application and checklist for regulatory filing with California DOI	1.20 hrs. 354.00
05/24/2010	MRW	Phone conferences with Donovan re service on mortgage loan; coordinate secretary	0.30 hrs. 88.50
05/24/2010	MRW	Phone conferences with Donovan re service of	0.40 hrs. 118.00



		COC holders; review spreadsheet, email to secretary with instructions		
05/25/2010	MRW	Coordinate service and review proof of service on loan holders, revise, coordinate secretary	0.25 hrs.	73.75
05/25/2010	MRW	Coordinate service and review proof of service on coinsurance companies, prepare proof of service	0.50 hrs.	147.50
05/27/2010	MRW	Phone conference with Valerie Sarfaty re 1011c application	0.25 hrs.	73.75
05/27/2010	MRW	Phone conference with Pearce re DOI approval application and employment issues at company	0.40 hrs.	118.00
05/27/2010	MRW	Phone conference with Holloway re DOI approval application	0.20 hrs.	59.00
05/27/2010	MRW	Prepare application for DOI approval	0.40 hrs.	118.00
05/27/2010	MRW	Prepare application for DOI approval	3.50 hrs.	1,032.50
05/27/2010	MRW	Phone conference with Holloway re layoff issues	0.20 hrs.	59.00
05/27/2010	MRW	Review emails from Donovan re 2706 property and mailings	0.10 hrs.	29.50
05/28/2010	MRW	Evaluate emails from Pearce, Holloway re employee payment	0.20 hrs.	59.00
05/28/2010	MRW	Evaluate financial documents from J. Murphy for regulatory submission; prepare email to Murphy re annual statement	0.60 hrs.	177.00
05/28/2010	MRW	Further prepare application for regulatory approval	1.30 hrs.	383.50
05/28/2010	MRW	Prepare letter to Valerie Sarfaty re application and requested information	2.00 hrs.	590.00
				\$32,178.00

EXPENSES

04/28/2010	Federal Express (Verdun Arnaud)	16.35 ✓
04/28/2010	Federal Express (Gene Hale)	13.67 ✓
04/28/2010	Federal Express (James Harrison)	26.13 ✓
04/28/2010	Federal Express (L. Heard-Davis)	16.35 ✓
04/28/2010	Federal Express (Larkin Teasley)	16.35 ✓
04/28/2010	Federal Express (F. Wadibia)	16.35 ✓

204410 Insurance Commissioner  
04/28/2010 Federal Express (L. Van Eschen)

Invoice# 7226

Page 9

13.67 ✓

04/28/2010 Federal Express (R. Dobbin)

26.13 ✓

04/29/2010 Federal Express

43.34 ✓

04/30/2010 Federal Express (W. Barringer)

26.13 ✓

04/30/2010 Federal Express

9.38

05/04/2010 Federal Express

9.52

05/05/2010 Attorney service (LASC)

7.50

05/10/2010 Federal Express (Ronald Dorbin)

37.50 ✓

05/10/2010 Federal Express (James Harrison)

26.50 ✓

05/10/2010 Federal Express (L. Heard-Davis)

16.58 ✓

05/10/2010 Federal Express (L. Teasley)

16.58 ✓

05/10/2010 Federal Express (F. Wadibia)

16.58 ✓

05/10/2010 Federal Express (Verdun Arnaud)

16.58 ✓

05/10/2010 Federal Express (Gene Hale)

13.87 ✓

05/10/2010 Federal Express (L. Von Eschen)

13.87 ✓

05/10/2010 Parking

15.00

Under  
\$125



	204410 Insurance Commissioner	Invoice# 7226	Page 10
05/10/2010	Attorney service (Obtain minute order)		50.55 ✓
05/11/2010	Filing fee		40.00
05/11/2010	Attorney service (Obtain certified copy of minute prder)		77.15 ✓
05/11/2010	Attorney service (LASC)		7.50
05/12/2010	Parking		18.00
05/12/2010	Attorney service (Certified copy of minute order)		100.70 ✓
05/13/2010	Attorney service (LASC)		7.50 ✓
05/14/2010	Attorney service (Obtain certified copy of minute order)		81.60 ✓
05/19/2010	Federal Express (Dudley ventures)		20.11 ✓
05/20/2010	Federal Express (Chicago Title)		13.87 ✓
05/20/2010	Attorney service (LASC)		47.58 ✓
05/21/2010	Attorney service (LASC)		7.50 ✓
05/25/2010	Federal Express (Alhar Enterprise)		26.50 ✓
05/25/2010	Federal Express (Southern Financial Like)		23.78 ✓
05/25/2010	Federal Express (Swiss Reinsurance)		23.78 ✓
05/25/2010	Federal Express (Optimum Reinsurance)		21.33 ✓

204410 Insurance Commissioner  
05/25/2010 Attorney service (LASC)

Invoice# 7226

Page 11

7.50

05/31/2010 Photocopy (9,987 pages @ .10/page)

998.70 *1/2*

05/31/2010 Postage

274.33

\$2,261.91  
*^*

JMT

2.40

295.00

\$708.00

MRW

106.00

295.00

\$31,270.00

RLI

0.80

250.00

\$200.00

Billing Summary

Total professional services

\$32,178.00

Total expenses incurred

\$2,261.91

Total of new charges for this invoice

-----  
\$34,439.91  
-----  
*^*

Total balance now due

\$34,439.91

*REVIEWED  
I HAVE THE BILL FOR  
ACCURACY AND RECOMMEND  
THE INVOICE FOR PAYMENT.  
[Signature]  
9/13/10*



[Español](#) | [Customer Support](#) | [FedEx Locations](#) | [Search](#)

[Go](#)

[Package/Envelope](#)   [Freight](#)   [Expedited](#)   [Office/Print Services](#) \*  
[Ship](#) >   [Track](#) >   [Manage](#) >   [Business Solutions](#) >

## FedEx Ship Manager®

[Logout](#)

[Help](#)

<a href="#">Prepare Shipment</a>	<a href="#">Ship History</a>	<a href="#">My Lists</a>	<a href="#">Reports</a>	<a href="#">My Profile</a>
----------------------------------	------------------------------	--------------------------	-------------------------	----------------------------

### Your Shipment Details

<b>From:</b>	MICHAEL R. WEISS EPSTEIN, TURNER & SONG, P.C. 777 S FIGUEROA ST STE 4950 LOS ANGELES, CA 90017 US 2138617487	<b>Package type:</b>	FedEx Envelope
		<b>Pickup/Drop Off:</b>	Use an already scheduled pickup at my location
		<b>Weight:</b>	0.30 LBS
		<b>Declared value:</b>	0.00 USD
		<b>Shipper account number:</b>	226051538
		<b>Bill transportation to:</b>	226051538
		<b>Courtesy rate quote:*</b>	16.35 X
<b>To:</b>	VERDUN J. ARNAUD  2512 GLENDOWER AVE LOS ANGELES, CA 900271113 US (213) 861-7487	<b>List rates:</b>	
		<b>Effective net discount:</b>	
		<b>Discounted variable %</b>	
		<b>Special services:</b>	Residential delivery
		<b>Shipment Purpose:</b>	
		<b>Shipment type:</b>	Express
		<b>Commercial/Residential Status:</b>	Residential
<b>Tracking no:</b>	793492551746		
<b>Your reference:</b>	204-410-04		
<b>Ship date:</b>	04/28/2010		
<b>Service type:</b>	Standard Overnight		

[Print Shipment Details](#)

#### Please note :

\* The courtesy rate shown here may be different than the actual charges for your shipment. Differences may occur based on actual weight, dimensions, and other factors. Consult the applicable [FedEx Service Guide](#) or the FedEx Rate Sheets for details on how shipping charges are calculated.

FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$500, e.g., jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits; Consult the applicable FedEx Service Guide for details.

[Global Home](#) | [Small Business Center](#) | [Service Info](#) | [About FedEx](#) | [Investor Relations](#) | [Careers](#) | [fedex.com Terms of Use](#) | [Security & Privacy](#) | [Site Map](#) |  
This site is protected by copyright and trademark laws under US and International law. All rights reserved. © 1995- 2010 FedEx

[Español](#) | [Customer Support](#) | [FedEx Locations](#) | [Search](#)[Go](#)

[Package/Envelope](#)   [Freight](#)   [Expedited](#)   [Office/Print Services](#) \*  
[Ship](#) >   [Track](#) >   [Manage](#) >   [Business Solutions](#) >

FedEx Ship Manager®

[Logout](#)[Help](#)

[Prepare Shipment](#)   [Ship History](#)   [My Lists](#)   [Reports](#)   [My Profile](#)

## Your Shipment Details

<b>From:</b>	MICHAEL R. WEISS EPSTEIN, TURNER & SONG, P.C. 777 S FIGUEROA ST STE 4950 LOS ANGELES, CA 90017 US 2138817487	<b>Package type:</b>	FedEx Envelope
		<b>Pickup/Drop Off:</b>	Use an already scheduled pickup at my location
		<b>Weight:</b>	0.30 LBS
		<b>Declared value:</b>	0.00 USD
		<b>Shipper account number:</b>	226051538
		<b>Bill transportation to:</b>	226051538
		<b>Courtesy rate quote:*</b>	13.67
<b>To:</b>	GENE HALE  1875 W REDONDO BEACH BLVD STE 102 GARDENA, CA 902473627 US (213) 861-7487	<b>List rates:</b>	
		<b>Effective net discount:</b>	
		<b>Discounted variable %</b>	
		<b>Special services:</b>	
		<b>Shipment Purpose:</b>	
		<b>Shipment type:</b>	Express
		<b>Commercial/Residential Status:</b>	Commercial
<b>Tracking no:</b>	793492619871		
<b>Your reference:</b>	204-410-04		
<b>Ship date:</b>	04/28/2010		
<b>Service type:</b>	Standard Overnight		

## Please note :

\* The courtesy rate shown here may be different than the actual charges for your shipment. Differences may occur based on actual weight, dimensions, and other factors. Consult the applicable [FedEx Service Guide](#) or the FedEx Rate Sheets for details on how shipping charges are calculated.

FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$500, e.g., jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits; Consult the applicable FedEx Service Guide for details.

[Global Home](#) | [Small Business Center](#) | [Service Info](#) | [About FedEx](#) | [Investor Relations](#) | [Careers](#) | [fedex.com Terms of Use](#) | [Security & Privacy](#) | [Site Map](#) |  
This site is protected by copyright and trademark laws under US and International law. All rights reserved. © 1995-2010 FedEx



[Español](#) | [Customer Support](#) | [FedEx Locations](#) | [Search](#)

[Go](#)

[Package/Envelope](#)   [Freight](#)   [Expedited](#)   [Office/Print Services](#) ★  
[Ship](#) ▶   [Track](#) ▶   [Manage](#) ▶   [Business Solutions](#) ▶

## FedEx Ship Manager®

[Logout](#)

[Help](#)

[Prepare Shipment](#) | [Ship History](#) | [My Lists](#) | [Reports](#) | [My Profile](#)

### Your Shipment Details

<b>From:</b>	MICHAEL R. WEISS EPSTEIN, TURNER & SONG, P.C. 777 S FIGUEROA ST STE 4950 LOS ANGELES, CA 90017 US 2138817487	<b>Package type:</b>	FedEx Envelope
		<b>Pickup/Drop Off:</b>	Use an already scheduled pickup at my location
		<b>Weight:</b>	0.30 LBS
		<b>Declared value:</b>	0.00 USD
		<b>Shipper account number:</b>	228051538
		<b>Bill transportation to:</b>	228051538
		<b>Courtesy rate quote:*</b>	28.13 ✓
<b>To:</b>	JAMES C HARRISON  3785 SHERBROOK CT COLLEGE PARK, GA 303491445 US (213) 861-7487	<b>List rates:</b>	
		<b>Effective net discount:</b>	
		<b>Discounted variable %</b>	
		<b>Special services:</b>	Residential delivery
		<b>Shipment Purpose:</b>	
		<b>Shipment type:</b>	Express
		<b>Commercial/Residential Status:</b>	Residential
<b>Tracking no:</b>	793492683262		
<b>Your reference:</b>	204-410-04		
<b>Ship date:</b>	04/28/2010		
<b>Service type:</b>	Standard Overnight		

#### Please note :

\* The courtesy rate shown here may be different than the actual charges for your shipment. Differences may occur based on actual weight, dimensions, and other factors. Consult the applicable [FedEx Service Guide](#) or the FedEx Rate Sheets for details on how shipping charges are calculated.

FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$500, e.g., jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits; Consult the applicable FedEx Service Guide for details.

[Global Home](#) | [Small Business Center](#) | [Service Info](#) | [About FedEx](#) | [Investor Relations](#) | [Careers](#) | [fedex.com Terms of Use](#) | [Security & Privacy](#) | [Site Map](#) |  
This site is protected by copyright and trademark laws under US and International law. All rights reserved. © 1995-2010 FedEx

[Español](#) | [Customer Support](#) | [FedEx Locations](#) | [Search](#)[Go](#)[Package/Envelope](#)   [Freight](#)   [Expedited](#)   [Office/Print Services](#) \*  
[Ship](#) >   [Track](#) >   [Manage](#) >   [Business Solutions](#) >

## FedEx Ship Manager®

[Logout](#)[Help](#)

<a href="#">Prepare Shipment</a>	<a href="#">Ship History</a>	<a href="#">My Lists</a>	<a href="#">Reports</a>	<a href="#">My Profile</a>
----------------------------------	------------------------------	--------------------------	-------------------------	----------------------------

## Your Shipment Details

<b>From:</b>	MICHAEL R. WEISS EPSTEIN, TURNER & SONG, P.C. 777 S FIGUEROA ST STE 4850 LOS ANGELES, CA 90017 US 2138617487	<b>Package type:</b>	FedEx Envelope
		<b>Pickup/Drop Off:</b>	Use an already scheduled pickup at my location
		<b>Weight:</b>	0.30 LBS
		<b>Declared value:</b>	0.00 USD
		<b>Shipper account number:</b>	228051538
		<b>Bill transportation to:</b>	228051538
		<b>Courtesy rate quote:*</b>	16.35 ✓
<b>To:</b>	MS LONEAR W HEARD- DAVIS  4900 LINCOLNSHIRE AVE BUENA PARK, CA 908211021 US (213) 861-7487	<b>List rates:</b>	
		<b>Effective net discount:</b>	
		<b>Discounted variable %</b>	
		<b>Special services:</b>	Residential delivery
		<b>Shipment Purpose:</b>	
		<b>Shipment type:</b>	Express
		<b>Commercial/Residential Status:</b>	Residential
<b>Tracking no:</b>	793492698758		
<b>Your reference:</b>	204-410-04		
<b>Ship date:</b>	04/28/2010		
<b>Service type:</b>	Standard Overnight		

## Please note :

\* The courtesy rate shown here may be different than the actual charges for your shipment. Differences may occur based on actual weight, dimensions, and other factors. Consult the applicable [FedEx Service Guide](#) or the FedEx Rate Sheets for details on how shipping charges are calculated.

FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$500, e.g., jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits; Consult the applicable FedEx Service Guide for details.

[Global Home](#) | [Small Business Center](#) | [Service Info](#) | [About FedEx](#) | [Investor Relations](#) | [Careers](#) | [fedex.com Terms of Use](#) | [Security & Privacy](#) | [Site Map](#) |  
This site is protected by copyright and trademark laws under US and International law. All rights reserved. © 1995-2010 FedEx



[Español](#) | [Customer Support](#) | [FedEx Locations](#) | [Search](#)

[Go](#)

[Package/Envelope](#)   [Freight](#)   [Expedited](#)   [Office/Print Services \\*](#)  
[Ship >](#)   [Track >](#)   [Manage >](#)   [Business Solutions >](#)

## FedEx Ship Manager®

[Logout](#)

[Help](#)

<a href="#">Prepare Shipment</a>	<a href="#">Ship History</a>	<a href="#">My Lists</a>	<a href="#">Reports</a>	<a href="#">My Profile</a>
----------------------------------	------------------------------	--------------------------	-------------------------	----------------------------

### Your Shipment Details

<b>From:</b>	MICHAEL R. WEISS EPSTEIN, TURNER & SONG, P.C. 777 S FIGUEROA ST STE 4950 LOS ANGELES, CA 90017 US 2138617487	<b>Package type:</b>	FedEx Envelope
		<b>Pickup/Drop Off:</b>	Use an already scheduled pickup at my location
		<b>Weight:</b>	0.30 LBS
		<b>Declared value:</b>	0.00 USD
		<b>Shipper account number:</b>	226051538
		<b>Bill transportation to:</b>	226051538
		<b>Courtesy rate quote:*</b>	16.35 ✓
<b>To:</b>	LARKIN TEASLEY  4581 DON MILAGRO DR LOS ANGELES, CA 900082851 US (213) 861-7487	<b>List rates:</b>	
		<b>Effective net discount:</b>	
		<b>Discounted variable %</b>	
		<b>Special services:</b>	Residential delivery
		<b>Shipment Purpose:</b>	
		<b>Shipment type:</b>	Express
		<b>Commercial/Residential Status:</b>	Residential
<b>Tracking no:</b>	793492724314		
<b>Your reference:</b>	204-410-04		
<b>Ship date:</b>	04/28/2010		
<b>Service type:</b>	Standard Overnight		

#### Please note :

\* The courtesy rate shown here may be different than the actual charges for your shipment. Differences may occur based on actual weight, dimensions, and other factors. Consult the applicable [FedEx Service Guide](#) or the FedEx Rate Sheets for details on how shipping charges are calculated.

FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$500, e.g., jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits; Consult the applicable FedEx Service Guide for details.

[Global Home](#) | [Small Business Center](#) | [Service Info](#) | [About FedEx](#) | [Investor Relations](#) | [Careers](#) | [fedex.com Terms of Use](#) | [Security & Privacy](#) | [Site Map](#)  
This site is protected by copyright and trademark laws under US and International law. All rights reserved. © 1995-2010 FedEx



[Español](#) | [Customer Support](#) | [FedEx Locations](#) | [Search](#)

[Go](#)

[Package/Envelope](#)   [Freight](#)   [Expedited](#)   [Office/Print Services](#) ✱  
[Ship](#) >   [Track](#) >   [Manage](#) >   [Business Solutions](#) >

## FedEx Ship Manager®

[Logout](#)

[Help](#)

[Prepare Shipment](#)   [Ship History](#)   [My Lists](#)   [Reports](#)   [My Profile](#)

### Your Shipment Details

<b>From:</b>	MICHAEL R. WEISS EPSTEIN, TURNER & SONG, P.C. 777 S FIGUEROA ST STE 4950 LOS ANGELES, CA 90017 US 2138617487	<b>Package type:</b>	FedEx Envelope
		<b>Pickup/Drop Off:</b>	Use an already scheduled pickup at my location
		<b>Weight:</b>	0.30 LBS
		<b>Declared value:</b>	0.00 USD
		<b>Shipper account number:</b>	226051538
		<b>Bill transportation to:</b>	226051538
		<b>Courtesy rate quote:*</b>	13.67
<b>To:</b>	FREDERICK E WADIBIA  11280 OVERLAND AVE APT 11A CULVER CITY, CA 90230 US (213) 861-7487	<b>List rates:</b>	
		<b>Effective net discount:</b>	
		<b>Discounted variable %</b>	
		<b>Special services:</b>	
		<b>Shipment Purpose:</b>	
		<b>Shipment type:</b>	Express
		<b>Commercial/Residential Status:</b>	Commercial
<b>Tracking no:</b>	793492767832		
<b>Your reference:</b>	204-410-04		
<b>Ship date:</b>	04/28/2010		
<b>Service type:</b>	Standard Overnight		

#### Please note :

\* The courtesy rate shown here may be different than the actual charges for your shipment. Differences may occur based on actual weight, dimensions, and other factors. Consult the applicable [FedEx Service Guide](#) or the FedEx Rate Sheets for details on how shipping charges are calculated.

FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$500, e.g., jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits; Consult the applicable FedEx Service Guide for details.

[Global Home](#) | [Small Business Center](#) | [Service Info](#) | [About FedEx](#) | [Investor Relations](#) | [Careers](#) | [fedex.com Terms of Use](#) | [Security & Privacy](#) | [Site Map](#) |  
This site is protected by copyright and trademark laws under US and International law. All rights reserved. © 1995- 2010 FedEx





[Español](#) | [Customer Support](#) | [FedEx Locations](#) | [Search](#)

[Go](#)

[Package/Envelope](#)   [Freight](#)   [Expedited](#)   [Office/Print Services \\*](#)  
[Ship](#)   [Track](#)   [Manage](#)   [Business Solutions](#)

## FedEx Ship Manager®

[Logout](#)

[Help](#)

<a href="#">Prepare Shipment</a>	<a href="#">Ship History</a>	<a href="#">My Lists</a>	<a href="#">Reports</a>	<a href="#">My Profile</a>
----------------------------------	------------------------------	--------------------------	-------------------------	----------------------------

### Your Shipment Details

<b>From:</b>	MICHAEL R. WEISS EPSTEIN, TURNER & SONG, P.C. 777 S FIGUEROA ST STE 4950 LOS ANGELES, CA 90017 US 2138617487	<b>Package type:</b>	FedEx Envelope
		<b>Pickup/Drop Off:</b>	Use an already scheduled pickup at my location
		<b>Weight:</b>	0.30 LBS
		<b>Declared value:</b>	0.00 USD
		<b>Shipper account number:</b>	226051538
		<b>Bill transportation to:</b>	226051538
		<b>Courtesy rate quote:*</b>	13.67 ✓
<b>To:</b>	LISA VON ESCHEN ABELSON HERRON LLP 333 S GRAND AVE STE 1550 LOS ANGELES, CA 900711519 US (213) 402-1900	<b>List rates:</b>	
		<b>Effective net discount:</b>	
		<b>Discounted variable %</b>	
		<b>Special services:</b>	
		<b>Shipment Purpose:</b>	
		<b>Shipment type:</b>	Express
		<b>Commercial/Residential Status:</b>	Commercial
<b>Tracking no:</b>	793492818388		
<b>Your reference:</b>	204-410-04		
<b>Ship date:</b>	04/28/2010		
<b>Service type:</b>	Standard Overnight		

#### Please note :

\* The courtesy rate shown here may be different than the actual charges for your shipment. Differences may occur based on actual weight, dimensions, and other factors. Consult the applicable [FedEx Service Guide](#) or the FedEx Rate Sheets for details on how shipping charges are calculated.

FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$500, e.g., jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits; Consult the applicable FedEx Service Guide for details.

[Global Home](#) | [Small Business Center](#) | [Service Info](#) | [About FedEx](#) | [Investor Relations](#) | [Careers](#) | [fedex.com](#) | [Terms of Use](#) | [Security & Privacy](#) | [Site Map](#)  
This site is protected by copyright and trademark laws under US and International law. All rights reserved. © 1995-2010 FedEx



[Español](#) | [Customer Support](#) | [FedEx Locations](#) | [Search](#)

[Go](#)

[Package/Envelope](#) | [Freight](#) | [Expedited](#) | [Office/Print Services](#) ✱  
[Ship](#) > | [Track](#) > | [Manage](#) > | [Business Solutions](#) >

## FedEx Ship Manager®

[Logout](#)

[Help](#)

[Prepare Shipment](#) | [Ship History](#) | [My Lists](#) | [Reports](#) | [My Profile](#)

### Your Shipment Details

<b>From:</b>	MICHAEL R. WEISS EPSTEIN, TURNER & SONG, P.C. 777 S FIGUEROA ST STE 4950 LOS ANGELES, CA 90017 US 2138617487	<b>Package type:</b>	FedEx Envelope
		<b>Pickup/Drop Off:</b>	Use an already scheduled pickup at my location
		<b>Weight:</b>	0.30 LBS
		<b>Declared value:</b>	0.00 USD
		<b>Shipper account number:</b>	228051538
		<b>Bill transportation to:</b>	226051538
		<b>Courtesy rate quote:*</b>	23.45
<b>To:</b>	RONALD R DOBBIN  7730 MORGAN LN LAVEROCK, PA 190387234 US (213) 861-7487	<b>List rates:</b>	26.13 ✓
		<b>Effective net discount:</b>	
		<b>Discounted variable %</b>	
		<b>Special services:</b>	
		<b>Shipment Purpose:</b>	
		<b>Shipment type:</b>	Express
		<b>Commercial/Residential Status:</b>	Commercial
<b>Tracking no:</b>	798814469818		
<b>Your reference:</b>	204-410-04		
<b>Ship date:</b>	04/28/2010		
<b>Service type:</b>	Standard Overnight		

#### Please note :

\* The courtesy rate shown here may be different than the actual charges for your shipment. Differences may occur based on actual weight, dimensions, and other factors. Consult the applicable [FedEx Service Guide](#) or the FedEx Rate Sheets for details on how shipping charges are calculated.

FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$500, e.g., jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits; Consult the applicable FedEx Service Guide for details.

[Global Home](#) | [Small Business Center](#) | [Service Info](#) | [About FedEx](#) | [Investor Relations](#) | [Careers](#) | [fedex.com Terms of Use](#) | [Security & Privacy](#) | [Site Map](#) |  
This site is protected by copyright and trademark laws under US and International law. All rights reserved. © 1995-2010 FedEx

## Detailed Results

[Printer-Friendly](#)[Get Link](#)[Help](#)

Enter tracking number

Detailed Results

Notifications

(MEB) 43.34 ✓

Tracking no.: 406118791394

Select time format: 12H | 24H

[E-mail notifications](#)**Delivered**

Initiated Picked up In transit Delivered

Delivered  
Signed for by: L.ESTROM

## Shipment Dates

Ship date: Apr 29, 2010

Delivery date: Apr 30, 2010 10:00 AM

## Destination

LOS ANGELES, CA

[Signature Proof of Delivery](#)

## Shipment Facts

[Help](#)

Service type	Priority Pak	Delivered to	Receptionist/Front Desk
Weight	1.0 lbs/5 kg	Reference	798614469818/PER SHPR/PER TRACE
		Invoice number	798614469818/PER SHPR/PER TRAC

## Shipment Travel History

[Help](#)

Select time zone: Local Scan Time

All shipment travel activity is displayed in local time for the location

Date/Time	Activity	Location	Details
Apr 30, 2010 10:00 AM	Delivered	LOS ANGELES, CA	
Apr 30, 2010 8:45 AM	On FedEx vehicle for delivery	LOS ANGELES, CA	
Apr 30, 2010 7:19 AM	At local FedEx facility	LOS ANGELES, CA	
Apr 30, 2010 4:46 AM	At dest sort facility	LOS ANGELES, CA	
Apr 30, 2010 2:59 AM	Departed FedEx location	MEMPHIS, TN	
Apr 30, 2010 1:15 AM	Arrived at FedEx location	MEMPHIS, TN	
Apr 29, 2010 8:35 PM	Left FedEx origin facility	FORT WASHINGTON, PA	
Apr 29, 2010 1:40 PM	Shipment information sent to FedEx		
Apr 29, 2010 2:15 PM	Picked up	FORT WASHINGTON, PA	

Global Home | Small Business Center | Service Info | About FedEx | Investor Relations | Careers | [fedex.com](#) Terms of Use | Privacy Policy | Site Map  
 This site is protected by copyright and trademark laws under US and International law. All rights reserved. © 1995- 2010 FedEx

[Español](#) | [Customer Support](#) | [FedEx Locations](#) | [Search](#)[Go](#)[Package/Envelope](#)   [Freight](#)   [Expedited](#)   [Office/Print Services](#) ★  
[Ship](#) >   [Track](#) >   [Manage](#) >   [Business Solutions](#) >

## FedEx Ship Manager®

[Logout](#)[Help](#)

<a href="#">Prepare Shipment</a>	<a href="#">Ship History</a>	<a href="#">My Lists</a>	<a href="#">Reports</a>	<a href="#">My Profile</a>
----------------------------------	------------------------------	--------------------------	-------------------------	----------------------------

## Your Shipment Details

<b>From:</b>	MICHAEL R. WEISS EPSTEIN, TURNER & SONG, P.C. 777 S FIGUEROA ST STE 4950 LOS ANGELES, CA 90017 US 2138617487	<b>Package type:</b>	FedEx Envelope
		<b>Pickup/Drop Off:</b>	Use an already scheduled pickup at my location
		<b>Weight:</b>	0.30 LBS
		<b>Declared value:</b>	0.00 USD
		<b>Shipper account number:</b>	228051538
		<b>Bill transportation to:</b>	228051538
		<b>Courtesy rate quote:</b>	28.13 ✓
<b>To:</b>	WILLIAM BARRINGER  1006 BRETT CT CHARLOTTE, NC 282163021 US 8185995296	<b>List rates:</b>	
		<b>Effective net discount:</b>	
		<b>Discounted variable %</b>	
		<b>Special services:</b>	Residential delivery
		<b>Shipment Purpose:</b>	
		<b>Shipment type:</b>	Express
		<b>Commercial/Residential Status:</b>	Residential
<b>Tracking no:</b>	798622286777		
<b>Your reference:</b>	204-410-04		
<b>Ship date:</b>	04/30/2010		
<b>Service type:</b>	Standard Overnight		

[Back](#)   [Cancel](#)   [Return to History](#)

## Please note :

\* The courtesy rate shown here may be different than the actual charges for your shipment. Differences may occur based on actual weight, dimensions, and other factors. Consult the applicable [FedEx Service Guide](#) or the FedEx Rate Sheets for details on how shipping charges are calculated.

FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$500, e.g., jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits; Consult the applicable FedEx Service Guide for details.

[Global Home](#) | [Small Business Center](#) | [Service Info](#) | [About FedEx](#) | [Investor Relations](#) | [Careers](#) | [fedex.com Terms of Use](#) | [Security & Privacy](#) | [Site Map](#) |  
This site is protected by copyright and trademark laws under US and International law. All rights reserved. © 1995-2010 FedEx



[Español](#) | [Customer Support](#) | [FedEx Locations](#) | [Search](#)

[Go](#)

[Package/Envelope](#)   [Freight](#)   [Expedited](#)   [Office/Print Services](#) ✱  
[Ship](#) >   [Track](#) >   [Manage](#) >   [Business Solutions](#) >

## FedEx Ship Manager®

[Logout](#)

[Help](#)

<a href="#">Prepare Shipment</a>	<a href="#">Ship History</a>	<a href="#">My Lists</a>	<a href="#">Reports</a>	<a href="#">My Profile</a>
----------------------------------	------------------------------	--------------------------	-------------------------	----------------------------

### Your Shipment Details

<b>From:</b>	MICHAEL R. WEISS EPSTEIN, TURNER & SONG, P.C. 777 S FIGUEROA ST STE 4950 LOS ANGELES, CA 90017 US 2138617487	<b>Package type:</b> <b>Pickup/Drop Off:</b> <b>Weight:</b> <b>Declared value:</b> <b>Shipper account number:</b> <b>Bill transportation to:</b> <b>Courtesy rate quote:*</b> <b>List rates:</b> <b>Effective net discount:</b> <b>Discounted variable %</b> <b>Special services:</b> <b>Shipment Purpose:</b> <b>Shipment type:</b> <b>Commercial/Residential Status:</b>	FedEx Envelope Use an already scheduled pickup at my location 0.30 LBS 0.00 USD 226051638 226051638 23.78       Express Commercial
<b>To:</b>	RONALD R DOBBIN  7730 MORGAN LN LAVEROCK, PA 190387234 US 2138617487		
<b>Tracking no:</b>	793528393123		
<b>Your reference:</b>	204-410-04		
<b>Ship date:</b>	05/10/2010		
<b>Service type:</b>	Standard Overnight		

[Print](#) [Email](#) [Return to history](#)

#### Please note :

\* The courtesy rate shown here may be different than the actual charges for your shipment. Differences may occur based on actual weight, dimensions, and other factors. Consult the applicable [FedEx Service Guide](#) or the FedEx Rate Sheets for details on how shipping charges are calculated.

FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$500, e.g., jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits; Consult the applicable FedEx Service Guide for details.

[Global Home](#) | [Small Business Center](#) | [Service Info](#) | [About FedEx](#) | [Investor Relations](#) | [Careers](#) | [fedex.com Terms of Use](#) | [Security & Privacy](#) | [Site Map](#) |  
This site is protected by copyright and trademark laws under US and International law. All rights reserved. © 1995-2010 FedEx

[Español](#) | [Customer Support](#) | [FedEx Locations](#) | [Search](#)[Go](#)[Package/Envelope](#) | [Freight](#) | [Expedited](#) | [Office/Print Services](#) \*  
[Ship](#) > | [Track](#) > | [Manage](#) > | [Business Solutions](#) >**FedEx Ship Manager®**[Logout](#)[Help](#)

<a href="#">Prepare Shipment</a>	<a href="#">Ship History</a>	<a href="#">My Lists</a>	<a href="#">Reports</a>	<a href="#">My Profile</a>
----------------------------------	------------------------------	--------------------------	-------------------------	----------------------------

**Your Shipment Details**

<b>From:</b>	MICHAEL R. WEISS EPSTEIN, TURNER & SONG, P.C. 777 S FIGUEROA ST STE 4950 LOS ANGELES, CA 90017 US 2138617487	<b>Package type:</b>	FedEx Envelope
		<b>Pickup/Drop Off:</b>	Use an already scheduled pickup at my location
		<b>Weight:</b>	0.30 LBS
		<b>Declared value:</b>	0.00 USD
		<b>Shipper account number:</b>	226051538
		<b>Bill transportation to:</b>	226051538
		<b>Courtesy rate quote:*</b>	28.50 ✓
		<b>List rates:</b>	
		<b>Effective net discount:</b>	
		<b>Discounted variable %</b>	
		<b>Special services:</b>	Residential delivery
		<b>Shipment Purpose:</b>	
		<b>Shipment type:</b>	Express
		<b>Commercial/Residential Status:</b>	Residential
<b>To:</b>	JAMES C HARRISON 3785 SHERBROOK CT COLLEGE PARK, GA 303491445 US 2138617487		
<b>Tracking no:</b>	793528397313		
<b>Your reference:</b>	204-410-04		
<b>Ship date:</b>	05/10/2010		
<b>Service type:</b>	Standard Overnight		

[Previous](#) | [Next](#) | [Return to History](#)**Please note :**

\* The courtesy rate shown here may be different than the actual charges for your shipment. Differences may occur based on actual weight, dimensions, and other factors. Consult the applicable [FedEx Service Guide](#) or the FedEx Rate Sheets for details on how shipping charges are calculated.

FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$500, e.g., jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits; Consult the applicable FedEx Service Guide for details.

[Global Home](#) | [Small Business Center](#) | [Service Info](#) | [About FedEx](#) | [Investor Relations](#) | [Careers](#) | [tedex.com](#) | [Terms of Use](#) | [Security & Privacy](#) | [Site Map](#)  
This site is protected by copyright and trademark laws under US and International law. All rights reserved. © 1995-2010 FedEx



[Español](#) | [Customer Support](#) | [FedEx Locations](#) | [Search](#)

[Go](#)

[Package/Envelope](#)   [Freight](#)   [Expedited](#)   [Office/Print Services](#) ✱  
[Ship](#) ▶   [Track](#) ▶   [Manage](#) ▶   [Business Solutions](#) ▶

## FedEx Ship Manager®

[Logout](#)

[Help](#)

<a href="#">Prepare Shipment</a>	<a href="#">Ship History</a>	<a href="#">My Lists</a>	<a href="#">Reports</a>	<a href="#">My Profile</a>
----------------------------------	------------------------------	--------------------------	-------------------------	----------------------------

### Your Shipment Details

<b>From:</b>	MICHAEL R. WEISS EPSTEIN, TURNER & SONG, P.C. 777 S FIGUEROA ST STE 4950 LOS ANGELES, CA 90017 US 2138617487	<b>Package type:</b>	FedEx Envelope
		<b>Pickup/Drop Off:</b>	Use an already scheduled pickup at my location
		<b>Weight:</b>	0.30 LBS
		<b>Declared value:</b>	0.00 USD
		<b>Shipper account number:</b>	228051538
		<b>Bill transportation to:</b>	228051538
		<b>Courtesy rate quote:*</b>	18.58 ✓
<b>To:</b>	MS LONEAR W HEARD- DAVIS  4900 LINCOLNSHIRE AVE BUENA PARK, CA 906211021 US 2138617487	<b>List rates:</b>	
		<b>Effective net discount:</b>	
		<b>Discounted variable %</b>	
		<b>Special services:</b>	Residential delivery
		<b>Shipment Purpose:</b>	
		<b>Shipment type:</b>	Express
		<b>Commercial/Residential Status:</b>	Residential
<b>Tracking no:</b>	793528399728		
<b>Your reference:</b>	204-410-04		
<b>Ship date:</b>	05/10/2010		
<b>Service type:</b>	Standard Overnight		

[Print](#)   [PDF](#)   [Return to history](#)

#### Please note :

\* The courtesy rate shown here may be different than the actual charges for your shipment. Differences may occur based on actual weight, dimensions, and other factors. Consult the applicable [FedEx Service Guide](#) or the FedEx Rate Sheets for details on how shipping charges are calculated.

FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$500. e.g., jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits; Consult the applicable FedEx Service Guide for details.

[Global Home](#) | [Small Business Center](#) | [Service Info](#) | [About FedEx](#) | [Investor Relations](#) | [Careers](#) | [fedex.com](#) | [Terms of Use](#) | [Security & Privacy](#) | [Site Map](#) |  
This site is protected by copyright and trademark laws under US and International law. All rights reserved. © 1995- 2010 FedEx



[Español](#) | [Customer Support](#) | [FedEx Locations](#) | [Search](#)

[Go](#)

[Package/Envelope](#)   [Freight](#)   [Expedited](#)   [Office/Print Services](#) ★  
[Ship](#) ▶   [Track](#) ▶   [Manage](#) ▶   [Business Solutions](#) ▶

FedEx Ship Manager®

[Logout](#)

[Help](#)

[Prepare Shipment](#)   [Ship History](#)   [My Lists](#)   [Reports](#)   [My Profile](#)

### Your Shipment Details

<b>From:</b>	MICHAEL R. WEISS EPSTEIN, TURNER & SONG, P.C. 777 S FIGUEROA ST STE 4950 LOS ANGELES, CA 90017 US 2138617487	<b>Package type:</b>	FedEx Envelope
		<b>Pickup/Drop Off:</b>	Use an already scheduled pickup at my location
		<b>Weight:</b>	0.30 LBS
		<b>Declared value:</b>	0.00 USD
		<b>Shipper account number:</b>	226051538
		<b>Bill transportation to:</b>	226051538
		<b>Courtesy rate quote:*</b>	16.58
<b>To:</b>	LARKIN TEASLEY  4581 DON MILAGRO DR LOS ANGELES, CA 900082851 US 2138617487	<b>List rates:</b>	
		<b>Effective net discount:</b>	
		<b>Discounted variable %</b>	
		<b>Special services:</b>	Residential delivery
		<b>Shipment Purpose:</b>	
		<b>Shipment type:</b>	Express
		<b>Commercial/Residential Status:</b>	Residential
<b>Tracking no:</b>	793528401412		
<b>Your reference:</b>	204-410-04		
<b>Ship date:</b>	05/10/2010		
<b>Service type:</b>	Standard Overnight		

[Print](#)   [PDF](#)   [Return to History](#)

#### Please note :

\* The courtesy rate shown here may be different than the actual charges for your shipment. Differences may occur based on actual weight, dimensions, and other factors. Consult the applicable [FedEx Service Guide](#) or the FedEx Rate Sheets for details on how shipping charges are calculated.

FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$500, e.g., jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits; Consult the applicable FedEx Service Guide for details.

[Global Home](#) | [Small Business Center](#) | [Service Info](#) | [About FedEx](#) | [Investor Relations](#) | [Careers](#) | [fedex.com Terms of Use](#) | [Security & Privacy](#) | [Site Map](#) |  
This site is protected by copyright and trademark laws under US and International law. All rights reserved. © 1995-2010 FedEx





[Español](#) | [Customer Support](#) | [FedEx Locations](#) | [Search](#)

[Go](#)

[Package/Envelope](#)   [Freight](#)   [Expedited](#)   [Office/Print Services \\*](#)  
[Ship >](#)   [Track >](#)   [Manage >](#)   [Business Solutions >](#)

## FedEx Ship Manager®

[Logout](#)

[Help](#)

[Prepare Shipment](#)   [Ship History](#)   [My Lists](#)   [Reports](#)   [My Profile](#)

### Your Shipment Details

<b>From:</b>	MICHAEL R. WEISS EPSTEIN, TURNER & SONG, P.C. 777 S FIGUEROA ST STE 4950 LOS ANGELES, CA 90017 US 2138817487	<b>Package type:</b>	FedEx Envelope
		<b>Pickup/Drop Off:</b>	Use an already scheduled pickup at my location
		<b>Weight:</b>	0.30 LBS
		<b>Declared value:</b>	0.00 USD
		<b>Shipper account number:</b>	226051538
		<b>Bill transportation to:</b>	226051538
		<b>Courtesy rate quote:</b>	13.87 <i>16.58✓</i>
		<b>List rates:</b>	
		<b>Effective net discount:</b>	
		<b>Discounted variable %</b>	
		<b>Special services:</b>	
		<b>Shipment Purpose:</b>	
		<b>Shipment type:</b>	Express
		<b>Commercial/Residential Status:</b>	Commercial
<b>To:</b>	FREDERICK E WADIBIA  11260 OVERLAND AVE APT 11A CULVER CITY, CA 90230 US (213) 861-7487		
<b>Tracking no:</b>	793528407156		
<b>Your reference:</b>	204-410-04		
<b>Ship date:</b>	05/10/2010		
<b>Service type:</b>	Standard Overnight		

[Return to History](#)

#### Please note :

\* The courtesy rate shown here may be different than the actual charges for your shipment. Differences may occur based on actual weight, dimensions, and other factors. Consult the applicable [FedEx Service Guide](#) or the FedEx Rate Sheets for details on how shipping charges are calculated.

FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$500, e.g., jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits; Consult the applicable FedEx Service Guide for details.

[Global Home](#) | [Small Business Center](#) | [Service Info](#) | [About FedEx](#) | [Investor Relations](#) | [Careers](#) | [fedex.com Terms of Use](#) | [Security & Privacy](#) | [Site Map](#) |  
This site is protected by copyright and trademark laws under US and International law. All rights reserved. © 1995-2010 FedEx



English | Customer Support | FedEx Locations Search

Go

Package/Envelope   Freight   Expedited   Office/Print Services ✱  
Ship   Track   Manage   Business Solutions

## FedEx Ship Manager®

Logout

Help

Prepare Shipment	Ship History	My Lists	Reports	My Profile
------------------	--------------	----------	---------	------------

### Your Shipment Details

From:	MICHAEL R. WEISS EPSTEIN, TURNER & SONG, P.C. 777 S FIGUEROA ST STE 4950 LOS ANGELES, CA 90017 US 2138817487	Package type:	FedEx Envelope
		Pickup/Drop Off:	Use an already scheduled pickup at my location
		Weight:	0.30 LBS
		Declared value:	0.00 USD
		Shipper account number:	226051538
		Bill transportation to:	226051538
		Courtesy rate quote:	16.58 ✓
To:	VERDUN J. ARNAUD  2512 GLENDOWER AVE LOS ANGELES, CA 900271113 US 2138817487	List rates:	
		Effective net discount:	
		Discounted variable %	
		Special services:	Residential delivery
		Shipment Purpose:	
		Shipment type:	Express
		Commercial/Residential Status:	Residential
Tracking no:	798650374238		
Your reference:	204-410-04		
Ship date:	05/10/2010		
Service type:	Standard Overnight		

Print     Take to history

#### Please note:

\* The courtesy rate shown here may be different than the actual charges for your shipment. Differences may occur based on actual weight, dimensions, and other factors. Consult the applicable [FedEx Service Guide](#) or the FedEx Rate Sheets for details on how shipping charges are calculated.

FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$500, e.g., jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits; Consult the applicable FedEx Service Guide for details.

Global Home | Small Business Center | Service Info | About FedEx | Investor Relations | Careers | [fedex.com Terms of Use](#) | Security & Privacy | Site Map |  
This site is protected by copyright and trademark laws under US and International law. All rights reserved. © 1995-2010 FedEx



[Español](#) | [Customer Support](#) | [FedEx Locations](#) | [Search](#)

[Go](#)

[Package/Envelope](#)   [Freight](#)   [Expedited](#)   [Office/Print Services](#) ★  
[Ship](#) >   [Track](#) >   [Manage](#) >   [Business Solutions](#) >

## FedEx Ship Manager®

[Logout](#)

[Help](#)

<a href="#">Prepare Shipment</a>	<a href="#">Ship History</a>	<a href="#">My Lists</a>	<a href="#">Reports</a>	<a href="#">My Profile</a>
----------------------------------	------------------------------	--------------------------	-------------------------	----------------------------

### Your Shipment Details

<b>From:</b>	MICHAEL R. WEISS EPSTEIN, TURNER & SONG, P.C. 777 S FIGUEROA ST STE 4950 LOS ANGELES, CA 90017 US 2138817487	<b>Package type:</b>	FedEx Envelope
		<b>Pickup/Drop Off:</b>	Use an already scheduled pickup at my location
		<b>Weight:</b>	0.30 LBS
		<b>Declared value:</b>	0.00 USD
		<b>Shipper account number:</b>	226051538
		<b>Bill transportation to:</b>	226051538
		<b>Courtesy rate quote:</b>	13.87 ✓
<b>To:</b>	GENE HALE  1875 W REDONDO BEACH BLVD STE 102 GARDENA, CA 902473627 US 2138817487	<b>List rates:</b>	
		<b>Effective net discount:</b>	
		<b>Discounted variable %</b>	
		<b>Special services:</b>	
		<b>Shipment Purpose:</b>	
		<b>Shipment type:</b>	Express
		<b>Commercial/Residential Status:</b>	Commercial
<b>Tracking no:</b>	798850379468		
<b>Your reference:</b>	204-410-04		
<b>Ship date:</b>	05/10/2010		
<b>Service type:</b>	Standard Overnight		

[1-2-3](#) [4-5-6](#) [Return to history](#)

#### Please note :

\* The courtesy rate shown here may be different than the actual charges for your shipment. Differences may occur based on actual weight, dimensions, and other factors. Consult the applicable [FedEx Service Guide](#) or the FedEx Rate Sheets for details on how shipping charges are calculated.

FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$500, e.g., jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits; Consult the applicable FedEx Service Guide for details.

[Global Home](#) | [Small Business Center](#) | [Service Info](#) | [About FedEx](#) | [Investor Relations](#) | [Careers](#) | [fedex.com](#) | [Terms of Use](#) | [Security & Privacy](#) | [Site Map](#)  
This site is protected by copyright and trademark laws under US and International law. All rights reserved. © 1995-2010 FedEx



[Español](#) | [Customer Support](#) | [FedEx Locations](#) | [Search](#)

[Go](#)

[Package/Envelope](#)   [Freight](#)   [Expedited](#)   [Office/Print Services](#) ✱  
[Ship](#)   [Track](#)   [Manage](#)   [Business Solutions](#)

## FedEx Ship Manager®

[Logout](#)

[Help](#)

[Prepare Shipment](#)   [Ship History](#)   [My Lists](#)   [Reports](#)   [My Profile](#)

### Your Shipment Details

<b>From:</b>	MICHAEL R. WEISS EPSTEIN, TURNER & SONG, P.C. 777 S FIGUEROA ST STE 4950 LOS ANGELES, CA 90017 US 2138817487	<b>Package type:</b>	FedEx Envelope
		<b>Pickup/Drop Off:</b>	Use an already scheduled pickup at my location
		<b>Weight:</b>	0.30 LBS
		<b>Declared value:</b>	0.00 USD
		<b>Shipper account number:</b>	226051538
		<b>Bill transportation to:</b>	226051538
		<b>Courtesy rate quote:</b>	13.87 ✓
<b>To:</b>	LISA VON ESCHEN ABELSON HERRON LLP 333 S GRAND AVE STE 1550 LOS ANGELES, CA 900711519 US 2134021900	<b>List rates:</b>	
		<b>Effective net discount:</b>	
		<b>Discounted variable %</b>	
		<b>Special services:</b>	
		<b>Shipment Purpose:</b>	
		<b>Shipment type:</b>	Express
		<b>Commercial/Residential Status:</b>	Commercial
<b>Tracking no:</b>	798650393759		
<b>Your reference:</b>	204-410-04		
<b>Ship date:</b>	05/10/2010		
<b>Service type:</b>	Standard Overnight		

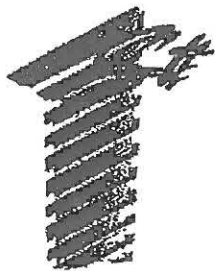
[Previous](#)   [Next](#)   [Return to History](#)

#### Please note :

\* The courtesy rate shown here may be different than the actual charges for your shipment. Differences may occur based on actual weight, dimensions, and other factors. Consult the applicable [FedEx Service Guide](#) or the FedEx Rate Sheets for details on how shipping charges are calculated.

FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$500, e.g., jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits; Consult the applicable FedEx Service Guide for details.

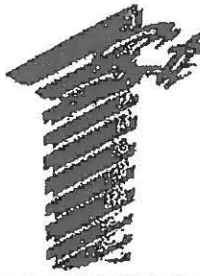
[Global Home](#) | [Small Business Center](#) | [Service Info](#) | [About FedEx](#) | [Investor Relations](#) | [Careers](#) | [fedex.com](#) | [Terms of Use](#) | [Security & Privacy](#) | [Site Map](#)  
This site is protected by copyright and trademark laws under US and International law. All rights reserved. © 1995- 2010 FedEx



# First Legal Support Services

Los Angeles	(213) 250-1111	• Fax (213) 250-1197
Direct line to legal	(213) 250-9111	• Fax (213) 250-1197
Los Angeles (West)	(310) 277-9111	• Fax (310) 277-9153
Direct line to legal	(310) 277-7101	• Fax (310) 277-9153
Inland Empire	(951) 779-1110	• Fax (951) 779-0100
San Diego	(619) 231-9111	• Fax (619) 231-1361
San Francisco	(415) 628-3111	• Fax (415) 628-1331
Santa Ana	(714) 541-1110	• Fax (714) 541-8182
Sacramento	(916) 444-5111	• Fax (916) 443-3111

COURT FILING / COURT RESEARCH FORM		CONTROL NO.	DATE: 5/12/10
FIRM NAME: Epstein, Turner & Song, P.C. 777 S. Figueroa St., Suite 4950 Los Angeles, CA 90017		DESTINATION / COURT: Los Angeles Superior Court 111 N. Hill Street. Los Angeles, California 90012	
PHONE: (213) 861-7487 FAX: (213) 861-7488 ATTY/SECRETARY: /MEB EXT: 113		DOCUMENTS Minute Order dated 5/10/10	
CLIENT MATTER / ATTY. CODE 204-410-04			
CASE NO: BS123005			
Short Title of Case: Insurance Commissioner v. Golden State Mutual Life Ins. Co.		HEARING SET FOR: _____ AT _____ DEPT/DIV <b>50.55</b> ✓ <input type="checkbox"/> SELF ADDRESSED STAMPED ENVELOPE (S) ATTACHED FEE ATTACHED: \$	
PLEASE NOTE ANY SPECIFIC OR TIMELY FILING REQUIREMENTS			
<b>COURT RESEARCH</b>	<b>ON DEMAND FILINGS</b>		<b>COURT RUN</b>
<input type="checkbox"/> ASAP RESEARCH (Immediate) <input type="checkbox"/> SAME DAY RESEARCH (Allow full day to obtain) <input checked="" type="checkbox"/> NEXT DAY RESEARCH (Allow two days to obtain)	<input type="checkbox"/> SPEC FILE (Immediate) <input type="checkbox"/> ASAP FILE (Within 1 hour) <input type="checkbox"/> RUSH FILE (Within 2 hours) <input type="checkbox"/> REG FILE (Within 3-4 hours)		<input type="checkbox"/> SAMEDAY (Filings Only)* <input type="checkbox"/> NEXTDAY (Filings Only)* *Per Agreement
<input type="checkbox"/> FILE <input type="checkbox"/> RESEARCH COPY REQUEST	<input type="checkbox"/> ISSUE <input type="checkbox"/> CERTIFIED COPY	<input type="checkbox"/> SUBMIT <input type="checkbox"/> FORM REQUEST	OTHER: Complete by: 5/16/10
SPECIAL INSTRUCTIONS: Please obtain a CERTIFIED COPY of the minute order issued by Judge Yaffe on 4/28/10. PLEASE NOTE THE ORDER IS LOCKED IN SCANNING AT THE PRESENT TIME.  Thank you. Mary Ellen Bolton, ext. 113.			



# First Legal Support Services

Los Angeles	(213) 250-1111	• Fax (213) 250-1197
Direct line to legal	(213) 250-9111	• Fax (213) 250-1197
Los Angeles (West)	(310) 277-9111	• Fax (310) 277-9153
Direct line to legal	(310) 277-7101	• Fax (310) 277-9153
Inland Empire	(951) 779-1110	• Fax (951) 779-0100
San Diego	(619) 231-9111	• Fax (619) 231-1381
San Francisco	(415) 626-3111	• Fax (415) 626-1331
Santa Ana	(714) 541-1110	• Fax (714) 541-8182
Sacramento	(916) 444-5111	• Fax (916) 443-3111

## COURT FILING / COURT RESEARCH FORM

web address: [firstlegalsupport.com](http://firstlegalsupport.com)

CONTROL NO.

DATE: 5/12/10

FIRM  
NAME: Epstein, Turner & Song, P.C.  
777 S. Figueroa St., Suite 4950  
Los Angeles, CA 90017

PHONE: (213) 861-7487

FAX: (213) 861-7488

ATTY / SECRETARY: /MEB EXT: 113

CLIENT MATTER / ATTY. CODE  
204-410-04

CASE NO:  
BS123005

### DESTINATION / COURT:

Los Angeles Superior Court  
111 N. Hill Street.  
Los Angeles, California 90012

### DOCUMENTS

Minute Order dated 4/28/10

### Short Title of Case:

Insurance Commissioner v. Golden State  
Mutual Life Ins. Co.

HEARING  
SET FOR: \_\_\_\_\_ AT \_\_\_\_\_ DEPT/DIV \_\_\_\_\_

☐ SELF ADDRESSED STAMPED  
ENVELOPE (S) ATTACHED

FEE  
ATTACHED: \$

## PLEASE NOTE ANY SPECIFIC OR TIMELY FILING REQUIREMENTS

### COURT RESEARCH

- ☐ ASAP RESEARCH  
(Immediate)
- ☐ SAME DAY RESEARCH  
(Allow full day to obtain)
- ☒ NEXT DAY RESEARCH  
(Allow two days to obtain)

### ON DEMAND FILINGS

- ☐ SPEC FILE  
(Immediate)
- ☐ RUSH FILE  
(Within 2 hours)
- ☐ ASAP FILE  
(Within 1 hour)
- ☐ REG FILE  
(Within 3-4 hours)

### COURT RUN

- ☐ SAMEDAY  
(Filings Only)\*
- ☐ NEXTDAY  
(Filings Only)\*
- \*Per Agreement

☐ FILE

☐ ISSUE

☐ SUBMIT

OTHER:

☐ RESEARCH  
COPY REQUEST

☐ CERTIFIED  
COPY

☐ FORM  
REQUEST

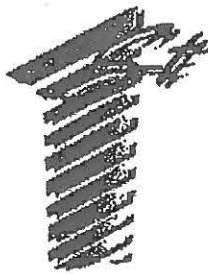
Complete by: 5/12/10

### SPECIAL INSTRUCTIONS:

Please obtain a copy of the minute order issued by Judge Yaffe on 4/28/10. THE ORDER IS NOT IN THE COURTROOM.

Thank you. Mary Ellen Bolton, ext. 113.

77.15



# First Legal Support Services

Los Angeles	(213) 250-1111	• Fax (213) 250-1197
Direct line to legal	(213) 250-9111	• Fax (213) 250-1197
Los Angeles (West)	(310) 277-9111	• Fax (310) 277-9153
Direct line to legal	(310) 277-7101	• Fax (310) 277-9153
Inland Empire	(951) 779-1110	• Fax (951) 779-0100
San Diego	(619) 231-9111	• Fax (619) 231-1361
San Francisco	(415) 626-3111	• Fax (415) 626-1331
San Jose	(714) 541-1110	• Fax (714) 541-8182
Sacramento	(916) 444-5111	• Fax (916) 443-3111

COURT FILING / COURT RESEARCH FORM		CONTROL NO.	DATE: 5/14/10
FIRM NAME: Epstein, Turner & Song, P.C. 777 S. Figueroa St., Suite 4950 Los Angeles, CA 90017		DESTINATION / COURT: Los Angeles Superior Court 111 N. Hill Street. Los Angeles, California 90012	
PHONE: (213) 861-7487 FAX: (213) 861-7488 ATTY / SECRETARY: /MEB EXT: 113		DOCUMENTS Order Authorizing Conservator to Sell Real Property Located at 2706 East South Street in Long Beach	
CLIENT MATTER / ATTY. CODE 204-410-04			
CASE NO: BS123005			
Short Title of Case: Insurance Commissioner v. Golden State Mutual Life Ins. Co.		HEARING SET FOR: _____ AT _____ DEPT/DIV _____	
		<input type="checkbox"/> SELF ADDRESSED STAMPED ENVELOPE (S) ATTACHED FEE ATTACHED: \$	
PLEASE NOTE ANY SPECIFIC OR TIMELY FILING REQUIREMENTS			
COURT RESEARCH	ON DEMAND FILINGS		COURT RUN
<input type="checkbox"/> ASAP RESEARCH (Immediate) <input type="checkbox"/> SAME DAY RESEARCH (Allow full day to obtain) <input type="checkbox"/> NEXT DAY RESEARCH (Allow two days to obtain)	<input type="checkbox"/> SPEC FILE (Immediate) <input type="checkbox"/> RUSH FILE (Within 2 hours) <input type="checkbox"/> ASAP FILE (Within 1 hour) <input type="checkbox"/> REG FILE (Within 3-4 hours)		<input type="checkbox"/> SAMEDAY (Filings Only)* <input type="checkbox"/> NEXTDAY (Filings Only)* *Per Agreement
<input type="checkbox"/> FILE	<input type="checkbox"/> ISSUE	<input type="checkbox"/> SUBMIT	OTHER:
<input type="checkbox"/> RESEARCH COPY REQUEST	<input checked="" type="checkbox"/> CERTIFIED COPY	<input type="checkbox"/> FORM REQUEST	Complete by: 5/18/10
SPECIAL INSTRUCTIONS: Please obtain a certified copy of the attached order. Thank you. Mary Ellen Bolton, ext. 113.			

81.60



[Español](#) | [Customer Support](#) | [FedEx Locations](#) | [Search](#)

[Go](#)

[Package/Envelope](#)   [Freight](#)   [Expedited](#)   [Office/Print Services](#) ★  
[Ship](#) >   [Track](#) >   [Manage](#) >   [Business Solutions](#) >

## FedEx Ship Manager®

[Logout](#)

[Help](#)

<a href="#">Prepare Shipment</a>	<a href="#">Ship History</a>	<a href="#">My Lists</a>	<a href="#">Reports</a>	<a href="#">My Profile</a>
----------------------------------	------------------------------	--------------------------	-------------------------	----------------------------

### Your Shipment Details

<b>From:</b>	MICHAEL R. WEISS EPSTEIN, TURNER & SONG, P.C. 777 S FIGUEROA ST STE 4950 LOS ANGELES, CA 90017 US 2138617487	<b>Package type:</b>	FedEx Envelope
		<b>Pickup/Drop Off:</b>	Use an already scheduled pickup at my location
		<b>Weight:</b>	0.30 LBS
		<b>Declared value:</b>	0.00 USD
		<b>Shipper account number:</b>	226051538
		<b>Bill transportation to:</b>	226051538
		<b>Courtesy rate quote:*</b>	20.11 ✓
		<b>List rates:</b>	
		<b>Effective net discount:</b>	
		<b>Discounted variable %</b>	
		<b>Special services:</b>	
		<b>Shipment Purpose:</b>	
		<b>Shipment type:</b>	Express
		<b>Commercial/Residential Status:</b>	Commercial
<b>To:</b>	ESSIE SAFAIE DUDLEY VENTURES 2930 E CAMELBACK RD STE 215 PHOENIX, AZ 850164413 US (602) 468-9400		
<b>Tracking no:</b>	798680481450		
<b>Your reference:</b>	204-410-04		
<b>Ship date:</b>	05/19/2010		
<b>Service type:</b>	Standard Overnight		

[Print](#) [Email](#) [Route to History](#)

#### Please note :

\* The courtesy rate shown here may be different than the actual charges for your shipment. Differences may occur based on actual weight, dimensions, and other factors. Consult the applicable [FedEx Service Guide](#) or the FedEx Rate Sheets for details on how shipping charges are calculated.

FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$500, e.g., jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits; Consult the applicable FedEx Service Guide for details.

[Global Home](#) | [Small Business Center](#) | [Service Info](#) | [About FedEx](#) | [Investor Relations](#) | [Careers](#) | [fedex.com Terms of Use](#) | [Security & Privacy](#) | [Site Map](#) |  
This site is protected by copyright and trademark laws under US and International law. All rights reserved. © 1995-2010 FedEx



[Español](#) | [Customer Support](#) | [FedEx Locations](#) | [Search](#)[Go](#)[Package/Envelope](#)   [Freight](#)   [Expedited](#)   [Office/Print Services \\*](#)  
[Ship >](#)   [Track >](#)   [Manage >](#)   [Business Solutions >](#)

## FedEx Ship Manager®

[Logout](#)[Help](#)

<a href="#">Prepare Shipment</a>	<a href="#">Ship History</a>	<a href="#">My Lists</a>	<a href="#">Reports</a>	<a href="#">My Profile</a>
----------------------------------	------------------------------	--------------------------	-------------------------	----------------------------

## Your Shipment Details

<b>From:</b>	MICHAEL R. WEISS EPSTEIN, TURNER & SONG, P.C. 777 S FIGUEROA ST STE 4950 LOS ANGELES, CA 90017 US 2138817487	<b>Package type:</b>	FedEx Envelope
		<b>Pickup/Drop Off:</b>	Use an already scheduled pickup at my location
		<b>Weight:</b>	0.30 LBS
		<b>Declared value:</b>	0.00 USD
		<b>Shipper account number:</b>	226051538
		<b>Bill transportation to:</b>	226051538
		<b>Courtesy rate quote:*</b>	13.87 ✓
<b>To:</b>	CAROL DRAPER CHICAGO TITLE 11811 SOUTH ST CERRITOS, CA 907036825 US 5628605510	<b>List rates:</b>	
		<b>Effective net discount:</b>	
		<b>Discounted variable %</b>	
		<b>Special services:</b>	
		<b>Shipment Purpose:</b>	
		<b>Shipment type:</b>	Express
		<b>Commercial/Residential Status:</b>	Commercial
<b>Tracking no:</b>	793560224774		
<b>Your reference:</b>	204-410-04		
<b>Ship date:</b>	05/20/2010		
<b>Service type:</b>	Standard Overnight		

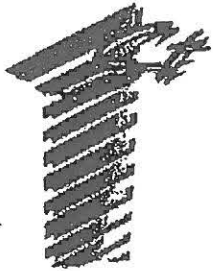
  [Return to History](#)

## Please note:

\* The courtesy rate shown here may be different than the actual charges for your shipment. Differences may occur based on actual weight, dimensions, and other factors. Consult the applicable [FedEx Service Guide](#) or the FedEx Rate Sheets for details on how shipping charges are calculated.

FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$500, e.g., jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits; Consult the applicable FedEx Service Guide for details.

[Global Home](#) | [Small Business Center](#) | [Service Info](#) | [About FedEx](#) | [Investor Relations](#) | [Careers](#) | [fedex.com Terms of Use](#) | [Security & Privacy](#) | [Site Map](#)  
This site is protected by copyright and trademark laws under US and International law. All rights reserved. © 1995 - 2010 FedEx



# First Legal Support Services

Los Angeles (213) 250-1111 • Fax (213) 250-1197  
Direct line to legal (213) 250-9111 • Fax (213) 250-1197  
Los Angeles (West) (310) 277-9111 • Fax (310) 277-9153  
Direct line to legal (310) 277-7101 • Fax (310) 277-9153  
Inland Empire (951) 779-1110 • Fax (951) 779-0100  
San Diego (619) 231-9111 • Fax (619) 231-1361  
San Francisco (415) 626-3111 • Fax (415) 626-1331  
Santa Ana (714) 541-1110 • Fax (714) 541-8182  
Sacramento (916) 444-5111 • Fax (916) 443-3111

## COURT FILING / COURT RESEARCH FORM

web address: [firstlegalsupport.com](http://firstlegalsupport.com)

CONTROL NO.

4641858

DATE:

5/20/10

FIRM  
NAME: Epstein, Turner & Song, P.C.  
777 S. Figueroa St., Suite 4950  
Los Angeles, CA 90017

PHONE: (213) 861-7487

FAX: (213) 861-7488

ATTY/SECRETARY: /MEB EXT: 113

CLIENT MATTER / ATTY. CODE  
204-410-04

CASE NO:  
BS123005

### DESTINATION / COURT:

Los Angeles Superior Court  
111 N. Hill Street.  
Los Angeles, California 90012

### DOCUMENTS

SEE ATTACHMENT

### Short Title of Case:

Insurance Commissioner v. Golden State  
Mutual Life Ins. Co.

HEARING  
SET FOR: \_\_\_\_\_ AT \_\_\_\_\_ DEPT/DIV \_\_\_\_\_

☐ SELF ADDRESSED STAMPED  
ENVELOPE (S) ATTACHED

FEE  
ATTACHED: \$ N/A

## PLEASE NOTE ANY SPECIFIC OR TIMELY FILING REQUIREMENTS

### COURT RESEARCH

- ☐ ASAP RESEARCH  
(Immediate)
- ☐ SAME DAY RESEARCH  
(Allow full day to obtain)
- ☐ NEXT DAY RESEARCH  
(Allow two days to obtain)

### ON DEMAND FILINGS

- ☐ SPEC FILE  
(Immediate)
- ☐ ASAP FILE  
(Within 1 hour)
- ☒ RUSH FILE  
(Within 2 hours)
- ☐ REG FILE  
(Within 3-4 hours)

### COURT RUN

- ☒ SAMEDAY  
(Filings Only)\*
- ☐ NEXTDAY  
(Filings Only)\*
- \*Per Agreement

☒ FILE

☐ ISSUE

☐ SUBMIT

OTHER:

☐ RESEARCH  
COPY REQUEST

☐ CERTIFIED  
COPY

☐ FORM  
REQUEST

Complete by: 5/20/10

### SPECIAL INSTRUCTIONS:

Please file the attached documents and return conformed copies of the caption pages and a "received" copy of the proposed order TODAY.

Thank you. Mary Ellen Bolton, ext. 113.

47.58



[Español](#) | [Customer Support](#) | [FedEx Locations](#) [Search](#)

[Go](#)

[Package/Envelope](#) [Freight](#) [Expedited](#) [Office/Print Services](#) ★  
[Ship](#) [Track](#) [Manage](#) [Business Solutions](#)

## FedEx Ship Manager®

[Logout](#)

[Help](#)

[Prepare Shipment](#) [Ship History](#) [My Lists](#) [Reports](#) [My Profile](#)

### Your Shipment Details

<b>From:</b>	MICHAEL R. WEISS EPSTEIN, TURNER & SONG, P.C. 777 S FIGUEROA ST STE 4950 LOS ANGELES, CA 90017 US 2138617487	<b>Package type:</b>	FedEx Envelope
		<b>Pickup/Drop Off:</b>	Use an already scheduled pickup at my location
		<b>Weight:</b>	0.3 LBS
		<b>Declared value:</b>	0.00 USD
		<b>Shipper account number:</b>	228051538
		<b>Bill transportation to:</b>	228051538
		<b>Courtesy rate quote:*</b>	28.78
<b>To:</b>	C/O CAROL L FELD ALHAR ENTERPRISES INC 2558 MASSACHUSETTS AVE NW WASHINGTON, DC 20008 US (213) 881-7487	<b>List rates:</b>	26.501
		<b>Effective net discount:</b>	
		<b>Discounted variable %</b>	
		<b>Special services:</b>	
		<b>Shipment Purpose:</b>	
		<b>Shipment type:</b>	Express
		<b>Commercial/Residential Status:</b>	Commercial
<b>Tracking no:</b>	793576540425		
<b>Your reference:</b>	204-410-04		
<b>Ship date:</b>	05/25/2010		
<b>Service type:</b>	Standard Overnight		

#### Please note :

\* The courtesy rate shown here may be different than the actual charges for your shipment. Differences may occur based on actual weight, dimensions, and other factors. Consult the applicable [FedEx Service Guide](#) or the FedEx Rate Sheets for details on how shipping charges are calculated.

FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$500, e.g., jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits; Consult the applicable FedEx Service Guide for details.

[Global Home](#) | [Small Business Center](#) | [Service Info](#) | [About FedEx](#) | [Investor Relations](#) | [Careers](#) | [fedex.com Terms of Use](#) | [Security & Privacy](#) | [Site Map](#) |  
This site is protected by copyright and trademark laws under US and International law. All rights reserved. © 1995-2010 FedEx



[Español](#) | [Customer Support](#) | [FedEx Locations](#) | [Search](#)

[Go](#)

[Package/Envelope](#)   [Freight](#)   [Expedited](#)   [Office/Print Services](#) \*  
[Ship](#) >   [Track](#) >   [Manage](#) >   [Business Solutions](#) >

## FedEx Ship Manager®

[Logout](#)

[Help](#)

[Prepare Shipment](#)   [Ship History](#)   [My Lists](#)   [Reports](#)   [My Profile](#)

### Your Shipment Details

<b>From:</b>	MICHAEL R. WEISS EPSTEIN, TURNER & SONG, P.C. 777 S FIGUEROA ST STE 4950 LOS ANGELES, CA 90017 US 2138617487	<b>Package type:</b>	FedEx Envelope
		<b>Pickup/Drop Off:</b>	Use an already scheduled pickup at my location
		<b>Weight:</b>	0.3 LBS
		<b>Declared value:</b>	0.00 USD
		<b>Shipper account number:</b>	226051538
		<b>Bill transportation to:</b>	226051538
		<b>Courtesy rate quote:*</b>	23.78 ✓
		<b>List rates:</b>	
		<b>Effective net discount:</b>	
		<b>Discounted variable %</b>	
		<b>Special services:</b>	
		<b>Shipment Purpose:</b>	
		<b>Shipment type:</b>	Express
		<b>Commercial/Residential Status:</b>	Commercial
<b>To:</b>	DAVID WAKELY, PRESIDENT SOUTHERN FINANCIAL LIFE INS CO 518 LAKEVIEW RD VILLA 2 CLEARWATER, FL 33756 US (213) 861-7487		
<b>Tracking no:</b>	798699074160		
<b>Your reference:</b>	204-410-04		
<b>Ship date:</b>	05/25/2010		
<b>Service type:</b>	Standard Overnight		

#### Please note :

\* The courtesy rate shown here may be different than the actual charges for your shipment. Differences may occur based on actual weight, dimensions, and other factors. Consult the applicable [FedEx Service Guide](#) or the [FedEx Rate Sheets](#) for details on how shipping charges are calculated.

FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current [FedEx Service Guide](#) apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$500, e.g., jewelry, precious metals, negotiable instruments and other items listed in our [Service Guide](#). Written claims must be filed within strict time limits; Consult the applicable [FedEx Service Guide](#) for details.

[Global Home](#) | [Small Business Center](#) | [Service Info](#) | [About FedEx](#) | [Investor Relations](#) | [Careers](#) | [fedex.com](#) [Terms of Use](#) | [Security & Privacy](#) | [Site Map](#) |  
This site is protected by copyright and trademark laws under US and International law. All rights reserved. © 1995- 2010 FedEx



[Español](#) | [Customer Support](#) | [FedEx Locations](#) | [Search](#)

[Go](#)

[Package/Envelope](#)   [Freight](#)   [Expedited](#)   [Office/Print Services](#) ★  
[Ship](#) >   [Track](#) >   [Manage](#) >   [Business Solutions](#) >

## FedEx Ship Manager®

[Logout](#)

[Help](#)

<a href="#">Prepare Shipment</a>	<a href="#">Ship History</a>	<a href="#">My Lists</a>	<a href="#">Reports</a>	<a href="#">My Profile</a>
----------------------------------	------------------------------	--------------------------	-------------------------	----------------------------

### Your Shipment Details

<b>From:</b>	MICHAEL R. WEISS EPSTEIN, TURNER & SONG, P.C. 777 S FIGUEROA ST STE 4950 LOS ANGELES, CA 90017 US 2138817487	<b>Package type:</b>	FedEx Envelope
		<b>Pickup/Drop Off:</b>	Use an already scheduled pickup at my location
		<b>Weight:</b>	0.3 LBS
		<b>Declared value:</b>	0.00 USD
		<b>Shipper account number:</b>	226051538
		<b>Bill transportation to:</b>	226051538
		<b>Courtesy rate quote:*</b>	23.78 ✓
<b>To:</b>	DIANA THULIN SWISS REINSURANCE SWISS RE LIFE/HEA 175 KING ST ARMONK, NY 10504 US (213) 881-7487	<b>List rates:</b>	
		<b>Effective net discount:</b>	
		<b>Discounted variable %</b>	
		<b>Special services:</b>	
		<b>Shipment Purpose:</b>	
		<b>Shipment type:</b>	Express
		<b>Commercial/Residential Status:</b>	Commercial
<b>Tracking no:</b>	798699074208		
<b>Your reference:</b>	204-410-04		
<b>Ship date:</b>	05/25/2010		
<b>Service type:</b>	Standard Overnight		

#### Please note :

\* The courtesy rate shown here may be different than the actual charges for your shipment. Differences may occur based on actual weight, dimensions, and other factors. Consult the applicable [FedEx Service Guide](#) or the FedEx Rate Sheets for details on how shipping charges are calculated.

FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$500, e.g., jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits; Consult the applicable FedEx Service Guide for details.

[Global Home](#) | [Small Business Center](#) | [Service Info](#) | [About FedEx](#) | [Investor Relations](#) | [Careers](#) | [fedex.com Terms of Use](#) | [Security & Privacy](#) | [Site Map](#) |  
This site is protected by copyright and trademark laws under US and International law. All rights reserved. © 1995- 2010 FedEx



[Español](#) | [Customer Support](#) | [FedEx Locations](#) | [Search](#)

[Go](#)

[Package/Envelope](#)   [Freight](#)   [Expedited](#)   [Office/Print Services \\*](#)  
[Ship >](#)   [Track >](#)   [Manage >](#)   [Business Solutions >](#)

## FedEx Ship Manager®

[Logout](#)

[Help](#)

<a href="#">Prepare Shipment</a>	<a href="#">Ship History</a>	<a href="#">My Lists</a>	<a href="#">Reports</a>	<a href="#">My Profile</a>
----------------------------------	------------------------------	--------------------------	-------------------------	----------------------------

### Your Shipment Details

<b>From:</b>	MICHAEL R. WEISS EPSTEIN, TURNER & SONG, P.C. 777 S FIGUEROA ST STE 4950 LOS ANGELES, CA 90017 US 2138617487	<b>Package type:</b>	FedEx Envelope
		<b>Pickup/Drop Off:</b>	Use an already scheduled pickup at my location
		<b>Weight:</b>	0.3 LBS
		<b>Declared value:</b>	0.00 USD
		<b>Shipper account number:</b>	228051638
		<b>Bill transportation to:</b>	228051638
		<b>Courtesy rate quote:</b>	21.33
<b>To:</b>	GARY BEDWELL VP WSTN & STNN REGIONS OPTIMUM REINSURANCE MKTG & DEVEL 3434 FAIRMOUNT ST DALLAS, TX 75219 US (213) 861-7487	<b>List rates:</b>	
		<b>Effective net discount:</b>	
		<b>Discounted variable %</b>	
		<b>Special services:</b>	
		<b>Shipment Purpose:</b>	
		<b>Shipment type:</b>	Express
		<b>Commercial/Residential Status:</b>	Commercial
<b>Tracking no:</b>	798699074241		
<b>Your reference:</b>	204-410-04		
<b>Ship date:</b>	05/25/2010		
<b>Service type:</b>	Standard Overnight		

#### Please note :

\* The courtesy rate shown here may be different than the actual charges for your shipment. Differences may occur based on actual weight, dimensions, and other factors. Consult the applicable [FedEx Service Guide](#) or the FedEx Rate Sheets for details on how shipping charges are calculated.

FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$500, e.g., jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits; Consult the applicable FedEx Service Guide for details.

[Global Home](#) | [Small Business Center](#) | [Service Info](#) | [About FedEx](#) | [Investor Relations](#) | [Careers](#) | [fedex.com Terms of Use](#) | [Security & Privacy](#) | [Site Map](#) |  
This site is protected by copyright and trademark laws under US and International law. All rights reserved. © 1995-2010 FedEx



Esoteric | Customer Support | FedEx Locations Search

Go

Package/Envelope   Freight   Expedited   Office/Print Services ✱  
Ship >   Track >   Manage >   Business Solutions >

## FedEx Ship Manager®

Logout

Help

Prepare Shipment	Ship History	My Lists	Reports	My Profile
------------------	--------------	----------	---------	------------

### Your Shipment Details

From:	MICHAEL R. WEISS EPSTEIN, TURNER & SONG, P.C. 777 S FIGUEROA ST STE 4950 LOS ANGELES, CA 90017 US 2138617487	Package type:	FedEx Envelope
		Pickup/Drop Off:	Use an already scheduled pickup at my location
		Weight:	0.30 LBS
		Declared value:	0.00 USD
		Shipper account number:	228051538
		Bill transportation to:	228051538
		Courtesy rate quote:*	13.67
To:	FREDERICK E WADIBIA  11260 OVERLAND AVE APT 11A CULVER CITY, CA 90230 US (213) 861-7487	List rates:	
		Effective net discount:	Actual was
		Discounted variable %	16.35 - See Attached
		Special services:	
		Shipment Purpose:	
		Shipment type:	Express
		Commercial/Residential Status:	Commercial
Tracking no:	793492767832		
Your reference:	204-410-04		
Ship date:	04/28/2010		
Service type:	Standard Overnight		

#### Please note:

\* The courtesy rate shown here may be different than the actual charges for your shipment. Differences may occur based on actual weight, dimensions, and other factors. Consult the applicable [FedEx Service Guide](#) or the FedEx Rate Sheets for details on how shipping charges are calculated.

FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$500, e.g., jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits; Consult the applicable FedEx Service Guide for details.

Global Home | Small Business Center | Service Info | About FedEx | Investor Relations | Careers | FedEx.com Terms of Use | Security & Privacy | Site Map  
This site is protected by copyright and trademark laws under US and International law. All rights reserved. © 1995-2010 FedEx





Invoice Number	Invoice Date	Account Number	Page
7-081-99958	May 07, 2010	2260-5153-8	5 of 8

Dropped off: Apr 28, 2010

Cust. Ref.: 204-410-04

Ref.#2:

Payor: Shipper

Ref.#3:

- Fuel Surcharge - FedEx has applied a fuel surcharge of 7.00% to this shipment.
- Distance Based Pricing, Zone 2
- Package Delivered to Recipient Address - Release Authorized

Automation	INET	Sender	Recipient
Tracking ID	793492698758	MICHAEL R. WEISS	MS LONEAR W HEARD-DAVIS
Service Type	FedEx Standard Overnight	EPSTEIN, TURNER & SONG, P.C.	4900 LINCOLNSHIRE AVE
Package Type	FedEx Envelope	777 S FIGUEROA ST STE 4950	BUENA PARK CA 90021 US
Zone	02	LOS ANGELES CA 90017 US	
Packages	1		
Rated Weight	N/A	Transportation Charge	14.70
Delivered	Apr 29, 2010 13:24	Automation Bonus Discount	-0.74
Svc Area	A2	Discount	-1.18
Signed by	see above	Residential Delivery	2.50
FedEx Use	00000000/0000200/02	Fuel Surcharge	1.07
Total Charge			USD \$16.35

Dropped off: Apr 28, 2010

Cust. Ref.: 204-410-04

Ref.#2:

Payor: Shipper

Ref.#3:

- Fuel Surcharge - FedEx has applied a fuel surcharge of 7.00% to this shipment.
- Distance Based Pricing, Zone 2

Automation	INET	Sender	Recipient
Tracking ID	793492724314	MICHAEL R. WEISS	LARKIN TEASLEY
Service Type	FedEx Standard Overnight	EPSTEIN, TURNER & SONG, P.C.	4581 DON MILAGRO DR
Package Type	FedEx Envelope	777 S FIGUEROA ST STE 4950	LOS ANGELES CA 90008 US
Zone	02	LOS ANGELES CA 90017 US	
Packages	1		
Rated Weight	N/A	Transportation Charge	14.70
Delivered	Apr 29, 2010 12:53	Fuel Surcharge	1.07
Svc Area	A1	Automation Bonus Discount	-0.74
Signed by	L TEASLEY	Residential Delivery	2.50
FedEx Use	00000000/0000200/	Discount	-1.18
Total Charge			USD \$16.35

Dropped off: Apr 28, 2010

Cust. Ref.: 204-410-04

Ref.#2:

Payor: Shipper

Ref.#3:

- Fuel Surcharge - FedEx has applied a fuel surcharge of 7.00% to this shipment.
- A future delivery was requested.
- Distance Based Pricing, Zone 2
- 1st attempt Apr 29, 2010 at 10:35 AM.
- Undeliverable Package.

Automation	INET	Sender	Recipient
Tracking ID	793492767832	MICHAEL R. WEISS	FREDERICK E WADIBIA
Service Type	FedEx Standard Overnight	EPSTEIN, TURNER & SONG, P.C.	11260 OVERLAND AVE
Package Type	FedEx Envelope	777 S FIGUEROA ST STE 4950	CULVER CITY CA 90230 US
Zone	02	LOS ANGELES CA 90017 US	
Packages	1		
Rated Weight	N/A	Transportation Charge	14.70
Delivered	Apr 30, 2010 18:53	Fuel Surcharge	1.07
Svc Area	A1	Residential Delivery	2.50
FedEx Use	00000000/0000200/14	Discount	-1.18
Automation Bonus Discount			-0.74
Total Charge			USD \$16.35

Dropped off: Apr 28, 2010

Cust. Ref.: 204-410-04

Ref.#2:

Payor: Shipper

Ref.#3:

- Fuel Surcharge - FedEx has applied a fuel surcharge of 7.00% to this shipment.
- Distance Based Pricing, Zone 2

Automation	INET	Sender	Recipient
Tracking ID	793492818388	MICHAEL R. WEISS	LISA VON ESCHEN
Service Type	FedEx Standard Overnight	EPSTEIN, TURNER & SONG, P.C.	ABELSON HERRON LLP
Package Type	FedEx Envelope	777 S FIGUEROA ST STE 4950	333 S GRAND AVE STE 1550
Zone	02	LOS ANGELES CA 90017 US	LOS ANGELES CA 90071 US
Packages	1		
Rated Weight	N/A	Transportation Charge	14.70

Continued on next page





Invoice Number

7-081-99958

Invoice Date

May 07, 2010

Account Number

2260-5153-8

Page  
8 of 8

Tracking ID: 406118791394 continued

Delivered	Apr 30, 2010 10:00	Automation Bonus Discount	-2.25
Svc Area	A2	Fuel Surcharge	2.84
Signed by	LESTROM	Discount	-2.25
FedEx Use	00000000/0001618/_	Total Charge	USD \$43.34

Dropoff dt: Apr 30, 2010	Cust. Ref: 793492767832	Ref #2:
Payor: Recipient	Ref #3: 793492767832	

- Fuel Surcharge - FedEx has applied a fuel surcharge of 7.00% to this shipment.
- Distance Based Pricing, Zone 2

Automation	CAFE	Sender	Recipient
Tracking ID	446671874072	HHRA STATION	MICHAEL R. WEISS
Service Type	FedEx Express Saver	FEDERAL EXPRESS	EPSTEIN, TURNER & SONG, P.C
Package Type	FedEx Envelope	12600 S. PRAIRIE AVE	777 S FIGUEROA ST #4950
Zone	02	HAWTHORNE CA 90250 US	LOS ANGELES CA 90017 US
Packages	1		
Rated Weight	N/A	Transportation Charge	9.75
Delivered	May 04, 2010 10:06	Discount	-0.49
Svc Area	A2	Automation Bonus Discount	-0.49
Signed by	LESTRON	Fuel Surcharge	0.81
FedEx Use	00000000/0000829/_	Total Charge	USD \$9.38

Recipient Subtotal USD \$52.72

Total FedEx Express USD \$353.01



Invoice Number	Invoice Date	Account Number	Page
7-089-88590	May 14, 2010	2260-5153-8	6 of 6

Tracking ID: 798650374238 continued

Rated Weight	N/A	Transportation Charge	14.70
Delivered	May 11, 2010 09:52	Residential Delivery	2.50
Svc Area	A1	Fuel Surcharge	1.30
Signed by	see above	Automation Bonus Discount	-0.74
FedEx Use	000000000/0000200/02	Discount	-1.18
Total Charge			USD \$16.58

Dropped off: May 10, 2010  
Payor: Shipper  
Cust. Ref.: 204-410-04  
Ref.#2:  
Ref.#3:  
• Fuel Surcharge - FedEx has applied a fuel surcharge of 8.50% to this shipment.  
• Distance Based Pricing, Zone 2

Automation	INET	Sender	Recipient
Tracking ID	798650379468	MICHAEL R. WEISS	GENE HALE
Service Type	FedEx Standard Overnight	EPSTEIN, TURNER & SONG, P.C.	1876 W REDONDO BEACH BLVD STE
Package Type	FedEx Envelope	777 S FIGUEROA ST STE 4950	GARDENA CA 90247 US
Zone	02	LOS ANGELES CA 90017 US	
Packages	1		
Rated Weight	N/A	Transportation Charge	14.70
Delivered	May 11, 2010 12:04	Automation Bonus Discount	-0.74
Svc Area	A1	Fuel Surcharge	1.09
Signed by	LLENDER	Discount	-1.18
FedEx Use	000000000/0000200/_	Total Charge	USD \$13.87

Dropped off: May 10, 2010  
Payor: Shipper  
Cust. Ref.: 204-410-04  
Ref.#2:  
Ref.#3:  
• Fuel Surcharge - FedEx has applied a fuel surcharge of 8.50% to this shipment.  
• Distance Based Pricing, Zone 2

Automation	INET	Sender	Recipient
Tracking ID	798650393759	MICHAEL R. WEISS	LISA VON ESCHEN
Service Type	FedEx Standard Overnight	EPSTEIN, TURNER & SONG, P.C.	ABELSON HERRON LLP
Package Type	FedEx Envelope	777 S FIGUEROA ST STE 4950	333 S GRAND AVE STE 1550
Zone	02	LOS ANGELES CA 90017 US	LOS ANGELES CA 90071 US
Packages	1		
Rated Weight	N/A	Transportation Charge	14.70
Delivered	May 11, 2010 13:28	Discount	-1.18
Svc Area	A1	Automation Bonus Discount	-0.74
Signed by	L TORBATT	Fuel Surcharge	1.09
FedEx Use	000000000/0000200/_	Total Charge	USD \$13.87

Shipper Subtotal USD \$174.57

Dropped off: May 04, 2010  
Payor: Recipient  
Cust. Ref.: 793492818871  
Ref.#2:  
Ref.#3: 793492818871  
• Fuel Surcharge - FedEx has applied a fuel surcharge of 8.50% to this shipment.  
• Distance Based Pricing, Zone 2

Automation	CAFE	Sender	Recipient
Tracking ID	449382334577	shaun henry	MICHAEL WEISS
Service Type	FedEx Express Saver	FedEx	EPSTEIN TURNER & SONG PC
Package Type	Customer Packaging	18115 S. Main St	777 S FIGUEROA ST #4950
Zone	02	GARDENA CA 90248 US	LOS ANGELES CA 90017 US
Packages	1		
Rated Weight	1.0 lbs, 0.5 kgs	Transportation Charge	9.75
Delivered	May 06, 2010 11:34	Automation Bonus Discount	-0.49
Svc Area	A2	Discount	-0.49
Signed by	LESTREL	Fuel Surcharge	0.75
FedEx Use	000000000/0007187/_	Total Charge	USD \$9.52

Recipient Subtotal USD \$9.52

Total FedEx Express USD \$184.09



Mail Payments to:  
**U. S. Legal Management Services, Inc.**  
**File 749286**  
**Los Angeles, CA 90074-9286**

invoice

INVOICE NO.	CUSTOMER NO.
1127628	11284
INVOICE DATE	INVOICE MONTH
5/15/10	404.74

EPSTEIN TURNER & SONG  
 777 S. FIGUEROA ST.  
 SUITE 4950  
 LOS ANGELES, CA 90017

BILLING QUESTIONS CALL:  
 BILLING DEPT(213)402-9013  
 PAYMENT QUESTIONS CALL:  
 PAYMENT DEPT(213)402-9007

TAX ID# 34-2003879		11284	1127628	5/15/10	404.74	2	U S LEGAL MANAGEMENT	
5/12/10	4635554	ARS	LASC-LOS ANGELES 111 NORTH HILL STREET LOS ANGELES CA 90012 Caller: MARY ELLEN B. Case No.: BS123005 must obtain a certif Signed: OBTAINED/FXD/ROR	EPSTEIN TURNER & SONG 777 S. FIGUEROA STREET LOS ANGELES CA 90017 Case Title: INSURANCE COMMISSION fed copy of the minu Ref: 204-410-04	Base Chg : 53.25 Research : 16.75 Fuel Chge : 3.20 Adv/wit ck: 25.00 Check chg : 2.50		100.70	
5/13/10	2134884	CSV	EPSTEIN TURNER & SONG 777 S. FIGUEROA STREET LOS ANGELES CA 90017 Caller: MARY ELLEN B. Case No.: bs123005 RTRN CONFORMS ON RUN Signed: FILED D86/ROR	LASC-LOS ANGELES 111 NORTH HILL STREET LOS ANGELES CA 90012 Case Title: Insurance commission Ref: 204-410-04	Base Chg : 7.50		7.50	
			Invoice Amount: 345.74 Fees Advanced: 59.00 Total Amount Due: 404.74					
					Please pay 404.74			

INVOICE PAYMENT DUE UPON RECEIPT



Mail Payments to:  
**U. S. Legal Management Services, Inc.**  
**File 749286**  
**Los Angeles, CA 90074-9286**

invoice

INVOICE NO.	INVOICE DATE
1128115	5/31/10
INVOICE NO.	INVOICE DATE
11284	5/31/10

EPSTEIN TURNER & SONG  
 777 S. FIGUEROA ST.  
 SUITE 4950  
 LOS ANGELES, CA 90017

BILLING QUESTIONS CALL:  
 BILLING DEPT(213) 402-9013  
 PAYMENT QUESTIONS CALL:  
 PAYMENT DEPT(213) 402-9007

TAX ID# 34-2003879		CUSTOMER NUMBER	INVOICE	PERIOD END	AMOUNT DUE	PAGE		
		11284	1128115	5/31/10	826.30	2	U S LEGAL MANAGEMENT	
5/21/10	21	CSV	EPSTEIN TURNER & SONG 777 S. FIGUEROA STREET LOS ANGELES CA 90017 Caller: MARY ELLEN B. Case No.: BS123005 FILE/CONFORM/RETURN Signed: FILED D86/ROR		LASC-LOS ANGELES 111 NORTH HILL STREET LOS ANGELES CA 90012 Case title: INSURANCE COMMISSION Ref: 204-410-04		base chg :	7.50
COURT SERVICE								7.50

INVOICE PAYMENT DUE UPON RECEIPT

## **EXHIBIT 5**

Wisener \* Nunnally \* Gold, L.L.P.

625 W. Centerville Road, Suite 110  
Garland, TX 75041

# Invoice

DATE	INVOICE #
4/21/2010	10479

<b>BILL TO</b>
Golden State Mutual Life Insurance Co Contract #2010-7809 Attn: Joseph Holloway 1999 West Adams Blvd. Los Angeles, CA 90018

**PAID**  
804.00  
804.00

CLIENT NUMBER	CLIENT MATTER NAME
5405-001	General

DATE	SERVICE TYPE	DESCRIPTION	HOURS	RATE	AMOUNT
3/26/2010	5405-001 R Nunnally	Call with Mr. Weiss prior to conference call	0.1	250.00	25.00
3/26/2010	5405-001 R Nunnally	Conference call with other side and Mr. Weiss about documentation	1	250.00	250.00
3/26/2010	5405-001 R Nunnally	Call with Mr. Weiss about need for revisions	0.1	250.00	25.00
3/26/2010	5405-001 R Nunnally	Revise reinsurance agreement	1.3	250.00	325.00
3/29/2010	5405-001 R Nunnally	Conference with Mr. Weiss regarding revisions to the documents	1	250.00	250.00
3/30/2010	5405-001 R Nunnally	Analysis of redline and call with Mr. Weiss prior to conference call	0.3	250.00	75.00
3/30/2010	5405-001 R Nunnally	Call with other side regarding document and follow up call with Mr. Weiss	1	250.00	250.00
3/30/2010	5405-001 R Nunnally	Call with Ms. Murphy regarding bond	0.2	250.00	50.00
3/30/2010	5405-001 R Nunnally	Analysis of dividend materials and e-mail regarding the same to Mr. Gulnor	0.5	250.00	125.00
3/31/2010	5405-001 R Nunnally	Call with Mr. Weiss to prepare for the conference call	0.2	250.00	50.00
3/31/2010	5405-001 R Nunnally	Call with IA and Mr. Weiss regarding agreements	2	250.00	500.00
3/31/2010	5405-001 R Nunnally	Follow up call with Mr. Weiss after the main call	0.2	250.00	50.00
		Total Legal Services			6,625.00
3/31/2010	Reimb Group	Fedex - 02/24/10		58.36	58.36
3/31/2010		3 pages copied @ .10 per page - March 2010		0.30	0.30
3/31/2010		Conference call - 03/25/10		38.52	38.52
3/31/2010		Conference call - 03/26/10		65.34	65.34
3/31/2010		Conference call - 03/30/10		25.77	25.77
3/31/2010		Conference call - 03/31/10		127.77	127.77
		Total Reimbursable Expenses			316.06

OK by [Signature]  
4/27/10


Thank you for your business.

<b>Total</b>	\$6,941.06
<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$6,941.06

Phone #	Fax #
972-840-9080	972-840-6575

Approved,  
Joe Holloway  
4-30-10

Approved  
4/30/10

 You forwarded this message on 4/30/2010 8:52 AM.

**Pearce, Scott**

**From:** Holloway, Joe  
**To:** Pearce, Scott; Wilson, David  
**Cc:**  
**Subject:** RE: Wisener Nunnally March  
**Attachments:**

**Sent:** Fri 4/30/2010 8:35 AM

Approved

---

**From:** Pearce, Scott  
**Sent:** Fri 4/30/2010 8:17 AM  
**To:** Wilson, David; Holloway, Joe  
**Subject:** FW: Wisener Nunnally March

Please use this email to consider my request below. Please disregard the prior as I failed to clean off some prior emails. My apologies for the redo.

SP

---

**From:** Pearce, Scott  
**Sent:** Fri 4/30/2010 8:11 AM  
**To:** Holloway, Joe; Wilson, David  
**Subject:** Wisener Nunnally March

Attached please find Robert Nunnally's March invoice for services rendered to the Golden State estate. I have reviewed the bill and checked the math. The time and expense is consistent with our direction and specific needs to the assumption transaction with IA American. I have aproved te invoice and I recommend your aproval to pay the bill.

If you wish to discuss this bill please let me know.

Scott

Wisener \* Nunnally \* Gold, L.L.P.

625 W. Centerville Road, Suite 110  
Garland, TX 75041

# Invoice

DATE	INVOICE #
4/21/2010	10479

<b>BILL TO</b>
Golden State Mutual Life Insurance Co. Contract #2010-7809 Attn: Joseph Holloway 1999 West Adams Blvd. Los Angeles, CA 90018

CLIENT NUMBER	CLIENT MATTER NAME
5405-001	General

DATE	SERVICE TYPE	DESCRIPTION	HOURS	RATE	AMOUNT
3/1/2010	5405-001 R Nunnally	Draft order approving rehabilitation	1.9	250.00	475.00
3/1/2010	5405-001 R Nunnally	Call with Mr. Weiss regarding revisions to agreement	0.5	250.00	125.00
3/1/2010	5405-001 R Nunnally	Draft revisions to agreement	0.7	250.00	175.00
3/1/2010	5405-001 R Nunnally	Call with Mr. Wilson regarding case developments and press release	0.2	250.00	50.00
3/2/2010	5405-001 R Nunnally	Call with Mr. Weiss regarding plan comments	0.7	250.00	175.00
3/3/2010	5405-001 R Nunnally	Conference call with CLO team, Mr. Weiss and Ms. Smith regarding changes to rehabilitation agreement documents	0.8	250.00	200.00
3/3/2010	5405-001 R Nunnally	Telephone call with Mr. Weiss regarding further changes to plan documents to implement results of conference call	0.4	250.00	100.00
3/4/2010	5405-001 R Nunnally	Call with Mr. Weiss	0.5	250.00	125.00
3/4/2010	5405-001 R Nunnally	Revise plan documents	1.7	250.00	425.00
3/4/2010	5405-001 R Nunnally	Analysis of status report and e mail regarding same	0.2	250.00	50.00
3/5/2010	5405-001 R Nunnally	Revise agreements	1	250.00	250.00
3/10/2010	5405-001 R Nunnally	Revise the rehabilitation application	1.1	250.00	275.00
3/18/2010	5405-001 R Nunnally	E mail to Mr. Weiss regarding agreement status	0.1	250.00	25.00
3/23/2010	5405-001 R Nunnally	Analysis of Section 1457 and call with Mr. Weiss; e mail authority to Mr. Weiss	0.5	250.00	125.00
3/24/2010	5405-001 R Nunnally	Analysis of the rehabilitation plan and draft table	1.6	250.00	400.00
3/24/2010	5405-001 R Nunnally	Call with CLO team and Mr. Weiss	0.6	250.00	150.00
3/24/2010	5405-001 R Nunnally	Follow up calls with Mr. Weiss	0.3	250.00	75.00
3/24/2010	5405-001 R Nunnally	Analysis of revisions to the reinsurance agreement	0.1	250.00	25.00
3/24/2010	5405-001 R Nunnally	Analysis of the dividend issue	1	250.00	250.00
3/24/2010	5405-001 R Nunnally	Call with Mr. Pearce regarding dividends	0.1	250.00	25.00
3/25/2010	5405-001 R Nunnally	Analysis of revisions to agreement	0.2	250.00	50.00
3/25/2010	5405-001 R Nunnally	Call with IA and Mr. Weiss	0.5	250.00	125.00
3/25/2010	5405-001 R Nunnally	Call with Mr. Weiss regarding revisions	1.3	250.00	325.00
3/25/2010	5405-001 R Nunnally	Analysis of Section 1043 nuances/binding effect of plan	1.5	250.00	375.00
3/25/2010	5405-001 R Nunnally	Call with CLO regarding plan negotiations	1	250.00	250.00
3/26/2010	5405-001 R Nunnally	Analysis of revisions to reinsurance agreement	0.1	250.00	25.00

Thank you for your business.

**Total**

**Payments/Credits**

**Balance Due**

Phone #	Fax #
972-840-9080	972-840-6575



Wisener \* Nunnally \* Gold, L.L.P.

625 W. Centerville Road, Suite 110  
Garland, TX 75041

# Invoice

DATE	INVOICE #
4/21/2010	10479

<b>BILL TO</b>
Golden State Mutual Life Insurance Co. Contract #2010-7809 Attn: Joseph Holloway 1999 West Adams Blvd. Los Angeles, CA 90018

CLIENT NUMBER	CLIENT MATTER NAME
5405-001	General

DATE	SERVICE TYPE	DESCRIPTION	HOURS	RATE	AMOUNT
3/26/2010	5405-001 R Nunnally	Call with Mr. Weiss prior to conference call	0.1	250.00	25.00
3/26/2010	5405-001 R Nunnally	Conference call with other side and Mr. Weiss about documentation	1	250.00	250.00
3/26/2010	5405-001 R Nunnally	Call with Mr. Weiss about need for revisions	0.1	250.00	25.00
3/26/2010	5405-001 R Nunnally	Revise reinsurance agreement	1.3	250.00	325.00
3/29/2010	5405-001 R Nunnally	Conference with Mr. Weiss regarding revisions to the documents	1	250.00	250.00
3/30/2010	5405-001 R Nunnally	Analysis of redline and call with Mr. Weiss prior to conference call	0.3	250.00	75.00
3/30/2010	5405-001 R Nunnally	Call with other side regarding document and follow up call with Mr. Weiss	1	250.00	250.00
3/30/2010	5405-001 R Nunnally	Call with Ms. Murphy regarding bond	0.2	250.00	50.00
3/30/2010	5405-001 R Nunnally	Analysis of dividend materials and e-mail regarding the same to Mr. Guinon	0.5	250.00	125.00
3/31/2010	5405-001 R Nunnally	Call with Mr. Weiss to prepare for the conference call	0.2	250.00	50.00
3/31/2010	5405-001 R Nunnally	Call with IA and Mr. Weiss regarding agreements	2	250.00	500.00
3/31/2010	5405-001 R Nunnally	Follow up call with Mr. Weiss after the main call	0.2	250.00	50.00
		Total Legal Services			6,625.00
	Reimb Group				
3/31/2010		Fedex - 02/24/10		58.36	58.36
3/31/2010		3 pages copied @ .10 per page - March 2010		0.30	0.30
3/31/2010		Conference call - 03/25/10		38.52	38.52
3/31/2010		Conference call - 03/26/10		65.34	65.34
3/31/2010		Conference call - 03/30/10		25.77	25.77
3/31/2010		Conference call - 03/31/10		127.77	127.77
		Total Reimbursable Expenses			316.06

OK to pay  
J. Holloway  
4/27/10

Thank you for your business.

**Total** \$6,941.06

**Payments/Credits** \$0.00

**Balance Due** \$6,941.06

Phone #	Fax #
972-840-9080	972-840-6575

02/24/10 FEDEX# 798421499200 1-800-622-1147

58.36

5405-001 90017

TO: Epstein, Turner & Song CA

FROM: Belinda Jones 76041

001 PRIORITY PKG 5LB AWB798421499200

YOUR FEDEX CUSTOM DISCOUNT IS \$6.10

*Continued on next page*



<b>Department ID Management</b>		<b>Settings</b>
		<b>901 to 1002</b>

Last Updated :04/01/2010 07:03:04

Select	Department ID	Print Total/Page Limits			
		Total Prints Total	Black Copy	Scan	Print
	● <u>5142001</u>		0	0	0
	● <u>5143001</u>		0	0	0
	● <u>5144001</u>	175	175	62	0
	● <u>5200001</u>		0	0	0
	● <u>5300001</u>		0	0	0
	● <u>5400000</u>		0	0	0
	● <u>5400001</u>		0	0	0
	● <u>5400002</u>		0	0	0
	● <u>5400003</u>		0	0	0
	● <u>5401001</u>		0	0	0
	● <u>5403001</u>		0	0	0
	● <u>5404001</u>	8	8	3	0
	● <u>5405001</u>	53	3	4	50
	● <u>6002001</u>	42	42	0	0

Sarabjit (ID: 772924) Summary

Audio Conferencing	Mar Amt	Mar \$	Apr Amt	Apr \$	Total
Conference Minimum Adjustment Charges	4	\$0.00	0	\$0.00	\$0.00
Phone Minutes	969	\$242.25	0	\$0.00	\$242.25
<b>Total Tax</b>		<b>\$15.15</b>		<b>\$0.00</b>	<b>\$15.15</b>
<b>Teresa Hollfield Total</b>		<b>\$257.40</b>		<b>\$0.00</b>	<b>\$257.40</b>

## Teresa Hollfield's Meetings

## Audio Conferencing

March 25, 2010

10:23 AM - 10:57 AM

Duration (Minutes): 145

Description	Phone	Dial Out	Joined	Left	Duration	Cost
6023215523	6023215523	N	10:23 AM	10:53 AM	30	\$7.50
9728409080	9728409080	N	10:24 AM	10:57 AM	33	\$8.25
4804735540	4804735540	N	10:29 AM	10:57 AM	29	\$7.25
2138617494	2138617494	N	10:30 AM	10:57 AM	27	\$6.75
3038257307	3038257307	N	10:31 AM	10:57 AM	26	\$6.50
Texas State Tax						\$2.27
<b>Total</b>					<b>145</b>	<b>\$38.52</b>

## Audio Conferencing

March 26, 2010

10:56 AM - 12:00 PM

Billing Code: 5405001

Duration (Minutes): 246

Description	Phone	Dial Out	Joined	Left	Duration	Cost
9728409080	9728409080	N	10:56 AM	12:00 PM	64	\$16.00
3037174841	3037174841	N	10:59 AM	12:00 PM	62	\$15.50
4804735540	4804735540	N	11:01 AM	12:00 PM	60	\$15.00
8189958025	8189958025	N	11:01 AM	12:00 PM	60	\$15.00
Texas State Tax						\$3.84
<b>Total</b>					<b>246</b>	<b>\$65.34</b>

## Audio Conferencing

March 30, 2010

10:28 AM - 10:54 AM

Billing Code: 5405001

Duration (Minutes): 97

Description	Phone	Dial Out	Joined	Left	Duration	Cost
3038257307	3038257307	N	10:28 AM	10:54 AM	26	\$6.50
9728409080	9728409080	N	10:30 AM	10:53 AM	24	\$6.00
2138617494	2138617494	N	10:31 AM	10:53 AM	23	\$5.75
4804735540	4804735540	N	10:31 AM	10:54 AM	24	\$6.00
Texas State Tax						\$1.52
<b>Total</b>					<b>97</b>	<b>\$25.77</b>

## Audio Conferencing

March 31, 2010

02:27 PM - 04:28 PM

Billing Code: 5405001

Duration (Minutes): 481

Description	Phone	Dial Out	Joined	Left	Duration	Cost
8185995296	8185995296	N	02:27 PM	04:21 PM	114	\$28.50
4804735540	4804735540	N	02:29 PM	04:28 PM	120	\$30.00
9728409080	9728409080	N	02:29 PM	04:28 PM	120	\$30.00
3038257307	3038257307	N	02:30 PM	04:28 PM	119	\$29.75
8189958025	8189958025	N	04:20 PM	04:28 PM	8	\$2.00
Texas State Tax						\$7.52
<b>Total</b>					<b>481</b>	<b>\$127.77</b>

Wisener \* Nunnally \* Gold, L.L.P.  
 625 W. Centerville Road, Suite 110  
 Garland, TX 75041

# Invoice

DATE	INVOICE #
5/19/2010	10626

<b>BILL TO</b>
Golden State Mutual Life Insurance Co. Contract #2010-7809 Attn: Joseph Holloway 1999 West Adams Blvd. Los Angeles, CA 90018

CLIENT NUMBER	CLIENT MATTER NAME
5405-001	General

DATE	SERVICE TYPE	DESCRIPTION	HOURS	RATE	AMOUNT
4/29/2010	5405-001 R Nunnally	Analysis of revision to the service agreement and e mail to Mr. Weiss about this topic	0.1	250.00	25.00
4/30/2010	5405-001 R Nunnally	Draft Holloway declaration supporting rehab motion	1	250.00	250.00
4/30/2010	5405-001 R Nunnally	Call with Mr. Weiss regarding the documents	0.1	250.00	25.00
		Total Legal Services			6,995.50
	Reimb Group				
4/30/2010		13 pages copied @ .10 per page - April 2010		1.30	1.30
4/30/2010		Conference call - 04/23/10		19.76	19.76
		Total Reimbursable Expenses			21.06

**PAID**  
 80723

*I have reviewed  
 & approve this  
 invoice.*

*I HAVE REVIEWED  
 THIS INVOICE AND  
 CONFIRMED THE MATH.  
 I APPROVE THE BILL  
 FOR PAYMENT.*

Thank you for your business.

Phone #	Fax #
972-840-9080	972-840-6575

*approved  
 Wm  
 6/8/10*

<b>Total</b>	\$7,016.56
<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$7,016.56

Wisener \* Nunnally \* Gold, L.L.P.

625 W. Centerville Road, Suite 110  
Garland, TX 75041

# Invoice

DATE	INVOICE #
5/19/2010	10626

<b>BILL TO</b>
Golden State Mutual Life Insurance Co. Contract #2010-7809 Attn: Joseph Holloway 1999 West Adams Blvd. Los Angeles, CA 90018

CLIENT NUMBER	CLIENT MATTER NAME
5405-001	General

DATE	SERVICE TYPE	DESCRIPTION	HOURS	RATE	AMOUNT
4/1/2010	5405-001 R Nunnally	Call with CLO team regarding rehab agreements	1.1	250.00	275.00
4/1/2010	5405-001 R Nunnally	Call with Ms. Murphy and Golden State employee regarding the dividend calculations	0.4	250.00	100.00
4/2/2010	5405-001 R Nunnally	Revise dividend letter	0.1	250.00	25.00
4/2/2010	5405-001 R Nunnally	Call with CLO and IA	0.5	250.00	125.00
4/2/2010	5405-001 R Nunnally	Follow up call with Scott and Todd	0.5	250.00	125.00
4/2/2010	5405-001 R Nunnally	Analysis of policy language and divisible surplus issues	1.5	250.00	375.00
4/2/2010	5405-001 R Nunnally	Call with Ms. Murphy and Ms. Green regarding dividends	0.2	250.00	50.00
4/2/2010	5405-001 R Nunnally	Follow up e mail to Scott and Todd regarding dividend calculation	0.15	250.00	37.50
4/2/2010	5405-001 R Nunnally	Analysis of agent's agreements	0.1	250.00	25.00
4/2/2010	5405-001 R Nunnally	Revise letter to hardship/withdrawal applicants	0.2	250.00	50.00
4/5/2010	5405-001 R Nunnally	Call with Mr. Weiss regarding the deal status	0.1	250.00	25.00
4/5/2010	5405-001 R Nunnally	Draft e mail to Mr. Pearce re: dividends	0.1	250.00	25.00
4/7/2010	5405-001 R Nunnally	Analysis of the plan changes	0.1	250.00	25.00
4/7/2010	5405-001 R Nunnally	Call with Mr. Weiss regarding the plan changes	0.2	250.00	50.00
4/7/2010	5405-001 R Nunnally	Conference call regarding the rehabilitation plan with CLO personnel	1.5	250.00	375.00
4/7/2010	5405-001 R Nunnally	Follow up call with Mr. Weiss regarding commissions	0.5	250.00	125.00
4/8/2010	5405-001 R Nunnally	Call regarding documents with CLO team and Mr. Weiss	1	250.00	250.00
4/9/2010	5405-001 R Nunnally	Revise assumption agreement	0.5	250.00	125.00
4/9/2010	5405-001 R Nunnally	Call with Mr. Weiss regarding the documents	0.5	250.00	125.00
4/9/2010	5405-001 R Nunnally	Analysis of service agreement	0.2	250.00	50.00
4/9/2010	5405-001 R Nunnally	Call with Mr. Weiss regarding service agreement	0.4	250.00	100.00
4/9/2010	5405-001 R Nunnally	Call with Mr. Wilson regarding coinsurance and upcoming negotiation	0.4	250.00	100.00
4/11/2010	5405-001 R Nunnally	Revise co insurance	0.6	250.00	150.00
4/11/2010	5405-001 R Nunnally	Draft e mail to Mr. Weiss regarding co-insurance	0.1	250.00	25.00
4/11/2010	5405-001 R Nunnally	Revise notice	0.3	250.00	75.00
4/12/2010	5405-001 R Nunnally	Call with Mr. Weiss regarding agreement. Call with Mr. Weiss and Mr. Holloway regarding notice	0.3	250.00	75.00
4/15/2010	5405-001 R Nunnally	Conference calls with CLO and with bidder regarding documentation	1.5	250.00	375.00

Thank you for your business.

**Total**

**Payments/Credits**

**Balance Due**

Phone #	Fax #
972-840-9080	972-840-6575

Wisener \* Nunnally \* Gold, L.L.P.

625 W. Centerville Road, Suite 110  
Garland, TX 75041

# Invoice

DATE	INVOICE #
5/19/2010	10626

BILL TO
Golden State Mutual Life Insurance Co. Contract #2010-7809 Attn: Joseph Holloway 1999 West Adams Blvd. Los Angeles, CA 90018

CLIENT NUMBER	CLIENT MATTER NAME
5405-001	General

DATE	SERVICE TYPE	DESCRIPTION	HOURS	RATE	AMOUNT
4/15/2010	5405-001 R Nunnally	Draft interim reinsurance agreement	1	250.00	250.00
4/15/2010	5405-001 R Nunnally	Call with Mr. Weiss to revise and finalize agreements	0.5	250.00	125.00
4/19/2010	5405-001 R Nunnally	Analysis and revision of agreements	0.5	250.00	125.00
4/19/2010	5405-001 R Nunnally	Call with Mr. Weiss and then with Mr. Weiss and Mr. Pearce regarding agreements	0.4	250.00	100.00
4/19/2010	5405-001 R Nunnally	Revise the memorandum regarding open issues	0.2	250.00	50.00
4/20/2010	5405-001 R Nunnally	Revise reinsurance agreement	0.3	250.00	75.00
4/20/2010	5405-001 R Nunnally	Call with Mr. Weiss regarding finalization of agreements	0.2	250.00	50.00
4/21/2010	5405-001 R Nunnally	Conference call regarding the rehabilitation documents	1.4	250.00	350.00
4/21/2010	5405-001 R Nunnally	E mail and call with Mr. Hom regarding Friday conference call	0.1	250.00	25.00
4/21/2010	5405-001 R Nunnally	Call with Mr. Weiss regarding documents	0.2	250.00	50.00
4/22/2010	5405-001 R Nunnally	Calls with CLO and bidder and then with Mr. Weiss regarding the rehabilitation plan	1.5	250.00	375.00
4/22/2010	5405-001 R Nunnally	Draft revisions to the notices	0.3	250.00	75.00
4/22/2010	5405-001 R Nunnally	Call with Mr. Weiss regarding the notice document	0.1	250.00	25.00
4/23/2010	5405-001 R Nunnally	Draft revisions to rehab plan	0.2	250.00	50.00
4/23/2010	5405-001 R Nunnally	Call with Mr. Hom and Mr. Weiss regarding rehab plan	0.4	250.00	100.00
4/23/2010	5405-001 R Nunnally	Call with Mr. Weiss about drafts and transmission of drafts	0.1	250.00	25.00
4/23/2010	5405-001 R Nunnally	Draft Wilson declaration	0.9	250.00	225.00
4/23/2010	5405-001 K Lawrence	Revisions to Wilson Declaration	0.6	180.00	108.00
4/26/2010	5405-001 R Nunnally	Draft revisions to ex parte notice	0.4	250.00	100.00
4/26/2010	5405-001 R Nunnally	Call with Mr. Weiss regarding timing and changes in language re: rehab notice and section 5.3	0.2	250.00	50.00
4/27/2010	5405-001 R Nunnally	Conference call with CLO team and Mr. Weiss	2	250.00	500.00
4/27/2010	5405-001 R Nunnally	Follow up call with Mr. Weiss regarding documents	0.2	250.00	50.00
4/28/2010	5405-001 R Nunnally	Revise reinsurance agreement	1	250.00	250.00
4/28/2010	5405-001 R Nunnally	Revise ex parte notice	0.2	250.00	50.00
4/28/2010	5405-001 R Nunnally	Call regarding form of agreements	0.8	250.00	200.00
4/28/2010	5405-001 R Nunnally	Call with Mr. Weiss regarding notice documents	0.2	250.00	50.00

Thank you for your business.

**Total**

**Payments/Credits**

**Balance Due**

Phone #	Fax #
972-840-9080	972-840-6575



Wisener \* Nunnally \* Gold, L.L.P.

625 W. Centerville Road, Suite 110  
Garland, TX 75041

# Invoice

DATE	INVOICE #
5/19/2010	10626

## BILL TO

Golden State Mutual Life Insurance Co.  
Contract #2010-7809  
Attn: Joseph Holloway  
1999 West Adams Blvd.  
Los Angeles, CA 90018

CLIENT NUMBER

CLIENT MATTER NAME

5405-001

General

DATE	SERVICE TYPE	DESCRIPTION	HOURS	RATE	AMOUNT
4/29/2010	5405-001 R Nunnally	Analysis of revision to the service agreement and e mail to Mr. Weiss about this topic	0.1	250.00	25.00
4/30/2010	5405-001 R Nunnally	Draft Holloway declaration supporting rehab motion	1	250.00	250.00
4/30/2010	5405-001 R Nunnally	Call with Mr. Weiss regarding the documents	0.1	250.00	25.00
		Total Legal Services			6,995.50
4/30/2010	Reimb Group	13 pages copied @ .10 per page - April 2010		1.30	1.30
4/30/2010		Conference call - 04/23/10		19.76	19.76
		Total Reimbursable Expenses			21.06
Thank you for your business.			Total	\$7,016.56	

I HAVE REVIEWED  
THIS INVOICE AND  
CONFIRMED THE MATH.  
I APPROVE THE BILL  
FOR PAYMENT.

6/3/11

Payments/Credits \$0.00

Balance Due \$7,016.56

Phone #

Fax #

972-840-9080

972-840-6575





iR3045

IR3045



# ☒ Department ID Management

Settings

901 to 1002

Last Updated :05/03/2010 09:03:03

Select Department ID

Print Total/Page Limits

Total Prints

Black  
Copy

Scan

Print

<input checked="" type="checkbox"/>	● <u>5401001</u>	0	0	0	0
<input checked="" type="checkbox"/>	● <u>5403001</u>	0	0	0	0
<input checked="" type="checkbox"/>	● <u>5404001</u>	11	11	0	0
<input checked="" type="checkbox"/>	● <u>5405001</u>	13	13	0	0
<input checked="" type="checkbox"/>	● <u>6100001</u>	0	0	0	0
<input checked="" type="checkbox"/>	● <u>6101001</u>	0	0	0	0
<input checked="" type="checkbox"/>	● <u>6102001</u>	0	0	0	0
<input checked="" type="checkbox"/>	● <u>6103001</u>	0	0	0	0
<input checked="" type="checkbox"/>	● <u>6104001</u>	0	0	0	0
<input checked="" type="checkbox"/>	● <u>6105001</u>	0	0	0	0
<input checked="" type="checkbox"/>	● <u>6106001</u>	0	0	0	0
<input checked="" type="checkbox"/>	● <u>6107001</u>	0	0	0	0
<input checked="" type="checkbox"/>	● <u>7001001</u>	76	76	38	0
<input checked="" type="checkbox"/>	● <u>7001002</u>	0	0	0	0

100

**Teresa Hollfield (JP-A/2024) Summary**

	Apr Amt	Apr \$	May Amt	May \$	Total
<b>Audio Conferencing</b>					
Conference Minimum Adjustment Charges	1	\$0.00	0	\$0.00	\$0.00
Phone Minutes	73	\$18.25	0	\$0.00	\$18.25
<b>Total Tax</b>		<b>\$1.51</b>		<b>\$0.00</b>	<b>\$1.51</b>
<b>Teresa Hollfield Total</b>		<b>\$19.76</b>		<b>\$0.00</b>	<b>\$19.76</b>

**Teresa Hollfield's Meetings**

Audio Conferencing				Billing Code: 77777		
April 23, 2010		02:57 PM - 03:27 PM			Duration (Minutes): 73	
Description	Phone	Dial Out	Joined	Left	Duration	Cost
9728409080	9728409080	N	02:57 PM	03:27 PM	30	\$7.50
4159770782	4159770782	N	03:00 PM	03:26 PM	26	\$6.50
8185995296	8185995296	N	03:10 PM	03:27 PM	17	\$4.25
Texas State Tax						\$1.14
Garland City Tax						\$0.37
Total					73	\$19.76

**Teresa Hollfield's Billing Code Summary**

Billing Code	Service	Item	Quantity	Cost
77777	Audio Conf.	Phone Minutes	73	\$18.25
			<b>Tax</b>	<b>\$1.51</b>
			<b>Billing Code 77777 Total</b>	<b>\$19.76</b>
			<b>Total Tax:</b>	<b>\$1.51</b>
			<b>Teresa Hollfield's Billing Codes Total:</b>	<b>\$19.76</b>

Wisener \* Nunnally \* Gold, L.L.P.

625 W. Centerville Road, Suite 110  
Garland, TX 75041

## Invoice

DATE	INVOICE #
6/30/2010	10753

BILL TO
Golden State Mutual Life Insurance Co Contract #2010-7809 Attn: Joseph Holloway 1999 West Adams Blvd Los Angeles, CA 90018

			TERMS	CLIENT NUMBER	
			Due on receipt	5405-001	
DATE	SERVICE TYPE	DESCRIPTION	HOURS	RATE	AMOUNT
5/31/2010		10 pages copied @ .10 per page - May 2010		1.00	1.00
<p><b>PAY</b> <b>81029</b></p> <p>OK to pay, Joe Holloway 7-14-10</p> <p>I HAVE REVIEWED &amp; TIED THE BILL FOR ACCURACY. I RECOMMEND PAYMENT. 7/13/10</p>					
Thank you for your business.			Total	\$1,751.00	
			Retainer Applied	\$0.00	
			Balance Due	\$1,751.00	

Approved  
WISNER  
7/14/10

Phone #	Fax #
972-840-9080	972-840-6575

Wisener \* Nunnally \* Gold, L.L.P.

625 W. Centerville Road, Suite 110  
Garland, TX 75041

# Invoice

DATE	INVOICE #
6/30/2010	10753

BILL TO
Golden State Mutual Life Insurance Co. Contract #2010-7809 Attn: Joseph Holloway 1999 West Adams Blvd. Los Angeles, CA 90018

			TERMS	CLIENT NUMBER	
			Due on receipt	5405-001	
DATE	SERVICE TYPE	DESCRIPTION	HOURS	RATE	AMOUNT
5/3/2010	5405-001 R Nunn...	Revision of Wilson declaration	0.3	250.00	75.00
5/3/2010	5405-001 R Nunn...	Revision of Holloway declaration	0.1	250.00	25.00
5/3/2010	5405-001 R Nunn...	Analysis of final draft of documents	0.5	250.00	125.00
5/4/2010	5405-001 R Nunn...	Analysis of the death claims issue sampling	0.1	250.00	25.00
5/4/2010	5405-001 R Nunn...	Conference call with CLO team and Mr. Weiss regarding agreement and status	0.5	250.00	125.00
5/4/2010	5405-001 R Nunn...	Draft revisions in the documents to deal with the death claims issue	0.2	250.00	50.00
5/4/2010	5405-001 R Nunn...	Call with Mr. Weiss regarding the agreement revisions to be made	0.1	250.00	25.00
5/4/2010	5405-001 R Nunn...	Call with Mr. Weiss and with Mr. Weiss and Mr. Donovan regarding agreement timing	0.2	250.00	50.00
5/5/2010	5405-001 R Nunn...	Draft revisions to the Q and A script and associated e-mails	1.3	250.00	325.00
5/6/2010	5405-001 R Nunn...	Conference call regarding rehab matters with CLO	1	250.00	250.00
5/6/2010	5405-001 R Nunn...	Analysis of IA letter	0.1	250.00	25.00
5/7/2010	5405-001 R Nunn...	Revise letter and Q and A	0.5	250.00	125.00
5/12/2010	5405-001 R Nunn...	Call with Mr. Weiss regarding the rehabilitation notice hearing and revisions he will do to the motion	0.2	250.00	50.00
5/14/2010	5405-001 R Nunn...	Revise application	0.5	250.00	125.00
5/14/2010	5405-001 R Nunn...	Call with Mr. Weiss regarding finalizing app and order	0.2	250.00	50.00
5/17/2010	5405-001 R Nunn...	Draft e mail to Mr. Weiss regarding publication notice	0.1	250.00	25.00
5/18/2010	5405-001 R Nunn...	Revise application and declarations	0.7	250.00	175.00
5/20/2010	5405-001 R Nunn...	Analysis of website materials and draft e mail to Mr. Weiss regarding these materials	0.1	250.00	25.00
5/21/2010	5405-001 R Nunn...	Call with Mr. Weiss regarding hearing matters and contacts from claimants	0.2	250.00	50.00
5/21/2010	5405-001 R Nunn...	Call with Mr. Pearce about upcoming hearing	0.1	250.00	25.00
Total Legal Services					1,750.00
Thank you for your business.			Total		
			Retainer Applied		
			Balance Due		

Phone #	Fax #
972-840-9080	972-840-6575

Wisener \* Nunnally \* Gold, L.L.P.

625 W. Centerville Road, Suite 110  
Garland, TX 75041

# Invoice

DATE	INVOICE #
6/30/2010	10753

<b>BILL TO</b>
Golden State Mutual Life Insurance Co. Contract #2010-7809 Attn: Joseph Holloway 1999 West Adams Blvd. Los Angeles, CA 90018

			TERMS	CLIENT NUMBER	
			Due on receipt	5405-001	
DATE	SERVICE TYPE	DESCRIPTION	HOURS	RATE	AMOUNT
5/31/2010		10 pages copied @ .10 per page - May 2010		1.00	1.00
Thank you for your business.			<b>Total</b>		\$1,751.00
			<b>Retainer Applied</b>		\$0.00
			<b>Balance Due</b>		\$1,751.00

I HAVE REVIEWED & TIED  
THE BILL FOR ACCURACY.  
I RECOMMEND PAYMENT.  
*[Signature]*  
7/13/1

Phone #	Fax #
972-840-9080	972-840-6575



<b>Department ID Management</b>	<b>Settings...</b>
901 to 1002	

Last Updated :06/01/2010 08:23:10

Select Department ID

Print Total/Page Limits

		Total Prints Total	Black Copy	Scan	Print	
<input type="checkbox"/>	● <u>5141001</u>	0	0	0	0	
<input type="checkbox"/>	● <u>5142001</u>	0	0	0	0	
<input type="checkbox"/>	● <u>5143001</u>	52	52	0	0	
<input type="checkbox"/>	● <u>5144001</u>	0	0	0	0	
<input type="checkbox"/>	● <u>5145001</u>	0	0	0	0	
<input type="checkbox"/>	● <u>5200001</u>	0	0	0	0	
<input type="checkbox"/>	● <u>5300001</u>	0	0	0	0	
<input type="checkbox"/>	● <u>5400000</u>	0	0	0	0	
<input type="checkbox"/>	● <u>5400001</u>	0	0	0	0	
<input type="checkbox"/>	● <u>5400002</u>	0	0	0	0	
<input type="checkbox"/>	● <u>5400003</u>	0	0	0	0	
<input type="checkbox"/>	● <u>5401001</u>	0	0	0	0	
<input type="checkbox"/>	● <u>5403001</u>	0	0	0	0	
<input type="checkbox"/>	● <u>5404001</u>	0	0	0	0	
<input type="checkbox"/>	● <u>5405001</u>	140	10	0	130	

62

Wisener \* Nunnally \* Gold, L.L.P.

625 W. Centerville Road, Suite 110  
Garland, TX 75041

# Invoice

DATE	INVOICE #
7/28/2010	10912

<b>BILL TO</b>
Golden State Mutual Life Insurance Co. Contract #2010-7809 Attn: Joseph Holloway 1999 West Adams Blvd. Los Angeles, CA 90018

CLIENT NUMBER	CLIENT MATTER NAME
5405-001	General

DATE	SERVICE TYPE	DESCRIPTION	HOURS	RATE	AMOUNT
		Total Reimbursable Expenses			.689.50
<div>PAID 8/2/14</div>					

Thank you for your business.

**Total** \$3,589.50

**Payments/Credits** \$0.00

**Balance Due** \$3,589.50

Phone #	Fax #
972-840-9080	972-840-6575

Page 2

OK,  
Jeffrey D. W.  
8-10-10 8/10

OK to pay  
Jeffrey  
9/3/10

Wisener \* Nunnally \* Gold, L.L.P.

625 W. Centerville Road, Suite 110  
Garland, TX 75041

# Invoice

DATE	INVOICE #
7/28/2010	10912

<b>BILL TO</b>
Golden State Mutual Life Insurance Co. Contract #2010-7809 Attn: Joseph Holloway 1999 West Adams Blvd. Los Angeles, CA 90018

CLIENT NUMBER	CLIENT MATTER NAME
5405-001	General

DATE	SERVICE TYPE	DESCRIPTION	HOURS	RATE	AMOUNT
6/10/2010	5405-001 R Nunnally	Call with Mr. Pearce regarding status	0.1	250.00	25.00
6/10/2010	5405-001 R Nunnally	Draft e mail regarding letter to court by ex employees	0.2	250.00	50.00
6/14/2010	5405-001 R Nunnally	Call with CLO regarding objection letter	0.5	250.00	125.00
6/14/2010	5405-001 R Nunnally	Analysis of employee materials	0.2	250.00	50.00
6/14/2010	5405-001 R Nunnally	Call with Mr. Weiss regarding objections and reply	0.5	250.00	125.00
6/15/2010	5405-001 R Nunnally	Analysis of employee group life policies	0.3	250.00	75.00
6/15/2010	5405-001 R Nunnally	Revise reply	0.2	250.00	50.00
6/15/2010	5405-001 R Nunnally	Call with Mr. Weiss regarding reply	0.7	250.00	175.00
6/15/2010	5405-001 R Nunnally	Further revisions to reply	0.2	250.00	50.00
6/16/2010	5405-001 R Nunnally	Attend telephonic conference regarding motion	0.5	250.00	125.00
6/16/2010	5405-001 R Nunnally	Revise reply	0.1	250.00	25.00
6/16/2010	5405-001 R Nunnally	Call with Mr. Weiss regarding reply	0.1	250.00	25.00
6/16/2010	5405-001 R Nunnally	Analysis of further revisions to reply and e mail accepting same	0.2	250.00	50.00
6/16/2010	5405-001 R Nunnally	Analysis of the reinsurance treaty	0.2	250.00	50.00
6/17/2010	5405-001 R Nunnally	Attend call with CLO personnel and IA regarding reply	0.6	250.00	150.00
6/17/2010	5405-001 R Nunnally	Call with Mr. Weiss regarding issues for reply	0.1	250.00	25.00
6/17/2010	5405-001 R Nunnally	Analysis of reply	0.1	250.00	25.00
6/22/2010	5405-001 R Nunnally	Analysis of complaint from policyholder and call with Mr. Weiss regarding this matter	0.2	250.00	50.00
6/23/2010	5405-001 R Nunnally	Travel to Los Angeles; billed at 1/2 time	1.5	250.00	375.00
6/23/2010	5405-001 R Nunnally	Meeting with Mr. Weiss regarding hearing	0.7	250.00	175.00
6/24/2010	5405-001 R Nunnally	Meet with clients prior to hearing; attend hearing and discuss result of hearing with clients	2.9	250.00	725.00
6/24/2010	5405-001 R Nunnally.	Flight to Dallas billed at 1/2 time as client courtesy	1.5	250.00	375.00
		Total Legal Services			2,900.00
6/30/2010	Reimb Group	American Airlines - 06/23/10 - 06/24/10 DFW/Los Angeles/DFW for R. Nunnally		689.40	689.40
6/30/2010		1 page copied @ .10 - June 2010		0.10	0.10

Thank you for your business.

**Total**

**Payments/Credits**

**Balance Due**

Phone #	Fax #
972-840-9080	972-840-6575



Wisener \* Nunnally \* Gold, L.L.P.

625 W. Centerville Road, Suite 110  
Garland, TX 75041

# Invoice

DATE	INVOICE #
7/28/2010	10912

## BILL TO

Golden State Mutual Life Insurance Co.  
Contract #2010-7809  
Attn: Joseph Holloway  
1999 West Adams Blvd.  
Los Angeles, CA 90018

CLIENT NUMBER	CLIENT MATTER NAME
5405-001	General

DATE	SERVICE TYPE	DESCRIPTION	HOURS	RATE	AMOUNT
		Total Reimbursable Expenses			689.50
Thank you for your business.			<b>Total</b>		\$3,589.50
			<b>Payments/Credits</b>		\$0.00
			<b>Balance Due</b>		\$3,589.50

Phone #	Fax #
972-840-9080	972-840-6575

OK to pay  
Jeff K...  
8/3/10

**AmericanAirlines\*****CLOSE WINDOW**



5405-001

Note: This is not your receipt. You will be receiving your itinerary confirmation along with your receipt soon. You may print your Itinerary & Receipt directly from AA.com once the status is updated from "Purchased" to "Ticketed".

**Reservation Details**

<b>Record Locator</b> <b>KMBBDP</b> Your record locator is your reservation confirmation number and will be needed to retrieve or reference your reservation.	<b>Status</b> Purchased - Jun 11, 2010	<b>Reservation Name</b> <b>DFW/LAX</b> You can name your reservation so it's easier to locate when you return to AA.com (e.g. Quarterly Meeting).
---	--	---

**Your Itinerary**

Carrier	Flight Number	Departing		Arriving		Cabin	Seats
		City	Date & Time	City	Date & Time	Booking Code	
 AMERICAN AIRLINES	2433	DFW Dallas/ Fort Worth	Jun 23, 2010 01:25 PM	LAX Los Angeles	Jun 23, 2010 02:30 PM	Economy V	unassigned
 AMERICAN AIRLINES	2454	LAX Los Angeles	Jun 24, 2010 04:20 PM	DFW Dallas/ Fort Worth	Jun 24, 2010 09:25 PM	Economy W	15A

**Your Notifications**

Contact	Notification Summary	Actions
:		Enabled

**Fare Summary**

Average Fare per Person - 668.00 USD			
Passenger Type Used in Pricing	Fare per Person	Additional Taxes and Fees per Person	Total Price
1 Adult	668.00 USD	21.40 USD	689.40 USD
Total Price			689.40 USD

**Summary Details****Credit Card Information**

●	<u>5403001</u>	0	0	0	0
●	<u>5404001</u>	0	0	0	0
●	<u>5405001</u>	1	1	0	0
●	<u>6100001</u>	0	0	0	0
●	<u>6101001</u>	0	0	0	0
●	<u>6102001</u>	0	0	0	0
●	<u>6103001</u>	0	0	0	0
●	<u>6104001</u>	0	0	0	0
●	<u>6105001</u>	0	0	0	0
●	<u>6106001</u>	0	0	0	0

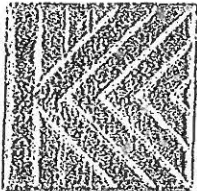
●

## **EXHIBIT 6**

# KANE CORPORATION

July 12, 2010

Golden State Mutual Life Insurance Company, in Conservation  
1999 West Adams Boulevard  
Los Angeles, CA 90018  
Attn: Joe Holloway  
On-Site Supervisor for the Conservator



For professional services re: Real Estate Related Services Associated with the  
Golden State Mutual Life Insurance Company, in Conservation  
June 1, 2010 through June 30, 2010

64.75	hours @ \$250.00 (Principal - PRI)	\$16,187.50
36.50	hours @ \$149.00 (Sr. Project Coordinator - SPC)	\$5,438.50
		<u>\$21,626.00</u>

Additional charges and out-of-pocket expenses: (breakdown attached): \$1,241.49

**TOTAL AMOUNT DUE:** \$22,867.49

DISTRICT ASSESSMENTS / TENANT ISSUES (w/s LETTERS)  
SOUTH STREET CLEAN-UP / SECURE  
ALAMEDA WORK  
DELQ. MORTGAGE REVIEW / MEETINGS

OK for pay  
Just send 8/3/10  
I HAVE REVIEWED  
THE BILL FOR ACCURACY  
AND THE WORK  
REFLECTS THE PROJECTS  
ASSIGNED. I APPROVE  
THE BILL FOR PAYMENT

KANE CORPORATION

BREAKDOWN OF AIR AND TRAVEL EXPENSES  
FOR SERVICES RENDERED GOLDEN STATE MUTUAL LIFE  
INSURANCE COMPANY, IN CONSERVATION  
JUNE 1, 2010 THROUGH JUNE 30, 2010

PRINCIPAL

DATE	AIR	HOTEL	CAR	FOOD	PARKING	MISC
JUNE 1 - 2, 2010 (LOS ANGELES, CA)	313.40	184.01	135.80	78.73	60.00	8.97
JUNE 9, 2010 (LOS ANGELES, CA)	156.70	157.03	52.23	50.17	28.50	15.95
TOTALS	470.10	341.04	188.03	128.90	88.50	24.92

TOTAL AMOUNT: \$1,241.49

July 12, 2010

Golden State Mutual Life Insurance  
Company, in Conservation  
1999 West Adams Boulevard  
Los Angeles, CA 90018  
Attn: Joe Holloway, On-Site Supervisor

Professional Services

		<u>Hours</u>
6/1/2010 PRI	Work on Golden State Mutual Life Insurance Company Assignment including but not limited to on site at Company headquarters working on valuations of all REO properties including but not limited to research of comparables, several calls to local real estate professionals, discussions with client, several telephone conversations with Michelle re: same; review and revision of comparable analysis and REO Summary report.	9.00
SPC	Work on Golden State Mutual Life Insurance Company Assignment including but not limited to work on valuation analysis of REO properties including but not limited to calls with client, calls with local real estate professionals, discussions with Peter, research on web; preparation of draft tenant letters to Winston-Salem tenants; review of Long Beach settlement statement; revisions to REO summary report; preparation of comparables worksheets.	4.00
6/2/2010 PRI	Work on Golden State Mutual Life Insurance Company Assignment including but not limited to on site at Company headquarters working on valuations of all REO properties including but not limited to research of comparables, several calls to local real estate professionals, discussions with client, several telephone conversations with Michelle re: same; review and revision of comparable analysis and REO Summary report; work on Occupant to Vacate Letter re: Winston Salem Building; forward to counsel for review; email to Medora of GSM requesting contact information for District Offices.	9.50
SPC	Work on Golden State Mutual Life Insurance Company Assignment including but not limited to continued work on REO valuation analysis including but not limited to discussions with local real estate brokers	5.50

July 12, 2010  
Golden State Mutual Life Insurance Company, in Conservation

---

**Hours**

(Chicago, Vallejo & Detroit); research and preparation of comparable analysis spreadsheets; discussions with Peter re: same; review of draft letter to tenants re: Winston-Salem property.

6/3/2010 PRI	Work on Golden State Mutual Life Insurance Company Assignment including but not limited to preparation on and sending of communications to Medora Chetlin of GSMLIC re: Detroit, MI property tenant relocation; communications with client re: recommendations for GSM Art and Corporate artifacts - Leslie Hindman, Chicago, IL; response from client to make the call to Hindman; preparation and sending of GSM letterhead to client; response from Medora Chetlin re: GSM District Office contacts.	3.75
SPC	Work on Golden State Mutual Life Insurance Company Assignment including but not limited to discussion with Peter re: due diligence and sale of business to IA Insurance company; discussions with Peter re: BPO's and REO valuation analysis; editing of letter to tenants at Winston-Salem property; review of communications from client re: Houston sale - Buyer having trouble finding financing; discussion with Peter re: his meeting with Medora; call to Advance Weight Loss Center (confirming not Detroit property) review of preliminary recipient list for art collection RFP; research re: same; preparation of letterhead for Winston-Salem tenant letters, review of contact person list provided by Medora.	3.75
6/4/2010 PRI	Work on Golden State Mutual Life Insurance Company Assignment including but not limited to work on REO property comparables; review and edit of REO Summary spreadsheet.	3.00
6/7/2010 PRI	Work on Golden State Mutual Life Insurance Company Assignment including but not limited to review of REO Summary spreadsheet/comparables analysis.	1.50
6/8/2010 PRI	Work on Golden State Mutual Life Insurance Company Assignment including but not limited to scanning and sending of Receipt of Keys sheet signed by 2706 E South Street Long Beach, CA buyer; forward to client.	0.25
SPC	Work on Golden State Mutual Life Insurance Company Assignment including but not limited to receipt of keys by Buyer and discussion with Peter re: closing.	0.25



July 12, 2010

Golden State Mutual Life Insurance Company, in Conservation

		<u>Hours</u>
6/9/2010 PRI	Work on Golden State Mutual Life Insurance Company Assignment including but not limited to on site at Headquarters in LA; review and revise REO Summary Spreadsheet; forward to clients; forwarding of Letterhead to GSM; communications to Michelle requesting Master Mortgage Portfolio spreadsheet; review of same; research re: loans in default - Springer and Coudray; client request to prepare Overview of Mortgage Portfolio Report for client's meeting with IA American.	8.00
SPC	Work on Golden State Mutual Life Insurance Company Assignment including but not limited to revision of REO spreadsheet with BPO and valuation analysis; discussion with Peter re: client's inquiry re: Chicago valuation against book value; research re: same; emailing to Peter our latest mortgage report.	3.50
6/10/2010 PRI	Work on Golden State Mutual Life Insurance Company Assignment including but not limited to review of communications from client re: telephone conversation with Candice at ELAT properties re: request to record property under different name - review of Notary Acknowledgment Form and Corrected Grant Deed; response to client to refer request to Carol Draper at Chicago Title who is familiar with transaction; receipt and review of GSM trial balance for Loan Portfolio sent from client; response to client.	1.75
6/11/2010 PRI	Work on Golden State Mutual Life Insurance Company Assignment including but not limited to work on Master Mortgage Portfolio; discussion with Michelle re: same; review of response from client to Candice Margareth and Ray Globari re: 2706 E South Street, Long Beach - settle matter with Carol Draper; response from Candice; review of communications to client from Broker Gerald Womack re: 4801 Alameda Road, Houston, TX; sending of revised Mortgage Portfolio and research of "Watch List assets" and sending of same to client in preparation for meetings with IA next week.	4.00
SPC	Work on Golden State Mutual Life Insurance Company Assignment including but not limited to review of communications from client re: Long Beach - Buyer request to record property in a different name and discussion with Peter re: response thereto; review of GSM Mortgage Trial Balance sheet as of 5/31/10 - updating of master report; discussion with Peter re: revisions thereto.	4.50

July 12, 2010

Golden State Mutual Life Insurance Company, in Conservation

		<u>Hours</u>
6/11/2010	SPC Work on Golden State Mutual Life Insurance Company Assignment including but not limited to update from Houston Buyer - still looking for financing.	0.25
	SPC Work on Golden State Mutual Life Insurance Company Assignment including but not limited to discussion with Peter re: watch list pictorial; coordination and review of same.	0.50
6/14/2010	PRI Work on Golden State Mutual Life Insurance Company Assignment including but not limited to discussion with Michelle re: telephone conversation with client re: "Watch List" assets; call to counsel; call to Coe Fields re: Winston Salem building - tenants/best way to communication vacancy notice - Fields will speak with tenants, letter to be drafted to tenants will be sent out next week; preparation on and sending of communications to client re: same; response from client inquiring about security deposits; email to Coe Fields re: earlier conversation, request for proper tenant contact names and information re: security deposits; response from client.	4.50
	SPC Work on Golden State Mutual Life Insurance Company Assignment including but not limited to discussion with Peter re: his conversation with Coe Fields re: Winston-Salem property; research and confirmation of tenants in building; email to client of information; preparation of draft email to Coe Fields re: termination of tenancies of tenants at building; discussions with Peter re: same.	2.50
6/15/2010	SPC Work on Golden State Mutual Life Insurance Company Assignment including but not limited to revisions to REO comparable spreadsheets; discussion with Peter re: Houston transaction.	1.00
	PRI Work on Golden State Mutual Life Insurance Company Assignment including but not limited to communications to client re: IA meeting.	0.25
6/16/2010	PRI Work on Golden State Mutual Life Insurance Company Assignment including but not limited to request for further clarification on valuation variance CVM vs Carrying Value for Chicago; review and forward research materials to client; discuss with Michelle; EM to client with attachments; similar concern re: Detroit, MI.	1.75

July 12, 2010  
Golden State Mutual Life Insurance Company, in Conservation

	<u>Hours</u>
6/17/2010 PRI Work on Golden State Mutual Life Insurance Company Assignment including but not limited to review of communications from client re: his conversation with Broker Gerald Womack - Spirit of Texas pass on loan, expecting commitment letter from a different bank; sending of communications to Coe Fields inquiring about how discussions went with tenants/proper contact names to address Notice to Vacate letter.	0.75
6/22/2010 PRI Work on Golden State Mutual Life Insurance Company Assignment including but not limited to review of communications from client re: loan 001-52440 purchase interest; response re: history of building impairment; telephone conversation with client re: same; telephone conversation with Coe Fields re: Winston Salem building - Vacancy Letter; receipt of tenant list/phone numbers sent by Fields; response to Fields; drafting of Notice to Vacate letter; discussions with Michelle re: same; forward to client.	4.00
SPC Work on Golden State Mutual Life Insurance Company Assignment including but not limited to review of communications from client re: request for assumption of loan #001-52440 and communication to tenant of property re: loan #001-52549; discussion with Peter re: same; revision of database.	1.25
SPC Work on Golden State Mutual Life Insurance Company Assignment including but not limited to review of backup offer sent by G.Womack re: Houston property.	0.25
SPC Work on Golden State Mutual Life Insurance Company Assignment including but not limited to review of tenant list provided by Coe Fields re: Winston-Salem property; review and revisions of letter to tenants; discussion with Peter re: same; discussion with client and sending of tenant letters.	2.50
6/23/2010 SPC Work on Golden State Mutual Life Insurance Company Assignment including but not limited to review of letters being sent to tenants re: Winston-Salem; review of communications from client re: interested party(ies) interested in assuming loan #52440; review of note; telephone conversation with client re: same; discussion with Peter re: first right of refusal on loans.	1.00

July 12, 2010

Golden State Mutual Life Insurance Company, in Conservation

Hours

6/23/2010 PRI	Work on Golden State Mutual Life Insurance Company Assignment including but not limited to review of communications from client re: Loan 001-52440 Promissory Note; response to clients; review of Vacancy Letters sent out today; communications sent from client to Keith, Murray and Patrick re: Marcus and Millichap interest in assuming loan 52440.	1.00
6/24/2010 PRI	Work on Golden State Mutual Life Insurance Company Assignment including but not limited to review of communications from client re: OSC Hearing - approved; response to client; review of documents re: 4801 Houston.	0.75
6/25/2010 PRI	Work on Golden State Mutual Life Insurance Company Assignment including but not limited to call from interested party(ies) Dion Laurent re: 4801 Alameda Road property, 4575 RL Thornton Freeway, Dallas property; sending of communications re: same; call to client re: discussion with Laurent - verbal offer \$675,000; review of communications from client to Womack re: 4801 Alameda lending; review of Womack response to client - Spirit Bank taking second look at loan; email to clients re: same.	3.00
SPC	Work on Golden State Mutual Life Insurance Company Assignment including but not limited to review of communications from client re: Houston property transaction (Womack); discussion with Peter re: his call with another interested party(ies) D. Laurent and also to client.	0.50
PRI	Work on Golden State Mutual Life Insurance Company Assignment including but not limited to discussion with Michelle re: Houston property; review of comparables; sending of communications to interested party(ies) Dion Lauren; sending of marketing material.	0.75
6/28/2010 PRI	Work on Golden State Mutual Life Insurance Company Assignment including but not limited to several communications from client re: 4801 Alameda sale - Gerald has until 6/30 to get loan commitment; communications from client re: same - will send Broker email today; several communications from client re: Springer Loan - 901 E Redondo; Inglewood, CA; research re: same; forward Property Profile to client - transferred to Jill Hill on June 4, 2010; communications from client re: Espinosa loan - may be paid off; communications from client - Promissory	3.00

July 12, 2010

Golden State Mutual Life Insurance Company, In Conservation

Hours

note/letter from Keith to Ms. Randall attached.

6/28/2010	SPC	Work on Golden State Mutual Life Insurance Company Assignment including but not limited to communications from client re: status of sale - buyer needs more time for financing; new offer coming in from another interested party(ies) re: Houston.	0.50
	SPC	Work on Golden State Mutual Life Insurance Company Assignment including but not limited to review of communications from client re: Springer loan - borrower's wife trying to finance property to purchase; research re: property and discovery that title of property has transferred by Borrower to wife (Hill); emailing of information to client; discussion with Peter re: same; review of Esplanosa loan payoff request; revision to master mortgage database; review of documents re: Springer foreclosure.	2.50
6/29/2010	PRI	Work on Golden State Mutual Life Insurance Company Assignment including but not limited to review of communication from client re: 901 E. Redondo, Inglewood, CA transfer of property; telephone conversation with First American Title Insurance Company re: same; review of Deed / Foreclosure Notice sent from First American Title Company; sending of communications to clients re: same; review of Chicago Title Property Profile Report sent to client; receipt and review of Interspousal Grant Deed and Foreclosure Activity Report; forward to client; several communications from clients re: discussion with tenant Dee Washington of Neighbor for Better Neighborhoods re: Winston Salem Property - desires an extension, lease term: 3/8/10 - 8/8/10.	3.50
	SPC	Work on Golden State Mutual Life Insurance Company Assignment including but not limited to review of loan document re: Springer; calculation of pre-payment penalty; discussion with Peter re: same; review of communications from client re: foreclosure status; sending of property profile to client.	0.50
	SPC	Work on Golden State Mutual Life Insurance Company Assignment including but not limited to review of communications re: vacation of tenants at Winston-Salem, NC property.	0.25
6/30/2010	PRI	Work on Golden State Mutual Life Insurance Company Assignment including but not limited to communications from Gerald Womack to client - should have answer today; email from client re: Coudray loan - trustee	0.75

July 12, 2010

Golden State Mutual Life Insurance Company, in Conservation

Hours

sale 7/19/10 at 11:30am at San Luis Obispo Courthouse.

6/30/2010 SPC	Work on Golden State Mutual Life Insurance Company Assignment including but not limited to review of communications re: Houston sale to Churchwell, Springer documents, Courderay trustee sale; memos to file and tickling of dates.	1.25
---------------	--	------

SPC	Work on Golden State Mutual Life Insurance Company Assignment including but not limited to communication and calendaring of trustee sale re: Coudray.	0.25
-----	---	------

Amount

For professional services rendered

101.25	\$21,626.00
--------	-------------

Viviana Puebla

From: Southwest Airlines [SouthwestAirlines@luv.southwest.com]  
Sent: Friday, May 28, 2010 10:35 AM  
To: Peter Kane  
Subject: Ticketless Confirmation - KANE/PETER C - Q6CQRI



**AVIS** Save up to 40% off  
plus double credit on Avis rentals!

To redeem, enter  
K024723 in the  
Corp/ID field.

Receipt and Itinerary as of 05/28/10 12:35 PM

Confirmation Number  
**Q6CQRI**



Confirmation Date: 05/28/10  
Received: WN/PETER C KANE BY ICBM

Be prepared when you get there!  
Consult Travel Guide for relevant  
tips from real travelers.

**Passenger Information**

Passenger Name	Account Number	Ticket#	Expiration
KANE/PETER C	[REDACTED]	5262102982916	05/28/11

<sup>1</sup> All travel involving funds from this Confirmation Number must be completed by the expiration date.

**Itinerary**

Depart: SAN JOSE CA to BURBANK CA (Travel Time: 1 hrs)

Date	Flight	Routing Details
Tue Jun 01	# 0178	Depart SAN JOSE CA (SJC) at 8:35 AM Arrive in BURBANK CA (BUR) at 9:35 AM

Return: BURBANK CA to SAN JOSE CA (Travel Time: 1 hrs 5 mins)

Date	Flight	Routing Details
Wed Jun 02	# 3677	Depart BURBANK CA (BUR) at 5:55 PM Arrive in SAN JOSE CA (SJC) at 7:00 PM

**Cost and Payment Summary**

Base Fare	\$271.64
+ Excise Taxes	\$20.36
<b>Advertised Fare</b>	<b>\$292.00</b>
+ Segment Fee	\$7.40
+ Passenger Facility Fee	\$9.00
+ Security Fee <sup>1</sup>	\$5.00
<b>Total Payment:</b>	<b>\$313.40</b>

<sup>1</sup>Security Fee is the government-  
imposed September 11th Security Fee.

Current payment(s)  
05/28/10 Ticket Exchange [REDACTED] \$313.40

# OMNI HOTELS®

OMNI LOS ANGELES HOTEL  
251 SOUTH OLIVE STREET  
LOS ANGELES CA 90012  
Tele- 213-617-3300 Fax- 213-617-3399

Room Number: 1531  
Daily Rate: 135  
Room Type: KN  
No. of Guests: 1 / 0

KANE, PETER  
Government  
67 SELBY LN  
Atherton CA 94027

ARRIVAL	DEPARTURE	CREDIT CARD	RATE CODE	MKT GROUP	ACCOUNT
06/01/10	06/02/10		GOVT	GOVT	16900618148
DATE	ROOM NO.	DESCRIPTION	REFERENCE	AMOUNT	

06/01/10	1531	PARKING	05-731	\$30.00
06/01/10	1531	ROOM CHARGE	#1531 KANE, PETER	\$135.00
06/01/10	1531	OCCUPANCY TAX	OCCUPANCY TAX	\$19.01
06/02/10	1531	MASTER CARD	MASTER CARD	(\$184.01)

**TOTAL DUE:** \$0.00



HOLLYWOOD-BURBANK AP

RR 179236245

PETER  
KANE

VEHICLE: 01198 / 7880701  
10NTWX LIC: CA 6LKJ981  
FUEL: 8/8 OUT 8/8 IN  
CDP: 77694-USAA

RES: E75819765A5 / GOV1 / F  
COMPLETED BY: 2247 / CABUR11  
RENTED: BURBANK AIRPORT  
RENTAL: 06/01/10 10:30  
RETURN: 06/02/10 18:46

PLAN IN: GOV1 RATE CLASS: F  
PLAN OUT: GOV1

MILES IN: 3225 TR-X MILES  
MILES OUT: 3178 MILES ALLOWED  
MILES DRIVEN: 47 MILES CHARGED

DAYS	2 @ \$	50.00 / DAY	\$	100.00
SUBTOTAL			T\$	100.00
CONCESSION FEE RECOVERY			T\$	11.10
CA TOURISM ASSESSMENT			\$	3.50
LDW		DECLINED		
LIS		DECLINED		
PAI, PEC		DECLINED		
CUST. FAC CHG.			\$	10.00
INCREASED VEH LIC RECOVERY FEE			T\$	.34
TAX 9.750% ON		111.44	\$	10.86
NET DUE			\$	135.80
PAID BY				

HOW WAS YOUR EXPERIENCE?  
WE'D LIKE YOUR FEEDBACK.

- 1) Call 1-800-278-1595, or  
Visit [WWW.HERTZSURVEY.COM](http://WWW.HERTZSURVEY.COM)
- 2) Enter Access Code: 01102
- 3) Take Brief 4 Question Survey

THANK YOU FOR RENTING FROM  
**HERTZ**

JUNE 2, 2010 8:54 PM

SAN JOSE INTL AIRPORT  
1701-AIRPORT-BLVD-SUITE-B1001  
SAN JOSE, CA 95110  
400-441-5570

COMP ID: AMSJ TERM ID: AMSJ431763

CARD TYPE: MASTERCARD  
ACCOUNT #: [REDACTED]

TOTAL AMOUNT \$ 60.00

APPROVAL CODE: 055116 STAN: 034387

CUSTOMER COPY

WORLD OIL 026 10104810  
2417 N SAN FERNAND  
BURBANK, CA  
915640000

06/02/2010 6:43:29 PM 5710

46/7P  
INVOICE 184222  
AUTH 08-842338 REF 921 28-834  
98DRCHH5M8R8  
THANK YOU

PUMP#10	
UNL	3.8330
PRICE/GAL	\$ 2.959
FUEL TOTAL	\$8.97

Total = \$8.97

CRIND Credit \$8.97



# The Premium Experience

Famima!! California Plaza Store  
350 S. Grand Ave, STE R2B  
Los Angeles, CA 90071  
(213) 628-4000

HOSTS TWINKIES	1.59	F
HDCOFFEECUPS3.60Z	1.59	
HOSTS CHOC CUPCAKES	1.59	F
VITAMIN WATER ESSENT	2.39	F
CRV NOTAX > 24 OZ	0.10	F

BALANCE DUE	7.26
CASH	10.00

Total number of items sold = 5

CHANGE	2.74
--------	------

CASHIER NAME: Orly  
STORE:10015 REGISTER:003 CASHIER:0017  
TICKET#:6033 1JUN2010 21:28:24

Thank you for shopping at  
Famima!! California Plaza Store

\*\*\*\*\*  
\* Customer Copy \*  
\*\*\*\*\*

The 29th Street Cafe  
2827 South Hoover St.  
Los Angeles, CA, 90007  
213-748-2929

Date: 06/02/10  
Time: 2:06 PM  
Server: 129. Allyssa  
Order: 54952  
Description: TAB # 6

Card Type: Visa/MC  
Card No: ~~XXXXXXXXXXXX~~  
Appr Code: 08144S

Purchases: \$ 51.97

Tip: \$ 10

Total:

\$ 61.97  
KANE/PETER

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

## STARBUCKS COFFEE COMPANY ##  
TWO CALIFORNIA PL #06289  
LOS ANGELES CA90071  
1 LAR BREND COFFEE 1.85  
ADD SHOT 0.70  
1 CCake RF BERRY 1.95  
SUBTOTAL 4.50  
TOTAL 4.50  
MASTERCARD 4.50  
CARD# ~~XXXXXXXXXX~~  
CHANGE DUE 0.00  
06/02/10 07:31  
06289 01A1 69948 C009230051  
Discover the NEW  
however you want it  
Frappuccino(R) blended  
the way you  
next visit.

Viviana Puebla

From: Southwest Airlines [SouthwestAirlines@luv.southwest.com]  
Sent: Tuesday, June 08, 2010 10:11 AM  
To: Peter Kane  
Subject: Ticketless Confirmation - KANE/PETER C - QXB3S8



Receipt and Itinerary as of 06/08/10 12:11 PM

Confirmation Number  
**QXB3S8**



Confirmation Date: 06/04/10  
Received: WN/PETER C KANE BY ICBM

Be prepared when you get there!  
Consult Travel Guide for relevant  
tips from real travelers.

**Passenger Information**

Passenger Name	Account Number	Ticket#	Expiration <sup>1</sup>
KANE/PETER C	[REDACTED]	5262104919092	06/04/11

<sup>1</sup> All travel involving funds from this Confirmation Number must be completed by the expiration date.

**Itinerary**

**Depart:** SAN JOSE CA to BURBANK CA (Travel Time: 1 hrs)

Date	Flight	Routing Details
Tue Jun 08	# 1334	Depart SAN JOSE CA (SJC) at 1:00 PM Arrive in BURBANK CA (BUR) at 2:00 PM

**Return:** BURBANK CA to SAN JOSE CA (Travel Time: 1 hrs 5 mins)

Date	Flight	Routing Details
Wed Jun 09	# 3677	Depart BURBANK CA (BUR) at 5:55 PM Arrive in SAN JOSE CA (SJC) at 7:00 PM

**Cost and Payment Summary**

Base Fare	\$271.64
+ Excise Taxes	\$20.36
<b>Advertised Fare</b>	<b>\$292.00</b>

+ Segment Fee	\$7.40
+ Passenger Facility Fee	\$9.00
+ Security Fee <sup>1</sup>	\$5.00

**Total Payment:** \$313.40 / 2 = \$156.70

<sup>1</sup>Security Fee is the government-  
Imposed September 11th Security Fee.

Current payment(s)  
06/08/10 Ticket Exchange: [REDACTED] \$313.40

IMNI LOS ANGELES HOTEL  
51 SOUTH OLIVE STREET  
OS ANGELES CA 90012  
ele- 213-617-3300 Fax- 213-617-3399

ANE, PETER

7 SELBY LN  
therton CA 94027

1746  
249  
DDNOC  
1/0

3/08/10 06/09/10

BAR4

BAR4

16900619019

3/08/10	1746	PARKING	06-222	\$30.00
3/08/10	1746	ROOM CHARGE	#1746 KANE, PETER	\$249.00
3/08/10	1746	OCCUPANCY TAX	OCCUPANCY TAX	\$35.06
3/09/10	1746	MASTER CARD	MASTER CARD	(\$314.06)

/2 =  
\$157.03

TOTAL DUE: \$0.00

HOLLYWOOD-BURBANK AP

RR 183120943

PETER  
KANE

VEHICLE: 01195/3153848  
LIC: CA 6LNC395  
FUEL: 8/8 OUT 8/8 IN  
CDP: 77694 -USAA

RES: E765463566 /GOV1 / F  
COMPLETED BY: 9122/CABUR11  
RENTED: BURBANK AIRPORT  
RENTAL: 06/08/10 14:15  
RETURN: 06/09/10 18:56

PLAN IN: GOV1 RATE CLASS: F  
PLAN OUT: GOV1

MILES IN: 4140 TR-X MILES  
MILES OUT: 3943 MILES ALLOWED  
MILES DRIVEN: 197 MILES CHARGED

DAYS	1 @ \$	50.00 / DAY	\$	50.00
EX HOURS	1 @ \$	25.00 / HOUR	\$	25.00
SUBTOTAL			\$	75.00
CONCESSION FEE RECOVERY			\$	8.33
CA TOURISM ASSESSMENT			\$	2.63
LOW				
LIS		DECLINED		
PAI, PEC		DECLINED		
CUST FAC CHG			\$	10.00
INCREASED VEH LIC RECOVERY FEE			\$	34.15
TAX 9.750% ON			\$	8.15
NET DUE			\$	104.45
PAID BY	MC			

HOW WAS YOUR EXPERIENCE?  
WE'D LIKE YOUR FEEDBACK.

- 1) Call 1-800-278-1595, or  
Visit [WWW.HERTZSURVEY.COM](http://WWW.HERTZSURVEY.COM)
- 2) Enter Access Code: 01102
- 3) Take Brief 4 Question Survey

THANK YOU FOR RENTING FROM

**HERTZ**

SAN JOSE  
INTERNATIONAL AIRPORT  
PARKING RECEIPT

\*\*\* Thank you \*\*\*

Entrance: 12:18 06/08/10 Lane # 51  
Exit : 21:00 06/09/10 Lane # 58  
Length of stay: 1 d. 08 h. 42 mn.  
License plate : CA 6BMN668  
Cashier: 050 Shift: 0175 SEQ# 46636  
Amount paid \$ 57.00 Check

12 = \$28.50

ORLO OIL 025  
417 H SAN FERNAND , 10104018  
URBANK , CA  
15040000

6/09/2010 6:51:06 PM 1347

9/PP  
NVOICE 104051  
UTH 00-040000 REF 921 85-031  
GJRGHC8580  
HANK YOU

UHPN?  
1L  
RICE/CAL  
UEL TOTAL

10.493G  
\$ 3.839  
\$31.89

Total = \$31.89

RIND Credit

\$31.89

12 = \$15.95

\$52.23

MCS BURBANK LLC  
BOB HOPE AIRPORT  
2627 Hollywood Way  
Burbank, CA 91505  
(818) 972-1331

Server: LORNA  
Fast Close/1  
Guests: 0

06/09/2010 0  
7:17 PM .4

#70494 30

Fruit Salad

4.79

Subtotal

4.79

Tax

0.47 .26

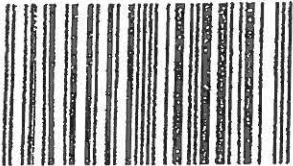
Total

5.26

Balance Due

5.26

HAVE A NICE FLIGHT  
(COME AGAIN) THANK YOU



\*\*\*\*\*  
\* Customer Copy \*  
\*\*\*\*\*

The 29th Street Cafe  
2827 South Hoover St.  
Los Angeles, CA, 90007  
213-746-2929

Date: 06/09/10  
Time: 2:21 PM  
Server: 129. Allyssa  
Order: 55424  
Description: Table H 1

Card Type: Visa/MC  
Card No:   
Appr Code: 04391S

Purchases: \$ 38.91

Tip: \$ 6

Total: \$ 44.91  
KANE/PETER

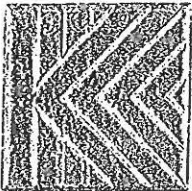
I agree to pay the above total amount  
according to the card issuer agreement.

# KANE CORPORATION

August 16, 2010

Golden State Mutual Life Insurance Company, in Conservation  
1999 West Adams Boulevard  
Los Angeles, CA 90018  
Attn: Joe Holloway  
On-Site Supervisor for the Conservator

PAID  
01 SEP 2010  
81321



For professional services re: Real Estate Related Services Associated with the  
Golden State Mutual Life Insurance Company, in Conservation  
July 1, 2010 through July 31, 2010:

45.75	hours @ \$250.00 (Principal - PRI)	\$11,437.50
12.00	hours @ \$149.00 (Sr. Project Coordinator - SPC)	\$1,788.00
		<u>\$13,225.50</u>

Fast Signs - Dallas, TX (For Sale by Owner Sign & Installation) \$129.85

Additional charges and out-of-pocket expenses: (breakdown attached): \$483.25

**TOTAL AMOUNT DUE:** \$13,838.60

• RED DISPOSITION

• WINSTON-SALOM  
DISTRICT OFFICE  
TENANT ISSUES

• HOUSTON RED  
(NEW SIGNAGE)

• SLO RED  
SUPPORT - F/C TRANSITION PREP.

I HAVE REVIEWED THE  
BILL FOR ACCURACY &  
THE WORK REFLECTS  
THE AGREEMENT. I  
RECOMMEND PAYMENT OF  
THE BILL.

*Joe Holloway*  
8/23/10

August 16, 2010

Golden State Mutual Life Insurance  
Company, in Conservation  
1999 West Adams Boulevard  
Los Angeles, CA 90018  
Attn: Joe Holloway, On-Site Supervisor

Professional Services

		<u>Hours</u>
7/2/2010	SPC Work on Golden State Mutual Life Insurance Company Assignment including but not limited to review of termination notice sent by G.Womack re: Houston transaction; confirmation of amount placed in escrow; review of listing agreement; call to client; discussions with Peter re: response to client inquiry.	1.75
	PRI Work on Golden State Mutual Life Insurance Company Assignment including but not limited to review of Commercial Contract Termination Notice sent by client; edits to Termination Notice; forward to client; review of 4801 Alameda Road, Houston, TX Purchase and Sales Agreement and Amendments; discussions with Michelle re: same; telephone conversation with client.	3.50
7/6/2010	PRI Work on Golden State Mutual Life Insurance Company Assignment including but not limited to several communications with client re: 4801 Alameda Road, Houston, TX - communications to Gerald Womack re: counter offer; response to client re: edits to communication to Womack; review of communications from client to Womack re: same with Commercial Contract Termination Notice.	2.00
	SPC Work on Golden State Mutual Life Insurance Company Assignment including but not limited to review of draft communications to client re: termination notice and counter to AK Capital; discussion with Peter re: same.	0.50
7/7/2010	PRI Work on Golden State Mutual Life Insurance Company Assignment including but not limited to communications from client re: conversation with Gerald Womack.	0.25
7/8/2010	PRI Work on Golden State Mutual Life Insurance Company Assignment including but not limited to review of communications from Womack Development staff to client with signed Commercial Contract Termination	2.75



August 16, 2010  
Golden State Mutual Life Insurance Company, in Conservation

---

Hours

Notice and Earnest Money contract attached; forward to David Wilson to sign; review of fully executed documents sent to client; telephone conversation with clients re: pricing of 4801 Alameda Rd; review of communications from client re: buyer firm at \$575K; review of draft email to Broker from client.

7/8/2010 SPC	Work on Golden State Mutual Life Insurance Company Assignment including but not limited to review of communications re: Houston - termination notice to Strode Churchwell, 2nd offer to be submitted; discussion with client re: response to G.Womack re: Letter Of Intent.	0.75
7/9/2010 SPC	Work on Golden State Mutual Life Insurance Company Assignment including but not limited to review of communications from client to Womack re: 4801 Alameda.	0.25
PRI	Work on Golden State Mutual Life Insurance Company Assignment including but not limited to review of communications sent by client to Broker, Gerald Womack re: Houston property.	0.50
7/12/2010 PRI	Work on Golden State Mutual Life Insurance Company Assignment including but not limited to review of several communications from clients re: AK Capital (Buyer) offer at \$585K, request for asbestos report.	0.50
SPC	Work on Golden State Mutual Life Insurance Company Assignment including but not limited to review of communications from client re: AK Capital offer.	0.25
7/13/2010 PRI	Work on Golden State Mutual Life Insurance Company Assignment including but not limited to communications from client re: Loopnet inquiries; review of response/Loopnet report sent to client from Michelle.	0.75
SPC	Work on Golden State Mutual Life Insurance Company Assignment including but not limited to research and response to client re: loopnet leads inquiry.	0.50
7/14/2010 PRI	Work on Golden State Mutual Life Insurance Company Assignment including but not limited to communications from Gerald Womack to client re: 4801 Alameda Road, Houston, TX - property showing today; review of several communications from clients re: 825 Capitolio Way, San Luis Obispo - Coudray loan; review of communications to client re: AK Capital,	1.75

August 16, 2010  
Golden State Mutual Life Insurance Company, in Conservation

Hours

LLC / members.

7/14/2010 SPC	Work on Golden State Mutual Life Insurance Company Assignment including but not limited to review of communications re: showing of Houston property by Gerard Womack; discussion with Peter re: same.	0.50
SPC	Work on Golden State Mutual Life Insurance Company Assignment including but not limited to communication from client re: Coudray update - Borrower may file Bankruptcy; research and response to client's inquiry re: AK Capital.	2.25
7/19/2010 PRI	Work on Golden State Mutual Life Insurance Company Assignment including but not limited to telephone conversation with client; discussion with staff re: signage of 4801 Alameda Road, Houston, TX; sending of communications with client re: 4801 Alameda Road, Houston, TX - sign installation this week; discussion with client re: Coudray foreclosure and next steps.	2.00
7/20/2010 SPC	Work on Golden State Mutual Life Insurance Company Assignment including but not limited to review of communications re: sign for Houston property; call to Fastsigns re: status of sign placement; review of communications re: foreclosure - Coudray; discussion with Peter re: same.	0.50
7/21/2010 PRI	Work on Golden State Mutual Life Insurance Company Assignment including but not limited to communications from client re: his conversation with Walter Brown re: closure plan for district offices; discussion with Michelle re: her conversation with client re: valuation/disposition reports and status of new REO - San Luis Obispo; review of communications from client re: same.	2.00
SPC	Work on Golden State Mutual Life Insurance Company Assignment including but not limited to communications to and from client re: sign installation at Houston property; review and telephone conversation with client re: REO disposition plan.	0.75
7/22/2010 PRI	Work on Golden State Mutual Life Insurance Company Assignment including but not limited to review of response from Keith Murray to client re: 825 Capitolio Way, San Luis Obispo - will arrange to get keys; communications with Keith - Coudray will mail keys / needs one week to vacate; coordination with Keith to re-key, sign, and take pictures of	5.00

August 16, 2010  
Golden State Mutual Life Insurance Company, in Conservation

Hours

property; review of communications from staff re: 4801 Alameda sign placement / banner quote; receipt and review of Trustee's Deed Upon Sale sent by client; telephone conversation with Mark Coudray re: meeting tomorrow [7/23] at property; sending of communications re: same; forward to client; response from client; communications from client to Wornack - remove signage on 4801 Alameda Road, Houston, TX / defer interested party(ies) to Kane; forward email from FastSigns re: banner on building removed.

7/23/2010 PRI	Work on Golden State Mutual Life Insurance Company Assignment including but not limited to visit to REO property 825 Capitolio Way, San Luis Obispo, CA - meeting with Mark Coudray; inspection of and taking pictures of property; re-keying of property; work on 7 day Lease Agreement; discussion with interested party(ies); telephone conversation with client re: same; review of communications from clients; sending of communications and pictures to clients re: property visit; review of communications from Coudray to interested party(ies) Steve McCarty; sending of communications to McCarty re: contact information.	10.00
7/26/2010 PRI	Work on Golden State Mutual Life Insurance Company Assignment including but not limited to calls with interested party(ies) re: Houston; sending of information; preparation of commercial short term lease for San Luis Obispo property; discussion with Michelle re: site visit; communications with interested party(ies) re: San Luis Obispo.	4.50
SPC	Work on Golden State Mutual Life Insurance Company Assignment including but not limited to review of communications and discussion with Peter re: turnover of San Luis Obispo property; marketing of property; review of short term lease.	1.50
7/27/2010 PRI	Work on Golden State Mutual Life Insurance Company Assignment including but not limited to communications from client re: receipt of San Luis Obispo property keys; communications to interested party(ies) Phan re: Houston; telephone conversation with interested party(ies) Tim Barnes re: San Luis Obispo; sending of communications re: same; several telephone conversations with interested party(ies) re: Houston and San Luis Obispo properties.	3.00
SPC	Work on Golden State Mutual Life Insurance Company Assignment including but not limited to discussion with Peter re: his call with Tim Barnes re: San Luis Obispo property and impending offer.	0.25

August 16, 2010  
Golden State Mutual Life Insurance Company, in Conservation

	<u>Hours</u>
7/28/2010 PRI Work on Golden State Mutual Life Insurance Company Assignment including but not limited to to calls with interested party(ies) re: San Luis Obispo property; review of offers and Letter Of Intent; forward to client; several discussions with client re: same; discussions with Michelle re: same; telephone conversation with interested party(ies) Clarence re: Houston.	3.50
SPC Work on Golden State Mutual Life Insurance Company Assignment including but not limited to review of communications from interested party(ies) re: Houston property; addition of information to database; telephone conversation with client re: San Luis Obisp property - offers received.	1.00
7/29/2010 PRI Work on Golden State Mutual Life Insurance Company Assignment including but not limited to discussions with interested party(ies) re: Houston and San Luis Obispo properties; review and responding to communications from brokers re: offers for property; discussions with client re: same.	3.00
SPC Work on Golden State Mutual Life Insurance Company Assignment including but not limited to review of communications from interested party(ies) Matt Quaglino; addition to interested party(ies) list; discussion with client re: next steps (call with Murray Brown of IA); discussion with Peter.	1.00
7/30/2010 PRI Work on Golden State Mutual Life Insurance Company Assignment including but not limited to call to interested party(ies) Pastor Zachary Glover re: 4801 Alameda Road, Houston, TX; telephone conversation with interested party(ies) re: 825 Capitollo Way, San Luis Obispo, CA; sending of communications re: same.	0.75
SPC Work on Golden State Mutual Life Insurance Company Assignment including but not limited to review of communications from client to Murray Brown re: San Luis Obispo property - expressions of purchase interest.	0.25

For professional services rendered

57.75

Amount:

\$13,225.50

OK to pay  
8/23/10

**FASTSIGNS**  
DOWNTOWN



Fastsigns Downtown  
813 Dallas  
Houston, TX 77002  
Phone 713.228.7446  
Fax. 713.228.3922  
Email: 318@fastsigns.com

*Billing*  
**Invoice:**

Page 1 of 1  
**P 15340**

Customer: Kane Corporation  
Contact: Viviana Puebla  
Description: ALUM signs for building  
Sales Person:  
Clerk: Nayana Parikh

ph: (650) 369-9100

Email: vp@kanecorp.com

	Product	Qty	Sides	H x W	Unit Cost	Item Total
1	Aluminum .040 Color: one color text on White Description: Aluminum .040. Text: For Sale By Owner Golden State Mutual Life Insurance Company, In Conservation Please Call ?	1	1	24 x 36	\$96.26	\$96.26
2	24x36FRAME Color: None on BLACK Description: 24"x36" Angle Iron Frame	1	1	0 x 0	\$30.00	\$30.00

**Payments Received (thank you)**

<u>Date</u>	<u>Amount</u>	<u>Payment Method</u>	<u>Tracking Number</u>
7/20/2010 8:32:21AM	\$129.85	MasterCard	
Total Payments:	\$129.85		

**Other Payments:**

Shipping Notes:

Form of Payment / Amount / Initials

Ordered: 7/15/2010 12:49:04PM  
Due: 7/17/2010 4:30:00PM  
Printed: 7/21/2010 11:49:08AM  
Picked Up: 7/21/2010 11:04:09AM

Notes:

Line Item Total:	\$126.26
Discount:	\$6.31
Subtotal:	\$119.95
Taxes:	\$9.90
Total:	\$129.85
Total Payments:	\$129.85
Balance Due:	\$0.00

ATTN: Viviana Puebla  
Kane Corporation  
67 Selby Lane  
Ste 100  
Atherton, CA 94027

Payment in full is due upon placing order  
CUSTOM SIGNS ARE NON-REFUNDABLE

**Received/Accepted By:**

/ /

Sign & Graphic Solutions Made Simple.





BY CHOICE HOTELS

### Quality Suites (CA702)

1631 Monterey St.  
San Luis Obispo, CA 93401  
(805) 541-5001  
gnewland@qualitysuitsfso.com

Kane, Peter  
67 Selby Lane #100  
Atherton, CA 94027

Account: 157979741

Date: 7/23/10

Room: 255 LSCR

Arrival Date: 7/22/10

Departure Date: 7/23/10

Check In Time: 7/22/10 10:57 PM

Check Out Time: 7/23/10 7:08 AM

Rewards Program ID:

You were checked out by: vvicto.ca702

You were checked in by: arodge.ca702

Total Balance Due: 0.00

Post Date	Description	Comment	Amount
7/22/10	Room Charge	#255 Kane, Peter	130.00
7/22/10	State Tax		13.00
7/22/10	Other Tax		2.60
7/23/10	Master Card		(145.60)

### Folio Summary 7/22/10 - 7/23/10

Room Charge	130.00
State Tax	13.00
Other Tax	2.60
Master Card	(145.60)

This rate is eligible for partner rewards. If this rate is changed, you may no longer be entitled to partner rewards.

If payment by credit card, I agree to pay the above total charge amount according to this card issuer agreement.

Balance Due: 0.00

x \_\_\_\_\_

2010-07-23 11:58 AM  
YOUR GUEST NUMBER IS  
97

IN-N-OUT BURGER SALINAS  
2010-07-23 11:58 AM  
099 1 112 1028

Cashier: TAYLOR LA  
Check : 97

Counter-Eat In

2 Db10b1 6.30  
> Animal pro  
WO pro  
2 FF Well 2.70  
2 Med Coke 2.90

Counter-Eat In 11.90  
TAX 8.75% 1.04  
Amount Due \$12.94

Mastercard Tender  
Change \$0.00

THANK YOU!  
2010-07-23 11:58 AM

AUT

2010-07-23 11:11 12:00 PM

CUSTOMER COPY

Quik Stop  
Store #3869  
3401 Middlefield Rd.  
Menlo Park  
94025-3  
Term: 3  
Appr: 001467328  
087946  
Unit\_Regu1  
PUMP  
VOLUME  
PRICE/G  
GAS TOTAL  
\$24.092  
\$3.018  
\$74.28  
TAX  
TOTAL  
Master Card  
07/23/2010 19:26:19  
I agree to pay the  
above total amount  
according to card



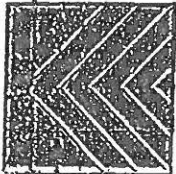
KANE CORPORATION

August 16, 2010

576309

Golden State Mutual Life Insurance Company, in Conservation  
1999 West Adams Boulevard  
Los Angeles, CA 90018  
Attn: Joe Holloway  
On-Site Supervisor for the Conservator

01 SEP 2010  
8/30



For professional services re: Real Estate Related Services Associated with the  
Golden State Mutual Life Insurance Company, In Conservation  
July 1, 2010 through July 31, 2010:

45.75	hours @ \$250.00 (Principal - PRI)	\$11,437.50
12.00	hours @ \$149.00 (Sr. Project Coordinator - SPC)	\$1,788.00
		<u>\$13,225.50</u>

Fast Signs - Dallas, TX (For Sale by Owner Sign & Installation) \$129.85

Additional charges and out-of-pocket expenses: (breakdown attached): \$483.25

TOTAL AMOUNT DUE: \$13,838.60

NEE DISPOSITION

WINSTON-SALEM  
DISTRICT OFFICE  
TENANT ISSUES

HOUSTON RED  
(NEW SIGNAGE)

SLO RED  
SUPPORT - F/C TRANSITION PREP.

OK to pay:  
Joe Holloway  
8-30-10

WLM  
8/30/10

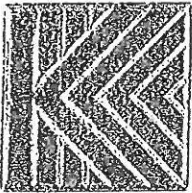
I HAVE REVIEWED THE  
BILL FOR ACCURACY &  
THE WORK REFLECTS  
THE AGREEMENT. I  
RECOMMEND PAYMENT OF  
THE BILL.

8/23/10

# KANE CORPORATION

September 17, 2010

Golden State Mutual Life Insurance Company, in Conservation  
1999 West Adams Boulevard  
Los Angeles, CA 90018  
Attn: Joe Holloway  
On-Site Supervisor for the Conservator



For professional services re: Real Estate Related Services Associated with the  
Golden State Mutual Life Insurance Company, in Conservation  
August 1, 2010 through August 31, 2010:

69.75	hours @ \$250.00 (Principal - PRI)	\$17,437.50
31.75	hours @ \$149.00 (Sr. Project Coordinator - SPC)	\$4,730.75
		<u>\$22,168.25</u>

Additional charges and out-of-pocket expenses: (breakdown attached): \$936.10

TOTAL AMOUNT DUE: \$23,104.35

(F)

OK to pay,  
Joe Holloway  
10-12-10

VISIT PLAN FOR DISTRICTS.  
BROKER CAUS PREPARING FOR DISTRICT TOUR.  
WORK ON TAKING POSSESSION & RESALE SLO RED (ASSET MGMT - DA)  
CONTINUED WORK ON DISPOSITION PLAN.  
SUPPORT DISTRICT CLOSURE PLAN.

I HAVE REVIEWED THE  
BILL FOR ACCURACY  
AND RECOMMEND  
APPROVAL FOR PAYMENT

10/7/10

KANE CORPORATION

BREAKDOWN OF AIR AND TRAVEL EXPENSES  
FOR SERVICES RENDERED GOLDEN STATE MUTUAL LIFE  
INSURANCE COMPANY, IN CONSERVATION  
AUGUST 1, 2010 THROUGH AUGUST 31, 2010

PRINCIPAL

DATE	AIR	HOTEL	CAR	FOOD	PARKING	GAS	MISC
AUGUST 18 - 20, 2010	313.40	311.28	151.04	61.62	87.00		11.76
TOTALS	313.40	311.28	151.04	61.62	87.00		11.76

TOTAL AMOUNT: \$936.10

(F)

September 17, 2010

Golden State Mutual Life Insurance  
Company, in Conservation  
1999 West Adams Boulevard  
Los Angeles, CA 90018  
Attn: Joe Holloway, On-Site Supervisor

Professional Services

		<u>Hours</u>
8/2/2010 PRI	Work on Golden State Mutual Life Insurance Company Assignment including but not limited to review of several communications from client re: 4801 Alameda Road listing/pricing/counter; review of MJ response to client; discussion with Michelle re: same; review of Letter Of Intent from Womack; telephone conversation with interested party(ies) Harold Hanes re: Houston; telephone conversation with interested party(ies) Mare re: Houston; research of proposed Buyer Kidney Associates; review of counter. HOUSTON	4.00
SPC	Work on Golden State Mutual Life Insurance Company Assignment including but not limited to telephone conversation with interested party(ies) and emailing of information to same (H.Hains); review of Letter Of Intent received from Kidney Associations; research re: same; preparation of proposed response to Buyer; discussions with client; discussions with Peter; review of other communications and documents re: same. HOUSTON	3.75
8/3/2010 PRI	Work on Golden State Mutual Life Insurance Company Assignment including but not limited to review of communications from client re: communications from Womack re: counter offer; communications with interested party(ies) Talbert.Davis.re: Houston; review of interested party(ies) Inquiry - Wade. HOUSTON	1.25
SPC	Work on Old Standard Life Insurance Company Assignment including but not limited to discussion with client re: response to offer from G.Womack; discussion with Peter re: same; review of communications from broker. HOUSTON	0.50
SPC	Work on Golden State Mutual Life Insurance Company Assignment including but not limited to research and review of GSM art collection for sale; discussion with Peter re: possible interested party(ies). MISC	0.25

September 17, 2010  
 Golden State Mutual Life Insurance Company, in Conservation

		<u>Hours</u>
8/3/2010	SPC Work on Golden State Mutual Life Insurance Company Assignment including but not limited to review of information for sending to additional interested party(ies) (T. Davis, G Wade); addition of information to database. HOUSTON	0.50
8/4/2010	PRI Work on Golden State Mutual Life Insurance Company Assignment including but not limited to call to interested party(ies) Matt Quiglino; telephone conversation with client re: 825 Capitolio Way, San Luis Obispo re: status on offers; communications to Mark Coudray re: status of clean-up; SAN LUIS OBISPO	4.00
	SPC Work on Golden State Mutual Life Insurance Company Assignment including but not limited to review of communications from Borrower and client; discussion with Peter re: cleaning up of property. SAN LUIS OBISPO	0.25
	SPC Work on Golden State Mutual Life Insurance Company Assignment including but not limited to discussion with client re: district office closure plans; discussion with Peter re: same. MISC	0.50
	SPC Work on Golden State Mutual Life Insurance Company Assignment including but not limited to discussion with Peter re: his call with interested party(ies) Yvonne Bonner; coordination and showing of her client the property; review of communications to and from client re: same. HOUSTON	0.75
8/5/2010	PRI Work on Golden State Mutual Life Insurance Company Assignment review of communications to Medora Chetlin from counsel re: interested party(ies) Yvonne Bonner/ separation from formal relationship with Gerald Wornack; telephone conversation with interested party(ies) Yvonne Bonner - inquiry re: elevator in building; sending of communications to Medora re: coordinating property showing; communications to interested party(ies) - no elevator; telephone conversation with interested party(ies) Douglas Wright re: 4801 Alameda Road; response from client re: discussion with Medora. HOUSTON	3.25
8/9/2010	PRI Work on Golden State Mutual Life Insurance Company Assignment including but not limited to communications with GSM re: 4801 Alameda Road property showing today. HOUSTON	1.75
	PRI Work on Golden State Mutual Life Insurance Company Assignment including but not limited to review of communications from client re: Capitolio purchase interest; review of communications from client re:	1.00

September 17, 2010  
Golden State Mutual Life Insurance Company, in Conservation

		<u>Hours</u>
	photos from Coudray. SAN LUIS OBISPO	
8/9/2010 SPC	Work on Golden State Mutual Life Insurance Company Assignment including but not limited to review of communications from Mark Coudray re: status of cleanup; review of communications re: request to prepare Purchase and Sales Agreement for current interested party(ies) (H.Lashlee); discussions with Peter and client re: same. SAN LUIS OBISPO	1.25
SPC	Work on Golden State Mutual Life Insurance Company Assignment including but not limited to review of communications from client re: showing of property, determination of local contact, determination of who has keys; review of emails from interested party(ies) and addition of contact information to database; coordination of showing of property including but not limited to telephone conversation with Medora re: local contact; telephone conversation with Larry King; telephone conversation with Yvonne Bonner re: confirmation. HOUSTON	0.75
SPC	Work on Golden State Mutual Life Insurance Company Assignment including but not limited to work with Peter to develop disposition plan and district office closure plan; several telephone conversations with client re: same; preparation of summary report.  MISC	2.75
SPC	Work on Golden State Mutual Life Insurance Company Assignment including but not limited to telephone conversations with client re: preparation of Purchase and Sales Agreement. SAN LUIS OBISPO	0.50
PRI	Work on Golden State Mutual Life Insurance Company Assignment including but not limited to call to client re: district office closure plan; discussion with Michelle re: same. MISC	0.75
SPC	Work on Golden State Mutual Life Insurance Company Assignment including but not limited to work with Michelle to develop disposition plan and district office closure plan; several telephone conversations with client; review and revisions of summary report. MISC	2.00
8/10/2010 PRI	Work on Golden State Mutual Life Insurance Company Assignment including but not limited call to Mark Coudray re: 825 Capitollo; call to interested party(ies) Matt Quaglino; call to Broker Tim Barnes re: interested party(ies) Hal Lashlee offer; preparation on counter for Houston property; communications from Mark Coudray; review, save and resizing of photos from Coudray; response to Coudray; forward photos to	7.50

September 17, 2010

Golden State Mutual Life Insurance Company, in Conservation

Hours

	client; communications to client re: reimbursement of dump fee to Coudray; draft of Purchase and Sales Agreement for 825 Capitolio Way. SAN LUIS OBISPO	
8/10/2010 SPC	Work on Golden State Mutual Life Insurance Company Assignment including but not limited to assist and review of Purchase and Sales Agreement; discussions with Peter re: same. SAN LUIS OBISPO	1.25
SPC	Work on Golden State Mutual Life Insurance Company Assignment including but not limited to sending of information to interested party(ies) re: property. HOUSTON	0.25
SPC	Work on Golden State Mutual Life Insurance Company Assignment including but not limited to review and discussion with Peter re: pictures from Borrower confirming clean up of property. SAN LUIS OBISPO	0.25
8/11/2010 PRI	Work on Golden State Mutual Life Insurance Company Assignment including but not limited to several communications from client re: San Luis Obispo - commission, property ready for showing, reimburse Coudray; research of property management companies for San Luis Obispo; call to Coudray ; several communications to client re: same; review of communications from client to Murray re: San Luis Obispo interested party(ies) Tim Barnes. SAN LUIS OBISPO	2.75
SPC	Work on Golden State Mutual Life Insurance Company Assignment including but not limited to work with Peter re: disposition strategy and office closure reports; research re: local brokers and janitorial vendors; communications and several telephone conversations with client re: same; revisions as requested by client. MISC	3.25
PRI	Work on Golden State Mutual Life Insurance Company Assignment including but not limited to work with Michelle re: disposition strategy and office closure reports; research re: local brokers and janitorial vendors; communications and several telephone conversations with client re: same; revisions as requested by client. MISC	3.00
8/12/2010 PRI	Work on Golden State Mutual Life Insurance Company Assignment including but not limited to review of communications from client to Womack re: Kidney Associates, PLLC counter offer. HOUSTON	1.75

September 17, 2010  
Golden State Mutual Life Insurance Company, in Conservation

		<u>Hours</u>
8/12/2010	SPC Work on Golden State Mutual Life Insurance Company Assignment including but not limited to review of client's response to Kidney Associates counter offer; discussion with Peter re: same; review of counter offer. HOUSTON	0.50
	SPC Work on Golden State Mutual Life Insurance Company Assignment including but not limited to review of District Office Closure & Disposition Recommendations prepared by client; suggested revisions thereto; several telephone conversations with Peter and client re: same.	2.75
	MISC	
	PRI Work on Golden State Mutual Life Insurance Company Assignment including but not limited to work on District office closure plan and asset disposition strategy. MISC	1.75
8/13/2010	PRI Work on Golden State Mutual Life Insurance Company Assignment including but not limited to several communications with client re: SLO property. SAN LUIS OBISPO	1.00
	PRI Work on Golden State Mutual Life Insurance Company Assignment including but not limited to telephone conversation with interested party(ies) Kevin Riles re: Houston; sending of information to Riles; edit LoopNet listing price. MISC	0.75
8/14/2010	SPC Work on Golden State Mutual Life Insurance Company Assignment including but not limited to review and discussion with client re: disposition strategy and district office closure plans; discussion with Peter re: same and alternatives (Bulk Portfolio Sale, FSB Owner, Separate Listings, Portfolio Auction); telephone conversations with Peter re: same. MISC	1.25
	PRI Work on Golden State Mutual Life Insurance Company Assignment including but not limited to review and discussion with client re: disposition strategy and district office closure plans; discussion with Michelle re: same and alternatives (Bulk Portfolio Sale, FSB Owner, Separate Listings, Portfolio Auction). MISC	1.25
8/15/2010	PRI Work on Golden State Mutual Life Insurance Company Assignment including but not limited to work on Purchase and Sales Agreement; forward to Broker Tim Barnes. SAN LUIS OBISPO	1.25



September 17, 2010

Golden State Mutual Life Insurance Company, in Conservation

		<u>Hours</u>
8/16/2010	PRI Work on Golden State Mutual Life Insurance Company Assignment including but not limited to call from interested party(ies) Gary Wade re: 4801 Alameda - offer \$5K; sending of communications to Wade; call to client re: same; call to Houston Office re: showing of property to Wade. HOUSTON	2.75
	PRI Work on Golden State Mutual Life Insurance Company Assignment including but not limited to communications from Tim Barnes re: San Luis Obispo; communications from Matt Quaglino - no dumpsters on property; response to Quaglino; receipt and review of signed Purchase and Sales Agreement sent from Barnes; forward to client. SAN LUIS OBISPO	1.25
	SPC Work on Golden State Mutual Life Insurance Company Assignment including but not limited to review of executed Purchase and Sales Agreement. SAN LUIS OBISPO	0.25
8/17/2010	PRI Work on Golden State Mutual Life Insurance Company Assignment including but not limited to review of draft communications from client; call from Tim Barnes of Apex, Broker of interested party(ies) Hal Lashlee re: San Luis Obispo; call to client; review of communications from client re: District Office Janitorial vendors - 30 day termination notice; review of response from Matt Quaglino re: possible interested party(ies) Tom Maino. SAN LUIS OBISPO	3.75
	PRI Work on Golden State Mutual Life Insurance Company Assignment including but not limited to review of communications from Gerald to Womack re: Churchwell financing; telephone conversation with Womack; communications to Womack re: same; forward to client. HOUSTON	1.50
	SPC Work on Golden State Mutual Life Insurance Company Assignment including but not limited to telephone conversation with client re: overview of offers for property; strategy on moving forward; telephone conversation with Peter and G.Womack re: Churchwell offer and financing with Post Oak Bank; preparation and review of email to G.Womack summarizing conversation. HOUSTON	1.00
	SPC Work on Golden State Mutual Life Insurance Company Assignment including but not limited to review of closure checklists and janitorial contacts provided by client. MISC	0.25
	SPC Work on Golden State Mutual Life Insurance Company Assignment including but not limited to review of communications from broker (Matt Quaglino) recommending interested party(ies) (Maino Family); review of communications from Tim Barnes re: sales transaction; discussion with	0.75

September 17, 2010  
Golden State Mutual Life Insurance Company, In Conservation

Hours

	Peter re: same. SAN LUIS OBISPO	
8/18/2010 PRI	Work on Golden State Mutual Life Insurance Company Assignment including but not limited to on site at Headquarters in LA; communications with client re: Purchase and Sales Agreement execution coordination; telephone conversation with client re: same; communications from Gerald Wornack re: Churchwell financing; draft of response to Gerald; forward to client; sending of information to interested party(ies) John re: Houston property. HOUSTON	5.75
SPC	Work on Golden State Mutual Life Insurance Company Assignment including but not limited to coordination of getting Purchase and Sales Agreement signed by both parties; research and sending of title company contact information to Peter. SAN LUIS OBISPO	0.50
SPC	Work on Golden State Mutual Life Insurance Company Assignment including but not limited to review of communications from G.Wornack re: status of Churchwell financing; email to John Coscia, interested party(ies) of information. HOUSTON	0.25
8/19/2010 PRI	Work on Golden State Mutual Life Insurance Company Assignment including but not limited to on site at Headquarters; review of edited Asset Disposition List sent by Michelle; discussion with Michelle re: same; meetings with client; review of REO files. MISC	8.00
SPC	Work on Golden State Mutual Life Insurance Company Assignment including but not limited to coordination of signing of Purchase and Sales Agreement by Buyer. SAN LUIS OBISPO	0.25
SPC	Work on Golden State Mutual Life Insurance Company Assignment including but not limited to preparation and revisions to disposition strategy report - target values; discussions with Peter re: same. MISC	1.50
8/20/2010 PRI	Work on Golden State Mutual Life Insurance Company Assignment including but not limited to on site at Headquarters; telephone conversation with interested party(ies) Marcus-Davis re: Houston property; sending of information to interested party(ies); communications with interested party(ies) Richard Chen re: Houston. HOUSTON	1.75

September 17, 2010

Golden State Mutual Life Insurance Company, in Conservation

		Hours
8/20/2010	PRI Work on Golden State Mutual Life Insurance Company Assignment including but not limited to call from interested party(ies) Yvonne re: 4801 Alameda Road, Houston, TX; sending of communications re: same to interested party(ies); forward to client; response from client - District office closure 10/1; communications from client inquiring if Womack has a key to 4801 Alameda Road; response to client. HOUSTON	1.00
	PRI Work on Golden State Mutual Life Insurance Company Assignment including but not limited to receipt and review of Purchase and Sales Agreement from interested party(ies) Hal Lashlee; telephone conversation with Tim Barnes re: Purchase and Sales Agreement receipt. SAN LUIS OBISPO	1.00
	SPC Work on Golden State Mutual Life Insurance Company Assignment including but not limited to addition of contact information to database re: interested party(ies); communications from G. Womack re: Churchwell financing status. HOUSTON	0.50
	SPC Work on Golden State Mutual Life Insurance Company Assignment including but not limited to email to client re: receipt of Purchase and Sales Agreement executed by Buyer. SAN LUIS OBISPO	0.25
8/23/2010	PRI Work on Golden State Mutual Life Insurance Company Assignment including but not limited to telephone conversation with interested party(ies) Dr. Whitmire; meeting with client re: signing of Purchase and Sales Agreement re: San Luis Obispo property; preparation of communications re: same; forward to Tim Barnes; telephone conversation with Beth Bevan of Fidelity National Title Company. SAN LUIS OBISPO	3.00
	SPC Work on Golden State Mutual Life Insurance Company Assignment including but not limited to addition of Ro Whitmore, interested party(ies) to database. HOUSTON	0.25
	SPC Work on Golden State Mutual Life Insurance Company Assignment including but not limited to telephone conversation with Beth Bevans re: confirmation of opening of escrow and deposits made by Buyer and timelines. SAN LUIS OBISPO	0.50
8/25/2010	PRI Work on Golden State Mutual Life Insurance Company Assignment including but not limited to calls with interested party(ies) and sending of information. HOUSTON	0.25

September 17, 2010  
Golden State Mutual Life Insurance Company, in Conservation

		<u>Hours</u>
8/25/2010	SPC Work on Golden State Mutual Life Insurance Company Assignment including but not limited to telephone conversation with Tim Barnes and Jennifer re: opening of escrow, ordering of preliminary title report; review of communications to title company re: same. SAN LUIS OBISPO	0.50
8/26/2010	PRI Work on Golden State Mutual Life Insurance Company Assignment including but not limited to review of communications from Michelle to client re: San Luis Obispo - \$25,000 deposited 8/23 by Hal Lashlee; receipt and review of important dates sent by Beth Bevan of Fidelity National Title Company. SAN LUIS OBISPO	0.25
8/27/2010	PRI Work on Golden State Mutual Life Insurance Company Assignment including but not limited to telephone conversation with interested party(ies) Mrs. Johnson re: Houston; sending of information. HOUSTON	0.50
8/30/2010	PRI Work on Golden State Mutual Life Insurance Company Assignment including but not limited to telephone conversation with Jennifer of Apex Properties re: San Luis Obispo; receipt and review of Natural Hazard Disclosure Report and Preliminary Report from Beth Bevan of Fidelity National Title Company; communications from client; sending of communications to Keith of GSM; receipt and review of Trustee's Deed upon Sale for San Luis Obispo; forward to Title Company. SAN LUIS OBISPO	2.00
	SPC Work on Golden State Mutual Life Insurance Company Assignment including but not limited to telephone conversation with Jennifer re: request to turn on utilities at property for Buyer's inspections; telephone conversation with client re: request for TSG; discussion with Peter re: same; review of PTR and disclosure reports. SAN LUIS OBISPO	1.75
<b>For professional services rendered</b>		<u>101.50</u> <u>\$22,168.25</u>
		<u>Amount</u>

Viviana Puebla

From: Southwest Airlines [SouthwestAirlines@luv.southwest.com]  
Sent: Tuesday, August 17, 2010 6:08 PM  
To: Peter Kane  
Subject: Ticketless Confirmation - KANE/PETER C - DIXIQL

  
**SOUTHWEST.COM**

**KANE/PETER C**

Confirmation Date: 08/17/10  
Confirmation Number: DIXIQL

**Passenger Information**

Passenger(s)	Account Number	Ticket #	Expiration <sup>1</sup>
KANE/PETER C	[REDACTED]	5262119727290	08/17/11

<sup>1</sup> All travel involving funds from this Confirmation Number must be completed by the expiration date.

**Itinerary**

Depart: SAN JOSE CA to BURBANK CA (Travel Time: 1 hrs)

Date	Flight	Flight Information
Wed Aug 18	0295	Depart SAN JOSE CA (SJC) at 6:30 AM Arrive in BURBANK CA (BUR) at 7:30 AM

Return: BURBANK CA to SAN JOSE CA (Travel Time: 1 hrs 5 mins)

Date	Flight	Flight Information
Thu Aug 19	3492	Depart BURBANK CA (BUR) at 5:30 PM Arrive in SAN JOSE CA (SJC) at 6:35 PM

**Cost and Payment Summary**

Base Fare	\$271.62
+ Excise Taxes	\$20.38
<b>Advertised Fare</b>	<b>\$292.00</b>
+ Segment Fee	\$7.40
+ Passenger Facility Charge	\$9.00
+ Security Fee <sup>2</sup>	\$5.00
<b>Total Payment</b>	<b>\$313.40</b>

Current payment(s)  
08/17/10 Mastercard [REDACTED] \$313.40

<sup>2</sup> Security Fee is the government-imposed September 11th Security Fee.

**Fare Rule(s)**

Need A Car?



Browse All Cars

Where to Stay



Browse All Hotels

What To Do



Travel Guide

Weekly E-mail

**NEVER MISS**  
ANOTHER DEAL WITH

**CLICK 'N' SAVE**

Sign Up Now

Get Rewarded  
**FREE FLIGHT**  
after first  
use of card.  
See the Savings Free offer.  
Learn More

Travel Tips

Viviana Puebla

From: Southwest Airlines [SouthwestAirlines@luv.southwest.com]  
Sent: Thursday, August 19, 2010 9:31 AM  
To: Peter Kane  
Subject: Ticketless Confirmation - KANE/PETER C - DIXIQL

SOUTHWEST.COM

KANE/PETER C

Confirmation Date: 08/17/10  
Confirmation Number: DIXIQL

### Passenger Information

Passenger(s)	Account Number	Ticket #	Expiration <sup>1</sup>
KANE/PETER C	[REDACTED]	5262120068928	08/17/11

<sup>1</sup> All travel involving funds from this Confirmation Number must be completed by the expiration date.

### Itinerary

Depart: BURBANK CA to SAN JOSE CA (Travel Time: 1 hrs.)

Date	Flight	Flight Information
Fri Aug 20	0768	Depart BURBANK CA (BUR) at 4:15 PM Arrive in SAN JOSE CA (SJC) at 5:15 PM

### Cost and Payment Summary

Base Fare	\$135.82
+ Excise Taxes	\$10.18
<b>Advertised Fare</b>	<b>\$146.00</b>
+ Segment Fee	\$3.70
+ Passenger Facility Charge	\$4.50
+ Security Fee <sup>2</sup>	\$2.50
<b>Total Payment</b>	<b>\$156.70</b>

Current payment(s)  
08/19/10 Ticket Exchange \$156.70

<sup>2</sup> Security Fee is the government-imposed September 11th Security Fee.

### Fare Rule(s)

Valid only on Southwest Airlines. All travel involving funds from this Confirmation Number must be completed by the expiration date. Effective January 28, 2011, unused travel funds may only be applied toward the purchase of future travel for the individual named on the ticket. Any change to this itinerary may result in a fare increase.

### Important Checkin Requirement

Need A Car?



Browse All Cars

Where to Stay



Browse All Hotels

What To Do



Travel Guide

Weekly E-mail

NEVER MISS  
ANOTHER DEAL WITH

CLICK 'N SAVE

Sign Up Now

Get Rewarded



Learn More

Travel Tips



HOTEL

819 S Flower St  
Los Angeles, CA 90017  
P: 213.623.9904  
F: 213.614.8010

Statement Date 08/20/10  
11:20:50AM

Arrival Date 08/18/10

Departure Date 08/20/10

Account # 125409

Room # 414

Peter Kane

DATE	DESCRIPTION	CHARGES	CREDITS
08/18/10	3rd Party Merchants--Room # 414	\$126.00	
08/18/10	Room Tax--Room # 414	\$17.64	
08/18/10	Service Charge--Add-On	\$12.00	
08/19/10	3rd Party Merchants--Room # 414	\$126.00	
08/19/10	Room Tax--Room # 414	\$17.64	
08/19/10	Service Charge--Add-On	\$12.00	
08/20/10	MC - MasterCard--P:0312 AUTH: [REDACTED]		(\$311.28)
		<i>gsm</i>	
		Balance	\$0.00

I agree that my liability for this bill is not waived and agree to be held personally liable in the event that the indicated person, company or association fails to pay for any part or the full amount of these charges.

SIGNATURE \_\_\_\_\_



**THE HERTZ CORPORATION**

Phone: 800-654-4173  
 Fax: .  
 Web: www.hertz.com

Direct All Inquiries To:  
 THE HERTZ CORPORATION  
 PO BOX 26120  
 OKLAHOMA CITY, OK 73126-0120

**REPRINT**

Rental Agreement No: 541264345  
 Invoice Date: 08/20/2010  
 Document: 990001231134

Renter: PETER KANE  
 Account No.:  
 CDP No.: 77694  
 CDP Name: USAA

PRINT

PETER KANE  
 KANE CORPORATION  
 67 SELBY LN STE 100  
 ATHERTON, CA 94027-3926

**RENTAL REFERENCE**

Rental Agreement No: 541264345  
 Reservation ID: E83919243A1

**RENTAL DETAILS**

Rate Plan: IN: CRL OUT: CRL  
 Rented On: 08/18/2010 09:00 LOC# 110211  
 BURBANK, CA  
 Returned On: 08/20/2010 11:59 LOC# 110211  
 BURBANK, CA  
 Car Description: SIR TOWNCAR 6KKN019  
 Veh. No.: 5860770  
 CAR CLASS Charged: F MILEAGE In: 12,618  
 Rented: I Out: 12,555  
 Reserved: F Driven: 63

**RENTAL CHARGES**

DAYS	2 @	56.00	112.00
SUBTOTAL			112.00
CONCESSION FEE RECOVERY			12.43
CA TOURISM FEE			3.92
VEHICLE LICENSE FEE			0.51
CUSTOMER FACILITY CHARGE			10.00
TAX		9.75	12.18

**MISCELLANEOUS INFORMATION**

CC AUTH: 010128	DATE: 2010/08/20	AMT: 70.00
CC AUTH: 024958	DATE: 2010/08/18	AMT: 291.00

AMOUNT DUE 151.04 USD

THANK YOU FOR RENTING FROM HERTZ

ALL CHARGES HAVE BEEN BILLED TO YOUR ACCOUNT.

Direct All Inquiries To:  
 THE HERTZ CORPORATION  
 PO BOX 26120  
 OKLAHOMA CITY, OK 73126-0120  
 UNITED STATES

Phone: 800-654-4173  
 Fax: .  
 Web: www.hertz.com

AMOUNT BILLED TO ACCOUNT: 151.04 USD



NORMAN VAQUITA  
**SAN JOSE**  
 INTERNATIONAL AIRPORT  
 AIRPORT  
 APCO System Parking (408) 411-5570  
 Card Account: XXXXXXXX  
 Card Type: MASTER CARD  
 Authorization Code: 032455  
 Cashier: 11 Seq: 236521  
 License Plate: 681E68  
 Ent: 05:32 08/19/10 Lane: 81  
 Exit: 14:30 08/20/10 Lane: 89  
 Duration: 20(s) 6H(s) 59(s)  
 Rate Code: 117  
 FEE \$ 87.00  
 AMOUNT TEND \$ 87.00  
 CASH \$ 0.00  
 CREDIT CARD \$ 87.00  
 CHARGE CALC \$ 0.00  
 PAID AT XT \$ 87.00  
 Taxes Included  
 \*\*\* Thank You \*\*\*  
 www.flysanjose.com

833 S. Flower

Server 08/19/10 08:04  
 Cashier 11  
 Receipt 071801  
 Short-term parking tkt  
 1 - No 032455  
 08/19/10 08:04 -  
 08/19/10 08:04 -  
 Period 08/19/10  
 (V.A.T.) \$11.00  
 Total \$11.00  
 Payment Received \$11.00  
 NC  
 --- THANK YOU ---  
 --- 833 S. FLOWER ---  
 --- LOS ANGELES ---  
 Sub Total \$11.00  
 All amounts in USD.  
 Deliv. Date = Receipt Date

026702

\*\*\*\*\*  
 \* Customer Copy \*  
 \*\*\*\*\*

The 28th Street Cafe  
 2827 South Hoover St.  
 Los Angeles, CA, 90007  
 213-746-2929

Date: 08/19/10  
 Time: 2:53 PM  
 Server: 121. Po10  
 Order: 59598  
 Description: Table M 4

Card Type: Visa/MC  
 Card No: [REDACTED]  
 Appt Code: 005995

Purchases: \$ 26.34

Tip: \$ 4.11

Total: \$ 30.39  
 KANE/PETER

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

S. Flower

Server 11 08/20/10 11:25  
Receipt 072319

Short-term parking tkt  
No: 091683  
08/19/10 22:12 -  
08/20/10 11:25 -  
Period 0d13h14,  
CV.A.F.J.

Total \$11.00

Payment Received \$11.00

THANK YOU  
S. FLOWER  
LOS ANGELES

Sub Total \$11.00

All amounts in USD  
Deliv. Date Receipt Date

gsm

DRLD 01L 025  
117 N SAN FERNANDO , 10104818  
DREBANK , CA  
15048000

9/20/2010 11:54:51 AM 1708

7/8H

NOVICE 115335  
JTN 00-040805 REF 921 88-821  
8534105P908  
HANK YOU

MP7

RICE/CAL 3.8186  
DEL TOTAL \$ 3.879  
\$11.76

Total = \$11.76

RMG Credit \$11.76

gsm

HMSHOST  
MOJO BURGERS  
ENTER SITE NAME HERE

9791 GUERLINA

CHK 4999 AUG20'10 2:13PM

1 CMB TERI CHIX R 8.49  
FRIES R  
SODA FTN 21

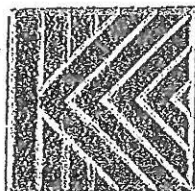
SUBTOTAL 8.49  
TAX 0.79  
AMOUNT 9.28  
XXXXXXXXXXXXXXXXXX XX/XX  
MSTRCARD A1 9.28

Your order number is: 4999

# KANE CORPORATION

October 27, 2010

Golden State Mutual Life Insurance Company, in Conservation  
1999 West Adams Boulevard  
Los Angeles, CA 90018  
Attn: Joe Holloway  
On-Site Supervisor for the Conservator



For professional services re: Real Estate Related Services Associated with the  
Golden State Mutual Life Insurance Company, in Conservation  
September 1, 2010 through September 30, 2010:

81.75	hours @ \$250.00 (Principal - PRI)	\$20,437.50
34.25	hours @ \$149.00 (Sr. Project Coordinator - SPC)	\$5,103.25
		<u>\$25,540.75</u>

Additional charges and out-of-pocket expenses: (breakdown attached): \$4,414.84

**TOTAL AMOUNT DUE:** \$29,955.59

Broker / listing meetings & planning  
Tour of site w/ Medina  
116 total hrs.  
Set-up reporting.

OK to pay,  
Joe Holloway  
11/9/10

I HAVE REVIEWED  
THE BILL FOR ACCURACY  
AND RECOMMEND  
APPROVAL FOR PAYMENT  
11/2/10

67 SELBY LANE, SUITE 100, ATHERTON, CALIFORNIA 94027-3926 (650) 369-9100 FAX (650) 369-9106

570309-00-0000-11

# KANE CORPORATION

BREAKDOWN OF AIR AND TRAVEL EXPENSES  
FOR SERVICES RENDERED GOLDEN STATE MUTUAL LIFE  
INSURANCE COMPANY, IN CONSERVATION  
SEPTEMBER 1, 2010 THROUGH SEPTEMBER 30, 2010

## PRINCIPAL

DATE	AIR	HOTEL	CAR	FOOD	PARKING	GAS	MISC
SEPTEMBER 12 - 15, 2010: HOUSTON, TX	\$ 259.70	\$1,241.46	\$ 211.85	\$ 13.70	\$ -	\$ -	\$ 13.56
SEPTEMBER 15 - 16, 2010: DALLAS, TX	\$ 168.20	\$ 243.39	\$ 135.72	\$ 48.18	\$ -	\$ -	\$ 26.25
SEPTEMBER 20 - 21, 2010: WINSTON-SALEM, NC	\$ 259.70	\$ 369.14	\$ 122.86	\$ 71.28	\$ -	\$ -	\$ 33.85
SEPTEMBER 22, 2010: CHICAGO, IL	\$ 356.20	\$ -	\$ 94.53	\$ 13.83	\$ -	\$ -	\$ 12.48
SEPTEMBER 23, 2010: DETROIT, MI	\$ 274.10	\$ 188.40	\$ 108.08	\$ 89.04	\$ 59.34	\$ -	\$ -
TOTALS	\$1,317.90	\$2,042.39	\$ 673.04	\$236.03	\$ 59.34	\$ -	\$ 86.14

TOTAL AMOUNT:

\$4,414.84

October 27, 2010

Golden State Mutual Life Insurance  
Company, in Conservation  
1999 West Adams Boulevard  
Los Angeles, CA 90018  
Attn: Joe Holloway, On-Site Supervisor

Professional Services

		<u>Hours</u>
9/1/2010	SPC Work on Golden State Mutual Life Insurance Company Assignment including but not limited to review of communications from client re: district office closures. MISC	0.25
9/2/2010	PRI Work on Golden State Mutual Life Insurance Company Assignment including but not limited to telephone conversation with Strode Churchwell re: purchase of Houston property; discussion with Michelle re: same; communication to client; call with client. HOUSTON	2.00
	PRI Work on Golden State Mutual Life Insurance Company Assignment including but not limited to extensive call with client re: overview of IA purchase and next steps. MISC	1.00
	SPC Work on Golden State Mutual Life Insurance Company Assignment including but not limited to telephone conversation with Strode Churchwell and Peter re: status of obtaining financing. HOUSTON	0.50
9/7/2010	SPC Work on Golden State Mutual Life Insurance Company Assignment including but not limited to coordination of travel for Peter's site visits to all GSM REO properties. MISC	2.25
	SPC Work on Golden State Mutual Life Insurance Company Assignment including but not limited to addition of Stephen Le, interested party(ies) to contact database; discussion with Peter re: information to send him. HOUSTON	0.50
9/8/2010	SPC Work on Golden State Mutual Life Insurance Company Assignment including but not limited to continued coordination of Peter's travel for on-site visits to REO properties; telephone conversation with Walter Brown re: offer on Rocky Mount; review and revision to REO database. MISC	1.25

October 27, 2010

Golden State Mutual Life Insurance Company, in Conservation

		<u>Hours</u>
9/9/2010	PRI Work on Golden State Mutual Life Insurance Company Assignment including but not limited to review of communications from client re: district office closures and disposition plan; discussion with Michelle re: same; response to client. MISC	0.75
	SPC Work on Golden State Mutual Life Insurance Company Assignment including but not limited to review of communications from client re: district office closures and disposition plan; discussion with Peter re: same; response to client. MISC	0.50
9/10/2010	SPC Work on Golden State Mutual Life Insurance Company Assignment including but not limited to preparation for and telephone conversation with client re: termination of insurance on property - request to contact IA to confirm they are aware; telephone conversation with Valerie Fournier re: same; telephone conversation with Sophia Patseas re: information regarding property; call with Peter re: same; communications from client re: same and responses thereto. MISC	1.50
	PRI Work on Golden State Mutual Life Insurance Company Assignment including but not limited to telephone conversation with Michelle re: her call with client re: termination of insurance on property; review of communications from client re: same and responses thereto. MISC	0.50
9/11/2010	PRI Work on Golden State Mutual Life Insurance Company Assignment including but not limited to telephone conversation with Jonah Walston re: Rocky Mount; review of Letter Of Intent; scheduling of meeting.  ROCKY MOUNT	0.75
9/13/2010	PRI Work on Golden State Mutual Life Insurance Company Assignment including but not limited to on site at Houston property - meeting with staff at building; speaking to real estate professionals; touring of property; visiting adjacent properties and comparables. HOUSTON	8.00
	SPC Work on Golden State Mutual Life Insurance Company Assignment including but not limited to review of communications from J. Walston re: purchase of Rocky Mount property. ROCKY MOUNT	0.25
	SPC Work on Golden State Mutual Life Insurance Company Assignment including but not limited to discussion with Peter re: his touring of the property, meetings with staff and brokers, making of notes, research re:	1.75

October 27, 2010  
Golden State Mutual Life Insurance Company, in Conservation

		<u>Hours</u>
	adjacent property owners and comparables. HOUSTON	
9/14/2010 PRI	Work on Golden State Mutual Life Insurance Company Assignment including but not limited to on site at Houston property - meetings with real estate professionals; touring of property; discussions with interested party(ies). HOUSTON	5.00
PRI	Work on Golden State Mutual Life Insurance Company Assignment including but not limited to discussions with interested party(ies); sale negotiations with Pastor Fraser; discussion with Michelle re: property history; research and review of comparables; email to schedule meeting. CHICAGO	2.25
SPC	Work on Golden State Mutual Life Insurance Company Assignment including but not limited to emailing of information re: property to Peter; research re: same. HOUSTON	0.50
SPC	Work on Golden State Mutual Life Insurance Company Assignment including but not limited to discussion with Peter re: property history; research and review of comparables. CHICAGO	1.50
9/15/2010 PRI	Work on Golden State Mutual Life Insurance Company Assignment including but not limited to on site at Dallas property - meeting with staff at building; speaking to real estate professionals; touring of property; visiting adjacent properties and comparables; meeting with brokers; discussion with adjacent property owner (Estrada Concrete) re: interest in building. DALLAS	8.75
PRI	Work on Golden State Mutual Life Insurance Company Assignment including but not limited to emails to Kevin Riles, interested party(ies) and sending of information. HOUSTON	0.50
SPC	Work on Golden State Mutual Life Insurance Company Assignment including but not limited to review of communications re: final walkthru and discussion with Peter re: district office closures. MISC	0.25
SPC	Work on Golden State Mutual Life Insurance Company Assignment including but not limited to telephone conversation with Peter re: his touring of the Dallas property; research re: adjacent property owners; preparation of notes with important contacts, addition of information into database; review of pictures. DALLAS	2.00



October 27, 2010  
Golden State Mutual Life Insurance Company, in Conservation

		<u>Hours</u>
9/15/2010	SPC Work on Golden State Mutual Life Insurance Company Assignment including but not limited to addition of K. Riles, interested party(ies) contact information to database. HOUSTON	0.25
9/16/2010	PRI Work on Golden State Mutual Life Insurance Company Assignment including but not limited to on site visit of property; meetings with local real estate brokers - Greg Trout of Henry S. Miller, Jason Byrne; discussions with adjacent property owner; taking of pictures; telephone conversation with Michelle re: drafting of communication for Estrada Construction, interested party(ies). DALLAS	4.00
	SPC Work on Golden State Mutual Life Insurance Company Assignment including but not limited to telephone conversation with Peter re: his visit to property and drafting of offer to Estrada Construction (expressed interest in property). DALLAS	0.50
9/20/2010	PRI Work on Golden State Mutual Life Insurance Company Assignment including but not limited to on site touring of property; meetings with local real estate brokers (M.Gwyn); taking pictures of property; discussions with adjacent property owners; telephone conversation with Michelle re: same. WINSTON SALEM	8.00
	PRI Work on Golden State Mutual Life Insurance Company Assignment including but not limited to telephone conversation with interested party(ies) Sam Stewart; email of information. HOUSTON	0.50
	SPC Work on Golden State Mutual Life Insurance Company Assignment including but not limited to several telephone conversations with Peter re: his site visit to property; inputting of contact information into database. WINSTON SALEM	0.75
	SPC Work on Golden State Mutual Life Insurance Company Assignment including but not limited to addition of interested party(ies) information to contact sheet. HOUSTON	0.25
	SPC Work on Golden State Mutual Life Insurance Company Assignment including but not limited to telephone conversation with Peter re: his call with J.Walston; research re: Arvelle Moore - recommended broker. ROCKY MOUNT	0.75
	SPC Work on Golden State Mutual Life Insurance Company Assignment including but not limited to several telephone conversations with Peter re: his on site touring of property; meetings with local real estate brokers	1.00

October 27, 2010  
 Golden State Mutual Life Insurance Company, in Conservation

Hours

	(M.Gwyn); addition of information into spreadsheet. WINSTON SALEM	
9/21/2010 PRI	Work on Golden State Mutual Life Insurance Company Assignment including but not limited to on site tour of property; meeting with Jonah Walston; discussion with local brokers, taking of pictures, telephone conversation with Michelle; emails to client re purchase offer; telephone conversation with Medora re same; review of BPO's. ROCKY MOUNT	8.00
PRI	Work on Golden State Mutual Life Insurance Company Assignment including but not limited to downloading and sending of pictures to client; review of listing agreement for Mike Gwyn. WINSTON SALEM	0.50
PRI	Work on Golden State Mutual Life Insurance Company Assignment including but not limited to coordination of meeting with Pastor Fraser, interested party. CHICAGO	0.25
SPC	Work on Golden State Mutual Life Insurance Company Assignment including but not limited to telephone conversation with Peter re: his meeting with brokers; emailing of information obtained about the property from other brokers. ROCKY MOUNT	1.00
SPC	Work on Golden State Mutual Life Insurance Company Assignment including but not limited to scheduling of showing of property with Mr. R. Chen, interested party(ies). HOUSTON	0.25
SPC	Work on Golden State Mutual Life Insurance Company Assignment including but not limited to review of pictures; review of listing agreement from Mike Gwyn; discussion with Peter re: same. WINSTON SALEM	0.75
9/22/2010 PRI	Work on Golden State Mutual Life Insurance Company Assignment including but not limited to on site touring of property; taking photos, meeting with brokers' meeting with Pastor Fraser. CHICAGO	8.00
PRI	Work on Golden State Mutual Life Insurance Company Assignment including but not limited to downloading, organizing and sending of pictures to client. ROCKY MOUNT	0.50
PRI	Work on Golden State Mutual Life Insurance Company Assignment including but not limited to communications from Richard Chen re: touring of property; request for more information; telephone conversation with	1.00

October 27, 2010  
Golden State Mutual Life Insurance Company, In Conservation

		<u>Hours</u>
	Gerald Womack; call to Sandra Williams. HOUSTON	
9/22/2010 SPC	Work on Golden State Mutual Life Insurance Company Assignment including but not limited to several telephone conversations with Peter re: his on site visit of property. CHICAGO	0.25
SPC	Work on Golden State Mutual Life Insurance Company Assignment including but not limited to review and organization of pictures of property. ROCKY MOUNT	0.25
SPC	Work on Golden State Mutual Life Insurance Company Assignment including but not limited to communications from R.Chen, interested party(ies) re: his touring of the property and his request for additional information about the property. HOUSTON	0.25
9/23/2010 PRI	Work on Golden State Mutual Life Insurance Company Assignment including but not limited to communication with client re: glass repair; telephone conversation with Michelle re: same; telephone conversation with local broker re: marketing of property. DALLAS	0.50
PRI	Work on Golden State Mutual Life Insurance Company Assignment including but not limited to on site touring of property, taking of pictures, meetings with staff, discussions with local realtors; several telephone conversations with Michelle re: same; preparation of notes emailing of information to broker, Mark Talley. DETROIT	6.00
SPC	Work on Golden State Mutual Life Insurance Company Assignment including but not limited to review of communications with client re: glass repairs; telephone conversation with Peter and response thereto. DALLAS	0.25
SPC	Work on Golden State Mutual Life Insurance Company Assignment including but not limited to telephone conversation with Peter re: his on site visit of the property, meeting with realtors; preparation of notes, contact information for addition to REO Summary Information Report. DETROIT	1.25
9/24/2010 PRI	Work on Golden State Mutual Life Insurance Company Assignment including but not limited to communication from Richard Chen, interested party(ies), response to his questions regarding the property. HOUSTON	0.50

October 27, 2010  
Golden State Mutual Life Insurance Company, In Conservation

		<u>Hours</u>
9/24/2010	SPC Work on Golden State Mutual Life Insurance Company Assignment including but not limited to discussion with Peter re: his calls with Carla Vaugh and sale of property. CHICAGO	0.25
	SPC Work on Golden State Mutual Life Insurance Company Assignment including but not limited to organization of pictures. MISC	0.25
9/27/2010	PRI Work on Golden State Mutual Life Insurance Company Assignment including but not limited to telephone conversation with Mark Talley re: listing of property; communications re: same. DETROIT	0.50
	PRI Work on Golden State Mutual Life Insurance Company Assignment including but not limited to telephone conversation with client re: REO overview; discussion with Michelle and revision of REO database. MISC	1.50
	PRI Work on Golden State Mutual Life Insurance Company Assignment including but not limited to telephone conversation with M.Meyers, interested party(ies). HOUSTON	0.50
	PRI Work on Golden State Mutual Life Insurance Company Assignment including but not limited to telephone conversation with Jonah Walston re: purchase of the property. ROCKY MOUNT	0.50
	SPC Work on Golden State Mutual Life Insurance Company Assignment including but not limited to telephone conversation with client and Peter re: REO overview - knowledge obtained from Peter's site visits of all properties - disposition strategy going forward; revisions of REO database - addition of information, etc. MISC	3.00
9/28/2010	PRI Work on Golden State Mutual Life Insurance Company Assignment including but not limited to email to interested party(ies) Perry Kyles. HOUSTON	0.25
	PRI Work on Golden State Mutual Life Insurance Company Assignment including but not limited to sending of photos of site visit to client. DALLAS	0.25
	PRI Work on Golden State Mutual Life Insurance Company Assignment including but not limited to telephone conversation with client re: REO disposition report. MISC	0.25

October 27, 2010  
Golden State Mutual Life Insurance Company, in Conservation

		<u>Hours</u>
9/28/2010	PRI Work on Golden State Mutual Life Insurance Company Assignment including but not limited to review of draft Purchase and Sales Agreement; telephone conversation with Jonah Walston re: same. ROCKY MOUNT	0.50
	PRI Work on Golden State Mutual Life Insurance Company Assignment including but not limited to telephone conversation with K.Lloyd and scheduling of tour of property; communications to Larry King re: same. HOUSTON	0.50
	PRI Work on Golden State Mutual Life Insurance Company Assignment including but not limited to review of property listing agreement and sending to client. DALLAS	0.25
	PRI Work on Golden State Mutual Life Insurance Company Assignment including but not limited to calls to broker re: listing agreement. CHICAGO	0.25
	PRI Work on Golden State Mutual Life Insurance Company Assignment including but not limited to review of listing agreement. DETROIT	0.25
	PRI Work on Golden State Mutual Life Insurance Company Assignment including but not limited to review of article re: burning of building on property across the street from property (Strode Churchwell's); discussion with client re: same. HOUSTON	0.50
	SPC Work on Golden State Mutual Life Insurance Company Assignment including but not limited to telephone conversation with client re: REO overview and disposition plan; revision to analysis. MISC	1.00
	SPC Work on Golden State Mutual Life Insurance Company Assignment including but not limited to review of draft Purchase and Sales Agreement. ROCKY MOUNT	0.50
	SPC Work on Golden State Mutual Life Insurance Company Assignment including but not limited to review of listing agreement. DALLAS	0.25
	SPC Work on Golden State Mutual Life Insurance Company Assignment including but not limited to review and research of Strode Churchwell's retail space being burned; discussion with Peter re: same and sending of link to article; discussion with Peter re: listing of property. HOUSTON	0.50

October 27, 2010

Golden State Mutual Life Insurance Company, in Conservation

		<u>Hours</u>
9/28/2010	SPC Work on Golden State Mutual Life Insurance Company Assignment including but not limited to addition of Jim McElroy, interested party(ies), contact information on contact sheet. DALLAS	0.25
9/29/2010	PRI Work on Golden State Mutual Life Insurance Company Assignment including but not limited to telephone conversation with James McElroy, interested party(ies) re: Dallas property. DALLAS	0.50
9/30/2010	SPC Work on Golden State Mutual Life Insurance Company Assignment including but not limited to preparation of GSM REO Disposition Report including but not limited to research for contact information for brokers; review of listing agreements; discussions with Peter re: valuations; review of files; preparation for and conference call with client re: same and district office closures; review of documents, organization and filing; several telephone conversations with interested party(ies) re: properties.  MISC	7.50
	PRI Work on Golden State Mutual Life Insurance Company Assignment including but not limited to calls with interested party(ies) and negotiations re: sale of the REO properties; calls with all listing brokers requesting comparable information and listing agreements; review of documents re: same; review of disposition report and revisions thereto; strategizing of disposition of REO; preparation for and conference call with client; several discussions with Michelle re: same. MISC	8.00
For professional services rendered		<u>Amount</u> 116.00 \$25,540.75

Michelle Jackson

From: Southwest Airlines [SouthwestAirlines@luv.southwest.com]  
Sent: Saturday, September 04, 2010 8:22 AM  
To: Peter Kane  
Subject: Ticketless Confirmation - KANE/PETER C - DK7ISH

KANE/PETER C

Confirmation Date:  
09/04/10

Confirmation Number:  
DK7ISH

Passenger(s)	Account Number	Ticket #	Expiration
KANE/PETER C	[REDACTED]	5262123063440	09/04/11

All travel involving funds from this Confirmation Number must be completed by the expiration date.

Depart: OAKLAND CA to HOUSTON HOBBY (Travel Time: 3:07:45 mins)

Date	Flight	Flight Information
Sun Sep 12 0695	Depart OAKLAND CA (OAK) at 3:40 PM	Arrive in HOUSTON HOBBY (HOU) at 9:25 PM

Base Fare	\$240.93
+ Excise Taxes	\$18.07
Advertised Fare	\$259.00
+ Segment Fee	\$3.70
+ Passenger Facility Charge	\$4.50
+ Security Fee <sup>2</sup>	\$2.50
Total Payment	\$269.70

Current payment(s)  
09/04/10 Mastercard [REDACTED] \$269.70

<sup>2</sup> Security Fee is the government-imposed September 11th Security Fee.

HMSHOST  
MAX EATZ  
OAKLAND INTERNATIONAL AIRPORT

8277 SOKUNLA

8892 SEP12'10 3:08PM GST 1

1 SAND CHIX PULLED	9.49
WHITE	
POTATO SALD	
1 CKE BTL PROMO 20	2.99
SUBTOTAL	12.48
TAX	1.22
AMOUNT	13.70
	XX/XX
MSTRCARD A1	13.70

BECOME A FAN OF HMSHOST

ON FACEBOOK.

Your order number is 8892

HOUSTON HOBBY AP

RR M53980194  
PETER  
KANE

#01

VEHICLE: 01695 / 1669027  
1INLUR LIC: TX B27N704  
FUEL: 8/8 OUT 8/8 IN  
CDP: 77694 -USAA

RES: E8610939585 / GOV1 / C  
COMPLETED BY: 9315 / TXHOB24  
RENTED: HOUSTON HOBBY A/P  
RENTAL: 09/12/10 21:54  
RETURN: 09/15/10 07:30  
RETURNED: HOUSTON HOBBY AP

PLAN IN: GOV1 RATE CLASS: C  
PLAN OUT: GOV1

MILES IN: 1313 TR-X MILES  
MILES OUT: 1255 MILES ALLOWED  
MILES DRIVEN: 58 MILES CHARGED

DAYS	3 @ \$	53.49 / DAY	\$	160.47
SUBTOTAL			T\$	160.47
CONCESSION FEE			T\$	17.92
LOW		DECLINED		
LIS		DECLINED		
PAT, PEC		DECLINED	T\$	1.03
ENERGY SURCHARGE			T\$	4.80
VEHICLE LICENSE		COST RECOVERY	\$	27.63
TAX 15.000% ON		184.22	\$	27.63
NET DUE			\$	211.85
PAID BY	HC			

HOW WAS YOUR EXPERIENCE?  
WE'D LIKE YOUR FEEDBACK.

- 1) Visit [WWW.HERTZSURVEY.COM](http://WWW.HERTZSURVEY.COM)
- 2) Enter Access Code: 01607
- 3) Take Brief 4 Question Survey

THANK YOU FOR RENTING FROM  
**HERTZ**



Luby's  
Dallas #13 (221)  
5600 South Hampton  
Dallas, TX 75232  
214-337-0444

Check # :650894

Dionicia A  
13:30:53 09/15/2010

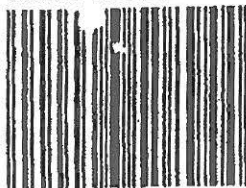
1 Three Vegetable Plate	5.59
1 Mashed Potato	
1 Green Beans	
1 Squash	
1 White Roll	
1 No Drink	
1 Fried Chicken Lu Ann	7.69
1 Cabbage	
1 Corn	
1 White Roll	
1 Iced Tea Sweet	2.19
1 Roast Chicken Lu Ann	7.69
1 Corn	
1 Tossed Salad	
1 White Roll	
1 Iced Tea Sweet	2.19
Tray#1 Subtotal	25.35

Subtotal 25.35  
Sales Tax 2.09

Please pay this amount  
Total 27.44

Dine In

Power Meals  
Monday - Friday  
All Day  
\$5.99 / \$6.99



9/16/2010 8:50

=====

Coffee & Post  
Check: 400784  
Server: Dia  
Terminal: :  
=====

Regular Check  
1 Lg Coffee 3.25  
1 Cinnamon Roll 2.75

Subtotal 6.00  
Tax 0.50  
Total 6.50

Gratuity \_\_\_\_\_

Total \_\_\_\_\_

Room Number \_\_\_\_\_

Print Name \_\_\_\_\_

Signature \_\_\_\_\_

DALLAS-FT WORTH AP

RR 575599102

PETER  
KANE

VEHICLE: 01698 / 9359779  
10GMX LIC: TX BH2G769  
FUEL: 8/8 OUT 8/8 IN  
CDP: 77694 -USAA

RES: E86103986C8 / 1856 / C  
COMPLETED BY: 2114 / TXDFW20  
RENTED: DALLAS LOVE FIELD  
RENTAL: 09/15/10 11:00  
RETURN: 09/16/10 16:32  
RETURNED: DALLAS-FT WORTH AP

PLAN IN: 1856I RATE CLASS: C  
PLAN OUT: 1856I

MILES IN: 10741 TR-X MILES  
MILES OUT: 10558 MILES ALLOWED  
MILES DRIVEN: 183 MILES CHARGED

DAYS	2 @ \$	51.00 / DAY	\$	102.00
SUBTOTAL			T\$	102.00
CONCESSION FEE			T\$	11.79
LDW		DECLINED		
LIS		DECLINED		
PAI, PEC		DECLINED		
ENERGY SURCHARGE			T\$	1.00
VEHICLE LICENSE COST RECOVERY			T\$	3.20
TAX 15.000% ON		118.02	\$	17.70
NET DUE			\$	135.72
PAID BY	MC			

HOW WAS YOUR EXPERIENCE?  
WE'D LIKE YOUR FEEDBACK.

- 1) Call 1-800-278-1595, or  
Visit [WWW.HERTZSURVEY.COM](http://WWW.HERTZSURVEY.COM)
- 2) Enter Access Code: 01602
- 3) Take Brief 4 Question Survey

THANK YOU FOR RENTING FROM  
**HERTZ**

PEET'S COFFEE  
HOBBY AIRPL  
HOUSTON, TX

#0107	IN
1 MD COFFE DAY	2.25
-----	
TAX TOTL	.19
<b>TOTAL</b>	<b>2.44</b>
CASH	10.00
CHANGE	7.56
Diane CSHR	
0137 08:00 SEP 15'10	W/S#01 P1

\*\*\* REPRINT \*\*\* REPRINT \*\*\* REPRINT \*\*\*  
SHELL , 57542145503  
3701 ESTER RD  
IRVING , TX  
75038

09/16/2010 04:17:35 PM 354784281

YOUR CARD FROM [REDACTED] MASTERCARD  
INVOICE 634147  
AUTH 054005

PUMP# 2	10.1016
REGULAR	2.599
PRICE/GAL	
FUEL TOTAL	\$ 26.25

Subtotal = \$	26.25
Tax = \$	0.00
*** REPRINT *** REPRINT *** REPRINT ***	
Total = \$	26.25
CREDIT	\$ 26.25
*** REPRINT *** REPRINT *** REPRINT ***	

You could've earned 5% with the Shell  
MasterCard! Apply today at  
1-888-935-4161.

\*\*\* REPRINT \*\*\* REPRINT \*\*\* REPRINT \*\*\*

Date: Sep22'10 06:32AM  
Card Type: Master Card  
Acct #:   
Card Entry: SWIPED  
Trans Type: PURCHASE  
Trans Key: AIA003871823583  
Exp Date: XX/XX  
Auth Code: 04051S  
Check: 3489  
Server: 223 MARIE B

Total: 6.68

Tip: \_\_\_\_\_

Total: \_\_\_\_\_

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

**BOJANGLES**  
7525 US Hwy. 64 East  
Knightdale, NC 27545  
(919) 266-2768  
www.bojanglesrdu.com

9/21/10 14:26  
Check 402  
Type Sale  
Swiped 101  
Front Ca Counter 3

Card TypeTrans  
Acct   
Trans Mastercard  
Exp XX/XX  
Auth 01912S  
Station 17127

Sale 8.20

Sign \_\_\_\_\_

I AGREE TO PAY TOTAL AMOUNT  
ACCORDING TO CARD ISSUER AGMT  
(MERCHANT AGMT IF CREDIT VCHR)

Merchant Copy

Thank you! Come Back Again Soon!  
Become a Fan!!!  
facebook.com/BojanglesRaleighDurham

HMSHOST  
GOOSE ISLAND  
CHICAGO 773.686.6180

1096 Teresa

3390 SEP22'10 2:17PM

EAT IN

1 SG JMBO VIENNA 3.99  
1 COKE BTL 20oz 2.39

SUBTOTAL 6.38  
TAX 0.77  
AMOUNT 7.15  
MSTRCARD A1 7.15

Steak 'n Shake No:2702701

Order: 350516 PTY: 1  
Name: Danika A 9/19/2010 10:35:53 PM  
SubTotal 6.37  
Tax 0.49  
Gratuity 2.50  
Total 9.36  
Master Card Ending:5246 Amount 9.36  
Exp:NOT EXP AuthCode: 08706S  
Issued To: KANE/PETER

\*\*\*\*\*

1/2 Price Happy Hour!!!

Shakes and Drinks

Weekdays 2-4 PM and now 2-4 AM!

2-4 AM valid at 24 hour locations

\*\*\*\*\*

THANK YOU FOR VISITING

Tell Us About Your Experience

1-877-STK-N-SHK (1-877-785-6745)

To contact this store  
Call (336)218-0807

Customer Copy

Sheetz #356  
4319 W Wendover Ave  
Greensboro, NC 27407  
336-855-8898

Pump No: 03  
Unleaded @ \$2.559 G  
Volume: 2.482 Gal

Gas Total: \$6.35  
Total \$6.35

092516

Master Card

09/21/2010 16:16:40

MACKS MART  
7526 KNIGHTDALE BLVD  
KNIGHTDALE, NC 27545  
919-266-1509

00000124164-01  
MACKS MARATHON  
7526 US HIGHWAY 64  
KNIGHTDALE NC

MASTERCARD  
KANE/PETER  
AUTH# 00 DOCH 98020  
DATE 09/21/10 14:05  
PUMP # 07  
PRODUCT: UNLD  
CARD # 06416S  
GALLONS: 12.543  
PRICE/G: \$ 2.699  
FUEL SALE \$ 38.85

YOU COULD HAVE SAVED  
UP TO \$01.69  
BY USING A  
MARATHON MASTER CARD

THANK YOU  
HAVE A NICE DAY

THANK YOU FOR  
CHOOSING MOBIL.

**Hertz.**

THE HERTZ CORPORATION

Phone: 800-664-4173  
Fax: 405-261-1173  
Web: www.hertz.com

Direct All Inquiries To:  
THE HERTZ CORPORATION  
PO BOX 26120  
OKLAHOMA CITY, OK 73126-0120



REPRINT

Rental Agreement No: 577625506  
Invoice Date: 09/22/2010  
Document: 970001405930

Renter: PETER KANE  
Account No.:  
CDP No.: 77694  
CDP Name: USAA

PETER KANE  
KANE CORPORATION  
67 SELBY LN STE 100  
ATHERTON, CA 94027-3926

RENTAL REFERENCE

Rental Agreement No: 577625506  
Reservation ID: E8610563640  
Special Bill Info: PLAT

RENTAL DETAILS

Rate Plan: IN: STDR OUT: STDR  
Rented On: 09/19/2010 12:00 LOC# 186811  
GREENSBORO, NC  
Returned On: 09/22/2010 06:11 LOC# 186811  
GREENSBORO, NC  
Car Description: N/L MALIBU 2.4N 2ST7200  
Veh. No.: 2628527  
CAR CLASS Charged: C MILEAGE In: 210  
Rented: F Out: 199  
Reserved: C Driven: 11

MISCELLANEOUS INFORMATION

CC AUTH: 033083 DATE: 2010/09/22 AMT: 263.00

RENTAL CHARGES

DAYS	3 @	35.49	106.47
SUBTOTAL			106.47
DISCOUNT		10.00%	-10.65
SUBTOTAL			95.82
CONCESSION FEE RECOVERY			10.80
VEHICLE LICENSE FEE			0.68
TAX		14.50%	15.56

AMOUNT DUE 122.86 USD

THANK YOU FOR RENTING FROM HERTZ

ALL CHARGES HAVE BEEN BILLED TO YOUR ACCOUNT.

Direct All Inquiries To:  
THE HERTZ CORPORATION  
PO BOX 26120  
OKLAHOMA CITY, OK 73126-0120  
UNITED STATES



**Hyatt Place Greensboro**  
1619 Stanley Road

Sep 22, 2010  
3:58 am

Greensboro, NC 27407  
Telephone: (336)852-1443 Fax: (336)854-9339

PETER KANE

Folio #: 138720  
Room Number: 302  
Rate: \$98.00  
Pay Method: BC5246

Arrival Date: Sunday, September 19, 2010  
Departure Date: Wednesday, September 22, 2010

Member #: None Entered

Information: GET CLUB CODE OR USE CR15985

Date	Department	Reference	Voucher	Room	Debit	Credit
9/19/2010	Room postings	Auto Posted		302	\$98.00	
9/19/2010	State Sales Tax	Auto Posted		302	\$7.60	
9/19/2010	Occ Tax - State	Auto Posted		302	\$5.88	
9/20/2010	Room postings	Auto Posted		302	\$98.00	
9/20/2010	State Sales Tax	Auto Posted		302	\$7.60	
9/20/2010	Occ Tax - State	Auto Posted		302	\$5.88	
9/21/2010	Laundry	guest laundry	9-21-10	302	\$21.20	
9/21/2010	Tax-Sales	guest laundry	9-21-10	302	\$1.64	
9/21/2010	Gallery Food	Food	43177	302	\$8.50	
9/21/2010	Tax-Sales	Tax	43177	302	\$0.66	
9/21/2010	Gallery Food	Food PEPPER JACK CHEESE	43177	302	\$0.50	
9/21/2010	Tax-Sales	Tax	43177	302	\$0.04	
9/21/2010	Gallery Food	Food	43177	302	\$2.00	
9/21/2010	Tax-Sales	Tax	43177	302	\$0.16	
9/21/2010	Room postings	Auto Posted		302	\$98.00	
9/21/2010	State Sales Tax	Auto Posted		302	\$7.60	
9/21/2010	Occ Tax - State	Auto Posted		302	\$5.88	

I agree that my liability for all charges is not waived.  
I accept delivery of The Wall Street Journal M-F (Gold Passport and VIP rooms only). If  
refused, a refund of \$1 will be provided.

Signature \_\_\_\_\_

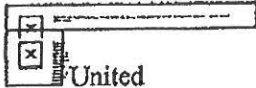
Tax Summary	
State Sales	\$22.80
Occ Tax - S	\$17.64
Tax-Sales	\$2.50

Balance: **\$369.14**

Peter Kane

9/22/10 - GSO LV. 7:18AM  
AR ORD 8:10AM \$356.20

From: UNITED-CONFIRMATION@UNITED.COM  
Sent: Wednesday, September 08, 2010 11:02 AM  
To: Peter Kane; PETER.KANE@ME.COM  
Subject: Your United flight confirmation - September 22, 2010 - Greensboro/High Point to Chicago



Confirmation # S5W196

[> Print reservation](#)  
[> View Itinerary](#)  
[> EasyCheck-in Online](#)

#### Flight info

Wed, Sep 22, 2010 Greensboro/High Point, NC (GSO) Chicago, IL (ORD)

Flight	Depart	Arrive	Cabin	Seats
GSO 07:18 AM	ORD 08:10 AM	Economy (U)	03B	
Wed, Sep 22, 2010	Wed, Sep 22, 2010			

United 7424

Operated by: United Express/gojet Airlines

Equipment: Bombardier CRJ-700 | Duration: 1h 52m | Non-stop | Fare code: UA0KN  
Traveled miles: 590 | Award miles: 590 | No Meal Service

#### Check-in information

Please note that valid, government-issued photo identification must be presented at check-in. Because you are a valued Mileage Plus Premier Executive member, we have requested an Unlimited Domestic Upgrade on your behalf. Please check back in My reservations 72 hours before your scheduled departure to learn if your upgrade has been confirmed.

#### Review

Name	Frequent flyer	Ticket	Fare(s)	Additional taxes and fees	Fare subtotal(s)
PETER KANE	0000000000	0162113223411	350.00USD	6.20 USD	356.20 USD



Secure Flight data complete [Review](#)

Please review the [fare rules](#) for this itinerary.

Fare total: 356.20 USD

#### Purchase summary

Product	Credit card:	Receipt	Price
Ticket price		S5W196	356.20 USD
			Ticket total: 356.20 USD

Itinerary total:  
Grand total: 356.20 USD

#### Billing / Delivery information

PETER C KANE  
67 SELBY LANE SUITE 100 ATHERTON CA 94027-3926 USA

#### Book your hotel

Location	Dates of stay	Hotel	Rating	Price
----------	---------------	-------	--------	-------

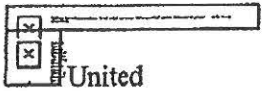


9/22/10 - ORD Lv. 4:40PM  
DTW Ar 7:00PM

#103.70

Peter Kane

From: UNITED-CONFIRMATION@UNITED.COM  
Sent: Wednesday, September 08, 2010 11:05 AM  
To: Peter Kane; PETER.KANE@ME.COM  
Subject: Your United flight confirmation - September 22, 2010 - Chicago to Detroit



Confirmation # S70600

- > [Print reservation](#)
- > [View itinerary](#)
- > [EasyCheck-in Online](#)

Flight info

Wed, Sep 22, 2010 Chicago, IL (ORD) Detroit, MI (DTW)  
Flight Depart Arrive Cabin Seats  
 United 6611 ORD 04:40 PM DTW 07:00 PM Economy (W) 12B  
Wed, Sep 22, 2010 Wed, Sep 22, 2010  
Operated by: United Express/skywest Airlines

Equipment: Bombardier CRJ-700 | Duration: 1h 20m | Non-stop | Fare code: WA14KN  
Traveled miles: 235 | Award miles: 235 | No Meal Service

Check-in information

Please note that valid, government-issued photo identification must be presented at check-in.  
Because you are a valued Mileage Plus Premier Executive member, we have requested an Unlimited Domestic Upgrade on your behalf.  
Please check back in My reservations 72 hours before your scheduled departure to learn if your upgrade has been confirmed.

Review

Name	Frequent flyer	Ticket	Fare(s)	Additional taxes and fees	Fare subtotal(s)
PETER KANE		0162113222207	93.00USD	10.70 USD	103.70 USD

Secure Flight data complete [Review](#)

Please review the [fare rules](#) for this itinerary.

Fare total: 103.70 USD

Purchase summary

Product	Credit card:	Receipt	Price
Ticket price	Mastercard xx	S70600	103.70 USD
			Ticket total: 103.70 USD

Itinerary total:  
Grand total: 103.70 USD

Billing / Delivery information

PETER C KANE  
87 SELBY LANE SUITE 100 ATHERTON CA 94027-3926 USA

Book your hotel

Location	Dates of stay	Hotel	Rating	Price
----------	---------------	-------	--------	-------

Last Name <b>KANE</b>		First Name <b>PETER</b>		Folio <b>1</b>	Page <b>1</b>
Street <b>67 SELBY LN</b>				Room <b>1448</b>	
Suite <b>STE 100</b>				Rate <b>152.10</b>	
City <b>ATHERTON</b>		State <b>CA</b>	Zip Code <b>940273926</b>	Arrival <b>09/22/10 WED</b>	
(650) 369-9100		1/0		Departure <b>09/23/10 THU</b>	
				Bonuses	Type <b>CCARD</b>
				Account	

DATE	DESCRIPTION	CHARGE/CREDIT	DATE	DESCRIPTION	CHARGE/CREDIT
09/22	VALET PARKING	15.00	If any aspect of your stay did not exceed expectations, please contact Amir Blatner at QUALITYDTTRD@HYATT.COM (313-98 We appreciate you using Hyatt Regency Dearborn.		
09/22	DISCOUNT ROOM	152.10			
09/22	*MICH USE TAX	9.13			
09/22	*CONV FACLTY TAX	7.61			
09/22	*CONV BUREAU TAX	3.04			
09/22	*EXCISE TAX	1.52			
09/23		-188.40			
	Total Due	.00			
MASTERCARD 67040530010					
Your account (C30000709Z) will be credited for all eligible charges. * indicates an ineligible charge.					
Please remit to: Hyatt Regency Dearborn P. O. Box 843566 Dallas, TX 75284 Customer Service Number: 1-888-863-3020 Customer Service Email: NA.CUSTOMERSERVICE@HYATT.COM					

Signature

I agree that my liability for this bill is not waived and I agree to be held personally liable in the event that the indicated person, company or association fails to pay for any part or the full amount of these charges.

OMEGA CONEY ISLAND RESTAURANT  
22501 W. EIGHT MILE  
DETROIT, MI 48219  
(313) 432-5890  
MID 18788236875748

Merchant ID: 00823087574683

ant  
Rd.

### Sale

XXXXXXXXXXXX5246  
MASTERCARD

Entry Method: Swiped

Server: Angie

Amount:

\$ 10.03

3.69

Tip:

2.99

Total:

1.39

1.39

09/23/18

Time: 000006

Approved: Online

09:33:53

Order Code: 005168

Batch#: 000542

9.48

0.57

10.03

10.03

Customer Copy  
THANK YOU!  
COME AGAIN!



Ticket ID: 100923084000400019

Thank You  
Every Day Is A Great Day

9/23/10- ~~3:33~~ Lv Detroit 3:33  
 Ar Denver 4:45  
 Lv Denver 6:55  
 Ar Oak 8:31

Michelle Jackson

From: UNITED-CONFIRMATION@UNITED.COM  
 Sent: Wednesday, September 08, 2010 10:59 AM  
 To: Peter Kane; PETER.KANE@ME.COM  
 Subject: Your United flight confirmation - September 23, 2010 - Detroit to Oakland

**UNITED**

United

Confirmation # S4LQG4

[Print reservation](#)

[View itinerary](#)

[EasyCheck-in Online](#)

\$170.40

Flight 6687

Thu, Sep 23, 2010 Detroit, MI (DTW) Oakland, CA (OAK)

Flight	Depart	Arrive	Cabin	Seats
United 6687	DTW 03:33 PM	DEN 04:45 PM	Economy (T)	03B
Operated by: United Express/skywest Airlines				

Equipment: Bombardier CRJ-700 | Duration: 3h 12m | Non-stop | Fare code: TA7CS  
 Traveled miles: 1123 | Award miles: 1,123 | No Meal Service

United 0021

Flight	Depart	Arrive	Cabin	Seats
United 0021	DEN 06:55 PM	OAK 08:31 PM	Economy (T)	07A

Equipment: Airbus A320 | Duration: 2h 36m | Non-stop | Fare code: TA7CS  
 Traveled miles: 957 | Award miles: 957 | No Meal Service

#### Check-In Information

Please note that valid, government-issued photo identification must be presented at check-in. Because you are a valued Mileage Plus Premier Executive member, we have requested an Unlimited Domestic Upgrade on your behalf. Please check back in My reservations 72 hours before your scheduled departure to learn if your upgrade has been confirmed.

#### Review

Name	Frequent flyer	Ticket	Fare(s)	Additional taxes and fees	Fare subtotal(s)
PETER KANE	[REDACTED]	0162113221518	149.00USD	21.40 USD	170.40 USD

Secure Flight data complete [Review](#)  
[fare rules](#)

Fare total: 170.40 USD

Product

Ticket price

Credit card:

Receipt

S4LQG4

Price

170.40 USD

Ticket total: 170.40 USD

Itinerary total:

Grand total: 170.40 USD

PETER C KANE

67 SELBY LANE SUITE 100 ATHERTON CA 94027-3926 USA

DETROIT METRO AP

RR 579704226

PETER

KANE

VEHICLE: 01592/8694077  
100TSN LIC: IN 103AAF

CDP: 77694 -USAA

RES: E8612469455 /CRL / C  
COMPLETED BY: 9296/HIDAP13

RENTED: DETROIT METROPOLITAN A/P

RENTAL: 09/22/10 20:00

RETURN: 09/23/10 12:11

RETURNED: DETROIT METRO AP

PLAN IN: CRL RATE CLASS: C  
PLAN OUT: CRL

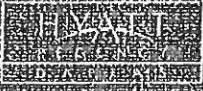
MILES IN: 7756 TR-X MILES  
MILES OUT: 7711 MILES ALLOWED  
MILES DRIVEN: 45 MILES CHARGED

DAYS	10	\$ 61.00 / DAY	\$ 61.00
SUBTOTAL			T\$ 61.00
CONCESSION FEE RECOVERY			T\$ 9.90
LDW	DECLINED		
LIS	DECLINED		
PAI, PEC	DECLINED		
FUEL & SVC \$ .599/MI	\$ 8.99/GL	T\$ 26.95	
ENERGY SURCHARGE		T\$ 1.03	
VEHICLE LICENSE COST RECOVERY		T\$ .27	
TAX \$.000% ON	99.15	\$ 7.93	
NET DUE			\$ 107.08
PAID BY	MC		

HOW WAS YOUR EXPERIENCE?  
WE'D LIKE YOUR FEEDBACK.

- 1) Call 1-800-278-1595, or  
Visit [WWW.HERTZSURVEY.COM](http://WWW.HERTZSURVEY.COM)
- 2) Enter Access Code: 01530
- 3) Take Brief 4 Question Survey

THANK YOU FOR RENTING FROM  
**HERTZ**



300 RAMPART BLVD  
DALLAS, TX, USA 75207  
TELEPHONE (214) 651-1234  
FAX (214) 742-6126

thank you

Last Name Kane  
First Name Peter  
Street 67 Selby Ln  
City Atherton  
State CA  
Zip 940273926

Folio 1  
Page 1  
Room 2621  
Rate  
Arrival 09/15/10 Wed  
Departure 09/16/10 Thu  
Bonus Type  
Account

DATE	DESCRIPTION	AMOUNT	DATE	DESCRIPTION	AMOUNT
09/15	Guest Room	188.10			
09/15	City Occupancy Tax 9%	16.93			
09/15	State Occupancy Tax 6%	11.29			
09/15	Parking Valet	19.00			
09/15	Parking Sales Tax 8.25%	1.57			
09/16	Master Card	-236.89			
	Total	0.00			

GJM

WE HOPE YOU ENJOYED YOUR STAY WITH US!  
WE ARE COMMITTED TO PROVIDING YOU WITH A COMFORTABLE AND  
ENJOYABLE STAY. WE WELCOME YOUR FEEDBACK. PLEASE CONTACT US AT  
QUALITYDFWRD@HYATT.COM.

[illegible]

**ACCOUNT ACTIVITY (CONTINUED)**

Date of Transaction	Merchant Name or Transaction Description	\$ Amount
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
09-18	AMERICAN CREDIT SERVICE DALLAS TX	\$60.00
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
09-17	GILLY'S GRIFFIN 1701 S. MARY AVE	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]



Montana  
Restaurant

Date 09/16/10 Time 01:11  
Card Number [REDACTED]  
Check Num 614849

Tip: 3  
1180

Total: 1180

total:

Dallas-Ft. Worth - for ...  
CELEBRATING 50 ...



Book a hotel



Book a car

Buy trip insurance  
for as low as \$18.50

Record Locator: HKZOFJ

**Itinerary**

Carrier	Flight Number	City	Departing Date & Time	City	Arriving Time	Booking Code
	3859	MIAMI INTERNTL	SUN 19SEP 7:30 PM	GREENSBORO HIGHPT	9:30 PM	W
OPERATED BY AMERICAN EAGLE						
American Airlines	Peter Kane	FF#: JY02498	Economy	Food For Purchase		

**Receipt**

PASSENGER	TICKET NUMBER	FARE-USD	TAX	TICKET TOTAL
PETER KANE	0012325101416	231.63	28.07	259.70
Payment Type: Master Card				Total: \$259.70

You have purchased a NON-REFUNDABLE fare. The itinerary must be canceled before the ticketed departure time of the first unused coupon or the ticket has no value. If the fare allows changes, a fee may be assessed for changes and restrictions may apply.

Electronic tickets are NOT TRANSFERABLE. Tickets with nonrestrictive fares are valid for one year from original date of issue. If you have questions regarding our refund policy, please visit [www.aa.com/refunds](http://www.aa.com/refunds).

To change your reservation, please call 1-800-433-7300 and refer to your record locator.

Check-in times will vary by departure location. In order to determine the time you need to check-in at the airport, please visit [www.aa.com/airportexpectations](http://www.aa.com/airportexpectations).

A summary of Terms and Conditions of Travel is available by selecting the Conditions of Carriage button below.

Conditions Of  
CarriageSpecial  
AssistanceFlight  
CancellationFlight Status  
Notification

Our  
**Lowest Fare**  
Guarantee Only at AA.com

member of oneworld

We know why you fly  
**American Airlines**  
AA.com

This e-mail address is non-refundable and does not accommodate replies.  
If you have a customer service issue, please [Contact AA](http://ContactAA).

NRID: 4821662546500714215129000



1200 Louisiana Street  
Houston, TX, 77002 USA  
TELEPHONE 713 654 1234  
FACSIMILE 713 951 0934

thank you

Last Name <b>KANE</b>		First Name <b>PETER</b>	
Street <b>67 SELBY LN</b>			
STE 100			
City <b>ATHERTON</b>	State <b>CA</b>	Zip Code <b>940273926</b>	
(650) 369-9100		1/0	

folio	I	Page	I
Room	2922		
Rate	269.10		
Arrival	09/12/10 SUN		
Departure	09/15/10 WED		
Bonuses	Type CCARD		
Account	XX/XX		

DATE	DESCRIPTION	CHARGE/CREDIT	DATE	DESCRIPTION	CHARGE/CREDIT
09/12	TMOBILE WIFI	9.99	09/14	*STATE OCC TX 6%	16.15
09/12	*INTRNT SALES TX	.82	09/14	*CITY OCC TX 7%	18.84
09/12	DISCOUNT ROOM	269.10	09/14	**CNTY OCC TX 2%	5.38
09/12	*STATE OCC TX 6%	16.15	09/14	**SPORT TAX 2%	5.38
09/12	*CITY OCC TX 7%	18.84	09/14	VALET PARKING	27.06
09/12	**CNTY OCC TX 2%	5.38	09/15	TMOBILE ADJ	-19.98
09/12	**SPORT TAX 2%	5.38	09/15	*INTRNT SALES TX	-1.65
09/12	VALET PARKING	27.06	09/15	ExXX/XX	-1241.46
09/13	SHULA'S - LUNCH	24.51			
09/13	SHULA'S-DINNER	85.63			
09/13	DISCOUNT ROOM	269.10			
09/13	*STATE OCC TX 6%	16.15			
09/13	*CITY OCC TX 7%	18.84			
09/13	**CNTY OCC TX 2%	5.38			
09/13	**SPORT TAX 2%	5.38			
09/13	VALET PARKING	27.06			
09/14	TMOBILE WIFI	9.99			
09/14	*INTRNT SALES TX	.82			
09/14	GUEST LAUNDRY	31.39			
09/14	SHULA'S - LUNCH	13.60			
09/14	SHULA'S-DINNER	60.61			
09/14	DISCOUNT ROOM	269.10			

Total Due .00  
 MASTERCARD 67040880015  
 Your account (C30000709Z) will be credited for all eligible charges: \* indicates an ineligible charge.  
 Contact us: consumeraffairshourh@hyatt.com or 713.375.4600  
 I accept delivery of The Wall Street Journal M-F ( Gold Passport, and VIP rooms only). If refused, a refund of \$1 will be provided  
 Billing Inquiries: Call Customer Service at 405.912.4126 or email

Signature

I agree that my liability for this bill is not waived and I agree to be held personally liable in the event that the indicated person, company or association fails to pay for my part or the full amount of these charges.

Michelle Jackson

From: Southwest Airlines [SouthwestAirlines@luv.southwest.com]  
Sent: Saturday, September 04, 2010 8:26 AM  
To: Peter Kane  
Subject: Ticketless Confirmation - KANE/PETER C - DV8ISK

KANE/PETER C

Confirmation Date:  
09/04/10

Confirmation Number:  
DV8ISK

Passenger(s)

Account Number

Ticket #

Expiration

KANE/PETER C

3

5262123063856

09/04/11

All travel involving funds from this Confirmation Number must be completed by the expiration date.

Depart HOUSTON HOBBY to DALLAS LOVE FIELD (Travel Time 10:55 mins)

Date Flight Flight Information

Wed Sep 15 0016

Depart HOUSTON HOBBY (HOU) at 10:00 AM  
Arrive in DALLAS LOVE FIELD (DAL) at 10:55 AM

Base Fare

\$101.40

+ Excise Taxes

\$7.60

Advertised Fare

\$109.00

+ Segment Fee

\$3.70

+ Passenger Facility Charge

\$3.00

+ Security Fee<sup>2</sup>

\$2.50

Total Payment

\$118.20

Current payment(s)

09/04/10 Mastercard XXXX \$118.20

<sup>2</sup> Security Fee is the government-imposed September 11th Security Fee.

## **EXHIBIT 7**

# Invoice

Roth Staffing Companies, L.P.  
Ultimate Staffing Services • Ledgent  
Adams & Martin Group

Company ID  
278321

Invoice Number  
12543856

Invoice Date  
10/22/2010

Branch: 02U San Francisco U  
Timesheets Attached

**Bill To:**

Conservation & Liquidation Office  
Attn: Human Resources  
425 Market Street  
Suite 2300  
San Francisco, CA 94105

**Attn:**

Human Resources

Week Ending	Name	Wage Type	Hours	Rate	Amount
10/17/2010	Nocon, Susan	Regular	18.00	67.50	1,215.00

996.63005

11/15/2010 Mojabi, Mohammed

Send to Jennifer Murphy on 11/22/2010  
to be processed and paid by  
Golden State Mutual

MATH CHECKED - Gandhi, Alan 10/29/2010

Subtotal	1,215.00
Plus Sales Tax	0.00
Sales Taxable Amount	0.00
If payment is made before 11/12/10, please pay	1,215.00
If payment is made after 11/12/10, please pay	1,287.90

REMIT TO:  
Dept 8761  
Los Angeles, CA 90084-8761  
FIN #33-0633164

Thank you for your business!

For billing questions, please call: (714) 939-5999

Page 1 of 1  
10/29/2010 11:52:22 AM  
11/24/2010 11:21:10 AM



VER 02/08

P.O. BOX 11057  
ORANGE, CA 92856-8157To change the delivery  
method of your check,  
please contact your  
branch office.

Assignment # \_\_\_\_\_

Employee ID \_\_\_\_\_

Name SUPAN NOCONCompany Name CONSERVATION & LIQUIDATION OFFICEReport to MOHAMMED MOJABI

## CHECK ONE

- ☐ This is my first week on a new assignment or with a new supervisor. My Ambassador Timecard Supplement is attached.
- ☐ This is not my first week on a new assignment and my Ambassador Supplement has been turned in for this assignment.
- ☐ Other \_\_\_\_\_

ENTER ACTUAL HOURS WORKED (MINUS LUNCH) TO THE NEAREST 1/4 HOUR.  
PLEASE WRITE LEGIBLY TO AVOID ERRORS IN PROCESSING YOUR PAYCHECK.

	Date Worked	Time In	Time Out (Lunch)	Time In (Lunch)	Time Out	Reg. Hours	O.T. Hours	D.T. Hours
Mon								
Tue								
Wed	10-13	10:00	11:45	12:30	4:45	6:00		
Thu	10-14	8:00	11:45	12:30	4:45	8:00		
Fri	10-15	8:00	12:00		12:00	4:00		
Sat								
Sun								
Week-Ending Date:	10/17/10					18:00		

I certify that I worked the hours shown on this card on the days indicated and that this card has been certified by a person that I believe is an authorized representative of the Customer.

Staffing Associate Signature Supan Nocon

As the Customer's authorized representative, I certify that the staffing associate's hours shown on this time sheet are correct and that the work was performed satisfactorily. I also confirm the Customer's agreement to the terms stated on the reverse side of this form.

Customer Signature Supan Nocon

## TERMS OF SALE

1. Roth Staffing Companies, L.P. dba Ultimate Staffing Services, Ledgent, and Adams & Martin Group is hereafter referred to as the "Company." Except as modified separately in writing, these terms govern Customer's completed and future temporary employment assignments. Customer includes all subsidiaries, affiliates, and partners. Customer, through its authorized representative, certifies that the staffing associate's hours shown on his/her time sheet are correct and that the work was performed satisfactorily. Also, Customer shall notify the Company immediately of the completion or termination of a staffing associate's assignment.
  2. The Company charges on a weekly basis and invoices are payable upon receipt. All benefits to Customer (e.g., guarantees, free orientation, etc.) are in effect only when we have received payment within 10 days from the date shown on the invoice. Customer shall promptly pay the Company invoices, late fee charges of 6% and finance charges of 1.5% per month and all collection fees, attorney's fees and court costs on all unpaid balances.
  3. Customer agrees that it will not entrust staffing associates with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables without the express prior written permission of the Company and then only under the Company's direct supervision and control, and that it will not request or permit any staffing associate to use any vehicle or machinery, regardless of ownership, in connection with the performance of services for Customer, without the Company's express prior written permission. All claims and costs associated with acts or omissions of the Company's staffing associates arising from nonobservance of this section shall be Customer's responsibility.
  4. Customer will hold the Company harmless from all claims and costs arising under occupational safety or health laws with respect to the Company's staffing associates assigned to it. The Company is not responsible for fidelity bond claims not reported to them by Customer in writing within 30 days after occurrence.
  5. Customer agrees not to directly or indirectly cause or permit any staffing associate assigned to Customer by the Company to transfer to another entity's payroll, or to perform services for Customer while on the payroll of any person or firm other than the Company during the term of the staffing associate's assignment to Customer and for 365 days after such assignment ends, or employ any person referred to Customer by the Company, within a time period of 365 days subsequent to said referral, without the Company's express written permission. If Customer violates this paragraph, then Customer shall pay to the Company a fee in the amount of 30% of the staffing associate's annualized compensation, plus all costs of collection and/or reimbursement for all reasonable attorney's fees incurred to enforce its rights hereunder. "Transfer" includes, but is not limited to: employing the person directly; purchasing the person's services as a temporary, payroll or leased employee of an organization other than the Company for substantially the same work assignment; obtaining the person's services through any independent contractor, agency, facility staffing or consulting relationship; or arranging, suggesting, endorsing, facilitating, or acquiescing in the person's employment or recruitment by another organization, whether or not the person is later assigned to Customer.
  6. If Customer hires directly onto its own payroll, or engages as an independent contractor, a staffing associate after the staffing associate has worked at Customer's facility for at least 720 hours in any 12-month period, with no break in service, the Company shall waive any placement fee, conversion fee, or liquidated damages, provided that Customer has paid to the Company all invoiced amounts for such staffing associate. In the event that Customer hires or engages as an independent contractor any staffing associate prior to such 720-hour period, Customer shall pay to the Company a fee calculated at 1% per thousand of the annualized salary of the employee, up to 30%, less any "Gross Margin" paid to date on that assignment.
- Your acceptance of referrals from The Company constitutes your agreement with our fee schedule.
- Gross Margin is defined as the Bill Rate less the Pay Rate + Payroll Costs (federal and state taxes, Worker's Compensation expenses paid and miscellaneous employee benefit costs) for the time the staffing associate worked at Customer.

VER 02/08

# Invoice

Roth Staffing Companies, L.P.  
Ultimate Staffing Services • Ledgent  
Adams & Martin Group

Company ID  
28321

Invoice Number  
12546475

Invoice Date  
10/29/2010

Branch: 02U San Francisco U

**Bill To:**

Conservation & Liquidation Office  
Attn: Toni Sanchez  
P.O. Box 26894  
Conservation & Liquidation Office  
San Francisco, CA 94126-0894

**Attn:**

Toni Sanchez

Week Ending	Name	Wage Type	Hours	Rate	Amount
10/24/2010	Decker, Justin	Regular	38.00	21.88	787.68
10/24/2010	Helmle, Brian	Regular	35.25	21.88	771.27
10/24/2010	Shockley, Jonathan	Regular	38.00	21.88	787.68

996.63005

11/15/2010 Majabi, Mohammed

Send to Jennifer Murphy on 11/22/2010  
to be processed and paid by  
Golden State Mutual.

MATH CHECKED - Gandhi, Alan 11/2/2010

Subtotal	2,346.63
Plus Sales Tax	0.00
Sales Taxable Amount	0.00
If payment is made before 11/19/10, please pay	2,346.63
If payment is made after 11/19/10, please pay	2,487.43

REMIT TO:  
Dept 8761  
Los Angeles, CA 90084-8761  
FIN #33-0633164

Thank you for your business!

For billing questions, please call: (714) 939-5999

Page 1 of 1  
11/2/2010 11:39:50 AM  
11/24/2010 11:21:09 AM





ADAMS & MARTIN

VER 0405  
P.O. BOX 11057  
ORANGE, CA 92650-8157

To change the delivery  
method of your check,  
please contact your  
branch office.

Assignment # \_\_\_\_\_

Employee ID \_\_\_\_\_

Name Justin Decker

Company Name CLO

Report to \_\_\_\_\_

**CHECK ONE**

- ☐ This is my first week on a new assignment or with a new supervisor. My Ambassador Timescard Supplement is attached.  
☐ This is not my first week on a new assignment and my Ambassador Supplement has been turned in for this assignment.  
☒ Other \_\_\_\_\_

ENTER ACTUAL HOURS WORKED (MINUS LUNCH) TO THE NEAREST 1/4 HOUR.  
PLEASE WRITE LEGIBLY TO AVOID ERRORS IN PROCESSING YOUR PAYCHECK.

	Date Worked	Time In	Time Out (Lunch)	Time In (Lunch)	Time Out	Reg. Hours	O.T. Hours	O.T. Hours
Mon	10/18	8:40	11:45	12:30	4:45	8		
Tue	10/19	8:40	11:45	12:30	4:45	8		
Wed	10/20	8:40	11:45	12:30	4:45	8		
Thu	10/21	8:40	11:45	12:30	4:45	8		
Fri	10/22	8:40	-	-	12:00	4		
Sat								
Sun								
Week-Ending Date: <u>10/24/2010</u>						Total Hours <u>36</u>		

I certify that I worked the hours shown on this card on the days indicated and that this card has been certified by a person that I believe is an authorized representative of the Customer.

Ambassador Signature J. Decker

As the Customer's authorized representative, I certify that the staffing associate's hours shown on this time sheet are correct and that the work was performed satisfactorily. I also confirm the Customer's agreement to the terms stated on the reverse side of this form.

Customer Signature [Signature]

ACCOUNTING DEPT.

36



ADAMS & MARTIN

VEN 09/08  
P.O. BOX 11057  
ORANGE, CA 92668-8157

To change the delivery  
method of your check,  
please contact your  
branch office.

Assignment # \_\_\_\_\_

Employee ID \_\_\_\_\_

Name Brian Helms

Company Name LSML - CLO

Report to Cherie Johnson

CHECK ONE

- ☐ This is my first week on a new assignment or with a new supervisor. My Ambassador Timecard Supplement is attached.  
☐ This is not my first week on a new assignment and my Ambassador Supplement has been turned in for this assignment.  
☐ Other \_\_\_\_\_

ENTER ACTUAL HOURS WORKED (MINUS LUNCH) TO THE NEAREST 1/4 HOUR.  
PLEASE WRITE LEGIBLY TO AVOID ERRORS IN PROCESSING YOUR PAYCHECK.

	Date Worked	Time In	Time Out (Lunch)	Time In (Lunch)	Time Out	Reg. Hours	O.T. Hours	D.T. Hours
Mon	10/18	8:45	11:45	12:30	4:45	8		
Tue	10/19	8:10	11:45	12:30	4:45	8		
Wed	10/20	8:00	11:45	12:30	4:45	8		
Thu	10/21	8:45	11:45	12:30	4:45	8		
Fri	10/23	8:00	12:00			4		
Sat								
Sun								
Week-Ending Date: <u>10/24/10</u>		Total Hours		<u>35.25</u>				

I certify that I worked the hours shown on this card on the days indicated and that this card has been certified by a person that I believe is an authorized representative of the Customer.

Ambassador Signature [Signature]

As the Customer's authorized representative, I certify that the staffing associate's hours shown on this time sheet are correct and that the work was performed satisfactorily. I also confirm the Customer's agreement to the terms stated on the reverse side of this form.

Customer Signature [Signature]

ACCOUNTING DEPT.

35.25



LEDGENT

ADAMS &amp; MARTIN

VERCARS

P.O. BOX 11057  
ORANGE, CA 92668-8157To change the delivery  
method of your check,  
please contact your  
branch office.

Assignment #

Employee ID

Name

Company Name

Report to

## CHECK ONE

- ☐ This is my first week on a new assignment or with a new supervisor. My Ambassador Timecard Supplement is attached.
- ☐ This is not my first week on a new assignment and my Ambassador Supplement has been turned in for this assignment.
- ☐ Other

ENTER ACTUAL HOURS WORKED MINUS LUNCH TO THE NEAREST 1/4 HOUR.  
PLEASE WRITE LEGIBLY TO AVOID ERRORS IN PROCESSING YOUR PAYCHECK.

	Date Worked	Time In	Time Out (Lunch)	Time In (Lunch)	Time Out	Reg. Hours	O.T. Hours	D.T. Hours
Mon	9/18	8	11:45	12:30	4:45	8		
Tue	10/10	8	11:45	12:30	4:45	8		
Wed	10/20	8	11:45	12:30	4:45	8		
Thu	10/21	8	11:45	12:30	4:45	8		
Fri	10/22	8			12	4		
Sat								
Sun								
Week-Ending Date:	10/24	10	Total Hours		36			

I certify that I worked the hours shown on this card on the days indicated and that this card has been certified by a person that I believe is an authorized representative of the Customer.

Ambassador Signature

As the Customer's authorized representative, I certify that the staffing associate's hours shown on this time sheet are correct and that the work was performed satisfactorily. I also confirm the Customer's agreement to the terms stated on the reverse side of this form.

Customer Signature

ACCOUNTING DEPT.

36

# Invoice

Roth Staffing Companies, L.P.  
Ultimate Staffing Services • Ledgent  
Adams & Martin Group

Company ID  
28321

Invoice Number  
12548345

Invoice Date  
11/05/2010

Branch: 02U San Francisco U

**Bill To:**

Conservation & Liquidation Office  
Attn: Toni Sanchez  
P.O. Box 26894  
Conservation & Liquidation Office  
San Francisco, CA 94126-0894

**Attn:**

Toni Sanchez

Week Ending	Name	Wage Type	Hours	Rate	Amount
10/31/2010	Helmle, Brian	Regular	36.00	21.88	787.68
10/31/2010	Shockley, Jonathan	Regular	36.00	21.88	787.68

996.63005

11/18/2010 Mojabi, Mohammed

Send to Jennifer Murphy on 11/22/2010  
to be processed and paid by  
Golden State Mutual.

MATH CHECKED - Gandhi, Alan 11/9/2010

Subtotal	1,575.36
Plus Sales Tax	0.00
Sales Taxable Amount	0.00
If payment is made before 11/26/10, please pay	1,575.36
If payment is made after 11/26/10, please pay	1,669.88

REMIT TO:  
Dept 8761  
Los Angeles, CA 90084-8761  
FIN #33-0633164

Thank you for your business!

For billing questions, please call: (714) 939-5999

Page 1 of 1  
11/9/2010 11:09:19 AM  
11/24/2010 11:21:08 AM



LEDGENT

ADAMS &amp; MARTIN

VER 09/08

P.O. BOX 11057  
ORANGE, CA 92668-8157To change the delivery  
method of your check,  
please contact your  
branch office.

Assignment # \_\_\_\_\_

Employee ID \_\_\_\_\_

Name Brian Helms

Company Name \_\_\_\_\_

Report to \_\_\_\_\_

## CHECK ONE

- ☐ This is my first week on a new assignment or with a new supervisor. My Ambassador Timesheet Supplement is attached.  
☐ This is not my first week on a new assignment and my Ambassador Supplement has been turned in for this assignment.  
☐ Other \_\_\_\_\_

ENTER ACTUAL HOURS WORKED (MINUS LUNCH) TO THE NEAREST 1/4 HOUR.  
PLEASE WRITE LEGIBLY TO AVOID ERRORS IN PROCESSING YOUR PAYCHECK.

	Date Worked	Time In	Time Out (Lunch)	Time In (Lunch)	Time Out	Reg. Hours	O.T. Hours	D.T. Hours
Mon	10/25	8a	12:45	12:30	4:45	8		
Tue	10/26	8a	11:45	12:30	4:45	8		
Wed	10/27	8a	11:45	12:30	4:45	8		
Thu	10/28	8a	11:45	12:30	4:45	8		
Fri	10/29	8a	12:45	12:30	4:45	8		
Sat								
Sun								
Week-Ending Date: 10/31/10		Total Hours		36				

I certify that I worked the hours shown on this card on the days indicated and that this card has been certified by a person that I believe is an authorized representative of the Customer.

Ambassador Signature [Signature]

As the Customer's authorized representative, I certify that the staffing associate's hours shown on this time sheet are correct and that the work was performed satisfactorily. I also confirm the Customer's agreement to the terms stated on the reverse side of this form.

Customer Signature [Signature]

ACCOUNTING DEPT.



ADAMS &amp; MARTIN

WAREHOUSE  
P.O. BOX 11057  
ORANGE, CA 92856-8157

To change the delivery  
method of your check,  
please contact your  
branch office.

Assignment # \_\_\_\_\_

Employee ID \_\_\_\_\_  
Name Nathan Shockley

Company Name \_\_\_\_\_

Report to Susan Nocon

## CHECK ONE

- ☐ This is my first week on a new assignment or with a new supervisor. My Ambassador Timecard Supplement is attached.  
☒ This is not my first week on a new assignment and my Ambassador Supplement has been turned in for this assignment.  
☐ Other \_\_\_\_\_

ENTER ACTUAL HOURS WORKED (MINUS LUNCH) TO THE NEAREST 1/4 HOUR.  
PLEASE WRITE LEGIBLY TO AVOID ERRORS IN PROCESSING YOUR PAYCHECK

	Date Worked	Time In	Time Out (Lunch)	Time In (Lunch)	Time Out	Reg. Hours	O.T. Hours	D.T. Hours
Mon		8	11:45	12:30	5	8		
Tue		8	11:45	12:30	5	8		
Wed		8	11:45	12:30	5	8		
Thu		8	11:45	12:30	5	8		
Fri		8			12	4		
Sat								
Sun								
Week-Ending Date: <u>10/31/10</u>		Total Hours		<u>36</u>				

I certify that I worked the hours shown on this card on the days indicated and that this card has been certified by a person that I believe is an authorized representative of the Customer.

Ambassador Signature [Signature]

As the Customer's authorized representative, I certify that the staffing associate's hours shown on this time sheet are correct and that the work was performed satisfactorily. I also confirm the Customer's agreement to the terms stated on the reverse side of this form.

Customer Signature [Signature]

# Invoice

Roth Staffing Companies, L.P.  
Ultimate Staffing Services • Ledgent  
Adams & Martin Group

Company ID  
28321

Invoice Number  
12549357

Invoice Date  
11/05/2010

Branch: 020 San Francisco U

Batch # 119930  
Doc # 78319

**Bill To:**

Conservation & Liquidation Office  
Attn: Toni Sanchez  
P.O. Box 26894  
Conservation & Liquidation Office  
San Francisco, CA 94126-0894

**Attn:**

Toni Sanchez

Regina had obtained Scott Pearce's approval signature on this invoice copy on 11/23/10 in Golden State Mutual's office and she said it is okay to pay this invoice. The invoice copy (with Scott's approval signature) will be scanned into ImageRight on 11/24/10 when she brings it back to the CLO office.

Week Ending	Name	Wage Type	Hours	Rate	Amount
10/31/2010	Decker, Justin	Regular	20.00	21.88	437.60

996.63005.A131

11/28/2010 Mojabi, Mohammed

Send to Jennifer Murphy on 11/22/2010  
to be processed and paid by  
Golden State Mutual.

Per Regina on 11/22/2010, the check will be issued by CLO.

INVOICE MEETS CONTRACT TERM AND CAP - Alan Gandhi - 11/22/2010

MATH CHECKED - Gandhi, Alan 11/9/2010

Subtotal	437.60
Plus Sales Tax	0.00
Sales Taxable Amount	0.00
If payment is made before 11/26/10, please pay	437.60
If payment is made after 11/26/10, please pay	463.86

REMIT TO:  
Dept 8761  
Los Angeles, CA 90084-8761  
FIN #33-0633164

Thank you for your business!



ADAMS & MARTIN

VERSION  
P.O. BOX 11057  
ORANGE, CA 92668-8157

To change the delivery  
method of your check,  
please contact your  
branch office.

Assignment # \_\_\_\_\_

Employee ID \_\_\_\_\_

Name Justin Dacker

Company Name Golden state mutual

Report to \_\_\_\_\_

**CHECK ONE**

- ☐ This is my first week on a new assignment or with a new supervisor. My Ambassador Timedard Supplement is attached.  
☐ This is not my first week on a new assignment and my Ambassador Supplement has been turned in for this assignment.  
☒ Other \_\_\_\_\_

ENTER ACTUAL HOURS WORKED (MINUS LUNCH) TO THE NEAREST 1/4 HOUR.  
PLEASE WRITE LEGIBLY TO AVOID ERRORS IN PROCESSING YOUR PAYCHECK.

	Date Worked	Time In	Time Out (Lunch)	Time In (Lunch)	Time Out	Reg. Hours	O.T. Hours	D.T. Hours
Mon	10/25	8:00	11:45	12:30	1:45	8		
Tue	10/26	8:00	11:45	12:30	1:45	8		
Wed	10/27	8:00	-	-	12:00	4		
Thu	10/28							
Fri	10/29							
Sat	10/30							
Sun	10/31							
Week-Ending Date: <u>10/31/10</u>		Total Hours		<u>20</u>				

I certify that I worked the hours shown on this card on the days indicated and that this card has been certified by a person that I believe is an authorized representative of the Customer.

Ambassador Signature Justin Dacker

As the Customer's authorized representative, I certify that the staffing associate's hours shown on this time sheet are correct and that the work was performed satisfactorily. I also confirm the Customer's agreement to the terms stated on the reverse side of this form.

Mohammed Mojabi

Customer Signature Mohammed Mojabi

ACCOUNTING DEPT.



Batch # 119896  
Doc # 78290

# Invoice

Roth Staffing Companies, L.P.  
Ultimate Staffing Services • Ledgent  
Adams & Martin Group

Company ID  
278321

Invoice Number  
12547608

Invoice Date  
11/05/2010

Branch: 02U San Francisco U  
Timesheets Attached

**Bill To:**

Conservation & Liquidation Office  
Attn: Human Resources  
425 Market Street  
Suite 2300  
San Francisco, CA 94105

**Attn:**

Human Resources

Week Ending	Name	Wage Type	Hours	Rate	Amount
10/31/2010	Nocon, Susan	Regular	36.00	67.50	2,430.00

996.63005

996.63005.A131

11/18/2010 Mojabi, Mohammed

Send to Jennifer Murphy on 11/22/2010  
to be processed and paid by  
Golden State Mutual.

Per Regina on 11/22/2010, the check will be issued by CLO.  
INVOICE MEETS CONTRACT TERM AND CAP - Alan Gandhi - 11/22/2010

MATH CHECKED - Gandhi, Alan 11/16/2010

Subtotal	2,430.00
Plus Sales Tax	0.00
Sales Taxable Amount	0.00
If payment is made before 11/26/10, please pay	2,430.00
If payment is made after 11/26/10, please pay	2,575.80

REMIT TO:  
Dept 8761  
Los Angeles, CA 90084-8761  
FIN #33-0633164

Thank you for your business!

For billing questions, please call: (714) 939-5999

Page 1 of 1  
11/15/2010 11:31:41 AM



ultimate LIDGENT ADAMS & MARTIN  
STAFFING SERVICES

ultimate  
P.O. BOX 11057  
ORANGE, CA 92668-1157

To change the delivery  
method of your check,  
please contact your  
branch office.

Assignment # \_\_\_\_\_

Employee ID \_\_\_\_\_

Name SUSAN K. KLEIN

Company Name CONSERVATION & LIQUIDATION

Report to MUHAMMED M. QIABI

CHECK ONE

- ☐ This is my first week on a new assignment or with a new supervisor. My Ambassador Timecard Supplement is attached.  
☐ This is not my first week on a new assignment and my Ambassador Supplement has been turned in for this assignment.  
☐ Other \_\_\_\_\_

ENTER ACTUAL HOURS WORKED ROUNDED UP TO THE NEAREST 1/4 HOUR.  
PLEASE WRITE LEGIBLY TO AVOID ERRORS IN PROCESSING YOUR PAYCHECK.

	Date Worked	Time In	Time Out (Lunch)	Time In (Lunch)	Time Out	Reg. Hours	O.T. Hours	D.T. Hours
Mon	11/15	8:00	11:45	12:45	4:45	8		
Tue	11/16	8:00	11:45	12:30	4:45	8		
Wed	11/17	8:00	11:45	12:30	4:45	8		
Thu	11/18	8:00	11:45	12:30	4:45	8		
Fri	11/19	8:00	1:00	12:00	4:00	4		
Sat								
Sun								
Week Ending Date 11/01/2010 to 11/07/2010						Total Hours	32	

I certify that I worked the hours shown on this card on the days indicated and that this card has been certified by a person that I believe is an authorized representative of the Customer.

Ambassador Signature [Signature]

As the Customer's authorized representative, I certify that the staffing associate's hours shown on this time sheet are correct and that the work was performed satisfactorily. I also confirm the Customer's agreement to the terms stated on the reverse side of this form.

Customer Signature [Signature]

11/15/2010 11:31:42 AM

# Invoice

Roth Staffing Companies, L.P.  
Ultimate Staffing Services • Ledgent  
Adams & Martin Group

Company ID  
702913

Invoice Number  
12550353

Invoice Date  
11/12/2010

Branch: 01U Century City U

Batch # 119897

Doc # 78291

**Bill To:**

Conservation & Liquidation Office  
Attn: Toni Sanchez  
PO Box 26894  
San Francisco, CA 94126-0894

**Attn:**

Toni Sanchez

Week Ending	Name	Wage Type	Hours	Rate	Amount
11/07/2010	Watts, Niya	Regular	40.00	22.50	900.00

996.63005      996.63005.A131

11/18/2010 Majabi, Mohammed

Send to Jennifer Murphy on 11/22/2010  
to be processed and paid by  
Golden State Mutual.

Per Regina on 11/22/2010, the check will be issued by CLO.  
MATH CHECKED - Gandhi, Alan 11/16/2010

INVOICE MEETS CONTRACT TERM AND CAP - Alan Gandhi - 11/22/2010

Subtotal	900.00
Plus Sales Tax	0.00
Sales Taxable Amount	0.00
If payment is made before 12/3/10, please pay	900.00
If payment is made after 12/3/10, please pay	954.00

REMIT TO:  
Dept 8761  
Los Angeles, CA 90084-8761  
FIN #33-0633164

Thank you for your business!

For billing questions, please call: (714) 939-5999

Page 1 of 1  
11/15/2010 11:31:43 AM



LEDGENT ADAMS &amp; MARTIN

1770304  
P.O. BOX 11057  
ORANGE, CA 92856-9157

To change the delivery  
method of your check,  
please contact your  
branch office.

Assignment # \_\_\_\_\_

Employee ID \_\_\_\_\_

Name NINA WAHSCompany Name CLOReport to SUSAN NOCON

## CHECK ONE

- ☐ I This is my first week on a new assignment or with a new supervisor. My Ambassador/Timecard Supplement is attached.  
☐ I This is not my first week on a new assignment and my Ambassador Supplement has been turned in for this assignment.  
☐ I Other \_\_\_\_\_

ENTER ACTUAL HOURS WORKED (MINUS LUNCH) TO THE NEAREST 1/4 HOUR.  
PLEASE WRITE LEGIBLY TO AVOID ERRORS IN PROCESSING YOUR PAYCHECK.

	Date Worked	Time In	Time Out (Lunch)	Time In (Lunch)	Time Out	Reg. Hours	O.T. Hours	D.T. Hours
Mon	11/1	8:00	11:45	12:30	4:45	8		
Tue	11/2	8:00	11:45	12:30	4:45	8		
Wed	11/3	8:00	11:45	12:30	4:45	8		
Thu	11/4	8:00	11:45	12:30	4:45	8		
Fri	11/5	8:00	11:45	12:30	4:45	8		
Sat								
Sun								
Week-Ending Date:	11/07/10	Total Hours		40				

I certify that I worked the hours shown on this card on the days indicated and that this card has been certified to a person that I believe is an authorized representative of the Customer.

Ambassador Signature \_\_\_\_\_

As the Customer's authorized representative, I certify that the staffing associate's hours shown on this time sheet are correct and that the work was performed satisfactorily. I also confirm the Customer's agreement to the terms stated on the reverse side of this form.

Customer Signature \_\_\_\_\_

APPROVING OFFICE

# Invoice

Roth Staffing Companies, L.P.  
Ultimate Staffing Services • Ledgent  
Adams & Martin Group

Company ID  
28321

Invoice Number  
12550297

Invoice Date  
11/12/2010

Branch: 02U San Francisco U

Batch # 119898

Doc # 78292

**Bill To:**

Conservation & Liquidation Office  
Attn: Toni Sanchez  
P.O. Box 26894  
Conservation & Liquidation Office  
San Francisco, CA 94126-0894

**Attn:**

Toni Sanchez

Week Ending	Name	Wage Type	Hours	Rate	Amount
11/07/2010	Helmle, Brian	Regular	40.00	21.88	875.20
11/07/2010	Shockley, Jonathan	Regular	40.00	21.88	875.20

996.63005      996.63005.A131

11/18/2010 Mojabi, Mohammed

Send to Jennifer Murphy on 11/22/2010  
to be processed and paid by  
Golden State Mutual.

Per Regina on 11/22/2010, the check will be issued by CLO.

MATH CHECKED - Gandhi, Alan 11/16/2010

INVOICE MEETS CONTRACT TERM AND CAP - Alan Gandhi - 11/22/2010

Subtotal	1,750.40
Plus Sales Tax	0.00
Sales Taxable Amount	0.00
If payment is made before 12/3/10, please pay	1,750.40
If payment is made after 12/3/10, please pay	1,855.42

REMIT TO:  
Dept 8761  
Los Angeles, CA 90084-8761  
FIN #33-0633164

Thank you for your business!

For billing questions, please call: (714) 939-5999

Page 1 of 1  
11/15/2010 11:31:44 AM



VER 0039  
P.O. BOX 11057  
ORANGE, CA 92856-8157

To change the delivery method of your check, please contact your branch office.

Assignment # \_\_\_\_\_

Employee ID \_\_\_\_\_

Name Brian Helmle

Company Name GSML

Report to \_\_\_\_\_

**CHECK ONE**

- ☐ This is my first week on a new assignment or with a new supervisor. My Ambassador Timocard Supplement is attached.  
☐ This is not my first week on a new assignment and my Ambassador Supplement has been turned in for this assignment.  
☐ Other \_\_\_\_\_

ENTER ACTUAL HOURS WORKED (MINUS LUNCH) TO THE NEAREST 1/4 HOUR. PLEASE WRITE LEGIBLY TO AVOID ERRORS IN PROCESSING YOUR PAYCHECK.

	Date Worked	Time In	Time Out (Lunch)	Time In (Lunch)	Time Out	Reg. Hours	O.T. Hours	D.T. Hours
Mon	11/1	8:00	10:45	12:30	4:45	8		
Tue	11/2	8:00	11:45	12:30	4:45	8		
Wed	11/3	8:00	11:45	12:30	4:45	8		
Thu	11/4	8:00	11:45	12:30	4:45	8		
Fri	11/5	8:00	11:45	12:30	4:45	8		
Sat								
Sun								
Week-Ending Date: <u>11/17/10</u>		Total Hours		<u>40</u>				

I certify that I worked the hours shown on this card on the days indicated and that this card has been certified by a person that I believe is an authorized representative of the Customer.

Ambassador Signature B. Helmle

As the Customer's authorized representative, I certify that the staffing associate's hours shown on this time sheet are correct and that the work was performed satisfactorily. I also confirm the Customer's agreement to the terms stated on the reverse side of this form.

Customer Signature [Signature]

ACCOUNTING DEPT.



ADAMS &amp; MARTIN

VER 03/08  
P.O. BOX 11057  
ORANGE, CA 92866-8157

To change the delivery  
method of your check,  
please contact your  
branch office.

Assignment # \_\_\_\_\_

Employee ID \_\_\_\_\_

Name

JONATHAN SHOCKLEY

Company Name

CLO

Report to

SUSAN NOCON

## CHECK ONE

- ☐ This is my first week on a new assignment or with a new supervisor. My Ambassador Timecard Supplement is attached.  
☒ This is not my first week on a new assignment and my Ambassador Supplement has been turned in for this assignment.  
☐ Other \_\_\_\_\_

ENTER ACTUAL HOURS WORKED (MINUS LUNCH) TO THE NEAREST 1/4 HOUR.  
PLEASE WRITE LEGIBLY TO AVOID ERRORS IN PROCESSING YOUR PAYCHECK.

	Date Worked	Time In	Time Out (Lunch)	Time In (Lunch)	Time Out	Reg. Hours	O.T. Hours	D.T. Hours
Mon	11/1/8	11:45	12:30	12:45	1:45	8		
Tue	11/2/8	11:45	12:30	12:45	1:45	8		
Wed	11/3/8	11:45	12:30	12:45	1:45	8		
Thu	11/4/8	11:45	12:30	12:45	1:45	8		
Fri	11/5/8	11:45	12:30	12:45	1:45	8		
Sat								
Sun								
Week-Ending Date: 11/7/10		Total Hours		40				

I certify that I worked the hours shown on this card on the days indicated and that this card has been certified by a person that I believe is an authorized representative of the Customer.

Ambassador Signature \_\_\_\_\_

As the Customer's authorized representative, I certify that the staffing associate's hours shown on this time sheet are correct and that the work was performed satisfactorily. I also confirm the Customer's agreement to the terms stated on the reverse side of this form.

Customer Signature \_\_\_\_\_

ACCOUNTING DEPT.

# Invoice

Roth Staffing Companies, L.P.  
Ultimate Staffing Services • Ledgent  
Adams & Martin Group

Company ID  
278321

Invoice Number  
12549552

Invoice Date  
11/12/2010

Branch: 02U San Francisco U  
Timesheets Attached

**Bill To:**

Conservation & Liquidation Office  
Attn: Human Resources  
425 Market Street  
Suite 2300  
San Francisco, CA 94105

**Attn:**

Human Resources

Batch # 119928

Doc # 78318

Week Ending	Name	Wage Type	Hours	Rate	Amount
11/07/2010	Nocon, Susan	Regular	40.00	67.50	2,700.00

996.63005      996.63005.A131

11/18/2010 Majabi, Mohammed

Send to Jennifer Murphy on 11/22/2010  
to be processed and paid by  
Golden State Mutual.

Per Rigina on 11/22/2010, the check will be issued by CLO.  
MATH CHECKED - Gandhi, Alan 11/16/2010

INVOICE MEETS CONTRACT TERM AND CAP - Alan Gandhi - 11/22/2010

Subtotal	2,700.00
Plus Sales Tax	0.00
Sales Taxable Amount	0.00
If payment is made before 12/3/10, please pay	2,700.00
If payment is made after 12/3/10, please pay	2,862.00

REMIT TO:  
Dept 8761  
Los Angeles, CA 90084-8761  
FIN #33-0633164

Thank you for your business!





ADAMS & MARTIN

VER 03/03

P.O. BOX 11057

ORANGE, CA 92858-8157

To change the delivery method of your check, please contact your branch office.

Assignment # \_\_\_\_\_

Employee ID \_\_\_\_\_

Name SUSAN NOCON

Company Name CLD

Report to \_\_\_\_\_

CHECK ONE

- ☐ This is my first week on a new assignment or with a new supervisor. My Ambassador Timecard Supplement is attached.  
☐ This is not my first week on a new assignment and my Ambassador Supplement has been turned in for this assignment.  
☐ Other \_\_\_\_\_

ENTER ACTUAL HOURS WORKED (MINUS LUNCH) TO THE NEAREST 1/4 HOUR.  
PLEASE WRITE LEGIBLY TO AVOID ERRORS IN PROCESSING YOUR PAYCHECK.

	Date Worked	Time In	Time Out (Lunch)	Time In (Lunch)	Time Out	Reg. Hours	O.T. Hours	D.T. Hours
Mon	11/1	8:00	11:45	12:30	4:45	8		
Tue	11/2	8:00	11:45	12:30	4:45	8		
Wed	11/3	8:00	11:45	12:30	4:45	8		
Thu	11/4	8:00	11:45	12:30	4:45	8		
Fri	11/5	8:00	11:45	12:30	4:45	8		
Sat								
Sun								
Week-Ending Date: <u>11/7/10</u>						Total Hours <u>40</u>		

I certify that I worked the hours shown on this card on the days indicated and that this card has been certified by a person that I believe is an authorized representative of the Customer.

Ambassador Signature [Signature]

As the Customer's authorized representative, I certify that the staffing associate's hours shown on this time sheet are correct and that the work was performed satisfactorily. I also confirm the Customer's agreement to the terms stated on the reverse side of this form.

Customer Signature [Signature]

ACCOUNTING DEPT.

Batch # 119892

Doc # 78286

**Invoice**

Roth Staffing Companies, L.P.  
Ultimate Staffing Services • Ledgent  
Adams & Martin Group

Company ID  
278321

Invoice Number  
12545729

Invoice Date  
10/29/2010

Branch: 02U San Francisco U  
Timesheets Attached

**Bill To:**

Conservation & Liquidation Office  
Attn: Human Resources  
425 Market Street  
Suite 2300  
San Francisco, CA 94105

**Attn:**

Human Resources

Week Ending	Name	Wage Type	Hours	Rate	Amount
10/24/2010	Nocon, Susan	Regular	→ 36.00	67.50	→ 2,430.00

996.63005

996.63005.A131

11/18/2010 Majabi, Mohammed

Send to Jennifer Murphy on 11/22/2010  
to be processed and paid by  
Golden State Mutual.

Per Regina on 11/22/2010, the check will be issued by CLO.

MATH CHECKED - Gandhi, Alan 11/16/2010

INVOICE MEETS CONTRACT TERM AND CAP - Alan Gandhi - 11/22/2010

Subtotal	2,430.00
Plus Sales Tax	0.00
Sales Taxable Amount	0.00
If payment is made before 11/19/10, please pay	2,430.00
If payment is made after 11/19/10, please pay	2,575.80

REMIT TO:  
Dept 8761  
Los Angeles, CA 90084-8761  
FIN #33-0633164

Thank you for your business!

For billing questions, please call: (714) 939-5999

Page 1 of 1  
11/16/2010 3:26:55 PM



LEDGENT

ADAMS &amp; MARTIN

VER 09/03  
P.O. BOX 11067  
ORANGE, CA 92868-8157

To change the delivery  
method of your check,  
please contact your  
branch office.

Assignment # \_\_\_\_\_

Employee ID \_\_\_\_\_

Name SUSAN NOCONCompany Name CONSERVATION & LIQUIDATION OFFICEReport to MOHAMMED MOWABI

## CHECK ONE

- ☐ This is my first week on a new assignment or with a new supervisor. My Ambassador Timescard Supplement is attached.  
☐ This is not my first week on a new assignment and my Ambassador Supplement has been turned in for this assignment.  
☐ Other \_\_\_\_\_

ENTER ACTUAL HOURS WORKED (MINUS LUNCH) TO THE NEAREST 1/4 HOUR.  
PLEASE WRITE LEGIBLY TO AVOID ERRORS IN PROCESSING YOUR PAYCHECK.

	Date Worked	Time In	Time Out (Lunch)	Time In (Lunch)	Time Out	Reg. Hours	O.T. Hours	D.T. Hours
Mon	10/18	8:00	11:45	12:30	4:45	8		
Tue	10/19	8:00	11:45	12:30	4:45	8		
Wed	10/20	8:00	11:45	12:30	4:45	8		
Thu	10/21	8:00	11:45	12:30	4:45	8		
Fri	10/22	8:00	—	—	12:00	4		
Sat								
Sun								
Week-Ending Date: 10/24/10		Total Hours		36				

I certify that I worked the hours shown on this card on the days indicated and that this card has been certified by a person that I believe is an authorized representative of the Customer.

Ambassador Signature [Signature]

As the Customer's authorized representative, I certify that the staffing associate's hours shown on this time sheet are correct and that the work was performed satisfactorily. I also confirm the Customer's agreement to the terms stated on the reverse side of this form.

Customer Signature [Signature]

ACCOUNTING DEPT.

36

Batch # 120021  
Doc # 78355

# Invoice

Roth Staffing Companies, L.P.  
Ultimate Staffing Services • Ledgent  
Adams & Martin Group

Company ID  
702913

Invoice Number  
12552253

Invoice Date  
11/19/2010

Branch: 01U Century City U

**Bill To:**

Conservation & Liquidation Office  
Attn: Toni Sanchez  
PO Box 26894  
San Francisco, CA 94126-0894

**Attn:**

Toni Sanchez

Week Ending	Name	Wage Type	Hours	Rate	Amount
11/14/2010	Watts, Niya	Regular	40.00	22.50	900.00

11/28/2010 Majaki, Mohammed

996.63005.A131

Pearce, Scott 11/29/2010

Invoice Meets Contract Term and Cap, <Sharon Liang> 12/1/2010

MATH CHECKED - Gandhi, Alan 11/23/2010

Subtotal	900.00
Plus Sales Tax	0.00
Sales Taxable Amount	0.00
If payment is made before 12/10/10, please pay	900.00
If payment is made after 12/10/10, please pay	954.00

REMIT TO:  
Dept 8761  
Los Angeles, CA 90084-8761  
FIN #33-0633164

Thank you for your business!

For billing questions, please call: (714) 939-5999

Page 1 of 1  
11/22/2010 2:50:51 PM



RECEIVED  
P.O. BOX 11057  
ORANGE, CA 92668-8157

To change the delivery method of your check, please contact your branch office.

Assignment # \_\_\_\_\_

Employee ID \_\_\_\_\_

Name NITA WAHS

Company Name CLO

Report to SUSAN BLOON

#### CHECK ONE

- ☐ This is my first week on a new assignment or with a new supervisor. My Ambassador Timecard Supplement is attached.  
☐ This is not my first week on a new assignment and my Ambassador Supplement has been turned in for this assignment.  
☐ Other \_\_\_\_\_

ENTER ACTUAL HOURS WORKED (MINUS LUNCH) TO THE NEAREST 1/4 HOUR.  
PLEASE WRITE LEGIBLY TO AVOID ERRORS IN PROCESSING YOUR PAYCHECK.

	Date Worked	Time In	Time Out (Lunch)	Time In (Lunch)	Time Out	Reg. Hours	O.T. Hours	D.T. Hours
Mon	1/8	8:00	11:45	12:30	4:45	8.0		
Tue	1/9	8:00	11:45	12:30	4:45	8.0		
Wed	1/10	8:00	11:45	12:30	4:45	8.0		
Thu	1/11	8:00	11:45	12:30	4:45	8.0		
Fri	1/12	8:00	11:45	12:30	4:45	8.0		
Sat	1/13							
Sun	1/14							
Week-Ending Date:	1/14	Total Hours		20.0				

I certify that I worked the hours shown on this card on the days indicated and that this card has been certified by a person that I believe is an authorized representative of the Customer.

Staffing Associate Signature \_\_\_\_\_

As the Customer's authorized representative, I certify that the staffing associate's hours shown on this time sheet are correct and that the work was performed satisfactorily. I also confirm the Customer's agreement to the terms stated on the reverse side of this form.

Customer Signature \_\_\_\_\_

#### TERMS OF SALE

1. Both Staffing Companies, L.P. dba Ultimate Staffing Services, Leident, and Adams & Martin Group is hereafter referred to as the "Company." Except as modified separately in writing, these terms govern Customer's completed and future temporary employment assignments. Customer includes all subsidiaries, affiliates, and partners. Customer, through its authorized representative, certifies that the staffing associate's hours shown on his/her time sheet are correct and that the work was performed satisfactorily. Also, Customer shall notify the Company immediately of the completion or termination of a staffing associate's assignment.
2. The Company charges on a weekly basis and invoices are payable upon receipt. All benefits to Customer (e.g., placement, fees, etc.) are in effect only when we have received payment within 10 days from the date shown on the invoice. Customer shall promptly pay the Company invoice, late fee charges of 6% and finance charges of 1.5% per month; and all collection fees, attorney's fees and court costs on all unpaid balances.
3. Customer agrees that it will not entrust staffing associates with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables without the express prior written permission of the Company and then only under the Company's direct supervision and control, and that it will not request or permit any staffing associate to use any vehicle or machinery, regardless of ownership, in connection with the performance of services for Customer, without the Company's express prior written permission. All claims and costs associated with acts or omissions of the Company's staffing associates arising from nonobservance of this section shall be Customer's responsibility.
4. Customer will hold the Company harmless from all claims and costs arising under occupational safety or health laws with respect to the Company's staffing associates assigned to it. The Company is not responsible for liability based claims not reported to them by Customer in writing within 30 days after occurrence.
5. Customer agrees not to directly or indirectly cause or permit any staffing associate assigned to Customer by the Company to transfer to another employer's payroll, or to perform services for Customer while on the payroll of any person or firm other than the Company during the term of the staffing associate's assignment to Customer and for 365 days after such assignment ends, or employ any person referred to Customer by the Company, within a time period of 365 days subsequent to said referral, without the Company's express written permission. If Customer violates this paragraph, then Customer shall pay to the Company a fee in the amount of 30% of the staffing associate's annualized compensation, plus all costs of collection and/or reimbursement. "Benefit" includes, but is not limited to, employing the person directly, purchasing the person's services as a temporary, part-time or leased employee of an organization other than the Company for substantially the same work assignment, obtaining the person's services through any independent contractor, agency, facility, staffing or consulting relationship, or arranging, suggesting, endorsing, facilitating, or acquiescing in the person's employment or recruitment by another organization, whether or not the person is later assigned to Customer.
6. If Customer hires directly into its own payroll, or engages as an independent contractor, a staffing associate after the staffing associate has worked at Customer's facility for at least 720 hours in any 12-month period, with no break in service, the Company shall waive any placement fee, commission fee, or liquidated damages, provided that Customer has paid to the Company all invoice amounts for such staffing associate. In the event that Customer hires or engages as an independent contractor any staffing associate prior to such 720-hour period, Customer shall pay to the Company a fee calculated at 1% per thousand of the annualized salary of the employee, up to 30%, less any "Gross Margin" paid to date on that assignment.

Your acceptance of referrals from this Company constitutes your agreement with our fee schedule.

- Gross Margin is defined as the Bill Rate less the Pay Rate + Payroll Costs (federal and state taxes, Worker's Compensation, expenses paid and miscellaneous employee benefit costs) for the time the staffing associate worked at Customer.

7/24/04

Batch # 120022  
Doc # 78356

# Invoice

Roth Staffing Companies, L.P.  
Ultimate Staffing Services • Ledgent  
Adams & Martin Group

Company ID  
28321

Invoice Number  
12552189 → 11/19/2010  
Branch: 02U San Francisco U

**Bill To:**

← Conservation & Liquidation Office  
Attn: Toni Sanchez  
P.O. Box 26894  
Conservation & Liquidation Office  
San Francisco, CA 94126-0894

Attn:  
Toni Sanchez

Week Ending	Name	Wage Type	Hours	Rate	Amount
→ 11/14/2010	Helmle, Brian	Regular	→ 40.00	21.88	875.20
→ 11/14/2010	Shockley, Jonathan	Regular	→ 40.00	21.88	875.20

11/28/2010 Majabi, Mohammed

996.63005.A131

11/29/2010 Pearce, Scott

Invoice Meets Contract Term and Cap, <Sharon Liang>12/1/2010

MATH CHECKED - Gandhi, Alan 11/23/2010

Subtotal	1,750.40
Plus Sales Tax	0.00
Sales Taxable Amount	0.00
If payment is made before 12/10/10, please pay	1,750.40
If payment is made after 12/10/10, please pay	1,855.42

REMIT TO:  
Dept 8761  
Los Angeles, CA 90084-8761  
FIN #33-0633164

Thank you for your business!

For billing questions, please call: (714) 939-5999

Page 1 of 1  
11/22/2010 2:50:52 PM



LEDGENT

ADAMS &amp; MARTIN

VEN 09/03  
P.O. BOX 11057  
ORANGE, CA 92856-8157

To change the delivery  
method of your check,  
please contact your  
branch office.

Assignment # \_\_\_\_\_

Employee ID \_\_\_\_\_

Name Brian Helms ←Company Name CLIO

Report to \_\_\_\_\_

## CHECK ONE

- ☐ This is my first week on a new assignment or with a new supervisor. My Ambassador Timecard Supplement is attached.  
☐ This is not my first week on a new assignment and my Ambassador Supplement has been turned in for this assignment.  
☐ Other \_\_\_\_\_

ENTER ACTUAL HOURS WORKED (MINUS LUNCH) TO THE NEAREST 1/4 HOUR.  
PLEASE WRITE LEGIBLY TO AVOID ERRORS IN PROCESSING YOUR PAYCHECK.

	Date Worked	Time In	Time Out (Lunch)	Time In (Lunch)	Time Out	Reg. Hours	O.T. Hours	D.T. Hours
Mon	11/8	8:00	12:45	12:30	4:45	8		
Tue	11/9	8:00	12:45	12:30	4:45	8		
Wed	11/10	8:00	12:45	12:30	4:45	8		
Thu	11/11	8:00	12:45	12:30	4:45	8		
Fri	11/12	8:00	12:45	12:30	4:45	8		
Sat								
Sun								
Week-Ending Date: <u>11/14/10</u>		Total Hours		<u>40</u>				

I certify that I worked the hours shown on this card on the days indicated and that this card has been certified by a person that I believe is an authorized representative of the Customer.

Ambassador Signature B. Helms

As the Customer's authorized representative, I certify that the staffing associate's hours shown on this time sheet are correct and that the work was performed satisfactorily. I also confirm the Customer's agreement to the terms stated on the reverse side of this form.

Customer Signature [Signature]

ACCOUNTING DEPT.





AM1078  
P.O. BOX 11057  
ORANGE, CA 92656-8157

To change the delivery method of your check, please contact your branch office.

Assignment # \_\_\_\_\_

Employee ID \_\_\_\_\_

Name JONATHAN SHOCKLEY

Company Name CLO

Report to SUSAN NAON

#### CHECK ONE

- ☐ This is my first week on a new assignment or with a new supervisor. My Ambassador Timecard Supplement is attached.  
☒ This is not my first week on a new assignment and my Ambassador Supplement has been turned in for this assignment.  
☐ Other \_\_\_\_\_

FILL IN ACTUAL HOURS WORKED (MINUS LUNCH) TO THE NEAREST 1/4 HOUR.  
PLEASE WRITE LEGIBLY TO AVOID ERRORS IN PROCESSING YOUR PAYCHECK.

	Date Worked	Time In	Time Out (Lunch)	Time In (Lunch)	Time Out	Reg. Hours	O.T. Hours	D.T. Hours
Mon	11/8/8	8	11:45	12:30	4:45	8		
Tue	11/9/8	8	11:45	12:30	4:45	8		
Wed	11/10/8	8	11:45	12:30	4:45	8		
Thu	11/11/8	8	11:45	12:30	4:45	8		
Fri	11/12/8	8	11:45	12:30	4:45	8		
Sat								
Sun								
Week-Ending Date: <u>11/14/10</u>						Total Hours	<u>40</u>	

I certify that I worked the hours shown on this card on the days indicated and that this card has been certified by a person that I believe is an authorized representative of the Customer.

Staffing Associate Signature [Signature]

As the Customer's authorized representative, I certify that the staffing associate's hours shown on this time sheet are correct and that the work was performed satisfactorily. I also confirm the Customer's agreement to the terms stated on the reverse side of this form.

Customer Signature [Signature]

#### TERMS OF SALE

- Both Staffing Companies, i.e. Ultimate Staffing Services, Ledgent, and Adams & Martin Group is hereafter referred to as the "Company." Except as modified separately in writing, these terms govern Customer's completed and future temporary employment assignments. Customer includes all subsidiaries, affiliates, and partners. Customer, through its authorized representative, certifies that the staffing associate's hours shown on his/her time sheet are correct and that the work was performed satisfactorily. Also, Customer shall notify the Company immediately of the completion or termination of a staffing associate's assignment.
- The Company charges on a weekly basis and invoices are payable upon receipt. All benefits to Customer (e.g., guarantees, free orientation, etc.) are in effect only when we have received payment within 10 days from the date shown on the invoice. Customer shall promptly pay the Company invoices, late fee charges of 5% and finance charges of 1.5% per month and all collection fees, attorney's fees and court costs on all unpaid balances.
- Customer agrees that it will not entrust staffing associates with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables without the express prior written permission of the Company and then only under the Company's direct supervision and control, and that it will not request or permit any staffing associate to use any vehicle or machinery, regardless of ownership, in connection with the performance of services for Customer, without the Company's express prior written permission. All claims and costs associated with acts or omissions of the Company's staffing associates arising from nonobservance of this section shall be Customer's responsibility.
- Customer will hold the Company harmless from all claims and costs arising under occupational safety or health laws with respect to the Company's staffing associates assigned to it. The Company is not responsible for fidelity bond claims not reported to them by Customer in writing within 30 days after occurrence.
- Customer agrees not to directly or indirectly cause or permit any staffing associate assigned to Customer by the Company to transfer to another entity's payroll, or to perform services for Customer while on the payroll of any person or firm other than the Company during the term of the staffing associate's assignment to Customer and for 365 days after such assignment ends, or employ any person referred to Customer by the Company, within a time period of 365 days subsequent in said referral, without the Company's express written permission. If Customer violates this paragraph, then Customer shall pay to the Company a fee in the amount of 30% of the staffing associate's annualized compensation, plus all costs of collection and/or reimbursement for all reasonable attorney's fees incurred to enforce its rights hereunder. "Transfer" includes, but is not limited to: employing the person directly; purchasing the person's services as a temporary, part-time or leased employee of an organization other than the Company for substantially the same work assignment; obtaining the person's services through any independent contractor, agency, facility, staffing or consulting relationship; or arranging, suggesting, endorsing, facilitating, or acquiescing in the person's employment or recruitment by another organization, whether or not the person is later assigned to Customer.
- If Customer hires directly onto its own payroll, or engages an independent contractor, a staffing associate after the staffing associate has worked at Customer's facility for at least 720 hours in any 12-month period, with no break in service, the Company shall waive any placement fee, conversion fee, or liquidated damages, provided that Customer has paid to the Company all invoiced amounts for such staffing associate. In the event that Customer hires or engages an independent contractor any staffing associate prior to such 720-hour period, Customer shall pay to the Company a fee calculated at 1% per thousand of the annualized salary of the employee, up to 30%, less any "Gross Margin" paid to date on that assignment.

\*For acceptance of referrals from the Company visit our agreement with our fee schedule.

- Gross Margin is defined as the (Rate less the Pay Rate + Payroll Costs (federal and state taxes, Worker's Compensation expenses paid and miscellaneous employee benefit costs) for the time the staffing associate worked at Customer.

\*AM 0206





CALIFORNIA INSURANCE COMMISSIONER  
Conservation & Liquidation Office  
P.O. Box 26894  
San Francisco, California 94126-0894  
Tel: 415.676.5000 | Fax: 415.676.5002

ADDRESS# 8859  
VENDOR COPY  
Stub 1 of 1

Check No. 00066551  
Date 12/6/2010

Invoice Date	Invoice Number	Description	Voucher #	Amount Paid
11/19/2010	12553187	S. NOCON EXP. 10/13-11	PV78354	1,091.94
11/19/2010	12552253	N. WATTS W/E 11/14/10	PV78355	900.00
11/19/2010	12552189	B. HELMLE & J. SHOCKLEY	PV78356	1,750.40
Vendor: Ultimate Staffing Services		Check Total		3,742.34

THE FACE OF THIS CHECK IS PRINTED GREEN - THE BACK CONTAINS A SIMULATED WATERMARK



CALIFORNIA INSURANCE COMMISSIONER  
Conservation & Liquidation Office  
P.O. Box 26894  
San Francisco, California 94126-0894  
Tel: 415.676.5000 | Fax: 415.676.5002

UBOC Accounts Payable  
Union Bank of California  
400 California Street  
San Francisco, CA 94104

Check No. 00066551  
Date 12/6/2010

Pay Exactly

NOT VALID AFTER 180 DAYS

THREE THOUSAND SEVEN HUNDRED FORTY TWO AND 34/100

\$\*\*\*\*\*3,742.34

AMOUNT OVER \$20,000.00 REQUIRES TWO SIGNATURES

TO  
THE  
ORDER  
OF

Ultimate Staffing Services  
Dept 8761  
Los Angeles CA 90084-8761

*H. Bails*

⑈00066551⑈ ⑆121000497⑆ 2380013005⑈

Batch # 120020  
Doc # 78354

# Invoice

Roth Staffing Companies, L.P.  
Ultimate Staffing Services • Ledgent  
Adams & Martin Group

Company ID  
278321

Invoice Number  
12553187

Invoice Date  
11/19/2010

Branch: 02U San Francisco U  
Timesheets Attached

**Bill To:**

Conservation & Liquidation Office  
Attn: Human Resources  
425 Market Street  
Suite 2300  
San Francisco, CA 94105

**Attn:**

Human Resources

Week Ending	Name	Wage Type	Hours	Rate	Amount
11/14/2010	Nocon, Susan	Expenses	1.00	1,091.94	1,091.94
996.65018.A131					

MATH CHECKED - Gandhi, Alan 12/1/2010

Please see back up for more detail signatures and contract check.

Subtotal	1,091.94
Plus Sales Tax	0.00
Sales Taxable Amount	0.00
If payment is made before 12/10/10, please pay	1,091.94
If payment is made after 12/10/10, please pay	1,157.46

REMIT TO:  
Dept 8761  
Los Angeles, CA 90084-8761  
FIN #33-0633164

Thank you for your business!

For billing questions, please call: (714) 939-5999

Page 1 of 1  
11/30/2010 2:33:38 PM



# Travel and Business Expense Report

Employee: Susan Nocca

Period Covered: November 8 thru November 14, 2010

ACCT-01 #

Cross reference authorization number  
from Travel Authorization Request form

Department: \_\_\_\_\_

Estate Charged: 996.63005

DATE	PLACE/OCCASION	GROUND TRANSPORTATION						HOTEL	MEALS	PHONE	INCDTLs	TOTALS
		Mileage at CLO mile	Mileage	Fares / Gas	Tax/Inc	Car Rental	Parking					
		\$0.600	Driven									
11/8	From Canyon Country to Los Angeles	19.07	38.14									\$19.07
11/8	From Los Angeles to Canyon Country	19.07	38.14									\$19.07
11/9	From Canyon Country to Los Angeles	19.07	38.14									\$19.07
11/9	From Los Angeles to Canyon Country	19.07	38.14									\$19.07
11/10	From Canyon Country to Los Angeles	19.07	38.14									\$19.07
11/10	From Los Angeles to Canyon Country	19.07	38.14									\$19.07
11/11	From Canyon Country to Los Angeles	19.07	38.14									\$19.07
11/11	From Los Angeles to Canyon Country	19.07	38.14	46.26								\$65.33
11/12	From Canyon Country to Los Angeles	19.07	38.14									\$19.07
11/12	From Los Angeles to Canyon Country	19.07	38.14									\$19.07
Send to Jennifer Murphy on 11/22/2010 to be processed and paid by Golden State Mutual.												
MATH CHECKED - Gandhi Alan 11/16/2010												
TOTALS -->		190.70	381.40	546.26								\$236.96

Susan Nocca

Employee Signature

11/14/2010

Date

11/18/2010 Majidi, Mohammed

Supervisor/Manager/Officer Approval

Date

SDIC/CEO Approval / Concurrence

Date

Less Cash Advance

Amount Due Employee

\$236.96

ACCT-02 01.20.10

11/24/2010 11:21:12 AM



# Travel and Business Expense Report

Employee: Susan Noosa

Period Covered: November 1 thru November 7, 2010

ACCT-01 #

Department:

Estate Charged: 996.63005

Cross reference authorization number from Travel Authorization Request form

DATE	PLACE/OCCASION	GROUND TRANSPORTATION						HOTEL	MEALS	PHONE	INCDTLS	TOTALS
		Mileage at CLO rate	Miles	Fares / Gas	Taxi/Mile	Car Rental	Parking					
		\$ .	Driven	\$	\$	\$	\$	\$	\$	\$	\$	\$
11/1	From Canyon Country to Los Angeles	19.07	38.14									\$19.07
11/1	From Los Angeles to Canyon Country	19.07	38.14									\$19.07
11/2	From Canyon Country to Los Angeles	19.07	38.14									\$19.07
11/2	From Los Angeles to Canyon Country	19.07	38.14									\$19.07
11/3	From Canyon Country to Los Angeles	19.07	38.14									\$19.07
11/3	From Los Angeles to Canyon Country	19.07	38.14									\$19.07
11/4	From Canyon Country to Los Angeles	19.07	38.14									\$19.07
11/4	From Los Angeles to Canyon Country	19.07	38.14	40.68								\$59.75
11/5	From Canyon Country to Los Angeles	19.07	38.14									\$19.07
11/5	From Los Angeles to Canyon Country	19.07	38.14									\$19.07
Send to Jennifer Murphy on 11/22/2010 to be processed and paid by Golden State Mutual.												
MATH CHECKED - Gandhi, Alan 11/16/2010												
TOTALS →		190.70	381.40	\$40.68								\$231.38
												Less Cash Advance
												Amount Due Employee
												\$231.38

Employee Signature

11/18/2010 Majabi, Mohammed

Date

Supervisor/Manager/Officer Approval

Date

SDH/CEO Approval / Concurrence

Date

ACCT-02 01.20.10

11/24/2010 11:21:13 AM



CALIFORNIA INSURANCE COMMISSIONER  
Conservation & Liquidation Office  
P.O. Box 26894  
San Francisco, California 94126-0894  
Tel: 415.676.5000 | Fax: 415.676.5002

ADDRESS# 8859  
VENDOR COPY  
Stub 1 of 1

Check No. 00066592  
Date 12/13/2010

Invoice Date	Invoice Number	Description	Voucher #	Amount Paid
11/19/2010	12551450	S. NOCON W/E 11/14/10	PV78409	2,700.00
Vendor: Ultimate Staffing Services				Check Total 2,700.00

THE FACE OF THIS CHECK IS PRINTED GREEN - THE BACK CONTAINS A SIMULATED WATERMARK



CALIFORNIA INSURANCE COMMISSIONER  
Conservation & Liquidation Office  
P.O. Box 26894  
San Francisco, California 94126-0894  
Tel: 415.676.5000 | Fax: 415.676.5002

UBOC Accounts Payable  
Union Bank of California  
400 California Street  
San Francisco CA 94104

Check No. 00066592  
Date 12/13/2010

Pay Exactly

NOT VALID AFTER 180 DAYS

TWO THOUSAND SEVEN HUNDRED AND 00/100\*\*\*\*\*

\$\*\*\*\*\*2,700.00

TO  
THE  
ORDER  
OF

Ultimate Staffing Services  
Dept 8761  
Los Angeles CA 90084-8761

AMOUNT OVER \$20,000.00 REQUIRES TWO SIGNATURES

*N. Butts*

⑈00066592⑈ ⑆121000497⑆ 2380013005⑈

Batch # 120103  
Doc # 78409

# Invoice

Roth Staffing Companies, L.P.  
Ultimate Staffing Services • Ledgent  
Adams & Martin Group

Company ID  
278321

Invoice Number  
12551450

Invoice Date  
11/19/2010

Branch: 02U San Francisco U  
Timesheets Attached

Bill To:  
Conservation & Liquidation Office  
Attn: Human Resources  
425 Market Street  
Suite 2300  
San Francisco, CA 94105

Attn:  
Human Resources

Week Ending	Name	Wage Type	Hours	Rate	Amount
11/14/2010	Nocon, Susan	Regular	40.00	67.50	2,700.00

996.63005.A131

12/1/2010 Majabi, Mohammed

Pearce, Scott 12/9/2010

Invoice Meets Contract Term and Cap, <Sharon Liang> 12/9/2010

MATH CHECKED - Gandhi, Alan 11/30/2010

Subtotal	2,700.00
Plus Sales Tax	0.00
Sales Taxable Amount	0.00
If payment is made before 12/10/10, please pay	2,700.00
If payment is made after 12/10/10, please pay	2,862.00

REMIT TO:  
Dept 8761  
Los Angeles, CA 90084-8761  
FIN #33-0633164

Thank you for your business!

For billing questions, please call: (714) 939-5999

Page 1 of 1  
11/30/2010 2:33:35 PM



ultimate

LICENSEE

**ADAMS & MARTIN**

P.O. BOX 11057  
 ORANGE, CA 92658-8157

**To change the delivery method of your check, please contact your branch office.**

### Assignment A

Employee ID \_\_\_\_\_

Name SUSAN NDEOW.

Company Name CLD

• Payoff to \_\_\_\_\_

**CHECK ONE**

1. This is my first week on a new assignment or with a new supervisor. My Ambassador/Timecard Supplement is attached.

FIFTEEN ACTUAL HOURS WORKED (EXCLUDING LUNCH) TO THE NEAREST 1/4 HOUR  
IN LAST MONTH. I OBLIGE TO AVOID ERRORS IN PROCESSING YOUR PROXICK

	Date Worked	Time In	Time Out (Lunch)	Time In (Lunch)	Time Out	Reg. Hours	O.T. Hours	O.T. Hours
Mon	11/8	8:00	11:45	12:30	4:45	8		
Tue	11/9	8:00	11:45	12:30	4:45	8		
Wed	11/10	8:00	11:45	12:30	4:45	8		
Thu	11/11	8:00	11:45	12:30	4:45	8		
Fri	11/12	8:00	11:45	12:30	4:45	8		
Sat								
Sun								
Week Ending	11/14/10					40		
Total Hours						40		

I certify that I worked the hours shown on this card on the days indicated and that this card has been certified by a person that I know is an authorized representative of the Customs.

Staffing Associate Signature \_\_\_\_\_

As the Customer's authorized representative, I certify that the staffing schedule's hours shown on this time sheet are correct and that the work was performed satisfactorily. I also confirm the Customer's agreement to the terms stated on the reverse side of this form.

Customer Signature \_\_\_\_\_

## TERMS OF SALE

- [illegible]

**· 卷首语 ·**





CALIFORNIA INSURANCE COMMISSIONER  
Conservation & Liquidation Office  
P.O. Box 26894  
San Francisco, California 94126-0894  
Tel: 415.676.5000 | Fax: 415.676.5002

ADDRESS# 8859  
VENDOR COPY  
Stub 1 of 1

Check No. 00066753  
Date 1/10/2011

Invoice Date	Invoice Number	Description	Voucher #	Amount Paid
12/3/2010	12555901	B.HELMLE & J.SHOCKLEY	PV78610	875.20
12/3/2010	12555967	N.WATTS W/E 11/28/10	PV78611	540.00
Vendor: Ultimate Staffing Services				Check Total 1,415.20

THE FACE OF THIS CHECK IS PRINTED GREEN - THE BACK CONTAINS A SIMULATED WATERMARK



CALIFORNIA INSURANCE COMMISSIONER  
Conservation & Liquidation Office  
P.O. Box 26894  
San Francisco, California 94126-0894  
Tel: 415.676.5000 | Fax: 415.676.5002

UBOC Accounts Payable  
Union Bank of California  
400 California Street  
San Francisco CA 94104

Check No. 00066753  
Date 1/10/2011

Pay Exactly

NOT VALID AFTER 180 DAYS

ONE THOUSAND FOUR HUNDRED FIFTEEN AND 20/100

\$\*\*\*\*\*1,415.20

TO  
THE  
ORDER  
OF

Ultimate Staffing Services  
Dept 8761  
Los Angeles CA 90084-8761

AMOUNT OVER \$20,000.00 REQUIRES TWO SIGNATURES

*N. Battle*

⑈00066753⑈ ⑆121000497⑆ 2380013005⑈



# Invoice

Roth Staffing Companies, L.P.  
Ultimate Staffing Services • Ledgent  
Adams & Martin Group

Company ID  
28321

Invoice Number  
12555901

Invoice Date  
12/03/2010

Branch: 020 San Francisco U

**Bill To:**

Conservation & Liquidation Office  
Attn: Toni Sanchez  
P.O. Box 26894  
Conservation & Liquidation Office  
San Francisco, CA 94126-0894

Attn:  
Toni Sanchez

Batch # 120404

Doc # 78610

Week Ending	Name	Wage Type	Hours	Rate	Amount
11/28/2010	Helmle, Brian	Regular	16.00	21.88	350.08
11/28/2010	Shockley, Jonathan	Regular	24.00	21.88	525.12

996.63005.A131

1/2/2011 Mojabi, Mohammed

Pearce, Scott 1/4/2011

MATH CHECKED - Gandhi, Alan 12/16/2010

Invoice Meets Contract Term and Cap, <Sharon Liang> 1/4/2011

Subtotal 875.20

Plus Sales Tax 0.00

Sales Taxable Amount 0.00

If payment is made before 12/24/10, please pay 875.20

If payment is made after 12/24/10, please pay 927.71

**REMIT TO:**

Dept 8761  
Los Angeles, CA 90084-8761  
FIN #33-0633164

Thank you for your business!

For billing questions, please call: (714) 939-5999

Page 1 of 1  
12/13/2010 10:36:18 AM



AK 52724  
P.O. BOX 11057  
ORANGE, CA 92656-8157

To change the delivery method of your check, please contact your branch office.

Assignment # \_\_\_\_\_

Employee ID \_\_\_\_\_

Name Brian Helmle

Company Name CLO

Report to Susan Nocera

#### CHECK ONE

- ☐ This is my first week on a new assignment or with a new supervisor. My Ambassador Timecard Supplement is attached.  
☐ This is not my first week on a new assignment and my Ambassador Supplement has been turned in for this assignment.  
☐ Other \_\_\_\_\_

WRITE IN ACTUAL HOURS WORKED (MINUS LUNCH) TO THE NEAREST 1/4 HOUR.  
PLEASE WRITE LEGIBLY TO AVOID ERRORS IN PROCESSING YOUR PAYCHECK.

	Date Worked	Time In	Time Out (Lunch)	Time In (Lunch)	Time Out	Reg. Hours	O.T. Hours	D.Y. Hours
Mon	1/22	8a	11:45	12:30	4:45	8		
Tue	1/23	8a	11:45	12:30	4:45	8		
Wed								
Thu								
Fri								
Sat								
Sun								
Week-Ending Date: <u>1/28/10</u>						Total Hours	<u>16</u>	

I certify that I worked the hours shown on this card on the days indicated and that this card has been certified by a person that I believe is an authorized representative of the Customer.

Staffing Associate Signature B. Helmle

As the Customer's authorized representative, I certify that the staffing associate's hours shown on this time sheet are correct and that the work was performed satisfactorily. I also confirm the Customer's agreement to the terms stated on the reverse side of this form.

Customer Signature [Signature]

## TERMS OF SALE

1. Both Staffing Companies, I.P. the Ultimate Staffing Services, Leighton, and Adams & Martin Group is hereafter referred to as the "Company". Except as modified separately in writing, these terms govern Customer's completed and future temporary employment assignments. Customer includes all subsidiaries, affiliates, and partners. Customer, through its authorized representative, certifies that the staffing associate's hours shown on his/her time sheet are correct and that the work was performed satisfactorily. Also, Customer shall notify the Company immediately of the completion or termination of a staffing associate's assignment.
2. The Company charges on a weekly basis and invoices are payable upon receipt. All benefits to Customer (e.g., guarantees, free orientation, etc.) are in effect only when we have received payment within 10 days from the date shown on the invoice. Customer shall promptly pay the Company invoices, late fee charges of 6% and finance charges of 1.5% per month and all collection fees, attorney's fees and court costs on all unpaid balances.
3. Customer agrees that it will not entrust staffing associates with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables without the express prior written permission of the Company and then only under the Company's direct supervision and control, and that it will not request or permit any staffing associate to use any vehicle or machinery, regardless of ownership, in connection with the performance of services for Customer, without the Company's express prior written permission. All claims and costs associated with acts or omissions of the Company's staffing associates arising from nonobservance of this section shall be Customer's responsibility.
4. Customer will hold the Company harmless from all claims and costs arising under occupational safety or health laws with respect to the Company's staffing associates assigned to it. The Company is not responsible for fidelity bond claims not reported to them by Customer in writing within 30 days after occurrence.
5. Customer agrees not to directly or indirectly cause or permit any staffing associate assigned to Customer by the Company to transfer to another entity's payroll, or to perform services for Customer while on the payroll of any person or firm other than the Company during the term of the staffing associate's assignment to Customer and for 365 days after such assignment ends, or employ any person referred to Customer by the Company within a time period of 365 days subsequent to said referral, without the Company's express written permission. If Customer violates this paragraph, then Customer shall pay to the Company a fee in the amount of 30% of the staffing associate's annualized compensation, plus all costs of collection and/or reimbursement for all reasonable attorney's fees incurred to enforce its rights hereunder. "Transfer" includes, but is not limited to: employing the person directly; purchasing the person's services as a temporary, payroll or leased employee of an organization other than the Company for substantially the same work assignment; obtaining the person's services through any independent contractor, agency, facility staffing or consulting relationship; or arranging, suggesting, endorsing, facilitating, or procuring in the person's employment or recruitment by another organization, whether or not the person is later assigned to Customer.
6. If Customer hires directly onto its own payroll, or engages as an independent contractor, a staffing associate after the staffing associate has worked at Customer's facility for at least 720 hours in any 12-month period, with no break in service, the Company shall waive any placement fee, conversion fee, or liquidated damages, provided that Customer has paid to the Company all invoice amounts for such staffing associate. In the event that Customer hires or engages as an independent contractor any staffing associate prior to such 720-hour period, Customer shall pay to the Company a fee calculated at 1% per thousand of the annualized salary of the employee, up to 30%, less any "Gross Margin" paid in rate on that assignment.

Your acceptance of referrals from the Company constitutes your agreement with our fee schedule.

Gross Margin is defined as the Bill Rate less the Pay Rate + Payroll Costs (federal and state taxes, Worker's Compensation expenses paid and miscellaneous employee benefit costs) for the time the staffing associate worked at Customer.

REV 02/08



ADAMS & MARTIN

VER 09/08  
P.O. BOX 11057  
ORANGE, CA 92856-8157

To change the delivery method of your check, please contact your branch office.

Assignment # \_\_\_\_\_  
Employee ID \_\_\_\_\_  
Name JONATHAN SHOCKLEY  
Company Name CLO  
Report to SUSAN NOCON

CHECK ONE

- ☐ This is my first week on a new assignment or with a new supervisor. My Ambassador Timecard Supplement is attached.  
☒ This is not my first week on a new assignment and my Ambassador Supplement has been turned in for this assignment.  
☐ Other \_\_\_\_\_

ENTER ACTUAL HOURS WORKED (MINUS LUNCH) TO THE NEAREST 1/4 HOUR.  
PLEASE WRITE LEGIBLY TO AVOID ERRORS IN PROCESSING YOUR PAYCHECK.

	Date Worked	Time In	Time Out (Lunch)	Time In (Lunch)	Time Out	Reg. Hours	O.T. Hours	D.T. Hours
Mon	11/22	8	12	12:45	4:45	8		
Tue	11/23	8	12	12:45	4:45	8		
Wed	11/24	8	12	12:45	4:45	8		
Thu								
Fri								
Sat								
Sun								
Week-Ending Date: <u>11/28/10</u>		Total Hours		24				

I certify that I worked the hours shown on this card on the days indicated and that this card has been certified by a person that I believe is an authorized representative of the Customer.

Ambassador Signature Jonathan Shockley

As the Customer's authorized representative, I certify that the staffing associate's hours shown on this time sheet are correct and that the work was performed satisfactorily. I also confirm the Customer's agreement to the terms stated on the reverse side of this form.

Customer Signature anon

ACCOUNTING DEPT.

Batch # 120405  
Doc # 78611

# Invoice

Roth Staffing Companies, L.P.  
Ultimate Staffing Services • Ledgent  
Adams & Martin Group

Company ID  
702913

Invoice Number  
12555967

Invoice Date  
12/03/2010

Branch: 01U Century City U

**Bill To:**

Conservation & Liquidation Office  
Attn: Toni Sanchez  
PO Box 26894  
San Francisco, CA 94126-0894

**Attn:**

Toni Sanchez

Week Ending	Name	Wage Type	Hours	Rate	Amount
11/28/2010	Watts, Niya	Regular	24.00	22.50	540.00

996.63005.A131

1/2/2011 Majabi, Mahammed

Pearce, Scott 1/4/2011

MATH CHECKED - Gandhi, Alan 12/16/2010

Invoice Meets Contract Term and Cap, <Sharon Liang>1/4/2011	Subtotal	540.00
	Plus Sales Tax	0.00
	Sales Taxable Amount	0.00
If payment is made before 12/24/10, please pay		540.00
If payment is made after 12/24/10, please pay		572.40

REMIT TO:  
Dept 8761  
Los Angeles, CA 90084-8761  
FIN #33-0633164

Thank you for your business!

For billing questions, please call: (714) 939-5999

Page 1 of 1  
12/13/2010 10:36:20 AM



ADAMS &amp; MARTIN

VER 03/00

P.O. BOX 11057  
ORANGE, CA 92856-8157To change the delivery  
method of your check,  
please contact your  
branch office.Assignment # \_\_\_\_\_  
Employee ID 1812353  
Name NINA WATIS  
Company Name CLO  
Report to SUSAN

## CHECK ONE

- ☐ This is my first week on a new assignment or with a new supervisor. My Ambassador Timecard Supplement is attached.  
☐ This is not my first week on a new assignment and my Ambassador Supplement has been turned in for this assignment.  
☐ Other \_\_\_\_\_

ENTER ACTUAL HOURS WORKED (MINUS LUNCH) TO THE NEAREST 1/4 HOUR.  
PLEASE WRITE LEGIBLY TO AVOID ERRORS IN PROCESSING YOUR PAYCHECK.

	Date Worked	Time In	Time Out (Lunch)	Time In (Lunch)	Time Out	Reg. Hours	O.T. Hours	D.T. Hours
Mon	11/22/08	8:00	11:45	12:30	1:45	8		
Tue	11/23/08	8:00	11:45	12:30	1:45	8		
Wed	11/24/08	8:00	11:45	12:30	1:45	8		
Thu	11/25/08	THANKSGIVING						
Fri	11/26/08	HOLIDAY						
Sat	11/27/08							
Sun	11/28/08							
Week-Ending Date: 11/28/08						Total Hours	24	

I certify that I worked the hours shown on this card on the days indicated and that this card has been certified by a person that I believe is an authorized representative of the Customer.

Ambassador Signature \_\_\_\_\_

As the Customer's authorized representative, I certify that the staffing associate's hours shown on this time sheet are correct and that the work was performed satisfactorily. I also confirm the Customer's agreement to the terms stated on the reverse side of this form.

Customer Signature \_\_\_\_\_

ACCOUNTING DEPT.

Batch # 120566

Doc # 78733

**Invoice**

Roth Staffing Companies, L.P.  
Ultimate Staffing Services • Ledgent  
Adams & Martin Group

Company ID  
28321

Invoice Number  
12557838

Invoice Date  
12/10/2010

Branch: 02U San Francisco U

**Bill To:**

Conservation & Liquidation Office  
Attn: Toni Sanchez  
P.O. Box 26894  
Conservation & Liquidation Office  
San Francisco, CA 94126-0894

**Attn:**

Toni Sanchez

Week Ending	Name	Wage Type	Hours	Rate	Amount
12/05/2010	Helmle, Brian	Regular	40.00	21.88	875.20
12/05/2010	Shockley, Jonathan	Regular	40.00	21.88	875.20

996.63005.A131

✉ *Mojabi, Mohammed 1/7/2011*✉ *Pearce, Scott 1/4/2011*

Alan:

PLs check with  
Mohammed to  
ensure he agrees  
with payment THx.

MATH CHECKED - Gandhi, Alan 12/23/2010

	Subtotal	1,750.40
Invoice Meets Contract Term and Cap, <Sharon Liang> 1/11/2011	Plus Sales Tax	0.00
	Sales Taxable Amount	0.00
If payment is made before 12/31/10, please pay		1,750.40
If payment is made after 12/31/10, please pay		1,855.42
	REMIT TO:	
	Dept 8761	
	Los Angeles, CA 90084-8761	
	FIN #33-0633164	

Thank you for your business!

For billing questions, please call: (714) 939-5999

Page 1 of 1  
12/14/2010 4:00:37 PM

**ADAMS & MARTIN**

VER 09/06  
P.O. BOX 11087  
ORANGE, CA 92658-0187

To change the delivery  
method of your check,  
please contact your  
branch office.

Assignment # \_\_\_\_\_

Employee ID \_\_\_\_\_

Name Brian Hedrick

Company Name CLO

Report to \_\_\_\_\_

**CHECK ONE**

- ☐ This is my first week on a new assignment or with a new supervisor. My Ambassador Timecard Supplement is attached.  
☐ This is not my first week on a new assignment and my Ambassador Supplement has been turned in for this assignment.  
☐ Other \_\_\_\_\_

ENTER ACTUAL HOURS WORKED (MINUS LUNCH) TO THE NEAREST 1/4 HOUR.  
PLEASE WRITE LEGIBLY TO AVOID ERRORS IN PROCESSING YOUR PAYCHECK.

	Date Worked	Time In	Time Out (Lunch)	Time In (Lunch)	Time Out	Reg. Hours	O.T. Hours	D.T. Hours
Mon	11/29	8:00	12:00	12:45	4:45	8		
Tue	11/30	8:00	12:00	12:45	4:45	8		
Wed	12/1	8:00	12:00	12:45	4:45	8		
Thu	12/2	8:00	12:00	12:45	4:45	8		
Fri	12/3	8:00	12:00	12:45	4:45	8		
Sat								
Sun								
Week-Ending Date: <u>12/3/10</u>						Total Hours <u>40</u>		

I certify that I worked the hours shown on this card on the days indicated and that this card has been certified by a person that I believe is an authorized representative of the Customer.

Ambassador Signature B. Hedrick

As the Customer's authorized representative, I certify that the staffing associate's hours shown on this time sheet are correct and that the work was performed satisfactorily. I also confirm the Customer's agreement to the terms stated on the reverse side of this form.

Customer Signature Proven

ACCOUNTING DEPT.





ADAMS &amp; MARTIN

REH 02/04

P.O. BOX 11057

ORANGE, CA 92668-8157

To change the delivery method of your check, please contact your branch office.

Assignment # \_\_\_\_\_

Employee ID \_\_\_\_\_

Name

JONATHAN SHOCKLEY

Company Name

CLO

Report to

SUSAN NOCON

## CHECK ONE

- ☐ This is my first week on a new assignment or with a new supervisor. My Ambassador Timecard Supplement is attached.  
☒ This is not my first week on a new assignment and my Ambassador Supplement has been turned in for this assignment.  
☐ Other \_\_\_\_\_

ENTER ACTUAL HOURS WORKED (MINUS LUNCH) TO THE NEAREST 1/4 HOUR.  
 IN CASE WRITE LEGIBLY TO AVOID ERRORS IN PROCESSING YOUR PAYCHECK.

	Date Worked	Time In	Time Out (Lunch)	Time In (Lunch)	Time Out	Reg. Hours	O.T. Hours	D.T. Hours
Mon	12/29	8	12	12:45	4:45	8		
Tue	12/30	8	12	12:45	4:45	8		
Wed	12/31	8	12	12:45	4:45	8		
Thu	12/31	8	12	12:45	4:45	8		
Fri	12/31	8	12	12:45	4:45	8		
Sat								
Sun								
Week-Ending Date: 12/31/10						Total Hours	40	

I certify that I worked the hours shown on this card on the days indicated and that this card has been certified by a person that I believe is an authorized representative of the Customer.

Staffing Associate Signature

As the Customer's authorized representative, I certify that the staffing associate's hours shown on this time sheet are correct and that the work was performed satisfactorily. I also confirm the Customer's agreement to the terms stated on the reverse side of this form.

Customer Signature

## TERMS OF SALE

1. Both Staffing Companies, L.P. and Ultimate Staffing Services, Leigent, and Adams & Martin Group is hereafter referred to as the "Company." Except as modified separately in writing, these terms govern Customer's completed and future temporary employment assignments. Customer includes all subsidiaries, affiliates, and partners. Customer, through its authorized representative, certifies that the staffing associate's hours shown on his/her time sheet are correct and that the work was performed satisfactorily. Also, Customer shall notify the Company immediately of the completion or termination of a staffing associate's assignment.
2. The Company charges on a weekly basis and invoices are payable upon receipt. All benefits to Customer (e.g., guarantees, free orientation, etc.) are in effect only when we have received payment within 10 days from the date shown on the invoice. Customer shall promptly pay the Company invoices, late fee charges of 8% and finance charges of 15% per month and all collection fees, attorney's fees and court costs on all unpaid balances.
3. Customer agrees that it will not entrust staffing associates with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables without the express prior written permission of the Company and then only under the Company's direct supervision and control, and that it will not request or permit any staffing associate to use any vehicle or machinery, regardless of ownership, in connection with the performance of services for Customer, without the Company's express prior written permission. All claims and costs associated with acts or omissions of the Company's staffing associates arising from nonobservance of this section shall be Customer's responsibility.
4. Customer will hold the Company harmless from all claims and costs arising under occupational safety or health laws with respect to the Company's staffing associates assigned to it. The Company is not responsible for safety bond claims not reported to them by Customer in writing within 30 days after occurrence.
5. Customer agrees not to directly or indirectly cause or permit any staffing associate assigned to Customer by the Company to transfer to another entity's payroll, or to perform services for Customer while on the payroll of any person or firm other than the Company during the term of the staffing associate's assignment to Customer and for 365 days after such assignment ends, or employ any person referred to Customer by the Company, within a time period of 365 days subsequent to said referral, without the Company's express written permission. If Customer violates this paragraph, then Customer shall pay to the Company a fee in the amount of 30% of the staffing associate's annualized compensation, plus all costs of collection and/or reimbursement for all reasonable attorney's fees incurred to enforce its rights hereunder. "Transfer" includes, but is not limited to: employing the person directly; purchasing the person's services as a temporary, payroll or leased employee of an organization other than the Company for substantially the same work assignment; obtaining the person's services through any independent contractor, agency, facility staffing or consulting relationship; or arranging, suggesting, endorsing, facilitating, or acquiescing in the person's employment or recruitment by another organization, whether or not the person is later assigned to Customer.
6. If Customer hires directly onto its own payroll, or engages as an independent contractor, a staffing associate after the staffing associate has worked at Customer's facility for at least 720 hours in any 12-month period, with no break in service, the Company shall waive any placement fee, conversion fee, or doubled damages, provided that Customer has paid to the Company all invoiced amounts for such staffing associate. In the event that Customer hires or engages as an independent contractor any staffing associate prior to such 720-hour period, Customer shall pay to the Company a fee calculated at 1% per thousand of the annualized salary of the employee, up to 30%, less any Gross Margin paid to date on that assignment.

Your acceptance of referrals from the Company constitutes your agreement with our fee schedule.

Gross Margin is defined as the Bill Rate less the Pay Rate + Payroll Costs (federal and state taxes, Worker's Compensation expenses paid and miscellaneous employee benefit costs) for the time the staffing associate worked at Customer.

12/01/10



Batch # 120584  
Doc # 78748

# Invoice

Roth Staffing Companies, L.P.  
Ultimate Staffing Services • Ledgent  
Adams & Martin Group

Company ID  
702913

Invoice Number  
12557897

Invoice Date  
12/10/2010

Branch: 01U Century City U

**Bill To:**

Conservation & Liquidation Office  
Attn: Toni Sanchez  
PO Box 26894  
San Francisco, CA 94126-0894

**Attn:**

Toni Sanchez

Week Ending	Name	Wage Type	Hours	Rate	Amount
12/05/2010	Watts, Niya	Regular	40.00	22.50	900.00

*→ Majabi, Mohammed 1/7/2011*

*→ Pearce, Scott 1/4/2011*

996.63005.A131

MATH CHECKED - Gandhi, Alan 12/23/2010

Invoice Meets Contract Term and Cap, <Sharon Liang>1/11/2011

Subtotal	900.00
Plus Sales Tax	0.00
Sales Taxable Amount	0.00
If payment is made before 12/31/10, please pay	900.00
If payment is made after 12/31/10, please pay	954.00

REMIT TO:  
Dept 8761  
Los Angeles, CA 90084-8761  
FIN #33-0633164

Thank you for your business!

For billing questions, please call: (714) 939-5999

Page 1 of 1  
12/14/2010 4:00:39 PM



ADAMS & MARTIN

VFH 09/08  
P.O. BOX 11057  
ORANGE, CA 92866-8157

To change the delivery  
method of your check,  
please contact your  
branch office.

Assignment # \_\_\_\_\_  
Employee ID 1812353  
Name NINA WATTS  
Company Name CLO  
Report to SUSAN

CHECK ONE

- ☐ This is my first week on a new assignment or with a new supervisor. My Ambassador Timecard Supplement is attached.  
☐ This is not my first week on a new assignment and my Ambassador Supplement has been turned in for this assignment.  
☐ Other \_\_\_\_\_

ENTER ACTUAL HOURS WORKED (MINUS LUNCH) TO THE NEAREST 1/4 HOUR.  
PLEASE WRITE LEGIBLY TO AVOID ERRORS IN PROCESSING YOUR PAYCHECK

	Date Worked	Time In	Time Out (Lunch)	Time In (Lunch)	Time Out	Reg. Hours	O.T. Hours	D.T. Hours
Mon	11/28	11:45	12:30	12:45	2:00	8.0		
Tue	11/28	11:45	12:30	12:45	2:00	8.0		
Wed	12/1	11:45	12:30	12:45	2:00	8.0		
Thu	12/2	11:45	12:30	12:45	2:00	8.0		
Fri	12/3	11:45	12:30	12:45	2:00	8.0		
Sat	12/4							
Sun	12/5							
Week-Ending Date:	12/5/10				Total Hours	40.00		

I certify that I worked the hours shown on this card on the days indicated and that this card has been certified by a person that I believe is an authorized representative of the Customer.

Ambassador Signature \_\_\_\_\_

As the Customer's authorized representative, I certify that the staffing associate's hours shown on this time sheet are correct and that the work was performed satisfactorily. I also confirm the Customer's agreement to the terms stated on the reverse side of this form.

Customer Signature \_\_\_\_\_

ACCOUNTING DEPT.

Batch # 120565  
Doc # 78732

# Invoice

Roth Staffing Companies, L.P.  
Ultimate Staffing Services • Ledgent  
Adams & Martin Group

Company ID  
278321

Invoice Number  
12557133

Invoice Date  
12/10/2010

Branch: 02U San Francisco U  
Timesheets Attached

**Bill To:**

Conservation & Liquidation Office  
Attn: Human Resources  
425 Market Street  
Suite 2300  
San Francisco, CA 94105

**Attn:**

Human Resources

Week Ending	Name	Wage Type	Hours	Rate	Amount
12/05/2010	Nocon, Susan	Expenses	1.00	241.79	241.79
		Regular	40.00	67.50	2,700.00
		996.65018.A131			
		996.63005.A131			
	Pearce, Scott 1/4/2011				
	Majabi, Mohammed 1/7/2011				

MATH CHECKED - Gandhi, Alan 1/3/2011

Invoice Meets Contract Term and Cap, <Sharon Liang> 1/11/2011	Subtotal	2,941.79
	Plus Sales Tax	0.00
	Sales Taxable Amount	0.00
If payment is made before 12/31/10, please pay		2,941.79
If payment is made after 12/31/10, please pay		3,118.30

REMIT TO:  
Dept 8761  
Los Angeles, CA 90084-8761  
FIN #33-0633164

Thank you for your business!

For billing questions, please call: (714) 939-5999

Page 1 of 1  
12/20/2010 9:06:23 AM

ATTN: LINDA DEWITT



ADAMS & MARTIN

VER 0908  
P.O. BOX 11057  
ORANGE, CA 92668-8157

To change the delivery method of your check, please contact your branch office.

Assignment # \_\_\_\_\_  
Employee ID \_\_\_\_\_  
Name SUSAN NOCON  
Company Name CLO  
Report to \_\_\_\_\_

**CHECK ONE**

- ☐ This is my first week on a new assignment or with a new supervisor. My Ambassador Timecard Supplement is attached.  
☐ This is not my first week on a new assignment and my Ambassador Supplement has been turned in for this assignment.  
☐ Other \_\_\_\_\_

ENTER ACTUAL HOURS WORKED OMINUS LUNCH TO THE NEAREST 1/4 HOUR.  
PLEASE WRITE LEGIBLY TO AVOID ERRORS IN PROCESSING YOUR PAYCHECK.

	Date Worked	Time In	Time Out (Lunch)	Time In (Lunch)	Time Out	Reg. Hours	O.T. Hours	O.T. Hours
Mon	11/29	8:00	12:00	12:45	4:45	8		
Tue	11/30	8:00	12:00	12:45	4:45	8		
Wed	12/1	8:00	12:00	12:45	4:45	8		
Thu	12/2	8:00	12:00	12:45	4:45	8		
Fri	12/3	8:00	12:00	12:45	4:45	8		
Sat								
Sun								
Week-Ending Date: <u>12/5/10</u>						Total Hours	<u>40</u>	

I certify that I worked the hours shown on this card on the days indicated and that this card has been certified by a person that I believe is an authorized representative of the Customer.

Ambassador Signature [Signature]

As the Customer's authorized representative, I certify that the staffing associate's hours shown on this time sheet are correct and that the work was performed satisfactorily. I also confirm the Customer's agreement to the terms stated on the reverse side of this form.

Customer Signature [Signature]

ACCOUNTING DEPT.



ADAMS & MARTIN

VER 09/08  
P.O. BOX 11057  
ORANGE, CA 92666-8157

To change the delivery method of your check, please contact your branch office.

Assignment # \_\_\_\_\_

Employee ID \_\_\_\_\_

Name SUSAN NOCON

Company Name CLO

Report to \_\_\_\_\_

CHECK ONE

- ☐ This is my first week on a new assignment or with a new supervisor. My Ambassador Timecard Supplement is attached.  
☐ This is not my first week on a new assignment and my Ambassador Supplement has been turned in for this assignment.  
☐ Other \_\_\_\_\_

ENTER ACTUAL HOURS WORKED (MINUS LUNCH) TO THE NEAREST 1/4 HOUR.  
PLEASE WRITE LEGIBLY TO AVOID ERRORS IN PROCESSING YOUR PAYCHECK.

	Date Worked	Time In	Time Out (Lunch)	Time In (Lunch)	Time Out	Reg. Hours	O.T. Hours	D.T. Hours
Mon	11/29	8:00	12:00	12:45	4:45	8		
Tue	11/30	8:00	12:00	12:45	4:45	8		
Wed	12/1	8:00	12:00	12:45	4:45	8		
Thu	12/2	8:00	12:00	12:45	4:45	8		
Fri	12/3	8:00	12:00	12:45	4:45	8		
Sat								
Sun								
Week-Ending Date: <u>12/5/10</u>		Total Hours		<u>40</u>				

I certify that I worked the hours shown on this card on the days indicated and that this card has been certified by a person that I believe is an authorized representative of the Customer.

Ambassador Signature [Signature]

As the Customer's authorized representative, I certify that the staffing associate's hours shown on this time sheet are correct and that the work was performed satisfactorily. I also confirm the Customer's agreement to the terms stated on the reverse side of this form.

Customer Signature [Signature]

ACCOUNTING DEPT.



Batch # 120567

Doc # 78734

**Invoice**

Roth Staffing Companies, L.P.  
Ultimate Staffing Services • Ledgent  
Adams & Martin Group

Company ID  
702913

Invoice Number  
12559807

Invoice Date  
12/17/2010

Branch: 01U Century City U

**Bill To:**

Conservation & Liquidation Office  
Attn: Toni Sanchez  
PO Box 26894  
San Francisco, CA 94126-0894

**Attn:**

Toni Sanchez

Week Ending	Name	Wage Type	Hours	Rate	Amount
12/12/2010	Watts, Niya	Regular	40.00	22.50	900.00

996.63005.A131

✉ *Mojabi, Mohammed 1/7/2011*✉ *Pearce, Scott 1/4/2011*

MATH CHECKED - Gandhi, Alan 12/22/2010

Invoice Meets Contract Term and Cap, &lt;Sharon Liang&gt; 1/11/2011

<b>Subtotal</b>	900.00
<b>Plus Sales Tax</b>	0.00
<b>Sales Taxable Amount</b>	0.00
<b>If payment is made before 1/7/11, please pay</b>	900.00
<b>If payment is made after 1/7/11, please pay</b>	954.00

**REMIT TO:**

Dept 8761  
Los Angeles, CA 90084-8761  
FIN #33-0633164

**Thank you for your business!**

For billing questions, please call: (714) 939-5999

Page 1 of 1  
12/22/2010 10:41:35 AM



LEDGENT

ADAMS & MARTIN  
Group

VER 03/06

P.O. BOX 11057  
ORANGE, CA 92856-8167To change the delivery  
method of your check,  
please contact your  
branch office.

Assignment #

Employee ID

Name

Company Name

Report to

## CHECK ONE

- ☐ This is my first week on a new assignment or with a new supervisor. My Ambassador Timecard Supplement is attached.
- ☐ This is not my first week on a new assignment and my Ambassador Supplement has been turned in for this assignment.
- ☐ Other \_\_\_\_\_

ENTER ACTUAL HOURS WORKED (MINUS LUNCH) TO THE NEAREST 1/4 HOUR.  
PLEASE WRITE LEGIBLY TO AVOID ERRORS IN PROCESSING YOUR PAYCHECK.

	Date Worked	Time In	Time Out (Lunch)	Time In (Lunch)	Time Out	Reg. Hours	O.T. Hours	D.T. Hours
Mon	2/6	8:11:45	12:30	1:45	4:58	8		
Tue	2/7	8:11:45	12:30	1:45	4:58	8		
Wed	2/8	8:11:45	12:30	1:45	4:58	8		
Thu	2/9	8:11:45	12:30	1:45	4:58	8		
Fri	2/10	8:11:45	12:30	1:45	4:58	8		
Sat	2/11							
Sun	2/12							
Week-Ending Date:	2/12/10	Total		40	Hours			

I certify that I worked the hours shown on this card on the days indicated and that this card has been certified by a person that I believe is an authorized representative of the Customer.

Ambassador Signature

As the Customer's authorized representative, I certify that the staffing associate's hours shown on this time sheet are correct and that the work was performed satisfactory. I also confirm the Customer's agreement to the terms stated on the reverse side of this form.

Customer Signature

ACCOUNTING DEPT.



Batch # 120569  
Doc # 78736

# Invoice

Roth Staffing Companies, L.P.  
Ultimate Staffing Services • Ledger  
Adams & Martin Group

Company ID  
28321

Invoice Number  
12559746

Invoice Date  
12/17/2010

Branch: 02U San Francisco U

**Bill To:**

Conservation & Liquidation Office  
Attn: Toni Sanchez  
P.O. Box 28894  
Conservation & Liquidation Office  
San Francisco, CA 94126-0894

**Attn:**

Toni Sanchez

Week Ending	Name	Wage Type	Hours	Rate	Amount
12/12/2010	Helmie, Brian	Regular	40.00	21.68	875.20
12/12/2010	Shockley, Jonathan	Regular	40.00	21.68	875.20

996.63005.A131

→ Majidi, Mohammed 1/1/2011

→ Pares, Scott 1/4/2011

MATH CHECKED - Gandhi, Alan 12/23/2010

Invoice Meets Contract Term and Cap, <Sharon Liang> 1/11/2011	Subtotal	1,750.40
	Plus Sales Tax	0.00
	Sales Taxable Amount	0.00
If payment is made before 1/7/11, please pay		1,750.40
If payment is made after 1/7/11, please pay		1,855.42
	REMIT TO:	
	Dept 8761	
	Los Angeles, CA 90084-8761	
	FIN #33-0833184	

Thank you for your business!

For billing questions, please call: (714) 939-5999

Page 1 of 1

12/23/2010 10:26:46 AM



ADDRESS  
P.O. BOX 11057  
ORANGE, CA 92668-8157

To change the delivery method of your check, please contact your branch office.

Assignment # \_\_\_\_\_

Employee ID \_\_\_\_\_

Name Brian Helms

Company Name CLO

Report to \_\_\_\_\_

**CHECK ONE**

- ☐ This is my first week on a new assignment or with a new supervisor. My Ambassador Timecard Supplement is attached.
- ☐ This is not my first week on a new assignment and my Ambassador Supplement has been turned in for this assignment.
- ☐ Other \_\_\_\_\_

ENTER ACTUAL HOURS WORKED (MINUS LUNCH) TO THE NEAREST 1/4 HOUR.  
PLEASE WRITE LEGIBLY TO AVOID ERRORS IN PROCESSING YOUR PAYCHECK

	Date Worked	Time In	Time Out (Lunch)	Time In (Lunch)	Time Out	Reg. Hours	O.T. Hours	D.T. Hours
Mon	12/6	8a	12:00p	12:45p	4:45p	8		
Tue	12/7	8a	12:00p	12:45p	4:45p	8		
Wed	12/8	8a	12:00p	12:45p	4:45p	8		
Thu	12/9	8a	12:00p	12:45p	4:45p	8		
Fri	12/10	8a	12:00p	12:45p	4:45p	8		
Sat								
Sun								
Week-Ending Date: <u>12/10/10</u>						Total Hours	<u>40</u>	

I certify that I worked the hours shown on this card on the days indicated and that this card has been certified by a person that I believe is an authorized representative of the Customer.

Staffing Associate Signature B. Helms

As the Customer's authorized representative, I certify that the staffing associate's hours shown on this time sheet are correct and that the work was performed satisfactorily. I also confirm the Customer's agreement to the terms stated on the reverse side of this form.

Customer Signature [Signature]



ADAMS & MARTIN

ADDRESS  
P.O. BOX 11057  
CHATT, CA 92850-8157

To change the delivery  
method of your check,  
please contact your  
branch office.

Assignment # \_\_\_\_\_

Employee ID \_\_\_\_\_

Name JONATHAN SHOCKLEY

Company Name \_\_\_\_\_

Report to SUSAN NOCON

CHECK ONE

- ☐ This is my first week on a new assignment or with a new supervisor. My Ambassador Timecard Supplement is attached.  
☒ This is not my first week on a new assignment and my Ambassador Supplement has been turned in for this assignment.  
☐ Other \_\_\_\_\_

ENTER TOTAL HOURS WORKED (MINUS LUNCH) TO THE NEAREST 1/4 HOUR.  
PLEASE WRITE LEGIBLY TO AVOID ERRORS IN PROCESSING YOUR PAYCHECK

	Date Worked	Time In	Time Out (Lunch)	Time In (Lunch)	Time Out	Reg. Hours	O.T. Hours	D.T. Hours
Mon	12/6	8	12	12:45	4:45			
Tue	12/7	8	12	12:45	4:45			
Wed	12/8	8	12	12:45	4:45			
Thu	12/9	8	12	12:45	4:45			
Fri	12/10	8	12	12:45	4:45			
Sat								
Sun								

Week-Ending  
Date: 12/12/10 Total  
Hours 40

I certify that I worked the hours shown on this card on the days indicated and that this card has been certified by a person that I believe is an authorized representative of the Customer.

Staffing Associate Signature \_\_\_\_\_

As the Customer's authorized representative, I certify that the staffing associate's hours shown on this time sheet are correct and that the work was performed satisfactorily. I also confirm the Customer's agreement to the terms stated on the reverse side of this form.

Customer Signature \_\_\_\_\_

Batch # 120568

Doc # 78735

**Invoice**

Roth Staffing Companies, L.P.  
Ultimate Staffing Services • Ledgent  
Adams & Martin Group

Company ID  
278321

Invoice Number  
12559054

Invoice Date  
12/17/2010

Branch: 02U San Francisco U  
Timesheets Attached

**Bill To:**

Conservation & Liquidation Office  
Attn: Human Resources  
425 Market Street  
Suite 2300  
San Francisco, CA 94105

**Attn:**

Human Resources

Week Ending	Name	Wage Type	Hours	Rate	Amount
12/12/2010	Nocon, Susan	Expenses	1.00	245.27	245.27
		Regular	40.00	67.50	2,700.00

996.63005.A131

*Majabi, Mohammed 1/7/2011*

*Pearce, Scott 1/10/2011*

MATH CHECKED - Gandhi, Alan 12/29/2010

Subtotal 2,945.27

Plus Sales Tax 0.00

Sales Taxable Amount 0.00

If payment is made before 1/7/11, please pay 2,945.27

If payment is made after 1/7/11, please pay 3,121.99

**REMIT TO:**

Dept 8761  
Los Angeles, CA 90084-8761  
FIN #33-0633164

Thank you for your business!

For billing questions, please call: (714) 939-5999

Page 1 of 1  
12/29/2010 6:53:34 AM



ADAMS &amp; MARTIN

AM-228  
P.O. BOX 11057  
CHICAGO, IL 60686-8157

To change the delivery  
method of your check,  
please contact your  
branch office.

Assignment # \_\_\_\_\_

Employee ID \_\_\_\_\_

Name SUSAN NOLOMCompany Name ELC

Report to \_\_\_\_\_

## CHECK ONE

This is my first week on a new assignment or with a new supervisor. My Ambassador Timecard Supplement is attached.  
This is not my first week on a new assignment and my Ambassador Supplement has been turned in for this assignment.  
Other \_\_\_\_\_

ENTER TOTAL HOURS WORKED (MINUS LUNCH) TO THE NEAREST 1/4 HOUR.  
PLEASE WRITE LEGIBLY TO AVOID ERRORS IN PROCESSING YOUR PAYCHECK

	Date Worked	Time In	Time Out (Lunch)	Time In (Lunch)	Time Out	Reg. Hours	O.T. Hours	D.T. Hours
Mon	12/6	8:00	12:00	12:45	4:45	8		
Tue	12/7	8:00	12:00	12:45	4:45	8		
Wed	12/8	8:00	12:00	12:45	4:45	8		
Thu	12/9	8:00	12:00	12:45	4:45	8		
Fri	12/10	8:00	12:00	12:45	4:45	8		
Sat								
Sun								
Week-Ending Date: 12/12/10						Total Hours	40	

I certify that I worked the hours shown on this card on the days indicated and that this card has been certified by a person that I believe is an authorized representative of the Customer.

Staffing Associate Signature \_\_\_\_\_

As the Customer's authorized representative, I certify that the staffing associate's hours shown on this time sheet are correct and that the work was performed satisfactorily. I also confirm the Customer's agreement to the terms stated on the reverse side of this form.

Customer Signature \_\_\_\_\_



# Travel and Business Expense Report

Employee: Susan Noon

Period Covered: December 6 thru December 12, 2010

ACCT-01 #

Department:

Estate Charged:

Cross reference authorization number from Travel Authorization Request form

DATE	PLACE/OCCASION	M/Feege at CLO rate 1/2es		GROUND TRANSPORTATION				HOTEL	MEALS	PHONE	INCDTLs	TOTALS
		\$2500	Driven	Feres / Gas	Taxi/Um	Car Rental	Parking					
12/6	From Canyon Country to Los Angeles	19.07	38.14									\$19.07
12/6	From Los Angeles to Canyon Country	19.07	38.14									\$19.07
12/7	From Canyon Country to Los Angeles	19.07	38.14									\$19.07
12/7	From Los Angeles to Canyon Country	19.07	38.14									\$19.07
12/8	From Canyon Country to Los Angeles	19.07	38.14									\$19.07
12/8	From Los Angeles to Canyon Country	19.07	38.14									\$19.07
12/9	From Canyon Country to Los Angeles	19.07	38.14									\$19.07
12/9	From Los Angeles to Canyon Country	19.07	38.14									\$19.07
12/10	From Canyon Country to Los Angeles	19.07	38.14									\$19.07
12/10	From Los Angeles to Canyon Country	19.07	38.14									\$19.07
12/10				20.00								\$20.00
12/11				34.57								\$34.57
MATH CHECKED - Gandhi, Alan 12/16/2010												
TOTALS -->		190.70	381.40	\$54.57								\$245.27
												Less Cash Advance
												Amount Due Employee
												\$245.27

Susan Noon

Employee Signature

Majabi, Mohammed 1/1/2011

Supervisor/Manager/Officer Approval

Pearce, Scott 1/25/2011

12/12/2010

Date

Date

SDIC/GEO Approval / Concurrence

Date

Duplicate



ADDRESS  
P.O. BOX 11087  
CHICKEN, CA 92660-8107

To change the delivery method of your check, please contact your branch office.

Assignment # \_\_\_\_\_  
Employee ID \_\_\_\_\_  
Name SUSAN NOLAN  
Company Name ELO  
Report to \_\_\_\_\_

**CHECK ONE**

☐ This is my first week on a new assignment or with a new supervisor. My Ambassador Timecard Supplement is attached.  
☐ This is not my first week on a new assignment and my Ambassador Supplement has been turned in for this assignment.  
Other \_\_\_\_\_

PLEASE PRINT, DO NOT WRITE, AND ROUND UP TO THE NEAREST 1/4 HOUR. PLEASE VERIFY LEGIBILITY TO AVOID ERRORS IN PROCESSING YOUR PAYCHECK

	Date Worked	Time In	Time Out (Lunch)	Time In (Lunch)	Time Out	Reg. Hours	O.T. Hours	O.T. Hours
Mon	12/6	8:00	12:00	12:45	4:45	8		
Tue	12/7	8:00	12:00	12:45	4:45	8		
Wed	12/8	8:00	12:00	12:45	4:45	8		
Thu	12/9	8:00	12:00	12:45	4:45	8		
Fri	12/10	8:00	12:00	12:45	4:45	8		
Sat								
Sun								
Week-Ending Date: <u>12/12/10</u>		Total Hours		<u>40</u>				

I certify that I worked the hours shown on this card on the days indicated and that this card has been certified by a person that I believe is an authorized representative of the Customer.

Staffing Associate Signature \_\_\_\_\_

As the Customer's authorized representative, I verify that the Staffing Associate's hours shown on this time sheet are correct and that the work was performed satisfactorily. I also confirm the Customer's agreement to the terms stated on the reverse side of this form.

Customer Signature \_\_\_\_\_

12/29/2010 6:53:37 AM

Batch # 120634

Doc # 78784

**Invoice**

Roth Staffing Companies, L.P.  
Ultimate Staffing Services • Ledgent  
Adams & Martin Group

Company ID  
702913

Invoice Number  
12554188

Invoice Date  
11/26/2010

Branch: 01U Century City U

**Bill To:**

Conservation & Liquidation Office  
Attn: Toni Sanchez  
PO Box 26894  
San Francisco, CA 94126-0894

**Attn:**

Toni Sanchez

Week  
Ending

Name

Wage Type

Hours

Rate

Amount

11/21/2010 Watts, Niya

Regular

40.00

22.50

900.00

*✓ Pearce, Scott 1/14/2011*

996.63005.A131

*✓ 1/13/2011 Majabi, Mohammed*

Invoice Meets Contract Term and Cap, &lt;Sharon Liang&gt;1/14/2011

MATH CHECKED - Gandhi, Alan 12/1/2010

Subtotal 900.00

Plus Sales Tax 0.00

Sales Taxable Amount 0.00

If payment is made before 12/17/10, please pay 900.00

If payment is made after 12/17/10, please pay 954.00

REMIT TO:

Dept 8761

Los Angeles, CA 90084-8761

FIN #33-0633164

Thank you for your business!

For billing questions, please call: (714) 939-5999

Page 1 of 1  
11/30/2010 2:33:48 PM





ADAMS & MARTIN

VER 04/08  
P.O. BOX 11057  
ORANGE, CA 92668-8157

To change the delivery  
method of your check,  
please contact your  
branch office.

Assignment # \_\_\_\_\_  
Employee ID 1812353  
Name NINA WATIS  
Company Name CLO  
Report to SUSAN

CHECK ONE

- ☐ This is my first week on a new assignment or with a new supervisor. My Ambassador Timecard Supplement is attached.  
☐ This is not my first week on a new assignment and my Ambassador Supplement has been turned in for this assignment.  
☐ Other \_\_\_\_\_

ENTER ACTUAL HOURS WORKED (MINUS LUNCH) TO THE NEAREST 1/4 HOUR.  
PLEASE WRITE LEGIBLY TO AVOID ERRORS IN PROCESSING YOUR PAYCHECK.

	Date Worked	Time In	Time Out (Lunch)	Time In (Lunch)	Time Out	Reg. Hours	O.T. Hours	D.T. Hours
Mon	11/15/8	11:45	12:30	12:30	4:45	3.75		
Tue	11/16/8	11:45	12:30	12:30	4:45	3.75		
Wed	11/17/8	11:45	12:30	12:30	4:45	3.75		
Thu	11/18/8	11:45	12:30	12:30	4:45	3.75		
Fri	11/19/8	11:45	12:30	12:30	4:45	3.75		
Sat	11/20	11:45	12:30	12:30	4:45	3.75		
Sun	11/21							
Week-Ending Date:	11/19/10					40		

I certify that I worked the hours shown on this card on the days indicated and that this card has been certified by a person that I believe is an authorized representative of the Customer.

Ambassador Signature \_\_\_\_\_

As the Customer's authorized representative, I certify that the staffing associate's hours shown on this time sheet are correct and that the work was performed satisfactorily. I also confirm the Customer's agreement to the terms stated on the reverse side of this form.

Customer Signature \_\_\_\_\_

ACCOUNTING DEPT.

Batch # 120633

Doc # 78783

**Invoice**

Roth Staffing Companies, L.P.  
Ultimate Staffing Services • Ledgent  
Adams & Martin Group

Company ID  
28321

Invoice Number  
12554124

Invoice Date  
11/26/2010

Branch: 02U San Francisco U

**Bill To:**

Conservation & Liquidation Office  
Attn: Toni Sanchez  
P.O. Box 26894  
Conservation & Liquidation Office  
San Francisco, CA 94126-0894

**Attn:**

Toni Sanchez

Week Ending	Name	Wage Type	Hours	Rate	Amount
11/21/2010	Helmle, Brian	Regular	40.00	21.88	875.20
11/21/2010	Shockley, Jonathan	Regular	40.00	21.88	875.20

*✓ Pearce, Scott 1/14/2011*

996.63005.A131

*✓ 1/13/2011 Mojabi, Mohammed*

MATH CHECKED - Gandhi, Alan 12/1/2010

	Subtotal	1,750.40
Invoice Meets Contract Term and Cap, <Sharon Liang>1/14/2011	Plus Sales Tax	0.00
	Sales Taxable Amount	0.00
If payment is made before 12/17/10, please pay		1,750.40
If payment is made after 12/17/10, please pay		1,855.42

REMIT TO:  
Dept 8761  
Los Angeles, CA 90084-8761  
FIN #33-0633184

Thank you for your business!

For billing questions, please call: (714) 939-5999

Page 1 of 1  
11/30/2010 2:33:50 PM



VER 01/00  
P.O. BOX 11037  
ORANGE, CA 92668-0157

To change the delivery  
method of your check,  
please contact your  
branch office.

Assignment # \_\_\_\_\_

Employee ID \_\_\_\_\_

Name Brian Helme

Company Name CLO

Report to \_\_\_\_\_

**CHECK ONE**

- ☐ This is my first week on a new assignment or with a new supervisor. My Ambassador/Timecard Supplement is attached.  
☐ This is not my first week on a new assignment and my Ambassador Supplement has been turned in for this assignment.  
☐ Other \_\_\_\_\_

ENTER ACTUAL HOURS WORKED (MINUS LUNCH) TO THE NEAREST 1/4 HOUR.  
PLEASE WRITE LEGIBLY TO AVOID ERRORS IN PROCESSING YOUR PAYCHECK.

	Date Worked	Time In	Time Out (Lunch)	Time In (Lunch)	Time Out	Reg. Hours	O.T. Hours	O.T. Hours
Mon	11/15/82	8a	12:00p	12:45p	4:45p	8		
Tue	11/16/82	8a	12:00p	12:45p	4:45p	8		
Wed	11/17/82	8a	12:00p	12:45p	4:45p	8		
Thu	11/18/82	8a	12:00p	12:45p	4:45p	8		
Fri	11/19/82	8a	12:00p	12:45p	4:45p	8		
Sat								
Sun								
Week-Ending Date: <u>11/19/82</u>						Total Hours	<u>40</u>	

I certify that I worked the hours shown on this card on the days indicated and that this card has been certified by a person that I believe is an authorized representative of the Customer.

Ambassador Signature [Signature]

As the Customer's authorized representative, I certify that the staffing associate's hours shown on this time sheet are correct and that the work was performed satisfactorily. I also confirm the Customer's agreement to the terms stated on the reverse side of this form.

Customer Signature \_\_\_\_\_

ACCOUNTING DEPT.



ADAMS &amp; MARTIN

VER0808  
P.O. BOX 11057  
ORANGE, CA 92668-8157

To change the delivery  
method of your check,  
please contact your  
branch office.

Assignment # \_\_\_\_\_

Employee ID \_\_\_\_\_

Name JONATHAN SHOCKLEY

Company Name \_\_\_\_\_

Report to SUSAN NOCON**CHECK ONE**

- ☐ This is my first week on a new assignment or with a new supervisor. My Ambassador Timesheet Supplement is attached.  
☒ This is not my first week on a new assignment and my Ambassador Supplement has been turned in for this assignment.  
☐ Other \_\_\_\_\_

ENTER ACTUAL HOURS WORKED (MINUS LUNCH) TO THE NEAREST 1/4 HOUR.  
PLEASE WRITE LEGIBLY TO AVOID ERRORS IN PROCESSING YOUR PAYCHECK.

	Date Worked	Time In	Time Out (Lunch)	Time In (Lunch)	Time Out	Reg. Hours	O.T. Hours	D.Y. Hours
Mon	11/15	8	12	12:45	5	8		
Tue	11/16	8	12	12:45	5	8		
Wed	11/17	8	12	12:45	5	8		
Thu	11/18	8	12	12:45	5	8		
Fri	11/19	8	12	12:45	5	8		
Sat								
Sun								
Week-Ending Date: 11/21/10		Total Hours		40				

I certify that I worked the hours shown on this card on the days indicated and that this card has been certified by a person that I believe is an authorized representative of the Customer.

Ambassador Signature Jonathan Shockley

As the Customer's authorized representative, I certify that the staffing associate's hours shown on this time sheet are correct and that the work was performed satisfactorily. I also confirm the Customer's agreement to the terms stated on the reverse side of this form.

Customer Signature \_\_\_\_\_

ACCOUNTING DEPT.

Batch # 120621  
Doc # 78771

# Invoice

Roth Staffing Companies, L.P.  
Ultimate Staffing Services • Ledgent  
Adams & Martin Group

Company ID  
278321

Invoice Number  
12553368

Invoice Date  
11/26/2010

Branch: 02U San Francisco U  
Timesheets Attached

**Bill To:**

Conservation & Liquidation Office  
Attn: Human Resources  
425 Market Street  
Suite 2300  
San Francisco, CA 94105

**Attn:**

Human Resources

Week Ending	Name	Wage Type	Hours	Rate	Amount
11/21/2010	Nocon, Susan	Regular Expenses	40.00	67.50	2,700.00
			1.00	259.59	259.59

996.63005.A131

996.65018.A131

*Mojabi, Mohammed 1/7/2011*

*Pearce, Scott 1/14/2011*

Subtotal 2,959.59

Plus Sales Tax 0.00

Sales Taxable Amount 0.00

If payment is made before 12/17/10, please pay 2,959.59

If payment is made after 12/17/10, please pay 3,137.17

**REMIT TO:**

Dept 8761  
Los Angeles, CA 90084-8761

FIN #33-0633164

Invoice Meets Contract Term and Cap, <Sharon Liang>1/11/2011

Thank you for your business!

For billing questions, please call: (714) 939-5999

→ 12/23/2010 10:26:49 AM

Page 1 of 1



# Travel and Business Expense Report

Employee: Susan Nocon

Period Covered: November 15 thru November 21, 2010 ACCT-01 #

Gross reference authorization number  
from Travel Authorization Request form

Department:

Estimate Charged:

DATE	PLACE/OCCASION	GROUND TRANSPORTATION						HOTEL	MEALS	PHONE	INCIDENTALS	TOTALS
		Mileage at CLO rate	Miles	Fares / Gas	Taxi/Lim.	Car Rental	Parking					
11/13	From Canyon Country to Los Angeles	19.07	38.14									\$19.07
11/13	From Los Angeles to Canyon Country	19.07	38.14									\$19.07
11/16	From Canyon Country to Los Angeles	19.07	38.14									\$19.07
11/16	From Los Angeles to Canyon Country	19.07	38.14	\$1.75								\$60.83
11/17	From Canyon Country to Los Angeles	19.07	38.14									\$19.07
11/17	From Los Angeles to Canyon Country	19.07	38.14									\$19.07
11/18	From Canyon Country to Los Angeles	19.07	38.14									\$19.07
11/18	From Los Angeles to Canyon Country	19.07	38.14									\$19.07
11/19	From Canyon Country to Los Angeles	19.07	38.14									\$19.07
11/19	From Los Angeles to Canyon Country	19.07	38.14									\$19.07
11/21				27.13								\$27.13
MATH CHECKED - Gandhi, Alan 1/14/2011												
TOTALS		190.70	381.40	\$60.89								\$259.59

Less Cash Advance  
Amount Due Employee: \$259.59

Susan Nocon  
Employee Signature

11/21/2010  
Date

Majidi, Mohammed 1/1/2011  
Supervisor/Manager/Officer Approval

Date

SPIC/CEO Approval / Concurrence

Date

Pearce, Scott 1/14/2011

SP

ACCT-02.01.20.10



LEDCENT ADAMS &amp; MARTIN

Address  
PO. BOX 11067  
ORANGE, CA 92654-8167

To change the delivery  
method of your check,  
please contact your  
branch office.

Assignment # \_\_\_\_\_

Employee ID \_\_\_\_\_

Name SUSAN NOCONCompany Name CLO

Report to \_\_\_\_\_

## CHECK ONE

- ☐ This is my first week on a new assignment or with a new supervisor. My Ambassador Timesheet Supplement is attached.  
☐ This is not my first week on a new assignment and my Ambassador Supplement has been filled in for this assignment.  
☐ Other \_\_\_\_\_

ENTER ACTUAL HOURS WORKED MINUS LUNCH TO THE NEAREST 1/4 HOUR.  
PLEASE WRITE LEGIBLY TO AVOID PROBLEMS IN PROCESSING YOUR PAYCHECK.

	Date Worked	Time In	Time Out (Lunch)	Time In (Break)	Time Out	Reg. Hours	O.T. Hours	O.T. Hours
Mon	11/15	8:00	12:00	12:45	4:45	8		
Tue	11/16	8:00	12:00	12:45	4:45	8		
Wed	11/17	8:00	12:00	12:45	4:45	8		
Thu	11/18	8:00	12:00	12:45	4:45	8		
Fri	11/19	8:00	12:00	12:45	4:45	8		
Sat								
Sun								
Week-Ending Date: <u>11/21/10</u>					Total Hours	<u>40</u>		

I certify that I worked the hours shown on this card on the days indicated and that this card has been certified by a person that I believe is an authorized representative of the Customer.

Ambassador Signature [Signature]

As the Customer's authorized representative, I certify that the salary associated hours shown on this time sheet are correct and that the work was performed satisfactorily. I also confirm the Customer's agreement to the terms stated on the reverse side of this form.

Customer Signature [Signature]

ACCOUNTING DEPT.

Batch # 120635  
Doc # 78785

# Invoice

Roth Staffing Companies, L.P.  
Ultimate Staffing Services • Ledgent  
Adams & Martin Group

Company ID  
28321

Invoice Number  
12561696

Invoice Date  
12/24/2010

Branch: 02U San Francisco U

**Bill To:**

Conservation & Liquidation Office  
Attn: Toni Sanchez  
P.O. Box 26894  
Conservation & Liquidation Office  
San Francisco, CA 94126-0894

**Attn:**

Toni Sanchez

Week Ending	Name	Wage Type	Hours	Rate	Amount
12/19/2010	Shockley, Jonathan	Regular	24.00	21.88	525.12

996.63005.A131

1/13/2011 Mojabi, Mohammed

Pearce, Scott 1/14/2011

Invoice Meets Contract Term and Cap, <Sharon Liang> 1/14/2011

MATH CHECKED - Gandhi, Alan 1/13/2011

Subtotal	525.12
Plus Sales Tax	0.00
Sales Taxable Amount	0.00
If payment is made before 1/14/11, please pay	525.12
If payment is made after 1/14/11, please pay	556.63

REMIT TO:  
Dept 8761  
Los Angeles, CA 90084-8761  
FIN #33-0633164

Thank you for your business!

For billing questions, please call: (714) 939-5999

Page 1 of 1  
1/3/2011 6:19:25 AM





ADAMS &amp; MARTIN

VER 0609

P.O. BOX 11057  
ORANGE, CA 92668-8157To change the delivery  
method of your check,  
please contact your  
branch office.

Assignment # \_\_\_\_\_

Employee ID \_\_\_\_\_

Name JONATHAN SHOCKLEY

Company Name \_\_\_\_\_

Report to SUSAN NOCON

## CHECK ONE

- ☐ This is my first week on a new assignment or with a new supervisor. My Ambassador Timecard Supplement is attached.
- ☒ This is not my first week on a new assignment and my Ambassador Supplement has been turned in for this assignment.
- ☐ Other \_\_\_\_\_

ENTER ACTUAL HOURS WORKED (MINUS LUNCH) TO THE NEAREST 1/4 HOUR.  
PLEASE WRITE LEGIBLY TO AVOID ERRORS IN PROCESSING YOUR PAYCHECK

	Date Worked	Time In	Time Out (Lunch)	Time In (Lunch)	Time Out	Reg. Hours	O.T. Hours	D.T. Hours
Mon	12/13	8	12	12:45	4:45	8		
Tue	12/14	8	12	12:45	4:45	8		
Wed	12/15	8	12	12:45	4:45	8		
Thu								
Fri								
Sat								
Sun								
Week-Ending Date: 12/14/20		Total Hours 24.75						

I certify that I worked the hours shown on this card on the days indicated and that this card has been certified by a person that I believe is an authorized representative of the Customer.

Ambassador Signature [Signature]

As the Customer's authorized representative, I certify that the staffing associate's hours shown on this time sheet are correct and that the work was performed satisfactorily. I also confirm the Customer's agreement to the terms stated on the reverse side of this form.

Customer Signature [Signature]

ACCOUNTING DEPT.



CALIFORNIA INSURANCE COMMISSIONER  
Conservation & Liquidation Office  
P.O. Box 26894  
San Francisco, California 94126-0894  
Tel: 415.676.5000 | Fax: 415.676.5002

ADDRESS# 8859  
VENDOR COPY  
Stub 1 of 1

Check No. 00066858  
Date 1/24/2011

Invoice Date	Invoice Number	Description	Voucher #	Amount Paid
12/24/2010	12560966	S. NOCON W/E 12/19/10	PV78804	1,782.30
Vendor: Ultimate Staffing Services				Check Total 1,782.30

THE FACE OF THIS CHECK IS PRINTED GREEN - THE BACK CONTAINS A SIMULATED WATERMARK



CALIFORNIA INSURANCE COMMISSIONER  
Conservation & Liquidation Office  
P.O. Box 26894  
San Francisco, California 94126-0894  
Tel: 415.676.5000 | Fax: 415.676.5002

UBOC, Accounts Payable  
Union Bank of California  
400 California Street  
San Francisco, CA 94104

Check No. 00066858  
Date 1/24/2011

Pay Exactly

NOT VALID AFTER 180 DAYS

ONE THOUSAND SEVEN HUNDRED EIGHTY TWO AND 30/100

\$\*\*\*\*\*1,782.30

AMOUNT OVER \$20,000.00 REQUIRES TWO SIGNATURES

TO  
THE  
ORDER  
OF

Ultimate Staffing Services  
Dept 8761  
Los Angeles CA 90084-8761

*H. Battle*

⑈00066858⑈ ⑆121000497⑆ 2380013005⑈

# Invoice

Roth Staffing Companies, L.P.  
Ultimate Staffing Services • Ledgent  
Adams & Martin Group

Company ID  
278321

Invoice Number  
12560966

Invoice Date  
12/24/2010

Branch: 02U San Francisco U  
Timesheets Attached

Bill To:  
Conservation & Liquidation Office  
Attn: Human Resources  
425 Market Street  
Suite 2300  
San Francisco, CA 94105

Attn:  
Human Resources

Batch # 120692  
Doc # 78804

Week Ending	Name	Wage Type	Hours	Rate	Amount
12/19/2010	Nocon, Susan	Expenses	1.00	162.30	162.30
		Regular	24.00	67.50	1,620.00

996.65018.A131

996.63005.A131

1/13/2011 Mojabi, Mohammed

Pearce, Scott 1/20/2011

MATH CHECKED - Gandhi, Alan 1/3/2011

Invoice Meets Contract Term and Cap, <Sharon Liang> 1/21/2011

Subtotal	1,782.30
Plus Sales Tax:	0.00
Sales Taxable Amount	0.00
If payment is made before 1/14/11, please pay	1,782.30
If payment is made after 1/14/11, please pay	1,889.24

REMIT TO:  
Dept 8761  
Los Angeles, CA 90084-8761  
FIN #33-0633164

Thank you for your business!

For billing questions, please call: (714) 939-5999

Page 1 of 1  
1/3/2011 10:27:50 AM



ADAMS &amp; MARTIN

VER 03/08

P.O. BOX 11057

ORANGE, CA 92658-8157

To change the delivery  
method of your check,  
please contact your  
branch office.

Assignment # \_\_\_\_\_

Employee ID \_\_\_\_\_

Name SUSAN NOCONCompany Name ALO

Report to \_\_\_\_\_

## CHECK ONE

- ☐ This is my first week on a new assignment or with a new supervisor. My Ambassador Timecard Supplement is attached.  
☐ This is not my first week on a new assignment and my Ambassador Supplement has been turned in for this assignment.  
☐ Other \_\_\_\_\_

ENTER ACTUAL HOURS WORKED (MINUS LUNCH) TO THE NEAREST 1/4 HOUR.  
PLEASE WRITE LEGIBLY TO AVOID ERRORS IN PROCESSING YOUR PAYCHECK.

	Date Worked	Time In	Time Out (Lunch)	Time In (Lunch)	Time Out	Reg. Hours	O.T. Hours	D.Y. Hours
Mon	12/13	8:00	12:00	12:45	4:45	8		
Tue	12/14	8:00	12:00	12:45	4:45	8		
Wed	12/15	8:00	12:00	12:45	4:45	8		
Thu								
Fri								
Sat								
Sun								
Week-Ending Date: <u>12/19/10</u>		Total Hours		<u>24</u>				

I certify that I worked the hours shown on this card on the days indicated and that this card has been certified by a person that I believe is an authorized representative of the Customer.

Ambassador Signature [Signature]

As the Customer's authorized representative, I certify that the staffing associate's hours shown on this time sheet are correct and that the work was performed satisfactorily. I also confirm the Customer's agreement to the terms stated on the reverse side of this form.

Customer Signature [Signature]

ACCOUNTING DEPT.

1/3/2011 10:27:51 AM



# Travel and Business Expense Report

Employee: Susan Nocot

Period Covered: December 13 thru December 19, 2010 ACCT-01 #

Department:

Estate Charged:

Cross reference authorization number from Travel Authorization Request form

DATE	PLACE/OCCASION	GROUND TRANSPORTATION						HOTEL	MEALS	PHONE	INCDTLB	TOTALS
		Mileage at CLO rate	Miles Driven	Fares / Gas	Taxi/Limo	Car Rental	Parking					
12/13	From Canyon Country to Los Angeles	19.07	38.14									\$19.07
12/13	From Los Angeles to Canyon Country	19.07	38.14									\$19.07
12/14	From Canyon Country to Los Angeles	19.07	38.14									\$19.07
12/14	From Los Angeles to Canyon Country	19.07	38.14									\$19.07
12/15	From Canyon Country to Los Angeles	19.07	38.14									\$19.07
12/15	From Los Angeles to Canyon Country	19.07	38.14									\$19.07
12/16				47.88								\$47.88
MATH CHECKED - Gandhi, Alan 1/13/2011												
TOTALS		114.42	228.84	\$47.88								\$162.30

Less Cash Advance  
Amount Due Employee \$162.30

Susan Nocot

Employee Signature

12/19/2010

Date

Supervisor/Manager/Officer Approval

Date

SDIC/CFO Approval / Concurrence

Date

Pearce, Scott 1/14/2011

ACCT-02 01.20.10

1/3/2011 10:27:51 AM

## **EXHIBIT 8**



# 12880  
**cookes crating, inc.**

3124 East Eleventh St.  
Los Angeles, CA 90023

Telephone: 323/268-5101  
Fax: 323/262-2001

Batch # 120893  
Doc # 78932  
*Specialists in the fine art of handling Fine Arts*

RECEIVED

2011 FEB -1 AM 10:12

- \* Since 1974
- \* 84,000 sq. ft. of art storage
- \* Climate controlled air ride trucks
- \* Museum quality crating
- \* World-wide shipping
- \* Sculpture rigging & assembling

Bill To: CON065

CONSERVATION & LIQUIDATION OFFICE  
P.O. BOX 26894  
SAN FRANCISCO, CA 94126

Attn: MARY KIRK

Invoice Number:  
77121

Invoice Date:  
Jan 30, 2011

Salesman:

GSM

Customer Workorder:

Qty	U/M	Description	Unit Price	Extension
		12/6/10 3 MEN PACK/RETURN TO COOKES		1,029.00
		12/17/10 3 MEN PACK/RETURN TO COOKES		1,231.13
		ON SITE MATERIALS		1,068.00
		INVENTORY/WRAP/LABEL/PLACE IN STORAGE		1,580.25
		MATERIALS		42.50
		FUEL SURCHARGE		54.88
		PULL/INVENTORY/PHOTO		98.00
		WRAP		49.00
		MATERIALS		8.60
		RELEASE		49.00
		PO16428		
		COOKES CRATING INC. APPROVED		
		Kirk, Mary		
		2/3/2011		
		NO CONTRACT		
		998.65015 = \$1,580.25		
		998.65003 = \$2,511.01		
		998.65004 = \$1,119.10		
		998.65004		
		Kirk, Mary 2/3/2011		
		Pearce, Scott 2/4/2011		
		MATH CHECKED - Gandhi, Alan 2/1/2011		

PUC regulations require payments within seven days.  
Note: Please make all checks payable to Cooke's Crating, Inc.  
Mail to: P.O. Box 512817, Los Angeles, CA 90051-0817

SEE ATTACHED WORK ORDER

All invoices over 30 days are subject to a 1 1/2% (18% per annum) charge.

Thank you, we appreciate your business.

Subtotal	5,210.36
Sales Tax	109.11
Invoice Total	5,319.47

2/1/2011 11:35:40 AM



**cookes crating, inc.**

*Specialists in the fine art of handling Fine Arts*

3124 East Eleventh St.  
Los Angeles, CA 90023

Telephone: 323/268-5101  
Fax: 323/262-2001

RECEIVED  
2011 MAR -7 AM 10:06

Batch # 121377  
Doc # 79225  
\* Since 1974  
\* 84,000 sq. ft. of art storage  
\* Climate controlled air ride trucks  
\* Museum quality crating  
\* World-wide shipping  
\* Sculpture rigging & assembling

Bill To: CON065

CONSERVATION &  
CONSERVATION & LIQUIDATION OFFICE  
P.O. BOX 26894  
SAN FRANCISCO, CA 94126

Attn: MARY KIRK

Invoice Number:  
77282

Invoice Date:  
Feb 28, 2011

Salesman:

Customer Workorder:

Qty	U/M	Description	Unit Price	Extension
		PULL FROM STORAGE/VIEW/RETURN TO STORAGE 1-21-11		281.75
		PULL FROM STORAGE/VIEW/RECEIVE INBOUND/RETURN TO STORAGE 1-27-11		245.00
		RECEIVE INBOUND/INVENTORY/PLACE IN STORAGE 2-14-11		98.00
		COOKES CRATING INC. APPROVED Kirk, Mary 3/9/2011 NO CONTRACT 996.65015 <i>Kirk, Mary 3/9/2011</i>		
		See approved PO 16485 - Mary		
		<i>Pearce, Scott 3/18/2011</i>		
		MATH CHECKED - Gandhi, Alan 3/8/2011		

PUC regulations require payments within seven days.  
Note: Please make all checks payable to Cooke's Crating, Inc.  
Mail to: P.O. Box 512817, Los Angeles, CA 90051-0817

**SEE ATTACHED WORK ORDER**

*All invoices over 30 days are subject to a 1 1/2% (18% per annum) charge.*

Thank you, we appreciate your business.

Subtotal	624.75
Sales Tax	
Invoice Total	624.75

3/7/2011 12:00:20 PM



## **EXHIBIT 9**

# 12885

ART MOVERS, INC.  
3124 E. 11TH STREET  
LOS ANGELES, CA 90023-3608

Telephone: 323/268-5101  
Fax: 323/262-2001

Batch # 121071  
Doc # 79052

*Specialists in the fine art of handling Fine Arts*

RECEIVED

2011 FEB -3 AM 10:40  
\* Since 1974  
\* 84,000 sq. ft. of art storage  
\* Climate controlled air ride trucks  
\* Museum quality crating  
\* World-wide shipping  
\* Sculpture rigging & assembling

Bill To: CON010

CONSERVATION & LIQUIDATION OFFICE  
P.O. BOX 26894  
SAN FRANCISCO, CA 94126

CONSERVATION &

02.16.11  
See approved PO 16470

Invoice Number:  
74088

Invoice Date:  
Jan 31, 2011

Salesman:

Attn: MARY KIRK ←

Mary

GSM

Customer Workorder:

Qty	U/M	Description	Unit Price	Extension
		STORAGE EFF: 12-6-10		171.10
		STORAGE EFF: 12-17-10		296.61
		STORAGE JAN. 2011		817.00
		STORAGE FEB. 2011		817.00
		ART MOVERS, INC. APPROVED Kirk, Mary 2/16/2011 NO CONTRACT ← 996.65015		
		<i>Kirk, Mary 2/16/2011</i>		
		<i>Pearce, Scott 2/18/2011</i>		
		MATH CHECKED - Gandhi, Alan 2/17/2011		

PUC regulations require payments within seven days.  
Note: Please make all checks payable to Art Movers, Inc.  
Mail to: P.O. Box 513019, Los Angeles, CA 90051-1019

Subtotal	2,101.71
Sales Tax	
Invoice Total	2,101.71

All invoices over 30 days are subject to a 1 1/2% (18%/year) service charge.

Thank you, we appreciate your business.

2/3/2011 10:48:18 AM

ART MOVERS, INC.  
3124 E. 11TH STREET  
LOS ANGELES, CA 90023-3608

Telephone: 323/268-5101  
Fax: 323/262-2001

Batch # 121376

Doc # 79224

Specialists in the fine art of handling Fine Arts

RECEIVED

2011 MAR -3 AM 10:01

- \* Since 1974
- \* 84,000 sq. ft. of art storage
- \* Climate controlled air ride trucks
- \* Museum quality crating
- \* World-wide shipping
- \* Sculpture rigging & assembling

Bill To: CON010

CONSERVATION & LIQUIDATION OFFICE  
P.O. BOX 26894  
SAN FRANCISCO, CA 94126

Invoice Number:  
74300

Invoice Date:  
Mar 1, 2011

Attn: MARY KIRK

Salesman:

GSM

Customer Workorder:

Qty	U/M	Description	Unit Price	Extension
		STORAGE - MONTHLY - PO16428.		817.00
		ART MOVERS, INC. APPROVED Kirk, Mary 3/7/2011 NO CONTRACT 996.65015 <i>Kirk, Mary 3/7/2011</i> see approved PO 16482 - Mary <i>Pearce, Scott 3/18/2011</i>  MATH CHECKED - Gandhi, Alan 3/4/2011		

PUC regulations require payments within seven days.  
Note: Please make all checks payable to Art Movers, Inc.  
Mail to: P.O. Box 513019, Los Angeles, CA 90051-1019

Subtotal	817.00
Sales Tax	
Invoice Total	817.00

All invoices over 30 days are subject to a 1 1/2% (18%/year) service charge.

Thank you, we appreciate your business.

3/3/2011 12:51:35 PM

ART MOVERS, INC.  
3124 E. 11TH STREET  
LOS ANGELES, CA 90023-3608

Telephone: 323/268-5101  
Fax: 323/262-2001

*Specialists in the fine art of handling Fine Arts*

RECEIVED  
2011 APR -8 AM 10:34

- \* Since 1974
- \* 84,000 sq. ft. of art storage
- \* Climate controlled air ride trucks
- \* Museum quality crating
- \* World-wide shipping
- \* Sculpture rigging & assembling

Batch # 121719

Doc # 79403

Bill To: CON010

CONSERVATION & LIQUIDATION OFFICE

CONSERVATION & LIQUIDATION OFFICE  
P.O. BOX 26894  
SAN FRANCISCO, CA 94126

Invoice Number:  
74519

Invoice Date:  
Apr 1, 2011

Attn: MARY KIRK

Salesman:

GSM

Customer Workorder:

Qty	U/M	Description	Unit Price	Extension
		STORAGE - MONTHLY - PO16428 - ↑ ART MOVERS, INC. APPROVED Kirk, Mary 4/11/2011 NO CONTRACT 996.65015 <i>Kirk, Mary 4/11/2011</i> See approved PO - Mary <i>Pearce, Scott</i> 4/15/2011 MATH CHECKED - Gandhi, Alan 4/8/2011		817.00

PUC regulations require payments within seven days.  
Note: Please make all checks payable to Art Movers, Inc.  
Mail to: P.O. Box 513019, Los Angeles, CA 90051-1019

Subtotal	817.00
Sales Tax	
Invoice Total	817.00

All invoices over 30 days are subject to a 1 1/2% (18%/year) service charge.

Thank you, we appreciate your business.

4/8/2011 11:12:35 AM

Batch # 122029

Doc # 79593

ART MOVERS, INC.  
3124 E. 11TH STREET  
LOS ANGELES, CA 90023-3608

Telephone: 323/268-5101

Fax: 323/262-2001

Specialists in the fine art of handling Fine Arts

RECEIVED  
2011 MAY -4 AM 10:27

\* Since 1974

\* 84,000 sq. ft. of art storage

\* Climate controlled air ride trucks

\* Museum quality crating

\* World-wide shipping

\* Sculpture rigging &amp; assembling

Bill To: CON010

CONSERVATION &amp; LIQUIDATION OFFICE

CONSERVATION & LIQUIDATION OFFICE  
P.O. BOX 26894  
SAN FRANCISCO, CA 94126

Invoice Number:

74725

Invoice Date:

May 1, 2011

Salesman:

Attn: MARY KIRK

GSM

Customer Workorder:

Qty	U/M	Description	Unit Price	Extension
		STORAGE - MONTHLY - PO16428-		817.00
		ART MOVERS, INC. APPROVED Kirk, Mary 5/5/2011 NO CONTRACT 996.65015 <i>Kirk, Mary 5/5/2011</i>		
		05.05.11 See approved PO 16522 - Mary <i>Pearce, Scott 5/19/2011</i>		
		MATH CHECKED - Gandhi, Alan 5/4/2011		

PUC regulations require payments within seven days.  
Note: Please make all checks payable to Art Movers, Inc.  
Mail to: P.O. Box 513019, Los Angeles, CA 90051-1019

Subtotal	817.00
Sales Tax	
Invoice Total	817.00

All invoices over 30 days are subject to a 1 1/2% (18%/year) service charge.

Thank you, we appreciate your business.

5/4/2011 11:51:36 AM

ART MOVERS, INC.  
3124 E. 11TH STREET  
LOS ANGELES, CA 90023-3608

Telephone: 323/268-5101  
Fax: 323/262-2001

RECEIVED  
2011 JUN -8 AM 10:07

*Specialists in the fine art of handling Fine Arts*

- \* Since 1974
- \* 84,000 sq. ft. of art storage
- \* Climate controlled air ride trucks
- \* Museum quality crating
- \* World-wide shipping
- \* Sculpture rigging & assembling

Batch # 122299

Doc # 79762

Bill To: CON010

CONSERVATION & LIQUIDATION OFFICE  
P.O. BOX 26894  
SAN FRANCISCO, CA 94126

ART MOVERS, INC. APPROVED  
Kirk, Mary  
6/10/2011  
NO CONTRACT  
996.65015

Attn: MARY KIRK

*Kirk, Mary 6/10/2011*

Invoice Number:  
74942

Invoice Date:  
Jun 1, 2011

Salesman:

Customer Workorder:

Qty	U/M	Description	Unit Price	Extension
		STORAGE - MONTHLY - PO16428 ↑ PO. 16542 Approved - Mary <i>Pearce, Scott</i> <i>6/16/2011</i>		817.00
MATH CHECKED - Gandhi, Alan 6/8/2011				

PUC regulations require payments within seven days.  
Note: Please make all checks payable to Art Movers, Inc.  
Mail to: P.O. Box 513019, Los Angeles, CA 90051-1019

Subtotal	817.00
Sales Tax	
Invoice Total	817.00

All invoices over 30 days are subject to a 1 1/2% (18%/year) service charge.

Thank you, we appreciate your business.

6/8/2011 11:45:54 AM

ART MOVERS, INC.  
3124 E. 11TH STREET  
LOS ANGELES, CA 90023-3608

Telephone: 323/268-5101  
Fax: 323/262-2001

Specialists in the fine art of handling Fine Arts

RECEIVED

2011 JUL 11 AM 10:47

\* Since 1974  
\* 84,000 sq. ft. of art storage  
\* Climate controlled air ride trucks  
\* Museum quality crating  
\* World-wide shipping  
\* Sculpture rigging & assembling  
Batch # 122754  
Doc # 80031

Bill To: CON010

CONSERVATION & LIQUIDATION OFFICE

CONSERVATION & LIQUIDATION OFFICE  
P.O. BOX 26894  
SAN FRANCISCO, CA 94126

Invoice Number:  
75163

Invoice Date:  
Jul 1, 2011

Salesman:

Attn: MARY KIRK

PO 16554  
Approved  
Mary

Customer Workorder:

Qty	U/M	Description	Unit Price	Extension
		STORAGE - MONTHLY - PO16428 ART MOVERS, INC. APPROVED Kirk, Mary 7/18/2011 NO CONTRACT 996.65015 <i>Kirk, Mary 7/18/2011</i> <i>Pearce, Scott 7/20/2011</i>  MATH CHECKED - Gandhi, Alan 7/11/2011		817.00

PUC regulations require payments within seven days.  
Note: Please make all checks payable to Art Movers, Inc.  
Mail to: P.O. Box 513019, Los Angeles, CA 90051-1019

Subtotal	817.00
Sales Tax	
Invoice Total	817.00

All Invoices over 30 days are subject to a 1 1/2% (18%/year) service charge.

Thank you, we appreciate your business.

7/11/2011 10:57:01 AM

ART MOVERS, INC.  
3124 E. 11TH STREET  
LOS ANGELES, CA 90023-3608

Telephone: 323/268-5101  
Fax: 323/262-2001

Batch # 122898  
Doc # 80140

*Specialists in the fine art of handling Fine Arts*

RECEIVED  
2011 AUG -1 AM 10:10  
\* Since 1974  
\* 84,000 sq. ft. of art storage  
\* Climate controlled air ride trucks  
\* Museum quality crating  
\* World-wide shipping  
\* Sculpture rigging & assembling

Bill To: CON010

CONSERVATION & LIQUIDATION OFFICE  
P.O. BOX 26894  
SAN FRANCISCO, CA 94126

Attn: MARY KIRK

Invoice Number:  
75386

Invoice Date:  
Aug 1, 2011

Salesman:

Customer Workorder:

Qty	U/M	Description	Unit Price	Extension
		STORAGE - MONTHLY - PO16428- PO 16566 Approved ART MOVERS, INC. APPROVED Kirk, Mary 8/2/2011 NO CONTRACT 996.65015 <i>Kirk, Mary 8/2/2011</i> <i>Pearce, Scott 8/3/2011</i>  MATH CHECKED - Gandhi, Alan 8/1/2011		817.00

PUC regulations require payments within seven days.  
Note: Please make all checks payable to Art Movers, Inc.  
Mail to: P.O. Box 513019, Los Angeles, CA 90051-1019

Subtotal	817.00
Sales Tax	
Invoice Total	817.00

*All Invoices over 30 days are subject to a 1 1/2% (18%/year) service charge.*

Thank you, we appreciate your business.

8/1/2011 1:40:15 PM



ART MOVERS, INC.  
3124 E. 11TH STREET  
LOS ANGELES, CA 90023-3608

Telephone: 323/268-5101  
Fax: 323/262-2001

Specialists in the fine art of handling Fine Arts  
Batch # 123462

RECEIVED  
2011 SEP -6 AM 10:36:54  
\* Since 1974  
\* 84,000 sq. ft. of art storage  
\* Climate controlled air ride trucks  
\* Museum quality crating  
\* World-wide shipping  
\* Sculpture rigging & assembling

Bill To: CON010

CONSERVATION & LIQUIDATION OFFICE  
P.O. BOX 26894  
SAN FRANCISCO, CA 94126

Attn: MARY KIRK

CONSERVATION & LIQUIDATION OFFICE  
ART MOVERS, INC. APPROVED  
Kirk, Mary  
9/7/2011  
NO CONTRACT  
996.65015

*Kirk, Mary 9/7/2011*

Invoice Number:  
75607

Invoice Date:  
Sep 1, 2011

Salesman:

Customer Workorder:

Qty	U/M	Description	Unit Price	Extension
		STORAGE - MONTHLY - <del>PO16428</del> PO # 16583		817.00
		<i>Pearce, Scott</i> <i>9/14/2011</i>		
		MATH CHECKED - Gandhi, Alan 9/6/2011		

PUC regulations require payments within seven days.  
Note: Please make all checks payable to Art Movers, Inc.  
Mail to: P.O. Box 513019, Los Angeles, CA 90051-1019

Subtotal	817.00
Sales Tax	
Invoice Total	817.00

All invoices over 30 days are subject to a 1 1/2% (18%/year) service charge.

Thank you, we appreciate your business.

9/6/2011 10:36:54 AM

ART MOVERS, INC.  
3124 E. 11TH STREET  
LOS ANGELES, CA 90023-3608

Telephone: 323/268-5101  
Fax: 323/262-2001

Specialists in the fine art of handling Fine Arts

RECEIVED

2011 OCT -7 AM 10:39

\* Since 1974  
\* 84,000 sq. ft. of art storage  
\* Climate controlled air ride trucks  
\* Museum quality crating Batch #123852  
\* World-wide shipping Doc # 81761  
\* Sculpture rigging & assembling

Bill To: CON010

CONSERVATION &  
LIQUIDATION OFFICE

CONSERVATION & LIQUIDATION OFFICE  
P.O. BOX 26894  
SAN FRANCISCO, CA 94126

Invoice Number:  
75832

Invoice Date:  
Oct 1, 2011

Attn: MARY KIRK

Salesman:

Customer Workorder:

Qty	U/M	Description	Unit Price	Extension
		STORAGE - MONTHLY - PO # 16598 ART MOVERS, INC. APPROVED Kirk, Mary 10/11/2011 NO CONTRACT 996.65015 <i>Kirk, Mary 10/11/2011</i> <i>Pearce, Scott 10/19/2011</i>  MATH CHECKED - Gandhi, Alan 10/7/2011		817.00

PUC regulations require payments within seven days.  
Note: Please make all checks payable to Art Movers, Inc.  
Mail to: P.O. Box 513019, Los Angeles, CA 90051-1019

Subtotal	817.00
Sales Tax	
Invoice Total	817.00

All invoices over 30 days are subject to a 1 1/2% (18%/year) service charge.

Thank you, we appreciate your business.

10/7/2011 11:09:39 AM

ART MOVERS, INC.  
3124 E. 11TH STREET  
LOS ANGELES, CA 90023-3608

Telephone: 323/268-5101  
Fax: 323/262-2001

*Specialists in the fine art of handling Fine Arts*

RECEIVED  
2011 NOV 10 PM 1:13

\* Since 1974  
\* 84,000 sq. ft. of art storage  
\* Climate controlled air ride trucks  
\* Museum quality crating  
\* World-wide shipping  
\* Sculpture rigging & assembling  
Batch # 124388  
Doc # 82235

Bill To: CON010

CONSERVATION & LIQUIDATION OFFICE  
P.O. BOX 26894  
SAN FRANCISCO, CA 94126

Invoice Number: 76058

Invoice Date: Nov 1, 2011

Attn: MARY KIRK

Salesman:

Customer Workorder:

Qty	U/M	Description	Unit Price	Extension
		STORAGE - MONTHLY - ART MOVERS, INC. APPROVED Kirk, Mary 11/28/2011 NO CONTRACT 996.65015  <i>Kirk, Mary 11/28/2011</i>  <i>Pearce, Scott</i> <i>12/4/2011</i>  MATH CHECKED - Gandhi, Alan 11/10/2011		817.00

PUC regulations require payments within seven days.  
Note: Please make all checks payable to Art Movers, Inc.  
Mail to: P.O. Box 513019, Los Angeles, CA 90051-1019

Subtotal	817.00
Sales Tax	
Invoice Total	817.00

All Invoices over 30 days are subject to a 1 1/2% (18%/year) service charge.

Thank you, we appreciate your business.

11/10/2011 2:18:40 PM

ART MOVERS, INC.  
3124 E. 11TH STREET  
LOS ANGELES, CA 90023-3608

Telephone: 323/268-5101  
Fax: 323/262-2001

*Specialists in the fine art of handling Fine Arts*

RECEIVED  
2011 DEC 14  
Since 1974  
\* 84,000 sq. ft. of art storage  
\* Climate controlled air ride trucks  
\* Museum quality crating  
\* World-wide shipping  
\* Sculpture rigging & assembling  
Batch # 124688  
Doc # 82404

CONSERVATION &  
LIQUIDATION OFFICE

Bill To: CON010

CONSERVATION & LIQUIDATION OFFICE  
P.O. BOX 26894  
SAN FRANCISCO, CA 94126

Invoice Number:  
76294

Invoice Date:  
Dec 1, 2011

Salesman:

Attn: MARY KIRK

Will get PO signed today - Mary

Customer Workorder:

Qty	U/M	Description	Unit Price	Extension
		STORAGE - MONTHLY		744.40
		ART MOVERS, INC. APPROVED Kirk, Mary 12/16/2011 NO CONTRACT 996.65015 <i>Kirk, Mary 12/16/2011</i> <i>Pearce, Scott 1/7/2012</i>		
		MATH CHECKED - Gandhi, Alan 12/14/2011		

PUC regulations require payments within seven days.  
Note: Please make all checks payable to Art Movers, Inc.  
Mail to: P.O. Box 513019, Los Angeles, CA 90051-1019

Subtotal	744.40
Sales Tax	
Invoice Total	744.40

All invoices over 30 days are subject to a 1 1/2% (18%/year) service charge.

Thank you, we appreciate your business.

12/14/2011 11:12:06 AM

## **EXHIBIT 10**

## CONSULTANT BILLING SHEET

Consultant: Joshua B. Solomon, Esq.

Estate: Golden State Mutual Life

Contract Number: 0900-11068

Billing Period: December 1, 2009 through December 31, 2009

Date	Detail	Hours	Amount
12/1/2009	Telecon w/Harrington re: removal of mainframe on Thursday & paper goods requested by Paramount; Brief telecons w/Paramount rep., Joel Prihoda, & his prop supplier, Grant Dolan, re: timing of removal of assets & coordination w/Ranftl; Prepared and sent draft of Phase One schedule to Mojabi for review.	2	\$200.00
12/2/2009	Brief telecon w/Mojabi re: draft schedule, removal of mainframe & other large equipment, Phase One clean-up plans, etc.	0.25	\$25.00
12/3/2009	Mainframe/large equipment move; Telecon w/Mojabi re: same.	8.25	\$825.00
12/4/2009 through 12/7/2009	Received & reviewed e-mail from Dolan re: Paramount's purchase, followed up w/same re: same; Made tentative alternative arrangements for pickup of small electronics w/Ranftl; Notified GSM security that pickup of remainder of large equipment scheduled for 12/8; Coordinated pickup/sale of paper goods to Paramount w/Prihoda & Dolan; Multiple telecons w/Mojabi re: preparing/expanding written schedule.	2	\$200.00
12/8/2009	Went to GSM to meet mainframe removal contractor/possibly coordinate removal of small electronics; Made alternate arrangements via Ranftl for removal of small electronics, continued to gather/stage same; Met w/GSM representatives in each department re: waste paper for removal by Paramount; Worked w/Paramount workforce & GSM employees to gather/remove non-essential, non-confidential printed paperwork, binders, etc. from each floor of building; Met/toured building w/Ranftl & Williams architectural salvage expert, Scott Bogatz.	9.25	\$925.00
12/9/2009	Meeting w/Pearce, Holloway & Mojabi re: clean-up/asset removal schedule; Spoke w/Prihoda re: potential add'l assets needed by Paramount & formalized payment arrangements for paper goods; Briefly swept building for additional small electronics for pickup.	2.75	\$275.00

**PAID**  
79429

12/10/2009	Oversaw small equipment removal by Ranftl contractor K.W., arranged data destruction & discussed metal recycling removal w/same; Met w/Brown re: upcoming schedule & management of clean-up by GSM laborers (Larry & K.T.) & formulated plan to coordinate next clean-up/organization phases w/GSM department heads, met w/Holloway re: same; Provided instructions to Larry re: upcoming projects & specific items to be removed or staged, walked relevant departments w/same re: same; Contacted paper recycler to try to arrange bin delivery; Briefly updated Mojabi re: progress, obtained authorization to contract data destruction from same.	8.75	\$875.00
12/11/2009	Met w/vintage furniture dealer J.C. re: potential asset sales, toured entire building w/same.	2.25	\$225.00
12/14/2009	Met w/Brown to finalize plans for meeting w/department heads re: clean-up project, locate staging area to sort/view historical/valuable goods, progress of Larry/K.T., etc.; Met w/Flinck to discuss gathering/sorting/inventorying historical documents & tour art locker; Took visual inventory of metal scrap in basement & storage areas, contacted K.W. to arrange removal of same; Called again re: recycling bins.	4.5	\$450.00
12/15/2009	Began organizing staging area for historical documents, coordinated clean-up of main staging area; Telecon w/Ranftl re: recycling issues & furniture sales; Viewed previously unseen areas of building w/Harrington; Finalized details of next phase clean-up project w/Brown, along w/Brown met w/heads of every department re: locating/organizing/marketing assets & paperwork for storage, destruction, disposal, etc., provided tags & basic instructions for same; Reviewed Larry/K.T.'s clean-up progress, discussed same w/same.	6.75	\$675.00
12/16/2009	Met w/Michael Weiss, Pearce, Holloway & Brown to discuss document destruction/preservation, toured building in connection w/same; Worked w/Brown to expedite clean up process.	4.5	\$450.00
12/17/2009	Reviewed, signed & Returned data destruction certificates from/to 7K Computers, Inc. (aka, K.W.); Worked on various aspects of clean up project w/Brown, Larry & K.T.; Met w/various department heads re: questions about identifying documents and assets for disposal, retention, etc.; Worked w/Flinck to begin organizing review of historical documents, photographs, artwork, etc.; Set up areas where Flinck et al. could store/examine assets & documents to determine disposition; Arranged delivery of GRM storage boxes w/Mojabi & Kirk; Located potential paying paper recycler, set up system for temporary storage of recyclable goods.	7.25	\$725.00

12/18/2009	Worked w/Brown, K.W. et al. to remove recyclable metal scrap from building; Continued work organizing historical documents, etc. w/Flinck; Photographed non-vintage furniture for soliciting bids from resellers.	7.5	\$750.00
12/28/2009	Telecon w/Mojabi re: upcoming visit; Spoke w/K.W. re: removal of remaining metal scrap from fan room; Telecon w/Brown re: clean up progress, upcoming tasks, lower basement inventory, etc.	1.5	\$150.00
12/29/2009	Toured GSM w/Mojabi to review clean up progress to date; Met w/Brown to discuss improving clean up project speed/efficiency, staffing issues, lower basement inventory, etc.; Contacted Fily Martinez to work on clean up project; Contacted Ranftl to arrange meeting w/Mojabi.	5	\$500.00
12/30/2009	Gathered tools/supplies w/Martinez, traveled to GSM w/same, familiarized him w/office & clean up project, had him begin working w/Larry & K.T. on emptying fan room; Purchased add'l clean up supplies at Home Depot; Met w/Mojabi & Ranftl to discuss asset sales/disposal; Met w/Pearce, Holloway, Mojabi & Brown to discuss status of current & upcoming projects; Discussed plans to release K.T. w/Brown.	6	\$600.00
12/31/2009	Continued oversight of fan room clean up, picked up add'l supplies from Home Depot for same; Began downloading/organizing photos of GSM assets to use for soliciting buyers; Identified multiple infections in Flinck's workstation, began process of cleaning out same; Met w/various GSM employees re: status of clean up project(s).	6.5	\$650.00

Total Hours: 85 (F)

Net Due: \$8,500.00 (F)

Consultant Signature

Supervisor/Manager/Officer Approval

Date

Date

PAID  
79429

approved  
1/13/10  
I have reviewed,  
dated & confirmed to the  
contract.

Joe Kelly  
1-13-10




Attachments can contain viruses that may harm your computer. Attachments may not display correctly.

**Holloway, Joe**

**From:** Mojabi, Mohammed  
**To:** Holloway, Joe  
**Cc:** Pearce, Scott  
**Subject:** FW: December 2009 GSM Billing.

**Sent:** Wed 1/13/2010 3:36 PM

**Attachments:**  JSolomon 12-2009 GSM Billing.pdf(35KB)

Joe, I've reviewed and approve December invoice. Let me know if you have any questions.

Mohammed

---

**From:** Joshua Solomon [mailto:JSolomon@FTR.COM]  
**Sent:** Sunday, January 10, 2010 10:25 PM  
**To:** Mojabi, Mohammed  
**Subject:** December 2009 GSM Billing.

Hey Mojo,

Attached is my December bill. Hopefully, it will meet with your approval. If not, please let me know right away.

Joshua

P.S. I got the freight elevator working. The total cost was around \$500.00.

## CONSULTANT BILLING SHEET

Consultant: Joshua B. Solomon, Esq.

Estate: Golden State Mutual Life

Contract Number: 0900-11068

Billing Period: January 1, 2010 through January 31, 2010

Date	Detail	Hours	Amount
1/4/2010	Obtained/provided tools/supplies/instructions for final clean up of fan room; Continued malware removal on Flinck's workstation; Drafted and submitted summary of project completion objectives through January 15th to Pearce.	3	\$300.00
1/5/2010	Received and responded to Inquiry from Pearce re: organization of supplies; Oversaw completion of fan room clean up; Had Martinez, et al. clean out freight elevator, and move on to small outside storage room; Researched freight elevator repair, located mechanic and worked w/same to determine minimum necessary repairs/test machine; Researched hydraulic fluid disposal rules, located and arranged pick-up of 55 gal. drums for storage/removal of same; Sorted and organized misc. items of potential value located by crew during clean up process; Telecon w/Ranftl re: payment for items recently picked up and processing of mainframe check, provided latter to Brown for deposit.	7.5	\$750.00
1/6/2010	<div style="text-align: center;"><del>PAID</del></div> Supervised/obtained materials for cleaning of freight elevator reservoir; Had crew clean out remaining exterior storage areas; Arranged meeting w/J.C. to go through vintage furniture ready for immediate sale; Researched/sourced soluble oil necessary for freight elevator repair, arranged for mechanic to return to complete repair of same; Examined holes in elevator fluid reservoir located by Martinez, obtained material for repair of same; Telecon w/Flinck re: upcoming meetings/projects; Completed removal of malware, etc. from Flinck's workstation.	6.5	\$650.00
1/8/2009	Patched freight elevator's fluid reservoir, worked w/Martinez to complete cleaning of hydraulic system, worked w/mechanic to complete repairs/adjustments to same; Started crew on clean up/organization of GSM office supplies; Began removal of malware from Brown's workstation; Discussed status of departmental clean up projects w/Brown.	4	\$400.00
1/11/2010	Worked on removal of malware from Brown's workstation; Worked w/Houston to provide network connection for "law library" office; Met briefly w/Pearce & Holloway to discuss general progress & disposition of art works.	3	\$300.00

1/12/2010	Meeting w/former GSM employee DeVeaux, Flinck & Holloway re: art tours, etc.; Met w/vintage furniture dealer re: sale/pickup of desk, cabinets, chairs, etc. in staging room, consulted w/same re: sale of modern furniture; Contacted Ranftl re: picking up latest batch of old electronics; Met briefly w/Harrington re: clearing out area currently used by GSM West; Contacted architectural antiques expert Bogatz re: GSM art collection, sent photos and inventory of same to same; Telecon w/Mojabi re: monthly progress, issue w/Iron Mountain bill, etc.; Exchanged e-mails w/Kirk re: Iron Mountain bill; Paid/submitted check requests for temporary labor force.	5.5	\$550.00
1/13/2010	Contacted Paramount rep re: payment status; Worked w/Ranftl to remove saleable electronics from staging area and basement, obtained/submitted partial payment for same; Contacted K.W. to arrange pickup of latest batch of electronic waste; Worked briefly on de-bugging Brown's workstation.	3.5	\$350.00
1/14/2009	Met w/Brown to discuss shredding issues, departments' clean up progress, etc.; Began sorting and organizing historical documents and photographs in staging area, worked w/Flinck on same; Responded to follow-up e-mail from Bogatz re: art collection; Met w/Harrington to discuss issues relating to disposal of sensitive documents.	3	\$300.00
1/15/2010	Verified Internet connectivity in room adjacent to law library, attempted to extend connection using existing (abandoned) telephone/network wiring; Rescheduled electronic waste pickup; Spoke briefly w/Flinck re: his follow-up meeting w/DeVeaux	2	\$200.00
1/19/2010	Met K.W. at GSM to coordinate removal of latest batch of electronic waste; Ran new ethernet connection into law library; Met briefly w/Flinck to discuss organization of historical materials; Met briefly w/Brown to discuss sorting of unneeded materials by departments for destruction or recycling; Telecon w/Mojabi re: planning upcoming phases & ensuring GSM's inventory of files to be sent to storage complies w/CLO standard, followed up w/Brown re: latter.	5	\$500.00
1/20/2010	Met w/J.C. et al. at GSM to discuss sale of vintage furniture, which items he would take, alternative buyers for non-vintage items and scheduling pickup of his purchase; Met briefly w/Brown to go over tasks to be completed while I'm away.	2	\$200.00

1/21/2010	Telecon w/Mojo re: upcoming CLO visit, inventory details, GSM West move, etc.; Spoke w/J.C. re: sale of certain GSM West items; Spoke w/Brian Giannunzio (CG Office Furniture) regarding his interest in GSM West items; Arranged meeting b/w Giannunzio and Brown to facilitate swift removal of assets from GSM West office; Telecon w/Brown re: GSM West move, meeting w/Giannunzio and to discuss specific information that must be captured for file inventory.	2.25	\$225.00
1/25/2010	Met w/Mojabi at CLO to discuss next phases of GSM project, box inventory and bar-coding details, scheduling, status of ongoing work, etc.; Met w/Dalmacio to go over/obtain CLO standard inventory spreadsheet for use at GSM; Confirmed date and time for pickup of vintage furniture w/J.C.'s associate, Russell Chemerisov.	3	\$300.00
1/27/2010	Supervised pickup of vintage furniture from staging area and GSM West; Confirmed furniture pickup by Giannunzio, and meeting w/his metal salvage contractor, Melvin Hill.	5.5	\$550.00
1/28/2010	Worked w/Brown, Harrington, et al. on GSM West move and arranging final cleanup of vacated area; Met w/Giannunzio and Hill, toured building w/same to identify add'l items for sale or removal as scrap, arranged details of scrap removal w/Hill, including delivery of roll-off bin; Contacted Chemerisov re: pickup of vintage furniture which could not be removed previous day; Met w/Ranftl and another potential furniture buyer, K.C. and walked building w/same; Consulted w/Ranftl to verify all items identified as scrap were of no value for individual sale; Located add'l historical documents, had Flinck place same in vault; Sent Brown a copy of the CLO inventory template via e-mail.	6.5	\$650.00
1/29/2010	Met w/Hill to receive roll-off bin, supervised removal of scrap materials from GSM West by same; Assisted w/removal of remaining items from GSM West, staged saleable items for pickup; Contacted Ranftl re: sale of old phone equipment located in GSM West office.	4	\$400.00
1/30/2009	Supervised removal of scrap metal items from staging area, fan room, second floor offices and basement by Hill and hired crew; Arranged for clean-up of debris left after removal of rusted metal from basement. <u>NOTE: HOURS ADJUSTED TO REIMBURSE \$300.00 PAID OUT OF POCKET FOR HIRED LABOR.</u>	8	\$800.00

Total Hours: 74.25

Net Due: \$7,425.00

Consultant Signature

Supervisor/Manager/Officer Approval

2/6/2010  
Date  
2/11/10  
Date

(F)  
I agree the  
rate to the contract  
for the work  
of removal pay of  
the invoice

Attachments can contain viruses that may harm your computer. Attachments may not display correctly.

**Holloway, Joe**

**From:** Mojabl, Mohammed

**Sent:** Tue 2/9/2010 4:23 PM

**To:** Holloway, Joe

**Cc:**

**Subject:** FW: January 2010 GSM Billing.

**Attachments:** ..\JSolomon 1-2010 GSM Billing.pdf(36KB)

Joe, I have reviewed the Invoice and approve the hours.

Mohammed

-----Original Message-----

**From:** Joshua Solomon [mailto:[jsolomon@FTRINS.COM](mailto:jsolomon@FTRINS.COM)]

**Sent:** Saturday, February 06, 2010 4:41 PM

**To:** Mojabl, Mohammed

**Subject:** January 2010 GSM Billing.

See attached.

1/21/2010	Telecon w/Mojo re: upcoming CLO visit, inventory details, GSM West move, etc.; Spoke w/J.C. re: sale of certain GSM West items; Spoke w/Brian Giannunzio (CG Office Furniture) regarding his interest in GSM West items; Arranged meeting b/w Giannunzio and Brown to facilitate swift removal of assets from GSM West office; Telecon w/Brown re: GSM West move, meeting w/Giannunzio and to discuss specific information that must be captured for file inventory.	2.25	\$225.00
1/25/2010	Met w/Mojabi at CLO to discuss next phases of GSM project, box inventory and bar-coding details, scheduling, status of ongoing work, etc.; Met w/Dalmacio to go over/obtain CLO standard inventory spreadsheet for use at GSM; Confirmed date and time for pickup of vintage furniture w/J.C.'s associate, Russell Chemerisov.	3	\$300.00
1/27/2010	Supervised pickup of vintage furniture from staging area and GSM West; Confirmed furniture pickup by Giannunzio, and meeting w/his metal salvage contractor, Melvin Hill.	5.5	\$550.00
1/28/2010	Worked w/Brown, Harrington, et al, on GSM West move and arranging final cleanup of vacated area; Met w/Giannunzio and Hill, toured building w/same to identify add'l items for sale or removal as scrap, arranged details of scrap removal w/Hill, including delivery of roll-off bin; Contacted Chemerisov re: pickup of vintage furniture which could not be removed previous day; Met w/Ranftl and another potential furniture buyer, K.C. and walked building w/same; Consulted w/Ranftl to verify all items identified as scrap were of no value for individual sale; Located add'l historical documents, had Flinck place same in vault; Sent Brown a copy of the CLO inventory template via e-mail.	6.5	\$650.00
1/29/2010	Met w/Hill to receive roll-off bin, supervised removal of scrap materials from GSM West by same; Assisted w/removal of remaining items from GSM West, staged saleable items for pickup; Contacted Ranftl re: sale of old phone equipment located in GSM West office.	4	\$400.00
1/30/2009	Supervised removal of scrap metal items from staging area, fan room, second floor offices and basement by Hill and hired crew; Arranged for clean-up of debris left after removal of rusted metal from basement. <b>NOTE: HOURS ADJUSTED TO REIMBURSE \$300.00 PAID OUT OF POCKET FOR HIRED LABOR.</b>	8	\$800.00

Total Hours: 74.25

Net Due: \$7,425.00

Consultant Signature

Supervisor/Manager/Officer Approval

Page 3

2/6/2010

Date

2/11/10

Date

(F)  
I approved the  
invoice to the contract  
for the work  
I recommend payment  
of the invoice.

Approved  
David M. [Signature]  
2/11/10



## CONSULTANT BILLING SHEET

Consultant: Joshua B. Solomon, Esq.

Estate: Golden State Mutual Life

Contract Number: 0900-11068

Billing Period: February 1, 2010 through February 28, 2010

Date	Detail	Hours	Amount
2/1/2010	Went to GSM to supervise removal of remaining vintage furniture from staging area by J.C.'s crew; Organized workspace, met briefly w/Donovan, Brown and Flinck while there; Addressed minor GSM West layout dispute w/Harrington - NO CHARGE.	0	\$0.00
2/4/2010	Telecon w/Mojabi re: inventory staffing, imaging resources, asset sales, etc.; Telecon w/Flinck re: ongoing gathering and organization of historical items, resources for assistance, potential interested parties, etc.; Telecon w/Brown re: inventory procedure and staffing; possible imaging project, etc.; Brief telecon w/Holloway re: meeting to discuss file removal/inventory and payment of labor fees for scrap metal removal.	2	\$200.00
2/5/2010	Met w/Flinck re: upcoming projects/meetings relating to gathering/organization of historical items; Met w/Flinck and DeVeaux re: possible public event at GSM; Met briefly w/Brown to update him on immediate action necessary in connection w/file inventory/storage project; Met briefly w/Holloway to update him on DeVeaux, file project, etc.; Updated and removed malware from Harrington's workstation.	3.5	\$350.00
2/8/2010	Met w/Brown to go through lower basement files to prepare for making disposition recommendation(s) and data capture requirements; Met w/Flinck to discuss upcoming meeting(s) re: historical documents & artwork; Located add'l historical documents in lower basement; Checked on water damage to building and files from weekend rains (NO CHARGE for this item).	2	\$200.00
2/9/2010	Exchanged e-mails w/Cherisov re: payment for vintage furniture; Had Daniels start researching GSM library book values; Brought in Martinez to clean up various sections of basement, supervised same; Worked w/Brown and Harrington on file inventory/storage/ shredding project; Located and set aside numerous historical documents; Spoke w/DeVeaux about revised event plans, followed up w/Flinck re: same; Spoke w/Flinck re: preservation/ identification/organization of historical documents and newly discovered artwork. <u>NOTE: HOURS ADJUSTED TO COVER MONIES PAID OUT OF POCKET TO DANIELS &amp; MARTINEZ.</u>	9	\$900.00
2/10/2010	Followed up w/Brown, Flinck, GSM security & Holloway re: DeVeaux's revised event plans; Met w/Brown and Wadibia re: file destruction/inventory details; Met w/art historian Paul Von Blum at UCLA re: GSM art & preservation of historical items; Reviewed inventory of GSM archives at UCLA; Met w/William Pajaud and his wife at their home re: recently uncovered Biggers works and assisting w/historical preservation; Continued supervision of basement cleanup. <u>NOTE: HOURS ADJUSTED TO COVER MONIES PAID OUT OF POCKET TO DANIELS &amp; MARTINEZ.</u>	9.75	\$975.00


2/11/2010	Removed, sorted and organized art works, historical items and saleable materials from lower basement; Met w/Brown and Holloway to review and discuss the categories of files slated for immediate destruction; Discussed upcoming event details w/DeVeaux and Hines. <u>NOTE: HOURS ADJUSTED TO COVER MONIES PAID OUT OF POCKET TO MARTINEZ.</u>	7.5	\$750.00
2/12/2010	Met w/Weiss and various representatives of Building owner to examine murals, led Owner's historical consultant on roof to sub-basement tour; Met w/Flinck, Hines and DeVeaux re: Monday's event; Met briefly w/Weiss and Brown to discuss file destruction; Spoke briefly w/Weiss re: building security; Provided Donovan w/extremely brief informal response to Pearce's progress inquiry.	5.5	\$550.00
2/15/2010	Supervised, participated in and assisted set-up and tear-down of "Old Timers" gathering put on by DeVeaux. Met briefly with former GSM officers, Houston, Johns and Cochran; Assigned several new "finds" to Daniels to determine significance/value. <u>NOTE: HOURS ADJUSTED TO COVER MONIES PAID OUT OF POCKET TO DANIELS.</u>	9.25	\$925.00
2/17/2010	Spoke w/Donovan re: formal progress report for Pearce. Extended telecon w/Mojabi re: upcoming visit by CLO personnel, file inventory, etc.; Worked w/Flinck finding/sorting artwork and historical documents in lower basement; Met w/Daniels to discuss mechanism and terms for selling books and other assets; Briefly discussed upcoming file inventory/visit by CLO personnel w/S.K. Jones. <u>NOTE: HOURS ADJUSTED TO COVER MONIES PAID OUT OF POCKET TO DANIELS.</u>	6.25	\$625.00
2/18/2010	Obtained contact info for prior building owner, Joseph Haydel, from Brown, attempted to contact same via telephone; L/M for Weiss re: file destruction; Spoke w/Holloway about file destruction, data recovery from failed GSM drive and updated him on progress; Went through 5th floor vault, removed and sorted numerous historical items, and personal property belonging to Houstons; Telecon w/DeVeaux re: providing documentation to support expenses from event, etc. <u>NOTE: HOURS ADJUSTED TO COVER MONIES PAID OUT OF POCKET TO DANIELS.</u>	6.5	\$650.00
2/19/2010	Spoke at length with Haydel and the broker who handled both the purchase and sale of building to Haydel, et al., Daron Campbell, about the specifics of the sales, and their understanding(s) of what was transferred, discussed obtaining copies of sales documents from Campbell, sent him contact info in connection w/same; Briefly researched person purportedly behind purchase by Dudley Ventures, Dexter Henderson; Reviewed purchase inventory/prices sent by Chemerisov, researched asset values online.	3	\$300.00
2/20/2010 through 2/21/2010	Performed data recovery on GSM hard drive, reviewed and sorted recovered files and burned same to disk for Holloway; Attempted to gain access to locked GSM vaults using recently located combinations.	5.25	\$525.00



2/22/2010	Went through staging area w/Daniels, showed him last of the assets that require research (for now); Attempted to contact Cambell re: building sales documents; Discussed issues pertaining to building, art work, historical items, etc. w/Pearce; Located and sorted additional historical items; Determined approximate box count for files in basement and provided same to Donovan per Kirk's request.	7.25	\$725.00
2/23/2010	Met w/Mojabi, Kirk, Dalmacio & GSM staffers re: file organization, inventory, etc.; Toured building w/Mojabi to go over progress and upcoming tasks.	4.5	\$450.00
2/24/2010	Meetings w/Mojabi and Mojabi, Kirk & Dalmacio re: issues relating to file inventory, and producing comprehensive plan for upcoming projects; Met w/Pearce to discuss broad plan and tentative ideas for dealing with remaining material assets; Extended meeting w/Brown to discuss broad spectrum of issues relating to upcoming announcement of sale, staffing issues and asset disposal; Spoke w/Haydel re: Campbell's failure to respond as promised, and had extended conversation about his understanding of details of sale to Dudes and his group's interaction w/original buyer of building from GSM; Reviewed portion of historical photos w/N.A. Houston, Brown & Hines in effort to identify individuals, events, etc.; Reponded to inquiries from Daniels re: sale(s) of specific items, and authorization to do so; Received event expenditure documentation from DeVeaux. NOTE: Daniels working in sales capacity, off GSM clock this day.	7	\$700.00
2/25/2010	Began organizing papers and photographs in law library in anticipation of visit by I.J. and I.A. Houston; Worked w/Brown to deal with accessing damaged basement vault, had locksmith install unique lock in law library entrance, provided key to same to Hines.	3	\$300.00
2/26/2010	Attended announcement of sale to IA American by CLO to GSM staff.	2	\$200.00

Total Hours: 93.25

Net Due: \$9,325.00

  
\_\_\_\_\_  
Consultant Signature

\_\_\_\_\_  
Supervisor/Manager/Officer Approval

**PAID**  
79962


3/4/2010  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

2/22/2010	Went through staging area w/Daniels, showed him last of the assets that require research (for now); Attempted to contact Cambell re: building sales documents; Discussed issues pertaining to building, art work, historical items, etc. w/Pearce; Located and sorted additional historical items; Determined approximate box count for files in basement and provided same to Donovan per Kirk's request.	7.25	\$725.00
2/23/2010	Met w/Mojabi, Kirk, Dalmacio & GSM staffers re: file organization, inventory, etc.; Toured building w/Mojabi to go over progress and upcoming tasks.	4.5	\$450.00
2/24/2010	Meetings w/Mojabi and Mojabi, Kirk & Dalmacio re: issues relating to file inventory, and producing comprehensive plan for upcoming projects; Met w/Pearce to discuss broad plan and tentative ideas for dealing with remaining material assets; Extended meeting w/Brown to discuss broad spectrum of issues relating to upcoming announcement of sale, staffing issues and asset disposal; Spoke w/Haydel re: Campbell's failure to respond as promised, and had extended conversation about his understanding of details of sale to Dudles and his group's interaction w/original buyer of building from GSM; Reviewed portion of historical photos w/N.A. Houston, Brown & Hines in effort to identify individuals, events, etc.; Responded to inquiries from Daniels re: sale(s) of specific items, and authorization to do so; Received event expenditure documentation from DeVeaux. NOTE: Daniels working in sales capacity, off GSM clock this day.	7	\$700.00
2/25/2010	Began organizing papers and photographs in law library in anticipation of visit by I.J. and I.A. Houston; Worked w/Brown to deal with accessing damaged basement vault, had locksmith install unique lock in law library entrance, provided key to same to Hines.	3	\$300.00
2/26/2010	Attended announcement of sale to IA American by CLO to GSM staff.	2	\$200.00

Total Hours: 93.25

Net Due: \$9,325.00

  
\_\_\_\_\_  
Consultant Signature

**PAID**  
**79962**

3/4/2010  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor/Manager/Officer Approval

\_\_\_\_\_  
Date

*Approved*  
*3/15/10*  
*[Signature]*

*OK*  
*Joanneely*  
*3-15-10*

**Donovan, Todd**

---

**From:** Holloway, Joe  
**Sent:** Monday, March 15, 2010 1:13 PM  
**To:** Donovan, Todd; Pearce, Scott  
**Cc:** Wilson, David  
**Subject:** RE: Joshua Solomon Invoice

Todd,

David and I signed the invoice and gave it to Scott totake to Golden State tomorrow.

Joe Holloway  
On-Site Manager for the Conservator  
Golden State Mutual Life Insurance Company in Conservation  
323-419-3644  
[hollowayj@caclo.org](mailto:hollowayj@caclo.org)

---

**From:** Donovan, Todd  
**Sent:** Mon 3/15/2010 11:50 AM  
**To:** Pearce, Scott; Holloway, Joe  
**Cc:** Wilson, David  
**Subject:** RE: Joshua Solomon Invoice

Dear Joe and David,

Can you please review and approve the attached Invoice via email?

Thank you,

Todd

---

**From:** Pearce, Scott  
**Sent:** Monday, March 15, 2010 11:42 AM  
**To:** Donovan, Todd; Holloway, Joe  
**Cc:** Wilson, David  
**Subject:** FW: Joshua Solomon Invoice

Todd:

I have reviewed and discussed the attached bill with Mohammed and Joshua. The bill is approved for payment please get the proper approvals from David and Joe. I also have Joshua's last progress report that aligns with this bill.

Scott

---

**From:** Mojabi, Mohammed  
**Sent:** Wednesday, March 10, 2010 4:45 PM  
**To:** Pearce, Scott  
**Subject:** Joshua Solomon Invoice

Hi Scott,

Attached is Joshua's invoice for your approval. In the past David has asked that I review and approve the invoice via email before Joe signs off. I've reviewed this invoice and agree with the charges. Let me know if you need additional information.

Mohammed

---

**From:** Joshua Solomon [mailto:jsolomon@frontierpacificinsurance.com]  
**Sent:** Wednesday, March 10, 2010 2:59 PM  
**To:** Mojabi, Mohammed  
**Subject:** Heading! Upstairs Now.

Will call from car on my way to PT. Attached is revised billing. I had a hell of a time doing this remotely with my old Pentium III laptop with its outdated software. Make sure it opens.

J

**Donovan, Todd**

---

**From:** Pearce, Scott  
**Sent:** Monday, March 15, 2010 11:42 AM  
**To:** Donovan, Todd; Holloway, Joe  
**Cc:** Wilson, David  
**Subject:** FW: Joshua Solomon Invoice  
**Attachments:** JSolomon 2-2010 GSM Billing 2.pdf

Todd:

I have reviewed and discussed the attached bill with Mohammed and Joshua. The bill is approved for payment please get the proper approvals from David and Joe. I also have Joshua's last progress report that alligns with this bill.

Scott

---

**From:** Mojabl, Mohammed  
**Sent:** Wednesday, March 10, 2010 4:45 PM  
**To:** Pearce, Scott  
**Subject:** Joshua Solomon Invoice

Hi Scott,

Attached is Joshua's invoice for your approval. In the past David has asked that I review and approve the invoice via email before Joe signs off. I've reviewed this invoice and agree with the charges. Let me know if you need additional information.

Mohammed

---

**From:** Joshua Solomon [mailto:jsolomon@frontierpacificinsurance.com]  
**Sent:** Wednesday, March 10, 2010 2:59 PM  
**To:** Mojabl, Mohammed  
**Subject:** Headingl Upstairs Now.

Will call from car on my way to PT. Attached is revised billing. I had a hell of a time doing this remotely with my old Pentium III laptop with its outdated software. Make sure it opens.

J

**PAID**  
79962

## CONSULTANT BILLING SHEET

Consultant: Joshua B. Solomon, Esq.

Estate: Golden State Mutual Life

Contract Number: 0900-11068

Billing Period: March 1, 2010 through March 31, 2010

Date	Detail	Hours	Amount
3/1/2010	Arranged meeting w/I.J. Houston to hand over personal items, discuss preservation options for GSM assets; Reviewed boxes of GSM documentary material assembled by former GSM P.R. representative, Bill Pajaud; Worked on organization of law library/prepping GSM laptop for use in project [Last items 3 hours NO CHARGE].	2	\$200.00
3/2/2010	Met w/Flinck and DeVaux to discuss nature and timing of possible second event for GSM "Old Timers," and DeVaux's art tours; Worked with Flinck to organize photos and documents for review/identification by the Houstons, confirmed attendance by I.A. Houston, and topics for discussion; Worked with Flinck to view and identify remaining items in the "caged" area in lower basement; Met briefly w/Pearce to verify assets/licenses/rights retained by GSM.	5	\$500.00
3/3/2010	Met w/I.J. Houston, I.A. Houston, Brown, Flinck and N.A. Houston at GSM offices to turn over personal items, discuss and identify historical documents and discuss possibilities for the disposition of the remaining portions and assets of GSM; Responded to follow-up inquiry from I.J. Houston via telephone.	4	\$400.00
3/4/2010	Followed up w/Haydel re: promised copies of sale documents; Followed up w/Mojabi re: information requested by Pearce.	0.25	\$25.00
3/5/2010	Telecon w/Brown re: schedule and upcoming tasks, sent e-mail to same re: assignment for Larry; Responded to inquiry from Flinck re: preservation of photos; Received building sale documents from Haydel, spoke w/same about obtaining exhibits and purchase documents, forwarded sale docs to Weiss, Pearce & Holloway via e-mail; Prepared and sent summary of completed and upcoming tasks to Pearce, copies to Mojabi and Pearce.	2.25	\$225.00

**PAID**  
80256

3/8/2010	Worked w/locksmith to open lower-basement vault, went through contents after gaining access; Relocated add'l historical documents from caged area in lower basement (films, recordings, training materials, etc.) and organized same; Briefly researched purported building owner Henderson, and his non-profit, SCLARC; Went through safe in fifth floor vault, attempted to find key to cash box located therein; Made inquiries into existence/status of safe-deposit boxes held by GSM, provided Murphy w/information relating to keys located for such boxes in vault and LT's office; Collected and gave Murphy deposit records and passbooks located in various location in fifth floor vault; Drilled lock to cash box and located \$600.00 in "petty cash" therein [NO CHARGE FOR LAST ITEM].	7.5	\$750.00
3/10/2010	Delivered safe deposit keys to Murphy per Pearce; Briefly looked into origins of "petty cash" found in fifth floor vault, delivered cash to Pearce; Returned call from Austin Moore, L/M; Spoke to Flinck re: rescheduling meeting w/California African American Museum ("CAAM").	2.5	\$250.00
3/11/2010	Telecon w/Brown, Kirk and Dalmacio re: file inventory, microfiche scanning, etc.; Removed check stock and misc. financial files from lower basement vault, delivered same to Murph; Briefly spoke w/S.K. Jones re: his role in file/box identification and inventory; Attempted to contact purported building owner (or interested party) Henderson; Again tried to reach Moore in response to his call; Spoke to Ranftl re: reviewing prices offered by J.C. for vintage furniture, sent copy of proposed payment schedule to same via e-mail; Attempted to contact African art expert/dealer, N'Namdi re: valuation of collection, L/M for same; Sorted, organized and boxed Winston Mutual policies and files found in lower basement, worked w/Brown and Cherie in connection w/same.	5.75	\$575.00
3/15/2010	Worked w/Flinck to prepare for 3/17/2010 meeting at CAAM, reviewed retrieved historical materials in connection w/same; Responded to inquiry from I.J. Houston re: sale of book of business.	2	\$200.00
3/16/2010	Contacted Southern California Library re: Nickerson Papers; Telecon w/building owner Henderson re: murals, historical preservation, etc., followed up w/e-mail; Spoke w/daughter of Raymond Lewis re: historical photographs, followed up w/e-mail and scanned image; Contacted Paramount Pictures representative re: whereabouts of payment.	2.25	\$225.00



3/17/2010	Met w/Flinck and various representatives of the California African American Museum (CAAM) re: historical preservation, providing access to GSM resources, disposition of art, etc.; Met w/Ranftl to inspect vintage furniture and discuss values of same, possible consignment deals and to sell phone equipment removed from GSM West; Spoke w/Kingsley Jones re: disposition of remaining GSM assets, arranged tentative meeting to further discuss same; Met briefly w/Flinck to discuss plans/requests proffered by DeVeaux; Met w/Pearce to discuss project plan, update him as to meetings/conversations w/CAAM, Henderson and Jones and to obtain add'l information re: remaining financial obligations of GSM.	8	\$800.00
3/18/2010 through 3/21/2010	Worked on organizing schedule for GSM closing plan; Arranged meeting w/Dean Prator to allow access to GSM basketball banquet photographs; Organized files in preparation for review by CAAM archivist; Set up semi-permanent office at GSM law library [ran new connections to allow phone/network access, installed personal workstation]. ACTUAL TIME SPENT AT GSM = MINIMUM 14 HOURS.	2	\$200.00
3/22/2010	Met w/Flinck, Brown and CAAM representatives, Sharon and Tiffany on-site re: preservation of GSM artwork, photographs and historical documents, reviewed samples of each w/same; Received and reviewed GSM closure plan sent by Mojabi, telecon w/same re: same; Forwarded copy of Mojabi's plan to Brown, met w/Brown re: same; Met briefly w/Flinck re: GSM closure plan; Contacted Haydel re: obtaining add'l documents relating to sale(s) of building, L/M for his partner, Kevin Johnson, re: same; Scanned slides from presentation on GSM art for CAAM [NO CHARGE].	6	\$600.00
3/23/2010	Brief telecons w/Mojabi and Pearce re: Mojabi's draft closing plan, began writing/organizing personal portion of same; Met briefly w/Brown re: preparation of his portion of closing plan; Spoke briefly w/Flinck re: addressing Ms. DeVeaux's plans for guided tours of GSM artworks, telecon w/DeVeaux re: same; Spoke w/Henderson re: meeting to discuss ownership of GSM murals, arranged in-person meeting b/w self, Pearce, Henderson and Henderson's partner, Harrower; Extended after-hours telecon w/Mojabi re: project plan [NO CHARGE].	3	\$300.00
3/24/2010	Telecon w/Brown, Mojabi, Crothers & Kirk re: global CLO closing plan for GSM and preparation of drafts of individual portions; Prepared and submitted draft of personal portion of closing plan; Briefly reviewed Brown's unsubmitted draft plan; Confirmed meeting w/Henderson via e-mail.	7	\$700.00



3/25/2010	Telecon w/Mojabi and Crothers re: draft closing plan; Met w/Brown re: his draft plan, obtained copy of same; Met w/CAAM representatives re: preservation of archives, toured building w/archive specialist to show both archival materials and facilities available for work on preservation; Rescheduled meeting with Henderson, et al., confirmed same via e-mail; Spoke w/K. Johnson re: obtaining copies of building sale documents, arranged meeting to discuss/copy same; Met w/Prator to provide access to GSM historical photos; Met w/Kingsley Jones re: future of GSM, updated Pearce re: same; Met after hours w/Pearce to discuss closing plan(s), delivered printed copies of same [NO CHARGE].	6.5	\$650.00
3/26/2010 through 3/27/2010	Purchased and installed parts/software in GSM workstation; Picked up scanner sent by Mojabi for meeting w/K. Johnson Monday; Organized office; Sold misc. non-vintage items to Ranftl; Tested/checked GSM projectors (modern) for possible sale. AT GSM MINIMUM OF SIX HOURS [NO CHARGE].	0	\$0.00
3/29/2010	Met w/prior owners of GSM building, Campbell and Johnson at Campbell's office in Encino, obtained, organized and scanned all documents made available relevant to the sale(s) of the building; Telecon w/K. Jones and potential investor in GSM residuary, Stephan Robinson [1 hour, NO CHARGE].	4.5	\$450.00
3/30/2010	Telecon w/K. Jones and NC Mutual representative, James Speed, re: his company's potential interest in GSM shell, and disposition of other assets, followed up w/K. Jones re: same and potential upcoming meeting(s) w/other parties interested in GSM Residuary; Spoke w/I.J. Houston re: recent GSM developments, CAAM request for his assistance, etc. [2.25 hours NO CHARGE].	0	\$0.00
3/31/2010	Meeting w/Henderson and Pearce, followed up w/Pearce afterwards, updated him on recent developments involving K. Jones; Met briefly w/Brown re: project plan; Followed up w/K.W. re: last batch of destruction certificates; Followed up w/Paramount representative re: location of check; Followed up w/Ranftl re: recent sales; Finalized prices w/J.C. for vintage furniture, requested check for same; Provided vendor contact list, accounting of completed sales and certificates of destruction to Mojabi per project plan.	6.25	\$625.00

Total Hours: 76.75

Net Due: \$7,675.00

Consultant Signature

Supervisor/Manager/Officer Approval

**PAID**  
80256

4/8/2010

Date

4/15/2010

Date

You replied on 4/14/2010 5:51 PM.

Attachments can contain viruses that may harm your computer. Attachments may not display correctly.

**Holloway, Joe**


**From:** Mojabi, Mohammed

**Sent:** Wed 4/14/2010 4:41 PM



**To:** Holloway, Joe

**Cc:** Pearce, Scott

**Subject:** FW: March 2010 Billing.

**Attachments:**  [JSolomon 3-2010 GSM Billing.pdf\(45KB\)](#)

Joe,

Attached is Joshua's invoice for the month of March. I have reviewed and approve this month's invoice.   


3/25/2010	Telecon w/Mojabi and Crothers re: draft closing plan; Met w/Brown re: his draft plan, obtained copy of same; Met w/CAAM representatives re: preservation of archives, toured building w/archive specialist to show both archival materials and facilities available for work on preservation; Rescheduled meeting with Henderson, et al., confirmed same via e-mail; Spoke w/K. Johnson re: obtaining copies of building sale documents, arranged meeting to discuss/copy same; Met w/Prator to provide access to GSM historical photos; Met w/Kingsley Jones re: future of GSM, updated Pearce re: same; Met after hours w/Pearce to discuss closing plan(s), delivered printed copies of same [NO CHARGE].	6.5	\$650.00
3/26/2010 through 3/27/2010	Purchased and installed parts/software in GSM workstation; Picked up scanner sent by Mojabi for meeting w/K. Johnson Monday; Organized office; Sold misc. non-vintage items to Ranftl; Tested/checked GSM projectors (modern) for possible sale. AT GSM MINIMUM OF SIX HOURS [NO CHARGE].	0	\$0.00
3/29/2010	Met w/prior owners of GSM building, Campbell and Johnson at Campbell's office in Encino, obtained, organized and scanned all documents made available relevant to the sale(s) of the building; Telecon w/K. Jones and potential investor in GSM residuary, Stephan Robinson [1 hour, NO CHARGE].	4.5	\$450.00
3/30/2010	Telecon w/K. Jones and NC Mutual representative, James Speed, re: his company's potential interest in GSM shell, and disposition of other assets, followed up w/K. Jones re: same and potential upcoming meeting(s) w/other parties interested in GSM Residuary; Spoke w/I.J. Houston re: recent GSM developments, CAAM request for his assistance, etc. [2.25 hours NO CHARGE].	0	\$0.00
3/31/2010	Meeting w/Henderson and Pearce, followed up w/Pearce afterwards, updated him on recent developments involving K. Jones; Met briefly w/Brown re: project plan; Followed up w/K.W. re: last batch of destruction certificates; Followed up w/Paramount representative re: location of check; Followed up w/Ranftl re: recent sales; Finalized prices w/J.C. for vintage furniture, requested check for same; Provided vendor contact list, accounting of completed sales and certificates of destruction to Mojabi per project plan.	6.25	\$625.00

Total Hours: 76.75

Net Due: \$7,675.00

Consultant Signature

Supervisor/Manager/Officer Approval

4/8/2010  
Date  
4/15/2010  
Date

4/15/2010

## **EXHIBIT 11**

ORIGINAL

1 EDMUND G. BROWN JR.  
Attorney General of the State of California  
2 W. DEAN FREEMAN  
Supervising Deputy Attorney General  
3 FELIX LEATHERWOOD  
Supervising Deputy Attorney General  
4 MARTA L. SMITH, State Bar No. 101955  
Deputy Attorney General  
5 300 South Spring Street, Room 1702  
Los Angeles, California 90013  
6 Telephone: (213) 897-2480  
Fax: (213) 897-5775

**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF LOS ANGELES

SEP 3 02009

John A. Clarke, Executive Officer/Clerk  
By Connie L. Hudson Deputy  
CONNIE L. HUDSON

7 Attorneys for Applicant Insurance Commissioner  
8 of the State of California

9 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA  
10 FOR THE COUNTY OF LOS ANGELES  
11

12 INSURANCE COMMISSIONER OF THE  
13 STATE OF CALIFORNIA,

14 Applicant,

15 v.

16 GOLDEN STATE MUTUAL LIFE  
INSURANCE, a California corporation,

17 Respondent.

CASE NO. **BS123005**

ce  
~~PROPOSED~~ ORDER APPOINTING  
CONSERVATOR AND RESTRAINING  
ORDER

Assigned For All Purposes To the Honorable  
\_\_\_\_\_

18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
ce  
~~PROPOSED~~ ORDER APPOINTING CONSERVATOR AND RESTRAINING ORDER

1           The verified Application of the Insurance Commissioner of the State of California ("the  
2 Commissioner") having been filed herein and it appearing to this Court from said Application that  
3 the Commissioner has (1) found Golden State Mutual Life Insurance Company ("Golden State")  
4 to be in such condition that its further transaction of business will be hazardous to its  
5 policyholders, creditors, and the public; and (2) found that said insurer does not comply with the  
6 requirements for the issuance to it of a certificate of authority,

7           **IT IS HEREBY ORDERED** that:

8           1.       The Commissioner is appointed as Conservator (hereinafter "Conservator") of  
9 Golden State and directed him to conduct the business of Golden State or so much thereof as he  
10 may deem appropriate (Insurance Code §§ 1011 and 1037(a));

11           2.       Title to all of the assets of Golden State, wheresoever situated, is vested in the  
12 Conservator or his or her successor in office, in his official capacity as such, including without  
13 limitation deposits, certificates of deposit, bank accounts, mutual funds, securities, contracts,  
14 rights of actions, books, records and other assets of any and every type and nature, wheresoever  
15 situated, presently in Golden State's possession or control those which may be discovered  
16 hereafter (Insurance Code § 1011);

17           3.       All funds and assets, including without limitation deposits, certificates of deposit,  
18 bank accounts, securities, and mutual fund shares of Golden State, in various financial depository  
19 institutions, including without limitation banks, savings and loan associations, industrial loan  
20 companies, mutual funds and/or stock brokerages, wheresoever situated, are subject to  
21 withdrawal only upon direction or order by the Conservator (Insurance Code §§ 1011 and 1037  
22 General Powers);

23           4.       The Conservator is authorized forthwith to take possession of all of Golden State's  
24 books, records, property, real and personal, and assets including without limitation accounts, safe  
25 deposit boxes, rights of actions and all assets as may be in the name of Golden State, wheresoever  
26 situated (Insurance Code § 1011);

27           5.       The Conservator is authorized to collect all moneys due to Golden State, and to do  
28 such other acts as are necessary or expedient to collect, conserve, or protect Golden State's assets,

1 property, and business (Insurance Code § 1037(a));

2 6. The Conservator is authorized to collect all debts due and claims belonging to  
3 Golden State and to have the authority to sell, compound, compromise, or assign, for the purpose  
4 of collection upon such terms and conditions as the Conservator deems best, any bad or doubtful  
5 debts (Insurance Code § 1037(b));

6 7. The Conservator is authorized to compound, compromise or in any other manner  
7 negotiate settlements of claims against Golden State upon such terms and conditions as the  
8 Conservator shall deem to be in the best interest of the estate of Golden State (Insurance Code §  
9 1037(c));

10 8. The Conservator is authorized to acquire, hypothecate, encumber, lease, improve,  
11 sell, transfer, abandon, or otherwise dispose of or deal with, any real or personal property of  
12 Golden State at its reasonable market value, or, in cases other than acquisition, sale, or transfer on  
13 the basis of reasonable market value, upon such terms and conditions as the Conservator may  
14 deem proper, provided the market value of the property involved does not exceed the sum of  
15 twenty thousand dollars (\$20,000) (Insurance Code § 1037(d));

16 9. The Conservator, for the purpose of executing and performing any of the powers  
17 and authority conferred upon the Conservator under Insurance Code § 1010 *et seq.*, in the name of  
18 Golden State or in the Conservator's own name, is authorized to initiate, prosecute, and/or defend  
19 any and all suits and other legal proceedings, legal or equitable, and to execute, acknowledge and  
20 deliver any and all deeds, assignments, releases and other instruments necessary and proper to  
21 effectuate any sale of any real and personal property or other transaction in connection with the  
22 administration, liquidation or other disposition of the assets of golden State, in this or other states  
23 as may appear to him necessary to carry out his functions as Conservator (Insurance Code §  
24 1037(f) and 1037 General Powers);

25 10. The Conservator is authorized to divert, take possession of and secure all mail of  
26 Golden State and to effect a change in the rights to use any and all post office boxes and other  
27 mail collection facilities used by Golden State (Insurance Code §§ 1011 and 1037 General  
28 Powers);



1           11.     The Conservator is authorized to invest and reinvest, in such manner as the  
2     Conservator may deem suitable for the best interests of the policyholders and creditors of Golden  
3     State, such portions of the funds and assets of Golden State in his possession as do not exceed the  
4     amount of the reserves required by law to be maintained by Golden State as reserves for life  
5     insurance policies, annuity contracts, supplementary agreements incidental to life business, and  
6     reserves for noncancellable disability policies, provided the investment or reinvestment to be  
7     made does not exceed the sum of one hundred thousand dollars (\$100,000), except that the  
8     Conservator may make investments or reinvestments in excess of \$100,000, but not exceeding  
9     \$5,000,000 per investment or reinvestment, if such investments or reinvestments are in  
10    compliance with Golden State's existing investment guidelines (Attached as Exhibit 2 to the  
11    Application and incorporated by reference herein) or are made pursuant to the investment  
12    guidelines of the Commissioner's Conservation & Liquidation Office (Attached as Exhibit 3 to  
13    the Application and incorporated by reference herein) including investments and reinvestments  
14    through an investment pool consisting exclusively of assets from conserved and/or liquidating  
15    estates (Insurance Code § 1037(g) and General Powers);

16           12.     The Conservator is authorized, in his discretion, to pay or defer payment of some  
17    or all claims, expenses, liabilities and/or obligations of Golden State, in whole or in part, accruing  
18    prior and/or subsequent to his appointments as Conservator; to establish a 90-day moratorium on  
19    surrenders of and withdrawals from life insurance policies and annuities; to develop and  
20    implement a procedure for surrenders of and withdrawals from life insurance policies and  
21    annuities due to hardship (Insurance Code §§ 1011 and 1037 General Powers);

22           13.     The Conservator is authorized to appoint and employ under his hand and official  
23    seal, special deputy commissioners and/or legal counsel, as his agents, and to employ clerks  
24    and/or assistants, and to give to each of them those powers that the Conservator deems necessary  
25    (Insurance Code §§ 1035(a) and 1036);

26           14.     The Conservator is authorized to fix the costs of employing special deputy  
27    commissioners, legal counsel, clerks, and/or assistants, and all expenses of taking possession of,  
28    conserving, conducting, liquidating, disposing of, or otherwise dealing with the business and



1 property of Golden State, subject to the approval of the court, and to pay such costs out of the  
2 assets of Golden State to the Conservator and others including without limitation expenses,  
3 expense allocations, administrative costs, administrative overhead, and costs incurred and/or  
4 allocated by the Conservation & Liquidation Office, and if there are insufficient funds to pay such  
5 costs, then to pay such costs out of the Insurance Fund pursuant to Insurance Code § 1035  
6 (Insurance Code §§ 1035(a), 1036 and 1037 General Powers);

7 15. The Conservator is authorized to assume or reject, or to modify, any executory  
8 contract, including without limitation, any lease, rental or utilization contract or agreement  
9 (including any schedule to any such contract or agreement), and any license or other arrangement  
10 for the use of computer software of business information systems, to which Golden State is a  
11 party or as to which Golden State agrees to accept an assignment of such contract, not later than  
12 120 days of the date of the Order Appointing Conservator, unless such date is extended by  
13 application to and further order of this Court, and if not expressly assumed by the Conservator  
14 within that time then such executory contract is deemed rejected (Insurance Code § 1037 General  
15 Powers);

16 16. The Conservator is authorized to terminate compensation arrangements with  
17 employees, to enter into new compensation arrangements with employees including arrangements  
18 containing retention incentives, and to hire employees on such terms and conditions as he deems  
19 reasonable (Insurance Code § 1037 General Powers);

20 17. The Conservator is granted all the powers of the directors, officers and managers  
21 of Golden State, whose authorities are suspended except as such powers may be redelegated in  
22 writing by the Conservator (Insurance Code § 1037 General Powers);

23 18. Except upon the express authorization of the Conservator, Golden State and its  
24 officers, directors, agents, servants, and employees are enjoined from the transaction of Golden  
25 State's business or disposition of its property including without limitation from disposing of,  
26 using, transferring, selling, assigning, canceling, alienating, hypothecating or concealing in any  
27 manner or any way, or assisting any person in any of the foregoing, of the property or assets of  
28 Golden State or property or assets in the possession of Golden State, of any nature or kind,

1 including without limitation claims or causes of action, until further order of this Court and  
2 further, such persons are enjoined from obstructing or interfering with the Conservator's conduct  
3 of his or her duties as Conservator (Insurance Code §§ 1011, 1020 and 1037);

4 19. All persons are enjoined from instituting or prosecuting or maintaining any action  
5 at law or suit in equity including without limitation actions or proceedings to compel discovery or  
6 production of documents or testimony, and matters in arbitration, and from obtaining or  
7 attempting to attain preferences, judgments, foreclosures, attachments or other liens of any kind  
8 or nature, against Golden State, its assets, or the Conservator, and from attaching, executing upon,  
9 foreclosing upon, redeeming of, making levy upon, or taking any other legal proceedings against  
10 any of the property and/or assets of Golden State, and from doing any act interfering with the  
11 conduct of said business by the Conservator, except after an order from this Court obtained after  
12 reasonable notice to the Conservator (Insurance Code §§ 1011, 1020 and 1037 General Powers);

13 20. Enjoining the sale or deed for nonpayment of taxes or assessments levied by any  
14 taxing agency of property and/or assets of Golden State (Insurance Code § 1020(f));

15 21. Except with leave of court issued after a hearing in which the Conservator has  
16 received reasonable notice, all persons are enjoined from accelerating the due date of any  
17 obligation or claimed obligation, exercising any right of set-off, taking, retaining, retaking or  
18 attempting to retake possession of any real or personal property, withholding or diverting any rent  
19 or other obligation, and doing any act or other thing whatsoever to interfere with the possession of  
20 or management by the Conservator of the property and assets, owned or controlled, by Golden  
21 State or in the possession of Golden State or in any way interfering with the Conservator or  
22 interfering in any manner during the pendency of this proceeding with the exclusive jurisdiction  
23 of this Court over Golden State (Insurance Code §§ 1020 and 1037 General Powers);

24 22. All persons are enjoined from the waste of the assets of Golden State (Insurance  
25 Code § 1020);

26 23. Golden State and all officers, directors, agents and employees of Golden State are  
27 ordered to deliver to, and immediately make available to, the Conservator all assets, books,  
28 records, accounts, information, computers, tapes, discs, writings, other recordings of information,

1 equipment and other property of Golden State, wheresoever situated, in said persons custody or  
2 control and further, directing the aforesaid to disclose verbally, or in writing if requested by the  
3 Conservator, the exact whereabouts of the foregoing items if such items are not in the possession  
4 custody or control of said persons (Insurance Code §§ 1011, 1020 and 1037 General Powers);

5 24. All officers, directors, trustees, employees or agents of Golden State, or any other  
6 person, firm, association, partnership, corporate parent, holding company, affiliate or other entity  
7 in charge of any aspect of Golden State's affairs, either in whole or in part, and including but not  
8 limited to banks, savings and loan associations, financial or lending institutions, brokers, stock or  
9 mutual associations, or any parent, holding company, subsidiary or affiliated corporation or any  
10 other representative acting in concert with Golden State, are ordered to cooperate with the  
11 Conservator in the performance of his or her duties (Insurance Code § 1037 General Powers);

12 25. All persons who maintain records for Golden State, pursuant to written contract or  
13 any other agreement, are ordered to maintain such records and to deliver to the Conservator such  
14 records upon his request (Insurance Code §§ 1020 and 1037 General Powers);

15 26. All agents of Golden State, and all brokers who have done business with Golden  
16 State, are ordered to make all remittances of all funds collected by them or in their hands directly  
17 to the Conservator (Insurance Code §§ 1020 and 1037 General Powers);

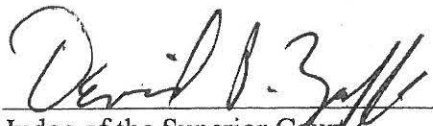
18 27. All persons having possession of any lists of policyholders, escrow holders,  
19 mortgages or mortgagees of Golden State are ordered to deliver such lists to the Conservator and  
20 all persons are enjoined from using any such lists or any information contained therein without  
21 the consent of the Conservator (Insurance Code §§ 1020 and 1037 General Powers);

22 28. Golden State and its officers, directors, agents, servants, employees, successors,  
23 assigns, affiliates, and other persons or entities under their control and all persons or entities in  
24 concert or participation with Golden State, and each of them, are ordered to turn over to the  
25 Conservator all records, documentation, charts and/or descriptive materials of all funds, assets,  
26 property (owned beneficially or otherwise), and all other assets of Golden State wherever  
27 situated, and all books and records of accounts, title documents and other documents in their  
28 possession or under their control, which relate, directly or indirectly to assets or property owned

1 or held by Golden State or to the business or operations of Golden State (Insurance Code §§ 1020  
2 and 1037 General Powers);

3 29. Any and all provisions of any agreement entered into by and between any third  
4 party and Golden State, including by way of illustration, but not limited to, the following types of  
5 agreements (as well as any amendments, assignments, or modifications thereto), shall be stayed,  
6 and the assertion of any and all rights and remedies relating thereto shall also be stayed and  
7 barred, except as otherwise ordered by this Court, and this Court shall retain jurisdiction over any  
8 cause of action that has arisen or may otherwise arise under any such provision: financial  
9 guarantee bonds, promissory notes, loan agreements, security agreements, deeds of trust,  
10 mortgages, indemnification agreements, subrogation agreements, subordination agreements,  
11 pledge agreements, assignments of rents or other collateral, financial statements, letters of credit,  
12 leases, insurance policies, guaranties, escrow agreements, management agreements, real estate  
13 brokerage and rental agreements, servicing agreements, attorney agreements, consulting  
14 agreements, easement agreements, license agreements, franchise agreements, or employment  
15 contracts that provide in any manner that selection, appointment or retention of a conservator,  
16 receiver or trustee by any court, or entry of any order such as hereby made, shall be deemed to be,  
17 or otherwise operate as, a breach, violation, event of default, termination, event of dissolution,  
18 event of acceleration, insolvency, bankruptcy, or liquidation (Insurance Code §§ 1020 and 1037  
19 General Powers).

20  
21 Dated: SEP 30 2009

22   
23 Judge of the Superior Court

**DECLARATION OF SERVICE BY E-MAIL AND OVERNIGHT COURIER**

Case Name: **Insurance Commissioner v. Golden State Mutual Life Insurance Co.**

No.:

I declare:

I am employed in the Office of the Attorney General, which is the office of a member of the California State Bar, at which member's direction this service is made. I am 18 years of age or older and not a party to this matter; my business address is: 300 South Spring Street, Suite 1702, Los Angeles, CA 90013. I am familiar with the business practice at the Office of the Attorney General for collection and processing of correspondence for overnight mail with the **FEDERAL EXPRESS** overnight mail service. In accordance with that practice, correspondence placed in the internal mail collection system at the Office of the Attorney General is deposited with the overnight courier that same day in the ordinary course of business.

On **September 28, 2009**, I served the attached **[PROPOSED] ORDER APPOINTING CONSERVATOR AND RESTRAINING ORDER** by transmitting a true copy via electronic mail. In addition, I placed a true copy thereof enclosed in a sealed envelope, in the internal mail system of the Office of the Attorney General, for overnight delivery, addressed as follows:

Michael L. Rosenfield, Esq.  
Barger & Wolen LLP  
633 W. 5th Street  
Forty-Seventh Floor  
Los Angeles, California 90071-2045  
Phone: (213) 614-7321  
Fax: (213) 614-7399  
E-mail Address: mrosenfield@bargerwolen.com

I declare under penalty of perjury under the laws of the State of California the foregoing is true and correct and that this declaration was executed on **September 28, 2009**, at Los Angeles, California.

Veronica James  
Declarant

  
Signature



I certify that this is a true and correct copy of the  
original of order on file in this office consisting  
of 4 pages. JOHN A. CLARKE, Executive Officer/Clerk of the  
Superior Court of California, County of Los Angeles.  
Date: SEP 30 2009 By: Jessica Le

Jessica Le

## **EXHIBIT 12**

ORIGINAL FILED

JAN 28 2011

RECEIVED

LOS ANGELES  
SUPERIOR COURT

DEC 21 2010

DEPT 86

1 EDMUND G. BROWN JR.  
Attorney General of California  
2 FELIX LEATHERWOOD  
W. DEAN FREEMAN  
3 Supervising Deputy Attorneys General  
4 MARTA L. SMITH, State Bar No. 101955  
Deputy Attorney General  
5 300 South Spring Street, Room 1702  
6 Los Angeles, California 90013  
Telephone: (213) 897-2483  
7 Facsimile: (213) 897-5775  
E-mail: [Marta.Smith@doj.ca.gov](mailto:Marta.Smith@doj.ca.gov)

9 MICHAEL R. WEISS, State Bar No. 180946  
EPSTEIN TURNER WEISS  
10 A Professional Corporation  
633 W. Fifth Street, Suite 3330  
11 Los Angeles, California 90071  
Telephone: (213) 861-7487  
12 Facsimile: (213) 861-7488  
Email: [mrw@epsteinturnerweiss.com](mailto:mrw@epsteinturnerweiss.com)

14 Attorneys for Applicant  
15 Insurance Commissioner of the State of California

16 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
17 FOR THE COUNTY OF LOS ANGELES

18 INSURANCE COMMISSIONER OF THE  
19 STATE OF CALIFORNIA,

20 Applicant,

21 v.

22 GOLDEN STATE MUTUAL LIFE  
23 INSURANCE COMPANY, a California  
corporation,

24 Respondent.

Case No. BS123005  
Assigned to Hon. Ann I. Jones, Dept. 86

~~PROPOSED~~ ORDER OF LIQUIDATION  
AND ORDERS AND INJUNCTIONS IN  
AID OF LIQUIDATION FOR GOLDEN  
STATE MUTUAL LIFE INSURANCE  
COMPANY

Date: January 28, 2011  
Time: 9:30 a.m.  
Dept: 86



1 On January 28, 2011, in Department 86 of the above-entitled Court, the Honorable Ann I.  
2 Jones, Judge Presiding (the "Court"), the Court held the hearing on the Court's Order to Show  
3 Cause and the Motion For Order Of Liquidation And Orders And Injunctions In Aid Of  
4 Liquidation For Golden State Mutual Life Insurance Company, filed by Applicant Steve Poizner,  
5 Insurance Commissioner of the State of California, in his capacity as Conservator ("Conservator")  
6 of Golden State Mutual Life Insurance Company in Conservation ("Golden State"). Deputy  
7 Attorney General Marta L. Smith and attorney Michael R. Weiss appeared on behalf of the  
8 Conservator. Other appearances, if any, are noted in the record.

9 The Court, having read and considered the Conservator's Notice of Order to Show Cause  
10 and Motion, Memorandum of Points and Authorities in support of the Motion, the Declarations of  
11 David E. Wilson and Michael R. Weiss, and all documents and evidence submitted, and having  
12 heard and considered the arguments presented to the Court, and upon good cause shown,

13 IT IS HEREBY ORDERED that the Conservator's Motion is granted and that:

14 **A. Liquidation, Administration and Operation**

15 1. As of September 30, 2010, Golden State is insolvent and remains insolvent today,  
16 and it would be futile for the Commissioner to proceed as Conservator; and therefore, sufficient  
17 grounds exist in accordance with Insurance Code § 1016 for entry of an order of liquidation of  
18 Golden State. (Insurance Code § 1016.)

19 2. The Commissioner's status as Conservator is terminated, he is appointed  
20 Liquidator of Golden State as set forth in Insurance Code § 1016, and he is directed as Liquidator  
21 to liquidate and wind up the business of Golden State and to act in all ways and exercise all  
22 powers necessary for the purpose of carrying out this Order. (Insurance Code § 1016.)

23 3. Title to all of the assets of Golden State, wheresoever situated, shall remain vested  
24 in the Commissioner, now as Liquidator, or his successor in office, in his official capacity as  
25 such, including without limitation real and personal property, deposits, certificates of deposit,  
26 bank accounts, mutual funds, securities, contracts, rights of actions, books, records and other  
27 assets of any and every type and nature, wheresoever situated, presently in Golden State's  
28

1 possession and/or those which may be discovered hereafter. (Insurance Code §§ 1011, 1016 and  
2 1037 General Powers.)

3 4. All funds and assets, including without limitation deposits, certificates of deposit,  
4 bank accounts, securities, and mutual fund shares of Golden State, in various financial depository  
5 institutions, including without limitation banks, savings and loan associations, industrial loan  
6 companies, mutual funds and/or stock brokerages, wheresoever situated, are subject to withdrawal  
7 only upon direction or order by the Liquidator. (Insurance Code §§ 1011, 1016 and 1037 General  
8 Powers.)

9 5. The Liquidator is authorized to collect all moneys due to Golden State, and to do  
10 such other acts as are necessary or expedient to collect, conserve, protect and/or liquidate Golden  
11 State's assets, property and business. (Insurance Code § 1037(a).)

12 6. The Conservator is authorized to collect all debts due and claims belonging to  
13 Golden State and to have the authority to sell, compound, compromise, or assign, for the purpose  
14 of collection upon such terms and conditions as the Liquidator deems best, any bad or doubtful  
15 debts. (Insurance Code § 1037(b).)

16 7. The Liquidator is authorized to compound, compromise or in any other manner  
17 negotiate settlements of claims against Golden State upon such terms and conditions as the  
18 Liquidator shall deem to be most advantageous to the estate of Golden State. (Insurance Code §  
19 1037(c).)

20 8. The Liquidator is authorized, without permission of the court and without notice,  
21 to acquire, hypothecate, encumber, lease, improve, sell, transfer, abandon, or otherwise dispose of  
22 or deal with, any real or personal property of Golden State at its reasonable market value, or, in  
23 cases other than acquisition, sale, or transfer on the basis of reasonable market value, upon such  
24 terms and conditions as the Liquidator may deem proper, provided the market value of the  
25 property involved does not exceed the sum of twenty thousand dollars (\$20,000). (Insurance  
26 Code § 1037(d).)

27 9. The Liquidator is authorized to transfer to a trustee or trustees, under a voting trust  
28 agreement, the stock of Golden State heretofore or hereafter issued to the Liquidator in

1 connection with a rehabilitation or reinsurance agreement, or any other proceeding under  
2 Insurance Code § 1010 *et seq.* (Insurance Code § 1037(e).)

3 10. The Liquidator is authorized, for the purpose of executing and performing any of  
4 the powers and authority conferred upon the Liquidator under Insurance Code § 1010 *et seq.* in  
5 the name of Golden State or in the Liquidator's own name, to initiate, prosecute and/or defend any  
6 and all suits and other legal proceedings, legal or equitable, and to execute, acknowledge and  
7 deliver any and all deeds, assignments, releases and other instruments necessary and proper to  
8 effectuate any sale of any real and personal property or other transaction in connection with the  
9 administration, liquidation or other disposition of the assets of Golden State, in this or other states  
10 as may appear to him necessary to carry out his functions as Liquidator. (Insurance Code §  
11 1037(f) and 1037 General Powers.)

12 11. The Liquidator is authorized to divert, take possession of and secure all mail of  
13 Golden State and to effect a change in the rights to use any and all post office boxes and other  
14 mail collection facilities used by Golden State. (Insurance Code §§ 1011 and 1037 General  
15 Powers.)

16 12. The Liquidator is authorized, without permission of the court and without notice,  
17 to invest and reinvest, in such manner as the Liquidator may deem suitable for the best interests of  
18 the policyholders and/or creditors of Golden State, such portions of the funds and assets of  
19 Golden State in his possession as do not exceed the amount of the reserves required by law to be  
20 maintained by Golden State as reserves for life insurance policies, annuity contracts,  
21 supplementary agreements incidental to life business, and reserves for non-cancelable disability  
22 policies, and which funds and assets are not immediately distributable to creditors, provided the  
23 investment or reinvestment to be made does not exceed the sum of one hundred thousand dollars  
24 (\$100,000), except that the Liquidator, without permission of the court and without notice, may  
25 make investments or reinvestments in excess of \$100,000, but not exceeding \$5,000,000 per  
26 investment or reinvestment, if such investments or reinvestments are part of Golden State's  
27 existing investments or are made pursuant to the investment guidelines of the Commissioner's  
28 Conservation & Liquidation Office including investments and reinvestments through an

1 investment pool consisting exclusively of assets from conserved and/or liquidating estates.  
2 (Insurance Code § 1037(g) and General Powers.)

3 13. The Liquidator is authorized, in his discretion, without permission of the court and  
4 without notice, to pay or defer payment of some or all claims, expenses, liabilities and/or  
5 obligations of Golden State, in whole or in part, accruing prior and/or subsequent to his  
6 appointment as Liquidator. (Insurance Code §§ 1011 and 1037 General Powers.)

7 14. The Liquidator is authorized to appoint and employ under his hand and official  
8 seal, special deputy commissioners and/or legal counsel, as his agents, and to employ clerks  
9 and/or assistants, and to give to each of them those powers that the Liquidator deems necessary.  
10 (Insurance Code §§ 1035(a) and 1036.)

11 15. The Liquidator is authorized to fix the costs of employing special deputy  
12 commissioners, legal counsel, clerks, and/or assistants, and all expenses of taking possession of,  
13 conserving, conducting, liquidating, disposing of, or otherwise dealing with the business and  
14 property of Golden State, subject to the approval of the court, and to pay such costs out of the  
15 assets of Golden State to the Liquidator and others including without limitation expenses, expense  
16 allocations, administrative costs, administrative overhead, and costs incurred and/or allocated by  
17 the Conservation & Liquidation Office, and if there are insufficient funds to pay such costs, then  
18 to pay such costs out of the Insurance Fund pursuant to Insurance Code § 1035. (Insurance Code  
19 §§ 1035(a), 1036 and 1037 General Powers.)

20 16. The Liquidator is authorized to assume or reject, or to modify, any executory  
21 contract, including without limitation, any lease, rental or utilization contract or agreement  
22 (including any schedule to any such contract or agreement), and any license or other arrangement  
23 for the use of computer software of business information systems, to which Golden State is a  
24 party or as to which Golden State agrees to accept an assignment of such contract, not later than  
25 120 days of the date of the Order Appointing Conservator, unless such date is extended by  
26 application to and further order of this Court, and if not expressly assumed by the Conservator  
27 within that time then such executory contract is deemed rejected. (Insurance Code § 1037  
28 General Powers.)

1       17.    The Liquidator is authorized to terminate compensation arrangements with  
2 employees, to enter into new compensation arrangements with employees including arrangements  
3 containing retention incentives, and to hire employees on such terms and conditions as he deems  
4 reasonable. (Insurance Code § 1037 General Powers.)

5       18.    The Liquidator is vested with all the powers of the directors, officers and managers  
6 of Golden State, whose authorities are suspended except as such powers may be re-delegated by  
7 the Liquidator. (Insurance Code § 1037 General Powers.)

8       **B.   Injunctions and Other Orders**

9       19.    Except upon the express authorization of the Liquidator, all persons are hereby  
10 enjoined, including without limitation Golden State and its officers, directors, agents, servants,  
11 and employees, from the transaction of Golden State's business or disposition of its property  
12 including without limitation from disposing of, using, transferring, selling, assigning, canceling,  
13 alienating, hypothecating or concealing in any manner or any way, or assisting any person in any  
14 of the foregoing, of the property or assets of Golden State or property or assets in the possession  
15 of Golden State, of any nature or kind, including without limitation claims or causes of action,  
16 until further order of this Court and further, enjoining such persons from obstructing or interfering  
17 with the Liquidator's conduct of his or her duties as Liquidator. (Insurance Code §§ 1011, 1020  
18 and 1037.)

19       20.    All persons are enjoined from instituting or prosecuting or maintaining any action  
20 at law or suit in equity including without limitation actions or proceedings to compel discovery or  
21 production of documents or testimony, and matters in arbitration, and from obtaining or  
22 attempting to attain preferences, judgments, foreclosures, attachments or other liens of any kind  
23 or nature, against Golden State, its assets, or the Liquidator, and from attaching, executing upon,  
24 foreclosing upon, redeeming of, making levy upon, or taking any other legal proceedings against  
25 any of the property and/or assets of Golden State, and from doing any act interfering with the  
26 conduct of said business by the Liquidator, except after an order from this Court obtained after  
27 reasonable notice to the Liquidator. (Insurance Code §§ 1011, 1020 and 1037 General Powers.)  
28



1           21. All persons are enjoined from the sale or deed for nonpayment of taxes or  
2 assessments levied by any taxing agency of property and/or assets of Golden State. (Insurance  
3 Code § 1020(f).)

4           22. Except with leave of court issued after a hearing in which the Liquidator has  
5 received reasonable and statutory notice, all persons are enjoined from accelerating the due date  
6 of any obligation or claimed obligation, exercising any right of set-off, taking, retaining, retaking  
7 or attempting to retake possession of any real or personal property, withholding or diverting any  
8 rent or other obligation, and doing any act or other thing whatsoever to interfere with the  
9 possession of or management by the Liquidator of the property and assets, owned or controlled,  
10 by Golden State or in the possession of Golden State or in any way interfering with the Liquidator  
11 or interfering in any manner during the pendency of this proceeding with the exclusive  
12 jurisdiction of this Court over Golden State. (Insurance Code §§ 1020 and 1037 General Powers.)

13           23. All persons are enjoined from the waste of the assets of Golden State. (Insurance  
14 Code § 1020.)

15           24. Golden State and all officers, directors, agents and employees of Golden State are  
16 ordered to deliver to, and immediately make available to, the Liquidator all assets, books,  
17 accounts, records, information, computers, tapes, discs, writings, other recordings of information,  
18 equipment and other property of Golden State, wheresoever situated, in said person's custody or  
19 control and further, and are directed the aforesaid to disclose verbally, or in writing if requested  
20 by the Liquidator, the exact whereabouts of the foregoing items if such items are not in the  
21 possession, custody or control of said persons. (Insurance Code §§ 1011, 1016, 1020 and 1037  
22 General Powers.)

23           25. Golden State and all officers, directors, trustees, employees or agents of Golden  
24 State, or any other person, firm, association, partnership, corporate parent, holding company,  
25 affiliate or other entity in charge of any aspect of Golden State's affairs, either in whole or in part,  
26 and including but not limited to banks, savings and loan associations, financial or lending  
27 institutions, brokers, stock or mutual associations, or any parent, holding company, subsidiary or  
28 affiliated corporation or any other representative acting in concert with Golden State, are ordered

1 to cooperate with the Liquidator in the performance of his or her duties. (Insurance Code § 1037  
2 General Powers.)

3 26. All persons who maintain records for Golden State, pursuant to written contract or  
4 any other agreement, are ordered to maintain such records and to deliver to the Liquidator such  
5 records upon his request. (Insurance Code §§ 1020 and 1037 General Powers.)

6 27. All agents of Golden State, and all brokers who have done business with Golden  
7 State, are ordered to make all remittances of all funds collected by them or in their hands directly  
8 to the Liquidator. (Insurance Code §§ 1020 and 1037 General Powers.)

9 28. All persons having possession of any lists of policyholders, escrow holders,  
10 mortgages or mortgagees of Golden State are ordered to deliver such lists to the Liquidator and all  
11 persons are enjoined from using any such lists or any information contained therein without the  
12 consent of the Liquidator. (Insurance Code §§ 1020 and 1037 General Powers.)

13 29. Golden State and its officers, directors, agents, servants, employees, successors,  
14 assigns, affiliates, and other persons or entities under their control and all persons or entities in  
15 concert or participation with Golden State, and each of them, are ordered to turn over to the  
16 Liquidator all records, documentation, charts and/or descriptive materials of all funds, assets,  
17 property (owned beneficially or otherwise), and all other assets of Golden State wherever situated,  
18 and all books and records of accounts, title documents and other documents in their possession or  
19 under their control, which relate, directly or indirectly, to assets or property owned or held by  
20 Golden State or to the business or operations of Golden State. (Insurance Code §§ 1020 and 1037  
21 General Powers.)

22 30. Any and all provisions of any agreement entered into by and between any third  
23 party and Golden State, including by way of illustration, but not limited to, the following types of  
24 agreements (as well as any amendments, assignments, or modifications thereto), are stayed, and  
25 the assertion of any and all rights and remedies relating thereto are also stayed and barred, except  
26 as otherwise ordered by this Court, and this Court shall retain jurisdiction over any cause of action  
27 that has arisen or may otherwise arise under any such provision: financial guarantee bonds,  
28 promissory notes, loan agreements, security agreements, deeds of trust, mortgages,

1 indemnification agreements, subrogation agreements, subordination agreements, pledge  
2 agreements, assignments of rents or other collateral, financial statements, letters of credit, leases,  
3 insurance policies, guaranties, escrow agreements, management agreements, real estate brokerage  
4 and rental agreements, servicing agreements, attorney agreements, consulting agreements,  
5 easement agreements, license agreements, franchise agreements, or employment contracts that  
6 provide in any manner that selection, appointment or retention of a conservator, receiver or trustee  
7 by any court, or entry of any order such as hereby made, shall be deemed to be, or otherwise  
8 operate as, a breach, violation, event of default, termination, event of dissolution, event of  
9 acceleration, insolvency, bankruptcy, or liquidation. (Insurance Code §§ 1020 and 1037 General  
10 Powers).

11 **C. Creditors and Setting of Claims Bar Date**

12 31. The rights and liabilities of claimants, policyholders, shareholders, members and  
13 all other persons interested in the assets of Golden State are fixed as of the date of entry of this  
14 Order. (Insurance Code § 1019.)

15 32. Any and all claims against Golden State, including without limitation those claims  
16 which in any way affect or seek to affect any of the assets of Golden State, wherever or however  
17 such assets may be owned or held, must be filed no later than December 31, 2011 (the "Claims  
18 Bar Date"), together with proper proofs thereof, in accordance with the provisions of Insurance  
19 Code § 1010 *et seq.* including without limitation Insurance Code § 1023. The proof of claim must  
20 be timely filed on the form provided by the Liquidator, together with proper proofs thereof, and  
21 must be supplemented with such further information as the Liquidator requests, in accordance  
22 with Insurance Code § 1023(f). Except for persons deemed to have filed claims against Golden  
23 State in accordance with the provisions of Insurance Code § 1010 *et seq.* including without  
24 limitation Insurance Code § 1024 and § 1025.5, any claims not filed by the Claims Bar Date shall  
25 be conclusively deemed forever waived. (Insurance Code § 1024.)

26 //

27 //

28 //



1 33. For such other and further relief as may be proper or necessary.

2 34. The Liquidator is authorized to take any and all action necessary to accomplish the  
3 purposes of this Order and the Orders requested herein.

4 DATED: 1-28-11

**ANN I. JONES**

THE HONORABLE ANN I. JONES  
Los Angeles Superior Court Judge

## **EXHIBIT 13**

# SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

DATE: 09/13/12

DEPT. 86

HONORABLE ROBERT H. O'BRIEN

JUDGE

N DIGIAMBATTISTA

DEPUTY CLERK

HONORABLE

JUDGE PRO TEM

ELECTRONIC RECORDING MONITOR

1

NONE

Deputy Sheriff

NONE

Reporter

10:00 am

BS123005

Plaintiff

Counsel

DATE RECEIVED

STEVE POIZNER

VS

Defendant

NO APPEARANCES

SEP 14 2012

GOLDEN STATE MUTUAL LIFE INSURANCE COMPANY

Counsel

EPSTEIN TURNER WEISS

\*Rel to BC462745 denied\*

## NATURE OF PROCEEDINGS:

APPLICATION OF PETITIONER TO APPROVE CONSERVATION AND LIQUIDATION EXPENSES;

MOTION OF MICHAEL WEBB FOR AN ORDER TO COMPEL/DIRECT PETITIONER TO RESPOND TO DISCOVERY

## RULING ON SUBMITTED MATTERS

The court having taken the above matters under submission on September 7, 2012, now makes its ruling as follows:

The application to approve conservation and liquidation expenses is denied in part and granted in part and the motion to compel discovery is denied for the reasons set forth in the document entitled ORDER RE: APPLICATION TO APPROVE CONSERVATION AND LIQUIDATION EXPENSES AND MOTION TO COMPEL DISCOVERY, signed and filed this date.

A copy of this minute order as well as the court's Order are mailed via U.S. Mail to counsel addressed as follows:

MICHAEL R. WEISS, EPSTEIN TURNER WEISS, 633 W. FIFTH ST., SUITE 3330, LOS ANGELES, CA 90071

STEPHEN J. CHAZEN, ESQ., 15303 VENTURA BLVD., SUITE 900, SHERMAN OAKS, CA 91403

# SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

DATE: 09/13/12

DEPT. 86

HONORABLE ROBERT H. O'BRIEN

JUDGE

N DIGIAMBATTISTA

DEPUTY CLERK

HONORABLE

JUDGE PRO TEM

ELECTRONIC RECORDING MONITOR

1

NONE

Deputy Sheriff

NONE

Reporter

10:00 am

BS123005

Plaintiff

Counsel

STEVE POIZNER

VS

Defendant

NO APPEARANCES

GOLDEN STATE MUTUAL LIFE INSURANCE COMPANY

Counsel

\*Rel to BC462745 denied\*

## NATURE OF PROCEEDINGS:

CHRISTIAN S. MOLNAR, ESQ., 15135 W. SUNSET BLVD.,  
SUITE 200, PACIFIC PALISADES, CA 90272

JOSHUA B. SOLOMON, ESQ., 1016 PIER AVE., UNIT 1,  
SANTA MONICA, CA 90405

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**FILED**  
LOS ANGELES SUPERIOR COURT  
SEP 13 2012  
JOHN A. CLARKE, CLERK  
BY N. DIGIAMBATTISTA, DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES

INSURANCE COMMISSIONER OF THE  
STATE OF CALIFORNIA,

Applicant,

v.

GOLDEN STATE MUTUAL LIFE  
INSURANCE COMPANY, a California  
corporation,

Respondent.

) Case No. BS123005

) ORDER RE: APPLICATION TO  
) APPROVE CONSERVATION AND  
) LIQUIDATION EXPENSES AND  
) MOTION TO COMPEL DISCOVERY

The Court has read and considered the Webb opposition. As noted at the September 7, 2012 hearing, The Cook joinder to Webb opposition was not considered because it was not timely filed. However, the Court did consider the oral argument of Cook's counsel.

The Court is in receipt of a copy of a letter from Joshua B. Solomon to Michael Weiss dated February 22, 2011; and, a September 9, 2012 letter from Mr. Solomon to this Court and marked "Confidential."

The Court cannot consider these ex-parte documents and is this date returning them to Mr. Solomon.

1 Webb Motion to Compel Discovery

2 Denied.

3 Paragraph 20 of Court's order of liquidation precludes motion to compel discovery  
4 without Court approval. The Court finds that the requested discovery is unnecessary.

5 Application to Approve Conservation and Liquidation Expenses

6 "The Commissioner's initial determination necessarily requires adequately detailed  
7 information describing the work performed, by whom it was performed, the time spent, and  
8 the rate and amount billed . . . sufficient . . . to be able to determine . . . any excessive or  
9 duplicate charges . . ." The Commissioner "must supply the court with adequate  
10 information to permit intelligent evaluation of the Commissioner's determination "In re  
11 Executive Life Ins. Co. 32 Cal.App.4th, 344, 401-403.

12 In this application, some of the consultants timesheets and invoices have  
13 deficiencies that undermine a proper initial determination of the propriety of the fees:

14 INC Consultants

15 Todd Donovan

16 Manhattan Group

17 Larson and Rosenberger

18 Lewis and Ellis

19 Bryan Pendleton

20 Aloria Character

21 Pursuant to In re Executive Life Ins. Co., 32 Cal.App.4th 344, 401-403, the  
22 Commissioner must supply the court with adequate information to permit intelligent  
23 evaluation of the basis for the Commissioner's initial determination that the fees and  
24 expenses were properly incurred. Petitioner has attached a declaration providing a  
25 generalized summary of the tasks performed, the total amount of expenses, and prior  
26 amounts that Judge Yaffe had previously approved for each of the 15 requested expense  
27 items. Pearce Decl., ¶¶ 36-51. The Commissioner generally declares that the "fees and  
28

1 expenses incurred were necessary for the conservation and liquidation of Golden State and  
2 are reasonable for the services performed." Id., ¶ 36. In addition, the Commissioner has  
3 filed a supplemental submission in support of the application.

4 In the instant case, the Commissioner declares that his office and staff received  
5 detailed timekeeping and invoices for the work performed. Supp. Pearce Decl., ¶ 22. In  
6 addition, the Commissioner has attached timesheets representing work done for at least  
7 four months. Id., Exhibits 3-17. The Court notes that some of the timesheets and invoices  
8 describe the work performed, by whom it was performed, the time spent and when it was  
9 spent, and the rate and amount billed. However, the Court also notes that some of the  
10 timesheets have a number of deficiencies that seriously undermines an initial determination  
11 as to the propriety of the fees.

12 First, the INS Consultants timesheets and invoices state the hours Joseph Holloway  
13 worked, his hourly rate, and provide documentation for the travel and lodging expenses that  
14 were incurred. Supp. Pearce Decl., Exhibit 4. However, the timesheets fail to describe in  
15 any detail the work that was done or how much time was spent on each task. Id. The  
16 invoices merely provide one-line accountings without any indication of the work that was  
17 done. Id. For example, Holloway worked 9.5 hours for \$1,425 in service fees and  
18 associated travel and hotel expenses on December 1, 2009. Id. No information is given  
19 as to what specific tasks were performed during those 9.5 hours, whether that task related  
20 to the conservation or liquidation, or how much time was spent on each task. Id.

21 Second, the invoices for Todd Donovan give a similarly deficient description of the  
22 work that was performed and how much time was spent on each task. The invoices state  
23 who performed the work, the hours Donovan worked, the date of the services, the hourly  
24 rate, and document Donovan's travel and lodging expenses. Supp. Pearce Decl., Exhibit  
25 5. However, every single line for services rendered by Donovan merely states "Participate  
26 in various Golden State Mutual Life conservation activities." Id. No information is given as  
27 to what specific tasks were performed during the hours billed or how much time was spent  
28

1 on each task.

2 The invoices for the Manhattan Group are similarly deficient. The invoices indicate  
3 the hours that J. Murphy and M. Johnson worked, their hourly rates, the date the work was  
4 done, and document the travel and lodging expenses. Supp. Pearce Decl., Exhibit 6.  
5 However, no information is given as to what specific tasks were performed during the hours  
6 billed or how much time was spent on each task.

7 The Larson & Rosenberger invoices fail to identify how much time was spent on  
8 each task, the rate the work was billed at or who performed the work. Supp. Pearce Decl.,  
9 Exhibit 9. Instead, the monthly invoices merely state that total cost of the end-task that was  
10 performed---for example, \$8,000 for the preparation of GSM's 2009 federal income tax  
11 return. Id. While it is possible that compensation for the work performed by Larson &  
12 Rosenberger is not derived on an hourly basis but rather through deliverables such as  
13 preparations of audits or income tax returns, the Commissioner has not presented such a  
14 billing structure was in place. The same deficiencies exist in the Lewis & Ellis and Bryan,  
15 Pendleton, Swats & McAllister invoices. Id., Exhibits 11, 13.

16 The Aloria Character invoices fail to state what specific tasks were performed during  
17 the hours billed or how much time was spent on each task. Supp. Pearce Decl., Exhibit 14.

18 Based on the foregoing deficiencies in the invoices and billing statements provided  
19 to the Commissioner, the Court finds that the Commissioner has not provided a substantial  
20 basis for the Court to believe the Commissioner was receiving adequate information upon  
21 which to exercise his discretion regarding payment to professionals for the aforementioned  
22 services rendered.

23 With regard to the invoices submitted by Epstein Turner Weiss; Weisner Nunnally;  
24 Kane Corporation; Ultimate Staffing; Cooke's Crating; ART Movers; and Joshua Solomon  
25 invoices provide sufficient detail regarding the work that was done, who performed the  
26 work, when each task was performed, and how much time was spent on each task, the  
27 rates that were charged. Exhibits 7, 8, 10, 12, 15-17. In the case of Ultimate Staffing,  
28




1 Cooke's Crating, and ART Movers, the services rendered were of such ministerial nature  
2 that specific detail regarding which box was inventoried or which piece of art was packaged  
3 would be unnecessary.

4 In general, the Commissioner has presented evidence in the supplemental  
5 declarations noting that the Commissioner received "detailed timekeeping and invoices"  
6 from each of the Commissioner's consultants and service providers for the work performed  
7 and after careful review, determined the proposed payments were reasonable and  
8 necessary for Golden State's conservation and liquidation, were reasonable for the services  
9 performed and were rendered in the best interests of Golden State's estate. Supp. Pearce  
10 Decl., ¶ 22. In addition, the Commissioner has properly attached a sample of original  
11 invoices for the Court to test the accuracy of the accompanying declarations. *Id.*, Exhibits  
12 3-17. Nevertheless the deficiencies noted above require a reduction of fees.

13 **Conclusion**

14 Based on the foregoing, the Court grants the Commissioner's motion in part and  
15 denies the motion in part. Due to the Commissioner's failure to provide a substantial basis  
16 for the Court to believe the Commissioner was receiving adequate information upon which  
17 to exercise his discretion, the Court denies the motion in an amount of those fees that are  
18 based on the above noted declarations and attachments, which are found to be deficient,  
19 and for which have not been previously approved by the Court for payment. The  
20 Commissioner is required to submit a revised amount for approval minus this amount.

21  
22  
23  
24  
25 Dated:

  
ROBERT H. O'BRIEN  
Judge of the Superior Court

## **EXHIBIT 14**

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES**

DATE: 10/26/12

DEPT. 86

HONORABLE ROBERT H. O'BRIEN

JUDGE

N DIGIAMBATTISTA

DEPUTY CLERK

HONORABLE  
10

JUDGE PRO TEM

T MASSAROTTI/COURTROOM ASST

ELECTRONIC RECORDING MONITOR

NONE

Deputy Sheriff

NONE

Reporter

8:30 am

BS123005

Plaintiff  
Counsel

DATE RECEIVED

STEVE POIZNER

VS

Defendant  
Counsel

NO APPEARANCES

OCT 29 2012

GOLDEN STATE MUTUAL LIFE INSURANCE  
COMPANY

\*Rel to BC462745 denied\*

EPSTEIN TURNER WEISS

**NATURE OF PROCEEDINGS:**

**COURT ORDER**

On September 13, 2012, the court issued its order regarding, inter alia, applicant's application to approve conservation and liquidation expenses.

On September 20, 2012, applicant filed a [proposed] order regarding the September 13, 2012, court order.

On September 27, 2012, counsel for Webb lodged a letter with the court for Michael Webb accompanied by unfiled objections to the proposed order filed by applicant, and also included a proposed order.

On September 27, 2012, applicant filed a response to Webb's lodged objections

The court did not ask for a proposed order. The September 13, 2012, order speaks for itself and simply requires a resubmission of the application excising the disapproved amounts. Accordingly, neither order will be signed by the court.

COUNSEL FOR APPLICANT IS TO GIVE NOTICE.

A copy of this minute order is mailed via U.S. Mail to counsel for applicant addressed as follows:

MICHAEL R. WEISS, EPSTEIN TURNER WEISS, 633 W. FIFTH STREET, SUITE 3330, LOS ANGELES, CA 90071