

1 DAVID R. ZARO (BAR NO. 124334)
 2 JOSHUA A. DEL CASTILLO (BAR NO. 239015)
 3 MELISSA K. ZONNE (BAR NO. 301581)
 4 ALLEN MATKINS LECK GAMBLE
 5 MALLORY & NATSIS LLP
 6 865 South Figueroa Street, Suite 2800
 7 Los Angeles, California 90017-2543
 8 Phone: (213) 622-5555
 9 Fax: (213) 620-8816
 10 E-Mail: dzaro@allenmatkins.com
 11 jdelcastillo@allenmatkins.com
 12 mzone@allenmatkins.com

13 Attorneys for Receiver
 14 STEPHEN J. DONELL

15 UNITED STATES DISTRICT COURT
 16 CENTRAL DISTRICT OF CALIFORNIA

17 SECURITIES AND EXCHANGE
 18 COMMISSION,

19 Plaintiff,

20 v.

21 ROBERT YANG, et al.,

22 Defendants,

23 YANROB'S MEDICAL, INC., et al.,

24 Relief Defendants.

Case No. 5:15-CV-02387-SVW (KKx)

THIRD INTERIM APPLICATION FOR
 PAYMENT OF FEES AND
 REIMBURSEMENT OF EXPENSES OF
 RECEIVER STEPHEN J. DONELL

[Notice of Applications for Payment of
 Fees and Reimbursement of Expenses;
 Third Interim Application of Allen
 Matkins; Memorandum of Points and
 Authorities; Declaration of Stephen J.
 Donell; and [Proposed] Order submitted
 concurrently herewith]

Date: February 27, 2017

Time: 1:30 p.m.

Ctrm: 10A

Judge: Hon. Stephen V. Wilson

25 Stephen J. Donell (the "Receiver"), the Court-appointed permanent receiver
 26 for Defendants Suncor Fontana, LLC, Suncor Hesperia, LLC, Suncor Care
 27 Lynwood, LLC, and their respective subsidiaries and affiliates (collectively, the
 28 "Receivership Entities" or "Entities"),¹ hereby submits this Third Interim

¹ The word "Defendant" is capitalized throughout this document in order to emphasize the nature of these parties.

1 Application for Payment of Fees and Reimbursement of Expenses (the Receiver's
2 "Application"). **The Application covers the period from July 1, 2016, through**
3 **September 30, 2016** (the "Application Period").

4 As reflected below, during the Application Period, the Receiver and his staff
5 spent a total of 103.6 hours working on behalf of the Receivership Entities, for fees
6 totaling \$31,555.80. In addition, the Receiver incurred \$159.76 in expenses. In
7 accordance with this Court's prior orders, **the Receiver now requests that this**
8 **Court approve 100% of the Receiver's fees and expenses incurred during the**
9 **Application Period, and enter an order authorizing the Receiver to pay, on an**
10 **interim basis, 90% of the all fees incurred, in the amount of \$28,400.22, and**
11 **100% of expenses incurred (\$159.76).**

12 As reflected in the Receiver's prior submissions to the Court, during the
13 Application Period, the Receiver made substantial progress in satisfaction of his
14 duties as defined by the Court in its December 11, 2016 Preliminary Injunction,
15 Order Appointing Receiver, Freezing Assets, and Providing for Other Ancillary
16 Relief (the "Appointment Order").

17 Specifically, during the Application Period, the Receiver, among other things:
18 (1) continued to administer the estates of the Receivership Entities (collectively, the
19 "Estate"), funded via approximately \$2.4 million in cash recoveries; (2) confirmed
20 the amount and location of nearly \$3 million in cash assets potentially available for
21 recovery and subject to turn-over requirements of the Appointment Order, in the
22 form of approximately \$2.5 million in cash deposits (\$2.4 million of which have
23 been turned over, with further proceedings pending as to \$2 million of this total) and
24 \$250,000 in investor funds paid to the Metropolitan Water District of Southern
25 California in the pre-receivership period; (3) secured the turn-over of \$2 million of
26 the above-referenced cash deposits from Celtic Bank Corporation ("Celtic Bank"),
27 which funds the Receiver is holding in a separate account pending a Court
28 determination regarding competing claims to these funds; (4) continued to develop

1 and undertake a marketing and disposition plan in connection with each of the real
2 properties implicated in this matter, including via the engagement of real property
3 brokers and the commencement of marketing efforts for all saleable properties; (5)
4 coordinated with Celtic Bank and with GBC International Bank ("GBC Bank")
5 regarding the abandonment of two of the real properties implicated in this matter;
6 (6) identified two real properties determined to be "underwater," and subject to
7 immediate abandonment, and prepared and filed a motion for authority to complete
8 an abandonment of those properties, ultimately resulting in the Court-approved
9 abandonment of these properties during Application Period; and (7) identified a pre-
10 receivership purchase and sale agreement ("PSA") for another real property which
11 the Receiver determined should be abandoned, ultimately resulting in Court
12 approval of the PSA's abandonment

13 The Receiver further: (8) prepared and submitted his Second Quarterly Status
14 Report (the "Second Interim Report") (Dkt No. 129); (9) continued to monitor and
15 participate in all pending state court litigation matters affecting or relating to the
16 Receivership Entities, and maintained the status quo in such matters; and (10)
17 communicated with investors (and counsel for investors) in the Receivership
18 Entities regarding the status of the receivership, issues relating to investor
19 immigration petitions, and registration via the Receiver's website.

20 Given the amount and nature of the work completed by the Receiver and his
21 staff, the Receiver respectfully submits that the fees and expenses incurred and
22 addressed herein are appropriate and, accordingly, requests that the Court enter an
23 order approving the fees and expenses and authorizing payment of 90%
24 (\$28,400.22) of the fees, on an interim basis, and 100% of expenses incurred
25 (\$159.76), from the funds of the Receivership Entities.

26 **I. WORK PERFORMED BY THE RECEIVER.**

27 During the Application Period, the Receiver and his staff undertook
28 substantial additional efforts to understand the business and financial activities of

1 the Receivership Entities, investigate and recover receivership assets, develop and
2 implement property disposition plans, and otherwise administer the Estate of the
3 Receivership Entities. Significant progress has been made, and the Receiver's
4 efforts continue. The Receiver's previously submitted Initial Report of Receiver
5 (the "Initial Report") (Dkt. No. 20), First Quarterly Status Report (the "First Interim
6 Report") (Dkt. No. 53), and the aforementioned Second Interim Report summarize
7 the Receiver's efforts and conclusions in substantial detail. The Receiver invites the
8 Court and all interested parties to review those documents in conjunction with the
9 present Application.

10 Below, the Receiver addresses the key efforts undertaken and issues
11 addressed during the Application Period, and provides a detailed summary of the
12 services provided and time spent by the Receiver and his staff, during the
13 Application Period. As reflected below, the Receiver has categorized his efforts by
14 project, property and/or Receivership Entity:

15 **A. Suncor Fontana, LLC | 7227 Oleander Avenue.**

16 The Receivership Entity Suncor Fontana, LLC is associated with the property
17 located at 7227 Oleander Avenue, Fontana, California (the "Fontana Project"). As
18 detailed in the Initial Report, the First Interim Report, and Second Interim Report,
19 the Fontana Project is a partially constructed sub-acute / skilled nursing facility,
20 which upon the Receiver's appointment, appeared to be approximately 45%
21 complete.

22 As the Court is aware, the Receiver and his professionals have undertaken
23 significant analysis and effort in connection with Suncor Fontana, LLC and the
24 Fontana Project since the inception of this receivership. During the Application
25 Period, this included evaluating contractor issues, continued work on the potential
26 valuations for the Fontana Project, negotiations and discussions with Celtic Bank,
27 the construction lender for the Fontana Project, and evaluating and monitoring pre-
28 receivership litigation relating to the Fontana Project. The Receiver's analysis of the

1 issues associated with the Fontana Project ultimately led to its Court-approved
2 abandonment (see, e.g., Dkt. No. 115).

3 During the Application Period, the Receiver obtained a broker's opinion of
4 value ("BOV") for the Fontana Project, which suggested that its value was \$2.4
5 million. However, he was also able to confirm that the amount owing and secured
6 by the Fontana Project (in connection the Celtic Bank's loans) exceeded \$3 million.
7 The Receiver also confirmed that the Fontana Project was the subject of a number of
8 lawsuits and subject to potentially hundreds of thousands of dollars in mechanics'
9 lien claims. As a result, the Receiver filed his Motion to Abandon the Fontana
10 Property on July 15, 2016 (Dkt. No. 115) and was granted an order authorizing the
11 abandonment on August 16, 2016 (Dkt. No. 133).

12 The below chart summarizes work performed by the Receiver relating to this
13 Entity and Project, by task category:

<u>Task</u>	<u>Amount</u>
Administration – General Estate Operations	\$820.60
Administration – General Estate Operations – Property Management	\$419.70
Administration – General Estate Operations – Property Sale	\$208.20
Administration – Receivership Estate Operations	\$133.50
Financial – Accounting/Auditing	\$478.50
Financial – Status Reports	\$34.70
Financial – Tax Issues	\$104.10
Legal – Asset Analysis and Recovery	\$242.90
Legal – Asset Disposition	\$728.70
Legal – Claims Administration and Objections	\$277.60
Total	\$3,448.50
Expenses	\$34.05

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1 **B. Suncor Hesperia LLC/17577-17579 Sultana Street.**

2 Receivership Entity Suncor Hesperia, LLC is associated with the property
 3 located at 17577-17579 Sultana Street, Hesperia, California ("Hesperia Project").
 4 As detailed in the Initial Report, the First Interim Report, and the Second Interim
 5 Report, the Hesperia Project is undeveloped land, and was apparently intended to be
 6 developed as a sub-acute care / skilled nursing facility.

7 During the Application Period, the Receiver continued to evaluate invoices,
 8 claims, and debts against the Hesperia Project, conducted property inspections, and
 9 evaluated mechanic's liens and issues arising in connection with unpaid, pre-
 10 receivership property taxes, in an effort to develop a disposition plan. When
 11 combined with his analysis of the secured debt associated with the Hesperia Project,
 12 the Receiver's evaluation of these matters – which was ongoing during the
 13 Application Period – resulted in the Receiver's decision in August 2016 to move for
 14 authority to abandon the Hesperia Project, ultimately culminating in the Court-
 15 approved abandonment (Dkt No. 134). As detailed in the Second Interim Report,
 16 the Receiver determined that the Hesperia Project was worth substantially less than
 17 the secured and securable claims against it.

18 The below chart, summarizes work performed by the Receiver relating to this
 19 Entity and Project:

<u>Task</u>	<u>Amount</u>
Administration – General Estate Operations	\$312.30
Administration – General Estate Operations: Property Sale	\$69.40
Financial – Accounting/Auditing	\$247.50
Financial – Tax Issues	\$104.10
Legal – Asset Disposition	\$277.60
Total	\$1,010.90

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C. Suncor Lynwood, LLC/3598 Martin Luther King, Jr. Blvd.

Suncor Lynwood, LLC is associated with the property located at 3598 Martin Luther King, Jr. Blvd, Lynwood, California ("Lynwood Project"). As detailed in the Initial Report, the First Interim Report, and the Second Interim Report, the Lynwood Project is a vacant structure previously used as a skilled nursing facility and apparently intended to be re-developed as a sub-acute care / skilled nursing facility.

During the Application Period, the Receiver obtained a BOV that suggested the Lynwood Project could be worth \$1.5 million, or more. Thereafter, the Receiver dedicated substantial time and effort to finalizing a disposition plan for the Lynwood Project, and soliciting and managing offers to purchase the property, the highest and best of which have, as of the date of this Application, a gross value approximately \$2 million.

The below chart summarizes work performed by the Receiver relating to this Entity and Project:

<u>Task</u>	<u>Amount</u>
Administration – General Estate Operations	\$173.50
Administration – General Estate Operations: Property Management	\$1586.40
Administration – General Estate Operations – Property Sale	\$5075.90
Administration – General Estate Operations – Property Management Operational Issues	\$714.30
Administration – Receivership Estate Operations	\$40.50
Financial – Accounting/Auditing	\$495.00
Legal – Asset Disposition	\$242.90
Total	\$8,328.50

1 **D. The Mentone Property/11201 Opal Avenue.**

2 As detailed in the Initial Report, the First Interim Report, and the Second
3 Interim Report, the real property located at 11202 Opal Ave., Mentone, California
4 ("Mentone Property") is presently comprised of unproductive orchard land, but sits
5 at the center of a series of parcels of real property immediately adjacent to the City
6 of Redlands.

7 As the Receiver previously reported, he has confirmed that at least \$500,000
8 in funds raised from investors in the Lynwood Project were diverted for the
9 purchase of the Mentone Property. During the Application Period, the Receiver
10 recovered and reviewed a pre-receivership PSA, which suggested that Defendants
11 intended to develop the Mentone Property as a site for 27 single-family homes. The
12 Receiver determined that this PSA, if performed, would subject the Estate to a
13 number of onerous requirements, and costs in excess of \$500,000, with no guarantee
14 of sale.

15 As a result, the Receiver petitioned for an order authorizing him to abandon
16 the pre-receivership PSA and commence marketing and sale efforts anew (Dkt.
17 No. 72). Following the filing of that motion, and during the Application Period, the
18 Receiver continued to engage in communications with RL Communications ("RL"),
19 with whom Defendants had contracted in the previously-defined PSA to sell the
20 Mentone Property, relating to the possibility of amending or restructuring RL's
21 contemplated purchase of the Mentone Property. The negotiations did not result in
22 any revised purchase agreement. Ultimately, the Court entered an order allowing
23 for the PSA to be abandoned (Dkt. No. 132). Following that order, the Receiver
24 began marketing the Mentone Property for sale. As of the date of this Application,
25 the Receiver is actively marketing the Mentone Property, and has received at least
26 one conditional offer to purchase the property for nearly \$1 million.

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1 The below chart summarizes work performed relating to this property:

<u>Task</u>	<u>Amount</u>
Administration – General Estate Operations	\$138.80
Administration – Website	\$55.00
Administration – General Estate Operations – Property Management	\$1,353.30
Administration – General Estate Operations: Property Sale	\$867.50
Administration – General Estate Operations – Property Sale Activities	\$4,142.40
Administration – Receivership Estate Operations	\$49.50
Financial – Accounting/Auditing	\$22.50
Legal – Asset Disposition	\$173.50
Total	\$6,802.50

14 **E. Yanrob's Medical, Inc./406 Vanderbilt Way.**

15 As detailed in the Initial Report, the First Interim Report, and the Second
 16 Interim Report, the real property located at 406 Vanderbilt Way, San Bernardino,
 17 California (the "Vanderbilt Property") is the principal place of business of Relief
 18 Defendant Yanrob's Medical, Inc. ("Yanrob"), and the location of Defendant Yang's
 19 medical practice.

20 The Receiver determined that Yanrob received more than \$1,000,000 in funds
 21 raised from Receivership Entity investors, some of which was used to make tenant
 22 improvements at the Vanderbilt Property. Further, during the Application Period,
 23 and through his investigation and efforts, the Receiver determined that the value of
 24 the Vanderbilt Property was approximately \$1.5 million, or roughly equal to that of
 25 an outstanding debt owed to GBC Bank and secured by the Vanderbilt Property. As
 26 a result, and throughout the Application Period, the Receiver engaged in substantial
 27 negotiations with counsel for GBC Bank, Yanrob, and other entities claiming an
 28 actual or contingent interest in the Vanderbilt Property, and worked to finalize a

1 strategy for resolving the Estate's claim to the \$500,000 in Estate funds on deposit
 2 with GBC Bank, which funds GBC Bank had claimed represented additional
 3 collateral for the loan also secured by the Vanderbilt Property. These negotiations
 4 ultimately culminated in the Stipulation for Order Authorizing Abandonment and
 5 Sale of Real Property (Dkt. No. 136), which authorized the sale of the Vanderbilt
 6 Property to an arms-length buyer and the return of all, or a substantial portion of, the
 7 funds on deposit with GBC Bank. The Court entered an order granting the
 8 Stipulation on September 15, 2016 (Dkt. No. 137). The authorized sale has since
 9 been consummated and GBC Bank has released \$400,000 in cash to the Receiver.
 10 The below chart summarizes work performed by the Receiver relating to Yanrob
 11 and the Vanderbilt Property:

<u>Task</u>	<u>Amount</u>
Administration – General Estate Operations -- Property Management	\$27.50
Administration – General Estate Operations	\$228.50
Administration – General Estate Operations – Sale Efforts	\$679.60
Administration – Receivership Estate Operations	\$166.30
Financial – Accounting/Auditing	\$214.50
Legal – Asset Analysis and Recovery	\$138.80
Legal – Asset Disposition	\$1,353.30
Total	\$2,808.50

23 **F. General Receivership Work.**

24 During the Application Period, the Receiver also engaged in numerous
 25 general or administrative efforts on behalf of the Receivership Entities, collectively,
 26 in order to maintain the cumulative value of the Estate, coordinate with the Plaintiff
 27 Securities and Exchange Commission ("Commission"), and fulfill his reporting and
 28

1 other obligations.

2 During the Application Period, the Receiver undertook additional efforts to
 3 understand the finances of the Defendant entities and individuals. The Receiver also
 4 performed work on listing agreements relating to various properties, and performed
 5 general accounting work relating to cash turnovers and vendor services required in
 6 order to administer the Estate.

7 During the Application Period, the Receiver further reviewed and finalized
 8 the Second Interim Report, coordinated with counsel in connection with scheduled
 9 hearings and other Court deadlines, monitored related pending actions in San
 10 Bernardino Superior Court, maintained and updated his website relating to this
 11 receivership, and worked with vendors relating to payments and any related vendor
 12 issues. The below chart summarizes work performed by the Receiver relating to this
 13 generalized and inclusive category of work:

<u>Task</u>	<u>Amount</u>
Administration – General Estate Operations	\$2,864.80
Administration – General Operations – Sale of Property	\$1,561.50
Administration – Investor Relations	\$27.50
Administration – Receivership Estate Operations	\$33.00
Administration – Website Operations	\$825.00
Financial – Accounting/Auditing	\$585.00
Financial – Status Reports	\$588.20
Financial – Tax Issues	\$1,388.00
Legal – Asset Analysis and Recovery	\$173.50
Legal – Asset Disposition	\$485.80
Legal – Case Administration	\$208.20

<u>Task</u>	<u>Amount</u>
Legal – Claims Administration and Objections	\$416.40
Total	\$9,156.90
Expenses	\$125.71

A true and correct copy of all of the Receiver's invoices for the Application Period are attached to his concurrently-filed declaration. (Declaration of Stephen J. Donell in support of the Application ["Donell Decl."], ¶ 4, **Exh. A.**) In his reasonable business judgment, the Receiver believes the hourly rates that he and his internal professionals charged were appropriate, given the requirements of the receivership, that every effort was made to have tasks completed at the lowest possible billing rate, and that the total fees for which he seeks approval are fair and reasonable. (Donell Decl., ¶¶ 3-4.) The Receiver has also prepared a Standardized Fund Accounting Report for the Estate of the Receivership Entities in accordance with the Commission's billing requirements, summarizing the Receiver's collections, disbursements, and financial activities on behalf of the Receivership Entities and the Estate. (Donell Decl., ¶ 5, **Exh. B.**)

II. SUMMARY OF RECEIVER'S FEES.

A. Summary Of Fees By Category Of Work.

The total fees of \$31,555.80 incurred by the Receiver from July 1, 2016 through September 30, 2016, can be broken down into the following categories of work:

<u>Task</u>	<u>Amount</u>	<u>Percentage</u>
Administration – General Estate Operations	\$4,538.50	14.3825%
Administration – General Estate Operations – Sales Efforts	\$679.60	2.1536%
Administration – General Estate Operations – Property Management	\$3,386.90	10.7331%
Administration – General Estate Operations: Property Sale	\$7,782.50	24.6627%

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<u>Task</u>	<u>Amount</u>	<u>Percentage</u>
Administration – General Operations: Property Sale Activities	\$4,142.40	13.1272%
Administration – General Estate Operations – Property Management Operational Issues	\$714.30	2.2636%
Administration – Investor Relations	\$27.50	0.0871%
Administration – Receivership Estate Operations	\$422.80	1.3398%
Administration – Website	\$880.00	2.7887%
Financial -- Status Reports	\$622.90	1.9740%
Financial – Accounting/Auditing	\$2,043.00	6.4742%
Financial -- Tax Issues	\$1,596.20	5.0583%
Legal – Asset Analysis and Recovery	\$555.20	1.7594%
Legal – Asset Disposition	\$3,261.80	10.3366%
Legal – Case Administration	\$208.20	0.6598%
Legal – Claims Administration and Objections	\$694.00	2.1993%
Subtotal	\$31,555.80	
Fee/Expense Reduction	(\$3,155.58)	
Final Discounted Total	\$28,400.22	
Total Expenses	\$159.76	

III. CONCLUSION.

As reflected above, the Receiver has determined, in his business judgment, that the total fees incurred during the Application Period were reasonable.

Accordingly, the Receiver respectfully requests that the Court enter an Order approving the \$31,555.58 for his fees incurred during the Application Period,

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1 and authorizing the payment, on an interim basis, of 90% of said fees incurred,
2 in the amount of \$28,400.22, and 100% of his expenses, in the amount of
3 \$159.76.

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5 Dated: January 11, 2017

ALLEN MATKINS LECK GAMBLE
MALLORY & NATSIS LLP
DAVID R. ZARO
JOSHUA A. DEL CASTILLO
MELISSA K. ZONNE

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8 By: /s/ Joshua A. del Castillo

JOSHUA A. DEL CASTILLO
Attorneys for Receiver
STEPHEN J. DONELL

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PROOF OF SERVICE

Securities and Exchange Commission v. Robert Yang, Suncor Fontana, et al.
USDC, Central District of California – Case No. 5:15-cv-02387-SVW (KKx)

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 865 S. Figueroa Street, Suite 2800, Los Angeles, California 90017-2543.

A true and correct copy of the foregoing document(s) described below will be served in the manner indicated below:

THIRD INTERIM APPLICATION FOR PAYMENT OF FEES AND REIMBURSEMENT OF EXPENSES OF RECEIVER, STEPHEN J. DONELL

1. **TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING ("NEF")** – the above-described document will be served by the Court via NEF. On **January 11, 2017**, I reviewed the CM/ECF Mailing Info For A Case for this case and determined that the following person(s) are on the Electronic Mail Notice List to receive NEF transmission at the email address(es) indicated below:

- **Zachary T. Carlyle**
carlylez@sec.gov,kasperg@sec.gov,karpeli@sec.gov,
blomgrene@sec.gov,pinkstonm@sec.gov,NesvigN@sec.gov
- **Stephen J. Donell**
jdelcastillo@allenmatkins.com
- **Mark T. Hiraide**
mth@msk.com,kjue@phlcorplaw.com,
hitabashi@phlcorplaw.com,eganous@phlcorplaw.com
- **Leslie J. Hughes**
hughesLJ@sec.gov,kasperg@sec.gov,pinkstonm@sec.gov,
nesvign@sec.gov
- **George D. Straggas**
George.straggas@straggasdean.com;sarah.borghese@straggasdean.com,
eric.dean@straggasdean.com
- **David J. Van Havermaat**
vanhavermaatd@sec.gov,larofiling@sec.gov,berryj@sec.vog,
irwinma@sec.gov
- **Joshua Andrew del Castillo**
jdelcastillo@allenmatkins.com

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- **David R Zaro**
dzaro@allenmatkins.com

2. **SERVED BY U.S. MAIL OR OVERNIGHT MAIL (indicate method for each person or entity served)**: On _____, I served the following person(s) and/or entity(ies) in this case by placing a true and correct copy thereof in a sealed envelope(s) addressed as indicated below. I am readily familiar with this firm's practice of collection and processing correspondence for mailing. Under that practice it is deposited with the U.S. postal service on that same day in the ordinary course of business. I am aware that on motion for party served, service is presumed invalid if postal cancellation date or postage meter date is more than 1 (one) day after date of deposit for mailing in affidavit. Or, I deposited in a box or other facility regularly maintained by FedEx, or delivered to a courier or driver authorized by said express service carrier to receive documents, a true copy of the foregoing document(s) in sealed envelopes or packages designated by the express service carrier, addressed as indicated above on the above-mentioned date, with fees for overnight delivery paid or provided for.

I declare that I am employed in the office of a member of the Bar of this Court at whose direction the service was made. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on **January 11, 2017** at Los Angeles, California.

/s/ Martha Diaz

Martha Diaz