

1 MARIA K. PUM (State Bar No. 120987)
JON A. GRISSOM (State Bar No. 190793)
2 HENDERSON, CAVERLY & PUM LLP
12750 High Bluff Drive, Suite 300
3 San Diego, California 92130
Tel: (858) 755-3000
4 Fax: (858) 755-9900
Emails: mpum@hcesq.com; jgrissom@hcesq.com

5
6 Attorneys for Receiver
RICHARD M KIPPERMAN
7

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF SAN DIEGO
10 CENTRAL DIVISION

11 A&B MARKET PLUS INC. dba CAMPUS
LIQUOR AND DELI; LS & SLG, INC. dba
12 ADAMS AVENUE LIQUOR; WALL FIRST
13 VENTURE INC. dba RJ LIQUOR; OB
STAR INC. dba LITICKERS LIQUOR;
14 SAEED SOMO dba MESA FOOD AND
LIQUOR; LATIF MAROGY dba SPOTS
15 LIQUOR and dba SUNRISE MARKET
AND GAS; HANI SHAMOUN dba MIKES
16 MARKET,

17 Plaintiffs,

18 v.

19 NEIGHBORHOOD MARKET, a non-profit
mutual benefit corporation; MARK
20 ARABO, President & CEO of
Neighborhood Market Association, Inc.;
21 AMIR ORAM, Secretary and Treasurer of
Neighborhood Market Association; and
22 DOES 1 through 50, Inclusive,
23 Defendants.
24

Case No. 37-2015-00032389-CU-OE-CTL

[IMAGED FILE]

RECEIVER'S REPORT NO. 1

Initial Report:

- Initial Inventory
- Initial Accounting; and
- Initial Fee Request

Date: n/a

Time:

Dept.: C-75

Judge: Hon. Richard E. L. Strauss

Action Filed: September 24, 2015

25 ///
26 ///
27 ///
28 ///

1 Richard M Kipperman, the duly appointed, qualified, and acting Receiver herein
2 ("Receiver"), by and through his counsel of record, hereby makes this initial report as
3 follows:

4 **I. INITIAL REPORT ON ADMINISTRATION**

5 **A. Appointment:**

6 On January 24, 2018 the Court issued its "Order Granting Plaintiffs' Motion for an
7 Order Appointing Receiver" (the "Receivership Order") pursuant to which Richard M
8 Kipperman (the "Receiver") was appointed as the receiver for Neighborhood Market
9 Association ("NMA"), one of the defendants in this action.

10 The Receiver is qualified to act herein having filed the Receiver's Oath, and
11 having posted the \$20,000.00 Receiver's Bond, with the Court.

12 Among other duties, the Receivership Order directed the Receiver to:

- 13 1. Oversee the retention of an independent election inspector in order to hold
14 an independent election of the "current NMA Board" within 120 days of the
15 entry of the Receivership Order (Receivership Order, ¶15);
- 16 2. Operate, care for, preserve and maintain the NMA as an ongoing
17 business, and incur the expenses necessary in such operation, care,
18 preservation, and maintenance (Receivership Order, ¶16(a));
- 19 3. Take possession and control of all documents related to the NMA,
20 including but not limited to books, records, correspondence, insurance
21 policies, books and accounts, whether in the possession and control of
22 Mark Arabo/Refined Management or his agents, servants or employees
23 (Receivership Order, ¶16(c));
- 24 4. Confirm that the NMA is properly insured (Receivership Order, ¶16(f));
- 25 5. Take possession and control of all bank and deposit accounts standing in
26 the name of, or for the benefit of, the NMA (Receivership Order, ¶16(g));
- 27 6. Take possession and control of all tax identification numbers of and
28 associated with NMA, to open and utilize bank accounts for receivership

1 funds, and to use NMA tax identification numbers for all legal purposes
2 including the opening and utilization of bank accounts for receivership
3 funds (Receivership Order, ¶6(m)); and

4 7. Generally do such other things as may be necessary or incidental to the
5 foregoing special powers, directions and general authorities and to take actions
6 relating to the NMA beyond the scope contemplated by the provisions set forth
7 above, provided the Receiver obtain prior Court approval for any actions beyond the
8 scope contemplated herein (Receivership Order, ¶6(r)).

9 **B. Administration.**

10 Upon becoming qualified to act as the Receiver of the Property, the Receiver
11 undertook the following activities:

12 1. NMA/RMI Contract. The Receivership Order directed that the Receiver
13 report to the Court “within 15 days of entry of this Order as to whether the contract
14 between Refined Management, Inc. and the [NMA] . . . should be modified in any way;
15 whether any payments on the contract should be temporarily suspended; or whether it
16 should be rescinded at this time.” Receivership Order at ¶4. The Receiver promptly
17 reviewed the contract (the “RMI Contract”) between the NMA and Refined Management,
18 Inc. (“RMI”) and began discussions with Mr. Mark Arabo (“Arabo”), the principal of RMI
19 concerning what services were being provided by RMI to the NMA under the RMI
20 Contract, what the value of those services to RMI were and whether there were terms
21 upon which Arabo might provide certain services to the NMA, principally in connection
22 with fundraising, and for which RMI and/or Arabo might be compensated on a
23 commission basis. These discussions and the Receiver’s investigation of the RMI
24 Contract became time-intensive and the Receiver sought an extension from the Court to
25 file his report regarding the RMI Contract on February 22, 2018 rather on February 8,
26 2018 by filing an Interim Report on that date. Unfortunately, although discussions with
27 Arabo concerning the RMI Contract continued after February 8, 2018, a negotiated
28 resolution with regard to the treatment of the RMI Contract was not possible and on

1 February 22, 2018, after further investigation unearthed additional facts concerning the
2 services provided by RMI and its subcontractors, the Receiver filed his Report of
3 Receiver Relating to Management Contract” recommending that the RMI Contract be
4 rescinded.

5 2. Custody and Control of Assets. The Receiver also began to collect and
6 take custody of the assets of the NMA , including books and records of the NMA (to the
7 extent they were available), along with computer servers and assorted “FF&E” of the
8 NMA, most of which were in the possession of RMI. The Receiver sought to obtain
9 copies of all contracts to which the NMA was a party, but met with evasive conduct from
10 Arabo who, as the principal of RMI, was the person designated as being responsible for
11 the NMA’s records. Often, Arabo would state he did not have copies of requested
12 documentation and the Receiver was left to contact the counter-party to the contracts to
13 obtain contracts from those counter-parties. In addition, the Receiver obtained
14 possession and control of the NMA Wells Fargo Bank account.

15 3. Election Procedures. The Receiver has diligently sought to get an election
16 of new Board members for the NMA underway. This proved to be a more involved task
17 than had been imagined by the Receiver. The Receiver’s approach began with (i) a
18 review of the NMA’s By-Laws which fail to clearly set forth the election procedures as
19 historically implemented by the NMA, (ii) locating and vetting an “independent inspector
20 of election” who would be acceptable to the NMA membership so that there was no
21 suspicion that the election was not conducted fairly and impartially, and (iii) discussing
22 the conduct of the election with representatives of various parties involved in the
23 litigation. The Receiver then sought to obtain further instructions from the Court
24 concerning the election, as well as a clarification of certain aspects of the election
25 pursuant to an ex parte application that was filed on March 12, 2018 and heard on
26 March 16, 2018. At that hearing, the Court determined that certain matters relating to
27 eligibility to vote could not be determined by the Court on an ex parte bases and
28 counsel for the Receiver proposed that an order removing those eligibility provisions be

1 circulated and then presented to the Court for approval. The Receiver then worked with
2 counsel on preparing a new order as was discussed on March 16, 2018, which was
3 circulated for comment to the parties and was filed and served on March 27, 2018. In
4 the meantime, the Plaintiffs filed an ex parte application which was set for March 28,
5 2018 pursuant to which the Plaintiffs sought an order from the Court to set a hearing on
6 their contemplated motion to disqualify two members of the NMA's management from
7 being considered members in good standing. At that March 28, 2018 hearing, the Court
8 asked that the Receiver re-submit as a motion the matters set forth in the Receiver's
9 previous ex parte application so that those matters could be heard on April 13, 2018,
10 concurrently with the Plaintiffs' disqualification motion. The Receiver filed the motion
11 regarding the election procedures on March 28, 2018 and the motion was largely
12 granted at the hearing on April 13, 2018. A final order is in the process of being
13 circulated among the parties before being lodged with the Court.

14 4. Retention of Mr. James Elia. The Receivership Order authorizes the
15 Receiver to employ any person or firm to work at NMA and manage, maintain, preserve,
16 protect and operate NMA if the Receiver deemed it necessary or appropriate. At the
17 time of the appointment of the Receiver, James Elia was a contract employee for NMA
18 performing various administrative, organizational, and bookkeeping functions. The
19 Receiver has retained Mr. Elia to support the Receiver by continuing to provide various
20 administrative, organizational, and bookkeeping services for NMA.

21 5. Fundraising Activities. The inability the Receiver to resolve election
22 procedures hampered the Receiver's ability to engage in fundraising activities. A pivotal
23 issue concerning the election was identifying who was qualified to vote. In addition, it
24 was critical to identify who were members and to invoice the members for the
25 appropriate amount of their dues. Those fundamental questions and the jockeying for
26 position among members and former management of the NMA made it difficult to plan
27 events such as the annual golf tournament without exposing the NMA to incurring
28 significant costs for an event that might not be very successful until the divisive issue

1 relating to the election and voting were resolved. The Receiver has worked on
2 scheduling a golf tournament but the hoped-for date of May, 2018 proved to be overly
3 ambitious. The Receiver is now working toward holding the event in October, 2018.

4 **C. Inventory:**

5 The NMA personal property consists of: three (3) computers; one (1) conference
6 table; and, eighteen (18) chairs.

7 **D. Insurance:**

8 The NMA Directors and Officers Liability policy of insurance has been renewed.

9 **II. INITIAL ACCOUNTING**

10 The Receiver has opened a receivership estate account with California Bank &
11 Trust ("CBT"). The Receiver has funded the CBT receivership estate account largely
12 with advances by the Receiver as noted in the accounting below. The Receiver seeks
13 reimbursement of funds advanced by the Receiver to the CBT receivership estate
14 account from NMA monies under the possession and control of the Receiver.

15 As noted above, the Receiver is in possession and control of the NMA Wells
16 Fargo Bank account. The NMA Wells Fargo Bank account has been frozen to prevent
17 disbursement, but allow deposits. The activity in the NMA Wells Fargo account is
18 reported below.

19 **RECEIVERSHIP ESTATE CBT CASH ACCOUNTING**
20 **JANUARY 24, 2018 THROUGH MARCH 31, 2018**

21 **BEGINNING CASH**

22 Cash on hand as of 01/24/2018 \$ -

23
24 **FUNDS ADVANCED BY RECEIVER:**

25 1. Corporate Management Inc. through \$ 10,000.00
26 3/31/2018
27 TOTAL FUNDS ADVANCED BY RECEIVER \$ 10,000.00
28

1	REVENUES:		
2	1. Foodbuy - NMA Receivable	\$	351.37
3			
4	TOTAL REVENUES:		\$ 351.37
5	DISBURSEMENTS:		
6	1. BFI Insurance Services	\$	9,931.00
7	Initial NMA D & O Insurance Premium		
8	TOTAL DISBURSEMENTS:		\$ 9,931.00
9	ENDING CASH BALANCE 03/31/2018		\$ 420.37

10

11 Attached hereto as Exhibit "A" and incorporated herein as fully set forth, is a copy
 12 of the Receiver's Cash Receipts and Disbursements Record for the period January 24,
 13 2018 through March 31, 2018.

14

NMA WELLS FARGO BANK ACCOUNT
JANUARY 24, 2018 THROUGH MARCH 31, 2018

15

16

BEGINNING CASH

17

Cash on hand as of 01/24/2018 \$ 1,034.17

18

19

REVENUES:

20

21

22

23

24

25

26

27

28

1. Moneygram	\$	2,568.70
2. Bank of America ACH		13,993.93
3. iPayment Inc.		570.61
4. Deposits		12,388.33
5. Liberty Mutual		315.19

TOTAL REVENUES: \$ 29,836.76

BANK FEES/CHARGES:

1. Bank Statement Fee	2.00
2. Bank Check Return Fee	35.00
3. Business to Business ACH Fee	9.15

1 TOTAL BANK FEES/CHARGES: \$ 46.15
2 ENDING CASH BALANCE 03/31/2018 \$ 30,824.78
3

4 **III. INITIAL FEE, COST, AND REIMBURSEMENT REQUEST**

5 **A. Receiver's Fees and Costs/Expenses January 1, 2018 Through March 31,**
6 **2018:**

7 The Receiver seeks payment for services rendered by the Receiver and the
8 Receiver's staff for the period January 1, 2018 through March 31, 2018 in the amount of
9 \$26,602.50 which is a reasonable and fair amount to be allowed as compensation for
10 the services rendered.

11 The Receiver seeks reimbursement of costs advanced/expenses incurred by the
12 Receiver for the period January 1, 2018 through March 31, 2018 in the amount of
13 \$7,429.88.

14 Attached hereto as Exhibit "B", and incorporated herein as set forth, is a fee
15 detail of the services of the Receiver and the Receiver's staff, and a cost/expense detail
16 of the costs advanced and expenses incurred by the Receiver, for the period January 1,
17 2018 through March 31, 2018.

18 **B. Receiver's Reimbursements January 1, 2018 Through March 31, 2018:**

19 As noted in the Initial Accounting above, and as detailed in Exhibit A hereto, the
20 Receiver, through his company, Corporate Management, Inc., advanced funds to the
21 CBT Receivership Estate account through March 31, 2018 in the amount of \$10,000.00.
22 In addition to the payment of \$26,602.50 for Receiver fees through March 31, 2018 and
23 the payment of \$7,429.88 for costs advanced and expenses incurred by the Receiver
24 through March 31, 2018, the Receiver seeks reimbursement of the advance of funds to
25 the receivership estate CBT account of \$10,000.00 by the Receiver through his
26 company Corporate Management, Inc., through March 31, 2018.

27 ///

28 ///

1 **C. Henderson Caverly & Pum Fees and Costs Through March 31, 2018:**

2 As authorized by the Court, the Receiver has retained the law firm of Henderson
3 Caverly & Pum LLP ("HCP") to represent the Receiver and the Receivership Estate in
4 connection with matters arising in the administration of the receivership. HCP fees and
5 costs are payable from NMA funds in the possession and control of the Receiver and/or
6 receivership estate funds on hand with the Receiver. Through the period March 31,
7 2018 HCP charged fees and costs in the amount of \$63,338.64.

8 WHEREFORE, the Receiver requests as follows:

9 After due notice is given and this Report and Accounting is approved subject to
10 later court review and approval of the final fees of the Receiver;

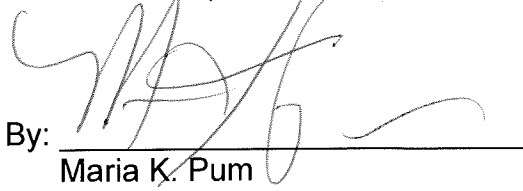
- 11 1. The Receiver be allowed for the period January 1, 2018 through March
12 31, 2018 the sum of \$26,602.50 as compensation for services of the
13 Receiver and the Receiver's staff for the period; the sum of \$7,429.88 as
14 payment for costs advanced/expenses incurred by the Receiver for the
15 period; and the sum of \$10,000.00 as reimbursement for funds advanced
16 to the receivership estate by the Receiver through his company Corporate
17 Management, Inc., for the period for a total for fees, costs
18 advanced/expenses incurred, and reimbursements for the period in the
19 amount of \$44,032.38.
- 20 2. The HCP fees and costs be allowed through March 31, 2018 in the
21 amount of \$63,338.64.
- 22 3. Provided no objection is served on the Receiver within twenty (20) days of
23 the date of the service of this Report, the Receiver will compensate and
24 reimburse himself in the total amount of \$44,032.38 for fees,
25 costs/expenses, and reimbursement of advances for the period January 1,
26 2018 through March 31, 2018 from NMA funds in the possession and
27 control of the Receiver and/or receivership estate funds on hand with the
28 Receiver, and, the Receiver will compensate HCP in the total amount of

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

\$63,338.64 for fees and costs through March 31, 2018 from NMA funds in the possession and control of the Receiver and/or receivership estate funds on hand with the Receiver.

Dated: April 20, 2018

HENDERSON, CAVERLY & PUM LLP



By: _____
Maria K. Pum
Partner
Attorneys for Receiver
RICHARD M KIPPERMAN

EXHIBIT A

Exhibit A

Form 2

Cash Receipts And Disbursements Record

Case Number: 2015-00032389 RELS
 Case Name: Neighborhood Mkt adv A&B Market Plu
 Trustee: Richard M Kipperman, Receiver (007919)
 Bank Name: CALIFORNIA BANK & TRUST
 Account: *****55 - Checking Account
 Blanket Bond: N/A
 Separate Bond: \$20,000.00
 Taxpayer ID #: 33-0673466
 Period: 01/01/18 - 03/31/18

1	2	3	4	5	6	7	8	9	10
Trans. Date	{Ref #} / Check #	Paid To / Received From	Description of Transaction	Deposits (\$)	Interest (\$)	Checks (\$)	Adjustments (\$)	Transfers (\$)	Account / CD Balance (\$)
03/02/18		Foodbuy	BALANCE FORWARD	351.37					0.00
03/13/18	101	VOID CHECK	Receivable For purposes of opening new account Voided on 03/15/18			1.00			351.37
03/15/18		Corporate Management Inc.	Advance from CMI to cover Insurance ACH				10,000.00		350.37
03/15/18	101	VOID CHECK	For purposes of opening new account Voided: check issued on 03/13/18			-1.00			10,350.37
03/15/18		BFI Insurance Services	Payment Confirmation Receipt #300983 for Bus Insurance.				-9,228.00		10,351.37
03/21/18		BFI Insurance Services	Remainder of down payment collected previously re Inv. 2016-00906-01				-703.00		1,123.37
									420.37

Account *****55	
Balance Forward	0.00
1 Deposits	351.37
0 Interest Postings	0.00
Subtotal	351.37
1 Adjustments In	10,000.00
0 Transfers In	0.00
Total	10,351.37
1 Checks	0.00
2 Adjustments Out	9,931.00
0 Transfers Out	0.00
Total	9,931.00

Form 2

Cash Receipts And Disbursements Record

Case Number: 2015-00032389 RELS Trustee: Richard M Kipperman, Receiver (007919)
 Case Name: Neighborhood Mkt adv A&B Market Plu Bank Name: CALIFORNIA BANK & TRUST
 Taxpayer ID #: 33-0673466 Account: *****55 - Checking Account
 Period: 01/01/18 - 03/31/18 Blanket Bond: N/A
 Separate Bond: \$20,000.00

1	2	3	4	5	6	7	8	9	10
Trans. Date	{Ref #} / Check #	Paid To / Received From	Description of Transaction	Deposits (\$)	Interest (\$)	Checks (\$)	Adjustments (\$)	Transfers (\$)	Account / CD Balance (\$)

Report Totals	
Balance Forward	0.00
1 Deposits	351.37
0 Interest Postings	0.00
Subtotal	351.37
1 Adjustments In	10,000.00
0 Transfers In	0.00
Total	10,351.37
1 Checks	0.00
2 Adjustments Out	9,931.00
0 Transfers Out	0.00
Total	9,931.00
Net Total Balance	420.37

EXHIBIT B

Exhibit B

Timesheet Report

Trustee: Richard M Kipperman, Receiver (007919)

Period: 01/01/18 - 03/31/18

Case No: 2015-00032389 Case Name: Neighborhood Mkt adv A&B Market Plu Open Date: 01/18/18
 Case Type: Receivership

Staff Name	Category	Date	Description	Hours	Rate	Total
MAGGIE LIND	CASE ADMIN	02/01/18	Prepare check from CMI to James Elia re: Payroll advance.	0.30	75.000	22.50
		02/22/18	Prepare information to set up new account at CBT; Telephone call to Annie & CBT; email Annie with documents; Telephone call to Morgan for bank password Log, copy, prepare and post deposit to CBT; prepare for mail; Scan document to QDocs.	1.00	75.000	75.00
		03/02/18		0.20	75.000	15.00
		03/13/18	Preapre, print and send bank account change request to B of A	0.50	75.000	37.50
		03/15/18	Complete account information re: Business insurance premium payments.	0.50	75.000	37.50
		03/15/18	Telephone call from Bulldog insurance re: Follow up to insurance application	0.10	75.000	7.50
		03/21/18	Post ACH to account ledger re: Insurance payment.	0.10	75.000	7.50
Subtotal for Staff Name: MAGGIE LIND				2.70		\$202.50
RICHARD KIPPERMAN	CASE ADMIN	01/12/18	Prepare for travel to and from and attend Recivership hearing	3.50	500.000	1,750.00
		01/12/18	Telephone call P. Jonna re: Receivership Order	0.20	500.000	100.00
		01/12/18	Email S. Laughlin re: Docs for meeting	0.10	500.000	50.00
		01/16/18	Review & Comment on Order appt Receiver	0.30	500.000	150.00
		01/16/18	Prepare for Travel to and from Meeting Defendants and NMA	3.10	500.000	1,550.00
		01/16/18	P. Jonna re: Comments on Order	0.30	500.000	150.00
		01/16/18	Telephone call P. Jonna, S. Salem & Ankon Somo re: Meeting	0.20	500.000	100.00
		01/17/18	Meet S. Salem & A. Somo for background and moving forward	2.20	500.000	1,100.00
		01/17/18	Telephone call P. Jonna re: Receivers order	0.20	500.000	100.00
		01/17/18	Conference call prepared order T. Dowling; J. Marr, J. Jonna & S. Loughlin	1.30	500.000	650.00
		01/17/18	Review & respond to emails proposed order, Telephone call P. Jonna re: Sale	1.20	500.000	600.00
		01/18/18	Review and Prepare Travel to and from hearing receiver	1.10	500.000	550.00
		01/18/18	Review & Prepare Travel to and from hearing Receiver	1.10	500.000	550.00
		01/19/18	Review & respond to emails, Set up meeting	0.10	500.000	50.00
		01/19/18	Meet A. Somo & S. Salem re: Background	0.50	500.000	250.00
		01/19/18	Review bylaws	0.40	500.000	200.00
		01/22/18	To Meeting M. Pum & J. Grissom re: Case background	1.50	500.000	750.00
		01/22/18	Prepare for, Travel to and from meeting M. Arabo & J. Elia re: RMI & moving forward.	3.10	500.000	1,550.00
		01/23/18	Telephone call M. Pum re: [REDACTED]	0.30	500.000	150.00

Timesheet Report

Trustee: Richard M Kipperman, Receiver (007919)

Period: 01/01/18 - 03/31/18

Case No: 2015-00032389

Case Type: Receivership

Case Name: Neighborhood Mkt adv A&B Market Plu

Open Date: 01/18/18

Staff Name	Category	Date	Description	Hours	Rate	Total
RICHARD KIPPERMAN	CASE ADMIN	01/25/18	Review & respond to emails re: Order	0.30	500.000	150.00
		01/25/18	Meet with Mark Arabo on moving Association forward	2.40	500.000	1,200.00
		01/25/18	Draft email to all parties re: No more press	0.10	500.000	50.00
		01/26/18	Telephone call A. Samo re: Golf Tournament	0.20	500.000	100.00
		01/29/18	Meeting John Elia re: How to take NMA forward, books and records.	1.20	500.000	600.00
		01/30/18	Meeting Amad Attish re: Moving forward	1.50	500.000	750.00
		01/31/18	Telephone call S. Somo re: Golf Tournament, Amad Attisha, Membership	0.80	500.000	400.00
		02/02/18	Meeting M. Arabo - RMI contract	1.80	500.000	900.00
		02/05/18	Meet with Plaintiffs re: Concerns of Golf Tournament and potential employees	2.00	500.000	1,000.00
		02/05/18	Work with Wells Fargo re: Banking	0.80	500.000	400.00
		02/08/18	Review & respond to emails re: Golf Tournament issues	0.50	500.000	250.00
		02/08/18	Telephone call Jennifer Verabooth - Bookkeeping	0.20	500.000	100.00
		02/09/18	Review & respond to emails re: Lease	0.10	500.000	50.00
		02/09/18	Telephone call M. Pum & P. Janna re: Status, Elections, contracts.	0.90	500.000	450.00
		02/09/18	Telephone call M. Pum	0.20	500.000	100.00
		02/12/18	Review & respond to emails re: Lease Guarantee	0.10	500.000	50.00
		02/12/18	Conference call with P, Janna, Maria Pum, Sam & Arcon	0.80	500.000	400.00
		02/14/18	Meeting James re: Golf Tournament and membership	0.60	500.000	300.00
		02/20/18	Review & respond to emails RMI landlord & Telephone call Jon Estefonos (Landlord) re: NMA spacy at Symphony Towers	0.50	500.000	250.00
		02/20/18	Telephone calls M. Pum	0.30	500.000	150.00
		02/20/18	Meeting J. Elias re: Golf Tournament, membership	0.80	500.000	400.00
		02/21/18	Review & respond to emails re: contracts and guarantees	0.50	500.000	250.00
		02/21/18	Meeting James Elias re: Storage, Golf, Inventory	0.60	500.000	300.00
		02/21/18	Review & Comment on status report & RMI	0.40	500.000	200.00
		02/21/18	Telephone call A. Somo & S. Somo re: Golf & Election	0.20	500.000	100.00
		02/26/18	Review & respond to emails re: Report and election	0.70	500.000	350.00
		02/26/18	Telephone call M. Arabo re: Meeting re: Report	0.10	500.000	50.00
		02/27/18	FBI agent A. French re: Subpoena	0.70	500.000	350.00
		03/02/18	Deal with Wells Fargo	0.50	500.000	250.00
		03/05/18	Telephone call AUSA re: Computers	0.20	500.000	100.00

Timesheet Report

Trustee: Richard M Kipperman, Receiver (007919)

Period: 01/01/18 - 03/31/18

Case No: 2015-00032389 Case Name: Neighborhood Mkt adv A&B Market Plu Open Date: 01/18/18
 Case Type: Receivership

Staff Name	Category	Date	Description	Hours	Rate	Total
RICHARD KIPPERMAN	CASE ADMIN	03/05/18	Meeting A. Attish & M. Arabo re: Board, Golf, Future	1.80	500.000	900.00
		03/05/18	Review & respond to emails re: Meeting Pepsi, Taxes, Golf Tournament	0.40	500.000	200.00
		03/05/18	Draft election motion, by laws and comment	0.50	500.000	250.00
		03/05/18	Telephone call A. Somo re: Moving forward	0.20	500.000	100.00
		03/07/18	Telephone calls M. Pum	0.50	500.000	250.00
		03/07/18	Analyze Dossier report, Statement, Order	0.70	500.000	350.00
		03/07/18	Conference call P. Jonna, Anka, Sam, & Maria Pum re: Ex Parte	0.30	500.000	150.00
		03/08/18	Review & comment on emails re: exparte for election	0.80	500.000	400.00
		03/08/18	Review & comment on Exparte motions	1.10	500.000	550.00
		03/09/18	Telephone call M. Arabo re: Motion	0.20	500.000	100.00
		03/14/18	Review & respond to emails re: D&O	0.60	500.000	300.00
		03/15/18	Deal with Wells Fargo re: banking.	0.50	500.000	250.00
		03/15/18	Prepare for travel to and from attend hearing.	2.00	500.000	1,000.00
		03/19/18	Review & comment on Proposed order for election	0.30	500.000	150.00
		03/20/18	Meet with J. Elia re: Golf Tournament & elections	0.50	500.000	250.00
		03/20/18	Review & respond to emails re: Election order & Telephone call M. Pum re: [REDACTED]	0.30	500.000	150.00
		03/20/18	Telephone call Arkan & Somo re: Collections	0.20	500.000	100.00
		03/28/18	Telephone call Maria Pum [REDACTED]	0.30	500.000	150.00
		03/28/18	Reivew documents filed re: Election	0.30	500.000	150.00
		03/28/18	Review & respond to emails Frito-Lay re: Golf Tournament & 4th Qtr payment.	0.20	500.000	100.00
		03/28/18	Telephone call A. Somo & S. Salem re: Golf Tournament	0.20	500.000	100.00
		03/30/18	Telephone call M. Pum [REDACTED]	0.20	500.000	100.00
Subtotal for Staff Name: RICHARD KIPPERMAN				52.80		\$26,400.00

Total for Case: 2015-00032389

\$26,602.50

Total for Trustee: Richard M Kipperman, Receiver

\$26,602.50

Grand Total:

55.50

\$26,602.50

Trustee's Itemized Expenses

Period: 01/01/18 - 03/31/18

Trustee: Richard M Kipperman, Receiver (007919)

Case Number: 2015-00032389**Case Name:** Neighborhood Mkt adv A&B Market Plu**Case Type:** Receivership**Open Date:** 01/18/18**Category: OTHER**

<u>Date</u>	<u>Description</u>	<u>Hours/Unit</u>	<u>Rate</u>	<u>Total</u>
01/22/18	Receiver's Bond to George Adams & Company. Pymt advanced by CMI ck#14685.	1.00	\$100.000	\$100.00
01/31/18	Advance to James Elia re payroll. CMI advanced w/ ck#14698.	1.00	\$2,100.000	\$2,100.00
02/20/18	Philip H. Dyson, Esq. Advance pymnt by CMI ck#14712. To reimburse filing charges - Receiver Oath and Receiver Bond.	1.00	\$87.000	\$87.00
02/20/18	Advance to James Elia from CMI w/ck #14713.	1.00	\$2,500.000	\$2,500.00
03/09/18	Advance to James Elia from CMI w/ck #14730.	1.00	\$2,500.000	\$2,500.00
Total for category OTHER:		5.00		\$7,287.00

Category: POSTAGE

<u>Date</u>	<u>Description</u>	<u>Hours/Unit</u>	<u>Rate</u>	<u>Total</u>
01/23/18	Postage	1.00	\$0.470	\$0.47
02/09/18	FedEx payment advanced by CMI ck#14710.	1.00	\$25.570	\$25.57
02/14/18	Postage	1.00	\$0.470	\$0.47
02/21/18	Postage	1.00	\$0.470	\$0.47
Total for category POSTAGE:		4.00		\$26.98

Category: TRAVEL

<u>Date</u>	<u>Description</u>	<u>Hours/Unit</u>	<u>Rate</u>	<u>Total</u>
01/12/18	Mileage 2018 (rmk)	26.00	\$0.545	\$14.17
01/12/18	Parking (rmk)	1.00	\$2.500	\$2.50
01/16/18	Mileage 2018 (rmk)	26.00	\$0.545	\$14.17
01/16/18	Parking (rmk)	1.00	\$28.000	\$28.00
01/18/18	Parking (rmk)	1.00	\$2.500	\$2.50
01/18/18	Mileage 2018 (rmk)	26.00	\$0.545	\$14.17
01/22/18	Mileage 2018 (rmk)	26.00	\$0.545	\$14.17
01/22/18	Mileage 2018 (rmk)	1.00	\$0.545	\$0.55
01/22/18	Parking (rmk)	1.00	\$2.500	\$2.50
03/15/18	Mileage 2018 (rmk)	26.00	\$0.545	\$14.17
03/15/18	Parking (rmk)	1.00	\$9.000	\$9.00
Total for category TRAVEL:		136.00		\$115.90

Trustee's Itemized Expenses

Period: 01/01/18 - 03/31/18

Trustee: Richard M Kipperman, Receiver (007919)

Case Number: 2015-00032389

Case Name: Neighborhood Mkt adv A&B Market Plu

Case Type: Receivership

Open Date: 01/18/18

Total for case 2015-00032389: \$7,429.88

Grand Total: \$7,429.88

PROOF OF SERVICE

I am employed in the County of San Diego, California. I am over the age of 18 years and not a party to the within action. My business address is Henderson, Caverly & Pum LLP, 12750 High Bluff Drive, Suite 300, San Diego, CA 92130.

On April 20, 2018, I served the following document(s):

1. RECEIVER'S REPORT NO. 1

on the parties in this action as follows:

Norman D. Grissom, Esq.
Law Offices of Norman David Grissom
8775 Aero Drive, Suite 240
San Diego, CA 92123
Email: ndglaw2014@gmail.com
Attorneys for Plaintiffs
A&B Market Plus, Inc., dba Campus Liquor and Deli; LS & SLG, Inc. dba Adams Avenue Liquor; Wall First Venture, Inc. dba Rj Liquor; O.B. Star, Inc. dba Litickers Liquor

Charles S. LiMandri, Esq.
Paul M. Jonna, Esq.
Jeffrey M. Trissell, Esq.
LiMandri & Jonna LLP
P.O. Box 9120
Rancho Santa Fe, CA 92067
Email: cslimandri@limandri.com
pjonna@limandri.com
jtrissell@limandri.com
Attorneys for Plaintiffs
A&B Market Plus, Inc., dba Campus Liquor and Deli; LS & SLG, Inc. dba Adams Avenue Liquor; Wall First Venture, Inc. dba Rj Liquor; O.B. Star, Inc. dba Litickers Liquor

Zvi "Hershy" Silver, Esq.
Silver Law Firm, APC
233 A Street, Suite 1205
Suite 1520
San Diego, CA 92101
Tel: 619-231-1600
Fax: 619-231-1616
Email: hsilver@silverlawfirm.com
Attorneys for Defendant Mark Arabo

Ranjan A. Lahiri, Esq.
Tucker Dowling, Esq.
Wood, Smith, Henning & Berman LLP
501 West Broadway, Suite 1200
San Diego, CA 92101
Email: rlahiri@wshblaw.com
tdowling@wshblaw.com
Attorneys for Defendant
Neighborhood Market Association, Inc

Elliot Adler, Esq.
Adler Law Group, APLC
402 W. Broadway, Ste. 860
San Diego, CA 92101
Email: elliottadler@gmail.com
eadler@theadlterfirm.com
Attorneys for Defendant
Amir Oram

Geoffrey E. Marr, Esq.
Law Offices of Geoffrey E. Marr
402 West Broadway, Ste. 860
San Diego, CA 92101
Email: gemarr59@hotmail.com
Attorneys for Defendant
Amir Oram

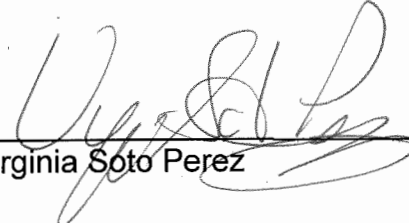
///
///
///
///

1 Stephen F. Lopez, Esq.
2 600 "B" Street
3 Suite 2230
4 San Diego, CA 92101
5 Email: Steve@sflopesq.com
6 *Attorneys for REFINED*
7 *MANAGEMENT*
8 *INC.*

9 **(VIA ELECTRONIC TRANSMISSION)** I caused said document(s) to be
10 transmitted to the email address(es) of the addressee(s) designated
11 above. I did not receive, within a reasonable time after the transmission,
12 any electronic message or other indication that the transmission was
13 unsuccessful.

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

16 Executed at San Diego, California on April 20, 2018.

17 
18 _____
19 Virginia Soto Perez

20
21
22
23
24
25
26
27
28