

SETTLEMENT AGREEMENT & RELEASE OF ALL CLAIMS

This Settlement Agreement & Release Of All Claims (the "AGREEMENT") is entered into by and between, Defendant and Appellant, CITY OF CARSON, a general law city & municipal corporation, and the SUCCESSOR AGENCY to the dissolved CARSON REDEVELOPMENT AGENCY, a public body corporate & politic (collectively, the "CITY"), and Plaintiff and Cross-Appellant, RICHARD RAND ("RAND") (collectively, referred to as the "PARTIES," and separately as the "PARTY") to terminate fully and finally all disputes arising out of, or related to, the matters described hereinafter as between the PARTIES.

RECITALS

WHEREAS, RAND filed a lawsuit in the United States District Court, Central District of California, entitled *Rand v. City of Carson, et al.*, Case No. CV 03-1913 (the "ACTION") on or about March 18, 2003 concerning damages RAND allegedly sustained after being denied an exclusive negotiation agreement for a development of a 93 acre plot near the intersection of the 110 and 405 freeways in the CITY (the "PROJECT"); and

WHEREAS, after a jury trial in the ACTION, and after the CITY was dismissed as a defendant from the ACTION, a final judgment was entered on or about December 11, 2006 in the ACTION based on the jury's award for \$200,000 in compensatory damages in favor of RAND against Defendants, the then-Carson Redevelopment Agency and Daryl Sweeney, jointly and severally, among other determinations, by the jury (the "JUDGMENT"), a copy of which is attached hereto as Exhibit A; and

WHEREAS, the District Court subsequently awarded RAND attorneys' fees on or about May 22, 2007 (the "ATTORNEYS' FEE AWARD") in the amount of \$513,437.62, a true and correct copy of which is attached hereto as Exhibit B; and

WHEREAS, the then-Carson Redevelopment Agency appealed from both the JUDGMENT and the ATTORNEYS' FEE AWARD to the Ninth Circuit Court of Appeals, Case Nos. 06-55074, 07-55099, and 07-55919 and RAND has filed a cross-appeal from the JUDGMENT, Case No. 07-55074 (the "APPEALS"); and

WHEREAS, the damages sought by RAND currently exceed \$21,000,000 and RAND is seeking a new trial in the APPEALS to obtain that award against the CITY (the "CLAIM"); and

WHEREAS, the then-Carson Redevelopment Agency was dissolved by operation of law on or about June 28, 2011, after the California State Legislature enacted and the Governor signed Assembly Bill (First Extraordinary Session) AB1x 26 (simply, "AB 26") dissolving all redevelopment agencies in California, as modified and implemented by the California Supreme Court on or about December 29, 2011 in *Community Redevelopment Association v. Matosantos, et al.* (Case No. S194861); and

WHEREAS, the CLAIM asserted by RAND in the ACTION has been included on the Recognized Obligation Payment Schedule ("ROPS") by the CITY pursuant to the requirements of AB 26 for approval by the California Department of Finance ("DOF") also as authorized by AB 26; and

WHEREAS, CITY and RAND desire to resolve all disputes between them through the AGREEMENT as set forth below and subject to approval by the DOF.

AGREEMENT

NOW, THEREFORE, for full and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and based upon the foregoing recitals and the terms, conditions, covenants, and agreements contained herein, the PARTIES hereto agree as follows:

1. **Settlement Payment.** Upon approval by DOF, RAND shall be reimbursed by the State of California for all claimed expenses in the total amount of \$3,017,917.81, as separately itemized on the spreadsheet that is attached hereto as Exhibit C (Exhibit C shall be referred to herein as the "EXPENSES"), and in full satisfaction of all CLAIMS, as well as the JUDGMENT and the ATTORNEYS' FEE AWARD, against the dissolved Carson Redevelopment Agency (the "SETTLEMENT PAYMENT") and CITY. By executing this AGREEMENT, CITY and RAND jointly request and recommend that DOF approve this SETTLEMENT PAYMENT as a fair, just, and reasonable settlement of the CLAIMS by and between them, subject to the following provisions in this AGREEMENT. In the event that DOF does not approve this AGREEMENT, or agree to pay the SETTLEMENT PAYMENT, then this AGREEMENT, and the obligations set forth herein, shall have no force or effect. Nothing contained in this AGREEMENT shall adversely impact (a) the enforceability of that certain Exclusive Agency Agreement dated September 4, 2012, by and between the City and Rand Resources, LLC (the "AGENCY AGREEMENT") or the PARTIES' rights or duties under the AGENCY AGREEMENT or (b) any of the PARTIES' rights against Daryl Sweeney in respect of or resulting from the JUDGMENT. The AGENCY AGREEMENT shall remain in full force and effect irrespective of whether DOF approves the SETTLEMENT PAYMENT.

2. **Conditions Precedent To Dismissal:** The following shall occur before dismissal of the ACTION and the APPEALS:

(1) CITY agrees to, in good faith, schedule reimbursement of the SETTLEMENT PAYMENT on its ROPS filings and further agrees to provide DOF with such information and documentation as is available to CITY so as to demonstrate that the SETTLEMENT PAYMENT is an enforceable obligation within the meaning of AB 26 and is to be paid by the State of California, (2) forward this AGREEMENT and the supporting documentation for it to the DOF for its review, consideration, and approval, and (3) cooperate in good faith with RAND in seeking approval of this AGREEMENT and the SETTLEMENT PAYMENT by the State of California.

(4) RAND agrees to, in good faith, provide to CITY with such information and documentation as is available to him so as to demonstrate that the SETTLEMENT PAYMENT should be deemed, by DOF, as an enforceable obligation within the meaning of AB 26 and is an obligation due and owing to RAND by the State of California.

The PARTIES acknowledge and agree that the forgoing conditions and obligations cannot, as a matter of law, guarantee that DOF will approve the SETTLEMENT PAYMENT and/or recognize the validity of this AGREEMENT. The PARTIES further acknowledge and agree that neither PARTY has any liability to the other PARTY should

the DOF not approve the SETTLEMENT PAYMENT and/or recognize the validity of this AGREEMENT.

3. **Dismissal Of Appeals And Satisfaction of Judgment.** Within ten (10) calendar days of the execution of this Agreement by all PARTIES, recognition of this AGREEMENT by DOF, acknowledgement of this AGREEMENT as an enforceable obligation due and payable by the State of California to RAND, and following receipt by RAND of the SETTLEMENT PAYMENT set forth in Section 1, above, RAND and the CITY shall cause to be dismissed, with prejudice, the APPEALS filed by each respective PARTY, and the JUDGMENT shall be deemed to have been satisfied in full by the CITY.

4. **Mutual Release.** Subject to approval by the DOF and receipt by RAND of the SETTLEMENT PAYMENT set forth in Section 1, above, and for valuable consideration, the receipt and adequacy of which are hereby acknowledged, the CITY and RAND do hereby each mutually release and forever discharge the "Releasees" hereunder, consisting of each other and each of their respective elected and/or appointed public officials, officers, employees, boards, departments, and agents, including, but not limited to each and all of them and (as the case may be) each of the PARTIES' respective associates, predecessors, successors, heirs, assignees, agents, directors, officers, employees, representatives, lawyers, and all persons acting by, through, under or in concert with them, or any of them (collectively, the "Released Parties"), of and from any and all manner of action or actions, cause or causes of action, in law or in equity, suits, debts, liens, contracts, agreements, promises, liability, claims, demands, damages, loss, cost or expenses, of any nature whatsoever, known or unknown, fixed or contingent including, without limitation, the CLAIMS, which the PARTIES now have or may hereafter have against the Releasees, or any of them, by reason of any matter, cause, or thing whatsoever from the beginning of time to the date hereof for any and all such claims constituting, arising out of, or based upon, or that in any way is alleged or could be alleged concerning, the PROJECT, JUDGMENT, ATTORNEYS' FEE AWARD and the APPEALS, and that RAND shall receive no additional compensation for the CLAIMS, other than the SETTLEMENT PAYMENT.

5. **Non-Admission of Liability.** The PARTIES acknowledge and agree that this AGREEMENT is a settlement of disputed claims. Neither the fact that the PARTIES have settled nor the terms of this AGREEMENT shall be construed in any manner as an admission of any liability by any party hereto, or any of its employees, or an affiliated person(s) or entity/ies.

6. **No Other Pending Actions.** RAND represents that he has not filed any complaints or charges (other than the ACTION and APPEALS referenced above) against the Released Parties in Section 4, above, with any local, state or federal agency or court; and that if any such agency or court assumes jurisdiction of any complaint or charge against the CITY, or its predecessors, successors, heirs, assigns, employees, shareholders, officers, directors, agents, attorneys, subsidiaries, divisions or affiliated corporations or organizations, whether previously or hereafter affiliated in any manner, on behalf of RAND, or anyone on his behalf, whenever filed, RAND will request such agency or court to withdraw and dismiss the matter forthwith.

7. **Discovery Of Different Or Additional Facts.** The PARTIES acknowledge that they may hereafter discover facts different from or in addition to those that they now know or believe to be true with respect to the claims, demands, causes of action, obligations, damages, and liabilities of any nature whatsoever that are the subject of this AGREEMENT, and expressly agree to assume the risk of the possible discovery of additional or different facts, and agree that

this AGREEMENT shall be and remain effective in all respects regardless of such additional or different facts.

8. **Release Of Unknown Claims.** The Release set forth above in Paragraph 4 of this AGREEMENT is a release of **ALL** claims, demands, causes of action, obligations, damages, and liabilities of any nature whatsoever that are described in the Release and is intended to encompass all known and unknown, foreseen and unforeseen claims which the PARTIES may have as a result of the CLAIMS, PROJECT, JUDGMENT, ATTORNEYS' FEE AWARD and the APPEALS, except for any claims which may arise from the terms of this Agreement.

9. **Waiver Of Civil Code Section 1542.** Further, the PARTIES expressly agree to waive and relinquish all rights and benefits that they may have under Section 1542 of the Civil Code of the State of California for the CLAIMS, PROJECT, JUDGMENT, ATTORNEYS' FEE AWARD and the APPEALS. That section reads as follows:

"§1542. [General release; extent] A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

10. **Successors And Assigns.** This AGREEMENT, and all the terms and provisions hereof, shall be binding upon and shall inure to the benefit of the PARTIES and their respective heirs, legal representatives, successors and assigns.

11. **No Assignment of Claims.** The PARTIES each warrant that they have made no assignment, and will make no assignment, of any claim, cause of action, right of action or any right of any kind whatsoever, embodied in any of the claims and allegations referred to herein, and that no other person or entity of any kind had or has any interest in any of the demands, obligations, actions, causes of action, debts, liabilities, rights, contracts, damages, attorneys' fees, costs, expenses, losses or claims referred to herein.

12. **Knowing And Voluntary.** This AGREEMENT is an important legal document and in all respects has been voluntarily and knowingly executed by the PARTIES hereto. The PARTIES specifically represent that prior to signing this AGREEMENT they have been provided a reasonable period of time within which to consider whether to accept this AGREEMENT. The PARTIES further represent that they have each carefully read and fully understand all of the provisions of this AGREEMENT, and that they are voluntarily, knowingly, and without coercion entering into this AGREEMENT based upon their own judgment.

13. **Assistance Of Counsel.** The PARTIES each specifically represent that they have consulted to their satisfaction with and received independent advice from their respective counsel prior to executing this AGREEMENT concerning the terms and conditions of this AGREEMENT.

14. **Counterparts.** This AGREEMENT may be executed in multiple counterparts, and by facsimile, each of which shall be considered an original but all of which shall constitute one agreement.

15. **Singular And Plural.** Whenever required by the context, as used in this AGREEMENT the singular shall include the plural, and the masculine gender shall include the feminine and the neuter, and the feminine gender shall include the masculine and the neuter.

16. **Enforcement Costs.** Should any legal action be required to enforce the terms of this AGREEMENT, the prevailing party shall be entitled to reasonable attorneys' fees and costs in addition to any other relief to which that party may be entitled.

17. **Injunctive Relief For Breach.** The PARTIES acknowledge and agree that any material violation of this AGREEMENT is likely to result in immediate and irreparable harm for which monetary damages are likely to be inadequate. Accordingly, the PARTIES consent to injunctive and other appropriate equitable relief upon the institution of proceedings therefor by any other party in order to protect the rights of the PARTIES under this AGREEMENT. Such relief shall be in addition to any other relief to which the PARTIES may be entitled at law or in equity.

18. **Severability.** Should any portion, word, clause, phrase, sentence or paragraph of this AGREEMENT be declared void or unenforceable, such portion shall be considered independent and severable from the remainder, the validity of which shall remain unaffected.

19. **Headings.** Headings at the beginning of each numbered section of this AGREEMENT are solely for the convenience of the PARTIES and are not a substantive part of this Agreement.

20. **Ambiguity.** The PARTIES acknowledge that this AGREEMENT was jointly prepared by them and any uncertainty or ambiguity existing herein shall not be interpreted against any of the PARTIES, but otherwise shall be interpreted according to the application of the rules on interpretation of contracts.

21. **Waiver.** Failure to insist on compliance with any term, covenant or condition contained in this AGREEMENT shall not be deemed a waiver of that term, covenant or condition, nor shall any waiver or relinquishment of any right or power contained in this AGREEMENT at any one time or more times be deemed a waiver or relinquishment of any right or power at any other time or times.

22. **Governing Law.** This AGREEMENT is made and entered into in the State of California, and shall in all respects be interpreted, enforced and governed under the laws of said State without giving effect to conflicts of laws principles.

23. **Entire Agreement.** This AGREEMENT constitutes the entire agreement between the PARTIES who have executed it and supersedes any and all other agreements, understandings, negotiations, or discussions, either oral or in writing, express or implied between the PARTIES to this AGREEMENT. The PARTIES to this AGREEMENT each acknowledge that no representations, inducements, promises, agreements, or warranties, oral or otherwise, have been made by them, or anyone acting on their behalf, which are not embodied in this AGREEMENT, that they have not executed this AGREEMENT in reliance on any such representation, inducement, promise, agreement or warranty, and that no representation, inducement, promise, agreement or warranty not contained in this AGREEMENT, including, but not limited to, any purported supplements, modifications, waivers, or terminations of this

AGREEMENT shall be valid or binding, unless executed in writing by all of the PARTIES to this AGREEMENT.

24. **Modifications.** Any alteration, change, or modification of or to this AGREEMENT shall be made by written instrument executed by each party hereto in order to become effective.

25. **Warranties & Representations.** RAND warrants and represents that all of the information and calculations contained in the EXPENSE SHEET are accurate and RAND further represents and warrants that the sums included therein reflect actual expenses incurred by RAND and that no other person, party or entity has any lien or claim for reimbursement to said expenses. Should any other person, party or entity make a claim for reimbursement or assert a lien for any matter reflected in the EXPENSE SHEET against the CITY, including any of the Released Parties in Section 4, herein, RAND agrees to indemnify and defend the same against any and all such claims with the Released Parties having their choice of counsel, as provided in Section 26, below.

26. **Indemnity.** RAND agrees to indemnify and defend the Released Parties, as listed in Section 4, above, against and will hold and save them and each of them harmless from, any and all actions, suits, claims, liens, damages to persons or property, losses, costs, penalties, obligations, or liabilities (herein "Claims or Liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the EXPENSE SHEET and RAND shall defend any action or actions filed in connection with any of said Claims or Liabilities and will pay all costs and reasonable expenses, including legal costs and attorneys' fees incurred in connection therewith, and any judgment resulting therefrom, with the CITY having its choice of counsel to defend said Claims or Liabilities.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned fully agree to be bound by the above terms and conditions, and have executed this Agreement, consisting of a total of 7 pages (including signatures), on the dates set forth below.

“RAND”

Date: _____, 2013

By: _____
Richard Rand

“CITY”

Date: _____, 2013

By: _____
Jim Dear, Mayor & Agency Chair

ATTEST:

By: _____
City Clerk & Agency Secretary

APPROVED AS TO FORM:

Date: _____, 2013

By: _____
By
Attorneys for RICHARD RAND

ALESHIRE & WYNDER, LLP

Date: 4/4, 2013


By: William W. Wynder
By: William W. Wynder City Attorney &
Agency Counsel

[END OF SIGNATURES & END OF AGREEMENT]

IN WITNESS WHEREOF, the undersigned fully agree to be bound by the above terms and conditions, and have executed this Agreement, consisting of a total of 7 pages (including signatures), on the dates set forth below.

“RAND”

Date: 4.11, 2013

By: 
Richard Rand

“CITY”

Date: _____, 2013


By: _____
Jim Dear, Mayor & Agency Chair

ATTEST:

By: _____
City Clerk & Agency Secretary


APPROVED AS TO FORM:

Date: 4-11-, 2013

By: 
By Garrett L. Hanken
Attorneys for RICHARD RAND

ALESHIRE & WYNDER, LLP

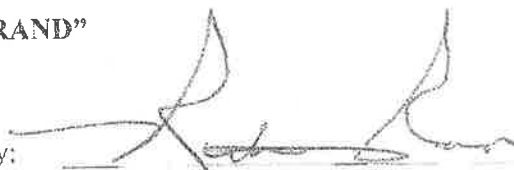
Date: 4/4, 2013

By: 
By: William W. Wynder City Attorney &
Agency Counsel


[END OF SIGNATURES & END OF AGREEMENT]

IN WITNESS WHEREOF, the undersigned fully agree to be bound by the above terms and conditions, and have executed this Agreement, consisting of a total of 7 pages (including signatures), on the dates set forth below.

Date: 4-11, 2013

"RAND"
By: 
Richard Rand


Date: 4/11, 2013

"CITY"
By: 
Jim Dear, Mayor & Agency Chair

ATTEST:
By: 
City Clerk & Agency Secretary

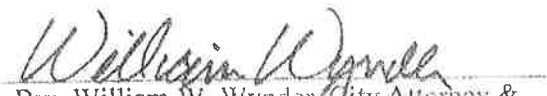
APPROVED AS TO FORM:

Date: 4-11, 2013

By: 
By Garrett L. Hanken
Attorneys for RICHARD RAND

ALESHIRE & WYNDER, LLP

Date: 4/11, 2013

By: 
By: William W. Wynder, City Attorney &
Agency Counsel

[END OF SIGNATURES & END OF AGREEMENT]


EXHIBIT A

GREENBERG GLUSKER FIELDS CLAMAN & MACHTINGER LLP
1900 Avenue of the Stars, 21st Floor
Los Angeles, California 90067-4590

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GARRETT L. HANKEN (SBN 057213)
SEDINA L. BANKS (SBN 229193)
GREENBERG GLUSKER FIELDS CLAMAN &
MACHTINGER LLP
1900 Avenue of the Stars, 21st Floor
Los Angeles, California 90067-4590
Telephone: 310.553.3610
Fax: 310.553.0687
ghanken@ggfirm.com
sbanks@ggfirm.com

Attorneys for Plaintiff
Richard Rand

BY 
CLERK, U.S. DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
LOS ANGELES

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

RICHARD RAND
Plaintiff,
vs.
CITY OF CARSON, et al.
Defendants.

Case No. CV 03-1913 GPS (PJWx)
Assigned To: Hon. George P. Schiavelli
[PROPOSED] FINAL JUDGMENT RE: DEFENDANTS CARSON REDEVELOPMENT AGENCY AND DARYL SWEENEY

This action came on for trial before the Court and jury, Honorable George P. Schiavelli, District Judge, presiding, and the issues having been duly tried and the jury having duly rendered its verdict, and the Court further, pursuant to Rule 54(b) of the Federal Rules of Civil Procedure, having determined that there is no just reason for delay in entering a separate, final judgment as to defendants Carson Redevelopment Agency and Daryl Sweeney and having directed the Clerk of the Court to enter a separate, final judgment accordingly, therefore,

THIS CONSTITUTES NOTICE OF ENTRY

Send Enter No 926
FILED
CLERK, U.S. DISTRICT COURT
DEC 11 2006
CENTRAL DISTRICT OF CALIFORNIA
DEPUTY
BY *[Signature]*


ENTERED - WESTERN DIVISION
CLERK, U.S. DISTRICT COURT
DEC 14 2006
282

1 **IT IS ORDERED AND ADJUDGED** that:

- 2 1. Plaintiff Richard Rand ("Rand") recover the sum of \$200,000 in
- 3 compensatory damages from defendants Carson Redevelopment
- 4 Agency ("Agency") and Daryl Sweeney ("Sweeney");
- 5 2. Plaintiff Rand recover the sum of \$100,000 in punitive damages from
- 6 defendant Sweeney;
- 7 3. Plaintiff Rand recover his costs of suit from the Agency and Sweeney
- 8 in the sum of \$13,506.49;
- 9 4. Plaintiff Rand recover his attorney's fees from the Agency and
- 10 Sweeney in the sum of \$ _____; and
- 11 5. The judgment will bear interest at the judgment rate until fully
- 12 satisfied.

GREENBERG GLUSKER FIELDS CLAMAN
& MACHTINGER LLP
1900 Avenue of the Stars, 21st Floor
Los Angeles, California 90067-4590

15 Dated: Dec. 11, 2006


George P. Schiavelli
United States District Court Judge

17 Submitted by:

18 GREENBERG GLUSKER FIELDS
19 CLAMAN & MACHTINGER LLP

20
21 By 
GARRETT L. HANKEN
22 Attorneys for Plaintiff Richard Rand

EXHIBIT B

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION
CIVIL MINUTES - GENERAL

P-Send

Case No. CV 03-1913 GPS(PJWx)

Date: May 22, 2007

Title: Richard Rand v. City of Carson, et al

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PRESENT: THE HONORABLE GEORGE P. SCHIAVELLI, JUDGE

Jacob Yerke
Courtroom Clerk

Not Reported
Court Reporter

ATTORNEYS PRESENT FOR PLAINTIFFS:

ATTORNEYS PRESENT FOR DEFENDANTS:

Sedina L. Banks

Anthony Taylor
J. Michael Eschevarria

PROCEEDINGS: Plaintiff's Motion for Attorneys' Fees #318, #320
(In Chambers)

On May 15, 2007, this Court held a hearing on Plaintiff's Motion. After consideration of the papers filed by the parties, and the arguments of counsel at the hearing, Plaintiff is **AWARDED \$513,437.62** in attorney's fees for the reasons stated below.

Plaintiff prevailed at trial in this civil rights action and is therefore eligible for an award of reasonable attorneys' fees pursuant to 42 U.S.C. § 1988. A reasonable fee is determined by calculating the "lodestar" figure - the number of hours expended on the litigation multiplied by a reasonable hourly rate. *Hensley v. Eckerhart*, 461 U.S. 424, 433 (1983). The amount of the fee, of course, must be determined on the facts of each case. *Id.*, at 429. Plaintiff has submitted evidence that provides for a lodestar total of \$649,543.75 in attorneys' fees.

This is only a starting point, however, because in *Hensley*, the Supreme Court tasked district courts to exercise "billing judgment" and exclude from this initial lodestar fee calculation hours that were not "reasonably expended." *Id.*, at 434. In light of the discretion afforded to determine a reasonable award, this Court reduces the lodestar amount by \$136,106.13 for the following five reasons.

First, according to a joint statement filed on March 30, 2007, the parties agreed to reduce Plaintiff's attorneys fees by a total of \$31,000.

Second, Plaintiff's award is reduced by \$11,826.25 for time his attorneys spent reading articles and talking to the media.

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Initials of Deputy Clerk JY

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Third, Plaintiff's award is reduced by \$682.50 for time his counsel spent attending a conference where federal judges, including this Court, spoke.

Fourth, in light of the fact that further work was compelled by this Court's January 29, 2007 Order to Meet and Confer, Plaintiff's award is reduced by \$35,548.75 for additional time spent litigating this motion after the Reply Brief was filed on January 22, 2007.

Fifth, Plaintiff's now-revised award of \$570,486.25 should be reduced an additional ten percent based on the limited results Plaintiff's counsel obtained at trial. *See Hensley*, 461 U.S. at 436-37 (the Court has discretion to consider further reducing an award of attorneys fees based on the limited results Plaintiff's counsel obtained at trial).

Finally, the \$513,437.62 award is assessed jointly and severally against all remaining Defendants.

IT IS SO ORDERED.

EXHIBIT C

(RAND) Carson El Camino, LLC

Account Name / Number	Date	Description	Amount
John C. Killen, INC.	10/18/2001	Consulting Fee for Carson/ El Camino Plaza (960539)	9,000.00
	12/31/2002	for Carson El Camino, LLC Property (960575)	82,500.00
	2/13/2003	Consulting Fee	10,250.00
	5/5/2003	Services Per Contract - Final Payment	5.25
	3/6/2003	15 Items 3/6/03 - 9/17/12	22,000
	12/1/2001	# 28618 - 21	6,439
	12/29/2002	Escrow Closing Statement	80,000
		37642	Past Due Invoices
Patriot Protection Services (Swanigan)	11/14/2003	Final Billing for Miscellaneous Research	165
	7/31/2003	Rand Trial Research	480
Lanco Engineering	8/31/2000	ALTA Survey (99-0968)	6,000.00
	9/30/2000	Prepare Tentative Map (99-1007)	1,867.32
	10/31/2000	Prepare Owndership List & Radius Map (99-1047)	808.4
	11/30/2000	Tentative Parcel Map (99-1095)	944.03
	1/31/2001	Meet @ Carson w/ Rand, Repp & Ikerd (01-0029)	230.00
	9/30/2001	Reproductions (01-0338)	15.50
	12/31/2002	Update ALTA Survey (02-0451)	1,065
	6/30/2003	Balance from 99-1095 & Reproduction for Eselman	149.75
	8/31/2003	Reproductions (03-0268)	24.92
	11/30/2003	Revise Tentative Parcel Map (03-0392)	776.40
	12/29/2002	Escrow Closing Statement	3,500.00
Munger, Tolles & Olson LLP			

7/11/2002 Services Rendered Through June 30,2002 (382424)

10,000

Barry A. Ross

1/31/2002	Billing Statement	2,381.25
2/28/2003	Billing Statement	1,950.00
3/31/2003	Billing Statement	9,375.00
4/30/2003	Billing Statement	825.00
5/31/2003	Billing Statement	10,575.00
6/30/2003	Billing Statement	14,415.00
7/31/2003	Billing Statement	8,835.00
8/31/2003	Billing Statement	11,325.00
9/31/2003	Billing Statement	12,000.00
10/31/2003	Billing Statement	3,285.00
11/30/2003	Billing Statement	6,825.00

Sands Digital Media

6/18/2003	Sands Media	250
5/2/2003	Sands Media	1,850

Yvonne Miller CPA

2/1/2003	Check # 261	3,661.00
8/29/2003	Check # 392	4,000
10/14/2003	Check # 393	4,000
11/14/2003	Check # 394	4,000
11/16/2004	Check # 650	1,225.00
12/22/2004	Check # 680	1,000
10/20/2005	Check # 1019	150
3/1/2006	Check # 1106	7,025
10/15/2006	Check # 1249 & 1251	6,775
11/29/2007	Check# 1619	6,775
7/26/2009	Check # 2057	2,000
8/5/2009	DEBIT	2,000
8/23/2009	Check # 2076	2,500
10/1/2009	Check # 2108	2,000

11/4/2009 Check # 2135 275
 5/12/2010 Check # 2302 2,275
 6/14/2010 Check # 2322 1,525
 8/3/2010 Check # 2352 2,000
 1/3/2010 Check # 2474 3,275
 3/5/2011 Check # 2525 2,250
 8/1/2011 Check # 2613 2,000
 9/15/2011 Check # 2646 4,525

James Carstensen

40,000

D.M.J.M.H Consultants

3,750

Bob Kendall, ESQ

17,206

Kosmont Partners

5,206.31

AEI Consultants

1/3/2003 Services Rendered Escrow Summary 8,500
 3/18/2004 Check # 445 1,886
 6/22/2005 Check # 735 100

Bundy Finkle Architects

6/13/2001 Invoice # 28603 - 28609 + credit 7,500
 3/5/2001 Invoice # 28604 5,000
 1/6/2003 Invoice # 28617,19,22,23 21,500
 10/7/2001 Invoice # 28614 7,000
 10/7/2001 Invoice # 28613 7,000
 6/20/2002 Invoice # 3793 500
 1/6/2003 Invoice # FC 83 741

11/10/2001	Invoice # 28610 - 12, 15	5,953.05
4/24/2001	Invoice # 28608	444.06
8/30/2001	Invoice # 3452	154.02
12/1/2001	Invoice # 28621	691.00
12/20/2001	Invoice # 35103	12,490
1/3/2002	Invoice # 28618	1,879.24
1/29/2002	Invoice # 28620	649

Paul Hastings & Walker LLP

5/16/2000	# 1071929	3,997.90
6/24/2000	# 1076227	4,520.55
7/25/2000	# 1082349	509.07
8/15/2000	# 1085832	1,437.65
9/29/2000	# 1095456	5,010.80
10/20/2000	# 1099117	4,829.63
11/16/2000	# 1104818	6,180.59
12/18/2000	# 1111944	11,155.44
1/22/2001	# 1120099	4,306.40
2/21/2001	# 1121812	1,816.48
3/12/2001	# 1127989	3,523.81
4/23/2001	# 1137065	2,105.80
5/25/2001	# 1143707	1,558.23
6/14/2001	# 1146590	2,186.96
7/27/2001	# 1156136	2.20
9/28/2001	# 1168416	800.00
10/15/2001	# 1171026	968.50
11/15/2001	# 1176108	9,560.42
12/17/2001	# 1183809	4,355.11
1/10/2002	# 1189113	1,296.13
2/27/2002	# 1195041	932.40
3/26/2002	# 1202846	8,299.09
4/18/2002	# 1207898	2,011.06
6/22/2002	# 1220140	646.69
7/20/2002	# 1226318	693.75

8/15/2002 # 1231083	3,005.38
9/10/2002 # 1235498	4,711.85
10/10/2002 # 1241924	3,543.50
11/12/2002 # 1247871	7,180.86
12/18/2002 # 1257136	4,220.29
1/16/2003 # 1263410	3,218.75
2/25/2003 # 1266757	578.16
11/1/2003 Past Due Invoices	4,968.47
12/29/2012 Closing Escrow Statement	37,000.00

Holland & Knight LLP

37619 Escrow Closing Statement

15,000

Arcadis Geraty & Miller

10/18/2000 Invoice 0071099	1,330.74
9/8/2000 Invoice 0067974	597.79
8/17/2000 Invoice 0066546	1,175.15
7/18/2000 Invoice 0064046	1,492.20

Fainsbert Mase & Snyder, LLP

4/30/2000 Reciprocal Easement	4,873.70
1/31/2003 Acquisition of 205-425 West Torrance blvd.	50,457.83
9/30/2001 Lease Option of 10751 Wilshire Blvd. #1207	2,355.73
5/31/2002 General Business	11,068.62
7/31/2001 Lease Option of 10751 Wilshire Blvd. #1208	1,604.50
6/14/2004 Pacifica Development	1,830.84

Rudy Lara (Daum Commercial Real Estate)

12/29/2002 Escrow Closing Statement

165,000

MetroPolitan Escrow (forfeited Deposit)

1/1/2013 Account Summary

10,245.24

Mission Ebenezer

1/6/2003 Escrow # 16599

20,000

Transom Capitol

5/15/2009 Check # 2009 6,717
12/19/2008 Check # 1892 12,000
11/5/2008 Check # 1857 12,000

Calvert Architecture

12/4/2009 Check # 2156 Industrial Condo 3,000
9/1/2009 Check #2082 - 83 2,000
12/2/2007 Check #1621 Carson Improvement 6,728
10/6/2005 Debit 2,293.07
9/13/2005 Bank of America # 822 Architect 2,000
7/24/2005 Check# 770 1,720.91
2/15/2005 Check # 891 3,000
12/22/2004 Check # 681 3,000
9/7/2004 Check # 581 3,000
4/22/2004 Check # 468 3,000
3/1/2004 Check # 432 3,000

Exceleation, Inc.

3/23/2010 Check #2258 3,121.50
3/9/2010 Check # 2250 1,500

The Concord Group

3/29/2010 Check #2268 7,500

Lynn Davis

1/20/2010 Check # 2200 3,000
12/24/2009 12 Items 1/5/09 - 12/24/09 36,000
12/7/2008 7 Items 3/18/08 - 12/7/08 21,000

Eric Gali Consultants

5/20/2005 Check # 997 900
10/10/2005 Check # 1004 350

10/27/2005 Check # 1034 180
7/20/2006 Check # 1201 480
5/26/2008 Check # 1521 1,000

Richard Berridge Architect

2,400

Jeff Marshall

12/27/2011 13 Items 1/3/11 - 12/27/11 5,250
11/29/2010 12 Items 1/3/10 - 11/29/10 5,040
11/21/2009 12 Items 1/3/09 - 11/21/09 3,585
12/4/2008 9 Items 1/11/08 - 12/4/08 2,380
12/1/2007 10 Items 1/26/07 - 12/1/07 2,460
8/26/2005 5 Items 1/30/05 - 8/26/05 2,040

Tania Santiago

11/16/2011 4 Items 2/11/11 - 11/16/11 3,276.50
11/26/2010 4 Items 3/25/10 - 11/26/10 6,080
8/3/2009 3 Items 2/19/09 - 8/3/09 3,700
10/29/2008 8 Items 1/28/08 - 10/29/08 11,600
11/28/2007 10 Items 1/10/07 - 11/28/07 16,571.64
12/13/2006 13 Items 1/19/06 - 12/13/06 20,096
12/8/2005 12 Items 6/9/05 - 12/8/05 11,499.95

Best, Best & Krieger

5,000

Jones Day, Brian Sun Esq.

9/14/2004 Legal Dues Check # 594 25,000
5/1/2005 Legal Check # 974 46.88

Legallink

11/4/2004 Check # 638 1,009.45
11/4/2004 Check# 637 1,411.35

1,098.50
778.35

11/16/2004 Check # 652
12/2/2004 Check # 666

The Roving Reporter

491.70
448.60
655.95
846.60
564.30

10/25/2004 Check # 623
11/5/2004 Check # 641
11/16/2004 Check # 653
12/31/2004 Check # 688
1/23/2005 Check # 863

Unlimited Retrographics

748.91
838.75

5/31/2005 4 Items 1/23/05 - 5/31/05
12/31/2004 2 Items 11/16/04 - 12/31/04

ADR Services, Inc.

725
87.5

10/20/2004 Check # 619
12/31/2004 Check # 689

Print Center

853.38

8/21/2003 Check # 387

Concord

463.11

12/31/2004 Check # 692

Lee Cox Research + Equity

75

1/23/2005 Check # 859

TOP Services

267.5
37.5

1/23/2005 Check # 862
3/5/2005 Check # 914

Ha Emet Consultants Legal Reports

3,000

10/18/2004 Expert Witness

Harold Cups Investigator	5/7/2003 Check # 320	500
Vincent Romeo	7/31/2003 Research Check # 365	480
	8/11/2003 Research Check # 382	360
	12/1/2003 Check # 196	165
Peter Daniels	7/14/2003 Check # 354	1,000
	8/11/2003 Check # 383	1,000
	8/15/2003 Check # 385	1,000
Rent	2/2005 - 2/2012 5k per Month	420,000
	2000- 2005	185,000
Court Judgment	Damages	200,000
	Costs	13,506
	Attorney Fees	513,438
	Interest from 12/11/06 - 6/1/13	264,020
Greenberg Glusker	Outstanding Balance	625,246.25
	Disbursement	42,855.50
	Disbursement re: Barry Ross	1,839.40
	less Included in Judgement	-513,438.00
	Total	3,017,917.81

JOHN C. KILLEN, INC.
14032 Enderle Center Drive #101
Tustin, CA 92780

Invoice

DATE **INVOICE #**
10/18/2001 960539

BILL TO
Rand Resources LLC
Richard Rand

TERMS **DUE DATE**
 10/18/2001

DESCRIPTION	AMOUNT
Consulting fee for Carson / El Camino Plaza	9,000.00

*P
Carson Field*

Please make payable to John C. Killen, Inc.

Total **\$9,000.00**

JOHN C. KILLEN, INC.
14032 Enderle Center Drive #101
Tustin, CA 92780

Invoice

DATE	INVOICE #
12/31/2002	960575

BILL TO
Rand Resources LLC
Richard Rand

TERMS	DUE DATE
	12/31/2002

DESCRIPTION
for Carson El Camino, LLC property

AMOUNT
82,500.00

Richard Rand

Total	\$82,500.00
--------------	--------------------

JOHN C. KILLEN, INC.
14032 Enderle Center Drive #101
Tustin, CA 92780

Invoice

DATE	INVOICE #
2/13/2003	10205

BILL TO
Rand Resources LLC
Richard Rand

TERMS	DUE DATE
	2/13/2003

DESCRIPTION	AMOUNT
Consulting Fee \$15,000 - \$4,750	10,250.00
balance due by March 15, 2003	

Richard Rand

Please make payable to John C. Killen, Inc.

Total \$10,250.00

JOHN C. KILLEN, INC.
14032 Enderle Center Drive #101
Tustin, CA 92780

Invoice

DATE
5/5/2003

INVOICE #
22805

BILL TO
Rand Resources LLC
Richard Rand

TERMS
Due on recpt

DUE DATE
5/6/2003

DESCRIPTION
Services per Contract - Final Payment

AMOUNT
5,250.00

Paid in full

Please make payable to John C. Killen, Inc

Total

\$5,250.00

Carson El Camino, LLC
Find Report
All Transactions

Type	Date	Num	Name	Memo	Account	Class	Clr	Split	Debit	Credit	Balance
Check	9/17/2012	2888	John Killen, Inc.		Bank of America		X	Consulting	500.00	500.00	-500.00
Check	9/17/2012	2888	John Killen, Inc.		Consulting			Bank of Amer...		0.00	0.00
Check	7/13/2012	2855	John Killen, Inc.		Bank of America		X	Consulting	1,000.00	1,000.00	-1,000.00
Check	7/13/2012	2855	John Killen, Inc.		Consulting			Bank of Amer...		0.00	0.00
Check	6/26/2012	2841	John Killen, Inc.		Bank of America		X	Consulting	1,000.00	1,000.00	-1,000.00
Check	6/26/2012	2841	John Killen, Inc.		Consulting			Bank of Amer...		0.00	0.00
Check	5/5/2012	2809	John Killen, Inc.		Bank of America		X	Consulting	1,000.00	1,000.00	-1,000.00
Check	5/5/2012	2809	John Killen, Inc.		Consulting			Bank of Amer...		0.00	0.00
Check	4/16/2012	2807	John Killen, Inc.		Bank of America		X	Consulting	500.00	500.00	-500.00
Check	4/16/2012	2807	John Killen, Inc.		Consulting			Bank of Amer...		0.00	0.00
Check	3/1/2012	2778	John Killen, Inc.		Bank of America		X	Consulting	1,000.00	1,000.00	-1,000.00
Check	3/1/2012	2778	John Killen, Inc.		Consulting			Bank of Amer...		0.00	0.00
Check	2/5/2012	2768	John Killen, Inc.		Bank of America		X	Consulting	1,000.00	1,000.00	-1,000.00
Check	2/5/2012	2768	John Killen, Inc.		Consulting			Bank of Amer...		0.00	0.00
Check	1/13/2012	2765	John Killen, Inc.		Bank of America		X	Consulting	1,000.00	1,000.00	-1,000.00
Check	1/13/2012	2765	John Killen, Inc.		Consulting			Bank of Amer...		0.00	0.00
Check	12/12/2011	2728	John Killen, Inc.		Bank of America		X	Consulting	1,000.00	1,000.00	-1,000.00
Check	12/12/2011	2728	John Killen, Inc.		Consulting			Bank of Amer...		0.00	0.00
Check	11/1/2011	2702	John Killen, Inc.		Bank of America		X	Consulting	1,000.00	1,000.00	-1,000.00
Check	11/1/2011	2702	John Killen, Inc.		Consulting			Bank of Amer...		0.00	0.00
Check	9/19/2011	2658	John Killen, Inc.		Bank of America		X	Consulting	1,000.00	1,000.00	-1,000.00
Check	9/19/2011	2658	John Killen, Inc.		Consulting			Bank of Amer...		0.00	0.00
Check	8/1/2011	2616	John Killen, Inc.		Bank of America		X	Consulting	1,000.00	1,000.00	-1,000.00
Check	8/1/2011	2616	John Killen, Inc.		Consulting			Bank of Amer...		0.00	0.00
Check	6/1/2011	2573	John Killen, Inc.		Bank of America		X	Consulting	1,000.00	1,000.00	-1,000.00
Check	6/1/2011	2573	John Killen, Inc.		Consulting			Bank of Amer...		0.00	0.00
Check	6/13/2003	345	John Killen, Inc.	Broker Fee ...	Bank of America		X	Consulting	5,000.00	5,000.00	-5,000.00
Check	6/13/2003	345	John Killen, Inc.	...	Consulting			Bank of Amer...		0.00	0.00
Check	3/6/2003	273	John Killen, Inc.		Bank of America		X	Consulting	5,000.00	5,000.00	-5,000.00
Check	3/6/2003	273	John Killen, Inc.		Consulting			Bank of Amer...		0.00	0.00
Total									22,000.00	22,000.00	0.00

1:04 PM
02/22/13

BUNDY-FINKEL ARCHITECTS
Rand / Pearlman - Carson
All Transactions

Type	Date	Num	Memo	Amount
KILLEN, JOHN				
99-286 Rand/Pearlman				
Invoice	12/1/2001	28621	reimbursables	691.00
Invoice	1/3/2002	28618	reimbursables [revised 02-13-02]	1,879.24
Invoice	1/29/2002	28620	reimbursables [revised 02-13-02]	649.28
Payment	2/26/2002		paid invs. 28618, 20, 21	3,219.52



Metropolitan
Escrow

1411 W. 190th St., Suite 125 Gardena, CA 90248
 T 310.327.0296 F 310.327.1527

Estimated Close Date: January 3, 2003
 Report Print Date: December 29, 2002
 Page 1

Escrow No. 16599
 Reference: APN # 7336-3-27 & 7336-3-28
 Carson, CA 90745

Seller
ESTIMATED CLOSING STATEMENT

SELLER:
 Carson El Camino LLC

- - DEBITS - - - - CREDITS - -

Consideration:
 Total Consideration

28,235.49

Adjustments:
 Security Deposits

245,000.00

Disbursements Paid:

Commission
 Commission of \$ 165,000.00
 pd to: Daum Commercial Real Estate
 Commission of \$ 80,000.00
 pd to: John C. Killen, Inc.
 Messenger/notary/fax
 pd to: Messenger/Notary/Fed Ex/Fax
 balance of funds ALTA survey
 pd to: Landco
 services rendered
 pd to: Paul Hastings
 services rendered
 pd to: Kosmont Partners
 services rendered
 pd to: A.E.I. Consultants
 services rendered
 pd to: Robert A. Kendall, Esq.
 services rendered
 pd to: Bundy Finkle Architects
 services rendered
 pd to: FRINSBERT, MASE & SNYDER
 services rendered
 pd to: D.M.J.M.H. Consultants
 services rendered
 pd to: Jim Carstensen
 legal fees
 pd to: Holland & Knight LLP

300.00
 3,500.00
 37,000.00
 5,500.00
 8,500.00
 10,000.00
 21,000.00
 22,000.00
 3,750.00
 30,000.00
 15,000.00

Title Charges:

Owner's Policy-special rate
 Sub-Escrow Fee
 Title / Wire Fee

2,256.00
 75.00
 25.00

Escrow Fees:

Escrow Fees
 Prepare Grant Deed

3,500.00
 100.00
 150.00

1,000.00

5,500,000.00

SWANIGAN & ASSOCIATES
815 N. LA BREA AVE # 151
INGLEWOOD, CA 90302

FORWARDING SERVICE REQUESTED

CARSON EL CAMINO LLC
250 N CANON DR 2ND FLR
BEVERLY HILLS, CA 90210

Date of notice: 10/31/03
Account: 100000246
Original creditor:
Collector: 101

Amount \$ 10365.99
Client account#:
Owed to: PATRIOT PROTECTION SERVICES

Date: 01/21/03

Invoice #: Multiple

Description: Past due invoices

THE ABOVE-REFERENCED FILE REPRESENTS A DELINQUENT INVOICE WHICH HAS BEEN ASSIGNED TO THIS OFFICE FOR COLLECTION BY OUR CLIENT ABOVE.

THIS LETTER IS A DEMAND FOR PAYMENT OF THE SUM SET FORTH ABOVE, PLUS APPLICABLE FEES AND INTEREST. THIS LETTER WILL ALSO SERVE AS **NOTICE TO ALL CORPORATE OFFICERS**. OUR INTENT IS TO COLLECT THIS DEBT USING ALL LEGAL MEANS AT OUR DISPOSAL, UP TO AND INCLUDING CONTACTING OTHER VENDORS AND INVESTIGATING YOUR COMPANY INCOME TAX RETURNS. CORPORATE MISCONDUCT AND FRAUD COULD RESULT IN FULL COLLECTION EFFORTS AGAINST YOUR PERSONAL ASSETS.

QUESTIONS REGARDING THIS ACCOUNT CALL TOLL FREE 1-866-360-8590

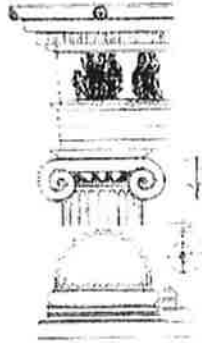
THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

UNLESS YOU NOTIFY THIS OFFICE WITHIN 30 DAYS AFTER RECEIVING THIS NOTICE THAT YOU DISPUTE THE VALIDITY OF THIS DEBT OR ANY PORTION THEREOF, THIS OFFICE WILL ASSUME THIS DEBT IS VALID. IF YOU NOTIFY THIS OFFICE IN WRITING WITHIN 30 DAYS AFTER RECEIVING THIS NOTICE, THIS OFFICE WILL **PROVIDE** YOU WITH THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR, IF DIFFERENT FROM THE CURRENT CREDITOR.

KENNETH MANN
COLLECTION REPRESENTATIVE

SWANIGAN & ASSOCIATES
815 N. LA BREA AVE # 151, INGLEWOOD, CA 90302

Vincent James John Romeo
7607 Hollywood Blvd.
Los Angeles, California 90046



Vintruvious

Paul

November 14th, 2003

Richard Rand

~~Final~~ Billing for Miscellaneous Research

Hours	11 Hours
Total Hours:	11 Hours
	x\$15 /hr
Total Due	\$ _165.00

My apologies for taking this long to get this to you, this is for the last bit of research surrounding the appeal. I'm really curious as to how things went. Let me know. Thanks.

Make checks payable to: Vincent James John Romeo

.....

Vincent James John Romeo
7607 Hollywood Blvd.
Los Angeles, California 90046



Vintruvious

July 31, 2003

Richard Rand

Rand Trial Research

07.17.2003 thru 07.28.2003

Time: 26 hrs.
x\$15 /hr

Sub-Total: \$390.00

07.29.2003 thru 07.31.2003 6 hrs.
x\$15 /hr

Sub-Total: \$90.00

Sub-Total: \$480.00

Paid by Peter Daniels 7.29.2003 Cash \$140.00

Total Due \$340.00

480.00

Make checks payable to: Vincent James John Romeo





LANCO ENGINEERING

DATE
8-31-00

INVOICE NO.
99-0968

WORK ORDER NO.

3638

TO:

Rand Resources, LLC
Richard Rand
1111 La Collina Drive
Beverly Hills, CA 90210

For Services Rendered

Torrance Blvd. NE Cor Figueroa

Services:

ALTA Survey

Field measuring site		
8-02 8.0 Hrs. @ \$175.00		\$ 1,400.00
8-07 4.5 Hrs. @ \$175.00		\$ 787.50
8-08 8.0 Hrs. @ \$175.00		\$ 1,400.00
8-21 6.0 Hrs. @ \$175.00		\$ 1,050.00
8-22 3.0 Hrs. @ \$175.00		\$ 525.00
8-23 8.0 Hrs. @ \$175.00		\$ 1,400.00
Plot field data		
39.5 Hrs. @ \$85.00		\$ 3,357.50

Obtain electronic file of existing partial survey

Plot easements		\$ 345.00
3.0 Hrs. @ \$115.00		

SUB-TOTAL \$10,265.00

Reimbursable Expenses:

Telephone & Facsimile	\$ 1.00
Reproductions	\$.15

SUB-TOTAL \$ 1.15

TOTAL \$10,266.15

TERMS: NET 30 DAYS

Paid in Full

Adjusted to \$600.00



LANCO ENGINEERING

DATE
9-30-00

INVOICE NO.
99-1007

TO:

Rand Resources, LLC
Richard Rand
1111 La Collina Drive
Beverly Hills, CA 90210

WORK ORDER NO.

3638

For Services Rendered

Torrance Blvd. NE Cor Figueroa

Services:

Prepare Tentative Map

8.0 Hrs. @ \$115.00

\$ 920.00

10.5 Hrs. @ \$85.00

\$ 892.50

SUB-TOTAL \$ 1,812.50

Reimbursable Expenses:

Co. L. A. DPW

\$ 18.40

Co. L. A. DPW

\$ 18.40

Shipping & Delivery

\$ 3.02

Reproductions

\$ 15.00

SUB-TOTAL \$ 54.82

TOTAL \$ 1,867.32

TERMS: NET 30 DAYS



LANCO ENGINEERING

DATE
10-31-00

INVOICE NO.
99-1047

WORK ORDER NO.

3638

TO:

Rand Resources, LLC
Richard Rand
1111 La Collina Drive
Beverly Hills, CA 90210

For Services Rendered

Torrance Blvd. NE Cor Figueroa

Services:

Prepare Ownership List & Radius Map

\$ 800.00

SUB-TOTAL

\$ 800.00

Reimbursable Expenses:

Shipping & Delivery
Reproductions

\$ 3.02

\$ 8.40

SUB-TOTAL

\$ 8.40

TOTAL

\$ 808.40

TERMS: NET 30 DAYS



LANCO ENGINEERING

DATE
11-30-00

INVOICE NO.
99-1095

TO:

Rand Resources, LLC
Richard Rand
1111 La Collina Drive
Beverly Hills, CA 90210

WORK ORDER NO.

3638

For Services Rendered

Torrance Blvd. NE Cor Figueroa

Services:

Tentative Parcel Map
Complete amassing filing package
4.0 Hrs. @ \$115.00
5.5 Hrs. @ \$ 85.00

\$ 460.00
\$ 467.50

SUB-TOTAL \$ 927.50

Reimbursable Expenses:

Shipping & Delivery
Reproductions

\$.33
\$ 16.20

SUB-TOTAL \$ 16.53

TOTAL \$ 944.03

TERMS: NET 30 DAYS



LANCO ENGINEERING

DATE INVOICE NO.
01-31-01 01-0029

WORK ORDER NO.

3638

TO:

Rand Resources, LLC
Richard Rand
1111 La Collina Drive
Beverly Hills, CA 90210

For Services Rendered

Torrance Blvd. NE Cor Figueroa

Services:

Meet @ Carson w/Richard Rand, Shari Repp & Harold Ikerd
1-22 2.0 Hrs. @ \$115.00

\$ 230.00

SUB-TOTAL \$ 230.00

Reimbursable Expenses:

SUB-TOTAL \$ -0-

TOTAL \$ 230.00

TERMS: NET 30 DAYS



LANCO ENGINEERING

DATE INVOICE NO.
09-30-01 01-0338

WORK ORDER NO.

3638

TO:

Rand Resources, LLC
Richard Rand
1111 La Collina Drive
Beverly Hills, CA 90210

For Services Rendered

Torrance Blvd. NE Cor Figueroa

Services:

SUB-TOTAL \$-0-

Reimbursable Expenses:

Reproductions

\$ 15.50

SUB-TOTAL \$ 15.50

TOTAL \$ 15.50

TERMS: NET 30 DAYS



LANCO ENGINEERING

DATE
12-31-02

INVOICE NO.
02-0451

TO:

Rand Resources, LLC
Richard Rand
250 N. Canon Drive – 2nd Floor
Beverly Hills, CA 90210

WORK ORDER NO.

3638

For Services Rendered

Torrance Blvd. NE Cor Figueroa

Services:

Update ALTA Survey

6.0 Hrs. @ \$115.00

\$ 690.00

4.0 Hrs. @ \$ 85.00

\$ 340.00

SUB-TOTAL

\$ 1,030.00

Reimbursable Expenses:

Reproductions

\$ 35.00

SUB-TOTAL

\$ 35.00

TOTAL

\$ 1,065.00

TERMS: NET 30 DAYS



LANCO ENGINEERING

DATE
06-30-03

INVOICE NO.
03-0216

TO:

Rand Resources, LLC
Richard Rand
250 N. Canon Drive - 2nd Floor
Beverly Hills, CA 90210

WORK ORDER NO.

3638

For Services Rendered

Torrance Blvd. NE Cor Figueroa

Services:

Balance from Invoice No. 99-1095

Invoice No. 01-0029

Invoice No. 01-0338

Invoice No. 02-0451 Update ALTA Survey 12/31/02

\$ 119.75

\$ 230.00

\$ 15.50

\$1,065.00

paid
SUB-TOTAL

\$ 1,430.25

Reimbursable Expenses:

8/06/03 Reproductions for Dave Eshelman

\$ 30.00

SUB-TOTAL

\$ 30.00

TOTAL

\$ 1,460.25

USPTA

TERMS: NET 30 DAYS



LANCO ENGINEERING

DATE
08-31-03

INVOICE NO.
03-0268

TO:

Rand Resources, LLC
Richard Rand
250 N. Canon Drive – 2nd Floor
Beverly Hills, CA 90210

WORK ORDER NO.

3638

For Services Rendered

Torrance Blvd. NE Cor Figueroa

Services:

SUB-TOTAL \$ -0-

Reimbursable Expenses:

Reproductions \$ 15.00
Shipping & Delivery \$ 9.92

SUB-TOTAL \$ 24.92

TOTAL \$ 24.92

TERMS: NET 30 DAYS



LANCO ENGINEERING

DATE
11-30-03

INVOICE NO.
03-0392

WORK ORDER NO.

3638

TO:

Rand Resources, LLC
Richard Rand
1111 La Collina Drive
Beverly Hills, CA 90210

For Services Rendered

Torrance Blvd. NE Cor Figueroa

Services:

Revise Tentative Parcel Map
Revise Radius Map
2.0 Hrs. @ \$125.00
5.5 Hrs. @ \$ 95.00

\$ 250.00
\$ 522.50

SUB-TOTAL \$ 772.50

Reimbursable Expenses:

Reproductions

\$ 3.90

SUB-TOTAL \$ 3.90

TOTAL \$ 776.40

TERMS: NET 30 DAYS



Metropolitan Escrow

1411 W. 190th St., Suite 125 Gardena, CA 90248
T 310.327.0296 F 310.327.1527

Estimated Close Date: January 3, 2003
Report Print Date: December 29, 2002
Page 1

Escrow No. 16599
Reference: APN # 7336-3-27 & 7336-3-28
Carson, CA 90745

Seller ESTIMATED CLOSING STATEMENT

SELLER:
Carson El Camino LLC

- - DEBITS - - - - CREDITS - -
5,500,000.00

Consideration:
Total Consideration

28,236.49

Adjustments:
Security Deposits

245,000.00

Disbursements Paid:

Commission
Commission of \$ 165,000.00
pd to: Daum Commercial Real Estate
Commission of \$ 80,000.00
pd to: John C. Killen, Inc.
Messenger/notary/fax
pd to: Messenger/Notary/Fed Ex/Fax
balance of funds ALTA survey
pd to: Landcc
services rendered
pd to: Paul Hastings
services rendered
pd to: Kosmont Partners
services rendered
pd to: A.E.I. Consultants
services rendered
pd to: Robert A. Kendall, Esq.
services rendered
pd to: Bundy Finkle Architects
services rendered
pd to: FAINSBERT, MASE & SNYDER
services rendered
pd to: D.M.J.M.H. Consultants
services rendered
pd to: Jim Carstensen
Legal fees
pd to: Holland & Knight LLP

300.00
3,500.00
37,000.00
5,500.00
6,500.00
10,000.00
21,000.00
22,000.00
3,750.00
39,000.00
15,000.00

Title Charges:

Owner's Policy-special rate
Sub-Escrow Fee
Title / Wire Fee

2,256.00
75.00
25.00

Escrow Fees:

Escrow Fees
Prepare Grant Deed

3,500.00
100.00
150.00

107.51

MUNGER, TOLLES & OLSON LLP

355 SOUTH GRAND AVENUE
THIRTY-FIFTH FLOOR
LOS ANGELES, CALIFORNIA 90071-1560
TELEPHONE (213) 683-9100
FACSIMILE (213) 687-3702

33 NEW MONTGOMERY STREET
SAN FRANCISCO, CALIFORNIA 94105-9781
TELEPHONE (415) 512-4000
FACSIMILE (415) 512-4077

July 11, 2002

PETER R. TAFT
ROBERT K. JOHNSON
ALAN V. FRIEDMAN
RICHARD L. OLSON
DENNIS C. KINNAIRD
RICHARD S. VOLPERT
SIMON M. LORNE
DENNIS C. BROWN
ROBERT E. DENHAM
JEFFREY I. WEINBERGER
ROBERT L. ADLER
CARY B. LERMAN
CHARLES B. SIEGAL
RONALD K. MEYER
GREGORY P. STONE
VILMA S. MARTINEZ
BRAD D. BRIAN
BRADLEY S. PHILLIPS
GEORGE M. GARVEY
WILLIAM D. TENKO
STEVEN L. GUISE
ROBERT B. KHAUSS
R. GREGORY MORGAN
STEPHEN M. KRISTOVICH
JOHN W. SPIEGEL
TERRY E. SANCHEZ
STEVEN M. PERRY
RUTH E. FISHER
MARK B. HELM
JOSEPH D. LEE
MICHAEL R. DOYEN
MICHAEL E. SOLOFF
GREGORY D. PHILLIPS
LAWRENCE C. BARTH
KATHLEEN M. McDOWELL
GLENN D. POJEMANTZ
THOMAS B. WALPER
RONALD C. HAUSMANN
PATRICK J. CAFFERTY, JR.

JAY M. FUJITANI
O'MALLEY M. MILLER
SANDRA A. SEVILLE-JONES
MARK H. ERSTEIN
HENRY WEISSMANN
KEVIN S. ALLRED
MARC A. BECKER
CYNTHIA L. BUTCH
BART H. WILLIAMS
JEFFREY A. MCINTZ
JUDITH T. KITANO
KRISTIN LINSLEY MYLES
MARC T.S. DWORSKY
JEROME C. ROTH
STEPHEN D. ROSE
JEFFREY L. BLEICH
GARTH T. VINCENT
TED DANE
MARK SHINDERMAN
STUART N. SENATOR
MARTIN D. BERN
STEVEN B. WEISBURD
EDWARD C. HAGEROTT, JR.
RICHARD E. DROOYAN
ROBERT L. DELL ANGELO
BRUCE A. ABBOTT
JOHNATHAN E. ALTMAN
MARY ANN TODD
MICHAEL J. O'SULLIVAN
KELLY M. KLAUS
DAVID B. GOLDMAN
BURTON A. GROSS
KEVIN S. MASUDA
HOJODN HWANG
KRISTIN S. ESCALANTE
DAVID C. DINIELLI
ANDREA J. WEISS
ALLISON B. STEIN
MARSHA HYMANSON

MONICA WAHL SHAFFER
SUSAN R. SZABO
JOHN C. ULIN
STEVEN W. HAWKINS
DAVID M. ROSENZWEIG
PETER A. DETRE
DEVON ALEXANDER GOLD
PAUL J. WATFORD
DAVID H. FRY
STEPHEN E. MORRISSEY
TAMERLIN J. GODLEY
LINDA S. GOLDMAN
DANA S. TREISTER
TODD E. MOLZ
LINDA M. BURROW
LISA J. DEWSKY
ANDREW C. FINCH
MALCOLM A. HEINICKE
TUNG YIN
MICHAEL B. BARSA
JAMES C. RUTTEN
SEAN P. GATES
MARK J. JOHNSTON
JOHN P. HUNT
J. MARTIN WILLIAMS
PAUL A. DAVIS
NATALIE PAGÉS STONE
RICHARD ST. JOHN
FRED A. ROWLEY, JR.
BRETT J. RODDA
AVITAL T. ZERILIAN
HENRY H. GONZALEZ
MELVIN T. DAVIS
BRIAN T. DALY
TED W. LIU
TIMOTHY B. EVANS
AMY LYNNE BOYD
YVONNE M. DUTTON
C. DAVID LEE

CAROLYN HOECKER LUEDTKE
STACIE G. GALLI
KIRSTIN M. AULT
JOSEPH S. KLAPACH
LISA VANCE CASTLETON
LAURA B. REIDER
MARRIN S. PUTNAM
C. DABNEY O'RIOURAN
REX D. GLENSY
STEVE KIM
KARIN S. SCHWARTZ
ALEXIS MARTIN NEELY
LYNN HEALEY SCADUTO
MICHAEL E. WATERSTONE
BEONG-SOO KIM
DEBORAH N. PEARLSTEIN
ROHIT K. SINGLA
RANDALL G. SOMMER
BROOKS E. ALLEN
CARL HOLLIDAY MOOR
EMILY M. STEPHENS
JEFFREY S. MANNING-CARTWRIGHT
AARON M. MAY
BRYONY J. GAGAN
SHORT E. MILLER
JASON L. HAAS
MANUEL F. CACHAN
ERIC J. LORENZINI
MARIA SEFERIAN
REBEKAH N. HEISER

RICHARD D. ESBENSHADE
OF COUNSEL

E. LEROY TOLLES
(RETIRED)

A PROFESSIONAL CORPORATION

WRITER'S DIRECT LINE

(213) 683-9136
(213) 683-5136 FAX
drooyanre@mto.com

Richard R. Rand
250 North Canon Drive
2nd Floor
Beverly Hills, CA 90210

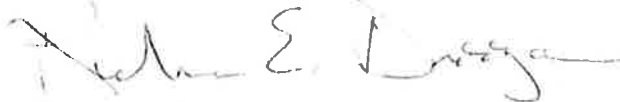
Re: Invoice No. 382424

Dear Rick:

Enclosed is our statement for legal services rendered and disbursements incurred through June 30, 2002.

If you have any questions or comments, please do not hesitate to call.

Sincerely,



Richard E. Drooyan

RED:sn
Enclosure

**MUNGER, TOLLES & OLSON LLP
355 SOUTH GRAND AVENUE
LOS ANGELES, CA 90071-1560**

July 11, 2002

Richard R. Rand
250 North Canon Drive
2nd Floor
Beverly Hills, CA 90210

Invoice Number: 382424

Tax Identification No. 95-2156481

For professional services rendered through June 30, 2002 as follows:

TOTAL FEES	\$ 1,729.00
TOTAL DISBURSEMENTS	<u>1.17</u>
TOTAL FEES AND DISBURSEMENTS	<u>\$ 1,730.17</u>
RETAINER	\$ 10,000.00
TOTAL INVOICE AMOUNT	<u>-1,730.17</u>
BALANCE OF RETAINER	<u>\$ 8,269.83</u>

BARRY A. ROSS
ATTORNEY AT LAW

1750 EAST
4TH STREET,
SUITE 500

SANTA ANA,
CALIFORNIA
92705-3923

714•285•1980
FAX 714•285•1175
EMAIL: rossbarry@aol.com

BILLING STATEMENT
JANUARY 31, 2002

Mr. Richard Rand
Rand Pearlman Ventures
Rand Resources, LLC
270 N. Canon Drive
Penthouse
Beverly Hills, CA 90210

Re: Rand Resources, LLC and Rand Pearlman Ventures, LLC v. Carson
Redevelopment Agency

<u>Date</u>	<u>Description</u>	<u>Hours</u>
1/11/02	Telephone conversations with Richard Rand (twice).	.50
1/14/02	Conference with Richard Rand and John Killen; telephone conversations with Richard Rand (five times); telephone conversation with Ronald Winkler.	1.75
1/15/02	Review letter from Richard Rand; telephone conversations with Richard Rand (twice); review documents provided by Richard Rand; draft letter to Richard Rand; draft letter to Ronald Winkler; draft letter to Christopher Chase; review City of Carson's owner-participation rules.	5.75
1/16/02	Telephone conversation with Richard Rand; telephone conversation with John Killen.	.50
1/17/02	Telephone conversations with Steve Fainsbert (twice); telephone conversations with Richard Rand (twice); telephone conversation with John Killen.	1.25
1/18/02	Telephone conversations with Richard Rand (twice); telephone conversation with Christopher Chase; review letter from Christopher Chase.	.75

BILLING STATEMENT
JANUARY 31, 2002

1/22/02	Telephone conversation with Ronald Winkler; telephone conversation with Richard Rand; draft letter to Ronald Winkler; review documents received from Metropolitan Escrow.	1.50
1/23/02	Telephone conversation with Richard Rand.	.25
1/24/02	Review letter from Jim Davis of Buchanan Street Partners; telephone conversation with Richard Rand; draft revisions to Davis letter; draft letter to Richard Rand.	1.50
1/29/02	Telephone conversation with Richard Rand; telephone conversation with Christopher Chase.	.50
1/30/02	Draft letter to Christopher Chase; draft Narcissa Agreement; conference call with Richard Rand and Art Pearlman.	3.50

Total Hours: 17.75

	<u>Charges</u>	<u>Credits</u>
Payment received - 1/14/02		\$2,500.00
Attorneys' fees = 17.75 hrs. @ \$275/hr.	\$4,881.25	

Balance due	\$2,381.25	

\$5000 retainer received 1/14/02 to be applied to last month's billing statement

GREENBERG GLUSKER FIELDS CLAMAN
& MACHTINGER LLP
1900 Avenue of the Stars, 21st Floor
Los Angeles, California 90067-4590

1 GARRETT L. HANKEN (SBN 057213)
2 SEDINA L. BANKS (SBN 229193)
3 GREENBERG GLUSKER FIELDS CLAMAN &
4 MACHTINGER LLP
5 1900 Avenue of the Stars, 21st Floor
6 Los Angeles, California 90067-4590
7 Telephone: 310.553.3610
8 Fax: 310.553.0687
9 ghanken@ggfirm.com
10 sbanks@ggfirm.com

11 Attorneys for Plaintiff
12 Richard Rand

13 UNITED STATES DISTRICT COURT
14 CENTRAL DISTRICT OF CALIFORNIA

15 RICHARD RAND

16 Plaintiff,

17 vs.

18 CITY OF CARSON, et al.

19 Defendants.

20 Case No. CV 03-1913 GPS (PJWx)

21 Assigned To: Hon. George P.
22 Schiavelli

23 **DECLARATION OF BARRY A.
24 ROSS IN SUPPORT OF
25 MOTION FOR ATTORNEYS'
26 FEES**

27 [Notice of Motion, Motion,
28 Supporting Declarations and
Proposed Order Lodged
Concurrently Herewith]

FILED
2006 DEC 27 PM 3:42
CLERK, U.S. DISTRICT COURT
CENTRAL DISTRICT OF CALIF.
LOS ANGELES

I, Barry A. Ross, hereby declare:

1. I am an attorney licensed to practice before this Court, and am the sole practitioner of Barry A. Ross Law Offices, former counsel for plaintiff Richard Rand ("Rand") herein. I have personal knowledge of the facts set forth in this declaration and, if called as a witness, I would and could competently testify thereto under oath.

2. Rand was represented in this action by me from the beginning of the action in or around March 2003 until on or about November 14, 2003 when the

1 firm of Greenberg Glusker Fields Claman and Machtinger LLP ("Greenberg
2 Glusker") substituted in as counsel for Rand.

3 3. I graduated from the University of California, Los Angeles, in 1970,
4 earning a B.A., and received my J.D. from Loyola University in 1973. I was
5 admitted to the California State Bar in 1973. I have specialized in commercial and
6 real estate litigation for over 33 years.

7 4. My billing rate was \$300 in 2003.

8 5. Attached hereto as Exhibit "A" are true and correct copies of my
9 resume as it appears on my law firm's website (<http://rossrealestatelaw.com>) and
10 my listing in Martindale-Hubbell's attorney database (<http://www.martindale.com>).

11 6. From the inception of this dispute through the substitution of counsel
12 of Greenberg Glusker, the primary tasks involved in this action have included: (1)
13 Conducting research regarding factual and legal issues; (2) Researching and
14 preparing Rand's complaint, first amended complaint and second amended
15 complaint; and (3) Successfully defending in part a Motion to Dismiss the
16 complaint and first amended complaint, including conducting research related to
17 the Motion.

18 7. I generate billing statements to clients on a monthly basis. I keep
19 daily track of the amount of time that I spend on a matter on daily time sheets. At
20 the end of the month, I review my daily time sheets and determine the monthly
21 amount for each client. The final billing statement is generated and sent to the
22 client for payment.

23 8. I was the only attorney representing Rand in this action from my firm.
24 The procedure described in the above-paragraph is how I generated the billing
25 statements that I sent to Rand regarding this matter.

26 9. Attached hereto as Exhibit "B" are true and correct copies of the
27 billing statements that I sent to Rand with respect to this dispute.

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10. The total time spent by me in this matter was 264.70 hours, all of which was spent in 2003.

11. Multiplying the above-described hours by my hourly rate equals \$79,410.00, as shown in the summary chart attached hereto as Exhibit "C." In my opinion, \$79,410.00 is a reasonable fee in this matter for my services.

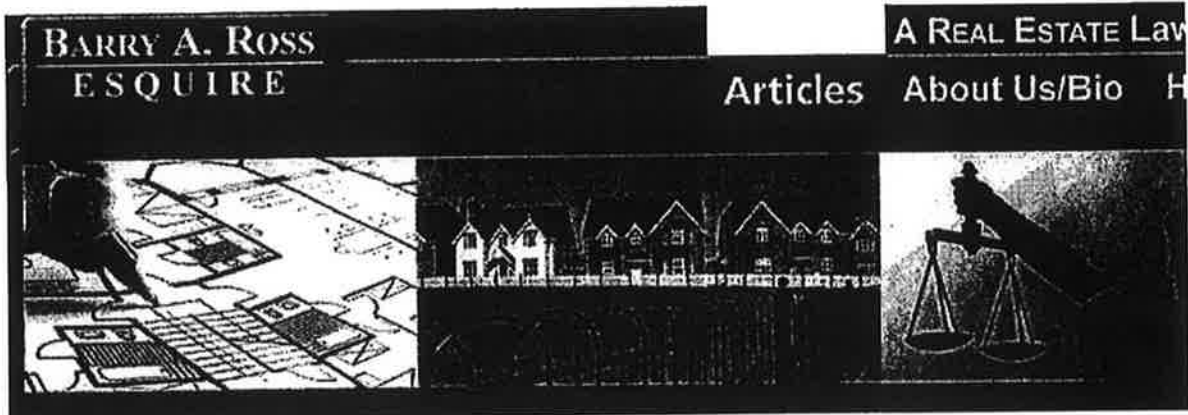
I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on December 20, 2006, at Irvine, California

Barry A. Ross
Barry A. Ross

GREENBERG GLUSKER FIELDS CLAMAN
& MACCHINGER LLP
1900 Avenue of the Stars, 21st Floor
Los Angeles, California 90067-4590

1884823.P
73388-00003



About Barry A. Ross

Barry A. Ross has dedicated his professional career to the intricacies and nuances of real estate law.

With over 30 years of litigation experience, Mr. Ross has completed over 100 jury and non-jury trials and numerous mediations and arbitrations. He has completed 15 appeals to the Court of Appeals, including five published decisions.

During his prestigious career, Mr. Ross has served as Deputy City Attorney for the City of Hawthorne, California, and the City of Long Beach, California. He has been in private practice in Orange County since 1986. He is also a respected teacher and lecturer.

He is currently President of the Woodbridge Village Association in Irvine, CA, a homeowners association comprising ten thousand homes, thirty thousand adult residents and an \$8 million annual budget. He has served as a Board member for over 12 years.

Education

UCLA - B.A., June 1970
Loyola University - Juris Doctorate, June, 1973
California Bar Examination - passed December 1973

Professional Organizations

International Right of Way Association
Orange County Bar Association
Orange County City Attorney Association



EXHIBIT A
PAGE 4

RossRealEstateLaw.com

7700 Irvine Center Drive, Suite 710 Irvine, CA 92618 (949) 727-0977
barryross@rossrealestatelaw.com

[Home](#) | [About Us/ Bio](#)

Areas served: Southern California including: Orange County, Los Angeles, San Diego, San Bernadino, Irvine, Long Beach, Palm Sp
Riverside, Twenty Nine Palms, Santa Barbara, Beverly Hills and more.

EXHIBIT A
PAGE 5

BARRY A. ROSS
ATTORNEY AT LAW

1851 EAST
1ST STREET,
SUITE 1100

SANTA ANA,
CALIFORNIA
92705-4051

714-283-1988
FAX 714-283-1175
rossbarry@aol.com

BILLING STATEMENT
November 30, 2003

Richard Rand
1111 La Collina
Beverly Hills, CA 90210

In Reference To: Rand v. City of Carson; United States District Court
Case No. CV03 - 1913 - AHM (PJWx)

Professional Services

<u>Date</u>	<u>Description</u>	<u>Hours</u>
11/01/03	Draft opposition to City of Carson's motion to dismiss complaint; legal research re: opposition	6.00
11/03/03	Additional legal research re: City of Carson's motion to dismiss complaint (1.0); revise opposition to motion (2.0)	3.00
11/04/03	Draft letter to Ken Mac Vey (.75); telephone call with client (no charge); draft letter to client (1.0)	1.75
11/05/03	Telephone call with Ken Mac Vey (.25); draft motion to withdraw as attorney of record, including notice of motion, declaration and memorandum of points and authorities (3.25); legal research re: motion to withdraw as attorney of record (2.0); draft letter to Ken Mac Vey (.75)	6.25
11/06/03	Revise motion to withdraw as attorney of record	1.00
11/10/03	Review Daryl Sweeney's motion to dismiss second amended complaint and preliminary legal research (1.0); telephone call with Ken Mac Vey (.75); telephone call with client (.25); draft letter to Ken Mac Vey (.75); draft letter to client (.75)	3.50
11/11/03	Telephone call with Robert Pryce (.25); telephone call with Garrett Hankin (.25)	0.50

EXHIBIT B
PAGE 6

Richard Rand
BILLING STATEMENT
 November 30, 2003
 Page 2

<u>Date</u>	<u>Description</u>	<u>Hours</u>	
11/12/03	Telephone call with Garrett Hankin (twice) (.50); telephone call with Ken MacVey (.25)	0.75	
11/24/03	Telephone call with Matt Krasnowski, reporter, Copley News	0.25	NO CHARGE
			<u>Amount</u>
	Total hours	23.00	\$6,825.00

<u>Professional Services Summary</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Barry A. Ross	22.75	300.00	\$6,825.00
Barry A. Ross	0.25	0.00	\$0.00

Costs

Description

Attorney service	95.00
Courier	54.75
Photocopies	122.25
Postage	14.03
Total costs	\$286.03

Total amount of this bill	\$7,111.03
Previous balance	\$15,517.25
11/30/2003 Credit for retainer	(\$5,000.00)
Total payments and adjustments	(\$5,000.00)
Balance due	\$17,628.28

EXHIBIT B
 PAGE 7

BARRY A. ROSS
ATTORNEY AT LAW

1851 EAST
1ST STREET,
SUITE 1100

SANTA ANA,
CALIFORNIA
92705-4851

714-285-1988
FAX 714-285-1174
rossbarry@aol.com

BILLING STATEMENT
April 30, 2004

Richard Rand
1111 La Collina
Beverly Hills, CA 90210

In Reference To: **Rand v. City of Carson; United States District Court**
Case No. CV03 - 1913 - AHM (PJWx)

	<u>Amount</u>
Previous balance	\$17,865.43
Balance due	<u>\$17,865.43</u>

EXHIBIT B
PAGE 8

BARRY A. ROSS
ATTORNEY AT LAW

1851 EAST
1ST STREET,
SUITE 1100

SANTA ANA,
CALIFORNIA
92705-4251

714-285-1980
FAX 714-285-1178
rossbarry@aol.com

BILLING STATEMENT
March 31, 2004

Richard Rand
1111 La Collina
Beverly Hills, CA 90210

In Reference To: Rand v. City of Carson; United States District Court
Case No. CV03 - 1913 - AHM (PJWx)

<u>Costs</u>		<u>Amount</u>
<u>Description</u>		
Attorney service		11.25
Courier		51.75
		<hr/>
		\$63.00
Total costs		
		\$17,802.43
Previous balance		
		<hr/>
Balance due		\$17,865.43

EXHIBIT B
PAGE 9

BARRY A. ROSS
ATTORNEY AT LAW

1851 EAST
1ST STREET,
SUITE 1100

SANTA ANA,
CALIFORNIA
92705-4051

714-285-1986
FAX 714-285-1175
rossbarry@aol.com

BILLING STATEMENT
February 29, 2004

Richard Rand
1111 La Collina
Beverly Hills, CA 90210

In Reference To: Rand v. City of Carson; United States District Court;
Case No. CV03 - 1913 - AHM (PJWx)

	<u>Amount</u>
Previous balance	\$17,802.43
Balance due	<u>\$17,802.43</u>

EXHIBIT B
PAGE 10

BARRY A. ROSS
ATTORNEY AT LAW

1851 EAST
1ST STREET,
SUITE 1100

SANTA ANA,
CALIFORNIA
92705-0251

714-285-1900
FAX 714-285-1175
barross@cal.com

BILLING STATEMENT
January 31, 2004

Richard Rand
1111 La Collina
Beverly Hills, CA 90210

In Reference To: Rand v. City of Carson; United States District Court
Case No. CV03 - 1913 - AHM (PIWx)

<u>Costs</u>	<u>Amount</u>
<u>Description</u>	
Attorney service	53.65
Total costs	<u>\$53.65</u>
Previous balance	\$17,748.78
Balance due	<u>\$17,802.43</u>

EXHIBIT B
PAGE 11

BARRY A. ROSS
ATTORNEY AT LAW

1851 EAST
1ST STREET,
SUITE 1100

SANTA ANA,
CALIFORNIA
92705-4051

714-285-1980
FAX 714-285-1175
barry@bar.ross

BILLING STATEMENT
December 31, 2003

Richard Rand
1111 La Collina
Beverly Hills, CA 90210

In Reference To: Rand v. City of Carson; United States District Court
Case No. CV03 - 1913 - AHM (PJWx)

<u>Costs</u>	<u>Amount</u>
<u>Description</u>	
Courier	51.75
Attorney service	68.75
	<hr/>
Total costs	\$120.50
Previous balance	\$17,628.28
	<hr/>
Balance due	\$17,748.78

EXHIBIT *B*
PAGE *12*

BARRY A. ROSS
ATTORNEY AT LAW

1851 EAST
1ST STREET,
SUITE 1180

BILLING STATEMENT
November 30, 2003

Richard Rand
1111 La Collina
Beverly Hills, CA 90210

In Reference To: Rand v. City of Carson; United States District Court
Case No. CV03 - 1913 - AHM (PJWx)

Professional Services

<u>Date</u>	<u>Description</u>	<u>Hours</u>
11/01/03	Draft opposition to City of Carson's motion to dismiss complaint; legal research re: opposition	6.00
11/03/03	Additional legal research re: City of Carson's motion to dismiss complaint (1.0); revise opposition to motion (2.0)	3.00
11/04/03	Draft letter to Ken Mac Vey (.75); telephone call with client (no charge); draft letter to client (1.0)	1.75
11/05/03	Telephone call with Ken Mac Vey (.25); draft motion to withdraw as attorney of record, including notice of motion, declaration and memorandum of points and authorities (3.25); legal research re: motion to withdraw as attorney of record (2.0); draft letter to Ken Mac Vey (.75)	6.25
11/06/03	Revise motion to withdraw as attorney of record	1.00
11/10/03	Review Daryl Sweeney's motion to dismiss second amended complaint and preliminary legal research (1.0); telephone call with Ken Mac Vey (.75); telephone call with client (.25); draft letter to Ken Mac Vey (.75); draft letter to client (.75)	3.50
11/11/03	Telephone call with Robert Pryce (.25); telephone call with Garrett Hankin (.25)	0.50

EXHIBIT B
PAGE 13

BARRY A. ROSS
ATTORNEY AT LAW

1851 EAST
187 STREET,
SUITE 1100

SANTA ANA,
CALIFORNIA
92705-4061

714-385-1980
FAX 714-385-1175
rossbarry@aol.com

BILLING STATEMENT
October 31, 2003

Richard Rand
Carson El Camino, LLC
250 N. Cannon Drive, 2nd floor
Beverly Hills, CA 90210

In Reference To: Rand v. City of Carson; United States District Court
Case No. CV03 - 1913 - AHM (PJWx)

Professional Services

<u>Date</u>	<u>Description</u>	<u>Hours</u>
10/02/03	Telephone call with client (.25); revise second amended complaint (.75); telephone call with Peter Daniels (.25); draft letter to client (.50)	1.75
10/09/03	Telephone call with Peter Daniels (.25); revise second amended complaint (1.50); telephone call with client (.25)	2.00
10/26/03	Review substitution of attorney for City of Carson and Carson Redevelopment Agency	0.20
10/28/03	Telephone call with client	0.25
10/29/03	Telephone call with Michael Echevarria (.25); review City of Carson's motion to dismiss Rand's second amended complaint (1.25); draft letter to client (.50)	2.00
10/30/03	Telephone call with client (.25); telephone call with Mike Rubin of Rutan & Tucker (.25); telephone call with Ken MacVey of Best, Best & Kreiger .25); draft letter to Aaron Harp of Aleshire & Wynder (.75)	1.50
10/31/03	Telephone call with Ken Mac Vey (.25); telephone call with client (no charge); telephone call with Aaron Harp (.25); telephone call with Michael Echevarria (.25); draft letter to Ken Mac Vey (.75); draft stipulation to continue hearing on City's motion to dismiss complaint (1.0); draft letter to Aaron Harp (.65); review letter from Aaron Harp (.10)	3.25

EXHIBIT 13
PAGE 14

Richard Rand
 BILLING STATEMENT
 October 31, 2003
 Page 2

	<u>Hours</u>	<u>Amount</u>
Total hours	10.95	\$3,285.00
<u>Professional Services Summary</u>	<u>Hours</u>	<u>Rate</u>
Barry A. Ross	10.95	300.00
		<u>Amount</u>
		\$3,285.00
<u>Costs</u>		
<u>Description</u>		
Photocopies		71.55
Total costs		<u>\$71.55</u>
Total amount of this bill		\$3,356.55
Previous balance		\$20,660.70
10/15/2003 Payment - Thank You. Check No. 147		<u>(\$8,500.00)</u>
Total payments and adjustments		(\$8,500.00)
Balance due		<u>\$15,517.25</u>

Retainer of \$5,000 received 2/24/03 to be applied to last month's billing statement.

EXHIBIT 16
 PAGE 15

BARRY A. ROSS
ATTORNEY AT LAW

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92705-8051

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BILLING STATEMENT
September 30, 2003

Richard Rand
Carson El Camino, LLC
250 N. Cannon Drive, 2nd floor
Beverly Hills, CA 90210

In Reference To: Rand v. City of Carson; United States District Court
Case No. CV03 - 1913 - AHM (PJWx)

Professional Services

<u>Date</u>	<u>Description</u>	<u>Hours</u>
09/02/03	Additional legal research re: City's motion to dismiss complaint	3.00
09/04/03	Review Daryl Sweeney's answer to first amended complaint; draft letter to client; additional legal research re: City's motion to dismiss first amended complaint	4.00
09/05/03	Telephone call with client	0.25
09/07/03	Additional legal research re: City's motion to dismiss complaint	2.50
09/08/03	Draft opposition to City's motion to dismiss first amended complaint; review Robert Pryce plea agreement	5.25
09/09/03	Revise opposition to City's motion to dismiss first amended complaint; telephone call with client; draft letter to client; review letter from client; draft letter to client	6.00
09/10/03	Draft (proposed) order	1.00
09/11/03	Review investigative report of Pamela Paduch of Investigative Solutions, Inc.	0.25
09/12/03	Telephone call with client (twice); telephone call with Peter Daniels (twice)	1.00

EXHIBIT B
PAGE 16

Richard Rand
BILLING STATEMENT
 September 30, 2003
 Page 2

<u>Date</u>	<u>Description</u>	<u>Hours</u>	
09/15/03	Telephone call with client	0.25	
09/22/03	Review notice from court clerk; draft letter to client; review City of Carson's reply memorandum	1.25	
09/26/03	Telephone call with Peter Daniels; review motion, opposition and reply re: City's motion to dismiss complaint; conference call with client and Peter Daniels; review written information provided by Peter Daniels	2.50	
09/28/03	Legal research re: City's reply; review motion, opposition, and reply re: City's motion to dismiss first amended complaint; prepare for oral argument	4.00	
09/29/03	Prepare for and attend hearing on City of Carson's motion to dismiss Rand's first amended complaint; confer with client; confer with Mitchell Abbott, attorney for City	5.50	
09/30/03	Telephone call with Matt Krasnowski of Copley News Service; begin drafting second amended complaint	3.25	
			<u>Amount</u>
	Total hours	40.00	\$12,000.00

Professional Services Summary
 Barry A. Ross

<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
40.00	300.00	\$12,000.00

Costs

Description

Parking	9.00
Attorney service	116.00
Photocopies	35.70
Total costs	\$160.70

Total amount of this bill

\$12,160.70

EXHIBIT 18
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Richard Rand
BILLING STATEMENT
September 30, 2003
Page 3

	<u>Amount</u>
Previous balance	\$18,546.43
9/8/2003 Payment - Thank You. Check No. 397	(\$7,546.43)
9/15/2003 Payment - Thank You. Check No. 111	(\$2,500.00)
Total payments and adjustments	<u>(\$10,046.43)</u>
Balance due	<u>\$20,660.70</u>

Retainer of \$5,000 received 2/24/03 to be applied to last month's billing statement.

EXHIBIT B
PAGE 18

BARRY A. ROSS
ATTORNEY AT LAW

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BILLING STATEMENT
August 31, 2003

Richard Rand
Carson El Camino, LLC
250 N. Cannon Drive, 2nd floor
Beverly Hills, CA 90210

In Reference To: Rand v. City of Carson; United States District Court
Case No. CV03 - 1913 - AHM (PJWx)

Professional Services

<u>Date</u>	<u>Description</u>	<u>Hours</u>
08/01/03	Prepare for and conduct meet and confer conference with opposing counsel Mitchell Abbott and Michael Echevarria; draft stipulation and order; draft letter to opposing counsel; telephone call with client; legal research re: first amended complaint	5.50
08/04/03	Telephone call with client; telephone call with Vincent Romeo	0.50
08/05/03	Telephone calls with Peter Daniels (three times); telephone call with Vincent Romeo; conference with Vincent Romeo; begin drafting first amended complaint; additional legal research re: first amended complaint; draft letter to client	6.00
08/06/03	Telephone calls with Peter Daniels (three times); additional legal research re: first amended complaint; telephone call with client; revise first amended complaint	3.00
08/07/03	Telephone calls with Peter Daniels (seven times); telephone calls with client (twice); redraft first amended complaint	4.00
08/08/03	Telephone call with Peter Daniels	0.25
08/11/03	Telephone call with Sonali Jandial, attorney for City	0.25
08/13/03	Telephone call with Mitchell Abbott; review ruling of Judge Matz re: discovery	0.50

EXHIBIT B
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Richard Rand
 BILLING STATEMENT
 August 31, 2003
 Page 2

<u>Date</u>	<u>Description</u>	<u>Hours</u>	
08/14/03	Review letter from Sonali Jandial	0.25	
08/15/03	Telephone calls with client (three times); review L.A. Times article re: Pryce; telephone conference with Mitchell Abbott and Sonali Jandial	1.50	
08/19/03	Telephone calls with client (twice); telephone call with David Aleshire, newly appointed City Attorney	0.75	
08/21/03	Legal research re: tort of interference with prospective business interests; draft stipulation to dismiss claim for interference with prospective business interests as to Carson Redevelopment Agency only	2.00	
08/23/03	Review and revise letter from client to Mayor Callas; review City of Carson's motion to dismiss first amended complaint; legal research re: motion to dismiss complaint	8.00	
08/25/03	Review revised letter from client to Mayor Callas; telephone calls with client (twice); legal research re: motion to dismiss complaint	1.75	
08/28/03	Draft letter to client; telephone call with client	1.00	
08/29/03	Legal research re: City's motion to dismiss complaint	2.50	
			<u>Amount</u>
	Total hours	37.75	\$11,325.00

Professional Services Summary
 Barry A. Ross

<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
37.75	300.00	\$11,325.00

Costs

Description

Attorney service
 Photocopies

94.00
50.25
<u>\$144.25</u>

Total costs

EXHIBIT 18
 PAGE 20

Richard Rand
BILLING STATEMENT
August 31, 2003
Page 3

	<u>Amount</u>
Total amount of this bill	\$11,469.25
Previous balance	\$16,077.18
8/11/2003 Payment - Thank You. Check No. 378	(\$9,000.00)
Total payments and adjustments	(\$9,000.00)
Balance due	<u>\$18,546.43</u>

Retainer of \$5,000 received 2/24/03 to be applied to last month's billing statement.

EXHIBIT B
PAGE 21

BARRY A. ROSS
ATTORNEY AT LAW

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BILLING STATEMENT
July 31, 2003

Richard Rand
Carson El Camino, LLC
250 N. Cannon Drive, 2nd floor
Beverly Hills, CA 90210

In Reference To: Rand v. City of Carson; United States District Court;
Case No. CV03 - 1913 - AHM (PJW:c)

Professional Services

<u>Date</u>	<u>Description</u>	<u>Hours</u>
07/01/03	Telephone call with client	0.25
07/02/03	Draft Joint Rule 26 (f) Report re: early meeting of counsel; draft letter to opposing counsel	2.50
07/03/03	Review letter from Andrew Thomas; revise Joint Rule 26 (f) Report; review second letter from Andrew Thomas	2.10
07/07/03	Telephone call with Josie of Pryce, Parker, & Hill; telephone call with Sonali Jondial of Richards, Watson & Gershon; telephone call with Michael Echevarria; telephone call with Mitchell Abbott of Richards, Watson & Gershon; draft letter to opposing counsel; draft revised Joint Rule 26(f) report; review correspondence from Michael Echevarria; review Carson's reply memorandum of points and authorities	3.50
07/08/03	Telephone call with Charlie Hill; draft letter to client; review letter from Charlie Hill	1.00
07/10/03	Telephone call with Jim Fosbinder; draft letter to Jim Fosbinder	0.75
07/14/03	Prepare for and attend hearing in Courtroom 14 of the U. S. District Court before Judge A. Howard Matz in Los Angeles on City of Carson's motion to dismiss complaint; confer with client; confer with Peter Daniels; confer with Jennifer English, reporter; confer with court reporter and court clerk in Courtroom of Judge Percy	6.00

EXHIBIT B
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Richard Rand
 BILLING STATEMENT
 July 31, 2003
 Page 2

<u>Date</u>	<u>Description</u>	<u>Hours</u>	
	Anderson; review notice of joinder of Pryce, Parker, Hill, LLP		
07/15/03	Telephone call with Michael Echevarria; telephone call with Mitchell Abbott; telephone call with Vincent Romeo, law student	0.75	
07/17/03	Telephone call with client; draft letter to client; telephone call with Vincent Romeo	1.25	
07/18/03	Telephone call with client; conference with client and Peter Daniels; telephone call with Peter Daniels; review letter from Peter Daniels; review T.S. Haulers case; draft letter to Peter Daniels	2.50	
07/22/03	Telephone call with client	0.25	
07/23/03	Internet research; telephone call with Vincent Romeo; draft instructions to attorney service; draft letter to client	1.50	
07/24/03	Telephone call with Vincent Romeo; telephone call with Peter Daniels; review correspondence from Ronald Winkler and Rev. Canales; telephone call with client; telephone call with Mitchell Abbott	1.25	
07/25/03	Draft stipulation and order re: extension of time to plead; draft letter to Mitchell Abbott	2.00	
07/29/03	Draft letter to opposing counsel; review newspaper articles	0.85	
07/30/03	Review newspaper article; telephons call with Peter Daniels; telephone call with Paul Pearson, Court Clerk; telephone call with client	1.00	
07/31/03	Review plea agreement of defendant Sweeney; telephone call with Michael Echevarria; review Judge Matz's decision of 7-3C-03; draft letter to client	2.00	
			<u>Amount</u>
	Total hours	29.45	\$8,835.00

EXHIBIT B
 PAGE 23

Richard Rand
BILLING STATEMENT
 July 31, 2003
 Page 3

<u>Professional Services Summary</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Barry A. Ross	29.45	100.00	\$8,835.00

Costs

Description

	<u>Amount</u>
Mileage	18.48
Parking	9.00
Attorney service	15.00
Courier	131.00
Photocopies	68.70
Total costs	<u>\$242.18</u>

Total amount of this bill	<u>\$9,077.18</u>
Previous balance	\$14,561.30
7/18/2003 Payment - Thank You. Check No. 355	<u>(\$7,561.30)</u>
Total payments and adjustments	<u>(\$7,561.30)</u>
Balance due	<u>\$16,077.18</u>

Retainer of \$5,000 received 2/24/03 to be applied to last month's billing statement.

EXHIBIT B
 PAGE 37

BARRY A. ROSS
ATTORNEY AT LAW

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BILLING STATEMENT
June 30, 2003

Richard Rand
Carson El Camino, LLC
250 N. Cannon Drive, 2nd floor
Beverly Hills, CA 90210

In Reference To: Rand v. City of Carson; United States District Court
Case No. CV03 - 1913 - AHM (PJWx)

Professional Services

<u>Date</u>	<u>Description</u>	<u>Hours</u>
06/02/03	Telephone call with Michael Sands; telephone call with Paul Pringle of the Los Angeles Times	0.50
06/03/03	Draft letter to client	1.00
06/04/03	Review City of Carson's motion to dismiss complaint; review letter from Art Pearlman; review letter from client; additional legal research re: City's motion to dismiss	1.70
06/05/03	Draft revisions to client's "draft" letter to Art Pearlman; telephone calls with client (twice)	1.00
06/06/03	Legal research re: Pryce motion to dismiss complaint; legal research re: City of Carson's motion to dismiss complaint; telephone call with Jennifer English of City News; prepare for hearing on Pryce's motion to dismiss complaint	6.50
06/09/03	Prepare for and attend hearing on Pryce's motion to dismiss complaint before Judge Hupp in U. S. District Court in Los Angeles; confer with client; legal research re: supplemental jurisdiction over state law claims; telephone call with Matt Krasnowski of Copley News Service	7.25
06/10/03	Legal research re: City's motion to dismiss complaint; telephone call with Michael Sands (no charge); telephone call with Lewin Lotta of Associated Press (no charge)	4.50

EXHIBIT B
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Richard Rand
 BILLING STATEMENT
 June 30, 2003
 Page 2

<u>Date</u>	<u>Description</u>	<u>Hours</u>
06/11/03	Review letter from client to Art Pearlman; telephone call with client; legal research re: dismissal of claim against City for RICO; draft stipulation and order re: dismissal of RICO claim against City; draft letter to Mitchell Abbott; telephone call with Mitchell Abbott; legal research re: early meeting of counsel; draft letter to opposing counsel	4.00
06/12/03	Draft opposition to City's motion to dismiss complaint, including memorandum of points and authorities, declaration and proposed order; draft letter to Mitchell Abbott	6.00
06/21/03	Review two letters from Michael Echevarria; revise and redraft opposition to City's motion to dismiss complaint	4.10
06/23/03	Telephone calls with Charlie Hill (three times); review answer of Robert D. Pryce; review answer of Pryce Parker Hill LLP; telephone call with Mitchell Abbott; draft letter to opposing counsel; telephone call with Andrew Thomas	2.25
06/24/03	Telephone call with Mitchell Abbott; telephone call with Michael Echeverria; revise opposition to City's motion to dismiss complaint	3.50
06/25/03	Revise opposition to City's motion to dismiss complaint; telephone call with Sonali Jandial of Richards, Watson & Gershon; telephone call with Andrew Thomas; legal research re: "early meeting of counsel"; prepare for and conduct "early meeting of counsel"	5.75

Amount
 48.05 \$14,415.00

Total hours

<u>Professional Services Summary</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Barry A. Ross	48.05	300.00	\$14,415.00

Costs

Description

Photocopies

25.80

EXHIBIT B
 PAGE 26

Richard Rand
BILLING STATEMENT
June 30, 2003
Page 3

<u>Description</u>	<u>Amount</u>
Attorney service	15.00
Total costs	<u>\$40.80</u>
Total amount of this bill	<u>\$14,455.80</u>
Previous balance	\$10,680.50
6/16/2003 Payment - Thank You. Check No. 339	<u>(\$10,575.00)</u>
Total payments and adjustments	<u>(\$10,575.00)</u>
Balance due	<u>\$14,561.30</u>

Retainer of \$5,000 received 2/24/03 to be applied to last month's billing statement.

EXHIBIT 12
PAGE 27

BARRY A. ROSS
ATTORNEY AT LAW

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92705-4051

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BILLING STATEMENT
May 31, 2003

Richard Rand
Carson El Camino, LLC
250 N. Cannon Drive, 2nd floor
Beverly Hills, CA 90210

In Reference To: Rand v. City of Carson

Professional Services

<u>Date</u>	<u>Description</u>	<u>Hours</u>
05/01/03	Telephone call with client; review Pryce's motion to dismiss Rand's complaint; draft letter to Charles Hill	1.50
05/02/03	Telephone call with client; review indictments and plea agreements; legal research re: standing	1.25
05/03/03	Legal research re: opposition to Pryce's motion to dismiss complaint; draft Rand's opposition to Pryce's motion to dismiss complaint	8.00
05/06/03	Conference call with client and Michael Sands, review letter from Michael Sands; telephone call with client; review correspondence from Michael Sands; draft declaration, request to clerk to enter default and default by clerk re: Sweeney; revise Rand's opposition to Pryce's motion to dismiss complaint	6.50
05/08/03	Telephone call with Michael Sands; draft letter to Harold Kopus	1.00
05/14/03	Review letter from Mitchell Abbott; review stipulation re: default re: Sweeney; review proposed answer re: Sweeney; transmit stipulation re: default re: Sweeney; review letter from Michael Echevarria, attorney for Sweeney	1.00

EXHIBIT 13
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Richard Rand
BILLING STATEMENT
 May 31, 2003
 Page 2

<u>Date</u>	<u>Description</u>	<u>Hours</u>		<u>Amount</u>
05/19/03	Review default by Court Clerk re: Sweeney; draft letter to Mitchell Abbott; review City of Carson's motion to dismiss Rand's complaint; telephone call with Mitchell Abbott	2.00		
05/20/03	Telephone call with Michael Sands; telephone call with Mitchell Abbott; review Pryce's certificate of interested parties; review Pryce's request for judicial notice; review letter and proposed stipulation from Mitchell Abbott	1.00		
05/22/03	Legal research re: City of Carson's motion to dismiss complaint	3.00		
05/23/03	Conference call with Mitchell Abbott; telephone call with Michael Sands; telephone call with client	1.00		
05/27/03	Review Pryce's reply to Rand's opposition to Pryce's motion to dismiss complaint; draft objections and motion to strike Exhibits "A" & "B" to the declaration of Charlie L. Hill; draft letter to client; review letter from Michael Sands; draft letter to Michael Sands	2.00		
05/28/03	Telephone calls with Mitchell Abbott (twice); draft letter to Mitchell Abbott; legal research re: Pryce's motion to dismiss	2.50		
05/29/03	Additional legal research re: Pryce's reply to Rand's opposition to Pryce's motion to dismiss complaint	3.50		
05/30/03	Review order of Judge Matz; telephone call with client; telephone call with Jennifer English of City News Service; telephone call with Lewin of Associated Press; telephone call with Michael Sands	1.00		
	Total hours	35.25		\$10,575.00

Professional Services Summary
 Barry A. Ross

<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
35.25	100.00	\$10,575.00

EXHIBIT B
 PAGE 29

Richard Rand
BILLING STATEMENT
May 31, 2003
Page 3

<u>Costs</u>	<u>Amount</u>
<u>Description</u>	
Attorney service	41.00
Photocopies	64.50
Total costs	\$105.50
Total amount of this bill	\$10,680.50
Previous balance	\$1,306.24
5/30/2003 Payment - Thank You. Check No. 325	(\$1,306.24)
Total payments and adjustments	(\$1,306.24)
Balance due	\$10,680.50

Retainer of \$5,000 received 2/24/03 to be applied to last month's billing statement.

EXHIBIT 72
PAGE 30

BARRY A. ROSS
ATTORNEY AT LAW

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BILLING STATEMENT
April 30, 2003

Richard Rand
Carson El Camino, LLC
250 N. Cannon Drive, 2nd floor
Beverly Hills, CA 90210

In Reference To: Rand v. City of Carson

Professional Services

<u>Date</u>	<u>Description</u>	<u>Hours</u>	
04/11/03	Telephone call with client	0.25	
04/24/03	Review letter from Charlie Hill of Pryce Parker Hill	0.25	
04/25/03	Review revised letter from Charlie Hill of Pryce Parker Hill	0.25	
04/28/03	Review letter from Charlie Hill; telephone call with Charlie Hill	0.50	
04/29/03	Legal research re: correspondence from Charlie Hill of Pryce Parker Hill	1.50	
	Total hours	2.75	<u>Amount</u> \$825.00

Professional Services Summary
Barry A. Ross

<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
2.75	300.00	\$825.00

Costs

Description

Attorney service	480.14
Photocopies	1.05



Richard Rand
BILLING STATEMENT
April 30, 2003
Page 2

	<u>Amount</u>
Total costs	\$481.19
Total amount of this bill	<u>\$1,306.19</u>
Previous balance	\$9,445.05
4/9/2003 Payment - Thank You. Check No. 311	<u>(\$9,445.00)</u>
Total payments and adjustments	<u>(\$9,445.00)</u>
Balance due	<u>\$1,306.24</u>

Retainer of \$5,000 received 2/24/03 to be applied to last month's billing statement.

EXHIBIT B
PAGE 32

BARRY A. ROSS
ATTORNEY AT LAW

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BILLING STATEMENT
March 31, 2003

Richard Rand
Carson El Camino, LLC
250 N. Cannon Drive, 2nd floor
Beverly Hills, CA 90210

In Reference To: Rand v. City of Carson

Professional Services

<u>Date</u>	<u>Description</u>	<u>Hours</u>
03/03/03	Legal research re: complaint	1.00
03/04/03	Additional legal research re: complaint	2.00
03/05/03	Telephone call with Assistant U. S. Attorney John Houston	0.25
03/07/03	Telephone call with Paul Pringle of Los Angeles Times	0.25
03/08/03	Telephone call with client; additional legal research re: complaint	2.25
03/11/03	Review documents re: preparation of complaint; telephone call with Paul Pringle of the Los Angeles Times; begin drafting complaint	6.00
03/12/03	Additional legal research re: complaint including Korea Supply Company v. Lockheed Martin Corporation (3-3-02); continue drafting complaint; draft civil cover sheet; draft notice of interested parties	9.00
03/13/03	Revise complaint for damages	2.00
03/18/03	Telephone call with reporter for Copley News Service	0.25
03/19/03	Telephone call with Robert Leslie	0.25

EXHIBIT 10
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Richard Rand
BILLING STATEMENT
 March 31, 2003
 Page 2

<u>Date</u>	<u>Description</u>	<u>Hours</u>	
03/20/03	Confer with Carson City Attorney Peter Thorsen	0.25	
03/24/03	Review copy of 3-19-03 order; draft proof of service of 3-19-03 order; review order re: RICO case statement; draft RICO case statement; review Judge Matz's "local" rules	4.00	
03/25/03	Revise Rand's RICO case statement; review Daily Breeze article; legal research re: early meeting of counsel rule	1.75	
03/27/03	Review proofs of service; telephone call with Robert Leslie; telephone call with Mitchell Abbott, attorney for City of Carson	0.75	
03/31/03	Review letter from Mitchell Abbott; review proposed stipulation extending time to answer or respond to complaint; draft letter to Mitchell Abbott	1.25	
Total hours		31.25	\$9,375.00

Professional Services Summary
 Barry A. Ross

Hours 31.25 Rate \$300.00 Amount \$9,375.00

Costs

Description

Photocopies

70.05

Total costs

\$70.05

Total amount of this bill

\$9,445.05

Previous balance

\$1,950.00

3/7/2003 Payment - Thank You. Check No. 272

(\$1,950.00)

Total payments and adjustments

(\$1,950.00)

EXHIBIT B
 PAGE 34

Richard Rand
BILLING STATEMENT
March 31, 2003
Page 3

Balance due

Amount

\$9,445.05

Retainer of \$5,000 received 2/24/03 to be applied to last month's billing statement.

EXHIBIT B
PAGE 35

BARRY A. ROSS
ATTORNEY AT LAW

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BILLING STATEMENT
February 28, 2003

Richard Rand
Carson El Camino, LLC
250 N. Cannon Drive, 2nd floor
Beverly Hills, CA 90210

In Reference To: Rand v. City of Carson

Professional Services

<u>Date</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
02/21/03	Telephone call with client	0.25	
02/24/03	Begin review of files	2.00	
02/25/03	Telephone call with client	0.25	
02/27/03	Telephone call with Robert Kendall	0.50	
02/28/03	Draft letter to Robert Kendall; draft letter to client; complete review of files; begin drafting complaint	3.50	
	Total hours	6.50	\$1,950.00

Professional Services Summary
Barry A. Ross

<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
6.50	300.00	\$1,950.00

Balance due

\$1,950.00

EXHIBIT B
PAGE 36

Richard Rand
BILLING STATEMENT
February 28, 2003
Page 2

Retainer of \$5,000 received 2/24/03 to be applied to last month's billing statement.

EXHIBIT B
PAGE 37

SUMMARY OF BARRY ROSS' BILLS

MONTH/YR.	HOURS	BILLING RATE	FEES
02/2003	6.50	\$300	1,950.00
03/2003	31.25	\$300	\$9,375.00
04/2003	2.75	\$300	\$825.00
05/2003	35.25	\$300	\$10,575.00
06/2003	48.05	\$300	\$14,415.00
07/2003	29.45	\$300	\$8,835.00
08/2003	37.75	\$300	\$11,325.00
09/2003	40.00	\$300	\$12,000.00
10/2003	10.95	\$300	\$3,285.00
11/2003	22.75	\$300	\$6,825.00
TOTAL	264.70	\$300	\$79,410.00

EXHIBIT C
PAGE 38

GREENBERG GLUSKER FIELDS CLAMAN
& MACHTINGER LLP
1900 Avenue of the Stars, 21st Floor
Los Angeles, California 90067-4590

PROOF OF SERVICE
CCP §1011, CCP §1013a(3)

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

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 1900 Avenue of the Stars, Suite 2100, Los Angeles, California 90067-4590.

On December 27, 2006, I served the foregoing document described as **DECLARATION OF BARRY A. ROSS IN SUPPORT OF MOTION FOR ATTORNEYS' FEES** on the interested parties in this action

by placing the original a true copy thereof enclosed in sealed envelopes addressed as follows:

Robert D. Pryce, Esq.
Pryce Parker Hill, LLP
P.O. Box 571297
Tarzana, CA 91357-1294
(Attorneys for Defendants Robert D.
Pryce and Pryce Parker Hill)

Sunny Soltani, Esq.
William W. Wynder, Esq.
Aleshire & Wynder, LLP
18881 Von Karman Avenue
Suite 400
Irvine, CA 92612
(Attorneys for Defendant Carson
Development Agency)

J. Michael Echevarria, Esq.
Andrew J. Thomas, Esq.
Thomas & Thomas, LLP
550 South Hope Street
Suite 1000
Los Angeles, CA 90071
(Attorneys for Defendant Daryl Sweeney)

BY MAIL:

As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

Executed on December 27, 2006, at Los Angeles, California.

BY PERSONAL SERVICE:

I delivered such envelope by hand to the offices of the addressee.

Executed on December 27, 2006, at Los Angeles, California.

(Fed) 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.

NANCY L. LUIS


Signature

12:43 PM
 01/10/13
 Accrual Basis

Carson El Camino, LLC
Find Report
 All Transactions

Type	Date	Num	Name	Memo	Account	Class	Clr	Split	Debit	Credit	Balance
Check	6/18/2003	347	Sands Media		Bank of America		X	Legal		250.00	-250.00
Check	6/18/2003	347	Sands Media		Legal		X	Bank of Amer...	250.00		0.00
Check	5/22/2003	316	Sands Media		Bank of America			Legal	1,850.00	1,850.00	-1,850.00
Check	5/22/2003	316	Sands Media		Legal			Bank of Amer...	1,850.00		0.00
Total									2,100.00	2,100.00	0.00

11:40 AM

02/28/13

Accrual Basis

Carson El Camino, LLC

Find Report

January 2003 through February 2012

Type	Date	Num	Name	Memo	Account	Class	Clr	Split	Debit	Credit	Balance
Check	2/1/2003	261	Yvonne Miller		Bank of America		X	Accounting		3,661.00	-3,661.00
Check	2/1/2003	261	Yvonne Miller		Accounting			Bank of Amer...	3,661.00		0.00
Jan '03 - Feb 12									65,236.00	65,236.00	0.00

Carson El Camino, LLC

Find Report

January 2003 through February 2012

11:40 AM

02/28/13

Accrual Basis

Type	Date	Num	Name	Memo	Account	Class	Ctr	Split	Debit	Credit	Balance
Check	9/15/2011	2646	Yvonne Miller		Bank of America		X	Accounting		4,525.00	-4,525.00
Check	9/15/2011	2646	Yvonne Miller		Accounting			Bank of Amer...	4,525.00		0.00
Check	8/1/2011	2613	Yvonne Miller		Bank of America		X	Accounting	2,000.00		-2,000.00
Check	8/1/2011	2613	Yvonne Miller		Accounting			Bank of Amer...	2,000.00		0.00
Check	3/5/2011	2525	Yvonne Miller		Bank of America		X	Accounting	2,250.00		-2,250.00
Check	3/5/2011	2525	Yvonne Miller		Accounting			Bank of Amer...	2,250.00		0.00
Check	1/3/2011	2474	Yvonne Miller		Bank of America		X	Accounting	3,275.00		-3,275.00
Check	1/3/2011	2474	Yvonne Miller		Accounting			Bank of Amer...	3,275.00		0.00
Check	8/3/2010	2352	Yvonne Miller		Bank of America		X	Accounting	2,000.00		-2,000.00
Check	8/3/2010	2352	Yvonne Miller		Accounting			Bank of Amer...	2,000.00		0.00
Check	6/14/2010	2322	Yvonne Miller		Bank of America		X	Accounting	1,525.00		-1,525.00
Check	6/14/2010	2322	Yvonne Miller		Accounting			Bank of Amer...	1,525.00		0.00
Check	5/12/2010	2303	Yvonne Miller		Bank of America		X	Accounting	2,275.00		-2,275.00
Check	5/12/2010	2303	Yvonne Miller		Accounting			Bank of Amer...	2,275.00		0.00
Check	11/4/2009	2135	Yvonne Miller		Bank of America		X	Accounting	275.00		-275.00
Check	11/4/2009	2135	Yvonne Miller		Accounting			Bank of Amer...	275.00		0.00
Check	10/1/2009	2108	Yvonne Miller		Bank of America		X	Accounting	2,000.00		-2,000.00
Check	10/1/2009	2108	Yvonne Miller		Accounting			Bank of Amer...	2,000.00		0.00
Check	8/23/2009	2076	Yvonne Miller		Bank of America		X	Accounting	2,500.00		-2,500.00
Check	8/23/2009	2076	Yvonne Miller		Accounting			Bank of Amer...	2,500.00		0.00
Check	8/5/2009	debit	Yvonne Miller		Bank of America		X	Accounting	2,000.00		-2,000.00
Check	8/5/2009	debit	Yvonne Miller		Accounting			Bank of Amer...	2,000.00		0.00
Check	7/26/2009	2057	Yvonne Miller		Bank of America		X	Accounting	2,000.00		-2,000.00
Check	7/26/2009	2057	Yvonne Miller		Accounting			Bank of Amer...	2,000.00		0.00
Check	11/29/2007	1619	Yvonne Miller		Bank of America		X	Accounting	6,775.00		-6,775.00
Check	11/29/2007	1619	Yvonne Miller		Accounting			Bank of Amer...	6,775.00		0.00
Check	10/15/2006	1251	Yvonne Miller		Bank of America		X	Accounting	2,250.00		-2,250.00
Check	10/15/2006	1251	Yvonne Miller		Accounting			Bank of Amer...	2,250.00		0.00
Check	10/15/2006	1249	Yvonne Miller		Bank of America		X	Accounting	4,525.00		-4,525.00
Check	10/15/2006	1249	Yvonne Miller		Accounting			Bank of Amer...	4,525.00		0.00
Check	3/1/2006	1106	Yvonne Miller		Bank of America		X	Accounting	7,025.00		-7,025.00
Check	3/1/2006	1106	Yvonne Miller		Accounting			Bank of Amer...	7,025.00		0.00
Check	10/20/2005	1019	Yvonne Miller		Bank of America		X	Accounting	150.00		-150.00
Check	10/20/2005	1019	Yvonne Miller		Accounting			Bank of Amer...	150.00		0.00
Check	12/22/2004	680	Yvonne Miller		Bank of America		X	Accounting	1,000.00		-1,000.00
Check	12/22/2004	680	Yvonne Miller		Accounting			Bank of Amer...	1,000.00		0.00
Check	11/16/2004	650	Yvonne Miller		Bank of America		X	Accounting	1,225.00		-1,225.00
Check	11/16/2004	650	Yvonne Miller		Accounting			Bank of Amer...	1,225.00		0.00
Check	11/14/2003	394	Yvonne Miller		Bank of America		X	Accounting	4,000.00		-4,000.00
Check	11/14/2003	394	Yvonne Miller		Accounting			Bank of Amer...	4,000.00		0.00
Check	10/14/2003	393	Yvonne Miller		Bank of America		X	Accounting	4,000.00		-4,000.00
Check	10/14/2003	393	Yvonne Miller		Accounting			Bank of Amer...	4,000.00		0.00
Check	8/29/2003	392	Yvonne Miller		Bank of America		X	Accounting	4,000.00		-4,000.00
Check	8/29/2003	392	Yvonne Miller		Accounting			Bank of Amer...	4,000.00		0.00



Metropolitan
Escrow

1411 W. 190th St. Suite 125 Gardena, CA 90248
T 310.327.0296 F 310.327.1527

Estimated Close Date: January 3, 2003
Report Print Date: December 29, 2002
Page 1

Escrow No. 16599
Reference: AFN # 7336-3-27 & 7336-3-28
Carson, CA 90745

Seller
ESTIMATED CLOSING STATEMENT

SELLER:
Carson El Camino LLC

- - DEBITS - - - - CREDITS - -

\$ 5,500,000.00

Consideration:
Total Consideration

28,236.49

Adjustments:
Security Deposits

245,000.00

Disbursements Paid:

- Commission 165,000.00
- pd to: Daum Commercial Real Estate
- Commission of \$ 80,000.00
- pd to: John C. Killen, Inc.
- Messenger/notary/fax
- pd to: Messenger/Notary/Fed Ex/Fax
- balance of funds ALTA survey
- pd to: Landco
- services rendered
- pd to: Paul Hastings
- services rendered
- pd to: Kosmont Partners
- services rendered
- pd to: A.E.I. Consultants
- services rendered
- pd to: Robert A. Kendall, Esq.
- services rendered
- pd to: Bundy Finkle Architects
- services rendered
- pd to: FAINSBERT, MASE & SNYDER
- services rendered
- pd to: D.M.J.M.H. Consultants
- services rendered
- pd to: Jim Caratensen
- legal fees
- pd to: Holland & Knight LLP

300.00
3,500.00
37,000.00
5,500.00
6,500.00
10,000.00
21,000.00
22,000.00
3,750.00
30,000.00
15,000.00

Title Charges:

- Owner's Policy-special rate
- Sub-Escrow Fee
- Title / Wire Fee

2,256.00
75.00
25.00
3,500.00

Escrow Fees:

- Escrow Fees
- Prepare Grant Deed

100.00
150.00

1,000.00



Metropolitan
Escrow

1411 W. 190th St., Suite 125 Gardena CA 90248
T 310.327.0296 F 310.327.1527

Estimated Close Date: January 3, 2003
Report Print Date: December 29, 2002
Page 1

Escrow No. 16599
Reference: APN # 7336-3-27 & 7336-3-28
Carson, CA 90745

Seller
ESTIMATED CLOSING STATEMENT

SELLER:
Carson El Camino LLC

- - DEBITS - - CREDITS - -

5,500,000.00

Consideration:
Total Consideration

28,236.49

Adjustments:
Security Deposits

245,000.00

Disbursements Paid:

Commission 165,000.00
Commission of \$ pd to: Daum Commercial Real Estate 300.00
Commission of \$ 80,000.00 pd to: John C. Killen, Inc. 3,500.00
Messenger/notary/fax pd to: Messenger/Notary/Fed Ex/Fax 37,000.00
balance of funds ALTA survey pd to: Landco 5,500.00
services rendered pd to: Paul Hastings 6,500.00
services rendered pd to: Kosmont Partners 10,000.00
services rendered pd to: A.E.I. Consultants 21,000.00
services rendered pd to: Robert A. Kendall, Esq. 22,000.00
services rendered pd to: Bundy Finkle Architects 3,750.00
services rendered pd to: FAINSBERT, MASE & SNYDER 30,000.00
services rendered pd to: D.M.J.M.H. Consultants 15,000.00
legal fees pd to: Jim Carstensen 2,256.00
pd to: Holland & Knight LLP 75.00

Title Charges:

Owner's Policy-special rate 25.00
Sub-Escrow Fee 3,500.00
Title / Wire Fee 100.00

Escrow Fees:

Escrow Fees 150.00
Prepare Grant Deed 107.51



Metropolitan
Escrow

1417 W. 190th St. Suite 125 Gardena, CA 90248
T 310.327.0296 F 310.327.1527

Estimated Close Date: January 3, 2003
Report Print Date: December 29, 2002
Page 1

Escrow No. 16599
Reference: APN # 7336-3-27 & 7336-3-28
Carson, CA 90745

Seller
ESTIMATED CLOSING STATEMENT

SELLER:
Carson El Camino LLC

-- DEBITS -- -- CREDITS --
5,500,000.00

Consideration:
Total Consideration

28,236.49

Adjustments:
Security Deposits

245,000.00

Disbursements Paid:

Commission
Commission of \$ 165,000.00
pd to: Daum Commercial Real Estate
Commission of \$ 80,000.00
pd to: John C. Killen, Inc.
Messenger/notary/fax
pd to: Messenger/Notary/Fed Ex/Fax
balance of funds ALTA survey
pd to: Landcc
services rendered
pd to: Paul Hastings
services rendered
pd to: Kosmont Partners
services rendered
pd to: A.E.I. Consultants
services rendered
pd to: Robert A. Kendall, Esq.
services rendered
pd to: Bundy Finkle Architects
services rendered
pd to: FRINSBERT, MASE & SNYDER
services rendered
pd to: D.M.J.M.H. Consultants
services rendered
pd to: Jim Carstensen
legal fees
pd to: Holland & Knight LLP

300.00
3,500.00
37,000.00
5,500.00
6,500.00
10,000.00
21,000.00
22,000.00
3,750.00
30,000.00
15,000.00

Title Charges:

Owner's Policy-special rate
Sub-Escrow Fee
Title / Wire Fee

2,256.00
75.00
25.00

Escrow Fees:

Escrow Fees
Prepare Grant Deed

3,500.00
100.00
150.00

107.51



Metropolitan
Escrow

1411 W. 190th St., Suite 125 Gardena, CA 90248
T 310.327.0296 F 310.327.1527

Estimated Close Date: January 3, 2003
Report Print Date: December 29, 2002
Page 1

Escrow No. 16599
Reference: AFM # 7336-3-27 & 7336-3-28
Carson, CA 90745

Seller
ESTIMATED CLOSING STATEMENT

SELLER:
Carson El Camino LLC

- - DEBITS - - - - CREDITS - -

Consideration:
Total Consideration

28,236.49

Adjustments:
Security Deposits

245,000.00

Disbursements Paid:

Commission
Commission of \$ 165,000.00
pd to: Daum Commercial Real Estate
Commission of \$ 80,000.00
pd to: John C. Killen, Inc.
Messenger/notary/fax
pd to: Messenger/Notary/Fed Ex/Fax
balance of funds ALTA survey
pd to: Landco
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pd to: Paul Hastings
services rendered
pd to: Kosmont Partners
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pd to: A.E.I. Consultants
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services rendered
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services rendered
pd to: FAINSBERT, MASE & SNYDER
services rendered
pd to: D.M.J.M.H. Consultants
services rendered
pd to: Jim Carstensen
legal fees
pd to: Holland & Knight LLP

300.00
3,500.00
37,000.00
5,500.00
8,500.00
10,000.00
21,000.00
22,000.00
3,750.00
30,000.00
15,000.00

Title Charges:

Owner's Policy-special rate
Sub-Escrow Fee
Title / Wire Fee

2,256.00
75.00
25.00

Escrow Fees:

Escrow Fees
Prepare Grant Deed

3,500.00
100.00
150.00

5,001,107.51



Metropolitan
Escrow

1411 W. 190th St., Suite 125 Gardena, CA 90248
T 310.327.0296 F 310.327.1527

Estimated Close Date: January 3, 2003
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Page 1

Escrow No. 16599
Reference: APN # 7336-3-27 & 7336-3-28
Carson, CA 90745

Seller
ESTIMATED CLOSING STATEMENT

SELLER:
Carson El Camino LLC

- - DEBITS - - - - CREDITS - -

Consideration:
Total Consideration

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Adjustments:
Security Deposits

245,000.00

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pd to: Daum Commercial Real Estate
Commission of \$ 80,000.00
pd to: John C. Killen, Inc.
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services rendered
pd to: Jim Carstensen
legal fees
pd to: Holland & Knight LLP

300.00
3,500.00
37,000.00
5,500.00
8,500.00
10,000.00
21,000.00
22,000.00
3,750.00
30,000.00
15,000.00

Title Charges:

Owner's Policy-special rate
Sub-Escrow Fee
Title / Wire Fee

2,256.00
75.00
25.00

Escrow Fees:

Escrow Fees
Prepare Grant Deed

3,500.00
100.00
150.00

5,500,000.00

107.51

2:14 PM
02/08/13
Accrual Basis

Carson El Camino, LLC
Find Report
All Transactions

Type	Date	Num	Name	Memo	Account	Class	Clr	Split	Debit	Credit	Balance
Check	6/22/2005	735	AEI Consultants		Bank of America		X	Architect		100.00	-100.00
Check	6/22/2005	735	AEI Consultants		Architect			Bank of Amer...	100.00		0.00
Check	3/18/2004	445	AEI Consultants		Bank of America		X	Architect	1,896.00		-1,896.00
Check	3/18/2004	445	AEI Consultants	Environmental	Architect			Bank of Amer...	1,896.00		0.00
Total									<u>1,996.00</u>	<u>1,996.00</u>	<u>0.00</u>

1:00 PM
02/22/13

BUNDY-FINKEL ARCHITECTS
Rand Resources LLC - Carson
All Transactions

Type	Date	Num	Memo	Amount
RAND RESOURCES LLC				
99-286 Carson				
Invoice	2/9/2001	28603	reimbursables	54.37
Payment	2/26/2001		paid inv. 28604	2,000.00
Invoice	2/28/2001	28604	contract - retainer	5,000.00
Payment	3/5/2001	3259	paid inv. 28604	3,000.00
Invoice	3/10/2001	28605	contract - design	6,850.00
Invoice	4/17/2001	28606	contract - design	2,770.00
Invoice	4/17/2001	28607	reimbursables	532.43
Invoice	4/24/2001	28608	reimbursables	444.06
Invoice	6/7/2001	28609	reimbursables	19.79
Payment	6/13/2001		paid invs. 28603,05,06,07,08,09+credit	7,500.00
Invoice	7/10/2001	28610	reimbursables	255.31
Invoice	7/16/2001	28613	contract - prepayment	5,000.00
Payment	7/16/2001	3451	paid inv. 28611	5,000.00
Invoice	8/15/2001	28611	reimbursables	154.02
Invoice	9/10/2001	28612	reimbursables	123.72
Invoice	10/7/2001	28614	paid via check on 9/20	7,000.00
Payment	10/7/2001		paid inv. 28613	7,000.00
Invoice	11/10/2001	28615	contract - Rand/Pearlman	5,420.00
Payment	12/11/2001	3598	paid invs. 28610,11,12,15 (\$7,500.00)	5,953.05
Invoice	1/2/2002	28617	contract - Rand/Pearlman	5,626.25
Invoice	1/9/2002	28619	contract	14,400.00
Invoice	4/4/2002	28622	reimbursable	856.80
Invoice	5/10/2002	28623	contract	825.00
Payment	6/20/2002	3793	partial pd. inv. 28617	500.00
Invoice	1/6/2003	FC 83	Finance Charge	741.30
Payment	1/6/2003	63073	paid 28617, 19, 22, 23	21,500.00



Date Invoice No.
08/15/2001 3452

To:

RAND RESOURCES LLC
270 N. CANYON DR., PENTHOUSE
BEVERLY HILLS, CA 90210
ATTN: RICHARD RAND

Job Name Date Due Job Number
Carson 08/30/2001 99-286

Description	Amount
Blueprinting Invoice# 052	10.00
Rand - Carson	15.12
Blueprinting Invoice# 057	16.50
Delivery To Richard Rand	27.95
Invoice# 059	11.50
Delivery to City of Carson	52.86
Subtotal Reimbursable Expenses	133.93
Handling Charge	20.09

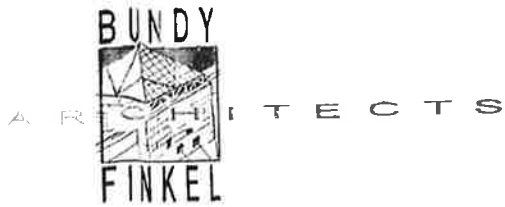
*Pd. ck # 3495
8/20/01*

Total **\$154.02**

Payments/Credits **\$0.00**

Due This Invoice **\$154.02**

BUNDY-FINKEL ARCHITECTS
20331 IRVINE AVE., STE. 7
SANTA ANA HEIGHTS, CA 92707



Date 12/20/2001 Invoice No. 35103

To:

RAND RESOURCES LLC
 270 N. CANYON DR., PENTHOUSE
 BEVERLY HILLS, CA 90210
 ATTN: RICHARD RAND

Job Name	Date Due	Job Number
Mission Eben Ezer	1/4/2002	01-351

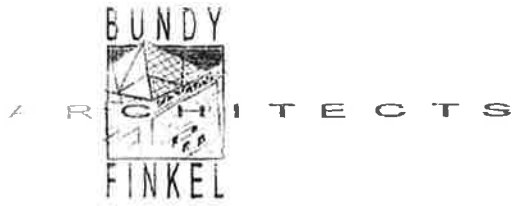
Description	Amount
Mission Eben-Ezer contract billing due for work performed from September 1 through present (Phases 1 through 8 as defined in proposal previously sent and reviewed by client.)	19,490.00
Advance payment	-7,000.00
- Total Proposal Amount: \$20,370.00 - Work completed to date: \$19,490.00 - Advance payment received: \$7,000.00 As discussed - \$2,500.00 of advance payment was credited towards downpayment on model; the balance was applied towards the Rand/Pearlman Venture work.	
Note: This billing is for work not covered by any advance payment or other billing. The total shown below is the amount due and payable for Mission Eben-Ezer as of this date. A separate billing will be prepared for the current Rand/Pearlman work performed to date.	

Total \$12,490.00

Payments/Credits \$0.00

Due This Invoice \$12,490.00

BUNDY-FINKEL ARCHITECTS
 20331 IRVINE AVE., STE. 7
 SANTA ANA HEIGHTS, CA 92707



Date Invoice No.
01/03/2002 28618

To:

RAND RESOURCES LLC
270 N. CANYON DR., PENTHOUSE
BEVERLY HILLS, CA 90210
ATTN: RICHARD RAND

Job Name	Date Due	Job Number
Carson	01/18/2002	99-286

Description	Amount
	1,634.12
Handling Charge	245.12

Total **\$1,879.24**

Payments/Credits **\$0.00**

Due This Invoice **\$1,879.24**

BUNDY-FINKEL ARCHITECTS
20331 IRVINE AVE., STE. 7
SANTA ANA HEIGHTS, CA 92707



Date Invoice No.
01/29/2002 28620

To:

RAND RESOURCES LLC
270 N. CANYON DR., PENTHOUSE
BEVERLY HILLS, CA 90210
ATTN: RICHARD RAND

Job Name	Date Due	Job Number
Carson	02/13/2002	99-286

Description	Amount
Invoice # 970238	140.77
Invoice # 591493	388.43
Delivery from bfa to Dci - 9/19/01	28.30
Delivered to Point Center Finan - 1/10/02	7.09
Total Reimbursable Expenses	564.59
Handling Charge	84.69

Total **\$649.28**

Payments/Credits **\$0.00**

Due This Invoice **\$649.28**

BUNDY-FINKEL ARCHITECTS
20331 IRVINE AVE., STE. 7
SANTA ANA HEIGHTS, CA 92707

Rand, Richard
Summary By Matter
Our File Number 32211

<u>Our File Number</u>	<u>Matter Description</u>	<u>Amount Billed</u>	<u>Trust Applied</u>	<u>Payment Received</u>	<u>Balance Owing</u>	<u>Unbilled Fees/Costs</u>	<u>Total Investment</u>
32211-00002	Summary By Matter	\$53,941.51	\$10,353.31	\$43,588.20	\$0.00	\$968.50	\$968.50
		<u>\$53,941.51</u>	<u>\$10,353.31</u>	<u>\$43,588.20</u>	<u>\$0.00</u>	<u>\$968.50</u>	<u>\$968.50</u>

Rand, Richard
Carson Property
Our File No. 32211-00002

<u>Statement Number</u>	<u>Statement Date</u>	<u>Statement Amount</u>	<u>Trust Applied</u>	<u>Payment Received</u>	<u>Check Number</u>	<u>Payment Date</u>	<u>Balance Owing</u>
1071929	16-May-00	\$3,997.90	\$0.00	\$3,997.90	3177	20-Jul-00	\$0.00
1076227	24-Jun-00	\$4,520.55	\$3,518.45	\$1,002.10	3177	20-Jul-00	\$0.00
1082349	25-Jul-00	\$509.07	\$509.07	\$0.00			\$0.00
1085832	15-Aug-00	\$1,437.65	\$972.48	\$465.17	3225	17-Oct-00	\$0.00
1095456	29-Sep-00	\$5,010.80	\$0.00	\$5,010.80	3225	17-Oct-00	\$0.00
1099117	20-Oct-00	\$4,829.63	\$4,829.63	\$0.00			\$0.00
1104818	16-Nov-00	\$6,180.59	\$170.37	\$6,010.22	3307	09-Jan-01	\$0.00
1111944	18-Dec-00	\$11,155.44	\$0.00	\$11,155.44	3307	09-Jan-01	\$0.00
1120099	22-Jan-01	\$4,306.40	\$0.00	\$4,306.40	Wire	19-Mar-01	\$0.00
1121812	21-Feb-01	\$1,816.48	\$0.00	\$1,816.48	Wire	19-Mar-01	\$0.00
1127989	12-Mar-01	\$3,523.81	\$0.00	\$3,523.81	Wire	19-Mar-01	\$0.00
1137065	23-Apr-01	\$2,105.80	\$353.31	\$1,752.49	3531	11-Oct-01	\$0.00
1143707	25-May-01	\$1,558.23	\$0.00	\$1,558.23	3531	11-Oct-01	\$0.00
1146590	14-Jun-01	\$2,186.96	\$0.00	\$2,186.96	3531	11-Oct-01	\$0.00
1156136	27-Jul-01	\$2.20	\$0.00	\$2.20	3531	11-Oct-01	\$0.00
1168416	28-Sep-01	\$800.00	\$0.00	\$800.00	3531	11-Oct-01	\$0.00
		<u>\$53,941.51</u>	<u>\$10,353.31</u>	<u>\$43,588.20</u>			<u>\$0.00</u>

Law Offices Of
PAUL, HASTINGS, JANOFSKY & WALKER LLP
 A Limited Liability Partnership Including Professional Corporations
 24th Floor
 55 Second Street
 San Francisco, California 94105-3441
 Telephone (415) 856-7000

Mr. Richard Rand
 Penthouse
 270 North Canon Drive
 Beverly Hills, CA 90210

December 16, 2002

PHJ&W Tax ID No.: 95-2209675

* * * R E M I T T A N C E C O P Y * * *

RE: Carson Property
 32211-00002
 PHW

AMOUNT DUE FROM PRIOR STATEMENTS

STATEMENT DATE	STATEMENT NUMBER	AMOUNT	PAYMENTS/ CREDITS	BALANCE
10/15/01	1171026	968.50	.00	968.50
12/17/01	1183809	4,355.11	.00	4,355.11
01/10/02	1189113	1,296.13	.00	1,296.13
02/27/02	1195041	932.40	.00	932.40
03/26/02	1202846	8,299.09	.00	8,299.09
04/18/02	1207898	2,011.06	.00	2,011.06
06/22/02	1220140	646.69	.00	646.69
07/20/02	1226318	693.75	.00	693.75
08/15/02	1231083	3,005.38	.00	3,005.38
09/10/02	1235498	4,711.85	.00	4,711.85
10/10/02	1241924	3,543.50	.00	3,543.50
11/12/02	1247871	7,180.86	.00	7,180.86

BALANCE DUE

\$37,644.32

=====

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Mr. Richard Rand
Penthouse
270 North Canon Drive
Beverly Hills, CA 90210

March 12, 2003

PHJ&W Tax ID No.: 95-2209675

* * * R E M I T T A N C E C O P Y * * *

RE: Carson Property
32211-00002
PHW

AMOUNT DUE FROM PRIOR STATEMENTS

STATEMENT DATE	STATEMENT NUMBER	AMOUNT	PAYMENTS/ CREDITS	BALANCE
12/18/02	1257136	4,220.29	(3,637.94)	582.35
01/16/03	1263410	3,218.75	.00	3,218.75
02/25/03	1266757	578.16	.00	578.16
BALANCE DUE				\$4,379.26 =====

Carson El Camino, LLC
Find Report

November 1, 2003 through February 3, 2011

1:51 PM

01/10/13

Accrual Basis

Type	Date	Num	Name	Memo	Account	Class	Clr	Split	Debit	Credit	Balance
Nov 1, '03 - Feb 3, 11											
Check	2/3/2011	2505	Paul Hastings		Bank of America		X	Legal Fees		10,000.00	-10,000.00
Check	2/3/2011	2505	Paul Hastings		Legal Fees			Bank of Amer...	10,000.00		0.00
Check	11/1/2003	159	Paul Hastings		Bank of America		X	Legal Fees		4,968.47	-4,968.47
Check	11/1/2003	159	Paul Hastings		Legal Fees			Bank of Amer...	4,968.47		0.00
Nov 1, '03 - Feb 3, 11									<u>14,968.47</u>	<u>14,968.47</u>	<u>0.00</u>



Metropolitan Escrow

1421 W. 190th St., Suite 125 Gardena, CA 90248
T 310.327.0296 F 310.327.1527

Estimated Close Date: January 3, 2003
Report Print Date: December 29, 2002
Page 1

Escrow No. 16599
Reference: APN # 7336-3-27 & 7336-3-28
Carson, CA 90745

Seller ESTIMATED CLOSING STATEMENT

SELLER:
Carson El Camino LLC

- - DEBITS - - - - CREDITS - -
5,500,000.00

Consideration:
Total Consideration

28,236.49

Adjustments:
Security Deposits

245,000.00

Disbursements Paid:

- Commission 165,000.00
- pd to: Daum Commercial Real Estate
- Commission of \$ 80,000.00
- pd to: John C. Killen, Inc.
- Messenger/notary/fax
- pd to: Messenger/Notary/Fed Ex/Fax
- balance of funds ALTA survey
- pd to: Landco
- services rendered
- pd to: Paul Hastings
- services rendered
- pd to: Kosmont Partners
- services rendered
- pd to: A.E.I. Consultants
- services rendered
- pd to: Robert A. Kendall, Esq.
- services rendered
- pd to: Bundy Finkle Architects
- services rendered
- pd to: FAINSBERT, MASE & SNYDER
- services rendered
- pd to: D.M.J.N.H. Consultants
- services rendered
- pd to: Jim Carstensen
- legal fees
- pd to: Holland & Knight LLP

300.00
3,500.00
37,000.00
5,500.00
8,500.00
10,000.00
21,000.00
22,000.00
3,750.00
30,000.00
15,000.00

Title Charges:

- Owner's Policy-special rate
- Sub-Escrow Fee
- Title / Wire Fee

2,256.00
75.00
25.00

Escrow Fees:

- Escrow Fees
- Prepare Grant Deed

3,500.00
100.00
150.00

107.51



Metropolitan
Escrow

1411 W. 190th St., Suite 125 Gardena, CA 90248
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Estimated Close Date: January 3, 2003
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Page 1

Escrow No. 16599
Reference: APN # 7336-3-27 & 7336-3-28
Carson, CA 90745

Seller
ESTIMATED CLOSING STATEMENT

SELLER:
Carson El Camino LLC

- - DEBITS - - - - CREDITS - -

Consideration:
Total Consideration

28,236.49

Adjustments:
Security Deposits

245,000.00

Disbursements Paid:

Commission 165,000.00
pd to: Daum Commercial Real Estate
Commission of \$ 80,000.00
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Messenger/notary/fax
pd to: Messenger/Notary/Fed Ex/Fax
balance of funds ALTA survey
pd to: Landco
services rendered
pd to: Paul Hastings
services rendered
pd to: Kosmont Partners
services rendered
pd to: A.E.I. Consultants
services rendered
pd to: Robert A. Kendall, Esq.
services rendered
pd to: Bundy Finkle Architects
services rendered
pd to: PRINSBERT, MASE & SNYDER
services rendered
pd to: D.M.J.M.H. Consultants
services rendered
pd to: Jim Carstensen
Legal fees
pd to: Holland & Knight LLP

300.00
3,500.00
37,000.00
5,500.00
8,500.00
10,000.00
21,000.00
22,000.00
3,750.00
32,000.00
15,000.00

Title Charges:

Owner's Policy-special rate
Sub-Escrow Fee
Title / Wire Fee

2,256.00
75.00
25.00

Escrow Fees:

Escrow Fees
Prepare Grant Deed

3,500.00
100.00
150.00

5,500,000.00

107.51

Job-to-Date through 2/24/2013

Accounts Receivable Ledger

ARCAOIS INC.

Invoice	Mod/Receipt Detail	Invoice Date	Total	Other	Fees	Labor	Consult.	Reimb.	Units	Add-ons	Taxes	Interest Description 1	Description 2
Billing Client Name: RAND RESOURCES, LLC													
Profit Center: EN:RW:DF:PF EN:RW:DF:PF - REM WEST - PACIFIC - DORMANT FIELDS													
Project Number: CA000480.0001 RNDRESLLC/PRE-PLANNING ACTIVITIES / Project Manager: THOMAS													
Project Manager Name: THOMAS, KENNETH													
Biller Employee Number:													
0064046		7/18/2000	1,492.20			1,480.60		11.60				Invoice Posting	RICHARD RAND
0064046	Rcpt 0007008	7/19/2000	(1,492.20)			(1,480.60)		(11.60)				Deposit	
Total for 0064046													
0066546		8/17/2000	1,175.15			1,153.00		22.15				Invoice Posting	RICHARD RAND
0066546	Rcpt 0008009	8/17/2000	(1,175.15)			(1,153.00)		(22.15)				Deposit	
Total for 0066546													
0067974		9/8/2000	597.79			518.90		78.89				Invoice Posting	RICHARD BRAND
0067974	Rcpt 0009001	9/12/2000	(597.79)			(518.90)		(78.89)				Deposit	
Total for 0067974													
0071099		10/17/2000	1,330.74			1,238.90		91.84				Invoice Posting	RICHARD RAND
0071099	Rcpt 0010009	10/18/2000	(1,330.74)			(1,238.90)		(91.84)				Deposit	
Total for 0071099													
Total for [blank]													
Total for THOMAS, KENNETH													
Total for CA000480.0001													
Total for EN:RW:DF:PF													
Total for RAND RESOURCES, LLC													
Total													

Tab3 Client Ledger Report
FAINSBERT MASE & SNYDER, LLP

Primary Timekeeper: 1 Stephen B. Fainsbert

Date	Ref #	Stmt #	Fee Amount	Hours	Expense Amount	Advance Amount	Payment Amount	Apply to Stmt #	Bill Total	Balance Due
4224.01 Rand/Richard R.										
RE: Reciprocal Easement										
04/30/2000	1	1	4,730.00	17.20	26.75				4,756.75	4,756.75
05/17/2000	2	2					4,756.75R			0.00
05/31/2000	3	2	-81.09	8.40	81.09					0.00
05/31/2003	4	3			116.95				116.95	116.95
06/30/2003	5	4								116.95
07/31/2003	6	5								116.95
08/31/2003	7	6								116.95
09/30/2003	8	7								116.95
10/31/2003	9	8								116.95
11/30/2003	10	9								116.95
12/31/2003	11	10								116.95
01/31/2004	12	11								116.95
02/29/2004	13	12								116.95
03/31/2004	14	13								116.95
04/30/2004	16	14								116.95
05/12/2004	15	14					116.95R			0.00
Subtotal			4,648.91	25.60	224.79		4,873.70		4,873.70	0.00
Total for Primary Timekeeper 1			4,648.91	25.60	224.79		4,873.70		4,873.70	0.00

Tab3 Client Ledger Report
 FAINSBERT MASE & SNYDER, LLP

Primary Timekeeper: 1 Stephen B. Fainsbert

Date	Ref #	Stmt #	Fee Amount	Hours	Expense Amount	Advance Amount	Payment Amount	Apply to Stmt #	Bill Total	Balance Due
4224.02 Rand/Richard R.										
RE: Acquisition of 205-425 West Torrance Blvd.										
04/30/2000	1	1	4,207.50	15.30	98.50				4,306.00	4,306.00
05/17/2000	2	2					3,243.25R		-1,062.75	1,062.75
05/31/2000	3	2	-1,089.00		26.25				330.15	330.15
06/30/2000	4	3	330.00	1.20	0.15				3,068.05	3,398.20
07/31/2000	5	4	3,025.00	11.00	42.94				3,245.12	6,643.32
08/31/2000	7	5	3,245.00	11.80					3,025.00R	3,618.32
09/08/2000	6	5							4,855.53	8,273.85
09/30/2000	8	6	4,647.50	16.90	4.35				3,618.32R	4,655.53
10/13/2000	9	7							4,109.63	8,765.16
10/31/2000	10	7	4,097.50	14.90	10.60				628.42	9,393.58
11/30/2000	11	8	577.50	2.10	5.00					9,393.58
12/31/2000	12	8								0.00
01/10/2001	13	10							9,393.58R	662.10
01/31/2001	14	10	660.00	2.40	2.10					662.10
02/28/2001	15	11								662.10
03/31/2001	16	12								662.10
04/30/2001	17	13								662.10
05/31/2001	18	14								662.10
06/30/2001	19	15								662.10
07/31/2001	21	16	223.64	1.00	3.00				226.64	888.74
07/31/2001	20	16					610.74R			278.00
08/31/2001	22	17	550.00	2.00	2.00				552.00	830.00
09/30/2001	23	18	1,740.50	5.90	6.00				1,746.50	2,576.50
10/31/2001	25	19	3,923.50	13.30	37.05				3,960.55	6,537.05
10/31/2001	24	19					2,576.50R			3,960.55
11/30/2001	26	20	5,074.00	17.20	11.00				5,085.00	9,045.55
12/31/2001	27	21	354.00	1.20	5.00				359.00	9,404.55
01/31/2002	28	22	4,100.50	13.90	8.00				4,108.50	13,513.05
02/28/2002	29	23	1,003.00	3.40					1,003.00	14,516.05
03/31/2002	30	24								14,516.05
04/25/2002	31	25	4,366.00	14.80	6.50				4,372.50	18,888.55
05/31/2002	32	26	885.00	3.00	3.00				888.00	19,776.55
06/30/2002	33	27	590.00	2.00					590.00	20,366.55
07/31/2002	34	28								20,366.55
08/31/2002	35	29								20,366.55
09/30/2002	36	30								20,366.55
10/31/2002	37	31								20,366.55
11/30/2002	38	32								20,366.55
12/31/2002	39	33	7,080.00	24.00	144.14				7,224.14	27,590.69
01/08/2003	40	35					27,279.77R			310.92
01/31/2003	41	35	383.50	1.30	16.25				399.75	710.67
02/28/2003	42	36								710.67
03/31/2003	43	37								710.67
04/30/2003	44	38								710.67
05/31/2003	45	39								710.67
06/30/2003	46	40								710.67
07/31/2003	47	41								710.67
08/31/2003	48	42								710.67
09/30/2003	49	43								710.67
10/31/2003	50	44								710.67
11/30/2003	51	45								710.67
12/31/2003	52	46								710.67
01/31/2004	53	47								710.67
02/29/2004	54	48								710.67
03/31/2004	55	49								710.67
04/30/2004	57	50								710.67
05/12/2004	56	50					710.67R			0.00
Subtotal			49,974.64	178.60	431.83		50,457.83		50,457.83	0.00
Total for Primary Timekeeper 1			49,974.64	178.60	431.83		50,457.83		50,457.83	0.00

Tab3 Client Ledger Report
FAINSBERT MASE & SNYDER, LLP

Primary Timekeeper: 1 Stephen B. Fainsbert

Date	Ref #	Stmt #	Fee Amount	Hours	Expense Amount	Advance Amount	Payment Amount	Apply to Stmt #	Bill Total	Balance Due
4224.03 Rand/Richard R.										
RE: Lease Option of 10751 Wilshire Blvd. #1207										
07/31/2000	1	1	1,485.00	5.40	9.60				1,484.60	1,484.60
08/31/2000	2	2							0.49	1,495.09
09/30/2000	3	3							14.74	1,509.83
10/13/2000	4	4					1,495.09R			14.74
10/31/2000	5	4			52.10				52.10	66.84
11/30/2000	6	5							0.15	66.99
12/31/2000	7	6							0.68	67.67
01/31/2001	8	7							0.68	68.35
02/28/2001	9	8							0.62	68.97
03/31/2001	10	9							0.70	69.67
04/30/2001	11	10							0.68	70.35
05/31/2001	12	11							0.71	71.06
06/30/2001	13	12							0.69	71.75
07/31/2001	15	13	-20.14						-20.14	51.61
07/31/2001	14	13					51.61R			0.00
08/31/2001	16	14	467.50	1.70	13.29				480.79	480.79
09/30/2001	17	15	330.00	1.20	3.15				333.15	813.94
10/31/2001	18	16								813.94
11/30/2001	19	17								813.94
12/31/2001	20	18								813.94
01/31/2002	21	19								813.94
02/28/2002	22	20								813.94
03/31/2002	23	21								813.94
04/25/2002	24	22								813.94
05/31/2002	25	23								813.94
06/30/2002	26	24								813.94
07/31/2002	27	25								813.94
08/31/2002	28	26								813.94
09/30/2002	29	27								813.94
10/31/2002	30	28								813.94
11/30/2002	31	29								813.94
12/31/2002	32	30								813.94
01/31/2003	33	32								813.94
02/28/2003	34	33								813.94
03/31/2003	35	34								813.94
04/30/2003	36	35								813.94
05/31/2003	37	36								813.94
06/30/2003	38	37								813.94
07/31/2003	39	38								813.94
08/31/2003	40	39								813.94
09/30/2003	41	40								813.94
10/31/2003	42	41								813.94
11/30/2003	43	42								813.94
12/31/2003	44	43								813.94
01/31/2004	45	44								813.94
02/29/2004	46	45								813.94
03/31/2004	47	46								813.94
04/30/2004	49	47	-4.91						-4.91	809.03
05/12/2004	48	47					809.03R			0.00
Subtotal			2,257.45	8.30	78.14		2,355.73		2,355.73	0.00
Total for Primary Timekeeper 1			2,257.45	8.30	78.14		2,355.73		2,355.73	0.00

Tab3 Client Ledger Report
 FAINSBERT MASE & SNYDER, LLP

Primary Timekeeper: 1 Stephen B Fainsbert

Date	Ref #	Stmt #	Fee Amount	Hours	Expense Amount	Advance Amount	Payment Amount	Apply to Stmt #	Bill Total	Balance Due
4224.04 Rand/Richard R.										
RE: General Business										
08/31/2000	1	1	1,237.50	4.50	12.10				1,249.60	1,249.60
09/30/2000	2	2			25.90				25.90	1,275.50
10/13/2000	3	3					888.59R			388.91
10/31/2000	4	3							3.71	392.62
11/30/2000	5	4							3.84	396.46
12/31/2000	6	5	440.00	1.60	12.00				456.00	852.46
01/31/2001	7	6							4.19	856.65
02/28/2001	8	7	605.00	2.20	53.50				666.35	1,523.00
03/21/2001	9	8					7,500.00R			-5,977.00
03/31/2001	10	8			7,508.15				7,508.15	1,529.15
04/30/2001	11	9								1,529.15
05/31/2001	12	10	456.00	1.60	6.20				477.78	2,006.93
06/30/2001	14	11								2,006.93
06/30/2001	13	11					1,500.00R			506.93
07/31/2001	16	12	-39.17						-39.17	467.76
07/31/2001	15	12					467.76R			0.00
04/25/2002	17	13	501.50	1.70	0.97				502.47	502.47
05/31/2002	18	14	208.50	0.70	5.30				211.80	714.27
06/30/2002	19	15								714.27
07/31/2002	20	16								714.27
08/31/2002	21	17								714.27
09/30/2002	22	18								714.27
10/31/2002	23	19								714.27
11/30/2002	24	20								714.27
12/31/2002	25	21								714.27
01/31/2003	26	23								714.27
02/28/2003	27	24								714.27
03/31/2003	28	25								714.27
04/30/2003	29	26								714.27
05/31/2003	30	27								714.27
06/30/2003	31	28								714.27
07/31/2003	32	29								714.27
08/31/2003	33	30								714.27
09/30/2003	34	31								714.27
10/31/2003	35	32								714.27
11/30/2003	36	33								714.27
12/31/2003	37	34								714.27
01/31/2004	38	35								714.27
02/29/2004	39	36								714.27
03/31/2004	40	37								714.27
04/30/2004	42	38								714.27
05/12/2004	41	38					714.27R			0.00
Subtotal			3,407.33	12.30	7,822.12		11,068.62		11,068.62	0.00
Total for Primary Timekeeper 1			3,407.33	12.30	7,822.12		11,068.62		11,068.62	0.00

Tab3 Client Ledger Report
FAINSBERT MASE & SNYDER, LLP

Primary Timekeeper: 1 Stephen B. Fainsbert

Date	Ref #	Stmt #	Fee Amount	Hours	Expense Amount	Advance Amount	Payment Amount	Apply to Stmt #	Bill Total	Balance Due
4224.06 Rand/Richard R.										
RE: Lease Option of 10751 Wilshire Blvd. #1208										
02/28/2001	1	1	880.00	3.20	3.00				883.00	883.00
03/31/2001	2	2	385.00	1.40	43.20				428.49	1,311.49
04/30/2001	3	3	275.00	1.00					283.71	1,595.20
05/31/2001	4	4			12.30				25.78	1,620.98
06/30/2001	5	5							15.73	1,636.69
07/31/2001	7	6	-38.19						-38.19	1,598.50
07/31/2001	6	6					1,598.50R			0.00
08/31/2001	8	7			6.00				6.00	6.00
09/30/2001	9	8								6.00
Write Off: 10/01/2001	10				6.00				-6.00	0.00
10/01/2001	11	9								0.00
Subtotal			1,501.81	5.60	64.50		1,598.50		1,604.50	0.00
Write Off:					6.00				-6.00	
Total for Primary Timekeeper:			1,501.81	5.60	64.50		1,598.50		1,604.50	0.00
Write Off:					6.00				-6.00	

Tab3 Client Ledger Report
 FAINSBERT MASE & SNYDER, LLP

Primary Timekeeper: 1 Stephen B. Fainsbert

Date	Ref #	Stmt #	Fee Amount	Hours	Expense Amount	Advance Amount	Payment Amount	Apply to Stmt #	Bill Total	Balance Due
4224.06 Rand/Richard R.										
RE: Pacifica Development										
04/30/2001	1	1	165.00	0.60					165.00	165.00
05/31/2001	2	2	770.00	2.80	22.28				792.33	957.33
08/30/2001	3	3	302.50	1.10	170.00				474.13	1,431.46
07/31/2001	5	4	-1.68						5.47	1,436.93
07/31/2001	4	4					271.39R			1,165.54
08/31/2001	6	5	330.00	1.20	40.80				382.41	1,547.95
09/30/2001	7	6							11.50	1,559.45
10/31/2001	8	7								1,559.45
11/30/2001	9	8								1,559.45
12/31/2001	10	9								1,559.45
01/31/2002	11	10								1,559.45
02/28/2002	12	11								1,559.45
03/31/2002	13	12								1,559.45
04/25/2002	14	13								1,559.45
05/31/2002	15	14								1,559.45
06/30/2002	16	15								1,559.45
07/31/2002	17	16								1,559.45
08/31/2002	18	17								1,559.45
09/30/2002	19	18								1,559.45
10/31/2002	20	19								1,559.45
11/30/2002	21	20								1,559.45
12/31/2002	22	21								1,559.45
01/31/2003	23	23								1,559.45
02/28/2003	24	24								1,559.45
03/31/2003	25	25								1,559.45
04/30/2003	26	26								1,559.45
05/31/2003	27	27								1,559.45
06/30/2003	28	28								1,559.45
07/31/2003	29	29								1,559.45
08/31/2003	30	30								1,559.45
09/30/2003	31	31								1,559.45
10/31/2003	32	32								1,559.45
11/30/2003	33	33								1,559.45
12/31/2003	34	34								1,559.45
01/31/2004	35	35								1,559.45
02/29/2004	36	36								1,559.45
03/31/2004	37	37								1,559.45
04/30/2004	39	38								1,559.45
05/12/2004	38	38					149.08R			1,410.37
05/31/2004	41	39								1,410.37
06/14/2004	40	39					1,410.37R			0.00
Subtotal			1,565.62	5.70	232.88		1,830.84		1,830.84	0.00
Total for Primary Timekeeper 1			1,565.62	5.70	232.88		1,830.84		1,830.84	0.00

Carson El Camino, LLC
Find Report
All Transactions

9:27 AM
 02/22/13
 Accrual Basis

Type	Date	Num	Name	Memo	Account	Class	Clr	Split	Debit	Credit	Balance
Check	6/10/2004	515	Fainsbert Mase S...		Legal				1,410.37		1,410.37
Check	5/11/2004	492	Fainsbert Mase S...		Legal				2,500.00		3,910.37
Total									3,910.37	0.00	3,910.37



Metropolitan
Escrow

1411 W. 190th St., Suite 125 Gardena, CA 90248
 ☎ 310.327.0296 ☒ 310.327.1527

Estimated Close Date: January 3, 2003
 Report Print Date: December 29, 2002
 Page 1

Escrow No. 16599
 Reference: AFN # 7336-3-27 & 7336-3-28
 Carson, CA 90745

Seller
ESTIMATED CLOSING STATEMENT

SELLER:
 Carson El Camino LLC

- - DEBITS - - - - CREDITS - -

Consideration:
 Total Consideration

28,236.49

Adjustments:
 Security Deposits

245,000.00

Disbursements Paid:

Commission	165,000.00
Commission of \$ pd to: Daum Commercial Real Estate	80,000.00
Commission of \$ pd to: John C. Killen, Inc.	300.00
Messenger/notary/fax pd to: Messenger/Notary/Fed Ex/Fax	3,500.00
balance of funds ALTA survey pd to: Landco	37,000.00
services rendered pd to: Paul Hastings	5,500.00
services rendered pd to: Kosmont Partners	8,500.00
services rendered pd to: A.E.I. Consultants	10,000.00
services rendered pd to: Robert A. Kendall, Esq.	21,000.00
services rendered pd to: Bundy Finkle Architects	22,000.00
services rendered pd to: FRINSBERT, MASE & SMYDER	3,750.00
services rendered pd to: D.M.J.M.H. Consultants	19,000.00
services rendered pd to: Jim Carstensen	15,000.00
legal fees pd to: Holland & Knight LLP	2,256.00

Title Charges:

Owner's Policy-special rate	75.00
Sub-Escrow Fee	25.00
Title / Wire Fee	3,500.00

Escrow Fees:

Escrow Fees	100.00
Prepare Grant Deed	150.00

5,500,000.00

107.51



STATEMENT OF ACCOUNTS

UNION BANK
ESCROW INDUSTRY GROUP 0912
POST OFFICE BOX 513840
LOS ANGELES CA 90051-3840

Page 1 of 1
METROPOLITAN ESCROW COMPANY
Statement Number: 9120254305
1/1/13 - 1/31/13

H

Customer Inquiries
800-849-6466

Thank you for banking with us
since 2001

CY30 MZO B 0000 0109758-146836 316039
METROPOLITAN ESCROW COMPANY
ATF RICHARD RAND
ESCROW #16137
1411 W 190TH ST SUITE 125
GARDENA CA 90248

■ Effective 1/1/2013, non-interest checking account and IOLTA (Interest on Lawyers Trust Account) balances will no longer receive unlimited deposit insurance coverage, but will be FDIC-insured to the legal maximum of \$250,000 for each ownership category. For more information, please visit <http://www.fdic.gov/deposit/deposits/unlimited/expiration.html>.

BUSINESS MONEYMARKET ACCOUNT SUMMARY

Account Number: 9120254305

Days in statement period: 31

Beginning balance on 1/1	\$		10,244.81	Interest		
Total Credits			0.43	Paid this period	\$	0.43
Other credits and adjustments (1)		0.43		Paid year-to-date	\$	0.43
Total Debits			0.00	Interest Rates		
Ending Balance on 1/31	\$		10,245.24	1/1/12-1/31/13		0.05 %

CREDITS

Other credits and adjustments

Date	Description	Reference	Amount
1/31	INTEREST PAYMENT		\$ 0.43

DAILY LEDGER BALANCE

Date	Ledger Balance	Date	Ledger Balance
1/1-1/30	\$ 10,244.81	1/31	\$ 10,245.24



Metropolitan Escrow, ESCROW TRUST ACCOUNT, 1411 West 100th St., Suite 125, Gardena, CA 90248, (310) 327-0296

Check No. 63098 **63098**

Date: 01/06/03 Escrow No. 16599 Closed: 01/03/03 Check Amount \$ 20,000.00

Funds Due You

Property: APN # 7336-3-27 & 7336-3-28
Carson, CA 90745

SELLER: Carson El Camino, LLC

BUYER: Mision Eben-Ezer Family Church, Inc.

proceeds due

We appreciate your business!

Carson El Camino, LLC
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All Transactions

2:03 PM
 02/08/13
 Accrual Basis

Type	Date	Num	Name	Memo	Account	Class	Clr	Split	Debit	Credit	Balance
Check	5/15/2009	2009	Transom Capital		Bank of America		X	Industrial con...			-6,716.67
Check	5/15/2009	2009	Transom Capital		Industrial condo d...			Bank of Amer...	6,716.67		0.00
Check	12/19/2008	1892	Transom Capital		Bank of America		X	Industrial con...		12,000.00	-12,000.00
Check	12/19/2008	1892	Transom Capital		Industrial condo d...			Bank of Amer...	12,000.00		0.00
Check	11/5/2008	1857	Transom Capital		Bank of America		X	Industrial con...		12,000.00	-12,000.00
Check	11/5/2008	1857	Transom Capital		Industrial condo d...			Bank of Amer...	12,000.00		0.00
Total									30,716.67	30,716.67	0.00

Carson El Camino, LLC
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All Transactions

2:02 PM

02/08/13

Accrual Basis

Type	Date	Num	Name	Memo	Account	Class	Clr	Split	Debit	Credit	Balance
Check	12/4/2009	2156	Calvert Architectu...		Bank of America		X	Industrial con...		3,000.00	-3,000.00
Check	12/4/2009	2156	Calvert Architectu...		Industrial condo d...			Bank of Amer...	3,000.00		0.00
Check	9/1/2009	2082	Calvert Architectu...		Bank of America		X	Industrial con...	1,000.00	1,000.00	-1,000.00
Check	9/1/2009	2082	Calvert Architectu...		Industrial condo d...			Bank of Amer...	1,000.00		0.00
Check	9/1/2009	2083	Calvert Architectu...		Bank of America		X	Industrial con...	1,000.00	1,000.00	-1,000.00
Check	9/1/2009	2083	Calvert Architectu...		Industrial condo d...			Bank of Amer...	1,000.00		0.00
Check	12/2/2007	1621	Calvert Architectu...		Bank of America		X	Carson Impro...	6,728.00	6,728.00	-6,728.00
Check	12/2/2007	1621	Calvert Architectu...		Carson Improvem...			Bank of Amer...	6,728.00		0.00
Check	10/6/2005	Debit	Calvert Architectu...		Bank of America		X	Architect	2,293.07	2,293.07	-2,293.07
Check	10/6/2005	Debit	Calvert Architectu...		Architect			Bank of Amer...	2,293.07		0.00
Check	9/13/2005	822	Calvert Architectu...		Bank of America		X	Architect	2,000.00	2,000.00	-2,000.00
Check	9/13/2005	822	Calvert Architectu...		Architect			Bank of Amer...	2,000.00		0.00
Check	7/24/2005	770	Calvert Architectu...		Bank of America		X	Industrial con...	1,720.91	1,720.91	-1,720.91
Check	7/24/2005	770	Calvert Architectu...		Industrial condo d...			Bank of Amer...	1,720.91		0.00
Check	2/15/2005	891	Calvert Architectu...		Bank of America		X	Architect	3,000.00	3,000.00	-3,000.00
Check	2/15/2005	891	Calvert Architectu...		Architect			Bank of Amer...	3,000.00		0.00
Check	12/22/2004	681	Calvert Architectu...		Bank of America		X	Architect	3,000.00	3,000.00	-3,000.00
Check	12/22/2004	681	Calvert Architectu...		Architect			Bank of Amer...	3,000.00		0.00
Check	9/7/2004	581	Calvert Architectu...		Bank of America		X	Architect	3,000.00	3,000.00	-3,000.00
Check	9/7/2004	581	Calvert Architectu...		Architect			Bank of Amer...	3,000.00		0.00
Check	4/22/2004	468	Calvert Architectu...		Bank of America		X	Architect	3,000.00	3,000.00	-3,000.00
Check	4/22/2004	468	Calvert Architectu...		Architect			Bank of Amer...	3,000.00		0.00
Check	3/1/2004	432	Calvert Architectu...		Bank of America		X	Architect	3,000.00	3,000.00	-3,000.00
Check	3/1/2004	432	Calvert Architectu...		Architect			Bank of Amer...	3,000.00		0.00
Total									32,741.98	32,741.98	0.00

Carson El Camino, LLC
Find Report
March 1 - 30, 2010

12:05 PM

02/21/13

Accrual Basis

Type	Date	Num	Name	Memo	Account	Class	Ctr	Split	Debit	Credit	Balance
Mar 1 - 30, 10											
Check	3/23/2010	2258	Excelsation, Inc.		Bank of America		X	Industrial con...		3,121.50	-3,121.50
Check	3/23/2010	2258	Excelsation, Inc.		Industrial condo d...			Bank of Amer...	3,121.50		0.00
Check	3/9/2010	2250	Excelsation, Inc.		Bank of America		X	Industrial con...		1,500.00	-1,500.00
Check	3/9/2010	2250	Excelsation, Inc.		Industrial condo d...			Bank of Amer...	1,500.00		0.00
									4,621.50	4,621.50	0.00
Mar 1 - 30, 10											

Carson El Camino, LLC
Find Report
All Transactions

2:00 PM
 02/08/13
 Accrual Basis

Type	Date	Num	Name	Memo	Account	Class	Clr	Split	Debit	Credit	Balance
Check	3/29/2010	2268	The Concord Group		Bank of America		X	Industrial con...	7,500.00		-7,500.00
Check	3/29/2010	2268	The Concord Group		Industrial condo d...			Bank of Amer...		7,500.00	0.00
Total									7,500.00	7,500.00	0.00

Carson El Camino, LLC
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All Transactions

1:41 PM
 02/08/13
 Accrual Basis

Type	Date	Num	Name	Memo	Account	Class	Clr	Split	Debit	Credit	Balance
Check	1/20/2010	2200	Lynn Davis		Bank of America		X	Industrial con...			-3,000.00
Check	1/20/2010	2200	Lynn Davis		Industrial condo d...			Bank of Amer...	3,000.00		0.00
Check	12/24/2009	debit	Lynn Davis		Bank of America		X	Industrial con...		3,000.00	-3,000.00
Check	12/24/2009	debit	Lynn Davis		Industrial condo d...			Bank of Amer...	3,000.00		0.00
Check	12/17/2009	2172	Lynn Davis	VOID:	Bank of America		X	Industrial con...	0.00		0.00
Check	12/17/2009	2172	Lynn Davis	VOID:	Industrial condo d...		X	Bank of Amer...	0.00		0.00
Check	11/12/2009	2144	Lynn Davis		Bank of America		X	Industrial con...	3,000.00		-3,000.00
Check	11/12/2009	2144	Lynn Davis		Industrial condo d...			Bank of Amer...	3,000.00		0.00
Check	10/8/2009	2113	Lynn Davis		Bank of America		X	Industrial con...	3,000.00		-3,000.00
Check	10/8/2009	2113	Lynn Davis		Industrial condo d...			Bank of Amer...	3,000.00		0.00
Check	9/9/2009	2093	Lynn Davis		Bank of America		X	Industrial con...	3,000.00		-3,000.00
Check	9/9/2009	2093	Lynn Davis		Industrial condo d...			Bank of Amer...	3,000.00		0.00
Check	8/3/2009	2065	Lynn Davis		Bank of America		X	Industrial con...	3,000.00		-3,000.00
Check	8/3/2009	2065	Lynn Davis		Industrial condo d...			Bank of Amer...	3,000.00		0.00
Check	7/1/2009	2042	Lynn Davis		Bank of America		X	Industrial con...	3,000.00		-3,000.00
Check	7/1/2009	2042	Lynn Davis		Industrial condo d...			Bank of Amer...	3,000.00		0.00
Check	6/11/2009	2023	Lynn Davis		Bank of America		X	Industrial con...	3,000.00		-3,000.00
Check	6/11/2009	2023	Lynn Davis		Industrial condo d...			Bank of Amer...	3,000.00		0.00
Check	5/1/2009	1987	Lynn Davis		Bank of America		X	Industrial con...	3,000.00		-3,000.00
Check	5/1/2009	1987	Lynn Davis		Industrial condo d...			Bank of Amer...	3,000.00		0.00
Check	4/2/2009	1968	Lynn Davis		Bank of America		X	Industrial con...	3,000.00		-3,000.00
Check	4/2/2009	1968	Lynn Davis		Industrial condo d...			Bank of Amer...	3,000.00		0.00
Check	3/6/2009	1943	Lynn Davis		Bank of America		X	Industrial con...	3,000.00		-3,000.00
Check	3/6/2009	1943	Lynn Davis		Industrial condo d...			Bank of Amer...	3,000.00		0.00
Check	2/11/2009	1917	Lynn Davis		Bank of America		X	Industrial con...	3,000.00		-3,000.00
Check	2/11/2009	1917	Lynn Davis		Industrial condo d...			Bank of Amer...	3,000.00		0.00
Check	1/5/2009	1901	Lynn Davis		Bank of America		X	Industrial con...	3,000.00		-3,000.00
Check	1/5/2009	1901	Lynn Davis		Industrial condo d...			Bank of Amer...	3,000.00		0.00
Check	12/7/2008	1883	Lynn Davis		Bank of America		X	Industrial con...	3,000.00		-3,000.00
Check	12/7/2008	1883	Lynn Davis		Industrial condo d...			Bank of Amer...	3,000.00		0.00
Check	11/5/2008	1860	Lynn Davis		Bank of America		X	Industrial con...	3,000.00		-3,000.00
Check	11/5/2008	1860	Lynn Davis		Industrial condo d...			Bank of Amer...	3,000.00		0.00
Check	10/10/2008	1810	Lynn Davis		Bank of America		X	Industrial con...	3,000.00		-3,000.00
Check	10/10/2008	1810	Lynn Davis		Industrial condo d...			Bank of Amer...	3,000.00		0.00
Check	9/12/2008	1788	Lynn Davis		Bank of America		X	Industrial con...	3,000.00		-3,000.00
Check	9/12/2008	1788	Lynn Davis		Industrial condo d...			Bank of Amer...	3,000.00		0.00
Check	7/29/2008	1760	Lynn Davis		Bank of America		X	Industrial con...	3,000.00		-3,000.00
Check	7/29/2008	1760	Lynn Davis		Industrial condo d...			Bank of Amer...	3,000.00		0.00
Check	6/18/2008	1550	Lynn Davis		Bank of America		X	Industrial con...	3,000.00		-3,000.00
Check	6/18/2008	1550	Lynn Davis		Industrial condo d...			Bank of Amer...	3,000.00		0.00
Check	3/18/2008	1714	Lynn Davis		Bank of America		X	Industrial con...	3,000.00		-3,000.00
Check	3/18/2008	1714	Lynn Davis		Industrial condo d...			Bank of Amer...	3,000.00		0.00
Total									60,000.00	60,000.00	0.00

11:43 AM

02/28/13

Accrual Basis

Carson El Camino, LLC

Find Report

All Transactions

Type	Date	Num	Name	Memo	Account	Class	Clr	Split	Debit	Credit	Balance
Check	5/26/2008	1521	Eric Gali Consultant		Bank of America		X	Industrial con...			-1,000.00
Check	5/26/2008	1521	Eric Gali Consultant		Industrial condo d...		X	Bank of Amer...	1,000.00		0.00
Check	7/20/2006	1201	Eric Gali Consultant		Bank of America		X	Industrial con...		450.00	-450.00
Check	7/20/2006	1201	Eric Gali Consultant		Industrial condo d...		X	Bank of Amer...	450.00		0.00
Check	10/27/2005	1034	Eric Gali Consultant	Carson	Bank of America		X	Industrial con...		180.00	-180.00
Check	10/27/2005	1034	Eric Gali Consultant	Carson	Industrial condo d...		X	Bank of Amer...	180.00		0.00
Check	10/10/2005	1004	Eric Gali Consultant	carson	Bank of America		X	Industrial con...		350.00	-350.00
Check	10/10/2005	1004	Eric Gali Consultant	carson	Industrial condo d...		X	Bank of Amer...	350.00		0.00
Check	5/20/2005	997	Eric Gali Consultant		Bank of America		X	Industrial con...		900.00	-900.00
Check	5/20/2005	997	Eric Gali Consultant		Industrial condo d...		X	Bank of Amer...	900.00		0.00
Total									2,880.00	2,880.00	0.00

12:43 PM

02/21/13

Accrual Basis

Carson El Camino, LLC Find Report All Transactions

Type	Date	Num	Name	Memo	Account	Class	Cir	Spfit	Debit	Credit	Balance
Check	3/1/2005	900	Richard Berridge L...	Partial paym...	Bank of America		X	Architect		2,400.00	-2,400.00
Check	3/1/2005	900	Richard Berridge L...	Partial paym...	Architect			Bank of Amer...	2,400.00		0.00
Total									2,400.00	2,400.00	0.00

12:09 PM

02/21/13

Accrual Basis

Carson El Camino, LLC

Find Report

January 1, 2005 through December 30, 2011

Type	Date	Num	Name	Memo	Account	Class	Clr	Split	Debit	Credit	Balance
Check	12/27/2011	2747	Jeff Marshall		Bank of America		X	Industrial con...		420.00	-420.00
Check	12/27/2011	2747	Jeff Marshall		Industrial condo d...			Bank of Amer...	420.00		0.00
Check	11/28/2011	2720	Jeff Marshall		Bank of America		X	Industrial con...	315.00		-315.00
Check	11/28/2011	2720	Jeff Marshall		Industrial condo d...			Bank of Amer...		315.00	0.00
Check	10/31/2011	2698	Jeff Marshall		Bank of America		X	Industrial con...	315.00		-315.00
Check	10/31/2011	2698	Jeff Marshall		Industrial condo d...			Bank of Amer...		315.00	0.00
Check	9/29/2011	2669	Jeff Marshall		Bank of America		X	Industrial con...	420.00		-420.00
Check	9/29/2011	2669	Jeff Marshall		Industrial condo d...			Bank of Amer...	420.00		0.00
Check	8/29/2011	2644	Jeff Marshall		Bank of America		X	Industrial con...	420.00		-420.00
Check	8/29/2011	2644	Jeff Marshall		Industrial condo d...			Bank of Amer...	420.00		0.00
Check	8/1/2011	2619	Jeff Marshall		Bank of America		X	Industrial con...	420.00		-420.00
Check	8/1/2011	2619	Jeff Marshall		Industrial condo d...			Bank of Amer...	420.00		0.00
Check	6/29/2011	2596	Jeff Marshall		Bank of America		X	Industrial con...	420.00		-420.00
Check	6/29/2011	2596	Jeff Marshall		Industrial condo d...			Bank of Amer...	420.00		0.00
Check	5/31/2011	2575	Jeff Marshall		Bank of America		X	Industrial con...	420.00		-420.00
Check	5/31/2011	2575	Jeff Marshall		Industrial condo d...			Bank of Amer...	420.00		0.00
Check	5/3/2011	2557	Jeff Marshall		Bank of America		X	Industrial con...	420.00		-420.00
Check	5/3/2011	2557	Jeff Marshall		Industrial condo d...			Bank of Amer...	420.00		0.00
Check	4/5/2011	2542	Jeff Marshall		Bank of America		X	Industrial con...	420.00		-420.00
Check	4/5/2011	2542	Jeff Marshall		Industrial condo d...			Bank of Amer...	420.00		0.00
Check	2/28/2011	2518	Jeff Marshall		Bank of America		X	Industrial con...	420.00		-420.00
Check	2/28/2011	2518	Jeff Marshall		Industrial condo d...			Bank of Amer...	420.00		0.00
Check	1/30/2011	2504	Jeff Marshall		Bank of America		X	Industrial con...	420.00		-420.00
Check	1/30/2011	2504	Jeff Marshall		Industrial condo d...			Bank of Amer...	420.00		0.00
Check	1/3/2011	2483	Jeff Marshall		Bank of America		X	Industrial con...	420.00		-420.00
Check	1/3/2011	2483	Jeff Marshall		Industrial condo d...			Bank of Amer...	420.00		0.00
Check	11/29/2010	2449	Jeff Marshall		Bank of America		X	Industrial con...	420.00		-420.00
Check	11/29/2010	2449	Jeff Marshall		Industrial condo d...			Bank of Amer...	420.00		0.00
Check	11/1/2010	2415	Jeff Marshall		Bank of America		X	Industrial con...	420.00		-420.00
Check	11/1/2010	2415	Jeff Marshall		Industrial condo d...			Bank of Amer...	420.00		0.00
Check	10/5/2010	2388	Jeff Marshall		Bank of America		X	Industrial con...	420.00		-420.00
Check	10/5/2010	2388	Jeff Marshall		Industrial condo d...			Bank of Amer...	420.00		0.00
Check	8/31/2010	2369	Jeff Marshall		Bank of America		X	Industrial con...	420.00		-420.00
Check	8/31/2010	2369	Jeff Marshall		Industrial condo d...			Bank of Amer...	420.00		0.00
Check	7/26/2010	2347	Jeff Marshall		Bank of America		X	Industrial con...	420.00		-420.00
Check	7/26/2010	2347	Jeff Marshall		Industrial condo d...			Bank of Amer...	420.00		0.00
Check	7/3/2010	2335	Jeff Marshall		Bank of America		X	Industrial con...	420.00		-420.00
Check	7/3/2010	2335	Jeff Marshall		Industrial condo d...			Bank of Amer...	420.00		0.00
Check	5/31/2010	2312	Jeff Marshall		Bank of America		X	Industrial con...	420.00		-420.00
Check	5/31/2010	2312	Jeff Marshall		Industrial condo d...			Bank of Amer...	420.00		0.00
Check	4/26/2010	2287	Jeff Marshall		Bank of America		X	Industrial con...	420.00		-420.00
Check	4/26/2010	2287	Jeff Marshall		Industrial condo d...			Bank of Amer...	420.00		0.00
Check	3/25/2010	2266	Jeff Marshall		Bank of America		X	Industrial con...	420.00		-420.00
Check	3/25/2010	2266	Jeff Marshall		Industrial condo d...			Bank of Amer...	420.00		0.00
Check	2/28/2010	2238	Jeff Marshall		Bank of America		X	Industrial con...	420.00		-420.00
Check	2/28/2010	2238	Jeff Marshall		Industrial condo d...			Bank of Amer...	420.00		0.00
Check	1/28/2010	2211	Jeff Marshall		Bank of America		X	Industrial con...	420.00		-420.00
Check	1/28/2010	2211	Jeff Marshall		Industrial condo d...			Bank of Amer...	420.00		0.00

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Type	Date	Num	Name	Memo	Account	Class	Ctr	Split	Debit	Credit	Balance
Check	1/28/2010	2211	Jeff Marshall		Industrial condo d...		X	Bank of Amer...	420.00		0.00
Check	1/3/2010	2181	Jeff Marshall		Bank of America			Industrial con...		420.00	-420.00
Check	1/3/2010	2181	Jeff Marshall		Industrial condo d...		X	Bank of Amer...	420.00		0.00
Check	11/21/2009	2150	Jeff Marshall		Bank of America		X	Industrial con...	385.00		-385.00
Check	11/21/2009	2150	Jeff Marshall		Industrial condo d...		X	Bank of Amer...	330.00		0.00
Check	10/22/2009	2129	Jeff Marshall		Bank of America		X	Industrial con...	330.00		-330.00
Check	10/22/2009	2129	Jeff Marshall		Industrial condo d...		X	Bank of Amer...	315.00		0.00
Check	9/28/2009	2104	Jeff Marshall		Bank of America		X	Industrial con...	315.00		-315.00
Check	9/28/2009	2104	Jeff Marshall		Industrial condo d...		X	Bank of Amer...	315.00		0.00
Check	9/8/2009	2086	Jeff Marshall		Bank of America		X	Industrial con...	280.00		-280.00
Check	9/8/2009	2086	Jeff Marshall		Industrial condo d...		X	Bank of Amer...	280.00		0.00
Check	7/27/2009	2054	Jeff Marshall		Bank of America		X	Industrial con...	280.00		-280.00
Check	7/27/2009	2054	Jeff Marshall		Industrial condo d...		X	Bank of Amer...	280.00		0.00
Check	7/1/2009	2036	Jeff Marshall		Bank of America		X	Industrial con...	280.00		-280.00
Check	7/1/2009	2036	Jeff Marshall		Industrial condo d...		X	Bank of Amer...	280.00		0.00
Check	5/29/2009	2013	Jeff Marshall		Bank of America		X	Industrial con...	280.00		-280.00
Check	5/29/2009	2013	Jeff Marshall		Industrial condo d...		X	Bank of Amer...	280.00		0.00
Check	5/1/2009	1984	Jeff Marshall		Bank of America		X	Industrial con...	280.00		-280.00
Check	5/1/2009	1984	Jeff Marshall		Industrial condo d...		X	Bank of Amer...	280.00		0.00
Check	4/2/2009	1966	Jeff Marshall		Bank of America		X	Industrial con...	280.00		-280.00
Check	4/2/2009	1966	Jeff Marshall		Industrial condo d...		X	Bank of Amer...	280.00		0.00
Check	2/27/2009	1937	Jeff Marshall		Bank of America		X	Industrial con...	280.00		-280.00
Check	2/27/2009	1937	Jeff Marshall		Industrial condo d...		X	Bank of Amer...	280.00		0.00
Check	1/20/2009	1909	Jeff Marshall		Bank of America		X	Industrial con...	280.00		-280.00
Check	1/20/2009	1909	Jeff Marshall		Industrial condo d...		X	Bank of Amer...	280.00		0.00
Check	1/3/2009	1894	Jeff Marshall		Bank of America		X	Industrial con...	280.00		-280.00
Check	1/3/2009	1894	Jeff Marshall		Industrial condo d...		X	Bank of Amer...	280.00		0.00
Check	12/4/2008	1881	Jeff Marshall		Bank of America		X	Industrial con...	280.00		-280.00
Check	12/4/2008	1881	Jeff Marshall		Industrial condo d...		X	Bank of Amer...	280.00		0.00
Check	10/18/2008	1828	Jeff Marshall		Bank of America		X	Industrial con...	420.00		-420.00
Check	10/18/2008	1828	Jeff Marshall		Industrial condo d...		X	Bank of Amer...	240.00		0.00
Check	6/28/2008	1727	Jeff Marshall		Bank of America		X	Industrial con...	240.00		-240.00
Check	6/28/2008	1727	Jeff Marshall		Industrial condo d...		X	Bank of Amer...	240.00		0.00
Check	5/26/2008	1520	Jeff Marshall		Bank of America		X	Industrial con...	240.00		-240.00
Check	5/26/2008	1520	Jeff Marshall		Industrial condo d...		X	Bank of Amer...	240.00		0.00
Check	4/25/2008	1498	Jeff Marshall		Bank of America		X	Industrial con...	240.00		-240.00
Check	4/25/2008	1498	Jeff Marshall		Industrial condo d...		X	Bank of Amer...	240.00		0.00
Check	4/6/2008	1481	Jeff Marshall		Bank of America		X	Industrial con...	240.00		-240.00
Check	4/6/2008	1481	Jeff Marshall		Industrial condo d...		X	Bank of Amer...	240.00		0.00
Check	3/1/2008	1693	Jeff Marshall		Bank of America		X	Industrial con...	240.00		-240.00
Check	3/1/2008	1693	Jeff Marshall		Industrial condo d...		X	Bank of Amer...	240.00		0.00
Check	2/1/2008	1666	Jeff Marshall		Bank of America		X	Industrial con...	240.00		-240.00
Check	2/1/2008	1666	Jeff Marshall		Industrial condo d...		X	Bank of Amer...	240.00		0.00
Check	1/11/2008	1647	Jeff Marshall		Bank of America		X	Industrial con...	240.00		-240.00
Check	1/11/2008	1647	Jeff Marshall		Industrial condo d...		X	Bank of Amer...	240.00		0.00
Check	12/1/2007	1617	Jeff Marshall		Bank of America		X	Industrial con...	240.00		-240.00
Check	12/1/2007	1617	Jeff Marshall		Industrial condo d...		X	Bank of Amer...	240.00		0.00
Check	10/18/2007	1585	Jeff Marshall		Bank of America		X	Industrial con...	240.00		-240.00

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Type	Date	Num	Name	Memo	Account	Class	Clr	Split	Debit	Credit	Balance
Check	10/18/2007	1585	Jeff Marshall		Industrial condo d...			Bank of Amer...	240.00		0.00
Check	8/28/2007	1464	Jeff Marshall		Bank of America		X	Industrial con...		240.00	-240.00
Check	8/28/2007	1464	Jeff Marshall		Industrial condo d...		X	Bank of Amer...	240.00		0.00
Check	7/30/2007	1442	Jeff Marshall		Bank of America		X	Industrial con...	240.00		-240.00
Check	7/30/2007	1442	Jeff Marshall		Industrial condo d...		X	Bank of Amer...	240.00		0.00
Check	6/29/2007	1417	Jeff Marshall	thru July 29	Bank of America		X	Industrial con...	420.00		-420.00
Check	6/29/2007	1417	Jeff Marshall	thru July 29	Industrial condo d...		X	Bank of Amer...	420.00		0.00
Check	5/10/2007	1373	Jeff Marshall		Bank of America		X	Industrial con...	180.00		-180.00
Check	5/10/2007	1373	Jeff Marshall		Industrial condo d...		X	Bank of Amer...	180.00		0.00
Check	3/22/2007	1346	Jeff Marshall		Bank of America		X	Industrial con...	240.00		-240.00
Check	3/22/2007	1346	Jeff Marshall		Industrial condo d...		X	Bank of Amer...	240.00		0.00
Check	3/1/2007	1332	Jeff Marshall		Bank of America		X	Industrial con...	180.00		-180.00
Check	3/1/2007	1332	Jeff Marshall		Industrial condo d...		X	Bank of Amer...	180.00		0.00
Check	2/22/2007	debit	Jeff Marshall		Bank of America		X	Industrial con...	240.00		-240.00
Check	2/22/2007	debit	Jeff Marshall		Industrial condo d...		X	Bank of Amer...	240.00		0.00
Check	1/26/2007	1315	Jeff Marshall		Bank of America		X	Industrial con...	240.00		-240.00
Check	1/26/2007	1315	Jeff Marshall		Industrial condo d...		X	Bank of Amer...	240.00		0.00
Check	9/30/2005	845	Jeff Marshall	VOID:	Bank of America		X	Industrial con...	0.00		0.00
Check	9/30/2005	845	Jeff Marshall	VOID:	Industrial condo d...		X	Bank of Amer...	0.00		0.00
Check	8/26/2005	805	Jeff Marshall		Bank of America		X	Industrial con...	360.00		-360.00
Check	8/26/2005	805	Jeff Marshall		Industrial condo d...		X	Bank of Amer...	360.00		0.00
Check	6/22/2005	737	Jeff Marshall		Bank of America		X	Industrial con...	420.00		-420.00
Check	6/22/2005	737	Jeff Marshall		Industrial condo d...		X	Bank of Amer...	420.00		0.00
Check	5/7/2005	984	Jeff Marshall		Bank of America		X	Industrial con...	540.00		-540.00
Check	5/7/2005	984	Jeff Marshall		Industrial condo d...		X	Bank of Amer...	540.00		0.00
Check	5/1/2005	969	Jeff Marshall		Bank of America		X	Industrial con...	0.00		0.00
Check	5/1/2005	969	Jeff Marshall		Industrial condo d...		X	Bank of Amer...	0.00		0.00
Check	4/2/2005	945	Jeff Marshall	April -4 new ...	Bank of America		X	Industrial con...	240.00		-240.00
Check	4/2/2005	945	Jeff Marshall	April -4 new ...	Industrial condo d...		X	Bank of Amer...	240.00		0.00
Check	1/30/2005	869	Jeff Marshall		Bank of America		X	Industrial con...	480.00		-480.00
Check	1/30/2005	869	Jeff Marshall		Industrial condo d...		X	Bank of Amer...	480.00		0.00
									20,755.00	20,755.00	0.00

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Type	Date	Num	Name	Memo	Account	Class	Clr	Split	Debit	Credit	Balance
Check	11/16/2011	debit	Tania Santiago		Bank of America		X	Consulting		1,000.00	-1,000.00
Check	11/16/2011	debit	Tania Santiago		Consulting			Bank of Amer...	1,000.00		0.00
Check	11/14/2011	2705	Tania Santiago		Bank of America		X	Consulting	500.00	500.00	-500.00
Check	11/14/2011	2705	Tania Santiago		Consulting			Bank of Amer...	500.00		0.00
Check	4/5/2011	2541	Tania Santiago		Bank of America		X	Consulting	729.00	729.00	-729.00
Check	4/5/2011	2541	Tania Santiago		Consulting			Bank of Amer...	729.00		0.00
Check	2/11/2011	2511	Tania Santiago		Bank of America		X	Consulting	1,047.50	1,047.50	-1,047.50
Check	2/11/2011	2511	Tania Santiago		Consulting			Bank of Amer...	1,047.50		0.00
Check	11/26/2010	debit	Tania Santiago		Bank of America		X	Consulting	1,000.00	1,000.00	-1,000.00
Check	11/26/2010	debit	Tania Santiago		Consulting			Bank of Amer...	1,000.00		0.00
Check	9/30/2010	debit	Tania Santiago		Bank of America		X	Consulting	1,850.00	1,850.00	-1,850.00
Check	9/30/2010	debit	Tania Santiago		Consulting			Bank of Amer...	1,850.00		0.00
Check	7/1/2010	debit	Tania Santiago		Bank of America		X	Consulting	1,630.00	1,630.00	-1,630.00
Check	7/1/2010	debit	Tania Santiago		Consulting			Bank of Amer...	1,630.00		0.00
Check	3/25/2010	2264	Tania Santiago		Bank of America		X	Consulting	1,600.00	1,600.00	-1,600.00
Check	3/25/2010	2264	Tania Santiago		Consulting			Bank of Amer...	1,600.00		0.00
Check	8/3/2009	2063	Tania Santiago		Bank of America		X	Consulting	1,000.00	1,000.00	-1,000.00
Check	8/3/2009	2063	Tania Santiago		Consulting			Bank of Amer...	1,000.00		0.00
Check	5/8/2009	debit	Tania Santiago		Bank of America		X	Consulting	1,000.00	1,000.00	-1,000.00
Check	5/8/2009	debit	Tania Santiago		Consulting			Bank of Amer...	1,000.00		0.00
Check	5/8/2009	1925	Tania Santiago		Bank of America		X	Consulting	1,700.00	1,700.00	-1,700.00
Check	2/19/2009	1925	Tania Santiago		Consulting			Bank of Amer...	1,700.00		0.00
Check	10/29/2008	1847	Tania Santiago		Bank of America		X	Consulting	1,500.00	1,500.00	-1,500.00
Check	10/29/2008	1847	Tania Santiago		Consulting			Bank of Amer...	1,500.00		0.00
Check	6/30/2008	1734	Tania Santiago		Bank of America		X	Consulting	2,000.00	2,000.00	-2,000.00
Check	6/30/2008	1734	Tania Santiago		Consulting			Bank of Amer...	2,000.00		0.00
Check	6/3/2008	1524	Tania Santiago		Bank of America		X	Consulting	1,800.00	1,800.00	-1,800.00
Check	6/3/2008	1524	Tania Santiago		Consulting			Bank of Amer...	1,800.00		0.00
Check	6/3/2008	1496	Tania Santiago		Bank of America		X	Consulting	1,850.00	1,850.00	-1,850.00
Check	4/25/2008	1496	Tania Santiago		Consulting			Bank of Amer...	1,850.00		0.00
Check	4/1/2008	1476	Tania Santiago		Bank of America		X	Consulting	1,550.00	1,550.00	-1,550.00
Check	4/1/2008	1476	Tania Santiago		Consulting			Bank of Amer...	1,550.00		0.00
Check	3/4/2008	1696	Tania Santiago		Bank of America		X	Consulting	600.00	600.00	-600.00
Check	3/4/2008	1696	Tania Santiago		Consulting			Bank of Amer...	600.00		0.00
Check	2/5/2008	1672	Tania Santiago		Bank of America		X	Consulting	1,700.00	1,700.00	-1,700.00
Check	2/5/2008	1672	Tania Santiago		Consulting			Bank of Amer...	1,700.00		0.00
Check	1/28/2008	1660	Tania Santiago		Bank of America		X	Consulting	600.00	600.00	-600.00
Check	1/28/2008	1660	Tania Santiago		Consulting			Bank of Amer...	600.00		0.00
Check	11/28/2007	1609	Tania Santiago		Bank of America		X	Consulting	1,650.00	1,650.00	-1,650.00
Check	11/28/2007	1609	Tania Santiago		Consulting			Bank of Amer...	1,650.00		0.00
Check	8/28/2007	1465	Tania Santiago	Inv#25	Bank of America		X	Consulting	1,125.00	1,125.00	-1,125.00
Check	8/28/2007	1465	Tania Santiago	Inv#25	Consulting			Bank of Amer...	1,125.00		0.00
Check	8/8/2007	1451	Tania Santiago		Bank of America		X	Consulting	1,725.00	1,725.00	-1,725.00
Check	8/8/2007	1451	Tania Santiago		Consulting			Bank of Amer...	1,725.00		0.00
Check	7/9/2007	1429	Tania Santiago		Bank of America		X	Consulting	1,571.64	1,571.64	-1,571.64
Check	7/9/2007	1429	Tania Santiago		Consulting			Bank of Amer...	1,571.64		0.00
Check	6/12/2007	1400	Tania Santiago		Bank of America		X	Consulting	1,350.00	1,350.00	-1,350.00

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Type	Date	Numb	Name	Memo	Account	Class	Ctr	Split	Debit	Credit	Balance
Check	6/12/2007	1400	Tania Santiago		Consulting		X	Bank of Amer...	1,350.00		0.00
Check	5/24/2007	1386	Tania Santiago		Bank of America			Consulting		1,200.00	-1,200.00
Check	5/24/2007	1396	Tania Santiago		Consulting		X	Bank of Amer...	1,200.00		0.00
Check	5/10/2007	1374	Tania Santiago		Bank of America			Consulting		1,750.00	-1,750.00
Check	5/10/2007	1374	Tania Santiago		Consulting		X	Bank of Amer...	1,750.00		0.00
Check	4/1/2007	1350	Tania Santiago	inv#19	Bank of America			Consulting		2,250.00	-2,250.00
Check	4/1/2007	1350	Tania Santiago	inv#19	Consulting		X	Bank of Amer...	2,250.00		0.00
Check	2/13/2007	1324	Tania Santiago		Bank of America			Consulting		1,200.00	-1,200.00
Check	2/13/2007	1324	Tania Santiago		Consulting		X	Bank of Amer...	1,200.00		0.00
Check	1/10/2007	1301	Tania Santiago		Bank of America			Consulting		1,400.00	-1,400.00
Check	1/10/2007	1301	Tania Santiago		Consulting		X	Bank of Amer...	1,400.00		0.00
Check	12/13/2006	1291	Tania Santiago		Bank of America			Consulting		1,650.00	-1,650.00
Check	12/13/2006	1291	Tania Santiago		Consulting		X	Bank of Amer...	1,650.00		0.00
Check	11/2/2006	1264	Tania Santiago		Bank of America			Consulting		2,800.00	-2,800.00
Check	11/2/2006	1264	Tania Santiago		Consulting		X	Bank of Amer...	2,800.00		0.00
Check	8/24/2006	1213	Tania Santiago		Bank of America			Consulting		1,975.00	-1,975.00
Check	8/24/2006	1213	Tania Santiago		Consulting		X	Bank of Amer...	1,975.00		0.00
Check	7/11/2006	1194	Tania Santiago		Bank of America			Consulting		1,430.00	-1,430.00
Check	7/11/2006	1194	Tania Santiago		Consulting		X	Bank of Amer...	1,430.00		0.00
Check	6/12/2006	1177	Tania Santiago	Inv#29	Bank of America			Consulting		1,324.00	-1,324.00
Check	6/12/2006	1177	Tania Santiago	Inv#29	Consulting		X	Bank of Amer...	1,324.00		0.00
Check	5/18/2006	1159	Tania Santiago		Bank of America			Consulting		1,000.00	-1,000.00
Check	5/18/2006	1159	Tania Santiago		Consulting		X	Bank of Amer...	1,000.00		0.00
Check	4/20/2006	1141	Tania Santiago	Invoice 27 - ...	Bank of America			Consulting		1,500.00	-1,500.00
Check	4/20/2006	1141	Tania Santiago	Invoice 27 - ...	Consulting		X	Bank of Amer...	1,500.00		0.00
Check	3/30/2006	1126	Tania Santiago	Invoice 16	Bank of America			Consulting		1,075.00	-1,075.00
Check	3/30/2006	1126	Tania Santiago	Invoice 16	Consulting		X	Bank of Amer...	1,075.00		0.00
Check	3/24/2006	1122	Tania Santiago	Invoice #15	Bank of America			Consulting		1,500.00	-1,500.00
Check	3/24/2006	1122	Tania Santiago	Invoice #15	Consulting		X	Bank of Amer...	1,500.00		0.00
Check	3/3/2006	1114	Tania Santiago	Invoice 014	Bank of America			Consulting		1,000.00	-1,000.00
Check	3/3/2006	1114	Tania Santiago	Invoice 014	Consulting		X	Bank of Amer...	1,000.00		0.00
Check	2/14/2006	1100	Tania Santiago	Inv 013	Bank of America			Consulting		1,500.00	-1,500.00
Check	2/14/2006	1100	Tania Santiago	Inv 013	Consulting		X	Bank of Amer...	1,500.00		0.00
Check	1/27/2006	1086	Tania Santiago	Inv#12	Bank of America			Consulting		1,500.00	-1,500.00
Check	1/27/2006	1086	Tania Santiago	Inv#12	Consulting		X	Bank of Amer...	1,500.00		0.00
Check	1/19/2006	1078	Tania Santiago	Inv #11	Bank of America			Consulting		1,841.71	-1,841.71
Check	1/19/2006	1078	Tania Santiago	Inv #11	Consulting		X	Bank of Amer...	1,841.71		0.00
Check	12/8/2005	1056	Tania Santiago	carson	Bank of America			Professional ...		1,400.00	-1,400.00
Check	12/8/2005	1056	Tania Santiago	carson	Professional Fees		X	Bank of Amer...	1,400.00		0.00
Check	11/16/2005	1044	Tania Santiago	carson	Bank of America			Professional ...		1,300.00	-1,300.00
Check	11/16/2005	1044	Tania Santiago	carson	Professional Fees		X	Bank of Amer...	1,300.00		0.00
Check	10/20/2005	1025	Tania Santiago	carson	Bank of America			Professional ...		1,450.00	-1,450.00
Check	10/20/2005	1025	Tania Santiago	carson	Professional Fees		X	Bank of Amer...	1,450.00		0.00
Check	10/4/2005	847	Tania Santiago	carson	Bank of America			Professional ...		1,025.00	-1,025.00
Check	10/4/2005	847	Tania Santiago	carson	Professional Fees		X	Bank of Amer...	1,025.00		0.00
Check	9/13/2005	821	Tania Santiago	carson	Bank of America			Professional ...		718.45	-718.45
Check	9/13/2005	821	Tania Santiago	carson	Professional Fees		X	Bank of Amer...	718.45		0.00
Check	9/1/2005	810	Tania Santiago	carson	Bank of America			Professional ...		900.00	-900.00
Check	9/1/2005	810	Tania Santiago	carson	Professional Fees		X	Bank of Amer...	900.00		0.00

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Accrual Basis

Carson El Camino, LLC

Find Report

June 1, 2005 through January 30, 2012

Type	Date	Num	Name	Memo	Account	Class	Clr	Split	Debit	Credit	Balance
Check	9/1/2005	810	Tania Santiago	carson	Professional Fees			Bank of Amer...	900.00		0.00
Check	8/22/2005	799	Tania Santiago	carson	Bank of America	X		Professional ...		900.00	-900.00
Check	8/22/2005	799	Tania Santiago	carson	Professional Fees			Bank of Amer...	900.00		0.00
Check	8/13/2005	788	Tania Santiago	carson	Bank of America	X		Professional ...		850.00	-850.00
Check	8/13/2005	788	Tania Santiago	carson	Professional Fees			Bank of Amer...	850.00		0.00
Check	7/25/2005	781	Tania Santiago	carson	Bank of America	X		Professional ...		800.00	-800.00
Check	7/25/2005	781	Tania Santiago	carson	Professional Fees			Bank of Amer...	800.00		0.00
Check	7/15/2005	760	Tania Santiago	carson	Bank of America	X		Professional ...		850.00	-850.00
Check	7/15/2005	760	Tania Santiago	carson	Professional Fees			Bank of Amer...	850.00		0.00
Check	7/1/2005	746	Tania Santiago	carson	Bank of America	X		Professional ...		619.00	-619.00
Check	7/1/2005	746	Tania Santiago	carson	Professional Fees			Bank of Amer...	619.00		0.00
Check	6/9/2005	711	Tania Santiago		Bank of America	X		Professional ...		687.50	-687.50
Check	6/9/2005	711	Tania Santiago		Professional Fees			Bank of Amer...	687.50		0.00
									71,473.80	71,473.80	0.00

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Accrual Basis

Carson El Camino, LLC Find Report All Transactions

Type	Date	Num	Name	Memo	Account	Class	Cir	Split	Debit	Credit	Balance
Check	10/31/2003	156	Best, Best & Krieger		Bank of America		X				
Check	10/31/2003	156	Best, Best & Krieger		Legal				5,000.00	5,000.00	-5,000.00
Total									5,000.00	5,000.00	0.00

Carson El Camino, LLC
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 Accrual Basis

Type	Date	Num	Name	Memo	Account	Class	Cir	Split	Debit	Credit	Balance
Check	5/1/2005	974	Jones Day Law Of...		Bank of America		X	Legal		46.88	-46.88
Check	5/1/2005	974	Jones Day Law Of...		Legal		X	Bank of Amer...	46.88		0.00
Check	9/14/2004	594	Jones Day Law Of...		Bank of America		X	Legal	25,000.00	25,000.00	-25,000.00
Check	9/14/2004	594	Jones Day Law Of...		Legal		X	Bank of Amer...	25,000.00		0.00
Check	6/22/2004	524	Jones Day Law Of...	VOID:	Bank of America		X	Legal	0.00		0.00
Check	6/22/2004	524	Jones Day Law Of...	VOID:	Legal		X	Bank of Amer...	0.00		0.00
Total									25,046.88	25,046.88	0.00

Carson El Camino, LLC
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 Accrual Basis

Type	Date	Num	Name	Memo	Account	Class	Cir	Split	Debit	Credit	Balance
Check	12/2/2004	666	Legallink		Bank of America		X	Legal	778.35	778.35	-778.35
Check	12/2/2004	666	Legallink		Legal			Bank of Amer...			0.00
Check	11/16/2004	652	Legallink		Bank of America		X	Legal	1,098.50	1,098.50	-1,098.50
Check	11/16/2004	652	Legallink		Legal			Bank of Amer...			0.00
Check	11/4/2004	637	Legallink		Bank of America		X	Legal	1,411.35	1,411.35	-1,411.35
Check	11/4/2004	637	Legallink		Legal			Bank of Amer...			0.00
Check	11/4/2004	638	Legallink		Bank of America		X	Legal	1,009.45	1,009.45	-1,009.45
Check	11/4/2004	638	Legallink		Legal			Bank of Amer...			0.00
Total									4,297.65	4,297.65	0.00

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Accrual Basis

Carson El Camino, LLC Find Report All Transactions

Type	Date	Num	Name	Memo	Account	Class	Clr	Split	Debit	Credit	Balance
Check	1/23/2005	863	The Roving Report...		Bank of America		X	Legal		564.30	-564.30
Check	1/23/2005	863	The Roving Report...		Legal			Bank of Amer...	564.30		0.00
Check	12/31/2004	688	The Roving Report...		Bank of America		X	Legal	846.60	846.60	-846.60
Check	12/31/2004	688	The Roving Report...		Legal			Bank of Amer...	846.60		0.00
Check	11/16/2004	653	The Roving Report...		Bank of America		X	Legal	655.95	655.95	-655.95
Check	11/16/2004	653	The Roving Report...		Legal			Bank of Amer...	655.95		0.00
Check	11/5/2004	641	The Roving Report...		Bank of America		X	Legal	448.60	448.60	-448.60
Check	11/5/2004	641	The Roving Report...		Legal			Bank of Amer...	448.60		0.00
Check	10/25/2004	623	The Roving Report...		Bank of America		X	Legal	491.70	491.70	-491.70
Check	10/25/2004	623	The Roving Report...		Legal			Bank of Amer...	491.70		0.00
Total									3,007.15	3,007.15	0.00

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Accrual Basis

Type	Date	Num	Name	Memo	Account	Class	Cir	Split	Debit	Credit	Balance
Check	5/13/2005	987	Unlimited Reprgrf...		Bank of America		X	Legal			-38.58
Check	5/13/2005	987	Unlimited Reprgrf...		Legal			Bank of Amer...	38.58		0.00
Check	3/31/2005	943	Unlimited Reprgrf...		Bank of America		X	Legal			-49.34
Check	3/31/2005	943	Unlimited Reprgrf...		Legal			Bank of Amer...	49.34		0.00
Check	3/5/2005	913	Unlimited Reprgrf...		Bank of America		X	Legal			-89.51
Check	3/5/2005	913	Unlimited Reprgrf...		Legal			Bank of Amer...	89.51		0.00
Check	1/23/2005	861	Unlimited Reprgrf...		Bank of America		X	Legal			-571.48
Check	1/23/2005	861	Unlimited Reprgrf...		Legal			Bank of Amer...	571.48		0.00
Check	12/31/2004	687	Unlimited Reprgrf...		Bank of America		X	Legal			-661.45
Check	12/31/2004	687	Unlimited Reprgrf...		Legal			Bank of Amer...	661.45		0.00
Check	11/16/2004	651	Unlimited Reprgrf...		Bank of America		X	Legal			-177.30
Check	11/16/2004	651	Unlimited Reprgrf...		Legal			Bank of Amer...	177.30		0.00
Total									1,587.66	1,587.66	0.00

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Accrual Basis

Type	Date	Num	Name	Memo	Account	Class	Clr	Split	Debit	Credit	Balance
Check	12/31/2004	689	ADR Services, Inc		Bank of America		X	Legal		87.50	-87.50
Check	12/31/2004	689	ADR Services, Inc		Legal			Bank of Amer...	87.50		0.00
Check	10/20/2004	619	ADR Services, Inc		Bank of America		X	Legal	725.00	725.00	-725.00
Check	10/20/2004	619	ADR Services, Inc		Legal			Bank of Amer...	725.00		0.00
Total									812.50	812.50	0.00

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 Accrual Basis

Type	Date	Num	Name	Memo	Account	Class	Cir	Split	Debit	Credit	Balance
Check	8/21/2003	387	Print Center	copy docs	Bank of America		X	Legal	853.38	853.38	-853.38
Check	8/21/2003	387	Print Center	copy docs	Legal			Bank of Amer...	853.38		0.00
Total									853.38	853.38	0.00

Carson El Camino, LLC
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 Accrual Basis

Type	Date	Num	Name	Memo	Account	Class	Clr	Split	Debit	Credit	Balance
Check	12/31/2004	692	Concord		Bank of America		X	Legal		463.11	-463.11
Check	12/31/2004	692	Concord		Legal			Bank of Amer...	463.11		0.00
Total									463.11	463.11	0.00

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Accrual Basis

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Type	Date	Num	Name	Memo	Account	Class	Clr	Split	Debit	Credit	Balance
Check	1/23/2005	859	Lee Cox Research...		Bank of America		X	Legal	75.00	75.00	-75.00
Check	1/23/2005	859	Lee Cox Research...		Legal			Bank of Amer...	75.00		0.00
Total									75.00	75.00	0.00

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 Accrual Basis

Type	Date	Num	Name	Memo	Account	Class	Clr	Split	Debit	Credit	Balance
Check	3/5/2005	914	T.O.P Service		Bank of America		X	Legal		37.50	-37.50
Check	3/5/2005	914	T.O.P Service		Legal			Bank of Amer...	37.50		0.00
Check	1/23/2005	862	T.O.P Service		Bank of America		X	Legal		267.50	-267.50
Check	1/23/2005	862	T.O.P Service		Legal			Bank of Amer...	267.50		0.00
Total									305.00	305.00	0.00

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Accrual Basis

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Type	Date	Num	Name	Memo	Account	Class	Cir	Split	Debit	Credit	Balance
Check	10/18/2004	617	Ha Emet	expert witness	Bank of America		X	Legal		3,000.00	-3,000.00
Check	10/18/2004	617	Ha Emet	expert witness	Legal			Bank of Amer...	3,000.00		0.00
Total									3,000.00	3,000.00	0.00

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Accrual Basis

Type	Date	Num	Name	Memo	Account	Class	Clr	Spit	Debit	Credit	Balance
Check	5/7/2003	320	Harold Copus Inve...		Bank of America		X	Legal		500.00	-500.00
Check	5/7/2003	320	Harold Copus Inve...		Legal			Bank of Amer...	500.00		0.00
Total									500.00	500.00	0.00

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Accrual Basis

Type	Date	Num	Name	Memo	Account	Class	Clr	Split	Debit	Credit	Balance
Check	12/1/2003	196	Vicent J. Romio		Bank of America		X	Legal		165.00	-165.00
Check	12/1/2003	196	Vicent J. Romio		Legal			Bank of Amer...	165.00		0.00
Check	8/11/2003	382	Vicent J. Romio	research	Bank of America		X	Legal		360.00	-360.00
Check	8/11/2003	382	Vicent J. Romio	research	Legal			Bank of Amer...	360.00		0.00
Check	7/31/2003	365	Vicent J. Romio	research	Bank of America		X	Legal		480.00	-480.00
Check	7/31/2003	365	Vicent J. Romio	research	Legal			Bank of Amer...	480.00		0.00
Total									1,005.00	1,005.00	0.00

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Accrual Basis

Type	Date	Num	Name	Memo	Account	Class	Clr	Split	Debit	Credit	Balance
Check	11/15/2004	647	Peter Daniels	VOID:	Bank of America		X	Legal	0.00		0.00
Check	11/15/2004	647	Peter Daniels	VOID:	Legal		X	Bank of Amer...	0.00		0.00
Check	8/15/2003	385	Peter Daniels		Bank of America		X	Legal	1,000.00	1,000.00	-1,000.00
Check	8/15/2003	385	Peter Daniels		Legal		X	Bank of Amer...	0.00		0.00
Check	8/11/2003	383	Peter Daniels		Bank of America		X	Legal	1,000.00	1,000.00	-1,000.00
Check	8/11/2003	383	Peter Daniels		Legal		X	Bank of Amer...	0.00		0.00
Check	7/14/2003	354	Peter Daniels		Bank of America		X	Legal	1,000.00	1,000.00	-1,000.00
Check	7/14/2003	354	Peter Daniels		Legal		X	Bank of Amer...	0.00		0.00
Total									3,000.00	3,000.00	0.00