

1 ROBERT G. URIARTE (CA Bar No. 110055)
ABBY WOOD (CA Bar No. Bar No. 236920)
2 JAMES DE SILVA (CA Bar No. 267213)
URIARTE & WOOD
3 1175 S. Garvey St., Suite 210
Covina, California 91724

4 Tel: (626) 859-1100
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6 Counsel for CONSUMER LEGAL RESOURCES, LLP, dba
URIARTE & WOOD

7
8 UNITED STATES BANKRUPTCY COURT
9 CENTRAL DISTRICT OF CALIFORNIA

10 In re:) Bankruptcy No.: 6:10-bk-38390-CB
11 DAVID WILLIAM BELL and) Adversary No.:
12 CYNTHIA S. BELL) Chapter 7
13 Debtor(s)

14 **COMPLAINT TO EXCEPT DEBT**
15 **FROM DISCHARGE UNDER 11**
U.S.C.§523

16 CONSUMER LEGAL RESOURCES, LLP,)
dba URIARTE & WOOD) [11 U.S.C. §§523]
17 Plaintiff(s)

18 v.
19 DAVID WILLIAM BELL and
20 CYNTHIA S. BELL
21 Debtor(s)

22
23 **COMES NOW CONSUMER LEGAL RESOURCES, LLP dba URIARTE & WOOD**

24 (hereinafter "Uriarte & Wood" or "Plaintiff") and in its Complaint against David Bell and
25 Cynthia Bell (hereinafter "Defendants" or "Debtors"), aver as follows:

26 ///

27 ///

28

URIARTE & WOOD
1175 E. Garvey St., Suite 210 • Covina, CA 91724
Tel: (626) 859-1100 • Fax: (626) 859-3150

1 **I. PARTIES**

2 1. Defendants David William Bell and Cynthia S. Bell (hereinafter “Debtors” or
3 “Defendants”) are the debtors in the above captioned case by virtue of having filed a Chapter 7 on
4 August 10, 2010.

5 2. Consumer Legal Resources, dba, Uriarte & Wood, Attorneys at Law is a California
6 Limited Liability Partnership duly organized under the laws of the State of California and is
7 authorized to do, and is doing business in, the State of California

8 **II. JURISDICTION**

9 3. This Court has jurisdiction of this matter pursuant to 28 U.S.C. §§ 1334 and 157 and is a
10 “core” proceeding as set forth in 11 U.S.C. §§523 et. seq., and 28 U.S.C. §§ 157(b)(2)(I) and (J).
11 Venue for this Adversary Proceeding properly lies in the Central District of California, in the Los
12 Angeles Division, in that the underlying Chapter 7 case was filed by the Debtor and Defendant in the
13 Central District of California. This proceeding arises out of the chapter 7 case filed by debtors.

14 **III. FACTS**

15 4. Plaintiff is a law firm which provides services in bankruptcy proceedings and civil litigation.

16 5. Defendant David Bell is the president and shareholder of a California Corporation known as
17 UST Development, Inc., (hereinafter “the Company”) which operates a construction and engineering
18 company engaged in business telephone systems, dry utility construction, electrical contracting, earth
19 work, concrete and paving. The company located at 305 N. Sacramento Ave., Ontario, CA 91764.

20 6. On or about March 3, 2010, Bell contacted Plaintiff to seek advice regarding a potential
21 Chapter 11 bankruptcy filing for the Company. Bell indicated that the filing would need to be done on
22 an emergency basis as one of its vendors was seeking to have the Company’s contractor’s license
23 revoked/suspended, which would place the Company in default of all of its contracts. Bell met with
24 Robert Uriarte of Uriarte & Wood, at the Company’s Ontario, CA location. Plaintiff advised that it
25 would charge an earned upon receipt retainer of \$3,000.00 to get an emergency petition filed and
26 would require an additional \$25,000.00, retainer that would be placed in Plaintiff’s trust account
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1 which would be drawn down pursuant to noticed interim monthly fee applications as required under
2 Local Bankruptcy Rules.

3 7. As the Company did not have the cash on hand to make the required \$25,000.00 retainer
4 payment, Bell stated that he personally had the money to make said retainer payment, but that it would
5 require about one week for him to actually get the money into his bank account. Accordingly, an
6 Attorney-Client Fee Contract ("Contract") was entered into on March 5, 2010, at the law offices of
7 Uriarte & Wood, pursuant to which Bell promised to pay the \$25,000.00 retainer within 15 days of
8 March 5, 2010. In addition, and pursuant to the Contract, Bell promised that after the \$25,000.00
9 retainer was exhausted, that he would pay Plaintiff's on an hourly basis at Plaintiff's customary hourly
10 rates as set forth therein. Attached as Exhibit 1 is a true and correct copy of the Contract executed by
11 Bell, both individually, and as President of the Company.
12

13 8. On March 22, 2010, in a conversation with Bell, Robert Uriarte inquired of Bell regarding the
14 \$25,000.00 that was due on March 20, 2010 pursuant to the Contract. Bell represented that he in fact
15 had the money and was arranging a wire transfer from an individual who owed him money and that he
16 would come into Plaintiff's office as soon as all transfers cleared.
17

18 9. Based on said representations Plaintiff continued working on behalf of the Company to ensure
19 compliance with Bankruptcy Rules and U.S. Trustee Guidelines. Plaintiff attended a meeting with the
20 Company's bonding company relating to bankruptcy issues which lasted in excess of 6 hours. At the
21 conclusion of this meeting, Bell stated to Robert G. Uriarte, that the \$25,000.00 retainer was on its
22 way, as he had managed to free up the funds. Robert Uriarte reminded Bell that a 341(a) hearing was
23 calendared for April 8, 2010 and that it was imperative that the retainer issue be resolved prior to the
24 hearing. Bell assured that the money was not an issue and that the retainer would be paid prior to the
25 341(a) hearing in Riverside.
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1 10. On April 7, the day before the 341(a), hearing, Robert Uriarte called Bell to inquire as to the
2 retainer and Bell stated that for some unknown reason a wire transfer was not showing up on his
3 personal account and that he was investigating it. He assured that Plaintiff would have a certified
4 check at the 341(a) hearing. Based on this representation, Uriarte & Wood prepared for and appeared
5 with Bell, on behalf of the Company.
6

7 11. On April 8, 2010, Robert Uriarte appeared with Bell at the 341(a) hearing for the Company,
8 which was conducted at the U.S. Trustee office in Riverside. At the conclusion of the hearing, Bell
9 apologized for not having a certified check, but instead tendered a personal check written on the
10 personal account of Debtors, to Robert G. Uriarte, for \$25,000.00 stating that the wire transfer issue
11 had been resolved and that all funds would be available the following morning, and that Uriarte &
12 Wood could walk into his bank after 12:00 p.m., and cash the check. Attached as Exhibit 2 is a true
13 and correct copy of the personal check, drawn on Bell's personal Cathay Bank account, delivered by
14 Bell to Robert Uriarte.
15

16 12. On April 12, 2010, prior to going to the Bell's bank to cash the check, Robert Uriarte called
17 the bank to ascertain that sufficient funds were available to cash the check. Cathay Bank stated that
18 there were insufficient funds to cash a \$25,000.00 check. Thereafter, Robert Uriarte called Bell to
19 inquire as to the insufficient funds. Bell stated that for some unknown reason there was a tax lien
20 which had caused a freeze on his funds. Bell stated that he had previously satisfied the lien and that he
21 would look into the matter immediately.
22

23 13. Thereafter each and every day after April 12 through April 20, 2010, Bell stated that although
24 the lien issue had been resolved, that the Bank was again having trouble locating the wire transfer.
25 Finally, on April 21, 2010, Robert Uriarte appeared at the Company office in Ontario, CA and met
26 personally with Bell regarding payment of the retainer as additional work needed to be done to stay in
27 compliance with Bankruptcy rules and U.S. Trustee guidelines. Again Bell apologized for what he
28

1 claimed was confusion at his bank and assured me again that he had made arrangement for an
2 additional \$28,000.00 to be wired to his account and that he would have available the sum of
3 \$5,000.00 available on April 22, 2010 with the hold on the additional \$20,000.00 of the Retainer
4 amount to be lifted by April 28, 2010. Bell then wrote two checks payable from the Debtors' personal
5 accounts to Plaintiff for \$5,000.00 and \$20,000.00, respectively both dated April 21, 2010, with
6 instructions that the \$20,000.00 check not be cashed until April 28, 2010 or such earlier time as the
7 bank released a hold on said check. Attached as Exhibit 3 are true and correct copies of the \$5,000.00
8 and \$20,000.00 drafts delivered by Bell to Robert Uriarte.

10 14. Robert Uriarte and Abby Wood appeared at Cathay Bank in Diamond Bar, CA on April 22,
11 2010, to negotiate the \$5,000.00 Check, which was dishonored for non sufficient funds. Robert
12 Uriarte immediately called Bell to inquire about the bogus check and was advised by Bell that the
13 money was on deposit and that there must be some unknown hold on the account. Bell requested that
14 Uriarte & Wood wait until April 28, 2010, at which time the entire \$25,000.00 would be available.

15 15. Plaintiff advised Plaintiff that if for any reason the \$25,000.00 worth of checks were not
16 honored on April 28, 2010, that a motion to withdraw as counsel would be filed.

17 16. On April 28, 2010, Robert Uriarte and Abby Wood of Uriarte & Wood, appeared at Bell's
18 Cathay Bank branch in Arcadia, CA. The bank advised that the there were insufficient funds to cash
19 either the \$5,000.00 check or the \$20,000.00 check, where upon the individual at the bank stamped the
20 \$20,000 check "NON SUFFICIENT FUNDS".
21

22 17. On the afternoon of April 28, 2010, after the checks were once again dishonored, Robert
23 Uriarte sent a letter to Bell advising of the material breach of the retainer agreement and advising of
24 Uriarte & Wood's intent to immediately file a motion to withdraw as counsel.
25

26 18. Plaintiff's motion to withdraw as counsel was heard on May 25, 2010 and granted by the
27 United States Bankruptcy Court, Judge Catherine Bauer presiding.
28

1 19. Plaintiff has provided services and expended costs pursuant to the Contract in the amount of
2 \$25,490.46 as set forth on Exhibit 4 attached hereto.

3 **FIRST CAUSE OF ACTION**

4 **FRAUD - § 523 (A)**

5 20. Plaintiff incorporates paragraphs 1-19 above as though set forth fully herein.

6 21. At the time that Bell entered into the Contract with Plaintiff, Bell represented that he
7 personally had \$25,000.00 to make a required payment in 15 days as required under the contract, and
8 that once the \$25,000.00 retainer was exhausted, that he would pay Plaintiff's on an hourly basis at
9 Plaintiff's customary hourly rates as set forth therein.

10 22. At the time Bell made these representations to Plaintiff, the representations were false in that
11 Bell did not have \$25,000.00, at the time he made said representations, nor did he have the ability to
12 obtain such funds within fifteen days of the Contract, for did he ever intend to pay said \$25,000.00.

13 23. The representations were made by Bell in order to induce Uriarte & Wood to provide legal
14 services and to incur expenses which Bell knew he had no ability to pay for.

15 24. Uriarte reasonably relied on the representations made by Bell, and in reliance thereon,
16 provided legal services and incurred expenses in excess of \$25,490.46

17 25. Accordingly the services rendered at Defendant's request were obtained by false pretenses,
18 false representations and actual fraud and are excepted from discharge under 11 U.S.C. § 523 (A).

19 **SECOND CAUSE OF ACTION**

20 **USE OF A STATEMENT IN WRITING- § 523 (B)**

21 26. Plaintiff incorporates paragraphs 1-25 above as though set forth fully herein.

22 27. As part of Debtors' scheme to continue obtaining legal services from Uriarte & Wood, Debtors
23 issued bank drafts attached as Exhibit 2 and 3. At the time Debtors issued said drafts, They knew that
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1 there were insufficient funds in the bank to honor the drafts and also had no intention of depositing
2 any such funds in the bank so as to allow said drafts to be honored.

3 28. The drafts issued by Debtors constitute affirmative statements in writing concerning his
4 financial condition. To wit: that there are or will be sufficient funds in the bank to negotiate said
5 written instrument when presented on the dates written thereon.

6
7 29. These written statements by Debtors were materially false in that Debtors knew that funds
8 would not be available as promised and said representations were made for the sole purpose of
9 deceiving Plaintiff and inducing Plaintiff to continue providing legal services to the Company owned
10 by Debtors.

11 30. Plaintiff justifiably relied on all representations made by Debtors and was bound by Rules of
12 Professional Conduct to continue in its representation of the Company in the Chapter 11 proceeding,
13 until relieved as counsel by the Court.

14
15 31. Plaintiff was damaged by providing services and expending costs in the representation of the
16 Company at Debtors' insistence and request in the amount of \$25,490.46, and thereafter, in filing suit
17 in state court for breach of contract against David Bell, individually,

18 32. Debtors' indebtedness to Plaintiff is excepted from discharge pursuant to 11 U.S.C. § 523(B).
19

20 **THIRD CAUSE OF ACTION**

21 **WILLFUL AND MALICIOUS INJURY- § 523 (B)(6)**

22 33. Plaintiff incorporates paragraphs 1-32 above as though set forth fully herein.

23 34. Debtors' conduct as set forth above was willful, wanton, and engaged in with reckless
24 indifference to the rights of Plaintiff.

25 35. As a proximate result of Debtor's conduct, Plaintiff has been damage in an Amount of at least
26 \$25, 490.46, plus attorney's fees as provided for in the contract giving rise to this action.

27 **WHEREFORE**, Plaintiff prays for judgment against Defendants as follows:
28

1 1. On the First Cause of Action for the sum of \$25,490.46, plus attorney's fees as
2 provided in the Contract;

3 2. On the Second Cause of Action for the sum of \$25,490.46; plus
4 punitive/exemplary damages in an amount sufficient to punish Defendant for its malicious,
5 oppressive and fraudulent conduct as set forth herein, plus attorney's fees as provided in the
6 Contract;

7
8 3. On the Third Cause of Action for the sum of \$25,490.46, plus
9 punitive/exemplary damages in an amount sufficient to punish Defendant for its malicious,
10 oppressive and fraudulent conduct as set forth herein.

11 4. Attorneys fees as provided for in the agreements and costs of suit herein; and,

12 5. Such other and further relief as this court deems just and proper.

13
14
15 Dated: November 11, 2010

URIARTE & WOOD

16
17 
18 Robert G. Uriarte, Esq., Attorney for Plaintiff

URIARTE & WOOD

ATTORNEYS AT LAW

ROBERT G. URIARTE
ABBY A. WOOD †
JAMES A. DE SILVA

1175 E. Garvey St., Suite 210
Covina, California 91724

TELEPHONE: (626) 859-1100
FACSIMILE: (626) 859-3150

† Also admitted in TX and CO.

ATTORNEY- CLIENT FEE CONTRACT

This ATTORNEY-CLIENT FEE CONTRACT ("Contract") is entered into by and between UST Development, Inc. ("Client") and Uriarte & Wood, Attorneys at Law ("Attorney").

1. **CONDITIONS.** This Contract will not take effect, and Attorney will have no obligation to provide legal services until Client returns a signed copy of this Contract.

2. **SCOPE AND DUTIES.** Client hires Attorney to provide legal services in connection with advice and consultation, preparation of petition and schedules regarding a Chapter 11 filing by UST Development, Inc. Attorney will provide those legal services reasonably required under Chapter 11 of the Bankruptcy Act (the "Matter"). Attorney will take reasonable steps to keep Client informed of progress and to respond to Client's inquiries. Client will be truthful with Attorney, cooperate with Attorney, keep Attorney informed of developments, abide by this Contract, and keep Attorney advised of Client's address, telephone number and whereabouts.

3. **LEGAL FEES.** Client agrees to pay for legal services at Attorney's customary hourly rates as Follows:

Robert G. Uriarte, Esq.	\$375.00 per hour
Abby A. Wood, Esq.	\$325.00 per hour
James De Silva, Esq.	\$220.00 per hour

Client agrees to provide an earned upon receipt retainer of \$3,000.00 for the review of documents necessary and preparation of an emergency filing of a skeletal Chapter 11. In addition, Client or its principals will arrange for an additional retainer of \$25,000.00 within 15 days of this retainer, against which attorney may draw down as services are provided pursuant to applicable Bankruptcy Rules.

4. **COSTS AND EXPENSES.** Client will be responsible for filing fees required by the Court in addition to fees set forth herein. Faxes are charged at the rate of \$1.00 per page, copies are billed at \$0.25 per page; postage, and parking are billed at actual cost; mileage is billed at \$0.55 per mile; messenger and courier services to be billed at actual cost.

5. **STATEMENTS.** Will be provided on a monthly basis setting forth in detail the services provided and the time spent thereon. Costs will be itemized and billed as set forth above.

6. **DISCHARGE AND WITHDRAWAL.** Client may discharge Attorney at any time. Attorney may withdraw with Client's consent or for good cause. Good cause includes Client's breach of this Contract, Client's refusal to cooperate with Attorney or to follow Attorney's advice on

a material matter or any other fact or circumstance that would render Attorney's continuing representation unlawful or unethical. If Attorney's services are terminated prior to resolution of this matter, then Attorneys shall be entitled to all unpaid invoices at the hourly rates set forth above multiplied by the number of hours reasonably expended in representing Client in this matter.

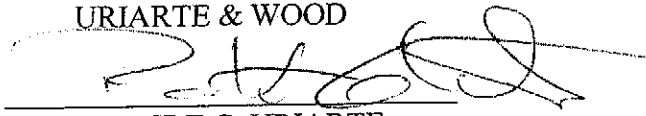
7. **CONCLUSION OF SERVICES.** When Attorney's services conclude, all unpaid charges will become immediately due and payable. After Attorney's services conclude, Attorney will, upon Client's request, deliver Client's files to Client, along with any Client funds or property in Attorney's possession.

8. **DISCLAIMER OF GUARANTEE.** Nothing in this Contract and nothing in Attorney's statements to Client will be construed as a promise or guarantee about the outcome of Client's Matter. Attorney makes no such promises or guarantees. Attorney's comments about the outcome of Client's matter are expressions of opinion only.

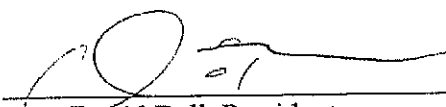
9. **EFFECTIVE DATE.** This Contract will take effect when Client has performed the conditions stated on paragraph 1 but its effective date will be retroactive to the date Attorney first provided services.

10. **DISPUTES.** Should any dispute arise in connection with fees due under this Agreement, or should any litigation or other proceeding be initiated by either Attorney or Client relating to or arising from this agreement, the prevailing party in any such proceeding shall be entitled to collect its reasonable attorney's fees and costs relating thereto.

Date: March 5, 2010

URIARTE & WOOD

By: ROBERT G. URIARTE

Date: March 5, 2010


By: David Bell, President
UST Development, Inc.

Date: March 5, 2010

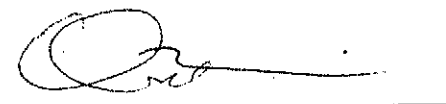

By: David Bell, individually

EXHIBIT 2

18-395/1222
26104032


856

**CYNTHIA BELL
DAVID BELL**
3305 PARK VISTA DR.
LA CRESCENTA, CA 91214

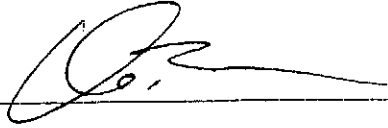
DATE 4/08/10

PAY TO THE ORDER OF URIARTE & WOOD \$ 25,000

Twenty Five Thousand DOLLARS

 **CATHAY BANK**
Member of FDIC
1139 WEST HUNTINGTON DRIVE
ARCADIA, CALIFORNIA 91007 1-800-422-8429

MEMO _____



⑆ 122203950⑆ 0856 26 104 032⑈

NON SUFFICIENT FUNDS

DAVID BELL
3305 PARK VISTA DR.
LA CRESCENTA, CA 91214

16-395/1222
26104032
DATE 4/21/10

395

PAY TO THE ORDER OF URIARTE & WOOD \$ 20,000
Twenty Thousand DOLLARS

CATHAY BANK
Member of FDIC
1130 WEST HUNTINGTON DRIVE
ARCADIA, CALIFORNIA 91007
1-800-922-8429

MEMO _____

⑆ 122203950⑆ 0395 26 104 032 ⑈

UCF 4-21-10 10:40am Am

NON SUFFICIENT FUNDS

CYNTHIA BELL
3305 PARK VISTA DR.
LA CRESCENTA, CA 91214

16-395/1222
26104032
DATE 4/21/10

380 Am

PAY TO THE ORDER OF URIARTE & WOOD \$ 5,000
Five Thousand DOLLARS

CATHAY BANK
Member of FDIC
1130 WEST HUNTINGTON DRIVE
ARCADIA, CALIFORNIA 91007
1-800-922-8429

MEMO _____

⑆ 122203950⑆ 0380 26 104 032 ⑈

Date	Attorney	Rate: RGU 375, AAW 325, JAD 220	Description	Time	Administrative/ Litigation/ Claims/ Fee App	Total Charge
3/8/2010	JAD	\$220.00	Call to trustee to obtain contact information for U.S. Trustee attorney and analyst assigned to case.	0.20	Admin	\$44.00
3/8/2010	JAD	\$220.00	Call with David Bell regarding documents filed on Friday for submission to licensing board.	0.10	Admin	\$22.00
3/8/2010	JAD	\$220.00	Scan and email bankruptcy documents for client to send to licensing board.	0.10	Admin	\$22.00
3/8/2010	JAD	\$220.00	Preparation and emailing of insider compensation documents.	1.00	Admin	\$220.00
3/8/2010	JAD	\$220.00	Creation of top 20 creditor service list and labels.	0.40	Admin	\$88.00
3/8/2010	JAD	\$220.00	Call with David Bell re: certified payroll checks and closing of bank accounts.	0.10	Admin	\$22.00
3/9/2010	JAD	\$220.00	Preparation of exhibits for app to employ	0.30	Admin	\$66.00
3/9/2010	JAD	\$220.00	Preparation of documents for 7 day packet	1.70	Admin	\$374.00
3/9/2010	JAD	\$220.00	Finalize pleadings for application to employ	0.80	Admin	\$176.00
3/9/2010	JAD	\$220.00	Phone call to David Bell re: completion of insider compensation documents and signature on application to employ firm	0.10	Admin	\$22.00
3/9/2010	JAD	\$220.00	Preparation of notice for application to employ email signature page of application to employ to David Bell	0.50	Admin	\$110.00
3/9/2010	JAD	\$220.00	Creation of proof of service for application to employ	0.10	Admin	\$22.00
3/9/2010	JAD	\$220.00	Prepare 7 day requirement documents and checklists for meeting with Debtor	0.30	Admin	\$66.00
3/10/2010	JAD	\$220.00	Drive and meet with clients to discuss 7 day packet and upcoming requirements	0.50	Admin	\$110.00
3/10/2010	JAD	\$220.00	Email Darcy re: financial reporting and bank account requirements for 7 day packet	3.00	Admin	\$660.00
3/10/2010	JAD	\$220.00	Email David Bell re: statement of major issues and timetable report	0.30	Admin	\$66.00
3/10/2010	JAD	\$220.00	Email Darcy re: conducting inventory	0.20	Admin	\$44.00
3/10/2010	JAD	\$220.00	Email Ham re: cash flow statement for 7 day packet	0.10	Admin	\$22.00
3/10/2010	JAD	\$220.00	Phone call with David Bell re: re-emailing insider compensation docs; send email	0.10	Admin	\$22.00
3/10/2010	JAD	\$220.00	Phone calls with David Bell re: 7 day packet requirements and tax filings	0.10	Admin	\$22.00
3/11/2010	JAD	\$220.00	Draft declaration for David Bell regarding closing of pre-petition bank accounts	0.20	Admin	\$44.00
3/12/2010	JAD	\$220.00	Draft declaration for David Bell regarding insurance coverage	0.50	Admin	\$110.00
3/12/2010	JAD	\$220.00	Print out and review client documents for 7 day packet including bank account and insurance information	0.50	Admin	\$110.00
3/12/2010	JAD	\$220.00	Review inventory	0.20	Admin	\$44.00
3/12/2010	JAD	\$220.00	Phone call with IRS re EIN number	0.20	Admin	\$44.00
3/12/2010	JAD	\$220.00	Phone call with David Bell re: information required for 7 day packet	0.30	Admin	\$66.00
3/12/2010	JAD	\$220.00	Review cash flow statement	0.50	Admin	\$110.00
3/12/2010	JAD	\$220.00	Review balance sheet and other financial reporting documents for 7 day packet	0.30	Admin	\$66.00
3/12/2010	JAD	\$220.00	Prepare explanation for documents omitted from 7 day packet	0.50	Admin	\$110.00
3/12/2010	JAD	\$220.00	Review and amend narrative for 7 day packet	0.50	Admin	\$110.00
3/12/2010	JAD	\$220.00	Call trustee to inform of documents omitted from 7 day packet and to obtain email address	0.20	Admin	\$44.00
3/12/2010	JAD	\$220.00	Finalize and prepare 7 day packet and email to US Trustee's attorney	0.50	Admin	\$110.00
3/12/2010	JAD	\$220.00	Meet with Robert re completion of schedules for submission and contacting sub contractors re stop notices	0.30	Admin	\$66.00
3/16/2010	JAD	\$220.00	At UST	2.40	Admin	\$528.00
3/17/2010	JAD	\$220.00	Email Darcy with information for additional BK filing	0.50	Admin	\$110.00
3/17/2010	JAD	\$220.00	Prepare schedules for 14 day requirements	0.50	Admin	\$110.00
3/17/2010	JAD	\$220.00	Phone call with Darcy re: financial statement for filing	0.30	Admin	\$66.00
3/17/2010	JAD	\$220.00	Phone call with David Bell regarding stip to lift automatic stay	0.10	Admin	\$37.50
3/17/2010	RGU	\$375.00				

R:\UST Development\Fees & Costs final.xls

3/19/2010	JAD	\$220.00 Email Darcy re: UST taxes	0.10 Admin	\$22.00
3/19/2010	JAD	\$220.00 Phone call to Darcy re: financial statement	0.10 Admin	\$22.00
3/19/2010	JAD	\$220.00 Review documents for filing of schedules	5.00 Admin	\$1,100.00
3/19/2010	RGU	\$375.00 Review documents for filing of schedules	3.50 Admin	\$1,312.50
3/23/2010	RGU	\$375.00 Phone call with David Bell re: status of case	0.10 Admin	\$37.50
3/26/2010	JAD	\$220.00 Email schedules to Dennis Baranowski	0.20 Admin	\$44.00
3/29/2010	AAW	\$325.00 Phone call with David Bell re: retainer	0.10 Admin	\$32.50
3/30/2010	JAD	\$220.00 Phone call with David Bell re: hearing	0.10 Admin	\$22.00
3/30/2010	AAW	\$325.00 Phone call with David Bell re Porsche & Escalades	0.10 Admin	\$32.50
3/30/2010	JAD	\$2.00 Courthouse parking for appearance at hearing for motion to lift auto stay	1.00 Admin	\$2.00
4/1/2010	RGU	\$375.00 Drive and meet with First Seaford counsel	6.50 Admin	\$2,437.50
4/1/2010	JAD	\$220.00 Finalize and file app to employ	1.00 Admin	\$220.00
4/1/2010	JAD	\$220.00 Phone call with Dennis Baranowski re: Porsche	0.10 Admin	\$22.00
4/2/2010	JAD	\$220.00 Draft letter to clerk re: courtesy copy of app to employ	0.1 Admin	\$22.00
4/2/2010	RGU	\$375.00 IDI with analyst and US Trustee attorney at client's facility	3.5 Admin	\$1,312.50
4/13/2010	JAD	\$220.00 Prepare additional exhibits and forms for notice to show cause re: dismissal	1 Admin	\$220.00
4/14/2010	JAD	\$220.00 Review documents for client meeting and prepare updated insider compensation documents	1 Admin	\$220.00
4/14/2010	JAD	\$220.00 Phone call with Marilyn Klinger re: insider compensation documents	0.1 Admin	\$22.00
4/14/2010	JAD	\$220.00 File additional document and exhibits	1 Admin	\$220.00
4/14/2010	JAD	\$220.00 Draft letter and mail courtesy copy of filed documents to judge	0.1 Admin	\$22.00
4/15/2010	JAD	\$220.00 Draft and file response to order to show cause re: dismissal	1 Admin	\$220.00
4/20/2010	RGU	\$375.00 Drive to UST office and meet with David Bell	1.5 Admin	\$562.50
4/21/2010	JAD	\$220.00 Draft declaration re no opposition to application to employ Uriarte & Wood	0.5 Admin	\$110.00
4/21/2010	JAD	\$220.00 Prepare Professional Fee Statement	0.4 Admin	\$88.00
4/21/2010	JAD	\$220.00 File declaration and orders	0.5 Admin	\$110.00
4/27/2010	JAD	\$220.00 Prepare notice and documents for service of setting case management conference	0.5 Admin	\$110.00
4/28/2010	JAD	\$220.00 Review motions for lift on automatic stay	1 Admin	\$220.00
5/10/2010	JAD	\$220.00 Prepare status conference report	1 Admin	\$220.00
5/10/2010	RGU	\$375.00 Draft motion to withdraw	1 Admin	\$375.00
5/25/2010	RGU	\$375.00 Drive time to Riverside courthouse and make appearance	3 Admin	\$1,125.00
4/6/2010	JAD	\$220.00 Phone call with Don Dunning re: John Deere equip.	0.2 Admin	\$44.00
4/7/2010	RGU	\$375.00 Phone call with David Bell re assets & evaluation	0.5 Admin	\$187.50
4/8/2010	RGU	\$375.00 Phone calls with David Bell re 341(a)	0.2 Admin	\$75.00
4/8/2010	RGU	\$375.00 Travel to & appear at 341(a) hearing	3.5 Admin	\$1,312.50
5/4/2010	RGG	\$375.00 email response to Bell re continued representation	0.1 Admin	\$37.50
5/11/2010	RGU	\$375.00 Review scheduling order and email to Bell re same	0.2 Admin	\$75.00
3/11/2010	JAD	\$220.00 Draft email to CSLB regarding complaint	0.30 Claims	\$66.00
3/11/2010	JAD	\$220.00 email David Bell re: contact info for subs that filed stop notices	0.10 Claims	\$22.00
3/11/2010	RGU	\$375.00 Robert phone call with David re: stop notice claims	0.20 Claims	\$75.00
3/15/2010	RGU	\$375.00 Phone call with A Cone Zone re stop notice	0.20 Claims	\$75.00
3/15/2010	JAD	\$220.00 Phone call with David Bell re stop notice	0.20 Claims	\$44.00
3/15/2010	JAD	\$220.00 Phone call with David Bell re stop notice and city of indio contacts	0.20 Claims	\$44.00
3/15/2010	JAD	\$220.00 Phone call with David Bell re spreadsheet with costs for indio job	0.30 Claims	\$66.00
3/15/2010	RGU	\$375.00 Phone call with James Donich, atty for City of Indio re stop notices	0.50 Claims	\$187.50
3/15/2010	RGU	\$375.00 Phone call with David Bell re calls with subs that filed stop notices	0.30 Claims	\$112.50
3/15/2010	JAD	\$220.00 Phone call with city of Indio re stop notices on job	0.30 Claims	\$66.00
3/16/2010	RGU	\$375.00 Phone call with Jim Keating	0.50 Claims	\$187.50
3/16/2010	JAD	\$220.00 Phone call with creditor	0.10 Claims	\$22.00
3/16/2010	JAD	\$220.00 Phone call with Ham re: SeaWest	0.20 Claims	\$44.00
3/16/2010	JAD	\$220.00 Email Sonya Wilson at CSLB about claim	0.20 Claims	\$44.00
3/16/2010	JAD	\$220.00 Phone call with Melinda Ramirez at SeaWest re: proof of ordering materials for job	0.20 Claims	\$44.00
3/16/2010	JAD	\$220.00 Phone call with Ham re: SeaWest	0.10 Claims	\$22.00
3/16/2010	JAD	\$220.00 Email Ham re: SeaWest requests	0.20 Claims	\$44.00
3/16/2010	JAD	\$220.00 Respond to Sonya Wilson at CSLB	0.30 Claims	\$66.00

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3/16/2010	RGU	\$375.00	Phone call with David Bell re: Indio job	0.40	Claims	\$150.00
3/16/2010	JAD	\$220.00	Phone call with David Bell re: Switch Gear	0.10	Claims	\$22.00
3/17/2010	RGU	\$375.00	Phone call with Marilyn Klinger re: Indio	0.30	Claims	\$112.50
			Check creditor list for Denise Schere; email David Bell			
3/17/2010	JAD	\$220.00	about adding creditor to BK	0.30	Claims	\$66.00
			Call with David Bell re: taking equipment off of Indio job			
3/17/2010	JAD	\$220.00	site	0.20	Claims	\$44.00
3/17/2010	JAD	\$220.00	Call James Donich re taking equipment off Indio job site	0.10	Claims	\$22.00
3/17/2010	JAD	\$220.00	Email James Donich re taking equipment off site	0.20	Claims	\$44.00
			Phone call with James Donich re: equipment off Indio job			
3/17/2010	JAD	\$220.00	site	0.10	Claims	\$22.00
			Phone call to Karen Hawksworth re: equipment off Indio			
3/17/2010	JAD	\$220.00	job site	0.10	Claims	\$22.00
			Phone call from Karen Hawksworth re: equipment off Indio			
3/17/2010	JAD	\$220.00	job site	0.10	Claims	\$22.00
3/17/2010	JAD	\$220.00	Phone call David Bell re: equipment off Indio site	0.10	Claims	\$22.00
3/17/2010	JAD	\$220.00	Phone call with Ham re: equipment off Indio site	0.10	Claims	\$22.00
3/17/2010	JAD	\$220.00	Phone call with Karen Hawksworth re: equip of Indio site	0.10	Claims	\$22.00
3/17/2010	JAD	\$220.00	Email Darcy re: financial statement for additional filing	0.10	Claims	\$22.00
3/17/2010	JAD	\$220.00	Phone call with Karen Hawksworth re: equip of Indio site	0.10	Claims	\$22.00
3/17/2010	JAD	\$220.00	Phone call with Ham re: equipment off Indio site	0.10	Claims	\$22.00
3/18/2010	JAD	\$220.00	Phone call with Karen Hawksworth re: equip of Indio site	0.10	Claims	\$22.00
3/19/2010	JAD	\$220.00	Phone call with Karen Hawksworth re: equip of Indio site	0.10	Claims	\$22.00
			Phone call and email Ham to let him know Indio job site			
3/19/2010	JAD	\$220.00	will be opened up to remove equipment	0.10	Claims	\$22.00
			Phone call with David Bell regarding stip to lift automatic			
3/22/2010	RGU	\$375.00	stay	0.10	Claims	\$37.50
			Phone call with David Bell regarding stip to lift automatic			
3/22/2010	RGU	\$375.00	stay	0.10	Claims	\$37.50
			Phone call with US Trusee atty regarding stip to lift			
3/22/2010	RGU	\$375.00	automatic stay	0.10	Claims	\$37.50
			Phone call with Marilyn Klinger re: stip to lift automatic			
3/22/2010	JAD	\$220.00	stay	0.10	Claims	\$22.00
			Phone call with Matt Hicks (Marilyn Klinger's office) re stip			
3/22/2010	RGU	\$375.00	and automatic stay	0.20	Claims	\$75.00
			Phone call with David Bell regarding stip to lift automatic			
3/22/2010	RGU	\$375.00	stay	0.1	Claims	\$37.50
			Phone call with Marilyn Klinger re: stip to lift automatic			
3/23/2010	RGU	\$375.00	stay	0.10	Claims	\$37.50
3/23/2010	JAD	\$220.00	Create service list for special notice creditors	0.20	Claims	\$44.00
			Email Marilyn Klinger and Matt Hicks re: stip to lift			
3/23/2010	JAD	\$220.00	automatic stay	0.20	Claims	\$44.00
3/23/2010	RGU	\$375.00	Phone call with David Bell re: First Sealord	0.20	Claims	\$75.00
			Email Marilyn Klinger and Matt Hicks re: stip to lift			
3/23/2010	JAD	\$220.00	automatic stay and other ongoing projects	0.30	Claims	\$66.00
3/24/2010	RGU	\$375.00	Phone call with Mr. Lerner counsel for Steiny	0.20	Claims	\$75.00
3/25/2010	JAD	\$220.00	Phone call with Bob attorney for Porsche financial	0.40	Claims	\$88.00
3/25/2010	JAD	\$220.00	Phone call with David Bell re: cars	0.20	Claims	\$44.00
3/25/2010	AAW	\$325.00	Phone call with David Bell re: cars	0.30	Claims	\$97.50
3/25/2010	AAW	\$325.00	Phone call with David Bell re: cars	0.20	Claims	\$65.00
			Phone call with Dennis Baranowski re: adding Porches to			
3/25/2010	JAD	\$220.00	UST Dry Ch. 7	0.30	Claims	\$66.00
3/25/2010	AAW	\$325.00	Phone call with David Bell re: Porsches	0.10	Claims	\$32.50
3/25/2010	JAD	\$220.00	Fax Porsche lease document to Dennis Baranowski	0.10	Claims	\$22.00
3/25/2010	JAD	\$220.00	Email Matt Hicks re: meeting with First Sealord	0.20	Claims	\$44.00
3/26/2010	JAD	\$220.00	Phone call with Ham re: porsche	0.20	Claims	\$44.00
3/26/2010	AAW	\$325.00	Phone call with David Bell re: Porsches	0.10	Claims	\$32.50
3/26/2010	AAW	\$325.00	Phone call with David Bell re: Porsches	0.10	Claims	\$32.50
3/26/2010	JAD	\$220.00	Phone and email Robert Beck re: Porsches	0.30	Claims	\$66.00
3/26/2010	JAD	\$220.00	Phone call with David Bell re: Porsches	0.20	Claims	\$44.00
3/26/2010	JAD	\$220.00	Phone call with David Bell re: Porsches	0.10	Claims	\$22.00
3/29/2010	JAD	\$220.00	Phone call with David Bell re: Porsches	0.20	Claims	\$44.00
3/29/2010	JAD	\$220.00	Phone call with David Bell re: Porsches	0.20	Claims	\$44.00
3/29/2010	JAD	\$220.00	Email Robert Beck re: Porsches	0.20	Claims	\$44.00
			Phone call with Jamie Meyer re: principals of UST			
3/30/2010	JAD	\$220.00	individually guaranteeing bonds	0.20	Claims	\$44.00

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Date	Initials	Amount	Description	Quantity	Category	Rate
3/30/2010	JAD	\$220.00	Phone call with Robert Beck re: Porsches	0.20	Claims	\$44.00
3/30/2010	JAD	\$220.00	Drive to courthouse and appear for motion to lift automatic stay	2.50	Claims	\$550.00
3/30/2010	JAD	\$220.00	Meet with client re: auto stay and Porsches and meeting with First Sealord	2.00	Claims	\$440.00
3/31/2010	JAD	\$220.00	Email Dave Bell re: meeting with First Sealord	0.50	Claims	\$110.00
3/31/2010	JAD	\$220.00	Phone call with Dave Bell re: meeting with First Sealord	0.50	Claims	\$110.00
4/1/2010	JAD	\$220.00	Phone call with Don Dunning, counsel for John Deere, re: post petition lease payments	0.10	Claims	\$22.00
4/16/2010	JAD	\$220.00	Phone call with Jeff Skiljan counsel for Electrical Sales	0.1	Claims	\$22.00
4/19/2010	JAD	\$220.00	Phone call with Leib Lerner counsel for Steiny	0.2	Claims	\$44.00
4/20/2010	JAD	\$220.00	Phone call with Richard Donahoo (counsel for workers filing wage and hour claims)	0.2	Claims	\$44.00
4/21/2010	JAD	\$220.00	Call and email Darcy re: amounts owed Calmex and Granite on Indio job	0.3	Claims	\$66.00
4/21/2010	JAD	\$220.00	Email Matt Hicks re: amounts owed Calmex and Granite on Indio job	0.1	Claims	\$22.00
4/21/2010	JAD	\$220.00	Email Darcy re: amounts owed Calmex and Granite on Indio job	0.1	Claims	\$22.00
4/26/2010	JAD	\$220.00	Phone call with Don Dunning re: John Deere equip and post-petition payments	0.1	Claims	\$22.00
4/26/2010	JAD	\$220.00	Email Matt Hicks re: information to First Sealord	0.1	Claims	\$22.00
4/2/2010		\$0.25	Copy app to employ and notice of app to employ to send to BK judge (3 copies x 16 pages each)	24	Copy	\$6.00
4/1/2010		\$0.25	Copy app to employ and notice of app to employ to send to BK judge (3 copies x 16 pages each)	48.00	Copy	\$12.00
4/1/2010		\$0.25	Copy notice of app to employ (23 copies x 3 pages each)	69.00	Copy	\$17.25
4/2/2010		\$0.25	Copy notice of setting insider compensation (149 pages)	149	Copy	\$37.25
4/21/2010		\$0.25	Copies of declaration and proposed order for courtesy copy to judge and service copy to US Trustee 62 pages total	62	Copy	\$15.50
4/27/2010	JAD	\$0.25	33 copy sets x 4 pages per copy	132	Copy	\$33.00
3/8/2010	RGU	\$375.00	Preparation of application to employ, notice, proposed order, declaration of RGU	2.50	Fee App	\$937.50
3/10/2010	JAD	\$220.00	Draft letter to CSLB re: complaint filed against UST and email letter to Ham	0.30	Litigation	\$66.00
3/10/2010	JAD	\$220.00	Research status of litigation cases	0.50	Litigation	\$110.00
3/11/2010	JAD	\$220.00	Review lawsuit filed by First Sealord Surety	1.00	Litigation	\$220.00
3/11/2010	RGU	\$375.00	Meet with Robert and call David Bell re: First Sealord Surety	0.40	Litigation	\$150.00
3/11/2010	JAD	\$220.00	Email Ham re: name of company that filed complaint with CSLB	0.10	Litigation	\$22.00
3/12/2010	JAD	\$220.00	Discuss filing of automatic stay notices with RGU	0.20	Litigation	\$44.00
4/1/2010	JAD	\$220.00	Drive and meet with First Sealord counsel	6.50	Litigation	\$1,430.00
4/20/2010	JAD	\$220.00	Email Matt Hicks re: Cisnero's lawsuit, First Sealord information requests, and Essco claim on Rancho job	0.5	Litigation	\$110.00
4/28/2010	RGU	\$220.00	Draft letter to client regarding breach of retainer	1	Litigation	\$220.00
5/14/2010	JAD	\$220.00	Review complaint to determine non-dischargeability	1	Litigation	\$220.00
3/11/2010	JAD	\$220.00	Draft response to email from CSLB, scan appropriate documents	0.50	Litigation	\$110.00
3/31/2010	JAD	\$220.00	Review documents for meeting with First Sealord	0.80	Litigation	\$176.00
3/30/2010	JAD	\$0.55	Mileage to courthouse	87.00	Mileage	\$47.85
3/11/2010	JAD	\$0.55	Drive to UST office = 15.7 mi each way, 31.4 round trip	31.40	Mileage	\$17.27
3/16/2010	JAD	\$0.55	Drive to UST office = 15.7 mi each way, 31.4 round trip	31.40	Mileage	\$17.27
4/1/2010	JAD	\$0.55	Drive to Sedgwick office roundtrip = 54.6 miles	54.60	Mileage	\$30.03
4/2/2010	RGU	\$0.55	Drive to Sedgwick office roundtrip = 54.6 miles	31.4	Mileage	\$17.27
4/8/2010	RGU	\$0.55	Drive to client's office = 31.4 roundtrip	80.00	Mileage	\$44.00
4/20/2010	JAD	\$0.55	Drive to trustee's office for 341(a)	31.4	Mileage	\$17.27
4/2/2010		\$1.56	Postage for mailing to BK judge (app to employ and notice)	1	Postage	\$1.56
3/11/2010	JAD	\$0.44	Postage for letter to CSLB	1.00	Postage	\$0.44
4/1/2010		\$0.78	Postage to serve app to employ (3 mailings x .78 postage)	3.00	Postage	\$2.34
4/1/2010		\$0.44	Postage to serve notice of app to employ (23 mailings x .44)	23.00	Postage	\$10.12
4/2/2010		\$0.78	Postage for mailing to BK judge (notice of setting insider compensation)	1	Postage	\$0.78
4/14/2010		\$0.61	Postage for mailing to BK judge (notice of setting insider compensation)	1	Postage	\$0.61

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4/21/2010	\$1.73 Postage for service copy to US Trustee \$1.73	1 Postage	\$1.73
4/21/2010	\$1.90 Postage for courtesy copy to judge \$1.90	1 Postage	\$1.90
4/27/2010 JAD	\$0.44 Postage for 33 mailings	33 Postage	\$14.52
	Outgoing Fax	\$1.00 per fax	
	Mileage	\$0.55 per mile	\$190.96
	Copies	\$0.25 per copy	\$121.00
	Postage	actual	\$34.00
	Parking	actual	
	TOTAL		\$25,490.46