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**Guttilla & Murphy, PC**  
Firm No. 00133300  
Patrick M. Murphy (No. 002964)  
4150 West Northern Ave.  
Phoenix, Arizona 85051  
(623) 937-2795

COPY

Attorneys for the Receiver

IN THE SUPERIOR COURT FOR THE STATE OF ARIZONA  
IN AND FOR THE COUNTY OF MARICOPA

Arizona Corporation Commission,  
Plaintiff,  
v.  
One Vision Children's Foundation, Inc.,  
an Arizona non-profit corporation;  
Hollister M. Marx, an individual; Wealth  
Management Resources, Inc., an Arizona  
corporation; Michael B. and Betty  
Maksudian, husband and wife; Michael  
A. and Lorrina Diaz, husband and wife,  
Defendants.

Cause No. CV 2002-020878

PETITION NO. 19  
PETITION TO ENGAGE THE LAW FIRM  
OF HOWELL & FISHER, PLLC

(Assigned to Judge Kenneth L. Fields)

Lawrence J. Warfield, as the court appointed Receiver, respectfully petitions the Court  
as follows:

1. On October 28, 2002, this Court entered its *Order Appointing Receiver*, which  
appointed Lawrence J. Warfield as Receiver of all of the assets of One Vision Children's  
Foundation, Inc. and Wealth Management Resources, Inc. ("Receivership Order").

1           2.     The Receivership Order further authorized the Receiver to employ such  
2 employees, accounts and attorneys as are necessary in the performance of the Receiver’s  
3 duties.

4           3.     The Receiver requests that the Court approve the Receiver’s use of the law firm  
5 of Howell & Fisher, PLLC located in Nashville, Tennessee.

6           4.     The Receiver has, subject to this Court’s approval, entered into an Engagement  
7 Agreement with Howell & Fisher, PLLC (“Howell & Fisher”), a copy of which is attached as  
8 Exhibit “A” to this Petition. The Receiver requests that the Court approve the engagement of  
9 Howell & Fisher as legal counsel to the Receiver and that it be compensated as provided in  
10 Exhibit “A”.

11          5.     Howell & Fisher is qualified to serve as legal counsel to the Receiver in the  
12 State of Tennessee to represent the Receiver in litigation against Merchant Capital and others.  
13 The rates set forth in Exhibit “A” are reasonable.

14           WHEREFORE, the Receiver respectfully requests that the Court enter an order:

15          1.     Authorizing the Receiver to hire the law firm of Howell & Fisher to represent  
16 the Receiver in the State of Tennessee in litigation against Merchant Capital and others.

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## ENGAGEMENT AGREEMENT

**THIS ENGAGEMENT AGREEMENT**, made and entered into effective October 28, 2002, by and between Lawrence J. Warfield, Receiver ("Receiver"), and Howell & Fisher, PLLC located in Nashville, Tennessee ("Firm").

### WITNESSETH

WHEREAS, the Receiver was appointed the receiver of all of the assets of One Vision Children's Foundation, Inc. and Wealth Management Resources, Inc. ("Receivership Assets") by Order of the Arizona Superior Court for Maricopa County, on October 28, 2002, in Cause No. CV 2002-020878, ("Receivership Court") and the Receivership Order, among other things, provides that the Receiver is authorized to engage and employ employees, accountants, attorneys and agents as he deems necessary and proper for the collection, preservation, maintenance and operation of the Receivership Assets; and

WHEREAS, the Receiver is in need of the services of legal counsel to represent the Receiver in litigation against Merchant Capital and others; and

WHEREAS, the Firm is willing to provide such services to the Receiver.

NOW, THEREFORE, it is mutually agreed that:

1. The Receiver does hereby engage of the Firm and the Firm does hereby accept said engagement to act as legal counsel for the purpose stated above.
2. In consideration of the services to be rendered hereunder, it is agreed that

the Firm shall be compensated at rates not to exceed the following:

<u>Professional Staff:</u>	<u>Maximum Hourly Rate</u>
Member	\$180/per hour - \$265/per hour
Associate	\$120/per hour
Paralegal	\$ 85.00/per hour

3. Compensation to the Firm under this Agreement, together with all reasonable costs and expenses incurred relating to these services, shall be payable out of Receivership Assets.

4. Reasonable and necessary expenses incurred by the Firm in providing services under this Agreement will be compensated at the rate of \$.50 per page for outgoing facsimile copies and \$.20 per page for photocopies. Incoming facsimile copies will be compensated solely at the photocopy rate of \$.20 per page. In the case of travel and other expenses only the actual charges, costs and expenses incurred and paid by the Firm will be reimbursed. All travel must be pre-approved by the Receiver. Overtime for support staff, word processing charges and administrative charges or other add-on expenses will not be paid.

5. Payments under this Agreement are subject to review by the Receiver and then Petition to and approval by the Receivership Court. All billing statements shall be detailed and all expenses shall be itemized and supported by attached receipts and other

documentation, and shall be submitted to the Receiver within three months of the date the service is provided. Failure to submit a timely billing statement shall be a basis for the Receiver to decline to submit the statement for approval by the Receivership Court or for the Receivership Court to deny payment for such services.

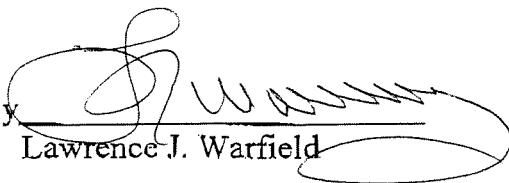
6. The Firm is retained by the Receiver for the purposes set forth in this Agreement. The Firm is free to dispose of such portion of its time, energy and skill, as is not required to be devoted to the Receiver, in such manner and to such persons as it deems appropriate.

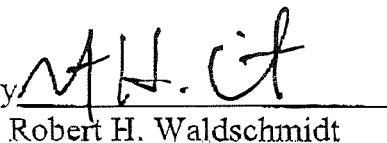
7. This Engagement Agreement is subject to the approval of the Receivership Court and may be terminated by either party upon written notice.

IN WITNESS WHEREOF, we have hereunto set our hands on the day, month and year above written.

**Lawrence J. Warfield**  
Receiver

**HOWELL & FISHER, PLLC**

By   
Lawrence J. Warfield

By   
Robert H. Waldschmidt