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8 Attorneys for Thomas C. Hebrank,
 Permanent Receiver
 9

10 UNITED STATES DISTRICT COURT

11 CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

12
 13 SECURITIES AND EXCHANGE
 COMMISSION,

14 Plaintiff,

15 v.

16 CHARLES P. COPELAND,
 17 COPELAND WEALTH
 MANAGEMENT, A FINANCIAL
 18 ADVISORY CORPORATION,
 19 AND COPELAND WEALTH
 MANAGEMENT, A REAL
 20 ESTATE CORPORATION,

21 Defendants.

CASE NO. 11-cv-08607-R-DTB

**NOTICE OF MOTION AND
 MOTION FOR ORDER
 APPROVING SETTLEMENT WITH
 NOTES RECEIVABLE ACCOUNT
 DEBTOR JOHN V. NIZZIA**

Date: September 16, 2013
 Time: 10:00 a.m.
 Ctrm: 8, 2nd Floor
 Judge: Hon. Manuel L. Real

22 **TO ALL INTERESTED PARTIES:**

23 **Please Take Notice** that on September 16, 2013, at 10:00 a.m., in
 24 Courtroom 8 of the above-entitled Court located at 312 N. Spring Street,
 25 Los Angeles, California 90012, a hearing will be held on the Motion of
 26 Thomas C. Hebrank (“Receiver”), the court-appointed Permanent
 27 Receiver for Copeland Wealth Management, a Financial Advisory
 Corporation, Copeland Wealth Management, a Real Estate Corporation,
 28

1 and their subsidiaries and affiliates (collectively “Receivership Entities”),
2 for an Order Approving Settlement With Notes Receivable Account
3 Debtor John V. Nizzia.

4 The Motion is based on the Memorandum of Points and Authorities
5 and the Declaration of Thomas C. Hebrank In Support Of Motion For
6 Order Approving Settlement, each filed concurrently herewith. The
7 Motion and supporting papers are available at the Receiver’s website:
8 www.ethreadvisors.com, may be reviewed at the Clerk’s Office located
9 at 312 North Spring Street, Los Angeles, California 90012 during normal
10 business hours, or may be obtained by requesting a copy from the
11 Receiver’s counsel, Mulvaney Barry Beatty Linn & Mayers LLP, attention
12 Toby S. Kovalivker, by calling (619) 238-1010.

13 **Procedural Requirements:** If you oppose this Motion, you are
14 required to file your written opposition with the Office of the Clerk, United
15 States District Court, 312 North Spring Street, Los Angeles, California
16 90012, and serve the same on the undersigned not later than twenty-one
17 (21) days prior to the hearing.

18 IF YOU FAIL TO FILE AND SERVE A WRITTEN OPPOSITION by
19 the above date, the Court may grant the requested relief without further
20 notice.

21 **Requested Relief:** The relief requested is discussed in greater
22 detail in the Memorandum of Points and Authorities. To summarize, the
23 Receiver requests an Order approving a settlement between the
24 Receiver, on the one hand, and Notes Receivable Account Debtor John
25 V. Nizzia, on the other hand (“Settlement”), regarding a secured
26 obligation owed to Copeland Fixed Income Two, LP, a receivership entity
27 (“Obligation”). The Obligation is evidenced by a promissory note in the
28 original principal amount of \$150,000.00 (“Note”) the payment of which is

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1 secured by a Deed of Trust encumbering the real property commonly
2 known as 42695 Death Valley Road, Banning, CA 92220 (“Property”).

3 Since his appointment, the Receiver has actively and diligently
4 attempted to collect the amount due under the Obligation, leading to
5 negotiations, and ultimately a settlement of the Obligation (“Settlement”).
6 In general, the Settlement involves a short sale of the Property (“Short
7 Sale”) in accordance with the terms of an Agreement Regarding Release
8 of Collateral (“Agreement”) proposed to be entered into by the Receiver.
9 The operation and effectiveness of the Agreement is subject to Court
10 approval. A true and correct copy of the Agreement is attached to the
11 Receiver’s Declaration filed concurrently herewith as Exhibit “A”.

12 Pursuant to the Agreement, *inter alia*, the Receiver has agreed to
13 accept the net proceeds of the Short Sale in an amount no less than One
14 Hundred Twenty Nine Thousand Five Hundred Ten Dollars and Sixty
15 Seven Cents (\$129,510.67), in full satisfaction of the Obligation. Upon
16 payment of the settlement amount in full, the Receiver has agreed to
17 cancel the Note, deem the Obligation satisfied, and cease further
18 enforcement efforts, including non-judicial foreclosure proceedings.
19 Although the amount to be accepted by the Receiver pursuant to the
20 Settlement is less than the amount currently owed under the Obligation,
21 the Receiver believes that the Settlement involves a reasonable
22 resolution under the circumstances of the matter, and that the amount to
23 be collected pursuant to the Settlement represents the best possible
24 recovery under the circumstances of this case.

25 This Motion is made following efforts to confer with counsel
26 pursuant to L.R. 7-3 in connection with the approval of the agreement
27 which is the subject of this motion.

28 ///

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1 **NOTICE IS HEREBY GIVEN** that a proposed Order Approving
2 Settlement With Notes Receivable Account Debtor John V. Nizzia, a
3 true and correct copy of which is attached hereto as **Exhibit "A"** and by
4 this reference made a part hereof, has been lodged with the above-
5 entitled Court.

6 WHEREFORE, the Receiver requests that the Court grant the
7 relief requested herein and such other relief as may be appropriate
8 under the circumstances.

9 Dated: August 16, 2013

MULVANEY BARRY BEATTY LINN &
MAYERS LLP

By: /s/ Everett G. Barry, Jr.
Everett G. Barry, Jr.
Attorneys for Thomas C. Hebrank,
Permanent Receiver

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16 HEBCO.100.496360.1

EXHIBIT A

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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION – LOS ANGELES

SECURITIES AND EXCHANGE
COMMISSION,

Plaintiff,

v.

CHARLES P. COPELAND,
COPELAND WEALTH
MANAGEMENT, A FINANCIAL
ADVISORY CORPORATION,
AND COPELAND WEALTH
MANAGEMENT, A REAL
ESTATE CORPORATION,

Defendants.

CASE NO. 11-cv-08607-R-DTB

[PROPOSED]

**ORDER APPROVING
SETTLEMENT WITH NOTES
RECEIVABLE ACCOUNT
DEBTOR JOHN V. NIZZIA**

Date: September 16, 2013

Time: 10:00 a.m.

Ctrm: 8, 2nd Floor

Judge: Hon. Manuel L. Real

The Court, having considered the Motion for Order Approving Settlement with Notes Receivable Account Debtor John V. Nizzia and supporting documentation by Mulvaney Barry Beatty Linn & Mayers, LLP, counsel for Thomas C. Hebrank (“Receiver”), the court-appointed Permanent Receiver for Copeland Wealth Management, a Financial Advisory Corporation, Copeland Wealth Management, a

1 Real Estate Corporation, and their subsidiaries and affiliates, and any
2 opposition thereto, and good cause appearing therefor,

3 IT IS HEREBY ORDERED as follows:

4 1. The settlement between the Receiver, on the one hand, and
5 Notes Receivable Account Debtor John V. Nizzia (“J. Nizzia”), on the
6 other hand (“Settlement”), regarding a secured obligation owed by J.
7 Nizzia to Copeland Fixed Income Two, L.P., a Receivership Entity, is
8 approved;

9 2. The Agreement Regarding Release of Collateral attached as
10 **Exhibit “A”** to the Declaration of the Receiver in Support of Motion for
11 Order Approving Settlement with Notes Receivable Account Debtor
12 John V. Nizzia is approved.

13 **IT IS SO ORDERED.**

14 **Dated:** _____ **Judge, United States District Court**
15

16 Submitted by:

17 MULVANEY BARRY BEATTY LINN & MAYERS LLP
18

19 By: /s/ Everett G. Barry, Jr.
20 Attorneys for Thomas C. Hebrank, Permanent Receiver
21

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27 HEBCO.100.496965.1
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8 Attorneys for Thomas C. Hebrank,
 9 Permanent Receiver

10 UNITED STATES DISTRICT COURT

11 CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

12
 13 SECURITIES AND EXCHANGE
 COMMISSION,

14 Plaintiff,

15 v.

16 CHARLES P. COPELAND,
 17 COPELAND WEALTH
 MANAGEMENT, A FINANCIAL
 18 ADVISORY CORPORATION,
 AND COPELAND WEALTH
 19 MANAGEMENT, A REAL
 ESTATE CORPORATION,

20 Defendants.

CASE NO. 11-cv-08607-R-DTB

**MEMORANDUM OF POINTS AND
 AUTHORITIES IN SUPPORT OF
 MOTION FOR ORDER
 APPROVING SETTLEMENT WITH
 NOTES RECEIVABLE ACCOUNT
 DEBTOR JOHN V. NIZZIA**

Date: September 16, 2013

Time: 10:00 a.m.

Ctrm: 8, 2nd Floor

Judge: Hon. Manuel L. Real

21
 22 **MEMORANDUM OF POINTS AND AUTHORITIES**

23 **I.**

24 **INTRODUCTION**

25 Thomas C. Hebrank (“Receiver”), the court-appointed Permanent
 26 Receiver for Copeland Wealth Management, a Financial Advisory
 27 Corporation, Copeland Wealth Management, a Real Estate Corporation,
 28 and their subsidiaries and affiliates (“Receivership Entities”) including,

1 but not limited to, Copeland Fixed Income Two, LP (“CFI2”), hereby
2 submits the following Memorandum of Points and Authorities in support
3 of the Motion for an Order approving the settlement proposed to be
4 entered into by and between the Receiver, on the one hand, and John V.
5 Nizzia, an individual (“J. Nizzia”), on the other hand, as explained in
6 greater detail below.

7 **II.**

8 **PROCEDURAL BACKGROUND**

9 On October 18, 2011, the Securities and Exchange Commission
10 (“SEC”) filed its Complaint for Violations of The Federal Securities Law,
11 and the Proposed Judgment of Permanent Injunction and Other Relief as
12 to Defendants. Docket Nos. 1 and 2. On October 25, 2011, the Court
13 entered the Judgment of Permanent Injunction and Other Relief,
14 appointing Thomas C. Hebrank to be the permanent receiver for all
15 assets of the Receivership Entities, placing their assets into the
16 Receiver’s possession and control and granting him the full powers of an
17 equity receiver, including the power to make such agreements as may
18 be necessary and advisable in discharging his duties. (“10/25/11 Order”).
19 Docket No. 3.

20 On or about March 12, 2012, the Court issued an additional order
21 clarifying the scope of the subject receivership, which provided, *inter alia*,
22 as follows: (1) all of the assets of CFI2, including choses in action, are
23 included in the receivership; and (2) the Receiver has the authority to
24 pursue causes of action against third parties who owe money to the
25 Receivership Entities including, but not limited to, CFI2. Docket No. 53.

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III.

STATEMENT OF FACTS

The Receiver requests an Order approving a settlement between the Receiver, on the one hand, and Notes Receivable Account Debtor John V. Nizzia (“J. Nizzia”), on the other hand, regarding a secured obligation owed to CFI2 (“Settlement”). More specific facts relating to the Settlement are set forth below.

On or about March 9, 2007, CFI2 made a loan to Carolyn E. Nizzia (“C. Nizzia”)¹ and J. Nizzia (collectively “Borrowers”) in the original principal amount of \$150,000.00 (the “Loan”). (Declaration of Thomas C. Hebrank filed concurrently herewith (“Hebrank Declaration”) ¶ 4). The Loan is evidenced by, *inter alia*, a Straight Note (“Note”) in the original principal amount of \$150,000.00 (“Note”), dated March 9, 2007. (Id.) Pursuant to the terms of the Note, interest accrued at the rate of nine percent (9.00%) per annum, and interest payments in the amount of \$1,125.00 were due on or before the ninth (9th) day of each month. (Hebrank Declaration ¶ 5). Further, pursuant to the Note, the total unpaid principal balance, plus unpaid interest, was due and payable in full on March 9, 2009. (Id.)

The Note is secured by a first priority Deed of Trust and Assignment of Rents (“Deed of Trust”) dated March 9, 2007, by Borrowers, as Trustors, in favor of CFI2, as Trustee, for the benefit of CFI2, as Beneficiary, and recorded in the Official Records of the County Recorder of Riverside County, California on March 13, 2007, as Document No. 2007-0169786. (Hebrank Declaration ¶ 6). The Deed of Trust encumbers certain real property commonly known as 42695 Death

¹ C. Nizzia is deceased (Hebrank Declaration ¶ 4).

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1 Valley Road, Banning, CA 92220 ("Property") and more particularly
2 described in the Deed of Trust. (Id.)

3 The Note matured by its terms on March 9, 2009, and became
4 immediately due and payable in full as of that date. (Hebrank Declaration
5 ¶ 7). Borrowers defaulted on their obligations to CFI2 by failing to pay the
6 total amount due under the Note as of the maturity date. (Id.) Payments
7 have not been made on the Loan since April 9, 2012. (Id.)

8 As of July 29, 2013, there is now due, owing, and unpaid from
9 Borrowers to CFI2 the principal amount of \$150,000.00, plus accrued
10 unpaid interest to July 29, 2013 in the amount of \$17,607.24, plus
11 continuing interest from Jul 29, 2013 at the rate of nine percent (9.00%)
12 per annum until paid in full, plus attorney's fees and costs. (Hebrank
13 Declaration ¶ 8).

14 J. Nizzia has entered into a contract for sale of the Property
15 ("Sale") to Michael L. Farrar and Karale R. Farrar for the sale price of
16 \$140,000.00 ("Sale Price"), and an escrow has been opened in
17 connection therewith ("Escrow"). (Hebrank Declaration ¶ 9). In order to
18 avoid non-judicial foreclosure proceedings, J. Nizzia has requested that
19 the Receiver accept the net proceeds of the Sale ("Net Proceeds"),
20 which are less than the amount due under the Loan. (Id.)

21 Subject to court approval, the Receiver proposes to enter into an
22 "Agreement Regarding Release of Collateral" with J. Nizzia
23 ("Agreement") to facilitate the Sale. (Hebrank Declaration ¶ 10).
24 Pursuant to the terms of the Agreement, *inter alia*, the Receiver has
25 agreed to accept the Net Proceeds, in an amount not less than One
26 Hundred Twenty Nine Thousand Five Hundred Ten Dollars and Sixty
27 Seven Cents (\$129,510.67), in full satisfaction of the Loan. (Id.) The
28 Agreement provides that, *inter alia*, upon payment of the Net Proceeds,

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1 the Receiver shall cancel the Note, deem the Loan satisfied in full, and
2 cease further enforcement efforts, including non-judicial foreclosure
3 proceedings. (Hebrank Declaration ¶ 11). The complete terms of the
4 proposed Settlement are set forth in the Agreement, a true and correct
5 copy of which is attached as **Exhibit “A”** to the Hebrank Declaration,
6 and is incorporated herein by this reference as though set forth at length.
7 (Hebrank Declaration ¶ 12).

8 Although the amount to be accepted by the Receiver pursuant to
9 the short sale is less than the total amount currently owed under the
10 Loan, the Receiver believes that the Settlement involves a reasonable
11 and fair resolution under the circumstances of the matter. (Hebrank
12 Declaration ¶ 13). The Property consists of 20 acres on which a mobile
13 home is located. (Hebrank Declaration ¶ 14). As there is no permanent
14 foundation for the mobile home, it is not considered a single family
15 residence according to the California Department of Housing and
16 Community Development. (Id.) Therefore, financing for the Property is
17 difficult to secure. (Id.)

18 Additionally, an utility easement encumbers 10 acres of the
19 Property, thereby preventing the erection of any buildings or structures
20 on the encumbered portion of the Property. (Hebrank Declaration ¶ 15).
21 Given these circumstances, although the Property has been on the
22 market since October of 2011, no offers have been made on the
23 Property that exceed the Sale Price. (Hebrank Declaration ¶ 16). For
24 these reasons, the Receiver believes that the amount to be collected
25 pursuant to the Agreement represents the best possible recovery under
26 the Loan. (Hebrank Declaration ¶ 17).

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IV.
ARGUMENT

“The power of a district court to impose a receivership or grant other forms of ancillary relief does not in the first instance depend on a statutory grant of power from the securities laws. Rather, the authority derives from the inherent power of a court of equity to fashion effective relief.” *SEC v. Wencke*, 622 F.2d 1363, 1369 (9th Cir. 1980). The “primary purpose of equity receiverships is to promote orderly and efficient administration of the estate by the district court for the benefit of creditors.” *S.E.C. v. Hardy*, 803 F.2d 1034, 1038 (9th Cir. 1986). As the appointment of a receiver is authorized by the broad equitable powers of the court, any distribution of assets must also be done equitably and fairly. See *S.E.C. v. Elliot*, 953 F.2d 1560, 1569 (11th Cir. 1992).

District courts have the broad power of a court of equity to determine the appropriate action in the administration and supervision of an equity receivership. See *S.E.C. v. Capital Consultants, LLC*, 397 F.3d 733, 738 (9th Cir. 2005). The *Capital Consultants* Court directed:

A district court’s power to supervise an equity receivership and to determine the appropriate action to be taken in the administration of the receivership is extremely broad. The district court has broad powers and wide discretion to determine the appropriate relief in an equity receivership. The basis for this broad deference to the district court’s supervisory role in equity receiverships arises out of the fact that most receiverships involve multiple parties and complex transactions. A district court’s decision concerning the supervision of an equitable receivership is reviewed for abuse of discretion.

Id. (citations omitted); see also *Commodities Futures Trading Comm’n. v. Topworth Int’l, Ltd.*, 205 F.3d 1107, 1115 (9th Cir. 1999) (“This court affords ‘broad deference’ to the court’s supervisory role, and ‘we generally uphold reasonable procedures instituted by the district court

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1 that serve th[e] purpose’ of orderly and efficient administration of the
2 receivership for the benefit of creditors.”) Accordingly, the Court has
3 broad equitable powers and discretion in formulating procedures,
4 schedules, and guidelines for administration of the receivership estate
5 and disposition of receivership assets.

6 In this case, pursuant to the 10/25/11 Order, this Court granted
7 authorization for the Receiver to do the following:

8 (f) to make such payments and disbursements from the funds
9 and assets taken into custody, control and possession or
10 thereafter received by him or her, and to incur, or authorize
11 the making of, such agreements as may be necessary and
12 advisable in discharging his or her duties as permanent
13 receiver;

14 . . .

15 (j) to exercise all the lawful powers of Defendants CWM and
16 Copeland Realty and their subsidiaries and affiliates, and
17 their officers, directors, employees, representatives, or
18 persons who exercise similar powers and perform similar
19 duties.

20 (10/25/11 Order, page 5, lines 16-20; page 6, lines 7-10).

21 The above referenced Agreement, proposed to be entered into
22 between the Receiver and J. Nizzia, accomplishes a fair, equitable,
23 orderly and efficient administration of the Receivership estate. The
24 amount to be collected pursuant to the short sale is approximately eighty
25 six percent (86%) of the principal balance of the Loan. Furthermore, the
26 Property is not considered a single family residence because the mobile
27 home located on the Property is not permanently affixed. (Hebrank
28 Declaration ¶ 14). Making matters worse, a utility easement runs
through the middle of the Property, thereby reducing the value
significantly, as no structures can be built on the easement. (Hebrank
Declaration ¶ 15). Finally, the Property has been on the market for

1 almost two years, and the Sale Price is the highest offer to date.
2 (Hebrank Declaration ¶ 16).

3 Based on the foregoing, the Settlement appears to be a
4 reasonable resolution of the matter and the Receiver is recovering an
5 amount that he considers to be the best possible recovery under the
6 circumstances of the case. (Hebrank Declaration ¶ 17). Accordingly, the
7 Receiver requests that the terms of the Settlement be approved, so the
8 Agreement can be effectuated.

9
10 **IV.**
CONCLUSION

11 Based upon the foregoing, all pleadings on file herein, as well as
12 such argument and evidence as may be admitted during the hearing, the
13 Receiver requests entry of an order approving the Agreement proposed
14 to be entered into by and between the Receiver and J. Nizzia.

15
16 Dated: August 16, 2013

MULVANEY BARRY BEATTY LINN &
MAYERS LLP

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19 By: /s/ Everett G. Barry, Jr.
Everett G. Barry, Jr.
Attorneys for Thomas C. Hebrank,
Receiver

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25 HEBCO.100.496534.1

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8 Attorneys for Thomas C. Hebrank,
 9 Permanent Receiver

10 UNITED STATES DISTRICT COURT

11 CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

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 13 SECURITIES AND EXCHANGE
 COMMISSION,

14 Plaintiff,

15 v.

16 CHARLES P. COPELAND,
 17 COPELAND WEALTH
 18 MANAGEMENT, A FINANCIAL
 19 ADVISORY CORPORATION,
 20 AND COPELAND WEALTH
 ESTATE CORPORATION,

21 Defendants.

CASE NO. 11-cv-08607-R-DTB

**DECLARATION OF THOMAS C.
 HEBRANK IN SUPPORT OF
 MOTION FOR ORDER
 APPROVING SETTLEMENT WITH
 NOTES RECEIVABLE ACCOUNT
 DEBTOR JOHN V. NIZZIA**

Date: September 16, 2013

Time: 10:00 a.m.

Ctrm: 8, 2nd Floor

Judge: Hon. Manuel L. Real

22
 23 I, Thomas C. Hebrank, declare as follows:

24 1. I am the court-appointed Permanent Receiver (“Receiver”)
 25 for Copeland Wealth Management, a Financial Advisory Corporation
 26 (“CWM”), Copeland Wealth Management, a Real Estate Corporation
 27 (“Copeland Realty”), and their subsidiaries and affiliates (collectively, the

28 //

1 “Receivership Entities”) including, but not limited to, Copeland Fixed
2 Income Two, LP (“CFI2”).

3 2. The following are facts within my knowledge and if called as
4 a witness I would testify to them under oath.

5 3. Subject to Court approval, I propose to enter into a
6 settlement between myself, on the one hand, and Notes Receivable
7 Account Debtor John V. Nizzia (“J. Nizzia”), on the other hand, regarding
8 a secured obligation owed to CFI2 (“Settlement”).

9 4. I am informed and believe that on or about March 9, 2007,
10 CFI2 made a loan to Carolyn E. Nizzia (“C. Nizzia”)¹ and J. Nizzia
11 (collectively “Borrowers”) in the original principal amount of \$150,000.00
12 (the “Loan”). The Loan is evidenced by, *inter alia*, a Straight Note
13 (“Note”) in the original principal amount of \$150,000.00 (“Note”), dated
14 March 9, 2007.

15 5. Pursuant to the terms of the Note, interest accrued at the rate
16 of nine percent (9.00%) per annum, and interest payments in the amount
17 of \$1,125.00 were due on or before the ninth (9th) day of each month.
18 Further, pursuant to the Note, the total unpaid principal balance, plus
19 unpaid interest, was due and payable in full on March 9, 2009.

20 6. The Note is secured by a first priority Deed of Trust and
21 Assignment of Rents (“Deed of Trust”) dated March 9, 2007, by
22 Borrowers, as Trustors, in favor of CFI2, as Trustee, for the benefit of
23 CFI2, as Beneficiary, and recorded in the Official Records of the County
24 Recorder of Riverside County, California on March 13, 2007, as
25 Document No. 2007-0169786. The Deed of Trust encumbers certain real

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27 _____
28 ¹ I am informed and believe that C. Nizzia is deceased.

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1 property commonly known as 42695 Death Valley Road, Banning, CA
2 92220 ("Property") and more particularly described in the Deed of Trust.

3 7. The Note matured by its terms on March 9, 2009, and
4 became immediately due and payable in full as of that date. I am
5 informed and believe that Borrowers defaulted on their obligations to
6 CFI2 by failing to pay the total amount due under the Note as of the
7 maturity date, and payments have not been made on the Loan since
8 April 9, 2012.

9 8. As of July 29, 2013, there is now due, owing, and unpaid
10 from Borrowers to CFI2 the principal amount of \$150,000.00, plus
11 accrued unpaid interest to July 29, 2013 in the amount of \$17,607.24,
12 plus continuing interest from Jul 29, 2013 at the rate of nine percent
13 (9.00%) per annum until paid in full, plus attorney's fees and costs.

14 9. I am informed and believe that J. Nizzia has entered into a
15 contract for sale of the Property ("Sale") to Michael L. Farrar and Karale
16 R. Farrar for the sale price of \$140,000.00 ("Sale Price"), and an escrow
17 has been opened in connection therewith ("Escrow"). In order to avoid
18 non-judicial foreclosure proceedings, J. Nizzia has requested that I
19 accept the net proceeds of the Sale ("Net Proceeds"), which are less
20 than the amount due under the Loan.

21 10. Subject to court approval, I propose to enter into an
22 "Agreement Regarding Release of Collateral" with J. Nizzia
23 ("Agreement") to facilitate the Sale. Pursuant to the terms of the
24 Agreement, *inter alia*, I have agreed to accept the Net Proceeds, in an
25 amount not less than One Hundred Twenty Nine Thousand Five
26 Hundred Ten Dollars and Sixty Seven Cents (\$129,510.67), in full
27 satisfaction of the Loan.

28 //

1 11. The Agreement provides that, *inter alia*, upon payment of the
2 Net Proceeds, I will cancel the Note, deem the Loan satisfied in full, and
3 cease further enforcement efforts, including non-judicial foreclosure
4 proceedings.

5 12. The complete terms of the proposed Settlement are set forth
6 in the Agreement, a true and correct copy of which is attached hereto as
7 **Exhibit "A"**, and is incorporated herein by this reference as though set
8 forth at length.

9 13. Although the amount to be accepted pursuant to the short
10 sale is less than the total amount currently owed under the Loan, I
11 believe that the Settlement involves a reasonable and fair resolution
12 under the circumstances of the matter.

13 14. I am informed and believe that the Property consists of 20
14 acres on which a mobile home is located. As there is no permanent
15 foundation for the mobile home, I understand that it is not considered a
16 single family residence according to the California Department of
17 Housing and Community Development. Therefore, I am informed and
18 believe that financing for the Property is difficult to secure.

19 15. Additionally, I am informed and believe that an utility
20 easement encumbers 10 acres of the Property, thereby preventing the
21 erection of any buildings or structures on the encumbered portion of the
22 Property.

23 16. I am informed and believe that although the Property has
24 been on the market since October of 2011, no offers have been made on
25 the Property that exceed the Sale Price.

26 17. For these reasons, I believe that the amount to be collected
27 pursuant to the Agreement represents the best possible recovery under
28 the Loan.

MULVANEY BARRY BEATTY LINN & MAYERS
A LIMITED LIABILITY PARTNERSHIP
SEVENTEENTH FLOOR
401 WEST A STREET
SAN DIEGO, CALIFORNIA 92101-7944
TELEPHONE 619 238-1010
FACSIMILE 619 238-1981

1 I declare under penalty of perjury under the laws of the United
2 States of America that the foregoing is true and correct, and that this
3 Declaration was executed in San Diego, California on August 16, 2013.
4

5
6 By: /s/ Thomas C. Hebrank
7 Thomas C. Hebrank,
8 Permanent Receiver
9
10
11
12

MULVANEY BARRY BEATTY LINN & MAYERS
A LIMITED LIABILITY PARTNERSHIP
SEVENTEENTH FLOOR
401 WEST A STREET
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HEBCO.100.496941.1

EXHIBIT A

AGREEMENT REGARDING RELEASE OF COLLATERAL

This Agreement Regarding Release of Collateral ("Agreement") is made and entered into as of August 8, 2013, by and between Thomas C. Hebrank, Court Appointed Permanent Receiver for Copeland Fixed Income Two, L.P. ("Receiver"), on the one hand, and John V. Nizzia, an individual ("J. Nizzia") on the other hand, with respect to the following facts:

I.

RECITALS

A. J. Nizzia and Carolyn E. Nizzia ("C. Nizzia") (collectively "Borrowers") requested that Copeland Fixed Income Two, L.P. ("CFI2") extend financial accommodations to Borrowers, and CFI2 agreed and did extend financial accommodations to Borrowers ("Loan") as evidenced by a Straight Note dated March 9, 2007, in the original principal sum of \$150,000.00 ("Note").

B. The Note is secured by a first priority Deed of Trust and Assignment of Rents dated March 9, 2007, by Borrowers, as Trustors, in favor of CFI2, as Trustee, for the benefit of CFI2, as Beneficiary, and recorded in the Official Records of the County Recorder of Riverside County, California on March 13, 2007, as Document No. 2007-0169786 ("Deed of Trust"). The Deed of Trust encumbers certain real property commonly known as 42695 Death Valley Road, Banning, CA 92220 ("Property") and more particularly described in the Deed of Trust.

C. The Note and Deed of Trust, together with all other documentation executed in connection with the Loan at any time, are collectively referred to herein as the "Loan Documents". The lien evidenced by the Deed of Trust is referred to herein as the "Lien".

D. C. Nizzia is deceased.

E. On October 25, 2011, the Receiver was duly appointed as Permanent Receiver for Copeland Wealth Management, a Financial Advisory Corporation, Copeland Realty aka Copeland Wealth Management, a Real Estate Corporation, and their subsidiaries and affiliates ("Receivership Entities") by the United States District Court for the Central District of California in the action entitled Securities and Exchange Commission v. Charles P. Copeland et al., Case Number 2:11-cv-08607-R-DTB ("SEC Action"). By order of the Court filed on March 12, 2012, the Court has ruled that the limited partnerships associated with the Receivership Entities, including CFI2, are included in the Receivership.

F. The Loan is currently in default based on Borrowers' failure to make monthly payments under the Note as they became due.

G. As of July 29, 2013, the amount due and owing under the Note is the principal sum of \$150,000.00, plus interest to July 29, 2013 in the amount of \$17,607.24, plus continuing interest at the rate of 9.00% per annum, plus attorney's fees and costs.

H. J. Nizzia has entered into a contract for sale of the Property to Michael L. Farrar and Karale R. Farrar for the sale price of \$140,000.00 ("Sale Price"), and an escrow has been opened in connection therewith ("Escrow").

I. J. Nizzia has requested that the Receiver, on behalf of CFI2, release the Lien and reconvey the Deed of Trust, and the Receiver has agreed to do so provided that J. Nizzia grants the consideration to the Receiver provided for in this Agreement, executes this Agreement, and complies with the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the Receiver's agreement to reconvey the Deed of Trust, and in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

II.

AGREEMENT REGARDING RELEASE OF COLLATERAL FOR CONSIDERATION

1. Affirmation of Recitals. The Recitals set forth herein-above are true and correct and are incorporated herein by this reference.

2. The Receiver's Agreement Regarding Release of Lien, Reconveyance of Deed of Trust and Payment in Full of Loan. The Receiver hereby agrees that he will release the Lien, reconvey the Deed of Trust, and deem the Loan paid in full on condition that, and only after, J. Nizzia makes the payments and otherwise performs as set forth in Paragraph 4 below. The Receiver's agreement to accept less than the balance due on the Loan from the Escrow and to reconvey the Deed of Trust is expressly contingent upon J. Nizzia's full and complete compliance with the terms and conditions set forth herein.

3. Release of Lien. The Receiver hereby agrees that he will release the Lien upon the following conditions:

(a) J. Nizzia shall instruct the Escrow agent to pay to the Receiver the net proceeds from the sale of the Property, but in no event shall the total payment to the Receiver be less than \$129,510.67.

(b) J. Nizzia shall also instruct the Escrow agent to provide to the Receiver copies of all escrow instructions and amendments. The total real

estate agent commission on the sale of the Property shall not exceed a total of six percent (6%) of the Sale Price.

(c) The Property is being sold in "AS IS" condition. No repairs will be made or be paid out of the proceeds.

(d) The Receiver's approval extends only to the proposed sale to Michael L. Farrar and Karale R. Farrar for \$140,000.00 and does not extend to any modifications to the transaction or to any other sale unless such modifications or new sale have been approved in writing by the Receiver. J. Nizzia waives all rights to any proceeds from the sale, including any impound accounts or refunds.

(e) The Receiver requires final approval and sign-off of the closing statement within 24 hours prior to the close of escrow. The HUD-1 should be sent via facsimile to the Receiver's counsel at (619) 238-1981, Attention: Toby S. Kovalivker. The closing of Escrow and the Receiver's receipt of payment in good funds must take place on or before September 30, 2013.

4. Warranties and Representations. J. Nizzia acknowledges, agrees, warrants, and represents the following:

(a) That the Receiver, on behalf of CF12, has a valid and enforceable lien on the Property pursuant to the Deed of Trust and the Loan Documents;

(b) That J. Nizzia will execute any and all documents and take any action reasonably requested by the Receiver to effectuate the terms of this Agreement;

(c) That the balance under the Loan is the sum of the following: the principal sum of \$150,000.00, plus interest to July 29, 2013 in the amount of \$17,607.24, plus continuing interest at the rate of 9.00% per annum, plus attorney's fees and costs.

(d) That all representations made by J. Nizzia to the Receiver in connection with this Agreement including, but not limited to, all representations regarding his financial status, were true and correct as of the date made.

5. Satisfaction of Obligation. On condition that J. Nizzia complies fully and completely with all terms and conditions of this Agreement, the Receiver shall deem the Loan paid in full and release J. Nizzia from any further obligations under the Note.

6. Operation and Effectiveness of the Agreement. Subsequent to the execution of this Agreement by J. Nizzia, the Receiver will seek court approval of the terms of this Agreement in the SEC Action. It is specifically understood and agreed that the operation and effectiveness of this Agreement is conditioned upon, and subject to, court approval.

7. Revival of Obligation. J. Nizzia acknowledges and agrees that, in the event that the Receiver discovers, learns, and/or receives notice of any misrepresentation by J. Nizzia as to any matter set forth in this Agreement, and/or J. Nizzia fails to comply with any of the terms of this Agreement, the Receiver shall be entitled to declare the full amount owed on the Loan, plus accrued interest, attorneys' fees and costs, revived and due and payable in full, less any payments made pursuant to this Agreement. In such case, the Receiver shall be entitled to, at its option, declare this Agreement null and void, except for the obligation to provide a full reconveyance of the Deed of Trust, and pursue enforcement and collection of the full balance due on the Loan. Further, J. Nizzia expressly acknowledges and agrees that, to the extent the full amount of the Loan is revived pursuant to this provision, this Agreement will not be deemed to waive or modify any of the Receiver's rights or remedies relating to the Agreement, the Loan Documents, or the Loan, at law or in equity.

8. Release of All Claims. As further consideration for this Agreement, J. Nizzia, for himself, herself or itself, and on behalf of C. Nizzia, and his, her, or its successors, heirs, executors, administrators, and assigns, hereby irrevocably releases, acquits, and forever discharges CFI2 and the Receiver, and their directors, officers, employees, agents, attorneys, affiliates, successors, administrators, and assigns ("Released Parties") of and from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, expenses, and compensation whatsoever which J. Nizzia might have because of anything done, omitted to be done, or allowed to be done by any of the Released Parties and in any way connected with the Loan or this Agreement or the other Loan Documents or any other indebtedness, loans, credit facilities, or relationships with CFI2 and the Receiver, as of the date of execution of this Agreement, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, including, without limitation, any settlement negotiations and any damages and the consequences thereof resulting or to result from the events described, referred to or inferred hereinabove ("Released Matters"). J. Nizzia further agrees never to commence, aid, or participate in (except to the extent required by order or legal process issued by a court or governmental agency of competent jurisdiction) any legal action or other proceeding based in whole or in part upon the foregoing. In furtherance of this general release, J. Nizzia acknowledges and waives the benefits of California Civil Code Section 1542 (and all similar ordinances and statutory, regulatory, or judicially created laws or rules of any other jurisdiction), which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY

HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

J. Nizzia agrees that this waiver and release is an essential and material term of this Agreement and that the agreements in this paragraph are intended to be in full satisfaction of any alleged injuries or damages in connection with the Released Matters. J. Nizzia represents and warrants that he, she or it has not purported to convey, transfer, or assign any right, title, or interest in any Released Matter to any other person or entity and that the foregoing constitutes a full and complete release of the Released Matters. J. Nizzia also understands that this release shall apply to all unknown or unanticipated results of the transactions and occurrences described above, as well as those known and anticipated. J. Nizzia has consulted with legal counsel prior to signing this release, or had an opportunity to obtain such counsel and knowingly chose not to do so, and each executes such release voluntarily, with the intention of fully and finally extinguishing all Released Matters.

9. Reservation of Rights. J. Nizzia expressly acknowledges and agrees that this Agreement does not modify nor waive any of the Receiver's rights or remedies relating to the Loan and Loan Documents, at law or in equity, except as expressly set forth in this Agreement.

10. Termination. The happening of any of the following events shall constitute grounds for the Receiver to terminate this Agreement at his sole option:

- (a) The failure of J. Nizzia to execute and return this Agreement to the Receiver by August 12, 2013; and
- (b) The failure of J. Nizzia to perform in accordance with any of the terms set forth in Paragraph 4, above.

Any election of the Receiver not to exercise his rights to terminate this Agreement under this paragraph upon the happening of any event giving rise to a right to terminate, shall not be a waiver of the Receiver's right to subsequently terminate this Agreement. In the event of termination, and without further notice, the Receiver shall be entitled to enforce the Lien as to the Property.

11. Credit, Legal and Tax Advice. J. Nizzia acknowledges that this transaction is a short sale which may have credit or legal consequences and may result in taxable income to J. Nizzia. J. Nizzia is encouraged to seek advice from an independent tax advisor and/or an attorney regarding such potential consequences.

12. Attorneys' Fees. In the event that the Receiver incurs attorneys' fees and/or costs in the collection of any sums due under this Agreement and/or the enforcement of this Agreement, the Receiver shall be entitled to recover same against J. Nizzia. Further, in the event that any party hereto shall institute any action or proceeding to enforce, construe, or interpret any rights granted hereunder, the

prevailing party in such action or proceeding shall be entitled, in addition to any other relief granted by the Court or other applicable judicial body, to reasonable attorneys' fees and court costs.

13. Advice of Counsel. The parties acknowledge and agree that they have had an opportunity to be represented by independent counsel in the negotiation, preparation, and execution of this Agreement and that each of them has read this Agreement and has had the opportunity to have it fully explained by his or its counsel prior to its execution and is fully aware of its contents and legal effect.

14. Binding Upon Successors and Assigns. This Agreement and the covenants and conditions contained herein shall apply to, be binding upon, and inure to the benefit of the respective heirs, administrators, executives, legal representatives, assignees, successors, and agents of the parties hereto.

15. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together, shall constitute one and the same instrument.

16. Assignment. Each party to this Agreement expressly warrants that he or it has the authority necessary to execute this Agreement and has not sold, transferred, conveyed, or otherwise assigned any rights in or to the Loan.

17. Amendment. This Agreement may not be, and shall not, be deemed or construed to have been modified, amended, rescinded, cancelled, or waived, in whole or in part, except by written instrument signed by the parties hereto.

18. Future Assurances. Each party hereto agrees to execute, acknowledge, deliver, file, and record such further certificates, documents and instruments, and to do all such further acts and things as may be necessary to carry out the intent and purposes of this Agreement.

19. Governing Law and Construction. This Agreement has been delivered and accepted and deemed to have been made in San Diego County, California. This Agreement shall, in all respects, be interpreted, enforced and governed by and under the laws of the State of California. This Agreement is deemed to have been jointly prepared by the parties, and any uncertainty or ambiguity existing herein shall not be interpreted against any of the other parties, but according to the application of the rules of interpretation of contracts, if any such uncertainty or ambiguity exists. In the event that any suit or action is brought to enforce any of the provisions of this Agreement or to interpret same, the venue will be any court of competent jurisdiction sitting in San Diego County, California.

20. Jury Trial Waiver. **To the extent permitted by applicable law, all parties to this Agreement hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.**

21. Severability. The provisions of this Agreement are severable and should any provision be, for any reason, unenforceable, the balance shall, nonetheless, be of full force and effect.

Dated: _____

Thomas C. Hebrank, Court Appointed
Permanent Receiver for Copeland Fixed
Income Two, L.P.

By: _____

Thomas C. Hebrank

Dated: _____

By: _____

John V. Nizzia, an individual

1 Everett G. Barry, Jr. (SBN 053119)
 2 ebarry@mulvaneybarry.com
 3 John H. Stephens (SBN 82971)
 4 jstephens@mulvaneybarry.com
 5 Patrick L. Prindle (SBN 87516)
 6 pprindle@mulvaneybarry.com
 7 MULVANEY BARRY BEATTY LINN & MAYERS LLP
 401 West A Street, 17th Floor
 San Diego, CA 92101-7994
 Telephone: 619-238-1010
 Facsimile: 619-238-1981

8 Attorneys for Thomas C. Hebrank,
 9 Permanent Receiver

10 UNITED STATES DISTRICT COURT

11 CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

12
 13 SECURITIES AND EXCHANGE
 COMMISSION,

14 Plaintiff,

15 v.

16 CHARLES P. COPELAND,
 17 COPELAND WEALTH
 18 MANAGEMENT, A FINANCIAL
 19 ADVISORY CORPORATION,
 20 AND COPELAND WEALTH
 ESTATE CORPORATION,

21 Defendants.

CASE NO. 11-cv-08607-R-DTB

**NOTICE OF LODGMENT OF
 ORDER APPROVING
 SETTLEMENT WITH NOTES
 RECEIVABLE ACCOUNT
 DEBTOR JOHN V. NIZZIA**

Date: September 16, 2013
 Time: 10:00 a.m.
 Ctrm: 8, 2nd Floor
 Judge: Hon. Manuel L. Real

22
 23 Mulvaney Barry Beatty Linn & Mayers LLP, counsel for Thomas C.
 24 Hebrank ("Receiver"), the court-appointed Permanent Receiver for
 25 Copeland Wealth Management, a Financial Advisory Corporation,
 26 Copeland Wealth Management, a Real Estate Corporation, and their
 27 subsidiaries and affiliates, hereby lodges the following:

28 ///

MULVANEY BARRY BEATTY LINN & MAYERS
A LIMITED LIABILITY PARTNERSHIP
SEVENTEENTH FLOOR
401 WEST A STREET
SAN DIEGO, CALIFORNIA 92101-7944
TELEPHONE 619 238-1010
FACSIMILE 619 238-1981

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(1) Order Approving Settlement With Notes Receivable Account
Debtor John V. Nizzia.

Dated: August 16, 2013

MULVANEY BARRY BEATTY LINN &
MAYERS, LLP

By: /s/ Everett G. Barry, Jr.
Attorneys for Thomas C. Hebrank,
Receiver

HEBCO.100.496963.1

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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION – LOS ANGELES

SECURITIES AND EXCHANGE
COMMISSION,

Plaintiff,

v.

CHARLES P. COPELAND,
COPELAND WEALTH
MANAGEMENT, A FINANCIAL
ADVISORY CORPORATION,
AND COPELAND WEALTH
MANAGEMENT, A REAL
ESTATE CORPORATION,

Defendants.

CASE NO. 11-cv-08607-R-DTB

[PROPOSED]

**ORDER APPROVING
SETTLEMENT WITH NOTES
RECEIVABLE ACCOUNT
DEBTOR JOHN V. NIZZIA**

Date: September 16, 2013

Time: 10:00 a.m.

Ctrm: 8, 2nd Floor

Judge: Hon. Manuel L. Real

The Court, having considered the Motion for Order Approving Settlement with Notes Receiveable Account Debtor John V. Nizzia and supporting documentation by Mulvaney Barry Beatty Linn & Mayers, LLP, counsel for Thomas C. Hebrank (“Receiver”), the court-appointed Permanent Receiver for Copeland Wealth Management, a Financial Advisory Corporation, Copeland Wealth Management, a

1 Real Estate Corporation, and their subsidiaries and affiliates, and any
2 opposition thereto, and good cause appearing therefor,

3 IT IS HEREBY ORDERED as follows:

4 1. The settlement between the Receiver, on the one hand, and
5 Notes Receivable Account Debtor John V. Nizzia (“J. Nizzia”), on the
6 other hand (“Settlement”), regarding a secured obligation owed by J.
7 Nizzia to Copeland Fixed Income Two, L.P., a Receivership Entity, is
8 approved;

9 2. The Agreement Regarding Release of Collateral attached as
10 **Exhibit “A”** to the Declaration of the Receiver in Support of Motion for
11 Order Approving Settlement with Notes Receivable Account Debtor
12 John V. Nizzia is approved.

13 **IT IS SO ORDERED.**

14 **Dated:** _____ **Judge, United States District Court**

16 Submitted by:

17 MULVANEY BARRY BEATTY LINN & MAYERS LLP

18 By: /s/ Everett G. Barry, Jr.
19 Attorneys for Thomas C. Hebrank, Permanent Receiver

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27 HEBCO.100.496965.1

28

1 Everett G. Barry, Jr. (SBN 053119)
2 ebarry@mulvaneybarry.com
3 John H. Stephens (SBN 82971)
4 jstephens@mulvaneybarry.com
5 Patrick L. Prindle (SBN 87516)
6 pprindle@mulvaneybarry.com
7 MULVANEY BARRY BEATTY LINN & MAYERS LLP
8 401 West A Street, 17th Floor
9 San Diego, CA 92101-7994
10 Telephone: 619-238-1010
11 Facsimile: 619-238-1981

12 Attorneys for Permanent Receiver,
13 Thomas C. Hebrank

14 UNITED STATES DISTRICT COURT
15 CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

16 SECURITIES AND EXCHANGE
17 COMMISSION,

CASE NO. 11-cv-08607-R-DTB

CERTIFICATE OF SERVICE

18 Plaintiff,

19 v.
20 CHARLES P. COPELAND,
21 COPELAND WEALTH
22 MANAGEMENT, A FINANCIAL
23 ADVISORY CORPORATION,
24 AND COPELAND WEALTH
25 MANAGEMENT, A REAL
26 ESTATE CORPORATION,

DATE: September 16, 2013
TIME: 10:00 a.m.
Crtrm: 8, 2nd Floor
Judge: Hon. Manuel L. Real

27 Defendants.

28 I, Cindy Jennings, declare that I am over the age of 18 years and not
a party to the action. I am employed in the County of San Diego,
California, within which county the subject service occurred. My business
address is 401 West A Street, 17th Floor, San Diego, California, 92101-
7994.

//////

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MULVANEY BARRY BEATTY LINN & MAYERS
A LIMITED LIABILITY PARTNERSHIP
SEVENTEENTH FLOOR
401 WEST A STREET
SAN DIEGO, CALIFORNIA 92101-7944
TELEPHONE 619 238-1010
FACSIMILE 619 238-1981

1 On August 16, 2013, I served the following documents:

- 2
- 3 1. NOTICE OF MOTION AND MOTION FOR ORDER APPROVING
- 4 SETTLEMENT WITH NOTES RECEIVABLE ACCOUNT DEBTOR JOHN V.
- 5 NIZZIA
- 6 2. MEMO. OF POINTS & AUTHORITIES ISO MOTION FOR ORDER
- 7 APPROVING SETTLEMENT WITH NOTES RECEIVABLE ACCOUNT
- 8 DEBTOR JOHN V. NIZZIA
- 9 3. DECL. OF THOMAS HEBRANK ISO MOTION MOTION FOR ORDER
- 10 APPROVING SETTLEMENT WITH NOTES RECEIVABLE ACCOUNT
- 11 DEBTOR JOHN V. NIZZIA
- 12 4. NOTICE OF LODGMENT ISO MOTION FOR ORDER APPROVING
- 13 SETTLEMENT WITH NOTES RECEIVABLE ACCOUNT DEBTOR JOHN V.
- 14 NIZZIA

15 X **BY MAIL.** I placed each envelope for collection and mailing
 16 following ordinary business practices. I am readily familiar with Mulvaney
 17 Barry Beatty Linn & Mayers LLP's practice for collection and processing
 18 correspondence for mailing with the United States Postal Service pursuant
 19 to which practice all correspondence will be deposited with the United
 20 States Postal Service the same day in the ordinary course of business by
 21 placing a true copy of the foregoing document in a separate, sealed
 22 envelope with postage fully prepaid, for each addressee named hereafter.

23 **[SEE SERVICE LIST BELOW]**

24 X **BY ELECTRONIC NOTICE VIA THE ECF SYSTEM.** I
 25 electronically filed the documents listed above with the Clerk of the Court
 26 by using the CM/ECF system. Participants in the case who are registered
 27 CM/ECF users will be served by the CM/ECF system. All Parties are
 28 registered ECF users.

X **FEDERAL.** I hereby certify that I am employed in the office of a
 member of the Bar of the United States Bankruptcy Court for the Southern
 District of California, at whose direction this service was made.

Executed on **August 16, 2013**, at San Diego, California.

/s/Cindy Jennings
 Cindy Jennings

MULVANEY BARRY BEATTY LINN & MAYERS
 A LIMITED LIABILITY PARTNERSHIP
 SEVENTEENTH FLOOR
 401 WEST A STREET
 SAN DIEGO, CALIFORNIA 92101-7944
 TELEPHONE 619 238-1010
 FACSIMILE 619 238-1981

United States District Court Central District of CA Western Division – Los Angeles
 Securities and Exchange Commission v. Charles P. Copeland et al.
 Case No. 2:11-cv-08607-R-DTB

SERVICE LIST

Updated: 08/12/13

Weed Family Living Trust c/o Cathy or Stephen Weed 62 Rue Jean Baptiste Pigalle Paris FC 75010	Gregory J. Sherwin Esq. Fields Fehn & Sherwin 11755 Wilshire Blvd 5th Flr Los Angeles, CA 90025-1521	One West Bank 888 East Walnut St Pasadena, CA 91101
Michael T. O'Callaghan Esq. Mark J. Furuya Esq. Sabaitis O'Callaghan LLP 975 E. Green St Pasadena, CA 1106	Flagstar Bank Mail-Stop W-205-2 5151 Corporate Dr. Troy, MI 48098	Dana Leigh Ozols Esq. The Wolf Firm A Law Corporation Attys to Financial Services Industry 2955 Main St 2 nd Flr Irvine, CA 92614
Wells Fargo Commercial Mortgage Attn: Ken Murray 1901 Harrison St 7th Flr Oakland, CA 94612	LNR (loan servicer) Attn: Jorge Rodriguez 1601 Washington Ave 7th Flr Miami, FL 33139	C-III Asset Management LLC Attn: Kathy Patterson 5221 N. O'Connor Blvd Ste. 600 Irving, TX 75039
Home Savings & Loan Attn: Dan NY White 275 W. Federal St Youngstown, OH 44503	Wells Fargo Commercial Mortgage Servicing 1901 Harrison St 7 th Flr Oakland CA 94612	Andrew J. Haley, Esq. Greenwald Pauly Foster & Miller P.C. 1299 Ocean Ave. Ste 400 Santa Monica, CA 90401-1007
Pamela Wachter McAfee Nelson Mullins Riley & Scarborough LLP GlenLake One Ste 200 4140 Parklake Ave Raleigh, NC 27612	Anh T. Nong & Nhon Nguyen TTEE Pen 209 E. Sunset Dr South Redlands, CA 92373	Barbara Whan 5944 Spoon Road Palm Springs, CA 92264-6351
Adele M. Hansen 6609 Summertrail Place Highland, CA 92346	Robert & Gladys Mitchell 11761 Almond Court Loma Linda, CA 92354	Betty Markwardt 1220 West 4th St Anaconda, MT 59711
Barbara Z. Stahr 667 Gull Dr. Bodega Bay, CA 94923	Carol P. Lowe 1837 Onda Dr. Camarillo, CA 93010	Charles Grey 63 Turnbury Ln. Irvine, CA 92620
Carol Docis Brokerage A/C 18028 W. Kenwood Ave. Devore, CA 92407	Richard Neal 7322 Starboard St. Carlsbad, CA 92011	Charles Schwab FBO Robert Howard IRA 502 Avenida La Costa San Clemente, CA 92672
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Charles Schwab FBO Albert IRA 232 Anita Court Redlands, CA 92373	Charles Schwab FBO Angela Ellingson IRA 1155 Dysart Dr Banning, CA 92220	Charles Schwab FBO Harold Racine IRA 1408 S. Center St Redlands, CA 92373

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Charles Schwab FBO Karl Phillips Roth IRA 27878 Via Sarasate Mission Viejo, CA 92692	Jacobson Trust 384 Mesa Verde Park Beaumont, CA 92223	Christi C. Higdon 11331 Sundance Lane Boca Raton, FL 33428
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Joseph Dotan 1618 Woodlands Beaumont CA 92228	Louise Coffman 19291 Sabal Lake Dr Boca Raton FL 33434	Luckey Charitable Trust 8531 Glendale Rd Hesperia CA 92345
Kathi Seegraves 20521 Whitstone Circle Bend OR 97702	Margarita Estrada Perez P.O. Box 370 Chino CA 91708	Marjorie Hatfield Living Trust (Peggy Neumann) 30176 Live Oak Canyon Rd Redlands CA 92373
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