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A Professional Corporation  
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6 Attorneys for Third-Party Objectors, Robert Allen; Elayne Allen; Vellore  
Muraligopal; Vellore Muraligopal, Trustee of the Muraligopal Living Trust;  
7 Myron and Ruby Cinque, Trustees of the Cinque Family Trust; Rick and Blanche  
Higdon, Trustees of the Higdon Revocable Trust; Klaus Kuehn; Lynda Kuehn;  
8 Richard Paul Blanford; Glenn Goodwin, Trustee of the Glenn Goodwin Trust; and  
James Powell

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10 **UNITED STATES DISTRICT COURT**  
11 **CENTRAL DISTRICT OF CALIFORNIA**  
12 **WESTERN DIVISION - LOS ANGELES**

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14 SECURITIES AND EXCHANGE  
COMMISSION,

15 Plaintiff,

16 v.

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

20 Defendants.  
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) CASE NO. 11-08607-R-DTB

) OBJECTION OF CERTAIN  
) LIMITED PARTNERS OF  
) COPELAND PROPERTIES TEN  
) TO APPLICATION BY ALLEN  
) MATKINS FOR PAYMENT OF  
) FEES AND COSTS

) Date: July 2, 2012  
) Time: 10:00 a.m.  
) Ctrm: 8, 2nd Floor  
) Judge: Hon. Manuel L. Real

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23 Without any authority to do so, Allen Matkins Leck Gamble Mallory & Natsis  
24 LLP (“Allen Matkins”) incurred attorney’s fees and costs in the extraordinary amount  
25 \$129,000. These fees were improper not just because they are outrageously excessive but  
26 because the Court had not approved their retention. On behalf of certain limited partners  
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1 of Copeland Properties 10 (“CP-10”), this objection asks that Allen Matkins’ request be  
2 denied in its entirety.

3       Apparently, Allen Matkins assumed it would be hired, but there was, of course, a  
4 risk that its retention would not be approved by the court. But this was a risk that Allen  
5 Matkins chose to take. On February 6, 2012, the Court denied the Receiver’s application  
6 to hire Allen Matkins. (See Docket No. 36.) Therefore, Allen Matkins is not entitled to  
7 fees as its retention was denied by the Court.

8       In the event that fees and costs are awarded to Allen Matkins, they should not be  
9 paid with funds of CP-10 because the application does not address how the fees should be  
10 allocated between the various partnerships. CP-10 is one of the few solvent partnerships  
11 and it would be unfair if CP-10 were required to disproportionately bear the burden of  
12 paying the fees of the Receiver or of professionals hired by the Receiver.

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DATED: June 11, 2012

MIRAU, EDWARDS, CANNON, LEWIN  
& TOOKE, a Professional Corporation

By:   
William P. Tooke  
Attorneys for Third Party, Certain Limited  
Partners of Copeland Properties Ten