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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

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

**ORDER APPROVING
SETTLEMENT**

Date: December 17, 2012
Time: 10:00 a.m.
Ct rm: 8, 2nd Floor
Judge: Hon. Manuel L. Real

At the above time and date, the Court convened for the purpose of hearing the Motion for Order Approving Settlement by Mulvaney Barry Beatty Linn & Mayers, LLP ("Mulvaney Barry"). Appearances were made by Everett G. Barry, Jr., Thomas C. Hebrank, Peter A. Davidson, William P. Tooke, Francis E. Quinlan, Jr., and Sam S. Puathasnanon, as noted in the Court's record.

The Court, having considered the Motion for Order Approving Settlement and supporting documentation filed by Mulvaney Barry, counsel for Thomas C. Hebrank ("Receiver"), the court-appointed

1 Permanent Receiver for Copeland Wealth Management, a Financial
2 Advisory Corporation; Copeland Wealth Management, a Real Estate
3 Corporation; and their subsidiaries and affiliates, and the opposition
4 thereto filed on behalf of Certain Limited Partners of Copeland
5 Properties Ten and by Vellore Muraligopal, M.D. and Muraligopal
6 Investments, LLC, and good cause appearing therefor,

7 IT IS HEREBY ORDERED as follows:

8 1. The settlement by and between the Receiver and Flagstar
9 Bank, F.S.B. ("Flagstar"), evidenced by that certain Settlement Agreement
10 and Mutual Release dated as of November 14, 2012 ("Agreement"),
11 attached as **Exhibit "A"** to the Supplemental Declaration of the Receiver
12 in Support of Motion for Order Approving Settlement dated November 27,
13 2012, is hereby approved;

14 2. Copeland Properties Ten, LP ("CP 10") and Copeland
15 Properties Eleven ("CP 11") (to the extent it was part of the Receivership
16 estate) and the real property located at 2350 – 2500 Meijer Drive, Troy,
17 Michigan 48084 ("Michigan Property") are no longer part of the
18 Receivership estate and the Receiver abandons any further interest in
19 and to CP 10 and to the Michigan Property, except as more specifically
20 provided in paragraph 3.a. of the Agreement.

21 3. The Receivership estate shall have no further claims against
22 CP 10, except as more specifically provided in paragraph 3.a. of the
23 Agreement.

24 4. Any stay arising out of this action with respect to CP 10 or
25 CP 11 and the Michigan Property is hereby vacated and lifted.

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1 5. The Receiver and the Receivership estate are hereby released
2 from any and all claims by CP 10, the CP 10 Partners, and Flagstar,
3 except as more specifically provided in paragraph 2.g. of the Agreement.
4 Specifically, and without limitation, the Receiver shall have no tax
5 reporting or related obligations for the tax year 2012 or future years.

6 6. Except as specifically provided by the Agreement, CP 10, the
7 CP 10 Partners, CP 11, and Flagstar shall each retain their respective
8 rights and obligations with respect to one another arising out of the Flagstar
9 Loan (as defined in the Agreement) or the Flagstar Loan documents.

10 7. The Receiver is hereby authorized to consummate the actions
11 contemplated by the Agreement.

12 **IT IS SO ORDERED.**

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14 Dated: Dec. 28, 2012



Judge, United States District Court

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19 Submitted by:

20 MULVANEY BARRY BEATTY LINN & MAYERS LLP

21 By: /s/ Patrick L. Prindle
22 Attorneys for Thomas C. Hebrank, Permanent Receiver
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