

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

6 Attorneys for Thomas C. Hebrank,
Permanent Receiver

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

11 SECURITIES AND EXCHANGE
12 COMMISSION,

13 Plaintiff,

14 v.

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

19 Defendants.

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

**NOTICE OF MOTION AND
MOTION FOR ORDER
APPROVING THE RECEIVER’S
DISTRIBUTION OF CERTAIN
ASSETS TO THE INVESTORS OF
COPELAND PROPERTIES TEN,
L.P.**

Date: June 3, 2013

Time: 10:00 a.m.

Ctrm: 8, 2nd Floor

Judge: Hon. Manuel L. Real

23 **TO ALL INTERESTED PARTIES:**

24 **Please Take Notice** that on June 3, 2013, at 10:00 a.m., in
25 Courtroom 8 of the above-entitled Court located at 312 N. Spring Street,
26 Los Angeles, California 90012, a hearing will be held on the Motion of
27 Thomas C. Hebrank (“Receiver”), the court-appointed Permanent
28 Receiver for Copeland Wealth Management, a Financial Advisory

1 Corporation, Copeland Wealth Management, a Real Estate Corporation,
2 and their subsidiaries and affiliates, for an Order Approving the
3 Receiver’s Distribution of Certain Assets to the Investors of Copeland
4 Properties Ten, L.P. (“CP10”).

5 The Motion is based on the Memorandum of Points and Authorities
6 and the Declaration of Thomas C. Hebrank (“Hebrank Declaration”),
7 each filed concurrently herewith. The Motion and supporting papers are
8 available at the Receiver’s website: www.ethreadvisors.com, may be
9 reviewed at the Clerk’s Office located at 312 North Spring Street, Los
10 Angeles, California 90012 during normal business hours, or may be
11 obtained by requesting a copy from the Receiver’s counsel, Mulvaney
12 Barry Beatty Linn & Mayers LLP, attention Toby S. Kovalivker, by calling
13 (619) 238-1010.

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

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

22 **Requested Relief:** The relief requested is discussed in greater
23 detail in the Memorandum of Points and Authorities. To summarize, the
24 Receiver requests an Order approving his distribution of the total amount
25 of One Hundred Thousand Dollars (\$100,000.00) to the limited partners
26 of CP10, with certain exceptions, pursuant to and in accordance with the
27 terms of that certain Settlement Agreement and Mutual Release dated
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

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 as of November 14, 2012 (“CP10 Settlement Agreement”) entered into
2 between the Receiver and Flagstar Bank, F.S.B. (“Flagstar”), a true and
3 correct copy of which is attached to the Hebrank Declaration as **Exhibit**
4 **“A”**. Pursuant to the CP10 Settlement Agreement, the Receiver retained
5 a portion of the cash on hand relative to CP10’s major asset, the real
6 property located at 2350-2500 Meijer Drive, Troy, Michigan 48084
7 (“Michigan Property”), and the remainder was placed in an interest
8 bearing account, subject to further order of this Court.

9 As a result of the settlement (“CP10 Settlement”), the Receiver
10 now has no further interest in CP10 and the Michigan Property; and
11 Flagstar, CP10, and the limited partners of CP10 (“CP10 Partners”)¹
12 have no claims against the Receivership estate, except as set forth in
13 the CP10 Settlement Agreement. Additionally, pursuant to paragraph
14 3(e) of the CP10 Settlement Agreement, the Receiver proposed to
15 distribute not less than the amount of One Hundred Thousand Dollars
16 (\$100,000.00) to the CP10 Partners as payment on their claims in this
17 action.

18 Now that the CP10 Settlement has been approved by the Court
19 and the terms of the CP10 Settlement Agreement have been
20 effectuated, the Receiver moves this Court for an Order approving the
21 distribution of the total amount of One Hundred Thousand Dollars
22 (\$100,000.00) to the CP10 Partners according to the Distribution
23 Schedule, a true and correct copy of which is attached as **Exhibit “B”** to
24

25 ¹ The limited partners of CP10 include: Vellore Muraligopal; Klaus & Lynda Kuehn; Richard & Elayne
26 Allen; Copeland Realty, Inc.; Harold V. Racine; Myron & Ruby Cinque, Trustees, Cinque Family Trust;
27 Glenn Goodwin; Robert C. McColloch; Robert C. McColloch, Trustee for the Clem M. McCulloch
28 Trust; Richard Paul Blandford; Rick & Blanche Higdon, Trustees for the Higdon Revocable Trust; and
James Powell

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A LIMITED LIABILITY PARTNERSHIP
SEVENTEENTH FLOOR
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1 the Hebrank Declaration. The proposed distribution accomplishes the
2 intention of the parties to the CP10 Settlement Agreement, and further
3 finalizes the Receiver’s responsibilities as set forth therein. The proposed
4 distribution is based on a pro rata share, calculated by each of the CP10
5 Partners’ respective ownership interest in CP10, as determined by their
6 2011 Schedule K-1 tax documents. As part of this Motion, the Receiver
7 proposes to retain for the Receivership Estate certain amounts relating
8 to distributions to certain of the limited partners in partial payment of
9 amounts owed to certain of the Receivership Entities in connection with
10 other obligations. These withheld distributions are set forth in the
11 Hebrank Declaration.

12 This Motion is made following an attempt to confer with counsel
13 pursuant to L.R. 7-3.

14 **NOTICE IS HEREBY GIVEN** that a proposed Order Approving the
15 Receiver’s Distribution of Certain Assets to the Investors of Copeland
16 Properties Ten, L.P., a true and correct copy of which is attached hereto
17 as **Exhibit “A”** and by this reference made a part hereof, has been
18 lodged with the above-entitled Court.

19 WHEREFORE, the Receiver requests that the Court grant the
20 relief requested herein and such other relief as may be appropriate
21 under the circumstances.

22 Dated: May 3, 2013

MULVANEY BARRY BEATTY LINN &
MAYERS, LLP

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

28

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 THE
RECEIVER’S DISTRIBUTION OF
CERTAIN ASSETS TO THE
INVESTORS OF COPELAND
PROPERTIES TEN, L.P.**

Date: June 3, 2013

Time: 10:00 a.m.

Ctrm: 8, 2nd Floor

Judge: Hon. Manuel L. Real

The Court, having considered the Motion for Order Approving the Receiver’s Distribution of Certain Assets to the Investors of Copeland Properties Ten, L.P. (“Motion for Distribution”) by Mulvaney Barry Beatty Linn & Mayers, LLP (“Mulvaney Barry”), counsel for Thomas C. Hebrank (“Receiver”), the court-appointed Permanent Receiver for Copeland Wealth Management, a Financial Advisory Corporation, Copeland Wealth Management, a Real Estate

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

3 IT IS HEREBY ORDERED as follows:

4 1. The Receiver is authorized to distribute the total amount of
5 \$100,000.00 (“CP10 Funds”) to the following investors in Copeland
6 Properties Ten, L.P. (“CP10”): Vellore Muraligopal; Klaus & Lynda
7 Kuehn; Richard & Elayne Allen; Copeland Properties Five, L.P.; Harold
8 V. Racine; Myron & Ruby Cinque, Trustees, Cinque Family Trust;
9 Glenn Goodwin; Robert C. McColloch; Robert C. McColloch, Trustee
10 for the Clem M. McCulloch Trust; Richard Paul Blandford; Rick &
11 Blanche Higdon, Trustees for the Higdon Revocable Trust; and James
12 Powell (collectively “CP10 Partners”).

13 2. The CP10 Funds are being distributed to the CP10 Partners
14 in accordance with that certain Settlement Agreement and Mutual
15 Release dated as of November 14, 2012 (“CP10 Settlement
16 Agreement”), attached as **Exhibit “A”** to the Declaration of Thomas C.
17 Hebrank filed in support of the Motion for Distribution (“Hebrank
18 Declaration”) approved by this Court on December 28, 2012.

19 3. The Receiver’s distribution of the \$100,000.00 shall be made
20 pursuant to the Distribution Schedule attached as **Exhibit “B”** to the
21 Hebrank Declaration.

22 4. Following the Receiver’s distribution of the CP10 Funds as
23 provided herein, the CP10 Partners shall have no further claims against
24 the Receivership Estate, except as specified in paragraph 2(g) of the
25 CP10 Settlement Agreement.

26 5. Vellore Muraligopal and Klaus Kuehn shall receive no
27 distribution on their Proofs of Claim based on their claims as guarantors
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

1 of the CP10 debt to Flagstar Bank, F.S.B. The CP10 Settlement
2 Agreement disposed of any other category of claims by any of the
3 CP10 Partners, including Dr. Muraligopal's and Mr. Kuehn's claims
4 based on their status as purported guarantors of the debt previously
5 owed to Flagstar Bank, F.S.B. by CP10, and their claims are contingent
6 and unliquidated.

7 **IT IS SO ORDERED.**

8
9 **Dated:** _____ **Judge, United States District Court**

10 Submitted by:

11 MULVANEY BARRY BEATTY LINN & MAYERS LLP

12
13 By: /s/ Everett G. Barry, Jr.
14 Attorneys for Thomas C. Hebrank, Permanent Receiver

15
16 HEBCO.100.482179.1

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A LIMITED LIABILITY PARTNERSHIP
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401 WEST A STREET

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

11 SECURITIES AND EXCHANGE
12 COMMISSION,

13 Plaintiff,

14 v.

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

19 Defendants.

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

**MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT OF
MOTION FOR ORDER
APPROVING THE RECEIVER’S
DISTRIBUTION OF CERTAIN
ASSETS TO THE INVESTORS OF
COPELAND PROPERTIES TEN,
L.P.**

Date: June 3, 2013

Time: 10:00 a.m.

Ctrm: 8, 2nd Floor

Judge: Hon. Manuel L. Real

MEMORANDUM OF POINTS AND AUTHORITIES

I.
INTRODUCTION

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

1 (“Receivership Entities”) including, but not limited to, Copeland
2 Properties Ten, L.P. (“CP10”), hereby submits the following
3 Memorandum of Points and Authorities in support of the Motion for an
4 Order Approving the Receiver’s Distribution of Certain Assets to
5 Investors of CP10.

6 **II.**

7 **PROCEDURAL AND FACTUAL BACKGROUND**

8 On October 18, 2011, the Securities and Exchange Commission
9 (“SEC”) filed its Complaint for Violations of The Federal Securities Law,
10 and the Proposed Judgment of Permanent Injunction and Other Relief as
11 to Defendants. Docket Nos. 1 and 2. On October 25, 2011, the Court
12 entered the Judgment of Permanent Injunction and Other Relief,
13 appointing Thomas C. Hebrank as the permanent receiver for all assets
14 of the Receivership Entities, placing their assets into the Receiver’s
15 possession and control and granting him the full powers of an equity
16 receiver, including the power to make such agreements as may be
17 necessary and advisable in discharging his duties. (“10/25/11 Order”).
18 Docket No. 3. The Court determined by its March 12, 2012 Order
19 Approving Receiver’s Response that CP 10, among others, is included in
20 the receivership as an affiliate of CWM Financial and CWM Realty.
21 Docket No. 53.

22 On December 28, 2012, the Court entered an Order granting the
23 Receiver’s Motion for an Order Approving Settlement relating to that
24 certain Settlement Agreement and Mutual Release dated as of
25 November 14, 2012 (“CP10 Settlement Agreement”) by and between the
26 Receiver and Flagstar Bank, F.S.B. (“Flagstar”). Docket 213. Pursuant to
27 the CP10 Settlement Agreement, a true and correct fully-executed copy
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
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1 of which is attached as **Exhibit “A”** to the Declaration of Thomas C.
2 Hebrank filed herewith (“Hebrank Declaration”), *inter alia*, the Receiver
3 retained a portion of the cash on hand relative to CP10’s major asset,
4 the real property located at 2350-2500 Meijer Drive, Troy, Michigan
5 48084 (“Michigan Property”), and the remainder was placed in an
6 interest bearing account, subject to further order of this Court. (Hebrank
7 Declaration, ¶ 4). As a result of the settlement (“CP10 Settlement”), the
8 Receiver now has no further interest in CP10 and the Michigan Property;
9 and Flagstar, CP10, and the limited partners of CP10 (“CP10 Partners”)¹
10 have no claims against the Receivership estate, except to a limited
11 degree as specified in the CP10 Settlement Agreement.² (Hebrank
12 Declaration, ¶ 5). Additionally, pursuant to paragraph 3(e) of the CP10
13 Settlement Agreement, the Receiver proposed to distribute not less than
14 the amount of One Hundred Thousand Dollars (\$100,000.00) as
15 payment on the CP10 Partners’ claims in this action. (Hebrank
16 Declaration, ¶ 6).

17 Now that the CP10 Settlement has been approved by the Court
18 and the terms of the CP10 Settlement Agreement has been effectuated,
19 the Receiver moves this Court for an Order approving the distribution of
20 the total amount of One Hundred Thousand Dollars (\$100,000.00) to the
21 CP10 Partners according to the “Copeland Properties 10 Distribution
22 Schedule,” a true and correct copy of which is attached as **Exhibit “B”**

23
24 ¹ The limited partners of CP10 include: Vellore Muraligopal; Klaus & Lynda Kuehn; Richard & Elayne
25 Allen; Copeland Properties Five, L.P.; Harold V. Racine; Myron & Ruby Cinque, Trustees, Cinque
26 Family Trust; Glenn Goodwin; Robert C. McColloch; Robert C. McColloch, Trustee for the Clem M.
27 McCulloch Trust; Richard Paul Blandford; Rick & Blanche Higdon, Trustees for the Higdon Revocable
28 Trust; and James Powell

² Pursuant to paragraph 2(g) of the CP10 Settlement Agreement, the CP10 Partners retained their
claims against the Receiver and the Receivership Estate only as investors in connection with a
distribution on investor claims in the SEC action.

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A LIMITED LIABILITY PARTNERSHIP
SEVENTEENTH FLOOR
401 WEST A STREET
SAN DIEGO, CALIFORNIA 92101-7944
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1 to the Hebrank Declaration (“Distribution Schedule”). (Hebrank
2 Declaration, ¶ 7). The proposed distribution accomplishes the intention of
3 the parties to the CP10 Settlement Agreement, and further finalizes the
4 Receiver’s responsibilities as set forth therein. (Hebrank Declaration, ¶
5 8). The proposed distribution is based on a pro rata share, calculated by
6 each of the CP10 Partners’ respective ownership interest in CP10, as
7 determined by their 2011 Schedule K-1 tax documents.³ (Id.)

8 As indicated in the proposed Distribution Schedule, the portion of
9 funds allocated to Muraligopal Living Trust and Muraligopal Living Trust
10 (CP11) (collectively the “Muraligopal Investors”) according to their
11 respective ownership interests in CP10, are to be retained by the
12 Receiver and not to be paid to the Muraligopal Investors. (Hebrank
13 Declaration, ¶ 9). This is due to the fact that an outstanding obligation
14 currently exists pursuant to which the Muraligopal Investors owe money
15 to Copeland Fixed Income Three, L.P. (“CFI3”), a receivership entity,
16 evidenced by a Note dated December 22, 2008 in the amount of
17 \$165,000.00. (Id.) Consequently, the Receiver intends to retain the
18 Muraligopal Investors’ share of the distribution to apply towards that
19 unpaid obligation. (Id.) This obligation is referenced in paragraph 2(d) of
20 the CP10 Settlement Agreement, which provides that the Receiver shall
21 retain any and all rights with respect to the obligation. (Id.)

22 Additionally, Dr. Vellore Muraligopal and CP10 investor Klaus
23 Kuehn each submitted a Proof of Claim to the Receiver against CP10 for
24 certain contingent and unliquidated claims. (Hebrank Declaration, ¶ 10).
25 These claims are based on the theory that, as claimed personal

26 ³ Exhibit “A” to Receiver’s Forensic Report #2, filed February 15, 2013, sets forth each of the CP10
27 Partners’ respective interests in CP10 according to their 2011 K-1 ownership percentage. None of the
28 CP10 Partners objected to the Report. (Hebrank Declaration, ¶ 8).

1 guarantors of the loan from Flagstar to CP10 secured by the Michigan
2 Property, Dr. Muraligopal and Mr. Kuehn are entitled to receive funds
3 from the Receivership Estate for payment of any future claims Flagstar
4 may make against them on the guaranties for any deficiency that may be
5 claimed by Flagstar. (Id.)

6 These claims do not alter or affect any distribution to the CP10
7 Partners under the Distribution Schedule. (Id.) First, pursuant to the
8 CP10 Settlement Agreement, executed by Dr. Muraligopal and Mr.
9 Kuehn, they have no claims against the Receivership Estate, except in
10 their capacity as *investors* in connection with a distribution on *investor*
11 *claims*. The CP10 Settlement Agreement disposed of any other category
12 of claims by any of the CP10 Partners, including any claims based on
13 their status as purported guarantors of any loans to the Receivership
14 Entities. Second, the claims by Dr. Muraligopal and Mr. Kuehn are
15 entirely contingent, unliquidated and speculative as there is no indication
16 that Flagstar will ever pursue them for any deficiency under the Flagstar
17 loan. Nevertheless, Dr. Muraligopal and Mr. Kuehn will be compensated
18 according to the Distribution Schedule, based on their status as investors
19 in CP10. (Id.) As indicated above, the funds allocated to the Muraligopal
20 Investors will be retained by the Receiver and applied towards the
21 obligation owed to CFI3.

22 **IV.**
23 **ARGUMENT**

24 Federal district courts have broad discretion in fashioning relief in
25 equity receiverships. See *SEC v. Credit Bancorp, Ltd.*, 290 F.3d 80, 91
26 (2d Cir. 2002); *SEC v. Basic Energy & Affiliated Res., Inc.*, 273 F.3d 657,
27 668 (6th Cir. 2001); *SEC v. Forex Asset Mgmt. LLC*, 242 F.3d 325, 328
28

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1 (5th Cir. 2001); *SEC v. Elliott*, 953 F.2d 1560, 1566-67 (11th Cir. 1992);
 2 *SEC v. Hardy*, 803 F.2d 1034, 1037-39 (9th Cir. 1986). Pursuant to
 3 these broad powers, courts may authorize any distribution of
 4 receivership assets that is “fair and reasonable.” *SEC v. Wealth Mgmt.*
 5 *LLC*, 628 F.3d 323, 332-33 (7th Cir. 2010); *SEC v. Wang*, 944 F.2d 80,
 6 85 (2d Cir. 1991); *SEC v. Byers*, 637 F. Supp. 2d 166, 174 (S.D.N.Y.
 7 2009) (*quoting Wang*, 944 F.2d at 81). So long as a court divides the
 8 assets “in a logical way,” the court’s distribution will not be disturbed on
 9 appeal. *United States v. Durham*, 86 F.3d 70, 73 (5th Cir. 1996).

10 Appellate review of distribution orders is “narrow,” *Forex*, 242 F.3d
 11 at 331 (quotation omitted), as appellate courts must not “chain the hands
 12 of the court in Equity” nor “rob the lower court of the discretion essential
 13 to its function.” *Durham*, 86 F.3d at 73. District courts frequently order
 14 interim or preliminary distributions. *See, e.g., Credit Bancorp*, 290 F.3d at
 15 85; *SEC v. Black*, 163 F.3d 188, 193 (3d Cir. 1998); *CFTC v. PrivateFX*
 16 *Global One*, 778 F. Supp. 2d 775, 778 (S.D. Tex. 2011); *SEC v.*
 17 *Amerifirst*, No. 3:08-CV-1188-D, 2008 WL 919546, at *6-7 (N.D. Tex.
 18 Mar. 13, 2008); *CFTC v. Eustace*, No. 05-2973, 2008 WL 471574, at *7
 19 (E.D. Pa. Feb. 19, 2008); *SEC v. Merrill Scott & Assocs., Ltd.*, No. 2:02-
 20 CV-39, 2006 WL 3813320, at *1 (D. Utah Dec. 26, 2006).

21 In this case, the Receiver’s plan to distribute \$100,000.00 to the
 22 CP10 Partners on a pro rata basis according to each of their respective
 23 ownership interests in CP10 is fair and reasonable. Most importantly, the
 24 CP10 Settlement Agreement explicitly provided for payment of
 25 \$100,000.00 to the CP10 Partners as payment on their claims in this
 26 matter. Therefore, this amount has been expressly agreed upon, which
 27 agreement has been approved by the Court. The Receiver’s retention of
 28

1 the funds allocated to the Muraligopal Investors and CP5 was also
2 specifically authorized by the express terms of the CP10 Settlement
3 Agreement.

4 Furthermore, the \$100,000.00 is being divided in a logical way
5 according to the Distribution Schedule. In equity receiverships, federal
6 courts overwhelmingly order pro rata distribution. *SEC v. Capital*
7 *Consultants, LLC*, 397 F.3d 733, 737, 746-47 (9th Cir. 2005); *Credit*
8 *Bancorp*, 290 F.3d at 87-89; *Forex*, 242 F.3d at 331-32; *Elliot*, 953 F.2d
9 at 1569-70; *Wealth Mgmt.*, 628 F.3d at 333. Upon approval of the plan
10 for distribution, the Receiver will be distributing the \$100,000.00 to the
11 CP10 Partners on a pro rata basis according to each of their respective
12 interests in CP10 as evidenced by their 2011 Schedule K-1 tax
13 documents. (Hebrank Declaration ¶ 8).

14 Finally, contingent and unliquidated claims, such as those made by
15 Dr. Muraligopal and Mr. Kuehn based on their claimed status as
16 personal guarantors of the CP10 debt, are not generally allowed. This is
17 true in the bankruptcy context (*see, In re Hoffinger Industries, Inc.*
18 *(Bankr.E.D.Ark.2004) 307 B.R. 112, 118*: “[t]his Court may not estimate
19 contingent or unliquidated...claims for purposes of distribution...”) and in
20 the context of insurance law (*see Cal. Ins. Code § 1025*: “[c]laims
21 founded upon unliquidated or undetermined demands...shall not share in
22 any distribution to creditors...until such claims have been definitely
23 determined, proved and allowed.”).

24 ///
25 ///
26 ///
27 ///

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6 Attorneys for Thomas C. Hebrank,
Permanent Receiver

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9 CENTRAL DISTRICT OF CALIFORNIA
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11 SECURITIES AND EXCHANGE
12 COMMISSION,

13 Plaintiff,

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

19 Defendants.

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

**DECLARATION OF THOMAS C.
HEBRANK IN SUPPORT OF
MOTION FOR ORDER
APPROVING THE RECEIVER’S
DISTRIBUTION OF CERTAIN
ASSETS TO THE INVESTORS OF
COPELAND PROPERTIES TEN,
L.P.**

Date: June 3, 2013

Time: 10:00 a.m.

Ctrm: 8, 2nd Floor

Judge: Hon. Manuel L. Real

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

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

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FACSIMILE 619 238-1981

1 “Receivership Entities”) including, but not limited to, Copeland Properties
2 Ten, L.P. (“CP10”).

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. On December 28, 2012, this Court entered an Order granting
6 my Motion for an Order Approving Settlement relating to that certain
7 Settlement Agreement and Mutual Release dated as of November 14,
8 2012 (“CP10 Settlement Agreement”) by and between myself, as
9 Receiver, and Flagstar Bank, F.S.B. (“Flagstar”).

10 4. Pursuant to the CP10 Settlement Agreement, a true and
11 correct fully-executed copy of which is attached hereto as **Exhibit “A,”**
12 *inter alia*, I retained a portion of the cash on hand relative to CP10’s
13 major asset, the real property located at 2350-2500 Meijer Drive, Troy,
14 Michigan 48084 (“Michigan Property”), and the remainder was placed in
15 an interest bearing account, subject to further order of this Court.

16 5. As a result of the settlement (“CP10 Settlement”), I now have
17 no further interest in CP10 and the Michigan Property; and Flagstar,
18 CP10, and the limited partners of CP10 (“CP10 Partners”)¹ have no
19 claims against the Receivership estate, except as set forth in the CP10
20 Settlement Agreement.²

21 6. Pursuant to paragraph 3(e) of the CP10 Settlement
22 Agreement, I proposed to distribute not less than the amount of One
23

¹ The limited partners of CP10 include: Vellore Muraligopal; Klaus & Lynda Kuehn; Richard & Elayne Allen; Copeland Properties Five, L.P.; Harold V. Racine; Myron & Ruby Cinque, Trustees, Cinque Family Trust; Glenn Goodwin; Robert C. McColloch; Robert C. McColloch, Trustee for the Clem M. McCulloch Trust; Richard Paul Blandford; Rick & Blanche Higdon, Trustees for the Higdon Revocable Trust; and James Powell

² Pursuant to paragraph 2(g) of the CP10 Settlement Agreement, the CP10 Partners retained their claims against the Receiver and the Receivership Estate only as investors in connection with a distribution on investor claims in the SEC action.

1 Hundred Thousand Dollars (\$100,000.00) as payment on the CP10
2 Partners' investor claims in this action.

3 7. Now that the CP10 Settlement has been approved by the
4 Court and the terms of the CP10 Settlement Agreement have been
5 effectuated, I am filing this Motion requesting that the Court enter an
6 Order approving the distribution of the total amount of One Hundred
7 Thousand Dollars (\$100,000.00) to the CP10 Partners according to the
8 "Copeland Properties 10 Distribution Schedule," a true and correct copy
9 of which is attached hereto as **Exhibit "B"** ("Distribution Schedule").

10 8. The proposed distribution accomplishes the intention of the
11 parties to the CP10 Settlement Agreement, and further finalizes the
12 Receiver's responsibilities as set forth therein. The proposed distribution
13 is based on a pro rata share, calculated by each of the CP10 Partners'
14 respective ownership interest in CP10, as determined by their 2011
15 Schedule K-1 tax documents.³

16 9. As indicated in the proposed Distribution Schedule, I intend
17 to retain the portion of funds allocated to Muraligopal Living Trust and
18 Muraligopal Living Trust (CP11) (collectively the "Muraligopal Investors")
19 according to their respective ownership interests in CP10, instead of
20 paying the funds to the Muraligopal Investors. This is due to the fact that
21 an outstanding obligation currently exists pursuant to which the
22 Muraligopal Investors owe money to Copeland Fixed Income Three, L.P.,
23 a receivership entity, evidenced by a Note dated December 22, 2008 in
24 the amount of \$165,000.00. I intend to retain the Muraligopal Investors'
25 share of the distribution to apply towards that unpaid obligation. This

26 ³ Exhibit "A" to Receiver's Forensic Report #2, filed February 15, 2013, sets forth each of the CP10
27 Partners' respective interests in CP10 according to their 2011 K-1 ownership percentage. None of the
28 CP10 Partners objected to the Report.

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

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 obligation is referenced in paragraph 2(d) of the CP10 Settlement
2 Agreement, which provides that I shall retain any and all rights with
3 respect to the obligation.

4 10. Dr. Vellore Muraligopal and CP10 investor Klaus Kuehn each
5 submitted a Proof of Claim against CP10, for certain contingent and
6 unliquidated claims. These claims are based on the theory that, as
7 claimed personal guarantors of the loan from Flagstar to CP10 secured
8 by the Michigan Property, Dr. Muraligopal and Mr. Kuehn are entitled to
9 receive funds from the Receivership Estate for payment of any future
10 claims Flagstar may make against them on the guaranties for any
11 deficiency that may be claimed by Flagstar. As a result of certain
12 provisions of the CP10 Settlement Agreement, these claims do not alter
13 or affect any distribution to the CP10 Partners under the Distribution
14 Schedule. Dr. Muraligopal and Mr. Kuehn will be compensated according
15 to the Distribution Schedule, based on their status as investors in CP10.

16 I declare under penalty of perjury under the laws of the State of
17 California that the foregoing is true and correct, and that this Declaration
18 was executed in San Diego, California on May 3, 2013.

19
20
21 By: /s/ Thomas C. Hebrank
Thomas C. Hebrank, Permanent Receiver

22 HEBCO.100.482106.1
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EXHIBIT A

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release ("Agreement") is made, effective as of November 14, 2012, by and among Thomas C. Hebrank, the court appointed Permanent Receiver ("Receiver") for Copeland Wealth Management, a Financial Advisory Corporation ("CWM"), Copeland Realty, a Real Estate Corporation ("CR"), and their subsidiaries and affiliates including, but not limited to, Copeland Properties Ten, LP ("Copeland Entities"), on the one hand, and Flagstar Bank, F.S.B. ("Flagstar"), on the other hand.

RECITALS

This Agreement is entered into with reference to the following facts:

A. On October 25, 2011, the Receiver was duly appointed as Permanent Receiver for the Copeland 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, as Document Number 53, the Court has ruled that the limited partnerships associated with CWM and CR, including Copeland Properties Ten, LP ("CP 10") are included in the Receivership. As part of the Court's Order, the Receiver was authorized, *inter alia*, to manage the real properties owned by the Copeland Entities.

B. CP 10 is a California limited partnership. CP 10's major asset is real property located at 2350 - 2500 Meijer Drive, Troy, Michigan 48084, consisting of several industrial manufacturing buildings ("Michigan Property"). The Michigan Property is fully leased to Faurecia Automotive Seating, Inc., a manufacturer of automotive parts. The Michigan Property is subject to a Mortgage in favor of Flagstar dated March 3, 2006, evidencing a loan in the original principal amount of \$9,450,000.00 ("Flagstar Loan"). Payments under the Flagstar Loan are current.

C. The General Partner of CP10 is CWM. The Limited Partners of CP 10 include the following: Vellore Muraligopal/Muraligopal Investments LLC, Klaus & Lynda Kuehn, Richard & Elayne Allen, CR, Harold V. Racine, Myron & Ruby Cinque, Trustees of the Cinque Family Trust, Glenn Goodwin, Robert McColloch, individually and as Trustee of the Clem M. McColloch Trust, Richard Paul Blandford, Rick & Blanche Higdon, Trustees of the Higdon Revocable Trust, and James Powell (collectively "CP 10 Partners").

D. Since his appointment as Receiver, the Receiver has managed the Michigan Property, collected the rents from the Michigan Property, and paid the loan payments due to Flagstar, as well as other expenses of the Michigan Property, including a recent payment of \$85,314.44 for 2012-2013 real property taxes. As of November 14, 2012, the Receiver is holding the sum of \$437,788.79 relative to the Michigan Property ("Cash on Hand").

E. The District Court in the SEC Action granted authorization for the Receiver to engage brokers and market the various Receivership Properties. Based on the information currently available to the Receiver, the market value of the Michigan Property is not sufficient to enable the Receiver to sell the Michigan Property for an amount which would result in meaningful net proceeds to the Receivership estate.

F. The Receiver is informed and believes that the CP 10 Partners wish to retain ownership and control of CP 10 and the Michigan Property.

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

page 2

G. The Receiver believes that the rents, issues and profits from the Michigan Property and the Cash on Hand are property of the Receivership. Flagstar has asserted that the Cash on Hand held by the Receiver is cash collateral securing the Flagstar Loan.

H. The parties hereto have now agreed to settle their respective interests in CP 10 and the CP 10 property, including the Michigan Property, as provided herein.

I. It is the desire of the parties to this Agreement to finally and fully terminate and cancel all relationships, controversies, claims, debts, obligations, and other matters whatsoever existing between them, or which may hereafter arise between the parties by reason of the facts and controversies of the SEC Action, except those obligations specifically created or reserved by this Agreement.

AGREEMENT AND MUTUAL RELEASE

In consideration of the foregoing facts, and the mutual covenants and agreements herein contained, all the parties hereby agree as follows:

1. Recitals. The above Recitals are incorporated into and made a part of this Agreement.
2. Terms.
 - a. The Receiver will retain the total amount of \$225,000.00 of the Cash on Hand.
 - b. The Receiver will place the remaining amount of Cash on Hand as of the date this Agreement is approved by the District Court as set forth in paragraph 3 below, including all lease payments made on the Michigan Property beginning with the December payment, (but excluding all management fees in the amount of \$5,000.00 per month) in an interest bearing account, which account shall be subject to further order of the Court. If this Agreement is not yet approved by the Court, the Receiver will timely pay the December and January mortgage payments owed to Flagstar.
 - c. The Receiver shall waive and release any claim arising out of the Note payable from CP 10 to Copeland Fixed Income Three in the amount of \$31,179.90.
 - d. The Receiver shall retain any and all rights with respect to the limited partner capital investment in CP 10 by Copeland Properties Five, LP in the amount of \$85,251.44 ("CP 5 Investment"), and any and all rights to the obligation evidenced by the Note from Vellore Muraligopal to Copeland Fixed Income Fund Three, LP dated December 22, 2008 in the amount of \$165,000.
 - e. The Receiver will provide the CP 10 Partners with copies of all financial documents in his possession and control relating to CP 10.
 - f. The Receiver will provide information to the CP 10 Partners regarding all known outstanding debts and obligations owed by CP 10 known to him.

EXHIBIT A

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

page 3

g. The Receiver will have no further interest in CP 10 and/or the Michigan Property, except for the CP 5 Investment. Flagstar and CP 10, and the CP 10 Partners, will have no claims against the Receiver or the Receivership estate, except the claims of the CP Partners as investors in connection with a distribution on investor claims in the SEC Action.

h. Flagstar and CP 10 will have no claims against the funds the Receiver will be retaining pursuant to paragraph 2(a) above, except as provided in paragraph 2.g. above.

3. Operation and Effectiveness of the Agreement. Subsequent to the execution of this Agreement by all parties, 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 evidenced by an Order containing, inter alia, the following terms:

a. CP 10 and the Michigan Property are no longer part of the Receivership estate and, except for the CP 5 Investment, the Receiver abandons any further interest in and to CP 10 and to the Michigan Property. The Receivership estate shall have no further claims against CP 10, except for the CP 5 Investment.

b. Any stay arising out of the SEC Action with respect to CP 10 and the Michigan Property shall be vacated and lifted.

c. The Receiver and the Receivership Estate shall be released from any and all claims by CP 10, the CP 10 Partners, and Flagstar, except as provided in paragraph 2.g. above.

d. Except as specifically provided by the Agreement, CP 10, the CP 10 Partners and Flagstar shall each retain their respective rights and obligations with respect to one another arising out of the Flagstar Loan or the Flagstar Loan documents and, specifically, Flagstar does not waive and this Agreement shall have no effect regarding any defaults that may exist under the Flagstar Loan or the Flagstar Loan documents and Flagstar does not waive or release and this Agreement shall have no effect on any claim or rights Flagstar may have against, CP 10, the CP 10 Partners or any guarantor of the Flagstar Loan.

e. Conditioned upon the approval by the District Court of this Agreement, the Receiver intends to request the District Court's approval to distribute not less than the amount of \$100,000.00 to the CP 10 Partners as payment on their claims in the SEC Action.

4. Mutual Release. For valuable consideration as set forth in the succeeding paragraphs of this Agreement and the mutual covenants contained herein, the Receiver, on the one hand, and Flagstar, on the other hand, and their agents, successors, related entities, assigns, and heirs hereby mutually release and forever discharge each other and their respective assignees, transferees, employees, servants, successors, heirs, agents, attorneys, insurers, and representatives thereof from any and all claims, demands, damages, debts, liabilities, actions, causes of action, suits, contracts, controversies, agreements, accounts, reckonings, and obligations, whether in law or in equity, which parties to this Agreement, or any of them, or their successors or assigns, had, owned or held, or now have, own or hold, or hereafter may have, own or hold which arise out of the SEC Action, CP 10, or

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

page 4

the Michigan Property. This release shall not affect Flagstar's rights, CP 10's rights or the CP 10 Investor's rights arising under the Flagstar Loan or the Flagstar Loan documents as among those parties.

5. Intention of the Parties. It is the intention of the parties executing this Agreement that it shall be effective as a full and final accord and satisfactory release of their respective claims, including each and every matter specifically or generally referred to herein, except as to those obligations specifically created herein. In furtherance of this intention, the parties agree as follows:

There is a risk that subsequent to the execution of this Agreement one or more parties will incur or suffer loss, damages or injuries which are in some way caused by the transactions referred to above, but which are unknown and unanticipated at the time this Agreement is signed.

The parties do hereby assume the above-mentioned risks and understand that this Agreement SHALL APPLY TO ALL UNKNOWN OR UNANTICIPATED RESULTS OF THE TRANSACTIONS AND OCCURRENCES DESCRIBED ABOVE, AS WELL AS THOSE KNOWN AND ANTICIPATED, and upon advice of legal counsel, the parties do hereby waive any and all rights under California Civil Code Section 1542, which section has been explained and reads as follows:

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.

The parties, and each of them, understand and acknowledge that the consequence of this waiver of California Civil Code Section 1542 is that even if a party should eventually suffer additional damages arising out of the matters referred to herein, that party will not be able to make any claim for those damages. Furthermore, the parties, and each of them, acknowledge that they intend these consequences even as to claims for damages that may exist as of the date of this Agreement but of which they are not presently aware. The parties acknowledge that they intend to waive even those claims which, if known, would materially affect the decision to execute this release, regardless of whether the lack of knowledge is the result of ignorance, oversight, error, negligence, or any other cause.

The advice of legal counsel has been obtained by all parties, and each of them, prior to signing this Agreement. All parties execute this Agreement voluntarily, with full knowledge of its significance, and with the express intention of affecting the legal consequences provided by Civil Code Section 1541, i.e., the extinguishment of all obligations.

6. Time is of the Essence. The parties agree that time is of the essence in the performance of all covenants and conditions of this Agreement.

7. No Admission. The parties acknowledge that the execution of this Agreement effects the settlement of claims which are contested and denied. The parties agree that nothing contained in this Agreement shall be construed as an admission by any party of any liability of any kind to the other party. Each party acknowledges that the other expressly denies that any of them is in any way liable or obligated to the other.

EXHIBIT A

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

page 5

8. Entire Agreement. The parties acknowledge that this Agreement contains the entire understanding of the parties; there are no promises, representations, warranties, or undertakings other than those expressed, implied, or referred to herein. The parties further acknowledge that they have not executed this Agreement in reliance on any promise, representation, or warranty not specifically contained or referred to herein.

9. Binding on Successors. 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, executors, legal representatives, assignees, successors, and agents of the parties.

10. Severability. The parties agree that the provisions of this instrument are severable and should any provision be, for any reason, unenforceable, the balance shall, nonetheless, be of full force and effect.

11. Construction. The parties agree that this Agreement shall, in all respects, be interpreted, enforced, and governed by and under the laws of the State of California. This Agreement is to be deemed to have been jointly prepared by the parties, and any uncertainty or ambiguity existing in this Agreement 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.

12. Attorneys' Fees. Each party to this Agreement will bear its own costs, expenses and attorneys' fees incurred in or arising out of the circumstances and dispute which are the subject of this Agreement. 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.

13. Counterparts. This Agreement may be executed in one or more counterparts and the signature pages collated to make one document, and shall be binding and effective immediately upon the execution by and delivery to all parties of one or more counterparts. A copy of a signature by facsimile or by scan-email will be acceptable in lieu of an original signature and shall carry the same force and effect as an original signature.

14. Advice of Counsel. The parties to this Agreement have had the opportunity to seek the advice of counsel concerning this settlement and this Agreement. Further, the parties expressly represent and warrant that they have had the advice and assistance of counsel concerning this settlement and this Agreement prior to its execution.

15. Future Assurances. The parties agree to execute, acknowledge, deliver, file, and/or 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.

16. Warranty Against Prior Assignment. The parties to this Agreement represent and warrant that they have not heretofore assigned, transferred, or purported to assign or transfer, to any other person or entity, any rights, claims, or causes of action herein released and discharged. Furthermore, each party to this Agreement shall hold each other party harmless from and against any rights, claims, or causes of action which have actually been assigned or transferred contrary to the foregoing warranties and any and all loss,

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

expenses and/or liabilities arising directly or indirectly out of the breach of any of the foregoing representations or warranties.

17. Jurisdiction. The parties agree that the District Court in the SEC Action shall retain jurisdiction of this matter until this settlement has been completed. In the event that any party hereto shall institute any action or proceeding to enforce, construe, or interpret any rights granted hereunder, said proceeding shall be brought in the SEC Action, if possible.

18. Warranty of Authority. Each individual executing this document on behalf of any party represents that he/she has been authorized by said party to execute this document, and does so execute this document on behalf of said party.

19. Disparagement. The parties agree that they will not publish or utter statements to anyone which may be understood or construed to be intended to injure or disparage any other party and, if any, its employees, officers, directors, managers, partners, trustees, beneficiaries, agents or business.

20. Jury Trial Waiver. To the maximum extent permitted by applicable law, in any action pending before any court of any jurisdiction, each of the parties waives, and agrees that, it shall not have, any right to a jury trial.

21. Choice of Venue. If there is a lawsuit arising from or related to this Agreement or from the matters referenced in the Recitals above and the SEC Action has concluded, each party hereto agrees to submit to the jurisdiction of the courts of the State of California.

22. Amendment. This Agreement may only be modified if the modification is in writing and is signed by the party against whom enforcement is sought.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth adjacent to their names.

Dated: _____

Thomas C. Hebrank, Receiver for Copeland Wealth Management, a Financial Advisory Corporation, Copeland Realty, a Real Estate Corporation, and their subsidiaries and affiliates

Flagstar Bank, F.S.B.

Dated: _____

By: _____
Name: _____
Title: _____

EXHIBIT B

**COPELAND PROPERTIES 10
DISTRIBUTION SCHEDULE**

Investor Name	2011 K-1 Ownership %	Amount to be Distributed	Distribution	Status
Robert and Elayne Allen	11.92169%	\$ 100,000.00	\$ 11,921.69	
Richard Paul Blandford Roth IRA	2.90456%	\$ 100,000.00	\$ 2,904.56	
Cinque Family Trust	9.43982%	\$ 100,000.00	\$ 9,439.82	
Glenn Goodwin Trust	9.87550%	\$ 100,000.00	\$ 9,875.50	
Higdon Revocable Trust	6.96480%	\$ 100,000.00	\$ 6,964.80	
Kluas & Linda Kuehn	10.89210%	\$ 100,000.00	\$ 10,892.10	
Robert McColloch IRA	2.90456%	\$ 100,000.00	\$ 2,904.56	
Clem McColloch Trust	2.90456%	\$ 100,000.00	\$ 2,904.56	
Muraligopal Living Trust	11.89199%	\$ 100,000.00	\$ 11,891.99	Do not pay - A/R offset
Muraligopal Living Trust (CP11)	12.87307%	\$ 100,000.00	\$ 12,873.07	Do not pay - A/R offset
Jim Powell	11.61824%	\$ 100,000.00	\$ 11,618.24	
Harold Racine IRA	3.16861%	\$ 100,000.00	\$ 3,168.61	
Copeland Properties 05 (1)	2.64050%	\$ 100,000.00	\$ 2,640.50	
	100.00000%		\$ 100,000.00	

(1) Retained by CP5 per Settlement Agreement.

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

6 Attorneys for Thomas C. Hebrank,
Permanent Receiver

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

11 SECURITIES AND EXCHANGE
12 COMMISSION,

13 Plaintiff,

14 v.

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

21 Defendants.

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

**NOTICE OF LODGMENT OF
ORDER APPROVING THE
RECEIVER’S DISTRIBUTION OF
CERTAIN ASSETS TO THE
INVESTORS OF COPELAND
PROPERTIES TEN, L.P.**

Date: June 3, 2013

Time: 10:00 a.m.

Ctrm: 8, 2nd Floor

Judge: Hon. Manuel L. Real

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

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(1) Order Approving the Receiver’s Distribution of Certain Assets to the Investors of Copeland Properties Ten, L.P.

Dated: May 3, 2013

MULVANEY BARRY BEATTY LINN & MAYERS, LLP

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

HEBCO.100.482151.1

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

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 THE
RECEIVER’S DISTRIBUTION OF
CERTAIN ASSETS TO THE
INVESTORS OF COPELAND
PROPERTIES TEN, L.P.**

Date: June 3, 2013

Time: 10:00 a.m.

Ctrm: 8, 2nd Floor

Judge: Hon. Manuel L. Real

The Court, having considered the Motion for Order Approving the Receiver’s Distribution of Certain Assets to the Investors of Copeland Properties Ten, L.P. (“Motion for Distribution”) by Mulvaney Barry Beatty Linn & Mayers, LLP (“Mulvaney Barry”), counsel for Thomas C. Hebrank (“Receiver”), the court-appointed Permanent Receiver for Copeland Wealth Management, a Financial Advisory Corporation, Copeland Wealth Management, a Real Estate

EXHIBIT A

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

3 IT IS HEREBY ORDERED as follows:

4 1. The Receiver is authorized to distribute the total amount of
5 \$100,000.00 (“CP10 Funds”) to the following investors in Copeland
6 Properties Ten, L.P. (“CP10”): Vellore Muraligopal; Klaus & Lynda
7 Kuehn; Richard & Elayne Allen; Copeland Properties Five, L.P.; Harold
8 V. Racine; Myron & Ruby Cinque, Trustees, Cinque Family Trust;
9 Glenn Goodwin; Robert C. McColloch; Robert C. McColloch, Trustee
10 for the Clem M. McCulloch Trust; Richard Paul Blandford; Rick &
11 Blanche Higdon, Trustees for the Higdon Revocable Trust; and James
12 Powell (collectively “CP10 Partners”).

13 2. The CP10 Funds are being distributed to the CP10 Partners
14 in accordance with that certain Settlement Agreement and Mutual
15 Release dated as of November 14, 2012 (“CP10 Settlement
16 Agreement”), attached as **Exhibit “A”** to the Declaration of Thomas C.
17 Hebrank filed in support of the Motion for Distribution (“Hebrank
18 Declaration”) approved by this Court on December 28, 2012.

19 3. The Receiver’s distribution of the \$100,000.00 shall be made
20 pursuant to the Distribution Schedule attached as **Exhibit “B”** to the
21 Hebrank Declaration.

22 4. Following the Receiver’s distribution of the CP10 Funds as
23 provided herein, the CP10 Partners shall have no further claims against
24 the Receivership Estate, except as specified in paragraph 2(g) of the
25 CP10 Settlement Agreement.

26 5. Vellore Muraligopal and Klaus Kuehn shall receive no
27 distribution on their Proofs of Claim based on their claims as guarantors
28

EXHIBIT A

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 of the CP10 debt to Flagstar Bank, F.S.B. The CP10 Settlement
2 Agreement disposed of any other category of claims by any of the
3 CP10 Partners, including Dr. Muraligopal's and Mr. Kuehn's claims
4 based on their status as purported guarantors of the debt previously
5 owed to Flagstar Bank, F.S.B. by CP10, and their claims are contingent
6 and unliquidated.

7 **IT IS SO ORDERED.**

8
9 **Dated:** _____ **Judge, United States District Court** _____

10 Submitted by:

11 MULVANEY BARRY BEATTY LINN & MAYERS LLP

12
13 By: /s/ Everett G. Barry, Jr.
14 Attorneys for Thomas C. Hebrank, Permanent Receiver

15
16 HEBCO.100.482179.1

MULVANEY BARRY BEATTY LINN & MAYERS

A LIMITED LIABILITY PARTNERSHIP
SEVENTEENTH FLOOR

401 WEST A STREET

SAN DIEGO, CALIFORNIA 92101-7944

TELEPHONE 619 238-1010

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28 **EXHIBIT A**

1 Everett G. Barry, Jr. (SBN 053119)
 2 John H. Stephens (SBN 82971)
 3 Patrick L. Prindle (SBN 87516)
 4 MULVANEY BARRY BEATTY LINN & MAYERS LLP
 5 401 West A Street, 17th Floor
 6 San Diego, CA 92101-7994
 Telephone: 619-238-1010
 7 Facsimile: 619-238-1981
 Attorneys for Permanent Receiver,
 8 Thomas C. Hebrank

9 UNITED STATES DISTRICT COURT
 10 CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

11 SECURITIES AND EXCHANGE
 12 COMMISSION,

13 Plaintiff,

14 v.

15 CHARLES P. COPELAND, ET
 16 AL.,

17 Defendants.

CASE NO. 11-cv-08607-R-DTB
CERTIFICATE OF SERVICE

DATE: June 3, 2013
 TIME: 10:00 a.m.
 Crtrm: 8, 2nd Floor
 Judge: Hon. Manuel L. Real

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

23 On May 3, 2013, I served the following documents:

- 24
 25 **1. NOTICE OF MOTION AND MOTION FOR ORDER APPROVING**
 26 **THE RECEIVER'S DISTRIBUTION OF CERTAIN ASSETS TO THE**
INVESTORS OF COPELAND PROPERTIES TEN, L.P.
 27
 28 **2. MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT**
OF MOTION FOR ORDER APPROVING THE RECEIVER'S

1 Everett G. Barry, Jr. (SBN 053119)
 2 John H. Stephens (SBN 82971)
 3 Patrick L. Prindle (SBN 87516)
 4 MULVANEY BARRY BEATTY LINN & MAYERS LLP
 5 401 West A Street, 17th Floor
 6 San Diego, CA 92101-7994
 Telephone: 619-238-1010
 Facsimile: 619-238-1981
 Attorneys for Permanent Receiver,
 Thomas C. Hebrank

7
 8 UNITED STATES DISTRICT COURT
 9 CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

10 SECURITIES AND EXCHANGE
 11 COMMISSION,

12 Plaintiff,

13 v.

14 CHARLES P. COPELAND, ET
 15 AL.,

16 Defendants.

CASE NO. 11-cv-08607-R-DTB
CERTIFICATE OF SERVICE

DATE: June 3, 2013
 TIME: 10:00 a.m.
 Crtrm: 8, 2nd Floor
 Judge: Hon. Manuel L. Real

17
 18
 19 I, Catherine Nownes-Whitaker, declare that I am over the age of 18
 20 years and not a party to the action. I am employed in the County of San
 21 Diego, California, within which county the subject service occurred. My
 22 business address is 5955 DeSoto Avenue, Suite 100, Woodland Hills,
 CA 91367.

23 On May 3, 2013, I served the following documents:

- 24
 25 **1. NOTICE OF MOTION AND MOTION FOR ORDER APPROVING**
 26 **THE RECEIVER’S DISTRIBUTION OF CERTAIN ASSETS TO**
THE INVESTORS OF COPELAND PROPERTIES TEN, L.P.
 27
 28 **2. MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT**
OF MOTION FOR ORDER APPROVING THE RECEIVER’S

DISTRIBUTION OF CERTAIN ASSETS TO THE INVESTORS OF COPELAND PROPERTIES TEN, L.P.

3. DECLARATION OF THOMAS C. HEBRANK IN SUPPORT OF MOTION FOR ORDER APPROVING THE RECEIVER'S DISTRIBUTION OF CERTAIN ASSETS TO THE INVESTORS OF COPELAND PROPERTIES TEN, L.P.

4. NOTICE OF LODGMENT OF ORDER APPROVING THE RECEIVER'S DISTRIBUTION OF CERTAIN ASSETS TO THE INVESTORS OF COPELAND PROPERTIES TEN, L.P.

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

[SEE ATTACHED SERVICE LIST]

 BY ELECTRONIC NOTICE VIA THE ECF SYSTEM. I electronically filed the document(s) listed above with the Clerk of the Court by using the CM/ECF system. Participants in the case who are registered CM/ECF users will be served by the CM/ECF system. Participants in the case who are not registered EM/ECF users will be served by mail or by other means permitted by the court rules.

 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 May 3, 2013 , at Woodland Hills, California.

 /s/ Catherine Nownes-Whitaker
Catherine Nownes-Whitaker

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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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/MAILING LIST

Updated: 03/20/13

Charles P. Copeland Copeland Group 25809 Business Center Dr., Ste B Redlands, CA 2374	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 33861 Plumtree Ln Yucaipa, CA 92399
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
Charles Schwab FBO Melvyn B. Roth IRA 5401 Lido Sands Dr Newport Beach, CA 92663-2204	Bonnie Kilmer 5120 Breckenridge Ave Banning, CA 92220	William F Davis Re: Floyd N. Andersen Highway 111 #9-472 La Quinta, CA 92253
Charles Schwab FBO Irena Sniecinski IRA P.O. Box 161680 Big Sky, MT 59716-1680	Maria Perez 1364 Aurora Ln San Bernardino, CA 92408	Geoffrey A. Gardiner 11535 Acacia St Loma Linda, CA 92354
Fred & Joyce Dimmitt 321 Myrtlewood Dr Calimesa, CA 92320	Charles Schwab FBO Melvyn Ross Roth IRA 5401 Lido Sands Dr Newport Beach, CA 92663	Charles Schwab FBO Janet Ihde IRA 35-800 Bob Hope Dr Ste 225 Rancho Mirage, CA 92270
Charles Schwab FBO Janet K. Ihde IRA P.O. Box 2131 Palm Springs, CA 92263	Charles Schwab FBO Kirk Howard Roth IRA 1648 Woodlands Rd Beaumont, CA 92223	Charles Schwab FBO Leonard F. Neumann IRA 30176 Live Oak Canyon Rd Redlands, CA 92373
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

Charles Schwab FBO Donald I. Peterson IRA Rollover 11075 Benton Street, Apt. 224 Loma Linda, CA 92354	Charles Schwab FBO Janet Ihde IRA P.O. Box 2131 Palm Springs, CA 92263	Charles Schwab FBO Kirk Howard IRA 1648 Woodlands Rd Beaumont, CA 92223
Charles Schwab FBO Janet Ihde 74-785 Hwy 111 Wall St W, Bldg #102 Indian Wells, CA 92210	Charles Schwab FBO Melvyn Ross Roth IRA 5401 Lido Sands Dr Newport Beach CA 92663	Charles Schwab FBO Richard Paul Blandford Roth IRA 7838 Valmont St Highland, CA 92346
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
Robert & Enid McColloch 5520 Apple Orchard Ln. Riverside, CA 92506	J. Jay & Theresa Whan 30660 Susan Dr. Cathedral City, CA 92234	Clem M. McColloch Trust 5520 Apple Orchard Ln. Riverside, CA 92506
Christine Coffman 11331 Sundance Lane Boca Raton, FL 33428	Cinque Family Trust 36261 Chaparral Court Yucaipa, CA 92399	David Ziilch Trust 941 Kensington Dr Redlands, CA 92374
Cynthia Healy 2560 Gorden Rd. Ste 201-A Monterey, CA 93942	David Conston 417 Chino Canyon Palm Springs, CA 92262	Dusty Bricker 28 Ave At Port Imperial #220 West New York, NJ 07093
Diana M. Weed 1339 Wallach Place NW Washington, DC 20009	Dotan Family Trust 1618 Woodlands Beaumont, CA 92228	Elena Nizzia 1155 Dysart Dr. Banning, CA 92220
Earl R. Schamehorn Jr. 1721 Valley Falls Ave Redlands, CA 92374	Eddie & Jamie Dotan 20 Fairlee Terrace Waban, MA 02468	Gordon & Myra Peterson 118 Edgemont Dr. Redlands, CA 92373
Fred & Elaine Hollaus 1096 Deer Clover Way Castle Pines, CO 80108-8271	James Powell 12535 Redstone Circle Yucaipa, CA 92399	James R. Watson MD Inc. Profit Sharing Plan 259 Terracina Blvd Redlands, CA 92373
Henry W. Shelton 805 Nottingham Dr Redlands, CA 92373	Jessie Coleen Birch Revocable Trust 1948 Cave St Redlands, CA 92374	Jill A. Meader Revocable Trust 27250 Nicolas Rd Apt. A231 Temecula, CA 92591
Hu Tongs Inc. 16127 Kasota Rd Ste 105 Apple Valley, CA 92307	JRT Revocable Trust Jon Taylor Trustee P.O. Box 681 Calimesa, CA 92320	Kasota Group 279 Green Mountain Palm Desert, CA 92211
James P. Gerrard 1562 Lisa Ln. Redlands, CA 92374	Kathleen R. Wright 3605 Bonita Verde Dr Bonita CA 91902	Katie Hernandez P.O. Box 8874 Redlands CA 92375
Jean Seyda 168 Lakeshore Dr Rancho Mirage CA 92270	Robert Casady 14047 Pamlico Rd Apple Valley CA 92307	Jon J. Whan 30660 Susan Dr Cathedral City CA 92234
Joe Pinkner 279 Green Mountain Palm Desert CA 92211	Leonard F. Neumann 30176 Live Oak Canyon Rd Redlands CA 92373	Leslie G. Laybourne 11050 Bryant St Space 276 Yucaipa CA 92399
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
Khari Baker 27878 Via Sarasate Mission Viejo CA 92692	Mary Margaret Hasy Revocable Trust 6609 Summer Trail Place Highland CA 92346	Melvyn & Ruth Ross 5401 Lido Sands Dr. Newport Beach CA 92663
Smith Revocable Trust Lenna Smith 38367 Cherrywood Dr Murrieta CA 92562	Neal & Ruth Bricker Family Trust 985 S Orange Grove Blvd Unit 101 Pasadena CA 91105	Neal Living Trust 7322 Starboard St Carlsbad CA 92011

Lillian N. Franklin 740 E. Avery St San Bernardino CA 92404	Ngyuen & Nong Pension Plan 209 East Sunset Dr South Redlands CA 92373	Patrice A. Milkovich 3605 Bonita Verde Dr Bonita CA 91902
Manley J. Luckey 8531 Glendale Rd Hesperia CA 92345	Peggy Hatfield Neumann 30176 Live Oak Canyon Rd Redlands CA 92373	Perez Family Survivors Trust 13219 Pipeline Ave Chino CA 91710
Mark & Barbara Carpenter 35571 Sleepy Hollow Rd Yucaipa CA 92399	Peterson Revocable Living Trust 11075 Benton Street, Apt. 224 Loma Linda CA 92354	Pinkner Family Trust 279 Green Mountain Palm Desert CA 92211
Neonatology Medical Group Inc. Retirement Plan 731 Buckingham Dr Redlands CA 92374	Ron Mitchell 12033 Fourth St Yucaipa CA 92399	Samuel D. Gregory 4432 Strong St Riverside CA 92501
Paul Family Trust P.O. Box 7357 Redlands CA 92375	Schachtel Family Trust 6 Strauss Terrace Rancho Mirage CA 92270	Steele Family Trust 26858 Calle Real Capistrano Beach CA 92624
Perry Damiani 16127 Kasota Rd Ste 105 Apple Valley CA 92307	Taber Family Trust 1475 Crestview Rd Redlands CA 92374	TD Ameritrade FBO Steven IRA 14424 Greenpoint Ln Huntersville NC 28078
Rhonda Dean 1705 Antho NY Ave Cottage Grove OR 97424	Donna Wooley 12721 Columbia Ave Yucaipa CA 92399	TD Ameritrade FBO Betty Markwardt IRA 1220 West 4th St Anaconda MT 59711
Robert R. & Elayne Allen Route 2 Box 284 Ellington MO 63638	TD Ameritrade FBO Horace Dillow IRA 1343 Crestview Rd Redlands CA 92374	Cynthia Gillilan 39292 Oak Glen Rd Yucaipa CA 92399
Sandra And Perry Hayes 111 E. Sunset Dr South Redlands CA 92373	Jennifer Smith 38367 Cherrywood Dr Murrieta CA 92562	TD Ameritrade FBO Eddie Dotan Rollover IRA 20 Fairlee Terrace Waban MA 02468
Stahr Living Trust 667 Gull Dr Bodega Bay CA 94923	TD Ameritrade FBO Joseph Dotan IRA 1618 Woodlands Rd Beaumont CA 92223	The Bork Family Trust 24968 Lawton Ave Loma Linda CA 92357
TD Ameritrade FBO Charles Grey IRA 63 Turnbury Ln Irvine CA 92620	Ziilch Family Trust 667 Gull Dr Bodega Bay CA 94923	Thomas Phillips 1582 Huckleberry Ln San Luis Obispo CA 93401
TD Ameritrade FBO Jill Meader IRA 27250 Nicolas Rd Apt. A231 Temecula CA 92591	William & Marion Conley 376 Franklin Ave Redlands CA 92373	Ziilch Bypass Trust 667 Gull Dr Bodega Bay CA 94923
TD Ameritrade FBO Stephen Weiss IRA Rollover 109 Midland Rd. Charlestown RI 02813	Louis G. Fournier III The Sutton Companies 525 Plum St., Ste 100 Syracuse NY 13204	Debra B. Gervais Law Office of Debra B. Gervais 302 West South Ave Redlands CA 92373
TD Ameritrade FBO Ehud Dotan IRA 20 Fairlee Terrace Waban WA 02468	Michael S. Leib Maddin Hauser Wartell Roth & Heller PC Third Flr Essex Centre 28400 Northwestern Highway Southfield MI 48034-8004	Rollie A. Peterson Esq. Peterson & Kell 2377 Gold Meadow Way Ste 280 Gold River, CA 95670
TD Ameritrade FBO Dallas Stahr IRA 667 Gull Dr Bodega Bay CA 94923	Gregory Glenn Glenn Conservatorship Cynthia Healy P. O. Box 4037 Monterey CA 93942	Dorothy Ziilch 667 Gull Dr Bodega Bay, CA 94923
The Peterson Revocable Living Trust 11075 Benton Street, Apt. 224 Loma Linda, CA 92354	Judy Racine 1408 S. Center St Redlands CA 92373	William & Dolores McDonald 1354 Rhonda Ln Redlands, CA 92373
Timothy C. Weed 133 E. Palm Ln Redlands, CA 92373	Norman & Lois Smith 36135 Golden Gate Dr. Yucaipa CA 92399	Brian & Sheri Branson 302 W. South Ave Redlands, CA 92373

David Holden 555 W. Redlands Blvd Redlands, CA 92373	Chris Condon 1334 Susan Ave Redlands, CA 92374	Mark Edwards P.O. Box 9058 Redlands, CA 92346
William R. & Janice L. Steele 26858 Calle Real Capistrano Beach, CA 92624	Frank Quinlan 895 Dove St 5 th Flr Newport Beach, CA 92660	Joy Atiga 12925 Hilary Way Redlands, CA 92373
Harold Raune Richard D. McCune Jr. McCune Wright LLP 2068 Orange Tree Ln., Ste 216 Redlands, CA 92374	Karl Schamehorn 1005 Hamlin Place Redlands, CA 92373	John Coombe 5 First American Way 4 th Flr Santa Ana, CA 92707
Phillip Wang Duane Morris LLP One Market Plaza Spear Tower, Ste 2200 San Francisco CA 94105-1127	David Baldrige 1717 Chaparral #2 Redlands, CA 92373	Judy Baca 1001 West Balboa Blvd Newport Beach, CA 92661
Suzane L. Bricker 1444 W. 11th St Upland CA 91786	Dusty Bricker 241 W. 97 th St #14M New York NY 10025	Klaus K.A. Kuehn 3404 Beverly Dr San Bernardino CA 92405
Wright Family Living Trust 111 Sierra Vista Dr Redlands CA 92373	Stewart R. Wright 111 Sierra Vista Dr Redlands CA 92373	Higdon Revocable Trust 29107 Guava Ln Big Pine Key FL 33043
Weed Family Living Trust c/o Cathy or Stephen Weed 62 Rue Jean Baptiste Pigalle Paris FC 75010	Susan Wright 111 Sierra Vista Dr Redlands CA 92373	Vellore G. Muraligopal, Muraligopal Living Trust c/o Alfonso L. Poiré, Gaw Van Male 1261 Travis Blvd., Ste 350 Fairfield CA 94533-4825
TD Ameritrade FBO Don L. Higdon IRA 1600 Rhododendron #412 Florence OR 97439	Rick Higdon 29107 Guava Ln Big Pine Key FL 33043	Klaus & Linda Kuehn 13138 Oak Crest Dr Yucaipa CA 92399
Dr John Kohut /Mrs. Joann Kohut / Kohut Family Trust / John J. Kohut / FBO John Kohut IRA c/o Lisa Torres Esq. Gates O'Doherty Gonter & Guy LLP 15373 Innovation Dr., Ste 170 San Diego CA 92128	Wayland W. Eure Jr. MD / FBO W.W. Eure Jr. MD Inc. IRA c/o David G. Moore Esq. Reid & Hellyer APC 3880 Lemon St Fifth Flr P.O. Box 1300 Riverside CA 92502-1300	Lynch Bypass Trust Lynch Lifetime Trust c/o David R. Moore Moore & Skiljan 7700 El Camino Real, Ste 207 Carlsbad CA 92009
George L. Fletcher/Janet G. Fletcher c/o Christopher A. Shumate Albrektsen Law Offices 1801 Orange Tree Ln Ste 230 Redlands, CA 92374-4587	George L. Fletcher Janet G. Fletcher 1910 Country Club Ln Redlands, CA 92373	George L. Fletcher/Janet G. Fletcher Trustees of the Fletcher Trust dated February 26 2010 1910 Country Club Ln Redlands, CA 92373
Charles Schwab FBO W.W. Eure Jr. MD Inc. IRA P.O. Box 10065 San Bernardino, CA 92423	W.W. Eure Jr. MD Inc. Donald Mason Registered Agent 8275 Deadwood Ct Redlands, CA 92373	Muraligopal Living Trust 731 Buckingham Dr Redlands, CA 92374
Vellore G. Muraligopal 731 Buckingham Dr Redlands, CA 92374	John J. Kohut 6946 Orozco Dr Riverside, CA 92506	Kohut Family Trust 6946 Orozco Dr Riverside, CA 92506
TD Ameritrade FBO John Kohut IRA 6946 Orozco Dr Riverside, CA 92506	Robert M. Shaughnessy Esq. DUCKOR SPRADLING 3043 4th Ave San Diego, CA 92103	Dan Baker c/o Jonathan L. Geballe Esq. 11 Broadway Ste 615 New York, NY 10004
Glenn Goodwin Trust PO Box 735 Skyforest, CA 92385	Benton-Cole Properties Inc. 11761 Almond Court Loma Linda, CA 92354	Robert H. Ziprick Esq. Ziprick & Cramer LLP 707 Brookside Ave Redlands, CA 92373
Ben Perez, Philip Perez and Michael Perez 13245 Victoria Street Rancho Cucamonga, CA 91739	Bilzin Sumberg Baena Price Axelrod LLP 1450 Brickell Avenue, Suite 2300 Miami, FL 33131-3456	Dill & Showler 400 Brookside Avenue Redlands, CA 92373

Federal Express P.O. Box 7221 Pasadena, CA 91109-7321	Franchise Tax Board P.O. Box 942857 Sacramento, CA 94257-0601	Goodwin & Associates 1175 Idaho St., Suite 201 Redlands, CA 92374
LandAmerica Assessment Corporation P.O. Box 27567 Richmond, VA 23261	Midland Loan Services PNC Bank Lockbox Lockbox Number 771223 1223 Solutions Center Chicago, IL 60677-1002	North Carolina Department of Revenue P.O. Box 25000 Raleigh, NC 27640-0645
Paracorp dba Parasec P.O. Box 160568 Sacramento, CA 95816-0568	Premium Assignment Corporation P.O. Box 3100 Tallahassee, FL 32315-3100	Scott Showler, Attorney at Law 1839 Commercenter West San Bernardino, CA 92408
Spilman Thomas & Battle, PLLC 110 Oakwood Drive, Suite 500 Winston-Salem, NC 27103	The Goodwin Insurance Agency P.O. Box 1897 Redlands, CA 92373	United States Treasury 290 North D Street San Bernardino, CA 92401-9964
Waterstone Asset Management 8720 Red Oak Blvd., Suite 300 Charlotte, NC 28217	Higgs Benjamin 101 West Friendly Ave., Suite 500 Greensboro, NC 27401	David Rapp, President Desert Commercial Property Management P.O. Box 2367 Rancho Mirage, CA 92270
Alfonso L. Poiré, Esq. Gaw, Van Male, APC 1261 Travis Blvd., Suite 350 Fairfield, CA 94533	James R. Forbes, Esq. Gaw, Van Male, APC 1261 Travis Blvd., Suite 350 Fairfield, CA 94533	American West Properties, Inc. P.O. Box 1299 Lake Forest, CA 92609
Brunick, McElhaney & Beckett P.O. Box 6425 San Bernardino, CA 92412	JG Service Company 15632 El Prado Road Chino, CA 91710	Linda Key MNJ Key Corporation P.O. Box 3655 San Diego, CA 92163-3655
MNJ Key Corporation P.O. Box 3655 San Diego CA 92163-3655	Charles & Mildred Grey 63 Turnbury Lane Irvine, CA 92620-0244	Mound Investments Attn: Rhonda Welday 34124 Freedom Road Farmington, MI 48335
OneWest Bank 390 West Valley Parkway Escondido, CA 92025-2635	SimplexGrinnell Dept CH 10320 Palatine, IL 60055-0320	Watertight Plumbing, Inc. 16462 Gothard St., Suite 202 Huntington Beach, CA 92647
Wesseling & Brackermann 6439 28 th Avenue Hudsonville, MI 49426	Ace Restoration & Waterproofing Inc. 620 E. Walnut Avenue Fullerton, CA 92831	Champion Roof Company 2233 Martin St. Suite 202 Irvine, CA 92612
Club Resource Group 25520 Schulte Court Tracy, CA 95377	Elizabeth Branson P.O. Box 911 Loma Linda, CA 92354	Michigan Department of Treasury P.O. Box 30113 Lansing, MI 48909
Michigan Dept of Treasury P.O. Box 30774 Lansing, MI 48909-8274	State of Michigan c/o Michigan Dept. of Treasury Dept. 77003 Detroit, MI 48277-0003	Cornerstone Lane Surveying Company 958 Temescal Circle Corona, CA 92879
Don Kent Riverside County Treasurer P.O. Box 12010 Riverside, CA 92502-2210	Elrod Fence Company 6459 Mission Blvd. Riverside, CA 92509	EMC Insurance Companies P.O. Box 219225 Kansas City, MO 64121-9225
FATCO National Commercial Services Attn: Accounts Receivable Dept. 5 First American Way Santa Ana, CA 92707	Innovative Electric & Consulting Inc. 18355 Hibiscus Avenue Riverside, CA 92508	Keystone Mortgage Corporation Attn: Loan Servicing Dept. 360 N. Sepulveda Blvd., Suite El Segundo, CA 90245

Mirage Developers, Inc. 121 S. Palm Canyon Dr., #208 Palm Springs, CA 92262	REP – Real Estate Partners 2569 McCabe Way, 2 nd Floor Irvine, CA 92614	Riverside Public Utilities 3900 Main Street Riverside, CA 92522-0144
The Mattacola Law Firm 217 N. Washington Street P.O. Box 725 Rome, NY 13442-0725	A J Horne Electric Company c/o Goldberg & Bloom, Inc. Attn: Robin Bloom 4750 N. Hiatus Rd. Fort Lauderdale, FL 33351	AJ Horne Electric Company 1200 South Broadway, Suite 105 Lexington, KY 40504
ADT Security Services Inc. P.O. Box 371967 Pittsburgh, PA 15250-7967	Aetna Building Maintenance P.O. Box 636290 Cincinnati, OH 45263-6290	Allied Waste Services #922 Sacramento P.O. Box 78030 Phoenix, AZ 85062-8030
Isaac Commercial Properties 771 Corporate Drive, Suite 30 Lexington, KY 40555-5066	B.B.D. Cleaning Service & Solutions P.O. Box 817 Lawrenceburg, KY 40342	Ben-Tel Service P.O. Box 55066 Lexington, KY 40555-5066
C & R Asphalt P.O. Box 8201 Lexington, KY 40533-8201	Cathy Burgess Interiors 155 East Main Street, Suite 102 Lexington, KY 40507	Columbia Gas of Kentucky P.O. Box 742523 Cincinnati, OH 45274-2523
Commonwealth of Kentucky Office of Housing, Building & Const. 101 Sea Hero Road, Suite 200 Frankfort, KY 40601-5405	Davis H. Elliot Construction Co., Inc. P.O. Box 37251 Baltimore, MD 21297-3251	Derek Roscoe c/o NAI Isaac Commercial Prop. 771 Corporate Dr., Suite 300 Lexington, KY 40503
Division of Revenue Lexington-Fayette Urban Cnty Govt P.O. Box 14058 Lexington, KY 40512	Golden Eagle Insurance P.O. Box 84834 San Diego, CA 92186-5834	Home Savings & Loan Company Commercial Loan Dpt. P.O. Box 1111 Youngstown, OH 44501
Ohio Department of Taxation P.O. Box 182101 Columbus, OH 43218-2101	Ohio Treasurer of State P.O. Box 181140 Columbus, OH 43218-1140	Spillman Thomaos & Battle 300 Kanawha Blvd. East P.O. Box 273 Charleston, WV 25321-00273
Thomas N. Jacobson, Esq. 3750 Santa Fe Avenue, Suite 105 Riverside, CA 92507	CLMG Corp. P.O. Box 55278 Boston, MA 02205-5278	Locke & Lord 111 South Wacker Drive Chicago, IL 60606
Mount Investment Limited Partnership c/o Heritier Nance & Smothers, P.C. 2150 Butterfield, Suite 250 Troy, MI 48084		