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12 Attorneys for Thomas C. Hebrank,
13 Permanent Receiver

14 UNITED STATES DISTRICT COURT

15 CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

16 SECURITIES AND EXCHANGE
17 COMMISSION,

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,

27 Defendants.

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

**NOTICE OF MOTION AND
MOTION FOR ORDER
APPROVING SETTLEMENT WITH
NOTES RECEIVABLE ACCOUNT
DEBTOR DR. VELLORE
MURALIGOPAL AND THE
MURALIGOPAL LIVING TRUST**

Date: August 19, 2013

Time: 10:00 a.m.

Ctrm: 8, 2nd Floor

Judge: Hon. Manuel L. Real

TO ALL INTERESTED PARTIES:

Please Take Notice that on August 19, 2013, at 10:00 a.m., in Courtroom 8 of the above-entitled Court located at 312 N. Spring Street, Los Angeles, California 90012, a hearing will be held on the Motion of Thomas C. Hebrank ("Receiver"), the court-appointed Permanent Receiver for Copeland Wealth Management, a Financial Advisory Corporation, Copeland Wealth Management, a Real Estate Corporation,

1 and their subsidiaries and affiliates (collectively "Receivership Entities"),
 2 for an Order Approving Settlement With Notes Receivable Account
 3 Debtor Vellore Muraligopal and the Muraligopal Living Trust.

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 Dr.
 25 Vellore Muraligopal, and the Muraligopal Living Trust (collectively
 26 "Muraligopal"), on the other hand ("Settlement"), regarding an unsecured
 27 obligation owed to Copeland Fixed Income Three, LP, a receivership

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entity ("Obligation"). The Obligation is evidenced by a promissory note in the original principal amount of \$165,000.00.

Since his appointment, the Receiver has actively and diligently attempted to collect the amount due under the Obligation, leading to negotiations, and ultimately a settlement of the Obligation ("Settlement"). The terms of the Settlement have been memorialized in writing, subject to court approval, and the agreement is attached to the Receiver's Declaration filed concurrently herewith as Exhibit "A".

In general, the Settlement involves a Settlement Agreement and Mutual Release pursuant to the terms of which, *inter alia*, the Receiver has agreed to accept the total amount of One Hundred Twenty Seven Thousand Six Hundred Seven Dollars and Eight Cents (\$127,607.08), in full satisfaction of the Obligation. This settlement amount is comprised of Muraligopal's share of certain distributions retained by the Receiver relating to Copeland Properties Ten, LP ("CP10") in the total amount of \$62,607.08, plus \$65,000.00 to be paid in monthly installment payments over a period of twenty four (24) months. Dr. Muraligopal has agreed to confess to judgment in the amount of \$65,000.00, less any payments made, to be entered upon default in any of the monthly installment payments.

In exchange, upon payment of the settlement amount in full, the Receiver has agreed to deem the Obligation satisfied and cease further enforcement efforts, including litigation. Although the amount to be accepted by the Receiver pursuant to the Settlement is less than the amount currently owed under the Obligation, the Receiver believes that the Settlement involves a reasonable resolution under the circumstances of the matter, and that the amount to be collected pursuant to the

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1 Settlement represents the best possible recovery under the
2 circumstances of this case.

3 This Motion is made following the conference of counsel pursuant
4 to L.R. 7-3 in connection with the approval of the agreement which is the
5 subject of this motion.

6 **NOTICE IS HEREBY GIVEN** that a proposed Order Approving
7 Settlement With Notes Receivable Account Debtor Vellore Muraligopal,
8 individually and in his capacity as the Trustee of the Muraligopal Living
9 Trust, a true and correct copy of which is attached hereto as **Exhibit "A"**
10 and by this reference made a part hereof, has been lodged with the
11 above-entitled Court.

12 WHEREFORE, the Receiver requests that the Court grant the
13 relief requested herein and such other relief as may be appropriate
14 under the circumstances.

15 Dated: July 19, 2013

MULVANEY BARRY BEATTY LINN &
MAYERS LLP

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19 By: /s/ Everett G. Barry, Jr.
Everett G. Barry, Jr.
20 Attorneys for Thomas C. Hebrank, Receiver
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HEBCO.100.493446.1

EXHIBIT A

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

22 Defendants.
23

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

[PROPOSED]

**ORDER APPROVING
SETTLEMENT WITH NOTES
RECEIVABLE ACCOUNT
DEBTOR DR. VELLORE
MURALIGOPAL AND THE
MURALIGOPAL LIVING TRUST**

Date: August 19, 2013

Time: 10:00 a.m.

Ctrm: 8, 2nd Floor

Judge: Hon. Manuel L. Real

24 The Court, having considered the Motion for Order Approving
25 Settlement with Notes Receiveable Account Debtor Dr. Vellore
26 Muraligopal and the Muraligopal Living Trust and supporting
27 documentation by Mulvaney Barry Beatty Linn & Mayers, LLP,
28 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 any opposition
4 thereto, and good cause appearing therefor,

5 IT IS HEREBY ORDERED as follows:

6 1. The settlement between the Receiver, on the one hand, and
7 Notes Receivable Account Debtor Dr. Vellore Muraligopal ("Dr.
8 Muraligopal") and the Muraligopal Living Trust, on the other hand (the
9 "Settlement"), regarding an unsecured obligation owed by Dr.
10 Muraligopal to Copeland Fixed Income Three, L.P., a Receivership
11 Entity is approved;

12 2. The Settlement Agreement and Mutual Release attached as
13 **Exhibit "A"** to the Declaration of the Receiver in Support of Motion for
14 Order Approving Settlement with Notes Receivable Account Debtor Dr.
15 Vellore Muraligopal and the Muraligopal Living Trust is approved.

16 **IT IS SO ORDERED.**

17 **Dated:** _____
18 **Judge, United States District Court**

19 Submitted by:

20 MULVANEY BARRY BEATTY LINN & MAYERS LLP
21

22 By: /s/ Everett G. Barry, Jr.
23 Attorneys for Thomas C. Hebrank, Permanent Receiver
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28 HEBCO.100.493768.1

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Telephone: 619-238-1010

Facsimile: 619-238-1981

Attorneys for Thomas C. Hebrank,
Permanent Receiver

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

**MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT OF
MOTION FOR ORDER
APPROVING SETTLEMENT WITH
NOTES RECEIVABLE ACCOUNT
DEBTOR DR. VELLORE
MURALIGOPAL AND THE
MURALIGOPAL LIVING TRUST**

Date: August 19, 2013

Time: 10:00 a.m.

Ctrm: 8, 2nd Floor

Judge: Hon. Manuel L. Real

MEMORANDUM OF POINTS AND AUTHORITIES

I.

INTRODUCTION

Thomas C. Hebrank ("Receiver"), the court-appointed Permanent Receiver for Copeland Wealth Management, a Financial Advisory Corporation, Copeland Wealth Management, a Real Estate Corporation, and their subsidiaries and affiliates ("Receivership Entities") including, but not limited to, Copeland Fixed Income Three, LP ("CFI3"), hereby

1 submits the following Memorandum of Points and Authorities in support
 2 of the Motion for an Order approving the settlement proposed to be
 3 entered into by and between the Receiver, on the one hand, and Dr.
 4 Vellore Muraligopal ("Dr. Muraligopal") and the Muraligopal Living Trust,
 5 on the other hand, as explained in greater detail below.

6 II.

7 PROCEDURAL 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 to be the permanent receiver for all
 14 assets of the Receivership Entities, placing their assets into the
 15 Receiver's possession and control and granting him the full powers of an
 16 equity receiver, including the power to make such agreements as may
 17 be necessary and advisable in discharging his duties. ("10/25/11 Order").
 18 Docket No. 3.

19 On or about March 12, 2012, the Court issued an additional order
 20 clarifying the scope of the subject receivership, which provided, *inter alia*,
 21 as follows: (1) all of the assets of CFI3, including choses in action, are
 22 included in the receivership; and (2) the Receiver has the authority to
 23 pursue causes of action against third parties who owe money to the
 24 Receivership Entities including, but not limited to, CFI3. 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 Dr. Muraligopal and the Muraligopal Living Trust (collectively "Muraligopal"), on the other hand, regarding an unsecured obligation owed to CFI3 ("Settlement"). More specific facts relating to the Settlement are set forth below.

On or about December 22, 2008, CFI3 made a commercial loan to Dr. Muraligopal in the original principal amount of \$165,000.00 (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 \$165,000.00 ("Note"), dated December 22, 2008. (*Id.*) Pursuant to the terms of the Note, interest accrued at the rate of eight percent (8.00%) per annum, and interest payments in the amount of \$1,100.00 were due on or before the twenty second (22nd) 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 December 21, 2009. (*Id.*)

The Note matured by its terms on December 21, 2009, and became immediately due and payable in full as of that date. (Hebrank Declaration ¶ 6). Dr. Muraligopal defaulted on his obligations to CFI3 by failing to pay the total amount due under the Note as of the maturity date. (*Id.*) Dr. Muraligopal has not made a payment on the Loan since October of 2012. (*Id.*)

On or about June 5, 2013, this Court entered an order ("6/5/13 Order") allowing the distribution of certain funds held by the Receiver in the amount of \$100,000.00 to the investors in Copeland Properties Ten,

LP ("CP10"), including Muraligopal. (Hebrank Declaration ¶ 7). Pursuant to the 6/5/13 Order, Muraligopal's share of the distribution, in the amount of \$24,765.06 ("CP10 Distribution #1 Share"), was retained by the Receiver to be applied towards the Loan. (*Id.*) Further, pursuant to the terms of a "Stipulation for Distribution of Funds Held by Receiver" entered into by and between the Receiver, CP10 and Flagstar Bank, F.S.B., the Receiver is authorized to withhold Muraligopal's share of additional funds due CP10 in the amount of \$37,842.02 ("CP10 Distribution #2 Share"), to apply towards the Loan. (Hebrank Declaration ¶ 8).

As of July 19, 2013, prior to the application of the CP10 Distribution #1 Share and the CP10 Distribution #2 Share (collectively "CP10 Distribution Shares"), there is now due, owing, and unpaid from Dr. Muraligopal to CFI3 the principal amount of \$165,000.00, plus all accrued unpaid interest at the rate of eight percent (8.00%) per annum until paid in full, plus attorney's fees and costs. (Hebrank Declaration ¶ 9).

Subject to court approval, the Receiver and Muraligopal have entered into a Settlement Agreement and Mutual Release ("Settlement Agreement") pursuant to the terms of which, *inter alia*, the Receiver has agreed to accept the total amount of One Hundred Twenty Seven Thousand Six Hundred Seven Dollars and Eight Cents (\$127,607.08), in full satisfaction of the Loan. (Hebrank Declaration ¶ 10). This settlement amount is comprised of Muraligopal's CP10 Distribution Shares, which total \$62,607.08, plus an additional \$65,000.00 to be paid in monthly installment payments over a period of twenty four (24) months. (*Id.*) Pursuant to the Settlement Agreement, and the documents attached thereto, Dr. Muraligopal has agreed to confess to judgment in the

1 amount of \$65,000.00, less any payments made, to be entered upon
 2 default in any of the monthly installment payments. (Hebrank Declaration
 3 ¶ 11).

4 In exchange, upon payment of the settlement amount in full, the
 5 Receiver has agreed to deem the Obligation satisfied and cease further
 6 enforcement efforts, including litigation. (Hebrank Declaration ¶ 12).
 7 Although the amount to be accepted by the Receiver pursuant to the
 8 Settlement is less than the total amount currently owed under the
 9 Obligation, the Receiver believes that the Settlement involves a
 10 reasonable resolution under the circumstances of the matter, and that
 11 the amount to be collected pursuant to the Settlement represents the
 12 best possible recovery under the circumstances of this case. (Hebrank
 13 Declaration ¶ 13).

14 The complete terms of the Settlement are set forth in the
 15 Settlement Agreement, a true and correct copy of which is attached as
 16 **Exhibit “A”** to the Hebrank Declaration, and is incorporated herein by
 17 this reference as though set forth at length. (Hebrank Declaration ¶ 15).

18 IV.

19 ARGUMENT

20 “The power of a district court to impose a receivership or grant
 21 other forms of ancillary relief does not in the first instance depend on a
 22 statutory grant of power from the securities laws. Rather, the authority
 23 derives from the inherent power of a court of equity to fashion effective
 24 relief.” *SEC v. Wencke*, 622 F.2d 1363, 1369 (9th Cir. 1980). The
 25 “primary purpose of equity receiverships is to promote orderly and
 26 efficient administration of the estate by the district court for the benefit of
 27 creditors.” *S.E.C. v. Hardy*, 803 F.2d 1034, 1038 (9th Cir. 1986). As the
 28 appointment of a receiver is authorized by the broad equitable powers of

1 the court, any distribution of assets must also be done equitably and
2 fairly. See *S.E.C. v. Elliot*, 953 F.2d 1560, 1569 (11th Cir. 1992).

3 District courts have the broad power of a court of equity to
4 determine the appropriate action in the administration and supervision of
5 an equity receivership. See *S.E.C. v. Capital Consultants, LLC*, 397 F.
6 3d 733, 738 (9th Cir. 2005). The *Capital Consultants* Court directed:

7 A district court's power to supervise an equity
8 receivership and to determine the appropriate
9 action to be taken in the administration of the
10 receivership is extremely broad. The district
11 court has broad powers and wide discretion to
12 determine the appropriate relief in an equity
13 receivership. The basis for this broad deference
14 to the district court's supervisory role in equity
15 receiverships arises out of the fact that most
16 receiverships involve multiple parties and complex
17 transactions. A district court's decision concerning
18 the supervision of an equitable receivership is
19 reviewed for abuse of discretion.

20 Id. (citations omitted); see also *Commodities Futures Trading Comm'n. v.*
21 *Topworth Int'l, Ltd.*, 205 F.3d 1107, 1115 (9th Cir. 1999) ("This court
22 affords 'broad deference' to the court's supervisory role, and 'we
23 generally uphold reasonable procedures instituted by the district court
24 that serve th[e] purpose' of orderly and efficient administration of the
25 receivership for the benefit of creditors.") Accordingly, the Court has
26 broad equitable powers and discretion in formulating procedures,
27 schedules, and guidelines for administration of the receivership estate
28 and disposition of receivership assets.

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

- (f) to make such payments and disbursements from the funds
and assets taken into custody, control and possession or
thereafter received by him or her, and to incur, or authorize
the making of, such agreements as may be necessary and

advisable in discharging his or her duties as permanent receiver;

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

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

The above referenced Settlement Agreement, proposed to be entered into between the Receiver and Muraligopal, accomplishes a fair, equitable, orderly and efficient administration of the Receivership estate. The amount to be collected pursuant to the Settlement is approximately seventy-seven percent (77%) of the principal balance of the Loan. Although a portion of the settlement amount will be made in installment payments, upon default in any monthly payments the Receiver is entitled to immediately enter a Judgment against Dr. Muraligopal, less any payments made, pursuant to the confession of judgment documents. Therefore, the Settlement appears to be a reasonable resolution of the matter and the Receiver is recovering an amount that he considers to be the best possible recovery under the circumstances of the case. (Hebrank Declaration ¶ 13).

The Receiver has performed a thorough review of the potential for recovery, and has concluded that the Settlement is fair, reasonable, and appropriate. (Hebrank Declaration ¶ 14). Accordingly, the Receiver requests that the Settlement be approved, so the terms can be effectuated. (Id.)

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IV.

CONCLUSION

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

Dated: July 19, 2013

MULVANEY BARRY BEATTY LINN &
MAYERS LLP

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

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HEBCO.100.493470.1

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11 Facsimile: 619-238-1981

12 Attorneys for Thomas C. Hebrank,
13 Permanent Receiver

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

16 SECURITIES AND EXCHANGE
17 COMMISSION,

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,

27 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 DR. VELLORE
MURALIGOPAL AND THE
MURALIGOPAL TRUST**

Date: August 19, 2013

Time: 10:00 a.m.

Ctrm: 8, 2nd Floor

Judge: Hon. Manuel L. Real

28 I, Thomas C. Hebrank, declare as follows:

1. I am the court-appointed Permanent Receiver ("Receiver")
for Copeland Wealth Management, a Financial Advisory Corporation
("CWM"), Copeland Wealth Management, a Real Estate Corporation
("Copeland Realty"), and their subsidiaries and affiliates (collectively, the
////

1 “Receivership Entities”) including, but not limited to, Copeland Fixed
2 Income Three, LP (“CFI3”).

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 have entered into a settlement
6 between myself, in my capacity as Receiver, on the one hand, and Notes
7 Receivable Account Debtor Dr. Muraligopal and the Muraligopal Living
8 Trust (collectively “Muraligopal”), on the other hand, regarding an
9 unsecured obligation owed to CFI3 (“Settlement”).

10 4. On or about December 22, 2008, CFI3 made a commercial
11 loan to Dr. Muraligopal in the original principal amount of \$165,000.00
12 (the “Loan”). The Loan is evidenced by, *inter alia*, a Straight Note
13 (“Note”) in the original principal amount of \$165,000.00 (“Note”), dated
14 December 22, 2008.

15 5. Pursuant to the terms of the Note, interest accrued at the rate
16 of eight percent (8.00%) per annum, and interest payments in the
17 amount of \$1,100.00 were due on or before the twenty second (22nd) day
18 of each month. Further, pursuant to the Note, the total unpaid principal
19 balance, plus unpaid interest, was due and payable in full on December
20 21, 2009.

21 6. The Note matured by its terms on December 21, 2009, and
22 became immediately due and payable in full as of that date. Dr.
23 Muraligopal defaulted on his obligations to CFI3 by failing to pay the total
24 amount due under the Note as of the maturity date. Dr. Muraligopal has
25 not made a payment on the Loan since October of 2012.

26 7. On or about June 5, 2013, this Court entered an order
27 (“6/5/13 Order”) allowing the distribution of certain funds I was holding in
28 the amount of \$100,000.00 to the investors in Copeland Properties Ten,

1 LP ("CP10"), including Muraligopal. Pursuant to the 6/5/13 Order, I
 2 retained Muraligopal's share of the distribution, in the amount of
 3 \$24,765.06 ("CP10 Distribution #1 Share"), to be applied towards the
 4 Loan.

5 8. Pursuant to the terms of a "Stipulation for Distribution of
 6 Funds Held by Receiver" entered into by and between myself, in my
 7 capacity as Receiver, CP10 and Flagstar Bank, F.S.B., I am authorized
 8 to withhold Muraligopal's share of additional funds due CP10 in the
 9 amount of \$37,842.02 ("CP10 Distribution #2 Share"), to apply towards
 10 the Loan.

11 9. As of July 19, 2013, prior to the application of the CP10
 12 Distribution #1 Share and the CP10 Distribution #2 Share ("CP10
 13 Distribution Shares"), there is now due, owing, and unpaid from Dr.
 14 Muraligopal to CFI3 the principal amount of \$165,000.00, plus all
 15 accrued unpaid interest at the rate of eight percent (8.00%) per annum
 16 until paid in full, plus attorney's fees and costs.

17 10. Subject to court approval, I have entered into a Settlement
 18 Agreement and Mutual Release ("Settlement Agreement") with
 19 Muraligopal pursuant to the terms of which, *inter alia*, I have agreed to
 20 accept the total amount of One Hundred Twenty Seven Thousand Six
 21 Hundred Seven Dollars and Eight Cents (\$127,607.08), on behalf of
 22 CFI3, in full satisfaction of the Loan. This settlement amount is
 23 comprised of Muraligopal's CP10 Distribution Shares, which total
 24 \$62,607.08, plus an additional \$65,000.00 to be paid in monthly
 25 installment payments over a period of twenty four (24) months.

26 11. Pursuant to the Settlement Agreement, and the documents
 27 attached thereto, Dr. Muraligopal has agreed to confess to judgment in
 28 ////

1 the amount of \$65,000.00, less any payments made, to be entered upon
2 default in any of the monthly installment payments.

3 12. Upon payment of the settlement amount in full, I have agreed
4 to deem the Obligation satisfied and cease further enforcement efforts,
5 including litigation.

6 13. Although the settlement amount is less than the total amount
7 currently owed under the Obligation, I believe that the Settlement
8 involves a reasonable resolution under the circumstances of the matter,
9 and that the amount to be collected pursuant to the Settlement
10 Agreement represents the best possible recovery under the
11 circumstances of this case.

12 14. I have performed a thorough review of the potential for
13 recovery, and have concluded that the Settlement is fair, reasonable,
14 and appropriate. Accordingly, I request that the Settlement be approved,
15 so the terms can be effectuated.

16 15. The complete terms of the Settlement are set forth in the
17 Settlement Agreement and Mutual Release, a true and correct copy of
18 which is attached hereto as **Exhibit "A"** and incorporated herein by
19 reference.

20 I declare under penalty of perjury under the laws of the State of
21 California that the foregoing is true and correct, and that this Declaration
22 was executed in San Diego, California on July 19, 2013.

23
24
25 By: /s/ Thomas C. Hebrank
26 Thomas C. Hebrank,
27 Permanent Receiver
28

HEBCO.100.493571.1

EXHIBIT A

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release ("Settlement Agreement") is made and entered into as of July 1, 2013, between and among **THOMAS C. HEBRANK, COURT APPOINTED PERMANENT RECEIVER FOR COPELAND FIXED INCOME THREE, LP** ("Receiver"), on one hand, and **DR. VELLORE MURALIGOPAL**, an individual, and the **MURALIGOPAL LIVING TRUST** (collectively "Borrower"), on the other hand, with respect to the following facts:

RECITALS:

This Settlement Agreement is made and entered into in reliance on the following Recitals, which are acknowledged by the above referenced parties ("Parties") as follows:

A. On or about December 22, 2008, Copeland Fixed Income Three, L.P. ("CFI3") made a commercial loan to Borrower in the original principal amount of \$165,000.00 (the "Loan"). The Loan is evidenced by, *inter alia*, a Straight Note ("Note") in the original principal amount of \$165,000.00 ("Note"), dated December 22, 2008. The Loan was not made for personal, family or household purposes.

B. Pursuant to the terms of the Note, interest accrued at the rate of eight percent (8.00%) per annum, and interest payments in the amount of \$1,100.00 were due on or before the twenty second (22nd) day of each month. Further, pursuant to the Note, the total unpaid principal balance, plus unpaid interest, was due and payable in full on December 21, 2009.

C. The Note matured by its terms on December 21, 2009, and became immediately due and payable in full as of that date. Borrower defaulted on his obligations to CFI3 by failing to pay the total amount due under the Note as of the maturity date. Borrower has not made an interest payment on the Loan since October of 2012.

D. On or about October 19, 2011, pursuant to a "Judgment of Permanent Injunction and Other Relief" ("10/19/11 Order") issued by the United States District Court, Central District of California in the case entitled Securities and Exchange Commission v. Charles P. Copeland, et. al., case number CV-08607-R-DTB ("the Receivership Action"), the District Court appointed Thomas C. Hebrank as the permanent receiver for all assets of Copeland Wealth Management, a Financial Advisory Corporation and Copeland Wealth Management, a Real Estate Corporation, and their subsidiaries and affiliates ("Receivership Entities"), thereby placing the assets of the Receivership Entities into Mr. Hebrank's possession and control and granting him the full powers of an equity receiver, including the power to make such agreements as may be necessary and advisable in discharging his duties.

E. On or about March 12, 2012, in the Receivership Action, the District Court entered an order clarifying the scope of the above-described Receivership ("3/12/12 Order"), which provided, *inter alia*, as follows: (1) all of the assets of CFI3, including choses in action, were included in the Receivership; and (2) the Receiver had the authority to pursue causes of action against third parties who owed money to entities subject to the Receivership, including CFI3.

F. On or about June 5, 2013, in the Receivership Action, the District Court entered an order ("6/5/13 Order") allowing the distribution of certain funds held by the Receiver in the amount of \$100,000.00 to the investors in Copeland Properties Ten, LP ("CP10"), including

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

Borrower. Pursuant to the 6/5/13 Order, Borrower's share of the distribution, in the amount of \$24,765.06 ("CP10 Distribution #1 Share"), was retained by the Receiver to be applied towards the Loan.

G. Pursuant to the terms of a "Stipulation for Distribution of Funds Held by Receiver" entered into by and between the Receiver, CP10 and Flagstar Bank, F.S.B., the Receiver is authorized to withhold Borrower's share of additional funds due CP10 in the amount of \$37,842.02 ("CP10 Distribution #2 Share"), to apply towards the Loan.

H. As of July 1, 2013, prior to the application of the CP10 Distribution #1 Share, there is now due, owing, and unpaid from Borrower to CFI3 the principal amount of \$165,000.00, plus all accrued unpaid interest at the rate of eight percent (8.00%) per annum until paid in full, plus attorney's fees and costs.

I. All of the documents which evidence the Loan, together with any other documents executed by or among the parties in connection with the Loan, and any and all amendments and modifications thereto, shall be collectively referred to as the "Loan Documents". There are no written or oral agreements concerning or affecting the Loan, other than the Loan Documents. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Loan Documents. Borrower may have other liabilities and obligations owing to the Receivership Entities; Borrower intends that such other liabilities and obligations are not affected by this Settlement Agreement and shall remain in full force and effect in all respects.

J. It is the desire of the parties hereto (each a "Party" and collectively, the "Parties") 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 Loan and the Note, except those obligations specifically created by this Settlement Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

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

2. Terms of Settlement. The Receiver agrees to accept the total amount of \$127,607.08 ("Settlement Amount") in full satisfaction of the amount due under the Loan as follows:

- a. The Receiver has applied Borrower's CP10 Distribution #1 Share towards payment of the Settlement Amount;

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

- b. Borrower hereby authorizes the Receiver to retain and apply Borrower's CP10 Distribution #2 Share towards payment of the Settlement Amount; and
- c. Borrower shall pay the remaining portion of the Settlement Amount in the amount of \$65,000.00 to the Receiver in equal monthly installments of \$2,708.33 for a period of twenty-three (23) months beginning on July 15, 2013 and continuing on the fifteenth (15th) day of each consecutive month thereafter, and one final payment of \$2,708.41 on June 15, 2015. The first payment shall be held in the Receiver's counsel's client trust account pending court approval as set forth in paragraph 4 below.
- d. Upon court approval as set forth in paragraph 4 below, and confirmation of payment of the total Settlement Amount, in good funds, the Loan will be deemed paid in full.

3. Confession of Judgment. Dr. Vellore Muraligopal ("Dr. Muraligopal") agrees to confess to judgment in the form of the Confession of Judgment Statement and Declaration attached hereto as Exhibit "A" and hereby incorporated by reference ("Confession of Judgment"). In the event of Borrower's default under this Settlement Agreement, the Receiver or his successor-in-interest shall have the absolute right to have judgment entered against Dr. Muraligopal ("Judgment") pursuant to the Confession of Judgment, less any payments made, and the Receiver or his successor-in-interest shall be entitled to immediately execute on the Judgment.

4. Operation and Effectiveness of the Agreement. Subsequent to the execution of this Settlement Agreement by all Parties, the Receiver will immediately seek court approval of the terms of this Settlement Agreement in the Receivership Action. It is specifically understood and agreed that the operation and effectiveness of this Settlement Agreement is conditioned upon, and subject to, court approval evidenced by an Order approving the terms of this Settlement Agreement.

5. Borrower's Representations. Borrower hereby warrants and represents that all representations made by Borrower to the Receiver in connection with this Settlement Agreement including, but not limited to, all representations regarding Borrower's financial status, were true and correct as of the date made. All representations and warranties provided herein shall survive the execution hereof and performance hereunder.

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 Settlement Agreement.

7. Revival. In the event the Receiver is required to disgorge, repay and/or restore any transfer, sum, or other consideration given to the Receiver under the terms of this Settlement Agreement, or upon advice of counsel is advised to do so as a result of, or by virtue of any proceeding under the United States Bankruptcy Code, or if any transfer, sum or other consideration given to the Receiver is subsequently declared to be "fraudulent" within the meaning of any state or federal law relating to fraudulent conveyances or preferences or otherwise avoidable or recoverable, in whole or in part, for any reason whatsoever under the United States Bankruptcy Code or any other state or federal law (collectively "Voidable Transfer"), then as to any Voidable Transfer and/or sums disgorged, repaid and/or restored, the liability of Borrower shall automatically be revived, reinstated and restored and shall exist as though such Voidable Transfer never had been made, and the Receiver shall be entitled to, and

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

shall have a valid, undisputed, and liquidated claim in said bankruptcy proceeding in the Settlement Amount.

8. Mutual Release of Claims. For valuable consideration hereby acknowledged, except for the obligations imposed by this Settlement Agreement, the Receiver and the Borrower hereby mutually release and forever discharge each other and their respective assignees, transferees, officers, directors, shareholders, partners, 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, promises, obligations, whether in law or in equity, which the Parties to this Settlement 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, directly or indirectly, arise out of the Loan and the Note, including but not limited to any actions taken by the Receiver in connection with the collection thereof.

9. Intention of the Parties. It is the intention of the Parties executing this Settlement Agreement that it shall be effective as a full and final accord and satisfactory release of all matters relating to the Note and the Loan, 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 Settlement Agreement, one or more of the 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 Settlement Agreement is signed.

The Parties do hereby assume the above-mentioned risks and understand that, except as specifically provided herein, this Settlement 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 Note, the Guaranties or the Lawsuit or in connection with any matters related thereto, that Party will not be able to make any claim for those damages. Furthermore, the Parties acknowledge that they intend these consequences even as to claims for damages that may exist as of the date of this Settlement 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.

Each of the Parties has consulted with legal counsel prior to signing this Settlement Agreement, or had an opportunity to obtain such counsel and knowingly chose not to do so. The Parties

execute this Settlement 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.

9. Execution Knowing and Voluntary. The Parties hereto acknowledge and represent that they (a) have fully and carefully read this Settlement Agreement prior to execution, (b) have been fully apprised by attorneys of their choice of the legal effect and meaning of this Settlement Agreement, including all terms and conditions hereof and thereof, (c) to the extent they have deemed it appropriate, have had the benefit of and relied upon counsel of their choice for any legal or financial advice relative to entering into this Settlement Agreement and agreeing to the terms hereof, (d) have had the opportunity to make whatever investigation or inquiry they deemed necessary or appropriate in connection with the subject matters of this Settlement Agreement, and (e) have been afforded the opportunity to negotiate as to any and all terms hereof.

10. Attorneys' Fees. 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.

11. 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 Settlement Agreement and that each of them has read this Settlement 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.

12. Binding Upon Successors and Assigns. This Settlement 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.

13. Counterparts. This Settlement 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.

14. Amendment. This Settlement 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.

15. Entire Agreement. This Settlement Agreement is intended by the Parties as the final expression of their agreement and therefore contains the entire agreement between the Parties and supersedes all prior understandings or agreements concerning the subject matter hereof.

16. 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 Settlement Agreement.

17. Warranty Against Prior Assignment. The Parties to this Settlement Agreement represent and warrant that they have not heretofore assigned, transferred, or purported to

~~#5616~~
SETTLEMENT AGREEMENT AND MUTUAL RELEASE

assign or transfer, to any other person or entity, any rights, claims, or causes of action herein released and discharged.

18. No Strict Construction. Notwithstanding any statute or rule of contract construction to the contrary, the language of this Settlement Agreement shall be construed as a whole, according to its fair meaning and intent, and not strictly for or against any Party hereto, regardless of who drafted or was principally responsible for drafting the Settlement Agreement or any specific term or condition thereof. This Settlement Agreement shall be deemed to have been drafted by all Parties hereto and no Party or any person claiming an interest in rights under this Settlement Agreement shall urge otherwise.

19. Governing Law and Construction. This Settlement Agreement has been delivered and accepted and deemed to have been made in San Diego County, California. This Settlement Agreement shall, in all respects, be interpreted, enforced and governed by and under the laws of the State of California. This Settlement 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 Settlement 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 SETTLEMENT 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 Settlement Agreement are severable and should any provision be, for any reason, unenforceable, the balance shall, nonetheless, be of full force and effect.

22. Gender and Person. As used in this Settlement Agreement, the masculine, feminine and neuter gender and the singular and plural shall be deemed to include the other whenever the context so indicates.

23. Captions. The paragraph titles or captions used in this Settlement Agreement are inserted only and intended solely for convenience of reference and shall in no manner modify, expand, limit, explain, construe, or describe the scope of or intent of, or in any way affect the terms and conditions of this Settlement Agreement.


24. 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 Settlement Agreement, and does so execute this Settlement Agreement on behalf of said Party.

IN WITNESS WHEREOF, the Receiver and Borrower have executed this Settlement Agreement as of the date set forth in the preamble.

*** Signatures Appear on the Following Page ***

SETTLEMENT AGREEMENT AND MUTUAL RELEASE**Borrower:****Address for Notice:**

731 Buckingham Drive
Redlands, CA 92374


Dr. Vellore Muraligopal, individually and as Trustee
for the Muraligopal Living Trust

Recalver:

Thomas C. Hebrank, Court Appointed Permanent
Receiver for Copeland Fixed Income Three, LP

Address for Notice:

07/16 501 W. Broadway, Suite 800
San Diego, CA 92101


By: 
Thomas C. Hebrank

EXHIBIT “A”

1
2
3 Everett G. Barry, Jr., CSB #053119
4 Toby S. Kovalivker, CSB #234386
5 MULVANEY BARRY BEATTY LINN & 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
10

11
12 Attorneys for Plaintiff Thomas C. Hebrank,
13 Court Appointed Permanent Receiver for
14 Copeland Fixed Income Three, L.P.
15

16
17 SUPERIOR COURT OF CALIFORNIA
18 COUNTY OF SAN DIEGO
19

20 In the Matter of the Confession of
21 Judgment by

CASE NO.

22
23 Dr. Vellore Muraligopal, an individual,
24
25 Defendant,
26

CONFESSION OF JUDGMENT STATEMENT

[CCP SECTION 1132]

27 In Favor of

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

Plaintiff.

I, Dr. Vellore Muraligopal, an individual ("Defendant"), hereby confess to judgment in the above-entitled cause in favor of Plaintiff Thomas C. Hebrank, Court Appointed Permanent Receiver for Copeland Fixed Income Three, L.P. ("CFI3"), and authorize entry of judgment against me, as provided herein.

This Confession of Judgment is for a commercial debt justly due from myself to CFI3 evidenced by, *inter alia*, a Straight Note dated December 22, 2008 ("Note") in the original principal amount of \$165,000.00 ("Loan"). I defaulted on the Loan by failing to make payments as required by the terms of the Note.

Pursuant to that certain Settlement Agreement and Mutual Release entered into as of July 1, 2013 by and among the Receiver and myself (the "Agreement"), I agreed and acknowledged, *inter alia*, that I am liable to the Receiver pursuant to the terms of the Note for all sums due to CFI3 under the Loan. Pursuant to the Agreement, I agreed, *inter alia*, to confess to judgment ("Judgment") and that the Judgment shall be entered against me upon the occurrence of an Event of Default as defined in the Agreement ("Event of Default"). Therefore, upon the occurrence of an Event of Default, this Statement shall be filed, and the Judgment shall be entered, against me in the amount of \$65,000.00, less any payments made.

VERIFICATION

I, Dr. Vellure Muraligopal, an individual, the Defendant in the above-entitled cause, have read the foregoing Confession of Judgment Statement and know the contents thereof. The facts in the Confession of Judgment Statement are true of my own knowledge.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this Declaration was executed on July 15th 2013, at Redlands, California.

By: Dr. Vellore Muralligopal

CONFESSON OF JUDGMENT STATEMENT

<https://bay155.arx.ms/stu/Geta:attachment.aspx?file=a2e87730-b180-4e...a2a39556fd93036a5a9a3a274b00379331b100180c2fc9b16e34eb&onedr:rz=1>

7/16/13, 7:15 AM

Page 2 of 2

Exhibit A
Page 10

1 Everett G. Barry, Jr., CSB #053119
Toby S. Kovalivker, CSB #234386
2 MULVANEY BARRY BEATTY LINN & MAYERS LLP
401 West A Street, 17th Floor
3 San Diego, CA 92101-7994
Telephone: 619 238-1010
4 Facsimile: 619 238-1981

5 Attorneys for Plaintiff Thomas C. Hebrank,
Court Appointed Permanent Receiver for
6 Copeland Fixed Income Three, L.P.

7
8 **SUPERIOR COURT OF CALIFORNIA**

9 **COUNTY OF SAN DIEGO**

10 In the Matter of the Confession of
Judgment by

11 Dr. Vellore Muraligopal, an individual,
12 Defendant,

13 In Favor of

14 Thomas C. Hebrank, Court Appointed
15 Permanent Receiver for Copeland
Fixed Income Three, L.P.,

16 Plaintiff.
17

CASE NO.

**ATTORNEY'S DECLARATION IN
SUPPORT OF CONFESSION OF
JUDGMENT STATEMENT**

[CCP SECTION 1132]

18 I, Alfonso L. Poire, declare:

19 I am an attorney at law duly admitted to practice before all the courts in the State
20 of California and the attorney herein for Dr. Vellore Muraligopal, an individual, the party
21 confessing Judgment in the above-entitled cause ("Defendant").


22 I further declare that I have examined the proposed Judgment and have advised
23 the Defendant with respect to the waiver of rights and defenses under the confession of
24 judgment procedure and have advised the Defendant to utilize the confession of
25 judgment procedure.

26 ///

27 ///

28 ///

1 I declare under penalty of perjury under the laws of the State of California that the
2 foregoing is true and correct and that this Declaration was executed on July 16,
3 2013 at Fairfield, California.

4 
5 _____
6 Alfonso L. Poire, Esq.
7 Gaw, Van Male, APC
8 1411 Oliver Road, Ste. 300
9 Fairfield CA, 94534
10
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LAW OFFICES
MULVANEY, BARRY, BEATTY, LINN & MAYERS LLP
A LIMITED LIABILITY PARTNERSHIP
SEVENTEENTH FLOOR
FIRST NATIONAL BANK CENTER
401 WEST A STREET
SAN DIEGO, CALIFORNIA 92101-7944
TELEPHONE 619 238-1010
FACSIMILE 619 238-1881

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 Thomas C. Hebrank,
13 Permanent Receiver

14 UNITED STATES DISTRICT COURT

15 CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

16 SECURITIES AND EXCHANGE
17 COMMISSION,

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,

27 Defendants.

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

**NOTICE OF LODGMENT OF
[PROPOSED] ORDER
APPROVING SETTLEMENT WITH
NOTES RECEIVABLE ACCOUNT
DEBTOR DR. VELLORE
MURALIGOPAL AND THE
MURALIGOPAL LIVING TRUST**

Date: August 19, 2013, 2013

Time: 10:00 a.m.

Ctrm: 8, 2nd Floor

Judge: Hon. Manuel L. Real

28 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 Real Estate Corporation, and their
subsidiaries and affiliates, hereby lodges, as Exhibit A, the following:

/////

/////

(1) [Proposed] Order Approving Settlement with Notes Receivable
Account Debtor Dr. Vellore Muraligopal and the Muraligopal
Living Trust.

Dated: July 19, 2013

MULVANEY BARRY BEATTY LINN &
MAYERS LLP

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

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

HEBCO.100.482148.1

EXHIBIT A

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

[PROPOSED]

**ORDER APPROVING
SETTLEMENT WITH NOTES
RECEIVABLE ACCOUNT
DEBTOR DR. VELLORE
MURALIGOPAL AND THE
MURALIGOPAL LIVING TRUST**

Date: August 19, 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 Dr. Vellore Muraligopal and the Muraligopal Living Trust and supporting documentation by Mulvaney Barry Beatty Linn & Mayers, LLP, 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 any opposition
4 thereto, and good cause appearing therefor,

5 IT IS HEREBY ORDERED as follows:

6 1. The settlement between the Receiver, on the one hand, and
7 Notes Receivable Account Debtor Dr. Vellore Muraligopal ("Dr.
8 Muraligopal") and the Muraligopal Living Trust, on the other hand (the
9 "Settlement"), regarding an unsecured obligation owed by Dr.
10 Muraligopal to Copeland Fixed Income Three, L.P., a Receivership
11 Entity is approved;

12 2. The Settlement Agreement and Mutual Release attached as
13 **Exhibit "A"** to the Declaration of the Receiver in Support of Motion for
14 Order Approving Settlement with Notes Receivable Account Debtor Dr.
15 Vellore Muraligopal and the Muraligopal Living Trust is approved.

16 **IT IS SO ORDERED.**

17 **Dated:** _____
18 **Judge, United States District Court**

19
20 Submitted by:

21 MULVANEY BARRY BEATTY LINN & MAYERS LLP

22
23 By: /s/ Everett G. Barry, Jr.
24 Attorneys for Thomas C. Hebrank, Permanent Receiver

25
26
27
28 HEBCO.100.493768.1

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,

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,

27 Defendants.

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

CERTIFICATE OF SERVICE

DATE: August 19, 2013

TIME: 10:00 a.m.

Ctrm 8, 2nd Floor

Judge: Hon. Manuel L. Real

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.

1. Notice of Motion and Motion for Order Approving Settlement with Notes Receivable Account Debtor Dr. Vellore Muraligopal and the Muraligopal Living Trust;
2. Memorandum of Points and Authorities In Support of Motion for Order Approving Settlement with Notes Receivable Account Debtor Dr. Vellore Muraligopal and the Muraligopal Living Trust;
3. Declaration of Thomas C. Hebrank In Support of Motion for Order Approving Settlement with Notes Receivable Account Debtor Dr. Vellore Muraligopal and the Muraligopal Living Trust;
4. Notice of Lodgment of Proposed Order Approving Settlement with Notes Receivable Account Debtor Dr. Vellore Muraligopal and the Muraligopal Living Trust

[SEE SERVICE LIST BELOW]

 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.

/s/Cindy Jennings
Cindy Jennings

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: 07/17/13

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 2nd Flr Irvine, CA 92614
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Home Savings & Loan Attn: Dan NY White 275 W. Federal St Youngstown, OH 44503	Wells Fargo Commercial Mortgage Servicing 1901 Harrison St 7th 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
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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 Zilch Trust 941 Kensington Dr Redlands, CA 92374
Cynthia Healy 2560 Gordon Rd. Ste 201-A Monterey, CA 93942	David Conston 417 Chino Canyon Palm Springs, CA 92262	Dusty Bricker 7002 Kennedy Boulevard E Apt 22F West New York NJ 07093-4921
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

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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	William & Dolores McDonald c/o Debra B. Gervais Law Office of Debra B. Gervais 302 West South Ave Redlands CA 92373
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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

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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
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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
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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
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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
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
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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 28th 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
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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
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