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7 Attorneys for Receiver
8 STEPHEN J. DONELL

9 UNITED STATES DISTRICT COURT
10 CENTRAL DISTRICT OF CALIFORNIA

11
12 SECURITIES AND EXCHANGE
COMMISSION,

13 Plaintiff,

14 v.

15 ROBERT YANG; et al.,

16 Defendants.

17 and

18 YANROB'S MEDICAL, INC.; et al.,

19 Relief Defendants.
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Case No. 5:15-CV-02387-SVW (KKx)

DECLARATION OF JOSHUA A. DEL
CASTILLO IN SUPPORT OF EX
PARTE APPLICATION OF RECEIVER,
STEPHEN J. DONELL, FOR ORDER
TO SHOW CAUSE WHY CELTIC
BANK SHOULD NOT BE HELD IN
CIVIL CONTEMPT

[Ex Parte Application; Declaration of
Stephen J. Donell; and [Proposed] Order
submitted concurrently herewith]

Ctrm: 6
Judge: Hon. Stephen V. Wilson

DECLARATION OF JOSHUA A. DEL CASTILLO

I, Joshua A. del Castillo, declare as follows:

1. I am an attorney at the law firm of Allen Matkins Leck Gamble Mallory & Natsis LLP ("Allen Matkins"), counsel of record for Stephen J. Donell (the "Receiver"), the Court-appointed receiver in the above-captioned action. I am a member in good standing of the State Bar of California and have been admitted to practice before this Court. I have personal knowledge of the facts set forth in this Declaration and, if called as a witness, could and would testify competently to such facts under oath.

2. On or around March 4, 2016, and after the Receiver had completed his accounting of \$2 million in receivership funds held in deposit accounts at Celtic Bank which are the subject of his concurrently submitted *ex parte* Application (the "Application"), Allen Matkins delivered a formal, written turn-over request to Celtic Bank's counsel, summarizing the Receiver's findings and requesting that Celtic Bank turn over the funds no later than March 18, 2016, in accordance with the terms of the Court's preliminary injunction and order appointing the Receiver. A true and correct copy of this written turn-over request is attached as Exhibit A.

3. Celtic Bank, which had characterized the funds subject to the Receiver's turn-over request as "cash collateral" in the days prior to the request, has not agreed to return the funds to the Receiver, nor has it directly respond to the Receiver's written request. Instead, Celtic Bank has claimed that it requires comment from the Small Business Administration, the guarantor on two construction loans made on a receivership real property development commonly known as the Fontana Project. Celtic Bank has also challenged the Receiver's administration of the Fontana Project, a project for which Celtic Bank has since suspended funding.

4. On April 4, 2016, I telephoned Eric Dean, of the law firm of Straggas Dean LLP, counsel for Celtic Bank, and advised of the Receiver's intent to file the

1 Application on April 5, 2016, along with the substance of the Application. Mr.
2 Dean confirmed that Celtic Bank will oppose the Application. He further advised
3 that he would waive hard copy service, provided that a complete set of the
4 Receiver's Application materials was emailed to him after filing. While Allen
5 Matkins will provide a hard copy as a courtesy nonetheless, I will also provide Mr.
6 Dean with email copies of the Application materials, as he has requested.

7 I declare under penalty of perjury that the foregoing is true and correct.

8 Executed on April 5, 2016, at Los Angeles, California.

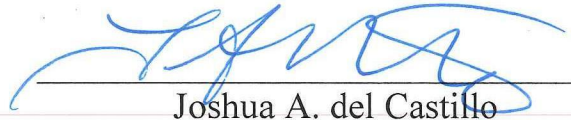
9
10 
11 Joshua A. del Castillo

EXHIBIT A

Allen Matkins

Allen Matkins Leck Gamble Mallory & Natsis LLP
Attorneys at Law
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Telephone: 213.622.5555 | Facsimile: 213.620.8816
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Kenyon Harbison

E-mail: kharbison@allenmatkins.com

Direct Dial: 213.955.5661 File Number: 375525-00003/LA1036266.04

Via Email/FedEx

March 4, 2016

Eric D. Dean
Straggas Dean LLP
8911 Research Drive
Irvine, CA 92618

Re: SEC v. Yang, et al. | USDC, C.D. Cal. Case No. 5:15-cv-02387

Receiver's Request for Turnover of Funds

Mr. Dean:

As you know, this Firm represents Stephen J. Donell (the "Receiver"), the Court-appointed receiver for Suncor Fontana, LLC ("Fontana"), Suncor Hesperia, LLC, Suncor Care Lynwood, LLC, and their respective subsidiaries and affiliates (collectively, the "Receivership Entities" or "Entities") in the above-referenced matter.

I am writing to follow-up regarding previous discussions between the Receiver, my colleague, Joshua del Castillo, and Leslie Rinaldi regarding Receivership Entity funds presently on deposit at Celtic Bank ("Celtic"), which funds the Receiver now requests be turned over in accordance with the terms of the Preliminary Injunction, Order Appointing Receiver, Freezing Assets, and Providing for Other Ancillary Relief ("Appointment Order"), entered in this matter on December 11, 2015.¹ Specifically, Celtic is presently holding approximately \$2,000,000 in funds deposited by the Entities roughly contemporaneously with the origination of two (2) construction loans made by Celtic to HealthPro Capital Partners, LLC ("HealthPro")², a Receivership Entity affiliate, in connection with the real property development commonly known as the Fontana Project.

The funds on deposit with Celtic all originated with investors in the Entities and, in accordance with Article V of the Appointment Order, are subject to immediate turnover to the Receiver, as Receivership Entity property. Specifically, the Appointment Order provides, at Article V(C)(1), that the asset freeze (and the Receiver's authority over assets) applies to all funds "attributable" to the Entities and their investors. It further provides, at Article V(D)(4), that

¹ A copy of the Appointment Order is enclosed herewith as Exhibit 1, for your reference.

² The loan numbers are 15010079 and 15009992.

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Attorneys at Law

Eric D. Dean
March 4, 2016
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recoverable receivership property includes funds in which the Entities have any beneficial interest, even if indirectly. Finally, Article V(F)(1) of the Appointment Order requires the turnover of such funds to the Receiver.

Enclosed as Exhibit 2 are copies of materials demonstrating how approximately \$1 million in funds raised from Entity investors in China and deposited for the benefit of Fontana and the Fontana Project (into which investors believed they were investing), were deposited into Fontana's account at Citizens Business Bank ("CBB") numbered 245122709, and thereafter transferred to Celtic. These transactions were as follows:

I. Incoming Funds from Investors:

- Fontana Investor Money: Exhibit 2A shows the amount of funds deposited by each investor in Suncor Fontana, LLC, totaling \$4,501,155. These amounts have been traced to bank statements reflecting that the funds were deposited, at the Entities' behest, into an Orange Community Escrow ("Orange") account at City National Bank ("CNB") numbered 13394660, as reflected in the relevant numerical entries in Exhibit 2B.³

II. Investor Funds Transferred Into Fontana Account Ending 2709:

- Fontana Investor Money: The first page of Exhibit 2C confirms that, after these investor funds were deposited, \$1,500,000 of the investor funds from Orange's CNB account 13394660 (all of which originated with Entity investors) was deposited into Fontana's CBB account, numbered 245122709, on December 5, 2012. Exhibit 2D further reflects amounts disbursed from Orange's CNB account numbered 13394660, confirming a December 5, 2012 transfer of this \$1,500,000 in one lump-sum transfer.

III. Investor Funds Then Transferred to Celtic Bank:

- Fontana Investor Money: Finally, Exhibit 2C also shows that \$1,000,000 of the investor funds, now in Fontana's CBB account, were immediately transferred from this account, numbered 245122709, to Celtic Bank, in one lump-sum transfer.

³ Please compare the amounts listed on Exhibit 2A for Fontana with the entries in Exhibit 2B for the following dates: November 13-14, 19, and 26-27 of 2012. Please note, the two amounts listed on Exhibit 2A for November 30, 2012 were actually transferred on November 14, 2012, as reflected on Exhibit 2B. The amount listed on Exhibit 2A for November 20, 2012 was actually transferred on November 19, 2012, as reflected on Exhibit 2B. However, all of the amounts match transfers into the CNB account numbered 13394660.

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Attorneys at Law

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Accordingly, these funds, all of which originated with Entity investors, were transferred through CNB and CCB to Celtic, no later than December 5, 2012.


In short, the above analysis demonstrates how \$1,000,000 of the approximately \$2,000,000 in Entity funds currently on deposit with Celtic originated directly with Entity investors in China. Put simply, investors made their investments, with the funds deposited into Orange's escrow account, \$1,000,000 of which was ultimately transferred to Celtic. Accordingly, these funds are indisputably subject to turnover to the Receiver in accordance with the terms of the Appointment Order.

The remaining \$1,000,000 on deposit with Celtic in connection with Fontana and the Fontana project also originated with an Entity investor, this time a domestic investor. Specifically, pursuant to an agreement with HealthPro, Ms. Shin Sook Park transmitted \$1,000,000 to HealthPro, in exchange for her investment in that Entity and the Fontana Project. As with the Chinese investor money described above, Ms. Park's funds were solicited by the Entities' principal, Dr. Robert Yang, and are now subject to claw-back litigation in the San Bernardino Superior Court, which litigation has been stayed pursuant to Article V(J) of the Appointment Order and pursuant to the Receiver's authority over the subject funds. Likewise, as with the aggregated investor money described above, Ms. Park's \$1,000,000 investment was intermixed and commingled with other investor money, by virtue of being funneled through HealthPro, an Entity affiliate over whom the Receiver has authority.

As reflected above, the entire approximately \$2,000,000 currently on deposit with Celtic in connection with the Fontana Project is a receivership asset and is subject to immediate turnover to the Receiver, including interest, in accordance with the language of the Appointment Order. Please contact me by no later than March 18, 2016 for wiring or other instructions regarding how to return these funds to the Receiver.

Thank you for your prompt attention to this matter and please do not hesitate to contact me, or Mr. del Castillo, if you have any questions or would like to discuss. The Receiver looks forward to continuing to work cooperatively with Celtic in connection with the Fontana Project.

Very truly yours,



Kenyon Harbison

KH
Enclosures

Allen Matkins Leck Gamble Mallory & Natsis LLP
Attorneys at Law

Eric D. Dean
March 4, 2016

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cc: Leslie Rinaldi, Celtic Bank
Joshua A. del Castillo
Stephen J. Donell, Receiver
(via email only)

EXHIBIT 1

1 ZACHARY T. CARLYLE
2 CarlyleZ@sec.gov
3 SECURITIES AND EXCHANGE COMMISSION
4 Byron G. Rogers Federal Building
5 1961 Stout Street, Suite 1700
6 Denver, Colorado 80294-1961
7 Telephone: (303) 844-1000
8 Facsimile: (303) 297-3529

9 LOCAL COUNSEL:
10 David J. VanHavermaat, Cal. Bar No. 175761
11 VanhavermaatD@sec.gov
12 SECURITIES AND EXCHANGE COMMISSION
13 444 S. Flower Street, Suite 900
14 Los Angeles, California 90071
15 Telephone: (323) 965-3889
16 Facsimile: (213) 443-1904

17 Attorneys for Plaintiff
18 Securities and Exchange Commission

19 **UNITED STATES DISTRICT COURT**
20 **CENTRAL DISTRICT OF CALIFORNIA**
21 **EASTERN DIVISION**

22 SECURITIES AND EXCHANGE
23 COMMISSION,
24 Plaintiff,

25 vs.

26 ROBERT YANG,
27 CLAUDIA KANO,
28 SUNCOR FONTANA, LLC,
SUNCOR HESPERIA, LLC, AND
SUNCOR CARE LYNWOOD, LLC
Defendants,

AND

YANROB'S MEDICAL, INC.,
HEALTHPRO CAPITAL PARTNERS, LLC,
AND SUNCOR CARE, INC.
Relief Defendants.

Case No. 5:15-cv-02387-SVW (KKx)

**PRELIMINARY INJUNCTION,
ORDER APPOINTING RECEIVER,
FREEZING ASSETS, AND
PROVIDING FOR OTHER
ANCILLARY RELIEF**

1 The parties in this matter have by stipulation agreed to the entry of this Order
2 of Preliminary Injunction, Order Appointing Receiver, Freezing Assets, and
3 Providing for Other Ancillary Relief.

4 A. This Court has jurisdiction over the parties to, and the subject matter of,
5 this action.

6 B. The terms and conditions of the Temporary Restraining Order, Order
7 Freezing Assets, and Providing for Other Ancillary Relief entered by the Court on
8 November 25, 2015 shall remain in full force and effect until this Court has issued
9 this Order.

10 **I.**

11 IT IS HEREBY ORDERED that, until final judgment in this matter enters,
12 Defendants Robert Yang, Claudia Kano, Suncor Fontana, LLC, Suncor Hesperia,
13 LLC, and Suncor Care Lynwood, LLC and their officers, directors, subsidiaries,
14 affiliates, agents, servants, employees, attorneys-in-fact, and those persons in active
15 concert or participation with them who receive actual notice of this order by personal
16 service or otherwise, and each of them, are enjoined and restrained from, directly or
17 indirectly, in the offer or sale of any security by the use of any means or instruments
18 of transportation, or communication in interstate commerce or by the use of the mails:
19 (1) employing any device, scheme, or artifice to defraud; or (2) obtaining money or
20 property by means of any untrue statement of a material fact or any omission to state
21 a material fact necessary in order to make the statements made, in the light of the
22 circumstances under which they were made, not misleading; or (3) engaging in any
23 transaction, practice, or course of business that operates or would operate as a fraud
24 or deceit upon the purchaser in violation of Section 17(a) of the Securities Act of
25 1933 [15 U.S.C. § 77q(a)].

26 **II.**

27 IT IS HEREBY FURTHER ORDERED that until final judgment in this matter
28 enters, Defendants Robert Yang, Claudia Kano, Suncor Fontana, LLC, Suncor

1 Hesperia, LLC, and Suncor Care Lynwood, LLC and their officers, directors,
2 subsidiaries, affiliates, agents, servants, employees, attorneys-in-fact, and those
3 persons in active concert or participation with them who receive actual notice of this
4 order by personal service or otherwise, and each of them, are enjoined and restrained
5 from directly or indirectly, by the use of any means or instrumentality of interstate
6 commerce, or of the mails or of any facility of any national securities exchange in
7 connection with the purchase or sale of any security: (1) employing any device,
8 scheme, or artifice to defraud; (2) making any untrue statement of a material fact or to
9 omit to state a material fact necessary in order to make the statements made, in the
10 light of the circumstances under which they were made, not misleading; or (3)
11 engaging in any act, practice, or course of business which operates or would operate
12 as a fraud or deceit upon any person in violation of Section 10(b) of the Securities
13 Exchange Act of 1934 [15 U.S.C. § 78j(b)] and Rule 10b-5 thereunder [17 C.F.R.
14 240.10b-5].

15 III.

16 IT IS HEREBY FURTHER ORDERED that except as otherwise specified in
17 this Order, pending further order of this Court, the asset freeze imposed by Section III
18 of the Temporary Restraining Order, Order Freezing Assets, and Providing for Other
19 Ancillary Relief entered by the Court on November 25, 2015, shall continue in full
20 force and effect, and all such funds and other assets shall remain frozen.

21 IV.

22 IT IS HEREBY FURTHER ORDERED that until final judgment in this matter
23 enters, Defendants Robert Yang, Claudia Kano, Suncor Fontana, LLC, Suncor
24 Hesperia, LLC, Suncor Care Lynwood, LLC, and Relief Defendants Yanrob's
25 Medical, Inc., HealthPro Capital Partners, LLC, and Suncor Care, Inc., and their
26 officers, directors, successor corporations, subsidiaries and affiliates, agents, servants,
27 employees, attorneys-in-fact, and those persons in active concert or participation with
28 them who receive actual notice of this order by personal service or otherwise, and

1 each of them, are hereby restrained from destroying, mutilating, concealing, altering,
2 or disposing of any document referring or relating in any manner to any transactions
3 described in the Complaint in this action, or to any communications between or
4 among any of the Defendants and/or Relief Defendants.

5 **V.**

6 IT IS HEREBY FURTHER ORDERED that

7 **A.** This Court hereby takes exclusive jurisdiction and possession of the
8 assets, of whatever kind and wherever situated, of the Suncor Receivership Entities
9 (collectively, the "Receivership Assets").

10 **B.** Until further Order of this Court, Stephen J. Donell is hereby appointed
11 to serve without bond as receiver (the "Receiver") for the estates of the Suncor
12 Receivership Entities (the "Receivership Estates").

13 **C. Asset Freeze**

14 1. Except as otherwise specified herein, all Receivership Assets and
15 all assets of the Defendants Suncor Fontana, LLC, Suncor Hesperia, LLC, and
16 Suncor Care Lynwood, LLC, and their respective subsidiaries and affiliates
17 (collectively, the "Suncor Receivership Entities") and those assets of Relief
18 Defendants Yanrob's Medical, Inc., HealthPro Capital Partners, LLC, and Suncor
19 Care, Inc. that: (a) are attributable to funds derived from investors of the Suncor
20 Receivership Entities; (b) are held in constructive trust for the Suncor Receivership
21 Entities; (c) were fraudulently transferred by the Suncor Receivership Entities;
22 and/or (d) may otherwise be includable as assets of the estates of the Suncor
23 Receivership Entities (collectively, the "Recoverable Assets") are frozen until
24 further order of this Court. Accordingly, all persons and entities with direct or
25 indirect control over any Receivership Assets and/or any Recoverable Assets, other
26 than the Receiver, are hereby restrained and enjoined from directly or indirectly
27 transferring, setting off, receiving, changing, selling, pledging, assigning, liquidating
28 or otherwise disposing of or withdrawing such assets. This freeze shall include, but

1 not be limited to, Receivership Assets and/or Recoverable Assets that are on deposit
2 with financial institutions such as banks, brokerage firms and mutual funds.

3 **D. General Powers and Duties of Receiver**

4 1. The Receiver shall have all powers, authorities, rights and
5 privileges heretofore possessed by the officers, directors, managers and general and
6 limited partners of the Suncor Receivership Entities under applicable state and federal
7 law, by the governing charters, by-laws, articles and/or agreements in addition to all
8 powers and authority of a receiver at equity, and all powers conferred upon a receiver
9 by the provisions of 28 U.S.C. §§ 754, 959 and 1692, and Fed.R.Civ.P. 66.

10 2. The trustees, directors, officers, managers, employees, investment
11 advisors, accountants, attorneys and other agents of the Suncor Receivership Entities
12 are hereby dismissed and the powers of any general partners, directors and/or
13 managers are hereby suspended. Such persons and entities shall have no authority
14 with respect to the Suncor Receivership Entities' operations or assets, except to the
15 extent as may hereafter be expressly granted by the Receiver. The Receiver shall
16 assume and control the operation of the Suncor Receivership Entities and shall pursue
17 and preserve all of their claims.

18 3. No person holding or claiming any position of any sort with any
19 of the Suncor Receivership Entities shall possess any authority to act by or on behalf
20 of any of the Suncor Receivership Entities.

21 4. Subject to the specific provisions in this Order, the Receiver shall
22 have the following general powers and duties:

23 a. To use reasonable efforts to determine the nature, location
24 and value of all property interests of the Suncor Receivership Entities, including, but
25 not limited to, monies, funds, securities, credits, effects, goods, chattels, lands,
26 premises, leases, claims, rights and other assets, together with all rents, profits,
27 dividends, interest or other income attributable thereto, of whatever kind, which the
28 Suncor Receivership Entities own, possess, have a beneficial interest in, or control

1 directly or indirectly (“Receivership Property”);

2 b. To take custody, control and possession of all Receivership
3 Property and records relevant thereto from the Suncor Receivership Entities; to sue
4 for and collect, recover, receive and take into possession from third parties all
5 Receivership Property and records relevant thereto;

6 c. To manage, control, operate and maintain the Receivership
7 Estates and hold in his possession, custody and control all Receivership Property,
8 pending further Order of this Court;

9 d. To use Receivership Property for the benefit of the
10 Receivership Estates, making payments and disbursements and incurring expenses as
11 may be necessary or advisable in the ordinary course of business in discharging his
12 duties as Receiver;

13 e. To take such actions as the Receiver deems necessary, in
14 his reasonable business judgment, for the preservation of any Receivership Assets
15 and Receivership Property, including, but not limited to making repairs to,
16 continuing, or completing construction of any real properties owned by the Suncor
17 Receivership Entities or drawing on any loan funds, lines of credit, and/or amounts
18 held in escrow as the Receiver deems necessary and appropriate for such efforts;

19 f. To take any action which, prior to the entry of this Order,
20 could have been taken by the officers, directors, partners, managers, trustees and
21 agents of the Suncor Receivership Entities;

22 g. To engage and employ persons in his discretion to assist
23 him in carrying out his duties and responsibilities hereunder, including, but not
24 limited to, accountants, attorneys, financial or business advisers, liquidating agents,
25 real estate agents, forensic experts, brokers, traders or auctioneers;

26 h. To take such action as necessary and appropriate for the
27 preservation of Receivership Property or to prevent the dissipation or concealment of
28 Receivership Property;

1 i. To review, on at least a bi-weekly basis, a detailed summary
2 of all receipts and expenses, including operating expenses, of Relief Defendant
3 Yanrob's Medical, Inc., and to authorize the payment, on a specific or ongoing basis,
4 of those operating expenses of Relief Defendant Yanrob's Medical, Inc., which the
5 Receiver determines, in his reasonable business judgment, are necessary and
6 appropriate for the preservation of its business. Subject to this limited exception, all
7 funds of Defendant Yanrob's Medical, Inc. shall remain frozen in accordance with
8 Section V.C., above, and subject to all other applicable terms of this Order;

9 j. To issue subpoenas for documents and testimony consistent
10 with the Federal Rules of Civil Procedure;

11 k. To bring such legal actions based on law or equity in any
12 state, federal, or foreign court as the Receiver deems necessary or appropriate in
13 discharging his duties as Receiver;

14 l. To pursue, resist and defend all suits, actions, claims and
15 demands which may now be pending or which may be brought by or asserted against
16 the Receivership Estates; and,

17 m. To take such other action as may be approved by this Court.

18 **E. Access to Information**

19 1. The individual Suncor Receivership Entities and the past and/or
20 present officers, directors, agents, managers, general and limited partners, trustees,
21 attorneys, accountants and employees of the Suncor Receivership Entities, as well as
22 those acting in their place, are hereby ordered and directed to preserve and turn over
23 to the Receiver forthwith all paper and electronic information of, and/or relating to,
24 the Suncor Receivership Entities and/or all Receivership Property; such information
25 shall include but not be limited to books, records, documents, accounts and all other
26 instruments and papers.

27 2. Within ten days (10) of the entry of this Order, the Suncor
28 Receivership Entities shall file with the Court and serve upon the Receiver and the

1 Commission a sworn statement, listing: (a) all employees (and job titles thereof),
2 other personnel, attorneys, accountants and any other agents or contractors of the
3 Suncor Receivership Entities; and, (b) the names, addresses and amounts of claims of
4 all known creditors of the Suncor Receivership Entities.

5 3. Within thirty (30) days of the entry of this Order, the Suncor
6 Receivership Entities shall provide to the Receiver and the Commission copies of the
7 Suncor Receivership Entities' federal income tax returns for January 1, 2011 to the
8 present with all relevant and necessary underlying documentation.

9 4. The Suncor Receivership Entities' past and/or present officers,
10 directors, agents, attorneys, managers, shareholders, employees, accountants, debtors,
11 creditors, managers and general and limited partners, and other appropriate persons or
12 entities shall answer under oath to the Receiver all questions which the Receiver may
13 put to them and produce all documents as required by the Receiver regarding the
14 business of the Suncor Receivership Entities, or any other matter relevant to the
15 operation or administration of the receivership or the collection of funds due to the
16 Suncor Receivership Entities. In the event that the Receiver deems it necessary to
17 require the appearance of the aforementioned persons or entities, the Receiver shall
18 make its discovery requests in accordance with the Federal Rules of Civil Procedure.

19 5. The Receiver shall have the power to issue subpoenas to compel
20 testimony of persons or production of records, consistent with the Federal Rules of
21 Civil Procedure and applicable Local Rules, except for the provisions of Fed.R.Civ.P.
22 26(d)(1), concerning any subject matter within the powers and duties granted by this
23 Order.

24 6. The Defendants Robert Yang and Claudia Kano and the Suncor
25 Receivership Entities are required to assist the Receiver in fulfilling his duties and
26 obligations. As such, they must respond promptly and truthfully to all requests for
27 information and documents from the Receiver.

1 **F. Access to Books, Records and Accounts**

2 1. The Receiver is authorized to take immediate possession of all
3 assets, bank accounts or other financial accounts, books and records and all other
4 documents or instruments relating to the Suncor Receivership Entities. All persons
5 and entities having control, custody or possession of any Receivership Property are
6 hereby directed to turn such property over to the Receiver.

7 2. The Suncor Receivership Entities, as well as their agents, servants,
8 employees, attorneys, any persons acting for or on behalf of the Suncor Receivership
9 Entities, and any persons receiving notice of this Order by personal service, facsimile
10 transmission or otherwise, having possession of the property, business, books,
11 records, accounts or assets of the Suncor Receivership Entities are hereby directed to
12 deliver the same to the Receiver, his agents and/or employees.

13 3. All banks, brokerage firms, financial institutions, and other
14 persons or entities which have possession, custody or control of any assets or funds
15 held by, in the name of, or for the benefit of, directly or indirectly, the Suncor
16 Receivership Entities, that receive actual notice of this Order by personal service,
17 facsimile transmission or otherwise shall:

18 a. Not liquidate, transfer, sell, convey or otherwise transfer
19 any assets, securities, funds, or accounts in the name of or for the benefit of the
20 Suncor Receivership Entities except upon instructions from the Receiver;

21 b. Not exercise any form of set-off, alleged set-off, lien, or any
22 form of self-help whatsoever, or refuse to transfer any funds or assets to the
23 Receiver's control without the permission of this Court;

24 c. Within five (5) business days of receipt of that notice, file
25 with the Court and serve on the Receiver and counsel for the Commission a certified
26 statement setting forth, with respect to each such account or other asset, the balance
27 in the account or description of the assets as of the close of business on the date of
28 receipt of the notice; and,

1 d. Cooperate expeditiously in providing information and
2 transferring funds, assets and accounts to the Receiver or at the direction of the
3 Receiver.

4 **G. Access to Real and Personal Property**

5 1. The Receiver is authorized to take immediate possession of all
6 personal property of the Suncor Receivership Entities, wherever located, including
7 but not limited to electronically stored information, computers, laptops, hard drives,
8 external storage drives, and any other such memory, media or electronic storage
9 devices (including all passwords necessary for accessing such information), books,
10 papers, data processing records, evidence of indebtedness, bank records and accounts,
11 savings records and accounts, brokerage records and accounts, certificates of deposit,
12 stocks, bonds, debentures, and other securities and investments, contracts, mortgages,
13 furniture, office supplies and equipment.

14 2. The Receiver is authorized to take immediate possession of all
15 real property of the Suncor Receivership Entities, wherever located, including but not
16 limited to all ownership and leasehold interests and fixtures. Upon receiving actual
17 notice of this Order by personal service, facsimile transmission or otherwise, all
18 persons other than law enforcement officials acting within the course and scope of
19 their official duties, are (without the express written permission of the Receiver)
20 prohibited from: (a) entering such premises; (b) removing anything from such
21 premises; or, (c) destroying, concealing or erasing anything on such premises.

22 3. In order to execute the express and implied terms of this Order,
23 the Receiver is authorized to change door locks to the premises described above. The
24 Receiver shall have exclusive control of the keys. The Suncor Receivership Entities,
25 or any other person acting or purporting to act on their behalf, are ordered not to
26 change the locks in any manner, nor to have duplicate keys made, nor shall they have
27 keys in their possession during the term of the receivership.

1 4. The Receiver is authorized to open all mail directed to or received
2 by or at the offices or post office boxes of the Suncor Receivership Entities, and to
3 inspect all mail opened prior to the entry of this Order, to determine whether items or
4 information therein fall within the mandates of this Order.

5 **H. Notice to Third Parties**

6 1. The Receiver shall promptly give notice of his appointment to all
7 known officers, directors, agents, employees, shareholders, creditors, debtors,
8 managers and general and limited partners of the Suncor Receivership Entities, as the
9 Receiver deems necessary or advisable to effectuate the operation of the receivership.

10 2. All persons and entities owing any obligation, debt, or distribution
11 with respect to an ownership interest to any Suncor Receivership Entity shall, until
12 further ordered by this Court, pay all such obligations in accordance with the terms
13 thereof to the Receiver and its receipt for such payments shall have the same force
14 and effect as if the Suncor Receivership Entity had received such payment.

15 3. In furtherance of his responsibilities in this matter, the Receiver is
16 authorized to communicate with, and/or serve this Order upon, any person, entity or
17 government office that he deems appropriate to inform them of the status of this
18 matter and/or the financial condition of the Receivership Estates. All government
19 offices which maintain public files of security interests in real and personal property
20 shall, consistent with such office's applicable procedures, record this Order upon the
21 request of the Receiver or the SEC.

22 4. The Receiver is authorized to instruct the United States
23 Postmaster to hold and/or reroute mail which is related, directly or indirectly, to the
24 business, operations or activities of any of the Suncor Receivership Entities (the
25 "Receiver's Mail"), including all mail addressed to, or for the benefit of, the Suncor
26 Receivership Entities. The Postmaster shall not comply with, and shall immediately
27 report to the Receiver, any change of address or other instruction given by anyone
28 other than the Receiver concerning the Receiver's Mail. The Suncor Receivership

1 Entities shall not open any of the Receiver's Mail and shall immediately turn over
2 such mail, regardless of when received, to the Receiver. All personal mail of any
3 individual Suncor Receivership Entities, and/or any mail appearing to contain
4 privileged information, and/or any mail not falling within the mandate of the
5 Receiver, shall be released to the named addressee by the Receiver. The foregoing
6 instructions shall apply to any proprietor, whether individual or entity, of any private
7 mail box, depository, business or service, or mail courier or delivery service, hired,
8 rented or used by the Suncor Receivership Entities. The Suncor Receivership Entities
9 shall not open a new mailbox, or take any steps or make any arrangements to receive
10 mail in contravention of this Order, whether through the U.S. mail, a private mail
11 depository or courier service.

12 5. Subject to payment for services provided, any entity furnishing
13 water, electric, telephone, sewage, garbage or trash removal services to the Suncor
14 Receivership Entities shall maintain such service and transfer any such accounts to
15 the Receiver unless instructed to the contrary by the Receiver.

16 **I. Injunction Against Interference with Receiver**

17 1. The Suncor Receivership Entities and all persons receiving notice
18 of this Order by personal service, facsimile or otherwise, are hereby restrained and
19 enjoined from directly or indirectly taking any action or causing any action to be
20 taken, without the express written agreement of the Receiver, which would:

21 a. Interfere with the Receiver's efforts to take control,
22 possession, or management of any Receivership Property; such prohibited actions
23 include but are not limited to, using self-help or executing or issuing or causing the
24 execution or issuance of any court attachment, subpoena, replevin, execution, or other
25 process for the purpose of impounding or taking possession of or interfering with or
26 creating or enforcing a lien upon any Receivership Property;

27 b. Hinder, obstruct or otherwise interfere with the Receiver in
28 the performance of his duties; such prohibited actions include but are not limited to,

1 concealing, destroying or altering records or information;

2 c. Dissipate or otherwise diminish the value of any
3 Receivership Property; such prohibited actions include but are not limited to,
4 releasing claims or disposing, transferring, exchanging, assigning or in any way
5 conveying any Receivership Property, enforcing judgments, assessments or claims
6 against any Receivership Property or any Receivership Defendant, attempting to
7 modify, cancel, terminate, call, extinguish, revoke or accelerate (the due date), of any
8 lease, loan, mortgage, indebtedness, security agreement or other agreement executed
9 by any Receivership Defendant or which otherwise affects any Receivership
10 Property; or,

11 d. Interfere with or harass the Receiver, or interfere in any
12 manner with the exclusive jurisdiction of this Court over the Receivership Estates.

13 2. Defendants Robert Yang, Claudia Kano, and the Suncor
14 Receivership Entities shall cooperate with and assist the Receiver in the performance
15 of his duties.

16 3. The Receiver shall promptly notify the Court and SEC counsel of
17 any failure or apparent failure of any person or entity to comply in any way with the
18 terms of this Order.

19 **J. Stay of Litigation**

20 1. As set forth in detail below, the following proceedings, excluding
21 the instant proceeding and all police or regulatory actions and actions of the
22 Commission related to the above-captioned enforcement action, are stayed until
23 further Order of this Court:

24 All civil legal proceedings of any nature, including, but not
25 limited to, bankruptcy proceedings, arbitration proceedings,
26 foreclosure actions, default proceedings, or other actions of any
27 nature involving: (a) the Receiver, in his capacity as Receiver;
28 (b) any Receivership Property, wherever located; (c) any of the

1 Suncor Receivership Entities, including subsidiaries and
2 partnerships; or, (d) any of the Suncor Receivership Entities'
3 past or present officers, directors, managers, agents, or general
4 or limited partners sued for, or in connection with, any action
5 taken by them while acting in such capacity of any nature,
6 whether as plaintiff, defendant, third-party plaintiff, third-party
7 defendant, or otherwise (such proceedings are hereinafter
8 referred to as "Ancillary Proceedings").

9 2. The parties to any and all Ancillary Proceedings are enjoined from
10 commencing or continuing any such legal proceeding, or from taking any action, in
11 connection with any such proceeding, including, but not limited to, the issuance or
12 employment of process.

13 3. All Ancillary Proceedings are stayed in their entirety, and all
14 Courts having any jurisdiction thereof are enjoined from taking or permitting any
15 action until further Order of this Court. Further, as to a cause of action accrued or
16 accruing in favor of one or more of the Suncor Receivership Entities against a third
17 person or party, any applicable statute of limitation is tolled during the period in
18 which this injunction against commencement of legal proceedings is in effect as to
19 that cause of action.

20 **K. Managing Assets**

21 1. For each of the Receivership Estates, the Receiver shall establish
22 one or more custodial accounts at a federally insured bank to receive and hold all
23 cash equivalent Receivership Property (the "Receivership Funds").

24 2. The Receiver's deposit account shall be entitled "Receiver's
25 Account, Estate of [Name of Suncor Receivership Entity]" together with the name of
26 the action.

27 3. The Receiver may, without further Order of this Court, transfer,
28 compromise, or otherwise dispose of any Receivership Property, other than real

1 estate, in the ordinary course of business, on terms and in the manner the Receiver
2 deems most beneficial to the Receivership Estate, and with due regard to the
3 realization of the true and proper value of such Receivership Property.

4 4. Subject to the specific provisions of this order, the Receiver is
5 authorized to locate, list for sale or lease, engage a broker for sale or lease, cause the
6 sale or lease, and take all necessary and reasonable actions to cause the sale or lease
7 of all real property in the Receivership Estates, either at public or private sale, on
8 terms and in the manner the Receiver deems most beneficial to the Receivership
9 Estate, and with due regard to the realization of the true and proper value of such real
10 property.

11 5. Upon further Order of this Court, pursuant to such procedures as
12 may be required by this Court and additional authority such as 28 U.S.C. §§ 2001 and
13 2004, the Receiver will be authorized to sell, and transfer clear title to, all real
14 property in the Receivership Estates.

15 6. The Receiver is authorized to take all actions to manage, maintain,
16 and/or wind-down business operations of the Receivership Estates, including making
17 legally required payments to creditors, employees, and agents of the Receivership
18 Estates and communicating with vendors, investors, governmental and regulatory
19 authorities, and others, as appropriate.

20 7. The Receiver shall take all necessary steps to enable the
21 Receivership Funds to obtain and maintain the status of a taxable "Settlement Fund,"
22 within the meaning of Section 468B of the Internal Revenue Code and of the
23 regulations.

24 **L. Investigate and Prosecute Claims**

25 1. Subject to the requirement, in Section V.J above, that leave of this
26 Court is required to resume or commence certain litigation, the Receiver is
27 authorized, empowered and directed to investigate, prosecute, defend, intervene in or
28 otherwise participate in, compromise, and/or adjust actions in any state, federal or

1 foreign court or proceeding of any kind as may in his discretion, and in consultation
2 with SEC counsel, be advisable or proper to recover and/or conserve Receivership
3 Property.

4 2. Subject to his obligation to expend receivership funds in a
5 reasonable and cost-effective manner, the Receiver is authorized, empowered and
6 directed to investigate the manner in which the financial and business affairs of the
7 Suncor Receivership Entities were conducted and (after obtaining leave of this Court)
8 to institute such actions and legal proceedings, for the benefit and on behalf of the
9 Receivership Estate, as the Receiver deems necessary and appropriate; the Receiver
10 may seek, among other legal and equitable relief, the imposition of constructive
11 trusts, disgorgement of profits, asset turnover, avoidance of fraudulent transfers,
12 rescission and restitution, collection of debts, and such other relief from this Court as
13 may be necessary to enforce this Order. Where appropriate, the Receiver should
14 provide prior notice to Counsel for the Commission before commencing
15 investigations and/or actions.

16 3. The Receiver hereby holds, and is therefore empowered to waive,
17 all privileges, including the attorney-client privilege, held by all entity Suncor
18 Receivership Entities.

19 4. The Receiver has a continuing duty to ensure that there are no
20 conflicts of interest between the Receiver, his Retained Personnel (as that term is
21 defined below), and the Receivership Estate.

22 **M. Bankruptcy Filing**

23 1. The Receiver may seek authorization of this Court to file
24 voluntary petitions for relief under Title 11 of the United States Code (the
25 “Bankruptcy Code”) for the Suncor Receivership Entities. If a Suncor Receivership
26 Entity is placed in bankruptcy proceedings, the Receiver may become, and may be
27 empowered to operate each of the Receivership Estates as, a debtor in possession. In
28 such a situation, the Receiver shall have all of the powers and duties as provided a

1 debtor in possession under the Bankruptcy Code to the exclusion of any other person
2 or entity. Pursuant to Paragraph V.K above, the Receiver is vested with management
3 authority for all entity Suncor Receivership Entities and may therefore file and
4 manage a Chapter 11 petition.

5 2. The provisions of Section V.J above bar any person or entity,
6 other than the Receiver, from placing any of the Suncor Receivership Entities in
7 bankruptcy proceedings.

8 **N. Liability of Receiver**

9 1. Until further Order of this Court, the Receiver shall not be
10 required to post bond or give an undertaking of any type in connection with his
11 fiduciary obligations in this matter.

12 2. The Receiver and his agents, acting within scope of such agency
13 (“Retained Personnel”) are entitled to rely on all outstanding rules of law and Orders
14 of this Court and shall not be liable to anyone for their own good faith compliance
15 with any order, rule, law, judgment, or decree. In no event shall the Receiver or
16 Retained Personnel be liable to anyone for their good faith compliance with their
17 duties and responsibilities as Receiver or Retained Personnel

18 3. This Court shall retain jurisdiction over any action filed against
19 the Receiver or Retained Personnel based upon acts or omissions committed in their
20 representative capacities.

21 4. In the event the Receiver decides to resign, the Receiver shall first
22 give written notice to the Commission’s counsel of record and the Court of its
23 intention, and the resignation shall not be effective until the Court appoints a
24 successor. The Receiver shall then follow such instructions as the Court may
25 provide.

26 **O. Recommendations and Reports**

27 1. On or before December 24, 2015, the Receiver shall file a report
28 regarding the Receiver’s initial plan to marshal the assets of the Suncor Receivership

1 Entities, with service copies to counsel of record.

2 2. The Receiver is authorized, empowered and directed to develop a
3 plan for the fair, reasonable, and efficient recovery and liquidation of all remaining,
4 recovered, and recoverable Receivership Property (the "Liquidation Plan").

5 3. Within ninety (90) days of the entry date of this Order, or at an
6 alternate date set by the Court upon application of the Receiver, the Receiver shall
7 file the Liquidation Plan in the above-captioned action, with service copies to counsel
8 of record.

9 4. Within thirty (30) days after the end of each calendar quarter, the
10 Receiver shall file and serve a full report and accounting of each Receivership Estate
11 (the "Quarterly Status Report"), reflecting (to the best of the Receiver's knowledge as
12 of the period covered by the report) the existence, value, and location of all
13 Receivership Property, and of the extent of liabilities, both those claimed to exist by
14 others and those the Receiver believes to be legal obligations of the Receivership
15 Estates.

16 5. The Quarterly Status Report shall contain the following:

17 a. A summary of the operations of the Receiver;
18 b. The amount of cash on hand, the amount and nature of
19 accrued administrative expenses, and the amount of unencumbered funds in the
20 estate;

21 c. A schedule of all the Receiver's receipts and disbursements
22 (attached as Exhibit A to the Quarterly Status Report), with one column for the
23 quarterly period covered and a second column for the entire duration of the
24 receivership;

25 d. A description of all known Receivership Property, including
26 approximate or actual valuations, anticipated or proposed dispositions, and reasons
27 for retaining assets where no disposition is intended;
28

1 e. A description of liquidated and unliquidated claims held by
2 the Receivership Estate, including the need for forensic and/or investigatory
3 resources; approximate valuations of claims; and anticipated or proposed methods of
4 enforcing such claims (including likelihood of success in: (i) reducing the claims to
5 judgment; and, (ii) collecting such judgments);

6 f. A list of all known creditors with their addresses and the
7 amounts of their claims;

8 g. The status of Creditor Claims Proceedings, after such
9 proceedings have been commenced; and,

10 h. The Receiver's recommendations for a continuation or
11 discontinuation of the receivership and the reasons for the recommendations.

12 6. On the request of the Commission, the Receiver shall provide the
13 Commission with any documentation that the Commission deems necessary to meet
14 its reporting requirements, that is mandated by statute or Congress, or that is
15 otherwise necessary to further the Commission's mission.

16 **P. Fees, Expenses and Accountings**

17 1. Subject to the specific provisions of this Order, the Receiver need
18 not obtain Court approval prior to the disbursement of Receivership Funds for
19 expenses in the ordinary course of the administration and operation of the
20 receivership. Further, prior Court approval is not required for payments of applicable
21 federal, state or local taxes.

22 2. Subject to the specific provisions of this Order, the Receiver is
23 authorized to solicit persons and entities ("Retained Personnel") to assist him in
24 carrying out the duties and responsibilities described in this Order. The Receiver
25 shall not engage any Retained Personnel without first obtaining an Order of the Court
26 authorizing such engagement.

27 3. The Receiver and Retained Personnel are entitled to reasonable
28 compensation and expense reimbursement from the Receivership Estates as described

1 in the “Billing Instructions for Receivers in Civil Actions Commenced by the U.S.
2 Securities and Exchange Commission” (the “Billing Instructions”) agreed to by the
3 Receiver. Such compensation shall require the prior approval of the Court.

4 4. Within forty-five (45) days after the end of each calendar quarter,
5 the Receiver and Retained Personnel shall apply to the Court for compensation and
6 expense reimbursement from the Receivership Estates (the “Quarterly Fee
7 Applications”). At least thirty (30) days prior to filing each Quarterly Fee
8 Application with the Court, the Receiver will serve upon counsel for the SEC a
9 complete copy of the proposed Application, together with all exhibits and relevant
10 billing information in a format to be provided by SEC staff.

11 5. All Quarterly Fee Applications will be interim and will be subject
12 to cost benefit and final reviews at the close of the receivership. At the close of the
13 receivership, the Receiver will file a final fee application, describing in detail the
14 costs and benefits associated with all litigation and other actions pursued by the
15 Receiver during the course of the receivership.

16 6. Quarterly Fee Applications may be subject to a holdback in the
17 amount of 20% of the amount of fees and expenses for each application filed with the
18 Court. The total amounts held back during the course of the receivership will be paid
19 out at the discretion of the Court as part of the final fee application submitted at the
20 close of the receivership.

21 7. Each Quarterly Fee Application shall:

22 a. Comply with the terms of the Billing Instructions agreed to
23 by the Receiver; and,

24 b. Contain representations (in addition to the Certification
25 required by the Billing Instructions) that: (i) the fees and expenses included therein
26 were incurred in the best interests of the Receivership Estate; and, (ii) with the
27 exception of the Billing Instructions, the Receiver has not entered into any agreement,
28 written or oral, express or implied, with any person or entity concerning the amount

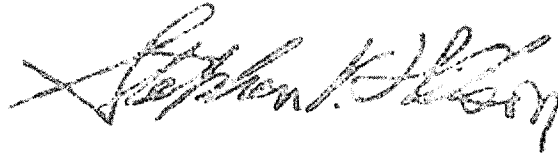
1 of compensation paid or to be paid from the Receivership Estate, or any sharing
2 thereof.

3 8. At the close of the Receivership, the Receiver shall submit a Final
4 Accounting, in a format to be provided by SEC staff, as well as the Receiver's final
5 application for compensation and expense reimbursement.

6 VI.

7 IT IS HEREBY FURTHER ORDERED that the hearing to show cause set for
8 December 21, 2015 by the Temporary Restraining Order, Order Freezing Assets, and
9 Providing for Other Ancillary Relief entered by the Court on November 25, 2015 is
10 vacated.

11
12 Dated: December 11, 2015



14
15 STEPHEN V. WILSON
16 UNITED STATES DISTRICT JUDGE
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EXHIBIT 2

EXHIBIT 2A

Schedule of Investor Funds

Suncor Fontana

11/13/2012	Wu Chen	\$250,000
11/13/2012	Wu Chen	250,160
11/13/2012	Cao Guiling	187,780
11/13/2012	MS. Hong Lei	500,175
11/13/2012	Liu Aibin	250,080
11/13/2012	Cao Guiling	62,280
11/19/2012	Chen Zhongfa	500,000
11/20/2012	Li Yu	500,200
11/26/2012	Wang Xinhong	250,080
11/27/2012	Wang Xinhong	250,080
11/30/2012	Liu Aibin	250,080
11/30/2012	Cao Guiling	250,080
12/5/2012	Chen Qing	250,180
12/5/2012	Chen Qing	249,980
12/07/2012	Zhao Gui	500,000

Total \$4,501,155

Suncor Hesperia

12/21/2012	Ili Yan	\$250,080
12/24/2012	Ili Yan	250,080
12/27/2012	Xu Wenli	249,980
12/27/2012	Zou Qi Ming	125,000
12/28/2012	Xu Wen Hui	500,040
12/28/2012	Zou Qi Ming	125,000
12/28/2012	Ji Shu Yi	250,080
12/31/2012	Ji Shu Yi	250,080
12/31/2012	Zou Qi Ming	125,000
12/31/2012	Zou Qi Ming	125,000
12/31/2012	Ms Liu Jing	500,000
12/31/2012	Menga Xu	500,000
1/04/2013	Xu Wenli	250,120
1/10/2013	Jiang Hua	100,000
1/15/2013	Jiang Hua	100,000
1/16/2013	Jiang Hua	100,000
1/18/2013	Jiang Hua	100,000
1/22/2013	Jiang Hua	100,000
1/29/2013	Zhu Jun	500,180
3/07/2013	Huang Ai	500,000
3/12/2013	Zheng Yinuo	500,000

EXHIBIT 2B



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Account #: 13394660

This statement: November 30, 2012
 Last statement: October 31, 2012

Contact us:
 213 673-7700

City Of Commerce Office
 5601 East Slauson Avenue
 Commerce CA 90040

013 0830G
 ORANGE COMMUNITY ESCROW, INC.
 (TRUST ACCOUNT)
 800 E DYER RD
 SANTA ANA CA 92705

cnb.com

PLANNING AHEAD FOR 2013? FIND OUT ABOUT OUR EXCLUSIVE LOAN OFFERS DESIGNED TO HELP YOU GROW YOUR BUSINESS. CONTACT YOUR RELATIONSHIP MANAGER FOR DETAILS TODAY.

Analyzed Business Checking

Account Summary		Account Activity	
Account number	13394660	Beginning balance (10/31/2012)	\$1,251,738.08
Minimum balance	\$1,231,015.36		
Average balance	\$2,791,864.40	Credits Deposits (30)	+ 719,938.77
Avg. collected balance	\$2,761,919.00	Electronic cr (160)	+ 6,826,313.44
		Other credits (0)	+ 0.00
		Total credits	+ \$7,546,252.21
		Debits Checks paid (385)	- 1,664,252.09
		Electronic db (59)	- 2,628,496.59
		Other debits (0)	- 0.00
		Total debits	- \$4,292,748.68
		Ending balance (11/30/2012)	\$4,505,241.61

DEPOSITS

Date	Description	Reference	Credits
11-1	E-Deposit	00000001	4,400.00
11-1	E-Deposit	00000001	9,275.13
11-1	E-Deposit	00000001	110,553.55
11-1	E-Deposit	00000001	180,322.95
11-2	E-Deposit	00000001	14,588.78
11-5	E-Deposit	00000001	920.54
11-5	E-Deposit	00000001	2,443.57
11-5	E-Deposit	00000001	4,171.89
11-5	E-Deposit	00000001	4,357.32
11-6	E-Deposit	00000001	8,268.40
11-6	E-Deposit	00000001	19,134.00
11-7	E-Deposit	00000001	1,000.00
11-9	E-Deposit	00000001	7,439.85
11-9	E-Deposit	00000001	145,569.13
11-15	E-Deposit	00000001	1,238.46
11-19	E-Deposit	00000001	1,265.02
11-19	E-Deposit	00000001	61,902.40
11-20	E-Deposit	00000001	26,078.86
11-21	E-Deposit	00000001	5,007.74
11-21	E-Deposit	00000001	12,148.62

ORANGE COMMUNITY ESCROW, INC.
November 30, 2012

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Account #: 13394660

DEPOSITS (Continued)

Date	Description	Reference	Credits
11-26	E-Deposit	00000001	1,409.30
11-26	E-Deposit	00000001	1,663.17
11-26	E-Deposit	00000001	4,286.23
11-26	E-Deposit	00000001	10,821.52
11-28	E-Deposit	00000001	1,080.18
11-28	E-Deposit	00000001	6,088.26
11-29	E-Deposit	00000001	1,609.86
11-29	E-Deposit	00000001	3,701.93
11-29	E-Deposit	00000001	11,135.00
11-30	E-Deposit	00000001	58,057.31

ELECTRONIC CREDITS

Date	Description	Credits
11-1	Incoming Wire-Dom	139.53
11-1	Incoming Wire-Dom	256.88
11-1	Incoming Wire-Dom	339.91
11-1	Incoming Wire-Dom	852.68
11-1	Incoming Wire-Dom	853.43
11-1	Incoming Wire-Dom	918.04
11-1	Incoming Wire-Dom	1,776.10
11-1	Incoming Wire-Dom	102,702.11
11-1	Incoming Wire-Dom	183,392.95
11-1	Wire Tsfr Credit	44.69
11-2	Incoming Wire-Dom	122.87
11-2	Incoming Wire-Dom	187.17
11-2	Incoming Wire-Dom	704.45
11-2	Incoming Wire-Dom	3,076.37
11-2	Incoming Wire-Dom	4,598.88
11-2	Incoming Wire-Dom	15,000.00
11-2	Incoming Wire-Dom	19,718.83
11-2	Incoming Wire-Dom	43,500.00
11-5	Incoming Wire-Dom	83.46
11-5	Incoming Wire-Dom	212.31
11-5	Incoming Wire-Dom	1,271.39
11-5	Incoming Wire-Dom	5,271.44
11-5	Incoming Wire-Dom	5,503.61
11-5	Incoming Wire-Dom	160,292.51
11-5	Incoming Wire-Dom	210,958.56
11-5	Incoming Wire-Dom	251,708.56
11-6	Incoming Wire-Dom	836.82
11-6	Incoming Wire-Dom	2,741.01
11-6	Incoming Wire-Dom	3,826.50
11-7	Incoming Wire-Dom	600.30
11-7	Incoming Wire-Dom	1,843.56
11-7	Incoming Wire-Dom	1,887.86
11-7	Incoming Wire-Dom	3,090.03
11-7	Incoming Wire-Dom	3,529.66
11-7	Incoming Wire-Dom	3,996.04
11-7	Incoming Wire-Dom	404,339.51
11-8	Incoming Wire-Dom	878.70
11-8	Incoming Wire-Dom	1,948.88
11-8	Incoming Wire-Dom	10,276.55
11-8	Incoming Wire-Dom	13,314.73



ORANGE COMMUNITY ESCROW, INC.
November 30, 2012

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Account #: 13394660

ELECTRONIC CREDITS (Continued)

Date	Description	Credits
11-8	Incoming Wire-Dom	22,100.37
11-8	Incoming Wire-Dom	74,690.50
11-8	Incoming Wire-Dom	75,955.06
11-9	Incoming Wire-Dom	783.18
11-9	Incoming Wire-Dom	1,573.17
11-9	Incoming Wire-Dom	2,997.81
11-9	Incoming Wire-Dom	11,704.40
11-13	Incoming Wire-Dom	7,301.11
11-13	Incoming Wire-Dom	62,280.00
11-13	Incoming Wire-Dom	141,323.58
11-13	Incoming Wire-Dom	187,780.00
11-13	Incoming Wire-Dom	250,000.00
11-13	Incoming Wire-Dom	250,080.00
11-13	Incoming Wire-Dom	250,160.00
11-13	Incoming Wire-Dom	500,175.00
11-14	Incoming Wire-Dom	4,259.07
11-14	Incoming Wire-Dom	6,387.01
11-14	Incoming Wire-Dom	6,975.43
11-14	Incoming Wire-Dom	250,080.00
11-14	Incoming Wire-Dom	250,080.00
11-15	Incoming Wire-Dom	97.02
11-15	Incoming Wire-Dom	884.51
11-15	Incoming Wire-Dom	1,192.42
11-15	Incoming Wire-Dom	1,577.73
11-15	Incoming Wire-Dom	1,624.71
11-15	Incoming Wire-Dom	5,230.91
11-16	Incoming Wire-Dom	284.29
11-16	Incoming Wire-Dom	441.88
11-16	Incoming Wire-Dom	775.03
11-16	Incoming Wire-Dom	4,081.25
11-16	Incoming Wire-Dom	20,043.66
11-16	Incoming Wire-Dom	65,287.65
11-16	Incoming Wire-Dom	182,581.91
11-19	Incoming Wire-Dom	1,046.42
11-19	Incoming Wire-Dom	1,122.16
11-19	Incoming Wire-Dom	1,145.49
11-19	Incoming Wire-Dom	1,294.48
11-19	Incoming Wire-Dom	4,017.97
11-19	Incoming Wire-Dom	5,261.38
11-19	Incoming Wire-Dom	20,176.12
11-19	Incoming Wire-Dom	500,000.00
11-19	Incoming Wire-Dom	500,200.00
11-20	Incoming Wire-Dom	233.82
11-20	Incoming Wire-Dom	953.51
11-20	Incoming Wire-Dom	5,102.85
11-21	Incoming Wire-Dom	858.77
11-21	Incoming Wire-Dom	943.96
11-21	Incoming Wire-Dom	1,103.94
11-21	Incoming Wire-Dom	1,348.37
11-21	Incoming Wire-Dom	2,172.22
11-21	Incoming Wire-Dom	2,190.00
11-21	Incoming Wire-Dom	3,158.95
11-21	Incoming Wire-Dom	3,295.04

ORANGE COMMUNITY ESCROW, INC.
November 30, 2012

Page 4
Account #: 13394660

ELECTRONIC CREDITS (Continued)

Date	Description	Credits
11-21	Incoming Wire-Dom	3,350.47
11-21	Incoming Wire-Dom	3,945.17
11-23	Incoming Wire-Dom	1,785.97
11-23	Incoming Wire-Dom	12,207.40
11-23	Incoming Wire-Dom	137,855.36
11-26	Incoming Wire-Dom	991.10
11-26	Incoming Wire-Dom	1,075.06
11-26	Incoming Wire-Dom	1,298.51
11-26	Incoming Wire-Dom	1,582.84
11-26	Incoming Wire-Dom	1,806.34
11-26	Incoming Wire-Dom	2,234.83
11-26	Incoming Wire-Dom	55,554.43
11-26	Incoming Wire-Dom	148,027.89
11-26	Incoming Wire-Dom	250,080.00
11-27	Incoming Wire-Dom	80.48
11-27	Incoming Wire-Dom	398.02
11-27	Incoming Wire-Dom	847.02
11-27	Incoming Wire-Dom	1,089.68
11-27	Incoming Wire-Dom	1,162.83
11-27	Incoming Wire-Dom	1,242.94
11-27	Incoming Wire-Dom	1,483.57
11-27	Incoming Wire-Dom	3,108.08
11-27	Incoming Wire-Dom	5,111.47
11-27	Incoming Wire-Dom	250,080.00
11-27	Wire Tsfr Credit	71.12
11-28	Incoming Wire-Dom	739.69
11-28	Incoming Wire-Dom	752.44
11-28	Incoming Wire-Dom	769.30
11-28	Incoming Wire-Dom	827.29
11-28	Incoming Wire-Dom	956.54
11-28	Incoming Wire-Dom	1,258.28
11-28	Incoming Wire-Dom	1,374.46
11-28	Incoming Wire-Dom	1,897.26
11-28	Incoming Wire-Dom	2,082.62
11-28	Incoming Wire-Dom	3,952.69
11-28	Incoming Wire-Dom	4,265.92
11-28	Incoming Wire-Dom	4,353.25
11-28	Incoming Wire-Dom	5,946.55
11-28	Incoming Wire-Dom	8,827.25
11-28	Incoming Wire-Dom	209,260.89
11-29	Incoming Wire-Dom	214.48
11-29	Incoming Wire-Dom	814.79
11-29	Incoming Wire-Dom	899.32
11-29	Incoming Wire-Dom	1,737.57
11-29	Incoming Wire-Dom	1,800.83
11-29	Incoming Wire-Dom	2,769.30
11-29	Incoming Wire-Dom	4,759.31
11-29	Incoming Wire-Dom	5,506.28
11-29	Incoming Wire-Dom	6,949.94
11-29	Incoming Wire-Dom	7,977.46
11-29	Incoming Wire-Dom	8,724.08
11-29	Incoming Wire-Dom	14,096.16
11-29	Incoming Wire-Dom	20,000.00



ORANGE COMMUNITY ESCROW, INC.
December 31, 2012

Page 3
Account #: 13394660

ELECTRONIC CREDITS (Continued)

Date	Description	Credits
12-4	Incoming Wire-Dom	1,882.15
12-4	Incoming Wire-Dom	2,371.05
12-4	Incoming Wire-Dom	4,825.65
12-5	Incoming Wire-Dom	650.99
12-5	Incoming Wire-Dom	1,300.00
12-5	Incoming Wire-Dom	1,457.16
12-5	Incoming Wire-Dom	1,520.22
12-5	Incoming Wire-Dom	2,294.58
12-5	Incoming Wire-Dom	4,057.18
12-5	Incoming Wire-Dom	5,185.17
12-5	Incoming Wire-Dom	8,508.76
12-5	Incoming Wire-Dom	249,980.00
12-5	Incoming Wire-Dom	250,180.00
12-5	Incoming Wire-Dom	262,058.45
12-6	Incoming Wire-Dom	74.40
12-6	Incoming Wire-Dom	786.40
12-6	Incoming Wire-Dom	1,259.41
12-6	Incoming Wire-Dom	3,097.94
12-6	Incoming Wire-Dom	7,000.00
12-6	Incoming Wire-Dom	40,000.00
12-6	Incoming Wire-Dom	49,054.21
12-6	Incoming Wire-Dom	500,000.00
12-7	Incoming Wire-Dom	1,497.55
12-7	Incoming Wire-Dom	273,754.32
12-10	Incoming Wire-Dom	13.42
12-10	Incoming Wire-Dom	3,958.57
12-10	Incoming Wire-Dom	5,276.91
12-10	Incoming Wire-Dom	7,273.63
12-10	Incoming Wire-Dom	9,918.72
12-11	Incoming Wire-Dom	1,338.55
12-11	Incoming Wire-Dom	1,545.90
12-11	Incoming Wire-Dom	1,678.22
12-11	Incoming Wire-Dom	1,893.92
12-11	Incoming Wire-Dom	2,080.33
12-11	Incoming Wire-Dom	12,850.50
12-11	Incoming Wire-Dom	73,042.32
12-12	Incoming Wire-Dom	1,312.76
12-12	Incoming Wire-Dom	5,315.20
12-13	Incoming Wire-Dom	1,700.39
12-13	Incoming Wire-Dom	3,436.65
12-13	Incoming Wire-Dom	3,644.58
12-13	Incoming Wire-Dom	4,182.75
12-13	Incoming Wire-Dom	4,206.53
12-13	Incoming Wire-Dom	6,666.85
12-13	Incoming Wire-Dom	173,247.76
12-14	Incoming Wire-Dom	1,372.80
12-14	Incoming Wire-Dom	7,691.49
12-17	Incoming Wire-Dom	1,176.33
12-17	Incoming Wire-Dom	1,705.44
12-17	Incoming Wire-Dom	3,311.15
12-17	Incoming Wire-Dom	5,212.03
12-17	Incoming Wire-Dom	170,965.18
12-18	Incoming Wire-Dom	316.00

ORANGE COMMUNITY ESCROW, INC.
December 31, 2012

Page 4
Account #: 13394660

ELECTRONIC CREDITS (Continued)

Date	Description	Credits
12-18	Incoming Wire-Dom	552.00
12-18	Incoming Wire-Dom	855.69
12-18	Incoming Wire-Dom	889.56
12-18	Incoming Wire-Dom	1,099.47
12-18	Incoming Wire-Dom	1,504.79
12-18	Incoming Wire-Dom	2,147.72
12-18	Incoming Wire-Dom	2,173.02
12-18	Incoming Wire-Dom	3,113.55
12-18	Incoming Wire-Dom	15,142.22
12-18	Incoming Wire-Dom	83,714.78
12-18	Incoming Wire-Dom	115,987.28
12-19	Incoming Wire-Dom	195.02
12-19	Incoming Wire-Dom	250.00
12-19	Incoming Wire-Dom	917.12
12-19	Incoming Wire-Dom	2,487.39
12-19	Incoming Wire-Dom	2,493.36
12-19	Incoming Wire-Dom	6,011.81
12-19	Incoming Wire-Dom	415,247.67
12-20	Incoming Wire-Dom	920.16
12-20	Incoming Wire-Dom	948.84
12-20	Incoming Wire-Dom	1,193.42
12-20	Incoming Wire-Dom	1,474.58
12-20	Incoming Wire-Dom	1,996.59
12-20	Incoming Wire-Dom	5,802.38
12-21	Incoming Wire-Dom	73.94
12-21	Incoming Wire-Dom	304.69
12-21	Incoming Wire-Dom	926.71
12-21	Incoming Wire-Dom	927.57
12-21	Incoming Wire-Dom	936.98
12-21	Incoming Wire-Dom	1,347.14
12-21	Incoming Wire-Dom	1,787.51
12-21	Incoming Wire-Dom	2,565.78
12-21	Incoming Wire-Dom	3,096.18
12-21	Incoming Wire-Dom	38,886.52
12-21	Incoming Wire-Dom	250,080.00
12-24	Incoming Wire-Dom	1,043.53
12-24	Incoming Wire-Dom	1,118.69
12-24	Incoming Wire-Dom	1,437.13
12-24	Incoming Wire-Dom	250,080.00
12-24	Wire Tsfr Credit	268.69
12-24	Wire Tsfr Credit	5,290.96
12-26	Incoming Wire-Dom	927.83
12-26	Incoming Wire-Dom	952.47
12-26	Incoming Wire-Dom	4,509.83
12-26	Wire Tsfr Credit	3,430.56
12-27	Incoming Wire-Dom	855.16
12-27	Incoming Wire-Dom	984.12
12-27	Incoming Wire-Dom	1,009.35
12-27	Incoming Wire-Dom	1,009.90
12-27	Incoming Wire-Dom	1,135.10
12-27	Incoming Wire-Dom	1,326.00
12-27	Incoming Wire-Dom	1,788.19
12-27	Incoming Wire-Dom	1,868.63



ORANGE COMMUNITY ESCROW, INC.
December 31, 2012

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Account #: 13394660

ELECTRONIC CREDITS (Continued)

Date	Description	Credits
12-27	Incoming Wire-Dom	2,440.04
12-27	Incoming Wire-Dom	2,867.22
12-27	Incoming Wire-Dom	4,175.47
12-27	Incoming Wire-Dom	5,577.85
12-27	Incoming Wire-Dom	9,573.40
12-27	Incoming Wire-Dom	11,417.55
12-27	Incoming Wire-Dom	53,194.85
12-27	Incoming Wire-Dom	59,733.92
12-27	Incoming Wire-Dom	125,000.00
12-27	Incoming Wire-Dom	249,980.00
12-28	Incoming Wire-Dom	316.00
12-28	Incoming Wire-Dom	402.13
12-28	Incoming Wire-Dom	782.25
12-28	Incoming Wire-Dom	801.44
12-28	Incoming Wire-Dom	803.92
12-28	Incoming Wire-Dom	1,093.00
12-28	Incoming Wire-Dom	1,146.19
12-28	Incoming Wire-Dom	1,677.06
12-28	Incoming Wire-Dom	1,865.05
12-28	Incoming Wire-Dom	4,345.13
12-28	Incoming Wire-Dom	4,708.05
12-28	Incoming Wire-Dom	78,652.56
12-28	Incoming Wire-Dom	125,000.00
12-28	Incoming Wire-Dom	250,080.00
12-28	Incoming Wire-Dom	500,040.00
12-31	Incoming Wire-Dom	15.56
12-31	Incoming Wire-Dom	242.36
12-31	Incoming Wire-Dom	411.32
12-31	Incoming Wire-Dom	435.29
12-31	Incoming Wire-Dom	550.04
12-31	Incoming Wire-Dom	739.63
12-31	Incoming Wire-Dom	770.87
12-31	Incoming Wire-Dom	824.12
12-31	Incoming Wire-Dom	1,016.77
12-31	Incoming Wire-Dom	1,136.04
12-31	Incoming Wire-Dom	1,663.87
12-31	Incoming Wire-Dom	1,779.60
12-31	Incoming Wire-Dom	1,919.49
12-31	Incoming Wire-Dom	1,920.40
12-31	Incoming Wire-Dom	1,945.71
12-31	Incoming Wire-Dom	2,374.05
12-31	Incoming Wire-Dom	2,947.61
12-31	Incoming Wire-Dom	3,485.20
12-31	Incoming Wire-Dom	3,791.51
12-31	Incoming Wire-Dom	4,135.76
12-31	Incoming Wire-Dom	6,054.72
12-31	Incoming Wire-Dom	8,258.41
12-31	Incoming Wire-Dom	20,200.00
12-31	Incoming Wire-Dom	98,334.08
12-31	Incoming Wire-Dom	125,000.00
12-31	Incoming Wire-Dom	125,000.00

EXHIBIT 2C

CITIZENS BUSINESS BANK
PO BOX 3938
ONTARIO, CA 91761

ACCOUNT: 245122709
DOCUMENTS: 10
PAGE: 1
12/31/2012

TELEPHONE: 888-222-5432



Member FDIC

*****AUTO**SCH 3-DIGIT 923
12427 1.0600 AT 0.374 67 1 179
Suncor Fontana
2619 S Waterman Ave Ste D
San Bernardino CA 92408-3737

30-8
0
10

TRI-CITY CENTER
301 VANDERBILT SUITE 120
SAN BERNARDINO CA 92408

TELEPHONE: 909-888-6363

--> NEW LOOK! December statements (mailed in January) will have a new look, improved detail and enhanced sub-categories.

TOTAL OVERDRAFT FEES = THE PAID NSF/UCF ITEM CHG + OVERDRAFT CHARGES
TOTAL RETURNED ITEM FEES = CHARGE(S) FOR ITEMS RETURNED NSF OR UCF

BUSINESS CHECKING ACCOUNT 245122709

		LAST STATEMENT 11/30/12	20,695.26
MINIMUM BALANCE	20,695.26	3 CREDITS	4,501,155.00
AVG AVAILABLE BALANCE	572,369.67	24 DEBITS	2,385,540.00
AVERAGE BALANCE	572,369.67	THIS STATEMENT 12/31/12	2,136,310.26

- - - - - OTHER CREDITS - - - - -		DATE	AMOUNT
DESCRIPTION			
WIRE/IN-201234001778;ORG ORANGE COMMUNITY ESCROW, INC.;REF	12/05	1,500,000.00	
0000000002337604			
WIRE/IN-201234900673;ORG ORANGE COMMUNITY ESCROW, INC.;REF	12/14	1,000,000.00	
0000000002354294			
WIRE/IN-201236600630;ORG ORANGE COMMUNITY ESCROW, INC.;REF	12/31	2,001,155.00	
0000000002383354			

- - - - - CHECKS - - - - -					
CHECK #..DATE.....AMOUNT	CHECK #..DATE.....AMOUNT	CHECK #..DATE.....AMOUNT			
1028 12/07 10,000.00	1033 12/07 25,000.00	1040*12/31 4,500.00			
1029*12/10 5,125.00	1034 12/12 15,000.00	1043 12/31 10,000.00			
1031 12/11 2,000.00	1035 12/18 25,000.00				
1032 12/11 1,500.00	1036*12/26 150,000.00				

(*) INDICATES A GAP IN CHECK NUMBER SEQUENCE

* * * C O N T I N U E D * * *

CITIZENS BUSINESS BANK
PO BOX 3938
ONTARIO, CA 91761

ACCOUNT:
DOCUMENTS:

245122709
10

PAGE: 2
12/31/2012

TELEPHONE: 888-222-5432

Suncor Fontana

=====

BUSINESS CHECKING ACCOUNT 245122709

=====

- - - - - OTHER DEBITS - - - - -

DESCRIPTION	DATE	AMOUNT
WIRE FEE-201234001778;TRI CITY INC FEE	12/05	20.00
WIRE FEE-201234002167;TRI CITY O/G FEE	12/05	35.00
WIRE FEE-201234002183;TRI CITY O/G FEE	12/05	35.00
WIRE FEE-201234002194;TRI CITY O/G FEE	12/05	35.00
WIRE/OUT-201234002167;BNF MASON CREDIT INVESTORS LLC	12/05	92,179.00
WIRE/OUT-201234002194;BNF LI HUI;OBI RE-FUND	12/05	250,000.00
WIRE/OUT-201234002183;BNF CELTIC BANK	12/05	1,000,000.00
WIRE FEE-201234500591;TRI CITY O/G FEE	12/10	35.00
WIRE/OUT-201234500591;BNF FIDELITY NATIONAL TITLE COMPANY	12/10	75,000.00
WIRE FEE-201234900673;TRI CITY INC FEE	12/14	20.00
WIRE FEE-201236303196;TRI CITY O/G FEE	12/28	35.00
WIRE/OUT-201236303196;BNF MASON CREDIT INVESTORS LLC;OBI	12/28	720,000.00
EB-5 PROGRAM MANAGEMENT		
SERVICE CHARGE	12/31	1.00
WIRE FEE-201236600630;TRI CITY INC FEE	12/31	20.00

- - - ITEMIZATION OF SERVICE CHARGE PAID THIS PERIOD - - -

TOTAL CHARGE FOR IMAGE CK ENCLOSURE: 1.00

- - - ITEMIZATION OF OVERDRAFT AND RETURNED ITEM FEES - - -

	TOTAL FOR	TOTAL
	THIS PERIOD	YEAR TO DATE
* TOTAL OVERDRAFT FEES:	\$.00	\$15.00
* TOTAL RETURNED ITEM FEES:	\$.00	\$35.00

- - - - - DAILY BALANCE - - - - -

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
12/05	178,391.26	12/12	44,731.26	12/28	149,676.26
12/07	143,391.26	12/14	1,044,711.26	12/31	2,136,310.26
12/10	63,231.26	12/18	1,019,711.26		
12/11	59,731.26	12/26	869,711.26		

- END OF STATEMENT -

EXHIBIT 2D



ORANGE COMMUNITY ESCROW, INC.
December 31, 2012

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Account #: 13394660

CHECKS PAID (Continued)

Number	Date	Amount	Number	Date	Amount	Number	Date	Amount
120518 *	12-21	3,000.00	120545 *	12-21	101,636.24	120589 *	12-27	2,520.00
120519	12-24	12,072.22	120547 *	12-27	200.00	120591 *	12-31	150.00
120520	12-28	150.00	120549 *	12-31	208.53	120595 *	12-28	200.00
120521	12-26	2,520.00	120551 *	12-28	612.13	120603 *	12-28	200.00
120524 *	12-27	2,520.00	120555 *	12-28	150.00	120611 *	12-28	250.00
120525	12-31	364.70	120556	12-27	2,910.71	120615 *	12-31	13,400.97
120527 *	12-27	2,520.00	120557	12-28	727.00	120617 *	12-31	14,036.29
120528	12-31	465.45	120564 *	12-27	2,975.00	120620 *	12-31	1,628.00
120530 *	12-31	652.33	120567 *	12-27	2,520.00	120621	12-31	6,720.00
120531	12-27	2,520.00	120569 *	12-31	226.22	120630 *	12-31	120.00
120533 *	12-27	2,520.00	120571 *	12-27	2,520.00	120633 *	12-31	150.00
120534	12-28	545.84	120575 *	12-27	2,520.00	120645 *	12-31	2,314.82
120536 *	12-27	2,520.00	120577 *	12-31	200.00	120652 *	12-31	200.00
120537	12-28	12.57	120581 *	12-27	2,720.00	120659 *	12-31	72.95
120538	12-31	250.00	120585 *	12-27	2,520.00	* Skip in check sequence		
120540 *	12-31	250.00	120587 *	12-31	150.00			

ELECTRONIC DEBITS

Date	Description	Debits
12-3	Tnet Wire Out-Dom	53.00
12-3	Tnet Wire Out-Dom	890.51
12-3	Tnet Wire Out-Dom	10,100.00
12-3	Tnet Wire Out-Dom	319,614.79
12-4	Tnet Wire Out-Dom	975.00
12-4	Tnet Wire Out-Dom	975.00
12-4	Tnet Wire Out-Dom	2,301.23
12-5	Tnet Wire Out-Dom	1,893.00
12-5	Tnet Wire Out-Dom	1,987.10
12-5	Tnet Wire Out-Dom	10,761.20
12-5	Tnet Wire Out-Dom	20,000.00
12-5	Tnet Wire Out-Dom	244,500.00
12-5	Tnet Wire Out-Dom	1,500,000.00
12-6	Tnet Wire Out-Dom	416.98
12-6	Tnet Wire Out-Dom	2,109.27
12-6	Tnet Wire Out-Dom	2,205.54
12-7	Tnet Wire Out-Dom	8,819.10
12-7	Tnet Wire Out-Dom	136,000.00
12-10	Tnet Wire Out-Dom	109.63
12-10	Tnet Wire Out-Dom	4,762.50
12-10	Tnet Wire Out-Dom	8,204.43
12-10	Wire Tsfr Debit	1,293.08
12-11	Tnet Wire Out-Dom	445.73
12-11	Tnet Wire Out-Dom	697.81
12-12	Tnet Wire Out-Dom	742.78
12-13	Tnet Wire Out-Dom	172,422.76
12-14	Tnet Wire Out-Dom	1,182.37
12-14	Tnet Wire Out-Dom	1,000,000.00
12-17	Tnet Wire Out-Dom	3,067.29
12-17	Tnet Wire Out-Dom	8,587.50
12-17	Tnet Wire Out-Dom	22,133.22

ORANGE COMMUNITY ESCROW, INC.
December 31, 2012

Page 10
Account #: 13394660

ELECTRONIC DEBITS (Continued)

Date	Description	Debits
12-18	Tnet Wire Out-Dom	90,000.00
12-20	Tnet Wire Out-Dom	1,294.50
12-20	Tnet Wire Out-Dom	54,775.30
12-21	Tnet Wire Out-Dom	3,269.04
12-21	Tnet Wire Out-Dom	21,483.00
12-21	Tnet Wire Out-Dom	35,786.52
12-21	Tnet Wire Out-Dom	72,393.94
12-21	Tnet Wire Out-Dom	79,772.98
12-21	Tnet Wire Out-Dom	417,000.00
12-21	Outgoing Wire-Intl	26,983.30
12-24	Wire Tsfr Debit	3,450.00
12-26	Tnet Wire Out-Dom	3,806.80
12-27	Tnet Wire Out-Dom	7,880.68
12-27	Tnet Wire Out-Dom	19,945.79
12-28	Tnet Wire Out-Dom	695.00
12-28	Tnet Wire Out-Dom	2,061.68
12-28	Tnet Wire Out-Dom	3,750.00
12-28	Tnet Wire Out-Dom	76,705.56
12-28	Tnet Wire Out-Dom	87,211.37
12-31	Tnet Wire Out-Dom	32,797.73
12-31	Tnet Wire Out-Dom	64,741.35
12-31	Tnet Wire Out-Dom	2,001,155.00

OTHER DEBITS

Date	Description	Reference	Debits
12-11	Debit Memo STOP PAYMENT		50.00
12-21	Debit Memo		3,000.00

DAILY BALANCES

Date	Amount	Date	Amount	Date	Amount	Date	Amount
11-30	4,505,241.61	12-10	3,762,830.33	12-18	2,912,235.34	12-27	3,605,977.32
12-3	4,113,388.03	12-11	3,814,448.80	12-19	3,319,200.32	12-28	4,412,560.40
12-4	4,124,042.90	12-12	3,801,245.94	12-20	3,285,135.17	12-31	3,942,771.52
12-5	3,145,327.98	12-13	3,669,701.50	12-21	2,925,488.22		
12-6	3,715,049.49	12-14	2,673,788.01	12-24	3,126,756.81		
12-7	3,841,165.47	12-17	2,800,431.99	12-26	3,139,892.02		

Thank you for banking with City Of Commerce Office

PROOF OF SERVICE

Securities and Exchange Commission v. Robert Yang, Suncor Fontana, et al.
USDC, Central District of California – Case No. 5:15-cv-02387-SVW (KKx)

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 515 S. Figueroa Street, 9th Floor, Los Angeles, California 90071-3398.

A true and correct copy of the foregoing document(s) described below will be served in the manner indicated below:

DECLARATION OF JOSHUA A. DEL CASTILLO IN SUPPORT OF EX PARTE APPLICATION OF RECEIVER, STEPHEN J. DONELL, FOR ORDER TO SHOW CAUSE WHY CELTIC BANK SHOULD NOT BE HELD IN CIVIL CONTEMPT

1. **TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING ("NEF")** – the above-described document will be served by the Court via NEF. On April 5, 2016, I reviewed the CM/ECF Mailing Info For A Case for this case and determined that the following person(s) are on the Electronic Mail Notice List to receive NEF transmission at the email address(es) indicated below:

- **Zachary T. Carlyle**
carlylez@sec.gov, kasperg@sec.gov, karpeli@sec.gov,
blomgrene@sec.gov, pinkstonm@sec.gov, NesvigN@sec.gov
- **Stephen J. Donell**
jdelcastillo@allenmatkins.com
- **Mark T. Hiraide**
mhiraide@hiraidelaw.com, kju@phlcorplaw.com,
hitabashi@phlcorplaw.com, eganous@phlcorplaw.com
- **Leslie J. Hughes**
hughesLJ@sec.gov, kasperg@sec.gov, pinkstonm@sec.gov, nesvign@sec.gov
- **David J. Van Havermaat**
vanhavermaatd@sec.gov, larofiling@sec.gov, berryj@sec.vog,
irwinma@sec.gov
- **Joshua Andrew del Castillo**
jdelcastillo@allenmatkins.com

2. **SERVED BY U.S. MAIL OR OVERNIGHT MAIL and EMAIL (indicate method for each person or entity served):** On April 5, 2016, I served the

1 following person(s) and/or entity(ies) in this case by placing a true and correct
2 copy thereof in a sealed envelope(s) addressed as indicated below. I am readily
3 familiar with this firm's practice of collection and processing correspondence
4 for mailing. Under that practice it is deposited with the U.S. postal service on
5 that same day in the ordinary course of business. I am aware that on motion
6 for party served, service is presumed invalid if postal cancellation date or
7 postage meter date is more than 1 (one) day after date of deposit for mailing in
8 affidavit.

9 Eric Dean
10 Straggas Dean LLP
11 8911 Research Drive
12 Irvine, CA 92618

**Via Overnight Mail and
Email:
eric.dean@straggasdean.com**

13 I declare that I am employed in the office of a member of the Bar of this Court
14 at whose direction the service was made. I declare under penalty of perjury under the
15 laws of the United States of America that the foregoing is true and correct. Executed
16 on **April 5, 2016** at Los Angeles, California.

17 *s/ Martha Díaz*
18 _____
19 Martha Diaz
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