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12 **UNITED STATES DISTRICT COURT**
 13 **CENTRAL DISTRICT OF CALIFORNIA**

14 SECURITIES AND EXCHANGE
 15 COMMISSION,
 16 Plaintiff,

16 vs.

17 ROBERT YANG,
 18 CLAUDIA KANO,
 19 SUNCOR FONTANA, LLC,
 20 SUNCOR HESPERIA, LLC, AND
 21 SUNCOR CARE LYNWOOD, LLC
 22 Defendants,

22 AND

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

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

**PLAINTIFF SEC'S OPPOSITION
 TO CELTIC BANK'S MOTION
 FOR LEAVE TO INTERVENE**

Date: June 6, 2016

Time: 1:30 p.m.

Courtroom: 6

Judge: Hon. Stephen V. Wilson

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TABLE OF AUTHORITIES

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3 Section 21(g) of the Securities Exchange Act of 1934,

4 15 U.S.C. § 78u(d)(g) 1, 3, 4, 9, 10

5 *Central Bank of Denver, N.A. v. First Interstate Bank*

6 *of Denver, N.A.*, 511 U.S. 164 (1994) 7

7 *CFTC v. Heritage Capital Advisory Services, Ltd.*,

8 736 F. 2d 384 (7th Cir. 1984). 9

9 *Citizens for Balanced Use v. Mont. Wilderness Ass’n*,

10 647 F.3d 893 (9th Cir. 2011) 5

11 *Curry v. Regents of the Univ.*, 167 F.3d 420 (8th Cir.1999) 7

12 *Jenkins by Jenkins v. State of Missouri*, 78 F.3d 1270 (8th Cir. 1996) 8

13 *Medical Liability Mutual Ins. Co. v. Alan Curtis LLC*,

14 485 F.3d 1006 (8th Cir. 2007). 7

15 *Parklane Hosiery Co., Inc. v. Shore*, 439 U.S. 322 (1979) 4

16 *SEC v. ABS Manager, LLC*, 2013 U.S. Dist. LEXIS 98822

17 (S.D. Cal. Jul. 15, 2013) 4

18 *SEC v. Behrens*, 2009 U.S. Dist. LEXIS 78178, 2009 WL

19 2868221 (D. Neb. Sept. 1, 2009) 9

20 *SEC v. Byers*, 2009 WL 212780 (S.D. N.Y. Jan. 30, 2009) 5

21 *SEC v. Callahan*, 2 F. Supp. 3d 427 (E.D. N.Y. 2014) 5

22 *SEC v. Egan*, 821 F. Supp. 1274 (N.D. Ill. 1993) 3, 14

23 *SEC v. Falor*, 270 F.R.D. 372 (N.D. Ill. 2010) 5

24 *SEC v. Homa*, 2000 U.S. Dist. LEXIS 14582,

25 2000 WL 1468726 (N.D. Ill. Sept. 29, 2000) 3, 4

26 *SEC v. Homa*, 2001 U.S. App. LEXIS 19127,

27 2001 WL 939080 (7th Cir. Aug. 17, 2001) 5

28 *SEC v. Lincoln Thrift Association*, 577 F.2d 600 (9th Cir. 1978) 6

1 *SEC v. Navin*, 166 F.R. D. 435 (9th Cir.1995)5
2 *SEC v. Prudential Securities Inc.*, 171 F.R.D. 1 (D.D.C. 1997)4
3 *SEC v. Qualified Pensions*, 1998 U.S. Dist. LEXIS 942,
4 1998 WL 29496 (D.D.C. Jan. 16, 1998).4
5 *SEC v. Stanford International Bank, Ltd.*,
6 2011 WL 2447717 (5th Cir. June 20, 2011)5
7 *SEC v. Wencke*, 783 F.2d 829 (9th Cir. 1986)5, 6
8 *Standard Heating & Air Conditioning Co. v.*
9 *City of Minneapolis*, 137 F.3d 567 (8th Cir.1998).7
10 *Touche Ross & Co. v. Redington*, 442 U.S. 560 (1979)7
11 *U.S. v. Metropolitan St. Louis Sewer Dist.*, 569 F. 3d 829 (8th Cir. 2008) 8
12 *Spangler v. Pasadena City Bd. of Educ.*, 552 F.2d 1326 (9th Cir. 1977)10

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1 The Securities and Exchange Commission (“SEC” or “Commission”) opposes
2 the motion of Celtic Bank Corporation (“Celtic Bank”) to intervene [Dkt No. 58].
3 The SEC filed its lawsuit seeking equitable relief to halt an ongoing, securities fraud
4 and recover investors’ funds that the Defendants obtained through false and
5 misleading statements made in connection with the offer and sale of securities. Celtic
6 Bank, the holder of some of the investors’ funds, seeks to intervene as a party, to
7 participate in discovery, to challenge whether investors were defrauded, and to have
8 the Court issue a declaratory judgment that it has a perfected security interest in the
9 funds that would preclude the SEC’s recovery of the investors’ stolen funds from
10 Celtic Bank. For the reasons discussed below, Celtic Bank’s motion should be
11 denied.

12 Celtic Bank’s motion should be denied under Section 21(g) of the Securities
13 Exchange Act of 1934 (“Exchange Act”), 15 U.S.C. § 78u(d)(g), which prohibits
14 joining civil claims with an SEC action for equitable relief. Furthermore, the request
15 for intervention as a matter of right under Fed. R. Civ. Proc. 24(a) should be denied,
16 because Celtic Bank fails to make an adequate showing that its interests will be
17 impaired by the current action, its interests are not adequately protected, and its claim
18 of a security interest in the certificates of deposit cannot be resolved through the
19 Receiver’s claims process that will be conducted at the conclusion of the case. For
20 these and other reasons, Celtic Bank’s motion for permissive intervention under Rule
21 24(b) is also inappropriate. The SEC joins in the opposition filed by the Receiver
22 [Dkt No. 62]. Celtic Bank’s motion to intervene should be denied.

23 I. BACKGROUND

24 On November 19, 2015, the SEC filed this injunctive action alleging that
25 Defendants Robert Yang, Claudia Kano, Suncor Fontana, LLC (“Fontana”), Suncor
26 Hesperia, LLC and Suncor Care Lynwood, LLC made material misrepresentations
27 and engaged in a fraudulent scheme in connection with selling securities to Chinese
28 investors who were seeking to obtain United States visas through the EB-5

1 immigration program. Complaint ¶¶ 1-10 [Dkt No. 1]. Defendants' fraudulent
2 conduct violated the antifraud provisions of the federal securities laws. *Id.* ¶ 9.

3 Among other things, the SEC alleged that the Defendants made material
4 misstatements and omissions in the Fontana offering memorandum about the use of
5 investors' funds, falsely representing that funds raised from investors will be "used
6 solely for operating capital for the Company." *Id.* ¶ 34. However, contrary to their
7 agreement with investors to use investors' funds *solely* for the operating capital for
8 Fontana (a sub-acute care facility under construction but which was not yet in the
9 operation), Defendants transferred \$1,000,000 of investors' funds to a Certificate of
10 Deposit Account No. xxxx0821 opened by Celtic Bank on December 5, 2012.¹
11 Hughes Declaration at ¶ 3-7. The Defendants obtained these funds from investors
12 through false and misleading statements in the Fontana private placement
13 memorandum, and then fraudulently conveyed the funds to Celtic Bank to be held in
14 a certificate of deposit in the name of Relief Defendants HealthPro Capital Partners,
15 LLC ("HealthPro") and Suncor Care, Inc. ("Suncor Care").²

16
17 ¹ Celtic Bank holds two certificates of deposit each valued at \$1,000,000 plus accrued
18 interest. The first Certificate of Deposit for Account No. xxxx2962 was opened on
19 February 17, 2012. The second Certificate of Deposit for Account No. xxxx0821 was
20 opened on December 5, 2012 with the transfer of Chinese investors' funds that the
21 Defendants obtained through the fraudulent transactions that are the subject of the
22 SEC's complaint. *See* Exhibit 2.

23 ² Celtic Bank misstates in its motion that the deposit of funds into the second
24 certificate of deposit were made pursuant to an agreement entered on June 9, 2014.
25 *See* Motion at p. 5 [Dkt No. 58]. In fact, Celtic Bank's own certification to the
26 Receiver states that this Certificate of Deposit was opened 12-5-2012, nearly eighteen
27 months earlier. Exh. 2 [Celtic-E-8595]. In addition, Celtic Bank knew the funds
28 were coming from accounts outside of the country that were subject to review by the

1 The Court entered a temporary restraining order and asset freeze on November
2 27, 2015, and preliminary injunction on December 11, 2015, in which the Court took
3 exclusive jurisdiction and “possession of the assets, of whatever kind and wherever
4 situated, of the Suncor Receivership Entities” and appointed Stephen J. Donell as the
5 Receiver to marshal the assets. [Dkt No. 14 and 18.] After Celtic Bank refused to
6 surrender possession of the Certificates of Deposit, the Receiver filed a motion for an
7 order to show cause why the bank should not be held in civil contempt. [Dkt No. 48]
8 In response, Celtic Bank filed its motion to intervene. [Dkt No. 58] The parties have
9 already engaged in substantial discovery and trial is set for August 30, 2016.

10 II. SECTION 21(g) OF THE EXCHANGE ACT BARS CELTIC BANK FROM
11 SEEKING TO INTERVENE IN THE SEC’S ENFORCEMENT ACTION

12 Celtic Bank’s motion to intervene is barred under Section 21(g) of the
13 Exchange Act. The statute provides:

14 Notwithstanding the provisions of section 1407(a) of Title 28, or *any other*
15 *provision of law*, no action for equitable relief instituted by the Commission
16 pursuant to the securities laws shall be consolidated or coordinated with other
17 actions not brought by the Commission, even though such other actions may
18 involve common questions of fact, unless such consolidation is consented to by
19 the Commission.

20 15 U.S.C. § 78u(g) (emphasis added). Courts have interpreted Section 21(g) to
21 extend beyond consolidation and coordination, barring intervention into actions
22 initiated by the SEC. *SEC v. Egan*, 821 F. Supp. 1274, 1275 (N.D. Ill. 1993); *SEC v.*
23 *Homa*, 2000 U.S. Dist. LEXIS 14582, 2000 WL 1468726, at *2 (N.D. Ill. Sept. 29,

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25
26 Department of Homeland Security. Exh. 3. Moreover, Celtic Bank does not attach to
27 its proposed complaint-in-intervention any Assignment of Deposit Account for the
28 second certificate of deposit, only the first.

2000); see also *SEC v. Qualified Pensions*, 1998 U.S. Dist. LEXIS 942, 1998 WL 29496, at *3 (D.D.C. Jan. 16, 1998). These courts support a broad interpretation of Section 21(g), citing a Supreme Court decision in stating, “the respondent probably could not have joined in the injunctive action brought by the SEC even had he so desired” and citing Section 21(g). *Egan*, 821 F. Supp. at 1275; *Homa*, 2000 U.S. Dist. LEXIS 14582, 2000 WL 1468726, at *2; *Qualified Pensions*, 1998 U.S. Dist. LEXIS 942, 1998 WL 29496, at *3 (citing *Parklane Hosiery Co., Inc. v. Shore*, 439 U.S. 322, 332, 99 S. Ct. 645, 58 L. Ed. 2d 552, (1979)). See also *SEC v. Prudential Securities Inc.*, 171 F.R.D. 1, 3 (D.D.C. 1997), *aff’d* 136 F.3d 153 (D.C. Cir. 1998) (“It is undisputed that section 21(g) bars the ‘consolidation and coordination’ of an enforcement action brought by the SEC with a private action.” (Internal citation omitted)). But see *SEC v. ABS Manager, LLC*, 2013 U.S. Dist. LEXIS 98822 (S.D. Cal. Jul. 15, 2013) (discussing case law and stating Ninth Circuit has not ruled on whether Section 21(g) precludes intervention and denying intervention under Fed. R. Civ. P. Rule 24(a) and Rule 24(b)).

Celtic Bank does not address whether Section 21(g) prohibits its intervention. However, its intervention in this injunctive action brought by the SEC to halt securities fraud is prohibited, and will hinder the SEC’s ability to protect investors particularly where the bank proposes to argue that no fraud occurred. Motion at 4. The issue of whether Celtic Bank’s interest in these funds somehow trumps the interest of the investors from whom funds were fraudulently obtained can be adequately addressed in either the contempt hearing set for June 6, 2016, or in the claims process that will occur after liability is determined in this case. Celtic Bank’s intervention in this SEC injunctive action is barred by Section 21(g) of the Exchange Act.

III. CELTIC BANK DOES NOT HAVE A RIGHT TO INTERVENE

Celtic Bank has failed to establish its right to intervene under Fed. R. Civ. P. 24(a). An applicant seeking to intervene must demonstrate that four requirements are

1 met: “(1) the intervention application is timely; (2) the applicant has a significant
2 protectable interest relating to the property or transaction that is the subject of the
3 action; (3) the disposition of the action may, as a practical matter, impair or impede
4 the applicant’s ability to protect its interest; and (4) the existing parties may not
5 adequately represent the applicant’s interest.” *Citizens for Balanced Use v. Mont.
6 Wilderness Ass’n*, 647 F.3d 893, 897 (9th Cir. 2011) (citation omitted). The applicant
7 seeking to intervene has the burden to show that these four elements are met. *Id.* As
8 discussed below, Celtic Bank has failed to meet this burden.

9 A. Celtic Bank’s Motion Is Not Timely, It Is Premature.

10 Celtic Bank’s motion to intervene is not timely. It is premature for Celtic Bank
11 to intervene in the SEC’s injunctive enforcement action before entry of judgment,
12 rather than in a post-judgment proceeding that will address claims by creditors and
13 investors. *See e.g. SEC v. Navin*, 166 F.R. D. 435, 439 (9th Cir.1995) (intervention
14 granted after entry of judgment for SEC, but before receiver liquidated assets); *SEC
15 v. Wencke*, 783 F.2d 829, 834 (9th Cir. 1986) (addressing intervention in post-
16 judgment action to determine disgorgement of stock held by third parties), *cert.
17 denied*, 479 U.S. 818 (1986).

18 Motions by creditors of defendants to intervene in Commission cases are
19 routinely denied. *See, e.g., SEC v. Stanford International Bank, Ltd.*, 2011 WL
20 2447717 (5th Cir. June 20, 2011) (creditor did not have an interest in the subject of
21 the action); *SEC v. Homa*, 2001 WL 939080, 2001 U.S. App. LEXIS 19127 (7th Cir.
22 Aug. 17, 2001) (creditor adequately protected by claims procedures that would be,
23 but were not yet, established); *SEC v. Callahan*, 2 F. Supp. 3d 427, 438 (E.D. N.Y.
24 2014) (creditor’s issue is wholly separate from the subject of the Commission’s
25 securities fraud action); *SEC v. Falor*, 270 F.R.D. 372 (N.D. Ill. 2010) (same); *SEC v.
26 Byers*, 2009 WL 212780 (S.D. N.Y. Jan. 30, 2009) (proposed intervenors adequately
27 represented by Receiver – “[t]he position of the proposed intervenors is not different
28 from that of the other creditors and victims in this case . . . as a practical matter it

1 does not make sense to allow individual victims and creditors to intervene as
2 parties.). The instant motion should likewise be denied.

3 Celtic Bank's reliance on *SEC v. Wencke*, 783 F.2d 829, is misplaced because
4 the creditor was allowed to intervene after judgment was entered in the SEC's case in
5 chief. In that case, the receiver filed post-judgment pleadings to recover
6 disgorgement from individuals and entities who were not parties to the lawsuit. The
7 magistrate conducted an evidentiary hearing on the disgorgement application at
8 which counsel for DeLusignan entered a special appearance but did not present
9 evidence or question witnesses. After the hearing, the magistrate recommended
10 disgorgement of the assets of Ramapo, a company in which DeLusignan held an
11 interest, and the district court adopted the magistrate's recommendation. DeLusignan
12 then appealed from the order. The Ninth Circuit stated, "We have specifically
13 authorized nonparty creditors to appeal a district court's *post judgment* order
14 regarding an SEC-initiated receivership, where . . . they did not formally seek to
15 intervene in the trial court, but nevertheless participated in the district court's
16 proceedings and had a 'a legitimate interest' in the outcome of the appeal. *SEC v.*
17 *Lincoln Thrift Association*, 577 F.2d 600, 602-03 (9th Cir. 1978)." *Wencke*, 783 F.2d
18 at 834 (emphasis added). The Ninth Circuit found DeLusignan had standing to
19 appeal, because he could have intervened in the post-judgment hearing.

20 The decision in *Wencke* does not support Celtic Bank's request to intervene in
21 the SEC's case before judgment is entered. Such interference by a creditor in an
22 enforcement action is premature and will harm the mission of the SEC to protect
23 investors by stopping securities fraud. Celtic Bank's interests are adequately
24 protected by turning over possession of the two Certificates of Deposit to the Court
25 and its agent, the Receiver, to hold until the liability stage of the case is resolved. Its
26 claim that it holds a perfected security interest in funds the Defendants obtained
27 through fraud upon investors can be adequately addressed in a post judgment claims
28 process that will be conducted by the Receiver after a determination of liability.

1 B. Celtic Bank Does Not Have An Interest In the Subject Matter of the
2 Primary Case.

3 This case is an enforcement action brought by the United States Securities and
4 Exchange Commission for violations of the federal securities statutes. *See* Complaint
5 [Docket No. 1] at ¶¶ 1-10; 62 – 82. The transactions which are the subject of this
6 action are the offers and sales of securities by the defendants that the SEC has alleged
7 are fraudulent. *See* Complaint at ¶¶ 1 – 10.

8 An interest in the subject of an action is cognizable under Rule 24(a)(2) only
9 where it is “direct, substantial, and legally protectable.” *Medical Liability Mutual*
10 *Ins. Co. v. Alan Curtis LLC*, 485 F.3d 1006, 1009 (8th Cir. 2007). An economic
11 interest in the outcome of the litigation is not itself sufficient to warrant mandatory
12 intervention. *Curry v. Regents of the Univ.*, 167 F.3d 420, 422-23 (8th Cir.1999). An
13 interest that is “contingent upon the occurrence of a sequence of events before it
14 becomes colorable” is also not sufficient to satisfy Rule 24(a)(2). *Standard Heating*
15 *& Air Conditioning Co. v. City of Minneapolis*, 137 F.3d 567, 571 (8th Cir.1998). As
16 a result, a potential creditor’s interest in ensuring that a defendant has sufficient
17 resources to satisfy any judgment he might obtain against them is too remote and
18 indirect to qualify as a cognizable interest under Rule 24(a)(2). *Medical Liability*
19 *Mutual Ins. Co.*, 485 F.3d at 1009.

20 Celtic Bank has not identified any direct interest it has in the Commission’s
21 enforcement action.³ As a result, it has have failed to demonstrate a right to intervene
22

23 ³ There is no private right of action for the Commission’s First Claim (violations of
24 Section 17(a) of the Securities Act of 1933 (“Securities Act”); Fourth Claim (aiding
25 and abetting violations of Section 10(b) of the Exchange Act; or Fifth Claim (aiding
26 and abetting violations of Section 17(a) of the Securities Act), *see Touche Ross & Co.*
27 *v. Redington*, 442 U.S. 560, 576 (1979) (no private right of action for claims under
28 Section 17(a) of the Securities Act); *Central Bank of Denver, N.A. v. First Interstate*
Bank of Denver, N.A., 511 U.S. 164 (1994) (no private right of action for aiding and
abetting). Nor is there a private right of action for the injunctive and civil penalty

1 in it. *See U.S. v. Metropolitan St. Louis Sewer Dist.*, 569 F. 3d 829, 840 (8th Cir.
2 2008) (Movant claimed no direct interest in whether the defendant was found to have
3 violated the Clean Water Act; movant’s “interest is limited to how this action's
4 financial consequences might eventually affect its members' own pocketbooks. Such
5 an interest is too tangential to the core issues of this enforcement case to establish a
6 right to intervene.”). Because Celtic Bank cannot demonstrate an interest in the
7 subject matter of this enforcement action, its motion to intervene should be denied.

8 C. Celtic Bank Has Not Demonstrated That Its Claims Will Be Impaired.

9 At its core, Celtic Banks’s claim is that it is a potential judgment creditor of the
10 relief defendants in this action. To the extent the bank’s claim is ever reduced to
11 judgment, its interest is not impaired by a denial of intervention in this enforcement
12 action.

13 The Receiver has been appointed to take control of the assets of the relief
14 defendants, including the certificates of deposit purportedly securing Celtic Bank’s
15 loans. There is no reason to believe that the Receiver will not consider any concerns
16 expressed by Celtic Bank, or that it cannot seek leave to address the Court on any
17 matter pertaining to the Receivership without intervening in the SEC’s enforcement
18 action, in which it has no cognizable interest. As a result, because there are other,
19 less burdensome, avenues by which the movant can protect any interest it claims,
20 intervention should be denied. *See Jenkins by Jenkins v. State of Missouri*, 78 F.3d
21 1270, 1273-1275 (8th Cir. 1996) (No intervention of right where “intervenors
22 [would] not be impaired or impeded in their ability to protect their interests” “because
23 there were sufficient avenues open for the group to protect its interests without
24 intervention.”).

25
26 remedies sought by the Commission. *See* Section 21(d) of the Exchange Act [15
27 U.S.C. § 78u(d)]. Because it lacks the right to seek the relief sought by the
28 Commission and bring the claims brought by the Commission, Celtic Bank has no
cognizable interest in the subject matter of this proceeding.

1 D. Movant’s Claim Is Adequately Protected By The Receiver.

2 It seems likely that at some point in time it will be necessary for the Receiver,
3 supervised by the Court, to establish a claims procedure. That claims procedure,
4 subject to the review of this Court, will adequately protect any claims that movant
5 may have against a defendant in this action. *See SEC v. Behrens*, 2009 U.S. Dist.
6 LEXIS 78178, 2009 WL 2868221 (D. Neb. Sept. 1, 2009) (Receiver’s claim
7 procedure sufficient to protect interest in receivership estate); *CFTC v. Heritage*
8 *Capital Advisory Services, Ltd.*, 736 F. 2d 384, 386 (7th Cir. 1984).

9 Celtic Bank holds two certificates of deposit, each consisting of an initial
10 deposit of \$1,000,000 plus accrued interest, in the names of relief defendants
11 HealthPro and Suncor. Celtic Bank asserts that it has a perfected priority security
12 interest to this cash collateral and its interest will be impaired if it is not allowed to
13 intervene and move its claims ahead of all others. However, this position fails to
14 consider the Court’s preliminary injunction order appointing the Receiver and
15 directing him to take possession of the assets of the Defendants and Relief
16 Defendants wherever located. This order preserves the status quo until liability can
17 be determined on the SEC’s securities fraud claims against the Defendants and claims
18 of unjust enrichment against the Relief Defendants who received investors’ funds
19 from the Defendants without any consideration.

20 IV. **CELTIC BANK CLAIM FOR PERMISSIVE INTERVENTION**
21 **SHOULD BE DENIED.**

22 Rule 24(b) on permissive intervention provides that “the court may permit
23 anyone to intervene who . . . has a claim or defense that shares with the main action a
24 common question of law or fact.” Fed. R. Civ. P. 24(b)(1)(B). As stated above,
25 Celtic Bank does not assert a common claim that the defendants engaged in securities
26 fraud in violation of the federal securities laws. Rather it seeks declaratory relief that
27 it “has a perfected security interest in the Cash Collateral.” See Proposed Complaint-
28 in-Intervention [Dkt No. 58-1]. Celtic Bank is barred by Section 21(g) of the

1 Exchange Act from consolidating its claim for declaratory relief with the SEC's
2 injunctive enforcement action.

3 In addition, the court must consider “whether intervention will unduly delay or
4 prejudice the adjudication of the original parties’ rights.” Fed. R. Civ. P. 24(b)(3).
5 Celtic Bank, who is a potential creditor of the relief defendants, seeks to engage in
6 discovery and the trial in the case in chief to disprove that the defendants engaged in
7 securities fraud so that it can assert a claim to the investors’ funds that it holds in the
8 defendants’ name. In determining whether to exercise its discretion, a court may
9 consider, among other things, whether the proposed intervenor's interests are
10 adequately represented by other parties, whether intervention will prolong or unduly
11 delay litigation, and whether intervenor will significantly contribute to full
12 development of the underlying factual issues. *Spangler v. Pasadena City Bd. of*
13 *Educ.*, 552 F.2d 1326, 1329 (9th Cir. 1977).

14 Celtic Bank’s interests are adequately represented by the defendants who assert
15 that they did not engage in securities fraud, and also by the Receiver who is interested
16 in marshalling and preserving all of the defendants’ assets for investors and creditors
17 until resolution of the liability portion of the case and administration of a claims
18 process. Celtic Bank’s participation at the litigation stage will unduly delay and
19 prolong the litigation, and potentially harm the SEC’s enforcement action. Celtic
20 Bank has not met its burden of demonstrating that permissive intervention is allowed
21 under Section 21(g) of the Exchange Act nor under Fed. R. Civ. P. 24(b). Its request
22 should be denied.

23 V. CONCLUSION

24 Celtic Bank’s motion to intervene is barred by Section 21(g) of the Exchange
25 Act. In addition, Celtic Bank, who is a potential creditor of the relief defendants,
26 does not have an interest in the subject matter of this action – the enforcement of the
27 federal securities laws by the Securities and Exchange Commission – and has not
28 identified any question of law or fact or any claim which it would have in common

1 with such an action. It would be burdensome and unproductive for the SEC to have
2 to consult creditors concerning motions to be filed, discovery to be scheduled, and the
3 other matters necessary for it to litigate this enforcement action. To the extent Celtic
4 Bank's interest is in participating in the Receivership Estate, rather than the SEC's
5 enforcement action, allowing intervention in the Commission's case at this stage is
6 unnecessary, because as interested parties they already have that right to participate in
7 the claims process. In addition, to the extent Celtic Bank is interested in participating
8 in the Receivership Estate, rather than the SEC's enforcement action, allowing
9 intervention in the SEC's enforcement action does not serve that interest.

10 Celtic Bank's motion to intervene in the Commission's enforcement action
11 should be denied.

12
13 Dated: May 16, 2016

Respectfully submitted,

14
15 /s/ Leslie J. Hughes

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20 *Attorneys for Plaintiff*

21 *Securities and Exchange Commission*

PROOF OF SERVICE

I am over the age of 18 years and not a party to this action. My business address is:

U.S. SECURITIES AND EXCHANGE COMMISSION
1961 Stout Street, Suite 1700, Denver, Colorado 80294-1961
Telephone No. (303) 844-1000; Facsimile No. (303) 297-3529

On May 16, 2016, I caused to be served the document entitled **PLAINTIFF SEC'S OPPOSITION TO CELTIC BANK'S MOTION FOR LEAVE TO INTERVENE** on all the parties to this action addressed as stated on the attached service list:

OFFICE MAIL: By placing in sealed envelope(s), which I placed for collection and mailing today following ordinary business practices. I am readily familiar with this agency's practice for collection and processing of correspondence for mailing; such correspondence would be deposited with the U.S. Postal Service on the same day in the ordinary course of business.

PERSONAL DEPOSIT IN MAIL: By placing in sealed envelope(s), which I personally deposited with the U.S. Postal Service. Each such envelope was deposited with the U.S. Postal Service at Los Angeles, California, with first class postage thereon fully prepaid.

EXPRESS U.S. MAIL: Each such envelope was deposited in a facility regularly maintained at the U.S. Postal Service for receipt of Express Mail at Los Angeles, California, with Express Mail postage paid.

HAND DELIVERY: I caused to be hand delivered each such envelope to the office of the addressee as stated on the attached service list.

UNITED PARCEL SERVICE: By placing in sealed envelope(s) designated by United Parcel Service ("UPS") with delivery fees paid or provided for, which I deposited in a facility regularly maintained by UPS or delivered to a UPS courier, at Los Angeles, California.

ELECTRONIC MAIL: By transmitting the document by electronic mail to the electronic mail address as stated on the attached service list.

E-FILING: By causing the document to be electronically filed via the Court's CM/ECF system, which effects electronic service on counsel who are registered with the CM/ECF system.

FAX: By transmitting the document by facsimile transmission. The transmission was reported as complete and without error.

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

Date: May 16, 2016

/s/ Leslie J. Hughes
Leslie J. Hughes

DECLARATION OF MICHAEL CATES

I, Michael Cates, declare:

1. I am a licensed attorney employed by the U.S. Securities and Exchange Commission (“SEC”) in the Division of Enforcement. I was assigned to investigate Suncor Hesperia, LLC (D-3507). I observed the matters set forth in this declaration during the course of my duties investigating this matter and have personal knowledge of the facts contained in this declaration
2. Exhibit 4 [Dkt No. 5-4] is a true and correct copy of the Fontana Private Offering Memorandum (PPM) dated September 15, 2012, Operating Agreement signed by Defendants Claudia Kano and Dr. Robert Yang, and Subscription Agreement signed by Claudia Kano, which were given to investors. The last sentence of the PPM in the first paragraph on page one [SEC-USCPIS-P-0006153] states, “The use of these funds will be [] used solely for operating capital for the Company.” The Subscription agreement at page one [SEC-USCPIS-P-0006218] in Section 3 states, “The Company is limited to only investing in the Suncor Care Fontana Sub-Acute Care Facility (‘Project’).”
3. Exhibit 22 [Dkt No. 5-22] is a true and correct copy of the Receipts and Disbursements Listing for the Suncor Fontana LLC escrow account prepared by Orange Community Escrow Inc. and shows the account received Chinese investors’ funds and then disbursed them to the Suncor Fontana account at Citizens Business Bank. This exhibit records the receipts from nine Chinese investors of \$4,501,155 between November 13, and December 7, 2012.
4. The Receipts and Disbursements Listing records Orange Community Escrow Inc.’s three disbursements to Suncor Fontana’s bank account with Citizens Business Bank of the following amounts:
 - 12/5/12 \$1,500,000.00
 - 12/14/12 \$1,000,000.00

- 12/31/12 \$2,001,155.00
Total \$4,501,155.00

See Exhibit 22.

5. Exhibit 1 is a true and correct copy of Suncor Fontana's bank statement for its account with Citizens Business Bank for the period ending December 31, 2012. The bank statement shows that the account held an opening balance on November 30, 2012 of \$20,695.26. Suncor Fontana LLC received three deposits during December 2012, each from Orange Community Escrow Inc.:
 - 12/5/12 \$1,500,000.00
 - 12/14/12 \$1,000,000.00
 - 12/31/12 \$2,001,155.00
6. The December 2012 bank statement, Exhibit 1, also shows that on December 5, 2012, Suncor Fontana sent a wire transfer of \$1,000,000.00 to Celtic Bank from its Citizens Business Bank account.
7. Exhibit 2 is a Certified Statement of Celtic Bank provided to the Receiver on December 14, 2015. In the Certified Statement, Celtic Bank represented that it opened Certificate of Deposit #xxxx0821 on December 5, 2012, which now holds \$1,020,933.34.
8. Exhibit 3 is a true and correct copy of emails produced to the SEC by Celtic Bank. The first email string dated December 5, 2012 between Celtic Bank employees, Christy Lester and Sarah Rubalcava, discusses Celtic Bank's receipt of \$1,000,000 as a wire from Suncor Fontana on December 5, 2012 [SEC-Celtic-E-0003123-3126]. The second email string is dated December 5, 2012 and September 18, 2012, between Celtic Bank employees, Michael Belnap and Christy Lester [SEC-Celtic-E-0008267-8272]; and defendant Claudia Kano. In this email string Mr. Belnap and Ms. Lester discuss that Ms. Kano is transferring \$1,000,000 (\$1MM) from overseas, which must be cleared through the

Department of Homeland Security (DHS) before it can be wired to Celtic Bank.

I declare under penalty of perjury that the foregoing statements are true.

/s/ Michael Cates

Michael Cates

Exhibit 1

CITIZENS BUSINESS BANK
 PO BOX 3938
 ONTARIO, CA 91761

ACCOUNT:
 DOCUMENTS:

2709
 10

PAGE: 1
 12/31/2012

TELEPHONE:888-222-5432

*****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 [REDACTED] 2709
 =====

		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 -----

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

----- 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 ██████████ 2709

----- 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 2

Leslie K. Rinaldi (UT #11940)
268 S. State Street
Suite 300
Salt Lake City, Utah 84111
Tel: (801) 363-6500
lrinaldi@celticbank.com

General Counsel - Celtic Bank Corporation

UNITED STATES DISTRICT COURT CENTRAL DISTRICT OF CALIFORNIA EASTERN DIVISION	
SECURITIES AND EXCHANGE COMMISSION, Plaintiff, vs. ROBERT YANG, CLAUDIA KANO, SUNCOR FONTANA, LLC, SUNCOR HESPERIA, LLC, AND SUNCOR CARE LYNWOOD, LLC Defendants, AND YANROB'S MEDICAL, INC., HEALTHPRO CAPITAL PARTNERS, LLC, SUNCOR CARE, INC. Relief Defendants.	Case No. 5:15-cv-02387-SVW (KKx) CERTIFIED STATEMENT OF CELTIC BANK

Pursuant to the Preliminary Injunction, Order Appointing Receiver, Freezing Assets, and

Providing Other Ancillary Relief (the "Order"), entered by this court on December 11, 2015 (*Doc No. 18*), Celtic Bank Corporation ("Celtic Bank") has been ordered to file a certified statement setting forth for each account held by Celtic Bank the balance held in that account or a description of the assets held in any account as of the close of business on the day Celtic Bank received notice of that Order.

Celtic Bank received notice of the Order on Friday, December 11, 2015. As of that date it held the following accounts and assets of Defendants:

Loan # [REDACTED]9992
Current Principal Balance: \$2,374,598.66
Accrued Interest: \$2,732.42
Amount Available: \$0.00

Loan # [REDACTED]0079
Current Principal Balance: \$485,593.54
Accrued Interest: \$3,064.53
Amount Available: \$1,980,660.12

Deposit Account # [REDACTED]2962
Current Balance: \$1,013,964.32
Open date: 02-17-2012

Deposit Account # [REDACTED]0821
Current Balance: \$1,020,933.34
Open date: 12-05-2012

I certify under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on December 14, 2015.

Leslie Rinaldi

Leslie K. Rinaldi
General Counsel - Celtic Bank Corporation

Exhibit 3

To: Christy Lester[CLester@celticbank.com]; Lana Waldron[LWaldron@celticbank.com]; Steve Howell[showell@celticbank.com]; Michael Belnap[MBelnap@celticbank.com]
From: Sarah Rubalcava
Sent: Wed 12/5/2012 6:35:07 PM
Importance: Normal
Subject: RE: Wire Receipt

There are currently now two deposit accounts for SunCor:

██████2962 – 1,002,606.07 (this account is a CD and the funds are currently on hold)

██████0824 – 1,000,000.00 (this is the new account I just opened and the funds are available for disbursements)

Please let me know if you have any questions.

Thanks,
Sarah

From: Christy Lester
Sent: Wednesday, December 05, 2012 4:16 PM
To: Sarah Rubalcava; Lana Waldron; Steve Howell; Michael Belnap
Subject: Re: Wire Receipt

Thanks Sara, when did this come in? Today?

Thanks!

Christy J. Lester

VP, SBA Business Development Officer



951-303-3330 Office

951-515-9212 Cell

951-303-3331 Fax

clester@celticbank.com

A National SBA PLP and USDA Lender

www.celticbank.com

From: Sarah Rubalcava <SRubalcava@celticbank.com>

Date: Wednesday, December 5, 2012 3:13 PM

To: Celtic Bank <clester@celticbank.com>, Lana Waldron <lwaldron@celticbank.com>, Steve Howell <showell@celticbank.com>, Michael Belnap <MBelnap@celticbank.com>

Subject: RE: Wire Receipt

Here are the details of the wire:

Wire Credit WireSvcRef# IMAD: 1205L1LFBUC00048912051644FT03 Ref: 20123400218300 BEF
NAME:BNF=[REDACTED]7294/,CELTIC BANK CORPORATION ORG=[REDACTED]2709,SUNCOR FONTANA,2619 S WATERMAN AVE
STE D,SAN BERNARDINO CA 92408 \$1,000,000.00

From: Christy Lester

Sent: Wednesday, December 05, 2012 4:06 PM

To: Lana Waldron; Steve Howell; Michael Belnap

Cc: Sarah Rubalcava

Subject: Re: Wire Receipt

Sara can you confirm that this wire came from National City Bank/Orange Community Escrow? Just

want to make sure this is our \$1 Million

Thanks!

Christy J. Lester

VP, SBA Business Development Officer



951-303-3330 Office

951-515-9212 Cell

951-303-3331 Fax

clester@celticbank.com

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From: Lana Waldron <lwaldron@celticbank.com>

Date: Wednesday, December 5, 2012 3:03 PM

To: Celtic Bank <clester@celticbank.com>

Subject: FW: Wire Receipt

From: Sarah Rubalcava
Sent: Wednesday, December 05, 2012 3:55 PM
To: Lana Waldron
Subject: RE: Wire Receipt

Hi Lana,

We did receive that wire.

From: Lana Waldron
Sent: Wednesday, December 05, 2012 11:28 AM
To: Sarah Rubalcava
Subject: Wire Receipt

Have we received a wire for \$1MM?

Lana Waldron



268 South State Street, Suite 300

Salt Lake City, UT 84111

801-320-6541 (Phone)

801-303-1941 (Fax)

To: Claudia Kano[claudiakano@aol.com]; dcarlone@dccinc.biz[dcarlone@dccinc.biz]; Michael Belnap[MBelnap@celticbank.com]; aykanlaw@yahoo.com[aykanlaw@yahoo.com]
Cc: Lana Waldron[LWaldron@celticbank.com]; Steve Howell[showell@celticbank.com]
From: Christy Lester
Sent: Wed 12/5/2012 4:32:30 PM
Importance: Normal
Subject: Re: Status of funds \$1,000,000

Claudia, the bank is requesting proof that the money is in the escrow, can you give me the escrow company contact so I can call and have them send me the escrow deposit information. Also, we need to know the timing of release, can you give me the contact information for the person at National City Bank that is working on getting the release?

I can't get the disbursement made until I have proof funds are here and timing of funds being wired. OR the wire is sent to Celtic.

Thanks!

Christy J. Lester

VP, SBA Business Development Officer



951-303-3330 Office

951-515-9212 Cell

951-303-3331 Fax

clester@celticbank.com

A National SBA PLP and USDA Lender

www.celticbank.com

From: Claudia Kano <claudiakano@aol.com>
Date: Wednesday, December 5, 2012 11:58 AM
To: Celtic Bank <clester@celticbank.com>, "dcarlone@dccinc.biz" <dcarlone@dccinc.biz>, Michael Belnap <MBelnap@celticbank.com>, Troy Aykan <aykanlaw@yahoo.com>
Cc: Lana Waldron <lwaldron@celticbank.com>, Steve Howell <showell@celticbank.com>
Subject: Re: Status of funds \$1,000,000

Ms. Lester,

Per our conversation this morning funds should be at Celtic's Account this week, I have requested wire confirmation forwarded to you directly.

Respectfully,

Claudia Kano (909) 319-5112 Direct

-----Original Message-----

From: Christy Lester <CLester@celticbank.com>
To: Dan Carlone <dcarlone@dccinc.biz>; Claudia Kano <claudiakano@aol.com>; Michael Belnap <MBelnap@celticbank.com>
Cc: Lana Waldron <LWaldron@celticbank.com>; Steve Howell <showell@celticbank.com>
Sent: Wed, Dec 5, 2012 11:50 am
Subject: Re: Status of funds \$1,000,000

Hi Steve and Michael

I just spoke to Claudia, she said she thought the wire was sent on Nov 30 from Orang Community Escrow/National City Bank. The money has been there waiting for clearance from Homeland Security. Claudia has a couple messages into escrow to find out what the status is, she is thinking that maybe the clearance has not come thru. But the funds are here and they are in the escrow account. She will call me back as soon as she gets a call back.

What would work for you for now to release the current draw request?

Thanks!

Christy J. Lester
VP, SBA Business Development Officer



951-303-3330 Office
951-515-9212 Cell
951-303-3331 Fax
clester@celticbank.com

A National SBA PLP and USDA Lender
www.celticbank.com

From: Dan Carlone <dcarlone@dccinc.biz>
Date: Wednesday, December 5, 2012 11:14 AM
To: Celtic Bank <clester@celticbank.com>, Claudia Kano <claudiakano@aol.com>, Michael Belnap <MBelnap@celticbank.com>, Troy Aykan <aykanlaw@yahoo.com>
Cc: Lana Waldron <lwaldron@celticbank.com>, Steve Howell <showell@celticbank.com>
Subject: RE: Status of funds \$1,000,000

I was told this morning that the funds have been wired. Regarding the draw that work has been done and we need to be paid. If not, we will pull off the job and will have no other option but to lien the project.

Dan.

From: Christy Lester [<mailto:CLester@celticbank.com>]
Sent: Wednesday, December 05, 2012 9:06 AM
To: Claudia Kano; Michael Belnap; aykanlaw@yahoo.com; Dan Carlone
Cc: Lana Waldron; Steve Howell
Subject: Re: Status of funds \$1,000,000
Importance: High

Claudia, as you know the bank was expecting the fund to be wired to us no later than Nov 30. As of today we have not received these funds and we have not heard from you

At this point, we are not releasing any funds draw requests until the funds are received by the bank. The bank feels that we have given you more than sufficient time to get the funds to us understanding the hurdles of getting the money thru Homeland Security.

Dan, feel free to call me to discuss, but at this point the funds need to be wired in to move forward on the draw.

Thanks!

Christy J. Lester
VP, SBA Business Development Officer

951-303-3330 Office
951-515-9212 Cell
951-303-3331 Fax
clester@celticbank.com

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www.celticbank.com

From: Claudia Kano <claudiakano@aol.com>
Date: Tuesday, September 18, 2012 11:26 AM
To: Celtic Bank <clester@celticbank.com>, Michael Belnap <MBelnap@celticbank.com>, Troy Aykan <aykanlaw@yahoo.com>, "dcarlone@dccinc.biz" <dcarlone@dccinc.biz>
Cc: Lana Waldron <lwaldron@celticbank.com>, Steve Howell <showell@celticbank.com>
Subject: Re: Status of funds NoZix

Ms. Lester,

I will do my best to satisfy your request.

Respectfully,

Claudia Kano

-----Original Message-----

From: Christy Lester <CLester@celticbank.com>
To: Claudia Kano <claudiakano@aol.com>; Michael Belnap <MBelnap@celticbank.com>; aykanlaw <aykanlaw@yahoo.com>; dcarlone <dcarlone@dccinc.biz>
Cc: Lana Waldron <LWaldron@celticbank.com>; Steve Howell <showell@celticbank.com>
Sent: Tue, Sep 18, 2012 12:23 pm
Subject: Re: Status of funds NoZix

Hi Claudia

Attached is our wire instructions, please reference the Loan Name: Suncor Inc

And please give us a heads up once the funds are cleared by DHS, hopefully prior to November 2012.

Thanks!

Christy J. Lester
VP, SBA Business Development Officer

951-303-3330 Office
951-515-9212 Cell
951-303-3331 Fax
clester@celticbank.com

A National SBA PLP and USDA Lender
www.celticbank.com

From: Claudia Kano <claudiakano@aol.com>
Date: Tuesday, September 18, 2012 11:59 AM
To: Celtic Bank <clester@celticbank.com>, Michael Belnap <MBelnap@celticbank.com>, Troy Aykan <aykanlaw@yahoo.com>, "dcarlone@dccinc.biz" <dcarlone@dccinc.biz>
Subject: Re: Status of funds

Ms. Lester,

Good morning, if is okay with you please provide me with Celtic's wiring instructions our goal is to have the funds wired directly to Celtic Bank no later than November 2012, per Attorney's instructions.

Respectfully,

Claudia Kano

-----Original Message-----

From: Christy Lester <CLester@celticbank.com>
To: Claudia Kano <claudiakano@aol.com>; Michael Belnap <MBelnap@celticbank.com>; aykanlaw <aykanlaw@yahoo.com>
Sent: Tue, Sep 18, 2012 11:46 am
Subject: Re: Status of funds

Thanks Claudia, do you have an estimated time of when DHS will clear the funds?

Thanks!

Christy J. Lester
VP, SBA Business Development Officer

951-303-3330 Office
951-515-9212 Cell
951-303-3331 Fax
clester@celticbank.com

A National SBA PLP and USDA Lender
www.celticbank.com

From: Claudia Kano <claudiakano@aol.com>
Date: Tuesday, September 18, 2012 11:45 AM
To: Michael Belnap <MBelnap@celticbank.com>, Troy Aykan <aykanlaw@yahoo.com>
Cc: Celtic Bank <clester@celticbank.com>
Subject: Re: Status of funds

Mr. Belnap,

Good morning, just waiting for funds clearance I will keep you posted.

Respectfully,

Claudia Kano

-----Original Message-----

From: Michael Belnap <MBelnap@celticbank.com>

To: claudiakano <claudiakano@aol.com>

Cc: Christy Lester <CLester@celticbank.com>

Sent: Tue, Sep 18, 2012 9:02 am

Subject: Status of funds

I am just checking to see if we are still on track to receive the 1MM from overseas. Do we have a date on the funds yet?

Michael Belnap
Construction Loan Specialist
Celtic Bank
268 South State Street , Suite 300
Salt Lake City, UT 84111
Ph: 801-320-6582
Fx: 801-303-1982
mbelnap@celticbank.com