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10 Attorneys for Plaintiff
Securities and Exchange Commission

11
12 **UNITED STATES DISTRICT COURT**
13 **CENTRAL DISTRICT OF CALIFORNIA**
14

15
16 SECURITIES AND EXCHANGE
COMMISSION,

17 Plaintiff,

18 vs.

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

24 AND

25 YANROB'S MEDICAL, INC.,
26 HEALTHPRO CAPITAL PARTNERS, LLC,
AND SUNCOR CARE, INC.
27 Relief Defendants.
28

Case No. 5:15-cv-02387-SVW-KK

**CONSENT OF RELIEF DEFENDANT
HEALTHPRO CAPITAL PARTNERS,
LLC**

1 **CONSENT OF RELIEF DEFENDANT HEALTHPRO CAPITAL PARTNERS,**
2 **LLC.**

3 1. Relief Defendant HealthPro Capital Partners, LLC ("Relief Defendant")
4 acknowledges having been served with the Amended Complaint in this action and
5 having entered a general appearance, and admits the Court's jurisdiction over Relief
6 Defendant and over the subject matter of this action.

7 2. Without admitting or denying the allegations of the Amended Complaint
8 (except as provided as to personal and subject matter jurisdiction, which Relief
9 Defendant admits), Relief Defendant hereby consents to the entry of the Judgment in
10 the form attached hereto (the "Judgment") and incorporated by reference herein,
11 which, among other things: Orders that the Relief Defendant shall pay disgorgement
12 of ill-gotten gains and prejudgment interest thereon; that the amount of the
13 disgorgement shall be determined by the Court upon motion of the Commission; and
14 that prejudgment interest shall be calculated from December 10, 2012, based on the
15 rate of interest used by the Internal Revenue Service for the underpayment of federal
16 income tax as set forth in 26 U.S.C. § 6621(a)(2). Relief Defendant further agrees
17 that in connection with the Commission's motion for disgorgement and/or civil
18 penalties, and at any hearing held on such a motion: (a) Relief Defendant will be
19 precluded from arguing that the Defendants did not violate the federal securities laws
20 as alleged in the Amended Complaint; (b) Relief Defendant may not challenge the
21 validity of this Consent or the Judgment; (c) solely for the purposes of such motion,
22 the allegations of the Amended Complaint shall be accepted as and deemed true by
23 the Court; and (d) the Court may determine the issues raised in the motion on the
24 basis of affidavits, declarations, excerpts of sworn deposition or investigative
25 testimony, and documentary evidence, without regard to the standards for summary
26 judgment contained in Rule 56(c) of the Federal Rules of Civil Procedure. In
27 connection with the Commission's motion for disgorgement and/or civil penalties,
28 the parties may take discovery, including discovery from appropriate non-parties.

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2 3. Relief Defendant waives the entry of findings of fact and conclusions of
3 law pursuant to Rule 52 of the Federal Rules of Civil Procedure.

4 4. Relief Defendant waives the right, if any, to a jury trial and to appeal
5 from the entry of the Judgment.

6 5. Relief Defendant enters into this Consent voluntarily and represents that
7 no threats, offers, promises, or inducements of any kind have been made by the
8 Commission or any member, officer, employee, agent, or representative of the
9 Commission to induce Relief Defendant to enter into this Consent.

10 6. Relief Defendant agrees that this Consent shall be incorporated into the
11 Judgment with the same force and effect as if fully set forth therein.

12 7. Relief Defendant will not oppose the enforcement of the Judgment on
13 the ground, if any exists, that it fails to comply with Rule 65(d) of the Federal Rules
14 of Civil Procedure, and hereby waives any objection based thereon.

15 8. Relief Defendant waives service of the Judgment and agrees that entry of
16 the Judgment by the Court and filing with the Clerk of the Court will constitute notice
17 to Relief Defendant of its terms and conditions. Relief Defendant further agrees to
18 provide counsel for the Commission, within thirty days after the Judgment is filed
19 with the Clerk of the Court, with an affidavit or declaration stating that Relief
20 Defendant has received and read a copy of the Judgment.

21 9. Consistent with 17 C.F.R. 202.5(f), this Consent resolves only certain
22 claims asserted against Relief Defendant in this civil proceeding. Relief Defendant
23 acknowledges that no promise or representation has been made by the Commission or
24 any member, officer, employee, agent, or representative of the Commission with
25 regard to any criminal liability that may have arisen or may arise from the facts
26 underlying this action or immunity from any such criminal liability. Relief
27 Defendant waives any claim of Double Jeopardy based upon the settlement of this
28 proceeding, including the imposition of any remedy or civil penalty herein.

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2 10. Relief Defendant understands and agrees to comply with the terms of 17
3 C.F.R. § 202.5(e), which provides in part that it is the Commission's policy "not to
4 permit a defendant or respondent to consent to a judgment or order that imposes a
5 sanction while denying the allegations in the complaint or order for proceedings," and
6 "a refusal to admit the allegations is equivalent to a denial, unless the defendant or
7 respondent states that he neither admits nor denies the allegations." As part of Relief
8 Defendant's agreement to comply with the terms of Section 202.5(e), Relief
9 Defendant: (i) will not take any action or make or permit to be made any public
10 statement denying, directly or indirectly, any allegation in the Amended Complaint or
11 creating the impression that the Amended Complaint is without factual basis; (ii) will
12 not make or permit to be made any public statement to the effect that Relief
13 Defendant does not admit the allegations of the Amended Complaint, or that this
14 Consent contains no admission of the allegations, without also stating that Relief
15 Defendant does not deny the allegations; (iii) upon the filing of this Consent, Relief
16 Defendant hereby withdraws any papers filed in this action to the extent that they
17 deny any allegation in the Amended Complaint. If Relief Defendant breaches this
18 agreement, the Commission may petition the Court to vacate the Judgment and
19 restore this action to its active docket. Nothing in this paragraph affects Relief
20 Defendant's: (i) testimonial obligations; or (ii) right to take legal or factual positions
21 in litigation or other legal proceedings in which the Commission is not a party.

22 11. Relief Defendant hereby waives any rights under the Equal Access to
23 Justice Act, the Small Business Regulatory Enforcement Fairness Act of 1996, or any
24 other provision of law to seek from the United States, or any agency, or any official
25 of the United States acting in his or her official capacity, directly or indirectly,
26 reimbursement of attorney's fees or other fees, expenses, or costs expended by
27 Defendant to defend against this action. For these purposes, Relief Defendant agrees
28 that Relief Defendant is not the prevailing party in this action since the parties have

1 reached a good faith settlement.

2 12. In connection with this action and any related judicial or administrative
3 proceeding or investigation commenced by the Commission or to which the
4 Commission is a party, Relief Defendant (i) agrees to appear and be interviewed by
5 Commission staff at such times and places as the staff requests upon reasonable
6 notice; (ii) will accept service by mail or facsimile transmission of notices or
7 subpoenas issued by the Commission for documents or testimony at depositions,
8 hearings, or trials, or in connection with any related investigation by Commission
9 staff; (iii) appoints Relief Defendant's undersigned attorney as agent to receive
10 service of such notices and subpoenas; (iv) with respect to such notices and
11 subpoenas, waives the territorial limits on service contained in Rule 45 of the Federal
12 Rules of Civil Procedure and any applicable local rules, provided that the party
13 requesting the testimony reimburses Relief Defendant's travel, lodging, and subsistence
14 expenses at the then-prevailing U.S. Government per diem rates; and (v) consents to
15 personal jurisdiction over Relief Defendant in any United States District Court for
16 purposes of enforcing any such subpoena.

17 13. Relief Defendant agrees that the Commission may present the Judgment
18 to the Court for signature and entry without further notice.

19 14. Relief Defendant agrees that this Court shall retain jurisdiction over this
20 matter for the purpose of enforcing the terms of the Judgment.

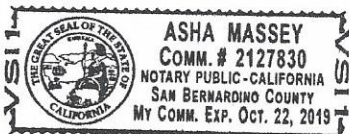
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2 15. Relief Defendant agrees that the Preliminary Injunction, Order
3 Appointing Receiver, Freezing Assets, and Providing for Other Ancillary Relief
4 entered by the Court on December 12, 2015 shall remain in full force and effect as to
5 Relief Defendant following entry of the Judgment.

6 HealthPro Capital Partners, LLC

7
8 By: *[Signature]*
9 NAME: CLAUDIA KANO
10 TITLE: SVP
11 ADDRESS: 406 E VANDERBILT WAY
12 SAN BERNARDINO, CA 92408.

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16
17 On June 8, 2016, Claudia Kano, a person
18 known to me, personally appeared before me and acknowledged executing the
19 foregoing Consent with full authority to do so on behalf of HealthPro Capital
20 Partners, LLC.



21 *[Signature]*
22 Notary Public
23 Commission expires: Oct 22, 2019

24 Approved as to form:

25
26 _____
27 Mark Hiraide, Esq.
28 Mitchell Silberberg & Knupp LLP
11377 W. Olympic Blvd.
Los Angeles, CA 90064
Attorney for Relief Defendant