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

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.

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

**CONSENT OF RELIEF DEFENDANT
YANROB'S MEDICAL, INC.**

1 **CONSENT OF RELIEF DEFENDANT YANROB'S MEDICAL, INC.**

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

6 2. Without admitting or denying the allegations of the Amended Complaint
7 (except as provided as to personal and subject matter jurisdiction, which Relief
8 Defendant admits), Relief Defendant hereby consents to the entry of the Judgment in
9 the form attached hereto (the "Judgment") and incorporated by reference herein,
10 which, among other things: Orders that the Relief Defendant shall pay disgorgement
11 of ill-gotten gains and prejudgment interest thereon; that the amount of the
12 disgorgement shall be determined by the Court upon motion of the Commission; and
13 that prejudgment interest shall be calculated from December 10, 2012, based on the
14 rate of interest used by the Internal Revenue Service for the underpayment of federal
15 income tax as set forth in 26 U.S.C. § 6621(a)(2). Relief Defendant further agrees
16 that in connection with the Commission's motion for disgorgement and/or civil
17 penalties, and at any hearing held on such a motion: (a) Relief Defendant will be
18 precluded from arguing that the Defendants did not violate the federal securities laws
19 as alleged in the Amended Complaint; (b) Relief Defendant may not challenge the
20 validity of this Consent or the Judgment; (c) solely for the purposes of such motion,
21 the allegations of the Amended Complaint shall be accepted as and deemed true by
22 the Court; and (d) the Court may determine the issues raised in the motion on the
23 basis of affidavits, declarations, excerpts of sworn deposition or investigative
24 testimony, and documentary evidence, without regard to the standards for summary
25 judgment contained in Rule 56(c) of the Federal Rules of Civil Procedure. In
26 connection with the Commission's motion for disgorgement and/or civil penalties,
27 the parties may take discovery, including discovery from appropriate non-parties.
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1 3. Relief Defendant waives the entry of findings of fact and conclusions of
2 law pursuant to Rule 52 of the Federal Rules of Civil Procedure.

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

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

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

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

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

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

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

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

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

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

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

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

5
6 Yanrob's Medical, Inc.

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

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16 On June 8, 2016, CLAUDIA KANO, a person
17 ~~known to me~~, personally appeared before me and acknowledged executing the
18 foregoing Consent with full authority to do so on behalf of Yanrob's Medical, Inc.



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Asha
Notary Public
Commission expires: Oct. 22, 2019

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Approved as to form:

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

1 ZACHARY T. CARLYLE
2 LESLIE J. HUGHES
3 Admitted *pro hac vice*
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5 HughesLJ@sec.gov
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20 **UNITED STATES DISTRICT COURT**
21 **CENTRAL DISTRICT OF CALIFORNIA**

22 SECURITIES AND EXCHANGE
23 COMMISSION,
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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)

JUDGMENT AS TO RELIEF
DEFENDANT YANROB'S MEDICAL,
INC.

1 The Securities and Exchange Commission having filed a Complaint and Relief
2 Defendant Yanrob's Medical, Inc., having entered a general appearance; consented to
3 the Court's jurisdiction over Relief Defendant and the subject matter of this action;
4 consented to entry of this Judgment without admitting or denying the allegations of the
5 Amended Complaint (except as to jurisdiction, which is admitted); waived findings of
6 fact and conclusions of law; and waived any right to appeal from this Judgment:

7 I.

8 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that Relief
9 Defendant shall pay disgorgement of ill-gotten gains and prejudgment interest thereon;
10 that the amounts of the disgorgement shall be determined by the Court upon motion of
11 the Commission; and that prejudgment interest shall be calculated from December 10,
12 2012, based on the rate of interest used by the Internal Revenue Service for the
13 underpayment of federal income tax as set forth in 26 U.S.C. § 6621(a)(2). In
14 connection with the Commission's motion for disgorgement and/or civil penalties, and
15 at any hearing held on such a motion: (a) Relief Defendant will be precluded from
16 arguing that the Defendants did not violate the federal securities laws as alleged in the
17 Amended Complaint; (b) Relief Defendant may not challenge the validity of the
18 Consent or this Judgment; (c) solely for the purposes of such motion, the allegations of
19 the Amended Complaint shall be accepted as and deemed true by the Court; and (d) the
20 Court may determine the issues raised in the motion on the basis of affidavits,
21 declarations, excerpts of sworn deposition or investigative testimony, and documentary
22 evidence, without regard to the standards for summary judgment contained in Rule
23 56(c) of the Federal Rules of Civil Procedure. In connection with the Commission's
24 motion for disgorgement and/or civil penalties, the parties may take discovery,
25 including discovery from appropriate non-parties.

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II.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that this Court shall retain jurisdiction of this matter for the purposes of enforcing the terms of this Judgment.

III.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Preliminary Injunction, Order Appointing Receiver, Freezing Assets, and Providing for Other Ancillary Relief entered by the Court on December 12, 2015 shall remain in full force and effect as to Relief Defendant following entry of the Judgment.

IV.

There being no just reason for delay, pursuant to Rule 54(b) of the Federal Rules of Civil Procedure, the Clerk is ordered to enter this Judgment forthwith and without further notice.

Dated: _____, _____

UNITED STATES DISTRICT JUDGE