

1 DAVID R. ZARO (BAR NO. 124334)
MICHAEL R. FARRELL (BAR NO. 173831)
2 TIM C. HSU (BAR NO. 279208)
ALLEN MATKINS LECK GAMBLE
3 MALLORY & NATSIS LLP
515 South Figueroa Street, Ninth Floor
4 Los Angeles, California 90071-3309
Phone: (213) 622-5555
5 Fax: (213) 620-8816
E-Mail: dzaro@allenmatkins.com
6 mfarrell@allenmatkins.com
thsu@allenmatkins.com

7 Attorneys for Court-appointed Receiver
8 KRISTA L. FREITAG

9 UNITED STATES DISTRICT COURT
10 CENTRAL DISTRICT OF CALIFORNIA
11 WESTERN DIVISION

12 SECURITIES AND EXCHANGE
COMMISSION,

13 Plaintiff,

14 v.

15 WORLD CAPITAL MARKET INC.;
16 WCM777 INC.; WCM777 LTD. d/b/a
WCM777 ENTERPRISES, INC.; and
17 MING XU a/k/a PHIL MING XU,

18 Defendants,

19 KINGDOM CAPITAL MARKET, LLC;
20 MANNA HOLDING GROUP, LLC;
MANNA SOURCE INTERNATIONAL,
INC.; WCM RESOURCES, INC.;
21 AEON OPERATING, INC.; PMX
JEWELS, LTD.; TOPACIFIC INC.;
22 TO PACIFIC INC.; VINCENT J.
MESSINA; and INTERNATIONAL
23 MARKET VENTURES,

24 Relief Defendants.
25
26
27
28

Case No. CV-14-2334-JFW-MRW

DECLARATION OF KRISTA L.
FREITAG IN SUPPORT OF MOTION
FOR APPROVAL OF SETTLEMENT
AGREEMENT WITH
GOVERNMENTAL IMPACT, INC.
AND JAMES DANTONA

Date: June 1, 2015
Time: 1:30 p.m.
Ctm: 16
Judge: Hon. John F. Walter

1 I, Krista L. Freitag, declare:

2 1. I am the permanent receiver for Defendants World Capital Market Inc.,
3 WCM777 Inc., and WCM777 Ltd. d/b/a WCM777 Enterprises, Inc., Relief
4 Defendants Kingdom Capital Market, LLC; Manna Holding Group, LLC; Manna
5 Source International, Inc.; WCM Resources, Inc.; ToPacific Inc.; To_Pacific Inc.;
6 and their subsidiaries and affiliates (collectively, "Receivership Entities").

7 2. This declaration is made in support of my Motion for Approval of
8 Settlement Agreement with Governmental Impact, Inc. ("GII") and James Dantona
9 ("Dantona"). I have personal knowledge of the facts set forth herein and, if called as
10 a witness, could and would testify to such facts under oath.

11 3. Pursuant to the terms of this Court's Temporary Restraining Order and
12 the laws governing federal equity receiverships, promptly upon my appointment as
13 Receiver, I commenced my investigation to locate, secure and preserve the assets of
14 the Receivership Entities.

15 4. Through my investigation, I discovered between January and March
16 2014, a total of \$750,000 has been transferred from Receivership Entity ToPacific
17 Inc. ("ToPacific") to GII, purportedly in connection with a Consulting Agreement,
18 dated January 30, 2014, entered into by Dantona, through his company GII, and
19 Defendant Ming Xu ("Xu") to provide consulting and governmental advocacy
20 services (the "Consulting Agreement").

21 5. The terms of the Consulting Agreement states that GII would provide
22 specific advocacy services on Xu's behalf, including but not limited to, helping
23 locating and securing legislators, obtaining access to such legislative leaders in
24 California and Washington D.C., and communicating and recommending advocacy
25 strategies and effective public relations programs with the government. These
26 services were to be provided in exchange for \$750,000, with \$500,000 payable upon
27 signing of the Agreement and another \$250,000 due on April 30, 2014.

28

1 6. Based on my review of ToPacific's banking records, Xu made the
2 \$500,000 payment to GII by check disbursed from ToPacific's bank account dated
3 January 30, 2014. The \$250,000 payment, although not due per the terms of the
4 Agreement until April 30, 2014, was made on March 1, 2014, also by check from
5 the same ToPacific account.

6 7. Based on the above, on May 5, 2014, with information obtained from
7 GII's website, I emailed and called Dantona. I also caused my counsel to issue a
8 subpoena to Dantona for records relating to the Agreement and above-payments and
9 held a conference call with him, his counsel and my counsel. The records and
10 information obtained indicated the following:

- 11 • There were no contemporaneous documents to show that any work was
12 performed under the Agreement or any value provided to the
13 Receivership Entities in exchange for the \$750,000 transferred to GII;
- 14 • GII subsequently paid Dantona, or made payments for his benefit, in
15 the approximate amount of \$266,500;
- 16 • GII also paid Aberin and her company ZHB a combined total of
17 \$325,000 of the funds, purportedly as a fee for referring Xu to GII; and
- 18 • Ming Xu transferred another \$100,000 from the same ToPacific
19 account to Baseballers Against Drugs ("BAD"), a charitable
20 organization run by Dantona.

21 8. Through counsel, I demanded that GII and Dantona return the full
22 \$750,000, that Aberin return the \$325,000 subsequently disbursed to her and ZHB,
23 and that BAD return the \$100,000 received from ToPacific.

24 9. GII and BAD initially agreed to put into escrow a total of \$140,466.18 -
25 - the full \$100,000 that went to BAD and \$40,466.18, the amount GII claimed it still
26 held of the \$750,000 it received. BAD then agreed to return the full \$100,000,
27 leaving the \$40,466.18 from GII in escrow.

28

1 10. Given that funds were also transferred to Aberin and ZHB, I caused my
2 counsel to issue a subpoena to Aberin for information and records pertaining to
3 these payments. In response, Aberin provided some limited records and met with
4 my counsel on June 17, 2014 to discuss the payments. Of the records and
5 information provided by Aberin, there was no documentation to indicate that any
6 equivalent value was provided by either Aberin or her company ZHB in exchange
7 for these payments.

8 11. Through his counsel, Dantona claimed that the \$750,000 transferred to
9 GII is not subject to disgorgement because it was fully earned upon receipt.
10 Likewise, Aberin did not agreed to return the \$325,000 transferred to her and ZHB.

11 12. Accordingly, after receiving prior approval from this Court, on
12 September 26, 2014, I filed a complaint against GII, Dantona, Aberin and ZHB
13 seeking disgorgement of the entire \$750,000 transferred to GII by ToPacific (the
14 "Disgorgement Action"). Aberin and ZHB have failed to appear in the Disgorgment
15 Action and their defaults have since been entered. I will seek the entry of default
16 judgment against Aberin and ZHB for the entire amount of \$325,000 that they
17 received and will seek recovery on that judgment once entered for the benefit of the
18 receivership estate.

19 13. Additional records and information produced by GII and Dantona, or
20 obtained through correspondences with their counsel, further confirmed that there
21 are no documents or records to show that any work was performed under the
22 Consulting Agreement or any value provided to the Receivership Entities in
23 exchange for the \$750,000 transferred to GII.

24 14. On March 20, 2015, along with my counsel, I participated in mediation
25 with GII, Dantona and their counsel. Through this mediation, and through
26 subsequent discussions with their counsel, GII and Dantona represented that their
27 net worth is severely limited. Based on these representations and my review of GII
28 and Dantona's financial records, and after weighing the anticipated costs of

1 continued litigation, I agreed to and executed a Settlement Agreement & Release
2 dated April 22, 2015 ("Settlement Agreement"), with GII and Dantona, subject to
3 Court approval. A true and correct copy of the Settlement Agreement, is attached
4 hereto as **Exhibit A**.

5 15. Pursuant to the Settlement Agreement, which terms include GII and
6 Dantona's representations regarding their net worth, GII and Dantona provided
7 extensive financial disclosures and other information to support their
8 representations. I have reviewed the financial disclosures and other information and
9 am reasonably satisfied that they support the net worth representations made by GII
10 and Dantona.

11 16. I believe that the receivership estate's claims for disgorgement against
12 GII and Dantona are meritorious. I am also aware, however, that additional
13 litigation would be expensive and time consuming. If GII and Dantona were
14 financially capable of satisfying a judgment for disgorgement, the additional
15 expense and delay would be less of a concern. GII and Dantona's representations
16 and supporting financial disclosures show, however, that they would likely be able
17 to pay only a fraction of the full \$750,000 and that any such judgment would not be
18 fully recoverable in collection. Therefore, in all likelihood, continuing to incur
19 litigation expenses (in this Court and possibly on appeal) would simply reduce the
20 receivership estate's net recovery from GII and Dantona. Combined with the
21 anticipated default judgment against Aberin and ZHB for the \$325,000 they
22 received, the anticipated recovery for the receivership estate is \$460,000 (or
23 approximately 61%) of the \$750,000 in total funds transferred to GII. Thus, I
24 believe that the Settlement Agreement will generate the highest net recovery for the
25 receivership estate, and therefore respectfully requests that it be approved.

26
27
28

1 I declare under penalty of perjury under the laws of the State of California
2 that the foregoing is true and correct.

3 Executed this ____ day of _____, 2015, at Los Angeles,
4 California.

5
6 _____
7 KRISTA L. FREITAG
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 I declare under penalty of perjury under the laws of the State of California
2 that the foregoing is true and correct.

3 Executed this 23rd day of April, 2015, at Los Angeles,
4 California.

5 
6 _____
7 KRISTA L. FREITAG
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT A

SETTLEMENT AGREEMENT & RELEASE

This SETTLEMENT AGREEMENT & RELEASE ("Agreement"), dated for reference purposes only as of April 22, 2015, is made by and between KRISTA L. FREITAG ("Receiver"), solely in her capacity as court-appointed receiver for WORLD CAPITAL MARKET INC., WCM777 INC., WCM777 LTD. D/B/A WCM777 ENTERPRISES, KINGDOM CAPITAL MARKET, LLC, MANNA HOLDING GROUP, LLC, MANNA SOURCE INTERNATIONAL, INC., WCM RESOURCES, INC., TOPACIFIC INC., TO PACIFIC INC., and their subsidiaries and affiliates ("Receivership Entities") on the one hand, and GOVERNMENTAL IMPACT, INC. ("GII") and James Dantona ("Dantona") on the other hand. The Receiver, GII and Dantona are collectively referred to herein as the Parties or individually as the Party.

RECITALS

A. In *SEC v. World Capital Market, Inc., et al.*, Case No. 2:14-cv-02334-JFW-MRW ("SEC Action"), the Securities and Exchange Commission ("Commission") has alleged that, beginning around March 2013 and continuing through March 2014, the Receivership Entities collected over \$65 million from investors in the United States and abroad, through an unregistered securities offering involving a pyramid scheme and Ponzi scheme that targeted Asian-American and Hispanic-American communities, as well as foreign investors. Beginning in September 2013, the Receivership Entities' operations came under investigation by federal and state regulators, including California and Massachusetts, for violations of various federal and state securities laws.

B. On March 27, 2014, the Commission commenced an enforcement action against the Receivership Entities, their principal Phil Ming Xu (aka Ming Xu or Dr. Phil Ming Xu), and a number of relief defendants, alleging various violations of securities laws. The SEC Action was filed in the United States District Court for the Central District of California ("District Court"). On the same day, the District Court entered a Temporary Restraining Order and Orders: (1) Freezing Assets; (2) Prohibiting the Destruction of Documents; (3) Granting Expedited Discovery; (4) Requiring Accountings; (5) Authorizing Alternative Service; and (6) Appointing a Temporary Receiver; and Order to Show Cause Re: Preliminary Injunction and Appointment of a Permanent Receiver (the "TRO"). The TRO appointed Krista L. Freitag as temporary receiver.

C. On April 10, 2014, the District Court entered a Preliminary Injunction, Appointment of a Permanent Receiver, and Related Orders, extending the provisions of the TRO and making the Receiver's appointment permanent. Thereafter, on May 21, 2014, the District Court entered an Order: (1) Freezing Assets; (2) Requiring Accountings; (3) Prohibiting the Destruction of Documents; (4) Granting Expedited Discovery; (5) Repatriating Assets; and (6) Appointing a Receiver Over Relief Defendants ToPacific Inc., a Delaware Corporation and To Pacific Inc., a California Corporation, which appointed the Receiver as permanent receiver over ToPacific Inc., To Pacific Inc. and their subsidiaries and affiliates.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants and conditions hereinafter contained, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged the undersigned agree as follows:

1. Court Approval. All covenants, terms and conditions of this Agreement are subject to approval of the District Court in the SEC Action. This Agreement shall have no force or effect unless and until it is approved by the District Court by entry of a written order ("Court Approval"). Provided that the Full Financial Disclosure is timely made by GII and Dantona under Section 5 below, and the Receiver accepts the Full Financial Disclosure under Section 6 below, then, on or before April 8, 2015, the Receiver shall file a request to seek District Court approval of the Agreement.

2. Settlement Payment. GII and Dantona, jointly, shall pay to the Receiver the total sum of \$135,000 (the "Settlement Payment"). The Settlement Payment will be made through one initial payment of \$75,000 due upon Court Approval (the "Initial Payment"), and 60 subsequent consecutive-monthly payments of \$1,000 (the "Monthly Payments") until the Settlement Payment is paid in full. The obligation to make the Monthly Payments will be evidenced by a Promissory Note in the form attached hereto as Exhibit A. The Initial Payment shall be paid by the release of the Escrowed Funds to the Receiver, to which GII and Dantona consent upon Court Approval, plus the delivery of a cashier's check payable to the Receiver in the amount of \$34,533.82. The Monthly Payments shall be due on or before the first of each month, beginning with the first month following delivery of the Initial Payment to the Receiver, and shall be secured by real property as described in Section 7 below. Dantona and GII shall have the right to prepay the balance due at any time without penalty.

3. Dismissal of Disgorgement Action. As soon as practicable after Court Approval, the Receiver shall take all steps necessary to dismiss all claims as against GII and Dantona alleged in the Disgorgement action with prejudice.

4. Net Worth Representations. To induce the Receiver to enter into this Agreement, GII and Dantona have represented and hereby represent to the Receiver that GII's net worth (including the Escrowed Funds) does not exceed \$100,000 and that Dantona's net worth does not exceed \$200,000 (collectively, the "Net Worth Representations").

5. Full Financial Disclosure by GII and Dantona. GII and Dantona have produced to the Receiver the following financial documents and information to the extent that they are in Dantona's possession, custody or control as well as additional financial documents and information to permit the Receiver to review their financial status:

- (a) Balance Sheets and Income Statements for three calendar years including 2013, 2014 and YTD 2015 for GII,
- (b) Tax Returns for three calendar years including 2012, 2013 and 2014 for GII, Dantona and any other entities for which Dantona is the sole shareholder or proprietor,
- (c) Current credit report for Dantona, and

(d) All bank statements, retirement account statements, and other investment statements for the calendar year of 2014 and YTD 2015 for GII, Dantona and any other entities for which Dantona is the sole shareholder or proprietor.

The Receiver will keep confidential all financial documents and information produced by GII and Dantona except as required by this Agreement, in an action to enforce any term or condition of this Agreement, or as otherwise required to be disclosed by law or court order, provided, however, that before making disclosure to a third party (unless prohibited by law), the Receiver will give Dantona notice and a reasonable opportunity to seek a court order to limit disclosure. The Receiver shall maintain the confidentiality of the documents produced by GII and/or Dantona pursuant to this Agreement and dispose of the documents and information produced by GII and Dantona upon receipt of the full Settlement Payment under Section 2.

6. Receiver Review of Full Financial Disclosure. The Receiver has communicated, through her counsel, to counsel for GII and Dantona that she is reasonably satisfied that the Net Worth Representations are true.

7. Security for Monthly Payments. To secure the timely and full delivery of the Monthly Payments, GII and Dantona agree to execute and deliver to the Receiver a notarized deed of trust relating to the property located at and commonly referred to as 3467 Delilah Street, Simi Valley, California 93063, in the form attached to this Agreement as Exhibit B (the "Deed of Trust"). The Deed of Trust will be fully executed, notarized and delivered to the Receiver within three business days of the execution of this Agreement. The Receiver shall not record the Deed of Trust until entry of the Approval Order, at which time, the Receiver shall promptly record the Deed of Trust in the Official Records maintained by the Recorder's Office of the County of Ventura. Upon full payment of the sum due pursuant to Paragraph 2, the Receiver will promptly provide a full reconveyance and cancel the Deed of Trust.

8. Mutual Release by GII and Dantona. GII and Dantona, and each of them, hereby forever, irrevocably and unconditionally release and discharge the Receiver, her company E3 Realty Advisors, d/b/a E3 Advisors ("E3 Advisors"), the receivership estate, and the Receivership Entities, and their respective officers, directors, representatives, heirs, executors, administrators, receivers, successors, assigns, predecessors, agents, consultants, attorneys and employees, of and from any and all claims, demands, debts, obligations, liabilities, costs, expenses, rights of action, causes of action, awards and judgments of any kind or character whatsoever, all of which are hereinafter called, "GII/Dantona Released Claims."

The GII/Dantona Released Claims include, but are not limited to, any and all claims arising out of the SEC Action, Consulting Agreement, Escrowed Funds, Disgorgement Action and any other claims that GII or Dantona, had, have, or may have against the Receiver, E3 Advisors, the receivership estate, and/or the Receivership Entities prior to District Court approval of this Agreement.

GI and Dantona each acknowledges and agrees that the GII/Dantona Released Claims may include claims of every nature and kind whatsoever, whether known or unknown, suspected or unsuspected and further acknowledge that they may be presently unknown or unsuspected, and may be based upon hereafter discovered facts different from, or in addition to, those which

they now know, or believe to be true. GII and Dantona agree that the foregoing release shall be and remain effective in all respects, notwithstanding such different or additional facts, or the discovery thereof, and further hereby expressly waive and relinquish any and all rights provided in California Civil Code Section 1542 which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

GIJ and Dantona expressly waive and release any rights and benefits that they have or may have under any similar law or rule of any other jurisdiction pertaining to the matters released herein. It is the intention of GIJ and Dantona through this Agreement and with the advice of counsel to fully, finally and forever release any and all claims against the Receiver, E3 Advisors, the receivership estate, and the Receivership Entities, as provided herein, known or unknown. The releases herein given shall be and remain in effect as full and complete releases of all such matters notwithstanding the discovery of any additional claims or facts relating thereto.

9. Release by Receiver, the receivership estate and the Receivership Entities. The Receiver, the receivership estate, and the Receivership Entities hereby forever, irrevocably and unconditionally release and discharge GIJ and Dantona, and their respective officers, directors, representatives, heirs, executors, administrators, receivers, successors, assigns, predecessors, agents, attorneys and employees, of and from any and all claims, demands, debts, obligations, liabilities, costs, expenses, rights of action, causes of action, awards and judgments of any kind or character whatsoever, all of which are hereinafter called, the "Receiver Released Claims."

The Receiver Released Claims include, but are not limited to, any and all claims arising out of the SEC Action, Consulting Agreement, Escrowed Funds, Disgorgement Action and any other claims that the Receiver, the receivership estate, and the Receivership Entities have, or may have against GIJ and Dantona prior to District Court approval of this Agreement, but expressly exclude any and all claims against Abern or ZHB arising out of the SEC Action, Consulting Agreement, Escrowed Funds and Disgorgement Action for funds transferred to them or for their benefit.

Each of the Receiver, the receivership estate, and the Receivership Entities acknowledges and agrees that the Receiver Released Claims may include claims of every nature and kind whatsoever, whether known or unknown, suspected or unsuspected and further acknowledge that they may be presently unknown or unsuspected, and may be based upon hereafter discovered facts different from, or in addition to, those which they now know, or believe to be true. Nevertheless, the Receiver, the receivership estate, and the Receivership Entities agree that the foregoing release shall be and remain effective in all respects, notwithstanding such different or additional facts, or the discovery thereof, and further hereby expressly waive and relinquish any and all rights provided in California Civil Code Section 1542 which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

The Receiver, the receivership estate, and the Receivership Entities expressly waive and release any rights and benefits that they have or may have under any similar law or rule of any other jurisdiction pertaining to the matters released herein. It is the intention of the Receiver, the receivership estate, and the Receivership Entities through this Agreement and with the advice of counsel to fully, finally and forever release any and all claims against GII and Dantona, as provided herein, known or unknown. The releases herein given shall be and remain in effect as full and complete releases of all such matters notwithstanding the discovery of any additional claims or facts relating thereto.

10. Contingency. The validity and effectiveness of this Agreement is expressly conditioned upon GII and Dantona (or either of them) not initiating a proceeding under the United States Bankruptcy Code, nor otherwise seeking to have the Settlement Payment, or any portion thereof, declared a "preference" under federal or state law for a period of at least ninety (91) days following the later of (1) the payment of the Initial Payment or (2) the recording of the Deed of Trust. If GII or Dantona, or either of them, initiate such a proceeding or otherwise seek to have the Settlement Payment, or any portion thereof, declared a "preference" within such time period, then this Agreement and the releases herein shall be deemed null and void.

11. Voluntary Signing. Each of the Parties to this Agreement has executed this Agreement without any duress or undue influence.

12. Independent Counsel. Each of the Parties acknowledge and agree that he/she/it has been represented by independent counsel of his/her/its own choice throughout all negotiations which preceded the execution of this Agreement, that he/she/it has executed and approved of this Agreement after consultation with said counsel, and that he/she/it shall not deny the validity of this Agreement on the ground that such Party did not have the advice of legal counsel.

13. Governing Law and Venue. This Agreement shall in all respects be interpreted, enforced, and governed by and under the laws of California, and Federal Equity Receivership law, and subject to the exclusive jurisdiction of the District Court in the SEC Action.

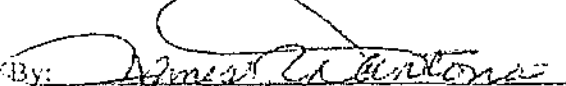
14. Waiver/Amendment. No breach of any provision of this Agreement can be waived unless in writing. Waiver of any one breach of any provision of this Agreement is not a waiver of any other breach of the same or of any other provision of this Agreement. Amendment of this Agreement may be made only by written agreement signed by the Parties who are affected by the Amendment.

15. Fax and Counterparts. This Agreement may be executed by fax and/or in counterparts and, if so executed, each fax and/or counterpart shall have the full force and effect of an original.

16. Construction and Interpretation. This Agreement will be construed and interpreted in accordance with the laws, rules, and regulations of the State of California and Federal Equity Receivership law, without regard to conflict-of-law principles. The headings in this Agreement are inserted for convenience only and will not be deemed a part of the Agreement for construction or interpretation. The Parties expressly declare that they each participated in the negotiation of this Agreement, and that therefore no ambiguities in this Agreement may be resolved in favor of one Party because the other Party was the drafter. No Party is the designated drafter of this Agreement.

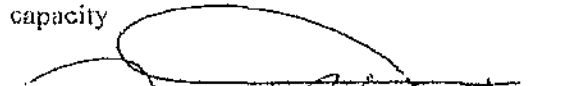
17. Attorneys' Fees and Costs. The Parties hereto shall each bear their own costs and attorneys' fees incurred in connection with the Disgorgement Action and the negotiation and documentation of this Agreement. If any proceeding, action, suit or claim is undertaken to interpret or enforce this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs incurred in connection with such dispute.

GOVERNMENTAL IMPACT, INC.

By: 
JAMES DANTONA
its 1-PRESIDENT.

Dated: 4/22/2015

JAMES DANTONA, in his individual capacity

By: 
JAMES DANTONA

Dated: 4/22/2015

WORLD CAPITAL MARKET INC.,
WCM777 INC., WCM777 LTD. D/B/A
WCM777 ENTERPRISES, KINGDOM
CAPITAL MARKET, LLC, MANNA
HOLDING GROUP, LLC, MANNA
SOURCE INTERNATIONAL, INC., WCM
RESOURCES, INC., TOPACIFIC INC., TO
PACIFIC INC., and their subsidiaries and
affiliates

By: 
KRISTA L. FREITAG
District Court-Appointed Receiver

Dated: April 23, 2015

EXHIBIT A

PROMISSORY NOTE

\$60,000.00

April 22, 2015

FOR VALUE RECEIVED, the undersigned, GOVERNMENTAL IMPACT, INC. ("GII") and JAMES DANTONA ("Dantona"), hereby promise to pay to KRISTA L. FREITAG ("Receiver"), solely in her capacity as court-appointed receiver for WORLD CAPITAL MARKET INC., WCM777 INC., WCM777 LTD. D/B/A WCM777 ENTERPRISES, KINGDOM CAPITAL MARKET, LLC, MANNA HOLDING GROUP, LLC, MANNA SOURCE INTERNATIONAL, INC., WCM RESOURCES, INC., TOPACIFIC INC., TO PACIFIC INC., and their subsidiaries and affiliates, the amount of SIXTY THOUSAND AND 00/100 DOLLARS (\$60,000.00) (the "Debt").

1. Definitions.

Collateral: That certain real property located at 3467 Delilah Street, Simi Valley, California 93063.

SEC Action: That civil action filed in the U.S.D.C. Central District of California ("District Court"), entitled *SEC v. World Capital Market, Inc., et al.*, Case No. 2:14-cv-02334-JFW-MRW.

Settlement Agreement: That certain Settlement Agreement & Release of even date herewith made by and between the Receiver, GII and Dantona.

Deed of Trust: That certain Deed of Trust With Assignment of Rents of even date herewith executed by Dantona as Trustor, naming the Receiver as beneficiary, and securing the full payment of the Debt.

Court Approval: Entry of an Order by the District Court approving the Settlement Agreement.

Other Terms: Capitalized terms not otherwise defined herein shall have the meaning set forth in the Settlement Agreement.

2. Repayment. The Debt shall be paid to the Receiver in 60 consecutive-monthly payments of \$1,000 until paid in full. The monthly payments shall be due on or before the first of each month, beginning with the first month following Court Approval.

3. Security. To secure the timely and full payment of the Debt, GII and Dantona agree to execute and deliver to the Receiver the notarized and executed Deed of Trust.

4. Events of Default. GII and Dantona agree that the occurrence of any of the following shall constitute an Event of Default ("Event of Default") hereunder and under the Settlement Agreement executed in connection herewith: (a) GII and Dantona fail to timely make any of the

monthly payments due under this Note in accordance with the terms provided herein; or (b) any breach of the Settlement Agreement.

5. Remedies. Upon occurrence of an Event of Default, the Debt, together with reasonable attorneys' fees for legal services incurred by the holder hereof in collecting or enforcing payment hereof whether or not suit is brought, and if suit is brought, then through all appellate actions, shall immediately become due and payable at the option of the Receiver. If suit is brought, the prevailing party shall be entitled to attorneys' fees. If an Event of Default occurs, then the Receiver may, at her sole option, exercise any and/or all rights and remedies available to her, including seeking foreclosure of the Collateral in accordance with applicable law.

6. Miscellaneous.

Notices. All notices or other communications required or permitted to be given pursuant to this Note shall be given to the parties as follows:

GII and Dantona:

Attn: Edward Gartenberg, Esq.
Gartenberg Gelfand Hayton LLP
801 South Figueroa Street, Suite 2170
Los Angeles, California 90017

The Receiver:

Attn: Krista L. Freitag
E3 Advisors
355 S. Grand Ave., Suite 2450
Los Angeles, California 90071

Attn: James Dantona
3467 Delilah Street
Simi Valley, California 93063

Waiver. Except for notices required to be provided by applicable law, GII and Dantona waive presentment; demand; notice of dishonor; notice of default or delinquency; notice of acceleration; notice of protest and nonpayment; notice of costs, expenses or losses and interest thereon; notice of late charges; and diligence in taking any action to collect any sums owing under this Note or in proceeding against any of the rights or interests in or to properties securing payment of this Note.

Time. Time is of the essence of each and every term herein.

Governing Law and Consent to Jurisdiction. This Note and any claim, controversy or dispute arising under or related to this Note, the relationship of the parties, and/or the interpretation and enforcement of the rights and duties of the parties will be governed by, and construed and enforced in accordance with, with the laws, rules, and regulations of the State of California and Federal Equity Receivership law, without regard to conflict-of-law principles. GII and Dantona consent to the jurisdiction of any federal or state court within the State of California having proper venue and also consent to service of process by any means authorized by California or federal law.

Inconsistencies. In the event of any inconsistencies between the terms of this Note and the terms of the Settlement Agreement, the terms of the Settlement Agreement shall prevail.

IN WITNESS WHEREOF, GII and Dantona have executed this Note under seal as of the date appearing on the first page of this Note.

GOVERNMENTAL IMPACT, INC.

By: *James Dantona*
JAMES DANTONA
its PRESIDENT.

Dated: 4/22/2015

JAMES DANTONA, in his individual capacity

By: *James Dantona*
JAMES DANTONA

Dated: 4/22/2015.

EXHIBIT B

Apr 22 15 12:35p

p.12

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

SPACE ABOVE FOR RECORDER'S USE ONLY

APN: 617-0-141-145 File #: 374010-00007

DEED OF TRUST WITH ASSIGNMENT OF RENTS (SHORT FORM)

This DEED OF TRUST, made April 22, 2015, between James R. Dantona, herein called TRUSTOR, whose address is 3467 Delflah Street, Simi Valley, California 93063, FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation, herein called TRUSTEE, and Krista L. Freitag, Court-appointed permanent-receiver for World Capital Market Inc.; WCM777 Inc.; WCM777 Ltd. d/b/a WCM777 Enterprises, Inc.; Kingdom Capital Market, LLC; Manna Holding Group, LLC; Manna Source International, Inc.; WCM Resources, Inc.; ToPacific Inc.; To Pacific Inc.; and their subsidiaries and affiliates, herein called BENEFICIARY,

WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property in the City of Simi Valley, County of Ventura, State of California, described as:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A".
A.P.N.: 617-0-141-145

together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits for the purpose of securing (1) payment of the sum of \$ 60,000 with interest thereon according to the terms of a promissory note or notes of even date herewith made by Trustor, payable to order of Beneficiary, and extensions or renewals thereof, (2) the performance of each agreement of Trustor incorporated by reference or contained herein and (3) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the fictitious deed of trust recorded in Orange County August 17, 1964, and in all other counties August 18, 1964, in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, namely:

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	1288	556	Kings	858	713	Placer	1028	379	Sierra	38	187
Alpine	3	130-3*	Lake	437	110	Plumas	166	1307	Siskiyou	506	762
Amador	133	438	Lassen	192	367	Riverside	3778	347	Solano	1287	621
Butte	133C	513	Los Angeles	T-3878	874	Sacramento	5039	124	Sonoma	2067	427
Calaveras	185	338	Madera	911	136	San Benito	300	405	Stanislaus	1970	56
Colusa	323	391	Marin	1849	122	San Bernardino	6213	768	Sutter	355	585
Contra Costa	4684	1	Mariposa	90	453	San Francisco	A-804	596	Tehama	457	183
Del Norte	101	549	Merced	867	99	San Joaquin	2855	283	Trinity	108	595
El Dorado	704	635	Merced	1660	753	San Luis Obispo	1311	137	Tulare	2530	108
Fresno	6052	623	Modoc	191	93	San Mateo	4778	175	Tuolumne	177	160
Glenn	469	76	Mono	69	302	Santa Barbara	2065	881	Ventura	2607	237
Humboldt	801	83	Monterey	357	232	Santa Clara	6626	664	Yolo	769	15
Imperial	1189	701	Napa	704	743	Santa Cruz	1638	607	Yuba	398	893
Inyo	165	672	Nevada	363	94	Shasta	800	633			
Kern	3756	890	Orange	7182	18	San Diego	SERIES 5 Book 1964, Page 149774				

shall inure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained

Apr 22 15 12:36p

p.13

in said subdivisions A and B, (identical in all counties, and printed on pages 3 and 4 hereof) are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as if set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed the maximum allowed by law.

The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address hereinbefore set forth.


TRUSTOR, JAMES R. DANTONA

STATE OF CALIFORNIA

COUNTY OF

On _____ before me, _____, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within Instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under the PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal.

Signature (Notary seal)

See attached

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

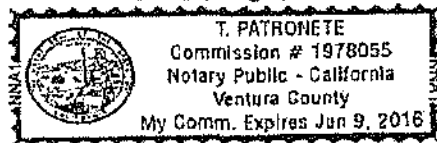
STATE OF CALIFORNIA } S.S.
COUNTY OF Ventura

On Apr. 22, 2015, before me, T Patronete personally appeared James R. Danton who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature] (Seal)



OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) other than named above _____

CAPACITY(IES) CLAIMED BY SIGNER(S)

- Individual, Corporate Officer(s), Partner(s) Limited/General, Attorney-in-fact, Trustee(s), Guardian or Conservator, Other

Right Thumbprint Of Signer
Top of thumb here

- Individual, Corporate Officer(s), Partner(s) Limited/General, Attorney-in-fact, Trustee(s), Guardian or Conservator, Other

Right Thumbprint of Signer
Top of thumb here

SIGNER IS REPRESENTING:

DO NOT RECORD

The following is a copy of Subdivisions A and B of the fictitious Deed of Trust recorded in each county in California as stated in the foregoing Deed of Trust and incorporated by reference in said Deed of Trust as being a part thereof as if set forth at length therein.

A. To protect the security of this Deed of Trust, Trustor agrees:

- 1) To keep said property in good condition and repair, not to remove or demolish any building thereon, to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor, to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon, not to commit or permit waste thereof, not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general
- 2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
- 3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.
- 4) To pay, at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust
Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may, make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes, appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.
- 5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

B. It is mutually agreed:

- 1) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such monies received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.
- 2) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.
- 3) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof, join in granting any easement thereon, or join in any extension agreement or any agreement subordinating the lien or charge hereof.
- 4) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The Grantee in such reconveyance may be described as "the person or persons legally entitled thereto".
- 5) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
- 6) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.
After the lapse of such time as may then be required by law for filing the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale. After deducting all costs, fees and expenses of Trustee and of this Trust, including costs of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of all sums expended under the terms hereof not then repaid with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby, and the remainder, if any, to the person or persons legally entitled thereto.
- 7) Beneficiary or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder; the book and page where this Deed is recorded and the name and address of the new Trustee

Apr 22 15 12:38p

p.16

assigns. The term beneficiary shall mean the owner and holder, including pledgees, of the note secured hereby, whether or not named as beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

9) That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereof of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

DO NOT RECORD

REQUEST FOR FULL RECONVEYANCE

TO FIRST AMERICAN TITLE INSURANCE COMPANY, TRUSTEE:

The undersigned is the legal owner and holder of the note or notes, and of all other indebtedness secured by the foregoing Deed of Trust. Said note or notes, together with all other indebtedness secured by said Deed of Trust, have been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note or notes above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you under the same

Dated:

Please mail Deed of Trust, Note and Reconveyance to:

DO NOT lose or destroy this Deed of Trust OR THE NOTE which it secures. BOTH must be delivered to the Trustee for cancellation before reconveyance will be made.

**DEED OF TRUST
WITH POWER OF SALE**

First American Title Insurance Company
TRUSTEE

Apr 22 15 12:38p

EXHIBIT "A"

PARCEL 1:

LOT 313, OF TRACT NO. 2025-3, IN THE CITY OF SIMI VALLEY, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 52 PAGES 17 TO 21 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM ALL OIL, GAS, MINERALS, HYDROCARBON SUBSTANCES AND KINDRED SUBSTANCES LYING AND BEING 500 FEET OR MORE BELOW THE SURFACE, WITH NO RIGHT TO ENTER OR IN THE SUBSURFACE ABOVE A DEPTH OF 500 FEET FOR THE DEVELOPMENT OF SAID SUBSTANCES.

PARCEL 2:

A NON-EXCLUSIVE EASEMENT OVER LOT 245 (THE COMMON AREA) OF SAID TRACT NO. 2025-3 FOR INGRESS, EGRESS, USE AND PURPOSES AS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, RECORDED JUNE 9, 1969 IN BOOK 3499 PAGE 438 OF OFFICIAL RECORDS.

PROOF OF SERVICE

Securities and Exchange Commission v. World Capital Market Inc.; WCM777 Inc, et al.
USDC, Central District of California – Western Division (Los Angeles) – Case No. 2:14-cv-02334-CAS-MRW

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 as: **DECLARATION OF KRISTA L. FREITAG IN SUPPORT OF MOTION FOR APPROVAL OF SETTLEMENT AGREEMENT WITH GOVERNMENTAL IMPACT, INC. AND JAMES DANTONA** will be served in the manner indicated below:

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 23, 2015**, I reviewed the CM/ECF Mailing Info For A Case for this case and the following person(s) are on the Electronic Mail Notice List to receive NEF transmission at the email address(es) indicated below:

- **Robert E. Barnes** robertbarnes@barnesllp.com, brettollefson@yahoo.com
- **John W Berry** berryj@sec.gov, irwinma@sec.gov
- **John B. Bulgozdy** bulgozdyj@sec.gov, LAROFiling@sec.gov, berryj@sec.gov, irwinma@sec.gov, cavallones@sec.gov
- **Peter F. Del Greco** delgreco@sec.gov, LAROFiling@sec.gov, cavallones@sec.gov
- **Edward G Fates** tfates@allenmatkins.com, bcrfilings@allenmatkins.com, jbatiste@allenmatkins.com
- **Maranda E Fritz** Maranda.Fritz@ThompsonHine.com, patricia.hart@thompsonhine.com, Dwayne.Lunde@thompsonhine.com
- **Edward Gartenberg** egartenberg@gghslaw.com, mdolukhanyan@gghslaw.com
- **Tim C Hsu** thsu@allenmatkins.com, mlyons@allenmatkins.com
- **Julio J. Ramos** ramosfortrustee@yahoo.com, ramoslawgroup@yahoo.com
- **Mark L Smith** mls@clydesnow.com, jgerber@clydesnow.com
- **David J Van Havermaat** vanhavermaat@sec.gov, LAROFiling@sec.gov, berryj@sec.gov, irwinma@sec.gov
- **David Joseph Van Sambeek** davidv@w-wlaw.com
- **Richard Vermazen** rvermazen@hotmail.com
- **Amrita Bimali Walgampaya** bwalgampaya@w-wlaw.com, cwellman@w-wlaw.com, hfrjuckic@sw-wlaw.com
- **Scott W Wellman** swellman@w-wlaw.com
- **David R Zaro** dzaro@allenmatkins.com

1 2. **SERVED BY U.S. MAIL OR OVERNIGHT MAIL (indicate method for each**
2 **person or entity served)**: On _____, I served the following person(s) and/or
3 entity(ies) in this case by placing a true and correct copy thereof in a sealed
4 envelope U.S. Mail, first class, postage prepaid, and/or with an overnight mail
5 service addressed as follows. I am readily familiar with this firm's practice of
6 collection and processing correspondence for mailing. Under that practice it is
7 deposited with the U.S. postal service on that same day in the ordinary course of
8 business.

9 *No Manual Recipients (as of April 23, 2015)*

10 Executed on **April 23, 2015**. I declare under penalty of perjury under the laws of the
11 United States of America that the foregoing is true and correct.

12 _____
13 /s/ *Kimberly Bardales*
14 Kimberly Bardales
15
16
17
18
19
20
21
22
23
24
25
26
27
28