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14 GEOFF WINKLER

15 UNITED STATES DISTRICT COURT
16 CENTRAL DISTRICT OF CALIFORNIA
17 WESTERN DIVISION

18 SECURITIES AND EXCHANGE
19 COMMISSION,

20 Plaintiff,

21 v.

22 RALPH T. IANNELLI and ESSEX
23 CAPITAL CORP.,

24 Defendants.

Case No. 2:18-cv-05008-FMO-AFM

DECLARATION OF RECEIVER,
GEOFF WINKLER, IN SUPPORT OF
MOTION FOR ORDER APPROVING
AND AUTHORIZING PERFORMANCE
OF SETTLEMENT AGREEMENT

[Notice of Motion and Motion and
[Proposed] Order submitted concurrently
herewith]

Date: July 16, 2020
Time: 10:00 a.m.
Ctm: 6D
Judge Hon. Fernando M. Olguin

25 **DECLARATION OF GEOFF WINKLER**

26 I, Geoff Winkler, declare as follows:

27 1. I am the Court-appointed permanent receiver (the "Receiver") for
28 Defendant Essex Capital Corporation ("Essex") and its subsidiaries and affiliates
(collectively, the "Receivership Entities"). I was initially appointed as Receiver for
the Receivership Entities in the above-captioned action on December 21, 2018, by
virtue of the Court's Order Regarding Preliminary Injunction and Appointment of a
Permanent Receiver (the "Appointment Order") (ECF. No. 66). I have personal

1 knowledge of the facts set forth in this Declaration, and make this Declaration in
2 support of my concurrently filed Motion for Order Approving and Authorizing
3 Performance of Settlement Agreement, pursuant to which I respectfully request that
4 the Court enter an order: (1) approving the settlement agreement (the "Settlement
5 Agreement") entered into by and between Geoffrey and Annette Grant (the
6 "Grants"), Amagansett Partners, LLC ("Amagansett"), and myself, in my capacity as
7 Receiver; and (2) authorizing me to perform the Receiver's obligations thereunder.

8 2. I have conducted a detailed review and analysis of the business and
9 financial activities of the Receivership Entities, including in connection with
10 payments received from and paid to investors. In the course of this investigation, I
11 conducted a "money-in / money-out" or "MIMO" accounting of funds received from
12 and paid to investors, in order to determine which Receivership Entity investors
13 profited from their investments, and which had prospective claims against the
14 Receivership Entities resulting from losses on investment.

15 3. Based on my review of the Receivership Entities' records, as well as
16 materials obtained from the Grants, I believe the facts relating to the Grants and
17 Amagansett are somewhat unique. The Grants' investments in the Receivership
18 Entities appear to have commenced in or around October 2008, and lasted through
19 approximately April 2018. The records that I have reviewed indicate that, at certain
20 points in their investment history, the Grants elected to roll payable investments
21 over into new investments, with promised interest added to the balance of the new
22 investments, occasionally in the form of a completely new investment vehicle. By
23 the time that I was appointed as the Receiver, the Grants claimed to be owed more
24 than \$11.8 million. Based upon my review of relevant records, Amagansett appears
25 to have been created in or around March 2018, apparently in order to facilitate
26 payments to the Grants in connection with amounts putatively owed on their
27 investments.

28

1 4. The formation of Amagansett appears to be the second time that
2 Essex's purported obligations to the Grants were restructured. I understand that the
3 Grants have claimed that Essex owed them approximately \$11.8 million as of July
4 2017. Relevant records reflect that, as part of a workout of this debt, Essex provided
5 the Grants with \$1.8 million in cash and securities, plus \$10 million in promissory
6 notes, including: (1) a \$5 million note due in 2018 ("Note 1"); (2) a \$2.5 million
7 note due in 2019; and (3) a \$2.5 million note due in 2020. The records further
8 reflect that the Grants loaned Essex \$850,000 via two independent promissory notes:
9 one for \$500,000, due in July 2018 ("Note 2"), and one for \$350,000, due in July
10 2019 ("Note 3").

11 5. Amagansett's Operating Agreement, as amended, provided, among
12 other things, that (1) Essex was to contribute illiquid securities valued at more than
13 \$4.4 million to the LLC, in exchange for 510 Class B Units of the LLC; and (2) the
14 Grants were to contribute Note 1, Note 2, and Note 3, collectively valued under the
15 terms of the Operating Agreement at \$5.85 million, in exchange for 490 Class A
16 Units of the LLC. The amended Operating Agreement called for the cancellation of
17 all three notes and a corresponding reduction of Essex's Amagansett capital account
18 to \$0. Under the terms of the amended Operating Agreement, the Grants' capital
19 contribution was to be paid first, with any additional proceeds being distributed as
20 follows: 75% to Essex and 25% to the Grants. Additionally, I understand that the
21 Grants agreed to extend two (2) of the notes addressed in footnote 1, above, by
22 one (1) year each and to reduce, retroactively, the interest rate to 5% per annum on
23 each note.

24 6. While Amagansett may have been intended to facilitate payments from
25 Essex to the Grants, the nature and history of the Grants' investments in the
26 Receivership Entities, paired with, in some instances, inconsistent or irreconcilable
27 records relating to those investments, have made it uniquely difficult to develop a
28 definitive accounting and valuation of the Grants' investments, and Essex's resultant

1 obligations to the Grants, if any. My detailed review of the Receivership Entities'
2 records, along with the records obtained from the Grants, suggests that, the manner
3 in which the Grants are credited for certain investments, when, and in what amounts,
4 can yield substantially differing conclusions. Under one interpretation of the
5 relevant records, the Grants might be characterized as having experienced a *net loss*
6 on their investments in the Receivership Entities, giving rise to a potential claim for
7 reimbursement against the Receivership Entities in the amount of that loss.

8 Likewise, a different, equally plausible interpretation of the records suggests that the
9 Grants *profited* from their investments, making them net winners in the enterprise.

10 7. The Grants have disputed any accounting which suggests that, on a
11 MIMO basis, they were paid more than they invested. Likewise, I have disputed
12 any accounting which suggests that the Grants were net losers, again on a MIMO
13 basis.

14 8. Having examined the amounts that would be in controversy were I to
15 commence litigation against the Grants to recover or disgorge funds that appear,
16 under my MIMO analysis, to represent net profits, and given that a plausible
17 accounting can be developed which shows the Grants to be net losers, I have instead
18 determined, in my reasonable business judgment, that it is better to resolve this
19 dispute now, in a manner that results in a payment by the Grants to the estate of the
20 Receivership Entities. Accordingly, I have entered into the Settlement Agreement
21 with the Grants and Amagansett, the key terms of which include:

- 22 • The Grants and Amagansett will, collectively, make a payment to me,
23 in my capacity as the Receiver for the Receivership Entities, in the
24 amount of \$150,000, after Court approval of the Settlement Agreement;
- 25 • The Grants and Amagansett shall waive any claims against the
26 Receivership Entities, including the right to submit a claim for
27 reimbursement or for net losses on investments, if any;

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- 1 • The Grants and Amagansett shall release me, on behalf of Essex, and
2 the Receivership Entities, from any and all claims, known or unknown;
3 and
4 • In exchange, and in addition to my release of the Grants and
5 Amagansett, on behalf Essex, I will cause Essex to assign all of Essex's
6 interest in and rights to Amagansett to the Grants.

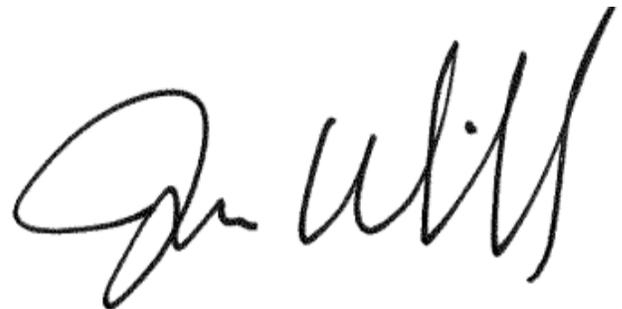
7 Attached hereto as **Exhibit A** is a true and correct copy of the executed
8 Settlement Agreement.

9 9. In my reasonable business judgment, commencing litigation and
10 pursuing uncertain claims against the Grants or Amagansett does not reflect an
11 appropriate disposition of limited receivership estate resources. Accordingly, I
12 believe that the payment contemplated in the Settlement Agreement reflects an
13 appropriate compromise, sufficient to adequately compensate the Receivership
14 Entities. Therefore, I respectfully request that the Court approve the settlement as
15 memorialized by the Settlement Agreement and authorize me to perform my agreed-
16 upon obligations thereunder.

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

19 Executed this 10th day of June, 2020, at Salem, Oregon.

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GEOFF WINKLER, Receiver

SETTLEMENT AGREEMENT

13 This Settlement Agreement (this "Agreement") is entered into and effective as of ^{MAY} ~~April~~ 2020, by and between (a) Essex Capital Corporation, a California corporation ("Essex") and Geoff Winkler, solely in his capacity as Receiver (the "Receiver") for Essex and its subsidiaries and affiliates (the "Receivership Entities"); and (b) Geoffrey and Annette Grant (the "Grants") and Amagansett Partners, LLC, a California limited liability company ("Amagansett"). The Receiver and Essex shall be a "Party," and the Grants and Amagansett shall be a "Party," and they are collectively, the "Parties."

WHEREAS, the Grants made several investments in limited partnerships sponsored by Essex;

WHEREAS, the Grants and Essex agreed to form Amagansett in partial satisfaction of amounts owed by Essex to the Grants;

WHEREAS, Amagansett's Amended and Restated Operating Agreement provides Amagansett with the option to acquire Essex's interest in Amagansett in the event that Essex is made party to a receivership proceeding;

WHEREAS, on June 6, 2018, the United States Securities and Exchange Commission sued Essex and Ralph Iannelli in the United States District Court for the Central District of California, Western Division (the "Court") in that certain matter bearing civil action number 2:18-cv-05008-FMO-AFM;

WHEREAS, the Court appointed Geoff Winkler as the federal equity receiver for the Essex Receivership Entities;

WHEREAS, Amagansett attempted to exercise its option to purchase Essex's interest in Amagansett;

WHEREAS, disputes exist regarding, among other things, the Grants' investments in Essex and Amagansett's right to purchase Essex's interest in Amagansett (collectively, the "Dispute"). In order to avoid the time and expense of litigation, the Parties now wish to resolve the Dispute.

Now, THEREFORE, in consideration of the mutual promises, covenants, payments and conditions contained herein, and for other valuable consideration, the Parties hereby agree as follows:

1. Settlement. This Agreement is intended to be a complete and final settlement of the claims, differences and potential causes of action with respect to the Dispute described above. The terms herein are contractual in nature and not merely recitals, and the agreements, releases, and considerations transferred herein are to compromise disputed claims and avoid the uncertainties, expense, and risk of further litigating the disputed claims and defenses.

2. Consideration/Payment.

- a. The Grants and Amagansett will pay \$150,000.00 to the Receiver within 15 days of the Court entering an order authorizing the Receiver to enter into this Agreement.
- b. Upon receipt of the sum set forth in the preceding paragraph 2.a., the Receiver shall cause Essex to transfer, assign and convey to Amagansett all of Essex's interests in and to Amagansett, including without limitation all Class B Units of Amagansett and evidence same by executing and delivering documentation to that effect, substantially in the form of the Membership Interest Redemption Agreement attached hereto as Exhibit A (the "Redemption Agreement"). Delivery of the Redemption Agreement is due upon payment.

3. Release by the Receiver and Essex. The Receiver, Essex, the Receivership Entities and their successors, assigns, executors, administrators, legal representatives, and any and all persons or entities under its control (the "Essex Releasers"), do hereby forever agree to RELEASE, ACQUIT, FOREVER DISCHARGE AND HOLD HARMLESS the Grants and Amagansett and any of their directors, shareholders, officers, employees, servants, attorneys, insurers, agents, representatives, successors and assigns, partners, parent corporations, subsidiaries, affiliates, and all persons or entities in privity therewith, from any and all claims, demands, damages, actions, causes of action, and suits at law or in equity, of any kind or nature, whether arising under statute

or common law, whether known or unknown, that have been brought, should have been brought, or could have been brought, that are directly or indirectly attributable or related to Essex or the Dispute, including but not limited to any claims for fraudulent transfer.

4. Release by the Grants and Amagansett. The Grants and Amagansett and their heirs, successors, assigns, executors, administrators, legal representatives, and any and all persons or entities under their control, ("Grant Releasers") do hereby forever agree to RELEASE, ACQUIT, FOREVER DISCHARGE AND HOLD HARMLESS Essex, the Receiver, the Receivership Entities and their directors, shareholders, officers, employees, servants, attorneys, insurers, agents, representatives, successors and assigns, partners, parent corporations, subsidiaries, affiliates, and all persons or entities in privity therewith except for Ralph T. Iannelli and Melissa R. Iannelli and any trust for which they are trustee or settlor, from any and all claims, demands, damages, actions, causes of action, and suits at law or in equity, of any kind or nature, whether arising under statute or common law, whether known or unknown, that have been brought, should have been brought, or could have been brought, that are directly or indirectly attributable or related to Essex or the Dispute, including but not limited to the right to collect from Essex and the Receivership Entities. For avoidance of doubt, among other things, the Grant Releasers each waive any right to file a proof of claim in connection with the Essex receivership.

5. Civil Code § 1542 Waiver. It is the intention of the releasing Parties that this Agreement shall be effective as a full and final accord and satisfaction, release of, and covenant not to sue about each and every of the released matters. In furtherance of this intention, the Parties acknowledge that they are familiar with Section 1542 of the Civil Code of the State of California, 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 releasing Parties hereby waive and relinquish every right or benefit which they have or may have under Section 1542 of the Civil Code of the State of California to the full extent that they may lawfully waive such right or benefit with regard to the subject matter of this Mutual Release.

6. Interpretation. Any ambiguity, doubt or question as to applicability the releases contained in this Agreement shall be resolved in all events in favor of waiver, release, relinquishment and disavowal of any possible claims. The Parties agree that the waivers, releases, relinquishments and disavowals herein granted shall be with respect to claims, interests, rights, remedies and causes of action known or unknown, matured or unmatured, contingent or direct, existing or hereafter arising, relating to the Dispute. The Parties acknowledge that the waiver and relinquishment of their respective claims contained in this agreement is full and complete, whether or not the factual basis for their respective claims or defenses are currently known to them.

7. Covenant not to sue. The Receiver, Essex, and the Receivership Entities each covenant and agree that they will not at any time hereafter commence, maintain, or prosecute any action at law or otherwise, or assert any claim or cause of action for damages or losses against the Grants or Amagansett arising from the Dispute or the Grants' investment in Essex. The Grants and Amagansett each covenant and agree that they will not at any time hereafter commence, maintain, or prosecute any action at law or otherwise, or assert any claim or cause of action for damages or losses, against the Receiver or Essex arising from the Dispute. However, notwithstanding anything to the contrary in this Agreement, the Parties specifically do not release any of the obligations created by this Agreement or any claim arising from the enforcement of any provision of this Agreement.

8. Representation of the Parties. Each of the Parties represent, warrant and agree that it has received independent legal advice from its attorney(s) with respect to the advisability of executing this Agreement.

9. Ownership of Rights. The Parties warrant and represent that they are the owners of all the claims, rights, interests and/or causes of action that are the subject matter hereof and are released herein. No Party has heretofore assigned, transferred, or granted, or purported to assign, transfer, or grant, any of the claims, demands, actions or causes of action disposed of by this Agreement. Each of the Parties represents and warrants that no person or entity that it controls, is controlled by, or is under common control with has any claims, demands, actions or causes of action against the other except for such claims, demands, actions and causes of action that are released herein.

10. Requirement of Court Approval. This Agreement is ~~not effective~~ unless and until approved by the Court. The Receiver agrees to use his best efforts to obtain approval from the Court. The Grants and Amagansett agree to cooperate in the Receiver's attempt to obtain approval from the Court. Any request by the Receiver for Court authority to enter into and perform this agreement, on motion by the Receiver or otherwise, shall be subject to Grant's approval, which approval will not be unreasonably withheld.

11. Attorneys' Fees, Expenses and Costs. The Parties agree that they shall each bear their own attorneys' fees, expenses and court costs.

12. No Inducements. The Parties hereto further represent and understand that this Agreement embodies the entire agreement between the Parties, that no promise or inducement has been offered except as set forth herein, and that this Agreement has been executed after each of the Parties has made an independent investigation of the facts and relied upon the legal knowledge and advice of their attorneys in executing this Agreement.

13. Binding Nature. This Agreement shall be binding upon, and shall inure to the benefit of, each of the Parties hereto, as well as their respective agents, employees, representatives, family members, officers, directors, shareholders, affiliates, parent and subsidiary companies, successors, assigns and attorneys, and all persons or entities in privity with them.

14. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute the same instrument.

15. Entire Agreement. This Agreement and the Redemption Agreement embody the entire agreement and understanding of the parties hereto in respect of the subject matter contained herein. This Agreement and the Redemption Agreement supersede all prior agreements and understandings between the Parties with respect to such subject matter hereof.

16. Amendment. This Agreement may not be altered, amended, modified or supplemented, except by written agreement executed by the Parties and/or their authorized representatives. No waiver by any Party of any breach of or default under this Agreement shall be deemed to be a waiver of any other breach or default of any kind or nature.

17. Reserved.

18. Applicable Law. It is understood and agreed that this Agreement shall be governed by, construed, enforced and interpreted in accordance with the laws of the State of California, without giving any effect to the conflicts or choice of laws principles which otherwise might be applicable.

19. Interpretation. This Agreement shall be interpreted in accordance with its fair meaning without regard for which Party drafted the document.

20. Severability and Partial Invalidity. The illegality, unenforceability or invalidity of any provision of this Agreement, or any document or instrument required or referred to hereunder, shall not in any way impair or affect the legality, enforceability or validity of any other provision herein, or any document or instrument required or referred hereunder.

21. Headings. Headings and numbering are for reference and convenience only and will not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.

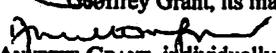
22. Additional Documentation. The Parties will execute all such further and additional documents as shall be reasonable, convenient, necessary or desirable to carry out the provisions of this Agreement.

Executed on April ^{May} 13, 2020.

AMAGANSETT PARTNERS LLC,
a California limited liability company

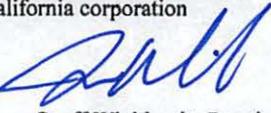

GEOFFREY GRANT, individually

By: 
Geoffrey Grant, its manager


ANNETTE GRANT, individually

ESSEX CAPITAL CORPORATION,
a California corporation

By:



Geoff Winkler, its Receiver

RECEIVER, GEOFF WINKLER, solely in his
capacity as Receiver for the Essex Receivership
Entities

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110045-001364-29-20/jad/drz
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Exhibit A
MEMBERSHIP INTEREST REDEMPTION AGREEMENT

8 ~~MA~~ This Membership Interest Redemption Agreement (this "*Redemption*") is entered into as of April 13, 2020 (the "*Effective Date*") by and between Essex Capital Corporation a California corporation ("*Seller*"), and Amagansett Partners, LLC, a California limited liability company ("*Buyer*").

RECITALS

A. Seller is the legal and beneficial owner and holder of record of 100% of the issued and outstanding Class B Units (the "*Purchased Membership Interests*") of the Buyer. The Purchased Membership Interests represent Seller's entire interest in the Buyer.

B. Upon the terms and subject to the conditions set forth in this Redemption, Seller has agreed to sell the Purchased Membership Interests to Buyer, and Buyer has agreed to purchase the Purchased Membership Interests from Seller.

C. The Buyer is governed by the Certificate of Formation of Amagansett Partners, LLC filed with the California Secretary of State on May 8, 2018, the Amended and Restated Operating Agreement of Seller and the other members of the Buyer, and the applicable provisions of the California Revised Uniform Limited Liability Company Act, codified in Corporations Code Section 17701.01 *et seq.*, as amended from time to time.

NOW, THEREFORE, in consideration of the mutual promises, representations, warranties, and covenants set forth herein, and the other good and valuable consideration exchanged between the parties, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties intending to be legally bound agree as follows:

1. SALE AND PURCHASE.

(a) Upon the terms and subject to the conditions set forth in this Redemption, Seller hereby sells, assigns, transfers, and conveys the Purchased Membership Interests to Buyer. Effective as of the date of the below described order approving the Settlement Agreement, Seller will no longer be a member of the Buyer or have any rights or powers of a member, including without limitation, to profits, losses, distributions, information, or management. Buyer hereby accepts such sale, redemption, transfer, and conveyance of the Purchased Membership Interests, upon the terms and subject to the terms set forth in this Redemption.

(b) To the extent the Buyer would otherwise be dissolved as a result of any of the transactions effected pursuant to this Redemption, the parties agree that (i) the Buyer is not dissolved, and (ii) to the extent the Buyer is deemed dissolved, the Buyer is hereby reconstituted and all of its business shall be continued without being wound up.

2. PAYMENT; PURCHASE PRICE. The consideration for the purchase of the Purchased Membership Interests is the Settlement Agreement by and between (a) Seller and Geoff Winkler, solely in his capacity as Receiver for Essex Capital Corporation (the "*Receiver*"); and (b) Geoffrey and Annette Grant and Buyer (the "*Settlement Agreement*"). Seller and the Receiver hereby acknowledge that they have received all payments due to them under the Settlement Agreement.

3. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES. Seller makes no representations or warranties, express or implied, of any nature whatsoever under this Redemption. The Redemption of the Purchased Membership Interests under this Redemption is without recourse against Seller. The Buyer and Seller acknowledge and intend the releases set forth in Section 3.5 of the Settlement Agreement are applicable to this transaction and are incorporated herein by this reference.

4. MISCELLANEOUS.

(a) **Further Assurances.** Each party to this Redemption shall execute and deliver

#4005

such documents and shall take such actions as may be reasonably necessary or desirable to effect the transactions described in this Redemption.

(b) **Governing Law.** This Redemption shall be construed according to and governed by and enforced under the laws of the State of California applicable to contracts between residents of that state which are wholly to be performed within such state.

(c) **Entire Agreement.** This Redemption and the Settlement Agreement embody the entire agreement and understanding of the parties hereto in respect of the subject matter contained herein. This Redemption and the Settlement Agreement supersede all prior agreements and understandings between the Parties with respect to such subject matter hereof.

(d) **Transaction Costs and Expenses.** Each party is responsible for and will pay its own costs and expenses, including fees of accountants, attorneys, and other advisors, incurred by it in connection with pursuing or consummating the transactions contemplated by this Redemption.

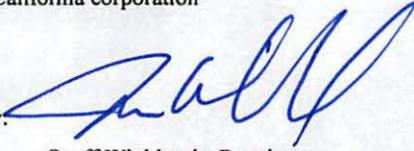
(e) **Counterparts; Facsimile Signatures.** This Redemption may be executed in any number of counterparts with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same document. Facsimile or portable document format (.pdf) signatures are binding on the party submitting the signatures.

[Signatures on following page]

IN WITNESS WHEREOF, the parties have executed this Redemption and caused it to be duly delivered on their behalf on the Effective Date.

Seller:

ESSEX CAPITAL CORPORATION,
a California corporation

By: 

Geoff Winkler, its Receiver

Buyer:

AMAGANSETT PARTNERS LLC,
a California limited liability company

By: 

Geoffrey Grant, its manager

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52813976;2

PROOF OF SERVICE

Securities and Exchange Commission v. Ralph T. Iannelli and Essex Capital Corporation
USDC, Central District of California – Case No. 2:18-cv-05008-FMO-AFM

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 865 S. Figueroa Street, Suite 2800, Los Angeles, California 90017-2543.

On **June 11, 2020**, I caused to be served on all the parties to this action addressed as stated on the attached service list the document entitled: **DECLARATION OF RECEIVER, GEOFF WINKLER, IN SUPPORT OF MOTION FOR ORDER APPROVING AND AUTHORIZING PERFORMANCE OF SETTLEMENT AGREEMENT.**

- 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 the firm'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.
- OVERNIGHT DELIVERY:** I deposited in a box or other facility regularly maintained by express service carrier, or delivered to a courier or driver authorized by said express service carrier to receive documents, a true copy of the foregoing document(s) in sealed envelope(s) or package(s) designed by the express service carrier, addressed as indicated on the attached service list, with fees for overnight delivery paid or provided for.
- HAND DELIVERY:** I caused to be hand delivered each such envelope to the office of the addressee as stated on the attached service list.
- 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 that I am employed in the office of a member of the Bar of this Court at whose direction the service was made. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on **June 11, 2020** at Los Angeles, California.

/s/ Martha Diaz
Martha Diaz

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SERVICE LIST

Securities and Exchange Commission v. Ralph T. Iannelli and Essex Capital Corporation
USDC, Central District of California – Case No. 2:18-cv-05008-FMO-AFM

Mark Riera, Esq.
Jeffer Mangels Butler & Mitchell LLPP
1900 Avenue of the Stars, 7th Floor
Los Angeles, CA 90067-4308