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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
SOUTHERN DIVISION**

Case No.: SACV 16-02257-CJC(DFMx)

**SECURITIES AND EXCHANGE
COMMISSION,**

Plaintiff,

v.

**TEMPORARY RESTRAINING
ORDER AND ORDERS (1) FREEZING
ASSETS; (2) PROHIBITING
DESTRUCTION OF DOCUMENTS; (3)
APPOINTING A TEMPORARY
RECEIVER, AND (4) TO SHOW
CAUSE REGARDING ISSUANCE OF
A PRELIMINARY INJUNCTION AND
APPOINTMENT OF A PERMANENT
RECEIVER**

**EMILIO FRANCISCO; PDC CAPITAL
GROUP, LLC; CAFFE PRIMO
INTERNATIONAL, INC.; SAL
ASSISTED LIVING, LP; , SAL
CARMICHAEL, LP; SAL CITRUS
HEIGHTS, LP; SAL KERN CANYON,
LP; SAL PHOENIX, LP; SAL
WESTGATE, LP; SUMMERPLACE
AT SARASOTA, LP; SUMMERPLACE
AT CLEARWATER, LP;
SUMMERPLACE AT CORRELL
PALMS, LP; TRC TUCSON, LP;
CLEAR CURRENTS WEST, LP;
CAFFE PRIMO MANAGEMENT, LP;
CAFFE PRIMO MANAGEMENT 102,
LP; CAFFE PRIMO MANAGEMENT**

1 **103, LP; CAFFE PRIMO**
2 **MANAGEMENT 104, LP; CAFFE**
3 **PRIMO MANAGEMENT 105, LP;**
4 **CAFFE PRIMO MANAGEMENT 106,**
5 **LP; CAFFE PRIMO MANAGEMENT**
6 **107, LP; and CAFFE PRIMO**
7 **MANAGEMENT 108, LP,**

8
9
10 **Defendants.**

11 This matter came before the Court upon the Application of Plaintiff Securities and
12 Exchange Commission (“SEC”) for a Temporary Restraining Order (“TRO”) and Orders
13 (1) Freezing Assets; (2) Prohibiting the Destruction of Documents; (3) Granting
14 Expedited Discovery; (4) Requiring Accountings; (5) Repatriating Assets; (6) Appointing
15 a Temporary Receiver; and (7) to Show Cause Re Preliminary Injunction and
16 Appointment of a Permanent Receiver (the “TRO Application”).

17 The Court, having considered the SEC’s Complaint, the TRO Application, the
18 supporting Memorandum of Points and Authorities, the supporting declarations and
19 exhibits, and the other evidence and argument presented to the Court, finds that:

- 20
- 21 A. This Court has jurisdiction over the parties to, and the subject matter of, this
22 action.
- 23
- 24 B. The SEC has made a sufficient and proper showing in support of the relief
25 granted herein, as required by Section 20(b) of the Securities Act of 1933
26 (“Securities Act”) (15 U.S.C. § 77t(b)) and Section 21(d) of the Securities
27 Exchange Act of 1934 (“Exchange Act”) (15 U.S.C. § 78u(b)) by evidence
28 establishing a *prima facie* case and reasonable likelihood that:

- 1 1. Emilio Francisco; PDC Capital Group, LLC; SAL Assisted Living,
2 LP; SAL Carmichael, LP; SAL Citrus Heights, LP; SAL Kern
3 Canyon, LP; SAL Phoenix, LP; SAL Westgate, LP; Summerplace as
4 Sarasota, LP; Summerplace at Clearwater, LP; Summerplace at
5 Correll Palms, LP; TRC Tucson, LP; Clear Currents West, LP; Caffè
6 Primo Management, LP; Caffè Primo Management 102, LP; Caffè
7 Primo Management 103, LP; Caffè Primo Management 104, LP;
8 Caffè Primo Management 105, LP; Caffè Primo Management 106,
9 LP; Caffè Primo Management 107, LP; and Caffè Primo Management
10 108, LP have engaged in, are engaging in, are about to engage in, and
11 will continue to engage in unless restrained transactions, acts,
12 practices and courses of business that constitute violations of Section
13 17(a) of the Securities Act, 15 U.S.C. § 77q(a); Section 10(b) of the
14 Exchange Act, 15 U.S.C. § 78j(b); and Rule 10b-5 thereunder, 17
15 C.F.R. § 240.10b-5;
16
- 17 2. Caffè Primo International, Inc., has engaged in, is engaging in, is
18 about to engage in, and will continue to engage in unless restrained
19 transactions, acts, practices and courses of business that constitute
20 violations of Section 17(a) of the Securities Act (15 U.S.C. § 77q(a));
21 Section 10(b) of the Exchange Act of 1934 (15 U.S.C. § 78j(b)); and
22 Rules 10b-5(a) and (c) thereunder, 17 C.F.R. § 240.10b-5(a) and (c);
23
- 24 3. Emilio Francisco and PDC Capital, LLC, knowingly or recklessly,
25 have provided, are providing, are about to provide, and will continue
26 to provide substantial assistance to violations of Section 10(b) of the
27 Exchange Act, 15 U.S.C. § 78j(b), and Rule 10b-5(b) thereunder, 17
28 C.F.R. § 240.10b-5(b); and

1 4. Emilio Francisco is a control person of Defendants PDC Capital
2 Group, LLC; Caffe Primo International, Inc.; SAL Assisted Living,
3 LP; SAL Carmichael, LP; SAL Citrus Heights, LP; SAL Kern
4 Canyon, LP; SAL Phoenix, LP; SAL Westgate, LP; Summerplace as
5 Sarasota, LP; Summerplace at Clearwater, LP; Summerplace at
6 Correll Palms, LP; TRC Tucson, LP; Clear Currents West, LP; Caffe
7 Primo Management, LP; Caffe Primo Management 102, LP; Caffe
8 Primo Management 103, LP; Caffe Primo Management 104, LP;
9 Caffe Primo Management 105, LP; Caffe Primo Management 106,
10 LP; Caffe Primo Management 107, LP; and Caffe Primo Management
11 108, LP.

12
13 C. Good cause exists to warrant the appointment of a temporary receiver over
14 Defendants PDC Capital Group, LLC; Caffe Primo International, Inc.; SAL
15 Assisted Living, LP; SAL Carmichael, LP; SAL Citrus Heights, LP; SAL
16 Kern Canyon, LP; SAL Phoenix, LP; SAL Westgate, LP; Summerplace as
17 Sarasota, LP; Summerplace at Clearwater, LP; Summerplace at Correll
18 Palms, LP; TRC Tucson, LP; Clear Currents West, LP; Caffe Primo
19 Management, LP; Caffe Primo Management 102, LP; Caffe Primo
20 Management 103, LP; Caffe Primo Management 104, LP; Caffe Primo
21 Management 105, LP; Caffe Primo Management 106, LP; Caffe Primo
22 Management 107, LP; Caffe Primo Management 108, LP; and their
23 subsidiaries and affiliates including but not limited to Summerplace
24 Management, LLC; PDC Partners Management, Inc.; and FDC Partners
25 Management, Inc.

26
27 D. Good cause exists to believe that, unless restrained and enjoined by order of
28 this Court, Defendants Emilio Francisco; PDC Capital Group, LLC; Caffe

1 Primo International, Inc.; SAL Assisted Living, LP; SAL Carmichael, LP;
2 SAL Citrus Heights, LP; SAL Kern Canyon, LP; SAL Phoenix, LP; SAL
3 Westgate, LP; Summerplace as Sarasota, LP; Summerplace at Clearwater,
4 LP; Summerplace at Correll Palms, LP; TRC Tucson, LP; Clear Currents
5 West, LP; Caffe Primo Management, LP; Caffe Primo Management 102,
6 LP; Caffe Primo Management 103, LP; Caffe Primo Management 104, LP;
7 Caffe Primo Management 105, LP; Caffe Primo Management 106, LP;
8 Caffe Primo Management 107, LP; and Caffe Primo Management 108, LP
9 will dissipate, conceal, or transfer assets which could be the subject to an
10 order directing disgorgement or the payment of civil money penalties in this
11 action. It is appropriate for the Court to issue this TRO so that prompt
12 service on appropriate financial institutions can be made, thus preventing the
13 dissipation of assets.

14
15 E. Good cause exists to believe that, unless restrained and enjoined by order of
16 this Court, Defendants may alter or destroy documents relevant to this
17 action.

18
19 **I.**

20 IT IS HEREBY ORDERED that the SEC's TRO Application is GRANTED IN
21 SUBSTANTIAL PART.

22
23 **II.**

24 IT IS FURTHER ORDERED that Defendants Emilio Francisco; PDC Capital
25 Group, LLC; Caffe Primo International, Inc.; SAL Assisted Living, LP; SAL Carmichael,
26 LP; SAL Citrus Heights, LP; SAL Kern Canyon, LP; SAL Phoenix, LP; SAL Westgate,
27 LP; Summerplace as Sarasota, LP; Summerplace at Clearwater, LP; Summerplace at
28 Correll Palms, LP; TRC Tucson, LP; Clear Currents West, LP; Caffe Primo

1 Management, LP; Caffe Primo Management 102, LP; Caffe Primo Management 103, LP;
2 Caffe Primo Management 104, LP; Caffe Primo Management 105, LP; Caffe Primo
3 Management 106, LP; Caffe Primo Management 107, LP; Caffe Primo Management 108,
4 LP; and their officers, agents, servants, employees, attorneys, subsidiaries and affiliates,
5 and those persons in active concert or participation with any of them, who receive actual
6 notice of this Order, by personal service or otherwise, and each of them, be and hereby
7 are temporarily restrained and enjoined from, directly or indirectly, in the offer or sale of
8 any securities, by the use of any means or instruments of transportation or
9 communication in interstate commerce or by the use of the mails:

10
11 A. employing any device, scheme or artifice to defraud;

12
13 B. obtaining money or property by means of any untrue statement of a material
14 fact or any omission to state a material fact necessary in order to make the
15 statements made, in light of the circumstances under which they were made,
16 not misleading; or

17
18 C. engaging in any transaction, practice, or course of business which operates
19 or would operate as a fraud or deceit upon the purchaser;

20
21 in violation of Section 17(a) of the Securities Act, 15 U.S.C. § 77q(a).

22
23 **III.**

24 IT IS FURTHER ORDERED that Defendants Emilio Francisco; PDC Capital
25 Group, LLC; Caffe Primo International, Inc.; SAL Assisted Living, LP; SAL Carmichael,
26 LP; SAL Citrus Heights, LP; SAL Kern Canyon, LP; SAL Phoenix, LP; SAL Westgate,
27 LP; Summerplace as Sarasota, LP; Summerplace at Clearwater, LP; Summerplace at
28 Correll Palms, LP; TRC Tucson, LP; Clear Currents West, LP; Caffe Primo

1 Management, LP; Caffe Primo Management 102, LP; Caffe Primo Management 103, LP;
2 Caffe Primo Management 104, LP; Caffe Primo Management 105, LP; Caffe Primo
3 Management 106, LP; Caffe Primo Management 107, LP; Caffe Primo Management 108,
4 LP; and their officers, agents, servants, employees, attorneys, subsidiaries and affiliates,
5 and those persons in active concert or participation with any of them, who receive actual
6 notice of this Order, by personal service or otherwise, and each of them, be and hereby
7 are temporarily restrained and enjoined from, directly or indirectly, in connection with
8 the purchase or sale of any security, by the use of any means or instrumentality of
9 interstate commerce, or of the mails, or of any facility of any national securities
10 exchange:

11
12 A. employing any device, scheme or artifice to defraud;

13
14 B. making any untrue statement of a material fact or omitting to state a material
15 fact necessary in order to make the statements made, in the light of the
16 circumstances under which they were made, not misleading; or

17
18 C. engaging in any act, practice, or course of business which operates or would
19 operate as a fraud or deceit upon any person;

20
21 in violation of Section 10(b) of the Exchange Act, 15 U.S.C. § 78j(b), and Rule 10b-5
22 thereunder, 17 C.F.R. § 240.10b-5.

23 **IV.**

24 IT IS FURTHER ORDERED that Defendants Emilio Francisco and PDC Capital
25 Group, and their officers, agents, servants, employees, attorneys, subsidiaries and
26 affiliates, and those persons in active concert or participation with any of them, who
27 receive actual notice of this Order, by personal service or otherwise, and each of them, be
28 and hereby are temporarily restrained and enjoined from aiding and abetting any

1 violations of Section 10(b) of the Exchange Act, 15 U.S.C. § 78j(b), and Rule 10b-5
2 thereunder, 17 C.F.R. § 240.10b-5, by knowingly or recklessly providing substantial
3 assistance to any person who, directly or indirectly, in connection with the purchase or
4 sale of any security, by the use of any means or instrumentality of interstate commerce,
5 or of the mails, or of any facility of any national securities exchange:

6
7 A. employing any device, scheme or artifice to defraud;

8
9 B. making any untrue statement of a material fact or omitting to state a material
10 fact necessary in order to make the statements made, in the light of the
11 circumstances under which they were made, not misleading; or

12
13 C. engaging in any act, practice, or course of business which operates or would
14 operate as a fraud or deceit upon any person.

15
16 **V.**

17 IT IS FURTHER ORDERED that Defendants Emilio Francisco; PDC Capital
18 Group, LLC; Caffe Primo International, Inc.; SAL Assisted Living, LP; SAL Carmichael,
19 LP; SAL Citrus Heights, LP; SAL Kern Canyon, LP; SAL Phoenix, LP; SAL Westgate,
20 LP; Summerplace as Sarasota, LP; Summerplace at Clearwater, LP; Summerplace at
21 Correll Palms, LP; TRC Tucson, LP; Clear Currents West, LP; Caffe Primo
22 Management, LP; Caffe Primo Management 102, LP; Caffe Primo Management 103, LP;
23 Caffe Primo Management 104, LP; Caffe Primo Management 105, LP; Caffe Primo
24 Management 106, LP; Caffe Primo Management 107, LP; Caffe Primo Management 108,
25 LP; and their officers, agents, servants, employees, attorneys, subsidiaries and affiliates,
26 and those persons in active concert or participation with any of them, who receive actual
27 notice of this Order, by personal service or otherwise, and each of them, be and hereby
28 are temporarily restrained and enjoined from, directly or indirectly, participating in the

1 offer or sale of any security which constitutes an investment in a “commercial enterprise”
2 under the United States Government EB-5 visa program administered by the United
3 States Citizenship and Immigration Service (“USCIS”), including engaging in activities
4 with a broker, dealer, or issuer, or a Regional Center designated by the USCIS, for
5 purposes of issuing, offering, trading, or inducing or attempting to induce the purchase or
6 sale of any such EB-5 investment.

7
8 **VI.**

9 IT IS FURTHER ORDERED that, except as otherwise ordered by this Court,
10 Defendants Emilio Francisco; PDC Capital Group, LLC; Caffe Primo International, Inc.;
11 SAL Assisted Living, LP; SAL Carmichael, LP; SAL Citrus Heights, LP; SAL Kern
12 Canyon, LP; SAL Phoenix, LP; SAL Westgate, LP; Summerplace as Sarasota, LP;
13 Summerplace at Clearwater, LP; Summerplace at Correll Palms, LP; TRC Tucson, LP;
14 Clear Currents West, LP; Caffe Primo Management, LP; Caffe Primo Management 102,
15 LP; Caffe Primo Management 103, LP; Caffe Primo Management 104, LP; Caffe Primo
16 Management 105, LP; Caffe Primo Management 106, LP; Caffe Primo Management 107,
17 LP; Caffe Primo Management 108, LP; and their officers, agents, servants, employees,
18 attorneys, subsidiaries and affiliates, and those persons in active concert with them, who
19 receive actual notice of this Order, by personal service or otherwise, and each of them, be
20 and hereby are temporarily restrained and enjoined from, directly or indirectly,
21 transferring, assigning, selling, hypothecating, changing, wasting, dissipating, converting,
22 concealing, encumbering, or otherwise disposing of, in any manner, any funds, assets,
23 securities, claims or other real or personal property, including any notes or deeds of trust
24 or other interest in real property, wherever located, of any one of the Defendants, or their
25 subsidiaries or affiliates, owned by, controlled by, managed by or in the possession or
26 custody of any of them and from transferring, encumbering dissipating, incurring charges
27 or cash advances on any debit or credit card of the credit arrangement of any one of the
28 Defendants, or their subsidiaries and affiliates.

VII.

IT IS FURTHER ORDERED that, except as otherwise ordered by this Court, an immediate freeze shall be placed on all monies and assets (with an allowance for necessary and reasonable living expenses to be granted only upon good cause shown by application to the Court with notice to and an opportunity for the SEC to be heard) in all accounts at any bank, financial institution or brokerage firm, or third-payment payment processor, all certificates of deposit, and other funds or assets, held in the name of, for the benefit of, or over which account authority is held by Defendants, including but not limited to the accounts listed below:

BANK NAME	ACCOUNT NAME	ACCOUNT NO.
Wells Fargo	PDC Capital Group, LLC	9230366966
Wells Fargo	PDC Capital, Inc.	2682210253
Wells Fargo	PDC Capital, Inc.	2682210261
California United Bank	PDC Capital Group LLC	1194433634
Bank of America	PDC Capital Group LLC	3250 3761 1008
Bank of America	PETER VAN SCHULTZE SOLE PROP DBA PDC CAPITAL	XXXX XXXX 9417
Bank of America	EMILIO N. FRANCISCO & ASSOCIATES LLC	0011 0127 1806
Bank of America	SAL ASSISTED LIVING LP	3250 0854 9947
Bank of America	SUMMERPLACE AT LINCOLN LLC	3250 0854 9921

BANK NAME	ACCOUNT NAME	ACCOUNT NO.
Bank of America	SAL CITRUS HEIGHTS LP	3250 3112 5927
Bank of America	SAL CITRUS HEIGHTS, LLC	3250 3112 5930
Bank of America	SAL KERN CANYON LP	3250 3112 5765
Bank of America	SAL KERN CANYON, LLC	3250 3112 5778
Bank of America	SAL WESTGATE, LP	3250 3112 5781
Bank of America	SAL WESTGATE, LLC	3250 3112 5794
Bank of America	SUMMERPLACE AT CLEARWATER LP	3250 5947 5361
Bank of America	SUMMERPLACE AT CLEARWATER LLC	3250 5940 8299
Bank of America	CLEAR CURRENTS WEST LP	3250 3020 9815
Bank of America	CLEAR CURRENTS WEST LLC	3250 3020 9828
Bank of America	TRC TUCSON LP	3250 4843 8348
Bank of America	SUMMERPLACE DEVELOPMENT LLC	3250 3761 0863
Bank of America	SAL PHOENIX LP	3250 4192 5395
Bank of America	SAL CARMICHAEL LP	3250 6144 4319
Bank of America	SAL CARMICHAEL LLC	3250 9144 4335

BANK NAME	ACCOUNT NAME	ACCOUNT NO.
Bank of America	SUMMERPLACE AT CORRELL PALMS LP	3250 4837 8945
Bank of America	SUMMERPLACE AT CORRELL PALMS LLC	3250 4837 8806
Bank of America	SUMMERPLACE AT SARASOTA LP	3506 6698 7004
Bank of America	SUMMERPLACE AT SARASOTA, LLC	3250 6698 7088
Bank of America	CAFFE PRIMO MANAGEMENT LP	3250 0855 0952
Bank of America	CAFFE PRIMO 102 LP	3250 3020 9543
Bank of America	CAFFE PRIMO MANAGEMENT 103 LP	3250 3514 2171
Bank of America	CAFFE PRIMO MANAGEMENT 104 LP	3250 3514 2155
Bank of America	CAFFE PRIMO MANAGEMENT 105 LP	3250 3514 2168
Bank of America	CAFFE PRIMO MANAGEMENT 106 LP	3250 3761 1273
Bank of America	CAFFE PRIMO MANAGEMENT 107 LP	3250 3514 2142

BANK NAME	ACCOUNT NAME	ACCOUNT NO.
Bank of America	CAFFE PRIMO MANAGEMENT 108 LP	3250 4325 6994
Bank of America	CAFFE PRIMO MANAGEMENT 109 LP	3250 4325 7922
Bank of America	CAFFE PRIMO MANAGEMENT 110 LP	3250 4325 8730
JPMorgan Chase	Caffe Primo International Inc.	0000000000081876732
JPMorgan Chase	Caffe Primo International Inc.	0000000000030911101
JPMorgan Chase	CAFFE PRIMO 101, LLC	00000000000252162095
JPMorgan Chase	CAFFE PRIMO 101, LLC	00000000002972536727
JPMorgan Chase	CAFFE PRIMO 102, LLC	00000000000510087211
JPMorgan Chase	CAFFE PRIMO 102, LLC	00000000002981125972
JPMorgan Chase	CAFFE PRIMO 103, LLC	00000000000568775311
JPMorgan Chase	CAFFE PRIMO 103, LLC	00000000003075710359
JPMorgan Chase	CAFFE PRIMO 104, LLC	00000000000568602291
JPMorgan Chase	CAFFE PRIMO 104, LLC	00000000003075617273
JPMorgan Chase	CAFFE PRIMO 105, LLC	00000000000577317220
JPMorgan Chase	CAFFE PRIMO 105, LLC	00000000003082933796

BANK NAME	ACCOUNT NAME	ACCOUNT NO.
JPMorgan Chase	CAFFE PRIMO 106, LLC	00000000000596335153
JPMorgan Chase	CAFFE PRIMO 106, LLC	00000000003092716165
JPMorgan Chase	CAFFE PRIMO 107, LLC	00000000000577322758
JPMorgan Chase	CAFFE PRIMO 107, LLC	00000000003082938100
JPMorgan Chase	CAFFE PRIMO 108, LLC	00000000000613027783
JPMorgan Chase	CAFFE PRIMO 108, LLC	00000000003300977369
JPMorgan Chase	CAFFE PRIMO 110, LLC	00000000000607812133

Any bank, financial institution or brokerage firm, or third-party payment processor holding such monies and assets described above shall hold and retain within their control and prohibit the withdrawal, removal, transfer or other disposal of any such funds or other assets except as otherwise ordered by this Court.

VIII.

IT IS FURTHER ORDERED that, except as otherwise ordered by this Court, each of the Defendants Emilio Francisco; PDC Capital Group, LLC; Caffe Primo International, Inc.; SAL Assisted Living, LP; SAL Carmichael, LP; SAL Citrus Heights, LP; SAL Kern Canyon, LP; SAL Phoenix, LP; SAL Westgate, LP; Summerplace as Sarasota, LP; Summerplace at Clearwater, LP; Summerplace at Correll Palms, LP; TRC Tucson, LP; Clear Currents West, LP; Caffe Primo Management, LP; Caffe Primo Management 102, LP; Caffe Primo Management 103, LP; Caffe Primo Management 104, LP; Caffe Primo Management 105, LP; Caffe Primo Management 106, LP; Caffe Primo Management 107, LP; Caffe Primo Management 108, LP; and their officers, agents,

1 servants, employees, attorneys, subsidiaries and affiliates, and those persons in active
2 concert or participation with any of them, who receive actual notice of this Order, by
3 personal service or otherwise, and each of them, be and hereby are temporarily restrained
4 and enjoined from, directly or indirectly destroying, mutilating, concealing, transferring,
5 altering, or otherwise disposing of, in any manner, any documents, which includes all
6 books, records, computer programs, computer files, computer printouts, contracts, emails,
7 correspondence, memoranda, brochures, or any other documents of any kind in their
8 possession, custody, or control, however created, produced, or stored (manually,
9 mechanically, electronically, or otherwise), pertaining in any manner to Defendants
10 Emilio Francisco; PDC Capital Group, LLC; Caffe Primo International, Inc.; SAL
11 Assisted Living, LP; SAL Carmichael, LP; SAL Citrus Heights, LP; SAL Kern Canyon,
12 LP; SAL Phoenix, LP; SAL Westgate, LP; Summerplace as Sarasota, LP; Summerplace
13 at Clearwater, LP; Summerplace at Correll Palms, LP; TRC Tucson, LP; Clear Currents
14 West, LP; Caffe Primo Management, LP; Caffe Primo Management 102, LP; Caffe
15 Primo Management 103, LP; Caffe Primo Management 104, LP; Caffe Primo
16 Management 105, LP; Caffe Primo Management 106, LP; Caffe Primo Management 107,
17 LP; and Caffe Primo Management 108, LP.

18
19 **IX.**

20 IT IS FURTHER ORDERED that Mr. Thomas Seaman is appointed as temporary
21 receiver of Defendants PDC Capital Group, LLC; Caffe Primo International, Inc.; SAL
22 Assisted Living, LP; SAL Carmichael, LP; SAL Citrus Heights, LP; SAL Kern Canyon,
23 LP; SAL Phoenix, LP; SAL Westgate, LP; Summerplace as Sarasota, LP; Summerplace
24 at Clearwater, LP; Summerplace at Correll Palms, LP; TRC Tucson, LP; Clear Currents
25 West, LP; Caffe Primo Management, LP; Caffe Primo Management 102, LP; Caffe
26 Primo Management 103, LP; Caffe Primo Management 104, LP; Caffe Primo
27 Management 105, LP; Caffe Primo Management 106, LP; Caffe Primo Management 107,
28 LP; Caffe Primo Management 108, LP; and their subsidiaries and affiliates including but

1 not limited to Summerplace Management, LLC; PDC Partners Management, Inc.; and
2 FDC Partners Management, Inc., with full powers of an equity receiver, including, but
3 not limited to, full power over all funds, assets, collateral, premises (whether owned,
4 leased, occupied, or otherwise controlled), choses in action, books, records, papers and
5 other property belonging to, being managed by or in the possession of or control of
6 Defendants PDC Capital Group, LLC; Caffe Primo International, Inc.; SAL Assisted
7 Living, LP; SAL Carmichael, LP; SAL Citrus Heights, LP; SAL Kern Canyon, LP; SAL
8 Phoenix, LP; SAL Westgate, LP; Summerplace as Sarasota, LP; Summerplace at
9 Clearwater, LP; Summerplace at Correll Palms, LP; TRC Tucson, LP; Clear Currents
10 West, LP; Caffe Primo Management, LP; Caffe Primo Management 102, LP; Caffe
11 Primo Management 103, LP; Caffe Primo Management 104, LP; Caffe Primo
12 Management 105, LP; Caffe Primo Management 106, LP; Caffe Primo Management 107,
13 LP; Caffe Primo Management 108, LP; and their subsidiaries and affiliates including but
14 not limited to Summerplace Management, LLC; PDC Partners Management, Inc.; and
15 FDC Partners Management, Inc., and that such receiver is immediately authorized,
16 empowered and directed:

17
18 A. to have access to and to collect and take custody, control, possession, and
19 charge of all funds, assets, collateral, premises (whether owned, leased,
20 pledged as collateral, occupied, or otherwise controlled), choses in action,
21 books, records, papers and other real or personal property, wherever located,
22 of or managed by Defendants PDC Capital Group, LLC; Caffe Primo
23 International, Inc.; SAL Assisted Living, LP; SAL Carmichael, LP; SAL
24 Citrus Heights, LP; SAL Kern Canyon, LP; SAL Phoenix, LP; SAL
25 Westgate, LP; Summerplace as Sarasota, LP; Summerplace at Clearwater,
26 LP; Summerplace at Correll Palms, LP; TRC Tucson, LP; Clear Currents
27 West, LP; Caffe Primo Management, LP; Caffe Primo Management 102,
28 LP; Caffe Primo Management 103, LP; Caffe Primo Management 104, LP;

1 Caffè Primo Management 105, LP; Caffè Primo Management 106, LP;
2 Caffè Primo Management 107, LP; Caffè Primo Management 108, LP; and
3 their subsidiaries and affiliates including but not limited to Summerplace
4 Management, LLC; PDC Partners Management, Inc.; and FDC Partners
5 Management, Inc. (collectively, the “Assets”), with full power to sue,
6 foreclose, marshal, collect, receive, and take into possession all such Assets
7 (including access to and taking custody, control, and possession of all such
8 Assets);

9
10 B. to assume full control of Defendants PDC Capital Group, LLC; Caffè Primo
11 International, Inc.; SAL Assisted Living, LP; SAL Carmichael, LP; SAL
12 Citrus Heights, LP; SAL Kern Canyon, LP; SAL Phoenix, LP; SAL
13 Westgate, LP; Summerplace as Sarasota, LP; Summerplace at Clearwater,
14 LP; Summerplace at Correll Palms, LP; TRC Tucson, LP; Clear Currents
15 West, LP; Caffè Primo Management, LP; Caffè Primo Management 102,
16 LP; Caffè Primo Management 103, LP; Caffè Primo Management 104, LP;
17 Caffè Primo Management 105, LP; Caffè Primo Management 106, LP;
18 Caffè Primo Management 107, LP; Caffè Primo Management 108, LP; and
19 their subsidiaries and affiliates including but not limited to Summerplace
20 Management, LLC; PDC Partners Management, Inc.; and FDC Partners
21 Management, Inc., by removing, as the receiver deems necessary or
22 advisable, any director, officer, attorney, independent contractor, employee,
23 or agent of any of Defendants PDC Capital Group, LLC; Caffè Primo
24 International, Inc.; SAL Assisted Living, LP; SAL Carmichael, LP; SAL
25 Citrus Heights, LP; SAL Kern Canyon, LP; SAL Phoenix, LP; SAL
26 Westgate, LP; Summerplace as Sarasota, LP; Summerplace at Clearwater,
27 LP; Summerplace at Correll Palms, LP; TRC Tucson, LP; Clear Currents
28 West, LP; Caffè Primo Management, LP; Caffè Primo Management 102,

1 LP; Caffe Primo Management 103, LP; Caffe Primo Management 104, LP;
2 Caffe Primo Management 105, LP; Caffe Primo Management 106, LP;
3 Caffe Primo Management 107, LP; Caffe Primo Management 108, LP; and
4 their subsidiaries and affiliates including but not limited to Summerplace
5 Management, LLC; PDC Partners Management, Inc.; and FDC Partners
6 Management, Inc., and any named Defendant, from control of, management
7 of, or participation in, the affairs of Defendants PDC Capital Group, LLC;
8 Caffe Primo International, Inc.; SAL Assisted Living, LP; SAL Carmichael,
9 LP; SAL Citrus Heights, LP; SAL Kern Canyon, LP; SAL Phoenix, LP;
10 SAL Westgate, LP; Summerplace as Sarasota, LP; Summerplace at
11 Clearwater, LP; Summerplace at Correll Palms, LP; TRC Tucson, LP; Clear
12 Currents West, LP; Caffe Primo Management, LP; Caffe Primo
13 Management 102, LP; Caffe Primo Management 103, LP; Caffe Primo
14 Management 104, LP; Caffe Primo Management 105, LP; Caffe Primo
15 Management 106, LP; Caffe Primo Management 107, LP; Caffe Primo
16 Management 108, LP; and their subsidiaries and affiliates including but not
17 limited to Summerplace Management, LLC; PDC Partners Management,
18 Inc.; and FDC Partners Management, Inc.;

19
20 C. to have control of, and to be added as the sole authorized signatory for, all
21 accounts of the entities in receivership, including all accounts at any bank,
22 title company, escrow agent, financial institution or brokerage firm
23 (including any futures commission merchant) which has possession,
24 custody, or control of any Assets, or which maintains accounts over which
25 Defendants PDC Capital Group, LLC; Caffe Primo International, Inc.; SAL
26 Assisted Living, LP; SAL Carmichael, LP; SAL Citrus Heights, LP; SAL
27 Kern Canyon, LP; SAL Phoenix, LP; SAL Westgate, LP; Summerplace as
28 Sarasota, LP; Summerplace at Clearwater, LP; Summerplace at Correll

1 Palms, LP; TRC Tucson, LP; Clear Currents West, LP; Caffe Primo
2 Management, LP; Caffe Primo Management 102, LP; Caffe Primo
3 Management 103, LP; Caffe Primo Management 104, LP; Caffe Primo
4 Management 105, LP; Caffe Primo Management 106, LP; Caffe Primo
5 Management 107, LP; Caffe Primo Management 108, LP; and their
6 subsidiaries and affiliates including but not limited to Summerplace
7 Management, LLC; PDC Partners Management, Inc.; and FDC Partners
8 Management, Inc.; and/or any of its employees or agents have signatory
9 authority;

10
11 D. to conduct such investigation and discovery as may be necessary to locate
12 and account for all of the assets of or managed by Defendants PDC Capital
13 Group, LLC; Caffe Primo International, Inc.; SAL Assisted Living, LP; SAL
14 Carmichael, LP; SAL Citrus Heights, LP; SAL Kern Canyon, LP; SAL
15 Phoenix, LP; SAL Westgate, LP; Summerplace as Sarasota, LP;
16 Summerplace at Clearwater, LP; Summerplace at Correll Palms, LP; TRC
17 Tucson, LP; Clear Currents West, LP; Caffe Primo Management, LP; Caffe
18 Primo Management 102, LP; Caffe Primo Management 103, LP; Caffe
19 Primo Management 104, LP; Caffe Primo Management 105, LP; Caffe
20 Primo Management 106, LP; Caffe Primo Management 107, LP; Caffe
21 Primo Management 108, LP; and their subsidiaries and affiliates including
22 but not limited to Summerplace Management, LLC; PDC Partners
23 Management, Inc.; and FDC Partners Management, Inc., and to engage and
24 employ attorneys, accountants and other persons to assist in such
25 investigation and discovery;

26
27 E. to take such action as is necessary and appropriate to preserve and take
28 control of and to prevent the dissipation, concealment, or disposition of any

1 Assets;

2
3 F. to choose, engage, and employ attorneys, accountants, appraisers, and other
4 independent contractors and technical specialists, as the receiver deems
5 advisable or necessary in the performance of duties and responsibilities
6 under the authority granted by this Order;

7
8 G. to make an accounting, as soon as practicable, to this Court and the SEC of
9 the assets and financial condition of Defendants PDC Capital Group, LLC;
10 Caffe Primo International, Inc.; SAL Assisted Living, LP; SAL Carmichael,
11 LP; SAL Citrus Heights, LP; SAL Kern Canyon, LP; SAL Phoenix, LP;
12 SAL Westgate, LP; Summerplace as Sarasota, LP; Summerplace at
13 Clearwater, LP; Summerplace at Correll Palms, LP; TRC Tucson, LP; Clear
14 Currents West, LP; Caffe Primo Management, LP; Caffe Primo
15 Management 102, LP; Caffe Primo Management 103, LP; Caffe Primo
16 Management 104, LP; Caffe Primo Management 105, LP; Caffe Primo
17 Management 106, LP; Caffe Primo Management 107, LP; Caffe Primo
18 Management 108, LP; and their subsidiaries and affiliates including but not
19 limited to Summerplace Management, LLC; PDC Partners Management,
20 Inc.; and FDC Partners Management, Inc., and to file the accounting with
21 the Court and deliver copies thereof to all parties;

22
23 H. to make such payments and disbursements from the Assets taken into
24 custody, control, and possession or thereafter received by him or her, and to
25 incur, or authorize the making of, such agreements as may be necessary and
26 advisable in discharging his or her duties as temporary receiver;

27
28 I. to investigate and, where appropriate, to institute, pursue, and prosecute all

1 claims and causes of action of whatever kind and nature that may now or
2 hereafter exist as a result of the activities of present or past employees or
3 agents of Defendants PDC Capital Group, LLC; Caffe Primo International,
4 Inc.; SAL Assisted Living, LP; SAL Carmichael, LP; SAL Citrus Heights,
5 LP; SAL Kern Canyon, LP; SAL Phoenix, LP; SAL Westgate, LP;
6 Summerplace as Sarasota, LP; Summerplace at Clearwater, LP;
7 Summerplace at Correll Palms, LP; TRC Tucson, LP; Clear Currents West,
8 LP; Caffe Primo Management, LP; Caffe Primo Management 102, LP; Caffe
9 Primo Management 103, LP; Caffe Primo Management 104, LP; Caffe
10 Primo Management 105, LP; Caffe Primo Management 106, LP; Caffe
11 Primo Management 107, LP; Caffe Primo Management 108, LP; and their
12 subsidiaries and affiliates including but not limited to Summerplace
13 Management, LLC; PDC Partners Management, Inc.; and FDC Partners
14 Management, Inc.;

15
16 J. to institute, compromise, adjust, appear in, intervene in, or become party to
17 such actions or proceedings in state, federal, or foreign courts, which (i) the
18 receiver deems necessary and advisable to preserve or recover any Assets, or
19 (ii) the receiver deems necessary and advisable to carry out the receiver's
20 mandate under this Order; and

21
22 K. to have access to and monitor all mail, electronic mail, and video phone of
23 the entities in receivership in order to review such mail, electronic mail, and
24 video phone which he or she deems relates to their business and the
25 discharging of his or her duties as temporary receiver.

26
27 **X.**

28 IT IS FURTHER ORDERED that Defendants Emilio Francisco; PDC Capital

1 Group, LLC; Caffe Primo International, Inc.; SAL Assisted Living, LP; SAL Carmichael,
2 LP; SAL Citrus Heights, LP; SAL Kern Canyon, LP; SAL Phoenix, LP; SAL Westgate,
3 LP; Summerplace as Sarasota, LP; Summerplace at Clearwater, LP; Summerplace at
4 Correll Palms, LP; TRC Tucson, LP; Clear Currents West, LP; Caffe Primo
5 Management, LP; Caffe Primo Management 102, LP; Caffe Primo Management 103, LP;
6 Caffe Primo Management 104, LP; Caffe Primo Management 105, LP; Caffe Primo
7 Management 106, LP; Caffe Primo Management 107, LP; Caffe Primo Management 108,
8 LP; and their subsidiaries and affiliates, including all of the other entities in receivership,
9 and their officers, agents, servants, employees and attorneys, and any other persons who
10 are in custody, possession, or control of any assets, collateral, books, records, papers or
11 other property of or managed by any of the entities in receivership, shall forthwith give
12 access to and control of such property to the temporary receiver.

13
14 **XI.**

15 IT IS FURTHER ORDERED that no officer, agent, servant, employee or attorney
16 of Defendants Emilio Francisco; PDC Capital Group, LLC; Caffe Primo International,
17 Inc.; SAL Assisted Living, LP; SAL Carmichael, LP; SAL Citrus Heights, LP; SAL Kern
18 Canyon, LP; SAL Phoenix, LP; SAL Westgate, LP; Summerplace as Sarasota, LP;
19 Summerplace at Clearwater, LP; Summerplace at Correll Palms, LP; TRC Tucson, LP;
20 Clear Currents West, LP; Caffe Primo Management, LP; Caffe Primo Management 102,
21 LP; Caffe Primo Management 103, LP; Caffe Primo Management 104, LP; Caffe Primo
22 Management 105, LP; Caffe Primo Management 106, LP; Caffe Primo Management 107,
23 LP; and Caffe Primo Management 108, LP shall take any action or purport to take any
24 action, in the name of or on behalf of Defendants without the written consent of the
25 temporary receiver or order of this Court.

26
27 **XII.**

28 IT IS FURTHER ORDERED that, except by leave of this Court, during the

1 pendency of this receivership, all clients, investors, trust beneficiaries, note holders,
2 creditors, claimants, lessors and all other persons or entities seeking relief of any kind, in
3 law or in equity, from Defendants Emilio Francisco; PDC Capital Group, LLC; Caffè
4 Primo International, Inc.; SAL Assisted Living, LP; SAL Carmichael, LP; SAL Citrus
5 Heights, LP; SAL Kern Canyon, LP; SAL Phoenix, LP; SAL Westgate, LP;
6 Summerplace as Sarasota, LP; Summerplace at Clearwater, LP; Summerplace at Correll
7 Palms, LP; TRC Tucson, LP; Clear Currents West, LP; Caffè Primo Management, LP;
8 Caffè Primo Management 102, LP; Caffè Primo Management 103, LP; Caffè Primo
9 Management 104, LP; Caffè Primo Management 105, LP; Caffè Primo Management 106,
10 LP; Caffè Primo Management 107, LP; Caffè Primo Management 108, LP; or their
11 subsidiaries or affiliates, and all persons acting on behalf of any such investor, trust
12 beneficiary, note holder, creditor, claimant, lessor, consultant group or other person,
13 including sheriffs, marshals, servants, agents, employees, and attorneys, are hereby
14 restrained and enjoined from, directly or indirectly, with respect to these persons and
15 entities:

- 16
- 17 A. commencing, prosecuting, continuing or enforcing any suit or proceeding
18 (other than the present action by the SEC or any other action by the
19 government) against any of them;
- 20
- 21 B. using self-help or executing or issuing or causing the execution or issuance
22 of any court attachment, subpoena, replevin, execution or other process for
23 the purpose of impounding or taking possession of or interfering with or
24 creating or enforcing a lien upon any property or property interests owned
25 by or in the possession of Defendants Emilio Francisco; PDC Capital Group,
26 LLC; Caffè Primo International, Inc.; SAL Assisted Living, LP; SAL
27 Carmichael, LP; SAL Citrus Heights, LP; SAL Kern Canyon, LP; SAL
28 Phoenix, LP; SAL Westgate, LP; Summerplace as Sarasota, LP;

1 Summerplace at Clearwater, LP; Summerplace at Correll Palms, LP; TRC
2 Tucson, LP; Clear Currents West, LP; Caffe Primo Management, LP; Caffe
3 Primo Management 102, LP; Caffe Primo Management 103, LP; Caffe
4 Primo Management 104, LP; Caffe Primo Management 105, LP; Caffe
5 Primo Management 106, LP; Caffe Primo Management 107, LP; and Caffe
6 Primo Management 108, LP; and

7
8 C. doing any act or thing whatsoever to interfere with taking control,
9 possession or management by the temporary receiver appointed hereunder of
10 the property and assets owned, controlled or managed by or in the
11 possession of Defendants Emilio Francisco; PDC Capital Group, LLC; Caffe
12 Primo International, Inc.; SAL Assisted Living, LP; SAL Carmichael, LP;
13 SAL Citrus Heights, LP; SAL Kern Canyon, LP; SAL Phoenix, LP; SAL
14 Westgate, LP; Summerplace as Sarasota, LP; Summerplace at Clearwater,
15 LP; Summerplace at Correll Palms, LP; TRC Tucson, LP; Clear Currents
16 West, LP; Caffe Primo Management, LP; Caffe Primo Management 102,
17 LP; Caffe Primo Management 103, LP; Caffe Primo Management 104, LP;
18 Caffe Primo Management 105, LP; Caffe Primo Management 106, LP;
19 Caffe Primo Management 107, LP; and Caffe Primo Management 108, LP,
20 or in any way to interfere with or harass the temporary receiver or his or her
21 attorneys, accountants, employees, or agents or to interfere in any manner
22 with the discharge of the temporary receiver's duties and responsibilities
23 hereunder.

24
25 **XIII.**

26 IT IS FURTHER ORDERED that Defendants Emilio Francisco; PDC Capital
27 Group, LLC; Caffe Primo International, Inc.; SAL Assisted Living, LP; SAL Carmichael,
28 LP; SAL Citrus Heights, LP; SAL Kern Canyon, LP; SAL Phoenix, LP; SAL Westgate,

1 LP; Summerplace as Sarasota, LP; Summerplace at Clearwater, LP; Summerplace at
2 Correll Palms, LP; TRC Tucson, LP; Clear Currents West, LP; Caffe Primo
3 Management, LP; Caffe Primo Management 102, LP; Caffe Primo Management 103, LP;
4 Caffe Primo Management 104, LP; Caffe Primo Management 105, LP; Caffe Primo
5 Management 106, LP; Caffe Primo Management 107, LP; Caffe Primo Management 108,
6 LP; and their subsidiaries, affiliates, officers, agents, servants, employees and attorneys,
7 shall cooperate with and assist the temporary receiver and shall take no action, directly or
8 indirectly, to hinder, obstruct, or otherwise interfere with the temporary receiver or his or
9 her attorneys, accountants, employees or agents, in the conduct of the temporary
10 receiver's duties or to interfere in any manner, directly or indirectly, with the custody,
11 possession, management, or control by the temporary receiver of the funds, assets,
12 collateral, premises, and choses in action described above.

13
14 **XIV.**

15 IT IS FURTHER ORDERED that Defendants PDC Capital Group, LLC; Caffe
16 Primo International, Inc.; SAL Assisted Living, LP; SAL Carmichael, LP; SAL Citrus
17 Heights, LP; SAL Kern Canyon, LP; SAL Phoenix, LP; SAL Westgate, LP;
18 Summerplace as Sarasota, LP; Summerplace at Clearwater, LP; Summerplace at Correll
19 Palms, LP; TRC Tucson, LP; Clear Currents West, LP; Caffe Primo Management, LP;
20 Caffe Primo Management 102, LP; Caffe Primo Management 103, LP; Caffe Primo
21 Management 104, LP; Caffe Primo Management 105, LP; Caffe Primo Management 106,
22 LP; Caffe Primo Management 107, LP; Caffe Primo Management 108, LP; and their
23 subsidiaries and affiliates including but not limited to Summerplace Management, LLC;
24 PDC Partners Management, Inc.; and FDC Partners Management, Inc., shall pay the
25 costs, fees and expenses of the temporary receiver incurred in connection with the
26 performance of his or her duties described in this Order, including the costs and expenses
27 of those persons who may be engaged or employed by the temporary receiver to assist
28 him or her in carrying out his or her duties and obligations. All applications for costs,

1 fees, and expenses for services rendered in connection with the receivership other than
2 routine and necessary business expenses in conducting the receivership, such as salaries,
3 rent, and any and all other reasonable operating expenses, shall be made by application
4 setting forth in reasonable detail the nature of the services and shall be heard by the
5 Court.

6
7 **XV.**

8 IT IS FURTHER ORDERED that no bond shall be required in connection with the
9 appointment of the temporary receiver. Except for an act of gross negligence, the
10 temporary receiver shall not be liable for any loss or damage incurred by any of the
11 defendants, their officers, agents, servants, employees and attorneys or any other person,
12 by reason of any act performed or omitted to be performed by the temporary receiver in
13 connection with the discharge of his or her duties and responsibilities.

14
15 **XVI.**

16 IT IS FURTHER ORDERED that representatives of the SEC and any other
17 government agency are authorized to have continuing access to inspect or copy any or all
18 of the corporate books and records and other documents of Defendants PDC Capital
19 Group, LLC; Caffe Primo International, Inc.; SAL Assisted Living, LP; SAL Carmichael,
20 LP; SAL Citrus Heights, LP; SAL Kern Canyon, LP; SAL Phoenix, LP; SAL Westgate,
21 LP; Summerplace as Sarasota, LP; Summerplace at Clearwater, LP; Summerplace at
22 Correll Palms, LP; TRC Tucson, LP; Clear Currents West, LP; Caffe Primo
23 Management, LP; Caffe Primo Management 102, LP; Caffe Primo Management 103, LP;
24 Caffe Primo Management 104, LP; Caffe Primo Management 105, LP; Caffe Primo
25 Management 106, LP; Caffe Primo Management 107, LP; Caffe Primo Management 108,
26 LP; and their subsidiaries and affiliates including but not limited to Summerplace
27 Management, LLC; PDC Partners Management, Inc.; and FDC Partners Management,
28 Inc., and the other entities in receivership, and continuing access to inspect their funds,

1 property, assets and collateral, wherever located.

2
3 **XVII.**

4 IT IS FURTHER ORDERED that this Temporary Restraining Order shall expire at
5 6:00 p.m. on January 23, 2017, unless for good cause shown it is extended or the parties
6 against whom it is directed consent via a joint stipulation that it may be extended for a
7 longer period.

8
9 **XVIII.**

10 IT IS FURTHER ORDERED that at 3:00 p.m. on January 23, 2017, or as soon
11 thereafter as the parties may be heard, the Defendants, and each of them, shall appear
12 before the Honorable Cormac J. Carney, Judge of the United States District Court for the
13 Central District of California, to show cause, if there be any, why a preliminary
14 injunction should not be granted and Mr. Thomas Seaman be appointed as permanent
15 receiver. Any declarations, affidavits, points and authorities, or other submissions in
16 opposition to the issuance of such a preliminary injunction and the appointment of a
17 permanent receiver shall be filed with the Court no later than 12:00 p.m. on January 17,
18 2017. Any reply papers shall be filed by the SEC with the Court no later than 12:00 p.m.
19 on January 20, 2017. The foregoing briefing and hearing schedule for the Court's order
20 to show cause can be modified by mutual consent of the parties and approval by the
21 Court.

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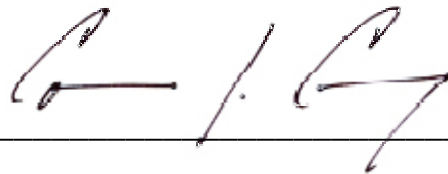
27 //

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XIX.

IT IS FURTHER ORDERED that this Court shall retain jurisdiction over this action for the purpose of implementing and carrying out the terms of all orders and decrees which may be entered herein and to entertain any suitable application or motion for additional relief within the jurisdiction of this Court.

DATED: January 5, 2017



CORMAC J. CARNEY
UNITED STATES DISTRICT JUDGE

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