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

SECURITIES AND EXCHANGE  
COMMISSION,

Plaintiff,

v.

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 103, LP; CAFFE  
PRIMO MANAGEMENT 104, LP; CAFFE  
PRIMO MANAGEMENT 105, LP; CAFFE  
PRIMO MANAGEMENT 106, LP; CAFFE  
PRIMO MANAGEMENT 107, LP; and  
CAFFE PRIMO MANAGEMENT 108, LP,

Defendants.

Case No. 8:16-cv-02257-CJC-DFM

[PROPOSED] ORDER  
APPROVING STIPULATION  
GRANTING RECEIVER  
AUTHORITY TO ABANDON  
STOCKTON PROPERTY AND  
LENDER RELIEF FROM  
LITIGATION STAY TO PURSUE  
FORECLOSURE

Ctrm: 7C, 7th Floor  
Judge: Hon. Cormac J. Carney

1 The Court, having considered the Stipulation Granting Receiver Authority to  
2 Abandon the Stockton Property and Lender Relief From Litigation Stay to Pursue  
3 Foreclosure ("Stipulation"), by and between (1) Thomas A. Seaman ("Receiver"),  
4 the Court-appointed receiver for the PDC Capital Group, LLC, and their subsidiaries  
5 and affiliates<sup>1</sup> (collectively, "Receivership Entities"); (2) Plaintiff Securities and  
6 Exchange Commission ("SEC"); and (3) Private Mortgage Fund LLC ("Lender")  
7 (collectively, the "Parties"), and finding good cause, approves the Stipulation in its  
8 entirety and orders as follows:

9 **IT IS ORDERED:**

- 10 1. The Stipulation is approved.
- 11 2. The Receiver is deemed to have abandoned the Property without  
12 further order of this Court, and the Litigation Stay is lifted as to Lender to allow  
13 Lender to conclude a foreclosure sale without further order of this Court. Lender  
14 waives all monetary claims against the Receivership Entities. The foregoing waiver  
15 will not be deemed, interpreted or construed to constitute a waiver by Lender of  
16 Lender's rights to pursue and complete non-judicial foreclosure proceedings with  
17 respect to the Deed of Trust securing the Loan.

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25 <sup>1</sup> As used herein, "Receivership Entities" refers to the following specifically named entities:  
26 PDC Capital Group, LLC; Caffe Primo International, Inc.; SAL Assisted Living, LP; SAL  
27 Carmichael, LP; SAL Citrus Heights, LP; SAL Kern Canyon, LP; SAL Phoenix, LP; SAL  
28 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 through Caffe Primo Management 108, LP (collectively,  
"Named Entities"); and their subsidiaries and affiliates including but not limited to SAL  
Lincoln Village, IL; Lincoln Village IL, LLC; Lincoln Village IL, LP; Lincoln  
Village SNF, LLC; Lincoln Village SNF, LP; (collectively, "Affiliated Entities").

1           3. All other provisions of this Court's prior orders remain in full force and  
2 effect. This Court retains jurisdiction for the purpose of implementing and carrying  
3 out the terms of this Stipulation and to entertain any suitable application or motion  
4 for additional relief within the jurisdiction of this Court.

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Dated: \_\_\_\_\_

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Hon. Cormac J. Carney  
Judge, United States District Court