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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 affiliates¹ (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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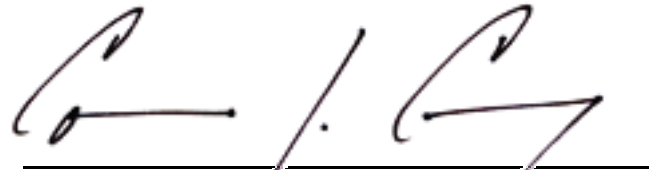
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25 ¹ As used herein, "Receivership Entities" refers to the following specifically named entities:
26 PDC Capital Group, LLC; Caffe Primo International, Inc.; SAL Assisted Living, LP; SAL
27 Carmichael, LP; SAL Citrus Heights, LP; SAL Kern Canyon, LP; 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: 12/12/2018



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