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11 Attorneys for Receiver
12 THOMAS A. SEAMAN

13 UNITED STATES DISTRICT COURT
14 CENTRAL DISTRICT OF CALIFORNIA
15 SOUTHERN DIVISION

16 SECURITIES AND EXCHANGE
COMMISSION,

17 Plaintiff,

18 v.

19 EMILIO FRANCISCO; PDC CAPITAL
GROUP, LLC; CAFFE PRIMO
INTERNATIONAL, INC.; SAL
20 ASSISTED LIVING, LP; SAL
CARMICHAEL, LP; SAL CITRUS
21 HEIGHTS, LP; SAL KERN
CANYON, LP; SAL PHOENIX, LP;
22 SAL WESTGATE, LP;
SUMMERPLACE AT SARASOTA, LP;
23 SUMMERPLACE AT
CLEARWATER, LP; SUMMERPLACE
24 AT CORRELL PALMS, LP;
TRC TUCSON, LP; CLEAR
25 CURRENTS WEST, LP; CAFFE
PRIMO MANAGEMENT, LP; CAFFE
26 PRIMO MANAGEMENT 102, LP; et al.,

27 Defendants.
28

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

**DECLARATION OF THOMAS A.
SEAMAN IN SUPPORT OF
MOTION FOR APPROVAL OF
RECEIVER'S PROPOSED
DISTRIBUTION PLAN AND
AUTHORIZATION TO PROCEED
WITH INTERIM DISTRIBUTION
AND CLOSING TASKS**

Date: September 23, 2019
Time: 1:30 p.m.
Ctmm: 7C, 7th Floor
Judge: Hon. Cormac J. Carney

1 I, Thomas A. Seaman, declare:

2 1. I am the Court-appointed permanent Receiver for the Defendant
3 Entities¹ (collectively, "Receivership Entities"), pursuant to the Preliminary
4 Injunction Against All Defendants ("PI Order"). (Dkt. No. 36.) I have personal
5 knowledge of the facts set forth in this declaration and, if called as a witness, could
6 and would testify competently to such facts under oath. Upon my appointment, I
7 took over control of the Receivership Entities. (*See* Footnote 1.) I have marshaled
8 the assets, gathered documents and business records, and investigated the overall
9 receivership enterprise. Since the inception of the receivership, I have taken control
10 over all identified real and personal property assets (collectively "Assets") of the
11 Receivership Entities.

12 2. This declaration is made in support of the Motion for Approval of
13 Receiver's Proposed Distribution Plan and Authorization to Proceed With Interim
14 Distribution and Closing Tasks. Attached hereto as Exhibit A is the Proposed
15 Distribution Plan for PDF Capital Group LLC and the Receivership Entities (the
16 "Distribution Plan").

17 3. I have liquidated most of the Assets and completed the accounting, the
18 claims process and other material tasks contemplated by the Appointment Order,
19 save the distribution of assets as proposed herein. At this time the remaining work to
20 be completed prior to making a final distribution and closing the case is as follows:
21 selling the sole remaining real and personal property located at and commonly
22 known as Professional Loading Services, 3616 Eastside Highway, Stevensville,
23

24 ¹ The entities included in the receivership are PDC Capital Group, LLC; Caffe Primo
25 International, Inc.; SAL Senior Living, LP; SAL Carmichael, LP; SAL Citrus Heights, LP;
26 SAL Kern Canyon, LP; SAL Phoenix, LP; SAL Westgate, LP; Summerplace at Sarasota, LP;
27 Summerplace at Clearwater, LP; Summerplace at Correll Palms, LP; TRC Tucson, LP; and
28 their subsidiaries and affiliates, including, but not limited to, Summerplace Management, LLC;
PDC Partners Management, Inc.; FDC Partners Management, Inc.; Summerplace Management,
LLC; PDC Partners Management, Inc.; FDC Partners Management, Inc.; KPF Capital, LLC;
FDC Capital Partners, LLC; MSL US Fund I, LLC; MPoint Land & Development, Inc.;
Summerplace at Correll Palms, LLC; Summerplace at Correll Palms, LP; Summerplace at
Orlando-Summerfield, LLC; and Summerplace at Orlando-Summerfield, LP.

1 Montana (the "Montana Property"), collecting two outstanding receivables arising
2 out of the Phoenix and Tucson sale transactions, preparing final tax returns,
3 destroying records, paying administrative expenses, and preparing a final accounting
4 at the close of the case (collectively "Closing Tasks"). It is possible that it will take
5 another 12 months to complete the Closing Tasks. During this time, there will be
6 very little work to be performed by the professionals or me because we will primarily
7 be waiting for the Phoenix and Tucson obligations to mature.

8 4. Once the Closing Tasks are completed, I will file a motion to make a
9 final distribution, destroy records, pay the administrative expenses, discharge the
10 Receiver and close the receivership.

11 5. Based upon my accounting, I have determined that the Defendants
12 raised approximately \$72.05 million from approximately 130 investors through
13 private placement offerings related to real estate projects. These proposed projects
14 were to be either senior assisted living facilities or Caffe Primo restaurants and were
15 ostensibly being developed in a manner consistent with the investors' goals of
16 qualifying for green cards under the EB-5 investor immigration program. As
17 previously reported, the investors' funds were diverted from their original purpose.
18 Consequently, most of the investor funds were commingled and used to purchase, in
19 whole or in part, 16 real properties plus an ammunition company in Montana. These
20 16 properties consisted of a variety of parcels of raw land in California and Florida,
21 along with two projects in Arizona. Aside from the project in Tucson, Arizona, none
22 of the properties were developed into operating assisted living facilities.

23 6. Based upon the sale of the foregoing real properties, a luxury yacht and
24 the personal property associated with the Caffe Primo entities, the proceeds from the
25 conclusion of several lawsuits, and interest income earned on cash, I have recovered
26 \$16,989,832.36, and I am currently holding \$11,287,932.55. In addition, I anticipate
27 collecting sales proceeds from the Montana Property, \$256,250 in connection with a
28 promissory note arising out of the sale of the Phoenix Property and a contingent loss

1 reserve of \$150,000 as part of the Tucson asset sale (collectively, "Arizona Property
2 Funds.") Ignoring these potential additional sources of funds, I recommend
3 establishing a reserve of \$1,550,000 to pay future administrative expenses, estimated
4 taxes, and other contingencies. This will leave \$9.378 million for an **interim**
5 distribution to claimants.

6 7. I am proposing to establish a reserve pending the completion of the
7 Closing Tasks. The reserve is comprised of the following contingent liabilities,
8 discussed in further detail below:

9	Professional fees held back pending final accounting	\$550,000
10	April, May and June 2019 fees	\$100,000
11	Future costs of administration	\$150,000
12	Potential tax liabilities	\$300,000
	Tax preparation	\$250,000
	Tucson Medicare audit reserve	\$150,000
	Contingencies	\$50,000
13	<hr/> Total	<hr/> \$1,550,000

14 8. The reserve will likely not be fully needed, however, since there are no
15 other sources of income, I believe it is prudent to set aside sufficient funds to address
16 unexpected and unknown costs. After the sale of the Montana Property, the recovery
17 of the Arizona Property Funds, reconciliation of the Tucson Medicare audit reserve,
18 and completion of tax returns, I propose to submit a final accounting and seek
19 approval will make a small final distribution to investors. Alternatively, under
20 certain circumstances, I may propose to turn over the surplus reserve funds to the
21 Commission.

22 9. Per the prior claims motions, I have validated the claims of 138
23 investors for a total of \$66,340,000. In addition, I received non-investor claims that I
24 proposed allowing in the amount of \$147,695. The Court granted the Omnibus
25 Claims Motion on May 13, 2019, approving allowed claim amounts as set forth
26 therein. [Dkt. 340]. Based on the total allowed claims of \$66,487,695, the total
27 distribution of \$9.9 million will represent a recovery of 14.9% of losses.

28

1 10. The Distribution Plan calls for payment of administrative expenses of
2 the Receiver and his professionals; in this case, Allen Matkins and Berkeley
3 Research Group (collectively, the "Professionals.") These Professionals provided
4 and continue to provide legal and forensic computer services required by me. The
5 Professionals and I have submitted interim fee applications to the Court for work
6 performed over a set period of time. In each case, the Professionals requested
7 interim approval of 100% of their fees, but payment of only 80% in the case of the
8 Receiver's counsel and 90% for the Receiver's fees and Berkeley Research Group's
9 fees. This 20% and 10% was held back pending the conclusion of the receivership.

10 11. To date, the Professionals and I have recovered nearly \$17 million in
11 cash and successfully concluded litigation. Given the overall success of the
12 receivership, the Receiver and Professionals will file a motion requesting payment of
13 their final fee applications and payment of the 20% and 10% hold backs at such time
14 as the closing motions are filed. To date, the total amount of Professional fees held
15 back is \$540,000.

16 12. The Reserve also provides for \$250,000 for to cost to prepare income
17 tax returns. The tax preparation work has been complex due to the number of
18 entities, the need to file certain pre-receiver tax returns, and the Qualified Settlement
19 Fund returns. The reserve also provides for \$100,000 to cover professional fees
20 incurred for May, June and July 2019, and \$150,000 in estimated fees of the
21 Receiver and his counsel to conclude the sale of the remaining asset and close the
22 estate.

23 13. The tax accountants are in the process of preparing tax returns, and I do
24 not expect there to be further tax liability, however, the IRS and State taxing
25 agencies maintain certain audit rights. As such, I have also provided for a reserve of
26 \$300,000 for potential tax liabilities. The reserve also provides for a reserve of
27 \$150,000 arising from the contingent liability of a Medicare audit of Tucson TRC
28 post-receiver accounts receivable.

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

3 Executed this 15th day of August, 2019, at Orange County, California.
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6 Thomas A. Seaman _____
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EXHIBIT A

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11 Attorneys for Receiver
12 THOMAS A. SEAMAN

13 UNITED STATES DISTRICT COURT
14 CENTRAL DISTRICT OF CALIFORNIA

15 SECURITIES AND EXCHANGE
COMMISSION,

16 Plaintiff,

17 v.

18 EMILIO FRANCISCO; PDC CAPITAL
GROUP, LLC; CAFFE PRIMO
INTERNATIONAL, INC.; SAL
19 ASSISTED LIVING, LP; SAL
CARMICHAEL, LP; SAL CITRUS
20 HEIGHTS, LP; SAL KERN CANYON,
LP; SAL PHOENIX, LP; SAL
21 WESTGATE, LP; SUMMERPLACE
AT SARASOTA, LP; SUMMERPLACE
22 AT CLEARWATER, LP;
SUMMERPLACE AT CORRELL
23 PALMS, LP; TRC TUCSON, LP;
CLEAR CURRENTS WEST, LP;
24 CAFFE PRIMO MANAGEMENT, LP;
CAFFE PRIMO MANAGEMENT 102,
25 LP; et al.,

26 Defendants.
27
28

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

**RECEIVER'S [PROPOSED]
DISTRIBUTION PLAN FOR PDC
CAPITAL GROUP, LLC
RECEIVERSHIP ENTITIES**

1 **I. DEFINITIONS**

2 Unless the context otherwise requires, the following terms have the following
3 meanings when used in their capitalized forms herein. Such meanings are equally
4 applicable to both the singular and plural forms of the terms.

5 **Administrative Claim.** Claims arising from post-Receivership Date services
6 and activities such as services rendered by the Receiver and for the Receiver by
7 attorneys and accountants, goods and services provided by vendors; as well as
8 certain state and federal taxes not addressed by the below described Claim Order.

9 **Allowed Claim.** Any Claim allowed by the Court pursuant to that Order
10 Approving Receiver's Recommended Treatment of Claims ("Claim Order") filed in
11 the Receivership Case on May 13, 2019 [Docket 340.] The amount of each Allowed
12 Claim is set forth on Exhibits A and B to the Declaration of Thomas Seaman,
13 located at Dkt. 323-2.

14 **Claims Bar Date.** July 10, 2018.

15 **Cash.** All cash and cash equivalents of the Receivership Entities held by the
16 Receiver.

17 **Claim.** Any right to payment from the Receivership Entities whether or not
18 such right is reduced to judgment, liquidated, unliquidated, contingent, matured,
19 unmatured, disputed, undisputed, legal, equitable, secured, or unsecured.

20 **Claimant.** Holder of an Allowed Claim.

21 **Court.** United States District Court for the Central District of California.

22 **EB-5 Investor Claimant.** Holder of a claim that arises from one or more
23 investments with the Receivership Entities by an individual investor who sought a
24 green card through the EB-5 program. The allowed EB-5 Investor Claimant claims
25 are set forth on Exhibit A to the Declaration of Thomas Seaman, located at
26 Dkt. 323-2 ("Seaman Declaration").

27 **Estate or Receivership Estate.** All assets, including Cash, loans, licenses,
28 claims, causes of action, or rights of recovery held by the Receiver on behalf of the

1 Receivership Entities.

2 **Pro Rata Share.** A proportionate share such that the ratio of the
3 consideration distributed on account of an Allowed Claim to the amount of such
4 Allowed Claim is the same as the ratio of the consideration distributed on account of
5 all Allowed Claims to the amount of all Allowed Claims. In other words, in
6 calculating each Pro Rata Share, the total Allowed Claims will be added together to
7 arrive at a denominator, and each individual Allowed Claim will be used as a
8 numerator, to arrive at the percentage of the Pro Rata distribution amount of each
9 Allowed Claim.

10 **Receiver.** Thomas A. Seaman

11 **Receivership Case.** That certain litigation, pending in the Court, known as
12 *Securities and Exchange Commission v. PDC Capital Group, LLC, et. al.*, Case
13 No. 8:16-cv-02257-CJC-DFM, the Honorable Cormac J. Carney, presiding.

14 **Receivership Date.** January 5, 2017.

15 **Reserve Cash.** Cash in an amount approved by the Court to satisfy
16 Administrative Claims, including but not limited to operating expenses, the
17 Receiver's and professionals' fees, Qualified Settlement Fund taxes, and other taxes
18 that may be due or owing. The Receiver has applied to the Court to establish a
19 reserve of \$1,500,000. The remaining balance of the reserve will be distributed at
20 such time as the Receiver obtains Court approval to make a final distribution to
21 investors and creditors, discharge the Receiver, and to close the receivership (the
22 "Closing Motion".)

23 **II. TREATMENT OF CLAIMS**

24 **A. Administrative Claims**

25 Administrative Claims will be paid in full from Cash after proper application
26 and approval by the Court. Notwithstanding the foregoing, Administrative Claims,
27 not including fees and costs of the Receiver and his professionals, that represent tax
28 liabilities or liabilities incurred in the ordinary course of administration of the

1 Receivership Estate shall be paid by the Receiver in the ordinary course, without
2 approval of the Court. The Receiver may apply to the Court for approval of the
3 payment of taxes in his reasonable discretion. Cash coming into the Receivership
4 Estate after approval of this Distribution Plan shall be added to Reserve Cash.
5 Administrative Claims arising on and after approval of the Distribution Plan, after
6 proper application and approval by the Court, shall be paid directly from Reserve
7 Cash.

8 **B. Allowed Claims**

9 1. EB-5 Investor Claims.

10 The EB-5 Investors were not required to submit claims because the Receiver
11 had previously verified the amount of each claim of the EB-5 Investor Claimants.
12 As such, for those EB-5 Investor Claims set forth as allowed claims in Exhibit A to
13 the Seaman Declaration, distributions will be made to EB-5 Investor Claimants on a
14 pro rata basis, as described below.

15 2. Non-EB-5 Claims.

16 Distributions shall be made to non-EB-5 Claimants consistent with their
17 Allowed Claims as set forth on Exhibit B to the Seaman Declaration.

18 Claimants, both allowed EB-5 and non-EB-5 Claimants, shall receive Cash in
19 an amount equal to such Claimant's Pro Rata Share of total funds to be distributed to
20 all Allowed Claimants.

21 **III. DISTRIBUTIONS**

22 **A. Distribution Payments**

23 The Receiver proposes to make an interim distribution of approximately
24 \$9.378 million to the Claimants following entry of an order approving this
25 Distribution Plan. At such time as Receiver files the Closing Motion, the Receiver
26 will seek separate authority to make a final distribution, if funds are available. The
27 Receiver anticipates filing the Closing Motion seeking approval to make the final
28 distribution by the end of the third quarter of 2020 depending upon the recovery of

1 several outstanding debts, filing of tax returns and closing of a sale of the Montana
2 Property. Claimants shall receive an interim distribution reflecting a Pro Rata Share
3 distribution from Cash other than Reserve Cash, as soon as practicable after the
4 Court has entered the Order approving the Distribution Plan. All distributions shall
5 be made in Cash in the form of either a check or wire transfer in U.S. dollars.
6 Claimants shall be responsible for any and all wire charges. Unless the Claimant
7 requests otherwise, Distributions shall be directed to the name and address stated on
8 the proof of claim form submitted to the Receiver, or, in the case of EB-5 Investors
9 who did not submit claims, to the name and address reflected in the company
10 records in the Receiver's possession.

11 Once the Closing Tasks have been completed, the Receiver shall seek final
12 approval of all fees and costs incurred by himself and his professionals, approval of
13 a specified amount of Reserve Cash necessary to close the Receivership Case, a
14 final distribution, discharge of the Receiver and approval to close the receivership.

15 **B. Uncashed Distributions**

16 The Receiver shall conduct a reasonable investigation into distribution
17 payments that remain uncashed 90 days after they were issued for the purpose of
18 identifying correct addresses for the applicable Claimants. If a correct address can
19 be identified, the payment shall be reissued. If a correct address cannot be
20 identified, the Claimant's Claim will be automatically and permanently
21 extinguished. Any funds remaining in receivership accounts 90 days after the
22 interim distribution checks have been issued shall be retained and pooled with the
23 remaining funds (i.e. Cash Reserves) in the receivership and paid out as part of the
24 final distribution to Claimants. Any funds remaining in the receivership accounts 90
25 days after the final distribution checks have been issued should be held for use by
26 the Receiver and Reserves per the Receiver's Closing motion and then turned over to
27 the United States Treasury in accordance with the Closing Motion.

28

1 **IV. RETENTION OF JURISDICTION**

2 The Court shall have and retain exclusive jurisdiction over matters arising out
3 of, or related to the receivership and the Distribution Plan including but not limited
4 to the following:

5 1. To consider any modifications to the Distribution Plan, to cure any
6 defect or omission, or reconcile any inconsistency in the Distribution Plan and to
7 address tax issues or any order of the Court;

8 2. To hear and determine any objection or other dispute with respect to
9 Claims or distribution amounts;

10 3. To protect the property of the receivership estate and the Receiver from
11 adverse claims or interference with the Distribution Plan or the Receiver;

12 4. To issue such orders in aid of execution of the Distribution Plan as may
13 be necessary and appropriate;

14 5. To hear and determine all applications for compensation and
15 reimbursement of expenses of the Receiver and his professionals;

16 6. To recover all assets of the Receivership Estate, wherever located;

17 7. To hear and determine all litigation, causes of action and all
18 controversies, suits, and disputes that may arise in connection with the
19 interpretation, implementation, or enforcement of the Distribution Plan; and

20 8. To consider Receiver's closing motions and enter a final decree closing
21 the Receivership Case and discharging the Receiver.

22 **V. MISCELLANEOUS PROVISIONS**

23 The Distribution Plan supersedes all prior discussions, understandings,
24 agreements, and documents pertaining or relating to any subject matter of the
25 Distribution Plan. The headings used herein are inserted for convenience only and
26 neither constitute a portion of the Distribution Plan nor in any manner shall they
27 affect the provisions or interpretation(s) of the Distribution Plan. All notices,
28 requests, and demands to or upon the Receiver to be effective shall be in writing

1 (including, without limitation, by email or facsimile transmission) addressed as
2 follows:

3 Thomas A. Seaman
4 Judicial Receiver
5 3 Park Plaza, Suite 550
6 Irvine, CA 92614

7 with a copy to:

8 David R. Zaro, Esq.
9 Allen Matkins Leck Gamble Mallory & Natsis LLP
10 865 S. Figueroa Street, Suite 2800
11 Los Angeles, CA 90017-2543

12 Dated: August 20, 2019

ALLEN MATKINS LECK GAMBLE
MALLORY & NATSIS LLP
DAVID R. ZARO

By: /s/ David R. Zaro
DAVID R. ZARO
Attorneys for Permanent Receiver
THOMAS A. SEAMAN

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PROOF OF SERVICE

Securities and Exchange Commission v. Emilio Francisco; PDC Capital Group, LLC, et al.,
USDC, Central District of California – Case No. 8:16-cv-02257-CJC-DFM

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 **August 20, 2019**, I caused to be served the document entitled: **DECLARATION OF THOMAS A. SEAMAN IN SUPPORT OF MOTION FOR APPROVAL OF RECEIVER'S PROPOSED DISTRIBUTION PLAN AND AUTHORIZATION TO PROCEED WITH INTERIM DISTRIBUTION AND CLOSING TASKS** on all the parties to this action addressed as stated on the attached service list.

- 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.

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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 **August 20, 2019** at Los Angeles, California.

/s/ Martha Diaz

Martha Diaz

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SERVICE LIST

Securities and Exchange Commission v. Emilio Francisco; PDC Capital Group, LLC, et al.,
USDC, Central District of California – Case No. 8:16-cv-02257-CJC-DFM

Emilio Francisco
15 Rue Saint Cloud
Newport Beach, CA 92660