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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

ORDER APPROVING
STIPULATION GRANTING
RECEIVER AUTHORITY TO
ABANDON MERCED 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 Merced 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) the Stan Shore Trust dated October 5, 2004
7 ("Lender") (collectively, the "Parties"), and finding good cause, approves the
8 Stipulation in its 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 real property located at
12 and commonly known as 3015 Park Avenue, Merced, CA 95601, (the "Merced
13 Property"), without further order of this Court, and the Litigation Stay is lifted as to
14 Lender to allow Lender to conclude a foreclosure sale as to the Merced Property
15 without further order of this Court. Lender waives all monetary claims against the
16 Receivership Entities. The foregoing waiver will not be deemed, interpreted or
17 construed to constitute a waiver by Lender of Lender's rights to pursue and
18 complete non-judicial foreclosure proceedings with respect to the Deed of Trust
19 securing the Loan.

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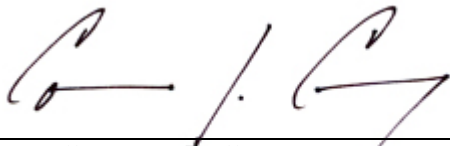
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25 ¹ As used herein, "Receivership Entities" refers to the following specifically named entities:
26 PDC Capital Group, LLC; Caffe Primo International, Inc.; SAL Assisted Living, LP; SAL
27 Carmichael, LP; SAL Citrus Heights, LP; SAL Kern Canyon, LP; 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: January 15, 2019



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