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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

APR 21 2016

BY EDEN STARICKA, DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

THE PEOPLE OF THE STATE OF)	CASE NO. CIVDS1512999
CALIFORNIA, by and through the)	
Commissioner of Business Oversight:)	[PROPOSED] FINAL JUDGMENT AGAINST
)	RELIEF DEFENDANT MARIO PINCHEIRA
Plaintiff,)	
v.)	
)	
PAUL R. MATA, an individual;)	ASSIGNED FOR ALL PURPOSES TO:
RENAISSANCE MANAGEMENT, LLC, a)	The Honorable David S. Cohn
Nevada limited liability company; SECURED)	
CAPITAL INVESTMENTS, LLC, a Nevada)	Dept: S26
limited liability company; LOGOS REAL)	
ESTATE HOLDINGS, LLC, a California)	
limited liability company; LOGOS LIFETIME)	
ENTERPRISES, LLC, a California limited)	
liability company; LOGOS MANAGEMENT)	
GROUP, LLC, a California limited liability)	
company; LOGOS WEALTH ADVISORS,)	
INC., a California corporation, and DOES 1)	
through 50, inclusive,)	
Defendants,)	
And)	
)	
DAVID FRANCIS KAYATTA, an individual;)	
MARIO PINCHEIRA, an individual; and)	
WORLD GARDENS CAFÉ, LLC, a California)	
limited liability company.)	
Relief Defendants.)	
)	

A. Plaintiff, the People of the State of California, by and through the Commissioner of

1 Business Oversight (“Plaintiff” or “Commissioner”) filed a civil action in this Court on September 9,
2 2015, pursuant to the Corporate Securities Law of 1968, Corporations Code sections 25000 *et seq.*
3 (“CSL”) against Defendants Paul R. Mata (“Mata”), Renaissance Management, LLC
4 (“Renaissance”), Secured Capital Investments, LLC (“SCI”), Logos Real Estate Holdings, LLC
5 (“LREH”), Logos Lifetime Enterprises, LLC (“LLE”), Logos Management Group, LLC (“LMG”),
6 and Logos Wealth Advisors, Inc. (“LWA”) (collectively, “Defendants”), as well as Relief Defendants
7 David Francis Kayatta (“Kayatta”), Mario Pincheira (“Relief Defendant Pincheira”), and World
8 Gardens Café, LLC (“WGC”) (collectively, “Relief Defendants”), to request Injunctive Relief,
9 Ancillary Relief, and Civil Penalties for numerous, repeat violations of the CSL. On December 15,
10 2015, the Court entered an Order Issuing Preliminary Injunction against Defendants and Relief
11 Defendants.

12 B. Plaintiff’s Complaint alleges that Defendants fraudulently offered and sold securities,
13 raising an estimated \$14,000,000.00 from approximately 100 investors in California and other states,
14 while engaging in a misuse of investors’ funds. Defendants made inflated guarantees on investors’
15 rates of return while omitting material facts in the offer and sale of securities, such as their past
16 disciplinary history by multiple securities regulators and their lack of licensure to engage in the
17 business of an investment adviser. From at least June 20, 2007 through September 2015, Mata
18 managed and controlled Renaissance, SCI, LREH, LLE, LMG, LWA, and WGC (collectively,
19 “Entity Defendants”), while using investors’ funds to pay for his, Kayatta’s, and Relief Defendant
20 Pincheira’s personal living expenses, fund start-up companies he owned and controlled, and expand
21 his unlicensed investment advisory business.

22 C. Plaintiff further alleges that from at least January 2012 through June 2015, Relief
23 Defendant Pincheira held himself out as the Director of Client Relations and Property Management
24 of Defendants SCI and LREH and received \$152,255.00 that constitute specific funds and/or
25 proceeds traceable to Mata’s, SCI’s, and LREH’s fraudulent offers and sales of securities.

26 D. Relief Defendant Pincheira stipulated to jurisdiction of this Court over him and over
27 the subject matter of this action.
28

1 E. Relief Defendant Pincheira stipulated to receiving service of the Summons and
2 Complaint filed in this matter.

3 F. Relief Defendant Pincheira read the Complaint, the Stipulation to Entry of Judgment
4 Between Plaintiff and Relief Defendant Mario Pincheira (hereinafter, “Stipulation”), and this
5 proposed Final Judgment Against Relief Defendant Mario Pincheira (hereinafter, “Final Judgment”).

6 G. Relief Defendant Pincheira waived any claims known and unknown to him against the
7 State of California, its agents, officers, or employees based on the facts underlying the present action.
8 Relief Defendant Pincheira specifically waived any rights provided by Civil Code section 1542,
9 which provides: “A general release does not extend to claims which the Creditor does not know or
10 suspect to exist in his favor at the time of executing the release.”

11 H. Relief Defendant Pincheira stipulated and agreed that he entered into the Stipulation
12 voluntarily and without coercion, and acknowledged that no promises, threats or assurances were
13 made by Plaintiff or any officer, or agent thereof to induce him to enter into the Stipulation.

14 I. Relief Defendant Pincheira waived any trial or adjudication of any fact or law herein
15 or the taking of any proof and all rights to appeal the entry of the Final Judgment.

16
17 **PURSUANT TO THE STIPULATION OF THE PARTIES AND GOOD CAUSE APPEARING**
18 **THEREFOR, IT IS HEREBY ADJUDGED, ORDERED AND DECREED THAT JUDGMENT**
19 **BE ENTERED AS FOLLOWS:**

20 1. The Court hereby enters a final judgment of disgorgement against Relief Defendant
21 Pincheira and in favor of Plaintiff for restitution to investors in the total amount of \$152,255.00,
22 subject to the terms and conditions in Paragraphs 2 and 3 below.¹

23 2. Immediately upon execution of the Stipulation, Relief Defendant Pincheira shall
24 forfeit and assign to Permanent Receiver Robert P. Mosier (“Receiver”), who was appointed as
25 Permanent Receiver pursuant to the Preliminary Injunction entered in the matter of *Securities and*
26 *Exchange Commission v. Paul Mata, et al., Case No. ED CV 15-01792 VAP* (“SEC Preliminary
27 _____

28 ¹ All references to full or partial satisfaction of restitution in the total amount of \$152,255.00 shall include interest thereon at the legal rate per annum until said amount is paid in full.

1 Injunction”), all right, title and interest in the monies and assets frozen in Chase Bank Account
2 Number ending in 3631 for use by the Receiver in the administration of the receivership estate and
3 payment of restitution to investors, and the full value of these frozen monies and assets shall offset, or
4 partially satisfy, the Final Judgment.

5 3. With respect to the entry and satisfaction of the Final Judgment against Relief
6 Defendant Pincheira the following terms and conditions apply:

7 a. During the pendency of the receivership, the California Department of
8 Business Oversight (“Department”) shall make no efforts to levy on or seize any income or assets of
9 Relief Defendant Pincheira to satisfy the Final Judgment against Relief Defendant Pincheira, and
10 Relief Defendant Pincheira shall make any and all payments, which offset or satisfy the Final
11 Judgment, to the Receiver for the administration of the receivership estate and for payment of
12 restitution to investors.

13 b. After the court supervising the Receiver issues the Order closing the
14 receivership estate and discharging the Receiver, Relief Defendant Pincheira shall make any and all
15 payments, which offset or satisfy the Final Judgment, to the Department for payment of restitution to
16 investors.

17 4. The Court may enter the Final Judgment at any time without further notice to Relief
18 Defendant Pincheira or a hearing.

19 5. This Court shall retain jurisdiction of this action in order to implement and enforce the
20 terms of the Stipulation and entry of Final Judgment pursuant thereto, and to entertain any suitable
21 application or motion for additional relief or modification or any order made herein within the
22 jurisdiction of this Court.

23
24 IT IS SO ORDERED.

25
26 Dated: 4/21/16

27 **THE HONORABLE DAVID S. COHN**
28 **JUDGE OF THE SUPERIOR COURT**