

1 MARY ANN SMITH
Deputy Commissioner
2 SEAN M. ROONEY
Assistant Chief Counsel
3 JOHNNY VUONG (State Bar No. 249570)
Senior Counsel
4 SOPHIA C. KIM (State Bar No. 265649)
Counsel
5 DEPARTMENT OF BUSINESS OVERSIGHT
320 West 4th Street, Suite 750
6 Los Angeles, California 90013
Telephone: (213) 576-7594
7 Facsimile: (213) 576-7181

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APR 13 2016

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO

8 Attorneys for the People of the State of California

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 FOR THE COUNTY OF SAN BERNARDINO

11	THE PEOPLE OF THE STATE OF)	CASE NO. CIVDS1512999
12	CALIFORNIA, by and through the Commissioner)	
13	of Business Oversight,)	STIPULATION TO ENTRY OF
14	Plaintiff,)	FINAL JUDGMENT BETWEEN PLAINTIFF
15	v.)	AND RELIEF DEFENDANT MARIO
16	PAUL R. MATA, an individual; RENAISSANCE)	PINCHEIRA
17	MANAGEMENT, LLC, a Nevada limited liability)	ASSIGNED FOR ALL PURPOSES TO:
18	company; SECURED CAPITAL INVESTMENTS,)	The Honorable David S. Cohn
19	LLC, a Nevada limited liability company; LOGOS)	
20	REAL ESTATE HOLDINGS, LLC, a California)	Dept: S26
21	limited liability company; LOGOS LIFETIME)	
22	ENTERPRISES, LLC, a California limited liability)	
23	company; LOGOS MANAGEMENT GROUP,)	
24	LLC, a California limited liability company;)	
25	LOGOS WEALTH ADVISORS, INC., a California)	
26	corporation, and DOES 1 through 50, inclusive,)	
27	Defendants,)	
28	And)	
)	
	DAVID FRANCIS KAYATTA, an individual;)	
	MARIO PINCHEIRA, an individual; and WORLD)	
	GARDENS CAFÉ, LLC, a California limited)	
	liability company.)	
	Relief Defendants.)	

1 IT IS HEREBY STIPULATED AND AGREED by and between Plaintiff, the People of the
2 State of California, by and through the Commissioner of Business Oversight (“Commissioner” or
3 “Plaintiff”), on the one hand, and Relief Defendant Mario Pincheira, on the other hand, with
4 reference to the following recitals:

5 RECITALS

6 A. WHEREAS, Relief Defendant Mario Pincheira (“Relief Defendant Pincheira”) is an
7 individual and resident of San Bernardino County. At all relevant times, Relief Defendant Pincheira
8 served as an employee of Defendants Logos Wealth Advisors, Inc. (“LWA”) and a manager of
9 Defendants Secured Capital Investments, LLC (“SCI”) and Logos Real Estate Holdings, LLC
10 (“LREH”).

11 B. WHEREAS, on September 9, 2015, the Commissioner filed a civil action in Superior
12 Court of the State of California, San Bernardino County, on behalf of the People of the State of
13 California against Paul R. Mata (“Mata”), SCI, LWA, LREH, Renaissance Management, LLC
14 (“Renaissance”), Logos Lifetime Enterprises, LLC (“LLE”), Logos Management Group, LLC
15 (“LMG”) (collectively, “Defendants”), as well as Relief Defendants Pincheira, David Francis Kayatta
16 (“Kayatta”), and World Gardens Café, LLC (“WGC”) (collectively, “Relief Defendants”), to request
17 Injunctive Relief, Ancillary Relief, and Civil Penalties for violations of the Corporate Securities Law
18 of 1968, Corporations Code sections 25000 *et seq.* (“CSL”).

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

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

5 E. WHEREAS, on October 8, 2015, the court in the matter of *Securities and Exchange*
6 *Commission v. Paul Mata, et al., Case No. ED CV 15-01792 VAP*, entered a Preliminary Injunction
7 (“SEC Preliminary Injunction”) and asset freeze on all monies and assets that Relief Defendant
8 Pincheira held in Chase Bank Account Number ending in 3631. Additionally, the court appointed
9 Robert P. Mosier as Permanent Receiver (“Receiver”) with full control over the property and assets
10 of Entity Defendants and full authority to make payments and disbursements therefrom in
11 discharging his duties as Receiver.

12 F. WHEREAS, on December 15, 2015, this Court entered an Order Issuing Preliminary
13 Injunction enjoining Defendants and Relief Defendants from, among other things, violating the CSL
14 and transferring, changing, disbursing, selling, dissipating, converting, conveying, pledging,
15 assigning, encumbering, or foreclosing or otherwise disposing of any real or personal property or
16 other assets in their possession, which directly or indirectly derived or emanated from the sale and
17 issuance of securities as alleged in the Complaint, without leave of the Court.

18 G. WHEREAS, Relief Defendant Mario Pincheira and Plaintiff intend to resolve this
19 matter without trial, hearing or further litigation.

20 NOW THEREFORE, in consideration of the foregoing, and the terms and conditions set forth
21 herein, the parties to this agreement hereby agree and stipulate as follows:

22 TERMS AND CONDITIONS

23 1. Plaintiff and Relief Defendant Pincheira enter into this Stipulation to Entry of Final
24 Judgment Between Plaintiff and Relief Defendant Mario Pincheira (“Stipulation”) for the purpose of
25 judicial economy and expediency, and to avoid the expense of a trial, and possible further court
26 proceedings between the parties hereto.

27 2. Relief Defendant Pincheira admits jurisdiction of this Court over him and over the
28 subject matter of this action and also enters a general appearance in this action. Relief Defendant

1 Pincheira acknowledges that entry of a general appearance equals personal service of the Summons
2 on him pursuant to Code of Civil Procedure section 410.50.

3 3. Relief Defendant Pincheira agrees to the terms of this Stipulation and entry of the
4 Final Judgment Against Relief Defendant Mario Pincheira (“Final Judgment”). Attached here as
5 **Exhibit A** is the proposed Final Judgment against Relief Defendant Pincheira.

6 4. Relief Defendant Pincheira admits that he has received service of the Summons and
7 Complaint filed in this matter.

8 5. Relief Defendant Pincheira voluntarily consents to the entry by this Court of the Final
9 Judgment, and waives any defense to the Complaint.

10 6. Relief Defendant Pincheira voluntarily waives entry of Findings of Fact and
11 Conclusions of Law under Code of Civil Procedure section 632 and all rights to appeal the entry of
12 the Final Judgment.

13 7. Relief Defendant Pincheira and Plaintiff hereby waive any claims known and
14 unknown to them against each other, their agents, officers, or employees that are based on the facts
15 underlying the present action, specifically waiving any rights provided by Civil Code section 1542.
16 Civil Code section 1542 provides: “A general release does not extend to claims which the creditor
17 does not know or suspect to exist in his or her favor at the time of executing the release, which if
18 known by him or her must have materially affected his or her settlement with the debtor.”

19 8. Relief Defendant Pincheira agrees to the Court’s entry of judgment of disgorgement in
20 a total amount of \$152,255.00 in favor of Plaintiff for restitution to investors, subject to Paragraphs
21 10 and 11 below.¹

22 9. Relief Defendant Pincheira further agrees that immediately upon execution of this
23 Stipulation, Relief Defendant Pincheira shall forfeit and assign to the Receiver all right, title and
24 interest in the monies and assets frozen pursuant to the SEC Preliminary Injunction in Chase Bank
25 Account Number ending in 3631 for use by the Receiver in the administration of the receivership
26 estate and payment of restitution to investors, and the full value of these frozen monies and assets
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 shall offset, or partially satisfy, the Final Judgment.

2 10. The parties agree that the following terms and conditions apply to the entry and
3 satisfaction of the Final Judgment against Relief Defendant Pincheira:

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

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

14 11. The Court may enter the Final Judgment at any time without further notice to Relief
15 Defendant Pincheira or a hearing.

16 12. The parties hereby acknowledge and agree that this Stipulation is intended to
17 constitute a full, final, and complete resolution of this matter as between the parties to this Stipulation
18 for the claims made in the Complaint relating to Relief Defendant Pincheira. The parties further
19 acknowledge and agree that nothing contained in this Stipulation shall operate to limit the
20 Commissioner’s ability to investigate and prosecute violations of the CSL not addressed herein, or to
21 assist any other agency (county, state, or federal) with any prosecution, administrative, civil or
22 criminal, brought by any such agency against Relief Defendant Pincheira concerning violations
23 alleged herein or otherwise. Relief Defendant Pincheira further agrees and acknowledges that
24 nothing in this Stipulation or in the Final Judgment in this matter shall bind or otherwise prevent any
25 other federal, state or county agency from the performance of its duties.

26 13. Each party represents, warrants, and agrees that it has received independent advice
27 from its attorney(s) and/or representatives with respect to the advisability of executing this
28 Stipulation.

1 14. Each party represents, warrants, and agrees that in executing this Stipulation it has
2 relied solely on the statements set forth herein and the advice of its own counsel and/or
3 representative. Each party further represents, warrants, and agrees that in executing this Stipulation it
4 has placed no reliance on any statement, representation, or promise of any other party, or any other
5 person or entity not expressly set forth herein, or upon the failure of any party or any other person or
6 entity to make any statement, representation or disclosure of anything whatsoever. The parties have
7 included this clause: (1) to preclude any claim that any party was in any way fraudulently induced to
8 execute this Stipulation; and (2) to preclude the introduction of parole evidence to vary, interpret,
9 supplement, or contradict the terms of this Stipulation.

10 15. In that the parties have had the opportunity to draft, review and edit the language of
11 this Stipulation, no presumption for or against any party arising out of drafting all or any part of this
12 Stipulation will be applied in any action relating to or arising out of this Stipulation. Accordingly, the
13 parties hereby waive the benefit of Civil Code section 1654 and any successor statute.

14 16. Relief Defendant Pincheira enters into this Stipulation voluntarily and without
15 coercion, and acknowledges that no promises, threats or assurances were made by Plaintiff or any
16 agents, officers, or employees thereof to induce him to enter into this Stipulation.

17 17. Plaintiff and Relief Defendant Pincheira stipulate and agree that if any paragraph,
18 clause, or provision of this Stipulation entered thereto, or the application thereof, is held invalid or
19 unenforceable, such decision shall affect only the paragraph, clause or provision so construed or
20 interpreted, and the invalidity shall not affect the provisions or the application of this Stipulation, or
21 of the Final Judgment entered thereto, which can be given effect without the invalid provisions or
22 application. To this end, the provisions of this Stipulation are declared by Plaintiff and by Relief
23 Defendant Pincheira to be severable.

24 18. The waiver of any provision of this Stipulation shall not operate to waive any other
25 provision set forth herein, and any waiver, amendment and/or change to the terms of this Stipulation
26 must be in writing signed by the parties hereto.

27 19. The parties stipulate and agree that this Court shall retain jurisdiction of this action in
28 order to implement and enforce the terms of this Stipulation and entry of Final Judgment pursuant

1 thereto, and to entertain any suitable application or motion for additional relief or modification or any
2 order made herein within the jurisdiction of this Court.

3 20. This Stipulation shall be governed by and construed in accordance with the laws of the
4 State of California, without regard to its conflict of laws rules. Any dispute concerning this
5 Stipulation shall be heard by the Court, and all parties waive any right to trial by jury with respect to
6 any such action or matter concerning this Stipulation.

7 21. This Stipulation is the final written expression and the complete and exclusive
8 statement of all the agreements, conditions, promises, representations, and covenants between the
9 parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous
10 agreements, negotiations, representations, understandings, and discussions between and among the
11 parties, their respective representatives, and any other person or entity, with respect to the subject
12 matter covered hereby.

13 22. Each signor hereto covenants that he/she possesses all necessary capacity and
14 authority to sign and enter into this Stipulation.

15 23. This Stipulation may be executed in one or more counterparts, each of which shall be
16 an original but all of which, together, shall be deemed to constitute a single document.

17 24. The parties may execute this Stipulation by facsimile or scanned signature, and any
18 such facsimile or scanned signature by any party hereto shall be deemed to be an original signature
19 and shall be binding on such party to the same extent as if such facsimile or scanned signature were
20 an original signature.

21 Dated: 4/11/16

JAN LYNN OWEN
Commissioner of Business Oversight

22
23 By _____
24 MARY ANN SMITH
25 Deputy Commissioner
26 Enforcement Division

27 Dated: 4/8/16

28 By _____
MARIO PINCHEIRA, an Individual