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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 )  
12 CALIFORNIA, by and through the Commissioner )  
of Business Oversight, )

13 Plaintiff, )

14 v. )

15 )  
16 PAUL R. MATA, an individual; RENAISSANCE )  
MANAGEMENT, LLC, a Nevada limited liability )  
17 company; SECURED CAPITAL INVESTMENTS, )  
LLC, a Nevada limited liability company; LOGOS )  
18 REAL ESTATE HOLDINGS, LLC, a California )  
limited liability company; LOGOS LIFETIME )  
19 ENTERPRISES, LLC, a California limited liability )  
20 company; LOGOS MANAGEMENT GROUP, )  
LLC, a California limited liability company; )  
21 LOGOS WEALTH ADVISORS, INC., a California )  
corporation, and DOES 1 through 50, inclusive, )

22 Defendants, )

23 And )

24 DAVID FRANCIS KAYATTA, an individual; )  
25 MARIO PINCHEIRA, an individual; and WORLD )  
GARDENS CAFÉ, LLC, a California limited )  
26 liability company. )

27 Relief Defendants. )  
28

CASE NO. CIVDS1512999

STIPULATION TO ENTRY OF  
FINAL JUDGMENT BETWEEN PLAINTIFF  
AND RELIEF DEFENDANT DAVID  
FRANCIS KAYATTA

ASSIGNED FOR ALL PURPOSES TO:  
The Honorable David S. Cohn

Dept: S26

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 David Francis Kayatta, on the other hand, with  
4 reference to the following recitals:

5 RECITALS

6 A. WHEREAS, Relief Defendant David Francis Kayatta (“Kayatta”), an individual and  
7 resident of Los Angeles County, at all relevant times served as the operations and fund manager of  
8 Defendants Secured Capital Investments, LLC (“SCI”) and Logos Real Estate Holdings, LLC  
9 (“LREH”).

10 B. WHEREAS, on September 9, 2015, the Commissioner filed a civil action in Superior  
11 Court of the State of California, San Bernardino County, on behalf of the People of the State of  
12 California against Paul R. Mata (“Mata”), SCI, LREH, Renaissance Management, LLC  
13 (“Renaissance”), Logos Lifetime Enterprises, LLC (“LLE”), Logos Management Group, LLC  
14 (“LMG”), and Logos Wealth Advisors, Inc. (“LWA”) (collectively, “Defendants”), as well as Relief  
15 Defendants Kayatta, Mario Pincheira (“Pincheira”), and World Gardens Café, LLC (“WGC”) (collectively, “Relief Defendants”), to request Injunctive Relief, Ancillary Relief, and Civil Penalties  
16 for violations of the Corporate Securities Law of 1968, Corporations Code sections 25000 *et seq.*  
17 (“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 Pincheira’s personal living expenses, fund start-up companies he owned and controlled, and expand  
28 his unlicensed investment advisory business.

1 D. WHEREAS, Plaintiff further alleges that from at least January 2012 through June  
2 2015, Kayatta held himself out as the fund and operations manager of Defendants SCI and LREH and  
3 received \$320,342.56 that constitute specific funds and/or proceeds traceable to Mata’s, SCI’s, and  
4 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 Kayatta held in certain  
8 U.S. Bank accounts. Additionally, the court appointed Robert P. Mosier as Permanent Receiver  
9 (“Receiver”) with full control over the property and assets of Entity Defendants and full authority to  
10 make payments and disbursements therefrom in discharging his duties as Receiver.

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

17 G. WHEREAS, Relief Defendant David Francis Kayatta and Plaintiff intend to resolve  
18 this matter without trial, hearing or further litigation.

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

21 TERMS AND CONDITIONS

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

26 2. Kayatta admits jurisdiction of this Court over him and over the subject matter of this  
27 action and also enters a general appearance in this action. Kayatta acknowledges that entry of a  
28 general appearance equals personal service of the Summons on him pursuant to Code of Civil

1 Procedure section 410.50.

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

5 4. Kayatta admits that he received service of the Summons and Complaint filed in this  
6 matter.

7 5. Kayatta voluntarily consents to this Court’s entry of the Final Judgment, and waives  
8 any defense to the Complaint.

9 6. Kayatta voluntarily waives entry of Findings of Fact and Conclusions of Law under  
10 Code of Civil Procedure section 632 and all rights to appeal the entry of the Final Judgment.

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

17 8. Kayatta agrees to the Court’s entry of judgment of disgorgement in a total amount of  
18 \$320,342.56 in favor of Plaintiff for restitution to investors, subject to Paragraphs 10 and 11 below.<sup>1</sup>

19 9. Kayatta further agrees that immediately upon execution of this Stipulation, Kayatta  
20 shall forfeit and assign to the Receiver all right, title and interest in the monies and assets frozen  
21 pursuant to the SEC Preliminary Injunction in U.S. Bank account numbers ending in 1392 and 9791  
22 for use by the Receiver in the administration of the receivership estate and payment of restitution to  
23 investors, and the full value of these frozen monies and assets shall offset, or partially satisfy, the  
24 Final Judgment.

25 10. The parties agree that the following terms and conditions apply to the entry and  
26 satisfaction of the Final Judgment against Kayatta:

27 \_\_\_\_\_

28 <sup>1</sup> All references to full or partial satisfaction of the Final Judgment in the total amount of \$320,342.56 shall include interest thereon at the legal rate per annum until said amount is paid in full.

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

6           b.       After the court supervising the Receiver issues the Order closing the  
7 receivership estate and discharging the Receiver, Kayatta shall make any and all payments, which  
8 offset or satisfy the Final Judgment, to the Department for payment of restitution to investors.

9           11.      The Court may enter the Final Judgment at any time without further notice to Kayatta  
10 or a hearing.

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

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

23           14.      Each party represents, warrants, and agrees that in executing this Stipulation it has  
24 relied solely on the statements set forth herein and the advice of its own counsel and/or  
25 representative. Each party further represents, warrants, and agrees that in executing this Stipulation it  
26 has placed no reliance on any statement, representation, or promise of any other party, or any other  
27 person or entity not expressly set forth herein, or upon the failure of any party or any other person or  
28 entity to make any statement, representation or disclosure of anything whatsoever. The parties have

1 included this clause: (1) to preclude any claim that any party was in any way fraudulently induced to  
2 execute this Stipulation; and (2) to preclude the introduction of parole evidence to vary, interpret,  
3 supplement, or contradict the terms of this Stipulation.

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

8 16. Kayatta enters into this Stipulation voluntarily and without coercion, and  
9 acknowledges that no promises, threats or assurances were made by Plaintiff or any agents, officers,  
10 or employees thereof to induce him to enter into this Stipulation.

11 17. Plaintiff and Kayatta stipulate and agree that if any paragraph, clause, or provision of  
12 this Stipulation entered thereto, or the application thereof, is held invalid or unenforceable, such  
13 decision shall affect only the paragraph, clause or provision so construed or interpreted, and the  
14 invalidity shall not affect the provisions or the application of this Stipulation, or of the Final  
15 Judgment entered thereto, which can be given effect without the invalid provisions or application. To  
16 this end, the provisions of this Stipulation are declared by Plaintiff and by Kayatta to be severable.

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

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

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

28 21. This Stipulation is the final written expression and the complete and exclusive

1 statement of all the agreements, conditions, promises, representations, and covenants between the  
2 parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous  
3 agreements, negotiations, representations, understandings, and discussions between and among the  
4 parties, their respective representatives, and any other person or entity, with respect to the subject  
5 matter covered hereby.

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

8 23. The parties may execute this Stipulation in one or more counterparts, each of which  
9 shall be an original but all of which, together, shall constitute a single document.

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

14  
15  
16 Dated: 4/4/16

JAN LYNN OWEN  
Commissioner of Business Oversight

17  
18  
19 By \_\_\_\_\_  
20 MARY ANN SMITH  
21 Deputy Commissioner  
22 Enforcement Division

23 Dated: 4/4/16

By \_\_\_\_\_  
DAVID FRANCIS KAYATTA, an Individual