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11 Attorneys for Receiver  
12 KRISTA FREITAG

13 UNITED STATES DISTRICT COURT  
14 SOUTHERN DISTRICT OF CALIFORNIA

15  
16 SECURITIES AND EXCHANGE  
COMMISSION,

17 Plaintiff,

18 v.

19 GINA CHAMPION-CAIN and ANI  
20 DEVELOPMENT, LLC,

21 Defendants,

22 AMERICAN NATIONAL  
23 INVESTMENTS, INC.,

24 Relief Defendant.  
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Case No. 3:19-cv-01628-LAB-AHG

**JOINT MOTION TO AMEND ORDER GRANTING: (1) RECEIVER'S MOTION FOR APPROVAL OF SALE OF THE SWELL COFFEE RESTAURANT PROPERTY AND ASSOCIATED PERSONAL PROPERTY; (2) RECEIVER'S MOTION FOR APPROVAL OF SALE OF THE SASKA'S RESTAURANT PROPERTY AND ASSOCIATED PERSONAL PROPERTY AND LIQUOR LICENSE; AND (3) RECEIVER'S MOTION FOR APPROVAL OF SALE OF PERSONAL PROPERTY AND ASSIGNMENT OF COMMERCIAL LEASE ASSOCIATED WITH BAO BEACH RESTAURANT [ECF DKT. No. 316]**

Courtroom: 3B  
Judge: Hon. Allison H. Goddard

1 **JOINT MOTION**

2 The Securities and Exchange Commission, Gina Champion-Cain  
3 ("Champion-Cain"), and Krista Freitag (the "Receiver"), the Court-appointed  
4 permanent receiver for Defendant ANI Development, LLC, Relief Defendant  
5 American National Investments, Inc., and their subsidiaries and affiliates,  
6 (collectively, the "Parties"), by and through their respective counsel, hereby  
7 respectfully submit this Joint Motion to Amend Order Granting: (1) Receiver's  
8 Motion for Approval of Sale of The Swell Coffee Restaurant Property and  
9 Associated Personal Property; (2) Receiver's Motion for Approval of Sale of The  
10 Saska's Restaurant Property and Associated Personal Property and Liquor License;  
11 and (3) Receiver's Motion for Approval of Sale of Personal Property and  
12 Assignment of Commercial Lease Associated with Bao Beach Restaurant (the "Joint  
13 Motion").

14 **WHEREAS**, the Receiver's Memorandum of Point and Authorities in  
15 Support of Motion for Approval of Sale of Personal Property and Assignment of  
16 Commercial Lease Associated with Bao Beach Restaurant (Dkt. 289-1) ("Motion"),  
17 along with the Receiver's declaration in support of the Motion, inadvertently stated  
18 that the commission agreed to with licensed broker Next Wave ("Broker") for the  
19 sale of the Bao Beach assets was 10% of the purchase price, or \$2,800;

20 **WHEREAS**, the actual commission that had been agreed to with Broker was  
21 a set amount of \$7,500;

22 **WHEREAS**, in order to allow the Court-approved sale to close and the sale  
23 proceeds to be properly disbursed from escrow, the parties seek to amend Paragraph  
24 16 of the Sale Approval Order (Dkt. 316) to reflect that the Receiver is authorized to  
25 pay Broker the total sum of \$7,500 in connection with the sale of the Bao Beach  
26 assets, and to amend Paragraph 18 of the Sale Approval Order accordingly to reflect  
27 that the net sale proceeds from the Bao Beach (factoring in the larger payment to  
28 Broker) are estimated to be \$18,300.

1           **THEREFORE, IT IS HEREBY STIPULATED, AGREED, AND**  
2 **REQUESTED**, by and between the Parties, that:

3           1. Paragraph 16 of the Sale Approval Order be amended to reflect that the  
4 Receiver is authorized to pay Broker the total sum of \$7,500 in connection with the  
5 sale of the Bao Beach assets, and Paragraph 18 of the Sale Approval Order be  
6 amended accordingly to reflect that the net sale proceeds (factoring in the larger  
7 payment to Broker) are estimated to be \$18,300.

8           The undersigned have read and hereby agree to comply with and be bound by  
9 all of the terms and provisions of the foregoing Joint Motion. This Joint Motion  
10 may be signed by the parties in multiple counterparts, all of which shall be taken  
11 together as a single document, and facsimile and electronic signatures shall be  
12 effective as originals.

13           **SO STIPULATED.**

14 Dated: June 2, 2020

ALLEN MATKINS LECK GAMBLE  
MALLORY & NATSIS LLP

By: \_\_\_\_\_ s/Edward G. Fates

DAVID R. ZARO  
EDWARD G. FATES  
NORMAN M. ASPIS  
Attorneys for Receiver  
KRISTA FREITAG

19 Dated: June 2, 2020

U.S. SECURITIES AND EXCHANGE  
COMMISSION

By: \_\_\_\_\_ Kathryn C. Wanner

KATHRYN C. WANNER  
ALEC JOHNSON  
GARY Y. LEUNG  
Attorneys for Plaintiff  
U.S. SECURITIES AND  
EXCHANGE COMMISSION

25 Dated: June 2, 2020

SCHEPER KIM & HARRIS LLP

By: \_\_\_\_\_ Angela Machala

DAVID SCHEPER  
ANGELA MACHALA  
Attorneys for Defendant  
GINA CHAMPION-CAIN

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**SIGNATURE CERTIFICATION**

In accordance with Section 2(f)(4) of the Electronic Case Filing Administrative Policies and Procedures Manual, the filer hereby attests that all other signatories listed, and on whose behalf the filing is submitted, concur in the filing's content and have authorized the filing.

Dated: June 2, 2020

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MICHAEL R. FARRELL

By:           s/Edward G. Fates            
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