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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

SECURITIES AND EXCHANGE
COMMISSION,

Plaintiff,

vs.

GINA CHAMPION-CAIN and ANI
DEVELOPMENT, LLC, et al.,

Defendants and Relief Defendants.

Case No. 3:19-CV-01628-LAB-AHG

**ORDER GRANTING LENDER RELIEF
FROM LITIGATION STAY TO
PURSUE FORECLOSURE**

Crtm: 14A
Judge: Hon. Larry Alan Burns

1 The above-entitled matter came before the Court on the Joint Motion for Order
2 Granting Lender Relief From Litigation Stay to Pursue Foreclosure, ECF No. 306 (“Joint
3 Motion”). Based upon the Joint Motion agreed to by the parties and filed with the Court,
4 and all other files, records, and proceedings herein, the Court finds good cause to
5 GRANT the Joint Motion.

6 **THEREFORE, IT IS HEREBY ORDERED THAT:**

7 1. The litigation stay (“Litigation Stay”) imposed by this Court’s September 3,
8 2019 Order Granting the Parties’ Joint Motion and Stipulated Request for a Preliminary
9 Injunction Order and (1) Order Freezing Assets; (2) Requiring Accountings; (3)
10 Prohibiting the Destruction of Documents; and (4) Appointing a Permanent Receiver (the
11 “Receivership Order”), ECF No. 6, is hereby lifted in order to allow secured creditor
12 American National Insurance Company (“ANICO”) to pursue a foreclosure sale and/or
13 other remedies to gain possession of that certain real property located at 3515 Hancock
14 St., San Diego, CA 92110 (the “Hancock Property”), the legal description of which is
15 attached hereto as **Exhibit 1**, in full satisfaction of the Loan.

16 2. The Receiver and all Receivership Entities shall permanently vacate the
17 Hancock Property on the later of (a) 112 days from the date that this Order is entered, or
18 (b) 10 days prior to a foreclosure sale.

19 3. The Receiver and the Receivership Entities shall continue the expenditure of
20 funds to insure and secure the Hancock Property through the date on which they vacate
21 the premises, and ANICO shall be responsible thereafter to secure and insure the
22 Hancock Property pending the foreclosure sale.

23 4. The Receiver and defendant Gina Champion-Cain will execute and deliver
24 to ANICO such documents as ANICO may reasonably request in order to take possession
25 of the Hancock Property via non-judicial foreclosure sale.

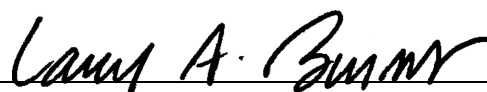
26 5. Nothing herein shall preclude the Receiver from soliciting or developing
27 offers for the Hancock Property pending the foreclosure sale. In the event an offer is
28 secured in an amount sufficient to pay secured claims, property taxes, and provide a net

1 recovery for the receivership estate, and the buyer has released contingencies, the
2 Receiver will confer with ANICO and seek Court approval of the sale.

3 6. All other provisions of this Court's prior orders shall remain in full force and
4 effect. This Court shall retain jurisdiction for the purpose of implementing and carrying
5 out the terms of this Joint Motion and Stipulation and to entertain any suitable application
6 or motion for additional relief within the jurisdiction of this Court.

7 **IT IS SO ORDERED.**

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10 Dated: June 15, 2020



11 Hon. Larry A. Burns
12 Chief United States District Judge
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EXHIBIT 1

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3 THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SAN DIEGO, IN
4 THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, AND IS DESCRIBED AS
FOLLOWS:

5 LOTS 1, 2, 3 AND 4 OF PICKETT INDUSTRIAL CENTER, IN THE CITY OF SAN DIEGO,
6 COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO.
7 6709 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY,
AUGUST 19, 1970.

8 APN: 441-530-48-00, 441-530-49-00, 441-530-50-00 & 441-530-51-00
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