

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

SECURITIES AND EXCHANGE
COMMISSION,

Plaintiff,

v.

GINA CHAMPION-CAIN and ANI
DEVELOPMENT, LLC,

Defendants,

AMERICAN NATIONAL
INVESTMENTS, INC.,

Relief Defendant.

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

**ORDER GRANTING JOINT
MOTION FOR APPROVAL OF
SETTLEMENT OF CHARLES
RIHARB'S DISPUTED DEEDS OF
TRUST RECORDED AGAINST THE
737 WINDEMERE COURT AND
750 YARMOUTH COURT
PROPERTIES**

Courtroom: 3B
Judge: Hon. Larry A. Burns

[Docket nos. 468, 480.]

1 On September 30, 2020, the following parties filed a Joint Motion for
2 Approval of Settlement of Charles Riharb's Disputed Deeds of Trust Recorded
3 Against the 737 Windemere Court and 750 Yarmouth Court Properties: the
4 Securities and Exchange Commission, Gina Champion-Cain, and Krista Freitag, the
5 Court-appointed permanent receiver for Defendant ANI Development, LLC, Relief
6 Defendant American National Investments, Inc., and their subsidiaries and affiliates,
7 together with third party investor/lender Charles M. Riharb. These parties and their
8 counsel also filed a joint motion and consent to Magistrate Judge's jurisdiction to
9 interpret and enforce their settlement agreement. (Docket no. 480.)

10 For good cause shown, the Joint Motion is **GRANTED**.

11 It is hereby **ORDERED** that:

12 1. As soon as possible, but within five business days of entry of this order
13 Mr. Riharb shall deliver to counsel for the Receiver notarized
14 releases/reconveyances of the disputed Deeds of Trust on the 737 Windemere Court
15 and 750 Yarmouth Court Properties and fully executed demand statements for the
16 escrow/title company showing no money due on his secured claims against the
17 Properties contingent upon the settlement payment referenced in Paragraph 2,
18 below.

19 2. As soon as possible but within five business days of receipt of the fully
20 executed demand statements showing no money due and notarized
21 releases/reconveyances by the Receiver's counsel, the Receiver shall pay the sum of
22 one hundred thousand dollars and no/100 (\$100,000.00) to Mr. Riharb from
23 receivership estate funds. The Receiver's counsel shall simultaneously cause the
24 fully executed and notarized releases/reconveyances to be recorded with the San
25 Diego County Recorder's Office.

26 3. Mr. Riharb shall fully cooperate with the Receiver in terms of
27 executing such additional documents as may be required by the title company and/or
28 to remove all liens, claims or encumbrances in his favor from title of the

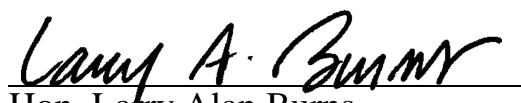
1 737 Windemere Court and 750 Yarmouth Court properties. The Receiver shall be
2 responsible for any and all costs associated with processing and recording all
3 documents.

4 4. Upon receipt of the \$100,000 payment, Mr. Riharb shall no longer have
5 any security interests or direct claims to the 737 Windemere Court or 750 Yarmouth
6 Court Properties. His remaining unsecured claim against the receivership estate,
7 which will be determined in the claims process in the receivership, shall be reduced
8 dollar-for-dollar by the \$100,000 payment from the Receiver, and the \$100,000
9 payment shall be counted as a distribution received (*i.e.*, money out) from the
10 Receivership Entities for purposes of a "rising tide" distribution method, if such
11 distribution method is approved by the Court.

12 5. In the event that this Joint Motion is approved by the Court after the
13 Motion to Amend has been granted and the sale of the 737 Windemere Court
14 Property has closed, then contingent upon the Receiver paying the settlement
15 amount to Mr. Riharb, the \$599,000 in receivership estate funds set aside on account
16 of Mr. Riharb's claims in connection with the sale closing shall no longer be set
17 aside/restricted or subject to Mr. Riharb's claims (other than as a potential, general
18 unsecured investor/lender claimant, as ultimately determined in the claims process
19 in the receivership).

20 6. Although this order has recited the terms of the settlement, the
21 undersigned judge does not retain jurisdiction to interpret or enforce the settlement
22 agreement. Instead, Magistrate Judge Allison Goddard or another Magistrate Judge
23 assigned to the case shall retain jurisdiction to interpret and enforce the terms of this
24 Order and of the settlement agreement.

25
26 Dated: October 19, 2020



Hon. Larry Alan Burns
Chief United States District Judge

28