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6 **UNITED STATES DISTRICT COURT**

7 **DISTRICT OF NEVADA**

8 SECURITIES AND EXCHANGE
9 COMMISSION,

10 Plaintiff,

11 vs.

12 EDWIN YOSHIHIRO FUJINAGA and
13 MRI INTERNATIONAL, INC.,

14 Defendants,

15 and

16 CSA SERVICE CENTER, LLC
17 THE FACTORING COMPANY,
18 JUNE FUJINAGA, and
19 THE YUNJU TRUST,

20 Relief Defendants.

Case No.: 2:13-cv-01658-JCM-CWH

**ORDER (1) AUTHORIZING, APPROVING
AND CONFIRMING THE PRIVATE SALE
OF REAL PROPERTY LOCATED AT 1145
ARROYO MESA ROAD, SOLVANG,
CALIFORNIA; AND (2) GRANTING
RELIEF FROM LOCAL RULE 66-5
PERTAINING TO NOTICE TO
CREDITORS**

19 Presently before the Court is the Notice of Motion and Opportunity to Object, and
20 Motion for Order (1) Authorizing, Approving Notice Of Motion And Opportunity To Object,
21 and Motion for Order (1) Authorizing, Approving and Confirming the Private Sale of Real
22 Property Located at 1145 Arroyo Mesa Road, Solvang, California and (2) Granting Relief from
23 Local Rule¹ 66-5 Pertaining to Notice to Creditors (the "Motion") made by Robb Evans &
24 Associates LLC (the "Receiver") (ECF No. 549).

25 The Motion was made pursuant to 28 U.S.C. §§ 2001 and 2002 and Local Rule 66-5 and
26 other applicable law, the Memorandum of Points and Authorities in support thereof, the

27 _____
28 ¹ The terms "Local Rule" and "LR" as used herein mean and refer to the Local Rules of Civil Practice for the United States District Court for the District of Nevada.

1 Declaration of Brick Kane in support of the Motion (the “Kane Declaration”) (ECF No. 550) and
2 the authenticated exhibits attached thereto, the Declaration of Michael F. Lynch in support of the
3 Motion (the “Lynch Declaration”) (ECF No. 551) and the authenticated exhibit attached thereto,
4 and upon all other pleadings and documentary evidence as may be presented to the Court by the
5 Receiver in support of the Motion.

6 Pursuant to LR 7-2, an opposing party must file points and authorities in response to a
7 motion and failure to file a timely response constitutes the party’s consent to the granting of the
8 motion. *See* LR 7-2(d); *United States v. Warren*, 601 F.2d 471, 474 (9th Cir. 1979). No
9 opposition, objection, and/or points and authorities in response to the Motion has been filed, and
10 the deadline to do so has passed.² The Receiver has provided evidence to the Court that it caused
11 a notice of the terms of the proposed sale of the Real Property (the “Published Notice”) to be
12 published in both (a) the Las Vegas Review Journal³ and (b) the Santa Ynez Valley⁴ News on
13 March 12, 2020, more than ten days prior to the 14-day deadline to file an objection or response
14 to this Motion (*See* Proof of Publication at ECF No. 553), and has further advised the Court that
15 it has not been contacted by any party expressing a desire to object to the sale and/or to be heard
16 on the Motion. (*See* Declaration of Michael F. Lynch at ECF No. 554). The court has not
17 scheduled a hearing on the Motion and finds that it is unnecessary to do so. Nevertheless, the
18 court reviewed the substantive merits and grants the Motion in full.

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21 _____
22 ² *See* Certificate of Service (ECF No. 552), which certifies that the Receiver served the Motion,
23 the Kane Declaration, and the Lynch Declaration, and all exhibits thereto, via the Court’s
CM/ECF system on March 11, 2020, and served to the 78 Notice Parties by U.S. Mail on March
12, 2020.

24 ³ The Las Vegas Review Journal is Nevada’s largest newspaper, and a newspaper of general
25 circulation serving all of Southern Nevada, which publishes daily. *See e.g.*,
https://en.wikipedia.org/wiki/Las_Vegas_Review_Journal, last checked February 19, 2020.

26 ⁴ The Real Property is located in the Santa Ynez Valley, and the Santa Ynez Valley News has
27 been in operation for nearly 90 years.
28 https://syvnews.com/places/business_professional_services/advertising/newspaper/santa-ynez-valley-news/business_1115857381.html, last checked February 19, 2020.

1 The Motion requests an order:

2 1. Authorizing, approving and confirming the private sale of real property known as
3 1145 Arroyo Mesa Road, Solvang, California, consisting of approximately 61.73 acres of vacant
4 rural / equestrian real property improved by a barn with small apartments and an arena owned by
5 relief defendant CSA Service Center, LLC (“CSA”), located in the Santa Ynez Valley,
6 approximately 35 miles northwest of Santa Barbara, California and identified by the Santa
7 Barbara County Recorder’s Office as Parcel Numbers 137-100-064 and 065 (the “Real
8 Property”) to Andrew Solt and/or his assignee and Claudia Falkenburq and/or her assignee
9 (collectively, the “Buyers”) on an “as is – where is” basis, on the terms more fully set forth in the
10 Purchase and Sale Agreement,⁵ Ex. 1 to the Kane Declaration, at a purchase price of \$1 million
11 without further notice, hearing, order, or overbidding;

12 2. Authorizing the Receiver, by and through its authorized deputy Brick Kane, to
13 execute all documents and instruments necessary or convenient to complete, implement,
14 effectuate and close the sale of the Real Property to Buyers, free and clear of all existing debts
15 and claims, including but not limited to:

16 (a) Authorizing the Receiver, by and through its authorized deputy Brick
17 Kane, solely in the Receiver’s capacity as the equitable receiver for relief defendant CSA,
18 to execute a deed conveying title to the Real Property (free and clear of liens and claims)
19 from CSA as the Seller to the Buyers as follows:

20 CSA Service Center, LLC, a Nevada limited
21 liability company by Robb Evans & Associates
22 LLC, a California limited liability company as
Receiver for CSA Service Center, LLC, a Nevada
23 limited liability company

24 By: _____
Brick Kane
Authorized Deputy to the Receiver

25 and,
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28 ⁵ Capitalized terms not otherwise defined herein shall have the meanings set forth in the Motion.

1 (b) Authorizing the Receiver, by and through its authorized deputy Brick Kane,
2 solely in the Receiver’s capacity as the equitable receiver for Defendant MRI, to execute
3 a full release and reconveyance of the Deed of Trust encumbering the Real Property
4 executed by relief defendant CSA as grantor and recorded on August 5, 2011, as
5 Instrument No. 2011-44465 of the Official Records of the Santa Barbara County
6 Recorder, to and in favor of Defendant MRI (the “MRI Deed of Trust”)⁶ as beneficiary,
7 and to take any further actions that are reasonable or necessary to fully remove the MRI
8 Deed of Trust as an encumbrance upon the Real Property as follows:

9 MRI International, Inc., a Nevada corporation by
10 Robb Evans & Associates LLC a California limited
11 liability company as Receiver for MRI
12 International, Inc., a Nevada corporation

13 By: _____
14 Brick Kane
15 Authorized Deputy to the Receiver

16 3. Authorizing the Receiver to permit and/or cause to be paid from the proceeds of the
17 sale of the Real Property (a) all ordinary and customary closing costs, all costs and expenses
18 required to be paid under the terms of the Purchase and Sale Agreement by the Seller from the
19 proceeds of sale, and (b) all real property taxes and assessments due up to the date of closing;

20 4. Appointing, approving, and deeming the Appraisers identified in the Motion as
21 three qualified independent appraisers within the meaning of 28 U.S.C. § 2001(b);

22 5. Finding that the terms of the sale comply with the requirements set forth in 28
23 U.S.C. § 2001 *et. seq.*;

24 6. Finding that any licensed title insurer and the Buyers may rely on this Order as
25 authorizing the Receiver to transfer legal title to the Real Property free and clear of all liens and
26 encumbrances;

27 _____
28 ⁶ The MRI Deed of Trust is more fully identified in the preliminary title report prepared by
Orange Coast Title Company of Southern California – Orange County Division, at page 9,
Exception No. 26, a true and correct copy of which is attached as Exhibit 2 to the Kane
Declaration.

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Respectfully prepared and submitted by:

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