

1 Michael F. Lynch, Esq.
Nevada Bar No. 8555
2 **LYNCH LAW PRACTICE, PLLC**
3613 S. Eastern Ave.
3 Las Vegas, Nevada 89169
702.684.6000
4 702.413.8282 (direct)
702.543.3279 (fax)
5 Michael@LynchLawPractice.com

6 *Attorney for Receiver Robb Evans*
& Associates LLC

7
8 **UNITED STATES DISTRICT COURT**
DISTRICT OF NEVADA

9 SECURITIES AND EXCHANGE
10 COMMISSION,

11 Plaintiff,

12 vs.

13 EDWIN YOSHIHIRO FUJINAGA and
MRI INTERNATIONAL, INC.,

14 Defendants,

15 and

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

18 Relief

19 Defendants.

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

ORDER GRANTING MOTION

**(1) FOR ENTRY OF A CONSENT
ORDER AUTHORIZING, APPROVING,
AND CONFIRMING SETTLEMENT
AGREEMENT; AND**

**(2) GRANTING RELIEF FROM LOCAL
RULE 66-5 PERTAINING TO NOTICE
TO CREDITORS**

20 Presently before the Court is the court appointed receiver, Robb Evans &
21 Associates LLC's (the "Receiver"), Motion (1) for Entry of a Consent Order Authorizing,
22 Approving, and Confirming Settlement Agreement; and (2) Granting Relief from Local
23 Rule 66-5 Pertaining to Notice to Creditors (ECF No. 538).

24 By its Motion, the Receiver seeks entry of an order authorizing, approving, and
25 confirming that certain Settlement Agreement and Mutual Release (the "Settlement
26 Agreement") first dated May 15, 2019, that settles all claims of, by or between certain
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1 defendants and relief defendants (the “Fujinaga Parties”)¹ on the one hand, and One Stop
2 Pharmacy, Inc. a/k/a One-Stop Pharmacy Corporation (“One Stop”) and Helen Tang
3 (“Ms. Tang”, and together with One Stop, the “One Stop Parties”) on the other hand. The
4 One Stop Parties and the Fujinaga Parties shall collectively be referred to herein as the
5 “Parties”).

6 The Receiver further seeks entry of an order deeming notice of the Motion to be
7 sufficient under LR² 66-5 based on the service of the Motion, Notice of Motion and
8 Opportunity to Object on all parties and on all known non-consumer creditors of the
9 estate, but not on the tens of thousands of potential foreign creditors.

10 As evidenced by the Certificate of Service on file herein at ECF No. 539, the
11 Receiver caused the Motion, which includes a Notice of Motion and Opportunity to
12 Object, to be served on (a) all parties who are registered for CM/ECF notices in this case
13 and/or who have otherwise requested notice from the Receiver, (B) the affected
14 lienholders, and (c) on all known non-consumer creditors of the estate and on known
15 taxing authorities with a potential claim in the receivership estate (but not on the tens of
16 thousands of potential foreign creditors in accord with the Receiver’s request for a waiver
17 of in the Motion under LR 66-5) (the “Notice Parties”), on the following dates via the
18 following means:

19 (a) on August 19, 2019, through the Court’s ECF system to all parties
20 registered to receive notices;

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23 ¹ The term “Fujinaga Parties” as used in this Motion shall mean and include Edwin
24 Fujinaga, together with the following defendants and relief defendants formerly
25 controlled by Edwin Fujinaga including, without limitation, MRI International, Inc.,
Med-Health Pharmaceutical Products, L.L.C., CSA Service Center, LLC and
EBJ&F, LLC.

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27 ² The term “LR” means and refers to the Local Rules of Civil Practice for the United
28 States District Court for the District of Nevada. A copy of the local civil rules may
be downloaded from <http://www.uscourts.gov/rules-policies/current-rules-practice-procedure/federal-rules-civil-procedure>, last checked August 7, 2019.

1 (b) on August 19, 2019, by direct email to all parties having requested service
2 by direct email; and

3 (c) on August 19, by first class U.S. mail to each of the parties listed on
4 Exhibit “1” to the Certificate of Service.

5 The Court notes that the One Stop Parties consent to entry of this order by and
6 through their undersigned counsel, and further notes that neither the Defendants nor any
7 other party has filed any opposition, objection, and/or points and authorities in response
8 to the Motion and the deadline to do so has passed. Nevertheless, the court reviewed the
9 substantive merits and grants the Receiver’s Motion in full.

10 Finding good cause, **IT IS HEREBY ORDERED THAT:**

11 1. The Receiver’s Motion, and all relief sought therein, is hereby GRANTED
12 in its entirety;

13 2. The Settlement Agreement, attached as Exhibit 1 to the Motion, is hereby
14 authorized, approved, and confirmed without further notice or order;

15 3. That with respect to the above-entitled case, any freeze, injunction, or
16 direction that was or may have been previously been effective on or made upon
17 Rabobank, N.A. and/or the account held in the name of Once Stop Pharmacy, Inc. at
18 Rabobank, including the account ending in no. 5491, shall be vacated, released, and/or
19 otherwise of no further force or effect whatsoever such that neither this case, nor any
20 order or previous instruction from this Court or the Receiver shall prevent, justify, or
21 excuse in any way Rabobank from promptly complying with the joint instructions the
22 Receiver and the One Stop Parties to, including but not limited to, immediately tendering
23 to the Receiver, the entire balance of the Rabobank account ending in 5491 held in the
24 name of One Stop;

25 4. That the proposed Settlement Agreement is equitable and reasonable and is
26 in the best interest of the receivership estate;

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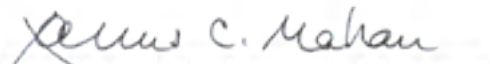
1 5. That the Receiver is authorized to execute all documents and instruments
2 necessary or convenient to complete, implement, effectuate and consummate the
3 Settlement Agreement;

4 6. That Notice of the Motion is sufficient under LR 66-5 based on the service
5 of the Motion, which Motion contains notice of the Motion and opportunity to object, and
6 by serving the Motion on all known non-consumer creditors of the estate, but not on the
7 tens of thousands of potential foreign creditors; and

8 7. That this order is immediately effective, and the parties are directed to
9 comply with its terms.

10 **IT IS SO ORDERED.**

11 Dated: September 11, 2019.


12 
13 The Honorable James C. Mahan
14 DISTRICT COURT JUDGE

15 Prepared and submitted by:
16 **LYNCH LAW PRACTICE, PLLC**

17 /s/ Michael F. Lynch
18 Michael F. Lynch
19 Nevada Bar No. 8555
20 3613 S. Eastern Ave.
21 Las Vegas, Nevada 89169
22 702.684.6000
23 702.543.3279 (fax)
24 Michael@LynchLawPractice.com

25 Attorney for the Receiver Robb Evans
26 & Associates LLC

27 Agreed and consented by:
28 **CHIPMAN GLASSER, LLC**


Daniel W. Glasser, Esq.
Nevada Bar No. 6990
John M. Bowlin, Esq.
2000 S. Colorado Blvd., Suite 7500
Denver, Colorado 80222
303.578.5780
303.578.5790 (fax)

Attorneys for One Stop Pharmacy, Inc.
a/k/a One-Stop Pharmacy Corporation and
Helen Tang