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Bank
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10 UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF
11 CALIFORNIA, SOUTHERN DIVISION

12 LENDINGCLUB BANK, NATIONAL
ASSOCIATION, formerly known as
13 Radius Bank,

14 Plaintiff,

15 v.

16 M/Y DREAM MACHINE, Official
No. 1269097, *et al.*,

17 Defendants.
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Case No. 8:21-cv-01223-CJC(DFMx)

**NOTICE FOR PUBLICATION OF
DATE AND TERMS OF
INTERLOCUTORY SALE OF
VESSEL M/Y DREAM MACHINE**

Hon. Cormac J. Carney
(U.S. District Judge)

Hon. Douglas F. McCormick
(U.S. Magistrate Judge)

Complaint Filed: July 16, 2021

21 NOTICE IS HEREBY GIVEN that, pursuant to Admiralty Rule E(9)(a) & (b)
22 of the Federal Rules of Civil Procedure and Local Admiralty Rule E.15 of the Central
23 District of California Local Rules, Court Appointed Custodian, the United States
24 Marshal, or at the Marshal's direction, substitute custodian National Liquidators, is
25 authorized and directed to sell the Vessel, M/Y DREAM MACHINE, Official No.
26 1269097, and its engines, tackle, lifeboats, anchors, chains, equipment and
27 appurtenances (the "VESSEL"), at a public sale to take place at Island Yacht
28 Anchorage, 1500 Anchorage Road, Wilmington, CA 90744 at 10:00 a.m., on the 2nd

1 day of February, 2022, to the highest bidder.

2 Prospective purchasers of the VESSEL and/or their brokers may inspect the
3 VESSEL upon reasonable notice and application during weekday business hours and
4 by prior arrangement with the permission of the substitute custodian, National
5 Liquidators, which may be contacted through its representative, Tyce Saylor, whose
6 telephone and cell phone numbers are, respectively, (949) 631-6715 and (949) 293-
7 8303 (Cell). Persons wishing to inspect the VESSEL shall do so solely at their own
8 risk and must sign a hold harmless and waiver agreement in favor of the substitute
9 custodian and/or Marshal before boarding the VESSEL.

10 The last and highest bidder shall pay a minimum deposit of ten percent (10%)
11 of the full purchase price at the time and place of the sale, and shall pay the remaining
12 balance before confirmation of the sale by this Court or within seven (7) days of
13 dismissal of any opposition which may have been filed, exclusive of Saturdays,
14 Sundays and legal holidays, and all payments are to be made in cash, certified check
15 or by cashier's check expressed in United States currency.

16 Plaintiff, LENDINGCLUB BANK, N.A., f/k/a RADIUS BANK, as a senior
17 creditor and holder of a preferred mortgage on the Vessel, may bid, without payment
18 of cash, certified check or cashier's check, up to the total amount of its secured
19 indebtedness, including mortgage debt, interest, attorneys' fees, and *custodia legis*
20 expenses incurred.

21 The sale shall be subject to confirmation by order of this Court at the close of
22 the Court for business on the seventh day after the Marshal's report of the sale as
23 required by Central District Local Rule E.15 (c).

24 If no written objection is filed within the time provided in the immediately
25 preceding paragraph, the sale shall be final and stand confirmed as of course, without
26 the necessity of any affirmative actions by the Court and the Clerk upon request shall
27 so state to the Marshall in writing; except that no sale shall stand confirmed until the
28 buyer has complied fully with the terms of his purchase. Upon confirmation of the

1 sale and the purchaser's full payment of the purchase price, the Marshall will deliver
2 a Bill of Sale of the Vessel to the confirmed purchaser, and the Vessel shall be sold
3 AS IS, WHERE IS, free and clear of all liens and encumbrances, and pre-existing
4 claims whatsoever, whether recorded or otherwise.

5 If full payment is not made conforming with the terms of sale and timely, then
6 the sale shall not be confirmed, and the deposit shall be handled as set forth in Central
7 District Local Rule E.15 (d) & (e).

8 If the sale should not be confirmed for reason other than failure to make full
9 payment in conformity with the above terms, or other fault of the successful bidder,
10 the United States Marshal shall return all deposits received from the highest bidder
11 immediately after rejection of the sale by the Court.

12 Any written objection to the pending confirmation of the sale shall be dealt with
13 according to the provisions of the Central District of California Rule E.15 (f) and (g).

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By: DAVID M. SINGER
U.S. MARSHAL

DATED: January _____, 2022

By: _____
DEPUTY U.S. MARSHAL