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8 UNITED STATES DISTRICT COURT
9 EASTERN DISTRICT OF CALIFORNIA

11 UNITED STATES OF AMERICA,
12 Plaintiff,

13 v.

14 JAMES LITTLE; LORNA MARIE LITTLE;
15 STATE OF CALIFORNIA FRANCHISE
TAX BOARD; COUNTY OF TULARE;
16 NICKLAS ARTHUR HOFFMAN;
RICHARD N. CAIRNS, JR.; and
17 THOMAS M. CAIRNS, SHAWN RAY
ENTERPRISE; NANCY CASSELMAN
18 as Trustee of ALPHA LAND COMPANY;
ALLEN CASSELMAN as Trustee of
19 ALPHA LAND COMPANY; and ROBERT
HOGUE as Legal Trustee of MOUNT
20 CARMEL TRUST,

21 Defendants.

Civil No. 1:02-CV-05141 LJO DLB

ORDER OF JUDICIAL SALE

22
23 A final judgment was entered by this Court in the above-entitled action, on March
24 27, 2007, (docket no. 173), ordering that the United States' federal tax liens be
25 foreclosed and that the subject property, described below, be sold pursuant to 28
26 U.S.C. § 2001.
27
28

1 The subject property is located at 23009 Avenue 320, Lemon Cove, Tulare
2 County, California 93244, and is more particularly described as follows:

3 LOTS 8, 9, 10, 11, 13 AND 14 OF LINDCOVE REALTY COMPANY'S
4 SUBDIVISION OF THE BROWN AND LEVINSON RANCH, LYING EAST
5 OF PALM AVENUE, AS PER MAP RECORDED IN BOOK 7 OF MAPS,
6 PAGE 54, TULARE COUNTY RECORDS, BEING SITUATED IN THE
7 NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 18 SOUTH,
8 RANGE 27 EAST, M.D.B.M., IN THE UNINCORPORATED AREA OF
9 THE COUNTY OF TULARE, STATE OF CALIFORNIA, ACCORDING TO
10 THE OFFICIAL PLAT THEREOF.

11 EXCEPTING THEREFROM THAT PORTION LYING EAST OF THE
12 CENTERLINE OF FOOTHILL DITCH.

13 TOGETHER WITH THAT PORTION OF THE ABANDONED ROAD
14 LYING ADJACENT TO LOTS 13 AND 14 ON THE WEST AS
15 ABANDONED BY THE TULARE COUNTY BOARD OF SUPERVISORS
16 IN DOCUMENT RECORDED MARCH 15, 1926 IN BOOK 148, PAGE 143
17 OF OFFICIAL RECORDS.

18 (Hereinafter the "Property.")

19 Accordingly, it is **ORDERED** as follows:

20 1. The United States Marshal for the Eastern District of California, his or her
21 representative, or an Internal Revenue Service Property Appraisal and Liquidation
22 Specialist ("PALS"), (hereinafter reference to the Marshall or PALS shall also refer to
23 his or her agents, officers, and representatives) is authorized and directed under 28
24 U.S.C. §§ 2001 and 2002 to offer for public sale and to sell the Property. The United
25 States may choose either the United States Marshal or a PALS to carry out the sale
26 under this Order and shall make the arrangements for any sale as set forth in this
27 Order.

28 2. The Marshal or PALS is authorized to have free access to the Property and
to take all actions necessary to preserve the Property, including, but not limited to,
retaining a locksmith or other person to change or install locks or other security devices
on any part of the property, until the deed to the Property is delivered to the ultimate
purchaser.

3. The terms and conditions of the sale are as follows:

a. the sale of the Property shall be free and clear of the interests of:

1 James Little; Lorna Marie Little; State of California Franchise Tax Board; County of
2 Tulare; Nicklas Arthur Hoffman; Richard N. Cairns, Jr.; and Thomas M. Cairns, Shawn
3 Ray Enterprise; Nancy Casselman As Trustee of Alpha Land Company; Allen
4 Casselman as Trustee of Alpha Land Company; and Robert Hogue as Legal Trustee of
5 Mount Carmel Trust,

6 b. the sale shall be subject to building lines, if established, all laws,
7 ordinances, and governmental regulations (including building and zoning ordinances)
8 affecting the Property, and easements and restrictions of record, if any;

9 c. the sale shall be held at the courthouse of the county or city in which
10 the Property is located, on the Property's premises, or at any other place in accordance
11 with the provisions of 28 U.S.C. §§ 2001 and 2002;

12 d. the date and time for sale are to be announced by the United States
13 Marshal or the PALS;

14 e. notice of the sale shall be published once a week for at least four
15 consecutive weeks before the sale in at least one newspaper regularly issued and of
16 general circulation in Tulare County, and, at the discretion of the Marshal or the PALS,
17 by any other notice deemed appropriate. The notice shall contain a description of the
18 property and shall contain the terms and conditions of sale in this order of sale;

19 f. The minimum bid will be set by the Internal Revenue Service. If the
20 minimum bid is not met or exceeded, the Marshal or the PALS may, without further
21 permission of this Court, and under the terms and conditions in this order of sale, hold a
22 new public sale, if necessary, and reduce the minimum bid or sell to the second highest
23 bidder;

24 g. the successful bidder(s) shall be required to deposit at the time of the
25 same with the Marshal or the PALS a minimum of ten percent of the bid, with the
26 deposit to be made by certified or cashier's check payable to the United States District
27 Court for the Eastern District of California.

28 Before being permitted to bid at the sale, bidders shall display to the Marshal or

1 the PALS proof that they are able to comply with this requirement. No bids will be
2 received from any person(s) who have not presented proof that, if they are the
3 successful bidders(s), they can make the deposit required by this order of sale;

4 h. the balance of the purchase price for the Property is to be paid to the
5 United States Marshall or a PALS (whichever person is conducting the sale) within 20
6 days after the date the bid is accepted, by a certified or cashier's check payable to the
7 "U.S. District Court for the Eastern District of California". If the bidder fails to fulfill this
8 requirement, the deposit shall be forfeited and shall be applied to cover the expenses of
9 the sale, including commissions due under 28 U.S.C. § 1921(c), with any amount
10 remaining to be applied to the income tax liabilities of James and Lorna Little at issue
11 herein. The Property shall be again offered for sale under the terms and conditions of
12 this order of sale. The United States may bid as a credit against its judgment without
13 tender of cash;

14 i. the sale of the Property shall be subject to confirmation by this Court.
15 The Marshal or a PALS shall file a report of sale with the Court, together with a
16 proposed order of confirmation of sale and proposed deed, within 20 days from the
17 date of receipt of the balance of the purchase price;

18 j. on confirmation of the sale, the Marshal or PALS shall execute and
19 deliver a deed of judicial sale conveying the property to the purchaser;

20 k. on confirmation of the sale, all interests in, liens against, or claims to,
21 the Property that are held or asserted by all parties to this action are discharged and
22 extinguished;

23 l. on confirmation of the sale, the recorder of deeds for Tulare County,
24 California, shall cause transfer of the property to be reflected upon that county's register
25 of title; and

26 m. the sale is ordered pursuant to 28 U.S.C. § 2001, and is made without
27 right of redemption.

28 4. Until the property is sold, Lorna M. Little and Alan Casselman shall take all

1 reasonable steps necessary to preserve the property (including all buildings,
2 improvements, fixtures and appurtenances on the property) in its current condition
3 including, without limitation, maintaining a fire and casualty insurance policy on the
4 property. They shall neither commit waste against the property nor cause or permit
5 anyone else to do so. They shall neither do anything that tends to reduce the value or
6 marketability of the property nor cause or permit anyone else to do so. The defendants
7 shall not record any instruments, publish any notice, or take any other action (such as
8 running newspaper advertisements or posting signs) that may directly or indirectly tend
9 to adversely affect the value of the property or that may tend to deter or discourage
10 potential bidders from participating in the public auction, nor shall they cause or permit
11 anyone else to do so.

12 5. All persons occupying the property, including Alan Casselman and any
13 relatives, shall leave and vacate the property permanently within 10 days of the date of
14 this Order, each taking with them his or her personal property (but leaving all
15 improvements, buildings, fixtures, and appurtenances to the property). If any person
16 fails or refuses to leave and vacate the property by the time specified in this Order, the
17 United States Marshal's Office, alone, is authorized to take whatever action it deems
18 appropriate to remove such person from the premises, whether or not the sale of such
19 property is being conducted by a PALS. If any person fails or refuses to remove his or
20 her personal property from the property by the time specified herein, the personal
21 property remaining on the property thereafter is deemed forfeited and abandoned, and
22 the United States Marshal's Office is authorized to remove it and to dispose of it in any
23 manner it deems appropriate, including sale, in which case the proceeds of the sale are
24 to be applied first to the expenses of sale and the balance to be paid into the Court for
25 further distribution. Alan Casselman and his relatives are ordered, effective
26 immediately, to allow agents of the United States access to maintain the orchard on the
27 Property.

28 The proceeds arising from sale are to be paid to the Clerk of this Court and

1 applied as far as they shall be sufficient to the following items, in the order specified:

2 1. To the United States Marshal or the PALS (whichever person conducted the
3 sale as arranged by the United States) for the costs of the sale, including any expense
4 of maintaining the Property prior to sale;

5 2. To all taxes unpaid and matured that are owed to Tulare County for real
6 property taxes on the property;

7 3. To the federal and State of California income taxes of James Little and Lorna
8 M. Little for the years ending December 31,1991, through December 31,1994, plus all
9 interest and penalties due and owing thereon, according to priority by agreement or
10 proof to be submitted after sale;

11 4. Any balance remaining after the above payments shall be held by the Clerk
12 until further order of the Court.

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14 IT IS SO ORDERED.

15 **Dated: March 19, 2008**

/s/ Lawrence J. O'Neill
UNITED STATES DISTRICT JUDGE

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