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SUPERIOR COURT OF WASHINGTON FOR CLARK COUNTY

9 In Re:

10 AMERICAN EAGLE MORTGAGE 100,
11 LLC; AMERICAN EAGLE MORTGAGE
12 200, LLC; AMERICAN EAGLE
13 MORTGAGE 300, LLC; AMERICAN
14 EAGLE MORTGAGE 400, LLC;
15 AMERICAN EAGLE MORTGAGE 500,
16 LLC; AMERICAN EAGLE MORTGAGE
17 600, LLC; AMERICAN EAGLE
18 MORTGAGE MEXICO 100, LLC;
19 AMERICAN EAGLE MORTGAGE
20 MEXICO 200, LLC; AMERICAN EAGLE
MORTGAGE MEXICO 300, LLC;
AMERICAN EAGLE MORTGAGE
MEXICO 400, LLC; AMERICAN EAGLE
MORTGAGE MEXICO 500, LLC;
AMERICAN EAGLE MORTGAGE
MEXICO 600, LLC; AMERICAN EAGLE
MORTGAGE I, LLC; AMERICAN EAGLE
MORTGAGE II, LLC; and AMERICAN
EAGLE MORTGAGE SHORT TERM, LLC.

Case No. 19-2-01458-06

EX PARTE MOTION TO EMPLOY
KRESTON BSG, S.C. AS AUDITORS

21 Clyde A. Hamstreet & Associates, LLC, the duly appointed general receiver herein (the
22 “Receiver”), respectfully moves for an ex parte order approving the Receiver’s employment of
23 Kreston BSG, S.C. (“Kreston”) as auditors for Aemem MX, S. de R.L. de C.V. This motion is
24 based on the Declaration of Juan Espinosa Vargas in Support of the Ex Parte Motion to Employ
25 Kreston BSG, S.C. as Auditors (the “Centeno Decl.”) and the files and records herein. The
26 Receiver respectfully states as follows:

1 1. On May 10, 2019 (the “Appointment Date”), the Receiver was appointed pursuant
2 to the Court’s Order Appointing General Receiver (as amended, the “Receivership Order”). The
3 Order provides: “If the Receiver wishes to employ additional attorneys, accountants, or other
4 professionals that the Receiver believes to be necessary in connection with the proper
5 performance of the Receiver’s duties hereunder, the Receiver shall file an ex parte motion
6 seeking the Court’s approval of such employment pursuant to RCW 7.60.180.” (Receivership
7 Order para. 9, at 8.)

8 2. The Receiver requires auditing services for Aemem MX, S. de R.L. de C.V.,
9 which is the Mexican subsidiary controlled by the Receiver. The subsidiary is owned 50/50 by
10 American Eagle Mortgage 600, LLC and American Eagle Mortgage Mexico 400, LLC (and thus
11 within Estate under the Receivership Order). “The receiver, with the court’s approval, may
12 employ one or more attorneys . . . that do not hold or represent an interest adverse to the estate to
13 represent or assist the receiver in carrying out the receiver’s duties.” RCW 7.60.180(1). Kreston
14 has the necessary expertise. (*See Centeno Decl.* para. 2, at 2 & Ex. A.)

15 3. Kreston is qualified to be the Receiver’s auditors. “A person is not disqualified for
16 employment . . . solely because of the person’s employment by, representation of, or other
17 relationship with a creditor or other party in interest, if the relationship is disclosed in the
18 application for the person’s employment and if the court determines that there is no actual
19 conflict of interest or inappropriate appearance of a conflict.” RCW 7.60.180(2).

20 4. Kreston does not hold or represent an interest adverse to the estate, and there is no
21 actual conflict of interest or inappropriate appearance of a conflict. (*See Centeno Decl.* para. 3, at
22 2.)

23 5. No notice of this application is necessary under the circumstances of this case.
24 RCW 7.60.180(1). “Whenever notice is not specifically required to be given under this chapter,
25 the court may consider motions and grant or deny relief without notice or hearing, if it appears
26 that no person joined as a party or who has appeared in the receivership would be prejudiced or

1 harmed by the relief requested.” RCW 7.60.190(8). Kreston’s compensation will be subject to
2 review by the parties and the Court under RCW 7.60.180(4) and paragraph 11 of the
3 Receivership Order. As a result, no prejudice or harm will result from the appointment of
4 Kreston as auditors for the Receiver.

5 6. All compensation of Kreston will be paid only from the Estate in accordance with
6 the procedures set forth in the Receivership Order. Additional terms of Kreston’s employment
7 are set forth in its engagement letter. (*See Centeno Decl. para. 2, at 2 & Ex. A.*)

8 7. The employment of Kreston should be approved retroactively to the Appointment
9 Date.

10 8. A proposed order is submitted contemporaneously herewith.

11 WHEREFORE, the Receiver respectfully requests that the Court grant this motion and
12 such other relief as is just and proper.

13 DATED this 7th day of March, 2023.

14 MILLER NASH LLP

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16 _____
17 John R. Knapp, Jr., P.C., WSB No. 29343
Joseph Vance, P.C., WSB No. 25531

18 Attorneys for Receiver
19 Clyde A. Hamstreet & Associates, LLC