

Attorney or Party Name, Address, Telephone & Fax Numbers, and California State Bar Number <b>ALAN G. TIPPIE, ESQ. (CA BAR # 89587)</b> <b>SULMEYERKUPETZ, A PROFESSIONAL CORPORATION</b> <b>333 S. HOPE STREET, 35<sup>TH</sup> FLOOR</b> <b>LOS ANGELES, CA 90071-1406</b>  TEL: 213/626-2311 FAX: 213/629-4520	FOR COURT USE ONLY  <div style="border: 2px solid black; padding: 5px; text-align: center;"> <b>FILED</b>  <div style="border: 1px solid black; padding: 2px; display: inline-block;"> <b>MAR - 6 2009</b> </div>  <small>CLERK U.S. BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA BY: Deputy Clerk</small> </div>
<b>UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA</b>	
In re:  <b>FOUNDATIONS, INC.,</b> <b>Fka FOUNDATIONS, LLC,</b>  <div style="text-align: right;">Debtor(s).</div>	CASE NO.:  <b>8:08-bk-13321 RK</b>

### NOTICE OF SALE OF ESTATE PROPERTY

<b>Sale Date:</b> March 20, 2009	<b>Time:</b> 3:30 p.m.
<b>Location:</b> U.S. Bankruptcy Court, Courtroom 5D, Fifth Floor, 411 W. Fourth St., Santa Ana, CA 92701-4593	

Type of Sale:     Public         Private        Last date to file objections: March 12, 2009 by 3:30 p.m.

Description of Property to be Sold: RESIDENTIAL REAL PROPERTY LOCATED AT 25 SKYRIDGE, NEWPORT COAST, CALIFORNIA 92657, APN 473-142-14

Terms and Conditions of Sale: SEE ATTACHED EXHIBIT "A"

Proposed Sale Price: \$7,850,000

Overbid Procedure (If Any): SEE ATTACHED EXHIBIT "A"

If property is to be sold free and clear of liens or other interests, list date, time and location of hearing:

Contact Person for Potential Bidders (include name, address, telephone, fax and/or e-mail address):

ALAN G. TIPPIE, ESQ.  
SULMEYERKUPETZ, APC  
333 S. HOPE STREET, 35<sup>TH</sup> FLOOR  
LOS ANGELES, CA 90071-1406

Date: 3/6/2009



**EXHIBIT "A"**

SulmeyerKupetz, A Professional Corporation  
333 SOUTH HOPE STREET, THIRTY-FIFTH FLOOR  
LOS ANGELES, CALIFORNIA 90071-1406  
TEL. 213.626.2311 • FAX 213.629.4520

1 Alan G. Tippie (CA Bar No. 89587)  
atippie@sulmeyerlaw.com  
2 Alexandra Kazhokin (CA Bar No. 245051)  
akazhokin@sulmeyerlaw.com  
3 **SulmeyerKupetz**  
A Professional Corporation  
4 333 South Hope Street, Thirty-Fifth Floor  
Los Angeles, California 90071-1406  
5 Telephone: 213.626.2311  
Facsimile: 213.629.4520  
6  
7 Attorneys for Foundations, Inc.,  
formerly known as Foundations, LLC

8  
9 **UNITED STATES BANKRUPTCY COURT**  
10 **CENTRAL DISTRICT OF CALIFORNIA, SANTA ANA DIVISION**

11  
12 In re

13 FOUNDATIONS, INC.,  
14 fka FOUNDATIONS, LLC,

15 Debtor in Possession.  
16  
17  
18

Case No. 8:08-13321 RK

Chapter 11

**NOTICE OF HEARING SCHEDULED ON  
MOTION FOR AUTHORITY TO SELL  
REAL PROPERTY FREE AND CLEAR OF  
LIENS AND OTHER INTERESTS, AND  
FOR APPROVAL OF SECOND  
MODIFICATION OF AGREEMENT  
GOVERNING CLAIM OF SECURED  
LENDER**

[11 U.S.C. §§ 363(b)(1) & 363(f); Fed. R.  
Bankr. P. 6004; Fed. R. Bankr. P. 9019(a)]

DATE: March 12, 2009

TIME: 3:30 p.m.

PLACE: U.S. Bankruptcy Court  
Courtroom 5D, Fifth Floor  
411 W. Fourth Street  
Santa Ana, CA 92701-4593

19  
20  
21  
22  
23  
24  
25 **TO THE HONORABLE ROBERT KWAN, UNITED STATES BANKRUPTCY JUDGE;**  
26 **THE OFFICE OF THE UNITED STATES TRUSTEE, LIENHOLDERS PELICAN CREST**  
27 **II COMMUNITY ASSOCIATION, PELICAN HEIGHTS HOMEOWNERS ASSOCIATION,**  
28 **NEWPORT COAST COMMUNITY ASSOCIATION, COASTAL ROOFING COMPANY,**

1 INC., SILVER SPRINGS POOLS AND SPAS, INC., TERIN DUMAS INTERIOR  
2 ARTISTRY, LAW OFFICE OF MICHAEL V. SEVERO, THYSSEN KRUPP ELEVATOR,  
3 DENNIS KATANGIAN, AND OTHER INTERESTED PARTIES:

4 NOTICE IS HEREBY GIVEN that Foundations, Inc., formerly known as  
5 Foundations, LLC, debtor and debtor in possession in the above-captioned case (the  
6 "Debtor"), filed a motion (the "Motion") for an order authorizing the Debtor to sell the  
7 residential real property located at 25 Skyridge, Newport Coast, California 92657, APN  
8 473-142-14 (the "Skyridge Property"), to George Goglanian and Asdghig Goglanian (the  
9 "Proposed Buyer") for \$7,850,000 or, alternatively, to a higher bidder, free and clear of  
10 liens and other interests. Pursuant to an application filed with the Court to shorten the  
11 time for notice normally required for such a Motion, the Court ordered that a hearing on  
12 the Motion will be held on **March 12, 2009 at 3:30 p.m.**, or as soon thereafter as the  
13 matter may be heard, before the Honorable Robert Kwan, United States Bankruptcy  
14 Judge, in his courtroom 5D, located at 411 W. Fourth Street, 5<sup>th</sup> Floor, Santa Ana,  
15 California 92701-4593.

16 The Skyridge Property covers approximately one-half acre and includes an 11,500  
17 square foot residence with six bedrooms, seven bathrooms and other amenities,  
18 including an outdoor pool. More specifically, the Debtor intends to sell the Skyridge  
19 Property to the Proposed Buyer on the terms and conditions specified in the California  
20 Residential Purchase Agreement and Joint Escrow Instructions attached to the Motion as  
21 **Exhibit 2** (the "Purchase Agreement"). The sale is to be free and clear of all liens.

22 The essential and salient terms of the Purchase Agreement are summarized as  
23 follows:

- 24 1. Purchase price is \$7,850,000.
- 25 2. There are no loan contingencies in the offer (even though the offer specifies  
26 that the buyer intends to place a loan on the property).
- 27 3. Seller is to provide a one-year warranty plan on the pool, spa and air  
28 conditioners, with a cost not to exceed \$1,000.

- 1 4. The sale shall be free and clear of liens and other interests (with certain
- 2 limited exceptions, e.g. conditions, restrictions, and public utility easements
- 3 of record if any, and real property taxes that are not yet due and payable).
- 4 5. The property to be sold includes a television, two washers and two dryers.
- 5 6. The sale shall close on or before March 20, 2009.
- 6 7. The Proposed Buyer shall tender a deposit of \$235,500.
- 7 8. The real estate brokers shall receive a commission totaling 5% of the
- 8 sale/purchase price (2.5% to Debtor's broker and 2.5% to Proposed Buyer's
- 9 broker). The addendum to the Purchase Agreement refers to a reduction in
- 10 the commissions, but the proposed reduction relates to an addendum to the
- 11 listing agreement that was never approved or signed.
- 12 9. Seller has 17 days or until March 13 to complete all inspections (which is
- 13 expected to be prior to the hearing on this Motion and, if so, all
- 14 contingencies of sale should be waived at the time of the hearing).

15 The Debtor has accepted the Proposed Buyer's offer, subject to this Court's  
16 approval. Debtor estimates that after payment of broker's commissions (\$392,500),  
17 estimated property tax obligations (\$72,460.60), current-year home owner association  
18 assessments (estimated at \$9,852.54), certain repairs that must be completed as a  
19 condition to the close of escrow (estimated to be \$15,000), and escrow, transfer tax and  
20 other closing costs (estimated to be \$20,000), the balance remaining for the secured  
21 claim of the Lender should approximate \$7,340,180.90. That sum represents the balance  
22 of the sales proceeds, thereby leaving nothing more for any junior lienholders.

23 **NOTICE IS FURTHER GIVEN** that the sale is subject to overbids, provided the  
24 overbidders comply with the following procedure, if such procedure is approved by the  
25 Court.

26 Eligibility/Qualifications to Make Competing Bids. First, an overbid will be  
27 permitted only if, before the hearing, the bidder has tendered (1) a \$235,500 deposit by  
28 cash or cashier's check payable to "Foundations, Inc." and (2) evidence reasonably

1 satisfactory to the Debtor that the bidder has the financial and other ability to  
2 consummate a sale of the Skyridge Property by the date and on the terms and conditions  
3 no less favorable to Debtor than as contemplated by the Purchase Agreement between  
4 Debtor and the Proposed Buyer. Examples of such evidence include, without limitation, a  
5 current bank statement or financial statement, or a letter from a lender indicating that the  
6 bidder has been pre-approved for a loan.

7 The entire deposit shall be non-refundable and forfeited to the Debtor if the bidder  
8 is the prevailing bidder but fails to close the sale within seven (7) calendar days after the  
9 date the Court enters an order approving the sale (subject to any extensions of time  
10 granted by the Debtor in writing, and subject to any 10 day stay required by bankruptcy  
11 law), for any reason other than a material breach by the Debtor.

12 Terms of Bids. Second, the first overbid should be no less than \$7,950,000, and  
13 subsequent overbids should be in increments of at least \$25,000. Also, other than  
14 purchase price, all bidders must stipulate to be bound by the same terms as the  
15 Proposed Buyer, which terms are stated in the Purchase Agreement between the Debtor  
16 and Proposed Buyer.

17 **NOTICE IS FURTHER GIVEN** that the Skyridge Property is to be sold free and  
18 clear of liens, including but not limited to the following:

19 The Debtor requests that the Skyridge Property be sold free and clear of all of  
20 these interests.

21 (1) Notice of Assessment by the Pelican Crest II Community Association  
22 recorded October 13, 2006, as Instrument No. 2006000694766 in the  
23 amount of \$2,290.91 (Item 38 of the Preliminary Title Report, Exhibit 1  
24 hereto);

25 (2) Notice of Assessment by the Pelican Crest II Community Association  
26 recorded December 11, 2006, as Instrument No. 2006000825206 in the  
27 amount of \$3,553,96 (Item 39 of the Preliminary Title Report, Exhibit 1  
28 hereto);

- 1 (3) Notice of Pending Action recorded by the Pelican Crest II Community
- 2 Association with respect to Case No. 07CC05509, recorded May 7, 2007,
- 3 as Instrument No. 2007000285250 (Item 40 of the Preliminary Title Report,
- 4 Exhibit 1 hereto);
- 5 (4) Notice of Pending Action recorded by the Coastal Roofing Company,
- 6 Inc., with respect to Case No. 07CC09037, recorded August 17, 2007, as
- 7 Instrument No. 2007000514537 (Item 41 of the Preliminary Title Report,
- 8 Exhibit 1 hereto);
- 9 (5) A claim of Mechanic's Lien of Silver Springs Pools And Spas,
- 10 recorded September 12, 2007, as Instrument No. 2007000559534 (Item 42
- 11 of the Preliminary Title Report, Exhibit 1 hereto);
- 12 (6) Notice of Assessment by the Newport Coast Community Association,
- 13 recorded March 4, 2008, as Instrument No. 2008000099140 in the amount
- 14 of \$4,926.27 (Item 43 of the Preliminary Title Report, Exhibit 1 hereto);
- 15 (7) Notice of Assessment by the Newport Coast Community Association,
- 16 recorded March 31, 2008, as Instrument No. 2008000146703 in the amount
- 17 of \$4,926.27 (Item 44 of the Preliminary Title Report, Exhibit 1 hereto);
- 18 (8) A claim of Mechanic's Lien of Terin Dumas Interior Artistry, recorded
- 19 April 29, 2008, as Instrument No. 2008000201161 in the amount of \$37,905
- 20 (Item 45 of the Preliminary Title Report, Exhibit 1 hereto);
- 21 (9) An abstract of judgment in favor of Dennis Katangian as against
- 22 Cynthia Gomez, recorded on March 20, 2006 as Instrument No.
- 23 20060000179610 in the amount of \$4,677.00 (Item 46 of the Preliminary
- 24 Title Report, Exhibit 1 hereto);
- 25 (10) An abstract of judgment in favor of the Law Office of Michael V.
- 26 Severo, recorded November 1, 2006, as Instrument No. 2006000738737 in
- 27 the amount of \$41,342.17 (Item 47 of the Preliminary Title Report, Exhibit 1
- 28 hereto);

- 1 (11) An abstract of judgment in favor of Thyssen Krupp Elevator  
2 Corporation, recorded March 29, 2006, as Instrument No. 2006-204068 in  
3 the amount of \$31,712.93 (Item 48 of the Preliminary Title Report, Exhibit 1  
4 hereto);  
5 (12) An abstract of judgment in favor of the Pelican Heights Homeowners  
6 Association, recorded April 9, 2007, as Instrument No. 2007000227080 in  
7 the amount of \$6,851.70 (Item 49 of the Preliminary Title Report, Exhibit 1  
8 hereto).

9 **NOTICE IS FURTHER GIVEN** that in the same Motion, the Debtor also requests  
10 that the Court approve a second modification of an agreement governing the claim held  
11 by Magnolia LLC, which loan is serviced by Fundex Asset Management Corporation  
12 (collectively "Lender"). The Lender is the holder of a first deed of trust against the  
13 Skyridge Property as well as another real property asset of the estate located at 8 Via  
14 Burrone, Newport Coast, California (the "Via Burrone Property"). Based on the new  
15 consent of the Lender to modify a prior modification of its loan as approved by the Court  
16 pursuant to a hearing on February 18, 2009, the Debtor accepted the offer by the  
17 Proposed Buyer, subject to approval by this Court of the sale and the terms of the  
18 Second Modification. The terms of this Second Modification are generally:

- 19 1. Subject to the provisions of subparagraph 3 herein below, Lender will  
20 release its lien on the Skyridge Property for payment of the net sales  
21 proceeds from the sale of the Skyridge Property (as set forth in the Second  
22 Modification), but not less than \$7.4 Million.  
23 2. Following closing of the sale, the balance owing to Lender will be  
24 \$600,000 and will be secured by the deed of trust that the Lender holds  
25 against the Via Burrone Property.  
26 3. To the extent the net proceeds from the sale of the Skyridge  
27 Property are less than \$7.4 Million, the shortage will be added to the  
28 \$600,000 owing on Via Burrone plus any "Ownership Expenses" (as

- 1 defined in the First Modification) incurred as of such sale date (collectively,  
2 the "Lender Balance").
- 3 4. Debtor will have until August 20, 2009 to pay off the Lender Balance  
4 without any additional interest or costs. If the Lender Balance is not paid by  
5 on or before August 20, 2009, there will be added to the Lender Balance  
6 \$50,000 per month until paid, pro rated on a daily basis (the "Revised  
7 Lender Balance").
- 8 5. If the Revised Lender Balance is not paid on or before November 20,  
9 2009, the Lender will foreclose on the Via Burrone Property and bid in the  
10 Revised Lender Balance.
- 11 6. After foreclosure, the mechanism set forth in the Agreement  
12 approved by the Court (the First Modification) applies as to the sale of the  
13 Via Burrone Property.
- 14 7. If the proposed sale of the Skyridge Property as set forth in this  
15 Motion does not close on or before March 30, 2009, all parties will still be  
16 bound by the First Modification and the Second Modification will be of no  
17 force or effect.
- 18 8. The Second Modification relates solely to the pending proposal to  
19 sell the Skyridge Property to the Proposed Buyer for \$7.85 Million (or any  
20 overbidder).

21 While there are a number of nuances to the Second Modification, the easiest to  
22 identify is the further reduction in the Lender's debt which was offered in order to facilitate  
23 the pending sale. That reduction amounts to approximately \$810,000, and is calculated  
24 as follows: under the First Modification, the Lender's debt was reduced to \$8.6 Million  
25 (from a claimed but disputed \$11.5 Million) but interest was accruing at the annual rate of  
26 8% per annum commencing December 1, 2008. This accrual of interest amounts to  
27 \$57,333.34 per month. Consequently as of March 20, 2009 (the projected date of the  
28 closing of the proposed sale), the Lender will be owed an additional \$210,222.22 for a

1 total of \$8,810,222.22. In accordance with the Second Modification, the Lender has  
2 agreed to accept a sum equal to \$8 Million (projected at \$7.4 Million out of the current  
3 escrow and \$600,000 from Via Burrone – subject to increases if not paid off by August  
4 20, 2009), for a further reduction of over \$810,000.

5 **NOTICE IS FURTHER GIVEN** that this motion is brought (with respect to the sale  
6 free and clear) in accordance with 11 U.S.C. §§ 363(b)(1) and (f) and Federal Rule of  
7 Bankruptcy Procedure 6004, on the ground that the sale is supported by a good business  
8 justification and is in the best interests of the estate, and (with respect to modification of  
9 the agreement with the Lender) pursuant to Rule 9019(a) of the Federal Rules of  
10 Bankruptcy Procedure on, among other grounds that the proposed second modification  
11 of the claim of Lender is in the best interests of the estate.

12 This Motion is based on the separately filed Memorandum of Points and  
13 Authorities, the supporting Declarations and exhibits attached thereto.

14 **NOTICE IS FURTHER GIVEN** that should the Court grant the Motion, the Debtor  
15 will request that the Court enter an order:

- 16 1. Authorizing Debtor to sell the Skyridge Property to the Proposed Buyer or  
17 its assignee for \$7,850,000, cash, on the terms and conditions specified in  
18 the Purchase Agreement, or alternatively, to a higher bidder;
- 19 2. Approving the bidding procedures described herein;
- 20 3. Ordering that the sale shall be free and clear of all liens and other interests  
21 pursuant to 11 U.S.C. § 363(f), including but not limited to the liens of  
22 Pelican Crest II Community Association, Pelican Heights Homeowners  
23 Association, Newport Coast Community Association, Coastal Roofing  
24 Company, Inc., Silver Springs Pools And Spas, Inc., Terin Dumas Interior  
25 Artistry, and the Law Office Of Michael V. Severo;
- 26 4. Authorizing Debtor to pay all costs of sale (including but not limited to  
27 brokers' commissions) and taxes out of escrow;

28

EXH. "A"

- 9 -

- 1 5. Authorizing Debtor to execute any documents and take all actions
- 2 necessary or appropriate to effectuate the sale;
- 3 6. Finding that the Proposed Buyer is acting in good faith as described in 11
- 4 U.S.C. § 363(m);
- 5 7. Finding that notice of the motion, the hearing on the motion, and terms of
- 6 the proposed sale was timely and properly given in compliance with the
- 7 Bankruptcy Code and Federal Rules of Bankruptcy Procedure;
- 8 8. Waiving the ten (10) day stay as provided in Federal Rules of Bankruptcy
- 9 Procedure 6004(h);
- 10 9. Approving the terms of a second modification of the claim held by the
- 11 Lender;
- 12 10. Reserving exclusive jurisdiction to enforce the terms of, and/or resolve any
- 13 disputes related to, the Debtor's sale of the Property and/or the Court's
- 14 order on the Motion; and
- 15 11. Granting such other relief as the Court deems just and proper.

16 **PLEASE TAKE FURTHER NOTICE** that if a party is interested in receiving a copy  
17 of the Motion, it should submit a written request to counsel for the Debtor: Alan G.  
18 Tippie, Esq., **SulmeyerKupetz, A Professional Corporation**, 333 South Hope Street, 35<sup>th</sup>  
19 Floor, Los Angeles, California 90071, (213) 626-2311, [atippie@sulmeyerlaw.com](mailto:atippie@sulmeyerlaw.com).

20 **PLEASE TAKE FURTHER NOTICE** that pursuant to the same order in which the  
21 Court set the hearing on the Motion, the Court further ordered that any opposition to the  
22 Motion may be filed with the Court and served upon the Debtor up until the time of  
23 hearing on the Motion, with a courtesy copy of such opposition to be delivered to the  
24 chambers of the Honorable Robert Kwan no later than 3:30 p.m. on March 12, 2009.

25 **PLEASE TAKE FURTHER NOTICE** that copies of any timely filed opposition must  
26 be served upon the Debtor and its attorneys of record, **SulmeyerKupetz, A Professional**  
27 **Corporation**, 333 South Hope Street, 35<sup>th</sup> Floor, Los Angeles, California 90071,  
28 Attention: Alan G. Tippie, Fax 213 629-4520, and email [atippie@sulmeyerlaw.com](mailto:atippie@sulmeyerlaw.com), with

SulmeyerKupetz, A Professional Corporation  
333 SOUTH HOPE STREET, THIRTY-FIFTH FLOOR  
LOS ANGELES, CALIFORNIA 90071-1406  
TEL. 213.626.2311 • FAX 213.629.4520

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

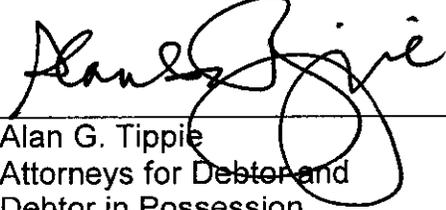
a copy served upon counsel to the Lender, Mark Mersel, Bryan Cave LLP, 3161  
Michelson Drive, Suite 1500, Irvine, California 92612-4414, Fax 949 437-8777, and email  
Mark.Mersel@bryancave.com.

**PLEASE TAKE FURTHER NOTICE** that the failure to timely object to the Motion  
may be deemed consent to the relief requested therein.

DATED: March 5, 2009

Respectfully submitted,

**SulmeyerKupetz**  
A Professional Corporation

By:   
Alan G. Tippie  
Attorneys for Debtor and  
Debtor in Possession

In re: FOUNDATIONS, INC.,	Debtor(s).	CHAPTER 11 CASE NUMBER 8:08-13321 RK
------------------------------	------------	---

**PROOF OF SERVICE OF DOCUMENT**

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is: **SulmeyerKupetz**, 333 S. Hope St., 35<sup>th</sup> Floor, Los Angeles, CA 90071-1406.

The foregoing document described **"NOTICE OF SALE OF ESTATE PROPERTY"** will be served or was served **(a)** on the judge in chambers in the form and manner required by LBR 5005-2(d); and **(b)** in the manner indicated below:

**I. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING ("NEF")** – Pursuant to controlling General Order(s) and Local Bankruptcy Rule(s) ("LBR"), the foregoing document will be served by the court via NEF and hyperlink to the document. On March 6, 2009, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following person(s) are on the Electronic Mail Notice List to receive NEF transmission at the email address(es) indicated below:

- Marilyn Sorenson, Esq., Office of the U.S. Trustee [marilyn.sorenson@usdoj.gov](mailto:marilyn.sorenson@usdoj.gov)
- H. Mark Mersel, Esq., Bryan Cave LLP [mark.mersel@bryancave.com](mailto:mark.mersel@bryancave.com)
- Katherine M. Windler, Esq., Bryan Cave LLP [Katherine.windler@bryancave.com](mailto:Katherine.windler@bryancave.com)
- 

Service information continued on attached page

**II. SERVED BY U.S. MAIL OR OVERNIGHT MAIL** (indicate method for each person or entity served):

On March 6, 2009, I served the following person(s) and/or entity(ies) at the last known address(es) in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States Mail, first class, postage prepaid, and/or with an overnight mail service addressed as follows. *Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.*

-- PLEASE SEE ATTACHED SERVICE LIST --

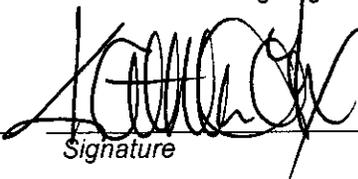
Service information continued on attached page

**III. SERVED BY PERSONAL DELIVERY, FACSIMILE TRANSMISSION OR EMAIL** (indicate method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on March 6, 2009 I served the following person(s) and/or entity(ies) by personal delivery, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. *Listing the judge here constitutes a declaration that personal delivery on the judge will be completed no later than 24 hours after the document is filed.*

**The Honorable Robert Kwan, Room 5165, 411 W. Fourth St., Santa Ana, CA 92701-4593**

Service information continued on attached page

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

March 6, 2009	Kathleen Fox	
Date	Type Name	Signature

**In re Foundations, Inc. [9533-2]**  
**SKDOCS\_WD-#523043-v1**  
**MASTER SERVICE LIST --AVERY LABELS 5161**

**DEBTOR**

FOUNDATIONS, INC.  
fka FOUNDATIONS, LLC  
8 Via Burrone  
Newport Coast, CA 92657-1407

**MAGNOLIA PLACE, LLC/FUNDEX ASSET MGMT. CORP. [RSN]**

H. Mark Mersel, Esq.  
BRYAN CAVE LLP  
1900 Main St., Suite 700  
Irvine, CA 92614-7328  
[mark.mersel@bryancave.com](mailto:mark.mersel@bryancave.com)

**NATIONAL CONSTRUCTIONS RENTALS, INC. [RSN]**

c/o Earle H. Cohen, Esq.  
CARLSON & COHEN LLP  
16133 Ventura Blvd., Suite 1175  
Encino, CA 91436-2415

**ALL CREDITORS**

ASSESSMENT MANAGEMENT SERVICES  
26895 Aliso Creek Road, Suite B #611  
Aliso Viejo, CA 92656

**CITIMORTGAGE**

c/o Les Zieve, Esq.  
Law Offices of Les Zieve  
18377 Beach Blvd., Suite 210  
Huntington Beach, CA 92648

**CONTINENTAL CURRENCY SERVICES INC.**

Attn: Legal Collections  
1108 E. 17th St.  
Santa Ana, CA 92701

**FIREMANS FUND INSURANCE CO.**

Attn: Corporate Collections  
Dept CH 10273  
Palatine, IL 60055-0273

**INTERNAL REVENUE SERVICE**

Insolvency 1 Stop 5022  
300 N. Los Angeles St., Room 406  
Los Angeles, CA 90012-9903

Frank Cadigan, Esq.  
OFFICE OF THE U.S. TRUSTEE  
411 W. Fourth Street, Suite 941  
Santa Ana, CA 92701  
[frank.cadigan@usdoj.gov](mailto:frank.cadigan@usdoj.gov)

**MAGNOLIA PLACE, LLC/FUNDEX ASSET MGMT CORP. [RSN]**

Katherine M. Windler, Esq.  
BRYAN CAVE LLP  
120 Broadway, Suite 300  
Santa Monica, CA 90401-2386  
[katherine.windler@bryancave.com](mailto:katherine.windler@bryancave.com)

**SILVER SPRINGS POOLS & SPAS [RSN]**

Mitchell B. Hannah/Hallie D. Hannah, Esq.  
LAW OFFICE OF MITCHELL B. HANNAH  
9900 Research Drive  
Irvine, CA 92618-4309

**AIMEE DOMINGUEZ**

DOMINGUEZ LLP  
3250 Wilshire Blvd., #1750  
Los Angeles, CA 90010

**CHRIS SEID**

7 Tanglewood Dr.  
Irvine, CA 92604

**COASTAL ROOFING CO., INC.**

17671 Metzler Lane, Unit B-2  
Huntington Beach, CA 92647

**CYNTHIA C. GOMEZ**

8 Via Burrone  
Newport Coast, CA 92657

**FRANCHISE TAX BOARD**

Special Procedures  
P.O. Box 2952  
Sacramento, CA 95812-2952

**LAW OFFICES OF MICHAEL V. SEVERO PC**

Michael V. Severo, Esq.  
811 Wilshire Blvd., Suite 1005  
Los Angeles, CA 90017  
[msevero@MVSLAW.com](mailto:msevero@MVSLAW.com)

LOS ANGELES TREASURER & TAX COLLECTOR

Attn: Linda Ramos  
255 N. Hill Street, Room 160  
P.O. Box 54110  
Los Angeles, CA 90051-0110

MAGNOLIA PLACE, LLC  
745 5th Avenue, Floor 18  
New York, NY 10151-1800

NEWPORT COAST COMMUNITY ASSOC.

c/o Assessment Management Services  
26895 Aliso Creek Road, Suite #B-611  
Aliso Viejo, CA 92656

NEWPORT COAST COMMUNITY ASSOC.

c/o Erika M. Hsu  
Feldsott & Lee  
23161 Mill Creek Dr., Suite 300  
Laguna Hills, CA 92653

ORANGE COUNTY TAX ASSESSOR

333 W. Santa Ana Blvd.  
Santa Ana, CA 92701

ORANGE COUNTY TREASURER-TAX COLLECTOR

Attn: Ratna D. Butani, Deputy  
P.O. Box 1438  
Santa Ana, CA 92702

PELICAN CREST II COMMUNITY ASSOC.

c/o Witkin & Neal LLC  
5805 Sepulveda Blvd.  
Van Nuys, CA 91411

PELICAN CREST II COMMUNITY ASSOC.

c/o Keystone Pacific Mgt.  
16845 Von Karmen Ave.  
Irvine, CA 92606

PELICAN CREST II COMMUNITY ASSOC.

c/o Neil Katz  
Robillard & Katz  
3535 Lomita Blvd., Suite C  
Torrance, CA 90505-5030

PELICAN HEIGHTS HOA

P.O. Box 7736  
Laguna Niguel, CA 92607

SURTERRE PROPERTIES

1400 Newport Center Dr., #100  
Newport Beach, CA 92660

TERIN DUMAS INTERIOR ARTISTRY

2021 W. Commonwealth Ave., Unit N  
Fullerton, CA 92833

Matthew Kinley, Esq.  
TREDWAY LUMSDAINE & DOYLE LLP  
10841 Paramount Blvd., Suite 202  
Downey, CA 90241

WACHOVIA MORTGAGE FKA WORLD SAVINGS

c/o Gay N. Ortega, Case Manager  
P.O. Box 659538  
San Antonio, TX 78265-2108

**ADDITIONAL LIENHOLDERS**

LORENZO ESPINOZA

6 Riez  
Newport Coast, CA 92657

DENNIS KATANGIAN

P.O. Box 4307  
Whittier, CA 92660

THYSSEN KRUPP ELEVATOR CORP.

114 Townpark Dr., Suite 300  
Kennesaw, GA 30144

THYSSEN KRUPP ELEVATOR CORP.

c/o The Prentice-Hall Corporation System, Inc.  
[Agent for Service of Process]  
2730 Gateway Oaks Dr., Suite 100  
Sacramento, CA 95833

THYSSEN KRUPP ELEVATOR CORP.

1600 S. Sunkist, Suite E  
Anaheim, CA 92806

THYSSEN KRUPP ELEVATOR CORP.  
c/o Daniel P. Bean, Esq.  
Taylor & Guterrez LLP  
332 Pine St., Suite 600  
San Francisco, CA 94104

Lance Fogel  
HOM Real Estate Group  
1200 Newport Center Dr., Suite 100  
Newport Beach, CA 92660

**BUYERS:**

George Goglanian and Asdghig Goglanian  
6376 Evening Star Circle  
Huntington Beach, CA 92648

Maureen Downey  
Coldwell Banker Previews International  
140 Newport Center Drive, Suite 100  
Newport Beach, CA 92660