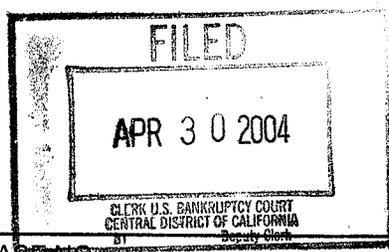


COPY

Attorney or Party Name, Address, Telephone & FAX Numbers, and California State Bar Number  
Jay L. Michaelson  
MICHAELSON, SUSI & MICHAELSON  
A Professional Corporation  
Seven West Figueroa St., 2nd Floor  
Santa Barbara, CA 93101  
(805) 965-1011

FOR COURT USE ONLY



UNITED STATES BANKRUPTCY COURT  
CENTRAL DISTRICT OF CALIFORNIA

In re: KARLESKINT-CRUM, INC.  
  
Debtor(s).

CASE NO.:  
ND 03-12450-RR

NOTICE OF SALE OF ESTATE PROPERTY

Sale Date: (None) Notice given pursuant to LBR 9013-1(g)(1)(A) Time: N/A

Location: N/A

Type of Sale:  Public:  Private: Last date to file objections: May 14, 2004

Description of Property to be Sold: See attached.

Terms and Conditions of Sale: See attached.

Proposed Sale Price: See attached

Overbid Procedure (If Any): None

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):  
Jay L. Michaelson  
Michaelson, Susi & Michaelson  
7 West Figueroa Street, 2nd Floor  
Santa Barbara, CA 93101  
(805) 965-1011; (805) 965-7351 (fax)

Date: April 30, 2004

1 MICHAELSON, SUSI & MICHAELSON

(SPACE BELOW FOR FILING STAMP ONLY)

2 A Professional Corporation  
3 ATTORNEYS AT LAW  
4 SEVEN WEST FIGUEROA STREET, SECOND FLOOR  
5 SANTA BARBARA, CALIFORNIA 93101-3191  
6 Telephone: (805) 965-1011  
7 Facsimile: (805) 965-7351  
8 Jay L. Michaelson, Bar No. 39774

9 Attorneys for Debtor and Debtor-in-Possession

10  
11 UNITED STATES BANKRUPTCY COURT  
12 CENTRAL DISTRICT OF CALIFORNIA, NORTHERN DIVISION

13 In re ) BK No. ND 03-12450-RR  
14 )  
15 KARLESKINT-CRUM, INC., ) Chapter 11  
16 )  
17 Debtor. ) MOTION FOR ORDER AUTHORIZING  
18 ) DEBTOR AND DEBTOR-IN-  
19 ) POSSESSION TO SELL PERSONAL  
20 ) PROPERTY AT PUBLIC AUCTION  
21 ) SALE; MEMORANDUM OF POINTS  
22 ) AND AUTHORITIES AND  
23 ) DECLARATION OF PAMELA K. CRUM  
24 )  
25 ) No Hearing Required  
26 )  
27 ) [Notice Given Pursuant to  
28 ) Local Bankruptcy Rule 9013-  
1(g) (1) (A)]  
29 )

30  
31 TO THE HONORABLE ROBIN RIBLET, UNITED STATES BANKRUPTCY  
32 JUDGE:

33 The Debtor and Debtor-in-Possession, Karleskint-Crum, Inc.  
34 ("Debtor") respectfully moves this court pursuant to 11 U.S.C.  
35 § 363(b) (1) for an order authorizing it to sell at public  
36 auction the assets of this estate more particularly described  
37 on Exhibit "A" attached to the Declaration of Pamela K. Crum  
38 filed in support of this motion.

1 This motion is made pursuant to the provisions of 11  
2 U.S.C. § 363(b)(1) and is based upon this Motion and the  
3 Memorandum of Points and Authorities and Declaration of Pamela  
4 K. Crum.

5 Notice of this motion was given pursuant to Local  
6 Bankruptcy Rule 9013-1(g)(1)(A). A copy of said Notice is  
7 attached hereto as Exhibit "C".

8 DATED: April 29, 2004

9 MICHAELSON, SUSI & MICHAELSON  
10 A Professional Corporation

11 By   
12 JAY L. MICHAELSON, Attorneys  
13 for Debtor and Debtor-in-  
14 Possession

15 MEMORANDUM OF POINTS AND AUTHORITIES

16 1. Movant is the Debtor and Debtor-in-Possession in this  
17 Chapter 11 case commenced by a voluntary Chapter 11 Petition  
18 filed on September 3, 2003.

19 2. Among the assets of this estate is the equipment more  
20 particularly described on Exhibit "A" attached to the  
21 Declaration of Pamela K. Crum filed in support of this Motion.

22 3. The equipment referred to in the paragraph  
23 immediately above is subject to a perfected pre-petition  
24 security interest in favor of Mid-State Bank & Trust ("Bank").

25 4. The Bank asserts that as of the petition date, Debtor  
26 was indebted to Bank in the principal sum of \$971,156.19 plus  
27 accrued interest, late charges and fees.

28

1           5.     The equipment described in paragraph 2 above is no  
2 longer needed in the operation of the Debtor's business. Both  
3 the Debtor and the Bank wish to liquidate the equipment and to  
4 apply the proceeds from the sale to reduce the Debtor's  
5 obligation to the Bank.

6           6.     Debtor wishes to employ Western Construction  
7 Auctions, Inc. to conduct a public auction sale of the  
8 equipment which is the subject of this Motion. The agreement  
9 between Western Construction Auctions, Inc. and the Debtor for  
10 the sale of the equipment is attached hereto as Exhibit "B".  
11 The auction agreement attached hereto as Exhibit "B" provides,  
12 in part, that the auction sale will be conducted on May 15,  
13 2004, and the property sold to the highest bidder with no  
14 minimum or reservation. The agreement further provides that  
15 the auctioneer will receive a commission equal to eight percent  
16 (8%) of the gross bid price and will be reimbursed for all out-  
17 of-pocket expenses, including transporting the personal  
18 property to the auction site and refurbishing and repairing the  
19 equipment for sale.

20           7.     Debtor believes that selling the subject equipment is  
21 in the best interests of this estate and its creditors in that  
22 it will reduce to cash non-productive, depreciating assets,  
23 which cash will be used to reduce the Debtor's obligation to  
24 the Bank. Debtor further believes that selling the equipment  
25 at a public auction sale will maximize the value of the  
26 equipment.

27           8.     This court may authorize the Debtor to sell estate  
28 assets outside of the ordinary course of business after notice

1 and an opportunity for hearing pursuant to 11 U.S.C. §  
2 363(b)(1), and notice given pursuant to Local Rule 9013-  
3 1(g)(1).

4 WHEREFORE, Movant prays for an order of this court as  
5 follows:

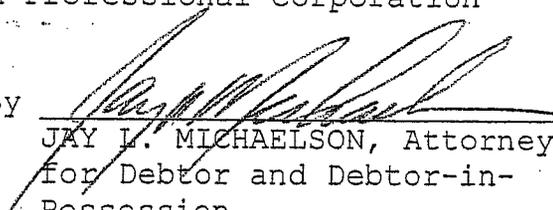
6 1. Authorizing the Debtor to sell the equipment more  
7 particularly described on Exhibit "A" attached to the  
8 Declaration of Pamela K. Crum at a public auction sale  
9 conducted by Western Construction Auction, Inc. pursuant to the  
10 terms and conditions of the auction agreement attached hereto  
11 as Exhibit "B".

12 2. That the proceeds of sale be paid to Mid-State Bank &  
13 Trust in recognition of the Bank's security interest in the  
14 equipment.

15 3. For such other and further relief as is just and  
16 proper.

17 DATED: April 29, 2004

18 MICHAELSON, SUSI & MICHAELSON  
19 A Professional Corporation

20  
21 By   
22 JAY L. MICHAELSON, Attorneys  
23 for Debtor and Debtor-in-  
24 Possession  
25  
26  
27  
28



1 Bank. I further believe that selling the equipment at a public  
2 auction sale will maximize the value of the equipment.

3 I declare under penalty of perjury that the foregoing is  
4 true and correct.

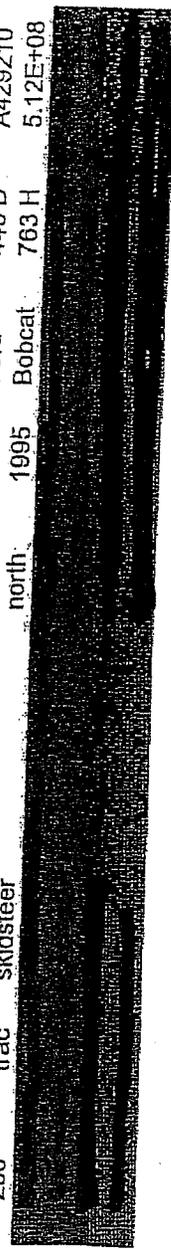
5 Executed this 28<sup>th</sup> day of April, 2004, at San Luis  
6 Obispo, California.

7  
8 Pamela K. Crum  
PAMELA K. CRUM

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Karleskint-Crum, Inc. Equipment List WCA

number	type	description	division	year	make	model	serial number	license or
29	trac	tractor w/ loader	north	1989	Ford	545 C	none	
31	trac	tractor w/ loader	south		Ford	3400	none	
32	trac	tractor	north		Ford	3400	none	
45	trac	Skid steer	south	1988	New Hollar	L 555 delu	732680	
54	trac	Tractor w/ loader	south	1988	Ford	545 A	82080	
63	trac	Grading tractor	south	1976	Ford	41400SU		
66	trac	tractor w/ loader	north	1977	Ford	532	527672	
75	trac	Little one	south	1978	Kubota	B6100	B6001-21604	
117	trac	tractor w/ loader and auger	south	1980	Ford	540		
118	trac	tractor	north		Kubota	B7100	HD10550	
149	trac	bucket, rollbar, scraper	north	1985	Ford	540 B	C-717828	
172	trac	loader, scraper, backhoe	south	1985	Kubota	L4150		
182	trac	tractor	north	1986	Kubota	L3750/4151	L3750DT-51050	
219	trac	rubber tracks	north	1995	Posi Trak	M070		
235	trac	Ford backhoe	south	1996	Ford	555 D back	A432045	
250	trac	skid steer loader	north		Bobcat	743 skid st	5.02E+08	
251	trac	JD backhoe	north	1988	John Deere	410C 4 x 4	T0410CD741736	
261	trac	skiploader	south		Ford	545	A422029	
274	trac	tractor loader	south		Ford	545 D	A442423	
284	trac	loader, gannon box	north	1995	Ford	445 D	A429210	
285	trac	skidsteer	north	1995	Bobcat	763 H	5.12E+08	



no number tiller attachment  
83 flat bed truck  
191 trle heavy drop deck equipment trailer  
no number aluminum irrigation pipe  
no number dump bed  
no number dump bed

Karleskint-Crum, Inc. Equipment List WCA

number	type	description	division	year	make	model	license or serial number
42	misc	Landleveler	south		Blackburn	Landleveler	none
43	misc	Landleveler	north		Blackburn	Landleveler	none
47	misc	Tiller	south	1989	Gearmore	H-150	none
48	misc	hydraulic digger	north		Danuser	auger power head	
49	misc	offset disc	north			offset disc	
55	misc	Flail mower	south	1974	Mott		
56	misc	Mower	north	1956	Toro	mower	
101	misc	spreader	south	1988	Gearmore	SP100	
102	misc	mower	north	1988	Toro	21" rear bagging	
106	misc	wacker rammer	north		Wacker	BS60Y	57991258
119	misc	mounted on 189	south		hydraulic p pump		
120	misc	tank and pump tractor mounte	north		hydraulic p pump		
129	misc	mower w/ mulch deck	mnt	1990	Walker	riding mow	90-7151-4607
141	misc	arrowboard on frame	north	1983	Arrow Boar	TC3672S	TC301BF106
142	misc	trailer arrowboard	south	1983	Arrow Boar	TC4896T	TC108CV101
150	misc	Tiller	north	1985	Gearmore	rototiller	5791
167	misc	wacker rammer	north	1989	Wacker	200	4285
180	misc	steam cleaner	north	1986	Hotsy	810	
181	misc	Mighty Max Super Series	north	1986	Vrisimo	SC-188	15001-14472-88ab
183	misc	trailer mounted sprayer	north	1986	SPCNS	sprayer	SE414564
185	misc	Mighty Max Super Series	north	1986	Vrisimo	LB-607	16140-79
186	misc	3 pt rototiller	north	1986	Gearmore	P185	849
187	misc	root pruner	south		Vermeer	T-300	
188	misc	3" trash pump	ers	1987	Honda	WT-30	6.3E+10
197	misc	irrigation pump on trailer	north			water pump	53697
198	misc	3" trash pump	ers	1987	Honda	WT-30	6300-1374553
200	misc	wacker rammer	north		Wacker	BS45Y	5.8E+08
204	misc	compressor	south		Le Roy	C196AU78	50952
206	misc	wacker rammer	north	1992	Wacker	BS60Y	5.8E+08

207	misc	55 gal sprayer/ hose	south	1993	Solar	VT304-55	P040101150
208	misc	round leg truck tank	north	1993	Nowesco	525G	79310012
209	misc	mower attachment	north		Turner	HM19380	
211	misc	wacker rammer	south		Wacker	BS45Y	5E+08
212	misc	wacker rammer	south		Wacker	BS45Y	5.8E+08
226	misc	riding lawnmower	mnt	1985	Toro	30780-50286	
260	misc	54" mower	mnt		John Deere	1330 mower	GX1330X052388
277	misc	arrow board	south		Lears	arrow board	SE408887
278	misc	arrow board	south		Celo	arrow board	SE357908
282	misc	wacker rammer	north		Wacker		5089803
283	misc	wacker rammer	north		Wacker		5089805
292	misc	600 water trailer	south		water trailer	600 gal	SE465685
293	misc	600 water trailer	south		water trailer	600 gal	SE465689
297	misc	trencher attachment	north		Tink	trencher	0389P
300	misc	grass mower, pull mower, PT	north	2000	Bushhog	TDM-8	120030
303	misc	preparator attachment	north		FFC	LAF3566	
							
323	misc	vibratory plate	south		Wacker	wp 1550	5071321
324	misc	air compressor	south	1998	Ingersoll R.P	185 WJD	1998E285845UB1221
328	misc	cement mixer	north	2001	Bobcat		M678500189
338	misc	100 gal sprayer	south		EZ100814-5K		15423

no number  
 83 tiller attachment  
 191 flat bed truck  
 no number trle heavy drop deck equipment trailer  
 no number aluminum irrigation pipe  
 no number dump bed  
 no number dump bed

Kubota FL850  
 Ford F600

Karleskint-Crum, Inc. Equipment List WCA

number	type	description	division	year	make	model	license or serial number
44	trnc	2310 trencher	south	1988	Ditchwitch	2310	E0540
46	trnc	4010 trencher	south	1988	Ditchwitch	4010 DD	6D0516
50	trnc	2310 offset trencher	north	1988	Ditchwitch	2310	3C0321
84	trnc	4010 trencher	north	1989	Ditchwitch	4010DD	6F1040
121	trnc	vibratory plow	north	1982	Ditchwitch	350 SX	180057
123	trnc	2310 trencher w/ backfill blade	north	1989	Ditchwitch	2310	3F0396
127	trnc	trencher with tracks	north	1980	Case	TF300	
157	trnc	boom auger A412	north	1985	Ditchwitch	4010	410471
177	trnc	6 way tilt blade, large boom	north	1986	Ditchwitch	2300	1DS0000N3F17B1598
196	trnc	4010 trencher	north	1987	Ditchwitch	4010 DD	6D0202
205	trnc	3500 trencher	south	1993	Ditchwitch	3500	3K0739/8K0473
210	trnc	kill dozer trencher	south		Case Davis	TE300	0268821
214	trnc	walk behind trencher	north		Ditchwitch	1010	5E2266
215	trnc	trencher/dig attachment	south	1993	Ditchwitch	4010	6G1886
227	trnc	5110 trencher	north	1996	Ditchwitch	5110 w/ A4	5N0086
252	trnc	2310 trencher	south		Ditchwitch	2310	3E0296
[REDACTED SECTION]							
327	trnc	trencher attachment	north	2000	Tink		08201P
no number		tiller attachment			Kubota	FL850	
83		flat bed truck			Ford	F600	
191	trle	heavy drop deck equipment trailer					
no number		aluminum irrigation pipe					
no number		dump bed					
no number		dump bed					

Karleskint-Crum, Inc. Equipment List WCA

number	type	description	division	year	make	model	license or serial number
37	trle	2 axle trailer	south	1973	Ditchwitch	T6 Carrier	KY1121
39	trle	2 axle trailer	north	1969	SPCNS	dbl axle	1VF9718
61	trle	Trencher trailer	south	1975	Ditchwitch	T3 trailer	MM1983
71	trle	trailer	north	1976	Ditchwitch	S2 trailer	4BF5876
77	trle	20' gooseneck	south	1984	SPCNS	20' goosen	VZ9438
82	trle	Fuel trailer	north	1985	SPCNS	fuel trailer	4BF6111
87	trle	trailer w/ sprayer	north	1975	Ditchwitch	S2 trailer	1BP7223
98	trle	Dianne Rincon	north	1980	U - Save	trailer	RP7868
122	trle	ramp champ - flat bed	north	1972	Miller	flat bed tral	1WZ2420
[REDACTED SECTION]							
128	trle	Dorsey trailer - non op	north	1967	Dorsey	DFVPT-20	XW1074
134	trle	5th wheel	south	1990	Zieman	2660	1WS802B
158	trle	trailer	north	1982	Ditchwitch	Bl-12	4BL3072
178	trle	trailer for #177	north	1985	Ditchwitch	BWT14	1DS0000N3F17B1598
179	trle	old Zieman	south	1986	Zieman	2625 equip	YC2262
192	trle	w/ 500 gal tank	south	1987	SPCNS	water traile	4BF6205
194	trle	equipment trailer	north	1985	Eager Bea	B9 DOW	1WZ2430
220	trle	drop deck	north	1980	Vulcan	flatbed	4BD1306
223	trle	water pump and trailer	north		Aerial	F4L1011F	088644
256	trle	8.5 x 12 ft trailer	mnt	1998	Apple	utility	1HD9529
275	trle	trailer	south	1999	Zieman	2600	1VR7540
287	trle	trailer	south	1999	Zieman	1185	1WE1974
307	trle	trailer	south	1979	Cal trailer	utility	4BF6341
335	trle	4 x 6 trailer	north	1986	Cal trailer		non op
no number		tiller attachment			Kubola	FL850	
83		flat bed truck			Ford	F600	
191	trle	heavy drop deck equipment trailer					
no number		aluminum irrigation pipe					
no number		dump bed					
no number		dump bed					

**Karleskint-Crum, Inc. Equipment List WCA**

number	type	description	division	year	make	model	license or serial number
35	trli	on inland marine	south	1988	Cal - trlr	utility	1US2363
41	trli	Storage van non-op	south	1956	TRLMO	Brown 24'	WJ3379
59	trli	Box trailer	north	1947	JEC	box trailer	BK9556
65	trli	Highway patrol trailer	south	1976	SPCNS	trailer	VX9849
94	trli	4 wheel pipe trlr - Bones	south		homemade	pipe trailer	none
112	trli	pipe and fitting trailer	south	1989	Aros	pipe trailer	1UF8258
113	trli	pipe and fitting trailer	south	1989	Aros	pipe trailer	1UF8257
116	trli	small equipment trailer	north	1981	U - Save	Carrier	1GB3465
135	trli	pipe and fitting trailer	south	1969	SPCNS	trailer	GL8077
143	trli	pipe and fitting trailer	south	1990	Caltrailer	trailer	1UX3705
no number		tiller attachment			Kubota	FL850	
83		flat bed truck			Ford	F600	
191	trle	heavy drop deck equipment trailer					
no number		aluminum irrigation pipe					
no number		dump bed					
no number		dump bed					

**Karleskint-Crum, Inc. Equipment List WCA**

number	type	description	division	year	make	model	license or serial number
13	FLFT Forklift		SLO		Clark		71T40
no number		tiller attachment			Kubota	FL850	
83		flat bed truck			Ford	F600	
191	trle	heavy drop deck equipment trailer					
no number		aluminum irrigation pipe					
no number		dump bed					
no number		dump bed					

**Karleskint-Crum, Inc. Equipment List WCA**

number	type	description	division	year	make	model	license or serial number
218	excavator		north	1989	Kubota	KH191	12K10198
no number		tiller attachment					
83		flat bed truck			Kubota	FL850	
191	trile	heavy drop deck equipment trailer			Ford	F600	
no number		aluminum irrigation pipe					
no number		dump bed					
no number		dump bed					

WESTERN CONSTRUCTION AUCTIONS, INC.  
AUCTION AGREEMENT

1. This auction agreement is entered into in the State of California between the undersigned ("Consignor") who appoints Western Construction Auctions, Inc. ("Auctioneer") as Consignor's agent to conduct a Public Auction ("Auction") of the personal property ("Property") described on the attached Consignor Inventory Listing and any additional Property delivered to the Auction site.
2. Consignor appoints Auctioneer as its true and lawful attorney-in-fact in Consignor's name and on Consignor's behalf to sign, execute, and deliver all necessary bills of sale, motor vehicle titles and other instruments of every nature whatsoever necessary or convenient to transfer free and clear title of the Property and permit registration of ownership by the bidder awarded the highest bid ("Buyer").
3. Consignor represents and warrants to be the owner of the Property consigned in this agreement and that the Property is free and clear of any encumbrances, rights and claims except as disclosed in writing by Consignor to Auctioneer at the execution of this agreement and prior to the Property being put up for bid.
4. Property shall remain at the sole risk of Consignor. Consignor shall be responsible for any loss or damage to the Property until the removal of the Property by the Buyer or receipt by Consignor of all proceeds from the sale of the Property. Property that is determined by Auctioneer to be "not sold" shall be removed by Consignor at Consignor's expense and risk no later than five working days after the Auction. Failure to remove Property will result in a \$20 per day per piece charge to the Consignor.
5. Consignor represents and warrants that all Property subject to this agreement is, and will continue to be until delivered to Buyer, covered by insurance maintained by Consignor. Consignor shall insure the property to its full insurable value against all perils so that in the event of damage to or destruction of the Property or any part thereof, all insurance proceeds shall be credited to the gross proceeds of the Auction and payment made to Auctioneer for:
  - A. commission based on the fair market value as determined by Auctioneer prior to such damage or destruction; and
  - B. repayment of all cash advances, if any, made by Auctioneer to or on behalf of Consignor; and
  - C. reimbursement of all out-of-pocket costs for refurbishing or repairs done by Auctioneer prior to the damage or destruction.
 Consignor acknowledges and agrees that Auctioneer shall not be liable to Consignor for the loss, damage, or destruction to or of the Property, and Consignor hereby releases Auctioneer from any claim for costs, damage, or expense arising out of such event howsoever caused.
6. Neither Consignor nor any other person, corporation, or agent of Consignor shall bid on Consignor's Property at the auction. In the event Consignor violates this provision, the equipment shall be deemed not sold and Consignor shall pay Auctioneer twenty percent of the awarded bid price, in addition to any other remedies applicable within this agreement.
7. Consignor indemnifies, defends, and holds Auctioneer harmless from and against any and all losses, costs, expenses, demands, claims, causes of action, and liabilities, including without limitation, reasonable attorney fees related directly or indirectly to, arising out of, or in connection with this agreement and/or the Property. Consignor agrees that said indemnity shall cover any and all losses arising out of or in connection with death or injury caused to person or damage to Property caused, wholly or in part, by defects in or the condition of the Property including without limitation product liability.
8. Consignor hereby authorizes Auctioneer at the absolute discretion of Auctioneer to conduct lien and title searches, including but not limited to UCC searches, in respect to the Property at the expense of Consignor, but in no case shall Auctioneer have a duty to conduct, nor be responsible for the results of any such title search. Consignor is solely responsible for any liens or encumbrances not uncovered in any such searches.
9. Auctioneer is authorized to satisfy or take assignment of the interest of secured parties, but nothing herein shall obligate Auctioneer to acquire the interest of a secured party, unless Auctioneer elects to do so in its sole and absolute discretion.
10. Consignor agrees and warrants to Auctioneer that Consignor shall be fully responsible for any and all sums owed to secured parties for equipment sold. In the event that the net proceeds from the sale of Property are not sufficient to fully pay any such sums owed to secured parties, Consignor shall immediately pay the deficit to Auctioneer. Net proceeds are defined as the gross sales less commission and expenses. Any advances paid to Consignor prior to the Auction are considered an Auction expense and, as such, will be deducted from the Consignor's net proceeds.
11. All Property should be delivered to the Auction site no later than one week prior to Auction date. In the event Consignor fails to deliver said Property, or if Consignor shall breach this contract, Consignor agrees to pay all expenses owed to Auctioneer and said commission based on market value of said Property, to be determined by Auctioneer.
12. Auctioneer reserves the right at Auctioneer's sole discretion, to change the time, place, and terms of the auction, provided the date is later than the original date of the Auction noted on this agreement.
13. Auctioneer may re-auction any part of the Property not sold or not paid for at the auction. Consignor hereby acknowledges that no monies shall be payable by Auctioneer until the Property has been paid for in full by the purchaser.
14. The Property will be sold to the highest bidder and there will be no guarantee whatsoever by Auctioneer as to the gross proceeds to be realized from the sale of the Property.
15. This contract creates a lien and charge upon the Property and may be registered under such personal property security or other legislation as may be in effect. This contract entitles Auctioneer to seize and retain possession of the Property as security for, and/or sell the Property to recover all sums owing to Auctioneer.
16. Consignor authorizes Auctioneer to utilize any part of the Property in setting up the auction.
17. Consignor will comply with all laws relating to the sale of the equipment.
18. Consignor authorizes Auctioneer to use Consignor's name, trademark, and/or logo in Auction advertisements.
19. Receipt by Auctioneer via facsimile of a signed copy of this Contract shall be considered binding on both parties.
20. Consignor agrees that the Property will be delivered functioning as intended and free of hazardous materials to the Auction site.
21. Within thirty banking days after the Auction date and after receipt of a signed Consignor Inventory Listing, Auctioneer shall present a full accounting of the sale proceeds and expenses. With such accounting, Auctioneer shall present Consignor with a check for monies due from such Auction unless delayed by legal proceedings or inability of Auctioneer to transfer title or ownership. Auctioneer reserves the right to eliminate from settlement any Property for which Auctioneer has not received all necessary motor vehicle documents or Property for which payment has not been made and Consignor agrees to accept responsibility for reclaiming same wherever located.
22. Consignor authorizes Auctioneer to reimburse itself for all penalties, fees, and expenses incurred on behalf of Consignor from Consignor's proceeds.
23. Consignor shall reimburse Auctioneer not less than \$25.00 for each and every item of Property involving ownership and/or registration documents controlled by the Department of Motor Vehicles, or similar agency of any state. This fee shall be required for all Property requiring such paperwork, regardless of whether or not such item is ultimately sold at a Western Construction Auctions, Inc. auction. For each DMV Property item, Consignor shall submit to Auctioneer no later than ten days prior to the Auction all documents that in Auctioneer's opinion are required to transfer ownership of Property, including but not limited to the following:
  - A. Certificate of Title or similar named title document in the name of the Consignor, with a Vehicle Identification Number (VIN) or serial number that clearly matches that of the Property, and
  - B. any applicable lienholder information and/or lien release paperwork endorsed by lienholder, and
  - C. a current Vehicle Registration (valid for at least thirty days after the Auction) or Planned Non-operation certificate and/or evidence that the Property has been in dealer inventory, and

### WESTERN CONSTRUCTION AUCTIONS, INC. AUCTION AGREEMENT

- D. a Smog Certificate, dated within 45 days of the Auction date, for all 1974 or newer gas vehicles, and
  - E. a current odometer statement for all vehicles, completed in its entirety and signed by Consignor, and
  - F. a DMV form REG 262 giving Western Construction Auctions, Inc. Power of Attorney to transfer the Property.
24. All fees and other charges required by any agency in order to effect clear and marketable title to DMV items shall remain the sole responsibility of Consignor.
25. Auctioneer reserves the right to eliminate any item from the sale at any time and for any reason, before, during, or after the auction.
26. Consignor agrees to reimburse Auctioneer for Consignor's pro-rata share of the Auction advertising costs and the rent and security for the Auction site, based on Consignor's percentage of the net sale of the Auction as a whole, except that Consignor's share will be no greater than \$250.00.
27. In the event that Auctioneer need bring any action to enforce any term or condition of this agreement, then Auctioneer shall be entitled to an award of its attorney's fees and costs incurred, including any costs or attorney's fees incurred on appeal.
28. This contract constitutes the entire agreement and takes the place of any and all prior contracts or understandings between the parties hereto and endures to the benefit of and is binding upon Consignor's heirs, executors, administrators, and successors. There are no representations, warranties, conditions, inducements, promises, or agreements, oral or otherwise, which have been made by any party to any other party. By signing this Agreement, Consignor acknowledges that Consignor has received, read, understands, and agrees to all of the terms and conditions of this agreement. This Agreement shall be construed in accordance with and governed by the laws of the State of California.
29. Auction will take place on or about May 15, 2004 at 9:00 AM at 14150 Old Highway 215 Frontage Road, Moreno Valley, CA 92553. Auctioneer reserves the right to change the Auction date, time and location so long as the new date is later than the original date.
30. Consignor agrees to sell the Property to the highest bidder, with no minimum, reservation, or buy-backs.
31. Consignor agrees to pay Auctioneer a commission of 8% of the awarded bid price for the Property that sold for less than \$1000 per lot. Consignor agrees to pay Auctioneer a commission of 8% of the awarded bid price for the Property that sold for \$1000 or more per lot. All consignments are subject to a \$250 minimum aggregate charge.

If there is no debt on the Property, please initial here: \_\_\_\_\_ OR list Lienholder(s) name, contact person and telephone number:

Mid State Bank Deborah Kelley 474-7664

CHECKED BOXES INDICATE ATTACHMENTS TO THIS AGREEMENT

- CONSIGNOR INVENTORY LISTING       ADDENDUM       OTHER \_\_\_\_\_

FIRST NAME PAMELA LAST NAME CRUM CONSIGNOR # \_\_\_\_\_

COMPANY NAME KARLESKINT CRUM INC  CORPORATION

SOCIAL SECURITY # \_\_\_\_\_ FEDERAL TAX ID # 95-1479578  DBA

ADDRESS 225 SUBURBAN ROAD  PARTNERSHIP

CITY SAN LUIS OBISPO STATE CA ZIP CODE 93401-7596

DAY PHONE 805-543-3304 FAX 805-543-3827 MOBILE \_\_\_\_\_ EVENING \_\_\_\_\_

EMAIL \_\_\_\_\_ WEBSITE \_\_\_\_\_

CONSIGNOR'S SIGNATURE Pamela X Crum for Karleskint - Crum Inc. DATE 4-27-04

BY \_\_\_\_\_

WESTERN CONSTRUCTION AUCTIONS, INC. BY \_\_\_\_\_ DATE 4/27/2004

1 MICHAELSON, SUSI & MICHAELSON

(SPACE BELOW FOR FILING STAMP ONLY)

2 A Professional Corporation

3 ATTORNEYS AT LAW

4 SEVEN WEST FIGUEROA STREET, SECOND FLOOR

5 SANTA BARBARA, CALIFORNIA 93101-3191

6 Telephone: (805) 965-1011

7 Facsimile: (805) 965-7351

8 Jay L. Michaelson, Bar No. 39774

9 Attorneys for Debtor and Debtor-in-Possession

10 UNITED STATES BANKRUPTCY COURT

11 CENTRAL DISTRICT OF CALIFORNIA, NORTHERN DIVISION

12	In re	)	BK No. ND 03-12450-RR
		)	
13	KARLESKINT-CRUM, INC.,	)	Chapter 11
		)	
14	Debtor.	)	NOTICE OF MOTION FOR ORDER
		)	AUTHORIZING DEBTOR AND
15		)	DEBTOR-IN-POSSESSION TO SELL
		)	PERSONAL PROPERTY AT PUBLIC
16		)	AUCTION SALE
		)	
17		)	<u>No Hearing Required</u>
		)	
18		)	[Notice Given Pursuant to
		)	Local Bankruptcy Rule 9013-
19		)	1(g) (1) (A)]
		)	
20		)	

21 TO THE UNITED STATES TRUSTEE, ALL CREDITORS, ALL PARTIES  
22 REQUESTING SPECIAL NOTICE, AND OTHER PARTIES IN INTEREST:

23 PLEASE TAKE NOTICE that Karleskint-Crum, Inc., Debtor and  
24 Debtor-in-Possession ("Debtor"), has filed a motion for an  
25 order authorizing it to sell personal property assets of this  
26 estate more particularly described on Exhibit A attached to the  
27 Declaration of Pamela K. Crum filed in support of the motion at  
28 a public auction sale.

EXHIBIT "C"

1           The equipment which the Debtor proposes to sell is no  
2 longer needed in the operation of the Debtor's business and is  
3 subject to a pre-petition security interest in favor of Mid-  
4 State Bank & Trust.

5           The Debtor proposes to sell the personal property at a  
6 public auction sale on May 15, 2004, to be conducted by Western  
7 Construction Auctions, Inc. ("Western") pursuant to an auction  
8 agreement. The auction agreement provides that Western will  
9 receive as compensation eight percent (8%) of the gross bid  
10 price and will be reimbursed for all out-of-pocket expenses  
11 including transporting the personal property to the auction  
12 site and refurbishing and repairing the equipment for sale.

13           For further particulars, please see the Motion on file  
14 with the court or contact the undersigned.

15           PLEASE TAKE FURTHER NOTICE that this notice is given  
16 pursuant to Local Bankruptcy Rule 9013-1(g)(1) and that  
17 pursuant to the provisions of Section 102(1)(A) of the  
18 Bankruptcy Code, the Court may grant the debtor's Motion  
19 without an actual hearing if such hearing is not requested  
20 timely by a party in interest. Any party in interest who  
21 wishes to object to the Motion must file their written  
22 objection and request for a hearing with the Clerk of the

23 ///

24 ///

25 ///

26 ///

27 ///

28

1 Bankruptcy Court and serve the undersigned with a copy within  
2 15 days from the date of this notice. Any objection not timely  
3 filed and served may be deemed waived.

4 DATED: April 29, 2004.

5 MICHAELSON, SUSI & MICHAELSON  
6 A Professional Corporation

7  
8 By 

9 JAY L. MICHAELSON  
10 Attorneys for Debtor and  
11 Debtor-in-Possession  
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DECLARATION OF SERVICE

[U.S. Bankruptcy Court, Central District, Local Rule 7004-1(b)

CHERYL NICCOLI, the undersigned, hereby declares:

Declarant is a citizen of the United States and is employed by the law firm of Michaelson, Susi & Michaelson, a Professional Corporation, Seven West Figueroa Street, Santa Barbara, CA 93101. Declarant is over the age of 18 years and is not a party to the within action.

On the 29th day of April, 2004, at the direction of JAY L. MICHAELSON of said firm and a Member of the Bar of the United States District Court for the Central District of California, I served the:

NOTICE OF MOTION FOR ORDER AUTHORIZING DEBTOR AND DEBTOR-IN-POSSESSION TO SELL PERSONAL PROPERTY AT PUBLIC AUCTION SALE

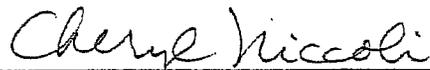
on the interested parties in this matter by:

(X) mailing, with postage thereon fully prepaid; ( ) personally delivering; ( ) sending via FAX transmission with confirmation of transmittal by follow-up telephone call and transmit confirmation report to the individuals at the addresses and FAX numbers listed below; or ( ) sending via overnight carrier, a true copy thereof, to said party at his, her, or their known address, to wit:

-SEE ATTACHED LIST-

I declare under penalty of perjury that the foregoing is true and correct.

Executed at Santa Barbara, California, on the 29th day of April, 2004.

  
\_\_\_\_\_  
CHERYL NICCOLI, Declarant

Office of the U.S. Trustee  
21051 Warner Center Lane, Suite 115  
Woodland Hills, CA 91367

Requests for Special Notice

David Y. Farmer, Esq.  
Farmer & Ready  
1254 Marsh Street  
P.O. Box 1443  
San Luis Obispo, CA 93406

Laquer, Urban, Clifford & Hodge LLP  
Attention James L. Reynolds, Esq.  
225 South Lake Avenue, Suite 200  
Pasadena, CA 91101-3030

Robert C. Niesley, Esq.  
Watt, Tieder, Hoffar & Fitzgerald LLP  
3 Park Plaza, Suite 1500  
Irvine, CA 92614

Darren Pascarella, Esq.  
Reed Smith LLP  
599 Lexington Avenue, 29th Floor  
New York, NY 10022

National Pension Fund and International Training Fund  
c/o John R. Harney  
O'Donoghue & O'Donoghue LLP  
4748 Wisconsin Avenue, N.W.  
Washington, DC 20016

Stephen G. Chandler  
Best Building  
1330 East 14th Street  
San Leandro, CA 94577

Christopher E. Seymour, Esq.  
Kimble, MacMichael & Upton  
5260 N. Palm Avenue, Suite 221  
P.O. Box 9489  
Fresno, CA 93792-9489

Robert E. Hurlbett  
Pinsker & Hurlbett  
15 W. Carrillo Street, #220  
Santa Barbara, CA 93101

Marsha M. Hamasaki  
Reich, Adell, Crost & Cvitan  
3550 Wilshire Boulevard, Suite 2000  
Los Angeles, CA 90010-2421

Official Committee of Unsecured Creditors  
San Luis Obispo County Farm Supply Company  
Attention James Brabeck  
PO Box 111  
San Luis Obispo, CA 93406

Ditchwitch of the Pacific  
Attention Robert Van Bureau  
3897 N. South Bank Road  
Oxnard, CA 93030

S&S Seeds  
Attention Victor Schaff  
PO Box 1275  
Carpinteria, CA 93014-1275

United Greenmark  
7514 Redwood Boulevard  
Novato, CA 94945

Creditors

AAMCO San Luis Obispo  
12330 Los Osos Valley Road  
San Luis Obispo, CA 93405

AC Dike Co  
2788 Venture Drive  
Lincoln, CA 95648-9500

Accurate Backflow Testing and  
Valve Repair Inc  
7840 Burnet Avenue  
Van Nuys, CA 91405

Advanced Data Forms  
PO Box 1020  
Arroyo Grande, CA 93420-1020

Agromin Horticultural Soils  
PO Box 4009  
Ventura, CA 93007

Alpine Drinking Water  
Summit Bottled Water Inc  
PO Box 13208  
Fresno, CA 93794-3208

American Wholesale Nurseries  
7949 Deering Avenue  
Canoga Park, CA 91304

Amerigas Santa Maria  
912 W Betteravia  
Santa Maria, CA 93455

Andre Morris and Buttery  
PO Box 730  
San Luis Obispo, CA 93406-0730

Andy Gump Temp Site Service  
26954 Ruether Avenue  
Santa Clarita, CA 91351

Arrow Asphalt Recycling  
1620 W Pellisier Road  
Colton, CA 92324

ASAP Blueprinting and Copying  
PO Box 1678  
Morro Bay, CA 93443-1678

Asbury Environmental Service  
File No 41899  
Los Angeles, CA 90074-1899

Assistant US Attorney  
Tax Division  
312 N Spring Street  
Los Angeles, CA 90012

Associated Backflo Service  
PO box 6971  
Los Osos, CA 93412

Associated General Contractor of  
California Inc  
3095 Beacon Blvd  
West Sacramento, CA 95691

Associated Ready Mix  
2730 E Washington Blvd  
Los Angeles, CA 90023

Ballantine Inc  
The Northern Trust Company  
PO Box 92218  
Chicago, IL 60675-2218

Barbich, Hooper, Longcrier and King  
100 Cross Street, Suite 103  
San Luis Obispo, CA 93401

Baron Brothers Nursery Inc  
7568 Santa Rosa Road  
Camarillo, CA 93012

Bay Area Concrete Inc  
4179 Business Center Drive  
Fremont, CA 94538

Bay Area Rapid Transit  
Attention District Secretary  
PO Box 12688  
Oakland, CA 94604

BBL Occupational Medical Center  
PO Box 2180  
Oxnard, CA 93034

Bee Professionals  
24600 Kittridge Street  
West Hills, CA 91307

Berchtold Equipment Co  
1410 W Betteravia Road  
Santa Maria, CA 93455

Big Box  
PO Box 1788  
Ventura, CA 93002

Bioscape Inc  
101 Lombard Street Suite 17E  
San Francisco, CA 94111

Boething Treeland Farms Inc  
23475 Long Valley Road  
Woodland Hills, CA 91367

Curt Boutwell  
1237 Ironbark Street  
San Luis Obispo, CA 93401

Ron Bragg  
dba Spraywest  
47 W Goshen Avenue  
Clovis, CA 93611

C & N Tractor Paso Robles  
2690 Ramada Drive  
Paso Robles, CA 93446

C & N Tractors  
496 Salinas Road  
Watsonville, CA 95076-5259

C & R Reprographics  
1794 Goodyear Avenue  
Ventura, CA 93003

CA Landscape Contractors Association Inc  
1491 River Park Drive Suite 100  
Sacramento, CA 95815

Cal Coast Machinery Santa Maria  
PO Box 196  
Santa Maria, CA 93456

California Attorney General  
Department of Justice  
300 S Spring Street 9N  
Los Angeles, CA 90013

California Overnight  
2380 W Winton Ave  
Hayward, CA 94545

California Wood Recycling Inc  
2950 Johnson Drive Suite 101  
Ventura, CA 93003

Camarillo Lawnmower  
1955 E Daily Drive  
Camarillo, CA 93010-6300

Central Coast Custom Janitorial  
3960 S Higuera No 167  
San Luis Obispo, CA 93401

Chapparal Construction  
5625 Vineyard Avenue  
Oxnard, CA 93030

Cherry Lane Nursery  
436 Traffic Way  
Arroyo Grande, CA 93420-3374

Chevron  
PO Box 2001  
Concord, CA 94529-0001

Cirimele Electric Works Inc  
607 Marine Way South  
Richmond, CA 94804

Citi Aadvantage Business Card  
PO Box 6309  
The Lakes, NV 88901-6309

Citicorp Vendor Finance Inc  
PO Box 7247-0322  
Philadelphia, PA 19170-0322

City of Ontario  
Refuse Billing  
Box 30427  
Los Angeles, CA 90030-0427

City of Oxnard  
City Treasurer  
111 S Del Norte Blvd  
Oxnard, CA 93030

CJ Growers  
PO Box 28456  
San Diego, CA 92198

Coastal Computers  
3195 McMillan Suite B  
San Luis Obispo, CA 93401

Coastal Rolloff Service  
970 Monterey Street  
San Luis Obispo, CA 93401

Color Spot Nurseries  
Dept 1557  
PO Box 61000  
San Francisco, CA 94161-1557

Conectus  
3225 Grande Vista Drive  
Newbury Park, CA 91320

Construction Laborers Trust So Calif  
PO Box 513638  
Los Angeles, CA 90051-1638

Cornflower Farms Inc  
PO Box 896  
Elk Grove, CA 95759-0896

Cowan Rental Services  
Accounting  
2330 Cherry Industrial Circle  
Long Beach, CA 90805-4417

Crime Prevention Program of  
Southern California  
10945 South Street No 305  
Cerritos, CA 90703-5350

Cruz Brothers Locators Inc  
PO Box 66768  
Scotts Valley, CA 95067

Crystal Springs Water Co  
3215 Rockview Place  
San Luis Obispo, CA 93401

D & D Parts Exchange  
3427 Roberto Court  
San Luis Obispo, CA 93401

Daniels Tire Service  
1040 Commercial Avenue  
Oxnard, CA 93030

Delta Debris Box Service  
4080 Mallard Drive  
PO Box 5397  
Concord, CA 94520

Department of Justice  
Tax Division Civil Trial West  
PO Box 683 Ben Franklin Station  
Washington, DC 20044

Dependable Fire Protection  
PO Box 334  
Atascadero, CA 93423-0334

Devin Derham Burk Trustee  
PO Box 50013  
San Jose, CA 95150

Desert Aggregates Inc  
File 73510  
PO Box 600000  
San Francisco, CA 94160-3510

JB Dewar  
PO Box 3059  
San Luis Obispo, CA 93403-3059

Ecological Concerns Inc  
dba Central Coast Wilds  
114 Liberty Street  
Santa Cruz, CA 95060

ED Coat Inc  
715 4th Street  
Oakland, CA 94607-3098

Edison Co  
PO Box 600  
Rosemead, CA 91771-0001

David E Edsall  
2301 Daily Drive Suite 300  
Camarillo, CA 93010

El Rio Auto Parts  
2731 Vineyard Avenue  
Oxnard, CA 93030

Elkhorn Native Plant Nursery  
PO Box 270  
Moss Landing, CA 95039-0270

Emed Company Inc  
PO Box 369  
Buffalo, NY 14240

Employment Development Department  
PO Box 826847  
Sacramento, CA 95814  
Environmental Restoration Technology Ltd  
5447 Laird Road  
Loomis, CA 95650

Excel Garden Products  
15620 Shoemaker Avenue  
Santa Fe Springs, CA 90670

Albino Fabian  
9847 Stanwin Avenue  
Arleta, CA 91334

Federal Express  
PO Box 1140  
Dept 1  
Memphis, TN 38101-1140

Fence Factory  
1441 Callens Road  
Ventura, CA 93003-5696

Fix Net  
4251 S Higuera Suite 702  
San Luis Obispo, CA 93401

James Flores  
14416 Cohasset Street  
Van Nuys, CA 91405

Forest Nursery  
112 E Clark Valley Road  
Los Osos, CA 93402-4631

Fox Valley Systems Inc  
640 Industrial Drive  
Cary, IL 60013

Frantz Wholesale Nursery  
12161 Delaware Road  
Hickman, CA 95323

GAR Tootelian Inc  
8246 S Crawford  
Reedley, CA 93654

GE Capital  
44 Ridgebury Road  
Danbury, CT 06810

GE Capital Fleet Services  
PO Box 100363  
Atlanta, GA 30384-0363

GE Capital Modular Space  
PO Box 641595  
Pittsburgh, PA 15264-1595

GI Industries  
195 W Los Angeles  
Simi Valley, CA 93065

PW Gillibrand Co  
PO Box 1019  
Simi Valley, CA 93062-1019

TG Glaser  
PO Box 320  
Somis, CA 93066

Granite Contruction Co  
File 73523  
PO Box 60000  
San Francisco, CA 94160-3523

Greenfield Turf  
PO Box 248  
Greenfield, CA 93927

Grove Lumber  
2042 S Grove  
Ontario, CA 91761

Hay Connection  
1996 Schlotz Court  
Woodland, CA 95776

Horizon  
PO Box 52758  
Phoenix, AZ 85072-2758

Ikon Office Solutions Inc  
Northwest District  
PO Box 7414  
Pasadena, CA 91109-7414

Internal Revenue Service  
Special Procedures Bankruptcy  
PO Box 99 Stop HQ 5420  
San Jose, CA 95113-2397

Interstate Batteries Inc  
693 N Ventura Avenue  
Ventura, CA 93001

IOS Capital  
PO Box 650073  
Dallas, TX 75265-0073

IOS Capital  
PO Box 9115  
Macon, GA 31208-9115

IRS District Director  
LA District Western Region  
300 N Los Angeles Street  
Los Angeles, CA 90012

JJs Landscape Products  
5450 Edna Road  
San Luis Obispo, CA 93401

JW Enterprises  
1689 Morse Avenue  
Ventura, CA 93003

KCI Environmental Inc  
PO Box 3307  
San Luis Obispo, CA 93403

Kelly Cleaning and Supplies  
1445 Donlon Street No 4  
Ventura, CA 93003

Lamar Brothers Tire Service Inc  
330 Griffin Street  
Salinas, CA 93901-4304

Lash Construction Inc  
PO Box 4640  
Santa Barbara, CA 93140-4640

Linson Signs  
843 Via Esteban No 4  
San Luis Obispo, CA 93401

Lister Rents Inc  
252 Skyline Dr  
Thousand Oaks, CA 91362

Local Union No 345  
142 W Pomona Avenue  
Monrovia, CA 91016

Lyon Staffing and Training Services  
4732 Telephone Road, Suite C  
Ventura, CA 93003

Maleenee Desert Gallery Inc  
dba California Cactus Center  
216 S Rosemead Blvd  
Pasadena, CA 91107

Mark Mason  
11125 Guibal  
Gilroy, CA 95020

Mats Brake & Alignment  
770 Capitolio Way  
San Luis Obispo, CA 93401

MBNA Platinum Plus  
PO Box 15469  
Wilmington, DE 19886-5469

Med Stop Clinics  
283 Madonna Road Suite B  
San Luis Obispo, CA 93405

Mejias Nursery Inc  
2100 Greenwood Ave  
Monterey Park, CA 91754

Mesa Pacific Growers  
2000 Jefferson Street  
Riverside, CA 92504

Mid State Bank  
536 Camino Mercado  
Arroyo Grande, CA 93420

Mid State Bank & Trust  
Credit Service Center  
PO Box 6001  
Arroyo Grande, CA 93421-6001

Mid State Bank and Trust  
536 A Camino Mercado  
Arroyo Grande, CA 93421

Miller Law Firm  
4310 Madison Avenue  
Kansas City, MO 64111-3435

Misan Construction  
6269 Southfront Road  
Livermore, CA 94550

Mission Uniform Service  
399 Errol Street  
Morro Bay, CA 93442

Mitsuwa Nursery Inc  
PO Box 487  
Moorpark, CA 93020-0487

MMC Emergency Physical Medical Group  
PO Box 660580  
Arcadia, CA 91066-0580

Mobile Storage Group  
PO Box 10999  
Burbank, CA 91510-0999

Monterey Bay Nursery  
PO Box 1296  
Watsonville, CA 95077

Monterey Regional Waste  
Management District  
PO Box 1670  
Marina, CA 93933-1670

Moore Rec and Park Equipment Inc  
PO Box 940070  
Simi Valley, CA 93094-0070

Moores Western Nursery  
8255 Morro Road  
Atascadero, CA 93422

Morris and Garritano Insurance  
PO Drawer 1189  
San Luis Obispo, CA 93406-1189

MPower Communications  
PO Box 60767  
Los Angeles, CA 90060-0767

Murphy & Clay Electric Inc  
2696 Lavery Court Suite 28  
Newbury Park, CA 91320

National Construction Rentals Inc  
PO Box 4503  
Pacoima, CA 91333-4503

Native Oak Nursery  
45 Webb Road  
Watsonville, CA 95076

Nature Gro Corp  
PO Box 596  
Ojai, CA 93024-0596

New England Bus Service  
Attention Accounts Receivable  
500 Main Street  
Groton, MA 01471-0004

New Holland Credit  
PO Box 504703  
The Lakes, NV 88905-4703

New Holland Credit  
PO Box 3600  
Lancaster, PA 17604

Nextel Communications  
PO Box 54977  
Los Angeles, CA 90054-0977

Nitro Associates  
1276 E Colorado Blvd Suite 203  
Pasadena, CA 91106

Noble Saw  
PO Box 3237  
San Luis Obispo, CA 93403-3237

Normans Nursery  
8665 E Duarte Road  
San Gabriel, CA 91775-1139

North Tree Fire  
PO Box 863  
Marina, CA 93933

Northern Calif Laborers Trust Fund  
PO Box 45147  
San Francisco, CA 94145-0001

Northern California Laborers  
220 Campus Lane  
Fairfield, CA 94534-1498

Northern Pipe Fitters  
PO Box 7909  
San Francisco, CA 94120

Operating Engineers of Southern CA  
100 E Corbon Drive  
Pasadena, CA 91103

Orr Safety  
PO Box 631698  
Cincinnati, OH 45263-1698

Pacific Coast Seed Inc  
5333 Hawthorne Place  
Livermore, CA 94550

Pacific Coast Soils Inc  
470 Hidden Valley Road  
Royal Oaks, CA 95076

Pacific Computer Product Inc  
PO Box 8968  
Fountain Valley, CA 92728

Pacific Sod  
dba Pacific Earth Resources  
Dept 1489  
Los Angeles, CA 90084-1489

Pacific Soil Stabilization  
1279 W Stowell Road Unit A  
Santa Maria, CA 93458

Pamela and Gerald Crum  
1642 Alrita  
San Luis Obispo, CA 93401

Parris Signs  
24420 Chaps Circle  
Murrieta, CA 92562

PC Doctor  
PO Box 6962  
Westlake Village, CA 91359

Performance Nursery  
2501 Manhattan Beach Blvd  
Redondo Beach, CA 90278

Phillips Goldman Spence PA  
1200 N Broom Street  
Wilmington, DE 19806

Pipe Trades District Council 36  
1120 S Bascom Avenue  
San Jose, CA 95128

Pitney Bowes  
PO Box 856390  
Louisville, KY 40285-6390

Pitney Bowes  
1313 N Atlantic 3rd Floor  
Spokane, WA 99201-2303

Porta Stor  
PO Box 1435  
Ventura, CA 93002-1435

Portosan  
PO Box 787  
Salinas, CA 93902

Pro Line Striping Inc  
207 W Los Angeles Ave No 168  
Moorpark, CA 93021

Purchase Power  
PO Box 856042  
Louisville, KY 40285-6042

Quill Corp  
PO Box 94081  
Palatine, IL 60094-4081

R & J Inc  
dba Joy Engineering  
600 Magnolia Avenue  
Portola, CA 96122

Rain Master Irrigation System Inc  
3910-B Royal Avenue  
Simi Valley, CA 93063

Rana Creek Habitat Restoration Corp  
35351 E Carmel Valley Road  
Carmel Valley, CA 93924

Ratliff Welding & Machine Shop  
245 Higuera Street  
San Luis Obispo, CA 93401

Paul Ready Esq  
Farmer and Ready  
PO Box 1443  
San Luis Obispo, CA 93401

Reed and Graham  
PO Box 5940  
San Jose, CA 95150

Rental Service Corp  
PO Box 8450514  
Dallas, TX 75284

Rincon Gardens  
3945 Pacific Coast Highway  
Ventura, CA 93001

Rossi Transport Service  
PO Box 120  
Templeton, CA 93465-0120

RPW Services Inc  
PO Box 2342  
Fullerton, CA 92633-2342

S & S Directional Drilling Inc  
1180 Carriage Lane  
Corona, CA 92280

Safety Kleen  
PO Box 7170  
Pasadena, CA 91109-7170

Sala Brothers Water Truck Inc  
1935 El Camino Real  
Aromas, CA 95004

Salinas Valley Building Exchange  
590 A Brunken Avenue  
Salinas, CA 93901

Salinas Valley Solid Waste  
337 Melody Lane  
Salinas, CA 93901

San Luis Truck Service Garage Inc  
PO Box 941  
San Luis Obispo, CA 93401-0941

Santa Maria Tire Inc  
PO Box 6007  
Santa Maria, CA 93456

SBC  
Payment Center  
Sacramento, CA 95887-0001

Sequoia Horticultural Productsq  
PO Box 963  
Dinuba, CA 93618

Shell Oil Co  
PO Box 9016  
Des Moines, IA 50368-9016

Shoreline Organics  
6859 Arnold Road  
Oxnard, CA 93033

Signal Electric  
PO Box 611525  
San Jose, CA 95161

SLO County Builders Exchange  
3563 G Sueldo Street  
San Luis Obispo, CA 93401-7331

Smith Pipe and Supply Inc  
PO Box 5051  
Westlake Village, CA 91359-5051

So Calif Pipe Trades Trust  
PO Box 512662  
Los Angeles, CA 90051-0662

The Sod Source  
5755 W Barstow  
PO Box 25519  
Fresno, CA 93729-5519

Soil and Plant Lab Inc  
PO Box 6566  
Orange, CA 92863-6566

South Pipefitters National Fund  
103 Oronoco Street  
Alexandria, VA 22314

Southern Calif Pipe Trades  
501 Shatto Place 5th Floor  
Los Angeles, CA 90020

Southern California Laborers  
4401 Santa Anita Ave Suite 201  
El Monte, CA 91731

Sparkletts  
McKesson Water Products Co  
PO Box 7126  
Pasadena, CA 91109-7126

Specialty Crane Rigging Corp  
One South Fairview Avenue  
Goleta, CA 93117

Sprint  
PO Box 79255  
City of Industry, CA 91716-9255

Staben Equipment  
PO Box 869  
Oxnard, CA 93032

Staben Equipment Co Inc  
Farm Plan Dept 77175  
PO Box 77000  
Detroit, MI 48277-0175

Staples  
Dept 55 0000146335  
PO Box 9026  
Des Moines, IA 50368-9026

State Compensation Insurance Fund  
2901 N Ventura Avenue  
Oxnard, CA 93035

Suburban Associates  
623 Jeffrey Drive  
San Luis Obispo, CA 93401

Gary Sweeney  
PO Box 841  
Ojai, CA 93024

TG Glaser General Engineering  
4110 E Ventura Blvd  
Oxnard, CA 93030

Tiedemann Nurseries LLC  
4707 Cherryvale Avenue  
PO Box 926  
Soquel, CA 95073

The Tire Store  
252 Higuera  
San Luis Obispo, CA 93401

Traffic Control Service Inc  
1881 Betmor Lane  
Anaheim, CA 92805-6759

Tree of Life Wholesale Nursery  
PO Box 635  
San Juan Capistrano, CA 92693-0635

Trojan Portable Service  
1153 S Eastern Avenue  
Los Angeles, CA 90022

Trusted Tree Care  
PO Box 1212  
Ventura, CA 93003

U Rent Inc  
92 North Dawson Drive  
Camarillo, CA 93012

Union Asphalt Inc  
PO Box 1280  
Santa Maria, CA 93456

United Forest Products  
1051 Todd Road  
Santa Rosa, CA 95407

United Rentals  
c/o Champe & Walke  
1420 Caldwell Avenue  
Modesto, CA 95350

Universal Waste Systems Inc  
PO Box 700  
Pomona, CA 91769

Unocal  
PO Box 7600  
Tulsa, OK 74101-7600

Vacca Industrial  
330 N Wood Road Unit L  
Camarillo, CA 93010

Valley Crest Tree Co  
24121 Ventura Blvd  
Calabasas, CA 91302

Valley Saw & Garden Equipment  
441 Front Street  
Salinas, CA 93901

Verizon California  
PO Box 30001  
Inglewood, CA 90313-0001

Verizon Wireless  
PO Box 4001  
Inglewood, CA 90313-4001

Viking Office Products  
PO Box 30488  
Los Angeles, CA 90030-0488

Villa Automotive  
34 South C Street  
San Luis Obispo, CA 93401

Wallace Laboratories  
365 Coral Circle  
El Segundo, CA 90245

Waynes Tire Inc  
PO Box 6150  
Santa Maria, CA 93456-6150

West Coast Sand & Gravel Inc  
PO Box 5267  
Buena Park, CA 90620

Western Engineer Supply Co  
6785 Sierra Court Suite A  
Dublin, CA 94568

Westside Auto Parts and Tire Co  
56 Prado Road  
San Luis Obispo, CA 93401

Whitaker Hardware  
173 East High Street  
PO Box 1  
Moorpark, CA 93021

Wilbur Ellis Company  
Helm Western Business Unit  
PO Box 515434  
Los Angeles, CA 90051-6734

FG Wilcox Inc  
PO Box 5231  
Oxnard, CA 93031-5231

Zurich North America  
135 S LaSalle  
Dept 8734  
Chicago, IL 60674-8734

DECLARATION OF SERVICE

[U.S. Bankruptcy Court, Central District, Local Rule 7004-1(b)

CHERYL NICCOLI, the undersigned, hereby declares:

Declarant is a citizen of the United States and is employed by the law firm of Michaelson, Susi & Michaelson, a Professional Corporation, Seven West Figueroa Street, Santa Barbara, CA 93101. Declarant is over the age of 18 years and is not a party to the within action.

On the 29th day of April, 2004, at the direction of JAY L. MICHAELSON of said firm and a Member of the Bar of the United States District Court for the Central District of California, I served the:

MOTION FOR ORDER AUTHORIZING DEBTOR AND DEBTOR-IN-POSSESSION TO SELL PERSONAL PROPERTY AT PUBLIC AUCTION SALE; MEMORANDUM OF POINTS AND AUTHORITIES AND DECLARATION OF PAMELA K. CRUM

on the interested parties in this matter by:

(X) mailing, with postage thereon fully prepaid; ( ) personally delivering; ( ) sending via FAX transmission with confirmation of transmittal by follow-up telephone call and transmit confirmation report to the individuals at the addresses and FAX numbers listed below; or ( ) sending via overnight carrier, a true copy thereof, to said party at his, her, or their known address, to wit:

-SEE ATTACHED LIST-

I declare under penalty of perjury that the foregoing is true and correct.

Executed at Santa Barbara, California, on the 29th day of April, 2004.

  
\_\_\_\_\_  
CHERYL NICCOLI, Declarant

Office of the U.S. Trustee  
21051 Warner Center Lane, Suite 115  
Woodland Hills, CA 91367

Official Committee of Unsecured Creditors  
San Luis Obispo County Farm Supply Company  
Attention James Brabeck  
PO Box 111  
San Luis Obispo, CA 93406

Requests for Special Notice  
Laquer, Urban, Clifford & Hodge LLP  
Attention James L. Reynolds, Esq.  
225 South Lake Avenue, Suite 200  
Pasadena, CA 91101-3030

Ditchwitch of the Pacific  
Attention Robert Van Bureau  
3897 N. South Bank Road  
Oxnard, CA 93030

Robert C. Niesley, Esq.  
Geoffrey A. Graves, Esq.  
Watt, Tieder, Hoffar & Fitzgerald LLP  
3 Park Plaza, Suite 1500  
Irvine, CA 92614

S&S Seeds  
Attention Victor Schaff  
PO Box 1275  
Carpinteria, CA 93014-1275

Darren Pascarella, Esq.  
Reed Smith LLP  
599 Lexington Avenue, 29th Floor  
New York, NY 10022

United Greenmark  
7514 Redwood Boulevard  
Novato, CA 94945

National Pension Fund and International Training Fund  
c/o John R. Harney  
O'Donoghue & O'Donoghue LLP  
4748 Wisconsin Avenue, N.W.  
Washington, DC 20016

Stephen G. Chandler  
Best Building  
1330 East 14th Street  
San Leandro, CA 94577

Christopher E. Seymour, Esq.  
Kimble, MacMichael & Upton  
5260 N. Palm Avenue, Suite 221  
P.O. Box 9489  
Fresno, CA 93792-9489

Robert E. Hurlbett  
Pinsker & Hurlbett  
15 W. Carrillo Street, #220  
Santa Barbara, CA 93101

David Y. Farmer, Esq.  
Farmer & Ready  
1254 Marsh Street  
P.O. Box 1443  
San Luis Obispo, CA 93406

Marsha M. Hamasaki  
Reich, Adell, Crost & Cvitan  
3550 Wilshire Boulevard, Suite 2000  
Los Angeles, CA 90010-2421