

Attorney or Party Name, Address, Telephone & FAX Numbers, and California State Bar Number

FOR COURT USE ONLY

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JACQUELINE L. JAMES (State Bar No. 198838)
LEVENE, NEALE, BENDER, YOO & BRILL L.L.P.
10250 Constellation Boulevard, Suite 1700
Los Angeles, California 90067
Telephone: (310) 229-1234, Facsimile: (310) 229-1244

Attorneys for Todd A. Frealy, Chapter 7 Trustee

**UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA**

In re:

JERRY HERLING CONSTRUCTION, INC.,

Debtor(s).

CASE NO.: 6:10-20032-DS

NOTICE OF SALE OF ESTATE PROPERTY

Sale Date: 4/4/13	Time: 10:30 a.m.
Location: Courtroom 304 3420 Twelfth Street Riverside, CA 92501-3819	

Type of Sale: Public Private Last date to file objections:
3/21/13

Description of Property to be Sold: See Exhibit A to the Purchase and Sale Agreement attached hereto as Exhibit 1

Terms and Conditions of Sale: See the Purchase and Sale Agreement attached as Exhibit 1 hereto.
Among other things, the sale is to be free and clear of all liens, claims, encumbrances and/or interests.

Proposed Sale Price: \$30,000

Overbid Procedure (If Any): See Exhibit 2 hereto.

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):

Jacqueline L. James, Esq. - Attorney for Ch 7 Trustee
Levene, Neale, Bender, Yoo & Brill L.L.P.
10250 Constellation Blvd. Suite 1700
Los Angeles, CA 90067
Tel: 310-229-1234. E-mail: jlr@lnbyb.com. Fax: 310-229-1234

Date: 3/4/13

EXHIBIT 1

ASSET PURCHASE AGREEMENT

1. **PARTIES**: The parties to this Asset Purchase Agreement (the "Agreement") are Robert Beal dba Northwest Asset Service (the "Purchaser") and Todd A. Frealy, the duly appointed Chapter 7 trustee (the "Trustee") for the bankruptcy estate of Jerry Herling Construction, Inc. (the "Debtor").

2. **RECITALS**: This Agreement is made with reference to the following facts:

a. On April 5, 2010, the Debtor filed a Voluntary Petition under Chapter 11 of Title 11 of the United States Code in the United States Bankruptcy Court for the Central District of California (the "Court") and thereby commenced a bankruptcy case entitled In re Jerry Herling Construction, Inc. (the "Case"), which Case was assigned Case No. 6:10-bk-20032-DS.

b. On November 10, 2011, the Court entered an order converting the Case to Chapter 7 with the conversion to take effect on December 30, 2011.

c. Thereafter, the Trustee was appointed as Chapter 7 Trustee for the Debtor's bankruptcy estate.

d. Among the assets of the Debtor's bankruptcy estate are the items listed on Exhibit A hereto (collectively, the "Assets").

e. The Purchaser, who does not have any prior relationship with the Debtor, wishes to purchase the Assets pursuant to the terms of this Agreement.

NOW THEREFORE, in consideration of the mutual promises and conditions contained herein, and for valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the Parties agree as follows:

3. **THE PURCHASE PRICE**: Subject to the Court's approval as described forth below, the Purchaser agrees to purchase the Assets for Thirty Thousand Dollars (\$30,000) (the "Purchase Price"), with the Purchase Price to be paid as set forth below. There will not be any financing contingency.

4. **APPROVAL BY THE COURT**: The effectiveness of this Agreement is subject to overbidding and to the Court's approval by entry of an order approving the purchase and sale of the Assets to Purchaser and this Agreement (the "Order Authorizing the Sale"). The Trustee shall file a motion seeking the entry of an order approving the foregoing with the Court, seeking the establishment and approval of overbidding procedures, and approving the sale "free and clear of all liens, claims, encumbrances and/or interests" as soon as practically possible following the full execution of this Agreement.

5. **PAYMENT**: In the event that the Court enters an Order Authorizing the Sale, the Purchaser must tender payment of the Purchase Price to the Trustee in one lump sum by delivering a cashier's check in the amount of the Purchase Price to the Trustee by no later than five (5) business days following the entry of the Order Authorizing the Sale. No such payment will be required to be made by the Purchaser if the Court refuses to approve the Agreement and/or the sale of the Assets to the Purchaser.

6. **TRANSFER OF TITLE**: The Trustee shall execute and deliver a Bill of Sale (or Bills of Sale) in favor of the Purchaser within five (5) business days of the Trustee's receipt of the

Purchase Price. The Purchaser is purchasing the estate's right, title, and interest in the Property on an "as is" "where-is" basis with "no warranties or representations" other than any such warranties or representations specifically set forth herein.

7. REPRESENTATIONS AND WARRANTIES: Each of the parties to this Agreement represents, warrants, and agrees as to itself as follows:

a. Each party hereto represents that she has full authority and capacity to execute this Agreement on her own behalf.

b. No party (nor any officer, agent, employee, representative, or attorney of or for any party) has made any statement or representation to any other party regarding any fact relied upon in entering into this Agreement, and each party does not rely upon any statement, representation or promise of any other party (or of any officer, agent, employee, representative, or attorney for the other party), in executing this Agreement, or in making the settlement provided for herein, except as expressly stated in this Agreement.

c. Each party to this Agreement has made such investigation of the facts pertaining to this Agreement and of all the matters pertaining thereto as it deems necessary.

d. Each party has read this Agreement and understands the contents hereof.

e. In entering into this Agreement and the settlement provided for herein, each party assumes the risk of any misrepresentation, concealment or mistake. If any party should subsequently discover that any fact relied upon by it in entering into this Agreement was untrue, or that any fact was concealed from it, or that its understanding of the facts or of the law was incorrect, such party shall not be entitled to any relief in connection therewith, including, without limitation on the generality of the foregoing, any alleged right or claim to set aside or rescind this Agreement. This Agreement is intended to be and is final and binding between the parties hereto, regardless of any claims of misrepresentation, promise made without the intention to performing, concealment of fact, mistake of fact or law, or of any other circumstance whatsoever.

f. The parties will execute all such further and additional documents as shall be reasonable, convenient, necessary or desirable to carry out the provisions of this Agreement.

g. Each term of this Agreement is contractual and not merely a recital.

8. MISCELLANEOUS

a. This Agreement shall be deemed to have been executed and delivered within the State of California, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of California.

b. This Agreement is the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions. This Agreement may be amended only by an agreement in writing.

c. Each party has cooperated in the drafting and preparation of this Agreement. Hence, in any construction to be made of this Agreement, the same shall not be construed against any party.

d. In the event of litigation relating to this Agreement, the prevailing party shall be entitled to attorneys' fees.

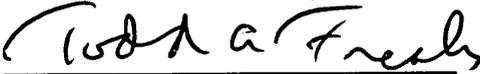
e. This Agreement may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart (including facsimile signatures) shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to all parties.

f. The parties hereto agree that the United States Bankruptcy Court for the Central District of California shall have sole and exclusive jurisdiction, sitting without a jury, to hear and determine and disputes that arise under or on account of this Agreement.

g. If any of the provisions of this Agreement are held by the court of competent jurisdiction to be invalid, void or otherwise unenforceable, the remaining provisions shall nonetheless continue in full force and effect without being impaired or invalidated in any way.

This Agreement, consisting of 16 pages (including Exhibit A hereto) is made and entered into on and as of January 25, 2013.

THE BANKRUPTCY ESTATE OF JERRY
HERLING CONSTRUCTION, INC.,

By: 

TODD A. FREALY
Chapter 7 Trustee

ROBERT BEAL dba NORTHWEST ASSET
SERVICE

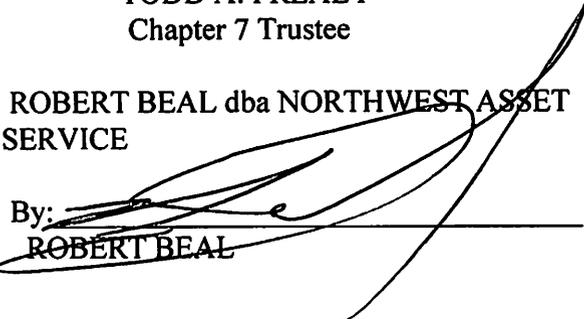
By: 
ROBERT BEAL

EXHIBIT A

Handwritten initials "RB" in black ink, consisting of a stylized 'R' and 'B'.

Photo #	<u>PICKUPS</u>	Condition
1	2004 Ford F350 Super Duty Diesel 4x4 Crewcab Pickup, 1FTSW31PO4EB20118 Washington Certificate 0603424811, License A51991Z, Herling (JHC-7) Power Stroke V-8 Turbo Diesel, Standard 4-Speed w/Overdrive, AM/FM Cassette, Power Windows, Power Seat, Tow Package, Interior - Exterior Fair, Tires At 60% Remaining (Towed In, Informed a Fuel Problem) Did not Start- Dead Battery	Fair
2	2003 Ford F350 Diesel 4x4 Super Cab Pickup, vin 1FTSW31P63EC91065 Wyoming Title 01-01613427, License 1 77MR, Herling (JHC-5) Power Stroke Diesel, Automatic Transmission, Locking Hubs 4x4, Power Seats, Power Windows, AM/FM w/Tape-CD, AC, Tool Box, Fuel Tank, No Tailgate, Tires @ 50% Remaining, Tow Package, Interior Seat/Dash Damage, Exterior Body Damage-Front Grill/Headlights Missing, Did Not Start - Dead Battery	Poor
3	2000 Ford F250 4x4 Pickup, vin 3FTNX21S6YMA57390 Washington Certificate 0603424810, License A30216W, Herling (JHC-12) Gasoline Engine, Automatic Transmission, Cruise, 4x4, Electric Seats, Electric Windows, Interior Dash Damage - Upholstery Torn/Stains, Exterior No Hood No Grill-Headlights, No Tailgate, Did Not Start - No Battery	Poor
6	1988 Ford F150 XLT Lariat Pickup, vin 2FTEF15N4JCA25721 Wyoming Title 01-01609412, License 1 79MR, Herling (JHC-14) Gas Engine, Automatic Transmission, 2-Wheel Drive, Cruise Control, Interior Rough - Upholstery Torn, Window Impact Damage, Tow Package, Tires at 40% Remaining, Body Rust, Did Not Start - Dead Battery	Poor
<u>INTERNATIONAL DIESEL TRUCK TRACTORS</u>		
8	1995 International 8200 6x4 3-Axle (Tandem Rear), vin 1HSHGAHR0SH656153 Wyoming Title 01-01614094, No Plates, Herling (JHC-TK-9) Cummins M11 370 HP Diesel Engine, No Engine Brake, 9-Speed Transmission, Odometer 578416 12/12/12, Leaf Spring Suspension, Tires at 10% Remaining Steel Wheels, Dual 80 Gallon Aluminum Fuel Tanks, Radio Gear Removed <i>**Drove In - Did Not Start, Dead Batteries**</i>	Fair
9	1995 International 8200 6x4 3-Axle (Tandem Rear), vin 1HSHGAHRXSH656161 Wyoming Title 01-01614099, No Plates, Herling (JHC-TK-13) Cummins M11 370 HP Diesel Engine, No Engine Brake, 9-Speed Transmission, Odometer 596511 12/12/12, Leaf Spring Suspension, Steel Wheels Tires at 20% Remaining, Dual 80 Gallon Aluminum Fuel Tanks, Radio Gear Removed <i>**Towed in - Did Not Start, Dead Batteries**</i>	Fair
10	1995 International 8200 6x4 3-Axle (Tandem Rear), vin 1HSHGAHR1SH656159 Wyoming Title 01-01614096, No Plates, Herling (JHC-TK-10) Cummins M11 370 HP Diesel Engine, No Engine Brake, 9-Speed Transmission, Odometer-576599 12/12/12, Leaf Spring Suspension, Steel Wheels, Tires at 20% Remaining, Dual 80 Gallon Aluminum Fuel Tanks, Radio Gear Removed,	Fair

Missing Four (4) Outside Wheels/Tires on Tandem Axle Rears, Missing Headlight
****Towed in - Did Not Start, Dead Batteries****

RB

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Photo #	<u>INTERNATIONAL DIESEL TRUCK TRACTORS (continued)</u>	Condition
11	<p>1995 International 8200 6x4 3-Axle (Tandem Rear), vin 1HSHGAHR4SH656155 Wyoming Title 01-01614095, No Plates, Herling (No JHC #) Cummins M11 370 HP Diesel Engine, No Engine Brake, 9-Speed Transmission, Frame w/Leaf Spring Suspension, Dual 80 Gallon Aluminum Fuel Tanks, Engine Parts Missing, Interior / Exterior Damage, Steel Wheels, Outside Duals Missing Attached to Blue Ford Truck Tractor as Towing Package **Towed In - Parts Only**</p>	Parts Only
12	<p>1995 International 8200 6x4 3-Axle (Tandem Rear), vin 1HSHGAER8SH633675 Wyoming Title 01-01614101, No Plates, Herling (No JHC #) Cummins M11 370 HP Diesel Engine, No Engine Brake, 9-Speed Transmission, Leaf Spring Suspension, Hood Missing, Four (4) Outside Dual Tires Missing No Fuel Tanks **Towed In - Parts Only**</p>	Parts Only
13	<p>1993 International COF-9600 Cabover w/Sleeper, vin 1HSRDEMR3PH491975 Washington Certificate 0628510833, License 43580F Herling (JHC-TK-3) Cummins M11 370 HP Diesel Engine, No Engine Brake, Automatic 10-Speed Trans, Air Bag Suspension, Odometer 710901, Dual 100 Gallon Aluminum Fuel Tanks **Parts Only**</p>	Parts Only
<u>FORD DIESEL TRUCK TRACTORS</u>		
14	<p>1994 Ford Aeromax L9000 3-Axle (Tandem Rear), vin 1FDYY95X9RVA07577 Wyoming Title 01-01614103, License 1 2740 (JHC-TK-12) No Engine -Cat 3406 Diesel Engine Missing, Eaton 9-Speed Transmission, Walking Beam Suspension, Hood Damage, Interior/Exterior Damage, Dual 80 Gallon Aluminum Fuel Tanks ***Cat 3406 Engine Removed - Missing***</p>	Poor
<u>WATER TRUCKS</u>		
16	<p>1995 Ford Aeromax L9000 2-Axle Water Truck, vin 1FTYS95B2SVA30506 Washington Certificate 0901420106, License B21817K, Herling (JHC-H20-13) Cat 3406 Diesel Engine, No Engine Brake, Eaton 9-Speed Transmission, Leaf Spring Suspension, Odometer 411415 12/12/12, 10'x5'x8' Approx 2,000 Gallon Water Tank, Front/Side/Rear Pneumatic Control Spray Heads, Extended Frame with Pintle Trailer Hitch, Rusty Tank - Leak?</p>	Fair
17	<p>1995 Ford Aeromax L9000 3-Axle (Rear Tandem Axle) Water Truck 1FTYY95S3SVA73640, California Title 65703090838, Lic 2QHD328 (JHC-H2O-12) Cat 3406 Diesel Engine, No Engine Brake, 7-Speed, Odometer 718818 12/12/12, 4450 Meter Hours, Leaf Spring Suspension, Approx 3,000 Gallon Water Tank,</p>	Fair

R13

Front/Side/Rear Spray, Missing Water Loading Pump, Water Spray Heads, Rust

- 19 **1994 International 2-Axle Water Truck (ROLLED-WRECKED)** Parts Only
 vin 1HSHBAHN5RH617757, California Title 65707111424 Lic 8L49672 (JHC-H2O-2)
 Cummins M11 370 HP Diesel Engine, Engine Brake, Eaton 9-Speed Transmission,
 Tank/Frame/Engine Remaining, Cab Damaged Beyond Repair, Engine Partially
 Installed in Freightliner vin 1-FUJBEA581HH41565
****Parts Only****

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Photo #	<u>TRAILERS</u>	Condition
25	2008 Snake River Tandem Axle Flatbed Trailer, vin 5PTBF162881010344 Washington Certificate 0810720521M, License 1651UL, Herling (HC-UT-1) 16' Tandem Axle, Wood Deck, 4'Tongue w/Ball Hitch, Electric Emergency Brake, Tires at 25% Remaining, Side Pockets, Loading Ramps, 1-Deck Plank Replacement	Fair
25A	2000? Special Construction 18' x 5' Wide Tandem Axle Carrier vin CA527787, California License 1A56566 18' x 5' Tandem Axle, Diamond Plate Deck, Ball Hitch, Tires At 25% Remaining	Fair
31	1990 Ford Super Duty 2-Axle Flatbed vin 2FDLF47M8LCA51413, California Title 64103100823 Lic 5W11766 (JHC-15) Diamond Plate Flatbed w/Headboard **Did Not Start - Dead Battery**	Fair
32	1992 GMC Vandura 3500 2-Axle Van w/Lift Gate vin 2GDHG31K5N4522578, Wyoming Title 19-0311093, License 567H (JHC-ST-3) 14' Box w/Eagle Lift Gate, Rollup Rear Door, Interior Storage Racks, Wood Interior Generator/Welder? Engine Base (No Engine - Removed) Direct Van/Cab Access, Interior/Exterior Damage, Engine Inoperable - Parts Missing,	Fair

VEHICLES - PICKUPS



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(#1) 2004 Ford F350 Diesel 4x4 Crew Cab Pickup Washington Certificate 0603424811, License A51991Z, (JHC-7)
Vin 1FTSW31P04EB20118, Towed In – Fuel Problem, Interior - Exterior Damage



(#2) 2003 Ford F350 Diesel 4x4 Super Cab Pickup Wyoming Title 01-01613427, License 1 77MR (JHC-5)
Vin 1FTSW31P63EC91065, Drove In, Dead Battery

VEHICLES – PICKUPS (continued)



(#3) 2000 Ford F250 4x4 Pickup Washington Certificate 0603424810, License A30216W (JHC-12)
Vin 3FTNX21S6YMA57390, Towed In – Interior/Exterior Damage



(#6) 1988 Ford 150 XLT Lariat Pickup, Wyoming Title 01-01609412, License 1 79MR (JHC-14)
Vin 2FTEF15N4JCA25721, Drove In – Did Not Start – Dead Battery

DIESEL TRUCK TRACTORS



**(#8) 1995 International 8200 6x4 Diesel Truck Tractor, Wyoming Title 01-01614094, No Plates (JHC-TK-9)
Vin 1HSHGAHROSH656153, Drove In – Did Not Start – Dead Batteries**



**(#9) 1995 International 8200 6x4 Diesel Truck Tractor Wyoming Title 01-01614099, No License Plates (JHC-TK-13)
Vin 1HSHGAHRXSH656161, Towed In – Did Not Start – Dead Batteries**

DIESEL TRUCK TRACTORS (continued)



**(#10) 1995 International 8200 6x4 Diesel Truck Tractor, Wyoming Title 01-01614096, No License Plates, (JHC-TK-10)
Vin 1HSHGAGR1SG656159, Towed In – Did Not Start - Dead Batteries**



**(#11) 1995 International 8200 6x4 Parts Only Truck Tractor, Wyoming Title 01-01614095
Vin 1HSHGAHR4SH656155**

Hood is available

DIESEL TRUCK TRACTORS (continued)



**(#12) 1995 International 8200 6x4 Diesel Truck Tractor Parts Only, Wyoming Title 01-01614101
Vin 1HSHGAER8SH633675
Hood is available**



**(#13) 1993 International COF-9600 Diesel Truck Tractor w/Sleeper, Washington Certificate 0628510833, (License Plate 43580F – Different Plate Than on Certificate) Vin 1HSRDEM3PH491975
Towed In, No Drive Line, No Rear Wheels**

Voorhees & Associates



(#14) 1994 Ford Aeromax L9000 Diesel Truck Tractor, Wyoming Title 01-01614103, License 1 2740 (JHC-TK-12)1
Vin 1FDYY95X9RVA07577, ENGINE REMOVED - MISSING

WATER TRUCKS



**(#16) 1995 Ford Aeromax L9000 Diesel Water Truck, Washington Certificate 0901420106, License B21817K (JHC-H20-13)
Vin 1FTYS95B2SVA30506, Approx 2,000 Gallon Tank, Front/Side/Rear Spray**



**(#17) 1995 Ford Aeromax L9000 Water Truck California Title 65703090838, Lic 2QHD328 (JHC-H20-12)
Vin 1FTYY95S3SVA73640, Approx 3,000 Gallon Water Tank w/Front/Side/Rear Spray**

WRECKED WATER TRUCK



**(#19) 1994 International Wrecked Water Truck (Parts Only) California Title 65707111424 License 8L49672
Vin 1HSHBAHN5RH617757**

Approx 2,000 Gallon Water Tank, 2-Axle Truck Frame, Cummins M11 370 Diesel Engine
(Engine Partially Installed in Freightliner? – No Model ID Available - vin 1-FUJBEA581HH41565)

TRAILERS



(#25) 2008 Snake River 16' Tandem Axle Flatbed Trailer,
Washington Certificate 0810720521, License 1651-UL (HC-UT-1) Vin 5PTBF1628881010344

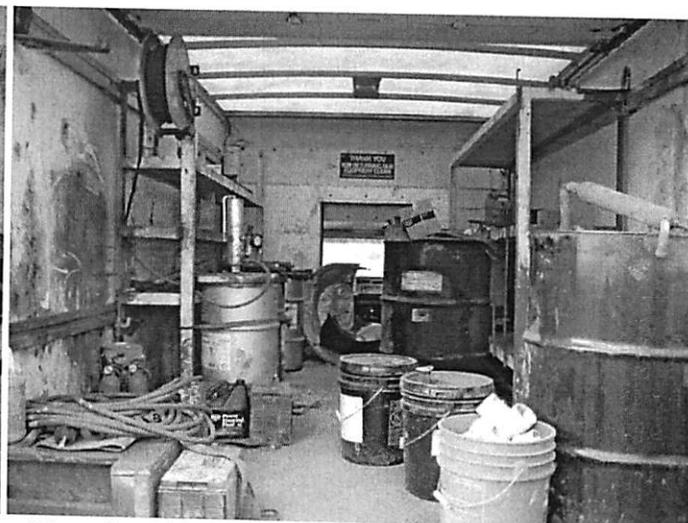


(#25A) 2000? Special Construction Tandem Axle Carrier, California Title 64107100530, Lic 1AS6566 (No JHC #) Vin CA527787

ONSITE – NOT LISTED, COPIES OF TITLES ONLY



(#31) 1990 Ford Super Duty 2-Axle Flatbed, California Title 64103100823, License 5W11766 (JHC-15)
Vin 2FDLF47M8LCA51413



(#32) 1992 GMC Vandura 3500 2-Axle Van w/Liftgate, Wyoming Title 19.311093, License 567H (JHC-ST-3)
Vin 2GDHG31K5N4522578

EXHIBIT 2

PROPOSED OVERBID PROCEDURES

The Trustee has moved the Court for the entry of an order authorizing the following overbid procedures:

(1) any person interested in submitting an overbid on the Assets must attend the hearing on the Motion (at least telephonically) or be represented by an individual with authority to participate in the overbid process;

(2) an overbid will be defined as an initial overbid of \$1,000 above the Purchase Price, with each additional bid in \$1,000 increments;

(3) Overbidders, with the exception of the Purchaser, must deliver a deposit to the Trustee's counsel in the form of a cashier's check made payable to "Todd A. Frealy, Chapter 7 Trustee," in the amount of \$3,100 (*i.e.*, 10% of the initial overbid purchase price) (the "Deposit") by no later than two business days before the hearing on the Motion;

(4) overbidders must purchase the Assets on the same terms and conditions as the Purchaser and as set forth herein;

(5) the Deposit of the successful overbidder shall be forfeited if such party is thereafter unable to complete the purchase of the Assets within 15 days of the entry of the order confirming the sale; and

(6) in the event the successful overbidder cannot timely complete the purchase of the Assets, the Trustee shall be authorized to proceed with the sale to the next highest overbidder.

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: 10250 Constellation Boulevard, Suite 1700, Los Angeles, CA 90017.

A true and correct copy of the foregoing document entitled (*specify*): **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 stated below:

1. **TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF)**: Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On **March 5, 2013**, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

Scott B Cohen on behalf of Creditor Red Mountain Machinery Company
sbc@engelmanberger.com

Lazaro E Fernandez on behalf of Debtor Jerry Herling Construction, Inc.
lef17@pacbell.net, lef-karina@pacbell.net;lef-mari@pacbell.net;lefkarina@gmail.com

Todd A. Frealy (TR)
taftrustee@lnbyb.com, tfrealy@ecf.epiqsystems.com

Jeffrey B Gardner on behalf of Creditor Barry, Gardner & Kincannon, APC
Jeff.Gardner@sbgk.com, mary.do@sbgk.com;christina.valenzuela@sbgk.com;laurie.chavez@sbgk.com

Michael J Heyman on behalf of Interested Party Harnish Group Inc., d/b/a NC Machinery
michael.heyman@klgates.com

Leslie R Horowitz on behalf of Creditor NC Machinery
lhorowitz@clarktrev.com

Jacqueline L James on behalf of Plaintiff Todd Frealy
jjj@lnbyb.com

Elizabeth A Lossing on behalf of U.S. Trustee United States Trustee (RS)
elizabeth.lossing@usdoj.gov

Alan I Nahmias on behalf of Creditor Homax Oil Sales
anahmias@mbnlawyers.com, jdale@mirmanbubman.com

Raymond A Policar on behalf of Creditor Commercial Equipment Lease Corporation
policarlaw@att.net

Mark D Poniatowski on behalf of Creditor Caterpillar Financial Services Corporation
ponlaw@ponlaw.com

Joan Travostino on behalf of Creditor NC Machinery
ECF.Bankruptcy@klgates.com

United States Trustee (RS)
ustpregion16.rs.ecf@usdoj.gov

Service information continued on attached page

2. **SERVED BY UNITED STATES MAIL**: On **March 5, 2013**, I served the following persons and/or entities at the last known addresses 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 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.

VIA U.S MAIL

Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on **March 5, 2013**, I served the following persons and/or entities by personal delivery, overnight mail service, 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, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

VIA OVERNIGHT MAIL

The Hon. Deborah J. Saltzman
United States Bankruptcy Court
Central District of California
3420 Twelfth Street, Suite 385 / Courtroom 304
Riverside, CA 92501-3819

Service information continued on attached page

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

March 5, 2013
Date

Marla L. Fuentes
Printed Name

/s/ Marla L. Fuentes
Signature

6:10-bk-20032-DS
Jerry Herling Construction, Inc.

VIA U.S. MAIL OR NEF IF MARKED *

Debtor
Jerry Herling Construction, Inc
300 S. Highland Springs Ave
Suite 6C PMB 128
Bannin, CA 92220

Herling Construction, Inc
300 S. Highland Springs Ave
Suite 6C PMB 128
Bannin, CA 92220

U.S. Trustee (RS)*
3801 University Avenue, Suite 720
Riverside, CA 92501-3255

Official Committee of Unsecured Creditors
Barry, Gardner & Kincannon, APC
Orange County
3501 Jamboree Road, Suite 200
Newport Beach, CA 92660-2995

Jerry Herling and Lee Ann Herling
c/o Jeff Dains, Esq.
1461 Ford Street, Suite 201
Redland, CA 92373-3909

Jerry Herling Construction, Inc.
10420 Beaumont Ave., Ste. H
Cherry Valley, CA 92223

RES Construction, LP
James V. Hoeffler and Christopher H. Trick
401 Congress Ave., Suite 2200
Austin, TX 78701-3790

Chapter 7 Trustee
Todd A. Frealy*
3403 Tenth Street, Suite 709
Riverside, CA 92501-3641

Buyer
Robert Beal dba Northwest Asset Services
Northwest Asset Service
PO Box 56508
Portland, Oregon 97238

Trustee's agent
Sid Voorhees
Voorhees & Associates
33763 Dillard Road, Suite 200
Eugene, Oregon 97405

Potentially interested (according to UCC searches)

Shaffer Edward T
P.O. Box 113
Dixie, WA 99329

Jerry Herling Construction, Inc.
10420 Beaumont Ave., Ste. H
Cherry Valley, CA 92223

Caterpillar Financial Services Corp
21120 West End Ave
Nashville, TN 37203-0986

Excel Machinery Ltd.
P.O. Box 31118
Amarillo, TX 79120

Wyoming Machinery Company
Post Office Box 2335
Casper, WY 82602
(See below)

RES Construction, LP
9050 N. Capital of Texas Highway
Ste. 390
Austin, TX 78759-7288

NC Machinery Co
17035 W Valley Hwy.
Tukwila, WA 98188

Scott Equipment Inc.
P.O. Box 1599
Fontana, CA 92334

Western Rentals
14635 Valley Blvd.
Fontana, CA 92335-6291
(See below)

Unsecured Creditors and secured

Red Mountain Machinery Company
c/o Scott B. Cohen
Engelman, Berger, P.C.
3636 N. Central Avenue, Suite 700
Phoenix, AZ 85012-1936

Caterpillar Financial Services Corporation
Law Offices of Mark D. Poniatowski
20980 Redwood Road, Suite 200
Castro Valley, CA 94546-5934

Commercial Equipment Lease Corporation
Law Offices of Raymond A. Policar
P.O. Box 74093
Davis, CA 95617-5093

Compass Bank (Unsecured) Department
P.O. Box 20134
Arlington, TX 76006-1347

Hahn Fife & Co., LLP
790 East Colorado Blvd. 9th Fl
Pasadena, CA 91101-2193

Homax Oil Sales
605 S. Polar Street
Casper, WY 82601-2309

John Dere Construction & Forestry Company
The Dunning Law Firm
Donald T. Dunning
4545 Murphy Canyon Road, Suite 200
San Diego, CA 92123-4363

AIM Corp
P.O. Box 1775
Casper, WY 82602-1775

Alco Mobile Storage
616 Crook Ave., Ste. 1
Cheyenne, WY 82001-5451

American Express Travel Related Services
P.O. Box 3001
Malvern, PA 19355-0701

Barry, Gardner & Kincannon, APC
2214 Faraday Avenue
Carlsbad, CA 92008-7208

Beartooth Trucking
P.O. Box 309
Laurel, MT 59044-0309

Bradley T. Cave
Holland & Hart, LP
2515 Warren Avenue, Ste. 450
Cheyenne, WY 82001-3117

Buck Beltzer
Holland & Hart, LLP
P.O. Box 8749
Denver, CO 80201-8749

Bulldog Welding & ER
40 South Monkey
Glenrock, WY 82637-9662

Cameron Walker, Esq.
Schwartz, Bon, etc.
141 S. Center St., Ste. 500
Casper, WY 82601-2588

Cascadia International, LLC
P.O. Box 1196
Tacoma, WA 98401-1196

Caterpillar Financial Services
P.O. Box 100647
Pasadena, CA 91189-0003

Caterpillar Financial Services Corporation
Law Offices of Mark D. Poniatowski
2811 Castro Valley Blvd., #208
Castro Valley, CA 94546-5562

Cellular Plus
2501 St. Johns Ave.
Billings, MT 59102-4642

Colorado Machinery
685 Enterprise Dr.
Pueblo West, CO 81007-1468

Commercial Equipment Lease
P.O. Box 11826
Eugene, OR 97440-4026

Commercial Equipment Lease
c/o Ray Policar
P.O. Box 74093
Davis, CA 95617-5093

Compass Bank
P.O. Box 10566
Birmingham, AL 35296-0001

Contech Construction Products, Inc.
9025 Center Pointe Drive, Suite 400
West Chester, OH 45069-9700

Contech Construction Products, Inc.
Troy W. Stanton Esq.
P.O. Box 880
Yorba Linda, CA 92885-0880

Corley Westsel Freightliner, LP
P.O. Box 2201
Decatur, AL 35609-2201

Dawn L. Martin, Esq.
Martini, Hughes & Grossman
1040 S. Federal Highway, Ste. 100
Delray Beach, FL 33483-5079

Employment Development Department
Bankruptcy Group MIC 92-E
P.O. Box 826880
Sacramento, CA 94208-0001

F. Scott Peasley, Esq.
Peasley Law Office
119 S. 3rd Street
Douglas, WY 92633-2525

Franchise Tax Board
Bankruptcy Section MS A 340
P.O. Box 9252
Sacramento, CA 95812-2952

Geotech Industrial Supply
P.O. Box 130
Mills, WY 82644-0130

Golden West Industries, Inc
P.O. box 761
Price, UT 84501-0761

Gregoroff Trucking
P.O. Box 163
Laurel, MT 59044-0163

Hafez Daraee, Esq.
Jordan, Schrader, Ramis, PC
2 Centerpointe Dr., Ste. 600
Lake Oswego, OR 94035-8619

Heather A. Jacobson, Esq.
Jacobson Law Office, LLC
1839 Madora Ave.
Douglas WY 82633-3056

Internal Revenue Service
Centralized Insolvency Operations
P.O. Box 7346
Philadelphia, PA 19101-7346

Indian Ice
P.O. Box 907
Casper, WY 82602-0907

John Deer Credit
P.O. Box 4450
Carol Stream, IL 60197-4450

John Deere Credit
23176 Network Place
Chicago, IL 60673-1231

Kelly Neville Heck, Esq.
Brown & Hiser, LLC
Stratford Bldg., 515 Irvinson Ave.
P.O. Box 971
Laramie, WY 82073-0971

Law Office of Lazaro E. Fernandez, Inc.
3600 Lime Street, Suite 614
Riverside, CA 92501-0939

Leavy, Schultz, etc.
2415 W. Falls Ave.
Kennewick, WA 99336-3068

Micheli Ranch
P.O. Box 314
Fort Bridger, WY 82933-0314

Mobile Concrete Inc.
P.O. Box 1129
Casper, WY 82602

NC Machinery Co.
c/o Joan Travostino
K&L Gates, LLP 420 L. Street, Suite 400
Anchorage, AK 99501-1971

Office Depot
P.O. Box 6029
The Lakes, NV 88901-6029

Olson Fencing
P.O. Box 658
Powel, WY 82435-0658

Patrick A. Clishman
Engelman, Berger, PC
3636 North Central Avenue, Ste. 700
Phoenix, AZ 85012-1936

Productive Finance
222 E. Huntington Dr., Suite 225
Monrovia, CA 91016-8014

R7R Rest Stops
1835 Skyview Dr.,
Casper WY 82601-9641

Rawlings Automotive, Inc
P.O. Box 1148
Rawlings, WY 82301-1148

Red Mountain Machinery Company
197 East Warner Road
Chandler, AZ 85225-0922

Reiter, Machinery & Fabrication, Inc.
c/o F. Scott Peasley
119 South Third
Douglas, WY 82633-2525

Reiter, Machinery & Fabrication, Inc.
#2 Brubaker Road
P.O. Box 2315
Glenrock, WY 82637-2315

Roscoe Culvert
1501 S. 30 St.
Billings, MT 59102-6725

Samuel P Chiara, Esq.
Chiara & Torgerson, LLP
98 N. 400 E.
P.O. Box 955
Price, UT 84501-0955

Schwartz, Bon, Walker & Struder, LLC
141 S. Center St., Ste. 500
Casper, WY 82601-2588

Staples
P.O. Box 689020
Des Moines, IA 50368-9020

Tamara Schroeder, Esq.
Chapman Valdez
P.O. Box 2710
Casper, WY 82602-2710

Tetra Tech EC Inc.
Jack L. Smith Holland & Hart LLP
P.O. Box 8749
Denver, CO 80201-8749

Tetra Tech EC Inc.
Mark Winstead, Executive Vice President
3138 Golf Ridge Blvd.
Douglasville, GA 30135-1943

Twon of Medicine Bow
P.O. Box 156
Medicine Bow, WY 82329-0156

Try W. Stanton
P.O. Box 880
Yorba Linda, CA 92885-0880

Top 20 unsecured

Anderson Signs & Supply,
Inc.
P.O. Box 99
Mills WY 82644

Avalanche Equipment, LLC
1985 E. Chenango Court
Enalewood CO 80113

BJ Equipment Company, LLC
P.O. Box 466
Pleasant Hill OR 97455

Connel Oil, Inc.
P.O. Box 3998
Pasco WA 99302

Contech Construction
Products
File 53142
Los Angeles CA 90074

Department of Revenue
122 West 25th St., 2
Cheyenne WY 82002

Golden West Industries
P.O. Box 68
Wright WY 82732

Johnson Oil Company
P.O. Drawer 1959
Gonzales TX 78629

Homax Oil Sales, Inc.
605 South Poplar
Casper, WY 82601

Home Depot
Post Office Box 6029
The Lakes NV 88901 ·6029

Red Mountain Machinery
Company
197 East Warner Road
Chandler, AZ 85225

NC Machinery
P.O. Box 58201
Tukwila, WA 98138

Power Screen Texas, Inc
2015 W. State Highway 71
La Grange, TX 78945

Shell Fleet
P.O. Box 689152
Des Moines IA 50368

Reiter Machine Fabrication 2 Brubaker Road
Post Office Box 2315
Glenrock WY 82637

Roscoe Culvert
1501 S. 30 St.
Billings MT 59102

Wyoming Machinery
Company
Post Office Box 2335
Casper, WY 82602

The Virginian
404 Lincoln Highway
Post Office Box 127
Medicine Bow, WY 8232.9

Western Rentals
14635 Valley Blvd.
Fontana, CA 92335-6291