

Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address  James C. Bastian, Jr. – Bar No. 175415 Ryan D. O’Dea – Bar No. 273478 SHULMAN HODGES & BASTIAN LLP 8105 Irvine Center Drive, Suite 600 Irvine, California 92618 Telephone: (949) 340-3400 Facsimile: (949) 340-3000 Email: jbastian@shbllp.com; rodea@shbllp.com  <input type="checkbox"/> Individual appearing without attorney <input checked="" type="checkbox"/> Attorney for: Debtors and Debtors in Possession	FOR COURT USE ONLY
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**UNITED STATES BANKRUPTCY COURT  
CENTRAL DISTRICT OF CALIFORNIA - RIVERSIDE DIVISION**

In re: ASR CONSTRUCTORS, INC., a California corporation,  <hr/> ANOTHER MERIDIAN COMPANY, LLC, a California limited liability company,  <hr/> INLAND MACHINERY, INC., a ***Jointly Administered Debtor(s).	CASE NO.: 6:13-bk-25794-MH  CHAPTER: 11   <p style="text-align: center;"><b>NOTICE OF SALE OF ESTATE PROPERTY</b></p>
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<b>Sale Date:</b> 12/11/2014	<b>Time:</b> to be determined
<b>Location:</b> City of Perris, CA - See Attached	

**Type of Sale:**  Public  Private      **Last date to file objections:** 11/27/2014

**Description of property to be sold:** Machinery and equipment as described in the attached.

**Terms and conditions of sale:** Free and clear of certain liens pursuant to Bankruptcy Code §§ 363(b)(1) and (f) See attached.

**Proposed sale price:** Highest bidder

\*\*\* Affects: Inland Machinery, Inc.

This form is mandatory. It has been approved for use in the United States Bankruptcy Court for the Central District of California.

**Overbid procedure (if any):** Public auction sale to the highest bidder - see attached.

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

12/9/2014 at 2:00 p.m.

Courtroom 303

U.S. Bankruptcy Court

3420 Twelfth Street

Riverside, CA 92501

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**Contact person for potential bidders (include name, address, telephone, fax and/or email address):**

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Date: 11/18/2014

1 In re ASR Constructors, Inc.  
2 In re Another Meridian Company, LLC  
3 In re Inland Machinery, Inc.  
4 Jointly Administered Under Case No. 6:13-bk-25794-MH

5 **Attachment to Notice of Sale of Estate Property:**

6 **I. INTRODUCTION**

7 Inland Machinery, Inc. (“Inland”), one of three affiliated companies which include ASR  
8 Constructors, Inc. a California corporation (“ASR”) and Another Meridian Company, LLC, a  
9 California limited liability company (“Meridian”), each a debtor and debtor in possession  
10 (collectively the “Debtors”), has filed a Motion for an Order Authorizing the Debtor to: (1)  
11 Conduct an Auction Sale of Assets of the Estate (Machinery and Equipment) Free and Clear of  
12 Liens Pursuant to Bankruptcy Code Section 363(b) and (f); (2) Employ Auctioneer and Pay  
13 Compensation to the Auctioneer; and (3) Granting Related Relief (“Auction Motion”). By the  
14 Auction Motion, Inland respectfully requests that the Court enter an order:

15 • Authorizing Inland to conduct a public auction sale to the highest bidder(s) of  
16 certain assets generally described as rental machinery and equipment (collectively the “Assets”)  
17 no longer needed in the operation of the Inland’s machinery and equipment rental business. A  
18 list of the Assets to be sold at auction is set forth below.<sup>1</sup> The auction sale shall be conducted free  
19 and clear of any and all liens, encumbrances, claims and/or interests (collectively, the “Liens and  
20 Encumbrances”) impacting the Assets, with all such Liens and Encumbrances upon the sold  
21 Assets to be unconditionally released, discharged and terminated, and with any Liens and  
22 Encumbrances not resolved or satisfied through the sale to attach only to the proceeds of the  
23 transaction with the same priority, validity, force and effect as they existed with respect to the  
24 sold Assets before the closing of the auction sale pending further Court order or agreement with  
25 the parties. **The proposed auction sale is scheduled for December 11, 2014 (time to be  
26 determined) at the business premises of Ritchie Bros. Auctioneers (America) Inc.**

27 <sup>1</sup> The Assets to be sold do not include all of Inland’s machinery and equipment as some of it is still being  
28 utilized by ASR in the completion of pending projects. Once pending ASR projects are completed, subject  
to further motion and Court order at a later date, Inland intends to sell its remaining machinery and  
equipment not included in the current auction sale.

1 (“Auctioneer”) in Perris, California. Inland is advised that its largest secured lienholders,  
2 Federal Insurance Company (“Federal”) and Berkley Regional Insurance Company (“Berkley”),  
3 have no objection to the proposed auction sale, but this will be confirmed prior to the hearing.

4 • Approving and authorizing Inland to enter into an Auction Contract for the  
5 employment of Auctioneer to coordinate the auction sale and authorizing payment of the  
6 Auctioneer’s compensation that includes the principal terms described below.

7 • Inland does not believe that any of the Assets to be sold are subject to lease  
8 interests. However, out of an abundance of caution, in the event that it is determined that any of  
9 the Assets to be sold are subject to lease interests, provided that there is equity for the Estate and  
10 the lessor consents to the sale, authorizing Inland to sell such leased item(s) free and clear of the  
11 leasehold interest(s).

12 • With respect to any Assets sold that are subject to secured or other interests,  
13 authorizing Inland to reserve any and all rights the Estate may have under Bankruptcy Code  
14 Section 506(c) to surcharge the collateral of any lienholders for the costs the Estate may have  
15 incurred in the maintenance of the collateral as well as with the preservation and liquidation of  
16 such collateral.

17 • Directing that the fourteen day stay of the order approving the Auction Motion as  
18 provided by Federal Rules of Bankruptcy Procedure 6004(h) and 6006(d), or any other  
19 applicable rules, shall not apply and that absent judicial imposition of a stay of the Court order  
20 approving the Auction Motion pending appeal, Inland may immediately consummate the actions  
21 that are approved by such Court order.

22 • Authorizing Inland to use the proceeds of the auction sale to make Court  
23 approved disbursements to the proposed Auctioneer pursuant to the terms of the Auction  
24 Contract.

25 • The Assets to be sold do not include all of Inland’s machinery and equipment as  
26 some of it is still being utilized by ASR in the completion of pending projects. Once pending  
27 ASR projects are completed (estimated by January 2015), Inland will need to sell its remaining  
28 machinery and equipment not included in the current auction sale. As such, Inland requests

1 authority to conduct a further auction sale of its machinery and equipment at a later date under  
2 the same terms and conditions of this current auction sale once Inland determines the remaining  
3 equipment is no longer necessary for its business operations.

4 • For such other and further relief as the Court deems just and proper under the  
5 circumstances of this case.

6 Before payment of the Auctioneer's fees and expenses, the gross proceeds of the auction  
7 sale are estimated to be approximately \$126,500. However, the auction will be unreserved such  
8 that there are no minimum bids or reserve prices set on the items in the auction. Every item is to  
9 be sold to the highest bidder. After payment of the Auctioneer's fees and expenses, the net  
10 auction proceeds will be held by Inland in a segregated account subject to the liens and cash  
11 collateral agreements with Federal and Berkley or further order of the Court.

12 Finally, approval of the auction sale must be resolved as quickly as possible so that the  
13 Inland may coordinate the auction sale and afford time for the proposed Auctioneer to commence  
14 advertising of the sale.

## 15 II. RELEVANT FACTS

### 16 A. Commencement of the Debtors' Bankruptcy Cases and Background Facts

17 ASR filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code on  
18 September 20, 2013, Case No. 6:13-bk-25794-MH.

19 Meridian and Inland each filed their voluntary petitions for relief under Chapter 11 of the  
20 Bankruptcy Code on October 23, 2013. Meridian is Case No. 6:13-bk-27529-MH; and Inland is  
21 Case No. 6:13-bk-27532-MH.

22 The Debtors are each continuing in possession of their property, and operating and  
23 managing their respective business, as debtors in possession pursuant to Bankruptcy Code  
24 Sections 1107 and 1108.

25 The Debtors' assets are encumbered by related liens in favor of Federal Insurance  
26 Company ("Federal") and Berkley Regional Insurance Company ("Berkley"). The Debtors share  
27 common owners. The Debtors share common principal officers and managers. Except for the  
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1 San Bernardino County Treasurer and Tax Collector, the creditors listed in the Schedules of  
2 Meridian and Inland are substantially the same as obligations already listed in ASR's Schedules.

3 Pursuant to Court order entered on November 1, 2013, the Debtors' Chapter 11 cases are  
4 being jointly administered under the case number of ASR.

5 Each of the Debtors are working to wind down their affairs in an orderly fashion as  
6 follows:

7 1. ASR Constructors, Inc.

8 ASR is a general contractor serving the Inland Empire on mainly public works projects.  
9 ASR is continuing to move forward with the completion of pending jobs. It is estimated that  
10 pending jobs will be completed by January 2015.

11 2. Another Meridian Company, LLC

12 Meridian is in the business of real estate. Meridian is continuing to move forward to  
13 conduct orderly sales of its real property<sup>2</sup> assets. The funds from the sales of the Wilson  
14 Property and the Phelan Property are being held in a segregated account subject to the lien of  
15 Federal and subject to the Cash Collateral Stipulation and the Surcharge Stipulation discussed  
16 below. Meridian employed Del Mar Commercial Real Estate Services, Inc.,<sup>3</sup> to assist in the  
17 listing and marketing for sale of the Perris Property and the San Bernardino Property.

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20 <sup>2</sup> Wilson Property: located at 5230 Wilson Street, Riverside, California. Pursuant to Court  
21 order entered on December 17, 2013 (docket 39), Meridian was authorized to sell the Wilson  
Property and received net proceeds from the sale of approximately \$1,899,356.64.

22 Perris Property: two parcels of vacant land located in the city of Perris, County of  
23 Riverside, CA: Parcel Nos.: 317-270-001 (10.09 acres) and 317-270-012 (9.66 acres) with a  
value of approximately \$470,000. This property is subject to the cross-collateralized lien in  
favor of Federal. The property is currently listed for sale.

24 San Bernardino Property: Two parcels of vacant land located in the city of San  
25 Bernardino, County of San Bernardino, CA: Parcel Nos.: 0142-042-01 (1.889 acres) and 0269-  
271-17 (1.3 acres) with a value of \$240,000. This property is subject to the cross-collateralized  
lien in favor of Federal. The property is currently listed for sale.

26 Phelan Property: Single family residence located at 3758 Kreuer Rd, Phelan, CA 92371:  
27 Parcel No.: 3098-051-14 (5 acres). Pursuant to Court order entered on August 8, 2014 (docket  
304), Meridian was authorized to sell the Phelan Property for \$59,000 and received net sale  
28 proceeds of approximately \$51,158.88.

<sup>3</sup> Employed pursuant to Court order entered on April 25, 2014 (docket 273).

1 3. Inland Machinery, Inc.

2 Inland is in the business of machinery and equipment rental. ASR rents machinery and  
3 equipment from Inland as necessary for its various construction projects.

4 Inland is continuing to move forward to conduct orderly sales of its machinery and  
5 equipment. Pursuant to Court orders entered on March 19, 2014 (docket 251) and September 29,  
6 2014 (docket 34) Inland was authorized to conduct two auction sales of rental machinery and  
7 equipment that was no longer needed in the operation of its business. The funds from Inland's  
8 prior auction sales<sup>4</sup> are being held in a segregated account subject to the liens of Federal and  
9 Berkley and subject to the Cash Collateral Stipulation and the Surcharge Stipulation.

10 The items sold in the prior auctions did not include all of Inland's machinery and  
11 equipment as some of it is still being utilized by ASR in the completion of pending projects..

12 Inland's assets are subject to the cross-collateralized liens of Federal and Berkley. The  
13 Federal and Berkley liens impacting Inland's assets were provided as part of agreements with  
14 Federal and Berkley to provide funding for completion of ASR projects, to secure obligations  
15 owed to Federal and Berkley under indemnity agreements signed by Inland and otherwise and to  
16 forbear from enforcement of remedies available for default.

17 **B. The Cash Collateral Stipulation**

18 The Debtors filed a Motion for Order Authorizing Use of Cash Collateral ("Cash  
19 Collateral Motion") (docket 306) seeking authority to use some of Federal's cash collateral in the  
20 form of the proceeds from the sale of the Meridian's real properties and Inland's assets to pay  
21 overhead expenses of ASR to allow ASR to complete its remaining projects and preserve the  
22 remaining assets of all the Debtors. An opposition to the Cash Collateral Motion was filed by  
23 Federal. The Debtors, Federal and Berkley resolved disputes related to the use of cash collateral  
24 and the Cash Collateral Motion and entered into that certain Stipulation Between the Debtors,  
25 Federal Insurance Company and Berkley Regional Insurance Resolving Debtors' Motion for Use  
26 of Cash Collateral which was filed with the Court on October 28, 2014 (docket 375) ("Cash

27 <sup>4</sup> The first Inland auction sale generated net proceeds of approximately \$320,000 and the  
28 second sale generated gross sale proceeds of approximately \$360,000. Prior to the Petition Date,  
Inland conduct another auction sale of machinery and equipment and generated net sale proceeds  
of approximately \$326,000.

1 Collateral Stipulation”). The Cash Collateral Stipulation was approved by Court order entered  
2 on October 31, 2014 (docket 376). The principal terms of the Cash Collateral Stipulation are:

- 3 • ASR may use the Adelanto Surplus<sup>5</sup> only to pay the overhead expenses of  
4 ASR in the specific categories and line items as set forth in the Budget in the lesser  
5 amount of (1) the budgeted amount with an allowed variance of no more than 10% per  
6 line item and (2) the percent of ASR’s actual monthly expenditure by line item applicable  
7 to Federal under the Budget. ASR may only use the Sale Proceeds Cash Collateral as  
8 may be ordered by the Bankruptcy Court in connection with the Cash Collateral Motion.  
9 Berkley agrees to advance to ASR such additional funds necessary in Berkley’s absolute  
10 and sole discretion to complete the Projects, including as necessary to fund overhead  
11 expenses of ASR as set forth in the Budget pertaining to the Adelanto Project and the  
12 Adelanto Surplus. Nothing in this Stipulation shall affect the terms of the Previous  
13 Stipulation which remain fully enforceable and any and all rights Berkley has as to the  
14 Adelanto Project and the BCCD Project will not be affected by the terms of this  
15 Stipulation. Federal does not consent to any other use of cash collateral.

16 In addition to the rights Berkley currently enjoys as surety with respect to the Adelanto  
17 Project, and notwithstanding any dispute or claim which may exist with respect to the Berkley  
18 Pre-Petition Lien, Berkley was further granted a first priority security interest in the Adelanto  
19 Surplus to the limited extent Berkley provides financing to ASR that is actually used by ASR to  
20 pay overhead expenses of ASR: (1) in the specific categories, line items and amounts as set forth  
21 in the Budget with an allowed variance of no more than 10% per line item, and (2) for which  
22 overhead expenses ASR would otherwise have authority under the Cash Collateral Stipulation to  
23 use the Adelanto Surplus. Federal shall subordinate the Federal Pre-Petition Lien against any  
24 proceeds received on account of the Adelanto Project, including the Adelanto Surplus, to the  
25 Berkley Adelanto Lien. Federal does not consent to any other subordination of its rights.

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<sup>5</sup> Capitalized have the meaning set forth in the Cash Collateral Stipulation (docket 375).

1 **C. The Surcharge Stipulation**

2 The Debtors filed a Motion for Order Authorizing Surcharge of Collateral Pursuant to 11  
3 U.S.C. §506(c) (“Surcharge Motion”) (docket 308) seeking a \$420,000 surcharge of Federal’s  
4 first priority lien against Federal’s collateral to cover the costs and expenses incurred by the  
5 Debtors’ professionals and for expenses incurred by the Debtors to preserve and realize value in  
6 Federal’s collateral. An opposition to the Surcharge Motion was filed by Federal. The Debtors  
7 and Federal resolved disputes related to Surcharge Motion and entered into that certain  
8 Stipulation Between the Debtors and Federal Insurance Company Resolving Debtors’ Motion for  
9 Order Authorizing Surcharge of Collateral Pursuant to 11 U.S.C. 506(c) which was filed with the  
10 Court on November 6, 2014 (docket 379) (“Surcharge Stipulation”). The Surcharge Stipulation  
11 was approved by Court order entered on November 10, 2014 (docket 382). The principal terms  
12 of the Surcharge Stipulation are:

13 • The Debtors may surcharge Federal’s collateral from the proceeds of the  
14 sale of the Wilson Property,<sup>6</sup> the Phelan Property and the Equipment, in the amount of  
15 \$250,000 (“Stipulated Surcharge”). The Stipulated Surcharge shall only apply to the  
16 professional fees and expenses incurred during the Professional Fee Surcharge Period and  
17 expenses claimed by the Debtors in the Surcharge Motion, including amounts contained  
18 in the First Interim Fee Applications.

19 • The Debtors reserve the right to seek, and Federal reserves the right to  
20 object to, any additional surcharge for periods beyond the Professional Fee Surcharge and  
21 other expenses incurred by the Debtor in the disposition of collateral which may occur  
22 from and after the dates covered in the Surcharge Motion and for fees incurred after the  
23 date of the First Interim Fee Applications.

24 The Stipulated Surcharge shall be paid from proceeds being held by Meridian to the  
25 extent of \$175,000 and proceeds held by Inland to the extent of \$75,000. The Stipulated  
26 Surcharge shall be released in these amounts from the segregated accounts maintained by  
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28 <sup>6</sup> Capitalized have the meaning set forth in the Surcharge Motion and Surcharge  
Stipulation.

1 Meridian and Inland and transferred to the Debtors current Debtor in Possession accounts  
2 maintained by each of the Debtors to be used by each Debtor, in its discretion, to pay all court  
3 approved Professionals' fees and expenses in each of the Debtors' cases and to pay ongoing  
4 expenses of ASR to complete the existing projects and otherwise administer the bankruptcy  
5 estates.

6 **D. The Marketing of Inland's Assets**

7 Inland has been investigating alternatives for maximizing the value of its assets for the  
8 benefit of all of its creditors and other parties in interest.

9 Inland has contacted or has been contacted by parties who have expressed an interest in  
10 the purchase of Inland's assets. Several interested parties have met with Inland's management  
11 and/or performed due diligence. Inland received approximately six (6) offers from such parties.  
12 Inland received offers from these parties to either buy the assets outright or to conduct an auction  
13 but most offered only bids that were too low or subject to significant contingencies. The outright  
14 offers were much lower than the projected auction sale proceeds. When Inland considered all  
15 offers from parties to conduct an auction, Inland chose the Auctioneer because Inland is  
16 comfortable with the Auctioneer in that the Auctioneer has conducted successful auctions for  
17 Inland in the past and Auctioneer's proposal for compensation is competitive. In light of the  
18 current economic environment, Inland's financial condition and the fact that Inland is no longer  
19 using the Assets to be sold, Inland believes the only option available is the orderly auction sale of  
20 the Assets of related to its equipment and machinery rental business. As such, it appears that an  
21 auction sale of the Assets is the best way to maximize value for creditors and will be more  
22 beneficial to the Estate as compared to attempting to sell each item on a piecemeal basis.

23 **E. The Proposed Auction Sale of Inland's Assets**

24 The Assets which are the subject of the Auction Motion are generally described as  
25 equipment and machinery used in Inland's rental business and. A list of the principal items to be  
26 included in the auction is as follows:

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Item #	Description	Estimated Value
1069	200 International Truck Rollback	\$15,000
1089	1995 Utility High Boy	\$12,000
1102	1999 Ranco End Dump	\$15,000
1112	2009 Aztex Trailer	\$2,000
1132	2003 Freightliner Water Truck	\$7,000
3019	2007 Komatsu Backhoe	\$20,000
	John Deere Skiploader	\$10,000
	JLG Forklift	\$13,000
	Skyjack Manlift	\$4,000
	Thomas Skidsteer	\$4,000
	Trench Shield 4 x 20	\$2,000
	Quantity backhoe buckets	\$2,000
	Quantity skidsteer attachments	\$3,000
	Quantity scaffold jacks and planks	\$2,500
	Masonry saw	\$500
	Masonry mixers (2)	\$1,500
	Miscellaneous industrial items	\$1,500
	Trench plates (6)	\$6,500
	Pallets of miscellaneous items	\$5,000
	Total	\$126,500

As Inland is winding down its affairs, Inland may determine there will be additional items to be included in the auction sale. As such, Inland requests authority to include any additional items in the current auction that Inland determines prior to the auction date are items no longer be necessary for Inland’s business operations.

The Assets to be sold do not include all of Inland’s machinery and equipment as some of it is still being utilized by ASR in the completion of pending projects. Once pending ASR projects are completed (estimated by January 2015), Inland will need to sell its remaining machinery and equipment not included in the current auction sale. As such, Inland requests authority to conduct a further auction sale of its machinery and equipment at a later date under

1 the same terms and conditions of this current auction sale once Inland determines the remaining  
2 equipment is no longer necessary for its business operations.

3 Inland does not believe that any of the Assets to be sold are subject to lease interests.  
4 However, out of an abundance of caution, in the event that it is determined that any of the Assets  
5 are subject to a lease interest, such leased items will only be sold if there is equity for the Estate  
6 and the lessor consents to the sale.

7 Inland believes that the current auction sale may generate gross proceeds of  
8 approximately \$126,500 based on the current business environment. However, the auction will  
9 be unreserved such that there are no minimum bids or reserve prices set on the items in the  
10 auction. Every item is to be sold to the highest bidder. Through the competitive bidding of a  
11 public auction sale, it is anticipated that Inland will receive the best and highest value for the  
12 Assets and therefore, the ultimate sale price of the Assets will be fair and reasonable.

13 **F. Liens and Encumbrances Against the Assets and Their Proposed Treatment**  
14 **Through the Sale**

15 The following chart sets forth and accounts for all of the recorded liens and  
16 encumbrances against described in the Assets and their proposed treatment through the sale:

<u>Creditor</u>	<u>Description</u>	<u>Estimated Amount Owed</u>	<u>Treatment of Lien Through the Sale</u>
Federal	UCC-1 Filing No. 12-7339143518 filed 11/28/12; Amendment No. 13-73536425 filed 3/22/13; Amendment No. 13-73522998 filed 3/15/13; Amendment No. 13-73517704 filed 3/11/13 and Amendment No. 13-73513989 filed 3/6/13	\$171,597,580 <sup>7</sup>	Pursuant to Bankruptcy Code section 363(f)(2) this lien will be released, discharged and terminated at the close of escrow and the Assets will be sold free and clear of this lien and the lien will attach to the sale proceeds, if any, in the same validity and priority as existed prior to the sale.

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28 <sup>7</sup> Claim #2 on ASR's Claims Register, Claim #3 on Meridian's Claims Register and Claim #2 on Inland's Claims Register. Each claim amount is \$171,597,580.

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<u>Creditor</u>	<u>Description</u>	<u>Estimated Amount Owed</u>	<u>Treatment of Lien Through the Sale</u>
Berkley	UCC-1 Filing No. 13-7366919227 filed 6/26/2013	\$15,571,500 <sup>8</sup>	Pursuant to Bankruptcy Code section 363(f)(2) this lien will be released, discharged and terminated at the close of escrow and the Assets will be sold free and clear of this lien and the lien will attach to the sale proceeds, if any, in the same validity and priority as existed prior to the sale.
Riverside County Treasurer and Tax Collector	Proof of claim against Inland asserting a secured claim of \$63,639.66. Tax lien recorded on 11/6/2013, document number 2013-0527072	\$63,639.66.	<p>Pursuant to Bankruptcy Code sections 363(f)(1) and 363(f)(5) this lien will be released, discharged and terminated at the close of escrow and the Assets will be sold free and clear of this lien and the lien will attach to the sale proceeds, if any, in the same validity and priority as existed prior to the sale.</p> <p>This lien is the subject of a bona fide dispute. The lien was recorded after the Petition Date in violation of the automatic stay under Bankruptcy Code Section 362. Inland asserts that under applicable federal bankruptcy law, the lien is invalid as any action taken in violation of the automatic stay is void as a matter of law. <u>See, In re Schwartz</u>, 951 Fed.2d, 596 (9th Cir. 1992).</p> <p>Furthermore, Inland asserts there are causes of action under Bankruptcy Code Section 549 to have the lien set aside in that it was recorded after the Petition Date the lien was not authorized by the Bankruptcy Code nor order of the Bankruptcy Court.</p>

<sup>8</sup> Claim #42 on ASR's Claims Register, Claim #5 on Meridian's Claims Register and Claim #s 4 and 5 on Inland's Claims Register. Each claim amount is \$15,571,500.

1 In summary, the sale shall be conducted free and clear of any and all Liens and  
2 Encumbrances impacting the Assets, with all such Liens and Encumbrances upon the Assets to  
3 be unconditionally released, discharged and terminated, and with any Liens and Encumbrances  
4 not resolved or satisfied through the sale to attach only to the proceeds of the transaction with the  
5 same priority, validity, force and effect as they existed with respect to the sold assets before the  
6 closing of the sale pending further Court order or agreement with the impacted lienholder.

7 Inland desires to sell the Assets quickly in order stop administrative costs associated with  
8 the Assets and delays that could result from having to first resolve any disputes related to secured  
9 claims that may negatively impact the benefits of the sale. As such, selling the Assets pursuant  
10 to Bankruptcy Code Sections 363(b)(1) and (f) free and clear of any and all liens and  
11 encumbrances, with such Liens and Encumbrances not released, resolved or satisfied through the  
12 auction sale to attach to the auction sale proceeds in the same validity and priority as prior to the  
13 Petition Date pending agreement with the lienholder creditor or further order of the Court is  
14 proper.

15 **G. Tax Consequences**

16 At this time, Inland does not know what the capital gains taxes liability will be, if any,  
17 generated by the sale. In the event that there is any tax liability generated from the sale, it is  
18 anticipated that such taxes will be paid by the sale proceeds.

19 **H. Reservation of Rights Under Bankruptcy Code Section 506(c)**

20 Inland will reserve any and all rights the Estate may have under Bankruptcy Code Section  
21 506(c) to surcharge the collateral of any lienholders for the costs the Estate may have incurred in  
22 the maintenance of their respective collateral as well as with the preservation and liquidation of  
23 such collateral.

24 **I. The Proposed Auction Date, Proposed Auctioneer and Proposed Auction Contract**

25 Inland proposes to liquidate the Assets by auction to the highest bidder and without any  
26 minimum price on December 11, 2014 (time of day to be determined). The auction sale will be  
27 conducted at the Auctioneer's business premises in Perris, California. Approval of the auction  
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1 sale must be resolved as quickly as possible so that the Inland may coordinate the auction sale  
2 and afford time for the proposed Auctioneer to commence advertising of the sale.

3 Inland requests authorization to employ Ritchie Bros. Auctioneers (America) Inc. as the  
4 auctioneer to coordinate the auction sale and authorization to pay Auctioneer's compensation  
5 pursuant to the terms an Auction Contract that includes the following principal terms (Inland is  
6 referred to as the "Owner" and the Assets are referred to as the "Equipment" in the following  
7 summary):

8 1. Sale Date: The Auctioneer shall, as agent of the Owner, offer the Assets,  
9 together with any additional items delivered by the Owner to the auction site for sale, in  
10 whole or in party, pursuant to the Bankruptcy Court order to be granted, at unreserved  
11 public auction on or about the December 11, 2014, at the City of Perris, in the State of  
12 California.

13 2. Payment: The Auctioneer shall make payment to the Owner within  
14 twenty-one (21) days after the auction, the amount due and owing to the Owner from  
15 monies collected from the sale of the Equipment after making all deductions permitted  
16 under this Contract.

17 3. Commission: The Auctioneer shall be entitled, at the time of the auction,  
18 to a commission of nine percent (9%) based on the gross sale price of the Equipment or  
19 any part thereof.

20 4. Other: The Auctioneer shall:  
21 a. allow the Owner access to records concerning the sale of the  
22 Equipment at the auction excluding the names or contact information of the buyers  
23 thereof;  
24 b. supervise the preparation and organization of the auction;  
25 c. provide auctioneers and accountants required for an auction of this  
26 type;  
27 d. ensure on-site food catering services are available to those in  
28 attendance at the auction;  
29 e. provide listing catalogs of the lots offered for sale to potential  
30 buyers at the auction; and  
31 f. collect and remit State and local sales tax arising upon the sale of  
32 the Equipment at the auction.

33 5. Sale Site: The Auctioneer shall provide, at no cost to Owner, a suitable  
34 site for conduct of the auction.

35 6. Refurbishing: The Owner shall:  
36 a. paint, clean, and refurbish, prior to the auction, the Equipment to a  
37 standard acceptable to the Auctioneer. Should the Auctioneer organize and pay for  
38 painting, cleaning, or refurbishing any part of the Equipment, the Auctioneer shall be

1 reimbursed for these costs plus ten percent (10%), provided that the cost shall not exceed  
2 \$11,500 without authorization from the Owner, and

3 b. reimburse the Auctioneer for the cost of fuel and batteries as the  
4 Auctioneer deems necessary for demonstration and sale of the Equipment.

5 7. Delivery: The Owner shall deliver the Equipment, at Owner's cost, to the  
6 auction site on or before the 1st day of December 2014:

7 a. in good operating condition, free of material defects except as  
8 disclosed to the Auctioneer, with adequate fuel and batteries and starting at the key;

9 b. free of hazardous materials other than normal operating fuels, oils,  
10 and lubricants;

11 c. in a condition equivalent to or better than its condition when  
12 viewed by the Auctioneer's representative prior to the auction sale; and

13 d. in compliance with all applicable EPA rules and regulations;

14 e. together with all documents evidencing the Owner's title, and/or  
15 necessary to transfer title, to the Equipment, properly endorsed;

16 f. The Owner shall assign Power of Attorney to the Auctioneer for  
17 the limited purpose of executing on the Owner's behalf, all documents required to transfer  
18 title to, and permit registration or ownership of, any part of the Equipment by the  
19 purchaser thereof.

20 8. Searching and Title Documents: The Owner shall:

21 a. conduct searches or use other means available, as deemed  
22 necessary by the Owner for the disclosure of liens and encumbrances, and include all  
23 such creditors in Bankruptcy Court notices seeking authority under 11 USC § 363 to sell  
24 the Equipment; in no case shall the Owner have a duty to conduct such searches, nor be  
25 responsible for the result thereof; and

26 b. pay a document administration fee of \$65 per unit for each item of  
27 Equipment requiring title or registration documents.

28 9. Risk of Loss, Insurance: The Owner shall:

a. be responsible for loss or damage to the Equipment, other than loss  
or damage arising as a result of the negligence of the Auctioneer, its agents or employees,  
until the earliest of: (i) the removal of the Equipment from the auction site by the  
purchaser; or (ii) receipt by Owner of all proceeds from the sale of the Equipment; and

b. insure the Equipment, with the Auctioneer as additional insured, to  
its fair market value against all perils so that in the event of damage to, or destruction of,  
the Equipment or any part thereof, all insurance proceeds shall be credited to the gross  
proceeds of the auction and payment made to the Auctioneer forthwith for all deductions  
permitted by this Contract; and

c. upon request, provide Auctioneer with a copy of the insurance  
certificate, or other documentation evidencing the Auctioneer as an additional insured, to  
the satisfaction of the Auctioneer.

10. Indemnity: The Owner shall defend, indemnify and save the Auctioneer,  
its parents, subsidiaries and affiliates, and each of their officers, directors, shareholders,  
employees, and agents harmless against all claims, demands, suits, actions, causes of  
action, damages, costs or charges whatsoever arising from:

- 1                   a. any breach of the representations, warranties or covenants set out  
herein;
- 2                   b. failure by the Owner to comply with any laws relating to the  
Owner's right to sell the Equipment;
- 3                   c. hazardous materials associated with the Equipment or  
contamination resulting from any leakage, spills, or malfunction of the Equipment;
- 4                   d. deficiencies in the provision of documents required for the purpose  
of titling or registering any part of the Equipment by any purchaser thereof;
- 5                   e. any deficiency in compliance with applicable EPA rules or  
regulations;
- 6                   f. any negligence, unlawful act, or willful misconduct of the Owner  
in connection with this Contract; and
- 7                   g. any infringement of a patent, copyright, trademark, agreement or  
similar right of any third party caused by the offering for sale, advertising or sale of any  
part of the Equipment.
- 8
- 9

10                   11. No Buybacks, Unreserved Auction Sale: The Owner shall not bid,  
directly or indirectly, nor allow any other person to bid on the Owner's behalf or for the  
11                   Owner's benefit, by agency or otherwise, on the Equipment or any part thereof at the  
auction. Owner acknowledges the auction is unreserved and the Auctioneer shall have no  
12                   obligation or duty to withdraw the Equipment or any part thereof from the auction sale or  
to cancel the auction. The Equipment shall be sold to the highest bidder on the date of  
13                   the auction.

14                   12. No Guarantee: The Owner acknowledges that there is no guarantee  
15                   whatsoever as to the gross proceeds to be realized from the sale of the Equipment at  
16                   auction.

17                   13. Other: The Owner shall:

18                   a. provide, at no cost to the Auctioneer, zero (0) competent persons to  
assist in the preparation of the auction;

19                   b. comply with all legislation, regulations, or requirements of any  
authority of competent jurisdiction relating to the sale of the Equipment;

20                   c. be responsible for the payment of any tax or duty whatsoever that  
may legally be construed as being the responsibility of the Owner;

21                   d. provide the Auctioneer with the opportunity to review and  
comment on the Bankruptcy Court orders: (i) approving the sale of the Equipment  
22                   pursuant to 11 USC § 363(f), and (ii) approving this Contract; and

23                   e. provide the Auctioneer with copies of such Bankruptcy Court  
orders.

24                   A true and correct copy of the Auction Contract is attached as Exhibit 1 to the  
25                   Declaration of Alan Regotti annexed to the Auction Motion ("Regotti Declaration").

26                   Attached as **Exhibit 2** to the Declaration of Zac Dalton annexed to the Action Motion  
27                   ("Dalton Declaration") is a true and correct copy of the resume for the Auctioneer as well as  
28                   Auctioneer's proof of liability insurance in the amount of \$5,000,000. Immediately on approval

1 of Court approval of the Auction Motion, the Auctioneer will obtain a bond for this case in the  
2 amount of \$250,000. The Auctioneer has advised Inland that the total value of all pending  
3 bankruptcy auctions in which the Auctioneer is involved in this District does not exceed the bond  
4 it will obtain and liability insurance coverage.

5 Inland believes that the terms for the Auction Contract are fair and reasonable and that  
6 Inland should be authorized to employ the Auctioneer on the terms and conditions set forth in the  
7 Auction Contract. Inland is satisfied from the Dalton Declaration that the Auctioneer is a  
8 disinterested person within the meaning of Bankruptcy Code Section 101(14).

9 **J. Request for Authorization to Use the Auction Sale Proceeds**

10 Through this Auction Motion, Inland further requests the Court authorize the use of the  
11 proceeds of the auction sale to make Court approved disbursements to the proposed Auctioneer  
12 pursuant to the terms of the Auction Contract.

13 **K. Approval of the Auction Motion Serves the Best Interests of the Estate and**  
14 **Creditors**

15 Inland has made a business decision and believes that the sale of the Assets by the  
16 proposed auction sale is the best available alternative for maximizing the value of the Assets for  
17 the Estate and creditors. The auction sale is the most efficient and cost effective way to liquidate  
18 the Assets and will allow the Estate to receive the most value for the Assets as compared to  
19 attempting to sell each item on a piecemeal basis.

20 Inland believes that the auction sale may generate gross proceeds of approximately  
21 \$126,500 based on the current business environment. However, the auction will be unreserved  
22 such that there are no minimum bids or reserve prices set on the items in the auction. Every item  
23 is to be sold to the highest bidder. Through the competitive bidding of a public auction sale, it is  
24 anticipated that Inland will receive the best and highest value for the Assets and therefore, the  
25 ultimate sale price of the Assets will be fair and reasonable.

26 Finally, approval of the auction sale must be resolved as quickly as possible so that the  
27 Inland may coordinate the auction sale and afford time for the proposed Auctioneer to commence  
28 advertising of the sale.

1           Thus, based on good business reasons, approval of this Auction Motion would serve the  
2 best interests of the Inland's Estate and its creditors.

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## 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: **8105 Irvine Center Drive, Suite 600, Irvine, California 92618**

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 (*date*) **November 18, 2014**, 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:

- James C Bastian jbastian@shbllp.com *Attorney for the Debtor*
- J Scott Bovitz bovitz@bovitz-spitzer.com *Attorney for U.S. TelePacific Corp*
- David Cantrell dcantrell@lc-law-llp.com *NEF for Interested Party*
- Peter L Duncan peterd@psdslaw.com, theresam@psdslaw.com *Attorney for Torrey Pines Bank*
- Jonathan J Dunn jdunn@smtldlaw.com, aharris@smtldlaw.com;sq@smtldlaw.com *Attorney for Federal Insurance Company*
- Helen R Frazer hfrazer@aalrr.com *Attorney for Federal Insurance Company*
- Margaret E Garms margaret@parkinsonphinney.com *Attorney for Zions First National Bank*
- Everett L Green everett.l.green@usdoj.gov *Office of United States Trustee*
- Eric M Heller eric.m.heller@irscounsel.treas.gov *Attorney for the Internal Revenue Service*
- Marilyn Klinger Marilyn.Klinger@sedgwicklaw.com *Attorney for Berkley Regional Insurance Company*
- Edward D Lodgen EDLodgen@rkmc.com *Attorney for Insurance Company of the West*
- Melissa Davis Lowe mdavis@shbllp.com *Attorney for ASR Constructors Inc*
- Byron B Mauss efilings@amlegalgroup.com *Attorney for Gotte Electric, Inc.*
- Joshua K Partington efilings@amlegalgroup.com *Attorney for Gotte Electric, Inc.*
- Michael A Scherago mscherago@landslawyers.com *NEF for Interested Party*
- Jason K Schrader jason.K.Schrader@usdoj.gov *Office of United States Trustee*
- Jodi Siegner jsiegner@deconsel.com *Attorney for Carpenters Southwest Administrative Corporation; and Board of Trustees for the Carpenters Southwest Trusts*
- Gregory H Smith gsmith@publiccounsel.org *Attorney for Safeco Insurance Company Of America*
- United States Trustee (RS) ustpreion16.rs.ecf@usdoj.gov *Office of United States Trustee*
- David Veis dveys@rkmc.com *Attorney for Insurance Company of The West*
- Gilbert B Weisman notices@becket-lee.com *Attorney for BMO Harris Bank NA*

Service information continued on attached page

**2. SERVED BY UNITED STATES MAIL:**

On (*date*) **November 18, 2014**, 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.

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 (*date*) **November 18, 2014**, 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.

**Judge's Copy – Via Messenger**

**Honorable Mark Houle, US Bankruptcy Court, 3420 Twelfth St, Bin Outside Courtroom 303, Riverside, CA 92501**

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.

**November 18, 2014**

**Lorre Clapp**

**/s/ Lorre Clapp**

*Date*

*Printed Name*

*Signature*

**EMAIL SERVICE LIST**

**Potential Buyer**

PPL Group LLC  
Alex Mazer  
Shawn Carver, Account Executive  
[Alex@pplgroupllc.com](mailto:Alex@pplgroupllc.com)  
[shawn@pplgroupllc.com](mailto:shawn@pplgroupllc.com)

**Potential Buyer**

Heritage Global Partners  
Asset Advisory & Auction Services  
Nick Dove, Director of Sales  
[ndove@hgpauction.com](mailto:ndove@hgpauction.com)

**Potential Buyer**

Bid It Up  
Robert Shah, Director of Strategic Business Development  
[rshah@biditup.com](mailto:rshah@biditup.com)

**Potential Buyer**

Hilco Global  
Benjamin M. Ziff, Director  
Industrial, LLC | Real Estate, LLC  
[bziff@hilcoglobal.com](mailto:bziff@hilcoglobal.com)

**Potential Buyer**

Liquid Asset Partners LLC  
Jennifer Steward  
Business Development  
[jennifer@liquidap.com](mailto:jennifer@liquidap.com)

**Potential Buyer**

Reich Brothers  
Vaughn Barber  
[vbarber@reichbros.com](mailto:vbarber@reichbros.com)

**Potential Buyer**

Machinery Network Auctions  
Eric Raffin  
[eric@machinerynetworkauctions.com](mailto:eric@machinerynetworkauctions.com)

**Potential Buyer**

New Mill Capital  
Adam Russell  
Business Development Associate  
[adamr@newmillcapital.com](mailto:adamr@newmillcapital.com)

**U.S. MAIL SERVICE LIST**

**SHAREHOLDER**

REGOTTI FAMILY TRUST DATED  
JANUARY 12, 2005  
ALAN REGOTTI AND STACEY REGOTTI  
TRUSTEES  
1569 CAMINO CORTO  
FALLBROOK, CA 92028

**SHAREHOLDER**

MARC W BERRY  
PATTI BERRY  
7546 CERRITO ROJO DRIVE  
RANCHO CUCAMONGA, CA 91730

**SCHEDULE D**

FEDERAL INSURANCE COMPANY  
WAYNE R WALTON ESQ  
15 MOUNTAINVIEW ROAD  
WARREN, NJ 07059-6711

**SCHEDULE D**

BERKLEY REGIONAL INSURANCE  
COMPANY  
ATTN NANCY MANNO  
BERKLEY SURETY GROUP INC  
412 MOUNT KEMBLE AVE SUITE 310N  
MORRISTOWN, NJ 07960

**SCHEDULE D - ADDITIONAL NOTICE FOR  
BERKLEY REGIONAL INSURANCE**

**COMPANY**  
BERKLEY REGIONAL INSURANCE  
COMPANY  
C/O RICHARD W TROPP  
BENCHMARK CONSULTING SERVICES LLC  
2 VENTURE SUITE 220  
IRVINE, CA 92618

**SCHEDULE D**

GOTTE ELECTRIC INC  
ATTN STEVEN R BANGERTER ESQ  
BANGERTER SHEPPARD PC  
1300 CLAY ST SUITE 600  
OAKLAND, CA 94612

**SCHEDULE D**

INSURANCE COMPANY OF THE WEST  
ATTN PRESIDENT OR MANAGER AGENT  
11455 EL CAMINO REAL  
SAN DIEGO, CA 92130

**SCHEDULE D - UCC NOTICE OF STATE  
TAX LIEN**

EMPLOYMENT DEVELOPMENT  
DEPARTMENT  
BANKRUPTCY GROUP MIC 92E  
PO BOX 826880  
SACRAMENTO, CA 94280-0001

**SCHEDULE D - ADDITIONAL NOTICE**

EMPLOYMENT DEVELOPMENT  
DEPARTMENT  
LIEN GROUP MIC92G  
PO BOX 826880  
SACRAMENTO, CA 94280-0001

**SCHEDULE D**

1ST ENTERPRISE BANK  
ATTN PRESIDENT OR MANAGER AGENT  
818 W 7TH STREET STE 220  
LOS ANGELES, CA 90017-3449

**SCHEDULE E**

EMPLOYMENT DEVELOPMENT  
DEPARTMENT  
BANKRUPTCY GROUP MIC 92E  
PO BOX 826880  
SACRAMENTO, CA 94280-0001

**SCHEDULE E**

FRANCHISE TAX BOARD  
ATTN BANKRUPTCY UNIT  
BANKRUPTCY SECTION MS A340  
PO BOX 2952  
SACRAMENTO, CA 95812-2952

**SCHEDULE E**

INTERNAL REVENUE SERVICE  
ATTN BANKRUPTCY UNIT  
PO BOX 7346  
PHILADELPHIA, PA 19101-7346

**ADMIN CLAIM FILED**

INTERNAL REVENUE SERVICE  
INSOLVENCY GROUP 7  
290 NORTH D STREET  
M/S INSOLVENCY  
SAN BERNARDINO, CA 92401-1734

INTERNAL REVENUE SERVICE  
DEPARTMENT OF THE TREASURY  
PO BOX 7346  
PHILADELPHIA, PA 19101-7346

**SCHEDULE E**

STATE BOARD OF EQUALIZATION  
ATTN SPECIAL OPERATIONS BRANCH  
MIC 55  
PO BOX 942879  
SACRAMENTO, CA 94279-0055

**SCHEDULE E - INLAND MACHINERY, INC.  
AND SCHEDULE D ANOTHER MERIDIAN  
COMPANY, LLC**

RIVERSIDE COUNTY TREASURER AND  
TAX COLLECTOR  
4080 LEMON STREET  
1ST FLOOR  
RIVERSIDE, CA 92502

**INTERESTED PARTY**

OFFICE OF UNITED STATES TRUSTEE  
3801 UNIVERSITY AVENUE, SUITE  
RIVERSIDE, CA 92501-3200

**SCHEDULE D ANOTHER MERIDIAN**

**COMPANY, LLC**

SAN BERNARDINO COUNTY TREASURER  
AND  
TAX COLLECTOR  
172 WEST THIRD STREET  
SAN BERNARDINO, CA 92415

**SCHEDULE F**

ADP LEMCO INC  
ATTN PRESIDENT OR MANAGER AGENT  
5970 DANNON WAY  
WEST JORDAN, UT 84081-6203

**SCHEDULE F**

AGUA MANSA INVESTMENT PARTNERS LLC  
ATTN PRESIDENT OR MANAGER AGENT  
33891 MISSION TRAILS  
WILDOMAR, CA 92595

**SCHEDULE F**

AGUA MANSA PROPERTIES INC  
ATTN PRESIDENT OR MANAGER AGENT  
PO BOX 127  
RIVERSIDE, CA 92502

**SCHEDULE F**

AIR EXCHANGE CLEAN AIR SPEC  
ATTN PRESIDENT OR MANAGER AGENT  
495 EDISON CT STE A  
FAIRFIELD, CA 94534-1683

**SCHEDULE F**

AIRGAS USA LLC  
ATTN PRESIDENT OR MANAGER AGENT  
PO BOX 7423  
PASADENA, CA 91109-7423

**SCHEDULE F**

ALAN REGOTTI  
1569 CAMINO CORTO  
FALLBROOK, CA 92028

**SCHEDULE F**

ALCORN AIRE INC  
ATTN PRESIDENT OR MANAGER AGENT  
325 ROBINSON  
BAKERSFIELD, CA 93305

**SCHEDULE F**

AMAX GLASS & GLAZING INC  
ATTN PRESIDENT OR MANAGER AGENT  
385 S LEMON AVENUE E309  
WALNUT, CA 91789

**SCHEDULE F**

AMERICAN EXPRESS  
ATTN BANKRUPTCY UNIT  
BOX 0001  
LOS ANGELES, CA 90096-8000

**SCHEDULE F**

ANOTHER MERIDIAN COMPANY LLC  
ATTN PRESIDENT OR MANAGER AGENT  
33891 MISSION TRAIL  
WILDOMAR, CA 92595-8431

**SCHEDULE F**

ANTHEM BLUE CROSS OF CA  
ATTN PRESIDENT OR MANAGER AGENT  
DEPT 5812  
LOS ANGELES, CA 90074

**SCHEDULE F**

ARCHITECTURAL SIGN IDENTITY  
ATTN PRESIDENT OR MANAGER AGENT  
1247 S BUENA VISTA ST  
SUITE E  
SAN JACINTO, CA 92583

**SCHEDULE F**

ASR POWDER COATING LLC  
ATTN PRESIDENT OR MANAGER AGENT  
15435 ARROW BLVD  
BLD B  
FONTANA, CA 92335

**SCHEDULE F**

AUTOMATED GATE SERVICES INC

**SCHEDULE F**

BAKERSFIELD WELL & PUMP CO  
ATTN PRESIDENT OR MANAGER AGENT  
7212 FRUITVALE AVENUE  
BAKERSFIELD, CA 93308

**SCHEDULE F**

BARSTOW COMMUNITY COLLEGE DISTRICT  
C/O ATKINSON ANDELSON LOYA RUDD &  
ROMO  
16870 WEST BERNARDO DRIVE SUITE 330  
SAN DIEGO, CA 92127-1677

**SCHEDULE F**

BLUE DIAMOND MATERIALS  
C/O LANAK & HANNA  
625 THE CITY DRIVE SOUTH  
SUITE 190  
ORANGE, CA 92868

**SCHEDULE F**

BORBON INC  
ATTN PRESIDENT OR MANAGER AGENT  
7312 WALNUT AVE  
BUENA PARK, CA 90620

**SCHEDULE F**

CABINET CONNECTION  
ATTN PRESIDENT OR MANAGER AGENT  
5783 E SHIELDS AVE  
FRESNO, CA 93727

**SCHEDULE F**

CAL-STATE RENT A FENCE  
ATTN PRESIDENT OR MANAGER AGENT  
4518 INDUSTRIAL ST  
SIMI VALLEY, CA 93063

**SCHEDULE F**

CALIFORNIA APPRENTICESHIP COUNCIL  
ATTN PRESIDENT OR MANAGER AGENT  
PO BOX 420603  
SAN FRANCISCO, CA 94142

**SCHEDULE F**

CALIFORNIA FACILITY SPECIALTIES  
ATTN PRESIDENT OR MANAGER AGENT  
260 WEST ARROW HIGHWAY SUITE E  
SAN DIMAS, CA 91773

**SCHEDULE F**

CALWEST GALVANIZING  
VALMONT INDUSTRIES INC  
ATTN PRESIDENT OR MANAGER AGENT  
DEPT 2391  
LOS ANGELES, CA 90084-2391

**SCHEDULE F**

CARPENTERS SOUTHWEST TRUST  
CARPENTERS SOUTHWEST  
ADMINISTRATIVE CORP  
ATTN PRESIDENT OR MANAGER AGENT  
533 S FREMONT AVE  
SUITE 803  
LOS ANGELES, CA 90071-1706

**SCHEDULE F**

CARPENTERS SOUTHWEST  
ADMINISTRATIVE CORP  
C/O MARGARET R GIFFORD ESQ  
DECARLO AND SHANLEY APC  
533 SOUTH FREMONT AVENUE, 9TH FL.  
LOS ANGELES, CA 90071-1706

**SCHEDULE F**

CERTIFIED DOOR INC  
ATTN PRESIDENT OR MANAGER AGENT  
7711 SOMERSET BLVD  
PARAMOUNT, CA 91770

**SCHEDULE F**

CENTRAL DRUG SYSTEM INC  
ATTN PRESIDENT OR MANAGER AGENT  
16560 HARBOR BLVD  
SUITE A  
FOUNTAIN VALLEY, CA 92708

**SCHEDULE F**

CITY OF VICTORVILLE  
ATTN MANAGING AGENT  
PO BOX 5001  
VICTORVILLE, CA 92393-4999

**SCHEDULE F**

CITIBUSINESS CARD  
ATTN BANKRUPTCY UNIT  
PO BOX 688901  
DES MOINES, IA 50368-8901

**SCHEDULE F**

CLARIDGE PRODUCTS & EQUIPMENT  
ATTN PRESIDENT OR MANAGER AGENT  
PO BOX 910  
HARRISON, AR 72602

**SCHEDULE F**

COLLECTIVE CONTRACTING  
ATTN PRESIDENT OR MANAGER AGENT  
1611-A SOUTH METROSE DR #383  
VISTA, CA 92081

**SCHEDULE F**

COMMERCIAL FURNISHINGS INC  
ATTN PRESIDENT OR MANAGER AGENT  
9420 ACTIVITY ROAD #J  
SAN DIEGO, CA 92126

**SCHEDULE F**

CONSTRUCTION LABORERS TRUST  
ATTN PRESIDENT OR MANAGER AGENT  
PO BOX 513638  
LOS ANGELES, CA 90051-1638

**SCHEDULE F**

CONTRACTORS COMPLETE SURETY  
ATTN PRESIDENT OR MANAGER AGENT  
33891 MISSION TRAIL  
WILDOMAR, CA 92595-8431

**SCHEDULE F**

COUNTY OF RIVERSIDE  
DEPARTMENT OF ENVIRONMENTAL  
HEALTH  
ATTN PRESIDENT OR MANAGER AGENT  
PO BOX 7600  
RIVERSIDE, CA 92513

**SCHEDULE F**

COUNTY OF SAN BERNARDINO  
SOLID WASTE MANAGEMENT  
ATTN PRESIDENT OR MANAGER AGENT  
825 E 3RD ST  
SAN BERNARDINO, CA 92415-0835

**SCHEDULE F**

CURRANSEAL INC  
ATTN PRESIDENT OR MANAGER AGENT  
PO BOX 28508  
SANTA ANA, CA 92799

**SCHEDULE F**

DANTIN ENTERPRISES INC  
C/O GREGORY J HOUT  
12396 WORLD TRADE DRIVE  
SUITE 206  
SAN DIEGO, CA 92128

**SCHEDULE F**

DE LAGE LANDEN FINANCIAL SERVICES  
INC  
ATTN PRESIDENT OR MANAGER AGENT  
1111 OLD EAGLE SCHOOL RD  
WAYNE, PA 19087

**SCHEDULE F**

DIAMOND ENVIRONMENTAL SERVICES  
ATTN PRESIDENT OR MANAGER AGENT  
807 E MISSION ROAD  
SAN MARCOS, CA 92069

**SCHEDULE F**

DIAMOND POWER SERVICES  
ATTN PRESIDENT OR MANAGER AGENT  
807 E MISSION ROAD  
SAN MARCOS, CA 92069

**SCHEDULE F**

DOCK PROS  
ATTN PRESIDENT OR MANAGER AGENT  
2870 RAGLE WAY  
CORONA, CA 92879

**SCHEDULE F**

DRGK INC  
ATTN PRESIDENT OR MANAGER AGENT  
20258 HW 18  
SUITE 430, NUMBER 169  
APPLE VALLEY, CA 92307

**PROOF OF CLAIM ADDRESS**

DUKE PLUMBING, INC.  
ATTN WESLEY DUKE, PRESIDENT  
1630 W 9TH STREET  
UPLAND, CA 91786

**SCHEDULE F**

ENGINEERED WALL SYSTEMS INC  
ATTN PRESIDENT OR MANAGER AGENT  
PO BOX 509  
MAGNA, UT 84044-0509

**SCHEDULE F**

ERIC L OESTERBLAD  
C/O STEPHEN DANZ & ASSOCIATES  
11661 SAN VICENTE BLVD  
SUITE 500  
LOS ANGELES, CA 90049-5113

**SCHEDULE F**

EVERBANK COMMERCIAL FINANCE  
ATTN PRESIDENT OR MANAGER AGENT  
PO BOX 911608  
DENVER, CO 80291-1608

**SCHEDULE F**

EXPRESS PIPE & SUPPLY INC  
ATTN PRESIDENT OR MANAGER AGENT  
1235 SOUTH LEWIS ST  
ANAHEIM, CA 92805

**SCHEDULE F**

FEDEX  
ATTN PRESIDENT OR MANAGER AGENT  
PO BOX 7221  
PASADENA, CA 91109-7321

**SCHEDULE F**

FIRST INSURANCE FUNDING CORP  
ATTN PRESIDENT OR MANAGER AGENT  
450 SKOKIE BLVD SUITE 1000  
NORTHBROOK, IL 60062

**SCHEDULE F**

GALLAGHER BASSETT SERVICES INC  
ATTN PRESIDENT OR MANAGER AGENT  
4TH FLOOR  
TWO PIERCE PLACE  
ITASCA, IL 60143-3141

**SCHEDULE F**

GAMMA CONSTRUCTIONS SERVICES  
ATTN PRESIDENT OR MANAGER AGENT  
985 KENDALL DR #284  
SAN BERNARDINO, CA 92407

**SCHEDULE F**

GMP PLUMBING INC  
ATTN PRESIDENT OR MANAGER AGENT  
2863 SIDEWHEEL DRIVE  
BULLHEAD CITY, AZ 86429

**SCHEDULE F**

GBI ELECTRICAL  
ATTN PRESIDENT OR MANAGER AGENT  
551 HERITAGE PLACE  
PALMDALE, CA 93550

**SCHEDULE F**

GE CAPITAL  
GENERAL ELECTRIC CAPITAL  
CORPORATION  
ATTN LISA BODDICKER  
1010 THOMAS EDISON BLVD SW  
CEDAR RAPIDS, IA 52404

**SCHEDULE F**

GENERAL GLASS INTERNATIONAL  
ATTN PRESIDENT OR MANAGER AGENT  
101 VENTURE WAY  
SECAUCUS, NJ 07094

**SCHEDULE F**

GLOBE TECH INC  
ATTN PRESIDENT OR MANAGER AGENT  
4500 CAMINTO PL  
TARZANA, CA 91356

**SCHEDULE F**

GOLDEN STATE ROOFING WATERPROOF  
KISS ENTERPRISES INC DBA GOLDEN STATE  
ROOFING  
ATTN FRANK R KISS OPERATIONS  
MANAGER  
19703 EDDINGTON DRIVE  
CARSON, CA 90746

**SCHEDULE F**

GRANITE CONSTRUCTION COMPANY  
ATTN PRESIDENT OR MANAGER AGENT  
585 WEST BEACH STREET  
WATSONVILLE, CA 95076

**SCHEDULE F**

GREENSTONE MATERIALS  
ATTN PRESIDEN  
1420 NANDINA AVE  
PERRIS, CA 92571

**SCHEDULE F**

HAMILTON CEILING SYSTEMS  
ATTN PRESIDENT OR MANAGER AGENT  
455 W LA CADENA #1  
RIVERSIDE, CA 92501

**SCHEDULE F**

HASLER  
ATTN PRESIDENT OR MANAGER AGENT  
PO BOX 3808  
MILFORD, CT 06460-8708

**PROOF OF CLAIM ADDRESS**

HERITAGE WINDOW COVERINGS INC  
ATTN PRESIDENT OR MANAGER AGENT  
17902 GEORGETOWN LANE  
HUNTINGTON BEACH, CA 92647

**SCHEDULE F**

HILTI INC  
ATTN PRESIDENT OR MANAGER AGENT  
PO BOX 382002  
PITTSBURGH, PA 15250-8002

**SCHEDULE F**

INDUSTRIAL METAL SUPPLY CO  
ATTN PRESIDENT OR MANAGER AGENT  
8300 SAN FERNANDO RD  
SUN VALLEY, CA 91352

**SCHEDULE F**

INFINITY STRUCTURES INC  
C/O PYKA LENHARDT SCHNAIDER ZELL  
837 N. ROSS ST.  
PO BOX 1558  
SANTA ANA, CA 92701-1558

**SCHEDULE F**

INTERNATIONAL DOOR  
ATTN PRESIDENT OR MANAGER AGENT  
8001 RONDA DRIVE  
CANTON, MI 48187

**SCHEDULE F**

JOE'S LAWN MOWER SUPPLIES INC  
ATTN PRESIDENT OR MANAGER AGENT  
25646 E BASELINE ST  
SAN BERNARDINO, CA 92410

**SCHEDULE F**

KENNEDY HILLS ENTERPRISES LLC  
C/O MOLLIS & MOLLIS INC  
CHARLES A MOLLIS ESQ  
4621 TELLER  
SUITE 200  
NEWPORT BEACH, CA 92660

**SCHEDULE F**

KONE CRANES INC  
ATTN PRESIDENT OR MANAGER AGENT  
PO BOX 641807  
PITTSBURGH, PA 15264-1807

**CLAIM ADDRESS**

KONECRANES INC  
ATTN PRESIDENT OR MANAGER AGENT  
4401 GATEWAY BLVD  
SPRINGFIELD, OH 45502

**SCHEDULE F**

KONE ELEVATOR  
ATTN PRESIDENT OR MANAGER AGENT  
11165 KNOTT AVENUE  
SUITE B  
CYPRESS, CA 90630

**SCHEDULE F**

KOPPL PIPELINE SERVICES  
ATTN PRESIDENT OR MANAGER AGENT  
1228 DATE STREET  
MONTEBELLO, CA 90640-6373

**SCHEDULE F**

LEGEND THEATRICAL  
ATTN PRESIDENT OR MANAGER AGENT  
103 E WHISPERING PINES DRIVE  
SCOTTS VALLEY, CA 95066

**SCHEDULE F**

LESTER & CANTRELL LLP  
ATTN PRESIDENT OR MANAGER AGENT  
1700 IOWA AVENUE  
SUITE 200  
RIVERSIDE, CA 92507

**SCHEDULE F**

LITIGATION SUPPORT PROFESSIONAL  
ATTN PRESIDENT OR MANAGER AGENT  
4371 LATHAM ST SUITE 204  
RIVERSIDE, CA 92501

**SCHEDULE F**

LOWES  
ATTN PRESIDENT OR MANAGER AGENT  
PO BOX 530954  
ATLANTA, GA 30353-0954

**SCHEDULE F**

M2 FENCING  
ATTN PRESIDENT OR MANAGER AGENT  
7316 TOLL DR  
ROSEMEAD, CA 91770

**SCHEDULE F**

MACKENZIE ELECTRIC INC  
ATTN PRESIDENT OR MANAGER AGENT  
7933 PALM AVENUE  
HIGHLAND, CA 92346

**SCHEDULE F**

MARC W BERRY  
7546 CERRITO ROJO DRIVE  
RANCHO CUCAMONGA, CA 91730

**SCHEDULE F**

MARIA BRADLEY  
C/O PEACH & WEATHERS  
788 N ARROWHEAD AVENUE  
PO BOX 1467  
SAN BERNARDINO, CA 92402

**SCHEDULE F**

MATICH CORPORATION  
C/O LAW OFFICES OF J PATRICK RAGAN  
1881 S. BUSINESS CENTER DRIVE  
SUITE 7B  
SAN BERNARDINO, CA 92408

**SCHEDULE F**

MCGRAWHILL CONSTRUCTION  
ATTN PRESIDENT OR MANAGER AGENT  
7625 COLLECTION CENTER DR  
CHICAGO, IL 60693-0076

**SCHEDULE F**

MCKENDRY DOOR SALES  
ATTN PRESIDENT OR MANAGER AGENT  
12930 SUNNYSIDE PLACE  
SANTA FE SPRINGS, CA 90670

**SCHEDULE F**

MCNICHOLS CO  
ATTN PRESIDENT OR MANAGER AGENT  
PO BOX 101211  
ATLANTA, GA 30792-1211

**SCHEDULE F**

MISSION REPROGRAPHICS  
ATTN PRESIDENT OR MANAGER AGENT  
PO BOX 52893  
RIVERSIDE, CA 92517

**SCHEDULE F**

MITA OF SO CALIF  
ATTN PRESIDENT OR MANAGER AGENT  
PO BOX 9966  
MORENO VALLEY, CA 92552

**SCHEDULE F**

MURILLOS CLEANING  
ATTN PRESIDENT OR MANAGER AGENT  
26450 OLD ANVIL LN  
MORENO VALLEY, CA 92555

**SCHEDULE F**

NEFF CONSTRUCTION INC  
C/O LEWIS BRISBOIS BISGAARD & SMITH  
221 N. FIGUEROA ST  
SUITE 1200  
LOS ANGELES, CA 90012

**SCHEDULE F**

NEWPORT BEACH - ALLIANT INSURANCE  
SERVICES INC  
ATTN PRESIDENT OR MANAGER AGENT  
701 B ST 6TH FLOOR  
SAN DIEGO, CA 92101

**SCHEDULE F**

NU ACOUSTICS  
ATTN PRESIDENT OR MANAGER AGENT  
3845 STOBBS WAY  
RIVERSIDE, CA 92509

**SCHEDULE F**

OJ INSULATION  
ATTN PRESIDENT OR MANAGER AGENT  
600 S VINCENT AVE  
AZUSA, CA 91702

**SCHEDULE F**

PACIFIC EXTERIORS INC  
ATTN PRESIDENT OR MANAGER AGENT  
13911-B ENTERPRISE DRIVE  
GARDEN GROVE, CA 92843

**SCHEDULE F**

PAUL DESIGN GROUP  
THE PAUL COMPANY LLC  
ATTN PRESIDENT OR MANAGER AGENT  
915 CAMINO DEL MAR  
SUITE 225  
DEL MAR, CA 92014

**ADDITIONAL NOTICE**

**PROOF OF CLAIM ADDRESS FOR**

**THE PAUL COMPANY LLC**

RICHARD F VOLKER  
325 W WASHINGTON ST #2-337  
SAN DIEGO, CA 92013

**SCHEDULE F**

PAULA CAMPBELL AND LUIS RUIZ  
C/O CLARICE J LETIZIA  
4560 AVENIDA PRIVADO  
OCEANSIDE, CA 92057

**SCHEDULE F**

PERFORMANCE SYSTEMS CO  
ATTN PRESIDENT OR MANAGER AGENT  
14059 GARFIELD AVE SUITE B  
PARAMOUNT, CA 90723

**SCHEDULE F**

PERRIS UNION HIGH SCHOOL  
ATTN PRESIDENT OR MANAGER AGENT

**SCHEDULE F**

PETERSON HYDRAULICS INC  
ATTN PRESIDENT OR MANAGER AGENT  
1653 E EL SEGUNDO BLD  
GARDENA, CA 90249

**SCHEDULE F**

PETES ROAD SERVICE INC  
ATTN PRESIDENT OR MANAGER AGENT  
2230 E ORANGETHORPE AVE  
FULLERTON, CA 92831-5329

**SCHEDULE F**

PLIC-SBD GRAND ISLAND  
ATTN PRESIDENT OR MANAGER AGENT  
PO BOX 10372  
DES MOINES, IA 50306-0372

**SCHEDULE F**

POWERPLUS  
ATTN PRESIDENT OR MANAGER AGENT  
1210 N RED GUM STREET  
ANAHEIM, CA 92806

**SCHEDULE F**

PRESTIGE REBAR  
ATTN PRESIDENT OR MANAGER AGENT  
6941 MELVIN DRIVE  
SAN BERNARDINO, CA 92407

**SCHEDULE F**

PROTECTION ONE  
ATTN PRESIDENT OR MANAGER AGENT  
PO BOX 219044  
KANSAS CITY, MO 64121-9044

**SCHEDULE F**

R B SHEET METAL INC  
ATTN PRESIDENT OR MANAGER AGENT  
1893 CAPRI AVENUE #6  
MENTONE, CA 92359

**SCHEDULE F**

ROBERTSONS READY MIX LTD  
C/O LAW OFFICES OF MERVYN Y  
ENCARNACION  
200 S MAIN ST  
SUITE 200  
CORONA, CA 92882

**SCHEDULE F**

ROGERS ANDERSON MALODY & SCOTT  
LLP CPA  
ATTN PRESIDENT OR MANAGER AGENT  
735 E CARNEGIE DRIVE  
SUITE 100  
SAN BERNARDINO, CA 92408

**SCHEDULE F**

RUBIDOUX COMMUNITY SERVICES  
ATTN PRE  
PO BOX 3098  
RUBIDOUX, CA 92519-3098

**SCHEDULE F**

SAFECO INSURANCE COMPANY OF  
AMERICA  
C/O BOOTH MITCHEL & STRANGE  
DAVID L HUGHES ESQ  
GREGORY H SMITH ESQ  
701 S PARKER ST  
SUITE 6500  
ORANGE, CA 92868-4733

**SCHEDULE F**

SAN BERNARDINO CITY UNIFIED  
SCHOOL DISTRICT  
C/O LAW OFFICES OF S HENSLEE SMITH  
1578 N BATAVIA ST  
ORANGE, CA 92867-3507

**SCHEDULE F**

SADDLEBACK CONSTRUCTION SPEC  
ATTN PRESIDENT OR MANAGER AGENT  
1630 E SAINT GERTRUDE PLACE  
SANTA ANA, CA 92705

**SCHEDULE F**

SCOUTLITE CORPORATION  
ATTN JEFF SHANNON, PRESIDENT  
1442 S GAGE ST  
SAN BERNARDINO, CA 92408

**SCHEDULE F**

SERBAN'S SOUND  
ATTN PRESIDENT OR MANAGER AGENT  
312 KENTUCKY STREET  
BAKERSFIELD, CA 93305-4201

**SCHEDULE F**

SHELL  
ATTN PRESIDENT OR MANAGER AGENT  
PO BOX 689010  
DES MOINES, IA 50368-9010

**SCHEDULE F**

SIMS WELDING SUPPLY  
ATTN PRESIDENT OR MANAGER AGENT  
15444 SLOVER AVENUE  
FONTANA, CA 92337

**SCHEUDLE F**

SMALLEY & COMPANY  
ATTN PRESIDENT OR MANAGER AGENT  
PO BOX 910217  
DENVER, CO 80291-0217

**SCHEDULE F**

SMOKEY MOUNTAIN INSURANCE  
COMPANY INC  
ATTN PRESIDENT OR MANAGER AGENT  
33891 MISSION TRAIL  
WILDOMAR, CA 92595-8431

**SCHEDULE F**

SO CAL INDUSTRIES  
ATTN PRESIDENT OR MANAGER AGENT  
163 SIXTH AVE  
CITY OF INDUSTRY, CA 91746

**SCHEDULE F**

SOUTH COAST ROOF  
ATTN PRESIDENT OR MANAGER AGENT  
1132 W BARKLEY AVE  
ORANGE, CA 92868-1213

**SCHEDULE F**

SPARKLETT'S  
ATTN PRESIDENT OR MANAGER AGENT  
PO BO X660579  
DALLAS, TX 75266-0579

**SCHEDULE F**

SUNLAND FIRE PROTECTION  
ATTN PRESIDENT OR MANAGER AGENT  
10120 MC CLEMONT AVE  
TUJUNGA, CA 91402

**SCHEDULE F**

SUPERIOR DOOR SYSTEMS  
ATTN PRESIDENT OR MANAGER AGENT  
8059 WING AVE  
EL CAJON, CA 92020

**SCHEDULE F**

STANLEY SECURITY SYSTEMS  
ATTN PRESIDENT OR MANAGER AGENT  
21803 CACTUS AVE STE A  
MARCH ARB, CA 92518-3022

**SCHEDULE F**

STAPLES BUSINESS ADVANTAGE  
ATTN PRESIDENT OR MANAGER AGENT  
DEPT LA 1368  
PO BOX 83689  
CHICAGO, IL 60696-3689

**SCHEDULE F**

STONE VALLEY MATERIALS  
ATTN PRESIDENT OR MANAGER AGENT  
600 UNIVERSITY ST  
SUITE 2328  
SEATTLE, WA 98101

**SCHEDULE F**

STREAMLINE PAINTING INC  
ATTN PRESIDENT OR MANAGER AGENT  
9726 SUNNYBROOK DRIVE  
MORENO VALLEY, CA 92557

**SCHEDULE F**

THE HARTFORD  
ATTN PRESIDENT OR MANAGER AGENT  
BANKRUPTCY UNIT, T-1-55  
HARTFORD PLAZA  
HARTFORD, CT 06115

**SCHEDULE F**

THYSSENKRUPP ELEVATOR  
ATTN PRESIDENT OR MANAGER AGENT  
ATTN LAURIE - ACCOUNTS RECEIVABLE  
2021 130TH NE  
SUITE A  
BELLEVUE, WA 98005

**SCHEDULE F**

TN SHEET METAL INC  
ATTN PRESIDENT OR MANAGER AGENT  
18385 BANDILER CIRCLE  
FOUNTAIN VALLEY, CA 92708

**SCHEDULE F**

TITUS IMAGING INC  
ATTN PRESIDENT OR MANAGER AGENT  
4355 E AIRPORT DR  
SUITE 106  
ONTARIO, CA 91761

**PROOF OF CLAIM ADDRESS**

TORREY PINES BANK  
ATTN HIL CONTRERAS  
12220 EL CAMINO REAL, SUITE 100  
SAN DIEGO, CA 92130

**SCHEDULE F**

TOTTEN TUBES INC  
ATTN PRESIDENT OR MANAGER AGENT  
500 DANLEE STREET  
AZUSA, CA 91702

**SCHEDULE F**

TRILOGY CONTRACTORS INC  
ATTN PRESIDENT OR MANAGER AGENT  
425 W RIDER  
SUITE C-4  
PERRIS, CA 92571

**SCHEDULE F**

TRUE LINE  
ATTN PRESIDENT OR MANAGER AGENT  
1651 MARKET STREET #B  
CORONA, CA 92880

**SCHEDULE F**

VALENCIA SHEET METAL  
ATTN PRESIDENT OR MANAGER AGENT  
10576 ILEX AVENUE  
PACOIMA, CA 91331

**SCHEDULE F**

UPS - UNITED PARCEL SERVICE  
C/O RECEIVABLE MANAGEMENT SERVICES  
(RMS)  
PO BOX 4396  
TIMONIUM, MD 21094

**SCHEDULE F**

USA SHADE & FABRIC STRUCTURES  
ATTN PRESIDENT OR MANAGER AGENT  
8505 CHANCELLOR ROW  
DALLAS, TX 75347

**SCHEDULE F**

VECTOR RESOURCES ENTERPRISE  
ATTN PRESIDENT OR MANAGER AGENT  
8647 NINTH STREET  
RANCHO CUCAMONGA, CA 91730

**SCHEDULE F**

VERIZON  
ATTN BANKRUPTCY UNIT  
PO BOX 920041  
DALLAS, TX 75392-0041

**SCHEDULE F**

WALL PANEL SYSTEMS INC  
ATTN PRESIDENT OR MANAGER AGENT  
421 BUSINESS CENTER COURT  
REDLANDS, CA 92509

**SCHEDULE F**

WATERPARK CONSTRUCTION INC  
ATTN PRESIDENT OR MANAGER AGENT  
3050 HOLME AVE  
PHILADELPHIA, PA 19136

**SCHEDULE F**

WATERPROOFING EXPERTS INC  
ATTN PRESIDENT OR MANAGER AGENT  
7736 DEERING AVENUE  
CANOGA PARK, CA 91304

**SCHEDULE F**

WATERWORKS INDUSTRIES INC  
ATTN PRESIDENT OR MANAGER AGENT  
930 SHILOH RD, BLDG 38, SUITE D  
WINDSOR, CA 95492

WATERWORKS INDUSTRIES INC  
(PROOF OF CLAIM ADDRESS)  
C/O R DALE GINTER  
DOWNEY BRAND LLP  
621 CAPITOL MALL, 18TH FLOOR  
SACRAMENTO, CA 95814

**SCHEDULE F - ATTORNEY FOR  
WATERWORKS INDUSTRIES, INC.**  
WATERWORKS INDUSTRIES INC  
C/O LAW OFFICE OF ERIC J PHILLIPS  
4115 BLACKHAWK PLAZA CIRCLE  
SUITE 100  
DANVILLE, CA 94506

**SCHEDULE F**

WESCO DISTRIBUTION INC  
C/O POINTDEXTER & DOUTRE  
624 S GRAND AVENUE  
SUITE 2420  
LOS ANGELES, CA 90017

**SCHEDULE F**

WESTMARK PRODUCTS INC  
ATTN PRESIDENT OR MANAGER AGENT  
PO BOX 44040  
TACOMA, WA 98448

**SCHEDULE F**

YOUNGER & ASSOCIATES  
ATTN PRESIDENT OR MANAGER AGENT  
10681 FOOTHILL BLVD SUITE 280  
RANCHO CUCAMONGA, CA 91730

**SCHEDULE F**

ZEP SALES & SERVICE  
ATTN PRESIDENT OR MANAGER AGENT  
FILE 50188  
LOS ANGELES, CA 90074-0188

**SCHEDULE F**

ZIONS FIRST NATIONAL BANK  
ATTN PRESIDENT OR MANAGER AGENT  
1 S MAIN STREET  
SUITE 14TH FLOOR  
SALT LAKE CITY, UT 84133-1109

**SCHEDULE F**

ZIONS FIRST NATIONAL BANK  
ATTN PRESIDENT OR MANAGER AGENT  
NATIONAL REAL ESTATE DEPARTMENT  
PO BOX 26304  
SALT LAKE CITY, UT 84126

**SCHEDULE F**

DAN SAWYER  
73331 PINEVALLEY DRIVE  
THOUSAND PALMS, CA 92276

**ATTORNEY FOR DAN SAWYER**

DAN SAWYER C/O  
D MICHAEL CARUTHERS ESQ  
LAW OFFICES OF D MICHAEL CARUTHERS  
431 SOUTH PALM CANYON DRIVE  
SUITE 204  
PALM SPRINGS, CA 92262

**ATTORNEY FOR TRAVELERS INDEMNITY  
COMPANY OF CT**

HEATHER L HIRSCH ESQ  
SANDRA QUEZADA ESQ  
ATTN PRESIDENT OR MANAGER AGENT  
RE CLAIM #152 CB ELW2255A  
PO BOX 6510  
DIAMOND BAR, CA 91765

**SCHEDULE F**

TRAVELERS INSURANCE  
ATTN ARMIN DELARMENTE  
PO BOX 6510  
DIAMOND BAR, CA 91765-8519

**SCHEDULE F**

MED LEGAL PHOTOCOPY COVINA  
ATTN PRESIDENT OR MANAGER AGENT  
PO BOX 1288  
WEST COVINA, CA 91793

**SCHEDULE F**

ARS LEGAL  
ATTN PRESIDENT OR MANAGER AGENT  
13926 WHITTIER BLVD  
WHITTIER, CA 90605

**SCHEDULE F**

GALLAGHER BASSETT  
ATTN PRESIDENT OR MANAGER AGENT  
RE POLICY #003WK05021  
PO BOX 4040  
SACRAMENTO, CA 95812-4040

**SCHEDULE F**

SPARTA INSURANCE  
ATTN PRESIDENT OR MANAGER AGENT  
185 ASYLUM STREET  
HARTFORD, CT 06103

**SCHEDULE F**

APPALACHIAN UNDERWRITERS  
WORKERS COMP CLAIMS DIVISION  
800 OAK RIDGE TURNPIKE SUITE A-1000  
OAK RIDGE, TN 37830

**PROOF OF CLAIM FILED**

OLD REPUBLIC CONSTRUCTION  
PROGRAM GROUP  
C/O CRFSOLUTIONS  
ATTN PRESIDENT OR MANAGER AGENT  
PO BOX 1389  
SIMI VALLEY, CA 93062

**PROOF OF CLAIM FILED**

OLD REPUBLIC CONSTRUCTION  
INSURANCE AGENCY, INC.  
OLD REPUBLIC CONSTRUCTION PROGRAM  
GROUP  
ATTN TROY GROENEWEG  
225 S LAKE AVE SUITE 900  
PASADENA, CA 91101

**SCHEDULE F**

APPLE VALLEY COMMUNICATIONS INC  
ATTN PRESIDENT OR MANAGER AGENT  
PO BOX 787  
APPLE VALLEY, CA 92307

**PROOF OF CLAIM FILED**

BORRMANN METAL CENTER  
ROBERT PERSSON, PRESIDENT  
110 W OLIVE AVE  
BURBANK, CA 91502

**NOTICE PURPOSES**

CASTON INC  
ATTN PRESIDENT OR MANAGER AGENT  
354 S ALLEN STREET  
SAN BERNARDINO, CA 92408

**ATTORNEYS FOR CASTON, INC.**

RANDALL J PITRE ESQ  
PATRICIA A TEUNISSE  
PITRE & TEUNISSE, INC.  
921 W CIENEGA AVE  
SAN DIMAS, CA 91773-0186

**PROOF OF CLAIM FILED/ATTORNEYS  
FOR BMO HARRIS BANK NA (DINERS  
CLUB NORTH AMERICA)**

BMO HARRIS BANK NA  
C/OBECKET AND LEE LLP  
POB 3001  
MALVERN, PA 19355-0701

**PROOF OF CLAIM FILED**

RDO EQUIPMENT CO  
ATTN D HOVEN  
PO BOX 7160  
FARGO, ND 58106

**PROOF OF CLAIM FILED**

ACE AMERICAN INSURANCE COMPANY  
C/O SAVERIO M ROCCA, ESQ  
ACE GROUP - 436 WALNUT STREET, WA04K  
PHILADELPHIA, CA 19106

**NOTICE PURPOSES**

DEPARTMENT OF INDUSTRIAL RELATIONS  
DIVISION OF LABOR STANDARDS ENFORCEMENT  
[DLSE CASE NO. 44-34032/404]  
ATTN MAX D NORRIS ESQ  
300 OCEANGATE SUITE 850  
LONG BEACH, CA 90802-4339

**NOTICE PURPOSES**

DEPARTMENT OF INDUSTRIAL RELATIONS  
DIVISION OF LABOR STANDARDS ENFORCEMENT  
[DLSE CASE NO. 44-34032/404]  
TONY EGUAVOEN, DEPUTY LABOR COMMISSIONER I  
464 W FOURTH STREET ROOM 348  
SAN BERNARDINO, CA 92401

**PROOF OF CLAIM FILED**

GENUINE PARTS COMPANY  
RAKISHA MOORE, CREDIT ANALYST  
4625 RIVER GREEN PARKWAY  
DULUTH, GA 30096

**SCHEDULE F**

MARKEL INSURANCE COMPANY  
C/O AMERICAN FINANCIAL MANAGEMENT, INC.  
BARRY I ROSEN, PRESIDENT  
3715 VENTURA DRIVE  
ARLINGTON HEIGHTS, IL 60004

**SCHEDULE F**

IMPERIAL SPRINKLER SUPPLY  
ATTN PRESIDENT OR MANAGER AGENT  
ATTN KARLA MORLACCHI, ACCOUNTS RECEIVABLE  
1485 N MANASSERO ST  
ANAHEIM, CA 92807

**SCHEDULE F**

TRI-STATE MATERIALS INC  
ATTN PRESIDENT OR MANAGER AGENT  
PO BOX 555  
NUEVO, CA 92567

RETURNED MAIL

**RETURNED 10/21/13; MOVED, LEFT NO ADDRESS; UNABLE TO FORWARD SCHEDULE F**

REAL GOODS SOLAR INC  
ATTN PRESIDENT OR MANAGER AGENT  
DEPT 2247  
DENVER, CO 80291

**RETURNED 10/2/2013, SEE ADDRESS FOR STEVEN R BANGERTER FROM CA SECRETARY OF STATE SCHEDULE D**

GOTTE ELECTRIC INC  
ATTN PRESIDENT OR MANAGER AGENT  
27525 ENTERPRISE CIRCLE WEST  
SUITE 101-A  
TEMECULA, CA 92590

**RETURNED 10/7/2013, SEE NEW ADDRESS FROM CA SECRETARY OF STATE SCHEDULE D - ADDITIONAL NOTICE FOR GOTTE ELECTRIC INC**

GOTTE ELECTRIC INC  
C/O STEVEN R BANGERTER ESQ  
BANGERTER SHEPPARD PC  
3655 TORRANCE BLVD  
THIRD FLOOR  
TORRANCE, CA 90503

**RETURNED 10/18/2013, UNDELIVERABLE; SEE ADDRESS FOR COUNSEL FOR WATERWORKS INDUSTRIES INC SCHEDULE F**

WATERWORKS INDUSTRIES INC  
ATTN PRESIDENT OR MANAGER AGENT  
8733 LAKEWOOD DRIVE  
SUITE 205  
WINDSOR, CA 95492

**SEE NEW ADDRESS PER POSTAL SERVICE FORWARDING SCHEDULE F**

PROTECTION ONE  
ATTN PRESIDENT OR MANAGER AGENT  
PO BOX 5714  
CAROL STREAM, IL 60197-5714

**SEE UPDATED ADDRESS PER TELEPHONE CALL 10/23/2013 SCHEDULE D - ADDITIONAL NOTICE FOR BERKLEY REGIONAL INSURANCE COMPANY**

BERKLEY REGIONAL INSURANCE COMPANY  
C/O RICHARD W TROPP  
BENCHMARK CONSULTING SERVICES LLC  
2 VENTURE SUITE 200  
IRVINE, CA 92618

**SEE UPDATED SUITE # PER TELEPHONE CALL 11/4/2013 SCHEDULE F**

ZIONS FIRST NATIONAL BANK  
ATTN PRESIDENT OR MANAGER AGENT  
1 S MAIN STREET  
SUITE 700  
SALT LAKE CITY, UT 84133-1109

**LETTERS RECEIVED 11/8/2013 AND  
11/21/2013, WILL NOT ACCEPT SERVICE  
ON BEHALF SPARTA INSURANCE  
COMPANY WHICH WITHDREW TO DO  
BUSINESS IN CA ON 3/23/2009  
SCHEDULE F**

NANCY FLORES, AGENT FOR SERVICE  
RE  
SPARTA INSURANCE  
C/O CT CORPORATION SYSTEM  
818 WEST SEVENTH STREET  
LOS ANGELES, CA 90017

**RETURNED 11/6/2013, UNDELIVERABLE  
SCHEDULE F**

SOUTH WEST INSURANCE GROUP INC  
KURT BARSOTTI  
5500 EAST ATHERTON STREET SUITE 404  
LONG BEACH, CA 90815-4023

**RETURNED 11/7/2013, UNDELIVERABLE  
SCHEDULE F**

SOUTH WEST INSURANCE GROUP INC  
ATTN PRESIDENT OR MANAGER AGENT  
4067 HARDWICK  
LAKEWOOD, CA 90712

**RETURNED 11/6/2013, UNDELIVERABLE  
SCHEDULE F**

SOUTH WEST INSURANCE GROUP INC  
ATTN PRESIDENT OR MANAGER AGENT  
5005 EAST ATHERTON SUITE 404  
LONG BEACH, CA 90815

**RETURNED 11/6/2013, UNDELIVERABLE  
SCHEDULE F**

THE OFFICES OF MONTGOMERY &  
MEYERS PA  
ATTN PRESIDENT OR MANAGER AGENT  
2029 CENTURY PARK EAST #1400  
LOS ANGELES, CA 90067

**RETURNED 11/7/2013, UNDELIVERABLE  
SCHEDULE F**

THE OFFICES OF MONTGOMERY &  
MEYERS PA  
ATTN PRESIDENT OR MANAGER AGENT  
501 W BROADWAY  
SAN DIEGO, CA 92101

**SEE PROOF OF CLAIM ADDRESS  
SCHEDULE F**

UPS - UNITED PARCEL SERVICE  
ATTN BANKRUPTCY UNIT  
PO BOX 894820  
LOS ANGELES, CA 90189-4820

**RETURNED 12/26/2013/ 12/6/2013; SEE  
ADDRESS FROM TELEPHONE CALL  
12/26/2013**

**SCHEDULE F**  
THYSSENKRUPP ELEVATOR  
ATTN PRESIDENT OR MANAGER AGENT  
11040 MAIN STREET  
SUITE 280  
BELLEVUE, WA 98006

**RETURNED 11/18/2013, SEE POSSIBLE NEW  
ADDRESS**

**SCHEDULE F**  
THE HARTFORD  
ATTN PRESIDENT OR MANAGER AGENT  
PO BOX 2907  
HARTFORD, CT 06104-2907

**RETURNED 12/23/2013, SEE POSSIBLE  
NEW ADDRESS FROM THE INTERNET  
SCHEDULE F**

WATERPARK CONSTRUCTION INC  
ATTN PRESIDENT OR MANAGER AGENT  
1950 STREET RAOD #319  
BENSALEM, PA 19020

**RETURNED 12/13/2013, SEE POSSIBLE NEW  
ADDRESS FROM THE INTERNET  
SCHEDULE F**

GRANITE CONSTRUCTION COMPANY  
ATTN PRESIDENT OR MANAGER AGENT  
FILE 73523  
PO BOX 60000  
SAN FRANCISCO, CA 94160-3523

**RETURNED 12/13/2013, SEE POSSIBLE NEW  
ADDRESS FROM THE CA SECRETARY OF  
STATE**

**SCHEDULE F**  
GLOBE TECH INC  
ATTN PRESIDENT OR MANAGER AGENT  
17309 VANOWEN ST  
LAKE BALBOA, CA 91406

**RETURNED 12/19/2013, SEE POSSIBLE  
NEW ADDRESS FROM THE CA  
SECRETARY OF STATE  
SCHEDULE F**

SCOUTLITE CORPORATION  
ATTN PRESIDENT OR MANAGER AGENT  
1091 7TH ST  
UNIT C  
CALIMESA, CA 92320

**RETURNED 12/30/2013, UNDELIVERABLE;  
SEE POSSIBLE NEW ADDRESS FROM THE  
CA SECRETARY OF STATE  
SCHEDULE F**

MCKENDRY DOOR SALES  
ATTN PRESIDENT OR MANAGER AGENT  
16026 CARMENITA ROAD  
CERRITOS, CA 90703

**RETURNED 1/6/2014, 1/27/2014,  
UNDELIVERABLE, FORWARDING  
EXPIRED  
SCHEDULE F**

AETNA  
ATTN PRESIDENT OR MANAGER AGENT  
PO BOX 6040  
ARTESIA, CA 90702

**RETURNED 1/8/2014, AND 1/17/2014, SEE  
NEW ADDRESS  
SCHEDULE F**

STANLEY SECURITY SYSTEMS  
ATTN PRESIDENT OR MANAGER AGENT  
783 PALMYRITA AVENUE  
UNIT E  
RIVERSIDE, CA 92507

**SEE NEW ADDRESS PER LETTER  
RECEIVED 1/13/2014  
SCHEDULE F**

AUTOMATED GATE SERVICES INC  
C/O BEARD HOBBS ATTORNEY AT LAW  
7844 LA MESA BLVD  
LA MESA, CA 91941

**SERVICE FOR U.S. TELEPACIFIC CORP TO  
BE SENT TO ATTORNEY JOHN BOVITZ  
PER EMAIL 1/15/2014  
SCHEDULE F**

TELEPACIFIC COMMUNICATIONS  
ATTN PRESIDENT OR MANAGER AGENT  
515 S FLOWER ST  
47TH FLOOR  
LOS ANGELES, CA 90071-2201

**SEE PROOF OF CLAIM ADDRESS  
SCHEDULE F**

PETERSON HYDRAULICS INC  
ATTN PRESIDENT OR MANAGER AGENT  
1653 E EL SEGUNDO BLD  
GARDENA, CA 90249

**SERVICE FOR U.S. TELEPACIFIC CORP TO  
BE SENT TO ATTORNEY JOHN BOVITZ  
PER EMAIL 1/15/2014  
SCHEDULE F**

U.S. TELEPACIFIC CORP  
OFFICE OF GENERAL COUNSEL  
515 S FLOWER ST  
47TH FLOOR  
LOS ANGELES, CA 90071-2201

**SEE PROOF OF CLAIM ADDRESS  
SCHEDULE F**

APPLE VALLEY COMMUNICATIONS INC  
LARRY CUSACK AGENT FOR SERVICE  
21845 US HIGHWAY 18  
APPLE VALLEY, CA 92307

**SCHEDULE F - ADDITIONAL NOTICE  
FOR APPLE VALLEY  
COMMUNICATIONS INC**

THE OFFICES OF MONTGOMERY &  
MEYERS PA  
ATTN LEGALZOOM.COM, INC., AGENT  
FOR SERVICE OF PROCESS  
100 WEST BROADWAY SUITE 100  
GLENDALE, CA 91210

**SEE PROOF OF CLAIM ADDRESS  
SCHEDULE F**

GE CAPITAL  
GENERAL ELECTRIC CAPITAL  
CORPORATION  
ATTN PRESIDENT OR MANAGER AGENT  
PO BOX 310010273  
PASADENA, CA 91110-0273

**SEE PROOF OF CLAIM ADDRESS  
SCHEDULE F**

FIRST INSURANCE FUNDING CORP  
ATTN PRESIDENT OR MANAGER AGENT  
450 SKOKIE BLVD SUITE 1000  
PO BOX 3306  
NORTHBROOK, IL 60065-3306

**SEE PROOF OF CLAIM ADDRESS  
SCHEDULE F**

DE LAGE LANDEN FINANCIAL SERVICES  
INC  
ATTN PRESIDENT OR MANAGER AGENT  
PO BOX 41602  
PHILADELPHIA, PA 19101-1602

**RETURNED 2/18/2014, UNDELIVERABLE  
ATTORNEY FOR TRAVELERS INDEMNITY  
COMPANY OF CT**

HEATHER L HIRSCH ESQ  
SANDRA QUEZADA ESQ  
ATTN PRESIDENT OR MANAGER AGENT  
RE CLAIM #152 CB ELW2255A  
PO BOX 6610  
DIAMOND BAR, CA 91765

**SEE PROOF OF CLAIM ADDRESS  
SCHEDULE F**

HERITAGE WIND COVERING OF AZ  
ATTN PRESIDENT OR MANAGER AGENT  
17461 APEX CIRCLE #3  
HUNTINGTON BEACH, CA 92647

**LETTER RECEIVED 3/10/2014,  
REQUESTING TO BE TAKEN OFF OF  
THE SERVICE LIST  
SCHEDULE F**

AUTOMATED GATE SERVICES INC  
C/O BEARD HOBBS ATTORNEY AT LAW  
1014 BROADWAY SUITE A  
EL CAJON, CA 92021

**RETURNED 4/9/2014, SEE NEW ADDRESS IN  
WILDOMAR  
SCHEDULE F**

AGUA MANSA INVESTMENT PARTNERS LLC  
ATTN PRESIDENT OR MANAGER AGENT  
5230 WILSON ST  
RIVERSIDE, CA 92509

**ATTORNEY FOR FEDERAL INSURANCE  
COMPANY**

JONATHAN J DUNN ESQ  
ANDREW C HARRIS ESQ  
SEDWICK LLP  
3 PARK PLAZA  
17TH FLOOR  
IRVINE, CA 92614-8540

**4/14/2014, SEE CHANGE OF ADDRESS  
AND PROOF OF CLAIM  
NOTICE FOR DINERS CLUB NORTH  
AMERICA**

BMO FINANCIAL GROUP  
STEPHANIE DEPAOLA-NG ACCOUNT  
MANAGER  
2465 ARGENTIA ROAD  
7TH FLOOR - DINERS CLUB AMU  
MISSISSAUGA, ON L5N 0B4

**LETTER RECEIVED 4/22/2104 REQUESTING  
TO BE REMOVED FROM THE MAILING  
LIST.  
SCHEDULE F**

CDC SMALL BUSINESS FINANCE  
ATTN MARIE LONDON LIQUIDATION  
ASSOCIATE  
1545 RIVER PARK DRIVE  
SUITE 530  
SACRAMENTO, CA 95815

**LETTER RECEIVED 4/22/2104 REQUESTING  
TO BE REMOVED FROM THE MAILING  
LIST.  
SCHEDULE F**

CDC SMALL BUSINESS FINANCE C/O  
WELLS FARGO CORPORATE TRUST  
SERVICES  
ATTN PRESIDENT OR MANAGER AGENT  
420 MONTGOMERY ST  
SAN FRANCISCO, CA 94104

**LETTER RECEIVED 4/22/2104  
REQUESTING TO BE REMOVED FROM  
THE MAILING LIST.  
SCHEDULE F**

CDC SMALL BUSINESS FINANCE C/O  
WELLS FARGO CORPORATE TRUST  
SERVICES  
ATTN PRESIDENT OR MANAGER AGENT  
NW 6441  
PO BOX 1450  
MINNEAPOLIS, MN 55485

**LETTER RECEIVED 4/22/2104 REQUESTING  
TO BE REMOVED FROM THE MAILING  
LIST.  
ATTORNEY FOR CDC SMALL BUSINESS  
FINANCE**

CDC SMALL BUSINESS FINANCE CORP  
TODD E KOBERNICK ESQ  
LAW OFFICES OF TODD E KOBERNICK  
2448 HISTORIC DECATUR ROAD  
SUITE 220  
SAN DIEGO, CA 92106

**NOTICE OF WITHDRAWAL OF REQUEST  
FOR NOTICE RECEIVED JUNE 9, 2014  
(DOCKET 282)  
CLAIM FILED - ATTORNEY FOR REGENTS  
OF UNIVERSITY OF CALIFORNIA**

REGENTS OF UNIVERSITY OF CALIFORNIA  
JOHN P BEVAN SENIOR COUNSEL  
OFFICE OF THE GENERAL COUNSEL  
1111 FRANKLIN STREET  
8TH FLOOR  
OAKLAND, CA 94607-5200

**RETURNED 7/14/2014, SEE NEW  
ADDRESS  
SCHEDULE F**

AIR EXCHANGE CLEAN AIR SPEC  
ATTN PRESIDENT OR MANAGER AGENT  
1185 SAN MATEO AVE  
SAN BRUNO, CA 94066

**LETTER DATED 8/22/2014 REQUESTING  
REMOVAL FROM THE MAILING LIST.  
SCHEDULE F**

REBACK MCANDRES KJAR WARFORD  
ATTN PRESIDENT OR MANAGER AGENT  
1230 ROSECRANS AVENUE  
SUITE 450  
MANHATTAN BEACH, CA 90266

**SEE UPDATED ADDRESS PER EMAIL  
8/27/2014  
ATTORNEY FOR FEDERAL INSURANCE  
COMPANY**

JONATHAN J DUNN ESQ  
ANDREW C HARRIS ESQ  
SEDWICK LLP  
3 PARK PLAZA  
17TH FLOOR  
IRVINE, CA 92614-8540

**SEE NEW ADDRESS PER US POSTAL  
9/2/2014  
SCHEDULE F**

CONTRACTORS COMPLETE SURETY  
ATTN PRESIDENT OR MANAGER AGENT  
5230 WILSON ST  
RIVERSIDE, CA 90509

**SEE NEW ADDRESS PER US POSTAL  
9/2/2014  
SCHEDULE F**

SMOKEY MOUNTAIN INSURANCE  
COMPANY INC  
ATTN PRESIDENT OR MANAGER AGENT  
5230 WILSON ST  
RIVERSIDE, CA 92509

**SEE NEW ADDRESS  
ATTORNEY FOR FEDERAL INSURANCE  
COMPANY**

JONATHAN J DUNN ESQ  
ANDREW C HARRIS ESQ  
SEDWICK LLP  
3 PARK PLAZA  
17TH FLOOR  
IRVINE, CA 92614-8540

**RETURNED 10/12/2014, SEE NEW  
ADDRESS  
SCHEDULE F**

SOUTH COAST ROOF  
ATTN PRESIDENT OR MANAGER AGENT  
PO BOX 7305  
ORANGE, CA 92863-7305

**RETURNED 10/27/2014, SEE NEW ADDRESS  
SCHEDULE F**

ENGINEERED WALL SYSTEMS INC  
ATTN PRESIDENT OR MANAGER AGENT  
5591 WEST LEO PARK ROAD  
WEST JORDAN, UT 84081

**NO LONGER A PARTY PER MELIA AT BBK  
10-28-14 (LV)  
SCHEDULE F**

CITY OF PALM DESERT  
C/O BEST BEST & KRIEGER  
655 W BROADWAY  
15TH FLOOR  
SAN DIEGO, CA 92101