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Proposed Counsel for Debtor-in-Possession
RCR Plumbing and Mechanical, Inc.

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

In re

RCR PLUMBING AND MECHANICAL
INC., a California corporation,

Debtor-in-Possession.

Case No. 6:11-bk-41853 WJ

Chapter 11

**STIPULATION FOR ORDER
AUTHORIZING DEBTOR'S
FURTHER INTERIM USE OF CASH
COLLATERAL (NOVEMBER 1, 2011
– NOVEMBER 22, 2011)**

Date: November 1, 2011

Time: 1:00 p.m.

Ctrm: Courtroom 302

United States Bankruptcy Court

3420 Twelfth Street

Riverside, CA 92501

RCR Plumbing and Mechanical, Inc. (the "Debtor"), the debtor and debtor-in-
possession in the above captioned case (the "Case"), and PNC Bank, National Association
(the "Lender"), through their respective counsel of record, hereby stipulate to the Debtor's
further interim use of cash collateral in connection with the Debtor's Emergency Motion
for Order (1) Authorizing Use of Cash Collateral and (2) Compelling Turnover of Estate



1 Funds (the "Motion"), on the terms and conditions set forth below, and subject to the
2 entry of a Court order granting this stipulation:

3 SECTION 1. Authorization and Conditions to Use of Cash Collateral.

4 1.1 Motion Granted. The Motion is granted on an interim basis pursuant to
5 Rule 4001(b)(2) of the Federal Rules of Bankruptcy Procedure.

6 1.2 Authorization to Use Cash Collateral. Pursuant to the terms and conditions
7 of this Order, Debtor is authorized to use cash collateral (the "Cash Collateral"), as
8 follows:

9 1.2.1 Expiration Date. Debtor is authorized to use Cash Collateral during
10 the period (the "Operative Period") terminating on the earlier of the following dates (the
11 "Expiration Date"): (a) the later of November 22, 2011 or the Further Hearing (defined
12 below); or (b) the Date of Default (as defined herein). The Operative Period may be
13 extended pursuant to consent by Lender in writing or as ordered by the Court.

14 1.2.2 Budget. Debtor is authorized to use Cash Collateral solely to pay the
15 expenses for the period of November 1, 2011 through the Expiration Date set forth on the
16 budget attached hereto as Exhibit A (as amended as provided herein, the "Budget"), to the
17 extent actually incurred by Debtor for its business operations during the Case, and not to
18 exceed the amounts set forth in the Budget by more than ten percent (10%) in the
19 aggregate. The Debtor is further authorized to use Cash Collateral to pay any expenses
20 actually incurred by the Debtor for its business operations during the period of time after
21 the Petition Date¹ through November 1, 2011 (the "Prior Interim Period") that become due
22 and payable during the Operative Period, provided and to the extent such expenses are
23 consistent with the Court-approved cash collateral budget for the Prior Interim Period
24 [Docket No. 24]. The Budget may be amended or extended only by written agreement of
25 Debtor and Lender, or by further order of the Court.

26 1.2.3 Procedure for Use of Cash Collateral. All Cash Collateral, now or

27 _____
28 ¹ Capitalized terms not expressly defined herein shall have the meanings ascribed to them
in the Motion.

1 hereafter in possession of Debtor shall be deposited by Debtor into the Debtor's bank
2 accounts established at Wells Fargo Bank pursuant to the United States Trustee
3 Guidelines (collectively, the "CC Account") and shall be subject to Secured Creditors'²
4 liens (to the same extent, validity, and priority as any duly perfected and unavoidable liens
5 in the Debtor's deposit accounts held by the respective Secured Creditors as of the
6 Petition Date) and the Postpetition Lien (as defined herein) as provided for in Section 2 of
7 this Order. Lender agrees to immediately remit to Debtor any payments it receives from
8 Debtor's customers or vendors on or after the Petition Date, which amounts the Debtor
9 shall immediately deposit into the CC Account. Debtor's authorization to use Cash
10 Collateral in the CC Account is expressly limited by the terms of this Order as may be
11 modified by written agreement between Lender and Debtor, or by further Court order.

12 SECTION 2. Adequate Protection.

13 2.1 Postpetition Liens.

14 2.1.1 Postpetition Lien Granting. Secured Creditors shall have and are
15 each hereby granted by Debtor, effective as of the Petition Date, a "replacement lien"
16 pursuant to sections 361 and 363(e) (a "Postpetition Lien") in all prepetition and
17 postpetition assets whether tangible or intangible, whether by contract or operation of law,
18 and including all profits and proceeds thereof (collectively, the "Collateral") (i) to the
19 extent Debtor holds an interest in such Collateral, and (ii) to the same extent, validity, and
20 priority as any duly perfected and unavoidable liens in such Collateral held by the
21 respective Secured Creditors as of the Petition Date, and only to the extent that any Cash
22 Collateral of the respective Secured Creditors is actually used by the Debtor and the
23 Secured Creditors suffer a diminution in the value of their prepetition Collateral as of the
24 Petition Date. Notwithstanding anything herein to the contrary, the Postpetition Liens
25 granted herein shall not extend to claims or causes of action possessed by the Debtor's

26 _____
27 ² The term "Secured Creditors" shall refer jointly to Lender and the Robert C. Richey
28 Family Trust UAD 1/20/97 (the "Richey Family Trust"), which asserts a lien on certain of
Debtor's assets. By entering into this Stipulation, Lender does not concede to the extent,
validity or priority of the interests asserted by the Richey Family Trust.

1 bankruptcy estate under 11 U.S.C. §§ 544, 545, 547, 548, 549, 553(b), 723(b), or 724(a),
2 or the proceeds therefrom.

3 2.1.2 Postpetition Lien Priority. With the exception of the limited lien(s)
4 proposed to be granted by Debtor in certain unearned insurance premiums and related
5 amounts if authorized by the Court (the “Premium Finance Lien”) pursuant to and as
6 provided in the pending motion for approval of premium financing [Docket No. 52] (the
7 “Premium Finance Motion”), the Postpetition Lien in favor of each of Secured Creditors
8 shall be senior in priority to any and all prepetition and postpetition claims, rights, liens
9 and interests, but subject only to any lien or security interest that is valid, perfected and
10 senior to the respective interests of the Secured Creditors effective as of the Petition Date
11 and not otherwise avoided and preserved under section 551 of the Bankruptcy Code. The
12 respective Postpetition Liens of the Secured Creditors relative to each other shall have the
13 same priority as the prepetition lien to which such Postpetition Lien relates.

14 2.1.3 Postpetition Lien Perfection. This Order constitutes sufficient and
15 conclusive evidence of the granting, attachment, priority, perfection, and validity of the
16 Postpetition Lien, effective as of the date and time of entry of this Order, without any
17 further act required under federal, state, or local law requiring notice, filing, registration,
18 recording, possession or other act to validate or perfect a security interest or lien,
19 including without limitation deposit account control agreements, merchant payment
20 agreements, merchant payment direction letters, cash transport agreements, and such other
21 agreements with any party possessing or asserting an interest in the Collateral (a
22 “Perfection Act”). Notwithstanding the foregoing, if Lender, in its sole discretion, elects
23 to effectuate a Perfection Act, Lender is authorized to perform such act, and if requested
24 by Lender, Debtor is authorized to perform such act to the extent necessary or required,
25 and in such event, the subject filing or recording office or agency is authorized to accept,
26 file, and/or record any document in regard to such act in accordance with applicable law.
27 No defect or failure in connection with an attempt to perform a Perfection Act shall limit,
28 waive, or alter the validity, enforceability, attachment, or perfection of the Postpetition

1 Lien by virtue of entry of this Order.

2 2.2 Letters of Credit Fees. Debtor shall timely pay from Cash Collateral all
3 non-default fees and charges related to any letter of credit issued by Lender and as
4 provided for under the loan documents in the approximate amount of \$49,000 per quarter
5 as such amounts become due and payable. Lender retains any right to seek
6 reimbursement from Debtor for any draws on letters of credit issued by Lender, and
7 Debtor retains any and all rights to oppose the same.

8 2.3 Budget. Debtor shall provide a revised budget to Lender by no later than
9 November 15, 2011, which shall include at a minimum the type and categories of
10 information contained in the Budget (the "Revised Budget"). The Revised Budget shall
11 be prepared in good faith and reflect reasonable and appropriate cost saving measures and
12 Debtor shall make best efforts so that the Revised Budget is in form and substance
13 reasonably acceptable to Lender by November 22, 2011.

14 2.4 Reserved Funds. Pending a final or further interim hearing on the use of
15 Cash Collateral, Debtor is not authorized to use funds aggregating approximately
16 \$613,000 (as of the Petition Date) contained in debtor-in-possession bank accounts at
17 PNC (as authorized by the interim order entered on October 14, 2011 [Docket No. 27])
18 (the "PNC DIP Accounts"). The PNC DIP Accounts shall be blocked accounts subject to
19 further Court order. The PNC DIP Accounts and the funds contained therein shall also be
20 subject to a reservation of all of Lender's and Debtor's respective rights, interests,
21 remedies, and benefits. The establishment of the PNC DIP Accounts is without prejudice
22 to any party's right to seek turnover in the future of the proceeds in the PNC DIP
23 Accounts, nor to any defense to Lender's rights to the funds in the PNC DIP Accounts.

24 SECTION 3. Representations; Covenants; and Waivers.

25 3.1 Reporting. Debtor shall timely provide Lender with: (a) detailed status
26 reports or verbal updates from information readily ascertainable without undue burden on
27 Debtor or Debtor's employees regarding projects, and regarding any progress billing,
28 schedule regarding completion, tasks for completion, estimated completion dates,

1 payment projections, and budget (if one exists) with all such reports or verbal updates
2 provided on November 9, 2011, November 16, 1011 and November 23, 2011 for each
3 preceding week; (b) weekly reports furnished on November 9, 2011, November 16, 1011
4 and November 23, 2011 for each preceding week (i) comparing collections and
5 expenditures to those set forth in the Budget with such information; and (ii) listing all
6 accounts receivable, cash (in detail by account) and inventory and equipment; (c) by
7 November 10, 2011 for the month of October, and by December 10, 2011 for the month
8 of November, the work-in-progress and progress billing report in the form and substance
9 consistent with Debtor's pre-petition practice; (d) reporting in accordance with prepetition
10 procedures as required under the loan documents; and (e) furnish information and
11 reasonable access to and copies of all settlement agreements and other documents (as
12 reasonably requested by Lender) evidencing any liability under insurance policies that
13 would give rise to a potential draw under any letter of credit issued by Lender.

14 3.2 Access to Premises. Upon the reasonable request of Lender, Debtor shall
15 permit Lender or its consultant reasonable access to any premises occupied by Debtor for
16 the purpose of enabling Lender to inspect and audit the Collateral and Debtor's books and
17 records.

18 3.3 Insurance. Debtor shall maintain at all times casualty and loss insurance
19 coverage of the Collateral in compliance with the United States Trustee Guidelines and in
20 an amount reasonably acceptable to Lender to sufficiently cover Lender's interests in the
21 Collateral. Such insurance shall specifically include Lender as a loss payee and additional
22 insured. Lender consents to the relief sought in the Premium Finance Motion and further
23 consents to the use of Cash Collateral to make the payments required by the Premium
24 Finance Motion. Debtor shall deliver proof of such insurance to Lender within 5 calendar
25 days of the entry of an order granting the Premium Finance Motion.

26 3.4 Further Assurances. Debtor is authorized and shall perform all acts and
27 execute and deliver to Lender all agreements, financing statements, instruments and
28 documents as may be reasonably requested by Lender to effectuate the terms of this Order

1 or as contemplated under this Order.

2 SECTION 4. Debtors Waivers, Consents and Releases.

3 4.1 Debtor's Waivers. Solely during the Operative Period, Debtor waives any
4 rights that it may have to (a) use Cash Collateral pursuant to section 363 of the
5 Bankruptcy Code during the Operative Period on terms other than those set forth in this
6 Order, except pursuant to further order of the Court; (b) with the exception of the
7 Premium Finance Lien or other premium financing to which Lender consents, incur
8 financing or indebtedness during the Operative Period from any party other than Lender
9 that includes the granting by Debtor of liens, claims or interests in favor of such other
10 party that are senior or pari passu with the liens, claims and interests in favor of Lender; or
11 (c) object to, contest or seek to reduce any claim or lien in favor of Lender.

12 4.2 [Intentionally Omitted]

13 4.3 Objections to Existing Obligations. Any objection, contest or challenge to
14 the extent, validity, amount or priority of any claim asserted by Lender, obligations in
15 favor of Lender, or lien or interest in favor of Lender, encumbering assets of Debtor, as
16 such claim, obligation, lien or interest existed as of the Petition Date ("Lender Claim
17 Objections"), shall be filed with the Court on or before February 1, 2012, or such later
18 date ordered by the Court for cause (the "Lender Claim Objection Deadline"). If no
19 Lender Claim Objection is timely filed or a Lender Claim Objection is timely filed but
20 denied, the claims of Lender existing as of the Petition Date shall be deemed allowed in
21 full, shall not be subject to any setoff, recoupment, counterclaim, deduction or claim of
22 any kind by Debtor or any other party, and shall not be subject to any further objection or
23 challenge by Debtor or any other party at any time, and the liens and interests in favor of
24 Lender encumbering assets of Debtor shall be deemed legal, valid, perfected, enforceable
25 and unavoidable for all purposes and of first and senior priority (unless otherwise
26 expressly consented to by Lender).

27 SECTION 5. Default; Rights and Remedies; Relief from Stay.

28 5.1 Event of Default. An Event of Default under this Order shall occur upon

1 any of the following events: (a) a breach or failure of Debtor to comply with any term,
2 covenant, representation, warranty or requirement of this Order or any other order of the
3 Court; (b) with the exception of the Premium Finance Lien or other premium financing to
4 which Lender consents, the granting by Debtor in favor of any party other than Lender of
5 a security interest in or lien upon any property of Debtor or Debtor's estate or a claim
6 against Debtor having priority senior or pari passu with the security interests, liens or
7 claims in favor of Lender, except to the extent that such party had a security interest in or
8 lien upon property of Debtor on the Petition Date which had priority senior or pari passu
9 with the security interests, liens or claims of Lender existing on the Petition Date; (c)
10 entry of an order converting this Case to a case under chapter 7 of the Bankruptcy Code;
11 (d) entry of an order appointing a trustee in this Case; (e) entry of an order granting relief
12 in favor of any other party (including lessors and landlords) that includes enabling such
13 party to exercise state law or contractual rights and remedies with respect to certain asset
14 or assets of Debtor that could have a material adverse effect on Debtor, its business and/or
15 other assets; or (f) any stay, reversal, vacating or rescission of the terms of this Order, or
16 any modification of any terms of this Order that is not reasonably acceptable to Lender.

17 5.2 Remedies on Occurrence of Event of Default.

18 5.2.1 Notice of Default. Upon the occurrence of an Event of Default,
19 Lender shall give written notice of default (a "Notice of Default") via email, facsimile or
20 overnight mail to Debtor and its bankruptcy counsel (attn: Evan Smiley at Weiland,
21 Golden, Smiley, Wang Ekvall & Strok, LLP), and Debtor will be provided five (5)
22 business days from receipt of the Notice of Default (the "Cure Period") to cure the
23 default(s) specified in the Notice of Default. The Debtor reserves the right to contest such
24 default and to seek an order of the Court, if so required.

25 5.2.2 Consequences Upon Notice of Default.

26 (a) No Further Use of Cash Collateral. Upon the expiration of the
27 Cure Period without cure (the "Date of Default"), Debtor shall be prohibited from any
28 further use of Cash Collateral without further written consent of Lender or order of the

1 Court; provided, however, no Cure Period shall apply to the requirement under Section
2 2.3 of this Order to provide Lender the Revised Budget by November 15, 2011 and the
3 Date of Default with respect to such failure shall be November 16, 2011.

4 (b) Relief from Automatic Stay. Upon the Date of Default,
5 Lender shall be entitled to seek an expedited hearing on a motion seeking relief from the
6 automatic stay to exercise any and all rights and remedies with respect to its Collateral.

7 5.2.3 Retention of Rights. Notwithstanding the occurrence of a Date of
8 Default or Expiration Date, the Debtor, the Secured Creditors, and other parties in interest
9 shall retain all rights, interests, liens, privileges, claims and protections pursuant to this
10 Order. Notwithstanding the occurrence of a Date of Default or Expiration Date, all of the
11 rights, remedies, benefits and protections in favor of the Debtor, the Secured Creditors,
12 and other parties in interest pursuant to this Order shall survive such date.

13 5.2.4 Limited Relief from Automatic Stay to Effectuate Order. The
14 automatic stay provisions of section 362 of the Bankruptcy Code and any other restriction
15 or injunction imposed by an order of the Court or by law are hereby modified and vacated
16 without further notice, application, motion, hearing, or order of the Court to the extent
17 necessary to permit Lender to perform any act authorized or permitted under this Order.

18 SECTION 6. Other Rights and Matters.

19 6.1 Power to Waive Rights; Duties to Third Parties. Lender shall be able to
20 waive any interest, claim, right, remedy or privilege in its favor (a "Lender Right") and
21 shall have no obligation or duty to any other party with respect to the exercise or
22 enforcement, or failure to exercise or enforce any Lender Right, as applicable. Any
23 waiver by Lender of any Lender Right shall not be or constitute a continuing waiver. A
24 delay in or failure to exercise or enforce any Lender Right shall neither constitute a waiver
25 of such Lender Right, subject Lender to any liability to any other party, nor cause or
26 enable any other party to rely upon or in any way seek to assert as a defense to any
27 obligation owed by Debtor, any obligor or any other person or entity to Lender.

28

1 6.2 Further Hearing. "Further Hearing" shall mean the date of the final or
2 further interim hearing on the Motion before the Court set forth in the Court's order
3 approving this Stipulation.
4

5 Agreed:


6 WEILAND, GOLDEN,
7 SMILEY, WANG EKVALL & STROK, LLP

8 

9 Evan Smiley
10 [Proposed] Counsel for Debtor and Debtor-in-Possession

11 Agreed:

12 BUCHALTER NEMER, a Professional Corporation

13 

14 J. Alexandra Rhim
15 Counsel for PNC Bank, a National Association
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EXHIBIT A

ICR Plumbing & Mechanical
Cash Collateral Forecast

	1	2	3	4	5	6	7	8	9	10	11	12	Total
	10/16/11	10/23/11	10/30/11	11/6/11	11/13/11	11/20/11	11/27/11	12/4/11	12/11/11	12/18/11	12/25/11	1/1/12	
Collection of Petition Date A/R	-	1,288,976	680,148	1,506,731	377,289	1,144,869	511,055	108,822	1,080,224	880,175	880,175	880,175	6,697,214
Collection of Post Petition Billings	-	1,288,976	680,148	1,506,731	377,289	1,144,869	511,055	880,175	880,175	880,175	880,175	750,150	4,270,851
Total Receipts								988,997	1,960,399	880,175	880,175	750,150	10,968,065
Job Labor	(212,504)	(212,504)	(212,504)	(229,743)	(229,743)	(229,743)	(229,743)	(165,499)	(165,499)	(165,499)	(165,499)	(70,638)	(2,228,110)
Job Materials	(784,875)	(784,875)	(784,875)	(526,277)	(526,277)	(526,277)	(526,277)	(394,991)	(394,991)	(394,991)	(394,991)	(167,622)	(5,422,442)
Subcontracting Costs	(49,708)	(49,708)	(49,708)	(53,741)	(53,741)	(53,741)	(53,741)	(38,713)	(38,713)	(38,713)	(38,713)	(16,523)	(535,465)
Warranty Costs	(3,628)	(3,628)	(3,628)	(2,721)	(2,721)	(2,721)	(2,721)	(2,721)	(2,721)	(2,721)	(2,721)	(2,177)	(34,831)
Payroll, Taxes & Benefits - Indirect	(99,230)	(99,230)	(99,230)	(99,230)	(99,230)	(99,230)	(99,230)	(96,288)	(96,288)	(96,288)	(96,288)	(43,367)	(1,123,128)
Insider Compensation, Taxes & Benefits	-	-	-	(31,373)	(7,843)	(7,843)	(7,843)	(9,804)	(9,804)	(9,804)	(9,804)	-	(100,993)
Rent & Occupancy	-	(20,529)	(21,462)	(37,436)	(17,379)	(17,379)	(17,379)	(34,936)	(12,597)	(12,597)	(12,597)	-	(92,900)
Fleet Vehicles - Maintenance	(21,462)	(21,462)	(21,462)	(325,000)	(17,379)	(17,379)	(17,379)	(12,597)	(97,143)	(12,597)	(12,597)	(8,164)	(422,143)
Insurance	(12,695)	(12,695)	(12,695)	(10,294)	(10,294)	(10,294)	(10,294)	(7,415)	(7,415)	(7,415)	(7,415)	(3,956)	(112,879)
Indirect Costs	(3,359)	(3,359)	(3,359)	(3,359)	(3,359)	(3,359)	(3,359)	(3,359)	(3,359)	(3,359)	(3,359)	(2,687)	(39,633)
Office Expense	(3,682)	(3,682)	(3,682)	(3,682)	(3,682)	(3,682)	(3,682)	(3,682)	(3,682)	(3,682)	(3,682)	(2,946)	(43,449)
Travel	-	-	-	-	-	-	-	-	-	-	-	-	-
Bank Fees	-	-	-	-	-	-	-	-	-	-	-	-	-
Legal & Professional - Ordinary Course	-	-	-	-	-	-	-	-	-	-	-	-	-
Utilities	-	-	-	-	-	-	-	-	-	-	-	-	-
Letter of Credit Fees	-	-	-	(15,168)	-	-	-	(14,431)	-	-	-	-	(16,371)
Reimbursable Employee Expenses	-	-	-	(21,000)	-	-	-	(21,000)	-	-	-	-	(63,050)
Other	(8,271)	(15,000)	(8,271)	(7,454)	(7,454)	(7,454)	(7,454)	(2,454)	(2,454)	(2,454)	(2,454)	(6,963)	(76,405)
Operating Disbursements	(414,539)	(1,214,414)	(1,259,674)	(1,347,688)	(961,723)	(961,723)	(961,723)	(781,021)	(834,665)	(737,522)	(788,350)	(334,880)	(10,653,350)
Operating Cash Flows	(414,539)	73,662	(579,526)	159,043	(584,434)	183,146	(486,028)	207,976	1,125,734	142,653	91,826	415,269	334,713
Fleet Assets Sale	-	-	-	-	-	-	-	37,500	-	-	54,500	-	92,000
Fund Control / Preliminary Notice of Right to Lien	-	-	(100,000)	-	-	-	-	-	-	-	(100,000)	-	(200,000)
Investing & Financing	-	-	(100,000)	-	-	-	(62,500)	-	-	-	(45,500)	-	(208,000)
Utility Deposits	-	-	-	-	(22,752)	-	-	-	-	-	-	-	(22,752)
Debtor's Counsel	-	-	-	-	-	-	-	-	-	-	-	-	-
Debtor's Financial Advisor	-	-	-	-	-	-	-	-	-	(12,500)	-	-	(12,500)
KCC	-	-	-	-	-	(15,000)	-	-	-	(5,000)	-	-	(20,000)
Creditors' Committee Counsel	-	-	-	-	-	(10,000)	-	-	-	(10,000)	-	-	(20,000)
US Trustee Fees	-	-	-	-	-	-	-	-	-	-	-	-	-
Reorganization	-	-	-	-	(22,752)	(25,000)	-	-	-	(27,500)	-	-	(75,252)
Net Cash Flows	(414,539)	73,662	(679,526)	159,043	(607,185)	158,146	(548,598)	207,976	1,125,734	115,153	46,326	415,269	51,461
Beginning Cash - Unrestricted	2,584,577	2,170,038	2,243,699	1,564,173	1,723,217	1,116,032	1,274,178	725,580	933,556	2,059,290	2,174,443	2,220,769	2,584,577
Ending Cash - Unrestricted	2,170,038	2,243,699	1,564,173	1,723,217	1,116,032	1,274,178	725,580	933,556	2,059,290	2,174,443	2,220,769	2,636,038	2,636,038

Est. Petition

Date	Est. Petition
Collateral Summary	
Cash - Unrestricted	2,584,577
Cash at PNC Bank - Subject to Turnover	613,000
Accounts Receivable	6,697,214
Inventory	1,221,600
Letters of Credit Outstanding	11,116,391
Equity Cushion %	230%
	246%
	245%
	233%
	233%
	237%
	230%
	227%
	224%
	222%
	219%
	218%

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:

650 Town Center Drive, Suite 950, Costa Mesa, CA 92626

A true and correct copy of the foregoing document described as **STIPULATION FOR ORDER AUTHORIZING DEBTOR'S FURTHER INTERIM USE OF CASH COLLATERAL (NOVEMBER 1, 2011 - NOVEMBER 22, 2011)** will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner indicated below:

I. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING ("NEF") – Pursuant to controlling General Order(s) and Local Bankruptcy Rule(s) ("LBR"), the foregoing document will be served by the court via NEF and hyperlink to the document. On **November 1, 2011**, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following person(s) are on the Electronic Mail Notice List to receive NEF transmission at the email address(es) indicated below:

Kyra E Andrassy kandrassy@wglp.com
Michael J Bujold Michael.J.Bujold@usdoj.gov
Elizabeth A Lossing elizabeth.lossing@usdoj.gov
Robert W Norman rmendizabal@houser-law.com
Keith C Owens kowens@venable.com, bclark@venable.com;jcontreras@venable.com
Thomas J Polis tom@polis-law.com
J Alexandra Rhim arhim@buchalter.com, smartin@buchalter.com
Sarah E Singer ssinger@lorberlaw.com
Evan D Smiley esmiley@wglp.com
United States Trustee (RS) ustpreion16.rs.ecf@usdoj.gov

Service information continued on attached page

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

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

Service information continued on attached page

III. SERVED BY PERSONAL DELIVERY, FACSIMILE TRANSMISSION OR EMAIL (indicate method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on **November 1, 2011**, I served the following person(s) and/or entity(ies) by personal delivery, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on the judge will be completed no later than 24 hours after the document is filed.

By Personal Delivery

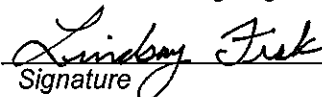
The Honorable Wayne Johnson, U.S. Bankruptcy Courtroom 302, 3420 Twelfth Street, Riverside, CA 92501

Service information continued on attached page

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

11/1/11
Date

Lindsay Fisk
Type Name


Signature