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8 **Proposed Attorneys for Debtor/Debtor in Possession**

9 **UNITED STATES BANKRUPTCY COURT**
10 **CENTRAL DISTRICT OF CALIFORNIA, LOS ANGELES DIVISION**

11 **In re:**

12 **Tri-Star Construction and Restoration Services, Inc.,**

13 **Debtor/Debtor in Possession.**

CASE NO. 2:18- 17-bk-14089-MW

Chapter 11

EMERGENCY MOTION FOR INTERIM AND FINAL ORDER AUTHORIZING DEBTOR AND DEBTOR IN POSSESSION TO USE CASH COLLATERAL UNDER 11 U.S.C. § 363(e); MEMORANDUM OF POINTS AND AUTHORITIES; DECLARATION AND EXHIBITS

Date:

Time:

Ctrm: 5A

411 W. Fourth St.

Santa Ana, CA 92701

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20 **TO THE HONORABLE COURT, THE UNITED STATES TRUSTEE, ALL**
21 **CREDITORS AND INTERESTED PARTIES:**

22 **PLEASE TAKE NOTICE** that Debtor and Debtor in Possession, Tri-Star
23 Construction and Restoration Services, Inc. ("Tri-Star" or "Debtor"), by and through its
24 proposed attorneys, Totaro & Shanahan, hereby makes this Emergency Motion for
25 Interim and Final Orders Authorizing Debtor to Use Cash Collateral pursuant to 11
26 U.S.C. § 363(e) in the form of Debtor's income from all income, revenue, receipts,
27 accounts receivables and profits ("cash collateral") from the operation of Debtor's
28 business, a renovation and construction company, located at 1270 N. La Loma Cir.,

1 Anaheim, CA 92806-1801 (the "Business"). Said cash collateral is pledged as security for
2 a loan with JPMorgan Chase Bank ("Chase"), and several state tax liens by the EED and
3 Debtor seeks authorization to use the cash collateral to pay the immediately necessary
4 and ongoing expenses of maintaining, operating and preserving Debtor's business.

5 The business is a construction and home renovation company. It is necessary that
6 Debtor obtain approval to use the income from the Business in order to pay the ordinary
7 expenses to operate its business. The projected income and expenses for the first three
8 months for which cash collateral would be used are set forth in attached Exhibit 1 and
9 include among other matters monthly rent, auto and truck expenses, wages, payroll taxes,
10 utilities, supplies, advertising, insurance, licenses, and other normal expenses as well as
11 contractor expenses.

12 In addition to the monthly operating expense Debtor intends to continue to pay the
13 normal monthly debt service on the Chase secured loan in the amount of \$1,291.19. See
14 monthly projections submitted as Exhibit 1. A list of the Business accounts receivables
15 which are part of the cash collateral is attached as Exhibit 2. Debtor seeks such authority
16 on an interim and emergency basis until a final hearing and order can be entered.

17 This motion is made on the grounds that this Court has jurisdiction over this core
18 proceeding under 28 U.S. §§ 1334(b), (e) and 157 (a), (b)(2)(A), (b)(2)(M). This Court
19 has the authority to grant the relief requested pursuant to 11 U.S.C. §363(c) and Rule
20 4001(b). This use of Cash Collateral is necessary for the operation of the business and to
21 maintain and preserve the business.

22 Debtor requests that the relief sought herein be granted on an emergency basis
23 because uninterrupted use of cash collateral is essential to survival of Debtor's business.
24 Pursuant to LBR 4001-2(e), the Court is specifically authorized to grant interim relief to
25 prevent immediate and irreparable harm to the estate pending a final hearing.

26 This Motion is based upon this Notice of Motion and Motion, the emergency
27 notice and proof of service to be filed prior to the hearing, the Memorandum of Points

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1 and Authorities in Support thereof, the Declaration of Salvador Gomez, Debtor's
2 principal, the petition and files in Debtor's bankruptcy case, and upon such oral and
3 documentary evidence as may be presented to the Court in support of the Motion.

4 Dated: January 19, 2018

Totaro & Shanahan

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6 By /s/ Michael R. Totaro
7 Michael R. Totaro
8 Proposed Attorneys for Debtor/
9 Debtor in Possession
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MEMORANDUM OF POINTS AND AUTHORITIES

ARGUMENT

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3 The instant bankruptcy case, Case No. 8:18-bk-10006-ES was commenced on
4 January 3, 2018 (the "Petition Date") with Debtor filing a chapter 11 bankruptcy
5 petition. No creditors' committee has been appointed as yet.

6 Debtor is a California Corporation, whose business address is 1270 N. La Loma
7 Cir., Anaheim, CA 92806 where it operates a construction and home renovation
8 company (the "Business"). The sole officer, director and shareholder of Debtor is
9 Salvador Gomez.

10 In January 2015, Debtor obtained an SBA guaranteed business loan in its own
11 name through JPMorgan Chase Bank, NA ("Chase"). A UCC Financing Statement was
12 filed with the Secretary of State in Sacramento, California on February 19, 2015 as
13 Instrument No. 1574512111087 and is secured by all inventory, chattel paper, accounts,
14 equipment and general intangibles, whether acquired now or later, all accessions,
15 additions, replacement and substitution relating to the foregoing. At the time of the
16 Petition Debtor owed \$532,798.06 on the Chase SBA Loan with monthly payments
17 schedule for \$1,291.19.

18 Pursuant to the UCC Financing Statements Chase has a perfected security
19 interest in all assets of Debtor and in particular all revenue, income, receipts, accounts
20 receivables and profits ("Cash Collateral") generated from the Business. In order to
21 continue with its efforts to reorganize through a Chapter 11 Plan, Debtor needs to
22 continue to operate, maintain and preserve the business and to do this will need to use
23 the cash collateral of Chase and the taxing agencies.

24 Debtor grossed \$1,936,327.36 in 2017, \$3,390,377.00 in 2016 and \$3,708,329.00
25 in 2015 as listed on the Statement of Financial Affairs filed with the Petition. Debtor has
26 prepared projected income and expenses for January, February and March, 2018, which
27 projects gross income for January in the amount of \$138,500.00, for February in the
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1 amount of \$147,000.00 and March in the amount of \$151,900.00 with Expenses in the
2 amount of \$125,921.68 for January, \$137,574.75 for February and \$145,334.14 for
3 March, leaving a total ordinary income for the three months after regular expenses
4 including the debt service on the Chase SBA Loan which is projected to be \$28,569.43.
5 See Exhibit 1. After monthly expenses are paid Debtor anticipates an average net
6 monthly income of approximately \$9,500.00. Exhibit 1.

7 Debtor proposes to use the cash collateral to pay the expenses listed in the
8 projections which are based on averages of the income and expenses comparing months
9 and years. Debtor proposes that as to any line item in Exhibit 1, Debtor shall be
10 permitted to exceed the amount in the budget by 20%,¹ without having to obtain
11 separate consent or court approval in any given month.

12 Debtor's only source of funds to operate, maintain and preserve the business, is
13 the Cash Collateral. Without the Cash Collateral Debtor will be unable to continue to
14 operate the business and Debtor's estate will suffer. The use of Cash Collateral to pay
15 the necessary and essential expenses of operations and maintenance is in the best
16 interests of the estate and its creditors in that it will preserve and improve the value of
17 the income stream constituting Cash Collateral and the value of the business for the
18 benefit of Debtor's estate and its creditors.

19 Debtor submits that the use of Cash Collateral for the purposes described herein,
20 provides adequate protection for the interests of Chase and the taxing agencies as
21 Debtor proposes to continue making regular monthly payment on the Chase SBA Loan
22 which Debtor had previously agreed to in the 2015 loan. Debtor will give Chase and the
23 taxing agencies a replacement lien in Debtor's assets, income, revenue, receipts and
24 profits of the business. Further, Debtor requests it be given authority to vary any line
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26 ¹ There are many expenses that are fixed monthly expenses, however given the nature of the
27 business certain expenses or costs may vary more due to the nature of the constructions jobs
28 Debtor is working on at any time, thus Debtor is requesting a higher than normal variance.

1 item in the budget by up to 20% for any month without the having to obtain consent
2 from Chases or further Court approval.

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4 **ARGUMENT**

5 “Cash Collateral” is defined in 11 U.S.C. § 363(b)(1) as cash, negotiable
6 instruments, documents of title, securities, deposit accounts or other cash equivalents in
7 which the estate and an entity other than the estate have an interest and includes the
8 proceeds, products, offsprings or profits of property subject to a security interest as
9 provided in 11 U.S.C. § 522(b), whether existing before or after commencement of the
10 case.

11 Under 11 U.S.C. § 363(c)(2), a Debtor may use cash collateral where: (1) each
12 entity that has an interest in such cash collateral consents, or (2) the court authorizes such
13 use after notice and hearing. See *Freightliner Market development v. Silver Wheel*
14 *Freight*, 823 F.3d 362, 367-368 (9th Cir. 1987). Under 11 U.S.C. sec 363(e), the court
15 may condition the use of property, including cash collateral, as necessary to provide
16 adequate protection of an entity’s interest in such cash collateral. Adequate protection is
17 related to the risk of “decrease in the value of [the secured creditor’s] interest in such
18 property.” See 11 U.S.C. § 361.

19 The general inquiry regarding the use of cash collateral by a Debtor is whether the
20 secured creditor’s interest in the cash collateral is adequately protected against a decrease
21 in the value of such collateral. *In re George Ruggiere Chrysler-Plymouth, Inc.*, 727 F.2d
22 1017, 1019 (11th Cir. 1984). Adequate protection, by its nature, must be determined
23 on a case-by-case basis. *In re Belco, Inc.*, 38 B.R. 525, 527 (Bankr. W.D.Okla. 1984).
24 The issues to be determined are the value of the cash collateral and whether the proposed
25 use of the cash collateral threatens that value. *In re George Ruggiere Chrysler-Plymouht,*
26 *Inc.*, 727 F.2d at 1019. The value of the interest to be protected is the lesser amount of the
27 claim or the net value of the collateral after the costs of collection have been considered.

1 *Id.* at 1020; see also *United Savings Association of Texas v. Timbers of Inwood Forest*
2 *Associates*, 484 U.S. 365 (1988). In *In re O'Connor*, 808 F.2d 1393, 1397 (10th Cir.
3 1987) the court reiterated that the purpose of adequate protection “is to insure the creditor
4 receives what it bargained for prebankruptcy.”

5 If the collateral in which the creditor has a security interest is worth less than the
6 amount owed to the creditor, the debtor in possession or Debtor must only provide
7 adequate compensation to the extent that the value of the collateral is decreasing. *Id.* at
8 369; *In re McCombs Properties VI, Ltd.*, 88 B.R. 261, 266 (Bankr. C.D.Cal. 1988)
9 (recognizing in this post-*Timbers* case that adequate protection must be provided if the
10 value of the collateral is likely to diminish during the time the cash collateral is used.)

11 Attached as Exhibit 1 is the projections for January 2018 through March 2018 as
12 to income and expenses to establish an average of what Debtor proposes to use the cash
13 collateral to pay. As noted, this includes the monthly debt service payment to Chase in
14 the amount of \$1,291.19/month. Debtor also currently has receivables in the amount of
15 \$325,045.77 which is additional security and once collected will be replaced with a lien
16 on new receivables.

17 The proposed use of cash collateral is necessary for Debtor to continue to operate
18 the business and to maintain and preserve the assets of Debtor. Debtor intends to proffer a
19 plan of reorganization that will provide repayment of its obligations over the term of the
20 Plan. Debtor proposes to make monthly postpetition payments to Chase as agreed and to
21 pay ongoing expenses to operate the business using the Cash Collateral of the business.
22 The taxing agencies will be paid through the plan unless other arrangements are made
23 and approved.

24 **EMERGENCY AND INTERIM RELIEF**

25 Debtor seek this relief on an interim and emergency basis in order to permit
26 Debtor to continue to operate the business. Without use of the requested immediate use of
27 cash collateral the business will not survive as the collateral consists of all of Debtor's
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1 income and assets. Such relief is authorized by LBR 4001-2(e) and 9075-1 and is
2 necessary to survival of the business.

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4 **CONCLUSION**

5 Debtor respectfully requests the Court issue an emergency interim order pending a
6 final order authorizing it as Debtor in Possession to immediately use cash collateral as
7 requested herein (See attached Exhibit 1) in regards to operating, maintaining and
8 preserving the business and assets of Debtor. Debtor will make adequate protection
9 payments to Chase in the amount agreed upon by the parties which is \$1,291.19. Debtor
10 will give Chase a replacement lien on its subsequent income, revenue, receipts and
11 profits.

12 Debtor further requests a variance as to any line item in the budget of 20% for any
13 month without the need to obtain consent from Chase and EDD or further Court
14 approval.

15 Dated: January 19, 2018

Totaro & Shanahan

16 By /s/ Michael R. Totaro

17 Michael R. Totaro

18 Proposed Attorneys for Debtor/
19 Debtor in Possession
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DECLARATION OF SALVADOR GOMEZ

I, Salvador Gomez, declare:

1. I am the President, and sole officer and director of Tri-Star Construction and Restoration Services, Inc. ("Tri-Star" or "Debtor") which filed a chapter 11 bankruptcy on January 3, 2018. I have personal knowledge of the following facts and if called as a witness, I could and would testify competently thereto.

2. I am a licensed contractor. Tri-Star is a California Corporation and currently doing business at 1270 N. La Loma Circle, Anaheim, CA 92806-1751 (the "Business"). The business was started in 2011 as a construction company.

3. In January 2015 I obtained an SBA loan/line of credit through JPMorgan Chase Bank, NA ("Chase"). To the best of my knowledge there is currently owed on the SBA Loan about \$532,798.06 with a regular monthly payment of \$1,291.19.

4. Debtor's loan is thus secured by a perfected security interest by Chase in the equipment, inventory, income, receivables, assets and general intangibles of Debtor whether currently owned or later acquired. CWB's security interests in these corporate assets was perfected by the UCC-1 Financing Statement recorded by Chase on February 19, 2015 with the Secretary of State in Sacramento, California on February 19, 2015 as Instrument No. 015745211087.

5. In addition, In 2017 the State of California Employment Development Department, apparently now called California Department of Tax and Fee Administration recorded the following three (3) State Tax liens: October 3, 2017 as Instrument No. 177608997802, October 4, 2017 as Instrument No. 177609285934, and November 7, 2017 as Instrument No. 177615373797. These secured obligations will be treated and paid in the Chapter 11 Plan of Reorganization to be filed by Debtor.

6. After providing the accountant/bookkeeper for Debtor with all relevant documentations, I asked her to prepare projected income and expenses for the first 90 days of the bankruptcy which was filed on January 3, 2018. A true and correct copy of

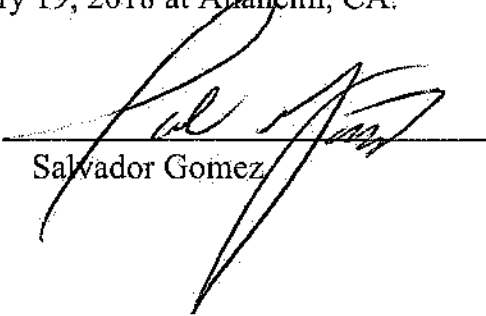
1 the Projections I received from Ms. Ochoa is attached hereto as Exhibit 1 and
2 incorporated herein by reference. This provides for Debtor to continue to pay the regular
3 monthly payment to Chase in the amount of \$1,291.19 on the SBA Loan.

4 7. The items listed on the projections are essentially a budget showing the
5 average monthly expenses of Debtor for which Debtor is seeking court authorization to
6 use the business income and receivables to pay these monthly operating expenses.

7 8. In addition in working with Debtor's accountant/bookkeeper prior to filing
8 the bankruptcy case we reviewed unpaid invoices and prepared a list of receivables for
9 Debtor as of December 28, 2017. A true and correct copy of the Receivables is attached
10 hereto as Exhibit 2 and incorporated herein by reference. Exhibit 2 shows total accounts
11 receivables owed as of December 28, 2017 as \$325,045.77.

12 I declare under penalty of perjury under the laws of the United States that the
13 foregoing is true and correct. Executed on January 19, 2018 at Anaheim, CA.

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Salvador Gomez

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EXHIBIT 1

Tri-Star Construction and Restoration Services, Inc.

Profit Loss

Projected from January 1 through March 31, 2018

	Jan 18	Feb 18	March 18	TOTAL
Ordinary Income/Expense				
Income				
Client Refund	0.00	0.00	0.00	0.00
Construction Income	168,000.00	182,000.00	188,000.00	538,000.00
Project Services	1,000.00	1,000.00	1,000.00	3,000.00
Repairs	2,500.00	2,500.00	2,500.00	7,500.00
Total Income	171,500.00	185,500.00	191,500.00	548,500.00
Cost of Goods Sold				
Construction Materials Costs	33,000.00	38,500.00	39,600.00	111,100.00
Total COGS	33,000.00	38,500.00	39,600.00	111,100.00
Gross Profit	138,500.00	147,000.00	151,900.00	437,400.00
Expense				
Auto and Truck Expenses				
Fuel	6,324.59	6,636.29	3,668.51	16,630.39
Payment	2,368.25	2,368.25	2,368.25	2,368.25
Repairs	38.55	6,893.91	273.26	7,205.72
Toll Road Fees	160.00	0.00	150.00	310.00
Lease Vehicles	2,025.00	2,025.00	2,025.00	2,025.00
Total Auto and Truck Expenses	10,916.39	17,923.45	8,486.02	37,325.86
Bank Service Charges	20.00	20.00	20.00	20.00
Business Licenses and Permits	150.00	0.00	0.00	150.00
Cable	135.96	135.96	135.96	407.88
Contract Labor	7,500.00	8,500.00	9,000.00	25,000.00
Dumping Fees	900.00	1,000.00	1,100.00	3,000.00
Insurance Expense				
Auto	705.02	463.76	297.85	1,466.63
Liability	1,594.21	1,594.21	1,594.21	4,782.63
Medical	2,500.00	2,500.00	2,500.00	7,500.00
Workers Comp	8,946.00	8,946.00	8,946.00	26,838.00
Total Insurance Expense	13,745.23	13,503.97	13,338.06	40,587.26
Interest Expense	1,207.91	1,248.18	1,207.91	3,664.00
Legal Fees	3,000.00	3,000.00	3,000.00	9,000.00
License and Permits	300.00	300.00	300.00	900.00
Line of Credit Payment - Chase	1,291.19	1,291.19	1,291.19	3,873.57
Marketing	500.00	500.00	500.00	1,500.00
Material Reimbursement	750.00	1,200.00	1,300.00	3,250.00
Meals and Entertainment	1,200.00	1,200.00	1,500.00	3,900.00
Office Meeting	150.00	150.00	150.00	450.00
Office Supplies	600.00	625.00	625.00	1,850.00
Payroll Expenses	72,000.00	75,000.00	77,000.00	224,000.00
Postage and Delivery	75.00	75.00	75.00	225.00
Professional Fees	1,000.00	1,000.00	1,000.00	3,000.00
Rent Expense	6,300.00	6,300.00	6,300.00	18,900.00
Software	125.00	125.00	125.00	375.00
Taxes				

	Jan 18	Feb 18	March 18	TOTAL
Registration Fees	75.00	497.00	1,400.00	1,972.00
Taxes - Other	0.00	0.00	13,500.00	13,500.00
Total Taxes	75.00	497.00	14,900.00	15,472.00
Telephone Expense	1,600.00	1,600.00	1,600.00	4,800.00
Testing Fees	600.00	600.00	600.00	1,800.00
Travel Expense	500.00	500.00	500.00	1,500.00
UST Fees	325.00	325.00	325.00	975.00
Uniforms	250.00	250.00	250.00	750.00
Utilities	705.00	705.00	705.00	2,115.00
Total Expense	125,921.68	137,574.75	145,334.14	408,830.57
Net Ordinary Income	12,578.32	9,425.25	6,565.86	28,569.43
Net Income	12,578.32	9,425.25	6,565.86	28,569.43

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EXHIBIT 2

Type	Date	Num	Name	Due Date	Open Balance
Invoice	06/10/2015	14205	Canyon Hills HOA:Vogel Hans	07/10/2015	8,650.00
Invoice	07/16/2015	14306	Canyon Hills HOA:Thys Christopher	08/15/2015	4,900.00
Invoice	07/20/2015	14329	Canyon Hills HOA:Daroca Fabian	08/19/2015	2,100.00
Invoice	07/20/2015	14330	Canyon Hills HOA:Daroca Fabian	08/19/2015	3,800.00
Invoice	07/20/2015	14327	Canyon Hills HOA:Sheehan Jason	08/19/2015	2,700.00
Invoice	09/14/2015	14523	Canyon Hills HOA:Common Area	10/14/2015	3,460.00
Invoice	10/09/2015	14607	Canyon Hills HOA:Davis Noel	11/08/2015	2,200.00
Invoice	10/29/2015	14690	Canyon Hills HOA:Bowen Sr Chris	11/28/2015	3,800.00
Invoice	11/19/2015	14737	Canyon Hills HOA:Yamauchi Christopher	12/19/2015	1,800.00
Invoice	12/01/2015	14756	Canyon Hills HOA:Common Area	12/31/2015	225.00
Invoice	12/03/2015	14784	Canyon Hills HOA:Bowen Sr Chris	01/02/2016	1,400.00
Invoice	12/03/2015	14777	Canyon Hills HOA:Brown Barbara	01/02/2016	1,400.00
Invoice	12/03/2015	14779	Canyon Hills HOA:Brown Derrick	01/02/2016	1,400.00
Invoice	12/03/2015	14775	Canyon Hills HOA:Chu Kelly	01/02/2016	7,735.00
Invoice	12/03/2015	14776	Canyon Hills HOA:Chu Kelly	01/02/2016	10,250.00
Invoice	12/03/2015	14783	Canyon Hills HOA:Foster Barbara	01/02/2016	1,400.00
Invoice	12/03/2015	14787	Canyon Hills HOA:Rod Schram	01/02/2016	1,400.00
Invoice	12/03/2015	14767	Canyon Hills HOA:Roldon Romeo	01/02/2016	1,800.00
Invoice	12/15/2015	14805	Canyon Hills HOA:Tang Huyentran	01/14/2016	511.24
Invoice	01/14/2016	14837	Canyon Hills HOA:Paz Miguel	02/13/2016	3,452.42
Invoice	02/09/2017	16034	Las Flores I Maint HOA:Mens Restroom	03/11/2017	185.00
Invoice	02/24/2017	16507	Woodlyn North:Bloom Todd	03/26/2017	3,455.00
Invoice	03/27/2017	16188	Woodlyn North:Bloom Todd	04/26/2017	2,875.00
Invoice	05/02/2017	16308	The Vineyards:Oviatt Stefanie	06/01/2017	625.00
Invoice	05/18/2017	16352	Dana Point Yacht Club	06/17/2017	882.67
Invoice	05/31/2017	16406	Los Verdes:Doughty Stephen	06/30/2017	2,000.00
Invoice	07/31/2017	16573	Dana Point Yacht Club	08/30/2017	0.11
Invoice	07/31/2017	16578	The Orchards HOA:De Fazio Dolores	08/30/2017	725.00
Invoice	08/15/2017	16692	Los Portillos Maintenance Corporation:Woodson Christopher	09/14/2017	2,625.00
Invoice	08/23/2017	16655	CCGOA, INC:Boyer Stephen	09/22/2017	475.00
Invoice	09/05/2017	16704	Village Niguel Terrace:Joslin Jennifer	10/05/2017	2,480.00
Invoice	09/18/2017	16756	Warmington Residential California:Balandin Alexander	10/18/2017	2,875.00
Invoice	09/18/2017	16755	Warmington Residential California:Mattes Gerald	10/18/2017	950.00
Invoice	10/06/2017	16804	Bayview Terrace HOA:Lee Y James	11/05/2017	435.00
Invoice	10/06/2017	16802	Laurelwood HOA:Community Park	11/05/2017	1,025.00
Invoice	10/09/2017	16810	Village Niguel Terrace:Hollywood Mariys	11/08/2017	11,885.00
Invoice	10/13/2017	16831	Warmington Residential California:Obrien Mark	11/12/2017	1,865.00
Invoice	10/13/2017	16832	Warmington Residential California:Obrien Mark	11/12/2017	3,265.00
Invoice	10/24/2017	16871	Lee Eddie	10/24/2017	2,200.00
Invoice	10/26/2017	16874	Village Niguel Terrace:Ferrari Peter	11/25/2017	4,625.00
Invoice	10/27/2017	16875	Glennwood Park HOA:Carmody Christopher	11/26/2017	1,075.00
Invoice	10/30/2017	16878	Village Niguel Terrace:Colbeck Teryl	11/29/2017	1,955.22
Invoice	10/31/2017	16894	Breakers at Bear Brand:Community Pool	11/30/2017	550.00
Invoice	11/03/2017	16915	Lang Ken	11/03/2017	2,212.56
Invoice	11/08/2017	16937	Armstrong Ranch:Nguyen Residence	12/08/2017	4,125.00

Tri-Star Construction and Restoration Services, Inc.
A/R Aging Detail
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 As of December 28, 2017

Invoice	11/08/2017	16930	Glenwood Park HOA:Flynn Gary	12/08/2017	365.00
Invoice	11/08/2017	16931	Glenwood Park HOA:Flynn Gary	12/08/2017	425.00
Invoice	11/08/2017	16934	Village Niguel Terrace:Jimenez Ashley	12/08/2017	1,465.00
Invoice	11/08/2017	16935	Village Niguel Terrace:Jimenez Ashley	12/08/2017	1,225.00
Invoice	11/08/2017	16936	Village Niguel Terrace:Jimenez Ashley	12/08/2017	460.00
Invoice	11/16/2017	16953	Warmington Residential California:647 & 679 Mountain House	12/16/2017	1,800.00
Invoice	11/16/2017	16951	Warmington Residential California:Beck Jamei	12/16/2017	3,200.00
Invoice	11/16/2017	16952	Warmington Residential California:Hill Theodore	12/16/2017	8,680.00
Invoice	11/27/2017	16976	Nobles Paige	11/27/2017	3,938.49
Invoice	11/28/2017	16983	Perez Irene	11/28/2017	33,434.92
Invoice	12/01/2017	16995	Berguist Craig	12/01/2017	58,645.62
Invoice	12/01/2017	16988	Warmington Residential California:Canopy Garage Cleaning	12/31/2017	1,220.00
Invoice	12/01/2017	16989	Warmington Residential California:Opus Model Conversion	12/31/2017	1,040.00
Invoice	12/04/2017	17007	Surfside HOA:North Clubhouse	01/03/2018	225.00
Invoice	12/05/2017	17009	Warmington Residential California:44 Vasto Street	01/04/2018	9,680.00
Invoice	12/05/2017	17010	Warmington Residential California:44 Vasto Street	01/04/2018	3,165.00
Invoice	12/06/2017	17023	Breakers at Bear Brand:Moeller Sheley	01/05/2018	550.00
Invoice	12/06/2017	17015	The Vineyards:Building 10 & 20	01/05/2018	5,280.00
Invoice	12/07/2017	17020	Capistrano Royale:26572 Buckingham Dr.	01/06/2018	1,988.00
Invoice	12/07/2017	17021	Six HOA: 120 23rd St. Unit A	01/06/2018	3,900.00
Invoice	12/07/2017	17024	Warmington Residential California:Kim Daesu	01/06/2018	550.00
Invoice	12/07/2017	17027	Warmington Residential California:Magtoto Laureano	01/06/2018	380.00
Invoice	12/07/2017	17025	Warmington Residential California:Shaia Gregory	01/06/2018	1,320.00
Invoice	12/07/2017	17026	Warmington Residential California:Weaver Nicholas	01/06/2018	1,680.00
Invoice	12/08/2017	17019	Warmington Residential California:Hough Michelle	01/07/2018	380.00
Invoice	12/11/2017	17031	CCGOA, INC:Schmidt Mark	01/10/2018	485.00
Invoice	12/11/2017	17032	Glenwood Park HOA:Ozdere Anet	01/10/2018	625.00
Invoice	12/13/2017	17038	Cypress Village HOA:Main Clubhouse	01/12/2018	3,800.00
Invoice	12/18/2017	17047	Chambray:Barros Marcelo	01/17/2018	1,071.50
Invoice	12/18/2017	17045	Chambray:Seeman David	01/17/2018	2,145.00
Invoice	12/18/2017	17042	Glenwood Park HOA:Blagojevic Milos	01/17/2018	325.00
Invoice	12/18/2017	17053	South Coast Villas:Community Wide	01/17/2018	1,350.00
Invoice	12/18/2017	17060	South Coast Villas:Ferrer Ruth	01/17/2018	2,880.00
Invoice	12/18/2017	17059	South Coast Villas:Mailbox 253	01/17/2018	985.00
Invoice	12/18/2017	17043	Village Niguel Terrace:Aiza Jessica	01/17/2018	1,262.99
Invoice	12/18/2017	17044	Village Niguel Terrace:Aiza Jessica	01/17/2018	1,391.03
Invoice	12/18/2017	17050	Warmington Residential California:Charles Gregory	01/17/2018	525.00
Invoice	12/18/2017	17057	Warmington Residential California:Harnett Patrick	01/17/2018	385.00
Invoice	12/18/2017	17046	Warmington Residential California:John Jing Xuiknan	01/17/2018	625.00
Invoice	12/18/2017	17049	Warmington Residential California:Kim Daesu	01/17/2018	425.00
Invoice	12/18/2017	17054	Warmington Residential California:Martinez Jose Alfredo	01/17/2018	385.00
Invoice	12/18/2017	17056	Warmington Residential California:Mussenden Brian	01/17/2018	385.00
Invoice	12/18/2017	17055	Warmington Residential California:Nguyen Bach	01/17/2018	385.00
Invoice	12/18/2017	17048	Warmington Residential California:Obrien Mark	01/17/2018	625.00
Invoice	12/18/2017	17052	Warmington Residential California:Segal Glen	01/17/2018	725.00
Invoice	12/18/2017	17058	Warmington Residential California:Wilkes Dana	01/17/2018	385.00
Invoice	12/18/2017	17051	Warmington Residential California:Yajnik Evelyn	01/17/2018	725.00

A/R Aging Detail
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As of December 28, 2017

Invoice	12/19/2017	17073	Glenwood Park HOA:One Hundred Sixty -Eight (168)	01/18/2018	19,000.00
Invoice	12/19/2017	17061	South Coast Villas:Perez Fermin.	01/18/2018	765.00
Invoice	12/20/2017	17064	Gateway Americana HOA:Fraser Tract	01/19/2018	475.00
Invoice	12/20/2017	17062	South Coast Villas:Building 10	01/19/2018	1,200.00
Invoice	12/20/2017	17063	South Coast Villas:Building 10	01/19/2018	1,353.00
Invoice	12/20/2017	17066	The Orchards HOA:Collier R. Kathleen.	01/19/2018	1,800.00
Invoice	12/20/2017	17067	The Orchards HOA:Collier R. Kathleen	01/19/2018	3,609.00
Invoice	12/20/2017	17065	The Orchards HOA:Hollander Ione	01/19/2018	825.00
Invoice	12/22/2017	17068	Gateway Americana HOA:4012 E. Longbranch Dr.	01/21/2018	2,712.00
Invoice	12/26/2017	17072	Village Niguel Terrace:Herrera Luis	01/25/2018	625.00
Invoice	12/26/2017	17070	Village Niguel Terrace:Jimenez Ashley	01/25/2018	625.00
Invoice	12/26/2017	17071	Village Niguel Terrace:McClellan Elyse	01/25/2018	625.00
Invoice	12/26/2017	17069	Village Niguel Terrace:Sinang Silver	01/25/2018	1,275.00
Invoice	12/27/2017	17075	Capistrano Royale:Community Tennis Courts	01/26/2018	325.00
Invoice	12/27/2017	17074	Laguna Audubon Vista:Perez Ofelia	01/26/2018	3,185.00
					325,045.77

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: P.O. 789, Pacific Palisades, CA 90272

D

A true and correct copy of the foregoing document entitled (*specify*): **“EMERGENCY MOTION FOR INTERIM AND FINAL ORDER AUTHORIZING DEBTOR AND DEBTOR IN POSSESSION TO USE CASH COLLATERAL UNDER 11 U.S.C. § 363(e); MEMORANDUM OF POINTS AND AUTHORITIES; DECLARATION AND EXHIBITS”** 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*) January 19, 2018 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:

- Michael J Hauser michael.hauser@usdoj.gov
- Michael R Totaro Ocbkatty@aol.com
- United States Trustee (SA) ustpreion16.sa.ecf@usdoj.gov

Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On (*date*) January 19, 2018, 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.

Hon. Erithe A. Smith, United States Bankruptcy Judge, 411 W. Fourth St., Ctrm 5A, Santa Ana, CA 92701

Salvador Gomez, Tri-Star Construction and Restoration Services, Inc., 1270 N. La Loma Circle, Anaheim, CA 92806-1801

JP Morgan Chase Bank, NA, Atten. Officer, Director, Gen Agent, PO Box 33035, Louisville, KY 40232-3035

JP Morgan Chase Bank, NA, Business Banking. Attn. Officer Director, Gen Agent, 700 North Pearl St., Floor 15, Dallas, TX 75201-7424

CA Dept. Tax and Administration. Special Opps Mic 55, P.O. Box 942879, Sacramento, CA 94279

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*) _____, 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.

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.

1/19/2018

Michael R. Totaro

/s/ Michael R. Totaro

Date

Printed Name

Signature