

Christopher R. Kaup, State Bar No. 014820  
Justin P. Nelson, State Bar No.



Seventh Floor, Camelback Esplanade II  
2525 East Camelback Road  
Phoenix, Arizona 85016  
Telephone: (602) 255-6000  
Facsimile: (602) 255-0103  
Email: [crk@tblaw.com](mailto:crk@tblaw.com); [jpn@tblaw.com](mailto:jpn@tblaw.com)  
*Attorneys for the JRS Group*

**UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF ARIZONA**

In re:

**ON SITE TEMP HOUSING  
CORPORATION,**

**Debtor.**

**Chapter 11**

**Case No. 2:16-BK-10790-PS**

**THE JRS GROUP'S  
DISCLOSURE STATEMENT**

The JRS Group<sup>1</sup>, secured creditors and unsecured creditors in the above-captioned bankruptcy case, has prepared this Disclosure Statement to assist with the solicitation of acceptances of its *Chapter 11 Plan of Reorganization* (the "Plan").

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<sup>1</sup> The "JRS Group" consists of JRS Funding, L.L.C., James Riley, Joseph Zerbib and Diane Zerbib, Michael Zerbib and Michelle Zerbib, David Riley, Richard T. Lommen as Trustee of the Richard T. Lommen Jr. 2004 Revocable Trust, Scott A. Gould, Gould Investments, L.L.C., L Lindell, LLC, Katherine McClerkin, 3 Dog Lending, LLC, RK Lending, LLC and Empire J. Investments, LLC.

**List of Exhibits**

1. Exhibit "1" Chapter 11 Plan of Reorganization
2. Exhibit "2" Financial Projections
3. Exhibit "3" Liquidation Analysis
4. Exhibit "4" Detailed List of Transactions
5. Exhibit "5" Motion to Appoint Chapter 11 Trustee (Dkt. 95), without exhibits.
6. Exhibit "6" Chart of Trailer Valuation
7. Exhibit "7" Email from Chris Kaup to Hal Campbell and John Yohe, dated March 2, 2017 re Claims and Causes of Action against Mr. Blaicher and Mr. Kaebisch for fraud, conversion, and breach of fiduciary duty.
8. Exhibit "8" Email from Chris Kaup to Hal Campbell and John Yohe dated July 1, 2017 re Claims and Causes of Action against Mr. Blaicher and Mr. Kaebisch for fraud, conversion, and breach of fiduciary duty.
9. Exhibit "9" Debtor's Demand Letters to Kaebisch, Blaicher and RPOD re Violations of BK Code

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The JRS Group (“JRS”)<sup>2</sup> is the proponent of this Chapter 11 Plan of Reorganization (the “Plan”), which is attached to this Disclosure Statement as **Exhibit “1”**. The Plan sets forth the manner in which the Claims against the Debtor will be treated following its emergence from Chapter 11. This Disclosure Statement describes certain aspects of the Plan, Debtor’s current and future income, expenses and the proposed reorganization of the Debtor, and other related matters.

The Bankruptcy Court approved this Disclosure Statement on \_\_\_\_\_ as containing information of a kind, and in sufficient detail, adequate to enable a hypothetical, reasonable investor typical of each of the classes of claims and interests being solicited to make an informed judgment whether to vote to accept or reject the Plan.

A Hearing on Confirmation of the Plan will be held before the Honorable Judge Paul Sala, United States Bankruptcy Judge, commencing at \_\_\_\_\_ in Courtroom No. 601 at the United States Bankruptcy Court, United States Bankruptcy Court, located at 230 n. 1<sup>st</sup>

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1 Ave., Courtroom 601, Phoenix, Arizona, 85003. The Hearing may be continued from time to  
2 time without further written notice.

3 **ARTICLE III - (GENERAL DISCLAIMERS AND WARNINGS)**

4 AS NOTED ABOVE, THIS DISCLOSURE STATEMENT HAS BEEN  
5 PROMULGATED BY JRS IN AN EFFORT TO SOLICIT CREDITORS AND EQUITY  
6 INTEREST HOLDERS TO VOTE TO ACCEPT THE PLAN. THE SOLICITATION IS A  
7 SOLICITATION BY JRS ONLY. IT IS NOT A SOLICITATION BY THE ATTORNEYS OR  
8 ACCOUNTANTS FOR JRS AND THE REPRESENTATIONS MADE HEREIN ARE ONLY  
9 THOSE OF JRS AND NOT OF ITS ATTORNEYS OR ACCOUNTANTS.

10 THE BANKRUPTCY COURT'S APPROVAL OF THIS DISCLOSURE STATEMENT  
11 CONSTITUTES NEITHER A CERTIFICATION THAT THE FACTUAL INFORMATION  
12 CONTAINED IN THIS DISCLOSURE STATEMENT IS ACCURATE NOR AN  
13 ENDORSEMENT OF THE PLAN.  
14

15 THIS DISCLOSURE STATEMENT IS NOT THE PLAN. THIS DISCLOSURE  
16 STATEMENT AND THE COMPLETE COPY OF THE PLAN, WHICH IS ATTACHED,  
17 SHOULD BOTH BE READ IN THEIR ENTIRETY. FOR THE CONVENIENCE OF  
18 CREDITORS AND EQUITY INTEREST HOLDERS, THE PLAN IS SUMMARIZED IN THIS  
19 DISCLOSURE STATEMENT, BUT THE PLAN ITSELF AND NOT THE PLAN SUMMARY  
20 IS CONTROLLING IN THE EVENT OF ANY INCONSISTENCY BETWEEN THE TWO.

21 UNLESS ANOTHER TIME IS EXPRESSLY SPECIFIED IN THIS DISCLOSURE  
22 STATEMENT, ALL STATEMENTS CONTAINED IN THIS DOCUMENT ARE MADE AS  
23 OF SEPTEMBER 5, 2017. UNDER NO CIRCUMSTANCES WILL THE DELIVERY OF  
24 THIS DISCLOSURE STATEMENT OR THE EXCHANGE OF ANY RIGHTS MADE IN  
25 CONNECTION WITH THE PLAN CREATE AN IMPLICATION OR REPRESENTATION  
26

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1 THAT THERE HAS BEEN NO SUBSEQUENT CHANGE IN THE INFORMATION  
2 INCLUDED IN THIS DOCUMENT. JRS ASSUMES NO DUTY TO UPDATE OR  
3 SUPPLEMENT ANY OF THE INFORMATION CONTAINED IN THIS DOCUMENT, AND  
4 THEY PRESENTLY DO NOT INTEND TO UNDERTAKE ANY SUCH UPDATES OR  
5 SUPPLEMENTS.

6 MOST OF THE INFORMATION ABOUT THE DEBTOR, ITS INCOME AND  
7 EXPENSES, ITS ASSETS, THE VALUE OF THAT PROPERTY, THE CREDITORS IN THIS  
8 CASE, THE AMOUNT OF THEIR DEBTS, COLLATERAL FOR THOSE OBLIGATIONS  
9 AND OTHER MATTERS ARE DRAWN FROM DOCUMENTS PREPARED AND FILED  
10 BY THE DEBTOR. IN ADDITION, CERTAIN MATERIALS CONTAINED IN THIS  
11 DISCLOSURE STATEMENT ARE TAKEN DIRECTLY FROM OTHER, READILY  
12 ACCESSIBLE DOCUMENTS OR ARE DIGESTS OF DOCUMENTS. WHILE EFFORTS  
13 HAVE BEEN MADE TO CONVEY ACCURATELY THE CONTENTS OF SUCH  
14 DOCUMENTS, YOU ARE URGED TO EXAMINE THE DOCUMENTS THEMSELVES  
15 AND TO USE THE DESCRIPTIONS OF DOCUMENTS CONTAINED IN THIS  
16 DISCLOSURE STATEMENT ONLY AFTER HAVING CONDUCTED SUCH AN  
17 EXAMINATION.

18  
19 NO REPRESENTATIONS OR ASSURANCES CONCERNING THE DEBTOR,  
20 INCLUDING, WITHOUT LIMITATION, ITS FUTURE OPERATIONS, THE VALUE OF ITS  
21 PROPERTIES, OR ITS INCOME AND EXPENSES AND ABILITY TO PAY ITS DEBTS  
22 ARE AUTHORIZED BY JRS OTHER THAN AS SET FORTH IN THIS DISCLOSURE  
23 STATEMENT. IN ARRIVING AT YOUR DECISION TO ACCEPT OR REJECT THE PLAN,  
24 YOU SHOULD NOT RELY UPON ANY REPRESENTATIONS OR INDUCEMENT MADE  
25

1 TO SECURE YOUR ACCEPTANCE OF THE PLAN OTHER THAN THOSE CONTAINED  
2 IN THIS DISCLOSURE STATEMENT. SUCH ADDITIONAL REPRESENTATIONS OR  
3 INDUCEMENTS SHOULD BE REPORTED TO COUNSEL FOR JRS, WHO, IN TURN,  
4 SHALL DELIVER SUCH INFORMATION TO THE COURT FOR SUCH ACTION AS MAY  
5 BE APPROPRIATE.

6 THE FINANCIAL INFORMATION CONTAINED IN THIS DISCLOSURE  
7 STATEMENT HAS NOT BEEN SUBJECTED TO AN EXAMINATION BY INDEPENDENT,  
8 CERTIFIED PUBLIC ACCOUNTANTS. AS TO ALL FINANCIAL INFORMATION, JRS IS  
9 UNABLE TO WARRANT OR REPRESENT THE ACCURACY OF THE INFORMATION  
10 CONTAINED IN THOSE STATEMENTS TO BE WITHOUT ERROR.

11 THE LIQUIDATION ANALYSIS CONTAINED IN THIS DISCLOSURE  
12 STATEMENT ATTACHED AS EXHIBIT "3" WAS NEITHER COMPILED BY  
13 INDEPENDENT, CERTIFIED PUBLIC ACCOUNTANTS NOR SUBJECTED TO AN AUDIT  
14 OR EXAMINATION BY INDEPENDENT, CERTIFIED PUBLIC ACCOUNTANTS.

15 ALL CREDITORS ARE ALSO URGED TO CONSULT COUNSEL REGARDING  
16 TAX CONSEQUENCES OF THE PLAN.

17 JRS IS NOT AWARE OF ANY FEDERAL TAX CONSEQUENCES OF THE PLAN  
18 TO THE CREDITORS, DEBTOR AND THE REORGANIZED DEBTOR TYPICAL OF THE  
19 HOLDERS OF CLAIMS OR INTERESTS IN THIS CASE. AS A RESULT, JRS DOES NOT  
20 EXPRESS ANY OPINION AS TO THE TAX CONSEQUENCES OF THE PLAN AND IN NO  
21 EVENT WILL JRS, ITS PRINCIPALS, REPRESENTATIVES, OR THE PROFESSIONAL  
22 ADVISORS IT HAS ENGAGED, BE LIABLE IF, FOR ANY REASON, THE TAX  
23 CONSEQUENCES OF THE PLAN ARE NOT AS ANTICIPATED BY CREDITORS AND  
24  
25  
26



1 THE DEBTOR. CREDITORS AND THE DEBTOR MUST LOOK SOLELY TO AND RELY  
2 SOLELY UPON THEIR OWN ADVISORS AS TO THE TAX CONSEQUENCES OF THE  
3 PLAN.

4 **IF YOU ARE ENTITLED TO VOTE ON THE PLAN, YOU SHOULD DO SO.**

5 UNDER THE CODE, DETERMINING THE OUTCOME OF BALLOTING ON THE PLAN  
6 REQUIRES A CALCULATION WHICH CONSIDERS THE VOTES OF THOSE  
7 CREDITORS AND EQUITY HOLDERS WHO ACTUALLY VOTED ON THE PLAN.  
8 YOUR RIGHTS MAY BE AFFECTED EVEN IF YOU DO NOT VOTE ON THE PLAN.  
9 YOUR OPPORTUNITY TO HAVE THE OUTCOME YOU DESIRE WILL LIKELY BE  
10 ENHANCED IF YOU VOTE.

11  
12 NOTHING IN THIS DISCLOSURE STATEMENT OR THE PLAN LIMITS  
13 DEBTOR'S OR JRS'S RIGHT TO OBJECT TO ANY PROOFS OF CLAIM OR INTERESTS  
14 FILED IN THIS CASE.

15 **ARTICLE IV - (DEADLINE FOR RECEIPT OF BALLOTS)**

16 INSTRUCTIONS AND EXPLANATIONS CONCERNING VOTING ON THE  
17 ACCOMPANYING CHAPTER 11 PLAN OF REORGANIZATION ARE SET FORTH IN  
18 SUBSEQUENT SECTIONS OF THIS DISCLOSURE STATEMENT. PLEASE REVIEW  
19 THOSE SECTIONS CAREFULLY AND NOTE THAT **ALL BALLOTS MUST BE**  
20 **RECEIVED BY \_\_\_\_\_, OR THEY MAY NOT BE COUNTED.** AS DELAYS  
21 IN THE DELIVERY OF MAIL CAN OCCUR, JRS URGES YOU TO MAIL OR DELIVER  
22 YOUR BALLOTS AS DIRECTED WELL IN ADVANCE OF THE AFOREMENTIONED  
23 DEADLINE.

24 VOTING ON THE CHAPTER 11 PLAN WILL AFFECT YOUR RIGHTS AND THE  
25 EXPENSES INCURRED TO ADMINISTER THIS CASE. IN PARTICULAR, THE DEBTOR  
26

1 MAY BE ABLE TO REDUCE THE ADDITIONAL ATTORNEYS' FEES AND COSTS  
2 THAT MIGHT BE INCURRED TO OBTAIN CONFIRMATION OF ITS PLAN IF THE PLAN  
3 IS ACCEPTED BY ALL CLASSES OF CLAIMS AND INTERESTS CREATED BY THE  
4 PLAN. JRS REQUESTS, THEREFORE, THAT YOU VOTE TO **ACCEPT** THE PLAN IF  
5 YOU ARE ENTITLED TO VOTE AND THAT YOU TAKE STEPS TO ENSURE THAT  
6 YOUR BALLOT IS RECEIVED IN TIME TO BE COUNTED.

7 **ARTICLE V - (CASTING BALLOTS)**

8 **A. WHO MAY VOTE TO ACCEPT OR REJECT THE PLAN**

9 Only creditors and equity interest holders whose claims and interests have been both  
10 allowed for purposes of voting and are "impaired" by the Plan are entitled to vote on the Plan.  
11 For a claim to be allowed for voting purposes, the claim must be listed in the Debtors' Chapter  
12 11 Schedules **and** must **not** be listed as "disputed," "contingent" or "unliquidated."

13 If a claim is not listed or is listed as "disputed," "contingent," or "unliquidated," the  
14 holder of the claim must file a Proof of Claim on or before the bar date set by the Court (or the  
15 Debtors must file a Proof of Claim for that creditor as permitted by the Federal Rules of  
16 Bankruptcy Procedure) for that creditor to be entitled to vote. Moreover, no holder of a claim  
17 will be entitled to vote if any party in interest objects to that claim before balloting on the Plan or  
18 any Amended Plan occurs, unless the Court enters a specific order allowing the claim for voting  
19 purposes.  
20

21 In addition to the foregoing criteria for voting eligibility, only creditors and equity  
22 interest holders whose claims or interests are "impaired" by the Plan (i.e., those whose claims or  
23 interests are altered or who will not receive the allowed amount of their claims in cash pursuant  
24 to the original terms of their agreements) are entitled to vote to accept or reject the Plan. Holders  
25  
26

1 of claims or interests which are not “impaired” are deemed to have accepted the Plan as a matter  
2 of law.

3 **B. IDENTIFICATION OF CLASSES IMPAIRED BY THE PLAN**

4 JRS believes that all Classes created by the Plan are “impaired” pursuant to 11 U.S.C. §  
5 1124. As a result, all Classes are entitled to vote on the Plan. Entities holding Administrative  
6 Claims are not classified and are not entitled to vote on the Plan.

7 If the claim or interest you hold has been classified in one of the impaired classes of  
8 claims or interests created by the Plan, it is important that you vote. In addition, if you hold  
9 more than one claim or interest classified as “impaired” under the Plan, it is important that you  
10 vote with respect to **each** such claim or interest. IF YOU FAIL TO VOTE, YOUR RIGHTS  
11 MAY BE AFFECTED.

12 **C. VOTING INSTRUCTIONS**

13 After carefully reviewing this Disclosure Statement and its exhibits, vote to accept or  
14 reject the Plan on the enclosed ballot (or ballots) by signing and mailing or delivering it (or  
15 them) to the following address so that your ballot (or ballots) is (are) **received by the bar date**  
16 **specified above or in a subsequent Court Order:**

17  
18 **JRS Group**  
19 **c/o Tiffany & Bosco, P.A.**  
20 **Attn: Christopher R. Kaup**  
21 **Seventh Floor Camelback Esplanade II**  
22 **2525 E. Camelback Road**  
23 **Phoenix, Arizona 85016**  
24 **Tel: (602) 255-6000**

25 AS MAIL DELAYS MAY OCCUR, IT IS IMPORTANT THAT THE BALLOT OR  
26 BALLOTS BE MAILED OR DELIVERED **WELL IN ADVANCE** OF THE BAR DATE  
SPECIFIED. BALLOTS RECEIVED AFTER THIS DATE MAY NOT BE COUNTED.

1 Each creditor entitled to vote is to receive a ballot for each separately classified, impaired  
2 claim held. Each equity interest holder entitled to vote is also to receive a ballot.

3 If you do not receive the required number of ballots with your copy of the  
4 Court-approved Disclosure Statement, notify attorneys for JRS immediately at the address noted  
5 above. IT IS IMPORTANT THAT YOU CAST ALL BALLOTS WHICH YOU ARE  
6 ENTITLED TO CAST.

7 **D. THE RESULTS OF BALLOTING ON THE PLAN ARE DETERMINED**  
8 **BY CLASS**

9 In general, a class of claims accepts the Plan if the creditors who vote to accept the Plan  
10 hold at least two-thirds (2/3) in dollar amount and constitute more than one-half (1/2) in number  
11 of the allowed claims in the class actually voting on the Plan. In general, a class of equity  
12 interests accepts the Plan if it is accepted by those who hold at least two-thirds (2/3) of the  
13 allowed interests in the class actually voting on the Plan.

14 **E. CONFIRMATION BASED UPON ACCEPTANCE OF THE PLAN BY ALL**  
15 **IMPAIRED CLASSES.**

16 If each class of impaired claims and interests accept the Plan and the Plan is confirmed,  
17 the Plan will bind all holders of claims and interests, including those who did not vote and those  
18 who voted to reject the Plan.

19 The Plan may also be confirmed even if all impaired classes do not accept it, so long as  
20 the Plan is accepted by at least one class of impaired claims. Confirmation over the objections of  
21 one or more classes of claims or interests is called “cramdown.”

22 **F. CONFIRMATION OVER THE OBJECTIONS OF ONE OR MORE**  
23 **IMPAIRED CLASS.**

24 If the Plan is rejected by one or more impaired classes of claims or interests, the Plan or  
25 modification thereof may still be confirmed by the Court at the request of JRS. To grant such a  
26

1 request, the Court must find, among other things, that the Plan does not “discriminate unfairly”  
2 and is “fair and equitable” with respect to each rejecting, impaired class of claims or interests.

3 The phrases “discriminate unfairly” and “fair and equitable” are defined by Section 1129  
4 of the Code and the case law interpreting that statute. In other words, those phrases are “terms of  
5 art” denoting specific statutory criteria for confirmation which JRS’s Plan must satisfy to be  
6 confirmed by the Court if any impaired class of claims or equity interests rejects the Plan.

7 If the Plan does satisfy the statutory criteria required by Section 1129 of the Code, then  
8 JRS intends to request Confirmation of the Plan in the event it is rejected by any impaired class.

9 **G. CONSEQUENCES IF THE PLAN IS NOT CONFIRMED**

10 An analysis of what holders of Allowed Claims and Allowed Interests would receive if  
11 the Debtor’s assets were liquidated in a case under Chapter 7 of the Code is attached hereto as  
12 **Exhibit “3”**. As illustrated therein, under a liquidation scenario, holders of Allowed Unsecured  
13 Claims would receive no distribution. Conversely, under the proposed Plan, each unsecured  
14 creditor holding an Allowed Claim, including those holding Undersecured Claims to the extent  
15 they do not make the Conversion Election, will receive payments equaling twenty percent of  
16 their Claims over time.

17 The Debtor has identified no viable alternative to the Plan. Its Chapter 11 Plan would  
18 pay the Secured Creditors and Unsecured Creditors substantially less than they will receive  
19 under this Plan. In addition, the Debtor’s Plan is not feasible and not confirmable for a number  
20 of reasons. Dismissal would leave the Debtors’ secured creditors free to enforce their liens under  
21 applicable state and non-bankruptcy federal law. Unsecured creditors would receive nothing in  
22 that situation as well.

1                   **ARTICLE VI - (DESCRIPTION OF THE DEBTOR'S OPERATIONS AND**  
2                   **EVENTS PRECIPITATING THE FILING OF THIS BANKRUPTCY AND**  
3                   **POSTPETITION DEVELOPMENTS)**

4                   **A. THE DEBTOR'S HISTORY & DESCRIPTION OF ITS BUSINESS**

5                   **1. Background of the Debtors**

6                   The following description of the Debtor's business is drawn directly from the *First*  
7                   *Amended Disclosure Statement of Debtor* filed on August 8, 2017 (Doc No. 273):

8                   Debtor, OnSite Temp Housing Inc is a Sub-S corporation, formed in October  
9                   2012. Its shareholders are Donn Kaebisch and Brad Blaicher. The company  
10                  specializes in providing temporary housing solutions to the insurance,  
11                  construction, mining and natural disaster sectors. The company provides  
12                  temporary housing in the form of RV travel trailers which range in size and  
13                  configuration, however the majority of units are 39 foot units with two bedrooms,  
14                  one bathroom and a kitchen and living room area.

15                  The company originally started with two trailers in December 2012, which were  
16                  needed due to the immediate demand for the product and services offered by  
17                  OnSite. From there the company expanded rapidly in early 2013 and acquired  
18                  trailers based on the demand for their housing solution for the insurance industry.  
19                  Within this time period, the company was able to purchase trailers with capital  
20                  provided by friends and acquaintances. The capital obtained were [sic] structured  
21                  as five year notes with interest charges ranging between 11 and 18 percent, the  
22                  majority of which were at 18 percent.

23                  The business grew rapidly in 2013 and by December of that year it had 50 trailers  
24                  in its fleet. Simultaneous to this tremendous growth the company had hired  
25                  several employees, which included business development, accounting, RV  
26                  technician, account manager and temporary employees when needed. The  
27                  business also signed a lease for a property at 2140 W Williams Dr, Phoenix, AZ  
28                  85027, to conduct its business.

29                  The business continued its tremendous growth in 2014 as well, as such, it  
30                  continued to purchase RV trailers to keep up with demand. The company finished  
31                  2014 with approximately \$1.4 million in revenue, however in the fall of that year  
32                  it also experienced a sharp decline in orders. This decline in new orders was the  
33                  result of several factors including, normal seasonality of the insurance sector and  
34                  the loss of a large insurance industry customer. However the business also had  
35                  secured a large new festival customer, who has become a long term customer, and  
36                  at the time helped increase the company's cash flow. Additionally the company  
37                  had negotiated to reduce its monthly debt obligations by going to interest only  
38                  payments.

1 Heading into 2015 the company secured several loans to help with its cash flow  
2 needs. However business began increasing in the spring of 2015, bolstered by its  
3 festival client and a marked increase in insurance demand. The company  
4 continued to experience cash flow issues despite this and continued to pay interest  
5 only to a majority of its creditors. Simultaneous to this the company had hired an  
6 investment banking consulting company to develop a business plan and PPM for a  
7 capital raise, which was intended to raise enough capital to refinance the existing  
8 creditors and additional capital to expand the business. Unfortunately nothing  
9 panned out after several months of effort, time and money.

10 Heading into 2016 the business again faced its typical cyclical downturn and had  
11 severe cash flow issues which caused the company to miss several payments to its  
12 creditors. In January 2016 the company met with Scott Gould and Jim Riley, two  
13 of its creditors to discuss a game plan for refinancing them out of the business.  
14 This was the start of a disagreement and ultimately legal action by Masseurs  
15 Gould and Riley to improperly repossess the trailers they financed. In March of  
16 2016, a lawsuit [CV2016-004772] was filed in Maricopa County Superior Court  
17 against Onsite and subsequently in May, they added Masseurs Kaebisch and  
18 Blaicher, and their wives to the lawsuit.

19 Several attempts were made to mitigate the dispute, specifically it was mutually  
20 agreed upon on March 26, 2016, between Masseurs Gould and Riley and  
21 Masseurs Kaebisch and Blaicher, that the debt owed was \$1,700,000 plus their  
22 attorneys' fees. However they requested the funds by April 1, 2016, six days after  
23 the proposed settlement, which was highly unlikely. From there the relations  
24 between the two parties crumbled.

25 Subsequently the aforementioned lawsuit continued and Mr. Riley, aggressively  
26 sought to repossess their trailers through unlawful actions. One, of many  
attempts, was in August of 2016, Mr. Riley went against the Superior Court  
Judge's ruling, which stayed any replevin action, and repossessed eight trailers in  
India, California. Mr. Riley then proceeded to attempt to repossess over twenty  
trailers, which the company leased to people attending the Burning Man festival  
in Gerlach, Nevada. This occurred in late August and early September of 2016  
and it should be noted that Mr. Riley hired the direct competitor of OnSite's to  
repossess the trailers, RVRO and its owner Mr. Ciardullo. The aggressive,  
unlawful and uncooperative actions of Mr. Riley, to legally resolve the dispute  
ultimately forced the company to file for Chapter 11 bankruptcy protection on  
September 20, 2016.

23 *See OnSite Temp Housing Corporation's First Amended Disclosure Statement of Debtor, Dkt.*  
24 *273, at 7-9.*

1 JRS takes no position as to the truth or accuracy of the statements in the first paragraph of  
2 this excerpt. However, the JRS Group does dispute the cause of Debtor's cash flow problems  
3 and the characterization of the actions of Jim Riley and Scott Gould as being unlawful and being  
4 the cause of the Debtor's Chapter 11 bankruptcy. The cause of the Debtor's financial and  
5 operational problems was the fraud, incompetence and gross management by Blaicher and  
6 Kaebisch and the conversion of large amounts of money from the business to themselves and for  
7 their benefit in violation of their fiduciary duties to creditors.

8 The Debtor also incorrectly blames its past cash flow problems on "normal seasonality of  
9 the insurance sector" and "typical cyclical downturns." OnSite was mismanaged from its  
10 inception by its shareholders, Donn Kaebisch and Brad Blaicher. In addition, Mr. Kaebisch and  
11 Mr. Blaicher, regularly converted and used company funds for personal expenses, even after  
12 filing the Chapter 11 Petition, thereby causing the company's cash flow problems.

13 Mr. Kaebisch and Mr. Blaicher also committed fraud against the lenders that make up the  
14 JRS Group by failing to purchase trailers they promised to purchase as security for the loans JRS  
15 Group members made to Debtor. At various times between January 29, 2013 and August 28  
16 2014, JRS made various loans to Debtor for the purchase of trailers that were to secure the loans.  
17 Mr. Kaebisch and Mr. Blaicher failed to purchase at least 25 trailers that they had represented  
18 and agreed the Debtor would buy with the funds from JRS and would serve as collateral for these  
19 loans. *See* Detailed List of Transactions, attached as **Exhibit "4"**.

20 Members of the JRS Group, including Scott Gould and Jim Riley, did not act unlawfully  
21 in using judicial processes to attempt repossession of trailers securing the loans on which the  
22 Debtor had defaulted. No evidence has ever been produced by Blaicher, Kaebisch or any other  
23 person to support their allegations of unlawful conduction by Mr. Riley and Mr. Gould.



1                   **2. Post-Petition Events.**

2                   Shortly after filing the Chapter 11 Petition, the Debtor stipulated to making monthly  
3                   adequate protection payments of \$25,000.00 to JRS. Unfortunately, the Debtor was unable to  
4                   maintain its financial records under the management of Mr. Blaicher and Mr. Kaebisch, and it  
5                   hired an accountant.

6                   JRS filed multiple Rule 2004 Motions and discovered Mr. Blaicher and Mr. Kaebisch had  
7                   used company funds for personal expenses and this continued even after they filed the Chapter  
8                   11 Petition. Because of the misuse of funds, Debtor was unable to make its lease payments on its  
9                   office space and had to vacate the office and relocate the trailers offsite.

10                  The JRS Group had grave concerns regarding the officers of the Debtor, Mr. Blaicher and  
11                  Mr. Kaebischs, committing fraud, breaching their fiduciary obligations to creditors of the Debtor,  
12                  converting loan proceeds, and mismanaging the Debtor. Therefore, JRS filed a Motion to  
13                  Appoint Chapter 11 Trustee (the “Motion”). See “Motion to Appoint Chapter 11 Trustee,” Dkt.  
14                  95, attached hereto as **Exhibit “5”**.<sup>3</sup>

15                  The Motion explained how Mr. Blaicher and Mr. Kaebisch fraudulently induced  
16                  members of the JRS Group to loan the Debtor money by promising that the loans would equal  
17                  the purchase price of the travel trailers. *Id.* at p. 3, lines 19-23. The actual price of the travel  
18                  trailers, however, was, on average, \$2,000 to \$7,000 less than the loan received to purchase those  
19                  travel trailers. *Id.* Multiple trailers were also double collateralized, and Mr. Blaicher and Mr.  
20                  Kaebisch lied to the JRS Group regarding the company’s financial condition and customer base.  
21                  *Id.* at p. 4, lines 3-22.

22  
23                  

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<sup>3</sup> The exhibits attached to the “Motion to Appoint Chapter 11 Trustee” are not attached to this  
24                  Disclosure Statement. However, the JRS Group will provide any and all exhibits as requested.  
25                  All requests shall be made to JRS’s counsel: JRS Group, c/o Tiffany & Bosco, P.A., Attn:  
26                  Christopher R. Kaup, Seventh Floor Camelback Esplanade II, 2525 E. Camelback Road,  
                    Phoenix, Arizona 85016.

1 The Motion also documented Mr. Blaicher's and Mr. Kaebisch's breach of their fiduciary  
2 duties to the creditors of the Debtor and their conversion of loan proceeds by failing to purchase  
3 at least 25 trailers specifically identified in Agreements between the Debtor and members of the  
4 JRS Group. *Id.* at p. 4, lines 24-26, p. 5, lines 1-5. Those funds were improperly used by  
5 Messrs. Kaebisch and Blaicher their personal benefit including payment of their living expenses  
6 and child care. *Id.* at p. 5, lines 1-6. The amount of money converted by Mr. Blaicher and Mr.  
7 Kaebisch and used for purposes not permitted by the JRS Group exceeds \$658,000. *Id.* at p. 5,  
8 lines 10-11.

9 Finally, the Motion set forth the incompetence of Mr. Blaicher and Mr. Kaebisch in  
10 managing the Debtor. *Id.* at p.5, lines 15-26. Mr. Blaicher and Mr. Kaebisch were unable to  
11 identify the business use and location of many of the trailers that collateralized JRS's loans. *Id.*  
12 at p. 5, lines 19-21. They also failed to provide other basic but important information about the  
13 operations and financial condition of the Debtor. *Id.* at p. 5, lines 21-25.

14 A trial on the Motion was avoided by the Debtor's decision to hire Tim Schaffer as the  
15 Chief Restructuring Officer. As the Debtor states in its Disclosure Statement, the Debtor, when  
16 under the control of Mr. Schaffer, properly made on Mr. Blaicher, Mr. Kaebisch, and a company  
17 owned by Mr. Blaicher and Mr. Kaebisch, RPOD Rentals.com, Inc., for the return of all of the  
18 fraudulent transfers, preferential payments and other amounts owed to the Debtor.

## 19 **B. ASSETS OF THE ESTATE**

20 The Debtor listed its assets and its estimate of the value of those assets in the Debtor's  
21 Chapter 11 Schedules and Statement of Financial Affairs filed with the Clerk of the Bankruptcy  
22 Court and any subsequently filed Amendments thereto. JRS believes Debtor substantially  
23 understated the value of the travel trailers. An accurate valuation is reflected in the chart  
24 attached hereto as **Exhibit "6"**. In addition to that property, the Debtor and the Bankruptcy  
25 Estate own the Claims and Causes of Action described more fully below,  
26

1 The assets the Debtor owned as of the date of this Disclosure Statement and the JRS'  
2 estimate of the current liquidation value of those assets are described in the "Liquidation  
3 Analysis" attached as Exhibit "3" to this Disclosure Statement.

#### 4 5 **C. CLAIMS & CAUSES OF ACTION**

6 The Debtor has significant claims against Mr. Blaicher and Mr. Kaebisch for fraud,  
7 conversion, and breach of fiduciary duty. These Claims and Causes of Action are outlined in the  
8 attached emails from Chris Kaup to Hal Campbell and John Yohe, dated March 2 2017 and July  
9 1, 2017, respectively Exhibit "7" and Exhibit "8". The Debtor and its prior counsel, Campbell  
10 & Coombs, agreed that claims exist and made demand upon Mr. Blaicher, Mr. Kaebisch, and  
11 RPOD by the letters attached hereto as Exhibit "9" (those letters are also attached to the  
12 Debtor's Plan as Exhibit E).

13  
14 All Claims and Causes of action are hereby preserved by this Plan and Disclosure  
15 Statement, retained by the Debtor and shall be transferred to the Reorganized Debtor be virtue of  
16 the Plan. These Claims and Causes of Action will be prosecuted by the Reorganized Debtor for  
17 the benefit of the company. Nothing in this Disclosure Statement or accompanying Plan is  
18 intended to or shall be deemed a release or waiver of these claims or causes of action.

19 In addition to Claims and Causes of Action against Mr. Blaicher and Mr. Kaebisch, JRS  
20 believes there are preference and fraudulent transfer claims against third parties. These claims  
21 are hereby preserved and are not waived or released. The Reorganized Debtor will investigate  
22 and review all books and records of the Debtor to determine and prosecute any claims against  
23 any third party within six months of confirmation.

#### 24 25 **D. PRINCIPAL CREDITORS AND NATURE OF THE RIGHTS AND INTERESTS HELD BY SUCH CREDITORS**

1                   **1. 3 Dog Lending, LLC**

2                   This creditor holds an Allowed Secured Claim in the amount of \$33,676.02 as of January  
3 4, 2017 secured by a lien on one trailer owned by the Debtor.

4                   **2. David Riley**

5                   This creditor holds an Allowed Secured Claim in the amount of \$313,665.52 secured by a  
6 lien on seven trailers owned by the Debtor.

7                   **3. Empire J. Investments, LLC**

8                   This creditor holds an Allowed Claim in the amount of \$68,117.46 that was supposed to  
9 be secured by a lien on several trailers that, but due to fraud and conversion by Mr. Blaicher and  
10 Mr. Kaebisch, the Debtor never purchased. This Claim is, thus, entirely unsecured.

11                  **4. Gould Investments, LLC**

12                  This creditor holds an Allowed Secured Claim in the amount of \$829,925.29 secured by a  
13 lien on sixteen trailers owned by the Debtor.

14                  **5. Joseph & Diane Zerbib**

15                  This creditor holds an Allowed Secured Claim in the amount of \$498,233.20 secured by a  
16 lien on twelve trailers owned by the Debtor.

17                  **6. JRS Funding, LLC**

18                  This creditor holds an Allowed Secured Claim in the amount of \$665,174.48 secured by a  
19 lien on eleven trailers owned by the Debtor.

20                  **7. Katherine McClerkin**

21                  This creditor holds an Allowed Secured Claim in the amount of \$67,597.64 secured by a  
22 lien on one trailer owned by the Debtor.

23                  **8. L Lindell, LLC**

24                  This creditor holds an Allowed Secured Claim in the amount of \$135,896.10 secured by a  
25 lien on four trailers owned by the Debtor.

1                   **9. Richard Lommen**

2                   This creditor holds an Allowed Secured Claim in the amount of \$131,636.12 secured by a  
3                   lien on four trailers owned by the Debtor.

4                   **10. Michael and Michelle Zerbib**

5                   This creditor holds an Allowed Secured Claim in the amount of \$209,681.66 secured by a  
6                   lien on six trailers owned by the Debtor.

7                   **11. RK Lending, LLC**

8                   This creditor holds an Allowed Secured Claim in the amount of \$34,058.73 secured by a  
9                   lien on one trailer owned by the Debtor.

10                  **12. James and Tari Riley**

11                  This creditor holds an Allowed Secured Claim in the amount of \$473,297.55 secured by a  
12                  lien on twelve trailers owned by the Debtor.

13                  **13. James Riley**

14                  This creditor holds an Allowed Secured Claim in the amount of \$405,821.06 secured by a  
15                  lien on seven trailers owned by the Debtor.

16                  **14. Scott Gould**

17                  This creditor holds an Allowed Secured Claim in the amount of \$162,793.54 secured by a  
18                  lien on five trailers owned by the Debtor.

19                  **15. Frank Loveccio**

20                  This creditor holds an Allowed Secured Claim in the amount of \$137,058.59 secured by a  
21                  lien on six trailers owned by the Debtor.

22                  **16. Ken Klockenga**

23                  This creditor holds an Allowed Secured Claim in the amount of \$131,837.50 secured by a  
24                  lien on seven trailers owned by the Debtor.

1                   **17. Kurt Klockenga**

2                   This creditor holds an Allowed Secured Claim in the amount of \$75,000 secured by a lien  
3 on three trailers owned by the Debtor.

4                   **18. SJG Consulting**

5                   This creditor holds an Allowed Secured Claim in the amount of \$41,254.00 secured by a  
6 lien on two trailer owned by the Debtor.

7                   **19. 8383 East Evans, LLC**

8                   This creditor holds an Allowed Secured Claim in the amount of \$118,855.35 secured by a  
9 lien on four trailers owned by the Debtor.

10                  **20. James Orders**

11                  This creditor holds an Allowed Secured Claim in the amount of \$18,641.59 that was  
12 supposed to be secured by a lien on a trailer that, but due to fraud and conversion by Mr.  
13 Blaicher and Mr. Kaebisch, the Debtor never purchased. This Claim is, thus, entirely unsecured.

14                  **21. Ally Financial**

15                  This creditor holds an Allowed Secured Claim in the amount of \$40,693.64 secured by a  
16 2015 Ford F550 truck believed to be in the possession of and used by Mr. Blaicher or Mr.  
17 Kaebisch.

18                  **22. Ally Financial**

19                  This creditor holds an Allowed Secured Claim in the amount of \$47,095.00 secured by a  
20 2015 Ford F250 truck believed to be in the possession of and used by Mr. Blaicher or Mr.  
21 Kaebisch.

22                  **23. The Unsecured Creditors.**

23                  JRS believes that the aggregate amount of general unsecured liabilities, including the  
24 unsecured portion of the Claims held by secured creditors, is not more than \$3,500,000.00.

1                   **24. Equity Interests.**

2                   All of the prepetition Equity Interests held by Kaebisch and Blaicher will be terminated.

3                   **E. PROFESSIONALS RETAINED BY THE ESTATE**

4                   During the Case, the Debtors have retained various professionals to assist with the  
5 administration of the Estate. The Bankruptcy Court has already approved the employment of:

6                   1.       Campbell & Coombs, P.C., retained to serve as counsel for the Debtors, was  
7 approved by Order of the Court on September 21, 2016 (Dkt. 21).

8                   2.       Ted Burr of Henry and Horne, retained to serve as an expert and perform  
9 financial analysis of the Debtor's books and records and to formulate Debtor's budgets and  
10 income projections, was approved by Order of the Court on November 15, 2016 (Dkt. 68).

11                  3.       Khan, Slayter & Kistler CPA, LLC, retained to serve as accountants to maintain  
12 the Debtor's corporate financials, was approved by Order of the Court on November 18, 2016  
13 (Dkt. 71).

14                  4.       Timothy H. Shaffer, appointed as Chief Restructuring Officer, was approved by  
15 Order of the Court on June 12, 2017 (Dkt. 253).

16                  5.       On August 18, 2017, the Debtor filed a Motion to Substitute Dickinson Wright  
17 PLLC for Campbell & Coombs, P.C. as Attorneys for Debtor and an Application to Employ  
18 Dickinson Wright (Dkt. 281), and the Court granted the Motion to Substitute on August 23, 2017  
19 (Dkt. 284).

20                   **F. PLANS OF REORGANIZATION**

21                   A Chapter 11 Plan of Reorganization Proposed by the Debtors (Doc 273) was filed on  
22 August 8, 2017.

23                   **ARTICLE VII - (LEASES AND EXECUTORY CONTRACTS & DEADLINE FOR**  
24                   **FILING PROOFS OF CLAIM ARISING FROM REJECTION OF SUCH**  
25                   **AGREEMENTS)**

1 In accordance with 11 U.S.C. § 365, the Debtor will reject the Debtor's lease of a 2015  
2 Chevrolet Tahoe with GMAC Motor Credit as of the Effective Date. The JRS Group is not  
3 aware of any other leases or executory contracts to which the Debtor is a party. However,  
4 Debtor shall reject the leases of any other vehicles in the possession of or used by Blaicher,  
5 Kaebisch or their wives. All other executory contracts and leases, as of the Effective Date, to  
6 which the Debtor is a party not specifically identified or designated in this Plan will be rejected  
7 unless the counter party to that agreement contacts the JRS Group and reaches an agreement  
8 acceptable to the JRS Group prior to the Effective Date.

9 Any person or entity asserting any injury by such rejection shall be deemed to hold an  
10 unsecured claim against the Debtor to the extent allowed by the Court, and, pursuant to Order of  
11 the Court, **must file a proof of claim for any damages resulting therefrom on or before the**  
12 **date that is 30 days after the date of the entry of the Confirmation Order, or be forever**  
13 **barred from asserting any claim.**

#### 14 **ARTICLE VIII (SUMMARY OF MATERIAL PLAN PROVISIONS)**

15 This part of the Disclosure Statement summarizes the provisions of the Plan. The Plan,  
16 after it has been confirmed, will constitute a contract between the Reorganized Debtor and its  
17 creditors and stockholders. This Disclosure Statement does not constitute such a contract.  
18 Therefore, if any discrepancies exist between the Plan and the following summary of the Plan,  
19 the Plan will control. It is, thus, advisable, as mentioned above, to review the Plan carefully for  
20 the full details of the treatment of creditors and Equity Interest Holders.

21 CREDITORS AND EQUITY INTEREST HOLDERS ARE URGED TO READ THE  
22 PLAN IN FULL. CREDITORS AND EQUITY INTEREST HOLDERS ARE FURTHER  
23 URGED TO CONSULT WITH THEIR OWN LEGAL COUNSEL TO OBTAIN A  
24 COMPLETE UNDERSTANDING OF THE PLAN.



1           **A.       OBJECTIVE OF THE REORGANIZATION**

2           If Debtors' assets were liquidated in a case under Chapter 7 of the Bankruptcy Code,  
3 Debtor's creditors holding General Unsecured Claims would receive nothing. Debtor's creditors  
4 holding General Unsecured Claims would receive nothing. Debtor's creditors holding General  
5 Unsecured Claims would receive nothing. Debtor's assets have only minimal value relative to  
6 the debt owed to the JRS Group and other secured creditors and, no doubt, would be abandoned  
7 by a Chapter 7 Trustee or foreclosed on after entry of a stay relief order. Thus, JRS believes that  
8 be reorganizing the Debtor's financial affairs, restructuring its debts, repaying creditors over time  
9 and replacing Mr. Blaicher and Mr. Kaebisch as the existing management, all creditors will  
10 receive a far greater return than through liquidation.

11           Mr. Blaicher and Mr. Kaebisch mismanaged the Debtor since its inception, committed  
12 fraud on each member of the JRS Group, and converted hundreds of thousands of dollars for  
13 their personal benefit. The Plan will replace them with experienced, competent and honest  
14 officers and provide each secured creditor to obtain the recovery of their collateral in full  
15 satisfaction of their debts, reduce the remaining Secured Claims to be paid over a period of time,  
16 permit Secured Creditors to convert all or a portion of the undersecured Claims into equity in the  
17 Reorganized Debtor, reduce interest rates on Secured Claims and pay a return to holders of  
18 General Unsecured Claims. The existing Equity Interests will be terminated.

19           **B.       POSTCONFIRMATION OPERATIONS**

20           Upon the Effective Date, all related trailers, vehicles, contracts, leases, and other  
21 personal property, as well as all claims and causes of action against Blaicher and Kaebisch,  
22 their wives and RPOD will be transferred to and owned by the Reorganized Debtor subject to  
23 the liens of Secured Creditors. Also, on the Effective Date, new Equity Interests will be issued  
24 to Secured Creditors who elect to convert all or a portion of their undersecured claims into  
25 Equity Interests. JRS Funding, LLC, Scott Gould, and James Riley have each agreed to  
26

1 convert \$200,000 of debt into equity of their respective undersecured claims into Equity  
2 Interests (\$600,000 total). The initial Board of Directors of the Debtor shall be Scott Gould and  
3 James Riley. They will select a qualified person experienced in operating a recreational vehicle  
4 leasing business and with experience in the field of temporary housing to become the new CEO  
5 of the Debtor.

6 **C. ANTICIPATED POSTCONFIRMATION LITIGATION**

7 JRS believes the Bankruptcy Estate has a number of strong Claims and Causes of Action  
8 against Blaicher, Kaebisch, their wives, and RPOD as set forth above in Section VI.C. As set  
9 forth above and in the Debtor's Plan, demand has been made on Mr. Blaicher, Mr. Kaebisch, and  
10 RPOD. Those demands had response dates of August 26 and September 1, 2017 and are  
11 attached to Debtor's Plan as Exhibit E. The claims and causes of action the Estate has against  
12 Mr. Blaicher, Mr. Kaebisch, their wives, and RPOD are set forth more fully above.

13 JRS expects that the Reorganized Debtor will prosecute and prevail on those causes of  
14 action and pay the net recovery to holders of Allowed Unsecured Claims on a *pro rata* basis.  
15 The Reorganized Debtor also will prosecute any avoidance actions against other persons which it  
16 discovers from an investigation post-confirmation and it believes are meritorious and likely to  
17 yield a positive net return. The Reorganized Debtor also will object to and litigate any Claims it  
18 determines should not be Allowed including any and all Claims filed or held by Mr. Blaicher,  
19 Mr. Kaebisch, their wives, RPOD, and any their affiliates.

20 **D. DEFINITION AND TREATMENT OF CLAIMS**

21 **1. Overview of Classification and Impairment of Claims and Interests**

22 The Bankruptcy Code requires that a Chapter 11 plan divide the different claims against,  
23 and equity interests in, a debtor into separate classes based upon their legal nature. Claims of a  
24 substantially similar legal nature are usually classified together, as are equity interests of a  
25 substantially similar legal nature.

Under Bankruptcy Code Section 1124, a class of claims is “impaired” unless the plan (i) leaves unaltered the legal, equitable, and contractual rights of the holders of claims in the class; or (ii) cures all defaults (other than those arising from the Debtors’ insolvency, the commencement of the case, or nonperformance of a non-monetary obligation) that occurred before or after the commencement of the case, reinstates the maturity of the claims in the class, compensates the holder for their actual damages incurred as a result of their reasonable reliance on any acceleration rights, and does not otherwise alter their legal, equitable, and contractual rights. Except for any right to accelerate the Debtor’s obligations, the holder of an unimpaired claim will be placed in the position it would have been if the case had not been commenced.

A Chapter 11 plan must designate each separate class of claims and equity interests either as “impaired” (affected by the plan) or “unimpaired” (unaffected by the plan). If a class of claims is “impaired”, under the Bankruptcy Code the holders of claims in that class are entitled to vote on the plan (unless the plan provided for no distribution to the class, in which case the class is deemed to reject the plan), and to the right to receive, under the plan, property with a value at least equal to the value that the holder would receive if the debtor were liquidated under Chapter 7 of the Bankruptcy Code. If a class of claims is unimpaired, the holders of claims in that class are deemed to accept the plan.

CLASS	DESCRIPTION	IMPAIRED	VOTING STATUS
None	Allowed Administrative Claims, Priority Claims, and Priority Tax Claims	N/A	Not Entitled To Vote
Class 1	Secured Claim 3 Dog Lending, LLC	YES	Entitled To Vote
Class 2	Secured Claim of David Riley	YES	Entitled To Vote

<b>CLASS</b>	<b>DESCRIPTION</b>	<b>IMPAIRED</b>	<b>VOTING STATUS</b>
Class 3	Secured Claim of Empire J Investments, LLC	YES	Entitled To Vote
Class 4	Secured Claim of the Gould Investments, LLC	YES	Entitled To Vote
Class 5	Secured Claim of Joseph & Diane Zerbib	YES	Entitled to Vote
Class 6	Secured Claim of JRS Funding, LLC	YES	Entitled to Vote
Class 7	Secured Claim Katherine McClerkin	YES	Entitled To Vote
Class 8	Secured Claim of L Lindell, LLC	YES	Entitled To Vote
Class 9	Secured Claim of Richard Lommen	YES	Entitled To Vote
Class 10	Secured Claim of Michael and Michelle Zerbib	YES	Entitled To Vote
Class 11	Secured Claim of RK Lending	YES	Entitled to Vote
Class 12	Secured Claim of James and Tari Riley	YES	Entitled to Vote
Class 13	Secured Claim James Riley	YES	Entitled To Vote
Class 14	Secured Claim of Scott Gould	YES	Entitled To Vote
Class 15	Secured Claim of Frank Loveccio	YES	Entitled To Vote
Class 16	Secured Claim of Ken Klockenga	YES	Entitled To Vote
Class 17	Secured Claim of Kurt Klockenga	YES	Entitled to Vote
Class 18	Secured Claim of SJG Consulting	YES	Entitled to Vote
Class 19	Secured Claim of 8383 East Evans, LLC	YES	Entitled to Vote
Class 21	Secured Claim of James Orders	YES	Entitled To Vote
Class 21	Secured Claim of Ally Financial	YES	Entitled to Vote
Class 22	Secured Claim of Ally Financial	YES	Entitled to Vote
Class 23	General Unsecured Claims	YES	Entitled to Vote

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CLASS	DESCRIPTION	IMPAIRED	VOTING STATUS
Class 24	Equity Holders	YES	Entitled to Vote

**NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE PLAN, NO DISTRIBUTIONS WILL BE MADE AND NO RIGHTS WILL BE RETAINED ON ACCOUNT OF ANY CLAIM THAT IS NOT AN ALLOWED CLAIM.**

The treatment of each creditor set forth in this Plan is in full and complete satisfaction of the legal, contractual, and equitable rights (including any liens) that each entity holding a Claim or an Interest may have in or against the Debtor, the Estate, or their respective property. This treatment supersedes and replaces any agreements those entities may have in or against the Debtor, the Estate, or their respective property.

#### **E. AMOUNTS OF CLAIMS AND INTERESTS.**

Because certain of the Claims and Interests treated under this Plan are in unknown or undetermined amounts, the amounts of Claims and Interests specified in the Plan reflect only The Debtor's best estimate as of the date hereof.

##### **1. Classification and Treatment of Claims and Interests Under the Plan.**

The treatment of Claims and Interest in the Plan is in full and complete satisfaction of the legal, contractual, and equitable rights (including any liens) that each entity holding an Allowed Claim or an Allowed Interest may have in or against the Debtor, the Estates, or their respective property. This treatment supersedes and replaces any agreements or rights those entities may have in or against the Debtor, the Estates, or their respective property.

1 a) Unclassified Claims – Under the Plan, Allowed Administrative  
2 Claims, Allowed Priority Claims, and Allowed Priority Tax Claims, as of the Effective Date of  
3 the Plan constitute unclassified claims and shall be treated as set forth below:

4 (i) Allowed Administrative Claims and Allowed Priority  
5 Claims - The holders of Allowed Priority Claims and Allowed Administrative Claims against the  
6 Debtor (excluding claims described in 11 U.S.C. § 507(a)(8)) shall be paid the full amount of  
7 their Allowed Administrative Claims through the payment of his, her or its *pro rata* portion of  
8 any new value paid by Blaicher or Kaebisch, as set forth below, on the Effective Date or the date  
9 of a Final Order allowing those Claims, whichever is later, and thereafter shall receive regular  
10 monthly payments of the balance of their Claim over a period of time not greater than one year  
11 from the date of a Final Order allowing those Claims unless she, he or it agrees to different  
12 treatment.

13 (ii) Allowed Priority Tax Claims - Each holder of an Allowed  
14 Priority Tax Claim shall receive on account of such claim, based on the sole discretion of the  
15 Reorganized Debtor, either (a) a cash payment in the full amount of the Priority Tax Claim on  
16 the Effective Date or upon the expiration of the appeal period of the order allowing such claim,  
17 whichever is later; or (b) deferred payments during a period not exceeding five years after the  
18 date of the Petition equal to the Allowed amount of such Claim, which payments shall include  
19 interest on the allowed claim at the appropriate statutory rate. The IRS holds an Allowed  
20 Priority Claim in the amount of \$206,716.37 based on three Proofs of Claim. The ADOR holds  
21 an Allowed Priority Claim in the amount of \$23,138.05 based on two Proofs of Claim. The JRS  
22 Group anticipates that the Reorganized Debtor will have approximately four years to pay these  
23 Priority Claims by the occurrence of the Effective Date. The Reorganized Debtor will pay the  
24 Claim of the IRS in the following manner: \$2,083.33 plus interests in the first year of the Plan;  
25 \$4,166.67 per month during year two of the Plan; \$6,250.00 per month during years three and  
26

four of the Plan with all unpaid principal and interest due to the IRS on the date which is the fifth year anniversary of the Petition Date. The Reorganized Debtor will pay the Claim of the ADOR by equal monthly payments over the period of time which is five years after the Petition Date.

(iii) Classified Claims - Under the Plan, Allowed Secured Claims, Allowed Unsecured Claims, and any Interests in Debtor or any Interests or Claims held by the Debtor's Equity Holders constitute classified claims which are placed into the respective classes in the table set forth above. The Claims in above-described classes are treated under the Plan as follows:

Class 1: 3 Dog Lending, LLC holds a Claim in the amount of \$33,676.02 (based on its filed Proof of Claim) secured by a lien in one trailer; a 2015 Forest River Cherokee, owned by the Debtor which the JRS Group believes is worth \$15,150.00 based, in part, on the website of the National Automobile Dealers Association (<http://www.nadaguides.com/RVs>). As a result, 3 Dog Lending holds a Secured Claim in the amount of \$15,150.00 and an Undersecured Claim in the amount of \$18,526.02

Treatment: 3 Dog Holding shall have the Payment/Return Election and its Secured Claim will be treated depending on the option it selects. The Reorganized Debtor will have the right to return the trailer(s) which are the collateral for the holder of the Claim in this Class in full satisfaction of that Claim for a period of 90 days after the Effective Date.

Right to Convert Undersecured Claim Into Equity: 3 Dog Lending shall have the right to make the Conversion Election.

Retention of Lien: 3 Dog Lending shall retain its lien on its collateral if it has selected Option (a) of the Payment/Return Election, however, only to the extent of its Allowed Secured Claim.

Class 2: David Riley holds a Claim in the amount of \$313,665.52 (based on his filed Proof of Claim) secured by a lien in 8 trailers; two 2014 Forest River Cherokee 39P worth

1 \$18,150.00 each, one 2015 Forest River Cherokee 39FL worth \$25,100.00, and four Forest River  
2 Cherokee 39P worth \$20,200.00 each, that are owned by the Debtor and which the JRS Group  
3 determined worth based, in part, on the website of the National Automobile Dealers Association  
4 (<http://www.nadaguides.com/RVs>). As a result, David Riley holds a Secured Claim in the  
5 amount of \$142,200.00 and an Undersecured Claim in the amount of \$171,465.52.

6 Treatment: David Riley shall have the Payment/Return Election and his Secured Claim  
7 will be treated depending on the option he selects. The Reorganized Debtor will have the right to  
8 return the trailer(s) which are the collateral for the holder of the Claim in this Class in full  
9 satisfaction of that Claim for a period of 90 days after the Effective Date.

10 Right to Convert Undersecured Claim Into Equity: David Riley shall have the right to  
11 make the Conversion Election.

12 Retention of Lien: David Riley shall retain his lien on his collateral if he has selected  
13 Option (a) of the Payment/Return Election, however, only to the extent of his Allowed Secured  
14 Claim.

15 Class 3: Empire J Investments, LLC holds a Claim in the amount of \$68,117.46 (based  
16 on its filed Proof of Claim). Due to the fraud and conversion of Blaicher and Kaebisch, the  
17 Debtor failed to purchase the trailers that were to be the collateral for Empire J Investments'  
18 Claim. As a result, the entirety of this Claim is Unsecured.

19 Treatment: Empire J Investments shall have the right to convert all or a portion of its  
20 Claim into equity in the Reorganized Debtor using the Equity Conversion Ratio or to receive  
21 payments as the holder of an Unsecured Claim in Class 23 for the portion of its Claim not  
22 converted into equity.

23 Class 4: Gould Investments, LLC holds a Claim in the amount of \$767,872.29 (based on  
24 its filed Proof of Claim) secured by a lien in 23 trailers; one 2013 Forest River Cherokee 39P  
25 worth \$16,250.00, one 2013 Forest River Cherokee 284BF worth \$16,400.00, two 2014 Forest  
26



1 River Cherokee 264BH worth \$18,250.00 each, two 2014 Forest River Cherokee 39KT worth  
2 \$23,950.00 each, one 2014 Forest River Cherokee 18-24 UNK Model worth \$11,300.00, one  
3 2014 Forest River Grey Wolf 26BH worth \$11,900.00, one 2014 Forest River Cherokee worth  
4 \$15,150.00, three 2014 Forest River Cherokee 39P worth \$18,150.00 each, one 2014 Forest  
5 River Grey Wolf 26DBH worth \$14,800.00, one 2014 Forest River Grey Wolf 29DSF worth  
6 \$18,250.00, one 2015 Forest River Cherokee worth \$15,100.00, and one 2015 Forest River  
7 Cherokee 39P worth \$20,200.00, that are owned by the Debtor and which the JRS Group  
8 determined worth based, in part, on the website of the National Automobile Dealers Association  
9 (<http://www.nadaguides.com/RVs>). As a result, Gould Investments holds a Secured Claim in the  
10 amount of \$278,200.00 and an Undersecured Claim in the amount of \$489,672.29.

11 Treatment: Gould Investments shall have the Payment/Return Election and its Secured  
12 Claim will be treated depending on the option it selects. The Reorganized Debtor will have the  
13 right to return the trailer(s) which are the collateral for the holder of the Claim in this Class in  
14 full satisfaction of that Claim for a period of 90 days after the Effective Date.

15 Right to Convert Undersecured Claim Into Equity: Gould Investments shall have the right  
16 to make the Conversion Election.

17 Retention of Lien: Gould Investments shall retain its lien on its collateral if it has selected  
18 Option (a) of the Payment/Return Election, however, only to the extent of its Allowed Secured  
19 Claim.

20 Class 5: Joseph & Diane Zerbib hold a Claim in the amount of \$498,233.20 (based on  
21 their filed Proof of Claim) secured by a lien in 15 trailers; four 2014 Forest River Cherokee  
22 39KT worth \$23,950.00 each, three 2014 Forest River Grey Wolf 28BH worth \$14,850.00 each,  
23 one 2014 Forest River Grey Wolf 29BH worth \$13,250.00, one 2014 Forest River Cherokee  
24 worth \$15,150.00, two 2014 Forest River Cherokee 39P worth \$18,150.00 each, two 2015 Forest  
25 River Cherokee 39P worth \$20,200.00 each that are owned by the Debtor and which the JRS  
26

1 Group determined worth based, in part, on the website of the National Automobile Dealers  
2 Association (<http://www.nadaguides.com/RVs>). As a result, Joseph & Diane Zerbib hold a  
3 Secured Claim in the amount of \$245,450.00 and an Undersecured Claim in the amount of  
4 \$252,783.20.

5 Treatment: Joseph & Diane Zerbib shall have the Payment/Return Election and their  
6 Secured Claim will be treated depending on the option they select. The Reorganized Debtor will  
7 have the right to return the trailer(s) which are the collateral for the holder of the Claim in this  
8 Class in full satisfaction of that Claim for a period of 90 days after the Effective Date.

9 Right to Convert Undersecured Claim Into Equity: Joseph & Diane Zerbib shall have the  
10 right to make the Conversion Election.

11 Retention of Lien: Joseph & Diane Zerbib shall retain their lien on their collateral if they  
12 have selected Option (a) of the Payment/Return Election, however, only to the extent of their  
13 Allowed Secured Claim.

14 Class 6: JRS Funding, LLC holds a Claim in the amount of \$665,174.48 (based on its  
15 filed Proof of Claim) secured by a lien in 18 trailers; three 2014 Forest River Cherokee 39KT  
16 worth \$23,950.00 each, eight Forest River Cherokee 39P worth \$20,200.00 each that are owned  
17 by the Debtor and which the JRS Group determined worth based, in part, on the website of the  
18 National Automobile Dealers Association (<http://www.nadaguides.com/RVs>). As a result, JRS  
19 Funding holds a Secured Claim in the amount of \$233,450.00 and an Undersecured Claim in the  
20 amount of \$431,724.48

21 Treatment: JRS Funding shall have the Payment/Return Election and its Secured Claim  
22 will be treated depending on the option it selects. The Reorganized Debtor will have the right to  
23 return the trailer(s) which are the collateral for the holder of the Claim in this Class in full  
24 satisfaction of that Claim for a period of 90 days after the Effective Date.

1       Right to Convert Undersecured Claim Into Equity: JRS Funding shall have the right to  
2 make the Conversion Election.

3       Retention of Lien: JRS Funding shall retain its lien on its collateral if it has selected  
4 Option (a) of the Payment/Return Election, however, only to the extent of its Allowed Secured  
5 Claim.

6       Class 7: Katherine McClerkin holds a Claim in the amount of \$67,597.64 (based on her  
7 filed Proof of Claim) secured by a lien in 2 trailers; 2014 Forest River Wolf Pup 16FB, that is  
8 owned by the Debtor and which the JRS Group determined worth based, in part, on the website  
9 of the National Automobile Dealers Association (<http://www.nadaguides.com/RVs>). As a result,  
10 Katherine McClerkin holds a Secured Claim in the amount of \$8,900.00 and an Undersecured  
11 Claim in the amount of \$58,697.64.

12       Treatment: Katherine McClerkin shall have the Payment/Return Election and her  
13 Secured Claim will be treated depending on the option she selects. The Reorganized Debtor will  
14 have the right to return the trailer(s) which are the collateral for the holder of the Claim in this  
15 Class in full satisfaction of that Claim for a period of 90 days after the Effective Date.

16       Right to Convert Undersecured Claim Into Equity: Katherine McClerkin shall have the  
17 right to make the Conversion Election.

18       Retention of Lien: Katherine McClerkin shall retain her lien on her collateral if she has  
19 selected Option (a) of the Payment/Return Election, however, only to the extent of her Allowed  
20 Secured Claim.

21       Class 8: L Lindell, LLC holds a Claim in the amount of \$135,896.10 (based on its filed  
22 Proof of Claim) secured by a lien in 4 trailers; one 2014 Forest River Cherokee worth  
23 \$15,100.00, one 2014 Forest River Cherokee 39KT worth \$23,950.00, and two 2015 Forest  
24 River Cherokee 39P worth \$20,200.00 each, that are owned by the Debtor and which the JRS  
25 Group determined worth based, in part, on the website of the National Automobile Dealers  
26

1 Association (<http://www.nadaguides.com/RVs>). As a result, L. Lindell, LLC holds a Secured  
2 Claim in the amount of \$79,450.00 and an Undersecured Claim in the amount of \$56,446.10.

3 Treatment: Lindell, LLC shall have the Payment/Return Election and its Secured Claim  
4 will be treated depending on the option it selects. The Reorganized Debtor will have the right to  
5 return the trailer(s) which are the collateral for the holder of the Claim in this Class in full  
6 satisfaction of that Claim for a period of 90 days after the Effective Date.

7 Right to Convert Undersecured Claim Into Equity: Lindell, LLC shall have the right to  
8 make the Conversion Election.

9 Retention of Lien: Lindell, LLC shall retain its lien on its collateral if it has selected  
10 Option (a) of the Payment/Return Election, however, only to the extent of its Allowed Secured  
11 Claim.

12 Class 9: Richard Lommen holds a Claim in the amount of \$131,636.12 (based on his  
13 filed Proof of Claim) secured by a lien in 4 trailers; four 2015 Forest River Cherokee 39P worth  
14 \$20,200.00 each, that are owned by the Debtor and which the JRS Group determined worth  
15 based, in part, on the website of the National Automobile Dealers Association  
16 (<http://www.nadaguides.com/RVs>). As a result, Richard Lommen holds a Secured Claim in the  
17 amount of \$80,800.00 and an Undersecured Claim in the amount of \$50,836.12.

18 Treatment: Richard Lommen shall have the Payment/Return Election and his Secured  
19 Claim will be treated depending on the option he selects. The Reorganized Debtor will have the  
20 right to return the trailer(s) which are the collateral for the holder of the Claim in this Class in  
21 full satisfaction of that Claim for a period of 90 days after the Effective Date.

22 Right to Convert Undersecured Claim Into Equity: Richard Lommen shall have the right  
23 to make the Conversion Election.

1       Retention of Lien: Richard Lommen shall retain his lien on his collateral if he has  
2 selected Option (a) of the Payment/Return Election, however, only to the extent of his Allowed  
3 Secured Claim.

4       Class 10: Michael and Michelle Zerbib hold a Claim in the amount of \$209,681.66  
5 (based on their filed Proof of Claim) secured by a lien in 6 trailers; two 2013 Forest River  
6 Cherokee 39P worth \$16,250.00 each, two 2014 Forest River Cherokee 39P worth \$18,150.00,  
7 and two 2014 Forest River Cherokee 39KT worth \$23,950.00 each, that are owned by the Debtor  
8 and which the JRS Group determined worth based, in part, on the website of the National  
9 Automobile Dealers Association (<http://www.nadaguides.com/RVs>). As a result, Michael and  
10 Michelle Zerbib hold a Secured Claim in the amount of \$116,700.00 and an Undersecured Claim  
11 in the amount of \$92,981.66.

12       Treatment: Michael and Michelle Zerbib shall have the Payment/Return Election and  
13 their Secured Claim will be treated depending on the option they select. The Reorganized Debtor  
14 will have the right to return the trailer(s) which are the collateral for the holder of the Claim in  
15 this Class in full satisfaction of that Claim for a period of 90 days after the Effective Date.

16       Right to Convert Undersecured Claim Into Equity: Michael and Michelle Zerbib shall  
17 have the right to make the Conversion Election.

18       Retention of Lien: Michael and Michelle Zerbib shall retain their lien on their collateral if  
19 they have selected Option (a) of the Payment/Return Election, however, only to the extent of  
20 their Allowed Secured Claim.

21       Class 11: RK Lending, LLC holds a Claim in the amount of \$34,058.73 (based on its  
22 filed Proof of Claim) secured by a lien in 1 trailer; 2015 Forest River Cherokee 39P, that is  
23 owned by the Debtor and which the JRS Group determined worth based, in part, on the website  
24 of the National Automobile Dealers Association (<http://www.nadaguides.com/RVs>). As a result,  
25  
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1 RK Lending holds a Secured Claim in the amount of \$20,200.00 and an Undersecured Claim in  
2 the amount of \$13,858.73.

3 Treatment: RK Lending shall have the Payment/Return Election and its Secured Claim  
4 will be treated depending on the option it selects. The Reorganized Debtor will have the right to  
5 return the trailer(s) which are the collateral for the holder of the Claim in this Class in full  
6 satisfaction of that Claim for a period of 90 days after the Effective Date.

7 Right to Convert Undersecured Claim Into Equity: RK Lending shall have the right to  
8 make the Conversion Election.

9 Retention of Lien: RK Lending shall retain its lien on its collateral if it has selected  
10 Option (a) of the Payment/Return Election, however, only to the extent of its Allowed Secured  
11 Claim.

12 Class 12: James and Tari Riley hold a Claim in the amount of \$473,297.55 (based on  
13 their filed Proof of Claim) secured by a lien in 13 trailers; twelve 2014 Forest River Cherokee  
14 39P worth \$18,150.00 each, that are owned by the Debtor and which the JRS Group determined  
15 worth based, in part, on the website of the National Automobile Dealers Association  
16 (<http://www.nadaguides.com/RVs>). As a result, James and Tari Riley hold a Secured Claim in  
17 the amount of \$217,800.00 and an Undersecured Claim in the amount of \$255,497.55.

18 Treatment: James and Tari Riley shall have the Payment/Return Election and their  
19 Secured Claim will be treated depending on the option they select. The Reorganized Debtor will  
20 have the right to return the trailer(s) which are the collateral for the holder of the Claim in this  
21 Class in full satisfaction of that Claim for a period of 90 days after the Effective Date.

22 Right to Convert Undersecured Claim Into Equity: James and Tari Riley shall have the  
23 right to make the Conversion Election.

1       Retention of Lien: James and Tari Riley shall retain their lien on their collateral if they  
2 have selected Option (a) of the Payment/Return Election, however, only to the extent of their  
3 Allowed Secured Claim.

4       Class 13: James Riley holds a Claim in the amount of \$405,821.06 (based on his filed  
5 Proof of Claim), which includes the Claim he acquired from another secured creditor named  
6 Daron Johnson, secured by a lien in 11 trailers; seven 2014 Forest River Cherokee 39P worth  
7 \$18,150.00 each, that are owned by the Debtor and which the JRS Group determined worth  
8 based, in part, on the website of the National Automobile Dealers Association  
9 (<http://www.nadaguides.com/RVs>). As a result, James Riley holds a Secured Claim in the  
10 amount of \$127,050.00 and an Undersecured Claim in the amount of \$278,771.06.

11       Treatment: James Riley shall have the Payment/Return Election and his Secured Claim  
12 will be treated depending on the option he selects. The Reorganized Debtor will have the right to  
13 return the trailer(s) which are the collateral for the holder of the Claim in this Class in full  
14 satisfaction of that Claim for a period of 90 days after the Effective Date.

15       Right to Convert Undersecured Claim Into Equity: James Riley shall have the right to  
16 make the Conversion Election.

17       Retention of Lien: James Riley shall retain his lien on his collateral if he has selected  
18 Option (a) of the Payment/Return Election, however, only to the extent of his Allowed Secured  
19 Claim.

20       Class 14: Scott Gould holds a Claim in the amount of \$162,793.54 (based on his filed  
21 Proof of Claim) secured by a lien in 5 trailers; two 2013 Forest River Cherokee 39P worth  
22 \$16,250.00 each, and three 2014 Forest River Cherokee 39P worth \$18,150.00 each, that are  
23 owned by the Debtor and which the JRS Group determined worth based, in part, on the website  
24 of the National Automobile Dealers Association (<http://www.nadaguides.com/RVs>). As a result,  
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1 Scott Gould holds a Secured Claim in the amount of \$86,950.00 and an Undersecured Claim in  
2 the amount of \$75,843.54.

3 Treatment: Scott Gould shall have the Payment/Return Election and his Secured Claim  
4 will be treated depending on the option he selects. The Reorganized Debtor will have the right to  
5 return the trailer(s) which are the collateral for the holder of the Claim in this Class in full  
6 satisfaction of that Claim for a period of 90 days after the Effective Date.

7 Right to Convert Undersecured Claim Into Equity: Scott Gould shall have the right to  
8 make the Conversion Election.

9 Retention of Lien: Scott Gould shall retain his lien on his collateral if he has selected  
10 Option (a) of the Payment/Return Election, however, only to the extent of his Allowed Secured  
11 Claim.

12 Class 15: Frank Loveccio holds a Claim in the amount of \$137,058.59 (based on the  
13 Debtor's schedules) secured by a lien in 6 trailers estimated to be worth \$60,000.00. As a result,  
14 Frank Loveccio holds a Secured Claim in the amount of \$60,000.00 and an Undersecured Claim  
15 in the amount of \$77,058.59.

16 Treatment: Frank Loveccio shall have the Payment/Return Election and his Secured  
17 Claim will be treated depending on the option he selects. The Reorganized Debtor will have the  
18 right to return the trailer(s) which are the collateral for the holder of the Claim in this Class in  
19 full satisfaction of that Claim for a period of 90 days after the Effective Date.

20 Right to Convert Undersecured Claim Into Equity: Frank Loveccio shall have the right to  
21 make the Conversion Election.

22 Retention of Lien: Frank Loveccio shall retain his lien on his collateral if he has selected  
23 Option (a) of the Payment/Return Election, however, only to the extent of his Allowed Secured  
24 Claim.



1        Class 16: Ken Klockenga holds a Claim in the amount of \$131,837.50 (based on the  
2 Debtor's schedules) secured by a lien in 7 trailers estimated to be worth \$70,000.00. As a result,  
3 Ken Klockenga holds a Secured Claim in the amount of \$70,000.00 and an Undersecured Claim  
4 in the amount of \$61,837.50.

5        Treatment: Ken Klockenga shall have the Payment/Return Election and his Secured  
6 Claim will be treated depending on the option he selects. The Reorganized Debtor will have the  
7 right to return the trailer(s) which are the collateral for the holder of the Claim in this Class in  
8 full satisfaction of that Claim for a period of 90 days after the Effective Date.

9        Right to Convert Undersecured Claim Into Equity: Ken Klockenga shall have the right to  
10 make the Conversion Election.

11        Retention of Lien: Ken Klockenga shall retain his lien on his collateral if he has selected  
12 Option (a) of the Payment/Return Election, however, only to the extent of his Allowed Secured  
13 Claim.

14        Class 17: Kurt Klockenga holds a Claim in the amount of \$75,000.00 (based on the  
15 Debtor's schedules) secured by a lien in 3 trailers estimated to be worth \$30,000.00. As a result,  
16 Kurt Klockenga holds a Secured Claim in the amount of \$30,000.00 and an Undersecured Claim  
17 in the amount of \$45,000.00.

18        Treatment: Kurt Klockenga shall have the Payment/Return Election and his Secured  
19 Claim will be treated depending on the option he selects. The Reorganized Debtor will have the  
20 right to return the trailer(s) which are the collateral for the holder of the Claim in this Class in  
21 full satisfaction of that Claim for a period of 90 days after the Effective Date.

22        Right to Convert Undersecured Claim Into Equity: Kurt Klockenga shall have the right to  
23 make the Conversion Election.

1       Retention of Lien: Kurt Klockenga shall retain his lien on his collateral if he has selected  
2 Option (a) of the Payment/Return Election, however, only to the extent of his Allowed Secured  
3 Claim.

4       Class 18: SJG Consulting holds a Claim in the amount of \$41,254.00 (based on the  
5 Debtor's schedules) secured by a lien in 2 trailers estimated to be worth \$20,000.00. As a result,  
6 SJG Consulting holds a Secured Claim in the amount of \$40,000.00 and an Undersecured Claim  
7 in the amount of \$78,855.35.

8       Treatment: SJG Consulting shall have the Payment/Return Election and will receive its  
9 Secured Claim will be treated depending on the option it selects. The Reorganized Debtor will  
10 have the right to return the trailer(s) which are the collateral for the holder of the Claim in this  
11 Class in full satisfaction of that Claim for a period of 90 days after the Effective Date.

12       Right to Convert Undersecured Claim Into Equity: SJG Consulting shall have the right to  
13 make the Conversion Election.

14       Retention of Lien: SJG Consulting shall retain its lien on its collateral if it has selected  
15 Option (a) of the Payment/Return Election, however, only to the extent of its Allowed Secured  
16 Claim.

17       Class 19: 8383 East Evans, LLC holds a Claim in the amount of \$118,855.35 (based on  
18 the Debtor's schedules) secured by a lien in 4 trailers estimated to be worth \$40,000.00. As a  
19 result, the 8383 East Evans holds a Secured Claim in the amount of \$40,000.00 and an  
20 Undersecured Claim in the amount of \$78,855.35.

21       Treatment: 8383 East Evans shall have the Payment/Return Election and will receive its  
22 Secured Claim will be treated depending on the option it selects. The Reorganized Debtor will  
23 have the right to return the trailer(s) which are the collateral for the holder of the Claim in this  
24 Class in full satisfaction of that Claim for a period of 90 days after the Effective Date.

1           Right to Convert Undersecured Claim Into Equity: 8383 East Evans shall have the right  
2 to make the Conversion Election.

3           Retention of Lien: 8383 East Evans shall retain its lien on its collateral if it has selected  
4 Option (a) of the Payment/Return Election, however, only to the extent of its Allowed Secured  
5 Claim.

6           Class 20: James Orders holds a Claim in the amount of \$18641.59 (based on Debtor's  
7 Schedule D). Due to the fraud and conversion of Blaicher and Kaebisch, the Debtor failed to  
8 purchase the trailer that was to be the collateral for James Orders. As a result, the entirety of  
9 this Claim is Unsecured.

10          Treatment: James Orders shall have the right to convert all or a portion of its Claim into  
11 equity in the Reorganized Debtor using the Equity Conversion Ratio or to receive payments as  
12 the holder of an Unsecured Claim in Class 23 for the portion of its Claim not converted into  
13 equity.

14          Class 21: This Class consists of the Allowed Secured Claim of Ally Financial is the  
15 amount of \$40,693.64 secured by a 2015 Ford F550 truck believed to be in the possession of and  
16 used by Blaicher or Kaebisch. On the Effective Date, the Reorganized Debtor, if it is in the  
17 possession of this vehicle, will surrender it to Ally Financial in full and complete satisfaction of  
18 this Claim. The Reorganized Debtor shall have no financial obligations and shall make no  
19 payments to Ally Financial after the Effective Date even if it is not able to surrender this truck  
20 because it is in the possession of Blaicher or Kaebisch. Ally Financial shall have all of its state  
21 law rights and remedies against any person in possession of this vehicle after the Effective Date.

22          Class 22: This Class consists of the Allowed Secured Claim of Ally Financial is the  
23 amount of \$47,095.00 secured by a 2015 Ford F250 truck believed to be in the possession of and  
24 used by Blaicher or Kaebisch. On the Effective Date, the Reorganized Debtor, if it is in the  
25 possession of this vehicle, will surrender it to Ally Financial in full and complete satisfaction of  
26

1 this Claim. The Reorganized Debtor shall have no financial obligations and shall make no  
2 payments to Ally Financial after the Effective Date even if it is not able to surrender this truck  
3 because it is in the possession of Blaicher or Kaebisch. Ally Financial shall have all of its state  
4 law rights and remedies against any person in possession of this vehicle after the Effective Date.

5 Class 23: This Class shall consist of the holders of Allowed Unsecured Claims not  
6 entitled to priority under the Code, including the holders of Undersecured Claims to the extent  
7 each such creditor does not make the Conversion Election. Each holder of an Allowed Claim in  
8 Class 23 will be paid an amount equal to twenty percent of his, her or its Allowed Claim in equal  
9 quarterly payments over five years beginning on the date which is 90 days after the Effective  
10 Date.

11 Class 24: This class shall consist of the holders of Equity Interests. Upon the Effective  
12 Date, all of the prepetition Equity Interests held by Kaebisch and Blaicher will be terminated.  
13 Kaebisch and Blaicher shall have the right to contribute new value and purchase shares in the  
14 Reorganized Debtor by paying a minimum of \$50,000 cash on the Effective Date for each block  
15 of 50,000 shares of stock in the Reorganized Debtor.

## 16 **2. Disputed Classified Claims**

17 The Reorganized Debtor may file on or before sixty (60) days from the Effective Date of  
18 the Plan (a) an objection to any claim, (b) a motion to determine the extent, priority, or amount  
19 of any secured or other claim, or (c) a complaint to determine the validity, priority or extent of  
20 any lien or other interest in property of the Debtor's Estate. Copies of responsive pleadings to all  
21 such objections, motions, or complaints must be served upon the person identified in any  
22 objection, motion or complaint as the lawyer for the Reorganized Debtor.

23 Where objections are made to any claim or to any motions or proceedings filed in regard  
24 to any lien, claim, or privilege, any payments or distributions of securities that are due in  
25 accordance with the Plan shall be held in trust by the Reorganized Debtor, subject to the  
26

1 Bankruptcy Court's jurisdiction, in an interest-bearing or escrow account or accounts in Phoenix,  
2 Arizona, which account or accounts shall be federally insured (in the event of a distribution of a  
3 cash payment) and segregated unless otherwise stated herein or, in the alternative, one or more of  
4 the following will be provided: (a) a letter of credit or other bond; or (b) certificates of deposit or  
5 other security satisfactory to the Court to assure the payment of the claim.

6 Within thirty (30) days after entry of a non-appealable Final Order resolving any disputed  
7 claim, lien or privilege, payment, including accrued interest, or securities shall be distributed to  
8 the claimant (subject to the terms of the Plan) or any other entity entitled to distribution in  
9 accordance with the Bankruptcy Court's order.

### 10 **3. Penalty Claims**

11 No creditor, whether secured, unsecured, priority, or nonpriority, shall be entitled to any  
12 fine, penalty, exemplary or punitive damages, late charges, default interest, or any other  
13 monetary charge relating to or arising from any act or omission by the Debtors, and any claim for  
14 such sums shall be deemed disallowed, whether or not a specific objection to the allowance of  
15 such sums is filed. Creditors with Allowed Secured Claims shall be entitled to reasonable  
16 attorneys' fees and interest at a non-default rate, subject to the limitations of Section 506 of the  
17 Bankruptcy Code.

## 18 **F. GENERAL PROVISIONS CONCERNING THE CONSEQUENCES OF** 19 **CONFIRMATION**

### 20 **1. Postconfirmation Business Operations**

21 Postconfirmation Business Operations are discussed in Article VIII.

### 22 **2. Ownership of the Debtor's Assets**

23 As of the Effective Date of the Plan, all property belonging to the Debtor or the Estate,  
24 including all Claims and Cause of Action against Mr. Blaicher and Mr. Kaebisch, their wives,  
25 RPOD and other persons, as well as all other leases and executory contracts not rejected under  
26

1 the terms of this Plan shall be transferred to the Reorganized Debtor. In addition, except as  
2 otherwise provided in the Plan or the Confirmation Order, entry of the Confirmation Order shall  
3 vest in the Reorganized Debtor, as of the Effective Date, all assets acquired pursuant to this Plan.  
4 Upon such transfer, the Reorganized Debtor shall own all such property free and clear of all  
5 liens, claims and interests of any person or entity, except as specifically provided in the Plan or  
6 the Order Confirming the Plan.

### 7 **3. Continuation and Termination of Security Interests**

8 To the extent provided in the Plan or in the Confirmation Order, all creditors possessing  
9 Allowed Secured Claims shall retain their liens on any of their collateral the Reorganized Debtor  
10 acquire to secure payment of all cash or other property to be distributed to them pursuant to the  
11 terms of the Plan. Such liens on the Reorganized Debtor's property shall be deemed relinquished  
12 and reconveyed to the Reorganized Debtor upon the payment to the holders of such liens of all  
13 money, property, or securities due them in satisfaction of their allowed, secured claims pursuant  
14 to the terms of the Plan. Unless otherwise specifically provided in the Plan or the Confirmation  
15 Order, any creditor asserting a Secured Claim shall not retain a lien on their Collateral to be  
16 acquired by the Reorganized Debtor.

17 Moreover, once any lien is deemed relinquished and reconveyed to the Reorganized  
18 Debtor pursuant to the terms of the Plan, the creditor who had claimed such lien shall  
19 immediately deliver to the Reorganized Debtor all documents, properly signed and notarized,  
20 needed to document the release of the lien according to any applicable state or federal law. If the  
21 required documentation is not supplied **within one (1) week** after demand therefor has been  
22 made, the Reorganized Debtor may act as the attorney in fact for that creditor, as set forth above,  
23 to execute and record such documents on behalf of that creditor or seek an order from the  
24 Bankruptcy Court enforcing the lien release provisions of the Plan or entry of an order declaring  
25 the lien to be released or void.

1 Except as stated previously herein, all security interests and liens of any kind in any  
2 Property the Reorganized Debtor acquires under the Plan shall terminate and shall be deemed to  
3 have terminated and been released upon the Effective Date of the Plan.

#### 4 **4. Retained Right to Enforce Causes of Action**

5 Nothing contained in this Disclosure Statement or the Plan shall prevent the Debtor from  
6 enforcing any causes of action, including but not limited to those against Kaebisch, Blaicher,  
7 their wives and RPOD, they may possess prior to Confirmation of the Plan or the Reorganized  
8 Debtor from enforcing any cause of action, including any avoidance actions that may exist by  
9 operation of 11 U.S.C. §§ 542 through 551, and they acquire as the result of Confirmation of the  
10 Plan.

#### 11 **5. Insurance**

12 The Reorganized Debtor shall maintain insurance on their tangible personal and real  
13 property, though JRS believes no real property to exist, in an amount not less than the fair market  
14 value of that property and shall keep its property in good repair, reasonable wear and tear  
15 excepted.

#### 16 **6. Satisfaction of Claims and Interests**

17 All classes of Allowed Claims and Allowed Interests shall receive the distributions set  
18 forth herein on account of and in complete satisfaction of those Allowed Claims and Interests.  
19 Without limiting the foregoing, upon the Effective Date of the Plan, each holder (and each  
20 successor of a holder) of a Claim or an Interest shall be deemed to have waived, relinquished and  
21 released any and all of its rights and claims against the Debtor and any and all liens in or against  
22 its Collateral in exchange for the consideration provided by this Plan, except as provided in the  
23 Plan or the Order Confirming the Plan.

1                   **7. Binding Nature of the Plan**

2           Upon the entry of the Order Confirming the Plan, the Plan shall bind the Debtor, all  
3 entities that are to acquire any property under the Plan, all creditors, and all equity security  
4 holders, whether or not their claims and interests are impaired under the Plan and whether or not  
5 they have accepted the Plan, as determined by § 1141(a) of the Bankruptcy Code.

6           This means, in part, that, except as provided by an express order of the Bankruptcy Court  
7 or pursuant to the terms of the Plan or the Order Confirming the Plan, all judicial, administrative  
8 or other actions or proceedings pending against the Debtor or arising out of claims accrued prior  
9 to the confirmation of the Plan shall be permanently enjoined. Certain other claims shall be  
10 deemed released and other acts and actions as further specified in the Plan shall be enjoined.

11                   **8. Termination of the Automatic Stay and Discharge**

12           The automatic stay imposed by 11 U.S.C. §362(a) shall terminate when the Order  
13 Confirming the Plan becomes nonappealable. Except as otherwise provided herein or in the  
14 Confirmation Order, the rights afforded in this Plan and the payments and distributions to be  
15 made hereunder shall discharge and release all existing debts and Claims, and terminate all  
16 Equity Interests, of any kind, nature or description whatsoever against or in the Debtor, the  
17 Reorganized Debtor, any of their assets or properties. Except as provided in this Plan, upon the  
18 Effective Date, all Claims against and Equity Interests in the Debtor, regardless of whether or not  
19 (1) a proof of Claim or Equity Interest has been filed or is or was deemed filed, (2) such Claim or  
20 Equity Interest was listed on any of the Debtor' Schedules, (3) such Claim or Equity Interest was  
21 Allowed, or (4) the holder of such Claim or Equity Interest has voted to accept or reject this Plan,  
22 shall be, and shall be deemed to be, discharged, released and terminated, and all holders of  
23 Claims and Equity Interests shall be precluded and enjoined from asserting against the Debtor,  
24 the Estate, the Reorganized Debtor, any member of the JRS Group or any of their assets or  
25 properties, any other or further Claim or Equity Interest based upon any act or omission,



1 transaction, or other activity of any kind or nature that occurred prior to the Effective Date,  
2 whether or not such holder has filed a Proof of Claim or Proof of Equity Interest. Upon the  
3 Effective Date, all such persons shall be forever precluded and enjoined, pursuant to 11 U.S.C.  
4 §524, from prosecuting or asserting any such discharged Claim against Debtor, the Estate the  
5 Reorganized Debtor, any member of the JRS Group or any of their Property. Furthermore, any  
6 person who has contractually agreed to release any Claims against the Debtor and any liens or  
7 interests in any Collateral shall be deemed to have released any such Claims and liens or interests  
8 in any such Collateral upon entry of the Confirmation Order. Upon the entry of the  
9 Confirmation Order, all holders of Claims and Equity Interests and other parties in interest, along  
10 with their respective present or former employees, agents, officers, directors or principals, shall  
11 be enjoined from taking any actions to interfere with the implementation or consummation of  
12 this Plan.

#### 13 **ARTICLE IX - (FINANCIAL INFORMATION)**

14 The financial information contained in this Disclosure Statement is based upon a variety  
15 of sources, documents, estimates and assumptions which were prepared by Debtor and/or  
16 persons working for Debtor, not JRS, and JRS has not verified or tested the accuracy of that  
17 information. Much of the information comes from documents obtained by JRS through the  
18 bankruptcy discovery process and monthly operating reports filed by the Debtor. Assuming that  
19 information was reasonable at the time the materials were prepared, the information may not  
20 prove to have been correct or accurate over time and are inherently subject to significant  
21 business, economic, competitive uncertainties and contingencies, many of which are beyond the  
22 control of JRS and the Debtor. Thus, it is cautioned that no representations can be made as to the  
23 accuracy of any information contained herein or the Reorganized Debtor's ability to pay all of  
24 the amounts which the Plan provides they are required to pay to creditors. There is no guarantee  
25 or other assurance of the actual results that will occur in this case and nothing herein or in the  
26

1 Plan may be construed as a guarantee, promise, or representation by JRS that Debtors will, in  
2 fact, perform in the manner required by the Plan or pay all amounts they owe to the Creditors.

3 **ARTICLE X - (RISKS FACTORS TO BE CONSIDERED IN VOTING TO**  
4 **ACCEPT THE PLAN)**

5 **A. GENERAL FACTORS AFFECTING THE REORGANIZED DEBTORS.**

6 The Reorganized Debtor's ability to perform its obligations under the Plan is subject to  
7 various factors and contingencies, some of which are described in this section. The following  
8 discussion summarizes only certain material risks associated with the Plan and Reorganized  
9 Debtor and is not exhaustive. Moreover, this section should be read in connection with the other  
10 disclosures contained in the Plan and this Disclosure Statement. Each holder of a Claim and/or  
11 Interest, in conjunction with its advisors, should supplement the following discussion by  
12 analyzing and evaluating the Plan and this Disclosure Statement as a whole.

13 **1. Business Competition**

14 The temporary housing industry is competitive and requires a high degree of knowledge,  
15 organization, logistical expertise, and financial acumen. The Reorganized Debtor will  
16 undoubtedly encounter competition from other businesses attempting to exploit the same markets  
17 which will be the focus of the Reorganized Debtor's attention.

18 **2. General Economic Conditions**

19 The Debtors will be exposed to risks related to potential slowdown in the national and  
20 global economies, which can be due to many factors, including concerns about inflation, reduced  
21 corporate profits and capital spending. If economic conditions worsen, the Reorganized Debtor's  
22 financial condition may be materially and adversely affected.

23 **ARTICLE XI - (TAX CONSEQUENCES)**

24 JRS is not aware of any federal tax consequences of the Plan to the Debtor, the  
25 Reorganized Debtor and investors typical of the holders of claims or interests in this case. JRS  
26

1 has not obtained a tax opinion at this time and therefore expresses no opinion as to the tax  
2 consequences of confirmation or implementation of the Plan to the holder of any Claim or  
3 Interest. BECAUSE NO PROPONENT OF THE PLAN EXPRESSES ANY OPINION AS TO  
4 THE TAX CONSEQUENCES OF THE PLAN, IN NO EVENT WILL JRS, ITS PRINCIPALS  
5 OR ITS PROFESSIONAL ADVISORS, BE LIABLE IF, FOR ANY REASON, THE TAX  
6 CONSEQUENCES OF THE PLAN ARE NOT AS ANTICIPATED BY CREDITORS AND  
7 EQUITY INTEREST HOLDERS. THE DEBTOR'S CREDITORS AND EQUITY INTEREST  
8 HOLDERS MUST LOOK SOLELY TO AND RELY SOLELY UPON THEIR OWN  
9 ADVISORS AS TO THE TAX CONSEQUENCES OF THE PLAN.

#### 10 **ARTICLE XII - (IMPLEMENTATION OF THE PLAN)**

11 The Plan will be implemented, in part, as follows:

12 A. On the Effective Date, all property belonging to the Debtor and the Estate,  
13 including all of the Claims and Causes of Action described above, any and all leases associated  
14 with that property, not rejected as set forth above, will be transferred to the Reorganized Debtor  
15 free and clear of any liens, claims and encumbrances except to the extent set forth above.

16 B. Lawsuits will be filed and prosecuted against Blaicher, Kaebisch, their wives and  
17 RPOD and other persons the Reorganized Debtor believes are liable to it as set forth more fully  
18 above.

19 B. The Debtor shall become the Reorganized Debtor.

20 C. Any person entitled to be issued Equity Interests in the Reorganized Debtor shall  
21 receive those Interests in accordance with the terms of this Plan.

#### 22 **ARTICLE XIII - (ALTERNATIVES TO THE PLAN)**

23 An analysis of what holders of Allowed Claims and Allowed Interests would receive if  
24 the Debtor's assets were liquidated in a case under Chapter 7 of the Code is attached hereto  
25 **Exhibit 3.** As illustrated therein, under a liquidation scenario, both holders of Allowed  
26

1 Unsecured Claims and Allowed Interests would receive no distribution. Conversely, under the  
2 proposed Plan, each unsecured creditor holding an Allowed Claim, including those holding  
3 Undersecured Claims to the extent they do not make the Conversion Election, will receive  
4 payments equaling twenty percent of their Claims over time.

5 The Debtor has identified no viable alternative to the Plan. Its Chapter 11 Plan would  
6 pay the Secured Creditors and Unsecured Creditors substantially less than they will receive  
7 under this Plan. In addition, the Debtor's Plan is not feasible and not confirmable for a number  
8 of reasons. Dismissal would leave the Debtors' secured creditors free to enforce their liens under  
9 applicable state and non-bankruptcy federal law. Unsecured creditors would receive nothing in  
10 that situation as well.

#### 11 **ARTICLE XIV - (MODIFICATION OF AND AMENDMENTS TO THE PLAN)**

12 Prior to the entry of the Order Confirming this Plan, the JRS Group may propose  
13 amendments or modifications in accordance with 11 U.S.C. §1127(a). After confirmation, the  
14 Reorganized Debtor may amend this Plan in the manner provided by Section 1127(b) of the  
15 Bankruptcy Code. The Bankruptcy Court may, at any time, so long as it does not materially or  
16 adversely affect the interests of creditors and equity interest holders, remedy defects and  
17 omissions or reconcile any inconsistencies herein or in the Order Confirming the Plan as may be  
18 appropriate to effectuate this Plan.

#### 19 **ARTICLE XV - (REMEDIES FOR DEFAULTS BY THE REORGANIZED** 20 **DEBTORS)**

21 If the Reorganized Debtor fails to comply with the terms hereof, the holders of Allowed  
22 Claims in any class materially harmed thereby may proceed against the Reorganized Debtor and  
23 its property to enforce the Plan, taking any action permissible under federal or state law, in any  
24 court of competent jurisdiction.

1 With respect to holders of liens on the Reorganized Debtor's property, such creditors may  
2 act in accordance with any applicable and existing mortgage, deed of trust, security agreement,  
3 or other instrument evidencing a lien or encumbrance on their collateral.

4 **ARTICLE XVI -(RETENTION OF BANKRUPTCY COURT JURISDICTION)**

5 Following confirmation of the Plan, the Bankruptcy Court shall retain, without limitation,  
6 jurisdiction to insure that the purposes and intent of the Plan are carried out. Without limiting  
7 the generality of the foregoing, the Bankruptcy Court will retain jurisdiction, until the Plan is  
8 fully consummated, for the following purposes:

9 Following confirmation of the Plan, the Bankruptcy Court shall retain, without limitation,  
10 jurisdiction to ensure that the purposes and intent of the Plan are carried out. Without limiting  
11 the generality of the foregoing, the Bankruptcy Court will retain jurisdiction, until the Plan is  
12 fully consummated, for the following purposes:

13 1. Deciding the proper classification of any claim, determining the proper allowance  
14 subordination and liquidation for purposes of distribution of claims estimated for purposes of  
15 voting, and resolving objections to claims and Interests, and the reexamination of Allowed  
16 Claims for purposes of determining acceptances at the time of Confirmation, and the  
17 determination of such objections as may be filed;

18 2. Resolving all disputes regarding title to assets of the Debtor and all disputes  
19 arising under the Bankruptcy Code and to determine all questions and disputes regarding assets  
20 of the Estate, and all causes of action, controversies, disputes, or conflicts, known or unknown,  
21 whether or not subject to action pending as of the Confirmation Date, between Debtor or the  
22 Reorganized Debtor and any other party, including but not limited to, the right to recover assets,  
23 avoid transfers, recover fraudulent transfers, offset claims, recover money or property from any  
24 party or return assets which were or are the property of the Estates or asset of the Debtor existing  
25 as of the date of the Final Confirmation Order pursuant to the provisions of the Bankruptcy Code.

1           3.     Hearing all matters and deciding all issues regarding the prosecution by the  
2 Reorganized Debtor of any Complaints or causes of action and preference claims against any  
3 person and Objections to any Claims of creditors and such jurisdiction shall continue after the  
4 closing of these cases.

5           4.     Correcting of any defect, curing any omission, or reconciling any inconsistency  
6 between the Plan and the Order Confirming the Plan as may be appropriate to effectuate the  
7 purposes and intent of the Plan;

8           5.     Modifying the Plan after confirmation;

9           6.     Determining the appropriateness of the release of any lien;

10          7.     Enforcing and interpreting the terms and conditions of the Plan, or any other  
11 documentation effectuating the Plan and all controversies and disputes that may arise in  
12 connection with the enforcement, interpretation or consummation of the Plan;

13          8.     Resolve any claims or causes of action, including any avoidance actions arising by  
14 operation of U.S.C. §§ 542 through 551, against any creditors or equity security holders held by  
15 the Debtors, or any creditors of the Debtor;

16          9.     Determining any claim entitled to priority under Section 507 of the Bankruptcy  
17 Code;

18          10.    Entering any order required to close the Debtor's case;

19          11.    Determining all matters relating to the assumption, assignment, or rejection of  
20 executory contracts and unexpired leases, including claims for damages from the rejection of any  
21 executory contract or unexpired lease within such time as the Bankruptcy Court may direct;

22          12.    The Bankruptcy Court may liquidate or estimate damages or determine the  
23 manner and time for such liquidation or estimation in connection with any contingent, disputed,  
24 or unliquidated Claims;

13. The Court may shorten or extend, for cause, the time fixed for doing any act or thing under the Plan, on such notice as the Bankruptcy Court shall determine to be appropriate;

14. The Court may enter any order, including injunctions, necessary to enforce the title, rights, and powers of the Reorganized Debtor, and to impose such limitations, restrictions, terms and conditions on such title, rights, and powers as the Bankruptcy Court may deem appropriate; and

15. The Court may determine such other matters as may be provided in the Confirmation Order or as may be authorized under the Bankruptcy Code.

**ARTICLE XVII - (RECOMMENDATION AND CONCLUSION)**

JRS believes that Plan confirmation and implementation are preferable to any feasible alternative because the Plan will provide entities holding Claims and Interests with substantially greater recoveries than the alternatives. **Accordingly, JRS urges entities that hold impaired Claims or Interests to vote to ACCEPT the Plan by checking the box marked “Accept” on their Ballots and then returning the Ballots to JRS as directed in the Plan and Disclosure Statement.**

RESPECTFULLY SUBMITTED this 8<sup>th</sup> day of September 2017

**TIFFANY & BOSCO, P.A.**

/s/ Christopher R. Kaup

Christopher R. Kaup  
2525 East Camelback Road, Seventh Floor  
Phoenix, Arizona 85016  
*Attorneys for the JRS Group*

1 **FOREGOING** electronically filed with the  
2 Bankruptcy Court on this 8<sup>th</sup> day of  
3 September, 2017.

4 **COPIES** served by the Court's electronic  
5 notification system if marked with and "\*" or  
6 otherwise mailed, on this or the next business  
7 day to:

8 Carolyn J. Johnsen  
9 Katherine Anderson Sanchez  
10 Dickinson Wright PLLC  
11 1850 N. Central Avenue, Suite 1400  
12 Phoenix, Arizona  
13 [cjohnsen@dickinsonwright.com](mailto:cjohnsen@dickinsonwright.com)  
14 [ksanchez@dickinsonwright.com](mailto:ksanchez@dickinsonwright.com)  
15 *Attorneys for Debtor\**

OnSite Temp Housing Corporation  
43912 N. Black Canyon Hwy  
Maricopa County, Arizona 85087

Mailing Address  
POB 73367  
Phoenix, Arizona 85050  
*Debtor*

11 Christopher J Pattock  
12 Office of the U.S. Trustee  
13 230 N. First Ave., #204  
14 Phoenix, Arizona 85003-1706  
15 Email: [Christopher.J.Pattock@usdoj.gov](mailto:Christopher.J.Pattock@usdoj.gov)  
16 *Attorneys for The U.S. Trustee\**

Richard B. Murphy  
Murphy Karber Cordier PLC  
2025 N Third Street, Suite 200  
Phoenix, Arizona 85004  
Email: [rich@mkcfirm.com](mailto:rich@mkcfirm.com)  
*Attorney for HD Supply Waterworks, Ltd.\**

15 Office of the U.S. Trustee  
16 230 N. First Avenue, Suite 204  
17 Phoenix, Arizona 85003  
18 *U.S. Trustee*

Timothy H. Shaffer  
Clotho Corporate Recovery, LLC  
Morris Anderson & Associates, LTD  
6929 N. Hayden Rd, Suite C-4  
Box 402  
Scottsdale, Arizona 85250  
Email: [tim@clothoeq.us](mailto:tim@clothoeq.us);  
[TShaffer@morrisanderson.com](mailto:TShaffer@morrisanderson.com);  
*Debtor's Chief Restructuring Officer*

20 Securities and Exchange Commission\*  
21 Attn: Bankruptcy Counsel  
22 444 S. Flower Street, Suite 900  
23 Los Angeles, CA 90071

24 /s/ Louis A. Lofredo



# **EXHIBIT “1”**

Christopher R. Kaup, State Bar No. 014820

**TB** **TIFFANY & BOSCO**  
P.A.

Seventh Floor, Camelback Esplanade II  
2525 East Camelback Road  
Phoenix, Arizona 85016  
Telephone: (602) 255-6000  
Facsimile: (602) 255-0103  
Email: [crk@tblaw.com](mailto:crk@tblaw.com)  
*Attorneys for the JRS Group*

**UNITED STATES BANKRUPTCY COURT**

**FOR THE DISTRICT OF ARIZONA**

In re:

**Chapter 11**

**ON SITE TEMP HOUSING  
CORPORATION,**

Case No. 2:16-BK-10790-PS

**Debtor.**

**THE JRS GROUP'S  
CHAPTER 11 PLAN OF REORGANIZATION**

The JRS Group<sup>1</sup>, secured creditors and unsecured creditors in the above-captioned bankruptcy case, proposes the following Chapter 11 Plan of Reorganization.

<sup>1</sup> The "JRS Group" consists of JRS Funding, L.L.C., James Riley, Joseph Zerbib and Diane Zerbib, Michael Zerbib and Michelle Zerbib, David Riley, Richard T. Lommen as Trustee of the Richard T. Lommen Jr. 2004 Revocable Trust, Scott A. Gould, Gould Investments, L.L.C., L Lindell, LLC, Katherine McClerkin, 3 Dog Lending, LLC, RK Lending, LLC and Empire J. Investments, LLC.

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1 **ARTICLE I - (DEFINITIONS)**

2 **A. DEFINED TERMS**

3 Subject to the qualifications contained in Article I, Paragraph B below, the  
4 following terms are defined as follows whenever they appear as capitalized terms and are used in  
5 this Plan (hereinafter "Plan") and the JRS Group's Disclosure Statement ("Disclosure  
6 Statement"). For purposes of the Plan and such defined terms, the singular and plural uses of  
7 such defined terms and the conjunctive and disjunctive uses thereof will be fungible and  
8 interchangeable (unless the context otherwise requires); and the defined terms will include  
9 masculine, feminine, and neuter genders. Any term used in this Plan that is not defined herein,  
10 but is defined in the Bankruptcy Code or the Bankruptcy Rules, shall have the meaning ascribed  
11 to that term in the Bankruptcy Code or the Bankruptcy Rules.

12 1. "Administrative Claim" shall mean a Claim for administrative costs or  
13 expenses entitled to priority under Section 507(a)(1) or (b) of the Bankruptcy Code, including,  
14 without limitation, the actual, necessary costs and expenses of preserving the estate and  
15 operating the business of the Debtor. Such sums shall include wages, salaries or commissions  
16 due employees and others for services rendered after the commencement of the Case,  
17 compensation for legal and other professional services and reimbursement of expenses awarded  
18 under Sections 330(a) or 331 of the Code and all lawful fees and charges assessed against the  
19 estate under title 28 of the United States Code.

20 2. "ADOR" shall mean the Arizona Department of Revenue.

21 3. "Allowed Administrative Claim" shall mean all or that portion of a Claim  
22 which both constitutes an Allowed Claim and which has been specifically allowed as an  
23 "Administrative Claim" pursuant to 11 U.S.C. §507(a)(1) or (b).

24 4. "Allowed Amount" shall mean the amount of any Allowed Claim  
25 recognized by the Debtor as valid or allowed by a Final Order of this Court.  
26

1                   5.     “Allowed Claim or Allowed Interest” shall mean a Claim or Interest  
2 having the following characteristics:

3                   a)     Either such Claim or Interest was listed in the Chapter 11  
4 Schedules of the Debtor filed with the United States Bankruptcy Court for the District of  
5 Arizona (hereafter, the “Court”) pursuant to Section 521 of the Code; and (1) such Claim or  
6 Interest was not identified in those schedules as “disputed”, “contingent” or “unliquidated”; or  
7 (2) proof of such Claim or Interest has been filed with the Court in the time and in the manner  
8 prescribed by the Court, the Code and the Federal Rules of Bankruptcy Procedure; and

9                   b)     No objection to the allowance of such Claim or Interest has been  
10 interposed within the periods of limitation fixed by the Court, the Code or the Federal Rules of  
11 Bankruptcy Procedure or any order resolving any objection to the allowance of such Claim or  
12 Interest has become a Final Order.

13                  6.     “Allowed Secured Claim” shall mean all or that portion of a Claim which  
14 both constitutes an Allowed Claim and which has been specifically allowed as a “secured claim”  
15 pursuant to Section 506(a) of the Code.

16                  7.     “Allowed Priority Claim” shall mean all or that portion of a Claim which  
17 both constitutes an Allowed Claim and which is entitled to priority under Section 507(a), except  
18 for those Allowed Claims entitled to priority under Section 507(a)(8).

19                  8.     “Allowed Priority Tax Claim” shall mean all or that portion of a Claim  
20 which both constitutes an Allowed Claim and which is entitled to priority under Section  
21 507(a)(8).

22                  9.     “Allowed Unsecured Claim” shall mean an Allowed Claim which is not  
23 an Allowed Administrative Claim, an Allowed Secured Claim, an Allowed Priority Claim or an  
24 Allowed Priority Tax Claim.

1           10.    “Avoidance Claim” means a claim or cause of action of a bankruptcy  
2 estate to avoid transfers made by the debtor to the extent such claim arises under §§ 544-551 of  
3 the Bankruptcy Code.

4           11.    “Bankruptcy Code” or “Code” shall mean the federal statutes commonly  
5 referred to as the “Bankruptcy Code” and which are set forth in Title 11 of the United States  
6 Code (11 U.S.C. § 101, *et seq.*).

7           12.    “Bankruptcy Court” shall mean the United States Bankruptcy Court for  
8 the District of Arizona or the United States District Court, District of Arizona, if and when a  
9 district judge is acting as a trial judge and not an appellate judge in this Case.

10          13.    “Blaicher” shall mean Brad Blaicher, an Equity Holder of the Debtor.

11          14.    “Case” shall mean the above-captioned Chapter 11 bankruptcy cases of  
12 Debtor, pending in the United States Bankruptcy Court for the District of Arizona, under Case  
13 No. 2:16-bk-10790-PS.

14          15.    “Claim” shall mean a “claim,” as defined by Section 101(5) of the Code,  
15 against the Debtor, against property of the Debtor or against property of the Estate.

16          16.    “Class” shall mean any class into which Allowed Claims or Allowed  
17 Interests are classified pursuant to this Plan.

18          17.    “Collateral” shall mean any real or personal property in which a person  
19 holding a Claim asserts a lien.

20          18.    “Confirmation” shall mean the signing, by a United States Bankruptcy  
21 Judge or United States District Judge acting as a trial judge and not as an appellate judge, of all  
22 orders necessary to confirm the Plan.

23          19.    “Confirmation Order” shall mean the order (or orders) confirming the  
24 Plan, signed by a United States Bankruptcy Judge or United States District Judge, acting as a  
25 trial judge and not as an appellate judge, after entry of such order (or orders) on the court’s  
26 docket.

1                   20.    “Consummation of the Plan” shall mean the accomplishment of all things  
2 contained or provided for in the Plan and the entry of an order closing the Case pursuant to Rule  
3 3022 of the Federal Rules of Bankruptcy Procedure.

4                   21.    “Conversion Election” shall mean the right of any Secured Creditor who  
5 has chosen Option (a) of the Payment/Return Election to convert all or a portion of her, his or its  
6 Undersecured Claim into equity in the Reorganized Debtor or, in the alternative, retain all or a  
7 portion of its Undersecured Claim and receive *pro rata* payments with the holders of all other  
8 Unsecured Claims in the manner and in the amounts set forth in Class 23. Each Secured  
9 Creditor having the right to make the Conversion Election must do so within 30 days after the  
10 Effective Date by sending an email or other form of written communication to the JRS Group or  
11 its legal counsel identified below specifying the dollar amount of its Undersecured Claim it  
12 wants to convert into equity in the Reorganized Debtor. If a Creditor does not make a timely  
13 Conversion Election, the entirety of its Undersecured Claim will be treated as a Claim in Class  
14 23.

15                   22.    “Court” shall mean Bankruptcy Court as defined in this section of the  
16 Plan. When not capitalized, the word “court” shall mean such court exercising proper  
17 jurisdiction in the case as the context of the Plan makes appropriate. For example, as used in the  
18 phrase “entry of an order on the docket of the court”, the term “court” can refer to the United  
19 States Bankruptcy Court for the District of Arizona, the United States District Circuit or the  
20 United States Supreme Court, depending upon which court has issued the order in the Case.

21                   23.    “Creditor” shall mean any entity holding a Claim.

22                   24.    “Cure Amount” shall mean the amount necessary to cure any payment  
23 arrearages with respect to any executory contracts and leases to be assumed by the Debtor.

24                   25.    “Debtor” shall mean On Site Temp Housing Corporation, the entity  
25 commencing this Case.

26                   26.    “DIP” shall mean Debtor-in-Possession.

1                   27.    "Disallowed Claim" shall mean any Claim or any portion thereof that (i)  
2 has been disallowed by a Final Order of the Bankruptcy Court, (ii) is listed in the Schedules as  
3 "\$0," contingent, disputed or unliquidated and as to which a proof of claim bar date has been  
4 established but no Proof of Claim has been timely filed or deemed timely filed with the  
5 Bankruptcy Court pursuant to either the Bankruptcy Code or any Final Order of the Bankruptcy  
6 Court or otherwise deemed timely filed under applicable law, (iii) has been agreed to be equal to  
7 "\$0" or to be expunged pursuant to the Claims Settlement Procedures Order or otherwise or (iv)  
8 is not listed on the Schedules and as to which a proof of claim bar date has been established but  
9 no Proof of Claim has been timely filed or deemed timely filed with the Bankruptcy Court  
10 pursuant to either the Bankruptcy Code or any Final Order of the Bankruptcy Court or otherwise  
11 deemed timely filed under applicable law.

12                   28.    "Disclosure Statement" shall mean the written disclosure statement the  
13 Debtor filed in this Case and approved by the Court pursuant to Section 1125 of the Code.

14                   29.    "Disputed Claim" or "Disputed Interest" shall mean either (a) a Claim or  
15 an Interest listed in the Chapter 11 schedules filed by the Debtor pursuant to 11 U.S.C. §521 and  
16 designated as "disputed", "contingent" or "unliquidated"; or (b) a Claim or an Interest to which  
17 an objection has been filed by a party-in-interest and which objection has not been resolved by  
18 an order which has become a Final Order on or before the Effective Date.

19                   30.    "Distribution Date" shall mean any of (i) the Initial Distribution Date, (ii)  
20 each Interim Distribution Date and (iii) each Final Distribution Date.

21                   31.    "Equity Conversion Ratio" shall mean one share of stock in the  
22 Reorganized Debtor for each one dollar of Undersecured Claim which each Secured Creditor  
23 decides to convert by making the Conversion Election.

24                   32.    "Effective Date" shall mean that date which is thirty (30) days following  
25 the date of the Confirmation Order has become a Final Order.

26



1                   33.    “Estate” shall mean the estate created in this Case under Section 541 of  
2 the Bankruptcy Code.

3                   34.    “Equity Holder” shall mean any holder of an Interest.

4                   35.    “Federal Rules of Bankruptcy Procedure” shall mean those rules of  
5 procedure governing bankruptcy cases and contested matters and adversary proceedings in those  
6 cases which have been promulgated pursuant to 28 U.S.C. § 2075, and any amendments to those  
7 rules applicable to this Case.

8                   36.    “Final Order” shall mean an order or judgment entered on the Court’s  
9 official docket and which: (a) has sufficient finality under applicable law to be appealable as of  
10 right, (b) has been entered on the court’s docket for a sufficient period of time such that the filing  
11 of any notice of appeal from it is subject to being dismissed as commencing an untimely appeal,  
12 (c) has not been reversed, (d) is not stayed, (e) is not the subject of a pending motion seeking  
13 relief from it, reconsideration of it, or to alter or amend it, and (f) is not the subject of a pending  
14 appeal or a pending motion for review or rehearing on appeal.

15                   37.    “General Unsecured Claim” shall mean a Claim, other than an  
16 Administrative Claim, a Priority Tax Claim, or a Secured Claim.

17                   38.    “Impaired” shall mean any Claim or Interest that is impaired within the  
18 meaning of section 1124 of the Bankruptcy Code.

19                   39.    “Impaired Claims” shall mean any claim or interest which is modified by  
20 this Plan.

21                   40.    “Insider” of a Person shall mean a person or entity that would be an  
22 “insider” of such Person under § 101(31) of the Bankruptcy Code, if such Person were a Debtor.

23                   41.    “Interest” shall mean the interests, whether or not asserted, of any holder  
24 of an equity security of the Debtor on the Order For Relief Date, as defined in Bankruptcy Code  
25 section 101(17) of the Bankruptcy Code.

26                   42.    “IRS” shall mean the United States Internal Revenue Service.

1                   43.     “JRS Group” shall mean JRS Funding, L.L.C. James Riley, Joseph Zerbib  
2 and Diane Zerbib, Michael Zerbib and Michelle Zerbib, David Riley, Richard T. Lommen as  
3 Trustee of the Richard T. Lommen Jr. 2004 Revocable Trust, Scott A. Gould, Gould  
4 Investments, L.L.C., L Lindell, LLC, Katherine McClerkin, 3 Dog Lending, LLC, RK Lending,  
5 LLC and Empire J. Investments, LLC, who are holders of Secured Claims and Unsecured  
6 Claims.

7                   44.     “Kaebisch” shall mean Donn Kaebisch, an Equity Holder of the Debtor.

8                   45.     “Lien” has the meaning set forth in section 101(37) of the Bankruptcy  
9 Code.

10                  46.     “Payment/Return Election” shall mean the right of a Secured Creditor to  
11 make the following election regarding the treatment of its Allowed Secured Claim under the  
12 Plan: (a) receive an amount equal to its Allowed Secured Claim through equal monthly payments  
13 over three years plus interest at 8% per annum; or (b) obtain the return of each trailer(s) which is  
14 that Creditor’s collateral in complete satisfaction of his, her or its Claim. Each Secured  
15 Creditor must make the Payment/Return Election within 30 days after the Effective Date by  
16 sending an email or other form of written communication to the JRS Group or its legal counsel  
17 identified below. Any Creditor who does not timely make the Payment/Return Election, will be  
18 deemed to have selected option (b) above and the trailer(s) which is his, her or its collateral will  
19 be returned in complete satisfaction of the debt.

20                  47.     “Petition” shall mean the petition for relief under Chapter 11 of Title 11,  
21 United States Code filed by the Debtor September 20, 2016.

22                  48.     “Petition Date” shall mean September 20, 2016.

23                  49.     “Plan” shall mean this Chapter 11 Plan of Reorganization, including all  
24 exhibits to this Plan, either in their present form or as they may be altered, amended or modified  
25 from time to time in accordance with the provisions of this Plan, the Code and the Federal Rules  
26 of Bankruptcy Procedure.

1                   50.     “Priority Claim” shall mean a Claim entitled to priority against the Estate  
2 under Section 507(a), except for those Claims arising under Section 507(a)(8). Priority Claims  
3 do not include any Claims incurred after the Order For Relief Date.

4                   51.     “Priority Tax Claim” shall mean a Claim entitled to priority against the  
5 Estate under Section 507(a)(8). Priority Tax Claims do not include any Claims incurred after the  
6 Order For Relief Date.

7                   52.     “Professional” shall mean a person retained in the Chapter 11 Cases by  
8 separate Bankruptcy Court order pursuant to sections 327 and 1103 of the Bankruptcy Code or  
9 otherwise.

10                  53.     “Proof of Claim” means a proof of claim filed by a holder of a Claim in  
11 accordance with the Bar Date Order.

12                  54.     “Reorganized Debtor” shall mean the Debtor, as reorganized, which shall  
13 continue to own the property interests of the Debtor on the Effective Date and having the rights,  
14 powers, duties and interests granted to the “Reorganized Debtor” under the Plan and the  
15 Bankruptcy Code.

16                  55.     “RPOD” shall mean RPOD Rentals.com, LLC, which is an affiliate of the  
17 Debtor owned by Blaicher and Kaebisch.

18                  56.     “Schedules” means the schedules of assets and liabilities and the  
19 statements of financial affairs filed by the Debtor pursuant to section 521 of the Bankruptcy  
20 Code, as such schedules and statements have been or may be supplemented, modified or  
21 amended from time to time.

22                  57.     “Secured Claim” shall mean the value of any Creditor’s interest in the  
23 Estate’s interest in property which is subject to a lien, security or other encumbrance held by a  
24 Secured Creditor.

25                  58.     “Secured Creditor” shall mean any Creditor holding a lien, security  
26 interest, or other encumbrance which either (a) had been properly perfected, as required by law,

1 with respect to the property owned by the Debtor on the Petition Date or (b) which had been  
2 conveyed to that Creditor following the date of the Petition and approval by the Court; and which  
3 is neither subject to a pending proceeding seeking to vacate or disallow it nor vacated or  
4 disallowed by court order or operation of law.

5 59. “Secured Parties” shall mean all secured creditors referenced in this Plan  
6 and the Disclosure Statement.

7 60. “Unimpaired” refers to any Claim or Interest that is not Impaired.

8 61. “Undersecured Claim” shall mean the portion of any Secured Creditor’s  
9 Allowed Claim which is not a Secured Claim.

10 62. “Unsecured Claims” shall mean the class of allowed general unsecured  
11 claims.

12 63. “Unsecured Creditor” shall mean any holder of an Allowed Unsecured  
13 Claim.

14 64. “Unsecured Creditor Class” shall mean the class of holders of Allowed  
15 Unsecured Claims.

## 16 **B. RULES OF CONSTRUCTION**

17 1. The rules of construction set forth in Section 102 of the Bankruptcy Code  
18 apply to this Plan.

19 2. Bankruptcy Rule 9006(a) applies when computing any time period under  
20 this Plan.

21 3. For the purpose of this Plan, except as expressly provided or unless the  
22 context otherwise requires, all capitalized terms not otherwise defined in Article I, Paragraph A  
23 above, shall have the meanings assigned to them under the Bankruptcy Code or the Federal  
24 Rules of Bankruptcy Procedure.

25  
26

1                   4.       The definition given to any term or provision in this Plan shall supersede  
2 and control any different definition that may be given to such terms or provisions in Debtor's  
3 Disclosure Statement.

4                   5.       Whenever the context requires, terms contained and defined herein shall  
5 include the plural and the singular number. The masculine gender as used in the Plan shall,  
6 unless the context otherwise requires, include the feminine gender, and the feminine gender shall  
7 likewise include the masculine.

8                   6.       Any reference to an existing document means the document as it has been,  
9 or may be, amended or supplemented.

10                  7.       Unless otherwise indicated, the phrase "under the Plan", "hereunder",  
11 "herein", "hereto" and similar words or phrases refer to this Plan in its entirety rather than to  
12 only a portion of the Plan.

13                  8.       Unless otherwise specified, all references to "Articles" or "Paragraphs"  
14 are references to this Plan's Articles or Paragraphs.

## 15                   **ARTICLE II - (OBJECTIVE OF THE REORGANIZATION)**

16                  As set forth more fully below and in the Disclosure Statement regarding this Plan, if  
17 Debtor's assets were liquidated in a case under Chapter 7 of the Bankruptcy Code, Debtor's  
18 creditors holding General Unsecured Claims would receive nothing. Debtor's assets have only  
19 minimal value relative to the debt owed to the JRS Group and other secured creditors and, no  
20 doubt, would be abandoned by a Chapter 7 Trustee or foreclosed on after entry of a stay relief  
21 order. Thus, the JRS Group believes that by reorganizing the Debtor's financial affairs,  
22 restructuring its debts, repaying creditors over time and replacing Blaicher and Kaebisch as the  
23 existing management, all creditors will receive a far greater return than through liquidation.

24                  Blaicher and Kaebisch mismanaged the Debtor since its inception, committed fraud on  
25 each member of the JRS Group, breached their fiduciary duties to creditors and converted  
26 hundreds of thousands of dollars for their personal benefit. The Plan will replace them with

1 experienced, competent and honest officers and (1) provide each secured creditor the right to  
2 obtain the return of their collateral in full satisfaction of their debts or receive payment of their  
3 Secured Claim over time; (2) reduce the aggregate amount of secured debt owed by the  
4 company; (3) permit Secured Creditors to convert all or a portion of the Undersecured Claims  
5 into equity in the Reorganized Debtor; (4) reduce interest rates on Secured Claims; and (5) pay a  
6 return to holders of General Unsecured Claims. The existing Equity Interests will be terminated,  
7 but, but the holders of those interests shall have the right to contribute new value and buy new  
8 Equity Interests..

### 9 **ARTICLE III - (POSTCONFIRMATION OPERATIONS)**

10 Upon the Effective Date, all related trailers, vehicles, contracts, leases and other  
11 personal property will be transferred to and owned by the Reorganized Debtor subject to the  
12 liens of Secured Creditors. Also, on the Effective Date, new Equity Interests will be issued to  
13 Secured Creditors who elect to convert all or a portion of their Undersecured Claims into Equity  
14 Interests. JRS Funding, LLC, Scott Gould, and James Riley have each agreed to convert  
15 \$200,000 of debt into equity of their respective undersecured claims into Equity Interests  
16 (\$600,000 total). The initial Board of Directors of the Debtor shall be Scott Gould and James  
17 Riley. They will select a qualified person experienced in operating a recreational vehicle leasing  
18 business and with experience in the field of temporary housing to become the new CEO of the  
19 Debtor.

#### 20 **A. PRINCIPAL SHAREHOLDERS.**

21 Blaicher and Kaebish are the only members of the Debtor, but, they will own no interest  
22 in the Reorganized Debtor unless they actually contribute new value in the manner and in the  
23 amounts set forth below in Article VI, Class 23. The Reorganized Debtor will be owned by  
24 Scott Gould, Jim Riley, and JRS Funding, LLC, and any other creditor who elects to convert a  
25 portion of her, his or its undersecured claims into Equity Interests.

1                   **B. COMPENSATION OF POSTCONFIRMATION MANAGEMENT**

2                   Postconfirmation, the Reorganized Debtor and its management may enter into an  
3 employment agreement which will provide that the salary of day to day employees, including a  
4 new CEO, at a market rates to be determined through negotiations. Mr. Gould and Mr. Riley  
5 will not receive salaries for their work with the Reorganized Debtor.

6                   **ARTICLE IV - (ANTICIPATED POST-CONFIRMATION LITIGATION)**

7                   The JRS Group believes the Bankruptcy Estate has a number of strong  
8 claims and causes of action against Blaicher, Kaebisch, their wives, and RPOD as fully described  
9 in the Disclosure Statement and which are summarized in the two letters from former Counsel  
10 for the Debtor, Harold Campbell, and the two emails from Counsel for the JRS Group, which are  
11 attached hereto as **Plan Exhibit “1”**. The JRS Group expects that the Reorganized Debtor will  
12 prosecute and prevail on those causes of action and pay the net recovery to holders of Allowed  
13 Unsecured Claims on a *pro rata* basis. The Reorganized Debtor also will evaluate any  
14 avoidance actions against any and all persons and file and prosecute any such claims which it  
15 believes to be in the best interest of the company. The Reorganized Debtor also will object to  
16 and litigate any claims it determines should not be allowed by the Court including any and all  
17 Claims of Blaicher, Kaebisch, RPOD and any affiliate of Blaicher and Kaebisch.

18                   **ARTICLE V - (ACCEPTANCE AND REJECTION OF EXECUTORY CONTRACTS)**

19                   In accordance with 11 U.S.C. § 365, the Debtor will reject the Debtor’s lease of a 2015  
20 Chevrolet Tahoe with GMAC Motor Credit as of the Effective Date. The JRS Group is not  
21 aware of any other leases or executory contracts to which the Debtor is a party. However,  
22 Debtor shall reject the leases of any other vehicles in the possession of or used by Blaicher,  
23 Kaebisch or their wives. All other executory contracts and leases, as of the Effective Date, to  
24 which the Debtor is a party not specifically identified or designated in this Plan will be rejected  
25 unless the counter party to that agreement contacts the JRS Group and reaches an agreement  
26 acceptable to the JRS Group prior to the Effective Date.

**ARTICLE VI - (DEFINITION AND TREATMENT OF CLAIMS)**

**A. SUMMARY OF CLASSIFICATION OF CLAIMS AND INTERESTS**

<b>CLASS</b>	<b>DESCRIPTION</b>	<b>IMPAIRED</b>	<b>VOTING STATUS</b>
None	Allowed Administrative Claims, Priority Claims, and Priority Tax Claims	N/A	Not Entitled To Vote
Class 1	Secured Claim 3 Dog Lending, LLC	YES	Entitled To Vote
Class 2	Secured Claim of David Riley	YES	Entitled To Vote
Class 3	Secured Claim of Empire J Investments, LLC	YES	Entitled To Vote
Class 4	Secured Claim of the Gould Investments, LLC	YES	Entitled To Vote
Class 5	Secured Claim of Joseph & Diane Zerbib	YES	Entitled to Vote
Class 6	Secured Claim of JRS Funding, LLC	YES	Entitled to Vote
Class 7	Secured Claim Katherine McClerkin	YES	Entitled To Vote
Class 8	Secured Claim of L Lindell, LLC	YES	Entitled To Vote
Class 9	Secured Claim of Richard Lommen	YES	Entitled To Vote
Class 10	Secured Claim of Michael and Michelle Zerbib	YES	Entitled To Vote
Class 11	Secured Claim of RK Lending	YES	Entitled to Vote
Class 12	Secured Claim of James and Tari Riley	YES	Entitled to Vote
Class 13	Secured Claim James Riley	YES	Entitled To Vote
Class 14	Secured Claim of Scott Gould	YES	Entitled To Vote
Class 15	Secured Claim of Frank Loveccio	YES	Entitled To Vote
Class 16	Secured Claim of Ken Klockenga	YES	Entitled To Vote
Class 17	Secured Claim of Kurt Klockenga	YES	Entitled to Vote
Class 18	Secured Claim of SJG Consulting	YES	Entitled to Vote
Class 19	Secured Claim of 8383 East Evans, LLC	YES	Entitled to Vote
Class 20	Secured Claim of James Orders	YES	Entitled To Vote
Class 21	Secured Claim of Ally Financial	YES	Entitled to Vote
Class 22	Secured Claim of Ally Financial	YES	Entitled to Vote
Class 23	General Unsecured Claims	YES	Entitled to Vote
Class 24	Equity Holders	YES	Entitled to Vote

**NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE PLAN, NO DISTRIBUTIONS WILL BE MADE AND NO RIGHTS WILL BE RETAINED ON ACCOUNT OF ANY CLAIM THAT IS NOT AN ALLOWED CLAIM.**

The treatment in this Plan is in full and complete satisfaction of the legal, contractual, and equitable rights (including any liens) that each person holding a Claim or an Interest may have in or against the Debtor, the Estate, or their respective property. This treatment supersedes and replaces any agreements those entities may have in or against the Debtor, the Estate, or their respective property.



1           **B.       AMOUNTS OF CLAIMS AND INTERESTS.**

2           Because certain of the Claims and Interests treated under this Plan are in unknown or  
3           undetermined amounts, the amounts of Claims and Interests specified in the Plan reflect only  
4           The Debtor's best estimate as of the date hereof.

5                     1.       Classification and Treatment of Claims and Interests Under the Plan.

6           The treatment of Claims and Interest in the Plan is in full and complete  
7           satisfaction of the legal, contractual, and equitable rights (including any liens) that each entity  
8           holding an Allowed Claim or an Allowed Interest may have in or against the Debtor, the Estates,  
9           or their respective property. This treatment supersedes and replaces any agreements or rights  
10          those entities may have in or against the Debtor, the Estates, or their respective property.

11                    a)       Unclassified Claims – Under the Plan, Allowed Administrative  
12          Claims, Allowed Priority Claims, and Allowed Priority Tax Claims, as of the Effective Date of  
13          the Plan constitute unclassified claims and shall be treated as set forth below:

14                           (i)       Allowed Administrative Claims and Allowed Priority  
15          Claims - The holders of Allowed Priority Claims and Allowed Administrative Claims against the  
16          Debtor (excluding claims described in 11 U.S.C. § 507(a)(8)) shall be paid the full amount of  
17          their Allowed Administrative Claims through the payment of his, her or its *pro rata* portion of  
18          any new value paid by Blaicher or Kaebisch, as set forth below, on the Effective Date or the date  
19          of a Final Order allowing those Claims, whichever is later, and thereafter shall receive regular  
20          monthly payments of the balance of his, hers or its Claim over a period of time not greater than  
21          one year from the date of a Final Order allowing those Claims unless she, he or it agrees to  
22          different treatment.

23                           (ii)       Allowed Priority Tax Claims - Each holder of an Allowed  
24          Priority Tax Claim shall receive on account of such claim, based on the sole discretion of the  
25          Reorganized Debtor, either (a) a cash payment in the full amount of the Priority Tax Claim on  
26          the Effective Date or upon the expiration of the appeal period of the order allowing such claim,

1 whichever is later; or (b) deferred payments during a period not exceeding five years after the  
2 Petition Date equal to the Allowed amount of such Claim, which payments shall include interest  
3 on the allowed claim at the appropriate statutory rate. The IRS holds an Allowed Priority Claim  
4 in the amount of \$206,716.37 based on three Proofs of Claim. The ADOR holds an Allowed  
5 Priority Claim in the amount of \$23,138.05 based on two Proofs of Claim. The JRS Group  
6 anticipates that the Reorganized Debtor will have approximately four years to pay these Priority  
7 Claims by the occurrence of the Effective Date. The Reorganized Debtor will pay the Claim of  
8 the IRS in the following manner: \$2,083.33 per month in the first year of the Plan; \$4,166.67 per  
9 month during year two of the Plan; \$6,250.00 per month during years three and four of the Plan  
10 with all unpaid principal and interest due to the IRS on the date which is the fifth year  
11 anniversary of the Petition Date. The Reorganized Debtor will pay the Claim of the ADOR by  
12 equal monthly payments over the period of time which is five years after the Petition Date.

13 (iii) Classified Claims - Under the Plan, Allowed Secured  
14 Claims, Allowed Unsecured Claims, and any Interests in Debtor or any Interests or Claims held  
15 by the Debtor's Equity Holders constitute classified claims which are placed into the respective  
16 classes in the table set forth above. The Claims in above-described classes are treated under the  
17 Plan as follows:

18 Class 1: 3 Dog Lending, LLC holds a Claim in the amount of \$33,676.02 (based on its  
19 filed Proof of Claim) secured by a lien in one trailer; a 2015 Forest River Cherokee, owned by  
20 the Debtor which the JRS Group believes is worth \$15,150.00 based, in part, on the website of  
21 the National Automobile Dealers Association (<http://www.nadaguides.com/RVs>). As a result, 3  
22 Dog Lending holds a Secured Claim in the amount of \$15,150.00 and an Undersecured Claim in  
23 the amount of \$18,526.02

24 Treatment: 3 Dog Holding shall have the Payment/Return Election and its Secured  
25 Claim will be treated depending on the option it selects. The Reorganized Debtor will have the  
26

1 right to return the trailer(s) which are the collateral for the holder of the Claim in this Class in  
2 full satisfaction of that Claim for a period of 90 days after the Effective Date.

3 Right to Convert Undersecured Claim Into Equity: 3 Dog Lending shall have the right to  
4 make the Conversion Election.

5 Retention of Lien: 3 Dog Lending shall retain its lien on its collateral if it has selected  
6 Option (a) of the Payment/Return Election, however, only to the extent of its Allowed Secured  
7 Claim.

8 Class 2: David Riley holds a Claim in the amount of \$313,665.52 (based on his filed  
9 Proof of Claim) secured by a lien in 8 trailers; two 2014 Forest River Cherokee 39P worth  
10 \$18,150.00 each, one 2015 Forest River Cherokee 39FL worth \$25,100.00, and four Forest River  
11 Cherokee 39P worth \$20,200.00 each, that are owned by the Debtor and which the JRS Group  
12 determined worth based, in part, on the website of the National Automobile Dealers Association  
13 (<http://www.nadaguides.com/RVs>). As a result, David Riley holds a Secured Claim in the  
14 amount of \$142,200.00 and an Undersecured Claim in the amount of \$171,465.52.

15 Treatment: David Riley shall have the Payment/Return Election and his Secured Claim  
16 will be treated depending on the option he selects. The Reorganized Debtor will have the right to  
17 return the trailer(s) which are the collateral for the holder of the Claim in this Class in full  
18 satisfaction of that Claim for a period of 90 days after the Effective Date.

19 Right to Convert Undersecured Claim Into Equity: David Riley shall have the right to  
20 make the Conversion Election.

21 Retention of Lien: David Riley shall retain his lien on his collateral if he has selected  
22 Option (a) of the Payment/Return Election, however, only to the extent of his Allowed Secured  
23 Claim.

24 Class 3: Empire J Investments, LLC holds a Claim in the amount of \$68,117.46 (based  
25 on its filed Proof of Claim). Due to the fraud and conversion of Blaicher and Kaebisch, the  
26

1 Debtor failed to purchase the trailers that were to be the collateral for Empire J Investments'  
2 Claim. As a result, the entirety of this Claim is Unsecured.

3 Treatment: Empire J Investments shall have the right to convert all or a portion of its  
4 Claim into equity in the Reorganized Debtor using the Equity Conversion Ratio or to receive  
5 payments as the holder of an Unsecured Claim in Class 23 for the portion of its Claim not  
6 converted into equity.

7 Class 4: Gould Investments, LLC holds a Claim in the amount of \$767,872.29 (based on  
8 its filed Proof of Claim) secured by a lien in 23 trailers; one 2013 Forest River Cherokee 39P  
9 worth \$16,250.00, one 2013 Forest River Cherokee 284BF worth \$16,400.00, two 2014 Forest  
10 River Cherokee 264BH worth \$18,250.00 each, two 2014 Forest River Cherokee 39KT worth  
11 \$23,950.00 each, one 2014 Forest River Cherokee 18-24 UNK Model worth \$11,300.00, one  
12 2014 Forest River Grey Wolf 26BH worth \$11,900.00, one 2014 Forest River Cherokee worth  
13 \$15,150.00, three 2014 Forest River Cherokee 39P worth \$18,150.00 each, one 2014 Forest  
14 River Grey Wolf 26DBH worth \$14,800.00, one 2014 Forest River Grey Wolf 29DSF worth  
15 \$18,250.00, one 2015 Forest River Cherokee worth \$15,100.00, and one 2015 Forest River  
16 Cherokee 39P worth \$20,200.00, that are owned by the Debtor and which the JRS Group  
17 determined worth based, in part, on the website of the National Automobile Dealers Association  
18 (<http://www.nadaguides.com/RVs>). As a result, Gould Investments holds a Secured Claim in the  
19 amount of \$278,200.00 and an Undersecured Claim in the amount of \$489,672.29.

20 Treatment: Gould Investments shall have the Payment/Return Election and its Secured  
21 Claim will be treated depending on the option it selects. The Reorganized Debtor will have the  
22 right to return the trailer(s) which are the collateral for the holder of the Claim in this Class in  
23 full satisfaction of that Claim for a period of 90 days after the Effective Date.

24 Right to Convert Undersecured Claim Into Equity: Gould Investments shall have the right  
25 to make the Conversion Election.  
26

1        Retention of Lien: Gould Investments shall retain its lien on its collateral if it has selected  
2 Option (a) of the Payment/Return Election, however, only to the extent of its Allowed Secured  
3 Claim.

4        Class 5: Joseph & Diane Zerbib hold a Claim in the amount of \$498,233.20 (based on  
5 their filed Proof of Claim) secured by a lien in 15 trailers; four 2014 Forest River Cherokee  
6 39KT worth \$23,950.00 each, three 2014 Forest River Grey Wolf 28BH worth \$14,850.00 each,  
7 one 2014 Forest River Grey Wolf 29BH worth \$13,250.00, one 2014 Forest River Cherokee  
8 worth \$15,150.00, two 2014 Forest River Cherokee 39P worth \$18,150.00 each, two 2015 Forest  
9 River Cherokee 39P worth \$20,200.00 each that are owned by the Debtor and which the JRS  
10 Group determined worth based, in part, on the website of the National Automobile Dealers  
11 Association (<http://www.nadaguides.com/RVs>). As a result, Joseph & Diane Zerbib hold a  
12 Secured Claim in the amount of \$245,450.00 and an Undersecured Claim in the amount of  
13 \$252,783.20.

14        Treatment: Joseph & Diane Zerbib shall have the Payment/Return Election and their  
15 Secured Claim will be treated depending on the option they select. The Reorganized Debtor will  
16 have the right to return the trailer(s) which are the collateral for the holder of the Claim in this  
17 Class in full satisfaction of that Claim for a period of 90 days after the Effective Date.

18        Right to Convert Undersecured Claim Into Equity: Joseph & Diane Zerbib shall have the  
19 right to make the Conversion Election.

20        Retention of Lien: Joseph & Diane Zerbib shall retain their lien on their collateral if they  
21 have selected Option (a) of the Payment/Return Election, however, only to the extent of their  
22 Allowed Secured Claim.

23        Class 6: JRS Funding, LLC holds a Claim in the amount of \$665,174.48 (based on its  
24 filed Proof of Claim) secured by a lien in 18 trailers; three 2014 Forest River Cherokee 39KT  
25 worth \$23,950.00 each, eight Forest River Cherokee 39P worth \$20,200.00 each that are owned  
26 by the Debtor and which the JRS Group determined worth based, in part, on the website of the

1 National Automobile Dealers Association (<http://www.nadaguides.com/RVs>). As a result, JRS  
2 Funding holds a Secured Claim in the amount of \$233,450.00 and an Undersecured Claim in the  
3 amount of \$431,724.48

4 Treatment: JRS Funding shall have the Payment/Return Election and its Secured Claim  
5 will be treated depending on the option it selects. The Reorganized Debtor will have the right to  
6 return the trailer(s) which are the collateral for the holder of the Claim in this Class in full  
7 satisfaction of that Claim for a period of 90 days after the Effective Date.

8 Right to Convert Undersecured Claim Into Equity: JRS Funding shall have the right to  
9 make the Conversion Election.

10 Retention of Lien: JRS Funding shall retain its lien on its collateral if it has selected  
11 Option (a) of the Payment/Return Election, however, only to the extent of its Allowed Secured  
12 Claim.

13 Class 7: Katherine McClerkin holds a Claim in the amount of \$67,597.64 (based on her  
14 filed Proof of Claim) secured by a lien in 2 trailers; 2014 Forest River Wolf Pup 16FB, that is  
15 owned by the Debtor and which the JRS Group determined worth based, in part, on the website  
16 of the National Automobile Dealers Association (<http://www.nadaguides.com/RVs>). As a result,  
17 Katherine McClerkin holds a Secured Claim in the amount of \$8,900.00 and an Undersecured  
18 Claim in the amount of \$58,697.64.

19 Treatment: Katherine McClerkin shall have the Payment/Return Election and her  
20 Secured Claim will be treated depending on the option she selects. The Reorganized Debtor will  
21 have the right to return the trailer(s) which are the collateral for the holder of the Claim in this  
22 Class in full satisfaction of that Claim for a period of 90 days after the Effective Date.

23 Right to Convert Undersecured Claim Into Equity: Katherine McClerkin shall have the  
24 right to make the Conversion Election.

1       Retention of Lien: Katherine McClerkin shall retain her lien on her collateral if she has  
2 selected Option (a) of the Payment/Return Election, however, only to the extent of her Allowed  
3 Secured Claim.

4       Class 8: L Lindell, LLC holds a Claim in the amount of \$135,896.10 (based on its filed  
5 Proof of Claim) secured by a lien in 4 trailers; one 2014 Forest River Cherokee worth  
6 \$15,100.00, one 2014 Forest River Cherokee 39KT worth \$23,950.00, and two 2015 Forest  
7 River Cherokee 39P worth \$20,200.00 each, that are owned by the Debtor and which the JRS  
8 Group determined worth based, in part, on the website of the National Automobile Dealers  
9 Association (<http://www.nadaguides.com/RVs>). As a result, L. Lindell, LLC holds a Secured  
10 Claim in the amount of \$79,450.00 and an Undersecured Claim in the amount of \$56,446.10.

11       Treatment: Lindell, LLC shall have the Payment/Return Election and its Secured Claim  
12 will be treated depending on the option it selects. The Reorganized Debtor will have the right to  
13 return the trailer(s) which are the collateral for the holder of the Claim in this Class in full  
14 satisfaction of that Claim for a period of 90 days after the Effective Date.

15       Right to Convert Undersecured Claim Into Equity: Lindell, LLC shall have the right to  
16 make the Conversion Election.

17       Retention of Lien: Lindell, LLC shall retain its lien on its collateral if it has selected  
18 Option (a) of the Payment/Return Election, however, only to the extent of its Allowed Secured  
19 Claim.

20       Class 9: Richard Lommen holds a Claim in the amount of \$131,636.12 (based on his  
21 filed Proof of Claim) secured by a lien in 4 trailers; four 2015 Forest River Cherokee 39P worth  
22 \$20,200.00 each, that are owned by the Debtor and which the JRS Group determined worth  
23 based, in part, on the website of the National Automobile Dealers Association  
24 (<http://www.nadaguides.com/RVs>). As a result, Richard Lommen holds a Secured Claim in the  
25 amount of \$80,800.00 and an Undersecured Claim in the amount of \$50,836.12.

1       Treatment: Richard Lommen shall have the Payment/Return Election and his Secured  
2 Claim will be treated depending on the option he selects. The Reorganized Debtor will have the  
3 right to return the trailer(s) which are the collateral for the holder of the Claim in this Class in  
4 full satisfaction of that Claim for a period of 90 days after the Effective Date.

5       Right to Convert Undersecured Claim Into Equity: Richard Lommen shall have the right  
6 to make the Conversion Election.

7       Retention of Lien: Richard Lommen shall retain his lien on his collateral if he has  
8 selected Option (a) of the Payment/Return Election, however, only to the extent of his Allowed  
9 Secured Claim.

10       Class 10: Michael and Michelle Zerbib hold a Claim in the amount of \$209,681.66  
11 (based on their filed Proof of Claim) secured by a lien in 6 trailers; two 2013 Forest River  
12 Cherokee 39P worth \$16,250.00 each, two 2014 Forest River Cherokee 39P worth \$18,150.00,  
13 and two 2014 Forest River Cherokee 39KT worth \$23,950.00 each, that are owned by the Debtor  
14 and which the JRS Group determined worth based, in part, on the website of the National  
15 Automobile Dealers Association (<http://www.nadaguides.com/RVs>). As a result, Michael and  
16 Michelle Zerbib hold a Secured Claim in the amount of \$116,700.00 and an Undersecured Claim  
17 in the amount of \$92,981.66.

18       Treatment: Michael and Michelle Zerbib shall have the Payment/Return Election and  
19 their Secured Claim will be treated depending on the option they select. The Reorganized Debtor  
20 will have the right to return the trailer(s) which are the collateral for the holder of the Claim in  
21 this Class in full satisfaction of that Claim for a period of 90 days after the Effective Date.

22       Right to Convert Undersecured Claim Into Equity: Michael and Michelle Zerbib shall  
23 have the right to make the Conversion Election.

24       Retention of Lien: Michael and Michelle Zerbib shall retain their lien on their collateral if  
25 they have selected Option (a) of the Payment/Return Election, however, only to the extent of  
26 their Allowed Secured Claim.



1        Class 11: RK Lending, LLC holds a Claim in the amount of \$34,058.73 (based on its  
2 filed Proof of Claim) secured by a lien in 1 trailer; 2015 Forest River Cherokee 39P, that is  
3 owned by the Debtor and which the JRS Group determined worth based, in part, on the website  
4 of the National Automobile Dealers Association (<http://www.nadaguides.com/RVs>). As a result,  
5 RK Lending holds a Secured Claim in the amount of \$20,200.00 and an Undersecured Claim in  
6 the amount of \$13,858.73.

7        Treatment: RK Lending shall have the Payment/Return Election and its Secured Claim  
8 will be treated depending on the option it selects. The Reorganized Debtor will have the right to  
9 return the trailer(s) which are the collateral for the holder of the Claim in this Class in full  
10 satisfaction of that Claim for a period of 90 days after the Effective Date.

11        Right to Convert Undersecured Claim Into Equity: RK Lending shall have the right to  
12 make the Conversion Election.

13        Retention of Lien: RK Lending shall retain its lien on its collateral if it has selected  
14 Option (a) of the Payment/Return Election, however, only to the extent of its Allowed Secured  
15 Claim.

16        Class 12: James and Tari Riley hold a Claim in the amount of \$473,297.55 (based on  
17 their filed Proof of Claim) secured by a lien in 13 trailers; twelve 2014 Forest River Cherokee  
18 39P worth \$18,150.00 each, that are owned by the Debtor and which the JRS Group determined  
19 worth based, in part, on the website of the National Automobile Dealers Association  
20 (<http://www.nadaguides.com/RVs>). As a result, James and Tari Riley hold a Secured Claim in  
21 the amount of \$217,800.00 and an Undersecured Claim in the amount of \$255,497.55.

22        Treatment: James and Tari Riley shall have the Payment/Return Election and their  
23 Secured Claim will be treated depending on the option they select. The Reorganized Debtor will  
24 have the right to return the trailer(s) which are the collateral for the holder of the Claim in this  
25 Class in full satisfaction of that Claim for a period of 90 days after the Effective Date.

26

1       Right to Convert Undersecured Claim Into Equity: James and Tari Riley shall have the  
2 right to make the Conversion Election.

3       Retention of Lien: James and Tari Riley shall retain their lien on their collateral if they  
4 have selected Option (a) of the Payment/Return Election, however, only to the extent of their  
5 Allowed Secured Claim.

6       Class 13: James Riley holds a Claim in the amount of \$405,821.06 (based on his filed  
7 Proof of Claim), which includes the Claim he acquired from another secured creditor named  
8 Daron Johnson, secured by a lien in 11 trailers; seven 2014 Forest River Cherokee 39P worth  
9 \$18,150.00 each, that are owned by the Debtor and which the JRS Group determined worth  
10 based, in part, on the website of the National Automobile Dealers Association  
11 (<http://www.nadaguides.com/RVs>). As a result, James Riley holds a Secured Claim in the  
12 amount of \$127,050.00 and an Undersecured Claim in the amount of \$278,771.06.

13       Treatment: James Riley shall have the Payment/Return Election and his Secured Claim  
14 will be treated depending on the option he selects. The Reorganized Debtor will have the right to  
15 return the trailer(s) which are the collateral for the holder of the Claim in this Class in full  
16 satisfaction of that Claim for a period of 90 days after the Effective Date.

17       Right to Convert Undersecured Claim Into Equity: James Riley shall have the right to  
18 make the Conversion Election.

19       Retention of Lien: James Riley shall retain his lien on his collateral if he has selected  
20 Option (a) of the Payment/Return Election, however, only to the extent of his Allowed Secured  
21 Claim.

22       Class 14: Scott Gould holds a Claim in the amount of \$162,793.54 (based on his filed  
23 Proof of Claim) secured by a lien in 5 trailers; two 2013 Forest River Cherokee 39P worth  
24 \$16,250.00 each, and three 2014 Forest River Cherokee 39P worth \$18,150.00 each, that are  
25 owned by the Debtor and which the JRS Group determined worth based, in part, on the website  
26 of the National Automobile Dealers Association (<http://www.nadaguides.com/RVs>). As a result,

1 Scott Gould holds a Secured Claim in the amount of \$86,950.00 and an Undersecured Claim in  
2 the amount of \$75,843.54.

3 Treatment: Scott Gould shall have the Payment/Return Election and his Secured Claim  
4 will be treated depending on the option he selects. The Reorganized Debtor will have the right to  
5 return the trailer(s) which are the collateral for the holder of the Claim in this Class in full  
6 satisfaction of that Claim for a period of 90 days after the Effective Date.

7 Right to Convert Undersecured Claim Into Equity: Scott Gould shall have the right to  
8 make the Conversion Election.

9 Retention of Lien: Scott Gould shall retain his lien on his collateral if he has selected  
10 Option (a) of the Payment/Return Election, however, only to the extent of his Allowed Secured  
11 Claim.

12 Class 15: Frank Loveccio holds a Claim in the amount of \$137,058.59 (based on the  
13 Debtor's schedules) secured by a lien in 6 trailers estimated to be worth \$60,000.00. As a result,  
14 Frank Loveccio holds a Secured Claim in the amount of \$60,000.00 and an Undersecured Claim  
15 in the amount of \$77,058.59.

16 Treatment: Frank Loveccio shall have the Payment/Return Election and his Secured  
17 Claim will be treated depending on the option he selects. The Reorganized Debtor will have the  
18 right to return the trailer(s) which are the collateral for the holder of the Claim in this Class in  
19 full satisfaction of that Claim for a period of 90 days after the Effective Date.

20 Right to Convert Undersecured Claim Into Equity: Frank Loveccio shall have the right to  
21 make the Conversion Election.

22 Retention of Lien: Frank Loveccio shall retain his lien on his collateral if he has selected  
23 Option (a) of the Payment/Return Election, however, only to the extent of his Allowed Secured  
24 Claim.

25 Class 16: Ken Klockenga holds a Claim in the amount of \$131,837.50 (based on the  
26 Debtor's schedules) secured by a lien in 7 trailers estimated to be worth \$70,000.00. As a result,

1 Ken Klockenga holds a Secured Claim in the amount of \$70,000.00 and an Undersecured Claim  
2 in the amount of \$61,837.50.

3 Treatment: Ken Klockenga shall have the Payment/Return Election and his Secured  
4 Claim will be treated depending on the option he selects. The Reorganized Debtor will have the  
5 right to return the trailer(s) which are the collateral for the holder of the Claim in this Class in  
6 full satisfaction of that Claim for a period of 90 days after the Effective Date.

7 Right to Convert Undersecured Claim Into Equity: Ken Klockenga shall have the right to  
8 make the Conversion Election.

9 Retention of Lien: Ken Klockenga shall retain his lien on his collateral if he has selected  
10 Option (a) of the Payment/Return Election, however, only to the extent of his Allowed Secured  
11 Claim.

12 Class 17: Kurt Klockenga holds a Claim in the amount of \$75,000.00 (based on the  
13 Debtor's schedules) secured by a lien in 3 trailers estimated to be worth \$30,000.00. As a result,  
14 Kurt Klockenga holds a Secured Claim in the amount of \$30,000.00 and an Undersecured Claim  
15 in the amount of \$45,000.00.

16 Treatment: Kurt Klockenga shall have the Payment/Return Election and his Secured  
17 Claim will be treated depending on the option he selects. The Reorganized Debtor will have the  
18 right to return the trailer(s) which are the collateral for the holder of the Claim in this Class in  
19 full satisfaction of that Claim for a period of 90 days after the Effective Date.

20 Right to Convert Undersecured Claim Into Equity: Kurt Klockenga shall have the right to  
21 make the Conversion Election.

22 Retention of Lien: Kurt Klockenga shall retain his lien on his collateral if he has selected  
23 Option (a) of the Payment/Return Election, however, only to the extent of his Allowed Secured  
24 Claim.

25 Class 18: SJG Consulting holds a Claim in the amount of \$41,254.00 (based on the  
26 Debtor's schedules) secured by a lien in 2 trailers estimated to be worth \$20,000.00. As a result,

1 SJG Consulting holds a Secured Claim in the amount of \$40,000.00 and an Undersecured Claim  
2 in the amount of \$78,855.35.

3 Treatment: SJG Consulting shall have the Payment/Return Election and will receive its  
4 Secured Claim will be treated depending on the option it selects. The Reorganized Debtor will  
5 have the right to return the trailer(s) which are the collateral for the holder of the Claim in this  
6 Class in full satisfaction of that Claim for a period of 90 days after the Effective Date.

7 Right to Convert Undersecured Claim Into Equity: SJG Consulting shall have the right to  
8 make the Conversion Election.

9 Retention of Lien: SJG Consulting shall retain its lien on its collateral if it has selected  
10 Option (a) of the Payment/Return Election, however, only to the extent of its Allowed Secured  
11 Claim.

12 Class 19: 8383 East Evans, LLC holds a Claim in the amount of \$118,855.35 (based on  
13 the Debtor's schedules) secured by a lien in 4 trailers estimated to be worth \$40,000.00. As a  
14 result, the 8383 East Evans holds a Secured Claim in the amount of \$40,000.00 and an  
15 Undersecured Claim in the amount of \$78,855.35.

16 Treatment: 8383 East Evans shall have the Payment/Return Election and will receive its  
17 Secured Claim will be treated depending on the option it selects. The Reorganized Debtor will  
18 have the right to return the trailer(s) which are the collateral for the holder of the Claim in this  
19 Class in full satisfaction of that Claim for a period of 90 days after the Effective Date.

20 Right to Convert Undersecured Claim Into Equity: 8383 East Evans shall have the right  
21 to make the Conversion Election.

22 Retention of Lien: 8383 East Evans shall retain its lien on its collateral if it has selected  
23 Option (a) of the Payment/Return Election, however, only to the extent of its Allowed Secured  
24 Claim.

25 Class 20: James Orders holds a Claim in the amount of \$18,641 (based on Debtor's  
26 Schedule D). Due to the fraud and conversion of Blaicher and Kaebisch, the Debtor failed to

1 purchase the trailer that was to be the collateral for James Orders. As a result, the entirety of  
2 this Claim is Unsecured.

3 Treatment: James Orders shall have the right to convert all or a portion of its Claim into  
4 equity in the Reorganized Debtor using the Equity Conversion Ratio or to receive payments as  
5 the holder of an Unsecured Claim in Class 23 for the portion of its Claim not converted into  
6 equity.

7  
8 Class 21: This Class consists of the Allowed Secured Claim of Ally Financial is the  
9 amount of \$40,693.64 secured by a 2015 Ford F550 truck believed to be in the possession of and  
10 used by Blaicher or Kaebisch. On the Effective Date, the Reorganized Debtor, if it is in the  
11 possession of this vehicle, will surrender it to Ally Financial in full and complete satisfaction of  
12 this Claim. The Reorganized Debtor shall have no financial obligations and shall make no  
13 payments to Ally Financial after the Effective Date even if it is not able to surrender this truck  
14 because it is in the possession of Blaicher or Kaebisch. Ally Financial shall have all of its state  
15 law rights and remedies against any person in possession of this vehicle after the Effective Date.

16 Class 22: This Class consists of the Allowed Secured Claim of Ally Financial is the  
17 amount of \$47,095.00 secured by a 2015 Ford F250 truck believed to be in the possession of and  
18 used by Blaicher or Kaebisch. On the Effective Date, the Reorganized Debtor, if it is in the  
19 possession of this vehicle, will surrender it to Ally Financial in full and complete satisfaction of  
20 this Claim. The Reorganized Debtor shall have no financial obligations and shall make no  
21 payments to Ally Financial after the Effective Date even if it is not able to surrender this truck  
22 because it is in the possession of Blaicher or Kaebisch. Ally Financial shall have all of its state  
23 law rights and remedies against any person in possession of this vehicle after the Effective Date.

24 Class 23: This Class shall consist of the holders of Allowed Unsecured Claims not  
25 entitled to priority under the Code, including the holders of Undersecured Claims to the extent  
26 each such creditor does not make the Conversion Election. Each holder of an Allowed Claim in

1 Class 23 will be paid an amount equal to twenty percent of his, her or its Allowed Claim in equal  
2 quarterly payments over five years beginning on the date which is 90 days after the Effective  
3 Date.

4 Class 24: This class shall consist of the holders of Equity Interests. Upon the Effective  
5 Date, all of the prepetition Equity Interests held by Kaebisch and Blaicher will be terminated.  
6 Kaebisch and Blaicher shall have the right to contribute new value and purchase shares in the  
7 Reorganized Debtor by paying a minimum of \$50,000 cash on the Effective Date for each block  
8 of 50,000 shares of stock in the Reorganized Debtor.

9 2. Amounts of Claims and Interests

10 Because certain of the Claims and Interests treated under the Plan are in unknown or  
11 undetermined amounts, the amounts of Claims and Interests specified in the Plan reflect only the  
12 JRS Group's best estimate as of the date hereof.

13 3. Disputed Classified Claims

14 The Reorganized Debtor may file on or before sixty (60) days from the Effective Date of  
15 the Plan (a) an objection to any claim, (b) a motion to determine the extent, priority, or amount  
16 of any secured or other claim, or (c) a complaint to determine the validity, priority or extent of  
17 any lien or other interest in property of the Debtor's Estate. Copies of responsive pleadings to all  
18 such objections, motions, or complaints must be served upon the person identified in any  
19 objection, motion or complaint as the lawyer for the Reorganized Debtor.

20 **C. IDENTIFICATION OF CLASSES IMPAIRED BY THE PLAN.**

21 All of the Classes created by the Plan are "impaired" pursuant to 11 U.S.C. §1124 and are  
22 therefore entitled to vote on the Plan.

23 **ARTICLE VII - (OWNERSHIP OF THE DEBTOR'S ASSETS)**

24 As of the Effective Date of the Plan, all property belonging to the Debtor or the Estate,  
25 including all claims and causes of action against Blaicher and Kaebisch, as well as all other  
26 leases and executory contracts not rejected under the terms of this Plan shall be transferred to the

1 Reorganized Debtor. In addition, except as otherwise provided in the Plan or the Confirmation  
2 Order, entry of the Confirmation Order shall vest in the Reorganized Debtor, as of the Effective  
3 Date, all assets acquired pursuant to this Plan including all claims and causes of action against  
4 Blaicher, Kaebisch, their wives and RPOD. Upon such transfer, the Reorganized Debtor shall  
5 own all such property free and clear of all liens, claims and interests of any person or entity,  
6 except as specifically provided in the Plan or the Order Confirming the Plan.

#### 7 **ARTICLE VIII - (SATISFACTION OF CLAIMS AND INTERESTS)**

8 All classes of Allowed Claims and Allowed Interests shall receive the distributions set  
9 forth herein on account of and in complete satisfaction of those Allowed Claims and Interests.  
10 Without limiting the foregoing, upon the Effective Date of the Plan, each holder (and each  
11 successor of a holder) of a Claim or an Interest shall be deemed to have waived, relinquished and  
12 released any and all of its rights and claims against the Debtor and any and all liens in or against  
13 its Collateral in exchange for the consideration provided by this Plan, except as provided in the  
14 Plan or the Order Confirming the Plan.

#### 15 **ARTICLE IX - (BINDING NATURE OF THE PLAN)**

16 Upon the entry of the Order Confirming the Plan, the Plan shall bind the Debtor, all  
17 entities that are to acquire any property under the Plan, all creditors, and all equity security  
18 holders, whether or not their claims and interests are impaired under the Plan and whether or not  
19 they have accepted the Plan, as determined by § 1141(a) of the Bankruptcy Code.

20 This means, in part, that, except as provided by an express order of the Bankruptcy Court  
21 or pursuant to the terms of the Plan or the Order Confirming the Plan, all judicial, administrative  
22 or other actions or proceedings pending against the Debtor or arising out of claims accrued prior  
23 to the confirmation of the Plan shall be permanently enjoined. Certain other claims shall be  
24 deemed released and other acts and actions as further specified in the Plan shall be enjoined.



1       **ARTICLE X - (TERMINATION OF THE AUTOMATIC STAY AND DISCHARGE)**

2           The automatic stay imposed by 11 U.S.C. §362(a) shall terminate when the Order  
3       Confirming the Plan becomes nonappealable. Except as otherwise provided herein or in the  
4       Confirmation Order, the rights afforded in this Plan and the payments and distributions to be  
5       made hereunder shall discharge and release all existing debts and Claims, and terminate all  
6       Equity Interests, of any kind, nature or description whatsoever against or in the Debtor, the  
7       Reorganized Debtor, any of their assets or properties. Except as provided in this Plan, upon the  
8       Effective Date, all Claims against and Equity Interests in the Debtor, regardless of whether or not  
9       (1) a proof of Claim or Equity Interest has been filed or is or was deemed filed, (2) such Claim or  
10      Equity Interest was listed on any of the Debtor' Schedules, (3) such Claim or Equity Interest was  
11      Allowed, or (4) the holder of such Claim or Equity Interest has voted to accept or reject this Plan,  
12      shall be, and shall be deemed to be, discharged, released and terminated, and all holders of  
13      Claims and Equity Interests shall be precluded and enjoined from asserting against the Debtor,  
14      the Estate, the Reorganized Debtor, any member of the JRS Group or any of their assets or  
15      properties, any other or further Claim or Equity Interest based upon any act or omission,  
16      transaction, or other activity of any kind or nature that occurred prior to the Effective Date,  
17      whether or not such holder has filed a Proof of Claim or Proof of Equity Interest. Upon the  
18      Effective Date, all such persons shall be forever precluded and enjoined, pursuant to 11 U.S.C.  
19      §524, from prosecuting or asserting any such discharged Claim against Debtor, the Estate the  
20      Reorganized Debtor, any member of the JRS Group or any of their Property. Furthermore, any  
21      person who has contractually agreed to release any Claims against the Debtor and any liens or  
22      interests in any Collateral shall be deemed to have released any such Claims and liens or interests  
23      in any such Collateral upon entry of the Confirmation Order. Upon the entry of the  
24      Confirmation Order, all holders of Claims and Equity Interests and other parties in interest, along  
25      with their respective present or former employees, agents, officers, directors or principals, shall  
26

1 be enjoined from taking any actions to interfere with the implementation or consummation of  
2 this Plan.

### 3 **ARTICLE XI - (IMPLEMENTATION OF THE PLAN)**

4 The Plan will be implemented, in part, as follows:

5 A. On the Effective Date, all property belonging to the Debtor and the Estate  
6 including any and all leases associated with that property will be transferred to the Reorganized  
7 Debtor free and clear of any liens, claims and encumbrances except to the extent set forth above.

8 B. The Debtor shall become the Reorganized Debtor.

9 C. Any person entitled to be issued Equity Interests in the Reorganized Debtor shall  
10 receive those Interests in accordance with the terms of this Plan.

### 11 **ARTICLE XII - (MODIFICATION OF AND AMENDMENTS TO THIS PLAN)**

12 Prior to the entry of the Order Confirming this Plan, the JRS Group may propose  
13 amendments or modifications in accordance with 11 U.S.C. §1127(a). After confirmation, the  
14 Reorganized Debtor may amend this Plan in the manner provided by Section 1127(b) of the  
15 Bankruptcy Code. The Bankruptcy Court may, at any time, so long as it does not materially or  
16 adversely affect the interests of creditors and equity interest holders, remedy defects and  
17 omissions or reconcile any inconsistencies herein or in the Order Confirming the Plan as may be  
18 appropriate to effectuate this Plan.

### 19 **ARTICLE XIII – (ALTERNATIVES TO CONFIRMATION OF PLAN)**

20 An analysis of what holders of Allowed Claims and Allowed Interests would receive if  
21 the Debtor's assets were liquidated in a case under Chapter 7 of the Code is attached to the  
22 Disclosure Statement as Exhibit 3. As illustrated therein, under a liquidation scenario, both  
23 holders of Allowed Unsecured Claims and Allowed Interests would receive no distribution.  
24 Conversely, under the proposed Plan, each unsecured creditor holding an Allowed Claim,  
25 including those holding Undersecured Claims to the extent they do not make the Conversion  
26 Election, will receive payments equaling twenty percent of their Allowed Claims over time.

1 The Debtor has identified no viable alternative to the Plan. Its Chapter 11 Plan would  
2 pay the Secured Creditors and Unsecured Creditors substantially less than they will receive  
3 under this Plan. In addition, the Debtor's Plan is not feasible and not confirmable for a number  
4 of reasons. Dismissal would leave the Debtors' secured creditors free to enforce their liens under  
5 applicable state and non-bankruptcy federal law. Unsecured creditors would receive nothing in  
6 that situation as well.

7 **ARTICLE XIV - (RETENTION OF BANKRUPTCY COURT JURISDICTION)**

8 Following confirmation of the Plan, the Bankruptcy Court shall retain, without limitation,  
9 jurisdiction to ensure that the purposes and intent of the Plan are carried out. Without limiting  
10 the generality of the foregoing, the Bankruptcy Court will retain jurisdiction, until the Plan is  
11 fully consummated, for the following purposes:

12 A. Deciding the proper classification of any claim, determining the proper  
13 allowance subordination and liquidation for purposes of distribution of  
14 claims estimated for purposes of voting, and resolving objections to claims  
15 and Interests, and the reexamination of Allowed Claims for purposes of  
16 determining acceptances at the time of Confirmation, and the  
17 determination of such objections as may be filed. The failure by the JRS  
18 Group to object to or to examine any Claim for the purpose of determining  
19 Plan acceptance, shall not be deemed to be a waiver of any right to object  
20 to or reexamine any Claim in whole or in part;

21 B. Resolving all disputes regarding title to assets of the Debtor and all  
22 disputes arising under the Bankruptcy Code and to determine all questions  
23 and disputes regarding assets of the Estates, and all causes of action,  
24 controversies, disputes, or conflicts, known or unknown, whether or not  
25 subject to action pending as of the Confirmation Date, between Debtor or  
26 the Reorganized Debtor and any other party, including but not limited to,

1 the right to recover assets, avoid transfers, recover fraudulent transfers,  
2 offset claims, recover money or property from any party or return assets  
3 which were or are the property of the Estates or assets of the Debtor  
4 existing as of the date of the Final Confirmation Order pursuant to the  
5 provisions of the Bankruptcy Code.

6 C. Hearing all matters and deciding all issues regarding the prosecution by  
7 the Reorganized Debtor of any Complaints or causes of action and  
8 preference claims against any person and Objections to any Claims of  
9 creditors and such jurisdiction shall continue after the closing of these  
10 cases.

11 D. Correcting of any defect, curing any omission, or reconciling any  
12 inconsistency between the Plan and the Order Confirming the Plan as may  
13 be appropriate to effectuate the purposes and intent of the Plan;

14 E. Modifying the Plan after confirmation;

15 F. **Determining the appropriateness of the release of any lien;**

16 G. Enforcing and interpreting the terms and conditions of the Plan, or any  
17 other documentation effectuating the Plan and all controversies and  
18 disputes that may arise in connection with the enforcement, interpretation  
19 or consummation of the Plan;

20 H. Resolve any claims or causes of action, including any avoidance actions  
21 arising by operation of U.S.C. §§ 542 through 551, against any creditors or  
22 equity security holders held by the Reorganized Debtor, or any creditors of  
23 the Debtor;

24 I. Determining any claim entitled to priority under Section 507 of the  
25 Bankruptcy Code;

26 J. Entering any order required to close the Debtor's case;

1 K. Determining all matters relating to the assumption, assignment, or  
2 rejection of executory contracts and unexpired leases, including claims for  
3 damages from the rejection of any executory contract or unexpired lease  
4 within such time as the Bankruptcy Court may direct;

5 L. The Bankruptcy Court may liquidate or estimate damages or determine the  
6 manner and time for such liquidation or estimation in connection with any  
7 contingent, disputed, or unliquidated Claims;

8 M. The Court may shorten or extend, for cause, the time fixed for doing any  
9 act or thing under the Plan, on such notice as the Bankruptcy Court shall  
10 determine to be appropriate;

11 N. The Court may enter any order, including injunctions, necessary to enforce  
12 the title, rights, and powers of the Reorganized Debtor, and to impose such  
13 limitations, restrictions, terms and conditions on such title, rights, and  
14 powers as the Bankruptcy Court may deem appropriate; and

15 O. The Court may determine such other matters as may be provided in the  
16 Confirmation Order or as may be authorized under the Bankruptcy Code.

17 **ARTICLE XV - (REQUEST FOR CONFIRMATION)**

18 The JRS Group requests entry of an Order confirming the Plan pursuant to Section 1129  
19 of the Bankruptcy Code.

20 RESPECTFULLY SUBMITTED this 8<sup>th</sup> day of September, 2017

21 **TIFFANY & BOSCO, P.A.**

22 /s/ Christopher R. Kaup

23 Christopher R. Kaup  
24 2525 East Camelback Road, Seventh Floor  
25 Phoenix, Arizona 85016  
26 Attorneys for the JRS Group

1 **FOREGOING** electronically filed with the  
2 Bankruptcy Court on this 8<sup>th</sup> day of  
September, 2017.

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4 notification system if marked with and "\*" or  
5 otherwise mailed, on this or the next business  
day to:

6 Carolyn J. Johnsen  
7 Katherine Anderson Sanchez  
8 Dickinson Wright PLLC  
9 1850 N. Central Avenue, Suite 1400  
10 Phoenix, Arizona  
[cjohnsen@dickinsonwright.com](mailto:cjohnsen@dickinsonwright.com)  
[ksanchez@dickinsonwright.com](mailto:ksanchez@dickinsonwright.com)  
*Attorneys for Debtor\**

OnSite Temp Housing Corporation  
43912 N. Black Canyon Hwy  
Maricopa County, Arizona 85087

Mailing Address  
POB 73367  
Phoenix, Arizona 85050  
*Debtor*

11 Christopher J Pattock  
12 Office of the U.S. Trustee  
13 230 N. First Ave., #204  
14 Phoenix, Arizona 85003-1706  
Email: [Christopher.J.Pattock@usdoj.gov](mailto:Christopher.J.Pattock@usdoj.gov)  
*Attorneys for The U.S. Trustee\**

Richard B. Murphy  
Murphy Karber Cordier PLC  
2025 N Third Street, Suite 200  
Phoenix, Arizona 85004  
Email: [rich@mkcfirm.com](mailto:rich@mkcfirm.com)  
*Attorney for HD Supply Waterworks, Ltd.\**

15 Office of the U.S. Trustee  
16 230 N. First Avenue, Suite 204  
17 Phoenix, Arizona 85003  
*U.S. Trustee*

Timothy H. Shaffer  
Clotho Corporate Recovery, LLC  
Morris Anderson & Associates, LTD  
6929 N. Hayden Rd, Suite C-4  
Box 402  
Scottsdale, Arizona 85250  
Email: [tim@clothoeq.us](mailto:tim@clothoeq.us);  
[TShaffer@morrisanderson.com](mailto:TShaffer@morrisanderson.com);  
*Debtor's Chief Restructuring Officer*

18  
19  
20 Securities and Exchange Commission\*  
21 Attn: Bankruptcy Counsel  
22 444 S. Flower Street, Suite 900  
23 Los Angeles, CA 90071

24  
25  
26 /s/ Louis A. Lofredo

# Plan Exhibit “1”

CAMPBELL & COOMBS, P.C.

Attorneys at Law

Harold E. Campbell, Esq.\*  
Scott H. Coombs, Esq.  
John D. Yohe, Esq.  
1811 S. Alma School Rd. Ste.225  
Mesa, AZ 85210  
(480) 839-4828 Telephone  
(480) 897-1461 Facsimile  
email: heciii@haroldcampbell.com

Donn Kaebisch  
2525 E Misty Willow Ln  
Phoenix AZ 85024

Brad Blaicher  
4021 N 59th St  
Phoenix, AZ 85018

Dear Mr. Kaebisch and Mr. Blaicher:

As you know, I am the estate attorney for On Site Temp Housing Corporation and its Chief Reorganization Officer, Tim Shaffer. It has come to the attention of Mr. Shaffer that very serious allegations are being made against both of you and your spouses concerning funds you have taken from Onsite Temp Housing Corporation in derogation of the bankruptcy code and your fiduciary duties to the Corporation as officers, directors and shareholders. These allegations made by certain of the secured creditors of the corporation are in their words:

“...numerous transfers to or for the benefit of Donn Kaebisch, Brad Blaicher and RPOD which were avoidable as fraudulent transfers or preferences and/or gave to rise to liability against Messrs. Blaicher and Kaebisch under the Trust Fund Doctrine as set forth in *Pepper v. Litton*, 308 U.S. 295, 310-11, 60 S.Ct. 238, 247, 84 L.Ed. 281 (1939) and *A.R. Teeters & Assocs., Inc. v. Eastman Kodak Co.*, 172 Ariz. 324, 331, 836 P.2d 1034, 1041 (App. 1992).”

The bankruptcy code sections entitling the Corporation to recovery of funds from you are 11 U.S.C. Sections 547 and 548. The Trust Fund Doctrine allows a corporation to recover from its officers, directors, or shareholders the transfer of corporate assets (such as cash or personal bills paid ) that occurred while the corporation was insolvent, and the transfer preferred the officers, directors, or shareholders to the disadvantage of other creditors of the same priority. I am attaching for you spreadsheets prepared by your creditors detailing these transfers showing over \$266,000 of transfers which you must pay back to the Corporation.

Demand is hereby made that you remit these funds to the Corporation by July 21, 2017. If these funds are not remitted by said date, or unless you have provided us with a credible

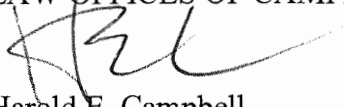
\*CERTIFIED SPECIALIST, BANKRUPTCY LAW, ARIZONA BOARD OF LEGAL SPECIALIZATION



evidence of why the creditors' analysis is wrong, the Corporation is prepared to institute legal action in the bankruptcy to recover the same. As this is a demand by the Corporation against both of you and your spouses personally, you must respond with your own legal counsel. Neither my firm nor any other lawyer hired by the Corporation can assist you.

Regards,

LAW OFFICES OF CAMPBELL & COOMBS



Harold E. Campbell

# One Year Preferential Transfer Analysis

In re Onsite Temp Housing Corp

Payee	Date	Amount of Transfer	Bank Account	Check No. / Reference	Bates No.	All Preferential Transfers 9/20/2015 to 9/20/2016
Brad Blaicher	9/22/2015	\$5,000.00	8120	4036		(\$5,000.00)
Stacy Kaebisch	10/5/2015	\$2,500.00	8120	4094		(\$2,500.00)
Brad Blaicher	10/6/2015	\$5,000.00	8120	4127		(\$5,000.00)
Donn Kaebisch	11/12/2015	\$700.00	8120	Money Market Withdrawal		(\$700.00)
Rpod Rentals	12/15/2015	\$ 100.00		ONLINE XFER TO DDA RPOD REN	OTHC-2783	(\$100.00)
Donn Kaebisch	12/24/2015	\$2,000.00	7236	3595		(\$2,000.00)
Stacy Kaebisch	1/6/2016	\$141.69	7236	paid to Credit One Bank		(\$141.69)
Brad Blaicher	1/8/2016	\$2,708.33	7236	paid a personal loan using Onsite assets		(\$2,708.33)
Donn Kaebisch	3/2/2016	\$1,700.00	7236	3610		(\$1,700.00)
Donn Kaebisch	3/2/2016	\$2,000.00	7236	3609		(\$2,000.00)
Brad Blaicher	3/28/2016	\$700.00	7236	3650		(\$700.00)
Rpod Rentals	3/28/2016	\$ 100.00		ONLINE XFER TO DDA RPOD REN	OTHC-2830	(\$100.00)
Rpod Rentals	5/9/2016	\$ 500.00		ONLINE XFER TO DDA RPOD REN	OTHC-2850	(\$500.00)
Donn Kaebisch	5/13/2016	\$2,000.00	7236	3617		(\$2,000.00)
Rpod Rentals	6/17/2016	\$ 250.00		Processed 6/20/16 for \$250.00	OTHC-2873	(\$250.00)
Donn Kaebisch	8/1/2016	\$12,000.00	8120	Money Market Withdrawal		(\$12,000.00)
Donn Kaebisch	8/9/2016	\$12,000.00	8120	Money Market Withdrawal		(\$12,000.00)
Rpod Rentals	9/8/2016	\$ 19,665.00		Processed 09/08/16 \$19,665.00 Ch#482	OTHC-2917	(\$19,665.00)
Brad Blaicher	9/19/2016	\$10,000.00	8120	Money Market Withdrawal		(\$10,000.00)
Onsite's Petition Date	9/20/2016	n/a	n/a	Bankruptcy - Petition Filing Date		n/a
<b>Totals</b>		<b>\$79,065.02</b>				<b>(\$79,065.02)</b>

**Two Year Statute of Limitation on Filing an Action to Recover under the Trust Fund Doctrine**  
**In re Onsite Temp Housing Corp**

Payee	Date	Amount of Transfer	Bank Account	Check No. / Reference	Bates No.	Lost Since 9/20/2016 Petition Dat to 3/1/2017	Lost Since 3/2/2017 Demand Letter to 6/27/2017	Will be Lost from 6/28/2017 to 12/31/2017
Rpod Rentals	9/26/2014	\$ 4,000.00		ONLINE XFER TO DDA RPOD REN	NBA-293	(\$4,000.00)		
Onsite	10/14/2014	\$2,000.00	8120	Money Market Withdrawal		(\$2,000.00)		
Onsite	10/22/2014	\$600.00	8120	Money Market Withdrawal		(\$600.00)		
Rpod Rentals	10/24/2014	\$ 200.00		ONLINE XFER TO DDA RPOD REN	NBA-316	(\$200.00)		
Stacy Kaebisch	10/26/2014	\$4,000.00	8120	N/A		(\$4,000.00)		
Brad Blaicher	10/27/2014	\$2,500.00	8120	2714		(\$2,500.00)		
Rpod Rentals	10/29/2014	\$ 200.00		ONLINE XFER TO DDA RPOD REN	NBA-317	(\$200.00)		
Stacy Kaebisch	10/30/2014	\$5,000.00	8120	2741		(\$5,000.00)		
Brad Blaicher	11/3/2014	\$2,500.00	8120	2744		(\$2,500.00)		
Frys Foods (Grocery Not Frys Fuel)	11/17/2014	\$223.88	8120			(\$223.88)		
Brad Blaicher	11/20/2014	\$3,000.00	8120	2836		(\$3,000.00)		
Brad Blaicher	11/24/2014	\$4,000.00	8120	cashiers check		(\$4,000.00)		
Frys Foods (Grocery Not Frys Fuel)	11/26/2014	\$51.17	8120			(\$51.17)		
Donn Kaebisch	12/17/2014	\$2,000.00	8120	2969		(\$2,000.00)		
Brad Blaicher	12/22/2014	\$5,000.00	8120	2970		(\$5,000.00)		
Total Wine	12/22/2014	\$199.93	8120			(\$199.93)		
5 Star Nails and Spa	12/26/2014	\$117.00	8120			(\$117.00)		
Corner Archery	1/5/2015	\$600.20	8120			(\$600.20)		
Rpod Rentals	1/26/2015	\$ 500.00		ONLINE XFER TO DDA RPOD REN	OTHC-2566	(\$500.00)		
Onsite	2/3/2015	\$1,000.00	8120	Money Market Withdrawal		(\$1,000.00)		
Onsite	2/17/2015	\$1,000.00	8120	Money Market Withdrawal		(\$1,000.00)		
Onsite	2/24/2015	\$3,000.00	8120	Money Market Withdrawal		(\$3,000.00)		
Web Services	2/26/2015	\$735.00	8120		OTHC-23715	(\$735.00)		
Onsite	2/27/2015	\$1,700.00	8120	Money Market Withdrawal		(\$1,700.00)		
Donn Kaebisch	3/9/2015	\$2,000.00	8120	3238			(\$2,000.00)	
Donn Kaebisch	3/16/2015	\$1,000.00	8120	3254			(\$1,000.00)	
Stacy Kaebisch	3/26/2015	\$2,500.00	8120	3382			(\$2,500.00)	
Frys Foods (Grocery Not Frys Fuel)	3/31/2015	\$72.81	8120				(\$72.81)	
Pet Club (for animals)	4/8/2015	\$19.46	8120				(\$19.46)	
Gretta Bradbury Salon	4/10/2015	\$233.45	8120				(\$233.45)	
Wal Mart	4/10/2015	\$314.37	8120		OTHC-24629		(\$314.37)	
Donn Kaebisch	4/13/2015	\$2,500.00	8120	3393			(\$2,500.00)	
Donn Kaebisch	4/17/2015	\$700.00	8120	Money Market Withdrawal			(\$700.00)	
Rpod Rentals	5/11/2015	\$ 1,100.00		ONLINE XFER TO DDA RPOD REN	OTHC-2648		(\$1,100.00)	
Donn Kaebisch	5/12/2015	\$2,500.00	8120	3540			(\$2,500.00)	
Brad Blaicher	6/6/2015	\$3,750.77	8120	4642			(\$3,750.77)	
Donn Kaebisch	6/6/2015	\$3,750.77	8120	4640			(\$3,750.77)	
Donn Kaebisch	6/15/2015	\$2,500.00	8120	3638			(\$2,500.00)	
Wal Mart	6/22/2015	\$235.02	8120		OTHC-24582		(\$235.02)	
Donn Kaebisch	6/24/2015	\$3,750.77	8120	4681			(\$3,750.77)	

**Two Year Statute of Limitation on Filing an Action to Recover under the Trust Fund Doctrine**  
**In re Onsite Temp Housing Corp**

Payee	Date	Amount of Transfer	Bank Account	Check No. / Reference	Bates No.	Lost Since 9/20/2016 Petition Dat to 3/1/2017	Lost Since 3/2/2017 Demand Letter to 6/27/2017	Will be Lost from 6/28/2017 to 12/31/2017
Rpod Rentals	6/24/2015	\$ 650.00		ONL NE XFER TO DDA RPOD REN	OTHC-2665		(\$650.00)	
Golf Balls.com	6/30/2015	\$40.90	8120					(\$40.90)
Brad Blaicher	7/20/2015	\$5,000.00	8120	3772				(\$5,000.00)
Donn Kaebisch	7/21/2015	\$1,700.00	8120	3812				(\$1,700.00)
Donn Kaebisch	7/31/2015	\$500.00	8120	Money Market Withdrawal				(\$500.00)
Donn Kaebisch	8/6/2015	\$2,861.50	8120		OTHC-22874			(\$2,861.50)
Donn Kaebisch	8/17/2015	\$1,700.00	8120	3917				(\$1,700.00)
Donn Kaebisch	8/24/2015	\$2,000.00	8120	3931				(\$2,000.00)
Rpod Rentals	8/24/2015	\$ 300.00		ONLINE XFER TO DDA RPOD REN	OTHC-2709			(\$300.00)
Rpod Rentals	8/30/2015	\$ 200.00		ONLINE XFER TO DDA RPOD REN	OTHC-2706			(\$200.00)
Rpod Rentals	9/1/2015	\$ 500.00		ONLINE XFER TO DDA RPOD REN	OTHC-2727			(\$500.00)
Wal Mart	9/4/2015	\$248.31	8120		24613			(\$248.31)
Donn Kaebisch	9/8/2015	\$1,700.00	8120	3976				(\$1,700.00)
Brad Blaicher	9/22/2015	\$5,000.00	8120	4036				(\$5,000.00)
Stacy Kaebisch	10/5/2015	\$2,500.00	8120	4094				(\$2,500.00)
Brad Blaicher	10/6/2015	\$5,000.00	8120	4127				(\$5,000.00)
Wal Mart	10/15/2015	\$87.77	8120		OTHC-24647			(\$87.77)
Anesthesia Services	10/28/2015	\$650.00	8120					(\$650.00)
Safeway	11/10/2015	\$48.68	8120		OTHC-23735			(\$48.68)
Donn Kaebisch	11/12/2015	\$700.00	8120	Money Market Withdrawal				(\$700.00)
Total Wine	11/20/2015	\$52.36	8120					(\$52.36)
Wal Mart	12/11/2015	\$142.96	8120		OTHC-24588			(\$142.96)
Rpod Rentals	12/15/2015	\$ 100.00		ONLINE XFER TO DDA RPOD REN	OTHC-2783			(\$100.00)
Wal Mart	12/18/2015	\$600.00	8120		OTHC-24587			(\$600.00)
AZ Archery Club	12/23/2015	\$421.77	8120					(\$421.77)
Wal Mart	12/23/2015	\$603.00	8120		OTHC-24585			(\$603.00)
Donn Kaebisch	12/24/2015	\$2,000.00	7236	3595				(\$2,000.00)
<b>Totals</b>		<b>\$106,361.85</b>				<b>(\$44,127.18)</b>	<b>(\$27,577.42)</b>	<b>(\$34,657.25)</b>

**Four Year Statute of Limitation on Filing an Action to Recover the Voidable Transfers**  
**In re Onsite Temp Housing Corp**

Payee	Date	Amount of Transfer	Bank Account	Check No. / Reference	Bates No.	Lost Since 9/20/2016 Petition Dat to 3/1/2017	Lost Since 3/2/2017 Demand Letter to 6/27/2017	Will be Lost from 6/28/2017 to 12/31/2017
Einstein Bagels	1/7/2013	\$16.12	8120			(\$16.12)		
Frys Foods (Grocery Not Frys Fuel)	1/7/2013	\$136.29	8120			(\$136.29)		
Ghengis Grill	1/7/2013	\$37.09	8120			(\$37.09)		
Milestones Preschool	1/9/2013	\$200.00	8120			(\$200.00)		
Einstein Bagels	1/11/2013	\$16.02	8120			(\$16.02)		
Einstein Bagels	1/14/2013	\$15.85	8120			(\$15.85)		
Spinatos Pizza	1/14/2013	\$12.84	8120			(\$12.84)		
Spinatos Pizza	1/14/2013	\$20.40	8120			(\$20.40)		
Michelles Bar and Grill	1/16/2013	\$14.22	8120			(\$14.22)		
Amigos	1/17/2013	\$65.00	8120			(\$65.00)		
Cartwrights	1/22/2013	\$243.51	8120			(\$243.51)		
Lifetime Café	1/22/2013	\$59.01	8120			(\$59.01)		
Oreganos Pizza	1/22/2013	\$51.95	8120			(\$51.95)		
Stingray Sushi	1/22/2013	\$111.52	8120			(\$111.52)		
Wildlife World Zoo	1/22/2013	\$46.00	8120		OTHC-13544	(\$46.00)		
Dillons KC Style BarbQ	1/23/2013	\$41.12	8120			(\$41.12)		
Keg Desert Ridge	1/28/2013	\$55.71	8120			(\$55.71)		
Tutor Time Day Care	1/31/2013	\$155.00	8120			(\$155.00)		
Frys Foods (Grocery Not Frys Fuel)	2/4/2013	\$206.16	8120			(\$206.16)		
Stacy Kaebisch	2/4/2013	\$683.75	8120	1001		(\$683.75)		
Tutor Time Day Care	2/7/2013	\$155.00	8120			(\$155.00)		
Culvers	2/8/2013	\$18.11	8120			(\$18.11)		
Oreganos Pizza	2/8/2013	\$60.51	8120			(\$60.51)		
Aunt Chiladas	2/11/2013	\$14.20	8120			(\$14.20)		
AZ Game and Fish	2/11/2013	\$61.50	8120			(\$61.50)		
Pita Jungle	2/11/2013	\$16.98	8120			(\$16.98)		
AZ Game and Fish	2/12/2013	\$7.50	8120			(\$7.50)		
Cox	2/12/2013	\$43.99	8120		OTHC-13157	(\$43.99)		
Frys Foods (Grocery Not Frys Fuel)	2/14/2013	\$83.76	8120			(\$83.76)		
Kings Fish House	2/14/2013	\$50.96	8120			(\$50.96)		
Cocomo Joes	2/19/2013	\$30.48	8120			(\$30.48)		
Costco	2/19/2013	\$166.71	8120		OTHC-31401	(\$166.71)		
Frys Foods (Grocery Not Frys Fuel)	2/19/2013	\$83.19	8120			(\$83.19)		
Keg Desert Ridge	2/19/2013	\$32.76	8120			(\$32.76)		
Stacy Kaebisch	2/19/2013	\$1,000.00	8120	1011		(\$1,000.00)		
Costco	2/20/2013	\$51.05	8120		OTHC-13156	(\$51.05)		
Costco	2/20/2013	\$51.05	8120		OTHC-31401	(\$51.05)		
Wallys American Grill	2/27/2013	\$51.56	8120			(\$51.56)		
Stacy Kaebisch	2/28/2013	\$300.00	8120	1021		(\$300.00)		
Tutor Time Day Care	2/28/2013	\$155.00	8120			(\$155.00)		

**Four Year Statute of Limitation on Filing an Action to Recover the Voidable Transfers**  
**In re Onsite Temp Housing Corp**

Payee	Date	Amount of Transfer	Bank Account	Check No. / Reference	Bates No.	Lost Since 9/20/2016 Petition Dat to 3/1/2017	Lost Since 3/2/2017 Demand Letter to 6/27/2017	Will be Lost from 6/28/2017 to 12/31/2017
Apple Itunes (89 Transactions)	3/2/2013	\$1,018.34	8120	Total 3/2/2013 to 10/31/2014			(\$1,018.34)	
Oreganos Pizza	3/7/2013	\$22.89	8120				(\$22.89)	
Starbucks	3/7/2013	\$4.43	8120				(\$4.43)	
Tutor Time Day Care	3/7/2013	\$155.00	8120				(\$155.00)	
Grayhawk Golf Club	3/8/2013	\$38.69	8120				(\$38.69)	
Tilted Kilt Pub	3/8/2013	\$26.93	8120				(\$26.93)	
Harolds Cave Creek	3/11/2013	\$34.94	8120				(\$34.94)	
Little Italys Pizza	3/11/2013	\$47.98	8120				(\$47.98)	
Majerles Sports Grill	3/11/2013	\$58.09	8120				(\$58.09)	
Sandbar Desert Ridge	3/11/2013	\$26.86	8120				(\$26.86)	
Kohls	3/13/2013	\$23.96	8120		OTHC-13576		(\$23.96)	
Tilted Kilt Pub	3/14/2013	\$30.13	8120				(\$30.13)	
Papa Johns	3/15/2013	\$81.38	8120				(\$81.38)	
Scholastic Book Fairs (for kids)	3/15/2013	\$18.55	8120				(\$18.55)	
TP Scottsdale	3/15/2013	\$40.59	8120				(\$40.59)	
Target	3/17/2013	\$30.79	8120		OTHC-13560		(\$30.79)	
Dicks Hideaway	3/21/2013	\$109.27	8120				(\$109.27)	
Tutor Time Day Care	3/21/2013	\$155.00	8120				(\$155.00)	
Babbo Italian Eatery	3/25/2013	\$69.24	8120				(\$69.24)	
Stacy Kaebisch	3/25/2013	\$550.00	8120	1032			(\$550.00)	
Venetian/Palazzo	3/26/2013	\$732.48	8120	Curry Suite at the Venetian in Vegas	OTHC-13542		(\$732.48)	
Classic Barber Shop	3/29/2013	\$56.00	8120				(\$56.00)	
Wal Mart	3/31/2013	\$81.23	8120		OTHC-13558		(\$81.23)	
Fast Fix Jewelry Repair	4/1/2013	\$89.52	8120				(\$89.52)	
Frys Foods (Grocery Not Frys Fuel)	4/1/2013	\$70.23	8120				(\$70.23)	
Oreganos Pizza	4/1/2013	\$34.98	8120				(\$34.98)	
Sandbar Desert Ridge	4/1/2013	\$53.74	8120				(\$53.74)	
Tutor Time Day Care	4/4/2013	\$155.00	8120				(\$155.00)	
Lifetime Fitness	4/10/2013	\$56.37	8120				(\$56.37)	
Stacy Kaebisch	4/10/2013	\$1,100.00	8120	1043			(\$1,100.00)	
Blue 32 Sports Grill	4/11/2013	\$42.94	8120				(\$42.94)	
Tutor Time Day Care	4/11/2013	\$155.00	8120				(\$155.00)	
Bettys Nosh	4/12/2013	\$58.60	8120				(\$58.60)	
Starbucks	4/12/2013	\$12.19	8120				(\$12.19)	
Frys Foods (Grocery Not Frys Fuel)	4/15/2013	\$104.84	8120				(\$104.84)	
Salty Sow	4/15/2013	\$94.74	8120				(\$94.74)	
Tutor Time Day Care	4/16/2013	\$235.00	8120				(\$235.00)	
Frys Foods (Grocery Not Frys Fuel)	4/17/2013	\$33.60	8120				(\$33.60)	
Oreganos Pizza	4/17/2013	\$29.29	8120				(\$29.29)	
Lifetime Café	4/18/2013	\$9.53	8120				(\$9.53)	

**Four Year Statute of Limitation on Filing an Action to Recover the Voidable Transfers**  
**In re Onsite Temp Housing Corp**

Payee	Date	Amount of Transfer	Bank Account	Check No. / Reference	Bates No.	Lost Since 9/20/2016 Petition Dat to 3/1/2017	Lost Since 3/2/2017 Demand Letter to 6/27/2017	Will be Lost from 6/28/2017 to 12/31/2017
Einstein Bagels	4/22/2013	\$16.29	8120				(\$16.29)	
The Phoenix Zoo	4/22/2013	\$50.00	8120				(\$50.00)	
Wallys American Grill	4/22/2013	\$95.68	8120				(\$95.68)	
Zipps Sports Grill	4/22/2013	\$36.99	8120				(\$36.99)	
Bicycles of Phoenix	4/29/2013	\$21.86	8120				(\$21.86)	
Bicycles of Phoenix	4/29/2013	\$251.93	8120				(\$251.93)	
Frys Foods (Grocery Not Frys Fuel)	4/29/2013	\$170.87	8120				(\$170.87)	
Home Depot	4/29/2013	\$76.00	8120		OTHC-13532		(\$76.00)	
IN-N-OUT Burger	4/29/2013	\$18.69	8120				(\$18.69)	
Sandbar Desert Ridge	4/29/2013	\$100.04	8120				(\$100.04)	
Total Wine	4/29/2013	\$46.97	8120				(\$46.97)	
Mugsys Barber shop	4/30/2013	\$33.00	8120				(\$33.00)	
Lifetime Café	5/1/2013	\$25.36	8120				(\$25.36)	
R&R Pizza Express	5/2/2013	\$9.48	8120				(\$9.48)	
Starbucks	5/2/2013	\$9.07	8120				(\$9.07)	
Tutor Time Day Care	5/2/2013	\$229.00	8120				(\$229.00)	
Vans Golf Shop	5/2/2013	\$121.97	8120				(\$121.97)	
Elevate Coffee	5/6/2013	\$10.02	8120				(\$10.02)	
Keg Desert Ridge	5/6/2013	\$62.30	8120				(\$62.30)	
Oreganos Pizza	5/6/2013	\$65.83	8120				(\$65.83)	
Salty Sow	5/6/2013	\$37.12	8120				(\$37.12)	
Total Wine	5/7/2013	\$46.37	8120				(\$46.37)	
Bicycles of Phoenix	5/8/2013	\$43.72	8120				(\$43.72)	
Cox	5/9/2013	\$41.99	8120		OTHC-13157		(\$41.99)	
Frys Foods (Grocery Not Frys Fuel)	5/9/2013	\$34.87	8120				(\$34.87)	
Greek Patio 2	5/9/2013	\$14.72	8120				(\$14.72)	
Sandbar Desert Ridge	5/9/2013	\$85.95	8120				(\$85.95)	
Spinatos Pizza	5/9/2013	\$61.71	8120				(\$61.71)	
Tutor Time Day Care	5/9/2013	\$102.00	8120				(\$102.00)	
Milestones Preschool	5/10/2013	\$200.00	8120				(\$200.00)	
Starbucks	5/10/2013	\$4.43	8120				(\$4.43)	
Blue 32 Sports Grill	5/13/2013	\$35.10	8120				(\$35.10)	
Dandee Liquor Mart	5/13/2013	\$14.69	8120				(\$14.69)	
Ferraros Pizza Racine, WI	5/13/2013	\$43.04	8120				(\$43.04)	
Press Coffee Food	5/13/2013	\$6.45	8120				(\$6.45)	
Press Coffee Food	5/13/2013	\$9.54	8120				(\$9.54)	
Press Coffee Food	5/13/2013	\$12.72	8120				(\$12.72)	
Stacy Kaebisch	5/13/2013	\$2,000.00	8120	1053			(\$2,000.00)	
Dondee Liquor Mart	5/14/2013	\$8.40	8120				(\$8.40)	
Ferraros Pizza Racine, WI	5/14/2013	\$37.26	8120				(\$37.26)	



**Four Year Statute of Limitation on Filing an Action to Recover the Voidable Transfers**  
**In re Onsite Temp Housing Corp**

Payee	Date	Amount of Transfer	Bank Account	Check No. / Reference	Bates No.	Lost Since 9/20/2016 Petition Dat to 3/1/2017	Lost Since 3/2/2017 Demand Letter to 6/27/2017	Will be Lost from 6/28/2017 to 12/31/2017
Frys Foods (Grocery Not Frys Fuel)	5/15/2013	\$226.11	8120				(\$226.11)	
Tutor Time Day Care	5/17/2013	\$155.00	8120				(\$155.00)	
Frys Foods (Grocery Not Frys Fuel)	5/20/2013	\$170.08	8120				(\$170.08)	
Scholastic Book Fairs (for kids)	5/22/2013	\$27.81	8120				(\$27.81)	
Costco	5/23/2013	\$184.81	8120		OTHC-13553		(\$184.81)	
Milestones Preschool	5/24/2013	\$100.00	8120				(\$100.00)	
Dillards Dept Store	5/29/2013	\$125.70	8120				(\$125.70)	
All About Eyes	5/30/2013	\$148.00	8120				(\$148.00)	
Total Wine	5/30/2013	\$53.48	8120				(\$53.48)	
Frys Foods (Grocery Not Frys Fuel)	6/3/2013	\$52.92	8120				(\$52.92)	
Greek Pita 2	6/3/2013	\$8.85	8120				(\$8.85)	
K O Donnells	6/3/2013	\$53.15	8120				(\$53.15)	
Wallys American Grill	6/5/2013	\$24.47	8120				(\$24.47)	
Tutor Time Day Care	6/6/2013	\$155.00	8120				(\$155.00)	
Milestones Preschool	6/7/2013	\$85.00	8120				(\$85.00)	
Revo Burrito	6/7/2013	\$27.61	8120				(\$27.61)	
Wallys American Grill	6/7/2013	\$28.80	8120				(\$28.80)	
Frys Foods (Grocery Not Frys Fuel)	6/10/2013	\$235.14	8120				(\$235.14)	
Total Wine	6/10/2013	\$53.58	8120				(\$53.58)	
Fleur De Lis Cakes	6/12/2013	\$239.91	8120				(\$239.91)	
Greek Pita 2	6/12/2013	\$10.77	8120				(\$10.77)	
Tutor Time Day Care	6/12/2013	\$155.00	8120				(\$155.00)	
Milestones Preschool	6/14/2013	\$85.00	8120				(\$85.00)	
The Buckle, womens clothing	6/14/2013	\$200.19	8120				(\$200.19)	
Blue Martini	6/17/2013	\$40.00	8120				(\$40.00)	
Grimaldi's Pizza	6/17/2013	\$71.92	8120				(\$71.92)	
Modern Margarita	6/17/2013	\$48.00	8120				(\$48.00)	
Tillys clothing	6/17/2013	\$84.16	8120				(\$84.16)	
Stacy Kaebisch	6/18/2013	\$1,200.00	8120	1083			(\$1,200.00)	
Harry Carays Tavern, Chicago	6/20/2013	\$122.60	8120				(\$122.60)	
Pet Club (for animals)	6/21/2013	\$90.91	8120				(\$90.91)	
Home Depot	6/24/2013	\$60.50	8120		OTHC-13592		(\$60.50)	
Milestones Preschool	6/24/2013	\$85.00	8120				(\$85.00)	
Sandbar Desert Ridge	6/24/2013	\$122.89	8120				(\$122.89)	
Milestones Preschool	6/27/2013	\$85.00	8120				(\$85.00)	
Classic Barber Shop	7/1/2013	\$61.00	8120					(\$61.00)
Frys Foods (Grocery Not Frys Fuel)	7/1/2013	\$99.26	8120					(\$99.26)
Papi Chulos	7/1/2013	\$29.05	8120		OTHC-13566			(\$29.05)
Pita Jungle	7/1/2013	\$30.66	8120					(\$30.66)
Sports Authority	7/1/2013	\$184.10	8120					(\$184.10)



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Total Wine	7/1/2013	\$121.85	8120		OTHC-13554			(\$121.85)
Zipps Sports Grill	7/1/2013	\$27.63	8120					(\$27.63)
Frys Foods (Grocery Not Frys Fuel)	7/2/2013	\$160.75	8120					(\$160.75)
Sandbar Desert Ridge	7/3/2013	\$27.74	8120					(\$27.74)
Kids Park	7/5/2013	\$53.00	8120					(\$53.00)
Sandbar Desert Ridge	7/10/2013	\$21.33	8120					(\$21.33)
Starbucks	7/10/2013	\$7.15	8120					(\$7.15)
Milestones Preschool	7/11/2013	\$75.00	8120					(\$75.00)
Sandbar Desert Ridge	7/11/2013	\$48.99	8120					(\$48.99)
Tutor Time Day Care	7/11/2013	\$232.00	8120					(\$232.00)
Salty Sow	7/12/2013	\$64.15	8120					(\$64.15)
Sandbar Desert Ridge	7/12/2013	\$1.00	8120					(\$1.00)
Sandbar Desert Ridge	7/12/2013	\$20.16	8120					(\$20.16)
Tilted Kilt Pub	7/12/2013	\$18.39	8120					(\$18.39)
Arrowhead Bar and Grill	7/15/2013	\$86.81	8120					(\$86.81)
Olive Garden	7/15/2013	\$26.18	8120					(\$26.18)
Stacy Kaebisch	7/16/2013	\$1,200.00	8120	1105				(\$1,200.00)
Tutor Time Day Care	7/16/2013	\$155.50	8120					(\$155.50)
Blue Agave Mexican	7/17/2013	\$34.67	8120					(\$34.67)
Milestones Preschool	7/17/2013	\$85.00	8120					(\$85.00)
Sakana Sushi 2	7/19/2013	\$40.12	8120					(\$40.12)
Defalcos Italian Grocery	7/22/2013	\$12.74	8120					(\$12.74)
Frys Foods (Grocery Not Frys Fuel)	7/22/2013	\$162.21	8120					(\$162.21)
Salty Sow	7/22/2013	\$26.00	8120					(\$26.00)
Sandbar Desert Ridge	7/22/2013	\$72.59	8120					(\$72.59)
Tutor Time Day Care	7/22/2013	\$34.00	8120					(\$34.00)
Q Bar and Grill 2	7/24/2013	\$31.37	8120					(\$31.37)
Q Bar and Grill 2	7/24/2013	\$65.91	8120					(\$65.91)
Tutor Time Day Care	7/24/2013	\$155.00	8120					(\$155.00)
Q Bar and Grill 2	7/26/2013	\$47.78	8120					(\$47.78)
Milestones Preschool	7/29/2013	\$85.00	8120					(\$85.00)
Hilton Boulders Resort, Carefree AZ	7/30/2013	\$885.54	8120					(\$885.54)
Sandbar Desert Ridge	8/1/2013	\$113.81	8120					(\$113.81)
Tutor Time Day Care	8/1/2013	\$155.00	8120					(\$155.00)
Blue Martini	8/5/2013	\$25.00	8120					(\$25.00)
Frys Foods (Grocery Not Frys Fuel)	8/5/2013	\$116.12	8120					(\$116.12)
Modern Margarita	8/5/2013	\$21.00	8120					(\$21.00)
Frys Foods (Grocery Not Frys Fuel)	8/8/2013	\$71.62	8120					(\$71.62)
Bicycles of Phoenix	8/9/2013	\$37.91	8120					(\$37.91)
Costco	8/12/2013	\$388.14	8120		OTHC-13534			(\$388.14)

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Sandbar Desert Ridge	8/12/2013	\$117.94	8120					(\$117.94)
Portillos Hot Dogs	8/15/2013	\$14.40	8120					(\$14.40)
Portillos Hot Dogs	8/15/2013	\$22.87	8120					(\$22.87)
Frys Foods (Grocery Not Frys Fuel)	8/19/2013	\$39.90	8120					(\$39.90)
Q Bar and Grill 2	8/19/2013	\$40.74	8120					(\$40.74)
Rays Pizza	8/19/2013	\$31.02	8120					(\$31.02)
Brad Blaicher	8/20/2013	\$1,250.00	8120	1148				(\$1,250.00)
Stacy Kaebisch	8/20/2013	\$1,500.00	8120	1158				(\$1,500.00)
Brad Blaicher	8/26/2013	\$1,250.00	8120	1162				(\$1,250.00)
Costco	8/30/2013	\$381.38	8120		OTHC-31396			(\$381.38)
Frys Foods (Grocery Not Frys Fuel)	9/1/2013	\$0.00	8120					\$0.00
Total Wine	9/3/2013	\$57.86	8120					(\$57.86)
Costco	9/5/2013	\$120.85	8120		OTHC-31397			(\$120.85)
Modern Margarita	9/9/2013	\$61.00	8120					(\$61.00)
Sandbar Desert Ridge	9/9/2013	\$62.96	8120					(\$62.96)
Brad Blaicher	9/11/2013	\$1,250.00	8120	1203				(\$1,250.00)
Sandbar Desert Ridge	9/13/2013	\$63.44	8120					(\$63.44)
Barrio Café	9/18/2013	\$52.39	8120					(\$52.39)
Tilted Kilt Pub	9/18/2013	\$26.85	8120					(\$26.85)
Stacy Kaebisch	9/19/2013	\$1,700.00	8120	1216				(\$1,700.00)
Sandbar Desert Ridge	9/30/2013	\$86.68	8120					(\$86.68)
Rinaldis Deli	10/2/2013	\$29.88	8120					(\$29.88)
Pet Club (for animals)	10/3/2013	\$30.25	8120					(\$30.25)
Stacy Kaebisch	10/3/2013	\$500.00	8120	1238				(\$500.00)
Wal Mart	10/10/2013	\$26.04	8120		OTHC-13365			(\$26.04)
Sandbar Desert Ridge	10/17/2013	\$40.49	8120					(\$40.49)
Keg Desert Ridge	10/18/2013	\$148.73	8120					(\$148.73)
Stacy Kaebisch	10/18/2013	\$1,700.00	8120	1272				(\$1,700.00)
Brad Blaicher	10/21/2013	\$2,500.00	8120	1266				(\$2,500.00)
Chompies Restaurant	10/21/2013	\$17.62	8120					(\$17.62)
Dave and Busters	10/21/2013	\$112.00	8120					(\$112.00)
Oreganos Pizza	10/21/2013	\$10.05	8120					(\$10.05)
Oreganos Pizza	10/21/2013	\$40.01	8120					(\$40.01)
Wal Mart	10/21/2013	\$232.73	8120		OTHC-13513			(\$232.73)
Sandbar Desert Ridge	10/24/2013	\$45.91	8120					(\$45.91)
Biltomore SP Lounge	10/25/2013	\$211.00	8120					(\$211.00)
Frys Foods (Grocery Not Frys Fuel)	10/25/2013	\$61.21	8120					(\$61.21)
Wal Mart	10/30/2013	\$29.17	8120		OTHC-13516			(\$29.17)
Scholastic Book Fairs (for kids)	10/31/2013	\$22.98	8120					(\$22.98)
Scholastic Book Fairs (for kids)	11/1/2013	\$34.94	8120					(\$34.94)

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Frys Foods (Grocery Not Frys Fuel)	11/4/2013	\$25.64	8120					(\$25.64)
Frys Foods (Grocery Not Frys Fuel)	11/4/2013	\$160.77	8120					(\$160.77)
City of Phoenix	11/6/2013	\$100.00	8120		OTHC-13138			(\$100.00)
McDonalds	11/6/2013	\$8.92	8120					(\$8.92)
Carolinas Mexican	11/8/2013	\$13.97	8120					(\$13.97)
Sandbar Desert Ridge	11/12/2013	\$66.88	8120		OTHC-13426			(\$66.88)
Sandbar Desert Ridge	11/12/2013	\$102.20	8120					(\$102.20)
Total Wine	11/12/2013	\$34.60	8120					(\$34.60)
Culvers	11/19/2013	\$12.00	8120					(\$12.00)
Lifetime Café	11/20/2013	\$4.65	8120					(\$4.65)
Wallys American Grill	11/22/2013	\$55.38	8120					(\$55.38)
Brad Blaicher	11/26/2013	\$30,000.00	8120	wire transfer				(\$30,000.00)
Stacy Kaebisch	11/26/2013	\$1,700.00	8120	1338				(\$1,700.00)
Glamour Nail Spa	12/2/2013	\$107.00	8120					(\$107.00)
Toys R Us	12/2/2013	\$168.80	8120					(\$168.80)
Costco	12/4/2013	\$688.05	8120		OTHC-31403			(\$688.05)
O&H Danish Bakery, Wisconsin	12/6/2013	\$28.90	8120					(\$28.90)
O&H Danish Bakery, Wisconsin	12/6/2013	\$123.65	8120					(\$123.65)
O&H Danish Bakery, Wisconsin	12/6/2013	\$273.85	8120					(\$273.85)
Blue 32 Sports Grill	12/9/2013	\$49.11	8120		OTHC-13086			(\$49.11)
Keg Desert Ridge	12/9/2013	\$48.45	8120					(\$48.45)
Modern Margarita	12/9/2013	\$34.16	8120					(\$34.16)
Q Bar and Grill 2	12/9/2013	\$43.45	8120					(\$43.45)
Total Wine	12/9/2013	\$110.70	8120		OTHC-13469			(\$110.70)
Shanes Rib Shack	12/10/2013	\$28.76	8120					(\$28.76)
The Buckle, womens clothing	12/11/2013	\$182.33	8120					(\$182.33)
Buffalo Wild Wings	12/12/2013	\$37.26	8120		OTHC-13093			(\$37.26)
Stacy Kaebisch	12/12/2013	\$1,700.00	8120	1383				(\$1,700.00)
Costco	12/13/2013	\$222.64	8120		OTHC-31395			(\$222.64)
Stacy Kaebisch	12/13/2013	\$300.00	8120	1390				(\$300.00)
Brad Blaicher	12/16/2013	\$2,500.00	8120	1398				(\$2,500.00)
Dominicks	12/16/2013	\$182.26	8120					(\$182.26)
Honey Baked Ham	12/16/2013	\$230.36	8120					(\$230.36)
Talking Stick Resort and Casino	12/16/2013	\$452.59	8120					(\$452.59)
All About Eyes	12/19/2013	\$138.00	8120					(\$138.00)
O&H Danish Bakery, Wisconsin	12/20/2013	\$123.65	8120					(\$123.65)
O&H Danish Bakery, Wisconsin	12/20/2013	\$237.35	8120					(\$237.35)
Costco	12/23/2013	\$207.96	8120		OTHC-31399			(\$207.96)
Guitar Center	12/23/2013	\$34.52	8120		OTHC-13276			(\$34.52)
Sandbar Desert Ridge	12/23/2013	\$105.50	8120					(\$105.50)

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Frys Foods (Grocery Not Frys Fuel)	12/24/2013	\$160.20	8120					(\$160.20)
Oreganos Pizza	12/24/2013	\$178.09	8120					(\$178.09)
Stacy Kaebisch	12/24/2013	\$400.00	8120	1429				(\$400.00)
Brad Blaicher	12/26/2013	\$1,100.00	8120	1430				(\$1,100.00)
Frys Foods (Grocery Not Frys Fuel)	12/30/2013	\$217.98	8120					(\$217.98)
Mellow Mushroom	12/30/2013	\$146.18	8120					(\$146.18)
Sandbar Desert Ridge	12/30/2013	\$236.02	8120					(\$236.02)
Burger King	12/31/2013	\$14.76	8120					(\$14.76)
Costco	12/31/2013	\$253.94	8120		OTHC-13152			(\$253.94)
<b>Totals</b>		<b>\$81,972.00</b>				<b>(\$4,621.87)</b>	<b>(\$14,657.13)</b>	<b>(\$62,693.00)</b>

# CAMPBELL & COOMBS, P.C.

Attorneys at Law

Harold E. Campbell, Esq.\*  
John D. Yohe, Esq.

Scott H. Coombs, Esq.

1811 S. Alma School Rd. Ste.225  
Mesa, AZ 85210  
(480) 839-4828 Telephone  
(480) 897-1461 Facsimile  
email: heciii@haroldcampbell.com

August 4, 2017

RPOD RENTALS.COM LLC  
c/o Donn Kaebisch, Member  
2525 E Misty Willow Ln  
Phoenix AZ 85024

Brad Blaicher, Member  
4021 N 59th St  
Phoenix, AZ 85018

Delator Corporation, Statutory Agent  
8171 East Indian Bend Road  
Suite 101  
Scottsdale, AZ 85250

Bradley Blaicher, Member  
2140 West Williams Drive  
Phoenix, AZ 85027

Gentlemen:

I am the bankruptcy estate attorney for On Site Temp Housing Corporation and its Chief Reorganization Officer, Tim Shaffer. Attached hereto is a demand letter made to Donn Kaebisch and Bradley Blaicher regarding the On Site bankruptcy. As many of the transfers referred to therein concern RPOD Rentals.com LLC, the same demand applies to RPOD.

Demand is hereby made that you remit these funds to the Corporation by September 1, 2017. If these funds are not remitted by said date, or unless you have provided us with a credible evidence of why the creditors' analysis is wrong, the Corporation is prepared to institute legal action in the bankruptcy to recover the same.

Regards,

LAW OFFICES OF CAMPBELL & COOMBS

Harold E. Campbell

\*CERTIFIED SPECIALIST, BANKRUPTCY LAW, ARIZONA BOARD OF LEGAL SPECIALIZATION

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**From:** Roxanne A. McHugh  
**Sent:** Thursday, March 02, 2017 1:20 PM  
**To:** Hal Campbell; 'John Yohe'  
**Cc:** Justin P. Nelson; Louis A. Lofredo; Roxanne A. McHugh  
**Subject:** Meeting, Tuesday, February 28, 2017 - T&B No. 21616-002 / JRS Funding

Hal and John,

Thank you for joining us for lunch yesterday. As you know, we discussed with you during our meeting on Tuesday the insurmountable hurdles faced by the Debtor in this case and why we think it is inevitable that the Court is going to appoint a trustee in this matter. We strongly feel all parties will benefit from a stipulation to the appointment of a trustee because it will eliminate the very substantial attorneys' fees and costs both parties will bear with continued discovery and preparing for and attending a two-day trial. As you requested on Tuesday, we have summarized below the serious issues facing both the Debtor's current management and you as counsel. Citations to "Tab" refer to the tabbed documents in the binder we gave you at lunch Tuesday.

1. The retainer received by your firm is subject to disgorgement because RPOD Rentals was the actual source of the money. You knew this fact but it was not disclosed in any document filed with the Court. The bank statements disclosed by RPOD show a payment from Campbell & Coombs for \$20,000, and a handwritten explanation, presumably written by Blaicher or Kaebisch, stating the \$20,000 was a return of your retainer fee for representing OnSite in the bankruptcy proceeding. See Tab 1 at RPOD-000001 and RPOD-000003. That \$20,000 was deposited back into RPOD's National Bank of Arizona bank account on September 20, 2016. *Id.* The next day, RPOD transferred \$10,000 to OnSite Temp Housing, and by September 30, 2016, a total of \$18,000 had been transferred from RPOD to OnSite. *Id.* At best, your disclosures in your employment application, and your 2014 and 2016 Statements and you fee application are incomplete and misleading. This creates a *Crimson Investment* problem, which we not only intend to raise in an Objection to your Application for Attorney Fees, but also to show mismanagement of the Debtor by the Principals at the evidentiary hearing on our Petition to Appoint a Trustee. As we told you at our meeting on Tuesday, if the Debtor proceeds to oppose the appointment of a Chapter 11 Trustee and your firm continues as its counsel, please be advised that I expect our firm will be directed to seek all appropriate remedies, including disgorgement, in our objection to your fee application.

As an aside, you told me that Jim Riley had threatened in an email that "you would not be paid a penny" in the case. I have read the email to which, I believe you were referring. Mr. Riley wrote that "Attorney fees charged by your firm to the bankruptcy estate to pursue a Chapter 11 bankruptcy will be vigorously challenged by the Plaintiffs/Creditors." I can assure you that Mr. Riley bears no personal animus toward you, John Yohe or your firm. He was simply advising you that our clients would contest any application filed by your firm in the manner provided by Code and Rules as is the right of every creditor in a bankruptcy case.

2. You will see numerous checks to Mrs. Kaebisch at Tab 11 with the words "rent" or "rent and storage" in the Memo line. That information was false and misleading. The testimony that was elicited at Stacy Kaebisch's deposition is also quite damaging to the Debtor's position. She testified she was not employed by the Debtor, and yet there are over \$40,000 in checks written to her from Debtor's National Bank of Arizona account \*\*\*\*8120. See *generally* Tab 10. At her deposition she testified that

many of these checks were written to her not as rent due to her from the Debtor. Rather, those checks were for the payment of the rent she and Mr. Kaebisch owed to the landlord of their **home**. Despite her testimony of not being employed by the Debtor, Mrs. Kaebisch signed multiple checks from the Debtor's bank account for thousands of dollars including many checks to her husband. This occurred while the Debtor was insolvent and continued after the fraud on our clients and default on their notes. See generally Tab 11. As you know, Messrs. Kaebisch and Blaicher owed fiduciary duties to all creditors of Onsite, including our clients, as of the date the company entered the "zone of insolvency". Although Mrs. Kaebisch did not admit to using the company's bank card, thousands of dollars of expenses were spent at stores, doctor's offices, and schools/daycare centers attended by the Kaebischs' children near the Kaebisch's home. Mrs. Kaebisch admitted, during her deposition, to frequenting those stores. This information, including Mrs. Kaebisch's deposition testimony, establishes that the statements in Paragraph 16 of Mr. Kaebisch's Declaration dated January 17, 2017, were false and he committed perjury during this case

3. Yesterday's deposition of AK Khan further supports our position that the appointment of a trustee is appropriate. Mr. Khan testified that we could rely on the financial statements as being true and accurate and that all payments by the company to or for the benefit of Mr. Kaebisch and Mr. Blaicher are properly categorized as either business expenses or shareholder distributions. The 2015 and 2016 Balance Sheet prepared by Mr. Khan show that there were hundreds of thousands of distributions to shareholders **based on the information provided to him Messrs. Kaebisch and Blaicher** and his firm did not review all of the financial information and perform its own analysis of whether certain payments were for legitimate business expenses or were for the payment of personal obligations. Based on our review of the General Ledger and Onsite's bank statements, we believe the actual amount of payments to or for the benefit of the Kaebischs and Mr. Blaicher substantially exceeds the amounts characterized as Shareholder Distributions in the Balance Sheets.

The Balance Sheets also reveal that the Debtor was insolvent from day one, yet it made hundreds of thousands of dollars in shareholder distributions over the years. Allowing these distributions is a clear breach of the fiduciary duty owed by Blaicher and Kaebisch to creditors of the estate under the Trust Fund Doctrine as set forth in *Pepper v. Litton*, 308 U.S. 295, 310-11, 60 S.Ct. 238, 247, 84 L.Ed. 281 (1939) and *A.R. Teeters & Assocs., Inc. v. Eastman Kodak Co.*, 172 Ariz. 324, 331, 836 P.2d 1034, 1041 (App. 1992). This fact alone is a clear basis for appointment of a trustee. As we have told you and as you will see from reviewing the Debtor's bank statements, these payments of personal expenses continued postpetition and even out of the Debtor in Possession operating account at National Bank of Arizona.

4. As we discussed, bank statements produced by RPOD Rentals provide a solid basis for filing a complaint against RPOD for substantive consolidation. RPOD's bank statements reveal over a hundred transactions that have been characterized as "loans" or "loan paybacks." See Tab 9. Furthermore, Blaicher and Kaebisch are the principals of both entities and have apparently not documented any of these loans. There are no apparent mechanisms or formalities in place to distinguish the affairs of RPOD and OnSite. This entanglement of the two entities not only gives rise to substantive consolidation but also shows gross mismanagement of the Debtor, which, standing alone, is a clear basis for appointment of a trustee.
5. The Debtor also failed to list RPOD as a creditor in Schedule F of its bankruptcy filings. Additionally, the Debtor lied in the bankruptcy schedules by failing to disclose the payments to RPOD during the year before filing the bankruptcy petition. For example, the Debtor deposited \$19,665 in RPOD's bank

account on September 7, 2016—only three weeks before filing the bankruptcy petition. See Tab 2 at RPOD-000006.

6. Finally, Messrs. Blaicher and Kaebisch continued making post-petition payments to Capital One and Cabela's for personal credit card bills from the DIP account and its non-DIP account. See Tab 4 at OTHC-012835, OTHC-012849, OTHC-012863, OTHC-012885, OTHC-012886. They also made multiple post-petition transfers from one of the DIP accounts to the prepetition operating account (last four digits -8120). See Tab 4 at OTHC-012833 (showing over \$11,000 of transfers from DIP account \*\*\*\*2010 to non-DIP account \*\*\*\*8120. These post-petition transfers of estate money provide clear evidence of dishonesty, fraud, incompetency, breach of fiduciary duty, and gross mismanagement of the Debtor. This information establishes that the statements in Paragraph 16 of Mr. Kaebisch's Declaration dated January 17, 2017, and in Paragraph 16 of Mr. Blaicher's Declaration dated January 17, 2017 were false and he committed perjury during this case. The \$30,000 wire transfer from the Debtor to Mr. Blaicher on November 26, 2013 on the same day it received funds from Scott Gould also establishes that Mr. Blaicher lied in his declaration. As you are aware a finding of just one of those grounds is sufficient for appointment of a trustee under Bankruptcy Code § 1104.

We appreciate the difficulty of your situation, but we are confident the Court will inevitably appoint a trustee, pursuant to Section 1104(a)(1), in this matter given the egregious conduct of the Debtor's principals. An additional matter we did not discuss on Tuesday is that our clients constitute the vast majority of the claims (both secured and unsecured) in this case. They have determined that the appointment of a Chapter 11 trustee is in their best interest. As a result, it is clear that we will be able to satisfy the requirement of Section 1104(a)(2). Although Messrs. Kaebisch and Blaicher may believe the appointment of a trustee is not in their interest that will not be a consideration for the court. And, if they put their interest above the interests of creditors, it would be another violation of their fiduciary duties. If the Debtor stipulates to the appointment of a trustee, it will save all parties both time and a substantial amount of money. I also expect we could quickly reach agreement on your pending fee application.

Please advise whether the Debtor will agree to stipulate to the appointment of a trustee after you have discussed this matter with the officers of the Debtor.

Thank you.

Christopher R. Kaup | Shareholder | 602.255.6024



Seventh Floor Camelback Esplanade II | 2525 E Camelback Road | Phoenix, AZ 85016  
P 602.255.6000 | F 602.255.0103

[crk@tblaw.com](mailto:crk@tblaw.com) | [Bio](#) | [vCard](#) | [Website](#) | [Practice Areas](#)

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**From:** Christopher R. Kaup  
**Sent:** Saturday, July 01, 2017 1:57 PM  
**To:** Hal Campbell; John Yohe  
**Cc:** 'Timothy Shaffer' (tim@clothoeq.us); Louis A. Lofredo; Justin P. Nelson  
**Subject:** Fraudulent Transfers, Transfers in Violation of Trust Fund Doctrine and Insider Preferences  
**Attachments:** 4C26726-Preferential Transfers - 1 Year Prior to Petition Date.PDF; 4C26731-Trust Fund Transfers - Dec 2015.PDF; 4C23887-Voidable Transfers Through December 2013.PDF

As you know from our meeting on February 28, 2017, and my email to you on March 2, 2017, at 1:20 p.m., we identified for you numerous transfers to or for the benefit of Donn Kaebisch, Brad Blaicher and RPOD which were avoidable as fraudulent transfers or preferences and/or gave to rise to liability against Messrs. Blaicher and Kaebisch under the Trust Fund Doctrine as set forth in *Pepper v. Litton*, 308 U.S. 295, 310-11, 60 S.Ct. 238, 247, 84 L.Ed. 281 (1939) and *A.R. Teeters & Assocs., Inc. v. Eastman Kodak Co.*, 172 Ariz. 324, 331, 836 P.2d 1034, 1041 (App. 1992). Your firm has taken no steps to pursue the recovery of the large amount of funds improperly taken from the Debtor and its creditors during the last four months.

I am aware that you were not able to initiate causes of action against Messrs. Kaebisch and Blaicher and their company, RPOD, because they were the officers of the Debtor during most of that time. However, Tim Shaffer has been the CRO for two months and, as a result, you are no longer handicapped by Kaebisch, Blaicher and their inherent conflict of interest. As we warned you back in early March that every day which passes without filing a complaint causes damage to the Bankruptcy Estate as more transfers are no longer recoverable due to applicable statutes of limitation.

For ease of your reference, I have attached three spreadsheets which list the transfers recoverable under the different legal theories, the dates of the transfers, the dollar value of the claims which are now barred by the applicable statute of limitations and the transfers which will not be recoverable if the Estate fails to bring an action during the rest of the year. For example, you will see that over \$14,600.00 of fraudulent transfers became barred by the four year statute of limitations for fraudulent transfers since our email to you on March 2 and an additional \$62,693.00 of fraudulent transfer claims will expire by the end of 2017. Similarly, the value of the claims against Messrs. Blaicher and Kaebisch under the Trust Fund Doctrine has been diminished by \$27,577.42 due to the failure to file such an action against them after you received my email on March 2. The Bankruptcy Estate will be damaged by almost \$35,000.00 by the end of the year due to the expiration of the two year statute of limitations on claims based on the Trust Fund Doctrine.

We renew our request that you review these claims, now with Tim Shaffer, and file a complaint against Mr. Kaebisch, Mr. Blaicher and RPOD in order to protect the interests of the Bankruptcy Estate. If you and Mr. Shaffer decide not to pursue these claims, please provide a written explanation of the reasons for that decision.

I will be traveling out of state through July 12. However, I will be available on my cell (602-432-1555) in order to discuss this matter and will have full access to emails. I look forward to hearing from you soon.

Christopher R. Kaup | Shareholder | 602.255.6024



Seventh Floor Camelback Esplanade II | 2525 E Camelback Road | Phoenix, AZ 85016  
P 602.255.6000 | F 602.255.0103  
[crk@tblaw.com](mailto:crk@tblaw.com) | [Bio](#) | [vCard](#) | [Website](#) | [Practice Areas](#)

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**One Year Preferential Transfer Analysis**  
In re Onsite Temp Housing Corp

Payee	Date	Amount of Transfer	Bank Account	Check No. / Reference	Bates No.	All Preferential Transfers 9/20/2015 to 9/20/2016
Brad Blaicher	9/22/2015	\$5,000.00	8120	4036		(\$5,000.00)
Stacy Kaebisch	10/5/2015	\$2,500.00	8120	4094		(\$2,500.00)
Brad Blaicher	10/6/2015	\$5,000.00	8120	4127		(\$5,000.00)
Donn Kaebisch	11/12/2015	\$700.00	8120	Money Market Withdrawal		(\$700.00)
Rpod Rentals	12/15/2015	\$ 100.00		ONLINE XFER TO DDA RPOD REN	OTHC-2783	(\$100.00)
Donn Kaebisch	12/24/2015	\$2,000.00	7236	3595		(\$2,000.00)
Stacy Kaebisch	1/6/2016	\$141.69	7236	paid to Credit One Bank		(\$141.69)
Brad Blaicher	1/8/2016	\$2,708.33	7236	paid a personal loan using Onsite assets		(\$2,708.33)
Donn Kaebisch	3/2/2016	\$1,700.00	7236	3610		(\$1,700.00)
Donn Kaebisch	3/2/2016	\$2,000.00	7236	3609		(\$2,000.00)
Brad Blaicher	3/28/2016	\$700.00	7236	3650		(\$700.00)
Rpod Rentals	3/28/2016	\$ 100.00		ONLINE XFER TO DDA RPOD REN	OTHC-2830	(\$100.00)
Rpod Rentals	5/9/2016	\$ 500.00		ONLINE XFER TO DDA RPOD REN	OTHC-2850	(\$500.00)
Donn Kaebisch	5/13/2016	\$2,000.00	7236	3617		(\$2,000.00)
Rpod Rentals	6/17/2016	\$ 250.00		Processed 6/20/16 for \$250.00	OTHC-2873	(\$250.00)
Donn Kaebisch	8/1/2016	\$12,000.00	8120	Money Market Withdrawal		(\$12,000.00)
Donn Kaebisch	8/9/2016	\$12,000.00	8120	Money Market Withdrawal		(\$12,000.00)
Rpod Rentals	9/8/2016	\$ 19,665.00		Processed 09/08/16 \$19,665.00 Ch#482	OTHC-2917	(\$19,665.00)
Brad Blaicher	9/19/2016	\$10,000.00	8120	Money Market Withdrawal		(\$10,000.00)
Onsite's Petition Date	9/20/2016	n/a	n/a	Bankruptcy - Petition Filing Date		n/a
<b>Totals</b>		<b>\$79,065.02</b>				<b>(\$79,065.02)</b>

**Two Year Statute of Limitation on Filing an Action to Recover under the Trust Fund Doctrine**  
**In re Onsite Temp Housing Corp**

Payee	Date	Amount of Transfer	Bank Account	Check No. / Reference	Bates No.	Lost Since 9/20/2016 Petition Dat to 3/1/2017	Lost Since 3/2/2017 Demand Letter to 6/27/2017	Will be Lost from 6/28/2017 to 12/31/2017
Rpod Rentals	9/26/2014	\$ 4,000.00		ONLINE XFER TO DDA RPOD REN	NBA-293	(\$4,000.00)		
Onsite	10/14/2014	\$2,000.00	8120	Money Market Withdrawal		(\$2,000.00)		
Onsite	10/22/2014	\$600.00	8120	Money Market Withdrawal		(\$600.00)		
Rpod Rentals	10/24/2014	\$ 200.00		ONLINE XFER TO DDA RPOD REN	NBA-316	(\$200.00)		
Stacy Kaebisch	10/26/2014	\$4,000.00	8120	N/A		(\$4,000.00)		
Brad Blaicher	10/27/2014	\$2,500.00	8120	2714		(\$2,500.00)		
Rpod Rentals	10/29/2014	\$ 200.00		ONLINE XFER TO DDA RPOD REN	NBA-317	(\$200.00)		
Stacy Kaebisch	10/30/2014	\$5,000.00	8120	2741		(\$5,000.00)		
Brad Blaicher	11/3/2014	\$2,500.00	8120	2744		(\$2,500.00)		
Frys Foods (Grocery Not Frys Fuel)	11/17/2014	\$223.88	8120			(\$223.88)		
Brad Blaicher	11/20/2014	\$3,000.00	8120	2836		(\$3,000.00)		
Brad Blaicher	11/24/2014	\$4,000.00	8120	cashiers check		(\$4,000.00)		
Frys Foods (Grocery Not Frys Fuel)	11/26/2014	\$51.17	8120			(\$51.17)		
Donn Kaebisch	12/17/2014	\$2,000.00	8120	2969		(\$2,000.00)		
Brad Blaicher	12/22/2014	\$5,000.00	8120	2970		(\$5,000.00)		
Total Wine	12/22/2014	\$199.93	8120			(\$199.93)		
5 Star Nails and Spa	12/26/2014	\$117.00	8120			(\$117.00)		
Corner Archery	1/5/2015	\$600.20	8120			(\$600.20)		
Rpod Rentals	1/26/2015	\$ 500.00		ONLINE XFER TO DDA RPOD REN	OTHC-2566	(\$500.00)		
Onsite	2/3/2015	\$1,000.00	8120	Money Market Withdrawal		(\$1,000.00)		
Onsite	2/17/2015	\$1,000.00	8120	Money Market Withdrawal		(\$1,000.00)		
Onsite	2/24/2015	\$3,000.00	8120	Money Market Withdrawal		(\$3,000.00)		
Web Services	2/26/2015	\$735.00	8120		OTHC-23715	(\$735.00)		
Onsite	2/27/2015	\$1,700.00	8120	Money Market Withdrawal		(\$1,700.00)		
Donn Kaebisch	3/9/2015	\$2,000.00	8120	3238			(\$2,000.00)	
Donn Kaebisch	3/16/2015	\$1,000.00	8120	3254			(\$1,000.00)	
Stacy Kaebisch	3/26/2015	\$2,500.00	8120	3382			(\$2,500.00)	
Frys Foods (Grocery Not Frys Fuel)	3/31/2015	\$72.81	8120				(\$72.81)	
Pet Club (for animals)	4/8/2015	\$19.46	8120				(\$19.46)	
Gretta Bradbury Salon	4/10/2015	\$233.45	8120				(\$233.45)	
Wal Mart	4/10/2015	\$314.37	8120		OTHC-24629		(\$314.37)	
Donn Kaebisch	4/13/2015	\$2,500.00	8120	3393			(\$2,500.00)	
Donn Kaebisch	4/17/2015	\$700.00	8120	Money Market Withdrawal			(\$700.00)	
Rpod Rentals	5/11/2015	\$ 1,100.00		ONLINE XFER TO DDA RPOD REN	OTHC-2648	(\$1,100.00)		
Donn Kaebisch	5/12/2015	\$2,500.00	8120	3540			(\$2,500.00)	
Brad Blaicher	6/6/2015	\$3,750.77	8120	4642			(\$3,750.77)	
Donn Kaebisch	6/6/2015	\$3,750.77	8120	4640			(\$3,750.77)	
Donn Kaebisch	6/15/2015	\$2,500.00	8120	3638			(\$2,500.00)	
Wal Mart	6/22/2015	\$235.02	8120		OTHC-24582		(\$235.02)	
Donn Kaebisch	6/24/2015	\$3,750.77	8120	4681			(\$3,750.77)	

## Two Year Statute of Limitation on Filing an Action to Recover under the Trust Fund Doctrine

In re Onsite Temp Housing Corp

Payee	Date	Amount of Transfer	Bank Account	Check No. / Reference	Bates No.	Lost Since 9/20/2016 Petition Dat to 3/1/2017	Lost Since 3/2/2017 Demand Letter to 6/27/2017	Will be Lost from 6/28/2017 to 12/31/2017
Rpod Rentals	6/24/2015	\$ 650.00		ONL NE XFER TO DDA RPOD REN	OTHC-2665		(\$650.00)	
Golf Balls.com	6/30/2015	\$40.90	8120					(\$40.90)
Brad Blaicher	7/20/2015	\$5,000.00	8120	3772				(\$5,000.00)
Donn Kaebisch	7/21/2015	\$1,700.00	8120	3812				(\$1,700.00)
Donn Kaebisch	7/31/2015	\$500.00	8120	Money Market Withdrawal				(\$500.00)
Donn Kaebisch	8/6/2015	\$2,861.50	8120		OTHC-22874			(\$2,861.50)
Donn Kaebisch	8/17/2015	\$1,700.00	8120	3917				(\$1,700.00)
Donn Kaebisch	8/24/2015	\$2,000.00	8120	3931				(\$2,000.00)
Rpod Rentals	8/24/2015	\$ 300.00		ONLINE XFER TO DDA RPOD REN	OTHC-2709			(\$300.00)
Rpod Rentals	8/30/2015	\$ 200.00		ONLINE XFER TO DDA RPOD REN	OTHC-2706			(\$200.00)
Rpod Rentals	9/1/2015	\$ 500.00		ONLINE XFER TO DDA RPOD REN	OTHC-2727			(\$500.00)
Wal Mart	9/4/2015	\$248.31	8120		24613			(\$248.31)
Donn Kaebisch	9/8/2015	\$1,700.00	8120	3976				(\$1,700.00)
Brad Blaicher	9/22/2015	\$5,000.00	8120	4036				(\$5,000.00)
Stacy Kaebisch	10/5/2015	\$2,500.00	8120	4094				(\$2,500.00)
Brad Blaicher	10/6/2015	\$5,000.00	8120	4127				(\$5,000.00)
Wal Mart	10/15/2015	\$87.77	8120		OTHC-24647			(\$87.77)
Anesthesia Services	10/28/2015	\$650.00	8120					(\$650.00)
Safeway	11/10/2015	\$48.68	8120		OTHC-23735			(\$48.68)
Donn Kaebisch	11/12/2015	\$700.00	8120	Money Market Withdrawal				(\$700.00)
Total Wine	11/20/2015	\$52.36	8120					(\$52.36)
Wal Mart	12/11/2015	\$142.96	8120		OTHC-24588			(\$142.96)
Rpod Rentals	12/15/2015	\$ 100.00		ONLINE XFER TO DDA RPOD REN	OTHC-2783			(\$100.00)
Wal Mart	12/18/2015	\$600.00	8120		OTHC-24587			(\$600.00)
AZ Archery Club	12/23/2015	\$421.77	8120					(\$421.77)
Wal Mart	12/23/2015	\$603.00	8120		OTHC-24585			(\$603.00)
Donn Kaebisch	12/24/2015	\$2,000.00	7236	3595				(\$2,000.00)
<b>Totals</b>		<b>\$106,361.85</b>				<b>(\$44,127.18)</b>	<b>(\$27,577.42)</b>	<b>(\$34,657.25)</b>

# Four Year Statute of Limitation on Filing an Action to Recover the Voidable Transfers

In re Onsite Temp Housing Corp

Payee	Date	Amount of Transfer	Bank Account	Check No. / Reference	Bates No.	Lost Since 9/20/2016 Petition Dat to 3/1/2017	Lost Since 3/2/2017 Demand Letter to 6/27/2017	Will be Lost from 6/28/2017 to 12/31/2017
Einstein Bagels	1/7/2013	\$16.12	8120			(\$16.12)		
Frys Foods (Grocery Not Frys Fuel)	1/7/2013	\$136.29	8120			(\$136.29)		
Ghengis Grill	1/7/2013	\$37.09	8120			(\$37.09)		
Milestones Preschool	1/9/2013	\$200.00	8120			(\$200.00)		
Einstein Bagels	1/11/2013	\$16.02	8120			(\$16.02)		
Einstein Bagels	1/14/2013	\$15.85	8120			(\$15.85)		
Spinatos Pizza	1/14/2013	\$12.84	8120			(\$12.84)		
Spinatos Pizza	1/14/2013	\$20.40	8120			(\$20.40)		
Michelles Bar and Grill	1/16/2013	\$14.22	8120			(\$14.22)		
Amigos	1/17/2013	\$65.00	8120			(\$65.00)		
Cartwrights	1/22/2013	\$243.51	8120			(\$243.51)		
Lifetime Café	1/22/2013	\$59.01	8120			(\$59.01)		
Oreganos Pizza	1/22/2013	\$51.95	8120			(\$51.95)		
Stingray Sushi	1/22/2013	\$111.52	8120			(\$111.52)		
Wildlife World Zoo	1/22/2013	\$46.00	8120		OTHC-13544	(\$46.00)		
Dillons KC Style BarbQ	1/23/2013	\$41.12	8120			(\$41.12)		
Keg Desert Ridge	1/28/2013	\$55.71	8120			(\$55.71)		
Tutor Time Day Care	1/31/2013	\$155.00	8120			(\$155.00)		
Frys Foods (Grocery Not Frys Fuel)	2/4/2013	\$206.16	8120			(\$206.16)		
Stacy Kaebisch	2/4/2013	\$683.75	8120	1001		(\$683.75)		
Tutor Time Day Care	2/7/2013	\$155.00	8120			(\$155.00)		
Culvers	2/8/2013	\$18.11	8120			(\$18.11)		
Oreganos Pizza	2/8/2013	\$60.51	8120			(\$60.51)		
Aunt Chiladas	2/11/2013	\$14.20	8120			(\$14.20)		
AZ Game and Fish	2/11/2013	\$61.50	8120			(\$61.50)		
Pita Jungle	2/11/2013	\$16.98	8120			(\$16.98)		
AZ Game and Fish	2/12/2013	\$7.50	8120			(\$7.50)		
Cox	2/12/2013	\$43.99	8120		OTHC-13157	(\$43.99)		
Frys Foods (Grocery Not Frys Fuel)	2/14/2013	\$83.76	8120			(\$83.76)		
Kings Fish House	2/14/2013	\$50.96	8120			(\$50.96)		
Cocomo Joes	2/19/2013	\$30.48	8120			(\$30.48)		
Costco	2/19/2013	\$166.71	8120		OTHC-31401	(\$166.71)		
Frys Foods (Grocery Not Frys Fuel)	2/19/2013	\$83.19	8120			(\$83.19)		
Keg Desert Ridge	2/19/2013	\$32.76	8120			(\$32.76)		
Stacy Kaebisch	2/19/2013	\$1,000.00	8120	1011		(\$1,000.00)		
Costco	2/20/2013	\$51.05	8120		OTHC-13156	(\$51.05)		
Costco	2/20/2013	\$51.05	8120		OTHC-31401	(\$51.05)		
Wallys American Grill	2/27/2013	\$51.56	8120			(\$51.56)		
Stacy Kaebisch	2/28/2013	\$300.00	8120	1021		(\$300.00)		
Tutor Time Day Care	2/28/2013	\$155.00	8120			(\$155.00)		

**Four Year Statute of Limitation on Filing an Action to Recover the Voidable Transfers**  
**In re Onsite Temp Housing Corp**

Payee	Date	Amount of Transfer	Bank Account	Check No. / Reference	Bates No.	Lost Since 9/20/2016 Petition Dat to 3/1/2017	Lost Since 3/2/2017 Demand Letter to 6/27/2017	Will be Lost from 6/28/2017 to 12/31/2017
Apple Itunes (89 Transactions)	3/2/2013	\$1,018.34	8120	Total 3/2/2013 to 10/31/2014			(\$1,018.34)	
Oreganos Pizza	3/7/2013	\$22.89	8120				(\$22.89)	
Starbucks	3/7/2013	\$4.43	8120				(\$4.43)	
Tutor Time Day Care	3/7/2013	\$155.00	8120				(\$155.00)	
Grayhawk Golf Club	3/8/2013	\$38.69	8120				(\$38.69)	
Tilted Kilt Pub	3/8/2013	\$26.93	8120				(\$26.93)	
Harolds Cave Creek	3/11/2013	\$34.94	8120				(\$34.94)	
Little Italys Pizza	3/11/2013	\$47.98	8120				(\$47.98)	
Majerles Sports Grill	3/11/2013	\$58.09	8120				(\$58.09)	
Sandbar Desert Ridge	3/11/2013	\$26.86	8120				(\$26.86)	
Kohls	3/13/2013	\$23.96	8120		OTHC-13576		(\$23.96)	
Tilted Kilt Pub	3/14/2013	\$30.13	8120				(\$30.13)	
Papa Johns	3/15/2013	\$81.38	8120				(\$81.38)	
Scholastic Book Fairs (for kids)	3/15/2013	\$18.55	8120				(\$18.55)	
TP Scottsdale	3/15/2013	\$40.59	8120				(\$40.59)	
Target	3/17/2013	\$30.79	8120		OTHC-13560		(\$30.79)	
Dicks Hideaway	3/21/2013	\$109.27	8120				(\$109.27)	
Tutor Time Day Care	3/21/2013	\$155.00	8120				(\$155.00)	
Babbo Italian Eatery	3/25/2013	\$69.24	8120				(\$69.24)	
Stacy Kaebisch	3/25/2013	\$550.00	8120	1032			(\$550.00)	
Venetian/Palazzo	3/26/2013	\$732.48	kury Suite at the Venetian in Vegas		OTHC-13542		(\$732.48)	
Classic Barber Shop	3/29/2013	\$56.00	8120				(\$56.00)	
Wal Mart	3/31/2013	\$81.23	8120		OTHC-13558		(\$81.23)	
Fast Fix Jewelry Repair	4/1/2013	\$89.52	8120				(\$89.52)	
Frys Foods (Grocery Not Frys Fuel)	4/1/2013	\$70.23	8120				(\$70.23)	
Oreganos Pizza	4/1/2013	\$34.98	8120				(\$34.98)	
Sandbar Desert Ridge	4/1/2013	\$53.74	8120				(\$53.74)	
Tutor Time Day Care	4/4/2013	\$155.00	8120				(\$155.00)	
Lifetime Fitness	4/10/2013	\$56.37	8120				(\$56.37)	
Stacy Kaebisch	4/10/2013	\$1,100.00	8120	1043			(\$1,100.00)	
Blue 32 Sports Grill	4/11/2013	\$42.94	8120				(\$42.94)	
Tutor Time Day Care	4/11/2013	\$155.00	8120				(\$155.00)	
Bettys Nosh	4/12/2013	\$58.60	8120				(\$58.60)	
Starbucks	4/12/2013	\$12.19	8120				(\$12.19)	
Frys Foods (Grocery Not Frys Fuel)	4/15/2013	\$104.84	8120				(\$104.84)	
Salty Sow	4/15/2013	\$94.74	8120				(\$94.74)	
Tutor Time Day Care	4/16/2013	\$235.00	8120				(\$235.00)	
Frys Foods (Grocery Not Frys Fuel)	4/17/2013	\$33.60	8120				(\$33.60)	
Oreganos Pizza	4/17/2013	\$29.29	8120				(\$29.29)	
Lifetime Café	4/18/2013	\$9.53	8120				(\$9.53)	

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Einstein Bagels	4/22/2013	\$16.29	8120				(\$16.29)	
The Phoenix Zoo	4/22/2013	\$50.00	8120				(\$50.00)	
Wallys American Grill	4/22/2013	\$95.68	8120				(\$95.68)	
Zipps Sports Grill	4/22/2013	\$36.99	8120				(\$36.99)	
Bicycles of Phoenix	4/29/2013	\$21.86	8120				(\$21.86)	
Bicycles of Phoenix	4/29/2013	\$251.93	8120				(\$251.93)	
Frys Foods (Grocery Not Frys Fuel)	4/29/2013	\$170.87	8120				(\$170.87)	
Home Depot	4/29/2013	\$76.00	8120		OTHC-13532		(\$76.00)	
IN-N-OUT Burger	4/29/2013	\$18.69	8120				(\$18.69)	
Sandbar Desert Ridge	4/29/2013	\$100.04	8120				(\$100.04)	
Total Wine	4/29/2013	\$46.97	8120				(\$46.97)	
Mugsys Barber shop	4/30/2013	\$33.00	8120				(\$33.00)	
Lifetime Café	5/1/2013	\$25.36	8120				(\$25.36)	
R&R Pizza Express	5/2/2013	\$9.48	8120				(\$9.48)	
Starbucks	5/2/2013	\$9.07	8120				(\$9.07)	
Tutor Time Day Care	5/2/2013	\$229.00	8120				(\$229.00)	
Vans Golf Shop	5/2/2013	\$121.97	8120				(\$121.97)	
Elevate Coffee	5/6/2013	\$10.02	8120				(\$10.02)	
Keg Desert Ridge	5/6/2013	\$62.30	8120				(\$62.30)	
Oreganos Pizza	5/6/2013	\$65.83	8120				(\$65.83)	
Salty Sow	5/6/2013	\$37.12	8120				(\$37.12)	
Total Wine	5/7/2013	\$46.37	8120				(\$46.37)	
Bicycles of Phoenix	5/8/2013	\$43.72	8120				(\$43.72)	
Cox	5/9/2013	\$41.99	8120		OTHC-13157		(\$41.99)	
Frys Foods (Grocery Not Frys Fuel)	5/9/2013	\$34.87	8120				(\$34.87)	
Greek Patio 2	5/9/2013	\$14.72	8120				(\$14.72)	
Sandbar Desert Ridge	5/9/2013	\$85.95	8120				(\$85.95)	
Spinatos Pizza	5/9/2013	\$61.71	8120				(\$61.71)	
Tutor Time Day Care	5/9/2013	\$102.00	8120				(\$102.00)	
Milestones Preschool	5/10/2013	\$200.00	8120				(\$200.00)	
Starbucks	5/10/2013	\$4.43	8120				(\$4.43)	
Blue 32 Sports Grill	5/13/2013	\$35.10	8120				(\$35.10)	
Dandee Liquor Mart	5/13/2013	\$14.69	8120				(\$14.69)	
Ferraros Pizza Racine, WI	5/13/2013	\$43.04	8120				(\$43.04)	
Press Coffee Food	5/13/2013	\$6.45	8120				(\$6.45)	
Press Coffee Food	5/13/2013	\$9.54	8120				(\$9.54)	
Press Coffee Food	5/13/2013	\$12.72	8120				(\$12.72)	
Stacy Kaebisch	5/13/2013	\$2,000.00	8120	1053			(\$2,000.00)	
Dondee Liquor Mart	5/14/2013	\$8.40	8120				(\$8.40)	
Ferraros Pizza Racine, WI	5/14/2013	\$37.26	8120				(\$37.26)	



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Frys Foods (Grocery Not Frys Fuel)	5/15/2013	\$226.11	8120				(\$226.11)	
Tutor Time Day Care	5/17/2013	\$155.00	8120				(\$155.00)	
Frys Foods (Grocery Not Frys Fuel)	5/20/2013	\$170.08	8120				(\$170.08)	
Scholastic Book Fairs (for kids)	5/22/2013	\$27.81	8120				(\$27.81)	
Costco	5/23/2013	\$184.81	8120		OTHC-13553		(\$184.81)	
Milestones Preschool	5/24/2013	\$100.00	8120				(\$100.00)	
Dillards Dept Store	5/29/2013	\$125.70	8120				(\$125.70)	
All About Eyes	5/30/2013	\$148.00	8120				(\$148.00)	
Total Wine	5/30/2013	\$53.48	8120				(\$53.48)	
Frys Foods (Grocery Not Frys Fuel)	6/3/2013	\$52.92	8120				(\$52.92)	
Greek Pita 2	6/3/2013	\$8.85	8120				(\$8.85)	
K O Donnells	6/3/2013	\$53.15	8120				(\$53.15)	
Wallys American Grill	6/5/2013	\$24.47	8120				(\$24.47)	
Tutor Time Day Care	6/6/2013	\$155.00	8120				(\$155.00)	
Milestones Preschool	6/7/2013	\$85.00	8120				(\$85.00)	
Revo Burrito	6/7/2013	\$27.61	8120				(\$27.61)	
Wallys American Grill	6/7/2013	\$28.80	8120				(\$28.80)	
Frys Foods (Grocery Not Frys Fuel)	6/10/2013	\$235.14	8120				(\$235.14)	
Total Wine	6/10/2013	\$53.58	8120				(\$53.58)	
Fleur De Lis Cakes	6/12/2013	\$239.91	8120				(\$239.91)	
Greek Pita 2	6/12/2013	\$10.77	8120				(\$10.77)	
Tutor Time Day Care	6/12/2013	\$155.00	8120				(\$155.00)	
Milestones Preschool	6/14/2013	\$85.00	8120				(\$85.00)	
The Buckle, womens clothing	6/14/2013	\$200.19	8120				(\$200.19)	
Blue Martini	6/17/2013	\$40.00	8120				(\$40.00)	
Grimaldi's Pizza	6/17/2013	\$71.92	8120				(\$71.92)	
Modern Margarita	6/17/2013	\$48.00	8120				(\$48.00)	
Tillys clothing	6/17/2013	\$84.16	8120				(\$84.16)	
Stacy Kaebisch	6/18/2013	\$1,200.00	8120	1083			(\$1,200.00)	
Harry Carays Tavern, Chicago	6/20/2013	\$122.60	8120				(\$122.60)	
Pet Club (for animals)	6/21/2013	\$90.91	8120				(\$90.91)	
Home Depot	6/24/2013	\$60.50	8120		OTHC-13592		(\$60.50)	
Milestones Preschool	6/24/2013	\$85.00	8120				(\$85.00)	
Sandbar Desert Ridge	6/24/2013	\$122.89	8120				(\$122.89)	
Milestones Preschool	6/27/2013	\$85.00	8120				(\$85.00)	
Classic Barber Shop	7/1/2013	\$61.00	8120					(\$61.00)
Frys Foods (Grocery Not Frys Fuel)	7/1/2013	\$99.26	8120					(\$99.26)
Papi Chulos	7/1/2013	\$29.05	8120		OTHC-13566			(\$29.05)
Pita Jungle	7/1/2013	\$30.66	8120					(\$30.66)
Sports Authority	7/1/2013	\$184.10	8120					(\$184.10)

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Total Wine	7/1/2013	\$121.85	8120		OTHC-13554			(\$121.85)
Zipps Sports Grill	7/1/2013	\$27.63	8120					(\$27.63)
Frys Foods (Grocery Not Frys Fuel)	7/2/2013	\$160.75	8120					(\$160.75)
Sandbar Desert Ridge	7/3/2013	\$27.74	8120					(\$27.74)
Kids Park	7/5/2013	\$53.00	8120					(\$53.00)
Sandbar Desert Ridge	7/10/2013	\$21.33	8120					(\$21.33)
Starbucks	7/10/2013	\$7.15	8120					(\$7.15)
Milestones Preschool	7/11/2013	\$75.00	8120					(\$75.00)
Sandbar Desert Ridge	7/11/2013	\$48.99	8120					(\$48.99)
Tutor Time Day Care	7/11/2013	\$232.00	8120					(\$232.00)
Salty Sow	7/12/2013	\$64.15	8120					(\$64.15)
Sandbar Desert Ridge	7/12/2013	\$1.00	8120					(\$1.00)
Sandbar Desert Ridge	7/12/2013	\$20.16	8120					(\$20.16)
Tilted Kilt Pub	7/12/2013	\$18.39	8120					(\$18.39)
Arrowhead Bar and Grill	7/15/2013	\$86.81	8120					(\$86.81)
Olive Garden	7/15/2013	\$26.18	8120					(\$26.18)
Stacy Kaebisch	7/16/2013	\$1,200.00	8120	1105				(\$1,200.00)
Tutor Time Day Care	7/16/2013	\$155.50	8120					(\$155.50)
Blue Agave Mexican	7/17/2013	\$34.67	8120					(\$34.67)
Milestones Preschool	7/17/2013	\$85.00	8120					(\$85.00)
Sakana Sushi 2	7/19/2013	\$40.12	8120					(\$40.12)
Defalcos Italian Grocery	7/22/2013	\$12.74	8120					(\$12.74)
Frys Foods (Grocery Not Frys Fuel)	7/22/2013	\$162.21	8120					(\$162.21)
Salty Sow	7/22/2013	\$26.00	8120					(\$26.00)
Sandbar Desert Ridge	7/22/2013	\$72.59	8120					(\$72.59)
Tutor Time Day Care	7/22/2013	\$34.00	8120					(\$34.00)
Q Bar and Grill 2	7/24/2013	\$31.37	8120					(\$31.37)
Q Bar and Grill 2	7/24/2013	\$65.91	8120					(\$65.91)
Tutor Time Day Care	7/24/2013	\$155.00	8120					(\$155.00)
Q Bar and Grill 2	7/26/2013	\$47.78	8120					(\$47.78)
Milestones Preschool	7/29/2013	\$85.00	8120					(\$85.00)
Hilton Boulders Resort, Carefree AZ	7/30/2013	\$885.54	8120					(\$885.54)
Sandbar Desert Ridge	8/1/2013	\$113.81	8120					(\$113.81)
Tutor Time Day Care	8/1/2013	\$155.00	8120					(\$155.00)
Blue Martini	8/5/2013	\$25.00	8120					(\$25.00)
Frys Foods (Grocery Not Frys Fuel)	8/5/2013	\$116.12	8120					(\$116.12)
Modern Margarita	8/5/2013	\$21.00	8120					(\$21.00)
Frys Foods (Grocery Not Frys Fuel)	8/8/2013	\$71.62	8120					(\$71.62)
Bicycles of Phoenix	8/9/2013	\$37.91	8120					(\$37.91)
Costco	8/12/2013	\$388.14	8120		OTHC-13534			(\$388.14)

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Sandbar Desert Ridge	8/12/2013	\$117.94	8120					(\$117.94)
Portillos Hot Dogs	8/15/2013	\$14.40	8120					(\$14.40)
Portillos Hot Dogs	8/15/2013	\$22.87	8120					(\$22.87)
Frys Foods (Grocery Not Frys Fuel)	8/19/2013	\$39.90	8120					(\$39.90)
Q Bar and Grill 2	8/19/2013	\$40.74	8120					(\$40.74)
Rays Pizza	8/19/2013	\$31.02	8120					(\$31.02)
Brad Blaicher	8/20/2013	\$1,250.00	8120	1148				(\$1,250.00)
Stacy Kaebisch	8/20/2013	\$1,500.00	8120	1158				(\$1,500.00)
Brad Blaicher	8/26/2013	\$1,250.00	8120	1162				(\$1,250.00)
Costco	8/30/2013	\$381.38	8120		OTHC-31396			(\$381.38)
Frys Foods (Grocery Not Frys Fuel)	9/1/2013	\$0.00	8120					\$0.00
Total Wine	9/3/2013	\$57.86	8120					(\$57.86)
Costco	9/5/2013	\$120.85	8120		OTHC-31397			(\$120.85)
Modern Margarita	9/9/2013	\$61.00	8120					(\$61.00)
Sandbar Desert Ridge	9/9/2013	\$62.96	8120					(\$62.96)
Brad Blaicher	9/11/2013	\$1,250.00	8120	1203				(\$1,250.00)
Sandbar Desert Ridge	9/13/2013	\$63.44	8120					(\$63.44)
Barrio Café	9/18/2013	\$52.39	8120					(\$52.39)
Tilted Kilt Pub	9/18/2013	\$26.85	8120					(\$26.85)
Stacy Kaebisch	9/19/2013	\$1,700.00	8120	1216				(\$1,700.00)
Sandbar Desert Ridge	9/30/2013	\$86.68	8120					(\$86.68)
Rinaldis Deli	10/2/2013	\$29.88	8120					(\$29.88)
Pet Club (for animals)	10/3/2013	\$30.25	8120					(\$30.25)
Stacy Kaebisch	10/3/2013	\$500.00	8120	1238				(\$500.00)
Wal Mart	10/10/2013	\$26.04	8120		OTHC-13365			(\$26.04)
Sandbar Desert Ridge	10/17/2013	\$40.49	8120					(\$40.49)
Keg Desert Ridge	10/18/2013	\$148.73	8120					(\$148.73)
Stacy Kaebisch	10/18/2013	\$1,700.00	8120	1272				(\$1,700.00)
Brad Blaicher	10/21/2013	\$2,500.00	8120	1266				(\$2,500.00)
Chompies Restaurant	10/21/2013	\$17.62	8120					(\$17.62)
Dave and Busters	10/21/2013	\$112.00	8120					(\$112.00)
Oreganos Pizza	10/21/2013	\$10.05	8120					(\$10.05)
Oreganos Pizza	10/21/2013	\$40.01	8120					(\$40.01)
Wal Mart	10/21/2013	\$232.73	8120		OTHC-13513			(\$232.73)
Sandbar Desert Ridge	10/24/2013	\$45.91	8120					(\$45.91)
Biltmore SP Lounge	10/25/2013	\$211.00	8120					(\$211.00)
Frys Foods (Grocery Not Frys Fuel)	10/25/2013	\$61.21	8120					(\$61.21)
Wal Mart	10/30/2013	\$29.17	8120		OTHC-13516			(\$29.17)
Scholastic Book Fairs (for kids)	10/31/2013	\$22.98	8120					(\$22.98)
Scholastic Book Fairs (for kids)	11/1/2013	\$34.94	8120					(\$34.94)

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Frys Foods (Grocery Not Frys Fuel)	11/4/2013	\$25.64	8120					(\$25.64)
Frys Foods (Grocery Not Frys Fuel)	11/4/2013	\$160.77	8120					(\$160.77)
City of Phoenix	11/6/2013	\$100.00	8120		OTHC-13138			(\$100.00)
McDonalds	11/6/2013	\$8.92	8120					(\$8.92)
Carolinas Mexican	11/8/2013	\$13.97	8120					(\$13.97)
Sandbar Desert Ridge	11/12/2013	\$66.88	8120		OTHC-13426			(\$66.88)
Sandbar Desert Ridge	11/12/2013	\$102.20	8120					(\$102.20)
Total Wine	11/12/2013	\$34.60	8120					(\$34.60)
Culvers	11/19/2013	\$12.00	8120					(\$12.00)
Lifetime Café	11/20/2013	\$4.65	8120					(\$4.65)
Wallys American Grill	11/22/2013	\$55.38	8120					(\$55.38)
Brad Blaicher	11/26/2013	\$30,000.00	8120	wire transfer				(\$30,000.00)
Stacy Kaebisch	11/26/2013	\$1,700.00	8120	1338				(\$1,700.00)
Glamour Nail Spa	12/2/2013	\$107.00	8120					(\$107.00)
Toys R Us	12/2/2013	\$168.80	8120					(\$168.80)
Costco	12/4/2013	\$688.05	8120		OTHC-31403			(\$688.05)
O&H Danish Bakery, Wisconsin	12/6/2013	\$28.90	8120					(\$28.90)
O&H Danish Bakery, Wisconsin	12/6/2013	\$123.65	8120					(\$123.65)
O&H Danish Bakery, Wisconsin	12/6/2013	\$273.85	8120					(\$273.85)
Blue 32 Sports Grill	12/9/2013	\$49.11	8120		OTHC-13086			(\$49.11)
Keg Desert Ridge	12/9/2013	\$48.45	8120					(\$48.45)
Modern Margarita	12/9/2013	\$34.16	8120					(\$34.16)
Q Bar and Grill 2	12/9/2013	\$43.45	8120					(\$43.45)
Total Wine	12/9/2013	\$110.70	8120		OTHC-13469			(\$110.70)
Shanes Rib Shack	12/10/2013	\$28.76	8120					(\$28.76)
The Buckle, womens clothing	12/11/2013	\$182.33	8120					(\$182.33)
Buffalo Wild Wings	12/12/2013	\$37.26	8120		OTHC-13093			(\$37.26)
Stacy Kaebisch	12/12/2013	\$1,700.00	8120	1383				(\$1,700.00)
Costco	12/13/2013	\$222.64	8120		OTHC-31395			(\$222.64)
Stacy Kaebisch	12/13/2013	\$300.00	8120	1390				(\$300.00)
Brad Blaicher	12/16/2013	\$2,500.00	8120	1398				(\$2,500.00)
Dominicks	12/16/2013	\$182.26	8120					(\$182.26)
Honey Baked Ham	12/16/2013	\$230.36	8120					(\$230.36)
Talking Stick Resort and Casino	12/16/2013	\$452.59	8120					(\$452.59)
All About Eyes	12/19/2013	\$138.00	8120					(\$138.00)
O&H Danish Bakery, Wisconsin	12/20/2013	\$123.65	8120					(\$123.65)
O&H Danish Bakery, Wisconsin	12/20/2013	\$237.35	8120					(\$237.35)
Costco	12/23/2013	\$207.96	8120		OTHC-31399			(\$207.96)
Guitar Center	12/23/2013	\$34.52	8120		OTHC-13276			(\$34.52)
Sandbar Desert Ridge	12/23/2013	\$105.50	8120					(\$105.50)

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Frys Foods (Grocery Not Frys Fuel)	12/24/2013	\$160.20	8120					(\$160.20)
Oreganos Pizza	12/24/2013	\$178.09	8120					(\$178.09)
Stacy Kaebisch	12/24/2013	\$400.00	8120	1429				(\$400.00)
Brad Blaicher	12/26/2013	\$1,100.00	8120	1430				(\$1,100.00)
Frys Foods (Grocery Not Frys Fuel)	12/30/2013	\$217.98	8120					(\$217.98)
Mellow Mushroom	12/30/2013	\$146.18	8120					(\$146.18)
Sandbar Desert Ridge	12/30/2013	\$236.02	8120					(\$236.02)
Burger King	12/31/2013	\$14.76	8120					(\$14.76)
Costco	12/31/2013	\$253.94	8120		OTHC-13152			(\$253.94)
<b>Totals</b>		<b>\$81,972.00</b>				<b>(\$4,621.87)</b>	<b>(\$14,657.13)</b>	<b>(\$62,693.00)</b>

# **EXHIBIT “2”**

**(Will be Supplemented)**

# **EXHIBIT “3”**

**(Will be Supplemented)**

# EXHIBIT “4”



**Detailed List of Transactions**

On or about January 29, 2013, Scott A. Gould ("Scott Gould") entered into an agreement loaning Debtor \$25,000.00 to purchase one trailer with a Vehicle Identification Number ("VIN number") 4X4TCKR20DX115239. The agreement created a purchase money security interest in the trailer, and Scott Gould was named first lien holder on the trailer's title.

On or about March 28, 2013, Scott Gould entered into an agreement loaning Debtor \$25,000.00 to purchase one trailer with a VIN number of 4X4TCKR27DX115240. The agreement created a purchase money security interest in the trailer, and Scott Gould was named first lien holder on the trailer's title.

On or about April 19, 2013, Gould Investments, LLC ("Gould Investments") entered into an agreement loaning Debtor \$25,000.00 to purchase one trailer with a VIN number of 4X4TCKR28EX115829. The agreement created a purchase money security interest in the Trailer, and Scott Gould Investments was named first lien holder on the trailer's title.

On or about May 7, 2013, Scott Gould entered into an agreement loaning Debtor \$25,000.00 to purchase one trailer with a VIN number of VIN # 4X4TCKR26EX115828. The agreement created a purchase money security interest in the trailer, and Scott Gould was named first lien holder on the trailer's title.

On or about May 7, 2013, Michael and Michelle Zerbib entered into two agreements to loan Debtor \$50,000.00 in total to purchase two trailers with the following VIN numbers: 4X4TCKR22EX115826 and 4X4TCKR24EX115827. Each agreement created a purchase money security interest in the respective trailers, and Michael Zerbib was named first lien holder on each trailer's title.

On or about May 12, 2013, Gould Investments entered into an agreement loaning Debtor \$25,000.00 to purchase one trailer with a VIN number of 4X4TCKD28EX116116. The agreement created a purchase money security interest in the trailer, and Scott Gould was named first lien holder on the trailer's title.

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1 On or about May 30, 2013, Scott Gould entered into two Agreements loaning Debtor  
2 \$50,000.00 in total to purchase two trailers with the following VIN numbers:  
3 4X4TCKR22EX116233 and 4X4TCKR24EX116234. Each agreement created a purchase  
4 money security interest in the respective trailers, and Scott Gould was named first lien holder on  
5 each trailer's title.

6 On or about May 30, 2013, Michael Zerbib entered into two agreements loaning Debtor  
7 \$50,000.00 in total to purchase two trailers with the following VIN numbers:  
8 4X4TCKR23EX116130 and 4X4TCKR25EX116131. Each agreement created a purchase  
9 money security interest in the respective trailers, and Michael Zerbib was named first lien holder  
10 on each trailer's title.

11 On or about July 26, 2013, Michael and Michelle Zerbib entered into an agreement  
12 loaning Debtor \$60,000.00 to purchase two trailers with the following VIN numbers:  
13 4X4TCKR24EX116542 and 4X4TCKR2EX116543. The agreement created a purchase money  
14 security interest in the trailers, and Michael Zerbib was named first lien holder on each trailer's  
15 title.

16 On or about July 26, 2013, James and Tari Riley entered into an agreement loaning  
17 Debtor \$156,000.00 to purchase six trailers with the following VIN numbers:  
18 4X4TCKR20EX116537, 4X4TCKR23EX116533, 4X4TCKR5EX116534,  
19 4X4TCKR20EX116540, 4X4TCKR2EX116538, and 4X4TCKR2EX116536. The agreement  
20 created a purchase money security interest in the trailers, and James Riley was named first lien  
21 holder on the titles for the first five trailers referenced above. However, Blaicher and Kaebisch  
22 breached their fiduciary duties by failing to name James Riley as first lien holder on the title of  
23 the sixth trailer referenced above.

24 On or about August 9, 2013, Joseph and Diane Zerbib entered into an agreement loaning  
25 Debtor \$292,000.00 to purchase eleven trailers with the following VIN numbers:  
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1 4X4TCKR28EX116544, 4X4TCKR2XEX116545, 4X4TCKR21EX116546,  
2 4X4TCKR21EX116532, 4X4TCKD22EK022812, 4X4TCKD24EK022813,  
3 4X4TCKE25FK025753, 4X4TCKD21EK022817, 4X4TCKR28EX116639,  
4 4X4TCKR24EX116640, and 4X4TRPT10E2006337. The agreement created a purchase money  
5 security interest in the trailers, and Joseph Zerbib was named first lien holder on each trailer's  
6 title.

7 On or about September 9, 2013, Gould Investments entered into an agreement loaning  
8 Debtor \$70,000.00 to purchase three trailers with the following VIN numbers:  
9 4X4TCKB21EX116606, 4X4TCKB23EX116607, and 4X4TCKR27EX116647. The agreement  
10 created a purchase money security interest in the trailers, and Scott Gould was named first lien  
11 holder on each trailer's title.

12 On or about September 26, 2013, Gould Investments entered into an agreement loaning  
13 Debtor \$20,000.00 to purchase one trailer with a VIN number of 4X4TCKB21EK022805. The  
14 agreement created a purchase money security interest in the trailer, and Scott Gould was named  
15 first lien holder on the trailer's title.

16 On or about October 16, 2013, Gould Investments entered into an agreement loaning  
17 Debtor \$20,000.00 to purchase one trailer with a VIN number of 4X4TCKB23EK022806. The  
18 agreement created a purchase money security interest in the trailer, and Scott Gould was named  
19 first lien holder on the trailer's title.

20 On or about November 26, 2013, Gould Investments, entered into an agreement loaning  
21 Debtor \$85,000.00 to purchase three trailers with the following VIN numbers:  
22 4X4TCKR27EX116650, 4X4TCKR23EX116659, and 4X4TCKR22EX116667. The agreement  
23 created a purchase money security interest in the trailers, and Scott Gould was named first lien  
24 holder on each trailer's title.

1           On or about November 26, 2013, James and Tari Riley entered into an agreement loaning  
2 Debtor \$200,000.00 to purchase seven trailers with the following VIN numbers:  
3 4X4TCKR2XEX116660,           4X4TCKR26EX116669,           4X4TCKR22EX116670,  
4 4X4TCKR21EX116675,       4X4TCKR26EX116672,       4X4TCKR2XEX116674,       and  
5 4X4TCKR24EX116671. The agreement created a purchase money security interest in the  
6 trailers, and James Riley was named first lien holder on the titles of the first six trailers  
7 referenced above. Blaicher and Kaebisch failed to have Debtor purchase the seventh trailer  
8 referenced above and then converted and used the funds for other purposes not intended by  
9 James and Tari Riley.

10           On or about December 20, 2013, Gould Investments entered into an Agreement loaning  
11 Debtor \$30,000.00 to purchase a trailer with a VIN number of 4X4TCKR26EX116641. The  
12 agreement created a purchase money security interest in the trailer, and Scott Gould was named  
13 first lien holder on the trailer's title.

14           On or about January 17, 2014, Katherine McClerken entered into an agreement loaning  
15 Debtor \$50,000.00 to purchase two trailers with the following VIN numbers:  
16 4X4TCK619EK023332 and 4X4TCKR28EX116642. The agreement created a purchase money  
17 security interest in the trailers, and Katherine McClerken was named first lien holder on the first  
18 referenced trailer's title. Blaicher and Kaebisch failed to have Debtor purchase the second  
19 referenced trailer and then converted and used the funds for other purposes not intended by  
20 Katherine McClerken.

21           On or about February 6, 2014, James Riley entered into an agreement loaning Debtor  
22 \$200,000.00 to purchase seven trailers with the following VIN numbers:  
23 4X4TCKR23EX116676,           4X4TCKR25EX116677,           4X4TCKR29EX116682,  
24 4X4TCKR27EX116681,       4X4TCKR29EX116651,       4X4TCKR20EX116652       and  
25

1 4X4TCKR20EX116649. The agreement created a purchase money security interest in the  
2 trailers, and James Riley was named first lien holder on the trailers referenced above.

3 On or about February 21, 2014, Gould Investments entered into an agreement loaning  
4 Debtor \$30,000.00 to purchase a trailer with a VIN number of 4X4TCKR26EX117725. The  
5 agreement created a purchase money security interest in the trailer.

6 On or about March 14, 2014, JRS Funding entered into an agreement loaning Debtor  
7 \$120,000.00 to purchase four trailers with the following VIN numbers: 4X4TCKR27FX117752,  
8 4X4TCKR21FX117794, 4X4TCKR29FX117753, and 4X4TCKR2XFX117728. The agreement  
9 created a purchase money security interest in the trailers, and James Riley was named first lien  
10 holder on the first three trailers referenced above. Blaicher and Kaebisch failed to have Debtor  
11 purchase the fourth trailer referenced above and then converted and used the funds for other  
12 purposes not intended by JRS Funding.

13 On or about March 21, 2014, Gould Investments, entered into an agreement loaning  
14 Debtor \$40,000.00 to purchase two trailers with the following VIN numbers:  
15 4X4TCKB2XET181347 and 4X4TCKE23FT181414. The agreement created a purchase money  
16 security interest, and Scott Gould was named first lien holder on each trailer's title.

17 On or about March 24, 2014, JRS Funding, LLC, entered into an agreement loaning  
18 Debtor \$120,000.00 to purchase four trailers with the following VIN numbers:  
19 4X4TCKR26FX117760, 4X4TCKR25EX117327, 4X4TCKR28EX116673, and  
20 4X4TCKE2XFK024856. The agreement created a purchase money security interest in the  
21 trailers. Blaicher and Kaebisch failed to have Debtor purchase these trailers and then converted  
22 and used the funds for other purposes not intended by JRS Funding.

23 On or about April 10, 2014, David Riley entered into an agreement loaning Debtor  
24 \$230,000.00 to purchase eight trailers with the following VIN numbers: 4X4TCKR25EX116176,  
25 4X4TCKR24EX116072, 4X4TCKR26FX118746, 4X4TCKR25FX118091,  
26

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1 4X4TCKR22FX117903, 4X4TCKR24FX117904, 4X4TCKR27FX118092, and  
2 4X4TCKR26EX117725. The agreement created a purchase money security interest in the  
3 trailers, and David Riley was named first lien holder on the first seven trailers referenced above.  
4 Blaicher and Kaebisch failed to have Debtor purchase the last trailer referenced above and then  
5 converted and used the funds for other purposes not intended by David Riley.

6 On or about April 29, 2014, Gould Investments entered into an agreement loaning Debtor  
7 \$25,000.00 to purchase a trailer, VIN # 4X4TCKE24FK118067. The agreement created a  
8 purchase money security interest in the trailer. Blaicher and Kaebisch failed to have Debtor  
9 purchase the trailer and then converted and used the funds for other purposes not intended by  
10 Gould Investments.

11 On or about April 29, 2014, L. Lindell, LLC, entered into an agreement loaning Debtor  
12 \$25,000.00 to purchase one trailer with a VIN number of 4X4TCKR2XEX115699. The  
13 agreement created a purchase money security interest in the trailer, and Lonnie Lindell was  
14 named first lien holder on the trailer's title.

15 On or about April 30, 2014, Daron Johnson entered into an agreement loaning Debtor  
16 \$100,000.00 to purchase four trailers with the following VIN numbers:  
17 4X4TCKM2XFX118028, 4X4TCKB20EX024837, 4X4TCKC29FX117972, and  
18 4X4TCKE2FXK118113. The agreement created a purchase money security interest in the  
19 trailers. JRS Funding subsequently acquired all of the rights, title, and interest of Mr. Johnson in  
20 the agreement. Blaicher and Kaebisch failed to have Debtor purchase these trailers and then  
21 converted and used the funds for other purposes not intended by Mr. Johnson.

22 On or about May 29, 2014, Lonnie Lindell entered into an agreement loaning Debtor  
23 \$25,000.00 to purchase one trailer with a VIN number of 4X4TCKR21DX115542. The  
24 agreement created a purchase money security interest in the trailer, and Lonnie Lindell was  
25 named first lien holder on the trailer's title.

1 On or about May 30, 2014, JRS Funding entered into an agreement loaning Debtor  
2 \$200,000.00 to purchase eight trailers with the following VIN numbers:  
3 4X4TCKR24FX118969, 4X4TCKR20FX118970, 4X4TCKR22FX118971,  
4 4X4TCKR24FX118972, 4X4TCKR29FX118966, 4X4TCKROFX118967,  
5 4X4TCKR26FX118973 and 4X4TCKR28FX119011. The agreement created a purchase money  
6 security interest in the trailers, and James Riley was named first lien holder on the titles of the  
7 first seven trailers referenced above. Blaicher and Kaebisch failed to have Debtor purchase the  
8 last trailer referenced above and then converted and used the funds for other purposes not  
9 intended by JRS Funding.

10 On or about June 18, 2014, Plaintiff Gould Investments entered into an agreement  
11 loaning Debtor \$25,000.00 to purchase one trailer with a VIN number of  
12 4X4TCKR26FX119007. The agreement created a purchase money security interest in the trailer.  
13 Blaicher and Kaebisch failed to have Debtor purchase the trailer and then converted and used the  
14 funds for other purposes not intended by Gould Investments.

15 On or about June 18, 2014, Lonnie Lindell entered into an agreement loaning Debtor  
16 \$50,000.00 to purchase two trailers with the following VIN numbers: 4X4TCKR29FX118997  
17 and 4X4TCKR20FX118998. The agreement created a purchase money security interest in the  
18 trailers, and Lonnie Lindell was named first lien holder on each trailer's title.

19 On or about June 18, 2014, 3 Dog Lending, LLC, entered into an agreement  
20 loaning Debtor \$25,000.00 to purchase one trailer with a VIN number of  
21 4X4TCKR21FX118976. The agreement created a purchase money security interest in the trailer.  
22 However, Blaicher and Kaebisch breached their fiduciary duties by failing to name 3 Dog  
23 Lending, LLC as first lien holder on the title of the trailer referenced above.  
24  
25  
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1 On or about June 18, 2014, RK Lending, LLC, entered into an agreement loaning Debtor  
2 \$25,000.00 to purchase one trailer with a VIN number of 4X4TCKR22FX118999. The  
3 agreement created a purchase money security interest in the trailer.

4 On or about June 18, 2014, Empire J. Investments, LLC, entered into an agreement  
5 loaning Debtor \$50,000.00 to purchase two trailers with the following VIN numbers:  
6 4X4TCKR20FX119004 and 4X4TCKR22FX119005. The agreement created a purchase money  
7 security interest in the trailer. Blaicher and Kaebisch failed to have Debtor purchase the trailers  
8 and then converted and used the funds for other purposes not intended by Empire J. Investments.

9 6. On or about June 18, 2014, JRS Funding entered into an agreement loaning  
10 Debtor \$50,000.00 to purchase two trailers with the following VIN numbers:  
11 4X4TCKR23FX119000 and 4X4TCKR5FX119001. The agreement created a purchase money  
12 security interest, and James Riley was named first lien holder in the first trailer referenced above.  
13 Blaicher and Kaebisch failed to have Debtor purchase the second trailer referenced above and  
14 then converted and used the funds for other purposes not intended by JRS.

15 On or about July 23, 2014, Gould Investments entered into an agreement loaning Debtor  
16 \$25,000.00 to purchase one trailer with a VIN number of 4X4TCKR25FX118964. The  
17 agreement created a purchase money security interest in the trailer. The agreement created a  
18 purchase money security interest in the trailer. However, Blaicher and Kaebisch breached their  
19 fiduciary duties by failing to name Gould Investments as first lien holder on the title of the trailer  
20 referenced above.

21 On or about August 5, 2014, Joseph and Diane Zerbib entered into an agreement loaning  
22 Debtor \$100,000.00 to purchase four trailers with the following VIN numbers:  
23 4X4TCKR24FX119006, 4X4TCKR23FX118980, 4X4TCKR28FX119008 and  
24 4X4TCKR23FX119011. The agreement created a purchase money security interest in the  
25 trailers, and Joseph Zerbib was named first lien holder on the title of the first and second trailer  
26



1 referenced above. Blaicher and Kaebisch failed to have Debtor purchase the third and fourth  
2 trailers referenced above and then converted and used the funds for other purposes not intended  
3 by the Zerbibs.

4 On or about August 20, 2014, Gould Investments entered into an agreement loaning  
5 Debtor \$125,000.00 to purchase five trailers with the following VIN numbers:  
6 4X4TCKR23FX119062, 4X4TCKR25FX119063, 4X4TCKR27FX119064,  
7 4X4TCKR29FX119065, and 4X4TCKR25FX119066. The agreement created a purchase money  
8 security interest in the trailers. Blaicher and Kaebisch failed to have Debtor purchase the trailers  
9 and then converted and used the funds for other purposes not intended by Gould Investments.

10 On or about August 22, 2014, Richard T. Lommen as trustee of the Richard T. Lommen  
11 Jr. 2004 Revocable Trust, entered into an agreement loaning Debtor \$100,000.00 to purchase  
12 four trailers with the following VIN numbers: 4X4TCKR25FX119046, 4X4TCKR23FX119045,  
13 4X4TCKR27FX118979, and 4X4TCKR29FX118093. The agreement created a purchase money  
14 security interest in the trailers. Consistent with its obligations, the Debtor named Richard T.  
15 Lommen as the first lien holder on the title of the first and fourth trailers referenced above.  
16 However, Blaicher and Kaebisch breached their fiduciary duties by failing to name Mr. Lommen  
17 as first lien holder on the titles of the second and third trailers referenced above.

18 On or about August 28, 2014, Gould Investments entered into an agreement loaning  
19 Debtor \$25,000.00 to purchase one trailer with a VIN number of 4X4TCKR21FX118525. The  
20 agreement created a purchase money security interest in the trailer. However, Blaicher and  
21 Kaebisch breached their fiduciary duties by failing to name Gould Investments as first lien  
22 holder on the title of the trailer referenced above.

23 Debtor failed to make agreed upon payments, which became due on all of the  
24 aforementioned notes. JRS Funding, on its own behalf and on behalf of all other lenders  
25 referenced above, made demand for payment of the balance due on the Agreements. However,  
26

1 Debtor failed to cure the defaults or pay the balance due as required by the express terms of the  
2 security agreements and promissory notes. As a result of Debtor's default and breach of the  
3 agreements, a balance remains due and owing to JRS Funding and the other lenders in the  
4 aggregate principal amount of \$2,690.743.37 as of the Petition Date (September 20, 2016). In  
5 addition, Blaicher and Kaebisch fraudulently converted funds belonging to the lenders on at least  
6 25 occasions as set forth above.  
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# **EXHIBIT “5”**

Christopher R. Kaup, State Bar No. 014820  
Justin Nelson, State Bar No. 032718



Seventh Floor, Camelback Esplanade II  
2525 East Camelback Road  
Phoenix, Arizona 85016  
Telephone: (602) 255-6000  
Facsimile: (602) 255-0103  
E-Mail: [crk@tblaw.com](mailto:crk@tblaw.com)  
*Attorney for JRS Funding, L.L.C. et al.*

**UNITED STATES BANKRUPTCY COURT**  
**FOR THE DISTRICT OF ARIZONA**

In re:

ONSITE TEMP HOUSING  
CORPORATION,

Debtor.

Chapter 11

Case No. 2:16-BK-10790-PS

**MOTION TO APPOINT  
CHAPTER 11 TRUSTEE**

JRS Funding, L.L.C. James Riley, Joseph Zerbib and Diane Zerbib, Michael Zerbib and Michelle Zerbib, David Riley, Richard T. Lommen as Trustee of the Richard T. Lommen Jr. 2004 Revocable Trust, Scott A. Gould, Gould Investments, L.L.C., LLindell, LLC, Katherine McClerkin, 3 Dog Lending, LLC, RK Lending, LLC and Empire J. Investments, LLC, (collectively “the JRS Group”) hereby move for the appointment of a Chapter 11 Trustee pursuant to 11 U.S.C. §§ 1104(a)(1) and (a)(2).

“Cause” exists for the appointment of a trustee pursuant to 11 U.S.C. §1104(a)(1) in this case because current management of Onsite Temp Housing Corporation (the “Debtor” or “Onsite”), William Bradford C. Blaicher (“Blaicher”) and Donn Kaebisch (“Kaebisch”), has grossly mismanaged the financial affairs of the Debtor, engaged in fraud, conversion and self-dealing and breached their fiduciary duties to the detriment of the creditors. Moreover, this Court should appoint a trustee, pursuant to 11 U.S.C. §1104(a)(2), because it is in the best interest of the creditors. Although both grounds are present, either one of the two, independent

1 grounds are sufficient to justify the appointment of a Chapter 11 Trustee. *In re Lowenschuss*,  
2 171 F.3d 673, 685 (9th Cir. 1999).

### 3 MEMORANDUM OF POINTS AND AUTHORITIES

#### 4 I. Factual Background.

5 The Debtor filed its voluntary petition for Chapter 11 relief on September 20, 2016 and  
6 continues to operate its business and manage its business affairs. Onsite is owned by Messrs.  
7 Kaebisch and Blaicher. Kaebisch is the President and Blaicher is the Chief Operating Officer of  
8 the Debtor. *See* Statement of Financial Affairs (Docket No. 47) and p. 8.

9 At various times from January 29, 2013 to August 28, 2014, each member of the JRS  
10 Group loaned Onsite monies to purchase travel trailers. Each transaction is more fully set forth  
11 in the Detailed List of Transactions, attached hereto as **Exhibit “1”**. All of the loans were  
12 evidenced by separate Security Agreements And Promissory Notes (collectively the  
13 “Agreements” and each such document singularly referred to as an “Agreement”). *See*  
14 Declaration of James Riley (the “Riley Declaration”), at ¶3, attached hereto as **Exhibit “2”**  
15 (copies of the Agreements relating to loans from Mr. Riley, JRS Funding and David Riley are  
16 attached as Exhibit “A” to the Riley Declaration) & Declaration of Scott Gould (the “Gould  
17 Declaration”), at ¶3, attached hereto as **Exhibit “3”** (copies of the Agreements relating to loans  
18 from Mr. Gould and Gould Investments, LLC are attached as Exhibit “A” to the Gould  
19 Declaration).

20 The funds loaned in each transaction were to be used only for the purchase by Onsite of  
21 travel trailers. Ownership of each trailer was required to be evidenced by an Arizona motor  
22 vehicle title in the Debtor’s name which listed the lender who provided the purchase money  
23 financing for each trailer as the first lien holder on the title for that trailer. *See* Riley Declaration,  
24 at ¶¶6, 7 & 10, attached hereto as **Exhibit “2”**. *See* Gould Declaration, at ¶¶7, 8 & 11, attached  
25 hereto as **Exhibit “3”**.  
26

1 The Debtor executed an Agreement evidencing the debt owed to each lender and  
2 conveying a lien on each trailer to each member of the JRS Group. In each Agreement, Onsite  
3 made express representations and warranties to each lender, including the following: (1) the  
4 Debtor was the lawful owner of the trailers, each trailer was free and clear of all encumbrances,  
5 and no other party had any right to the collateral; (2) Onsite would insure the trailers against all  
6 risk for the benefit of the JRS Group; and, (3) the Debtor would not sell, dispose of, or transfer to  
7 another party the rights to the trailers without the prior written consent of the lender. *See* Riley  
8 Declaration, at ¶¶3, 9 & 11, attached hereto as **Exhibit “2”** & the Agreements, at p. 1, attached  
9 to the Riley Declaration as Exhibit “A”. *See* Gould Declaration, at ¶¶3, 10 & 11, attached hereto  
10 as **Exhibit “3”** & the Agreements attached to the Gould Declaration as Exhibit “A”.

11 **A. The Fraud By Blaicher and Kaebisch.**

12 As officers of Onsite, Messrs. Kaebisch and Blaicher lied and misrepresented certain  
13 material facts in order to obtain loans from the JRS Group. They told Mr. Scott Gould, a major  
14 lender, before they loaned any money to Onsite that all trailers would be purchased at a special  
15 wholesale price direct from the manufacturer, which would provide equity to the lenders in their  
16 collateral. Mr. Gould was also told that the amount of each loan would not exceed the price  
17 which Onsite was going to pay for each trailer. *See* Gould Declaration, at ¶¶5, attached hereto  
18 as **Exhibit “3”**.

19 Those representations were false. The JRS Group has now learned that Blaicher and  
20 Kaebisch lied about the amount of the purchase price of almost every trailer they financed  
21 through the JRS Group. On average, the Debtor obtained between \$2,000 to \$7,000 more than  
22 the actual cost of each trailer as a result of these misrepresentations. The aggregate amount  
23 borrowed on the trailers which are collateral for the JRS Group is much greater than the  
24 aggregate value of those assets. Mr. Gould, Gould Investments, Mr. Riley, JRS Funding, David  
25 Riley and the other members of the JRS Group would not have made the loans to Onsite if they  
26

1 knew that the trailers were worth less than the requested loans. *See* Riley Declaration, at ¶¶5,  
2 attached hereto as **Exhibit “2”**. *See* Gould Declaration, at ¶¶6, attached hereto as **Exhibit “3”**.

3 Blaicher and Kaebisch also double collateralized two trailers in which members of the  
4 JRS Group were supposed to hold the first priority security interest. *See* Riley Declaration, at  
5 ¶¶16 - 18, attached hereto as **Exhibit “2”**.

6 Messrs. Kaebisch and Blaicher also lied to the JRS Group about the nature of the  
7 Debtor’s customer base and the company’s financial condition. First, they falsely represented  
8 that Onsite was successful and the business was doing very well. The members of the JRS  
9 Group would not have made the loans if they had known the truth; Onsite was losing substantial  
10 amounts of money and having severe financial problems. *See* Riley Declaration, at ¶¶18 – 20, &  
11 25-27, attached hereto as **Exhibit “2”**. *See* Gould Declaration, at ¶¶15, 21 – 23, & 25 - 27,  
12 attached hereto as **Exhibit “3”**. Second, Mr. Gould was told by Blaicher and Kaebisch that the  
13 vast majority of the trailers were to be leased to insurance companies providing temporary  
14 housing for their insureds. This was material to the JRS Group because leases to insurance  
15 companies were for six to ninth month terms and those companies paid for the delivery and set  
16 up of the trailers. Messrs. Riley and Gould later learned that the representations about the  
17 Debtor’s customer base were false. Onsite actually was leasing the trailers for short term events,  
18 such as rock concerts, which caused greater damage and depreciation to the JRS Group’s  
19 collateral than from insurance customers and those events did not pay for delivery of the trailers.  
20 *See* Gould Declaration, at ¶¶16 - 20, attached hereto as **Exhibit “3”**.

22 **B. Kaebisch and Blaicher Breached Their Fiduciary Duties And Converted Loan**  
23 **Proceeds.**

24 Messrs. Kaebisch and Blaicher also failed to buy at least 25 trailers which had been  
25 specifically identified in Agreements, referenced by VIN numbers, and which they had agreed to  
26 buy with the proceeds of the loans from the JRS Group. They represented to Mr. Gould and Mr.

1 Riley that the money from the loans would be held in trust until Onsite completed its purchases  
2 and they would only use those funds to buy the identified trailers. However, Blaicher and  
3 Kaebisch converted the proceeds from those loan transactions for their own personal benefit and  
4 for the general business operations of the Debtor. They also failed to list the names of several  
5 lenders of the JRS Group as the holders of first liens on titles for trailers referenced by VIN  
6 number in six Agreements. *See* Riley Declaration, at ¶¶6 – 9, 11-17, & 27, attached hereto as  
7 **Exhibit “2”**. *See* Gould Declaration, at ¶¶7 – 10 & 12 - 14, attached hereto as **Exhibit “3”**.

8 The aggregate amount of loans made by members of the JRS Group and received by  
9 Onsite which Blaicher and Kaebisch converted and used for purposes not permitted by the JRS  
10 Group is not less than \$658,571.43, representing 25 trailers. There are six other loans in the  
11 aggregate amount of \$151,000 for which the Debtor, Kaebisch and Blaicher failed to name the  
12 lender on the titles for trailers as being the first lien holder. *See* Riley Declaration, at ¶27,  
13 attached hereto as **Exhibit “2”**. *See* Gould Declaration, at ¶30, attached hereto as **Exhibit “3”**.

14  
15 **C. Kaebisch and Blaicher Have Grossly Mismanaged the Debtor and Are Incompetent.**

16 After the Debtor defaulted on its payment obligations Mr. Riley, a former lawyer and  
17 former certified public accountant, and Mr. Gould, a successful business person, traveled to  
18 Onsite’s offices and examined Onsite’s books and records and evaluated the business operations.  
19 They discovered that Blaicher and Kaebisch were not able to identify the business use and  
20 location of many of the trailers which were the JRS Group’s collateral. Current management  
21 also was not able to provide other basic but important information about the collateral and the  
22 operations and financial condition of the Debtor. As of the date of the filing of this motion, the  
23 Debtor has failed to provide over 90% of the financial information requested by Mr. Riley and Mr.  
24 Gould during their visit in January of 2016. *See* Riley Declaration, at ¶¶25 - 26, attached hereto  
25 as **Exhibit “2”**. *See* Gould Declaration, at ¶28 - 29, attached hereto as **Exhibit “3”**.



1     **II.     Legal Standard.**

2             Section 1104(a) of the Bankruptcy Code provides, in relevant part, that:

3             At any time after the commencement of the case . . . on request of a party in  
4             interest . . . and after notice and a hearing, the court shall order the appointment of  
5             a trustee

6             (1)     for cause, including fraud, **dishonesty, incompetence, or gross**  
7                     **mismanagement of the affairs of the debtor** by current management,  
8                     either before or after the commencement of the case, or similar cause . . . ;  
9                     or

10            (2)     if such appointment is in the interest of creditors, any equity security  
11                    holders, and other interests of the estate . . . .

12            11 U.S.C. §1104(a) (emphasis added).

13            Granting a motion to appoint a Chapter 11 Trustee is within the discretion of the Court.

14            *In re Lowenschuss*, 171 F.3d at 685 (citations omitted).

15     **III.     A Trustee Must Be Appointed “For Cause.”**

16            As detailed above, it is clear that Messrs. Kaebisch and Blaicher, as management of the  
17            Debtor, have breached their fiduciary duties, converted funds held in trust which they had agreed  
18            would be used only to purchase specifically identified trailers to serve as collateral for the JRS  
19            Group, committed fraud in their management capacities and grossly mismanaged the business  
20            affairs of Onsite. As a result, cause exists to appoint a Chapter 11 Trustee in this case.

21            Indeed, if one of the principals of a debtor breaches her fiduciary duties, the appointment  
22            of a trustee is an appropriate remedy. *In re SRJ Enterprises*, 151 B.R. 189 (Bankr. N.D. Ill.  
23            1989); *In re Honey Creek Entertainment, Inc.*, 246 B.R. 671 (Bankr. E.D. Okla. 2000). There  
24            can be no dispute that misuse of funds held in trust for another person is gross mismanagement,  
25            if not fraud, supporting the appointment of a trustee. *See In re Colby Const. Corp.*, 51 B.R. 113  
26            (Bankr. S.D.N.Y. 1985).

          The Ninth Circuit has held that an adequate basis exists for the appointment of a trustee  
where the debtor transferred assets held in a trust relationship, in that case a pension plan,

1 prepetition, had a history of manipulating those trust or pension plan assets and continued to  
2 control the assets of that trust/pension plan. *See In re Lowenschuss, supra.* The actions of  
3 Messrs. Blaicher and Kaebisch are directly analogous to the conduct of the debtor in  
4 *Lowenschuss*.

5 As the Court in *Colby Const. Corp* pointed out:

6 Withdrawals of funds by management pursuant to transactions euphemistically styled  
7 “loans” but bereft of documentation amounts to gross mismanagement within the  
8 meaning of § 1104(a)(1). *In re Main Line Motors, Inc.*, 9 B.R. at 784. This sort of  
9 gratuitous “borrowing” is, moreover, a conflict of interest requiring the appointment of a  
10 trustee to protect creditors. *See Smith*, 11 B.R. at 554 (loyalty of defendant to debtor's  
11 rehabilitation is called into question by his competing interests and the potential inter-  
company dealings to the benefit of his own firms); *In re L.S. Good & Co.*, 8 B.R. 312,  
315 (Bankr.N.D.W.Va.1980) (potential conflicts of interest found where large  
management fees have been paid to the parent company and substantial inter-company  
transactions have taken place).

12 *Id.* (emphasis supplied). The testimony of Scott Gould and Jim Riley via declaration,  
13 summarized above, makes clear that the Debtor’s current management engaged in just such  
14 “gross mismanagement” and has the same conflict of interest arising from the same type of  
15 “gratuitous ‘borrowing’”, really theft of the proceeds of loans from the JRS Group.

16 Moreover, Kaebisch and Blaicher have breached their fiduciary duties to the creditors of  
17 Onsite and the Bankruptcy Estate. As the Ninth Circuit observed, “a fiduciary is a person who  
18 holds property or things of value for another – a trustee, executor, receiver, conservator or  
19 someone who acts in a representative capacity for another in dealing with the property of the  
20 other.” *Franklin Supply Co. v. Tolman*, 454 F.2d 1059, 1065 (9th Cir. 1971). As officers of the  
21 Debtor, they received funds from the JRS Group and, in many case, used the funds for purposes  
22 other than the purchase of the trailers they had agreed to buy with the loan proceeds.

23  
24 Blaicher and Kaebisch, as officers of Onsite, stood in a confidential or trust relationship  
25 with Mr. Riley, Mr. Gould and the other members of the JRS Group, possessed or controlled the  
26 loan proceeds by reason of that relationship and fraudulently appropriated or converted those

1 funds to a use or purpose other than the one intended. As a result, it is clear they committed  
2 embezzlement under Arizona law. *See State v. Malory*, 113 Ariz. 480, 482, 557 P.2d 165, 167  
3 (1976); *Drake v. State*, 53 Ariz. 93, 97, 85 P.2d 984, 986 (1939); *State v. Gomez*, 27 Ariz. App.  
4 248, 252, 553 P.2d 1233, 1237 (App. 1976). Having breached their fiduciary duties and  
5 embezzled funds while officers of the company, Messrs. Kaebisch and Blaicher cannot be trusted  
6 to operate the Debtor during this case.

7 It is also clear that they fraudulently represented the purchase prices of the trailers in  
8 order to obtain larger loans from the JRS Group, the type of customers serviced by the Debtor  
9 who would lease the JRS Group's collateral, and the financial condition and business operations  
10 of Onsite. That fraud, by itself, is a valid basis for the appointment of a Chapter 11 Trustee.

11 In addition, Kaebisch and Blaicher's incompetence and gross mismanagement of Onsite  
12 is demonstrated by the facts that: (1) they lost the profitable and desirable relationships with  
13 insurance companies; (2) they shifted to a business model of very short term event rentals which  
14 impose greater costs on the company and cause greater depreciation to the collateral; (3) they  
15 were unable to identify the location and business use of many of the trailers during the visit by  
16 Mr. Gould and Mr. Riley; and (4) have been unable to provide the JRS Group with the vast  
17 majority of the financial and business operational information requested by Messrs. Riley and  
18 Gould almost a year ago. The Debtor has also failed to file any Business Operating Reports  
19 during the three month history of this case. Onsite's "failure to keep adequate records" and the  
20 use of substantial amounts of company money to pay personal expenses<sup>1</sup> justifies the  
21 appointment of a trustee in this case. *See Oklahoma Refining Co.*, 838 F.2d. at 1136. *See also In*  
22 *re Philadelphia Athletic Club, Inc.*, 15 B.R. at 63 - 64 (ruling that commingling of assets by  
23 debtor with its parent corporation and failure to keep adequate records required appointment of a  
24 trustee); *In re Rivermeadows Associates, Ltd.*, 185 B.R. 615, 617 & 619 (Bankr. D.

1 1995)(concluding that appointment of trustee will protect the estate where management  
2 “disregard[ed]” “separate legal entities involved with the debtor,” engaged in a “pattern of  
3 intermingling funds and of expedient transfers” and its business records were “haphazard”).

4 The gross mismanagement, fraudulent activity, breaches of fiduciary duty, conversion  
5 and self-dealing described in Section I probably is just the tip of the proverbial iceberg. The JRS  
6 Group only recently began discovery through the filing of a Motion for Rule 2004 Examination  
7 on the Debtor and a separate Motion for Rule 2004 Examination on Onsite’s accountant. Those  
8 examinations and the related production of documents is certain to uncover additional evidence  
9 of the matters set forth above and further actions by Kaebisch and Blaicher warranting the  
10 appointment of a trustee.

11 Cause for the appointment of a trustee clearly exists because current management  
12 breached their fiduciary duties and converted funds from the JRS Group’s loans for their own  
13 personal benefit and other purposes not permitted by the JRS Group. They also engaged in  
14 fraud by misrepresenting the value of the trailers that were to be collateral for the JRS Group and  
15 the nature of Onsite’s customer base, financial condition and business operations.

16 **IV. The Appointment Of A Trustee Is In The Best Interest Of Creditors.**

17 Significantly, a court may order the appointment of a trustee to protect the interests of  
18 creditors, pursuant to 11 U.S.C. §1104(a)(2), even if the moving party has not been able to  
19 demonstrate sufficient “cause.” *See In re Deena Packaging Industries, Inc.*, 29 B.R. 705, 706  
20 (Bankr. S.D.N.Y. 1983); *In re Ionosphere Clubs, Inc.*, 113 B.R. 164, 168 (Bankr. S.D.N.Y.  
21 1990) (appointing a trustee under §1104(a)(2) despite finding that no cause exists for the  
22 appointment of a trustee).

23 A court may look at numerous factors to determine whether to appoint a trustee under  
24 Section 1104(a)(2), including:

---

26 <sup>1</sup> The JRS Group expects to file documents evidencing large transfers and payments from the  
Debtor’s bank accounts to or for the benefit of Messrs. Blaicher and Kaebisch within the next

1 The practical realities and necessities . . . the trustworthiness of the debtor  
2 . . . the debtor-in-possession's past and present performance and prospects  
3 for the debtor's rehabilitation . . . the confidence – or lack thereof – of the  
4 business community and of the creditors in the present management . . .  
and . . . the benefits derived by the appointment of a trustee, balanced  
against the cost of the appointment.

5 *In re Ionosphere Clubs, Inc.*, 113 B.R. at 168 (citations omitted).

6 In order to assess the benefits of appointing a trustee in this case, this Court should  
7 examine whether a trustee will accomplish the goals of Chapter 11 more efficiently and  
8 effectively by analyzing:

9 The overall management of the debtor corporation; the experience, skills  
10 and competence of the debtor-in-possession to manage; the performance  
11 of the debtor-in-possession both past and present; and the trust and  
12 confidence in the debtor-in-possession by members of the business  
community with whom the debtor-in-possession has had business  
transactions and must, of necessity, continue to have the same.

13 *In re Matter of Parker Grande Development, Inc.*, 64 B.R. 557, 561 (Bankr. S.D. Ind. 1986).

14 Importantly, a lack of trust and confidence in current management by the creditor  
15 constituency “is a most important consideration” in determining whether a trustee should be  
16 appointed pursuant to 11 U.S.C. §1104(a)(2). *In re Matter of Parker Grande Development, Inc.*,  
17 64 B.R. at 562. As set forth above, the JRS Group now knows that Messrs. Blaicher and  
18 Kaebisch previously abused the trust placed in them by failing to purchase 25 trailers specifically  
19 identified in Agreements and then converting the funds loaned by the JRS Group for the sole  
20 purpose of acquiring those trailers. As a result, Mr. Riley, Mr. Gould and the other lenders do  
21 not and will not be able to trust the Debtor's current management. They should not be forced to  
22 accept them as their fiduciary. The appointment of a trustee is in the best interest of creditors.

23 **V. Conclusion.**

24  
25  
26  

---

two weeks and will further supplement the record as they obtain documents through discovery.

1 “Cause” exists, pursuant to 11 U.S.C. §1104(a)(1), to appoint a trustee. The appointment  
2 of a trustee is also in the interests of creditors. Accordingly, this Court should, immediately,  
3 appoint a Chapter 11 trustee in the above-captioned case.

4 RESPECTFULLY SUBMITTED this 22<sup>nd</sup> day of December, 2016.

5  **TIFFANY & BOSCO**  
P.A.

6  
7 By: /s/ Christopher R. Kaup

8 Christopher R. Kaup, Esq.

9 Justin Nelson, Esq..

10 Seventh Floor Camelback Esplanade II

11 2525 East Camelback Road

12 Phoenix, Arizona 85016-4237

13 *Attorneys for the JRS Group*

**INDEX OF EXHIBITS**  
**Motion to Appoint Chapter 11 Trustee**

<b>Ex. No.</b>	<b>Description</b>
1.	Detailed List of Transactions
2.	Declaration of James Riley with attached Exhibit A
3.	Declaration of Scott Gould with attached Exhibit A

**FOREGOING** electronically filed with the  
Bankruptcy Court on this 22<sup>nd</sup> day of  
December 2016.

**COPIES** served by the Court's electronic  
notification system if marked with and "\*" or  
otherwise mailed, on this or the next business  
day to:

Harold Campbell  
John Yohe  
Vincent R Mayr  
Campbell & Coombs, P.C.  
1811 S. Alma School Rd., Ste. 225  
Mesa, AZ 85210  
Email: [heciii@haroldcampbell.com](mailto:heciii@haroldcampbell.com)  
Email: [vincent@haroldcampbell.com](mailto:vincent@haroldcampbell.com)  
*Attorneys for Debtor\**

OnSite Temp Housing Corporation  
2140 W Williams Drive  
Phoenix, AZ 85018  
*Debtor*

Christopher J Pattock  
Office of the U.S. Trustee  
230 N. First Ave., #204  
Phoenix, AZ 85003-1706  
Email: [Christopher.J.Pattock@usdoj.gov](mailto:Christopher.J.Pattock@usdoj.gov)  
*Attorneys for The U.S. Trustee\**

Richard B. Murphy  
Murphy Karber Cordier PLC  
2828 N. Central Ev., Suite 1110  
Phoenix, Arizona 85004  
Email: [rich@mkcfirm.com](mailto:rich@mkcfirm.com)  
*Attorney for Catherine L. Traywick, County  
Treasurer\**

Office of the U.S. Trustee  
230 N. First Avenue, Suite 204  
Phoenix, Arizona 85003  
*U.S. Trustee*

/s/ Louis A. Lofredo

# EXHIBIT “6”



**Trailer Valuation**  
**In re Onsite Temp Housing Corporation**

Owner	VIN	Year	Make	Model	Size or Body Style	Value <sup>1</sup>	PoC or Sch Amt	Trls	Secured Amt	Unsecur. Amt
3 Dog Lending	18975	2015	Forest River	Cherokee	Unknown	\$15,150.00	\$33,676.02	1	\$15,150.00	
<b>3 Dog Lending Total</b>						<b>\$15,150.00</b>	<b>\$33,676.02</b>		<b>\$15,150.00</b>	<b>\$18,526.02</b>
8383 East Evans, LLC	Unknown	Unknown	Unknown	Unknown	Unknown	\$10,000.00	\$118,855.35	4	\$40,000.00	
<b>8383 East Evans, LLC Total</b>						<b>\$10,000.00</b>	<b>\$118,855.35</b>		<b>\$40,000.00</b>	<b>\$78,855.35</b>
David Riley	16176	2014	Forest River	Cherokee	Cherokee 39P	\$18,150.00	\$313,665.52	1	\$18,150.00	
David Riley	17725	2014	Forest River	Cherokee	n/a	\$0.00		1	\$0.00	
David Riley	16072	2014	Forest River	Cherokee	Cherokee 39P	\$18,150.00		1	\$18,150.00	
David Riley	18746	2015	Forest River	Cherokee	Cherokee 39FL	\$25,100.00		1	\$25,100.00	
David Riley	18091	2015	Forest River	Cherokee	Cherokee 39P	\$20,200.00		1	\$20,200.00	
David Riley	17903	2015	Forest River	Cherokee	Cherokee 39P	\$20,200.00		1	\$20,200.00	
David Riley	18092	2015	Forest River	Cherokee	Cherokee 39P	\$20,200.00		1	\$20,200.00	
David Riley	17904	2015	Forest River	Cherokee	Cherokee 39P	\$20,200.00		1	\$20,200.00	
<b>David Riley Total</b>						<b>\$142,200.00</b>	<b>\$313,665.52</b>		<b>\$142,200.00</b>	<b>\$171,465.52</b>
Empire J. Investments	19004	2015	Forest River	Cherokee	n/a	\$0.00	\$68,117.46	1	\$0.00	
Empire J. Investments	19005	2015	Forest River	Cherokee	n/a	\$0.00		1	\$0.00	
<b>Empire J. Investments Total</b>						<b>\$0.00</b>	<b>\$68,117.46</b>		<b>\$0.00</b>	<b>\$68,117.46</b>
Frank Lovecchio	Unknown	Unknown	Unknown	Unknown	Unknown	\$10,000.00	\$137,058.59	6	\$60,000.00	
<b>Frank Lovecchio Total</b>						<b>\$10,000.00</b>	<b>\$137,058.59</b>		<b>\$60,000.00</b>	<b>\$77,058.59</b>
Gould Investments	15829	2013	Forest River	Cherokee	Cherokee 39P	\$16,250.00	\$767,872.29	1	\$16,250.00	
Gould Investments	16116	2013	Forest River	Cherokee	Cherokee 284BF	\$16,400.00		1	\$16,400.00	
Gould Investments	16606	2014	Forest River	Cherokee	Cherokee 264BH	\$18,250.00		1	\$18,250.00	
Gould Investments	16607	2014	Forest River	Cherokee	Cherokee 264BH	\$18,250.00		1	\$18,250.00	
Gould Investments	16647	2014	Forest River	Cherokee	Cherokee 39KT	\$23,950.00		1	\$23,950.00	
Gould Investments	22805	2014	Forest River	Cherokee	18-24 UNK Model	\$11,300.00		1	\$11,300.00	
Gould Investments	22806	2014	Forest River	Cherokee	Grey Wolf 26BH	\$11,900.00		1	\$11,900.00	
Gould Investments	16650	2014	Forest River	Cherokee	Unknown	\$15,150.00		1	\$15,150.00	
Gould Investments	16659	2014	Forest River	Cherokee	Cherokee 39P	\$18,150.00		1	\$18,150.00	
Gould Investments	16667	2014	Forest River	Cherokee	Cherokee 39KT	\$23,950.00		1	\$23,950.00	
Gould Investments	16641	2014	Forest River	Cherokee	Cherokee 39P	\$18,150.00		1	\$18,150.00	
Gould Investments	17725	2014	Forest River	Cherokee	Cherokee 39P	\$18,150.00		1	\$18,150.00	
Gould Investments	81347	2014	Forest River	Cherokee	Grey Wolf 26DBH	\$14,800.00		1	\$14,800.00	
Gould Investments	81414	2014	Forest River	Cherokee	Grey Wolf 29DSF	\$18,250.00		1	\$18,250.00	
Gould Investments	18067	2015	Forest River	Cherokee	n/a	\$0.00		1	\$0.00	
Gould Investments	19007	2015	Forest River	Cherokee	n/a	\$0.00		1	\$0.00	
Gould Investments	18964	2015	Forest River	Cherokee	Unknown	\$15,100.00		1	\$15,100.00	
Gould Investments	19062	2015	Forest River	Cherokee	n/a	\$0.00		1	\$0.00	
Gould Investments	19063	2015	Forest River	Cherokee	n/a	\$0.00		1	\$0.00	
Gould Investments	19064	2015	Forest River	Cherokee	n/a	\$0.00		1	\$0.00	
Gould Investments	19065	2015	Forest River	Cherokee	n/a	\$0.00		1	\$0.00	

**Trailer Valuation**  
**In re Onsite Temp Housing Corporation**

Owner	VIN	Year	Make	Model	Size or Body Style	Value <sup>1</sup>	PoC or Sch Amt	Trls	Secured Amt	Unsecur. Amt
Gould Investments	19066	2015	Forest River	Cherokee	n/a	\$0.00		1	\$0.00	
Gould Investments	18525	2015	Forest River	Cherokee	Cherokee 39P	\$20,200.00		1	\$20,200.00	
<b>Gould Investments Total</b>						<b>\$278,200.00</b>	<b>\$767,872.29</b>		<b>\$278,200.00</b>	<b>\$489,672.29</b>
James & Tari Riley	16537	2014	Forest River	Cherokee	Cherokee 39P	\$18,150.00	\$473,297.55	1	\$18,150.00	
James & Tari Riley	16536	2014	Forest River	Cherokee	Cherokee 39P	\$18,150.00		1	\$18,150.00	
James & Tari Riley	16533	2014	Forest River	Cherokee	Cherokee 39P	\$18,150.00		1	\$18,150.00	
James & Tari Riley	16534	2014	Forest River	Cherokee	Cherokee 39P	\$18,150.00		1	\$18,150.00	
James & Tari Riley	16540	2014	Forest River	Cherokee	Cherokee 39P	\$18,150.00		1	\$18,150.00	
James & Tari Riley	16538	2014	Forest River	Cherokee	Cherokee 39P	\$18,150.00		1	\$18,150.00	
James & Tari Riley	16660	2014	Forest River	Cherokee	Cherokee 39P	\$18,150.00		1	\$18,150.00	
James & Tari Riley	16669	2014	Forest River	Cherokee	Cherokee 39P	\$18,150.00		1	\$18,150.00	
James & Tari Riley	16670	2014	Forest River	Cherokee	Cherokee 39P	\$18,150.00		1	\$18,150.00	
James & Tari Riley	16671	2014	Forest River	Cherokee	n/a	\$0.00		1	\$0.00	
James & Tari Riley	16672	2014	Forest River	Cherokee	Cherokee 39P	\$18,150.00		1	\$18,150.00	
James & Tari Riley	16674	2014	Forest River	Cherokee	Cherokee 39P	\$18,150.00		1	\$18,150.00	
James & Tari Riley	16675	2014	Forest River	Cherokee	Cherokee 39P	\$18,150.00		1	\$18,150.00	
<b>James &amp; Tari Riley Total</b>						<b>\$217,800.00</b>	<b>\$473,297.55</b>		<b>\$217,800.00</b>	<b>\$255,497.55</b>
James Orders	None		Unsecured		See Debtor's Sch. D	\$0.00	\$18,641.59	1	\$0.00	
<b>James Orders Total</b>						<b>\$0.00</b>	<b>\$18,641.59</b>		<b>\$0.00</b>	<b>\$18,641.59</b>
James Riley	16676	2014	Forest River	Cherokee	Cherokee 39P	\$18,150.00	\$405,821.06	1	\$18,150.00	
James Riley	16677	2014	Forest River	Cherokee	Cherokee 39P	\$18,150.00		1	\$18,150.00	
James Riley	16682	2014	Forest River	Cherokee	Cherokee 39P	\$18,150.00		1	\$18,150.00	
James Riley	16681	2014	Forest River	Cherokee	Cherokee 39P	\$18,150.00		1	\$18,150.00	
James Riley	16651	2014	Forest River	Cherokee	Cherokee 39P	\$18,150.00		1	\$18,150.00	
James Riley	16649	2014	Forest River	Cherokee	Cherokee 39P	\$18,150.00		1	\$18,150.00	
James Riley	16652	2014	Forest River	Cherokee	Cherokee 39P	\$18,150.00		1	\$18,150.00	
<b>James Riley Total</b>						<b>\$127,050.00</b>	<b>\$405,821.06</b>		<b>\$127,050.00</b>	<b>\$278,771.06</b>
James Riley - D. Johnson	24837	2015	Forest River	Cherokee	n/a	\$0.00		1	\$0.00	
James Riley - D. Johnson	18113	2015	Forest River	Cherokee	n/a	\$0.00		1	\$0.00	
James Riley - D. Johnson	18028	2015	Forest River	Cherokee	n/a	\$0.00		1	\$0.00	
James Riley - D. Johnson	17972	2015	Forest River	Cherokee	n/a	\$0.00		1	\$0.00	
<b>James Riley - D. Johnson Total</b>						<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>	<b>\$0.00</b>
Joseph & Diane Zerbib	19008	2014	Forest River	Cherokee	n/a	\$0.00	\$498,233.20	1	\$0.00	
Joseph & Diane Zerbib	19011	2014	Forest River	Cherokee	n/a	\$0.00		1	\$0.00	
Joseph & Diane Zerbib	16544	2014	Forest River	Cherokee	Cherokee 39KT	\$23,950.00		1	\$23,950.00	
Joseph & Diane Zerbib	16545	2014	Forest River	Cherokee	Cherokee 39KT	\$23,950.00		1	\$23,950.00	
Joseph & Diane Zerbib	16546	2014	Forest River	Cherokee	Cherokee 39KT	\$23,950.00		1	\$23,950.00	
Joseph & Diane Zerbib	16532	2014	Forest River	Cherokee	Cherokee 39KT	\$23,950.00		1	\$23,950.00	
Joseph & Diane Zerbib	22812	2014	Forest River	Cherokee	Grey Wolf 28BH	\$14,850.00		1	\$14,850.00	

**Trailer Valuation**  
**In re Onsite Temp Housing Corporation**

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Joseph & Diane Zerbib	22813	2014	Forest River	Cherokee	Grey Wolf 28BH	\$14,850.00		1	\$14,850.00	
Joseph & Diane Zerbib	25753	2014	Forest River	Cherokee	Grey Wolf 29BH	\$13,250.00		1	\$13,250.00	
Joseph & Diane Zerbib	06337	2014	Forest River	Cherokee	Unknown	\$15,150.00		1	\$15,150.00	
Joseph & Diane Zerbib	22817	2014	Forest River	Cherokee	Grey Wolf 28BH	\$14,850.00		1	\$14,850.00	
Joseph & Diane Zerbib	16639	2014	Forest River	Cherokee	Cherokee 39P	\$18,150.00		1	\$18,150.00	
Joseph & Diane Zerbib	16640	2014	Forest River	Cherokee	Cherokee 39P	\$18,150.00		1	\$18,150.00	
Joseph & Diane Zerbib	18980	2015	Forest River	Cherokee	Cherokee 39P	\$20,200.00		1	\$20,200.00	
Joseph & Diane Zerbib	19006	2015	Forest River	Cherokee	Cherokee 39P	\$20,200.00		1	\$20,200.00	
<b>Joseph &amp; Diane Zerbib Total</b>						<b>\$245,450.00</b>	<b>\$498,233.20</b>		<b>\$245,450.00</b>	<b>\$252,783.20</b>
JRS Funding	17752	2014	Forest River	Cherokee	Cherokee 39KT	\$23,950.00	\$665,174.48	1	\$23,950.00	
JRS Funding	17794	2014	Forest River	Cherokee	Cherokee 39KT	\$23,950.00		1	\$23,950.00	
JRS Funding	17753	2014	Forest River	Cherokee	Cherokee 39KT	\$23,950.00		1	\$23,950.00	
JRS Funding	17728	2014	Forest River	Cherokee	n/a	\$0.00		1	\$0.00	
JRS Funding	17760	2014	Forest River	Cherokee	n/a	\$0.00		1	\$0.00	
JRS Funding	17327	2014	Forest River	Cherokee	n/a	\$0.00		1	\$0.00	
JRS Funding	16673	2014	Forest River	Cherokee	n/a	\$0.00		1	\$0.00	
JRS Funding	24856	2014	Forest River	Cherokee	n/a	\$0.00		1	\$0.00	
JRS Funding	19011	2014	Forest River	Cherokee	n/a	\$0.00		1	\$0.00	
JRS Funding	18969	2015	Forest River	Cherokee	Cherokee 39P	\$20,200.00		1	\$20,200.00	
JRS Funding	18970	2015	Forest River	Cherokee	Cherokee 39P	\$20,200.00		1	\$20,200.00	
JRS Funding	18971	2015	Forest River	Cherokee	Cherokee 39P	\$20,200.00		1	\$20,200.00	
JRS Funding	18972	2015	Forest River	Cherokee	Cherokee 39P	\$20,200.00		1	\$20,200.00	
JRS Funding	18973	2015	Forest River	Cherokee	Cherokee 39P	\$20,200.00		1	\$20,200.00	
JRS Funding	18966	2015	Forest River	Cherokee	Cherokee 39P	\$20,200.00		1	\$20,200.00	
JRS Funding	18967	2015	Forest River	Cherokee	Cherokee 39P	\$20,200.00		1	\$20,200.00	
JRS Funding	19000	2015	Forest River	Cherokee	Cherokee 39P	\$20,200.00		1	\$20,200.00	
JRS Funding	19001	2015	Forest River	Cherokee	n/a	\$0.00		1	\$0.00	
<b>JRS Funding Total</b>						<b>\$233,450.00</b>	<b>\$665,174.48</b>		<b>\$233,450.00</b>	<b>\$431,724.48</b>
Katherine McClerkin	16642	2014	Forest River	Cherokee	n/a	\$0.00	\$67,597.64	1	\$0.00	
Katherine McClerkin	23332	2014	Forest River	Cherokee	Wolf Pup 16FB	\$8,900.00		1	\$8,900.00	
<b>Katherine McClerkin Total</b>						<b>\$8,900.00</b>	<b>\$67,597.64</b>		<b>\$8,900.00</b>	<b>\$58,697.64</b>
Ken Klockenga	Unknown	Unknown	Unknown	Unknown	Unknown	\$10,000.00	\$131,837.50	7	\$70,000.00	
<b>Ken Klockenga Total</b>						<b>\$10,000.00</b>	<b>\$131,837.50</b>		<b>\$70,000.00</b>	<b>\$61,837.50</b>
Kurt Klockenga	Unknown	Unknown	Unknown	Unknown	Unknown	\$10,000.00	\$75,000.00	3	\$30,000.00	
<b>Kurt Klockenga Total</b>						<b>\$10,000.00</b>	<b>\$75,000.00</b>		<b>\$30,000.00</b>	<b>\$45,000.00</b>
L. Lindell LLC	15899	2014	Forest River	Cherokee	Unknown	\$15,100.00	\$135,896.10	1	\$15,100.00	
L. Lindell LLC	15542	2014	Forest River	Cherokee	Cherokee 39KT	\$23,950.00		1	\$23,950.00	
L. Lindell LLC	18997	2015	Forest River	Cherokee	Cherokee 39P	\$20,200.00		1	\$20,200.00	
L. Lindell LLC	18998	2015	Forest River	Cherokee	Cherokee 39P	\$20,200.00		1	\$20,200.00	

**Trailer Valuation**  
**In re Onsite Temp Housing Corporation**

Owner	VIN	Year	Make	Model	Size or Body Style	Value <sup>1</sup>	PoC or Sch Amt	Trls	Secured Amt	Unsecur. Amt
<b>L. Lindell LLC Total</b>						<b>\$79,450.00</b>	<b>\$135,896.10</b>		<b>\$79,450.00</b>	<b>\$56,446.10</b>
Michael & Michelle Zerbib	15826	2013	Forest River	Cherokee	Cherokee 39P	\$16,250.00	\$209,681.66	1	\$16,250.00	
Michael & Michelle Zerbib	15827	2013	Forest River	Cherokee	Cherokee 39P	\$16,250.00		1	\$16,250.00	
Michael & Michelle Zerbib	16130	2014	Forest River	Cherokee	Cherokee 39P	\$18,150.00		1	\$18,150.00	
Michael & Michelle Zerbib	16131	2014	Forest River	Cherokee	Cherokee 39P	\$18,150.00		1	\$18,150.00	
Michael & Michelle Zerbib	16542	2014	Forest River	Cherokee	Cherokee 39KT	\$23,950.00		1	\$23,950.00	
Michael & Michelle Zerbib	16543	2014	Forest River	Cherokee	Cherokee 39KT	\$23,950.00		1	\$23,950.00	
<b>Michael &amp; Michelle Zerbib Total</b>						<b>\$116,700.00</b>	<b>\$209,681.66</b>		<b>\$116,700.00</b>	<b>\$92,981.66</b>
R. T. Lommen Trust	19046	2015	Forest River	Cherokee	Cherokee 39P	\$20,200.00	\$131,636.12	1	\$20,200.00	
R. T. Lommen Trust	19045	2015	Forest River	Cherokee	Cherokee 39P	\$20,200.00		1	\$20,200.00	
R. T. Lommen Trust	18979	2015	Forest River	Cherokee	Cherokee 39P	\$20,200.00		1	\$20,200.00	
R. T. Lommen Trust	18093	2015	Forest River	Cherokee	Cherokee 39P	\$20,200.00		1	\$20,200.00	
<b>R. T. Lommen Trust Total</b>						<b>\$80,800.00</b>	<b>\$131,636.12</b>		<b>\$80,800.00</b>	<b>\$50,836.12</b>
RK Lending	18999	2015	Forest River	Cherokee	Cherokee 39P	\$20,200.00	\$34,058.73	1	\$20,200.00	
<b>RK Lending Total</b>						<b>\$20,200.00</b>	<b>\$34,058.73</b>		<b>\$20,200.00</b>	<b>\$13,858.73</b>
Scott Gould	15239	2013	Forest River	Cherokee	Cherokee 39P	\$16,250.00	\$162,793.54	1	\$16,250.00	
Scott Gould	15240	2013	Forest River	Cherokee	Cherokee 39P	\$16,250.00		1	\$16,250.00	
Scott Gould	15828	2014	Forest River	Cherokee	Cherokee 39P	\$18,150.00		1	\$18,150.00	
Scott Gould	16233	2014	Forest River	Cherokee	Cherokee 39P	\$18,150.00		1	\$18,150.00	
Scott Gould	16234	2014	Forest River	Cherokee	Cherokee 39P	\$18,150.00		1	\$18,150.00	
<b>Scott Gould Total</b>						<b>\$86,950.00</b>	<b>\$162,793.54</b>		<b>\$86,950.00</b>	<b>\$75,843.54</b>
SJG Consulting	Unknown	Unknown	Unknown	Unknown	Unknown	\$10,000.00	\$41,254.00	2	\$20,000.00	
<b>SJG Consulting Total</b>						<b>\$10,000.00</b>	<b>\$41,254.00</b>		<b>\$20,000.00</b>	<b>\$21,254.00</b>
<b>Grand Total</b>							<b>\$4,490,168.40</b>		<b>\$1,872,300.00</b>	<b>\$2,617,868.40</b>

<sup>1</sup> Valued based, in part, on the website of the National Automobile Dealers Association (<http://www.nadaguides.com/RVs>) .

# EXHIBIT “7”

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**From:** Roxanne A. McHugh  
**Sent:** Thursday, March 02, 2017 1:20 PM  
**To:** Hal Campbell; 'John Yohe'  
**Cc:** Justin P. Nelson; Louis A. Lofredo; Roxanne A. McHugh  
**Subject:** Meeting, Tuesday, February 28, 2017 - T&B No. 21616-002 / JRS Funding

Hal and John,

Thank you for joining us for lunch yesterday. As you know, we discussed with you during our meeting on Tuesday the insurmountable hurdles faced by the Debtor in this case and why we think it is inevitable that the Court is going to appoint a trustee in this matter. We strongly feel all parties will benefit from a stipulation to the appointment of a trustee because it will eliminate the very substantial attorneys' fees and costs both parties will bear with continued discovery and preparing for and attending a two-day trial. As you requested on Tuesday, we have summarized below the serious issues facing both the Debtor's current management and you as counsel. Citations to "Tab" refer to the tabbed documents in the binder we gave you at lunch Tuesday.

1. The retainer received by your firm is subject to disgorgement because RPOD Rentals was the actual source of the money. You knew this fact but it was not disclosed in any document filed with the Court. The bank statements disclosed by RPOD show a payment from Campbell & Coombs for \$20,000, and a handwritten explanation, presumably written by Blaicher or Kaebisch, stating the \$20,000 was a return of your retainer fee for representing OnSite in the bankruptcy proceeding. See Tab 1 at RPOD-000001 and RPOD-000003. That \$20,000 was deposited back into RPOD's National Bank of Arizona bank account on September 20, 2016. *Id.* The next day, RPOD transferred \$10,000 to OnSite Temp Housing, and by September 30, 2016, a total of \$18,000 had been transferred from RPOD to OnSite. *Id.* At best, your disclosures in your employment application, and your 2014 and 2016 Statements and you fee application are incomplete and misleading. This creates a *Crimson Investment* problem, which we not only intend to raise in an Objection to your Application for Attorney Fees, but also to show mismanagement of the Debtor by the Principals at the evidentiary hearing on our Petition to Appoint a Trustee. As we told you at our meeting on Tuesday, if the Debtor proceeds to oppose the appointment of a Chapter 11 Trustee and your firm continues as its counsel, please be advised that I expect our firm will be directed to seek all appropriate remedies, including disgorgement, in our objection to your fee application.

As an aside, you told me that Jim Riley had threatened in an email that "you would not be paid a penny" in the case. I have read the email to which, I believe you were referring. Mr. Riley wrote that "Attorney fees charged by your firm to the bankruptcy estate to pursue a Chapter 11 bankruptcy will be vigorously challenged by the Plaintiffs/Creditors." I can assure you that Mr. Riley bears no personal animus toward you, John Yohe or your firm. He was simply advising you that our clients would contest any application filed by your firm in the manner provided by Code and Rules as is the right of every creditor in a bankruptcy case.

2. You will see numerous checks to Mrs. Kaebisch at Tab 11 with the words "rent" or "rent and storage" in the Memo line. That information was false and misleading. The testimony that was elicited at Stacy Kaebisch's deposition is also quite damaging to the Debtor's position. She testified she was not employed by the Debtor, and yet there are over \$40,000 in checks written to her from Debtor's National Bank of Arizona account \*\*\*\*8120. See *generally* Tab 10. At her deposition she testified that

many of these checks were written to her not as rent due to her from the Debtor. Rather, those checks were for the payment of the rent she and Mr. Kaebisch owed to the landlord of their **home**. Despite her testimony of not being employed by the Debtor, Mrs. Kaebisch signed multiple checks from the Debtor's bank account for thousands of dollars including many checks to her husband. This occurred while the Debtor was insolvent and continued after the fraud on our clients and default on their notes. See generally Tab 11. As you know, Messrs. Kaebisch and Blaicher owed fiduciary duties to all creditors of Onsite, including our clients, as of the date the company entered the "zone of insolvency". Although Mrs. Kaebisch did not admit to using the company's bank card, thousands of dollars of expenses were spent at stores, doctor's offices, and schools/daycare centers attended by the Kaebischs' children near the Kaebisch's home. Mrs. Kaebisch admitted, during her deposition, to frequenting those stores. This information, including Mrs. Kaebisch's deposition testimony, establishes that the statements in Paragraph 16 of Mr. Kaebisch's Declaration dated January 17, 2017, were false and he committed perjury during this case

3. Yesterday's deposition of AK Khan further supports our position that the appointment of a trustee is appropriate. Mr. Khan testified that we could rely on the financial statements as being true and accurate and that all payments by the company to or for the benefit of Mr. Kaebisch and Mr. Blaicher are properly categorized as either business expenses or shareholder distributions. The 2015 and 2016 Balance Sheet prepared by Mr. Khan show that there were hundreds of thousands of distributions to shareholders **based on the information provided to him Messrs. Kaebisch and Blaicher** and his firm did not review all of the financial information and perform its own analysis of whether certain payments were for legitimate business expenses or were for the payment of personal obligations. Based on our review of the General Ledger and Onsite's bank statements, we believe the actual amount of payments to or for the benefit of the Kaebischs and Mr. Blaicher substantially exceeds the amounts characterized as Shareholder Distributions in the Balance Sheets.

The Balance Sheets also reveal that the Debtor was insolvent from day one, yet it made hundreds of thousands of dollars in shareholder distributions over the years. Allowing these distributions is a clear breach of the fiduciary duty owed by Blaicher and Kaebisch to creditors of the estate under the Trust Fund Doctrine as set forth in *Pepper v. Litton*, 308 U.S. 295, 310-11, 60 S.Ct. 238, 247, 84 L.Ed. 281 (1939) and *A.R. Teeters & Assocs., Inc. v. Eastman Kodak Co.*, 172 Ariz. 324, 331, 836 P.2d 1034, 1041 (App. 1992). This fact alone is a clear basis for appointment of a trustee. As we have told you and as you will see from reviewing the Debtor's bank statements, these payments of personal expenses continued postpetition and even out of the Debtor in Possession operating account at National Bank of Arizona.

4. As we discussed, bank statements produced by RPOD Rentals provide a solid basis for filing a complaint against RPOD for substantive consolidation. RPOD's bank statements reveal over a hundred transactions that have been characterized as "loans" or "loan paybacks." See Tab 9. Furthermore, Blaicher and Kaebisch are the principals of both entities and have apparently not documented any of these loans. There are no apparent mechanisms or formalities in place to distinguish the affairs of RPOD and OnSite. This entanglement of the two entities not only gives rise to substantive consolidation but also shows gross mismanagement of the Debtor, which, standing alone, is a clear basis for appointment of a trustee.
5. The Debtor also failed to list RPOD as a creditor in Schedule F of its bankruptcy filings. Additionally, the Debtor lied in the bankruptcy schedules by failing to disclose the payments to RPOD during the year before filing the bankruptcy petition. For example, the Debtor deposited \$19,665 in RPOD's bank

account on September 7, 2016—only three weeks before filing the bankruptcy petition. See Tab 2 at RPOD-000006.

6. Finally, Messrs. Blaicher and Kaebisch continued making post-petition payments to Capital One and Cabela's for personal credit card bills from the DIP account and its non-DIP account. See Tab 4 at OTHC-012835, OTHC-012849, OTHC-012863, OTHC-012885, OTHC-012886. They also made multiple post-petition transfers from one of the DIP accounts to the prepetition operating account (last four digits -8120). See Tab 4 at OTHC-012833 (showing over \$11,000 of transfers from DIP account \*\*\*\*2010 to non-DIP account \*\*\*\*8120. These post-petition transfers of estate money provide clear evidence of dishonesty, fraud, incompetency, breach of fiduciary duty, and gross mismanagement of the Debtor. This information establishes that the statements in Paragraph 16 of Mr. Kaebisch's Declaration dated January 17, 2017, and in Paragraph 16 of Mr. Blaicher's Declaration dated January 17, 2017 were false and he committed perjury during this case. The \$30,000 wire transfer from the Debtor to Mr. Blaicher on November 26, 2013 on the same day it received funds from Scott Gould also establishes that Mr. Blaicher lied in his declaration. As you are aware a finding of just one of those grounds is sufficient for appointment of a trustee under Bankruptcy Code § 1104.

We appreciate the difficulty of your situation, but we are confident the Court will inevitably appoint a trustee, pursuant to Section 1104(a)(1), in this matter given the egregious conduct of the Debtor's principals. An additional matter we did not discuss on Tuesday is that our clients constitute the vast majority of the claims (both secured and unsecured) in this case. They have determined that the appointment of a Chapter 11 trustee is in their best interest. As a result, it is clear that we will be able to satisfy the requirement of Section 1104(a)(2). Although Messrs. Kaebisch and Blaicher may believe the appointment of a trustee is not in their interest that will not be a consideration for the court. And, if they put their interest above the interests of creditors, it would be another violation of their fiduciary duties. If the Debtor stipulates to the appointment of a trustee, it will save all parties both time and a substantial amount of money. I also expect we could quickly reach agreement on your pending fee application.

Please advise whether the Debtor will agree to stipulate to the appointment of a trustee after you have discussed this matter with the officers of the Debtor.

Thank you.

Christopher R. Kaup | Shareholder | 602.255.6024



Seventh Floor Camelback Esplanade II | 2525 E Camelback Road | Phoenix, AZ 85016  
P 602.255.6000 | F 602.255.0103

[crk@tblaw.com](mailto:crk@tblaw.com) | [Bio](#) | [vCard](#) | [Website](#) | [Practice Areas](#)

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# **EXHIBIT “8”**

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**From:** Christopher R. Kaup  
**Sent:** Saturday, July 01, 2017 1:57 PM  
**To:** Hal Campbell; John Yohe  
**Cc:** 'Timothy Shaffer' (tim@clothoeq.us); Louis A. Lofredo; Justin P. Nelson  
**Subject:** Fraudulent Transfers, Transfers in Violation of Trust Fund Doctrine and Insider Preferences  
**Attachments:** 4C26726-Preferential Transfers - 1 Year Prior to Petition Date.PDF; 4C26731-Trust Fund Transfers - Dec 2015.PDF; 4C23887-Voidable Transfers Through December 2013.PDF

As you know from our meeting on February 28, 2017, and my email to you on March 2, 2017, at 1:20 p.m., we identified for you numerous transfers to or for the benefit of Donn Kaebisch, Brad Blaicher and RPOD which were avoidable as fraudulent transfers or preferences and/or gave to rise to liability against Messrs. Blaicher and Kaebisch under the Trust Fund Doctrine as set forth in *Pepper v. Litton*, 308 U.S. 295, 310-11, 60 S.Ct. 238, 247, 84 L.Ed. 281 (1939) and *A.R. Teeters & Assocs., Inc. v. Eastman Kodak Co.*, 172 Ariz. 324, 331, 836 P.2d 1034, 1041 (App. 1992). Your firm has taken no steps to pursue the recovery of the large amount of funds improperly taken from the Debtor and its creditors during the last four months.

I am aware that you were not able to initiate causes of action against Messrs. Kaebisch and Blaicher and their company, RPOD, because they were the officers of the Debtor during most of that time. However, Tim Shaffer has been the CRO for two months and, as a result, you are no longer handicapped by Kaebisch, Blaicher and their inherent conflict of interest. As we warned you back in early March that every day which passes without filing a complaint causes damage to the Bankruptcy Estate as more transfers are no longer recoverable due to applicable statutes of limitation.

For ease of your reference, I have attached three spreadsheets which list the transfers recoverable under the different legal theories, the dates of the transfers, the dollar value of the claims which are now barred by the applicable statute of limitations and the transfers which will not be recoverable if the Estate fails to bring an action during the rest of the year. For example, you will see that over \$14,600.00 of fraudulent transfers became barred by the four year statute of limitations for fraudulent transfers since our email to you on March 2 and an additional \$62,693.00 of fraudulent transfer claims will expire by the end of 2017. Similarly, the value of the claims against Messrs. Blaicher and Kaebisch under the Trust Fund Doctrine has been diminished by \$27,577.42 due to the failure to file such an action against them after you received my email on March 2. The Bankruptcy Estate will be damaged by almost \$35,000.00 by the end of the year due to the expiration of the two year statute of limitations on claims based on the Trust Fund Doctrine.

We renew our request that you review these claims, now with Tim Shaffer, and file a complaint against Mr. Kaebisch, Mr. Blaicher and RPOD in order to protect the interests of the Bankruptcy Estate. If you and Mr. Shaffer decide not to pursue these claims, please provide a written explanation of the reasons for that decision.

I will be traveling out of state through July 12. However, I will be available on my cell (602-432-1555) in order to discuss this matter and will have full access to emails. I look forward to hearing from you soon.

Christopher R. Kaup | Shareholder | 602.255.6024



Seventh Floor Camelback Esplanade II | 2525 E Camelback Road | Phoenix, AZ 85016  
P 602.255.6000 | F 602.255.0103  
[crk@tblaw.com](mailto:crk@tblaw.com) | [Bio](#) | [vCard](#) | [Website](#) | [Practice Areas](#)

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**One Year Preferential Transfer Analysis**  
In re Onsite Temp Housing Corp

Payee	Date	Amount of Transfer	Bank Account	Check No. / Reference	Bates No.	All Preferential Transfers 9/20/2015 to 9/20/2016
Brad Blaicher	9/22/2015	\$5,000.00	8120	4036		(\$5,000.00)
Stacy Kaebisch	10/5/2015	\$2,500.00	8120	4094		(\$2,500.00)
Brad Blaicher	10/6/2015	\$5,000.00	8120	4127		(\$5,000.00)
Donn Kaebisch	11/12/2015	\$700.00	8120	Money Market Withdrawal		(\$700.00)
Rpod Rentals	12/15/2015	\$ 100.00		ONLINE XFER TO DDA RPOD REN	OTHC-2783	(\$100.00)
Donn Kaebisch	12/24/2015	\$2,000.00	7236	3595		(\$2,000.00)
Stacy Kaebisch	1/6/2016	\$141.69	7236	paid to Credit One Bank		(\$141.69)
Brad Blaicher	1/8/2016	\$2,708.33	7236	paid a personal loan using Onsite assets		(\$2,708.33)
Donn Kaebisch	3/2/2016	\$1,700.00	7236	3610		(\$1,700.00)
Donn Kaebisch	3/2/2016	\$2,000.00	7236	3609		(\$2,000.00)
Brad Blaicher	3/28/2016	\$700.00	7236	3650		(\$700.00)
Rpod Rentals	3/28/2016	\$ 100.00		ONLINE XFER TO DDA RPOD REN	OTHC-2830	(\$100.00)
Rpod Rentals	5/9/2016	\$ 500.00		ONLINE XFER TO DDA RPOD REN	OTHC-2850	(\$500.00)
Donn Kaebisch	5/13/2016	\$2,000.00	7236	3617		(\$2,000.00)
Rpod Rentals	6/17/2016	\$ 250.00		Processed 6/20/16 for \$250.00	OTHC-2873	(\$250.00)
Donn Kaebisch	8/1/2016	\$12,000.00	8120	Money Market Withdrawal		(\$12,000.00)
Donn Kaebisch	8/9/2016	\$12,000.00	8120	Money Market Withdrawal		(\$12,000.00)
Rpod Rentals	9/8/2016	\$ 19,665.00		Processed 09/08/16 \$19,665.00 Ch#482	OTHC-2917	(\$19,665.00)
Brad Blaicher	9/19/2016	\$10,000.00	8120	Money Market Withdrawal		(\$10,000.00)
Onsite's Petition Date	9/20/2016	n/a	n/a	Bankruptcy - Petition Filing Date		n/a
<b>Totals</b>		<b>\$79,065.02</b>				<b>(\$79,065.02)</b>

**Two Year Statute of Limitation on Filing an Action to Recover under the Trust Fund Doctrine**  
**In re Onsite Temp Housing Corp**

Payee	Date	Amount of Transfer	Bank Account	Check No. / Reference	Bates No.	Lost Since 9/20/2016 Petition Dat to 3/1/2017	Lost Since 3/2/2017 Demand Letter to 6/27/2017	Will be Lost from 6/28/2017 to 12/31/2017
Rpod Rentals	9/26/2014	\$ 4,000.00		ONLINE XFER TO DDA RPOD REN	NBA-293	(\$4,000.00)		
Onsite	10/14/2014	\$2,000.00	8120	Money Market Withdrawal		(\$2,000.00)		
Onsite	10/22/2014	\$600.00	8120	Money Market Withdrawal		(\$600.00)		
Rpod Rentals	10/24/2014	\$ 200.00		ONLINE XFER TO DDA RPOD REN	NBA-316	(\$200.00)		
Stacy Kaebisch	10/26/2014	\$4,000.00	8120	N/A		(\$4,000.00)		
Brad Blaicher	10/27/2014	\$2,500.00	8120	2714		(\$2,500.00)		
Rpod Rentals	10/29/2014	\$ 200.00		ONLINE XFER TO DDA RPOD REN	NBA-317	(\$200.00)		
Stacy Kaebisch	10/30/2014	\$5,000.00	8120	2741		(\$5,000.00)		
Brad Blaicher	11/3/2014	\$2,500.00	8120	2744		(\$2,500.00)		
Frys Foods (Grocery Not Frys Fuel)	11/17/2014	\$223.88	8120			(\$223.88)		
Brad Blaicher	11/20/2014	\$3,000.00	8120	2836		(\$3,000.00)		
Brad Blaicher	11/24/2014	\$4,000.00	8120	cashiers check		(\$4,000.00)		
Frys Foods (Grocery Not Frys Fuel)	11/26/2014	\$51.17	8120			(\$51.17)		
Donn Kaebisch	12/17/2014	\$2,000.00	8120	2969		(\$2,000.00)		
Brad Blaicher	12/22/2014	\$5,000.00	8120	2970		(\$5,000.00)		
Total Wine	12/22/2014	\$199.93	8120			(\$199.93)		
5 Star Nails and Spa	12/26/2014	\$117.00	8120			(\$117.00)		
Corner Archery	1/5/2015	\$600.20	8120			(\$600.20)		
Rpod Rentals	1/26/2015	\$ 500.00		ONLINE XFER TO DDA RPOD REN	OTHC-2566	(\$500.00)		
Onsite	2/3/2015	\$1,000.00	8120	Money Market Withdrawal		(\$1,000.00)		
Onsite	2/17/2015	\$1,000.00	8120	Money Market Withdrawal		(\$1,000.00)		
Onsite	2/24/2015	\$3,000.00	8120	Money Market Withdrawal		(\$3,000.00)		
Web Services	2/26/2015	\$735.00	8120		OTHC-23715	(\$735.00)		
Onsite	2/27/2015	\$1,700.00	8120	Money Market Withdrawal		(\$1,700.00)		
Donn Kaebisch	3/9/2015	\$2,000.00	8120	3238			(\$2,000.00)	
Donn Kaebisch	3/16/2015	\$1,000.00	8120	3254			(\$1,000.00)	
Stacy Kaebisch	3/26/2015	\$2,500.00	8120	3382			(\$2,500.00)	
Frys Foods (Grocery Not Frys Fuel)	3/31/2015	\$72.81	8120				(\$72.81)	
Pet Club (for animals)	4/8/2015	\$19.46	8120				(\$19.46)	
Gretta Bradbury Salon	4/10/2015	\$233.45	8120				(\$233.45)	
Wal Mart	4/10/2015	\$314.37	8120		OTHC-24629		(\$314.37)	
Donn Kaebisch	4/13/2015	\$2,500.00	8120	3393			(\$2,500.00)	
Donn Kaebisch	4/17/2015	\$700.00	8120	Money Market Withdrawal			(\$700.00)	
Rpod Rentals	5/11/2015	\$ 1,100.00		ONLINE XFER TO DDA RPOD REN	OTHC-2648	(\$1,100.00)		
Donn Kaebisch	5/12/2015	\$2,500.00	8120	3540			(\$2,500.00)	
Brad Blaicher	6/6/2015	\$3,750.77	8120	4642			(\$3,750.77)	
Donn Kaebisch	6/6/2015	\$3,750.77	8120	4640			(\$3,750.77)	
Donn Kaebisch	6/15/2015	\$2,500.00	8120	3638			(\$2,500.00)	
Wal Mart	6/22/2015	\$235.02	8120		OTHC-24582		(\$235.02)	
Donn Kaebisch	6/24/2015	\$3,750.77	8120	4681			(\$3,750.77)	

**Two Year Statute of Limitation on Filing an Action to Recover under the Trust Fund Doctrine**  
**In re Onsite Temp Housing Corp**

Payee	Date	Amount of Transfer	Bank Account	Check No. / Reference	Bates No.	Lost Since 9/20/2016 Petition Dat to 3/1/2017	Lost Since 3/2/2017 Demand Letter to 6/27/2017	Will be Lost from 6/28/2017 to 12/31/2017
Rpod Rentals	6/24/2015	\$ 650.00		ONL NE XFER TO DDA RPOD REN	OTHC-2665		(\$650.00)	
Golf Balls.com	6/30/2015	\$40.90	8120					(\$40.90)
Brad Blaicher	7/20/2015	\$5,000.00	8120	3772				(\$5,000.00)
Donn Kaebisch	7/21/2015	\$1,700.00	8120	3812				(\$1,700.00)
Donn Kaebisch	7/31/2015	\$500.00	8120	Money Market Withdrawal				(\$500.00)
Donn Kaebisch	8/6/2015	\$2,861.50	8120		OTHC-22874			(\$2,861.50)
Donn Kaebisch	8/17/2015	\$1,700.00	8120	3917				(\$1,700.00)
Donn Kaebisch	8/24/2015	\$2,000.00	8120	3931				(\$2,000.00)
Rpod Rentals	8/24/2015	\$ 300.00		ONLINE XFER TO DDA RPOD REN	OTHC-2709			(\$300.00)
Rpod Rentals	8/30/2015	\$ 200.00		ONLINE XFER TO DDA RPOD REN	OTHC-2706			(\$200.00)
Rpod Rentals	9/1/2015	\$ 500.00		ONLINE XFER TO DDA RPOD REN	OTHC-2727			(\$500.00)
Wal Mart	9/4/2015	\$248.31	8120		24613			(\$248.31)
Donn Kaebisch	9/8/2015	\$1,700.00	8120	3976				(\$1,700.00)
Brad Blaicher	9/22/2015	\$5,000.00	8120	4036				(\$5,000.00)
Stacy Kaebisch	10/5/2015	\$2,500.00	8120	4094				(\$2,500.00)
Brad Blaicher	10/6/2015	\$5,000.00	8120	4127				(\$5,000.00)
Wal Mart	10/15/2015	\$87.77	8120		OTHC-24647			(\$87.77)
Anesthesia Services	10/28/2015	\$650.00	8120					(\$650.00)
Safeway	11/10/2015	\$48.68	8120		OTHC-23735			(\$48.68)
Donn Kaebisch	11/12/2015	\$700.00	8120	Money Market Withdrawal				(\$700.00)
Total Wine	11/20/2015	\$52.36	8120					(\$52.36)
Wal Mart	12/11/2015	\$142.96	8120		OTHC-24588			(\$142.96)
Rpod Rentals	12/15/2015	\$ 100.00		ONLINE XFER TO DDA RPOD REN	OTHC-2783			(\$100.00)
Wal Mart	12/18/2015	\$600.00	8120		OTHC-24587			(\$600.00)
AZ Archery Club	12/23/2015	\$421.77	8120					(\$421.77)
Wal Mart	12/23/2015	\$603.00	8120		OTHC-24585			(\$603.00)
Donn Kaebisch	12/24/2015	\$2,000.00	7236	3595				(\$2,000.00)
<b>Totals</b>		<b>\$106,361.85</b>				<b>(\$44,127.18)</b>	<b>(\$27,577.42)</b>	<b>(\$34,657.25)</b>

# Four Year Statute of Limitation on Filing an Action to Recover the Voidable Transfers

In re Onsite Temp Housing Corp

Payee	Date	Amount of Transfer	Bank Account	Check No. / Reference	Bates No.	Lost Since 9/20/2016 Petition Dat to 3/1/2017	Lost Since 3/2/2017 Demand Letter to 6/27/2017	Will be Lost from 6/28/2017 to 12/31/2017
Einstein Bagels	1/7/2013	\$16.12	8120			(\$16.12)		
Frys Foods (Grocery Not Frys Fuel)	1/7/2013	\$136.29	8120			(\$136.29)		
Ghengis Grill	1/7/2013	\$37.09	8120			(\$37.09)		
Milestones Preschool	1/9/2013	\$200.00	8120			(\$200.00)		
Einstein Bagels	1/11/2013	\$16.02	8120			(\$16.02)		
Einstein Bagels	1/14/2013	\$15.85	8120			(\$15.85)		
Spinatos Pizza	1/14/2013	\$12.84	8120			(\$12.84)		
Spinatos Pizza	1/14/2013	\$20.40	8120			(\$20.40)		
Michelles Bar and Grill	1/16/2013	\$14.22	8120			(\$14.22)		
Amigos	1/17/2013	\$65.00	8120			(\$65.00)		
Cartwrights	1/22/2013	\$243.51	8120			(\$243.51)		
Lifetime Café	1/22/2013	\$59.01	8120			(\$59.01)		
Oreganos Pizza	1/22/2013	\$51.95	8120			(\$51.95)		
Stingray Sushi	1/22/2013	\$111.52	8120			(\$111.52)		
Wildlife World Zoo	1/22/2013	\$46.00	8120		OTHC-13544	(\$46.00)		
Dillons KC Style BarbQ	1/23/2013	\$41.12	8120			(\$41.12)		
Keg Desert Ridge	1/28/2013	\$55.71	8120			(\$55.71)		
Tutor Time Day Care	1/31/2013	\$155.00	8120			(\$155.00)		
Frys Foods (Grocery Not Frys Fuel)	2/4/2013	\$206.16	8120			(\$206.16)		
Stacy Kaebisch	2/4/2013	\$683.75	8120	1001		(\$683.75)		
Tutor Time Day Care	2/7/2013	\$155.00	8120			(\$155.00)		
Culvers	2/8/2013	\$18.11	8120			(\$18.11)		
Oreganos Pizza	2/8/2013	\$60.51	8120			(\$60.51)		
Aunt Chiladas	2/11/2013	\$14.20	8120			(\$14.20)		
AZ Game and Fish	2/11/2013	\$61.50	8120			(\$61.50)		
Pita Jungle	2/11/2013	\$16.98	8120			(\$16.98)		
AZ Game and Fish	2/12/2013	\$7.50	8120			(\$7.50)		
Cox	2/12/2013	\$43.99	8120		OTHC-13157	(\$43.99)		
Frys Foods (Grocery Not Frys Fuel)	2/14/2013	\$83.76	8120			(\$83.76)		
Kings Fish House	2/14/2013	\$50.96	8120			(\$50.96)		
Cocomo Joes	2/19/2013	\$30.48	8120			(\$30.48)		
Costco	2/19/2013	\$166.71	8120		OTHC-31401	(\$166.71)		
Frys Foods (Grocery Not Frys Fuel)	2/19/2013	\$83.19	8120			(\$83.19)		
Keg Desert Ridge	2/19/2013	\$32.76	8120			(\$32.76)		
Stacy Kaebisch	2/19/2013	\$1,000.00	8120	1011		(\$1,000.00)		
Costco	2/20/2013	\$51.05	8120		OTHC-13156	(\$51.05)		
Costco	2/20/2013	\$51.05	8120		OTHC-31401	(\$51.05)		
Wallys American Grill	2/27/2013	\$51.56	8120			(\$51.56)		
Stacy Kaebisch	2/28/2013	\$300.00	8120	1021		(\$300.00)		
Tutor Time Day Care	2/28/2013	\$155.00	8120			(\$155.00)		

# Four Year Statute of Limitation on Filing an Action to Recover the Voidable Transfers

In re Onsite Temp Housing Corp

Payee	Date	Amount of Transfer	Bank Account	Check No. / Reference	Bates No.	Lost Since 9/20/2016 Petition Dat to 3/1/2017	Lost Since 3/2/2017 Demand Letter to 6/27/2017	Will be Lost from 6/28/2017 to 12/31/2017
Apple Itunes (89 Transactions)	3/2/2013	\$1,018.34	8120	Total 3/2/2013 to 10/31/2014			(\$1,018.34)	
Oreganos Pizza	3/7/2013	\$22.89	8120				(\$22.89)	
Starbucks	3/7/2013	\$4.43	8120				(\$4.43)	
Tutor Time Day Care	3/7/2013	\$155.00	8120				(\$155.00)	
Grayhawk Golf Club	3/8/2013	\$38.69	8120				(\$38.69)	
Tilted Kilt Pub	3/8/2013	\$26.93	8120				(\$26.93)	
Harolds Cave Creek	3/11/2013	\$34.94	8120				(\$34.94)	
Little Italys Pizza	3/11/2013	\$47.98	8120				(\$47.98)	
Majerles Sports Grill	3/11/2013	\$58.09	8120				(\$58.09)	
Sandbar Desert Ridge	3/11/2013	\$26.86	8120				(\$26.86)	
Kohls	3/13/2013	\$23.96	8120		OTHC-13576		(\$23.96)	
Tilted Kilt Pub	3/14/2013	\$30.13	8120				(\$30.13)	
Papa Johns	3/15/2013	\$81.38	8120				(\$81.38)	
Scholastic Book Fairs (for kids)	3/15/2013	\$18.55	8120				(\$18.55)	
TP Scottsdale	3/15/2013	\$40.59	8120				(\$40.59)	
Target	3/17/2013	\$30.79	8120		OTHC-13560		(\$30.79)	
Dicks Hideaway	3/21/2013	\$109.27	8120				(\$109.27)	
Tutor Time Day Care	3/21/2013	\$155.00	8120				(\$155.00)	
Babbo Italian Eatery	3/25/2013	\$69.24	8120				(\$69.24)	
Stacy Kaebisch	3/25/2013	\$550.00	8120	1032			(\$550.00)	
Venetian/Palazzo	3/26/2013	\$732.48	kury Suite at the Venetian in Vegas		OTHC-13542		(\$732.48)	
Classic Barber Shop	3/29/2013	\$56.00	8120				(\$56.00)	
Wal Mart	3/31/2013	\$81.23	8120		OTHC-13558		(\$81.23)	
Fast Fix Jewelry Repair	4/1/2013	\$89.52	8120				(\$89.52)	
Frys Foods (Grocery Not Frys Fuel)	4/1/2013	\$70.23	8120				(\$70.23)	
Oreganos Pizza	4/1/2013	\$34.98	8120				(\$34.98)	
Sandbar Desert Ridge	4/1/2013	\$53.74	8120				(\$53.74)	
Tutor Time Day Care	4/4/2013	\$155.00	8120				(\$155.00)	
Lifetime Fitness	4/10/2013	\$56.37	8120				(\$56.37)	
Stacy Kaebisch	4/10/2013	\$1,100.00	8120	1043			(\$1,100.00)	
Blue 32 Sports Grill	4/11/2013	\$42.94	8120				(\$42.94)	
Tutor Time Day Care	4/11/2013	\$155.00	8120				(\$155.00)	
Bettys Nosh	4/12/2013	\$58.60	8120				(\$58.60)	
Starbucks	4/12/2013	\$12.19	8120				(\$12.19)	
Frys Foods (Grocery Not Frys Fuel)	4/15/2013	\$104.84	8120				(\$104.84)	
Salty Sow	4/15/2013	\$94.74	8120				(\$94.74)	
Tutor Time Day Care	4/16/2013	\$235.00	8120				(\$235.00)	
Frys Foods (Grocery Not Frys Fuel)	4/17/2013	\$33.60	8120				(\$33.60)	
Oreganos Pizza	4/17/2013	\$29.29	8120				(\$29.29)	
Lifetime Café	4/18/2013	\$9.53	8120				(\$9.53)	



# Four Year Statute of Limitation on Filing an Action to Recover the Voidable Transfers

In re Onsite Temp Housing Corp

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Einstein Bagels	4/22/2013	\$16.29	8120				(\$16.29)	
The Phoenix Zoo	4/22/2013	\$50.00	8120				(\$50.00)	
Wallys American Grill	4/22/2013	\$95.68	8120				(\$95.68)	
Zipps Sports Grill	4/22/2013	\$36.99	8120				(\$36.99)	
Bicycles of Phoenix	4/29/2013	\$21.86	8120				(\$21.86)	
Bicycles of Phoenix	4/29/2013	\$251.93	8120				(\$251.93)	
Frys Foods (Grocery Not Frys Fuel)	4/29/2013	\$170.87	8120				(\$170.87)	
Home Depot	4/29/2013	\$76.00	8120		OTHC-13532		(\$76.00)	
IN-N-OUT Burger	4/29/2013	\$18.69	8120				(\$18.69)	
Sandbar Desert Ridge	4/29/2013	\$100.04	8120				(\$100.04)	
Total Wine	4/29/2013	\$46.97	8120				(\$46.97)	
Mugsys Barber shop	4/30/2013	\$33.00	8120				(\$33.00)	
Lifetime Café	5/1/2013	\$25.36	8120				(\$25.36)	
R&R Pizza Express	5/2/2013	\$9.48	8120				(\$9.48)	
Starbucks	5/2/2013	\$9.07	8120				(\$9.07)	
Tutor Time Day Care	5/2/2013	\$229.00	8120				(\$229.00)	
Vans Golf Shop	5/2/2013	\$121.97	8120				(\$121.97)	
Elevate Coffee	5/6/2013	\$10.02	8120				(\$10.02)	
Keg Desert Ridge	5/6/2013	\$62.30	8120				(\$62.30)	
Oreganos Pizza	5/6/2013	\$65.83	8120				(\$65.83)	
Salty Sow	5/6/2013	\$37.12	8120				(\$37.12)	
Total Wine	5/7/2013	\$46.37	8120				(\$46.37)	
Bicycles of Phoenix	5/8/2013	\$43.72	8120				(\$43.72)	
Cox	5/9/2013	\$41.99	8120		OTHC-13157		(\$41.99)	
Frys Foods (Grocery Not Frys Fuel)	5/9/2013	\$34.87	8120				(\$34.87)	
Greek Patio 2	5/9/2013	\$14.72	8120				(\$14.72)	
Sandbar Desert Ridge	5/9/2013	\$85.95	8120				(\$85.95)	
Spinatos Pizza	5/9/2013	\$61.71	8120				(\$61.71)	
Tutor Time Day Care	5/9/2013	\$102.00	8120				(\$102.00)	
Milestones Preschool	5/10/2013	\$200.00	8120				(\$200.00)	
Starbucks	5/10/2013	\$4.43	8120				(\$4.43)	
Blue 32 Sports Grill	5/13/2013	\$35.10	8120				(\$35.10)	
Dandee Liquor Mart	5/13/2013	\$14.69	8120				(\$14.69)	
Ferraros Pizza Racine, WI	5/13/2013	\$43.04	8120				(\$43.04)	
Press Coffee Food	5/13/2013	\$6.45	8120				(\$6.45)	
Press Coffee Food	5/13/2013	\$9.54	8120				(\$9.54)	
Press Coffee Food	5/13/2013	\$12.72	8120				(\$12.72)	
Stacy Kaebisch	5/13/2013	\$2,000.00	8120	1053			(\$2,000.00)	
Dondee Liquor Mart	5/14/2013	\$8.40	8120				(\$8.40)	
Ferraros Pizza Racine, WI	5/14/2013	\$37.26	8120				(\$37.26)	

# Four Year Statute of Limitation on Filing an Action to Recover the Voidable Transfers

In re Onsite Temp Housing Corp

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Frys Foods (Grocery Not Frys Fuel)	5/15/2013	\$226.11	8120				(\$226.11)	
Tutor Time Day Care	5/17/2013	\$155.00	8120				(\$155.00)	
Frys Foods (Grocery Not Frys Fuel)	5/20/2013	\$170.08	8120				(\$170.08)	
Scholastic Book Fairs (for kids)	5/22/2013	\$27.81	8120				(\$27.81)	
Costco	5/23/2013	\$184.81	8120		OTHC-13553		(\$184.81)	
Milestones Preschool	5/24/2013	\$100.00	8120				(\$100.00)	
Dillards Dept Store	5/29/2013	\$125.70	8120				(\$125.70)	
All About Eyes	5/30/2013	\$148.00	8120				(\$148.00)	
Total Wine	5/30/2013	\$53.48	8120				(\$53.48)	
Frys Foods (Grocery Not Frys Fuel)	6/3/2013	\$52.92	8120				(\$52.92)	
Greek Pita 2	6/3/2013	\$8.85	8120				(\$8.85)	
K O Donnells	6/3/2013	\$53.15	8120				(\$53.15)	
Wallys American Grill	6/5/2013	\$24.47	8120				(\$24.47)	
Tutor Time Day Care	6/6/2013	\$155.00	8120				(\$155.00)	
Milestones Preschool	6/7/2013	\$85.00	8120				(\$85.00)	
Revo Burrito	6/7/2013	\$27.61	8120				(\$27.61)	
Wallys American Grill	6/7/2013	\$28.80	8120				(\$28.80)	
Frys Foods (Grocery Not Frys Fuel)	6/10/2013	\$235.14	8120				(\$235.14)	
Total Wine	6/10/2013	\$53.58	8120				(\$53.58)	
Fleur De Lis Cakes	6/12/2013	\$239.91	8120				(\$239.91)	
Greek Pita 2	6/12/2013	\$10.77	8120				(\$10.77)	
Tutor Time Day Care	6/12/2013	\$155.00	8120				(\$155.00)	
Milestones Preschool	6/14/2013	\$85.00	8120				(\$85.00)	
The Buckle, womens clothing	6/14/2013	\$200.19	8120				(\$200.19)	
Blue Martini	6/17/2013	\$40.00	8120				(\$40.00)	
Grimaldi's Pizza	6/17/2013	\$71.92	8120				(\$71.92)	
Modern Margarita	6/17/2013	\$48.00	8120				(\$48.00)	
Tillys clothing	6/17/2013	\$84.16	8120				(\$84.16)	
Stacy Kaebisch	6/18/2013	\$1,200.00	8120	1083			(\$1,200.00)	
Harry Carays Tavern, Chicago	6/20/2013	\$122.60	8120				(\$122.60)	
Pet Club (for animals)	6/21/2013	\$90.91	8120				(\$90.91)	
Home Depot	6/24/2013	\$60.50	8120		OTHC-13592		(\$60.50)	
Milestones Preschool	6/24/2013	\$85.00	8120				(\$85.00)	
Sandbar Desert Ridge	6/24/2013	\$122.89	8120				(\$122.89)	
Milestones Preschool	6/27/2013	\$85.00	8120				(\$85.00)	
Classic Barber Shop	7/1/2013	\$61.00	8120					(\$61.00)
Frys Foods (Grocery Not Frys Fuel)	7/1/2013	\$99.26	8120					(\$99.26)
Papi Chulos	7/1/2013	\$29.05	8120		OTHC-13566			(\$29.05)
Pita Jungle	7/1/2013	\$30.66	8120					(\$30.66)
Sports Authority	7/1/2013	\$184.10	8120					(\$184.10)

# Four Year Statute of Limitation on Filing an Action to Recover the Voidable Transfers

In re Onsite Temp Housing Corp

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Total Wine	7/1/2013	\$121.85	8120		OTHC-13554			(\$121.85)
Zipps Sports Grill	7/1/2013	\$27.63	8120					(\$27.63)
Frys Foods (Grocery Not Frys Fuel)	7/2/2013	\$160.75	8120					(\$160.75)
Sandbar Desert Ridge	7/3/2013	\$27.74	8120					(\$27.74)
Kids Park	7/5/2013	\$53.00	8120					(\$53.00)
Sandbar Desert Ridge	7/10/2013	\$21.33	8120					(\$21.33)
Starbucks	7/10/2013	\$7.15	8120					(\$7.15)
Milestones Preschool	7/11/2013	\$75.00	8120					(\$75.00)
Sandbar Desert Ridge	7/11/2013	\$48.99	8120					(\$48.99)
Tutor Time Day Care	7/11/2013	\$232.00	8120					(\$232.00)
Salty Sow	7/12/2013	\$64.15	8120					(\$64.15)
Sandbar Desert Ridge	7/12/2013	\$1.00	8120					(\$1.00)
Sandbar Desert Ridge	7/12/2013	\$20.16	8120					(\$20.16)
Tilted Kilt Pub	7/12/2013	\$18.39	8120					(\$18.39)
Arrowhead Bar and Grill	7/15/2013	\$86.81	8120					(\$86.81)
Olive Garden	7/15/2013	\$26.18	8120					(\$26.18)
Stacy Kaebisch	7/16/2013	\$1,200.00	8120	1105				(\$1,200.00)
Tutor Time Day Care	7/16/2013	\$155.50	8120					(\$155.50)
Blue Agave Mexican	7/17/2013	\$34.67	8120					(\$34.67)
Milestones Preschool	7/17/2013	\$85.00	8120					(\$85.00)
Sakana Sushi 2	7/19/2013	\$40.12	8120					(\$40.12)
Defalcos Italian Grocery	7/22/2013	\$12.74	8120					(\$12.74)
Frys Foods (Grocery Not Frys Fuel)	7/22/2013	\$162.21	8120					(\$162.21)
Salty Sow	7/22/2013	\$26.00	8120					(\$26.00)
Sandbar Desert Ridge	7/22/2013	\$72.59	8120					(\$72.59)
Tutor Time Day Care	7/22/2013	\$34.00	8120					(\$34.00)
Q Bar and Grill 2	7/24/2013	\$31.37	8120					(\$31.37)
Q Bar and Grill 2	7/24/2013	\$65.91	8120					(\$65.91)
Tutor Time Day Care	7/24/2013	\$155.00	8120					(\$155.00)
Q Bar and Grill 2	7/26/2013	\$47.78	8120					(\$47.78)
Milestones Preschool	7/29/2013	\$85.00	8120					(\$85.00)
Hilton Boulders Resort, Carefree AZ	7/30/2013	\$885.54	8120					(\$885.54)
Sandbar Desert Ridge	8/1/2013	\$113.81	8120					(\$113.81)
Tutor Time Day Care	8/1/2013	\$155.00	8120					(\$155.00)
Blue Martini	8/5/2013	\$25.00	8120					(\$25.00)
Frys Foods (Grocery Not Frys Fuel)	8/5/2013	\$116.12	8120					(\$116.12)
Modern Margarita	8/5/2013	\$21.00	8120					(\$21.00)
Frys Foods (Grocery Not Frys Fuel)	8/8/2013	\$71.62	8120					(\$71.62)
Bicycles of Phoenix	8/9/2013	\$37.91	8120					(\$37.91)
Costco	8/12/2013	\$388.14	8120		OTHC-13534			(\$388.14)

# Four Year Statute of Limitation on Filing an Action to Recover the Voidable Transfers

In re Onsite Temp Housing Corp

Payee	Date	Amount of Transfer	Bank Account	Check No. / Reference	Bates No.	Lost Since 9/20/2016 Petition Dat to 3/1/2017	Lost Since 3/2/2017 Demand Letter to 6/27/2017	Will be Lost from 6/28/2017 to 12/31/2017
Sandbar Desert Ridge	8/12/2013	\$117.94	8120					(\$117.94)
Portillos Hot Dogs	8/15/2013	\$14.40	8120					(\$14.40)
Portillos Hot Dogs	8/15/2013	\$22.87	8120					(\$22.87)
Frys Foods (Grocery Not Frys Fuel)	8/19/2013	\$39.90	8120					(\$39.90)
Q Bar and Grill 2	8/19/2013	\$40.74	8120					(\$40.74)
Rays Pizza	8/19/2013	\$31.02	8120					(\$31.02)
Brad Blaicher	8/20/2013	\$1,250.00	8120	1148				(\$1,250.00)
Stacy Kaebisch	8/20/2013	\$1,500.00	8120	1158				(\$1,500.00)
Brad Blaicher	8/26/2013	\$1,250.00	8120	1162				(\$1,250.00)
Costco	8/30/2013	\$381.38	8120		OTHC-31396			(\$381.38)
Frys Foods (Grocery Not Frys Fuel)	9/1/2013	\$0.00	8120					\$0.00
Total Wine	9/3/2013	\$57.86	8120					(\$57.86)
Costco	9/5/2013	\$120.85	8120		OTHC-31397			(\$120.85)
Modern Margarita	9/9/2013	\$61.00	8120					(\$61.00)
Sandbar Desert Ridge	9/9/2013	\$62.96	8120					(\$62.96)
Brad Blaicher	9/11/2013	\$1,250.00	8120	1203				(\$1,250.00)
Sandbar Desert Ridge	9/13/2013	\$63.44	8120					(\$63.44)
Barrio Café	9/18/2013	\$52.39	8120					(\$52.39)
Tilted Kilt Pub	9/18/2013	\$26.85	8120					(\$26.85)
Stacy Kaebisch	9/19/2013	\$1,700.00	8120	1216				(\$1,700.00)
Sandbar Desert Ridge	9/30/2013	\$86.68	8120					(\$86.68)
Rinaldis Deli	10/2/2013	\$29.88	8120					(\$29.88)
Pet Club (for animals)	10/3/2013	\$30.25	8120					(\$30.25)
Stacy Kaebisch	10/3/2013	\$500.00	8120	1238				(\$500.00)
Wal Mart	10/10/2013	\$26.04	8120		OTHC-13365			(\$26.04)
Sandbar Desert Ridge	10/17/2013	\$40.49	8120					(\$40.49)
Keg Desert Ridge	10/18/2013	\$148.73	8120					(\$148.73)
Stacy Kaebisch	10/18/2013	\$1,700.00	8120	1272				(\$1,700.00)
Brad Blaicher	10/21/2013	\$2,500.00	8120	1266				(\$2,500.00)
Chompies Restaurant	10/21/2013	\$17.62	8120					(\$17.62)
Dave and Busters	10/21/2013	\$112.00	8120					(\$112.00)
Oreganos Pizza	10/21/2013	\$10.05	8120					(\$10.05)
Oreganos Pizza	10/21/2013	\$40.01	8120					(\$40.01)
Wal Mart	10/21/2013	\$232.73	8120		OTHC-13513			(\$232.73)
Sandbar Desert Ridge	10/24/2013	\$45.91	8120					(\$45.91)
Biltmore SP Lounge	10/25/2013	\$211.00	8120					(\$211.00)
Frys Foods (Grocery Not Frys Fuel)	10/25/2013	\$61.21	8120					(\$61.21)
Wal Mart	10/30/2013	\$29.17	8120		OTHC-13516			(\$29.17)
Scholastic Book Fairs (for kids)	10/31/2013	\$22.98	8120					(\$22.98)
Scholastic Book Fairs (for kids)	11/1/2013	\$34.94	8120					(\$34.94)

# Four Year Statute of Limitation on Filing an Action to Recover the Voidable Transfers

In re Onsite Temp Housing Corp

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Frys Foods (Grocery Not Frys Fuel)	11/4/2013	\$25.64	8120					(\$25.64)
Frys Foods (Grocery Not Frys Fuel)	11/4/2013	\$160.77	8120					(\$160.77)
City of Phoenix	11/6/2013	\$100.00	8120		OTHC-13138			(\$100.00)
McDonalds	11/6/2013	\$8.92	8120					(\$8.92)
Carolinas Mexican	11/8/2013	\$13.97	8120					(\$13.97)
Sandbar Desert Ridge	11/12/2013	\$66.88	8120		OTHC-13426			(\$66.88)
Sandbar Desert Ridge	11/12/2013	\$102.20	8120					(\$102.20)
Total Wine	11/12/2013	\$34.60	8120					(\$34.60)
Culvers	11/19/2013	\$12.00	8120					(\$12.00)
Lifetime Café	11/20/2013	\$4.65	8120					(\$4.65)
Wallys American Grill	11/22/2013	\$55.38	8120					(\$55.38)
Brad Blaicher	11/26/2013	\$30,000.00	8120	wire transfer				(\$30,000.00)
Stacy Kaebisch	11/26/2013	\$1,700.00	8120	1338				(\$1,700.00)
Glamour Nail Spa	12/2/2013	\$107.00	8120					(\$107.00)
Toys R Us	12/2/2013	\$168.80	8120					(\$168.80)
Costco	12/4/2013	\$688.05	8120		OTHC-31403			(\$688.05)
O&H Danish Bakery, Wisconsin	12/6/2013	\$28.90	8120					(\$28.90)
O&H Danish Bakery, Wisconsin	12/6/2013	\$123.65	8120					(\$123.65)
O&H Danish Bakery, Wisconsin	12/6/2013	\$273.85	8120					(\$273.85)
Blue 32 Sports Grill	12/9/2013	\$49.11	8120		OTHC-13086			(\$49.11)
Keg Desert Ridge	12/9/2013	\$48.45	8120					(\$48.45)
Modern Margarita	12/9/2013	\$34.16	8120					(\$34.16)
Q Bar and Grill 2	12/9/2013	\$43.45	8120					(\$43.45)
Total Wine	12/9/2013	\$110.70	8120		OTHC-13469			(\$110.70)
Shanes Rib Shack	12/10/2013	\$28.76	8120					(\$28.76)
The Buckle, womens clothing	12/11/2013	\$182.33	8120					(\$182.33)
Buffalo Wild Wings	12/12/2013	\$37.26	8120		OTHC-13093			(\$37.26)
Stacy Kaebisch	12/12/2013	\$1,700.00	8120	1383				(\$1,700.00)
Costco	12/13/2013	\$222.64	8120		OTHC-31395			(\$222.64)
Stacy Kaebisch	12/13/2013	\$300.00	8120	1390				(\$300.00)
Brad Blaicher	12/16/2013	\$2,500.00	8120	1398				(\$2,500.00)
Dominicks	12/16/2013	\$182.26	8120					(\$182.26)
Honey Baked Ham	12/16/2013	\$230.36	8120					(\$230.36)
Talking Stick Resort and Casino	12/16/2013	\$452.59	8120					(\$452.59)
All About Eyes	12/19/2013	\$138.00	8120					(\$138.00)
O&H Danish Bakery, Wisconsin	12/20/2013	\$123.65	8120					(\$123.65)
O&H Danish Bakery, Wisconsin	12/20/2013	\$237.35	8120					(\$237.35)
Costco	12/23/2013	\$207.96	8120		OTHC-31399			(\$207.96)
Guitar Center	12/23/2013	\$34.52	8120		OTHC-13276			(\$34.52)
Sandbar Desert Ridge	12/23/2013	\$105.50	8120					(\$105.50)

**Four Year Statute of Limitation on Filing an Action to Recover the Voidable Transfers**  
**In re Onsite Temp Housing Corp**

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Frys Foods (Grocery Not Frys Fuel)	12/24/2013	\$160.20	8120					(\$160.20)
Oreganos Pizza	12/24/2013	\$178.09	8120					(\$178.09)
Stacy Kaebisch	12/24/2013	\$400.00	8120	1429				(\$400.00)
Brad Blaicher	12/26/2013	\$1,100.00	8120	1430				(\$1,100.00)
Frys Foods (Grocery Not Frys Fuel)	12/30/2013	\$217.98	8120					(\$217.98)
Mellow Mushroom	12/30/2013	\$146.18	8120					(\$146.18)
Sandbar Desert Ridge	12/30/2013	\$236.02	8120					(\$236.02)
Burger King	12/31/2013	\$14.76	8120					(\$14.76)
Costco	12/31/2013	\$253.94	8120		OTHC-13152			(\$253.94)
<b>Totals</b>		<b>\$81,972.00</b>				<b>(\$4,621.87)</b>	<b>(\$14,657.13)</b>	<b>(\$62,693.00)</b>

# EXHIBIT “9”

CAMPBELL & COOMBS, P.C.

Attorneys at Law

Harold E. Campbell, Esq.\*  
Scott H. Coombs, Esq.  
John D. Yohe, Esq.  
1811 S. Alma School Rd. Ste.225  
Mesa, AZ 85210  
(480) 839-4828 Telephone  
(480) 897-1461 Facsimile  
email: heciii@haroldcampbell.com

Donn Kaebisch  
2525 E Misty Willow Ln  
Phoenix AZ 85024

Brad Blaicher  
4021 N 59th St  
Phoenix, AZ 85018

Dear Mr. Kaebisch and Mr. Blaicher:

As you know, I am the estate attorney for On Site Temp Housing Corporation and its Chief Reorganization Officer, Tim Shaffer. It has come to the attention of Mr. Shaffer that very serious allegations are being made against both of you and your spouses concerning funds you have taken from Onsite Temp Housing Corporation in derogation of the bankruptcy code and your fiduciary duties to the Corporation as officers, directors and shareholders. These allegations made by certain of the secured creditors of the corporation are in their words:

“...numerous transfers to or for the benefit of Donn Kaebisch, Brad Blaicher and RPOD which were avoidable as fraudulent transfers or preferences and/or gave to rise to liability against Messrs. Blaicher and Kaebisch under the Trust Fund Doctrine as set forth in *Pepper v. Litton*, 308 U.S. 295, 310-11, 60 S.Ct. 238, 247, 84 L.Ed. 281 (1939) and *A.R. Teeters & Assocs., Inc. v. Eastman Kodak Co.*, 172 Ariz. 324, 331, 836 P.2d 1034, 1041 (App. 1992).”

The bankruptcy code sections entitling the Corporation to recovery of funds from you are 11 U.S.C. Sections 547 and 548. The Trust Fund Doctrine allows a corporation to recover from its officers, directors, or shareholders the transfer of corporate assets (such as cash or personal bills paid ) that occurred while the corporation was insolvent, and the transfer preferred the officers, directors, or shareholders to the disadvantage of other creditors of the same priority. I am attaching for you spreadsheets prepared by your creditors detailing these transfers showing over \$266,000 of transfers which you must pay back to the Corporation.

Demand is hereby made that you remit these funds to the Corporation by July 21, 2017. If these funds are not remitted by said date, or unless you have provided us with a credible

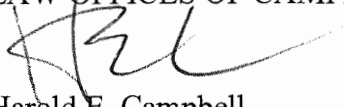
\*CERTIFIED SPECIALIST, BANKRUPTCY LAW, ARIZONA BOARD OF LEGAL SPECIALIZATION



evidence of why the creditors' analysis is wrong, the Corporation is prepared to institute legal action in the bankruptcy to recover the same. As this is a demand by the Corporation against both of you and your spouses personally, you must respond with your own legal counsel. Neither my firm nor any other lawyer hired by the Corporation can assist you.

Regards,

LAW OFFICES OF CAMPBELL & COOMBS



Harold E. Campbell

# One Year Preferential Transfer Analysis

In re Onsite Temp Housing Corp

Payee	Date	Amount of Transfer	Bank Account	Check No. / Reference	Bates No.	All Preferential Transfers 9/20/2015 to 9/20/2016
Brad Blaicher	9/22/2015	\$5,000.00	8120	4036		(\$5,000.00)
Stacy Kaebisch	10/5/2015	\$2,500.00	8120	4094		(\$2,500.00)
Brad Blaicher	10/6/2015	\$5,000.00	8120	4127		(\$5,000.00)
Donn Kaebisch	11/12/2015	\$700.00	8120	Money Market Withdrawal		(\$700.00)
Rpod Rentals	12/15/2015	\$ 100.00		ONLINE XFER TO DDA RPOD REN	OTHC-2783	(\$100.00)
Donn Kaebisch	12/24/2015	\$2,000.00	7236	3595		(\$2,000.00)
Stacy Kaebisch	1/6/2016	\$141.69	7236	paid to Credit One Bank		(\$141.69)
Brad Blaicher	1/8/2016	\$2,708.33	7236	paid a personal loan using Onsite assets		(\$2,708.33)
Donn Kaebisch	3/2/2016	\$1,700.00	7236	3610		(\$1,700.00)
Donn Kaebisch	3/2/2016	\$2,000.00	7236	3609		(\$2,000.00)
Brad Blaicher	3/28/2016	\$700.00	7236	3650		(\$700.00)
Rpod Rentals	3/28/2016	\$ 100.00		ONLINE XFER TO DDA RPOD REN	OTHC-2830	(\$100.00)
Rpod Rentals	5/9/2016	\$ 500.00		ONLINE XFER TO DDA RPOD REN	OTHC-2850	(\$500.00)
Donn Kaebisch	5/13/2016	\$2,000.00	7236	3617		(\$2,000.00)
Rpod Rentals	6/17/2016	\$ 250.00		Processed 6/20/16 for \$250.00	OTHC-2873	(\$250.00)
Donn Kaebisch	8/1/2016	\$12,000.00	8120	Money Market Withdrawal		(\$12,000.00)
Donn Kaebisch	8/9/2016	\$12,000.00	8120	Money Market Withdrawal		(\$12,000.00)
Rpod Rentals	9/8/2016	\$ 19,665.00		Processed 09/08/16 \$19,665.00 Ch#482	OTHC-2917	(\$19,665.00)
Brad Blaicher	9/19/2016	\$10,000.00	8120	Money Market Withdrawal		(\$10,000.00)
Onsite's Petition Date	9/20/2016	n/a	n/a	Bankruptcy - Petition Filing Date		n/a
<b>Totals</b>		<b>\$79,065.02</b>				<b>(\$79,065.02)</b>

**Two Year Statute of Limitation on Filing an Action to Recover under the Trust Fund Doctrine**  
**In re Onsite Temp Housing Corp**

Payee	Date	Amount of Transfer	Bank Account	Check No. / Reference	Bates No.	Lost Since 9/20/2016 Petition Dat to 3/1/2017	Lost Since 3/2/2017 Demand Letter to 6/27/2017	Will be Lost from 6/28/2017 to 12/31/2017
Rpod Rentals	9/26/2014	\$ 4,000.00		ONLINE XFER TO DDA RPOD REN	NBA-293	(\$4,000.00)		
Onsite	10/14/2014	\$2,000.00	8120	Money Market Withdrawal		(\$2,000.00)		
Onsite	10/22/2014	\$600.00	8120	Money Market Withdrawal		(\$600.00)		
Rpod Rentals	10/24/2014	\$ 200.00		ONLINE XFER TO DDA RPOD REN	NBA-316	(\$200.00)		
Stacy Kaebisch	10/26/2014	\$4,000.00	8120	N/A		(\$4,000.00)		
Brad Blaicher	10/27/2014	\$2,500.00	8120	2714		(\$2,500.00)		
Rpod Rentals	10/29/2014	\$ 200.00		ONLINE XFER TO DDA RPOD REN	NBA-317	(\$200.00)		
Stacy Kaebisch	10/30/2014	\$5,000.00	8120	2741		(\$5,000.00)		
Brad Blaicher	11/3/2014	\$2,500.00	8120	2744		(\$2,500.00)		
Frys Foods (Grocery Not Frys Fuel)	11/17/2014	\$223.88	8120			(\$223.88)		
Brad Blaicher	11/20/2014	\$3,000.00	8120	2836		(\$3,000.00)		
Brad Blaicher	11/24/2014	\$4,000.00	8120	cashiers check		(\$4,000.00)		
Frys Foods (Grocery Not Frys Fuel)	11/26/2014	\$51.17	8120			(\$51.17)		
Donn Kaebisch	12/17/2014	\$2,000.00	8120	2969		(\$2,000.00)		
Brad Blaicher	12/22/2014	\$5,000.00	8120	2970		(\$5,000.00)		
Total Wine	12/22/2014	\$199.93	8120			(\$199.93)		
5 Star Nails and Spa	12/26/2014	\$117.00	8120			(\$117.00)		
Corner Archery	1/5/2015	\$600.20	8120			(\$600.20)		
Rpod Rentals	1/26/2015	\$ 500.00		ONLINE XFER TO DDA RPOD REN	OTHC-2566	(\$500.00)		
Onsite	2/3/2015	\$1,000.00	8120	Money Market Withdrawal		(\$1,000.00)		
Onsite	2/17/2015	\$1,000.00	8120	Money Market Withdrawal		(\$1,000.00)		
Onsite	2/24/2015	\$3,000.00	8120	Money Market Withdrawal		(\$3,000.00)		
Web Services	2/26/2015	\$735.00	8120		OTHC-23715	(\$735.00)		
Onsite	2/27/2015	\$1,700.00	8120	Money Market Withdrawal		(\$1,700.00)		
Donn Kaebisch	3/9/2015	\$2,000.00	8120	3238			(\$2,000.00)	
Donn Kaebisch	3/16/2015	\$1,000.00	8120	3254			(\$1,000.00)	
Stacy Kaebisch	3/26/2015	\$2,500.00	8120	3382			(\$2,500.00)	
Frys Foods (Grocery Not Frys Fuel)	3/31/2015	\$72.81	8120				(\$72.81)	
Pet Club (for animals)	4/8/2015	\$19.46	8120				(\$19.46)	
Gretta Bradbury Salon	4/10/2015	\$233.45	8120				(\$233.45)	
Wal Mart	4/10/2015	\$314.37	8120		OTHC-24629		(\$314.37)	
Donn Kaebisch	4/13/2015	\$2,500.00	8120	3393			(\$2,500.00)	
Donn Kaebisch	4/17/2015	\$700.00	8120	Money Market Withdrawal			(\$700.00)	
Rpod Rentals	5/11/2015	\$ 1,100.00		ONLINE XFER TO DDA RPOD REN	OTHC-2648		(\$1,100.00)	
Donn Kaebisch	5/12/2015	\$2,500.00	8120	3540			(\$2,500.00)	
Brad Blaicher	6/6/2015	\$3,750.77	8120	4642			(\$3,750.77)	
Donn Kaebisch	6/6/2015	\$3,750.77	8120	4640			(\$3,750.77)	
Donn Kaebisch	6/15/2015	\$2,500.00	8120	3638			(\$2,500.00)	
Wal Mart	6/22/2015	\$235.02	8120		OTHC-24582		(\$235.02)	
Donn Kaebisch	6/24/2015	\$3,750.77	8120	4681			(\$3,750.77)	

**Two Year Statute of Limitation on Filing an Action to Recover under the Trust Fund Doctrine**  
**In re Onsite Temp Housing Corp**

Payee	Date	Amount of Transfer	Bank Account	Check No. / Reference	Bates No.	Lost Since 9/20/2016 Petition Dat to 3/1/2017	Lost Since 3/2/2017 Demand Letter to 6/27/2017	Will be Lost from 6/28/2017 to 12/31/2017
Rpod Rentals	6/24/2015	\$ 650.00		ONL NE XFER TO DDA RPOD REN	OTHC-2665		(\$650.00)	
Golf Balls.com	6/30/2015	\$40.90	8120					(\$40.90)
Brad Blaicher	7/20/2015	\$5,000.00	8120	3772				(\$5,000.00)
Donn Kaebisch	7/21/2015	\$1,700.00	8120	3812				(\$1,700.00)
Donn Kaebisch	7/31/2015	\$500.00	8120	Money Market Withdrawal				(\$500.00)
Donn Kaebisch	8/6/2015	\$2,861.50	8120		OTHC-22874			(\$2,861.50)
Donn Kaebisch	8/17/2015	\$1,700.00	8120	3917				(\$1,700.00)
Donn Kaebisch	8/24/2015	\$2,000.00	8120	3931				(\$2,000.00)
Rpod Rentals	8/24/2015	\$ 300.00		ONLINE XFER TO DDA RPOD REN	OTHC-2709			(\$300.00)
Rpod Rentals	8/30/2015	\$ 200.00		ONLINE XFER TO DDA RPOD REN	OTHC-2706			(\$200.00)
Rpod Rentals	9/1/2015	\$ 500.00		ONLINE XFER TO DDA RPOD REN	OTHC-2727			(\$500.00)
Wal Mart	9/4/2015	\$248.31	8120		24613			(\$248.31)
Donn Kaebisch	9/8/2015	\$1,700.00	8120	3976				(\$1,700.00)
Brad Blaicher	9/22/2015	\$5,000.00	8120	4036				(\$5,000.00)
Stacy Kaebisch	10/5/2015	\$2,500.00	8120	4094				(\$2,500.00)
Brad Blaicher	10/6/2015	\$5,000.00	8120	4127				(\$5,000.00)
Wal Mart	10/15/2015	\$87.77	8120		OTHC-24647			(\$87.77)
Anesthesia Services	10/28/2015	\$650.00	8120					(\$650.00)
Safeway	11/10/2015	\$48.68	8120		OTHC-23735			(\$48.68)
Donn Kaebisch	11/12/2015	\$700.00	8120	Money Market Withdrawal				(\$700.00)
Total Wine	11/20/2015	\$52.36	8120					(\$52.36)
Wal Mart	12/11/2015	\$142.96	8120		OTHC-24588			(\$142.96)
Rpod Rentals	12/15/2015	\$ 100.00		ONLINE XFER TO DDA RPOD REN	OTHC-2783			(\$100.00)
Wal Mart	12/18/2015	\$600.00	8120		OTHC-24587			(\$600.00)
AZ Archery Club	12/23/2015	\$421.77	8120					(\$421.77)
Wal Mart	12/23/2015	\$603.00	8120		OTHC-24585			(\$603.00)
Donn Kaebisch	12/24/2015	\$2,000.00	7236	3595				(\$2,000.00)
<b>Totals</b>		<b>\$106,361.85</b>				<b>(\$44,127.18)</b>	<b>(\$27,577.42)</b>	<b>(\$34,657.25)</b>

**Four Year Statute of Limitation on Filing an Action to Recover the Voidable Transfers**  
**In re Onsite Temp Housing Corp**

Payee	Date	Amount of Transfer	Bank Account	Check No. / Reference	Bates No.	Lost Since 9/20/2016 Petition Dat to 3/1/2017	Lost Since 3/2/2017 Demand Letter to 6/27/2017	Will be Lost from 6/28/2017 to 12/31/2017
Einstein Bagels	1/7/2013	\$16.12	8120			(\$16.12)		
Frys Foods (Grocery Not Frys Fuel)	1/7/2013	\$136.29	8120			(\$136.29)		
Ghengis Grill	1/7/2013	\$37.09	8120			(\$37.09)		
Milestones Preschool	1/9/2013	\$200.00	8120			(\$200.00)		
Einstein Bagels	1/11/2013	\$16.02	8120			(\$16.02)		
Einstein Bagels	1/14/2013	\$15.85	8120			(\$15.85)		
Spinatos Pizza	1/14/2013	\$12.84	8120			(\$12.84)		
Spinatos Pizza	1/14/2013	\$20.40	8120			(\$20.40)		
Michelles Bar and Grill	1/16/2013	\$14.22	8120			(\$14.22)		
Amigos	1/17/2013	\$65.00	8120			(\$65.00)		
Cartwrights	1/22/2013	\$243.51	8120			(\$243.51)		
Lifetime Café	1/22/2013	\$59.01	8120			(\$59.01)		
Oreganos Pizza	1/22/2013	\$51.95	8120			(\$51.95)		
Stingray Sushi	1/22/2013	\$111.52	8120			(\$111.52)		
Wildlife World Zoo	1/22/2013	\$46.00	8120		OTHC-13544	(\$46.00)		
Dillons KC Style BarbQ	1/23/2013	\$41.12	8120			(\$41.12)		
Keg Desert Ridge	1/28/2013	\$55.71	8120			(\$55.71)		
Tutor Time Day Care	1/31/2013	\$155.00	8120			(\$155.00)		
Frys Foods (Grocery Not Frys Fuel)	2/4/2013	\$206.16	8120			(\$206.16)		
Stacy Kaebisch	2/4/2013	\$683.75	8120	1001		(\$683.75)		
Tutor Time Day Care	2/7/2013	\$155.00	8120			(\$155.00)		
Culvers	2/8/2013	\$18.11	8120			(\$18.11)		
Oreganos Pizza	2/8/2013	\$60.51	8120			(\$60.51)		
Aunt Chiladas	2/11/2013	\$14.20	8120			(\$14.20)		
AZ Game and Fish	2/11/2013	\$61.50	8120			(\$61.50)		
Pita Jungle	2/11/2013	\$16.98	8120			(\$16.98)		
AZ Game and Fish	2/12/2013	\$7.50	8120			(\$7.50)		
Cox	2/12/2013	\$43.99	8120		OTHC-13157	(\$43.99)		
Frys Foods (Grocery Not Frys Fuel)	2/14/2013	\$83.76	8120			(\$83.76)		
Kings Fish House	2/14/2013	\$50.96	8120			(\$50.96)		
Cocomo Joes	2/19/2013	\$30.48	8120			(\$30.48)		
Costco	2/19/2013	\$166.71	8120		OTHC-31401	(\$166.71)		
Frys Foods (Grocery Not Frys Fuel)	2/19/2013	\$83.19	8120			(\$83.19)		
Keg Desert Ridge	2/19/2013	\$32.76	8120			(\$32.76)		
Stacy Kaebisch	2/19/2013	\$1,000.00	8120	1011		(\$1,000.00)		
Costco	2/20/2013	\$51.05	8120		OTHC-13156	(\$51.05)		
Costco	2/20/2013	\$51.05	8120		OTHC-31401	(\$51.05)		
Wallys American Grill	2/27/2013	\$51.56	8120			(\$51.56)		
Stacy Kaebisch	2/28/2013	\$300.00	8120	1021		(\$300.00)		
Tutor Time Day Care	2/28/2013	\$155.00	8120			(\$155.00)		

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Apple Itunes (89 Transactions)	3/2/2013	\$1,018.34	8120	Total 3/2/2013 to 10/31/2014			(\$1,018.34)	
Oreganos Pizza	3/7/2013	\$22.89	8120				(\$22.89)	
Starbucks	3/7/2013	\$4.43	8120				(\$4.43)	
Tutor Time Day Care	3/7/2013	\$155.00	8120				(\$155.00)	
Grayhawk Golf Club	3/8/2013	\$38.69	8120				(\$38.69)	
Tilted Kilt Pub	3/8/2013	\$26.93	8120				(\$26.93)	
Harolds Cave Creek	3/11/2013	\$34.94	8120				(\$34.94)	
Little Italys Pizza	3/11/2013	\$47.98	8120				(\$47.98)	
Majerles Sports Grill	3/11/2013	\$58.09	8120				(\$58.09)	
Sandbar Desert Ridge	3/11/2013	\$26.86	8120				(\$26.86)	
Kohls	3/13/2013	\$23.96	8120		OTHC-13576		(\$23.96)	
Tilted Kilt Pub	3/14/2013	\$30.13	8120				(\$30.13)	
Papa Johns	3/15/2013	\$81.38	8120				(\$81.38)	
Scholastic Book Fairs (for kids)	3/15/2013	\$18.55	8120				(\$18.55)	
TP Scottsdale	3/15/2013	\$40.59	8120				(\$40.59)	
Target	3/17/2013	\$30.79	8120		OTHC-13560		(\$30.79)	
Dicks Hideaway	3/21/2013	\$109.27	8120				(\$109.27)	
Tutor Time Day Care	3/21/2013	\$155.00	8120				(\$155.00)	
Babbo Italian Eatery	3/25/2013	\$69.24	8120				(\$69.24)	
Stacy Kaebisch	3/25/2013	\$550.00	8120	1032			(\$550.00)	
Venetian/Palazzo	3/26/2013	\$732.48	kury Suite at the Venetian in Vegas		OTHC-13542		(\$732.48)	
Classic Barber Shop	3/29/2013	\$56.00	8120				(\$56.00)	
Wal Mart	3/31/2013	\$81.23	8120		OTHC-13558		(\$81.23)	
Fast Fix Jewelry Repair	4/1/2013	\$89.52	8120				(\$89.52)	
Frys Foods (Grocery Not Frys Fuel)	4/1/2013	\$70.23	8120				(\$70.23)	
Oreganos Pizza	4/1/2013	\$34.98	8120				(\$34.98)	
Sandbar Desert Ridge	4/1/2013	\$53.74	8120				(\$53.74)	
Tutor Time Day Care	4/4/2013	\$155.00	8120				(\$155.00)	
Lifetime Fitness	4/10/2013	\$56.37	8120				(\$56.37)	
Stacy Kaebisch	4/10/2013	\$1,100.00	8120	1043			(\$1,100.00)	
Blue 32 Sports Grill	4/11/2013	\$42.94	8120				(\$42.94)	
Tutor Time Day Care	4/11/2013	\$155.00	8120				(\$155.00)	
Bettys Nosh	4/12/2013	\$58.60	8120				(\$58.60)	
Starbucks	4/12/2013	\$12.19	8120				(\$12.19)	
Frys Foods (Grocery Not Frys Fuel)	4/15/2013	\$104.84	8120				(\$104.84)	
Salty Sow	4/15/2013	\$94.74	8120				(\$94.74)	
Tutor Time Day Care	4/16/2013	\$235.00	8120				(\$235.00)	
Frys Foods (Grocery Not Frys Fuel)	4/17/2013	\$33.60	8120				(\$33.60)	
Oreganos Pizza	4/17/2013	\$29.29	8120				(\$29.29)	
Lifetime Café	4/18/2013	\$9.53	8120				(\$9.53)	

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Einstein Bagels	4/22/2013	\$16.29	8120				(\$16.29)	
The Phoenix Zoo	4/22/2013	\$50.00	8120				(\$50.00)	
Wallys American Grill	4/22/2013	\$95.68	8120				(\$95.68)	
Zipps Sports Grill	4/22/2013	\$36.99	8120				(\$36.99)	
Bicycles of Phoenix	4/29/2013	\$21.86	8120				(\$21.86)	
Bicycles of Phoenix	4/29/2013	\$251.93	8120				(\$251.93)	
Frys Foods (Grocery Not Frys Fuel)	4/29/2013	\$170.87	8120				(\$170.87)	
Home Depot	4/29/2013	\$76.00	8120		OTHC-13532		(\$76.00)	
IN-N-OUT Burger	4/29/2013	\$18.69	8120				(\$18.69)	
Sandbar Desert Ridge	4/29/2013	\$100.04	8120				(\$100.04)	
Total Wine	4/29/2013	\$46.97	8120				(\$46.97)	
Mugsys Barber shop	4/30/2013	\$33.00	8120				(\$33.00)	
Lifetime Café	5/1/2013	\$25.36	8120				(\$25.36)	
R&R Pizza Express	5/2/2013	\$9.48	8120				(\$9.48)	
Starbucks	5/2/2013	\$9.07	8120				(\$9.07)	
Tutor Time Day Care	5/2/2013	\$229.00	8120				(\$229.00)	
Vans Golf Shop	5/2/2013	\$121.97	8120				(\$121.97)	
Elevate Coffee	5/6/2013	\$10.02	8120				(\$10.02)	
Keg Desert Ridge	5/6/2013	\$62.30	8120				(\$62.30)	
Oreganos Pizza	5/6/2013	\$65.83	8120				(\$65.83)	
Salty Sow	5/6/2013	\$37.12	8120				(\$37.12)	
Total Wine	5/7/2013	\$46.37	8120				(\$46.37)	
Bicycles of Phoenix	5/8/2013	\$43.72	8120				(\$43.72)	
Cox	5/9/2013	\$41.99	8120		OTHC-13157		(\$41.99)	
Frys Foods (Grocery Not Frys Fuel)	5/9/2013	\$34.87	8120				(\$34.87)	
Greek Patio 2	5/9/2013	\$14.72	8120				(\$14.72)	
Sandbar Desert Ridge	5/9/2013	\$85.95	8120				(\$85.95)	
Spinatos Pizza	5/9/2013	\$61.71	8120				(\$61.71)	
Tutor Time Day Care	5/9/2013	\$102.00	8120				(\$102.00)	
Milestones Preschool	5/10/2013	\$200.00	8120				(\$200.00)	
Starbucks	5/10/2013	\$4.43	8120				(\$4.43)	
Blue 32 Sports Grill	5/13/2013	\$35.10	8120				(\$35.10)	
Dandee Liquor Mart	5/13/2013	\$14.69	8120				(\$14.69)	
Ferraros Pizza Racine, WI	5/13/2013	\$43.04	8120				(\$43.04)	
Press Coffee Food	5/13/2013	\$6.45	8120				(\$6.45)	
Press Coffee Food	5/13/2013	\$9.54	8120				(\$9.54)	
Press Coffee Food	5/13/2013	\$12.72	8120				(\$12.72)	
Stacy Kaebisch	5/13/2013	\$2,000.00	8120	1053			(\$2,000.00)	
Dondee Liquor Mart	5/14/2013	\$8.40	8120				(\$8.40)	
Ferraros Pizza Racine, WI	5/14/2013	\$37.26	8120				(\$37.26)	



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Frys Foods (Grocery Not Frys Fuel)	5/15/2013	\$226.11	8120				(\$226.11)	
Tutor Time Day Care	5/17/2013	\$155.00	8120				(\$155.00)	
Frys Foods (Grocery Not Frys Fuel)	5/20/2013	\$170.08	8120				(\$170.08)	
Scholastic Book Fairs (for kids)	5/22/2013	\$27.81	8120				(\$27.81)	
Costco	5/23/2013	\$184.81	8120		OTHC-13553		(\$184.81)	
Milestones Preschool	5/24/2013	\$100.00	8120				(\$100.00)	
Dillards Dept Store	5/29/2013	\$125.70	8120				(\$125.70)	
All About Eyes	5/30/2013	\$148.00	8120				(\$148.00)	
Total Wine	5/30/2013	\$53.48	8120				(\$53.48)	
Frys Foods (Grocery Not Frys Fuel)	6/3/2013	\$52.92	8120				(\$52.92)	
Greek Pita 2	6/3/2013	\$8.85	8120				(\$8.85)	
K O Donnells	6/3/2013	\$53.15	8120				(\$53.15)	
Wallys American Grill	6/5/2013	\$24.47	8120				(\$24.47)	
Tutor Time Day Care	6/6/2013	\$155.00	8120				(\$155.00)	
Milestones Preschool	6/7/2013	\$85.00	8120				(\$85.00)	
Revo Burrito	6/7/2013	\$27.61	8120				(\$27.61)	
Wallys American Grill	6/7/2013	\$28.80	8120				(\$28.80)	
Frys Foods (Grocery Not Frys Fuel)	6/10/2013	\$235.14	8120				(\$235.14)	
Total Wine	6/10/2013	\$53.58	8120				(\$53.58)	
Fleur De Lis Cakes	6/12/2013	\$239.91	8120				(\$239.91)	
Greek Pita 2	6/12/2013	\$10.77	8120				(\$10.77)	
Tutor Time Day Care	6/12/2013	\$155.00	8120				(\$155.00)	
Milestones Preschool	6/14/2013	\$85.00	8120				(\$85.00)	
The Buckle, womens clothing	6/14/2013	\$200.19	8120				(\$200.19)	
Blue Martini	6/17/2013	\$40.00	8120				(\$40.00)	
Grimaldi's Pizza	6/17/2013	\$71.92	8120				(\$71.92)	
Modern Margarita	6/17/2013	\$48.00	8120				(\$48.00)	
Tillys clothing	6/17/2013	\$84.16	8120				(\$84.16)	
Stacy Kaebisch	6/18/2013	\$1,200.00	8120	1083			(\$1,200.00)	
Harry Carays Tavern, Chicago	6/20/2013	\$122.60	8120				(\$122.60)	
Pet Club (for animals)	6/21/2013	\$90.91	8120				(\$90.91)	
Home Depot	6/24/2013	\$60.50	8120		OTHC-13592		(\$60.50)	
Milestones Preschool	6/24/2013	\$85.00	8120				(\$85.00)	
Sandbar Desert Ridge	6/24/2013	\$122.89	8120				(\$122.89)	
Milestones Preschool	6/27/2013	\$85.00	8120				(\$85.00)	
Classic Barber Shop	7/1/2013	\$61.00	8120					(\$61.00)
Frys Foods (Grocery Not Frys Fuel)	7/1/2013	\$99.26	8120					(\$99.26)
Papi Chulos	7/1/2013	\$29.05	8120		OTHC-13566			(\$29.05)
Pita Jungle	7/1/2013	\$30.66	8120					(\$30.66)
Sports Authority	7/1/2013	\$184.10	8120					(\$184.10)



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Total Wine	7/1/2013	\$121.85	8120		OTHC-13554			(\$121.85)
Zipps Sports Grill	7/1/2013	\$27.63	8120					(\$27.63)
Frys Foods (Grocery Not Frys Fuel)	7/2/2013	\$160.75	8120					(\$160.75)
Sandbar Desert Ridge	7/3/2013	\$27.74	8120					(\$27.74)
Kids Park	7/5/2013	\$53.00	8120					(\$53.00)
Sandbar Desert Ridge	7/10/2013	\$21.33	8120					(\$21.33)
Starbucks	7/10/2013	\$7.15	8120					(\$7.15)
Milestones Preschool	7/11/2013	\$75.00	8120					(\$75.00)
Sandbar Desert Ridge	7/11/2013	\$48.99	8120					(\$48.99)
Tutor Time Day Care	7/11/2013	\$232.00	8120					(\$232.00)
Salty Sow	7/12/2013	\$64.15	8120					(\$64.15)
Sandbar Desert Ridge	7/12/2013	\$1.00	8120					(\$1.00)
Sandbar Desert Ridge	7/12/2013	\$20.16	8120					(\$20.16)
Tilted Kilt Pub	7/12/2013	\$18.39	8120					(\$18.39)
Arrowhead Bar and Grill	7/15/2013	\$86.81	8120					(\$86.81)
Olive Garden	7/15/2013	\$26.18	8120					(\$26.18)
Stacy Kaebisch	7/16/2013	\$1,200.00	8120	1105				(\$1,200.00)
Tutor Time Day Care	7/16/2013	\$155.50	8120					(\$155.50)
Blue Agave Mexican	7/17/2013	\$34.67	8120					(\$34.67)
Milestones Preschool	7/17/2013	\$85.00	8120					(\$85.00)
Sakana Sushi 2	7/19/2013	\$40.12	8120					(\$40.12)
Defalcos Italian Grocery	7/22/2013	\$12.74	8120					(\$12.74)
Frys Foods (Grocery Not Frys Fuel)	7/22/2013	\$162.21	8120					(\$162.21)
Salty Sow	7/22/2013	\$26.00	8120					(\$26.00)
Sandbar Desert Ridge	7/22/2013	\$72.59	8120					(\$72.59)
Tutor Time Day Care	7/22/2013	\$34.00	8120					(\$34.00)
Q Bar and Grill 2	7/24/2013	\$31.37	8120					(\$31.37)
Q Bar and Grill 2	7/24/2013	\$65.91	8120					(\$65.91)
Tutor Time Day Care	7/24/2013	\$155.00	8120					(\$155.00)
Q Bar and Grill 2	7/26/2013	\$47.78	8120					(\$47.78)
Milestones Preschool	7/29/2013	\$85.00	8120					(\$85.00)
Hilton Boulders Resort, Carefree AZ	7/30/2013	\$885.54	8120					(\$885.54)
Sandbar Desert Ridge	8/1/2013	\$113.81	8120					(\$113.81)
Tutor Time Day Care	8/1/2013	\$155.00	8120					(\$155.00)
Blue Martini	8/5/2013	\$25.00	8120					(\$25.00)
Frys Foods (Grocery Not Frys Fuel)	8/5/2013	\$116.12	8120					(\$116.12)
Modern Margarita	8/5/2013	\$21.00	8120					(\$21.00)
Frys Foods (Grocery Not Frys Fuel)	8/8/2013	\$71.62	8120					(\$71.62)
Bicycles of Phoenix	8/9/2013	\$37.91	8120					(\$37.91)
Costco	8/12/2013	\$388.14	8120		OTHC-13534			(\$388.14)

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Sandbar Desert Ridge	8/12/2013	\$117.94	8120					(\$117.94)
Portillos Hot Dogs	8/15/2013	\$14.40	8120					(\$14.40)
Portillos Hot Dogs	8/15/2013	\$22.87	8120					(\$22.87)
Frys Foods (Grocery Not Frys Fuel)	8/19/2013	\$39.90	8120					(\$39.90)
Q Bar and Grill 2	8/19/2013	\$40.74	8120					(\$40.74)
Rays Pizza	8/19/2013	\$31.02	8120					(\$31.02)
Brad Blaicher	8/20/2013	\$1,250.00	8120	1148				(\$1,250.00)
Stacy Kaebisch	8/20/2013	\$1,500.00	8120	1158				(\$1,500.00)
Brad Blaicher	8/26/2013	\$1,250.00	8120	1162				(\$1,250.00)
Costco	8/30/2013	\$381.38	8120		OTHC-31396			(\$381.38)
Frys Foods (Grocery Not Frys Fuel)	9/1/2013	\$0.00	8120					\$0.00
Total Wine	9/3/2013	\$57.86	8120					(\$57.86)
Costco	9/5/2013	\$120.85	8120		OTHC-31397			(\$120.85)
Modern Margarita	9/9/2013	\$61.00	8120					(\$61.00)
Sandbar Desert Ridge	9/9/2013	\$62.96	8120					(\$62.96)
Brad Blaicher	9/11/2013	\$1,250.00	8120	1203				(\$1,250.00)
Sandbar Desert Ridge	9/13/2013	\$63.44	8120					(\$63.44)
Barrio Café	9/18/2013	\$52.39	8120					(\$52.39)
Tilted Kilt Pub	9/18/2013	\$26.85	8120					(\$26.85)
Stacy Kaebisch	9/19/2013	\$1,700.00	8120	1216				(\$1,700.00)
Sandbar Desert Ridge	9/30/2013	\$86.68	8120					(\$86.68)
Rinaldis Deli	10/2/2013	\$29.88	8120					(\$29.88)
Pet Club (for animals)	10/3/2013	\$30.25	8120					(\$30.25)
Stacy Kaebisch	10/3/2013	\$500.00	8120	1238				(\$500.00)
Wal Mart	10/10/2013	\$26.04	8120		OTHC-13365			(\$26.04)
Sandbar Desert Ridge	10/17/2013	\$40.49	8120					(\$40.49)
Keg Desert Ridge	10/18/2013	\$148.73	8120					(\$148.73)
Stacy Kaebisch	10/18/2013	\$1,700.00	8120	1272				(\$1,700.00)
Brad Blaicher	10/21/2013	\$2,500.00	8120	1266				(\$2,500.00)
Chompies Restaurant	10/21/2013	\$17.62	8120					(\$17.62)
Dave and Busters	10/21/2013	\$112.00	8120					(\$112.00)
Oreganos Pizza	10/21/2013	\$10.05	8120					(\$10.05)
Oreganos Pizza	10/21/2013	\$40.01	8120					(\$40.01)
Wal Mart	10/21/2013	\$232.73	8120		OTHC-13513			(\$232.73)
Sandbar Desert Ridge	10/24/2013	\$45.91	8120					(\$45.91)
Biltomore SP Lounge	10/25/2013	\$211.00	8120					(\$211.00)
Frys Foods (Grocery Not Frys Fuel)	10/25/2013	\$61.21	8120					(\$61.21)
Wal Mart	10/30/2013	\$29.17	8120		OTHC-13516			(\$29.17)
Scholastic Book Fairs (for kids)	10/31/2013	\$22.98	8120					(\$22.98)
Scholastic Book Fairs (for kids)	11/1/2013	\$34.94	8120					(\$34.94)

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Frys Foods (Grocery Not Frys Fuel)	11/4/2013	\$25.64	8120					(\$25.64)
Frys Foods (Grocery Not Frys Fuel)	11/4/2013	\$160.77	8120					(\$160.77)
City of Phoenix	11/6/2013	\$100.00	8120		OTHC-13138			(\$100.00)
McDonalds	11/6/2013	\$8.92	8120					(\$8.92)
Carolinas Mexican	11/8/2013	\$13.97	8120					(\$13.97)
Sandbar Desert Ridge	11/12/2013	\$66.88	8120		OTHC-13426			(\$66.88)
Sandbar Desert Ridge	11/12/2013	\$102.20	8120					(\$102.20)
Total Wine	11/12/2013	\$34.60	8120					(\$34.60)
Culvers	11/19/2013	\$12.00	8120					(\$12.00)
Lifetime Café	11/20/2013	\$4.65	8120					(\$4.65)
Wallys American Grill	11/22/2013	\$55.38	8120					(\$55.38)
Brad Blaicher	11/26/2013	\$30,000.00	8120	wire transfer				(\$30,000.00)
Stacy Kaebisch	11/26/2013	\$1,700.00	8120	1338				(\$1,700.00)
Glamour Nail Spa	12/2/2013	\$107.00	8120					(\$107.00)
Toys R Us	12/2/2013	\$168.80	8120					(\$168.80)
Costco	12/4/2013	\$688.05	8120		OTHC-31403			(\$688.05)
O&H Danish Bakery, Wisconsin	12/6/2013	\$28.90	8120					(\$28.90)
O&H Danish Bakery, Wisconsin	12/6/2013	\$123.65	8120					(\$123.65)
O&H Danish Bakery, Wisconsin	12/6/2013	\$273.85	8120					(\$273.85)
Blue 32 Sports Grill	12/9/2013	\$49.11	8120		OTHC-13086			(\$49.11)
Keg Desert Ridge	12/9/2013	\$48.45	8120					(\$48.45)
Modern Margarita	12/9/2013	\$34.16	8120					(\$34.16)
Q Bar and Grill 2	12/9/2013	\$43.45	8120					(\$43.45)
Total Wine	12/9/2013	\$110.70	8120		OTHC-13469			(\$110.70)
Shanes Rib Shack	12/10/2013	\$28.76	8120					(\$28.76)
The Buckle, womens clothing	12/11/2013	\$182.33	8120					(\$182.33)
Buffalo Wild Wings	12/12/2013	\$37.26	8120		OTHC-13093			(\$37.26)
Stacy Kaebisch	12/12/2013	\$1,700.00	8120	1383				(\$1,700.00)
Costco	12/13/2013	\$222.64	8120		OTHC-31395			(\$222.64)
Stacy Kaebisch	12/13/2013	\$300.00	8120	1390				(\$300.00)
Brad Blaicher	12/16/2013	\$2,500.00	8120	1398				(\$2,500.00)
Dominicks	12/16/2013	\$182.26	8120					(\$182.26)
Honey Baked Ham	12/16/2013	\$230.36	8120					(\$230.36)
Talking Stick Resort and Casino	12/16/2013	\$452.59	8120					(\$452.59)
All About Eyes	12/19/2013	\$138.00	8120					(\$138.00)
O&H Danish Bakery, Wisconsin	12/20/2013	\$123.65	8120					(\$123.65)
O&H Danish Bakery, Wisconsin	12/20/2013	\$237.35	8120					(\$237.35)
Costco	12/23/2013	\$207.96	8120		OTHC-31399			(\$207.96)
Guitar Center	12/23/2013	\$34.52	8120		OTHC-13276			(\$34.52)
Sandbar Desert Ridge	12/23/2013	\$105.50	8120					(\$105.50)

**Four Year Statute of Limitation on Filing an Action to Recover the Voidable Transfers**  
**In re Onsite Temp Housing Corp**

Payee	Date	Amount of Transfer	Bank Account	Check No. / Reference	Bates No.	Lost Since 9/20/2016 Petition Dat to 3/1/2017	Lost Since 3/2/2017 Demand Letter to 6/27/2017	Will be Lost from 6/28/2017 to 12/31/2017
Frys Foods (Grocery Not Frys Fuel)	12/24/2013	\$160.20	8120					(\$160.20)
Oreganos Pizza	12/24/2013	\$178.09	8120					(\$178.09)
Stacy Kaebisch	12/24/2013	\$400.00	8120	1429				(\$400.00)
Brad Blaicher	12/26/2013	\$1,100.00	8120	1430				(\$1,100.00)
Frys Foods (Grocery Not Frys Fuel)	12/30/2013	\$217.98	8120					(\$217.98)
Mellow Mushroom	12/30/2013	\$146.18	8120					(\$146.18)
Sandbar Desert Ridge	12/30/2013	\$236.02	8120					(\$236.02)
Burger King	12/31/2013	\$14.76	8120					(\$14.76)
Costco	12/31/2013	\$253.94	8120		OTHC-13152			(\$253.94)
<b>Totals</b>		<b>\$81,972.00</b>				<b>(\$4,621.87)</b>	<b>(\$14,657.13)</b>	<b>(\$62,693.00)</b>

# CAMPBELL & COOMBS, P.C.

Attorneys at Law

Harold E. Campbell, Esq.\*  
John D. Yohe, Esq.

Scott H. Coombs, Esq.

1811 S. Alma School Rd. Ste.225  
Mesa, AZ 85210  
(480) 839-4828 Telephone  
(480) 897-1461 Facsimile  
email: heciii@haroldcampbell.com

August 4, 2017

RPOD RENTALS.COM LLC  
c/o Donn Kaebisch, Member  
2525 E Misty Willow Ln  
Phoenix AZ 85024

Brad Blaicher, Member  
4021 N 59th St  
Phoenix, AZ 85018

Delator Corporation, Statutory Agent  
8171 East Indian Bend Road  
Suite 101  
Scottsdale, AZ 85250

Bradley Blaicher, Member  
2140 West Williams Drive  
Phoenix, AZ 85027

Gentlemen:

I am the bankruptcy estate attorney for On Site Temp Housing Corporation and its Chief Reorganization Officer, Tim Shaffer. Attached hereto is a demand letter made to Donn Kaebisch and Bradley Blaicher regarding the On Site bankruptcy. As many of the transfers referred to therein concern RPOD Rentals.com LLC, the same demand applies to RPOD.

Demand is hereby made that you remit these funds to the Corporation by September 1, 2017. If these funds are not remitted by said date, or unless you have provided us with a credible evidence of why the creditors' analysis is wrong, the Corporation is prepared to institute legal action in the bankruptcy to recover the same.

Regards,

LAW OFFICES OF CAMPBELL & COOMBS

Harold E. Campbell

\*CERTIFIED SPECIALIST, BANKRUPTCY LAW, ARIZONA BOARD OF LEGAL SPECIALIZATION