

B1 (Official Form 1)(12/11)

<b>United States Bankruptcy Court Central District of California</b>		<b>Voluntary Petition</b>	
Name of Debtor (if individual, enter Last, First, Middle): <b>Paramount Scaffold Gulf Region, Inc.</b>		Name of Joint Debtor (Spouse) (Last, First, Middle):	
All Other Names used by the Debtor in the last 8 years (include married, maiden, and trade names):		All Other Names used by the Joint Debtor in the last 8 years (include married, maiden, and trade names):	
Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN) No./Complete EIN (if more than one, state all) <b>26-4626594</b>		Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN) No./Complete EIN (if more than one, state all)	
Street Address of Debtor (No. and Street, City, and State): <b>16525 S. Avalon Blvd. Carson, CA</b>		Street Address of Joint Debtor (No. and Street, City, and State):	
ZIP Code <b>90746</b>		ZIP Code	
County of Residence or of the Principal Place of Business: <b>Los Angeles</b>		County of Residence or of the Principal Place of Business:	
Mailing Address of Debtor (if different from street address):		Mailing Address of Joint Debtor (if different from street address):	
ZIP Code		ZIP Code	
Location of Principal Assets of Business Debtor (if different from street address above):			
<b>Type of Debtor</b> (Form of Organization) (Check one box) <input type="checkbox"/> Individual (includes Joint Debtors) <i>See Exhibit D on page 2 of this form.</i> <input checked="" type="checkbox"/> Corporation (includes LLC and LLP) <input type="checkbox"/> Partnership <input type="checkbox"/> Other (If debtor is not one of the above entities, check this box and state type of entity below.)		<b>Nature of Business</b> (Check one box) <input type="checkbox"/> Health Care Business <input type="checkbox"/> Single Asset Real Estate as defined in 11 U.S.C. § 101 (51B) <input type="checkbox"/> Railroad <input type="checkbox"/> Stockbroker <input type="checkbox"/> Commodity Broker <input type="checkbox"/> Clearing Bank <input checked="" type="checkbox"/> Other	
<b>Chapter 15 Debtors</b> Country of debtor's center of main interests:  Each country in which a foreign proceeding by, regarding, or against debtor is pending:		<b>Chapter of Bankruptcy Code Under Which the Petition is Filed</b> (Check one box) <input type="checkbox"/> Chapter 7 <input type="checkbox"/> Chapter 9 <input checked="" type="checkbox"/> Chapter 11 <input type="checkbox"/> Chapter 12 <input type="checkbox"/> Chapter 13 <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Main Proceeding <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Nonmain Proceeding	
<b>Tax-Exempt Entity</b> (Check box, if applicable) <input type="checkbox"/> Debtor is a tax-exempt organization under Title 26 of the United States Code (the Internal Revenue Code).		<b>Nature of Debts</b> (Check one box) <input type="checkbox"/> Debts are primarily consumer debts, defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose." <input checked="" type="checkbox"/> Debts are primarily business debts.	
<b>Filing Fee</b> (Check one box) <input checked="" type="checkbox"/> Full Filing Fee attached <input type="checkbox"/> Filing Fee to be paid in installments (applicable to individuals only). Must attach signed application for the court's consideration certifying that the debtor is unable to pay fee except in installments. Rule 1006(b). See Official Form 3A. <input type="checkbox"/> Filing Fee waiver requested (applicable to chapter 7 individuals only). Must attach signed application for the court's consideration. See Official Form 3B.		<b>Chapter 11 Debtors</b> Check one box: <input type="checkbox"/> Debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). <input checked="" type="checkbox"/> Debtor is not a small business debtor as defined in 11 U.S.C. § 101(51D). Check if: <input type="checkbox"/> Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$2,343,300 ( <i>amount subject to adjustment on 4/01/13 and every three years thereafter</i> ). Check all applicable boxes: <input type="checkbox"/> A plan is being filed with this petition. <input type="checkbox"/> Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).	
<b>Statistical/Administrative Information</b> <input checked="" type="checkbox"/> Debtor estimates that funds will be available for distribution to unsecured creditors. <input type="checkbox"/> Debtor estimates that, after any exempt property is excluded and administrative expenses paid, there will be no funds available for distribution to unsecured creditors.		THIS SPACE IS FOR COURT USE ONLY	
<b>Estimated Number of Creditors</b> <input checked="" type="checkbox"/> 1-49 <input type="checkbox"/> 50-99 <input type="checkbox"/> 100-199 <input type="checkbox"/> 200-999 <input type="checkbox"/> 1,000-5,000 <input type="checkbox"/> 5,001-10,000 <input type="checkbox"/> 10,001-25,000 <input type="checkbox"/> 25,001-50,000 <input type="checkbox"/> 50,001-100,000 <input type="checkbox"/> OVER 100,000			
<b>Estimated Assets</b> <input checked="" type="checkbox"/> \$0 to \$50,000 <input type="checkbox"/> \$50,001 to \$100,000 <input type="checkbox"/> \$100,001 to \$500,000 <input type="checkbox"/> \$500,001 to \$1 million <input type="checkbox"/> \$1,000,001 to \$10 million <input type="checkbox"/> \$10,000,001 to \$50 million <input type="checkbox"/> \$50,000,001 to \$100 million <input type="checkbox"/> \$100,000,001 to \$500 million <input type="checkbox"/> \$500,000,001 to \$1 billion <input type="checkbox"/> More than \$1 billion			
<b>Estimated Liabilities</b> <input type="checkbox"/> \$0 to \$50,000 <input type="checkbox"/> \$50,001 to \$100,000 <input type="checkbox"/> \$100,001 to \$500,000 <input type="checkbox"/> \$500,001 to \$1 million <input checked="" type="checkbox"/> \$1,000,001 to \$10 million <input type="checkbox"/> \$10,000,001 to \$50 million <input type="checkbox"/> \$50,000,001 to \$100 million <input type="checkbox"/> \$100,000,001 to \$500 million <input type="checkbox"/> \$500,000,001 to \$1 billion <input type="checkbox"/> More than \$1 billion			

# **Voluntary Petition**

(This page must be completed and filed in every case)

Name of Debtor(s):

**Paramount Scaffold Gulf Region, Inc.**

## **All Prior Bankruptcy Cases Filed Within Last 8 Years** (If more than two, attach additional sheet)

Location

Where Filed: **- None -**

Case Number:

Date Filed:

Location

Where Filed:

Case Number:

Date Filed:

## **Pending Bankruptcy Case Filed by any Spouse, Partner, or Affiliate of this Debtor** (If more than one, attach additional sheet)

Name of Debtor:

Case Number:

Date Filed:

**Paramount Scaffold, Inc.**

**2:11-bk-61158-ER**

**12/16/11**

District:

**Central District of California**

Relationship:

**Affiliate**

Judge:

**Ernest M. Robles**

### **Exhibit A**

(To be completed if debtor is required to file periodic reports (e.g., forms 10K and 10Q) with the Securities and Exchange Commission pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 and is requesting relief under chapter 11.)

☐ Exhibit A is attached and made a part of this petition.

### **Exhibit B**

(To be completed if debtor is an individual whose debts are primarily consumer debts.)

I, the attorney for the petitioner named in the foregoing petition, declare that I have informed the petitioner that [he or she] may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each such chapter. I further certify that I delivered to the debtor the notice required by 11 U.S.C. §342(b).

**X**

Signature of Attorney for Debtor(s)

(Date)

### **Exhibit C**

Does the debtor own or have possession of any property that poses or is alleged to pose a threat of imminent and identifiable harm to public health or safety?

☐ Yes, and Exhibit C is attached and made a part of this petition.

☒ No.

### **Exhibit D**

(To be completed by every individual debtor. If a joint petition is filed, each spouse must complete and attach a separate Exhibit D.)

☐ Exhibit D completed and signed by the debtor is attached and made a part of this petition.

If this is a joint petition:

☐ Exhibit D also completed and signed by the joint debtor is attached and made a part of this petition.

### **Information Regarding the Debtor - Venue**

(Check any applicable box)

- ☒ Debtor has been domiciled or has had a residence, principal place of business, or principal assets in this District for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other District.
- ☒ There is a bankruptcy case concerning debtor's affiliate, general partner, or partnership pending in this District.
- ☐ Debtor is a debtor in a foreign proceeding and has its principal place of business or principal assets in the United States in this District, or has no principal place of business or assets in the United States but is a defendant in an action or proceeding [in a federal or state court] in this District, or the interests of the parties will be served in regard to the relief sought in this District.

### **Certification by a Debtor Who Resides as a Tenant of Residential Property**

(Check all applicable boxes)

☐ Landlord has a judgment against the debtor for possession of debtor's residence. (If box checked, complete the following.)

\_\_\_\_\_  
(Name of landlord that obtained judgment)

\_\_\_\_\_  
(Address of landlord)

- ☐ Debtor claims that under applicable nonbankruptcy law, there are circumstances under which the debtor would be permitted to cure the entire monetary default that gave rise to the judgment for possession, after the judgment for possession was entered, and
- ☐ Debtor has included in this petition the deposit with the court of any rent that would become due during the 30-day period after the filing of the petition.
- ☐ Debtor certifies that he/she has served the Landlord with this certification. (11 U.S.C. § 362(l)).

# Voluntary Petition

(This page must be completed and filed in every case)

Name of Debtor(s):

**Paramount Scaffold Gulf Region, Inc.**

## Signatures

### Signature(s) of Debtor(s) (Individual/Joint)

I declare under penalty of perjury that the information provided in this petition is true and correct.

[If petitioner is an individual whose debts are primarily consumer debts and has chosen to file under chapter 7] I am aware that I may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, understand the relief available under each such chapter, and choose to proceed under chapter 7. [If no attorney represents me and no bankruptcy petition preparer signs the petition] I have obtained and read the notice required by 11 U.S.C. §342(b).

I request relief in accordance with the chapter of title 11, United States Code, specified in this petition.

**X** \_\_\_\_\_  
Signature of Debtor

**X** \_\_\_\_\_  
Signature of Joint Debtor

\_\_\_\_\_  
Telephone Number (If not represented by attorney)

\_\_\_\_\_  
Date

### Signature of Attorney\*

**X /s/ Ron Bender** \_\_\_\_\_  
Signature of Attorney for Debtor(s)

**Ron Bender 143364**

Printed Name of Attorney for Debtor(s)

**Levene, Neale, Bender, Yoo & Brill LLP**

Firm Name

**10250 Constellation Blvd.  
Suite 1700  
Los Angeles, CA 90067**

Address

**(310) 229-1234**

Telephone Number

**December 16, 2011**

**143364**

Date

\*In a case in which § 707(b)(4)(D) applies, this signature also constitutes a certification that the attorney has no knowledge after an inquiry that the information in the schedules is incorrect.

### Signature of Debtor (Corporation/Partnership)

I declare under penalty of perjury that the information provided in this petition is true and correct, and that I have been authorized to file this petition on behalf of the debtor.

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

**X /s/ Andrew De Camara** \_\_\_\_\_  
Signature of Authorized Individual

**Andrew De Camara**

Printed Name of Authorized Individual

**Authorized Estate Representative/Court Appointed Receiver**

Title of Authorized Individual

**December 16, 2011**

Date

### Signature of a Foreign Representative

I declare under penalty of perjury that the information provided in this petition is true and correct, that I am the foreign representative of a debtor in a foreign proceeding, and that I am authorized to file this petition.

(Check only one box.)

☐ I request relief in accordance with chapter 15 of title 11, United States Code. Certified copies of the documents required by 11 U.S.C. §1515 are attached.

☐ Pursuant to 11 U.S.C. §1511, I request relief in accordance with the chapter of title 11 specified in this petition. A certified copy of the order granting recognition of the foreign main proceeding is attached.

**X** \_\_\_\_\_  
Signature of Foreign Representative

\_\_\_\_\_  
Printed Name of Foreign Representative

\_\_\_\_\_  
Date

### Signature of Non-Attorney Bankruptcy Petition Preparer

I declare under penalty of perjury that: (1) I am a bankruptcy petition preparer as defined in 11 U.S.C. § 110; (2) I prepared this document for compensation and have provided the debtor with a copy of this document and the notices and information required under 11 U.S.C. §§ 110(b), 110(h), and 342(b); and, (3) if rules or guidelines have been promulgated pursuant to 11 U.S.C. § 110(h) setting a maximum fee for services chargeable by bankruptcy petition preparers, I have given the debtor notice of the maximum amount before preparing any document for filing for a debtor or accepting any fee from the debtor, as required in that section. Official Form 19 is attached.

\_\_\_\_\_  
Printed Name and title, if any, of Bankruptcy Petition Preparer

\_\_\_\_\_  
Social-Security number (If the bankruptcy petition preparer is not an individual, state the Social Security number of the officer, principal, responsible person or partner of the bankruptcy petition preparer.)(Required by 11 U.S.C. § 110.)

\_\_\_\_\_  
Address

**X** \_\_\_\_\_  
Date

Signature of bankruptcy petition preparer or officer, principal, responsible person, or partner whose Social Security number is provided above.

Names and Social-Security numbers of all other individuals who prepared or assisted in preparing this document unless the bankruptcy petition preparer is not an individual:

If more than one person prepared this document, attach additional sheets conforming to the appropriate official form for each person.

A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both. 11 U.S.C. §110; 18 U.S.C. §156.

B4 (Official Form 4) (12/07)

**United States Bankruptcy Court**  
**Central District of California**

In re **Paramount Scaffold Gulf Region, Inc.**

Debtor(s)

Case No.

Chapter

**11**

**LIST OF CREDITORS HOLDING 20 LARGEST UNSECURED CLAIMS**

Following is the list of the debtor's creditors holding the 20 largest unsecured claims. The list is prepared in accordance with Fed. R. Bankr. P. 1007(d) for filing in this chapter 11 [or chapter 9] case. The list does not include (1) persons who come within the definition of "insider" set forth in 11 U.S.C. § 101, or (2) secured creditors unless the value of the collateral is such that the unsecured deficiency places the creditor among the holders of the 20 largest unsecured claims. If a minor child is one of the creditors holding the 20 largest unsecured claims, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See 11 U.S.C. § 112; Fed. R. Bankr. P. 1007(m).

(1) <i>Name of creditor and complete mailing address including zip code</i>	(2) <i>Name, telephone number and complete mailing address, including zip code, of employee, agent, or department of creditor familiar with claim who may be contacted</i>	(3) <i>Nature of claim (trade debt, bank loan, government contract, etc.)</i>	(4) <i>Indicate if claim is contingent, unliquidated, disputed, or subject to setoff</i>	(5) <i>Amount of claim [if secured, also state value of security]</i>
<b>U.S Bank National Association c/o Kyle Mathews, Esq. 333 South Hope Street, 43rd Floor Los Angeles, CA 90071</b>	<b>U.S Bank National Association c/o Kyle Mathews, Esq. 333 South Hope Street, 43rd Floor Los Angeles, CA 90071</b>	<b>Money Loaned (amount of claim is based on principal only)</b>		<b>9,500,000.00</b>
<b>Direct Scaffold Supply 5602 ARMOUR DR HOUSTON, TX 77020</b>	<b>Direct Scaffold Supply 5602 ARMOUR DR HOUSTON, TX 77020</b>	<b>Trade Debt</b>		<b>13,030.19</b>
<b>ATPAC Group 4195 JVL INDUSTRIAL PARK DR MARIETTA, GA 30066</b>	<b>ATPAC Group 4195 JVL INDUSTRIAL PARK DR MARIETTA, GA 30066</b>	<b>Trade Debt</b>		<b>12,846.17</b>
<b>Brand Energy Solutions PO BOX 91473 CHICAGO, IL 60693</b>	<b>Brand Energy Solutions PO BOX 91473 CHICAGO, IL 60693</b>	<b>Trade Debt</b>		<b>3,064.53</b>
<b>Haynes and Boone LLP Attorneys and Counselors 2505 North Plano Suite 4000 Richardson, TX 75082</b>	<b>Haynes and Boone LLP Attorneys and Counselors 2505 North Plano Suite 4000 Richardson, TX 75082</b>	<b>Services</b>		<b>2,917.00</b>
<b>First Specialty Insurance Deductible Recovery Group NW 7880-P.O. BOX 1450 Minneapolis, MN 55485</b>	<b>First Specialty Insurance Deductible Recovery Group NW 7880-P.O. BOX 1450 Minneapolis, MN 55485</b>	<b>Insurance Deductible</b>		<b>2,748.55</b>
<b>Aerial Access Equipment PO BOX 677308 DALLAS, TX 75267</b>	<b>Aerial Access Equipment PO BOX 677308 DALLAS, TX 75267</b>	<b>Trade Debt</b>		<b>1,641.20</b>
<b>The Brock Group of Companies BROCK SERVICES LTD PO BOX 840640 DALLAS, TX 75284</b>	<b>The Brock Group of Companies BROCK SERVICES LTD PO BOX 840640 DALLAS, TX 75284</b>	<b>Services</b>		<b>768.45</b>
<b>B&amp;R Hotshots PO BOX 1679 GONZALES, LA 70707</b>	<b>B&amp;R Hotshots PO BOX 1679 GONZALES, LA 70707</b>	<b>Trade Debt</b>		<b>700.00</b>

B4 (Official Form 4) (12/07) - Cont.

In re **Paramount Scaffold Gulf Region, Inc.**

Case No. \_\_\_\_\_

Debtor(s)

**LIST OF CREDITORS HOLDING 20 LARGEST UNSECURED CLAIMS**

(Continuation Sheet)

(1) <i>Name of creditor and complete mailing address including zip code</i>	(2) <i>Name, telephone number and complete mailing address, including zip code, of employee, agent, or department of creditor familiar with claim who may be contacted</i>	(3) <i>Nature of claim (trade debt, bank loan, government contract, etc.)</i>	(4) <i>Indicate if claim is contingent, unliquidated, disputed, or subject to setoff</i>	(5) <i>Amount of claim [if secured, also state value of security]</i>
<b>Wilson PO BOX 200822 DALLAS, TX 75320</b>	<b>Wilson PO BOX 200822 DALLAS, TX 75320</b>	<b>Trade Debt</b>		<b>393.42</b>
<b>Gulf Coast Occupational Medicine 13406 AIRLINE HIGHWAY BATON ROUGE, LA 70817</b>	<b>Gulf Coast Occupational Medicine 13406 AIRLINE HIGHWAY BATON ROUGE, LA 70817</b>	<b>Services</b>		<b>363.50</b>
<b>ADP 504 CLINTON CENTER DR SUITE 4400 CLINTON, MS 39056</b>	<b>ADP 504 CLINTON CENTER DR SUITE 4400 CLINTON, MS 39056</b>	<b>Trade Debt</b>		<b>68.00</b>
<b>Amerigas-Baton Rouge PO BOX 660288 DALLAS, TX 75266</b>	<b>Amerigas-Baton Rouge PO BOX 660288 DALLAS, TX 75266</b>	<b>Trade Debt</b>		<b>30.00</b>
<b>Estate of Blanchard c/o Curtis L. Piper 1527 W. State Hwy 114, 500-310 Grapevine, TX 76051</b>	<b>Estate of Blanchard c/o Curtis L. Piper 1527 W. State Hwy 114, 500-310 Grapevine, TX 76051</b>	<b>Lawsuit</b>	<b>Disputed</b>	<b>Unknown</b>
<b>Valentin Badulescu c/o James H. "Chuck" Morgan III 8550 United Plaza Blvd., Suite 200 Baton Rouge, LA 70809</b>	<b>Valentin Badulescu c/o James H. "Chuck" Morgan III 8550 United Plaza Blvd., Suite 200 Baton Rouge, LA 70809</b>	<b>Lawsuit</b>	<b>Disputed</b>	<b>Unknown</b>

B4 (Official Form 4) (12/07) - Cont.

In re Paramount Scaffold Gulf Region, Inc.

Debtor(s)

Case No. \_\_\_\_\_

**LIST OF CREDITORS HOLDING 20 LARGEST UNSECURED CLAIMS**

(Continuation Sheet)

**DECLARATION UNDER PENALTY OF PERJURY  
ON BEHALF OF A CORPORATION OR PARTNERSHIP**

I, the Authorized Estate Representative/Court Appointed Receiver of the corporation named as the debtor in this case, declare under penalty of perjury that I have read the foregoing list and that it is true and correct to the best of my information and belief.

Date December 16, 2011

Signature /s/ Andrew De Camara

**Andrew De Camara**

**Authorized Estate Representative/Court Appointed  
Receiver**

*Penalty for making a false statement or concealing property:* Fine of up to \$500,000 or imprisonment for up to 5 years or both.  
18 U.S.C. §§ 152 and 3571.

**United States Bankruptcy Court**  
**Central District of California**

In re **Paramount Scaffold Gulf Region, Inc.**,  
Debtor

Case No. \_\_\_\_\_

Chapter **11**

**LIST OF EQUITY SECURITY HOLDERS**

Following is the list of the Debtor's equity security holders which is prepared in accordance with Rule 1007(a)(3) for filing in this chapter 11 case.

Name and last known address or place of business of holder	Security Class	Number of Securities	Kind of Interest
<b>Bayou Group Investors LLC</b> <b>12323 LA Highway 965</b> <b>Saint Francisville, LA 70775</b>	<b>Common Stock</b>	<b>400,000</b> <b>shares/30%</b>	<b>Stock</b>
<b>Daniel E. Johnson</b> <b>5155 Via Del Acero</b> <b>Yorba Linda, CA 92887</b>	<b>Common Stock</b>	<b>1,333 shares/1%</b>	<b>Stock</b>
<b>Paramount Scaffold Inc.</b> <b>16525 S. Avalon Blvd.</b> <b>Carson, CA 90746</b>	<b>Common Stock</b>	<b>932,000</b> <b>shares/69%</b>	<b>Stock</b>

**DECLARATION UNDER PENALTY OF PERJURY ON BEHALF OF CORPORATION OR PARTNERSHIP**

I, the Authorized Estate Representative/Court Appointed Receiver of the corporation named as the debtor in this case, declare under penalty of perjury that I have read the foregoing List of Equity Security Holders and that it is true and correct to the best of my information and belief.

Date **December 16, 2011**

Signature **/s/ Andrew De Camara**

**Andrew De Camara**

**Authorized Estate Representative/Court Appointed Receiver**

*Penalty for making a false statement or concealing property:* Fine of up to \$500,000 or imprisonment for up to 5 years or both.  
18 U.S.C §§ 152 and 3571.

**STATEMENT OF RELATED CASES**  
**INFORMATION REQUIRED BY LOCAL BANKRUPTCY RULE 1015-2**  
**UNITED STATES BANKRUPTCY COURT, CENTRAL DISTRICT OF CALIFORNIA**

1. A petition under the Bankruptcy Act of 1898 or the Bankruptcy Reform Act of 1978 has previously been filed by or against the debtor, his/her spouse, his or her current or former domestic partner, an affiliate of the debtor, any copartnership or joint venture of which debtor is or formerly was a general or limited partner, or member, or any corporation of which the debtor is a director, officer, or person in control, as follows: (Set forth the complete number and title of each such of prior proceeding, date filed, nature thereof, the Bankruptcy Judge and court to whom assigned, whether still pending and, if not, the disposition thereof. If none, so indicate. Also, list any real property included in Schedule A that was filed with any such prior proceeding(s).)

**See item no. 3 below.**

2. (If petitioner is a partnership or joint venture) A petition under the Bankruptcy Act of 1898 or the Bankruptcy Reform Act of 1978 has previously been filed by or against the debtor or an affiliate of the debtor, or a general partner in the debtor, a relative of the general partner, general partner of, or person in control of the debtor, partnership in which the debtor is a general partner, general partner of the debtor, or person in control of the debtor as follows: (Set forth the complete number and title of each such prior proceeding, date filed, nature of the proceeding, the Bankruptcy Judge and court to whom assigned, whether still pending and, if not, the disposition thereof. If none, so indicate. Also, list any real property included in Schedule A that was filed with any such prior proceeding(s).)

**None.**

3. (If petitioner is a corporation) A petition under the Bankruptcy Act of 1898 or the Bankruptcy Reform Act of 1978 has previously been filed by or against the debtor, or any of its affiliates or subsidiaries, a director of the debtor, an officer of the debtor, a person in control of the debtor, a partnership in which the debtor is general partner, a general partner of the debtor, a relative of the general partner, director, officer, or person in control of the debtor, or any persons, firms or corporations owning 20% or more of its voting stock as follows: (Set forth the complete number and title of each such prior proceeding, date filed, nature of proceeding, the Bankruptcy Judge and court to whom assigned, whether still pending, and if not, the disposition thereof. If none, so indicate. Also, list any real property included in Schedule A that was filed with any such prior proceeding(s).)

**In re Paramount Scaffold Inc., case pending in the United States Bankruptcy Court for the Central District of California, Case No. 2:11-bk-61158-ER, before the Hon. Ernest M. Robles.**

4. (If petitioner is an individual) A petition under the Bankruptcy Reform Act of 1978, including amendments thereof, has been filed by or against the debtor within the last 180 days: (Set forth the complete number and title of each such prior proceeding, date filed, nature of proceeding, the Bankruptcy Judge and court to whom assigned, whether still pending, and if not, the disposition thereof. If none, so indicate. Also, list any real property included in Schedule A that was filed with any such prior proceeding(s).)

**None.**

I declare, under penalty of perjury, that the foregoing is true and correct.

Executed at Los Angeles, California.

/s/ Andrew De Camara

Dated December 16, 2011

Andrew De Camara

Debtor

Joint Debtor



**MASTER MAILING LIST**  
**Verification Pursuant to Local Bankruptcy Rule 1007-2(d)**

Name Ron Bender 143364

Address 10250 Constellation Blvd. Suite 1700 Los Angeles, CA 90067

Telephone (310) 229-1234

- ☒ Attorney for Debtor(s)  
☐ Debtor in Pro Per

<b>UNITED STATES BANKRUPTCY COURT</b> <b>CENTRAL DISTRICT OF CALIFORNIA</b>	
List all names including trade names used by Debtor(s) within last 8 years: <b>Paramount Scaffold Gulf Region, Inc.</b>	Case No.:  Chapter: <b>11</b>

**VERIFICATION OF CREDITOR MAILING LIST**

The above named debtor(s), or debtor's attorney if applicable, do hereby certify under penalty of perjury that the attached Master Mailing List of creditors, consisting of 3 sheet(s) is complete, correct, and consistent with the debtor's schedules pursuant to Local Rule 1007-2(d) and I/we assume all responsibility for errors and omissions.

Date: December 16, 2011

/s/ Andrew De Camara  
**Andrew De Camara/Authorized Estate Representative/Court**  
**Appointed Receiver**  
Signer/Title

Date: December 16, 2011

/s/ Ron Bender  
Signature of Attorney  
**Ron Bender 143364**  
**Levene, Neale, Bender, Yoo & Brill LLP**  
**10250 Constellation Blvd.**  
**Suite 1700**  
**Los Angeles, CA 90067**  
**(310) 229-1234**

Paramount Scaffold Gulf Region, Inc.  
16525 S. Avalon Blvd.  
Carson, CA 90746

Ron Bender  
Levene, Neale, Bender, Yoo & Brill LLP  
10250 Constellation Blvd.  
Suite 1700  
Los Angeles, CA 90067

U.S. Trustee  
Ernst & Young Plaza  
725 S. Figueroa Street, 26th Floor  
Los Angeles, CA 90017

ADP  
504 CLINTON CENTER DR  
SUITE 4400  
CLINTON, MS 39056

Aerial Access Equipment  
PO BOX 677308  
DALLAS, TX 75267

Amerigas-Baton Rouge  
PO BOX 660288  
DALLAS, TX 75266

ATPAC Group  
4195 JVL INDUSTRIAL PARK DR  
MARIETTA, GA 30066

B&R Hotshots  
PO BOX 1679  
GONZALES, LA 70707

Brand Energy Solutions  
PO BOX 91473  
CHICAGO, IL 60693

Direct Scaffold Supply  
5602 ARMOUR DR  
HOUSTON, TX 77020

East Baton Rouge Sheriff  
PO Box 91285  
Baton Rouge, LA 70821

Estate of Blanchard  
c/o Curtis L. Piper  
1527 W. State Hwy 114, 500-310  
Grapevine, TX 76051

First Specialty Insurance  
Deductible Recovery Group  
NW 7880-P.O. BOX 1450  
Minneapolis, MN 55485

Gulf Coast Occupational Medicine  
13406 AIRLINE HIGHWAY  
BATON ROUGE, LA 70817

Haynes and Boone LLP  
Attorneys and Counselors  
2505 North Plano Suite 4000  
Richardson, TX 75082

Internal Revenue Service  
P.O. Box 7346  
Philadelphia, PA 19101

Louisiana Dept. Of Revenue  
P.O. Box 201  
Baton Rouge, LA 70821

Paramount Scaffold, Inc.  
16525 S. Avalon Blvd.  
Carson, CA 90746

The Brock Group of Companies  
BROCK SERVICES LTD  
PO BOX 840640  
DALLAS, TX 75284

U.S Bank National Association  
c/o Kyle Mathews, Esq.  
333 South Hope Street, 43rd Floor  
Los Angeles, CA 90071

Valentin Badulescu  
c/o James H. Chuck Morgan III  
8550 United Plaza Blvd., Suite 200  
Baton Rouge, LA 70809

Wilson  
PO BOX 200822  
DALLAS, TX 75320

Attorney or Party Name, Address, Telephone & FAX Number, and California State Bar Number <b>Ron Bender</b> <b>10250 Constellation Blvd.</b> <b>Suite 1700</b> <b>Los Angeles, CA 90067</b> <b>(310) 229-1234</b> California State Bar Number: <b>143364</b>  <i>Attorney for Debtor</i>	FOR COURT USE ONLY
<b>UNITED STATES BANKRUPTCY COURT</b> <b>CENTRAL DISTRICT OF CALIFORNIA</b>	
In re:  <b>Paramount Scaffold Gulf Region, Inc.</b>  <div style="text-align: right;">Debtor(s), Plaintiff(s), Defendant(s).</div>	CASE NO.: ADV. NO.: CHAPTER: <b>11</b>

**Corporate Ownership Statement Pursuant to  
FRBP 1007(a)(1) and 7007.1, and LBR 1007-4**

*Pursuant to FRBP 1007(a)(1) and 7007.1, and LBR 1007-4, any corporation, other than a governmental unit, that is a debtor in a voluntary case or a party to an adversary proceeding or a contested matter shall file this statement identifying all its parent corporations and listing any publicly held company, other than a governmental unit, that directly or indirectly own 10% or more of any class of the corporation's equity interest, or state that there are no entities to report. This Corporate Ownership Statement must be filed with the initial pleading filed by a corporate entity in a case or adversary proceeding. A supplemental statement must promptly be filed upon any change in circumstances that renders this Corporate Ownership Statement inaccurate.*

I, **Andrew De Camara**, the undersigned in the above-captioned case, hereby declare  
(Print Name of Attorney or Declarant)

under penalty of perjury under the laws of the United States of America that the following is true and correct:

**[Check the appropriate boxes and, if applicable, provide the required information.]**

1. I have personal knowledge of the matters set forth in this Statement because:
- ☒ I am the Authorized Estate Representative and Court Appointed Receiver
- ☐ I am a party to an adversary proceeding
- ☐ I am a party to a contested matter
- ☐ I am the attorney for the debtor corporation
- 2.a. ☒ The following entities, other than the debtor or a governmental unit, directly or indirectly own 10% or more of any class of the corporation's(s') equity interests:
- See Addendum
- b. ☐ There are no entities that directly or indirectly own 10% or more of any class of the corporation's equity interest.

**/s/ Andrew De Camara**  
Signature of Attorney or Declarant

**December 16, 2011**  
Date

**Andrew De Camara**  
Printed Name of Attorney or Declarant

In re  Paramount Scaffold Gulf Region Inc.  Debtor.	CHAPTER <u>11</u>  CASE NUMBER
-----------------------------------------------------------------	--------------------------------------

**Addendum to Corporate Ownership Statement Pursuant to  
F.R.B.P. 1007(a)(1) and 7007.1, and Local Bankruptcy Rule 1002-5**

The following entities, other than the debtor or a governmental unit, directly or indirectly own 10% or more of any class of the corporation's(s') equity interests:

Bayou Group Investors LLC  
12323 LA Highway 965  
Saint Francisville, LA 70775  
Paramount Scaffold Inc.  
16525 S. Avalon Blvd.  
Carson, CA 90746

Party Name, Address and Telephone Number (CA State Bar No. If Applicable)  <b>Ron Bender</b> <b>10250 Constellation Blvd.</b> <b>Suite 1700</b> <b>Los Angeles, CA 90067</b> <b>(310) 229-1234</b> CA State Bar Number: <b>143364</b>	FOR COURT USE ONLY
<b>UNITED STATES BANKRUPTCY COURT</b> <b>CENTRAL DISTRICT OF CALIFORNIA</b>	
In re:  <b>Paramount Scaffold Gulf Region, Inc.</b>  <div style="text-align: right;">Debtor.</div>	CHAPTER 11 CASE NUMBER  <div style="text-align: center;">(No Hearing Required)</div>

**VENUE DISCLOSURE FORM**  
**FOR CORPORATIONS FILING CHAPTER 11**  
*(Required by General Order 97-02)*

*\*Attach additional sheets as necessary and indicate so in each section\**

1. Specify the address of the principal office of the Debtor currently on file with the California Secretary of State (from Form S0100, S0200, or S0300): **16525 S. Avalon Blvd., Carson, CA 90746**
2. Specify the address of the principal office of the Debtor listed on the Debtor's most recent federal tax return:  
**16525 S. Avalon Blvd., Carson, CA 90746**
3. Disclose the current business address(es) for all corporate officers:  
**16525 S. Avalon Blvd., Carson, CA 90746**
4. Disclose the current business address(es) where the Debtor's books and records are located:  
**16525 S. Avalon Blvd., Carson, CA 90746**
5. List the address(es) where the majority of the Debtor's assets are located based on a book value determination as set forth on the Debtor's most recent balance sheet:  
**16525 S. Avalon Blvd., Carson, CA 90746**
6. Disclose any different address(es) to those listed above within six months prior to the filing of this petition and state the reasons for the change in address(es):  
**The Debtor previously also utilized office/warehouse space located at 8151 1/2 Airline Highway, Baton Rouge, LA 70815.**

In re <b>Paramount Scaffold Gulf Region Inc.</b> Debtor.	CHAPTER 11 CASE NUMBER
----------------------------------------------------------------	---------------------------

7. State the name and address of the officer signing this Statement and the relationship of such person to the Debtor (*specify*): **Andrew De Camara, Receiver duly appointed by the United States District Court - Central District of California, pursuant to the Stipulated Order Appointing Temporary Receiver, Temporary Restraining Order and Order to Show Cause Re Appointment of Receiver and Preliminary Injunction, entered on November 14, 2011, in Case No. CV11-9094-R.**
8. Total number of attached pages of supporting documentation: \_\_\_\_
9. I declare under penalty of perjury under the laws of the United States of America, that the foregoing is true and correct.

Executed on December 16, 2011, at \_\_\_\_\_, California.

Andrew De Camara  
*Type Name of Officer*

/s/ Andrew De Camara  
*Signature of Declarant*

Authorized Estate Representative/Court  
Appointed Receiver  
*Position or Title of Officer*



**DISTRICT COURT ORDERS AUTHORIZING AND DIRECTING CHAPTER 11**  
**BANKRUPTCY FILING BY**  
**PARAMOUNT SCAFFOLD GULF REGION, INC., A DELAWARE**  
**CORPORATION**

In lieu of a Corporate Resolution Authorizing Chapter 11 Bankruptcy Filing, attached please find orders entered by the United States District Court for the Central District of California, authorizing and directing the filing of a Chapter 11 voluntary bankruptcy petition for Paramount Scaffold Gulf Region, Inc., a Delaware corporation.

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
CIVIL MINUTES - GENERAL**

**CASE NO.: CV-11-9094-R**

**Date: November 28, 2011**

**TITLE: U.S. BANK NAT'L ASSOCIATION V. PARAMOUNT SCAFFOLD INC et al**

**PRESENT:**

**HON. MANUEL L. REAL, JUDGE**

**William Horrell  
Deputy Clerk**

**Theresa Lanza  
Court Reporter**

**ATTORNEYS PRESENT FOR PLAINTIFFS:**

**Kyle Matthews  
Beth Ann Young, for Reciever  
Andrew DeCamera, Receiver**

**ATTORNEYS PRESENT FOR DEFENDANTS:**

**Jeffrey Smith  
Evan Jones**

**PROCEEDINGS:** Plaintiff's Ex Parte Application for the Appointment of a Receiver and Issuance of a Temporary Restraining Order and Preliminary Injunction (fld 11/9/11)

**The Court hears arguments of counsel.**

**The Court ORDERS the Receiver to file a Chapter 11 Bankruptcy Action as it relates to the parties and issues in this case; and further, the Court ABSTAINS to maintain federal jurisdiction over the action.**

**Plaintiff shall submit a proposed order.**

10 min

**MINUTES FORM 90  
CIVIL -- GEN**

**Initials of Deputy Clerk WH**

SHEPPARD, MULLIN, RICHTER & HAMPTON LLP  
A Limited Liability Partnership  
Including Professional Corporations  
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Facsimile: 213-620-1398

Attorneys for Plaintiff  
U.S. BANK NATIONAL ASSOCIATION

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
WESTERN DIVISION**

U.S. BANK NATIONAL  
ASSOCIATION,

Plaintiff,

v.

PARAMOUNT SCAFFOLD, INC. a  
California corporation and  
PARAMOUNT SCAFFOLD GULF  
REGION, INC., a Delaware  
corporation,

Defendants.

Case No. CV11-9094-R (Ex)

**STIPULATED ORDER  
APPOINTING TEMPORARY  
RECEIVER, TEMPORARY  
RESTRAINING ORDER AND  
ORDER TO SHOW CAUSE RE  
APPOINTMENT OF RECEIVER  
AND PRELIMINARY INJUNCTION**

1 Plaintiff U.S. Bank National Association ("Plaintiff") filed its *Ex Parte*  
2 *Application for the Appointment of a Temporary Receiver and Issuance of a*  
3 *Temporary Restraining Order and Order to Show Cause Re Appointment of*  
4 *Receiver and Issuance of Preliminary Injunction* (the "Application"), which has  
5 come before this Court.

6  
7 Upon the reading of Plaintiff's application and the pleadings filed in  
8 this action, it appears to the Court that this is a proper case for the appointment of a  
9 temporary receiver to take possession of, manage and operate the businesses of  
10 Paramount Scaffold, Inc. and Paramount Scaffold Gulf Region, Inc. (collectively,  
11 "Defendants"), for the issuance of a temporary restraining order to restrain  
12 Defendants and their respective agents, servants, members, officers, affiliates,  
13 employees, equityholders, representatives, and all other persons and entities who are  
14 successors in interest to or who are acting in concert or participating with them  
15 (together with the Defendants, collectively the "Defendant Parties"), from  
16 interfering with the duties of the receiver, and for the issuance of an order to show  
17 cause re the appointment of receiver and preliminary injunction, THEREFORE,

18 IT IS HEREBY ORDERED THAT:  
19

20 1. Andrew De Camara (the "Receiver") is hereby appointed  
21 Receiver with the power and authority to take possession of, manage and operate the  
22 businesses of Defendants and the Collateral (as defined in the Application) for all  
23 purposes (collectively, the "Receivership Estate"). The Receiver shall conduct the  
24 duties set forth herein and in doing so shall care for, manage, preserve, protect, sell,  
25 operate and collect the profits generated the Defendants' business operations and the  
26 Receivership Estate as instructed by the Court and in the manner the Receiver  
27 believes most beneficial to the Receivership Estate and its creditors.  
28

1                   2.     The Receiver shall not be required to post an undertaking, or if  
2 the Court requires such an undertaking the amount shall be \$\_\_\_\_\_.

3  
4                   3.     Immediately upon the filing of the Receiver's undertaking, if  
5 required:

6                         a.     Defendants shall turn over and surrender to the Receiver  
7 all income from the Receivership Estate currently held by the Defendants or the  
8 Defendant Parties;

9                         b.     Defendants shall turn over and surrender to the Receiver:  
10 (i) all monies accountable to the proceeds, revenues, issues and profits of the  
11 Receivership Estate, now in the possession, custody or control of the Defendants  
12 and/or the Defendant Parties; (ii) all records, statements, copies of checks, bills,  
13 invoices and other data from all bank accounts maintained by the Defendants and/or  
14 the Defendant Parties in connection with the Receivership Estate and any other  
15 accounts where the funds relating to the Receivership Estate were transferred or  
16 deposited, and all other records, books of account, ledgers, expense accounts and all  
17 documents and records (including records maintained in electronic form) pertaining  
18 to the operation, maintenance and control of the Receivership Estate (collectively,  
19 the "Books and Records"), whether in the possession and control of the Defendants  
20 or in the possession and control of any other of the Defendant Parties, provided,  
21 however, that said Books and Records shall be made available for the use of the  
22 Defendant Parties upon reasonable notice in the normal course of the performance  
23 of their duties, as necessary; (iii) all keys relating to the Receivership Estate, and  
24 (iv) all passwords, system access and alarm codes;

25  
26                   4.     Immediately upon the filing of the Receiver's undertaking, the  
27 Receiver shall immediately have the following powers and legal responsibilities:  
28

1 a. The Receiver is authorized to exclude the Defendants and  
2 Defendant Parties or anyone claiming under any of them, from the Receivership  
3 Estate; and

4 b. The Receiver shall take physical custody and  
5 possession of, and Defendants and the Defendant Parties shall assist the Receiver in  
6 taking physical custody and possession of all the property constituting the  
7 Receivership Estate; and

8 c. The Receiver shall continue to operate, care for, preserve,  
9 sell, maintain and collect the profits generated by the Receivership Estate in a  
10 manner necessary to preserve and enhance its overall value and shall incur the  
11 expenses necessary in such operation, care, preservation, sale, maintenance and  
12 collection without further order of this Court; that monies coming into the  
13 possession of the Receiver pursuant hereto and not expended for any of the purposes  
14 herein authorized shall be held by the Receiver, subject to such orders as this Court  
15 may hereinafter issue as to its disposition; and

16 d. The Receiver shall determine, in its discretion, how best to  
17 use, operate, manage and control the Receivership Estate; and

18 e. The Receiver is authorized to purchase materials, supplies,  
19 and services and to pay therefor at ordinary and usual rates and prices out of funds  
20 that shall come into its possession as such Receiver, and to compromise debts of the  
21 Receivership Estate, and as Receiver to do all things and to incur the risks and  
22 obligations ordinarily incurred by owners, managers, and operators of similar  
23 businesses and that no such risk or obligation so incurred shall be the personal risk  
24 or obligation of the Receiver but shall be a risk or obligation of the Receivership  
25 Estate. No funds of the Receivership Estate may be expended without the written  
26 authorization of the Receiver and the Receiver may impose whatever safeguards it  
27 deems necessary to ensure every expenditure is properly authorized; and  
28

1 f. By virtue of its appointment, the Receiver shall have the  
2 authority to, in its sole and absolute discretion, terminate or reject any contracts or  
3 agreements relating to the Receivership Estate. The Receiver may employ other or  
4 additional agents and employees, including but not limited to Sherwood Partners,  
5 LLC (as further discussed below), as necessary to preserve, protect, maintain and  
6 manage the Receivership Estate and to pay each of the foregoing, at ordinary and  
7 usual rates and prices, pursuant to appropriate contracts, or otherwise, out of funds  
8 that come into its possession as Receiver without seeking the Court's consent for  
9 such employment; and

10 g. The Receiver shall, going forward, review, analyze,  
11 account for and approve the Receivership Estate's expenses, payments, transfers,  
12 withdrawals, and distributions (collectively "Payments") to ensure that all such  
13 Payments are proper and made in the ordinary course of business. In addition, the  
14 Receiver shall have the authority to write checks for the purpose of making any  
15 payments required or permitted to be made hereunder, including, without limitation,  
16 expenses on account of bank service charges, commissions, construction, marketing  
17 and sale costs, dues and publications, insurance, maintenance, accounting and other  
18 professional services, postage costs and courier or other delivery costs, interest,  
19 inventory, office expenses, rent or other payment arising under a lease or rental  
20 agreement, repairs and maintenance, supplies, taxes, utilities and telephone  
21 expenses, wages and premiums and renewals of the receivership bond; and

22 h. The Receiver may bring and prosecute all proper actions  
23 related to the (i) collection of the profits generated by the Receivership Estate,  
24 (ii) removal from the Receivership Estate of persons not entitled to entry thereon,  
25 (iii) protection of the Receivership Estate, (iv) damage caused to the Receivership  
26 Estate, (v) recovery of possession of the Receivership Estate; and

27 i. The Receiver may hire, employ, retain, terminate, and  
28 otherwise obtain the advice and assistance of Sherwood Partners LLC ("Sherwood")

1 and Levene, Neale, Bender, Yoo & Brill, L.L.P. (“LNBYB”) as the Receiver’s  
2 general legal counsel, as well as accountants and such legal counsel, accountants  
3 and other professionals as may be reasonably necessary to the proper discharge of  
4 the Receiver's duties (and to pay such professionals reasonable fees), all without  
5 further order of the Court; and

6 j. The Receiver may hire, employ, retain, and terminate  
7 consultants, operating companies and/or other professionals which the Receiver  
8 deems necessary to assist it in the discharge of its duties, to whom the Receiver may  
9 delegate operational responsibilities for the Receivership Estate as set forth in this  
10 order and, at the Receiver's election, pay any federal, state, and local payroll taxes  
11 due in connection with employees of the Receiver, provided, however, that no  
12 contract shall extend beyond the termination of the receivership unless authorized  
13 by Plaintiff, or by the Court; and

14 k. The Receiver shall immediately disclose to all parties any  
15 financial relationship between the Receiver and any person or entity hired to assist  
16 in the management or sale of all or any portion of the Receivership Estate; and

17 l. The Receiver shall not enter into an agreement with any  
18 party to this action about the administration of the Receivership Estate or about any  
19 post-receivership matter; and

20 m. The Receiver shall immediately acquire from Defendants  
21 and the other Defendant Parties, all keys relating to the Receivership Estate, and  
22 may change any and all locks on the Receivership Estate; and

23 n. The Receiver may, in its sole and absolute discretion,  
24 continue in effect and/or assume any contracts, agreements, leases, letters of credit  
25 and all other instruments presently existing and not in default relating to the  
26 Receivership Estate; and

27 o. The Receiver may enter into and modify contracts for the  
28 sale of all or any portion of the Receivership Estate; and



1 p. The Receiver may communicate, directly or indirectly,  
2 with any person, firm or entity, including without limitation, any representative of  
3 Plaintiff;

4 q. The Receiver may take any and all steps necessary to  
5 retrieve, collect and review all mail addressed to Defendants or related entities or  
6 individuals at the Receivership Estate and the Receiver is authorized to instruct the  
7 United States Postmaster to reroute, hold and/or release said mail to the Receiver.  
8 The Receiver shall redirect mail determined (whether before or after opening) to be  
9 of a personal nature, not involving the business activities of the Defendants  
10 conducted at the Receivership Estate, to the person to whom the mail was intended  
11 to be delivered (if the Receiver knows the forwarding address of said person) or  
12 shall return such mail to the sender; and  
13

14 5. The Receiver shall, within thirty (30) days of its qualification  
15 hereunder, file in this action an inventory of all property of which it shall have taken  
16 possession pursuant hereto, including, without limitation, the identity of all written  
17 or non-written contracts (whether for sale or otherwise), options, insurance policies,  
18 fixtures or personal property. The Receiver may thereafter, to the extent necessary,  
19 conduct periodic inventories of all property of the Receivership Estate of which it  
20 shall have taken possession pursuant to this Order, and to provide the Parties to this  
21 action herein with regular and material updates; and  
22

23 6. The Receiver shall prepare monthly operating reports which shall  
24 include a statement reflecting the Receiver's fees and expenses incurred for said  
25 period in the operation of, construction on and administration of the Receivership  
26 Estate, as well as the fees and expenses of LNBYB and any other attorneys or  
27 accountants employed by the Receiver. The Receiver shall charge an hourly rate not  
28 to exceed \$325 per hour for his services. The Receiver shall primarily use the

1 services of Sherwood personnel to manage the Receivership Estate at a blended  
2 hourly rate not to exceed \$325 per hour; and

3  
4 7. 7. Upon completion of an interim statement and ten (10) days  
5 after mailing said statement to the parties' respective attorneys of record (or via e-  
6 mail, at counsel's request) or any other designated person or agent, the Receiver,  
7 Sherwood, LNBYB, and any other professionals hired by the Receiver, shall be  
8 paid from Receivership funds, if any, the amount of said statement. Despite the  
9 periodic payment of Receiver's fees and administrative expenses, including the fees  
10 and expenses of Sherwood, LNBYB, and any other professionals hired by the  
11 Receiver, said fees and expenses shall be submitted to the Court, for its final  
12 approval and confirmation, in the form of either a noticed interim request for fees,  
13 stipulation among the parties, or Receiver's Final Account and Report; and

14  
15 8. The Receiver shall have the power to execute any and all  
16 documents (including documents for the sale of any portion of the Receivership  
17 Estate) without a specific court order, close existing bank accounts, money market  
18 accounts, CDs or other financial instruments associated with the Receivership  
19 Estate, and shall maintain or establish accounts at such bank as the Receiver may  
20 determine are necessary for the Receivership Estate for the purpose of depositing  
21 some or all funds of the Receivership Estate collected by the Receiver, and the  
22 Receiver shall have the authority to write checks on such accounts for the purpose of  
23 making any payments required or permitted to be made hereunder by the  
24 receivership estate, and the Receiver shall receive the federal tax identification  
25 number from the Defendants or the other Defendant Parties to provide to the bank so  
26 as to establish such an account. The Receiver may also employ said bank or other  
27 financial institution, or any other bank of the Receiver's choice, to establish a payroll  
28 service; and

1  
2           9.     The Receiver is authorized and empowered to take possession of  
3 all bank accounts of the Defendants and all accounts and chattel paper wherever  
4 located, and shall receive possession of any money on deposit in said bank accounts.  
5 The receipt by the Receiver for said funds shall discharge said bank from further  
6 responsibility for accounting to said account holder for funds as to which the  
7 Receiver shall give his receipt; and

8  
9           10.    The Receiver may use any federal taxpayer identification  
10 numbers of the Defendants relating to the Receivership Estate for any lawful  
11 purpose; and

12  
13           11.    The Receiver shall determine upon taking possession of the  
14 Receivership Estate whether in the Receiver's judgment there is sufficient insurance  
15 coverage. If sufficient insurance coverage does not exist, the Receiver shall  
16 immediately notify the parties to this lawsuit and shall have thirty (30) calendar days  
17 to procure sufficient insurance for the Receivership Estate; provided, however, that  
18 if the Receiver does not have sufficient funds to do so, the Receiver shall seek  
19 instructions from the Court with regard to whether insurance shall be obtained and  
20 how it is to be paid for. The Receiver shall name himself as named insured and  
21 Sherwood and Plaintiff as additional insured, and Plaintiff as loss payee, for any  
22 insurance policies that he procures. The parties shall immediately name the  
23 Receiver as named insured and Sherwood and Plaintiff as additional insured on the  
24 existing insurance policy(ies) for the period that the Receiver shall be in possession  
25 of the Receivership Estate. If consistent with existing law, the Receiver shall not be  
26 responsible for claims arising from the lack of procurement or inability to obtain  
27 insurance. The parties and their agents and representatives are prohibited from  
28

1 canceling, reducing or modifying any and all insurance coverage currently in  
2 existence with respect to the Receivership Estate; and

3  
4 12. The Receiver shall, as necessary and appropriate, notify all local,  
5 state and federal governmental agencies, all vendors and suppliers, and any and all  
6 others who provide goods or services to the Receivership Estate of its appointment  
7 as Receiver. No utility may terminate service to the Receivership Estate as a result  
8 of non-payment of pre-receivership obligations without prior order of this Court.  
9 No insurance company may cancel their existing current-paid policy as a result of  
10 the appointment of the Receiver; and

11  
12 13. The Receiver may apply for, obtain and pay any reasonable fees  
13 for any lawful license, permit or other governmental approval relating to the  
14 Receivership Estate or the operation thereof; confirm the existence of and, to the  
15 extent permitted by law, exercise the privileges of any existing license, permit or  
16 governmental approval; and do all things necessary to protect and maintain those  
17 licenses, permits and approvals; and

18  
19 14. The Receiver is acting solely in its capacity as a court-appointed  
20 receiver and the debts of the Receiver and Sherwood are solely the debts of the  
21 Receivership Estate. In no event shall the Receiver or Sherwood have any personal  
22 liability or obligation for the proper debts of the Receiver and/or the Receivership  
23 Estate; provided, however, that an action may be brought against the Receiver for  
24 actions it takes in its official capacity to the full extent authorized by applicable law;  
25 and

26  
27 a. The Receiver is hereby authorized to cause the Defendants  
28 to file voluntary petitions for relief under the Bankruptcy Code if the Receiver

1 deems it to be in the best interests of the Defendants in the Receiver's reasonable  
2 business judgment. Notwithstanding 11 U.S.C. § 543, if either the Receiver or the  
3 Defendants initiate a bankruptcy proceeding on behalf of the Defendants, the  
4 Receiver shall not be required to turnover the Receivership Estate to any individual  
5 or entity, and the Receiver may operate the Defendants in any such bankruptcy  
6 proceeding as a debtor-in-possession; and

7  
8           15. In addition to all of the powers hereinabove set forth, the  
9 Receiver is hereby vested with all of the powers of receivers authorized pursuant to  
10 applicable law, including without limitation Federal Rule of Civil Procedure 66; and

11  
12           16. In order to assist the Receiver in the discharge of the foregoing  
13 duties, the Defendants and the Defendant Parties are hereby restrained from  
14 engaging in or performing, directly or indirectly, any of the following acts:

15                   a. Retaining possession of the Receivership Estate or any  
16 other portion of the Receivership Estate that is to be transferred to the Receiver;

17                   b. Expending, disbursing, transferring, assigning, selling,  
18 conveying, devising, pledging, mortgaging, creating a security interest in,  
19 encumbering, concealing or in any manner whatsoever dealing in or disposing of the  
20 whole or any part of the assets of the Receivership Estate, including, but not limited  
21 to, any contract or other agreement concerning the Receivership Estate, without the  
22 written consent of the Receiver first obtained;

23                   c. Demanding, collecting, receiving, expending, disposing,  
24 assigning, secreting or in any other way diverting, using or making unavailable to  
25 the Receiver the assets of the Receivership Estate or any of the rents, issues or  
26 profits thereof;

27                   d. Doing any act which will, or which will tend to, impair,  
28 defeat, divert, prevent or prejudice the preservation of the Receivership Estate or

1 Plaintiff's interests therein, in whatever form the interest is held or used as of this  
2 date, pending further proceedings in this action;

3 e. Destroying, altering, concealing, transferring or failing to  
4 preserve any document and other record (including records maintained in electronic  
5 form) which evidences, reflects or pertains to (i) Defendants' relationship with  
6 Plaintiff, (ii) relating to the factual basis of this lawsuit, or (iii) Defendants'  
7 disposition of the Receivership Estate, or any part thereof;

8 f. Interfering in any manner with the operation of the  
9 Receivership Estate or the Receiver's possession thereof, including, without  
10 limitation, interfering with the Receiver's possession of the Receivership Estate or  
11 otherwise interfering with the management, preservation, protection, maintenance,  
12 operation and control of the Receivership Estate; and  
13

14 17. The Receiver and the parties to this action may, from time to  
15 time and upon 72 hours' notice to the parties entitled thereto, petition this Court for  
16 instructions in pursuance of this Order and further orders which this Court may  
17 make; and  
18

19 18. All persons or entities now in possession of any part of the  
20 Receivership Estate must vacate and surrender possession thereof to the Receiver;  
21 and  
22

23 19. The Receiver shall not be responsible for paying any expense of  
24 the Defendants, or other payables owed to third parties, which payables were due  
25 and owing prior to the appointment of the Receiver. However, the Receiver may, in  
26 his sole discretion, pay costs and expenses incurred prior to the Receiver's  
27 appointment if the Receiver determines that payment of such items is necessary for  
28

1 the preservation, care and maintenance of the Receivership Estate, or otherwise in  
2 the best interests of the Receivership Estate; and

3  
4 20. No individual or entity may sue the Receiver without first  
5 obtaining the permission of this Court; and

6  
7 21. Defendants have waived the right to a hearing on an order to  
8 show cause re the appointment of a receiver or the issuance of a preliminary  
9 injunction under Local Rules 66-3 and 65-1; and

10  
11 22. The above temporary restraining order is effective without the  
12 need for the filing of an undertaking, or if the Court requires an undertaking on  
13 Plaintiff's filing of an undertaking in the sum of \$\_\_\_\_\_.

14  
15 IT IS SO ORDERED.

16  
17 Dated: November 14, 2011

  
\_\_\_\_\_  
The Hon. Manuel Real  
United States District Court for the Central  
District of California

Attorney or Party Name, Address, Telephone & FAX Numbers, and California State Bar Number <b>Ron Bender</b> <b>Levene, Neale, Bender, Yoo &amp; Brill LLP</b> <b>10250 Constellation Blvd.</b> <b>Suite 1700</b> <b>Los Angeles, CA 90067</b> <b>(310) 229-1234</b> <b>143364</b> <input type="checkbox"/> Attorney for.	FOR COURT USE ONLY
<b>UNITED STATES BANKRUPTCY COURT</b> <b>CENTRAL DISTRICT OF CALIFORNIA</b>	
In re: <b>Paramount Scaffold Gulf Region, Inc.</b> <div style="text-align: right;">Debtor(s).</div>	CASE NO.: CHAPTER: <b>11</b> ADV. NO.:

**ELECTRONIC FILING DECLARATION  
(CORPORATION/PARTNERSHIP)**

- |                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> Petition, List of Creditors Holding 20 Largest Unsecured Claims, List of Equity Security Holders, Statement of Related Cases, Master Mailing List, Corporate Ownership Statement, Venue Disclosure Form<br><input type="checkbox"/> Amendments to the petition, statement of affairs, schedules or lists<br><input type="checkbox"/> Other: _____ | Date Filed: <b>December 16, 2011</b><br>Date Filed: _____<br>Date Filed: _____ |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|

**PART I - DECLARATION OF AUTHORIZED SIGNATORY OF DEBTOR OR OTHER PARTY**

I, the undersigned, hereby declare under penalty of perjury that: (1) I have been authorized by the Debtor or other party on whose behalf the above-referenced document is being filed (Filing Party) to sign and to file, on behalf of the Filing Party, the above-referenced document being filed electronically (Filed Document); (2) I have read and understand the Filed Document; (3) the information provided in the Filed Document is true, correct and complete; (4) the "/s/," followed by my name, on the signature lines for the Filing Party in the Filed Document serves as my signature on behalf of the Filing Party and denotes the making of such declarations, requests, statements, verifications and certifications by me and by the Filing Party to the same extent and effect as my actual signature on such signature lines; (5) I have actually signed a true and correct hard copy of the Filed Document in such places on behalf of the Filing Party and provided the executed hard copy of the Filed Document to the Filing Party's attorney; and (6) I, on behalf of the Filing Party, have authorized the Filing Party's attorney to file the electronic version of the Filed Document and this Declaration with the United States Bankruptcy Court for the Central District of California.

  
 \_\_\_\_\_  
*Signature of Authorized Signatory of Filing Party*

**December 16, 2011**

\_\_\_\_\_  
*Date*

**Andrew De Camara**

\_\_\_\_\_  
*Printed Name of Authorized Signatory of Filing Party*

**Authorized Estate Representative/Court Appointed Receiver**

\_\_\_\_\_  
*Title of Authorized Signatory of Filing Party*

**PART II - DECLARATION OF ATTORNEY FOR FILING PARTY**

I, the undersigned Attorney for the Filing Party, hereby declare under penalty of perjury that: (1) the "/s/," followed by my name, on the signature lines for the Attorney for the Filing Party in the Filed Document serves as my signature and denotes the making of such declarations, requests, statements, verifications and certifications to the same extent and effect as my actual signature on such signature lines; (2) an authorized signatory of the Filing Party signed the Declaration of Authorized Signatory of Debtor or Other Party before I electronically submitted the Filed Document for filing with the United States Bankruptcy Court for the Central District of California; (3) I have actually signed a true and correct hard copy of the Filed Document in the locations that are indicated by "/s/," followed by my name, and have obtained the signature of the authorized signatory of the Filing Party in the locations that are indicated by "/s/," followed by the name of the Filing Party's authorized signatory, on the true and correct hard copy of the Filed Document; (4) I shall maintain the executed originals of this Declaration, the Declaration of Authorized Signatory of Debtor or Other Party, and the Filed Document for a period of five years after the closing of the case in which they are filed; and (5) I shall make the executed originals of this Declaration, the Declaration of Authorized Signatory of Debtor or Other Party, and the Filed Document available for review upon request of the Court or other parties.

  
 \_\_\_\_\_  
*Signature of Attorney for Filing Party*

**December 16, 2011**

\_\_\_\_\_  
*Date*

**Ron Bender 143364**

\_\_\_\_\_  
*Printed Name of Attorney for Filing Party*