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Of Counsel

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Proposed Attorneys for Debtor
Base Architecture Planning & Engr, Inc.

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
LOS ANGELES DIVISION

10	In re	)	Case No. 2:17-bk-18597-ER
11	BASE ARCHITECTURE PLANNING	)	Chapter 11
12	& ENGR, INC.,	)	NOTICE OF MOTION AND MOTION
13	Debtor.	)	FOR AUTHORITY TO USE CASH
14		)	COLLATERAL; MEMORANDUM OF
15		)	POINTS AND AUTHORITIES;
16		)	DECLARATION OF MICHAEL H.
17		)	ANDERSON IN SUPPORT THEREOF
18		)	Date: August 29, 2017
19		)	Time: 11:00 a.m.
		)	Place: U.S. Bankruptcy Court
		)	Courtroom 1568
		)	255 E. Temple Street
		)	Los Angeles, CA 90012

TO THE HONORABLE ERNEST ROBLES, UNITED STATES
BANKRUPTCY JUDGE; CITIZENS NATIONAL BANK; INTERNAL REVENUE
SERVICE; AND ALL CREDITORS AND PARTIES IN INTEREST:

PLEASE TAKE NOTICE that on August 29, 2017, at 11:00 a.m., or as soon thereafter as the matter may be heard, in Courtroom 1568 of the above-entitled Court located 255 E. Temple Street, Los Angeles, CA 90012, to determine, Base Architecture Planning & Engr, Inc., the Debtor (hereinafter the "Debtor"), in the above-captioned Chapter 11 case, shall, and does hereby, move the Court for an Order approving the use of cash collateral of Citizens National Bank and the Internal Revenue Service, as set forth

1 herein. The basis for the Motion is that the secured creditor is adequately protected and
2 the use of cash collateral as proposed by the Debtor will preserve the estate assets for the
3 benefit of this estate and the creditors, specifically including the secured creditor.

4 The Motion is based upon this Notice of Motion and Motion, the attached
5 Declaration, all pleadings and records on file in this case, and upon such other evidentiary
6 matters as may be presented to the Court regarding the Motion.

7 PLEASE TAKE FURTHER NOTICE that pursuant to *Local Bankruptcy Rule*
8 *9013-1*, any party opposing the relief sought by the Motion must file a written opposition
9 setting forth the facts and law upon which the opposition is based and must appear at the
10 hearing on the Motion . Any factual allegations set forth in such written response must be
11 supported by competent and admissible evidence.

12 Any response or opposition to the Motion must be filed with the Court and served
13 on Debtor's counsel, the Office of the U.S. Trustee, and any other required parties in
14 interest, **at least fourteen (14) days prior to the scheduled hearing date on**
15 **the Motion** (not excluding Saturdays, Sundays or legal holidays).

16 Pursuant to *Local Bankruptcy Rule 9013-1*, any response not timely filed and
17 served may be deemed by the Court to be consent to the granting of the relief requested by
18 the Motion.

19 WHEREFORE, the Debtor respectfully requests that the Court enter its Order
20 authorizing the Debtor to use cash collateral on the terms and conditions described in the
21 Motion and the exhibits thereto, and granting such other and further relief as is just and
22 proper under the circumstances.

23 Dated: July 31, 2017

SIMON RESNIK HAYES LLP

24 By: /s/ M. Jonathan Hayes
25 **M. Jonathan Hayes**
26 *Proposed Attorneys for Debtor*
27 *Base Architecture Planning & Engr, Inc.*

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

1
2 Base Architecture Planning & Engr, Inc. ("the Debtor"), Debtor in the above-
3 referenced Chapter 11 case, commenced its bankruptcy case by filing a voluntary petition
4 under Chapter 11 on July 14, 2017. The Debtor is operating its business and managing its
5 financial affairs as a Debtor-in-Possession pursuant to §§1107 and 1108 of the Bankruptcy
6 Code.

7 Base Architecture Planning & Engr., Inc., Debtor and Debtor-in-Possession herein
8 (the "Debtor" or "BASE"), is a California corporation which provides architectural
9 services to its customers. Its website is <http://base-ae.com>. BASE is an urban design,
10 architecture, planning and civil engineering firm, established in 2003 in Los Angeles. It
11 has offices in Los Angeles near LAX and additional offices in San Diego and Philadelphia
12 ("executive suite" office only). BASE provides architectural design, urban design, master
13 planning, ADA compliance, sustainable design, LEED certification and construction
14 support.

15 BASE employs over 12 licensed architects, urban planners and civil engineers. The
16 majority of the firm's licensed architects are LEED Accredited Professionals, dedicated to
17 sustainable design. It has extensive experience in the design and construction of airport
18 facilities, transit and transportation project, schools and higher education, residential,
19 office and commercial, municipal and civic facilities, as well as complete streets and site
20 civil development. BASE also helps owners maintain their ADA/accessibility compliance
21 through its proprietary ADA compliance software, and facilities surveying expertise.

22 The Debtor has 22 active contracts with different property owners and or
23 governmental agencies. It expects to assume all of those contracts. The Debtor does not
24 have any meaningful breaches of the contracts which would require a cure as part of an
25 assumption of the contract. The most immediate reason for the chapter 11 bankruptcy
26 filing was the issuance of a Judgment against the Debtor for approximately \$70,000 on
27 May 25, 2017. The judgment is in favor of a creditor Alta Planning & Design, Inc.

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1 Management of the Debtor had spent significant time and legal fees defending that action
2 which took away time running the business.

3 **II. STATEMENT OF FACTS**

4 **A. Overview of the Debtor and the Obligations.**

5 On the Petition date, the Debtor had approximately \$10,000 in its bank accounts. It
6 also had approximately \$144,000 of Accounts Receivable. Finally the Debtor estimates
7 that it had about \$250,000 of “work-in-process” (“WIP”) meaning work that it had done
8 for its clients that it had not yet billed. The WIP all relates to clients of the Debtor
9 pursuant to existing contracts for various projects.

10 The Debtor owes secured creditor Citizens National Bank approximately \$211,000.
11 It also owes the Internal Revenue Service (“IRS”) approximately \$500,000. Both secured
12 creditors appear to have a blanket lien on all assets of the Debtor, with Citizens Bank being
13 senior to the IRS. Citizens Bank also has the personal guarantee of the Debtor’s primary
14 shareholder Michael H. Anderson as well as a lien on real properties located at 1002 s.
15 Burnside Avenue Unit 202 Los Angeles, CA 90019 and 5383 Stillwater Drive Los
16 Angeles, CA 90008. These properties have more than \$400,000 of equity after senior
17 liens.

18 Debtor is informed and believes that the cash it has on hand, the Accounts
19 Receivable and the WIP (hereinafter the “Property”) constitutes cash collateral within the
20 meaning of §363(a) of the Bankruptcy Code. Debtor is not aware of any other entity
21 asserting an interest in the Property.

22 The WIP has little to no value if the Debtor ceases operations as virtually all of the
23 clients would make offset claims against the Debtor for the remaining work that has yet to
24 be performed.

25 **B. Events Precipitating the Chapter 11 Bankruptcy Filing.**

26 The most immediate reason for the chapter 11 bankruptcy filing was the issuance of
27 a Judgment against the Debtor for approximately \$70,000 on May 25, 2017. The judgment
28

1 is in favor of a creditor Alta Planning & Design, Inc. Management of the Debtor had spent
2 significant time and legal fees defending that action which took away time running the
3 business.

4 The Debtor also had a loss of funds and other assets which it blames on a former
5 partner. The Debtor was in dire need of a cooling off period where management could
6 focus on the business rather than spend all of its time trying to figure out how to pay
7 creditors.

8 **C. Proposed Use of Cash Collateral.**

9 The Debtor proposes that it use the cash collateral owned on the petition date to pay
10 the allowed expenses pursuant to the Debtor's budget attached hereto including replace the
11 accounts receivable used. The Debtor believes that the expenses described in **Exhibit "A"**
12 (the "Budget") represent those expenses that the Debtor must pay in August, September
13 and October 2017 in order to maintain its business operations.

14 Although the Budget represents the Debtor's best estimate of the necessary expenses
15 associated with the business, the needs of the business may fluctuate. Therefore, the
16 Debtor requests Court authority to deviate from the total expenses contained in the budget
17 by no more than 10% and to deviate by category (provided the Debtor does not pay any
18 expenses outside any of the approved categories) without the need for further Court order.

19 In order to continue the operation of the business, the Debtor must be authorized to
20 use cash collateral to pay the ordinary and necessary operating expenses. If the Debtor's
21 ability to use cash collateral is interrupted, the Debtor will be unable to pay its employees
22 and consultants and will have to shut down soon. The Debtor's business, and the Debtor's
23 prospects for a successful reorganization, will end.

24 **III. ADEQUATE PROTECTION**

25 The Debtor believes Citizens National Bank is adequately protected by the Property
26 and the real property. Notwithstanding that, the Debtor proposes to pay Citizens Business
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1 Bank \$5,000 per month beginning September, 2017 and give Citizens Bank a postpetition
2 replacement lien on all of its postpetition assets up to the value of the cash collateral
3 actually used postpetition.

4 The Debtor will continue to be bound by the terms and conditions set forth in the
5 prepetition agreements except as specifically modified herein. This shall not constitute a
6 modification of the liens granted to Citizens Bank by the Debtor pursuant to the various
7 agreements between the parties and various perfection documents.

8 **IV. DISCUSSION**

9 **A. The Court Should Authorize The Debtor's Use of the Cash Collateral.**

10 As a general matter, a debtor-in-possession is permitted to use property of the estate
11 in the ordinary course of business without the need for notice or a hearing. 11 U.S.C.
12 Section 363(c)(1). However, a debtor's use of cash collateral is an exception to this
13 general rule. Section 363(c)(2) provides in pertinent part:

14 "The [debtor in possession] may not use, sell, or lease cash
15 collateral ... unless

16 -

17 (A) each entity that has an interest in
18 such cash collateral consents; or

19 (B) the court, after notice and a hearing, authorizes such use,
20 sale or lease in accordance with the provisions of this section."

21 11 U.S.C. Section 363(c)(2).

22 Courts have consistently held that it is appropriate for a Chapter 11 debtor to use a
23 secured creditor's cash collateral for a reasonable period of time for the purpose of
24 maintaining and operating its property. See *MBank Dallas, N.A. v. O'Connor* (*In re*
25 *O'Connor*), 808 F.2d 1393, 1397 (10th Cir. 1987). In addition, where, as here, the debtor
26 is operating a business, it is extremely important that use of cash collateral be allowed in
27 order to facilitate the goal of reorganization: "the purpose of Chapter 11 is to rehabilitate
28

1 debtors and generally access to cash collateral is necessary to operate a business." *In re*
2 *Dynaco Corporation*, 162 B.R. 389, 394 (Bankr. D.N.H. 1993), quoting *In re Stein*, 19
3 B.R. 458, 459 (Bankr. E.D. Pa. 1982).

4 As set forth above, if the Debtor's access to the cash collateral is interrupted for
5 even a brief period of time, the consequences would be disastrous for the unsecured
6 creditors of the estate. The Debtor would be unable to operate and preserve the business.
7 The employees would leave and the business would shut down making its value zero. As
8 such, the Debtor has determined that it would be in the overwhelming best interests of the
9 estate and its creditors to use the cash collateral to continue to operate and maintain its
10 business.

11 **B. The Secured Creditor's Interests are Adequately Protected by the**
12 **Equity in the Home of the Principal of the Debtor, and by the Continued**
13 **Operations of the Business.**

14 Pursuant to Section 363(c)(2), the Court may authorize the debtor to use a secured
15 creditor's cash collateral if the Court determines that the secured creditor is adequately
16 protected. *Pistole v. Mellor (In re Mellor)*, 734 F.2d 1396, 1400 (9th Cir. 1984). See also
17 *O'Connor, supra*, 808 F.2d at 1398; *McCombs Properties VI, Ltd. v. First Texas Savings*
18 *Association (In re McCombs Properties VI, Ltd.)*, 88 B.R. 261, 265 (Bankr. C.D. Cal.
19 1988). In ordinary circumstances, a secured creditor is to be protected against a decrease
20 in value which directly affects the secured creditor's interest in its collateral. See *United*
21 *Savings Association of Texas v. Timbers of Inwood Forest Associates, Ltd.*, 484 U.S. 365,
22 108 S.Ct. 626, 630, (1988); Section 506(a) of the Bankruptcy Code "limit[s] the secured
23 status of a creditor (i.e., the secured creditor's claim) to the lesser of the [allowed amount
24 of the] claim or the value of the collateral." *McCombs, supra*, 88 B.R. at 266.

25 As a general rule, a debtor may use cash collateral where such use would enhance
26 or preserve the value of the collateral. *In re Stein, supra*, 19 B.R. at 460; see also
27 *McCombs, supra*, 88 B.R. at 267. The Debtor intends to use the cash collateral to operate
28

1 and preserve the business as is set forth in Exhibit "A." The use of cash collateral is
2 essential to continue the ordinary maintenance and operations of the business. Without the
3 use of the cash collateral, the Debtor will be unable to pay the payroll, truck rental, fuel,
4 rent, insurance, taxes and other necessary expenses. As such, unless the Debtor is
5 permitted to use the cash collateral, the value of the business will rapidly diminish.

6
7 **C. In Determining Adequate Protection, The Court Should Promote**
8 **Reorganization.**

9 In determining adequate protection, Courts have stressed the importance of
10 promoting a debtor's reorganization. In *In re O'Connor*, supra, the Tenth Circuit stated:

11 "In this case, Debtors, in the midst of a Chapter 11 proceeding,
12 have proposed to deal with cash collateral for the purpose of
13 enhancing the prospects of reorganization. This quest is the
14 ultimate goal of Chapter 11. Hence, the Debtor's efforts are not
15 only to be encouraged, but also their efforts during the
16 administration of the proceeding are to be measured in light of
17 that quest. Because the ultimate benefit to be achieved by a
18 successful reorganization inures to all the creditors of the
19 estate, a fair opportunity must be given to the Debtors to
20 achieve that end. Thus, while interests of the secured creditor
21 whose property rights are of concern to the court, the interests
22 of all other creditors also have bearing upon the question of
23 whether use of cash collateral shall be permitted during the
24 early stages of administration."

25 808 F.2d at 1937.

26 In order to promote Debtor's reorganization, the Court should grant the relief
27 requested herein. The Debtor has demonstrated herein that the use of the cash collateral as
28 proposed by the Debtor will preserve the business for the benefit of this estate and the

1 creditors, specifically including the Secured Creditor. Indeed, a successful reorganization
2 depends upon the use of cash collateral as proposed herein.

3 If at any time the Debtor violates any provision of the order approving this Motion,
4 Citizens Bank may give written notice of such the default to Debtor's counsel. If the
5 Debtor fails to cure the default with fourteen (14) days of said notice, Citizens Bank shall
6 be entitled to a hearing requesting relief from the automatic stay pursuant to 11 U.S.C.
7 §362 on an expedited basis.

8 In order to promote Debtor's reorganization, the Court should grant the relief
9 requested herein. Debtor has demonstrated that the use of cash collateral as proposed by it
10 will preserve the property for the benefit of this estate and the creditors, specifically
11 including Citizens Bank. Indeed, a successful reorganization depends upon the use of cash
12 collateral as proposed herein.

13
14 **V. CONCLUSION**

15 WHEREFORE, Debtor respectfully requests that the Court enter its Order
16 authorizing it to use cash collateral on the terms and conditions described herein and the
17 exhibits thereto, and granting such other and further relief as is just and proper under the
18 circumstances.

19 Dated: July 31, 2017

SIMON RESNIK HAYES LLP

20
21 **By: /s/ M. Jonathan Hayes**
22 **M. Jonathan Hayes**
23 *Proposed Attorneys for Debtor*
24 *Base Architecture Planning & Engr., Inc.*

DECLARATION OF MICHAEL H. ANDERSON

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I, Michael H. Anderson, declare as follows:

1. I am the Chief Executive Officer and custodian of records of Base Architecture Planning & Engr., Inc. the Debtor (the “Debtor”) in this Chapter 11 case. I am authorized to make decisions for the Debtor. I am over the age of eighteen (18). I have personal knowledge of the facts set forth herein, and if called as a witness, I could and would testify competently with respect thereto. Where facts are alleged upon information and belief, I believe them to be true.

2. Base Architecture Planning & Engr, Inc. (the “Debtor” or “Base”), filed its voluntary chapter 11 petition on July 14, 2017. The Debtor is operating its business and managing its financial affairs as a Debtor-in-Possession pursuant to §§1107 and 1108 of the Bankruptcy Code.

3. The Debtor is a California corporation which provides architectural services to its customers. Its website is <http://base-ae.com>. BASE is an urban design, architecture, planning and civil engineering firm, established in 2003 in Los Angeles. It has offices in Los Angeles near LAX and additional offices in San Diego and Philadelphia (“executive suite” office only). BASE provides architectural design, urban design, master planning, ADA compliance, sustainable design, LEED certification and construction support.

4. BASE employs over 12 licensed architects, urban planners and civil engineers. The majority of the firm’s licensed architects are LEED Accredited Professionals, dedicated to sustainable design. We have extensive experience in the design and construction of airport facilities, transit and transportation project, schools and higher education, residential, office and commercial, municipal and civic facilities, as well as complete streets and site civil development. BASE also helps owners maintain their ADA/accessibility compliance through its proprietary ADA compliance software, and facilities surveying expertise.

1 5. The Debtor has 22 active contracts with different property owners and or
2 governmental agencies. It expects to assume all of those contracts. The Debtor does not
3 have any meaningful breaches of the contracts which would require a cure as part of an
4 assumption of the contract. The most immediate reason for the chapter 11 bankruptcy
5 filing was the issuance of a Judgment against the Debtor for approximately \$70,000 on
6 May 25, 2017. The judgment is in favor of a creditor Alta Planning & Design, Inc.
7 Management of the Debtor had spent significant time and legal fees defending that action
8 which took away time running the business.

9 6. On the Petition date, the Debtor had approximately \$10,000 in its bank
10 accounts. It also had approximately \$144,000 of Accounts Receivable. Finally the Debtor
11 estimates that it had about \$250,000 of “work-in-process” (“WIP”) meaning work that it
12 had done for its clients that it had not yet billed. The WIP all relates to clients of the
13 Debtor pursuant to existing contracts for various projects.

14 7. The Debtor owes secured creditor Citizens National Bank approximately
15 \$211,000. It also owes the Internal Revenue Service (“IRS”) approximately \$500,000.
16 Both secured creditors appear to have a blanket lien on all assets of the Debtor, with
17 Citizens Bank being senior to the IRS. Citizens Bank also has the personal guarantee of
18 the Debtor’s primary shareholder Michael H. Anderson as well as a lien on real properties
19 located at 1002 s. Burnside Avenue Unit 202 Los Angeles, CA 90019 and 5383 Stillwater
20 Drive Los Angeles, CA 90008. These properties have more than \$400,000 of equity after
21 senior liens.

22 8. The WIP has little to no value if the Debtor ceases operations as virtually all
23 of the clients would make offset claims against the Debtor for the remaining work that has
24 yet to be performed.

25 9. We also had a loss of funds and other assets which it blames on a former
26 partner. The Debtor was in dire need of a cooling off period where management could
27 focus on the business rather than spend all of its time trying to figure out how to pay
28 creditors.

1 10. I prepared the budget attached as Exhibit "A," along with the help of Mr.
2 Hayes. I believe that the expenses described therein represent those expenses that the
3 Debtor must pay in August, September and October 2017 in order to maintain its business
4 operations.

5 11. In order to continue the operation of the business, the Debtor must be
6 authorized to use cash collateral to pay the ordinary and necessary operating expenses. If
7 our ability to use cash collateral is interrupted, the Debtor will be unable to pay its
8 employees and consultants and will have to shut down soon. The Debtor's business, and
9 the Debtor's prospects for a successful reorganization, will end.

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

12 Executed on July 31, 2017, at Los Angeles, California.

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15 SEE NEXT PAGE

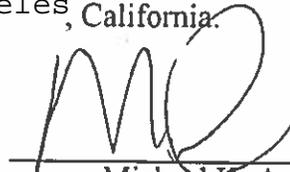
16 _____
17 Michael H. Anderson
18 *Declarant*

1 10. I prepared the budget attached as Exhibit "A," along with the help of Mr.
2 Hayes. I believe that the expenses described therein represent those expenses that the
3 Debtor must pay in August, September and October 2017 in order to maintain its business
4 operations.

5 11. In order to continue the operation of the business, the Debtor must be
6 authorized to use cash collateral to pay the ordinary and necessary operating expenses. If
7 our ability to use cash collateral is interrupted, the Debtor will be unable to pay its
8 employees and consultants and will have to shut down soon. The Debtor's business, and
9 the Debtor's prospects for a successful reorganization, will end.

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

12 Executed on July 31, 2017, at Los Angeles, California.

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17 Michael H. Anderson
18 *Declarant*

EXHIBIT A

	August	Sept	Oct
Income	130,000	135,000	140,000
Total Income	130,000	135,000	140,000
Billable Costs	32,500	33,750	35,000
Non-Billable Costs	27,128	28,378	29,628
Gross Margin	70,372	72,872	75,372
<i>Monthly Expenses</i>			
Payroll -Executive	19,000	19,000	19,000
Payroll - Indirect Labor	5,372	5,372	5,372
Payroll taxes	7,000	7,000	7,000
Health Ins	3,800	3,800	3,800
Workers Comp	1,551	1,551	1,551
Other Emp Benefits			
Total Payroll	36,723	36,723	36,723
Other Employee Exps			
Recruitment	0	0	0
Outside Services	8,000	8,000	8,000
Rent	3,127	3,127	3,127
Rent San Diego	483	483	483
Accounting	5,200	5,200	5,200
Auto and Truck Exp	200	200	200
Bank Charges	200	200	200
Marketing	500	500	500
Prof. Liability Insur	6,689	6,689	6,689
Comm'l Insurance	203	203	203
Car insurance	400	400	400
Postage	500	500	500
Printing	350	350	350
Computer Software	250	250	250
Computer Services	1,021	1,021	1,021
Supplies	200	200	200
Telephone	1,250	1,250	1,250
Travel	500	500	500
Parking	150	150	150
Other	2,000	2,000	2,000
Total Expenses	67,946	67,946	67,946
Total Monthly Net Income	2,426	4,926	7,426

PROOF OF SERVICE OF DOCUMENT

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I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding.
My business address is: **15233 Ventura Blvd., Suite 250, Sherman Oaks, CA 91403.**

A true and correct copy of the foregoing document entitled **NOTICE OF MOTION AND MOTION FOR AUTHORITY TO USE CASH COLLATERAL; MEMORANDUM OF POINTS AND AUTHORITIES; DECLARATION OF MICHAEL H. ANDERSON IN SUPPORT THEREOF** be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner indicated below:

I. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING

(“NEF”) – Pursuant to controlling General Order(s) and Local Bankruptcy Rule(s) (“LBR”), the foregoing document will be served by the court via NEF and hyperlink to the document. On **7/31/2017** I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following person(s) are on the Electronic Mail Notice List to receive NEF transmission at the email address(es) indicated below:

- **M Jonathan Hayes** jhayes@srhlawfirm.com,
roksana@srhlawfirm.com; matthew@srhlawfirm.com; rosarioz@srhlawfirm.com
mjfisher@srhlawfirm.com; maria@srhlawfirm.com; jhayesecf@gmail.com
- **United States Trustee (LA)** ustpreion16.la.ecf@usdoj.gov
- **Hatty K Yip** hatty.yip@usdoj.gov

II. SERVED BY U.S. MAIL: On **7/31/2017** I served the following person(s) and/or entity(ies) at the last known address(es) in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States Mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

SECURED CREDITORS SERVED VIA CERTIFIED MAIL

Citizen’s Business Bank

Entity Address from Schedules:

Citizen’s Business Bank
701 North Haven Ave.
Ontario, CA 91764

Entity Address from POC:

None.

Entity Main Address from California Secretary of State Website:

Citizen’s Business Bank
701 North Haven Ave.
Ontario, CA 91764

Entity’s Agent for Service of Process per California Secretary of State Website:

Citizen’s Business Bank

1 c/o Myrna L. Di Santo
Agent for Service of Process
701 North Haven Ave.
Ontario, CA 91764

2 **Entity Main Address from its Website:**

3 Citizen's Business Bank
4 701 North Haven Ave.
Ontario, CA 91764

5 **Entity Officer Name and Address:**

6 Citizen's Business Bank
7 Christopher D. Myers, President and CEO
701 North Haven Ave.
8 Ontario, CA 91764

9 **Entity Main Address from FDIC Website:**

10 None.

11 *Internal Revenue Service*

12
13 Internal Revenue Service
Department of Treasury
14 Ogden, UT 84201

15 Internal Revenue Service
PO Box 7346
16 Philadelphia, PA 19101

17 Attorney General
United States Department of Justice
18 Ben Franklin Station
P. O. Box 683
19 Washington, DC 20044

20 Civil Process Clerk
United States Attorney's Office
21 Federal Building, Room 7516
300 North Los Angeles Street
22 Los Angeles, CA 90012

23 **REMAINING PARTIES SERVED VIA U.S. MAIL:**

24
25 Hon. Ernest M. Robles
U.S. Bankruptcy Court
26 Central District – LA Branch
255 E. Temple Street, Suite 1560
27 Los Angeles, CA 90012

28 Base Architecture Planning & Engr Inc.

9841 Airport Bl. #822
Los Angeles, CA 90045-5420

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ALL CREDITORS:

Accounting Concepts, Inc
715 Newtown Road
Berwyn, PA 19312-2020

Airport Holdings LO
P.O. Bos 511506
Los Angeles, CA 90010

Alta Planning & Design
711 SE Grand Avenue
Portland, OR 97214-2217

Building Solutions Group
1139 Westminster Avenue, Unit #A
Alhambra, CA 91803-1253

Capital Impact Group, LLC
134 West State Street
Trenton, NJ 08608-1102

e-Cube, Inc.
c/o Madhu S. Pandey
1900 Folsom Street, Suite 109
Boulder, CO 80302

Employment Development Dept.
PO Box 826806
Sacramento, CA 94206-0001

Guerrini Law Firm Client
106 South Mentor Ave., Suite 150
Pasadena, CA 91106-2951

Heffler Advisors
1515 Market Street, Suite 1700
Philadelphia, PA 19102-1926

HFL Law Group LLP
16633 Ventura Blvd., Suite 1425
Encino, CA 91436-1811

HNTB Corporation
Attn: Terrie Breit
200 E. Sandpointe Ave., Ste. 200
Santa Ana, CA 92707

Miyamoto International
1450 Halyard Dr., Suite One
West Sacramento, CA 95691-5001

Pugliese Associates

2205 Strawberry Square
Harrisburg, PA 17101-1801

Selbert Perkin Design
432 Culver Blvd.
Playa Del Rey, CA 90293-7706

Syska Hennessy
800 Coporate Pointe, Suite 200
Culver City, CA 90230-7657

Thomas L. Webster
1500 Market Street, 12th Floor- East
Tower
Philadelphia, PA 19102-2100

TTG Engineers
300 North Lake Avenue, 14th Floor
Pasadena, CA 91101-4164

Wyle Laboratories
PO Box 75507
Baltimore, MD 21275-5507

1 **III. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE**
2 **TRANSMISSION OR EMAIL** (indicate method for each person or entity served):
3 Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on **7/31/2017** I served the following
4 person(s) and/or entity(ies) by personal delivery, overnight mail service, or (for those who
5 consented in writing to such service method), by facsimile transmission and/or email as
6 follows. Listing the judge here constitutes a declaration that personal delivery on the judge
7 will be completed no later than 24 hours after the document is filed.

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

6	7/31/2017	Ja’Nita Fisher	/s/ Ja’Nita Fisher
7	<i>Date</i>	<i>Type Name</i>	<i>Signature</i>

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