

United States Bankruptcy Court
District of Nevada

In re:
RED ROSE, INC.
Debtor

Case No. 20-12814-mkn
Chapter 11

CERTIFICATE OF NOTICE

District/off: 0978-2
Date Rcvd: Mar 25, 2021

User: youngbloo
Form ID: pdf928

Page 1 of 11
Total Noticed: 1

The following symbols are used throughout this certificate:

Symbol Definition

+ Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Mar 27, 2021:

Recip ID	Recipient Name and Address
aty	+ LORI E. EROPKIN, 15303 VENTURA BLVD., STE 1650, SHERMAN OAKS, CA 91403-6620

TOTAL: 1

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI).

NONE

BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, *duplicate of an address listed above, *P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

NONE

NOTICE CERTIFICATION

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Mar 27, 2021

Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on March 25, 2021 at the address(es) listed below:

Name	Email Address
AARON T. CAPPS	on behalf of Creditor RAMPART CONSTRUCTION COMPANY LLC acapps@slatesharwell.com
AARON T. CAPPS	on behalf of Creditor RAMPART MULTIFAMILY LLC acapps@slatesharwell.com
ACE C VAN PATTEN	on behalf of Interested Party PULTE HOMES OF CALIFORNIA INC. avp@tblaw.com, nvbk@tblaw.com
ACE C VAN PATTEN	on behalf of Interested Party PULTE HOME COMPANY LLC avp@tblaw.com, nvbk@tblaw.com
ADAM B. STIRRUP	on behalf of Creditor RAQUEL CHESTER abs@bplaw-inc.com bh@bplaw-inc.com;mls@bplaw-inc.com
ALLYSON R. JOHNSON	on behalf of Creditor ICON RENO PROPERTY OWNER POOL 3 NEVADA LLC allyson@sylvesterpolednak.com,

District/off: 0978-2
Date Rcvd: Mar 25, 2021

User: youngbloo
Form ID: pdf928

Page 2 of 11
Total Noticed: 1

kellye@sylvesterpolednak.com

AMANDA M. PERACH

on behalf of Creditor LEAF CAPITAL FUNDING LLC aperach@mcdonalddcarano.com, kkim@mcdonalddcarano.com

AMY N. TIRRE

on behalf of Creditor MARIA MELO amy@amytirrelaw.com admin@amytirrelaw.com

AMY N. TIRRE

on behalf of Creditor MANUEL MELO amy@amytirrelaw.com admin@amytirrelaw.com

AMY N. TIRRE

on behalf of Creditor RYAN GARCIA amy@amytirrelaw.com admin@amytirrelaw.com

BART K. LARSEN

on behalf of Creditor DURABLE STRUCTURES LTD. BLARSEN@SHEA.LAW, 3542839420@filings.docketbird.com

BART K. LARSEN

on behalf of Creditor SOLARWORLD AMERICAS INC. BLARSEN@SHEA.LAW, 3542839420@filings.docketbird.com

BART K. LARSEN

on behalf of Creditor SILFAB SOLAR USA INC. BLARSEN@SHEA.LAW 3542839420@filings.docketbird.com

BLAKELEY E. GRIFFITH

on behalf of Creditor TAYLOR MORRISON COMMUNITIES INC. bgriffith@swlaw.com,
docket_las@swlaw.com;gkim@swlaw.com;jmath@swlaw.com;jstevenson@swlaw.com;mfull@swlaw.com

BRADLEY G SIMS

on behalf of Creditor LEISURE TOWN HOME ASSOCIATION bsims@houmandlaw.com jhoumand@houmandlaw.com

BRENOCH R WIRTHLIN

on behalf of Interested Party BEAZER HOMES TEXAS L.P. bwirthlin@hutchlegal.com,
dkelley@hutchlegal.com;jlinder@hutchlegal.com

BRENOCH R WIRTHLIN

on behalf of Interested Party BEAZER HOMES HOLDINGS LLC bwirthlin@hutchlegal.com,
dkelley@hutchlegal.com;jlinder@hutchlegal.com

BRENOCH R WIRTHLIN

on behalf of Creditor BEAZER HOMES HOLDING LLC bwirthlin@hutchlegal.com,
dkelley@hutchlegal.com;jlinder@hutchlegal.com

BRETT A. AXELROD

on behalf of Debtor JAMES PETERSEN INDUSTRIES INC. baxelrod@foxrothschild.com,
pchlum@foxrothschild.com;mwilson@foxrothschild.com

BRETT A. AXELROD

on behalf of Defendant SONOMA ROOFING SERVICES INC. baxelrod@foxrothschild.com,
pchlum@foxrothschild.com;mwilson@foxrothschild.com

BRETT A. AXELROD

on behalf of Jnt Admin Debtor SOLAR 4 AMERICA INC. baxelrod@foxrothschild.com,
pchlum@foxrothschild.com;mwilson@foxrothschild.com

BRETT A. AXELROD

on behalf of Debtor RED ROSE INC. baxelrod@foxrothschild.com, pchlum@foxrothschild.com;mwilson@foxrothschild.com

BRETT A. AXELROD

on behalf of Defendant TD VENTURE FUND LLC baxelrod@foxrothschild.com
pchlum@foxrothschild.com;mwilson@foxrothschild.com

BRETT A. AXELROD

on behalf of Jnt Admin Debtor PETERSENDEAN TEXAS INC. baxelrod@foxrothschild.com,
pchlum@foxrothschild.com;mwilson@foxrothschild.com

BRETT A. AXELROD

on behalf of Defendant ROOFS 4 AMERICA INC. baxelrod@foxrothschild.com,
pchlum@foxrothschild.com;mwilson@foxrothschild.com

BRETT A. AXELROD

on behalf of Jnt Admin Debtor TRI-VALLEY SUPPLY INC. baxelrod@foxrothschild.com,
pchlum@foxrothschild.com;mwilson@foxrothschild.com

BRETT A. AXELROD

on behalf of Plaintiff JAMES PETERSEN INDUSTRIES INC. baxelrod@foxrothschild.com,
pchlum@foxrothschild.com;mwilson@foxrothschild.com

BRETT A. AXELROD

on behalf of Debtor ROOFS 4 AMERICA INC. baxelrod@foxrothschild.com,
pchlum@foxrothschild.com;mwilson@foxrothschild.com

BRETT A. AXELROD

on behalf of Debtor SONOMA ROOFING SERVICES INC. baxelrod@foxrothschild.com,

District/off: 0978-2
Date Rcvd: Mar 25, 2021

User: youngbloo
Form ID: pdf928

Page 3 of 11
Total Noticed: 1

pchlum@foxrothschild.com;mwilson@foxrothschild.com

BRETT A. AXELROD

on behalf of Defendant PD SOLAR INC. baxelrod@foxrothschild.com, pchlum@foxrothschild.com;mwilson@foxrothschild.com

BRETT A. AXELROD

on behalf of Debtor PETERSENDEAN ROOFING AND SOLAR SYSTEMS INC. baxelrod@foxrothschild.com, pchlum@foxrothschild.com;mwilson@foxrothschild.com

BRETT A. AXELROD

on behalf of Defendant PETERSEN ROOFING AND SOLAR LLC baxelrod@foxrothschild.com pchlum@foxrothschild.com;mwilson@foxrothschild.com

BRETT A. AXELROD

on behalf of Defendant CALIFORNIA EQUIPMENT LEASING ASSOCIATION INC. baxelrod@foxrothschild.com, pchlum@foxrothschild.com;mwilson@foxrothschild.com

BRETT A. AXELROD

on behalf of Debtor PETERSENDEAN HAWAII LLC baxelrod@foxrothschild.com pchlum@foxrothschild.com;mwilson@foxrothschild.com

BRETT A. AXELROD

on behalf of Jnt Admin Debtor FENCES 4 AMERICA INC. baxelrod@foxrothschild.com, pchlum@foxrothschild.com;mwilson@foxrothschild.com

BRETT A. AXELROD

on behalf of Jnt Admin Debtor TD VENTURE FUND LLC baxelrod@foxrothschild.com pchlum@foxrothschild.com;mwilson@foxrothschild.com

BRETT A. AXELROD

on behalf of Plaintiff ROOFS 4 AMERICA INC. baxelrod@foxrothschild.com, pchlum@foxrothschild.com;mwilson@foxrothschild.com

BRETT A. AXELROD

on behalf of Debtor BEACHHEAD ROOFING AND SUPPLY INC. baxelrod@foxrothschild.com, pchlum@foxrothschild.com;mwilson@foxrothschild.com

BRETT A. AXELROD

on behalf of Defendant JAMES PETERSEN INDUSTRIES INC. baxelrod@foxrothschild.com, pchlum@foxrothschild.com;mwilson@foxrothschild.com

BRETT A. AXELROD

on behalf of Debtor PETERSEN-DEAN INC. baxelrod@foxrothschild.com, pchlum@foxrothschild.com;mwilson@foxrothschild.com

BRETT A. AXELROD

on behalf of Defendant PETERSENDEAN TEXAS INC. baxelrod@foxrothschild.com, pchlum@foxrothschild.com;mwilson@foxrothschild.com

BRETT A. AXELROD

on behalf of Debtor SOLAR 4 AMERICA INC. baxelrod@foxrothschild.com, pchlum@foxrothschild.com;mwilson@foxrothschild.com

BRETT A. AXELROD

on behalf of Defendant FENCES 4 AMERICA INC. baxelrod@foxrothschild.com, pchlum@foxrothschild.com;mwilson@foxrothschild.com

BRETT A. AXELROD

on behalf of Defendant PETERSENDEAN ROOFING AND SOLAR SYSTEMS INC. baxelrod@foxrothschild.com, pchlum@foxrothschild.com;mwilson@foxrothschild.com

BRETT A. AXELROD

on behalf of Plaintiff SOLAR 4 AMERICA INC. baxelrod@foxrothschild.com, pchlum@foxrothschild.com;mwilson@foxrothschild.com

BRETT A. AXELROD

on behalf of Defendant PETERSEN-DEAN INC. baxelrod@foxrothschild.com, pchlum@foxrothschild.com;mwilson@foxrothschild.com

BRETT A. AXELROD

on behalf of Defendant PETERSENDEAN HAWAII LLC baxelrod@foxrothschild.com pchlum@foxrothschild.com;mwilson@foxrothschild.com

BRETT A. AXELROD

on behalf of Debtor PETERSEN ROOFING AND SOLAR LLC baxelrod@foxrothschild.com pchlum@foxrothschild.com;mwilson@foxrothschild.com

BRETT A. AXELROD

on behalf of Defendant BEACHHEAD ROOFING AND SUPPLY INC. baxelrod@foxrothschild.com, pchlum@foxrothschild.com;mwilson@foxrothschild.com

BRETT A. AXELROD

on behalf of Jnt Admin Debtor SONOMA ROOFING SERVICES INC. baxelrod@foxrothschild.com,

District/off: 0978-2
Date Rcvd: Mar 25, 2021

User: youngbloo
Form ID: pdf928

Page 4 of 11
Total Noticed: 1

pchlum@foxrothschild.com;mwilson@foxrothschild.com

BRETT A. AXELROD

on behalf of Jnt Admin Debtor PETERSEN ROOFING AND SOLAR LLC baxelrod@foxrothschild.com
pchlum@foxrothschild.com;mwilson@foxrothschild.com

BRETT A. AXELROD

on behalf of Debtor PD SOLAR INC. baxelrod@foxrothschild.com, pchlum@foxrothschild.com;mwilson@foxrothschild.com

BRETT A. AXELROD

on behalf of Defendant RED ROSE INC. baxelrod@foxrothschild.com, pchlum@foxrothschild.com;mwilson@foxrothschild.com

BRETT A. AXELROD

on behalf of Jnt Admin Debtor ROOFS 4 AMERICA INC. baxelrod@foxrothschild.com,
pchlum@foxrothschild.com;mwilson@foxrothschild.com

BRETT A. AXELROD

on behalf of Jnt Admin Debtor CALIFORNIA EQUIPMENT LEASING ASSOCIATION INC. baxelrod@foxrothschild.com,
pchlum@foxrothschild.com;mwilson@foxrothschild.com

BRETT A. AXELROD

on behalf of Defendant SOLAR 4 AMERICA INC. baxelrod@foxrothschild.com,
pchlum@foxrothschild.com;mwilson@foxrothschild.com

BRETT A. AXELROD

on behalf of Plaintiff PETERSENDEAN ROOFING AND SOLAR SYSTEMS INC. baxelrod@foxrothschild.com,
pchlum@foxrothschild.com;mwilson@foxrothschild.com

BRETT A. AXELROD

on behalf of Debtor TRI-VALLEY SUPPLY INC. baxelrod@foxrothschild.com,
pchlum@foxrothschild.com;mwilson@foxrothschild.com

BRETT A. AXELROD

on behalf of Plaintiff PETERSEN-DEAN INC. baxelrod@foxrothschild.com,
pchlum@foxrothschild.com;mwilson@foxrothschild.com

BRETT A. AXELROD

on behalf of Jnt Admin Debtor PETERSENDEAN HAWAII LLC baxelrod@foxrothschild.com
pchlum@foxrothschild.com;mwilson@foxrothschild.com

BRETT A. AXELROD

on behalf of Debtor TD VENTURE FUND LLC baxelrod@foxrothschild.com
pchlum@foxrothschild.com;mwilson@foxrothschild.com

BRETT A. AXELROD

on behalf of Debtor FENCES 4 AMERICA INC. baxelrod@foxrothschild.com,
pchlum@foxrothschild.com;mwilson@foxrothschild.com

BRETT A. AXELROD

on behalf of Jnt Admin Debtor BEACHHEAD ROOFING AND SUPPLY INC. baxelrod@foxrothschild.com,
pchlum@foxrothschild.com;mwilson@foxrothschild.com

BRETT A. AXELROD

on behalf of Debtor CALIFORNIA EQUIPMENT LEASING ASSOCIATION INC. baxelrod@foxrothschild.com,
pchlum@foxrothschild.com;mwilson@foxrothschild.com

BRETT A. AXELROD

on behalf of Debtor PETERSENDEAN TEXAS INC. baxelrod@foxrothschild.com,
pchlum@foxrothschild.com;mwilson@foxrothschild.com

BRETT A. AXELROD

on behalf of Jnt Admin Debtor PETERSENDEAN ROOFING AND SOLAR SYSTEMS INC. baxelrod@foxrothschild.com,
pchlum@foxrothschild.com;mwilson@foxrothschild.com

BRETT A. AXELROD

on behalf of Jnt Admin Debtor PD SOLAR INC. baxelrod@foxrothschild.com,
pchlum@foxrothschild.com;mwilson@foxrothschild.com

BRETT A. AXELROD

on behalf of Jnt Admin Debtor JAMES PETERSEN INDUSTRIES INC. baxelrod@foxrothschild.com,
pchlum@foxrothschild.com;mwilson@foxrothschild.com

BRETT A. AXELROD

on behalf of Defendant TRI-VALLEY SUPPLY INC. baxelrod@foxrothschild.com,
pchlum@foxrothschild.com;mwilson@foxrothschild.com

BRETT A. AXELROD

on behalf of Jnt Admin Debtor PETERSEN-DEAN INC. baxelrod@foxrothschild.com,
pchlum@foxrothschild.com;mwilson@foxrothschild.com

BRIAN D. SHAPIRO

on behalf of Creditor RAMPART MULTIFAMILY LLC brian@brianshapirolaw.com,
kristin@brianshapirolaw.com;connie@brianshapirolaw.com;6855036420@filings.docketbird.com

District/off: 0978-2
Date Rcvd: Mar 25, 2021

User: youngbloo
Form ID: pdf928

Page 5 of 11
Total Noticed: 1

BRIAN D. SHAPIRO

on behalf of Creditor RAMPART CONSTRUCTION COMPANY LLC brian@brianshapirolaw.com, kristin@brianshapirolaw.com;connie@brianshapirolaw.com;6855036420@filings.docketbird.com

BRIAN E HOLTHUS

on behalf of Creditor MIG REAL ESTATE bankruptcy@juww.com
bankruptcy@juwlaw.com;mw@juwlaw.com;kom@juwlaw.com

BRIAN E HOLTHUS

on behalf of Creditor DRY CREEK BUSINESS PARK LLC, A DELAWARE LIMITED LIABILITY COMPANY
bankruptcy@juww.com, bankruptcy@juwlaw.com;mw@juwlaw.com;kom@juwlaw.com

BRIAN E HOLTHUS

on behalf of Interested Party DRY CREEK BUSINESS PARK LLC bankruptcy@juww.com,
bankruptcy@juwlaw.com;mw@juwlaw.com;kom@juwlaw.com

BRIAN R. IRVINE

on behalf of Creditor ARIZONA SOLAR SOLUTIONS LLC, DBA PREMIER SOLAR SOLUTIONS
birvine@dickinsonwright.com,
mreel@dickinsonwright.com;cginstead@dickinsonwright.com;RN_litdocket@dickinsonwright.com

BRYAN M VIELLION

on behalf of Creditor H.G. FENTON PROPERTY COMPANY bviellion@kcnvlaw.com
mmarsh@kcnvlaw.com;cbyrne@kcnvlaw.com;lbubala@kcnvlaw.com

CATHRINE M. CASTALDI

on behalf of Cred. Comm. Chair THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS ccastaldi@brownrudnick.com

CHARLES E. GIANELLONI

on behalf of Creditor TAYLOR MORRISON COMMUNITIES INC. cgianelloni@swlaw.com,
jmath@swlaw.com;mfull@swlaw.com;jstevenson@swlaw.com;docket_las@swlaw.com

CONNOR H. SHEA

on behalf of Defendant DIVINITY HOMES INC. cshea@bhfs.com, wcosby@bhfs.com

CONNOR H. SHEA

on behalf of Creditor STERLING NATIONAL BANK cshea@bhfs.com wcosby@bhfs.com

CONNOR H. SHEA

on behalf of Creditor DIVINITY HOMES INC. cshea@bhfs.com, wcosby@bhfs.com

DAVID J. THEISING

on behalf of Creditor THOMPSON THRIFT CONSTRUCTION INC. dtheising@harrisonmoberly.com

DAWN M. CICA

on behalf of Interested Party TRICIA PETERSEN dcica@carlyoncica.com
nrodriguez@carlyoncica.com;crobertson@carlyoncica.com;dmcica@gmail.com;dcica@carlyoncica.com;tosteen@carlyoncica.com;3342887420@filings.docketbird.com

DAWN M. CICA

on behalf of Interested Party JIM PETERSEN dcica@carlyoncica.com
nrodriguez@carlyoncica.com;crobertson@carlyoncica.com;dmcica@gmail.com;dcica@carlyoncica.com;tosteen@carlyoncica.com;3342887420@filings.docketbird.com

DOROTEYA WOZNAK

on behalf of Interested Party BEAZER HOMES TEXAS L.P. dwozniak@jamesbatesllp.com

DOROTEYA WOZNAK

on behalf of Interested Party BEAZER HOMES HOLDINGS LLC dwozniak@jamesbatesllp.com

EDWARD M. MCDONALD

on behalf of U.S. Trustee U.S. TRUSTEE - LV - 11 edward.m.mcdonald@usdoj.gov

ELIZABETH A. HIGH

on behalf of Interested Party MICHAEL G KASOLAS e.high@lee-high.com e.dendary@lee-high.com;sramos@lee-high.com

ELIZABETH E. STEPHENS

on behalf of Creditor 220 LALO PLACE LLC stephens@sullivanhill.com
hill@sullivanhill.com;dabbieri@sullivanhill.com;bkstaff@sullivanhill.com;stephens@ecf.courtdrive.com;Hawkins@sullivanhill.com

ELIZABETH E. STEPHENS

on behalf of Creditor JAMES WHITCOMB stephens@sullivanhill.com
hill@sullivanhill.com;dabbieri@sullivanhill.com;bkstaff@sullivanhill.com;stephens@ecf.courtdrive.com;Hawkins@sullivanhill.com

ELIZABETH E. STEPHENS

on behalf of Creditor HALEAKALA SOLAR INC. stephens@sullivanhill.com,
hill@sullivanhill.com;dabbieri@sullivanhill.com;bkstaff@sullivanhill.com;stephens@ecf.courtdrive.com;Hawkins@sullivanhill.com

ELIZABETH E. STEPHENS

on behalf of Creditor HALAWA HOUSE OF THE SUN LLC stephens@sullivanhill.com

District/off: 0978-2
Date Rcvd: Mar 25, 2021

User: youngbloo
Form ID: pdf928

Page 6 of 11
Total Noticed: 1

hill@sullivanhill.com;dabbieri@sullivanhill.com;bkstaff@sullivanhill.com;stephens@ecf.courtdrive.com;Hawkins@sullivanhill.com

GREGORY E GARMAN

on behalf of Interested Party ACF FINCO I LP ggarman@gtg.legal bknotices@gtg.legal

GREGORY E GARMAN

on behalf of Creditor ACF FINCO I LP ggarman@gtg.legal bknotices@gtg.legal

J. NATHAN OWENS

on behalf of Creditor PULTE HOME CORPORATION Nathan.Owens@ndlf.com
Yolanda.Nance@ndlf.com;Benita.Fortenberry@ndlf.com;Sue.Peterson@ndlf.com

J. NATHAN OWENS

on behalf of Creditor BLUE WATER - DUPONT LLC Nathan.Owens@ndlf.com,
Yolanda.Nance@ndlf.com;Benita.Fortenberry@ndlf.com;Sue.Peterson@ndlf.com

J. NATHAN OWENS

on behalf of Creditor CENTEX HOMES Nathan.Owens@ndlf.com
Yolanda.Nance@ndlf.com;Benita.Fortenberry@ndlf.com;Sue.Peterson@ndlf.com

JAMES D. GREENE

on behalf of Creditor JOHN MOURIER CONSTRUCTION INC. jgreene@greeneinfusolaw.com,
fritchie@greeneinfusolaw.com;kfarney@greeneinfusolaw.com;cwaltan@greeneinfusolaw.com

JAMES D. GREENE

on behalf of Creditor JOHN MOURIER CONSTRUCTION jgreene@greeneinfusolaw.com
fritchie@greeneinfusolaw.com;kfarney@greeneinfusolaw.com;cwaltan@greeneinfusolaw.com

JAMES P. HILL

on behalf of Creditor 220 LALO PLACE LLC hill@shlaw.com hill@sullivanhill.com

JAMES P. HILL

on behalf of Creditor JAMES WHITCOMB hill@shlaw.com hill@sullivanhill.com

JAMES P. HILL

on behalf of Creditor HALEAKALA SOLAR INC. hill@shlaw.com, hill@sullivanhill.com

JAMES P. HILL

on behalf of Creditor HALAWA HOUSE OF THE SUN LLC hill@shlaw.com hill@sullivanhill.com

JAMES PATRICK SHEA

on behalf of Creditor DURABLE STRUCTURES LTD. jshea@shea.law, blarsen@shea.law;support@shea.law

JAMIE COMBS

on behalf of Creditor FIRST REPUBLIC BANK jamie.combs@akerman.com
akermanlas@akerman.com;elizabeth.streible@akerman.com

JAMIE P. DREHER

on behalf of Creditor VALERIE SERRATO jdreher@downeybrand.com mfrazier@downeybrand.com

JAMIE P. DREHER

on behalf of Attorney Paul Gaus jdreher@downeybrand.com mfrazier@downeybrand.com

JAMIE P. DREHER

on behalf of Creditor PETER SERRATO jdreher@downeybrand.com mfrazier@downeybrand.com

JAMIE P. DREHER

on behalf of Creditor ERIN CLARK jdreher@downeybrand.com mfrazier@downeybrand.com

JEANETTE E. MCPHERSON

on behalf of Creditor ARROYO / LIVERMORE BUSINESS PARK LP bkfilings@s-mlaw.com

JEANETTE E. MCPHERSON

on behalf of Creditor PELL DEVELOPMENT COMPANY INC. bkfilings@s-mlaw.com

JEFFREY D. CAWDREY

on behalf of Creditor BROWN CONSTRUCTION INC. jcawdrey@grsm.com, sdurazo@grsm.com;madeyemo@grsm.com

JENNIFER L. KNEELAND

on behalf of Creditor ARGONAUT INSURANCE COMPANY jkneeland@watttieder.com

JOHN P DILLMAN

on behalf of Creditor HARRIS COUNTY houston_bankruptcy@lgbs.com

JUSTIN J. HENDERSON

on behalf of Creditor LAGUNA COUNTRY MART LTD. jhenderson@lrrc.com,
cscruggs@lrrc.com,justin-henderson-8499@ecf.pacerpro.com

L. EDWARD HUMPHREY

on behalf of Interested Party SOMERSET CHASE HOMEOWNERS ASSOCIATION INC. ed@hlawnv.com,
patrick@hlawnv.com

District/off: 0978-2
Date Rcvd: Mar 25, 2021

User: youngbloo
Form ID: pdf928

Page 7 of 11
Total Noticed: 1

LARS EVENSEN

on behalf of Creditor STRATEGIC CONSTRUCTION LTD. lkevensen@hollandhart.com
cabowman@hollandhart.com;krcole@hollandhart.com

LOUIS M. BUBALA, III

on behalf of Creditor LENNAR HOMES OF CALIFORNIA INC. lbubala@kcnvlaw.com,
mmarsh@kcnvlaw.com;cbrimm@kcnvlaw.com

LOUIS M. BUBALA, III

on behalf of Creditor LENNAR HOMES LLC lbubala@kcnvlaw.com, mmarsh@kcnvlaw.com;cbrimm@kcnvlaw.com

LOUIS M. BUBALA, III

on behalf of Creditor ARGONAUT INSURANCE COMPANY lbubala@kcnvlaw.com
mmarsh@kcnvlaw.com;cbrimm@kcnvlaw.com

LOUIS M. BUBALA, III

on behalf of Creditor LENNAR ARIZONA CONSTRUCTION INC. lbubala@kcnvlaw.com,
mmarsh@kcnvlaw.com;cbrimm@kcnvlaw.com

MARGUERITE LEE DEVOLL

on behalf of Creditor ARGONAUT INSURANCE COMPANY mdevoll@watttieder.com

MARK F. ROACH

on behalf of Creditor D.R. HORTON INC. mark.roach@knchlaw.com

MARK M. WEISENMILLER

on behalf of Creditor ACF FINCO I LP mweisenmiller@gtg.legal bknotices@gtg.legal

MARK M. WEISENMILLER

on behalf of Interested Party ACF FINCO I LP mweisenmiller@gtg.legal bknotices@gtg.legal

MARK S BOSTICK

on behalf of Interested Party MICHAEL G KASOLAS mbostick@wendel.com bankruptcy@wendel.com

MARY LANGSNER

on behalf of Interested Party SOLARJUICE AMERICAN INC. mlangsner@nevadafirm.com,
oswibies@nevadafirm.com;apestonit@nevadafirm.com;rholley@nevadafirm.com

MATTHEW C. ZIRZOW

on behalf of Debtor RED ROSE INC. mzirzow@lzlawnv.com,
carey@lzlawnv.com;trish@lzlawnv.com;allison@lzlawnv.com;zirzow.matthewc.r99681@notify.bestcase.com

MATTHEW C. ZIRZOW

on behalf of Jnt Admin Debtor PETERSEN-DEAN INC. mzirzow@lzlawnv.com,
carey@lzlawnv.com;trish@lzlawnv.com;allison@lzlawnv.com;zirzow.matthewc.r99681@notify.bestcase.com

MATTHEW C. ZIRZOW

on behalf of Creditor AMERICAN BUILDERS & CONTRACTORS SUPPLY CO. INC. mzirzow@lzlawnv.com,
carey@lzlawnv.com;trish@lzlawnv.com;allison@lzlawnv.com;zirzow.matthewc.r99681@notify.bestcase.com

MATTHEW C. ZIRZOW

on behalf of Jnt Admin Debtor PETERSENDEAN TEXAS INC. mzirzow@lzlawnv.com,
carey@lzlawnv.com;trish@lzlawnv.com;allison@lzlawnv.com;zirzow.matthewc.r99681@notify.bestcase.com

MATTHEW C. ZIRZOW

on behalf of Jnt Admin Debtor PETERSENDEAN ROOFING AND SOLAR SYSTEMS INC. mzirzow@lzlawnv.com,
carey@lzlawnv.com;trish@lzlawnv.com;allison@lzlawnv.com;zirzow.matthewc.r99681@notify.bestcase.com

MATTHEW C. ZIRZOW

on behalf of Jnt Admin Debtor PD SOLAR INC. mzirzow@lzlawnv.com,
carey@lzlawnv.com;trish@lzlawnv.com;allison@lzlawnv.com;zirzow.matthewc.r99681@notify.bestcase.com

MATTHEW C. ZIRZOW

on behalf of Jnt Admin Debtor PETERSEN ROOFING AND SOLAR LLC mzirzow@lzlawnv.com
carey@lzlawnv.com;trish@lzlawnv.com;allison@lzlawnv.com;zirzow.matthewc.r99681@notify.bestcase.com

MATTHEW C. ZIRZOW

on behalf of Creditor AMERICAN BUILDERS & CONTRACTORS SUPPLY CO. INC., DBA ABC SUPPLY CO., INC.
mzirzow@lzlawnv.com,
carey@lzlawnv.com;trish@lzlawnv.com;allison@lzlawnv.com;zirzow.matthewc.r99681@notify.bestcase.com

MATTHEW I KRAMER

on behalf of Interested Party FREESE JOHNSON LLC mkramer@wwhgd.com

MICHAEL GERARD FLETCHER

on behalf of Interested Party ZIONS BANCORPORATION N.A., DBA CALIFORNIA BANK & TRUST
mfletcher@frandzel.com, sking@frandzel.com

MICHAEL I GOTTFRIED

on behalf of Creditor ENTERPRISE FLEET MANAGEMENT INC. MGottfried@elkinskalt.com,
AAburto@elkinskalt.com;MYuen@elkinskalt.com

MICHAEL R. BROOKS

District/off: 0978-2
Date Rcvd: Mar 25, 2021

User: youngbloo
Form ID: pdf928

Page 8 of 11
Total Noticed: 1

on behalf of Creditor BEACON ROOFING mbrooks@hutchlegal.com jversoza@hutchlegal.com

MICHAEL R. BROOKS

on behalf of Creditor BEACON SALES ACQUISITION Inc. mbrooks@hutchlegal.com, jversoza@hutchlegal.com

MONIQUE D JEWETT-BREWSTER

on behalf of Creditor INDEPENDENT ELECTRIC SUPPLY mjb@hopkinscarley.com eamaro@hopkinscarley.com

MONIQUE D JEWETT-BREWSTER

on behalf of Creditor ONE SOURCE DISTRIBUTORS LLC mjb@hopkinscarley.com, eamaro@hopkinscarley.com

NANCY J NEWMAN

on behalf of Creditor DEACON CONSTRUCTION LLC nnewman@hansonbridgett.com

NATALIE L. WINSLOW

on behalf of Creditor FIRST REPUBLIC BANK natalie.winslow@akerman.com
ariel.stern@akerman.com;akermanlas@akerman.com;erin.abugow@akerman.com

OGONNA M. BROWN

on behalf of Interested Party THOMPSON THRIFT OBrown@lrrc.com
KPimentel@lrrc.com,ogonna-brown-4984@ecf.pacerpro.com

PAMELA J. SCHOLEFIELD

on behalf of Creditor ONE SOURCE DISTRIBUTORS LLC pam@construction-laws.com

PAMELA J. SCHOLEFIELD

on behalf of Creditor INDEPENDENT ELECTRIC SUPPLY pam@construction-laws.com

PATRICK F. WELCH

on behalf of Creditor HANOVER INSURANCE COMPANY pwelch@jsslaw.com

PATRICK M SNEED

on behalf of Creditor SRS DISTRIBUTION INC. DBA ROOFLINE SUPPLY & DELIVERY psneed@dpslegal.com
snagel@dpslegal.com

PETER C BROWN

on behalf of Debtor RED ROSE INC. cholt@bremerwhyte.com;holtcr76188@notify.bestcase.com;areynolds@bremerwhyte.com

PETER J ROBERTS

on behalf of Jnt Admin Debtor PETERSEN ROOFING AND SOLAR LLC proberts@cozen.com
peter-roberts-1301@ecf.pacerpro.com

PETER J ROBERTS

on behalf of Jnt Admin Debtor PETERSENDEAN ROOFING AND SOLAR SYSTEMS INC. proberts@cozen.com,
peter-roberts-1301@ecf.pacerpro.com

PETER J ROBERTS

on behalf of Jnt Admin Debtor FENCES 4 AMERICA INC. proberts@cozen.com, peter-roberts-1301@ecf.pacerpro.com

PETER J ROBERTS

on behalf of Jnt Admin Debtor JAMES PETERSEN INDUSTRIES INC. proberts@cozen.com,
peter-roberts-1301@ecf.pacerpro.com

PETER J ROBERTS

on behalf of Jnt Admin Debtor ROOFS 4 AMERICA INC. proberts@cozen.com, peter-roberts-1301@ecf.pacerpro.com

PETER J ROBERTS

on behalf of Jnt Admin Debtor PETERSEN-DEAN INC. proberts@cozen.com, peter-roberts-1301@ecf.pacerpro.com

PETER J ROBERTS

on behalf of Jnt Admin Debtor PETERSENDEAN TEXAS INC. proberts@cozen.com, peter-roberts-1301@ecf.pacerpro.com

PETER J ROBERTS

on behalf of Jnt Admin Debtor TRI-VALLEY SUPPLY INC. proberts@cozen.com, peter-roberts-1301@ecf.pacerpro.com

PETER J ROBERTS

on behalf of Jnt Admin Debtor BEACHHEAD ROOFING AND SUPPLY INC. proberts@cozen.com,
peter-roberts-1301@ecf.pacerpro.com

PETER J ROBERTS

on behalf of Jnt Admin Debtor SOLAR 4 AMERICA INC. proberts@cozen.com, peter-roberts-1301@ecf.pacerpro.com

PETER J ROBERTS

on behalf of Debtor RED ROSE INC. proberts@cozen.com, peter-roberts-1301@ecf.pacerpro.com

PETER J ROBERTS

on behalf of Jnt Admin Debtor TD VENTURE FUND LLC proberts@cozen.com peter-roberts-1301@ecf.pacerpro.com

PETER J ROBERTS

on behalf of Jnt Admin Debtor PD SOLAR INC. proberts@cozen.com, peter-roberts-1301@ecf.pacerpro.com

PETER J ROBERTS

on behalf of Jnt Admin Debtor PETERSENDEAN HAWAII LLC proberts@cozen.com peter-roberts-1301@ecf.pacerpro.com

District/off: 0978-2
Date Rcvd: Mar 25, 2021

User: youngbloo
Form ID: pdf928

Page 9 of 11
Total Noticed: 1

PETER J ROBERTS

on behalf of Jnt Admin Debtor SONOMA ROOFING SERVICES INC. proberts@cozen.com,
peter-roberts-1301@ecf.pacerpro.com

PETER J ROBERTS

on behalf of Jnt Admin Debtor CALIFORNIA EQUIPMENT LEASING ASSOCIATION INC. proberts@cozen.com,
peter-roberts-1301@ecf.pacerpro.com

RALEIGH C. THOMPSON

on behalf of Creditor ARGONAUT INSURANCE COMPANY rthompson@kcnvlaw.com mwestover@kcnvlaw.com

RAMIR M. HERNANDEZ

on behalf of Creditor AFS/IBEX A DIVISION OF METABANK rhernandez@wrightlegal.net,
jcraig@wrightlegal.net;nvbkfiling@wrightlegal.net

REW R. GOODENOW

on behalf of Creditor CALIFORNIA SELF INSURERS SECURITY FUND ecf@parsonsbehle.com
rgoodenow@parsonsbehle.com

RICHARD E. HASKIN

on behalf of Creditor H&E EQUIPMENT SERVICES INC. rhaskin@gibbsgiden.com,
sberry@gibbsgiden.com;dhansen@gibbsgiden.com;rjackson@gibbsgiden.com

RICHARD F. HOLLEY

on behalf of Interested Party SOLARJUICE AMERICAN INC. rholley@nevadafirm.com,
apestonit@nevadafirm.com;oswibies@nevadafirm.com;agandara@nevadafirm.com;mlangsnr@nevadafirm.com

RICHARD F. HOLLEY

on behalf of Creditor DEACON CONSTRUCTION LLC rholley@nevadafirm.com,
apestonit@nevadafirm.com;oswibies@nevadafirm.com;agandara@nevadafirm.com;mlangsnr@nevadafirm.com

RICHARD F. HOLLEY

on behalf of Interested Party ZIONS BANCORPORATION N.A., DBA CALIFORNIA BANK & TRUST
rholley@nevadafirm.com,
apestonit@nevadafirm.com;oswibies@nevadafirm.com;agandara@nevadafirm.com;mlangsnr@nevadafirm.com

ROBERT M. CHARLES, JR.

on behalf of Creditor LAGUNA COUNTRY MART LTD. rcharles@lewisroca.com,
BankruptcyNotices@lewisroca.com,robert-charles-1072@ecf.pacerpro.com

ROBERT R. KINAS

on behalf of Creditor J.F. SHEA CO. INC. rkinas@swlaw.com,
jmath@swlaw.com;mfull@swlaw.com;docket_las@swlaw.com;nkanute@swlaw.com;jstevenson@swlaw.com

ROBERT R. KINAS

on behalf of Plaintiff MERITAGE HOMES CORPORATION rkinas@swlaw.com
jmath@swlaw.com;mfull@swlaw.com;docket_las@swlaw.com;nkanute@swlaw.com;jstevenson@swlaw.com

ROBERT R. KINAS

on behalf of Creditor TM HOMES OF ARIZONA INC. rkinas@swlaw.com,
jmath@swlaw.com;mfull@swlaw.com;docket_las@swlaw.com;nkanute@swlaw.com;jstevenson@swlaw.com

ROBERT R. KINAS

on behalf of Plaintiff MERITAGE HOMES CONSTRUCTION INC. rkinas@swlaw.com,
jmath@swlaw.com;mfull@swlaw.com;docket_las@swlaw.com;nkanute@swlaw.com;jstevenson@swlaw.com

ROBERT R. KINAS

on behalf of Creditor TAYLOR MORRISON OF CALIFORNIA LLC rkinas@swlaw.com,
jmath@swlaw.com;mfull@swlaw.com;docket_las@swlaw.com;nkanute@swlaw.com;jstevenson@swlaw.com

ROBERT R. KINAS

on behalf of Creditor WASHINGTON TOWNSHIP HEALTH CARE DISTRICT rkinas@swlaw.com
jmath@swlaw.com;mfull@swlaw.com;docket_las@swlaw.com;nkanute@swlaw.com;jstevenson@swlaw.com

ROBERT R. KINAS

on behalf of Creditor TAYLOR MORRISON/ARIZONA INC. rkinas@swlaw.com,
jmath@swlaw.com;mfull@swlaw.com;docket_las@swlaw.com;nkanute@swlaw.com;jstevenson@swlaw.com

ROBERT R. KINAS

on behalf of Plaintiff MERITAGE HOMES OF CALIFORNIA INC. rkinas@swlaw.com,
jmath@swlaw.com;mfull@swlaw.com;docket_las@swlaw.com;nkanute@swlaw.com;jstevenson@swlaw.com

ROBERT R. KINAS

on behalf of Creditor J.F. SHEA CO. INC. DBA SHEA HOMES rkinas@swlaw.com,
jmath@swlaw.com;mfull@swlaw.com;docket_las@swlaw.com;nkanute@swlaw.com;jstevenson@swlaw.com

ROBERT R. KINAS

on behalf of Creditor TAYLOR MORRISON SERVICES INC. rkinas@swlaw.com,
jmath@swlaw.com;mfull@swlaw.com;docket_las@swlaw.com;nkanute@swlaw.com;jstevenson@swlaw.com

ROBERT R. KINAS

on behalf of Creditor TAYLOR MORRISON COMMUNITIES INC. rkinas@swlaw.com,
jmath@swlaw.com;mfull@swlaw.com;docket_las@swlaw.com;nkanute@swlaw.com;jstevenson@swlaw.com

District/off: 0978-2
Date Rcvd: Mar 25, 2021

User: youngbloo
Form ID: pdf928

Page 10 of 11
Total Noticed: 1

ROBERT S. LARSEN

on behalf of Interested Party SERVICE FINANCE COMPANY LLC rlarsen@grsm.com, gangulo@grsm.com;wwong@grsm.com;WL_LVSupport@grsm.com;sowens@grsm.com;jzhao@grsm.com;kkao@grsm.com

RYAN A. ANDERSEN

on behalf of Creditor 5050 TIMBERCREEK LLC ryan@vegaslawfirm.legal, tatiana@vegaslawfirm.legal;charlai@vegaslawfirm.legal;mariana@vegaslawfirm.legal;ecf-df8b00a4597e@ecf.pacerpro.com;notices@nextchapterbk.com

RYAN A. ANDERSEN

on behalf of Creditor RSI INVESTORS LLC ryan@vegaslawfirm.legal, tatiana@vegaslawfirm.legal;charlai@vegaslawfirm.legal;mariana@vegaslawfirm.legal;ecf-df8b00a4597e@ecf.pacerpro.com;notices@nextchapterbk.com

RYAN A. ANDERSEN

on behalf of Creditor WILLIAM T. PARTRIDGE ryan@vegaslawfirm.legal, tatiana@vegaslawfirm.legal;charlai@vegaslawfirm.legal;mariana@vegaslawfirm.legal;ecf-df8b00a4597e@ecf.pacerpro.com;notices@nextchapterbk.com

RYAN J. WORKS

on behalf of Creditor NEVADA STATE CONTRACTORS BOARD rworks@mcdonaldcarano.com, kkirn@mcdonaldcarano.com;bgrubb@mcdonaldcarano.com

RYAN J. WORKS

on behalf of Creditor BALLY KEAL VINEYARDS INC. rworks@mcdonaldcarano.com, kkirn@mcdonaldcarano.com;bgrubb@mcdonaldcarano.com

RYAN M. LOWER

on behalf of Creditor ARGONAUT INSURANCE COMPANY rlower@kcnvlaw.com, mwestover@kcnvlaw.com

SAMUEL A. SCHWARTZ

on behalf of Cred. Comm. Chair THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS saschwartz@nvfirm.com, ecf@nvfirm.com;schwartzsr45599@notify.bestcase.com;eanderson@nvfirm.com;samid@nvfirm.com

SAMUEL A. SCHWARTZ

on behalf of Other Prof. GLASSRATNER ADVISORY & CAPITAL GROUP LLC saschwartz@nvfirm.com, ecf@nvfirm.com;schwartzsr45599@notify.bestcase.com;eanderson@nvfirm.com;samid@nvfirm.com

SARAH J. ODIA

on behalf of Creditor CITY VENTURES HOMEBUILDING LLC sjo@paynefears.com, lvefile@paynefears.com

SASHA ALIAKBAR-AMID

on behalf of Cred. Comm. Chair THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS samid@nvfirm.com

SCOTT D. FLEMING

on behalf of Interested Party NRP CONTRACTORS II LLC scott@fleminglawlv.com

SHAWN CHRISTIANSON

on behalf of Creditor ORACLE AMERICA INC. schristianson@buchalter.com, cmcintire@buchalter.com

STANLEY M HAMMERMAN

on behalf of Creditor HAMMERMAN & HULTGREN P.C. minute_entry@hammerman-hultgren.com

STEPHEN ARI METZ

on behalf of Creditor BEACON SALES ACQUISITION Inc. smetz@offitkurman.com

STEPHEN D. FINESTONE

on behalf of Creditor PELL DEVELOPMENT COMPANY INC. sfinestone@fhlawllp.com

STEVEN L BRYSON

on behalf of Creditor LENORE KING SLBLAW1@aol.com, ecf.slb@gmail.com

STEVEN N. KURTZ

on behalf of Creditor LSQ FUNDING GROUP L.C. skurtz@laklawyers.com

STEVEN N. KURTZ

on behalf of Creditor LS DE LLC skurtz@laklawyers.com

TERESA M. PILATOWICZ

on behalf of Interested Party ACF FINCO I LP tpilatowicz@gtg.legal, bknotices@gtg.legal

THERESA A DRISCOLL

on behalf of Creditor STERLING NATIONAL BANK tdriscoll@moritthock.com

THOMAS E. CROWE

on behalf of Creditor CURRENT POWER ELECTRIC INC. tcrowe@thomascrowelaw.com, tcrowe@lvcoxmail.com

THOMAS H. FELL

on behalf of Creditor LS DE LLC tfell@fclaw.com, clandis@fclaw.com;CourtFilings@fennemorelaw.com

THOMAS H. FELL

on behalf of Creditor LSQ FUNDING GROUP L.C. tfell@fclaw.com, clandis@fclaw.com;CourtFilings@fennemorelaw.com

District/off: 0978-2
Date Rcvd: Mar 25, 2021

User: youngbloo
Form ID: pdf928

Page 11 of 11
Total Noticed: 1

TIMOTHY M. SWANSON
on behalf of Creditor MIG REAL ESTATE tim.swanson@moyewhite.com Melissa.dymerski@moyewhite.com

TIMOTHY M. SWANSON
on behalf of Interested Party DRY CREEK BUSINESS PARK LLC tim.swanson@moyewhite.com,
Melissa.dymerski@moyewhite.com

U.S. TRUSTEE - LV - 11
USTPRegion17.lv.ecf@usdoj.gov

VIKRAMA S. CHANDRASHEKAR
on behalf of Interested Party DRY CREEK BUSINESS PARK LLC vika.chandrashekar@moyewhite.com,
pamela.thede@moyewhite.com

VIKRAMA S. CHANDRASHEKAR
on behalf of Creditor MIG REAL ESTATE vika.chandrashekar@moyewhite.com pamela.thede@moyewhite.com

WILLIAM M. NOALL
on behalf of Creditor ACF FINCO I LP bknotices@gtg.legal wnoall@gtg.legal

WILLIAM M. NOALL
on behalf of Interested Party ACF FINCO I LP bknotices@gtg.legal wnoall@gtg.legal

ZACHARY S. SHEA
on behalf of Creditor CALIFORNIA SELF INSURERS SECURITY FUND zshea@parsonsbehle.com
rshaffer@parsonsbehle.com

TOTAL: 218



Honorable Mike K. Nakagawa
United States Bankruptcy Judge



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA

* * * * *

In re:
RED ROSE, INC.,
 Affects Beachhead Roofing and Supply, Inc.
 Affects California Equipment Leasing Association, Inc.
 Affects Fences 4 America, Inc.
 Affects James Petersen Industries, Inc.
 Affects PD Solar, Inc.
 Affects Petersen Roofing and Solar LLC
 Affects Petersen-Dean, Inc.
 Affects PetersenDean Hawaii LLC
 Affects PetersenDean Roofing and Solar Systems, Inc.
 Affects PetersenDean Texas, Inc.
 Affects Red Rose, Inc.
 Affects Roofs 4 America, Inc.
 Affects Solar 4 America, Inc.
 Affects Sonoma Roofing Services, Inc.
 Affects TD Venture Fund, LLC
 Affects Tri-Valley Supply Inc.
 Affects All Debtors

Case No. BK-S-20-12814-mkn
Jointly Administered with
Case No. BK-S-20-12815-mkn
Case No. BK-S-20-12816-mkn
Case No. BK-S-20-12818-mkn
Case No. BK-S-20-12819-mkn
Case No. BK-S-20-12820-mkn
Case No. BK-S-20-12821-mkn
Case No. BK-S-20-12822-mkn
Case No. BK-S-20-12823-mkn
Case No. BK-S-20-12824-mkn
Case No. BK-S-20-12825-mkn
Case No. BK-S-20-12826-mkn
Case No. BK-S-20-12827-mkn
Case No. BK-S-20-12829-mkn
Case No. BK-S-20-12831-mkn
Case No. BK-S-20-12833-mkn

Chapter 11

ORDER ON MOTION FOR RELIEF FROM THE AUTOMATIC STAY, OR IN THE ALTERNATIVE, TO DETERMINE THAT CERTAIN FUNDS ARE NOT PROPERTY OF THE ESTATE¹

Date: December 15, 2020
Time: 9:30 a.m.

¹ In this Order, all references to “ECF No.” are to the numbers assigned to the documents filed in the case as they appear on the docket maintained by the clerk of the court, unless otherwise noted. All references to “Section” are to provisions of the Bankruptcy Code, 11 U.S.C. §§ 101, et seq., unless otherwise indicated.

1 On December 15, 2020, the court heard the Motion for Relief From the Automatic Stay,
2 or in the Alternative, to Determine That Certain Funds Are Not Property of the Estate (“RAS
3 Motion”) brought by Argonaut Insurance Company (“Argo”). The appearances of counsel were
4 noted on the record. After arguments were presented, the matter was taken under submission.

5 **BACKGROUND²**

6 On June 11, 2020, Petersen-Dean Roofing and Solar Systems, Inc. (“PDRSS”), along
7 with fifteen other entities (collectively “Debtors”) commenced separate Chapter 11 proceedings.

8 On June 23, 2020, an order was entered authorizing joint administration of the Debtors’
9 estates, with Red Rose, Inc., designated as the lead debtor in possession. (ECF No. 94).

10 On June 25, 2020, Debtors filed a motion for authorization to pay the pre-petition claims
11 of certain critical vendors prior to confirmation of a Chapter 11 plan (“Critical Vendors”). (ECF
12 No. 130).

13 On June 27, 2020, an official committee of unsecured creditors (“UCC”) was appointed
14 by the Office of the United States Trustee. (ECF No. 151).

15 On July 10, 2020, an interim order was entered authorizing the Debtors to pay Critical
16 Vendors. (ECF No. 313).

17 On July 27, 2020, Debtors filed a motion to obtain post-petition financing (“DIP
18 Financing”) from LS DE LLC and LSQ Funding Group, L.C. (jointly “LSDE”) by factoring its
19 accounts receivable. (ECF No. 510). Debtors’ motion was accompanied by the declaration of its
20 Chief Restructuring Officer, Jeffrey C. Perea, to which was attached an Invoice Purchase
21 Agreement, a DIP Addendum to Invoice Purchase Agreement, a Multiple Seller Addendum to
22 Invoice Purchase Agreement, a Construction Addendum to Invoice Purchase Agreement, and a
23 Validity Guaranty (together, “DIP Factoring Agreement”). (ECF No. 512).

24
25 ² Pursuant to FRE 201(b), the court takes judicial notice of all materials appearing on the
26 docket in the Debtor’s bankruptcy cases as well as the publicly filed documents referenced in
27 those materials. See U.S. v. Wilson, 631 F.2d 118, 119 (9th Cir. 1980). See also Bank of Am.,
28 N.A. v. CD-04, Inc. (In re Owner Mgmt. Serv., LLC Trustee Corps.), 530 B.R. 711, 717 (Bankr.
C.D. Cal. 2015) (“The Court may consider the records in this case, the underlying bankruptcy
case and public records.”).

1 On July 31, 2020, an interim order was entered authorizing the Debtors to obtain DIP
2 Financing from LSDE (“Interim DIP Financing Order”) as provided in the DIP Factoring
3 Agreement. (ECF No. 600). The interim order authorized the Debtors to obtain additional
4 operating funds by selling certain accounts receivable and by granting certain priming liens on
5 accounts receivable in which the Debtors’ prepetition lender, ACF Finco I, LLC, had prior liens.

6 On August 31, 2020, a ruling was entered with respect to various objections to a form of
7 final order on the Debtors’ request to pay Critical Vendors. (ECF No. 861).

8 On August 31, 2020, a ruling was entered with respect to various objections to a form of
9 final order on the Debtors’ request for DIP Financing. (ECF No. 863).

10 On September 3, 2020, a final order was entered authorizing the DIP Financing from
11 LSDE (“DIP Financing Order”) as provided in the DIP Factoring Agreement. (ECF No. 914).

12 On September 3, 2020, a final order was entered authorizing the Critical Vendor
13 payments (“Critical Vendor Order”). (ECF No. 917).

14 On December 4, 2020, the instant RAS Motion was filed by Argo along with the
15 supporting declaration of Marguerite Lee Devoll. (ECF Nos. 1439 and 1440). An order was
16 entered shortening time so that the RAS Motion could be heard on December 15, 2020. (ECF
17 No. 1448).

18 On December 10, 2020, LSDE filed an objection to the evidence filed by Argo in support
19 of the RAS Motion (ECF No. 1480), along with written argument in opposition to the RAS
20 Motion. (ECF No. 1481).

21 On December 14, 2020, Argo filed a reply (“Argo Reply”) along with the declarations of
22 Harold E. McKee (“McKee Declaration”) and Jason Anderson (“Anderson Declaration”) in
23 support of the RAS Motion (ECF Nos. 1487, 1488, and 1490).

24 **DISCUSSION**

25 The instant RAS Motion seeks two alternative forms of relief: relief from the automatic
26
27
28

1 stay under Sections 362(d)(1)³ and (d)(2),⁴ or, a declaration that certain funds held by SMC
2 Construction Southeast, LLC (“SMC”) are not property of the Chapter 11 estate. Argo and
3 LSDE are at odds over \$146,201.89 in funds held by SMC. It appears that PDRSS previously
4 entered into a subcontract with SMC⁵ as well as with Beacon Roofing Supply (“Beacon”) for the
5 installation of a roofing system at the Aloft-Element Hotel located in Orlando, Florida (“Hotel
6 Project”). On behalf of PDRSS, Argo apparently issued payment and performance bonds to
7 secure PDRSS’s payment to its subcontractors.⁶ After PDRSS failed to pay Beacon the amount
8 of \$178,538.23 in connection with the Hotel Project, Beacon issued a non-payment notice to the
9 owner.⁷ Thereafter, SMC apparently made a claim against the bonds issued by Argo.⁸ SMC
10 holds a subcontract balance in the amount of \$146,201.89 (“Subcontract Balance”) which
11 consists of two checks issued to PDRSS totaling \$67,500, an earned retention in the amount of
12 \$35,365.44, and an unbilled amount of \$43,336.45. Pursuant to the provisions of a General
13 Indemnity Agreement dated November 28, 2018,⁹ Argo maintains that upon PDRSS’s default in
14 payment under its subcontracts, its rights under the subcontracts, as well as payments due or

15
16 ³ Under Section 362(d)(1), the court may terminate, annul, modify or condition the
automatic stay upon finding “cause,” including a lack of adequate protection.

17
18 ⁴ Under Section 362(d)(2), the court may terminate, annul, modify, or condition the
automatic stay as to property of the estate upon a finding that the debtor lacks equity in the
subject property and that the property is not necessary to an effective reorganization.

19
20 ⁵ A copy of the subcontract between SMC and PDRSS is attached as part of Exhibit “C”
to the McKee Declaration.

21
22 ⁶ Copies of the Subcontract Payment Bond and the Subcontract Performance Bond are
attached as Exhibit “B-1” and Exhibit “B-2” to the McKee Declaration

23
24 ⁷ Beacon’s representative attests that \$178,538.23 was due and owing by PDRSS as of
the commencement of the Chapter 11 proceeding. See Anderson Declaration at ¶¶5 and 6.
25 Additionally, a copy of the Notice to Owner/Notice to Contractor by Beacon is attached as
Exhibit “A” to the Anderson Declaration.

26
27 ⁸ A copy of SMC’s claim against the bonds is attached as Exhibit “C” to the McKee
Declaration.

28 ⁹ A copy of the General Indemnity Agreement is attached as Exhibit “A” to the McKee
Declaration.

1 received under the subcontracts, are held in trust for Argo, in addition to all of the Debtors' then-
2 current and after-acquired property. Under the same General Indemnity Agreement, Argo also
3 maintains that it has a contractual right of indemnification and/or a right of exoneration.
4 Additionally, it maintains that it has a right to equitable subrogation to PDRSS's claims under
5 the subcontract.¹⁰ While Argo asserts such claims to the Subcontract Balance held by SMC,
6 LSDE asserts that it has a superior interest in the Subcontract Balance as a result of the DIP
7 Financing Order.

8 As to Argo's request for a declaration that Subcontract Balance is not property of the
9 bankruptcy estate, such relief cannot be granted because Argo seeks to determine an interest in
10 property through a declaration that requires commencement of an adversary proceeding. See
11 FED.R.BANKR.P. 7001(2 and 9). See generally 10 COLLIER ON BANKRUPTCY, ¶7001.10 (Richard
12 Levin & Henry J. Sommer, eds., 16th Ed., 2020)("Clause (9) of Rule 7001 requires an adversary
13 proceeding be brought in order to obtain a declaratory judgment relating to the types of relief
14 covered by clauses (1) through (8) inclusive of Rule 7001"). See, e.g., Investment Consultants,
15 Inc. v. Ramirez Ramirez (In re Ramirez Ramirez), 2020 WL 4436263, at *6 (B.A.P. 9th Cir.
16 Aug. 3, 2020)(bankruptcy court erred by determining loan rights through claim objection rather
17 than adversary proceeding); Cogliano v. Anderson (In re Cogliano), 355 B.R. 792, 805 (B.A.P.
18 9th Cir. 2006)(bankruptcy court lacked authority to determine dispute over property of the state
19
20

21 ¹⁰ It is not entirely clear whether Argo's position is based on its payment bond or its
22 surety bond for the Hotel Project. There may be an important distinction: "Because the surety's
23 right of equitable subrogation is based on 'standing in the shoes' of another, the invocation of the
24 right requires careful analysis as to just whose shoes the surety in standing in. Payments made
25 under its performance bond typically place the surety in the shoes of the obligee for whom
26 payments are made, the contractor whose debts are satisfied, and subcontractors and other
27 creditors whose claims are paid. Payments made solely under a payment bond, however,
28 typically place the surety only in the shoes of the contractor whose debts are satisfied and
subcontractors and other creditors whose claims are paid." 4A BRUNER & O'CONNOR ON
CONSTRUCTION LAW, § 12:100.Subrogation (Philip L. Bruner and Patrick J. O'Connor, Jr.
August 2020 update). Whether this distinction is meaningful between the parties in these
Chapter 11 proceedings is not before the court.

1 without an adversary proceeding).¹¹ See also In re Eastman Kodak Co., 2012 Bankr. LEXIS
2 2746, at *6 (Bankr. S.D. N.Y. June 15, 2012) (a request for a declaratory judgment determining
3 an interest in property requires an adversary proceeding). As the RAS Motion is a contested
4 matter rather than an adversary proceeding, the requested declaration cannot be granted.

5 As to the automatic stay, Argo requests two modifications of the automatic stay:

6 1. Authorizing Argo, at its option, to either

7 (a) Direct SMC to pay the Subcontract Balance directly to Beacon; or

8 (b) Direct SMC to pay the Subcontract Balance to Argo, who then is authorized to
9 pay Beacon and/or otherwise perform under the Bonds for the Hotel Project.

9 2. Authorizing Argo to perform under the bonds for the Hotel Project.

10 See (Proposed) Order Approving Motion for Relief from the Automatic Stay, etc., at 3:2-14,
11 attached as Exhibit “1” to RAS Motion. Because any act in violation of the automatic stay
12 would be *void ab initio*, see, e.g., In re Korean Western Presbyterian Church of Los Angeles, 618
13 B.R. 282, 290 (Bankr.C.D. Cal. 2020), citing Schwartz v. U.S. (In re Schwartz), 954 F.2d 569,
14 571 (9th Cir. 1992), Argo apparently seeks relief to prevent taking an idle act and perhaps to
15 avoid a request for sanctions.¹²

16 For reasons discussed above, the court cannot grant declaratory relief in favor of Argo.
17 Having considered the written and oral arguments of counsel, however, the court concludes that
18 relief from stay is appropriate to permit Argo to pursue any available nonbankruptcy remedies.¹³

19 ¹¹ In this instance, the declaration requested by Argo impacts not just Argo and LSDE,
20 but also SMC, Beacon, Debtors, and the UCC. Additionally, there apparently is some
21 uncertainty as to whether LSDE ever acquired an interest in the subcontract that is the subject of
22 the instant RAS Motion. See Argo Reply at 3:16-18.

22 ¹² Actual damages, including costs and attorneys’ fees, may be requested under Section
23 362(k) by an individual injured by a willful violation of the automatic stay. See America’s
24 Servicing Co. v. Schwartz-Tallard, 438 B.R. 313 (D. Nev. 2010)(affirming award of emotional
25 distress damages and remanding for calculation of attorneys’ fees). For an injured party that is
26 not an individual within the meaning of Section 362(k), damages for violation of the automatic
27 stay may be requested under Section 105(a) as well as the bankruptcy court’s inherent authority.
28 See Knupfer v. Lindblade (In re Dyer), 322 F.3d 1178, 1191-1197 (9th Cir. 2003)(bankruptcy
trustee who is not an individual within the meaning of Section 362(k) could seek civil contempt
sanctions under Section 105(a) and inherent authority).

¹³ The court grants relief from stay as to the Debtors and the bankruptcy estate but does
not direct or approve any particular actions taken by Argo.

1 Several considerations lead to this result.

2 First, neither the Debtors nor the UCC object to Argo's request. It is well established that
3 only the debtor or an assigned bankruptcy trustee has standing to enforce the automatic stay. See
4 generally The Bank of New York Mellon v. 2298 Driftwood Tide Trust (In re Barrett), 833
5 Fed.Appx. 668, 671 (9th Cir. 2020), citing Tilley v. Vucurevich (In re Pecan Groves of Arizona),
6 951 F.2d 242, 245-246 (9th Cir. 1991). LSDE is neither a debtor in possession in these Chapter
7 11 proceedings, nor a bankruptcy trustee authorized and responsible to safeguard property of the
8 estate. Nothing in the DIP Financing Order gives LSDE standing to enforce the automatic stay.
9 Likewise, the UCC has neither objected to the RAS Motion nor sought separate authority to
10 represent the interests of the bankruptcy estate in this matter.

11 Second, it is not clear whether the Debtors or the UCC agree that the funds constituting
12 the Subcontract Balance are not property of the estate, or, that the competing claims of Argo and
13 LSDE are superior to the interests of PDRSS thereby resulting in little or no equity for the
14 PDRSS estate. The former position would render Argo's request moot as the automatic stay
15 either would not have applied at the commencement of the cases or would have terminated as to
16 the Subcontract Balance by operation of Section 362(c)(2)(1). The latter position suggests that
17 the Debtors, perhaps without objection from the UCC, effectively are abandoning any interest in
18 the Subcontract Balance, which would lead to the same result. Applying either position would
19 reach the same destination: Argo or LSDE would have to commence an adversary proceeding to
20 declare their respective rights under the DIP Financing Order.¹⁴

21 Third, the express language of the DIP Financing Order supports a finding of cause for
22 relief from stay. After referencing, incorporating and approving the DIP Factoring Agreement,
23 the court specifically ordered, *inter alia*, that:

24

25

26 ¹⁴ The RAS Motion does not seek to annul the automatic stay. Presumably, Argo has not
27 attempted either of the options requested in its motion at the risk of sanctions under Section
28 362(k). Because it has not done so, the court does not know if there is an actual case and
controversy among any of the identified parties, including Argo, LSDE, SMC, or Beacon.
Whether Argo, LSDE, SMC, Beacon, Debtors, the UCC, or any other entities would be
necessary parties to an adversary proceeding under FRBP 7019 is not before the court.

1 Pursuant to the DIP Factoring Agreement, all Accounts sold
2 thereunder shall constitute a true sale, and, as a result, the Debtors
3 do not retain a legal or equitable interest in the Accounts sold, in
4 conformance with Florida law...

5 ***

6 23. Any Accounts purchased by LSDE pursuant to the
7 DIP Factoring Agreement do not constitute property of the Debtors'
8 bankruptcy estates pursuant to 11 U.S.C. §541 and, accordingly,
9 relief from the automatic stay is not required for LSDE to collect on
10 the Accounts pursuant to 11 U.S.C. § 362. Subject to the terms and
11 conditions of the DIP Factoring Agreement and this Final Order, the
12 Debtors' pre-petition and post-petition sale and transfer of accounts
13 to LSDE are and will continue to be legal, valid, and effective
14 transfers of the Accounts and will vest in LSDE all right, title, and
15 interest of the Debtors in the Accounts free and clear of any and all
16 liens, claims, and interests of any and every kind or nature.

17 24. The automatic stay imposed by virtue of Section 362
18 of the Bankruptcy Code is hereby vacated and modified insofar as
19 necessary to permit LSDE to take any action authorized or
20 contemplated by the Final Order or the DIP Factoring Agreement
21 and to carry out the terms thereof, subject, however, to the
22 satisfaction of any notice, procedural and other conditions contained
23 in this Final Order or the DIP Factoring Agreement. LSDE may
24 apply the proceeds of its Collateral, whether made of up (sic) pre-
25 petition or post-petition assets, to the Secured Obligations, in
26 accordance with the terms of the DIP Factoring Agreement, without
27 further Order of the Court.

28 ***

35. Property of Estate. No term of this Final Order shall
be deemed or construed to change or otherwise modify the rights of
parties as to property which was not part of or within the Debtors'
estates under section 541 of the Bankruptcy Code as of the Petition
Date.

36. Critical Vendors. Nothing in this Final Order will
preclude the operation of the Interim Order Authorizing Payment of
Critical Vendor Claims and Scheduling a Final Hearing [ECF No.
313] (the "Critical Vendor Order"), and subject to availability under
the DIP Factoring Agreement, the Debtors may use advances to pay
Approved Critical Vendor Claims (as defined in the Critical Vendor
Order), providing that: (i) effective as of the date of this Final Order,
LSDE will be added as a Notice Party with related Notice Party
rights under the Critical Vendor Order, and (ii) all the Debtors'
customers will be directed to pay all Accounts to LSDE consistent
with the DIP Factoring Agreement, provided however that only the
Objecting Customers (as denied in the Critical Vendor Order), NRP
Contactors II LLC, Thompson Thrift Construction, Inc., Beazer
Homes Texas, L.P., Beazer Homes Holdings, LLC, Rampart

1 Construction Company, LLC, Rampart Multifamily, LLC, or John
2 Mourier Construction, Inc., are authorized at their election to pay
3 Approved Critical Vendor Claims by joint check, directly to
4 Debtors, and Debtors are authorized and directed to direct the
5 disbursement and application of the proceeds of such joint checks as
6 follows: (i) to pay that portion of the remittance attributable to the
7 Approved Critical Vendor claim directly to the Vendor in
8 accordance with the Critical Vendor Order and (ii) to deliver any
9 portion of the remittance in excess of the Approved Critical Vendor
10 Claim to LSQ in accordance with this Final Order; such payment, in
11 strict accordance with this procedure, will dollar-for-dollar
12 discharge the Objecting Customers’ obligations to pay the Approved
13 Critical Vendor Claim and will satisfy the Objecting Customers’
14 obligation to pay the Account to LSQ arising from the Approved
15 Critical Vendor Claim under Uniform Commercial Code sections 1-
16 305, 9-201, 9-318, 9-406(a) and 9-607. Any joint check payment
17 by an Objecting Customer on account of an Approved Critical
18 Vendor Claim shall be held by Debtors in trust for such Vendor to
19 the extent of the Vendor’s outstanding Approved Critical Vendor
20 Claim, and provided that such remittance is subject to trust under
21 applicable state law.

14 42. Argonaut Insurance Company. No term in this Final
15 Order, including the granting of priming liens, shall be deemed to
16 have changed or modified any equitable subrogation rights of
17 Argonaut Insurance Company (“Argo”), to the extent of Argo’s
18 performance under any surety bonds, as to assets that are not part of
19 the Debtors’ bankruptcy estates. Argo will have the right to
20 communicate with Conway regarding information related to the
21 Debtors’ contracts bonded with Argo, including contract balances,
22 payments thereunder, and proceeds thereof.

20 DIP Financing Order at 16 to 21 (emphasis added).¹⁵ The underscored language of the order
21 infers not only that the Debtors would not retain any legal or equitable interest under
22 nonbankruptcy law in the accounts acquired by LSDE, but that such accounts also would not be
23 property of the bankruptcy estate within the meaning of Section 541. Additionally, the language
24 of the DIP Financing Order further suggests that the rights of any party to property that was
25 never property of the bankruptcy estate also would not be changed or modified by the Order.
26 Moreover, the negotiated language in the DIP Financing Order apparently preserves any
27 equitable subrogation rights that Argo had at the commencement of the Chapter 11 proceedings

28 ¹⁵ These provisions are mirrored in the like sections of the Interim DIP Financing Order.

1 or after any accounts were acquired by LSDE.

2 Finally, the evidentiary record overwhelmingly supports Argo's request for relief under
3 Section 362(d). Under Section 362(g)(1), Argo has the burden of proof on the issue of the
4 debtor's equity in property. Under Section 362(g)(2), the party opposing relief from stay has the
5 burden of proof on all other issues. As previously discussed, the record infers that the
6 Subcontract Balance, if resulting from an account acquired by LSDE, might not to be property of
7 the estate at all under both the language of the DIP Financing Order and under applicable
8 nonbankruptcy law. Additionally, LSDE is not a party that has standing to object to relief from
9 stay even if the Subcontract Balance is property of the bankruptcy estate. While LSDE initially
10 objected to the evidence submitted by Argo in support of the motion, those objections were not
11 joined by the Debtors or the UCC, and were sufficiently met by the exhibits and testimony
12 provided by the McKee Declaration and Anderson Declaration. LSDE's evidentiary objections
13 therefore are overruled.¹⁶ Because Argo has met its burden of proof under Section 362(g)(1) and
14 there is no opposing party that has met its burden of proof under Section 362(g)(2), the RAS
15 Motion is the equivalent of an unopposed motion. Having considered the record in its entirety,
16 however, the court finds for the reasons discussed above that cause exists under Section
17 362(d)(1) to terminate the automatic stay.¹⁷ Because relief from stay is appropriate under
18 Section 362(d)(1), the court does not decide whether such relief also would be appropriate under
19 Section 362(d)(2).

20 **IT IS THEREFORE ORDERED** that the Motion for Relief From the Automatic Stay,
21 or in the Alternative, to Determine That Certain Funds Are Not Property of the Estate, brought
22 by Argonaut Insurance Company, Docket No. 1439, be, and the same hereby is, **GRANTED IN**
23 **PART AND DENIED IN PART.**

24

25 ¹⁶ At the hearing, there was a continuing evidentiary objection as to the actual amount
26 constituting the Subcontract Balance in absence of a declaration from a representative of SMC.
27 In the event an actual dispute exists, it does not need to be resolved in connection with the instant
28 RAS Motion.

¹⁷ Termination of the stay in favor of Argo does not determine any claims or interests that
LSDE otherwise may assert with respect to the Subcontract Balance.

1 **IT IS FURTHER ORDERED** that relief from stay is **GRANTED** under 11 U.S.C.
2 §362(d)(1) as provided above.

3 **IT IS FURTHER ORDERED** that all other relief requested by the moving party is
4 **DENIED** without prejudice.

5
6 Copies sent via CM/ECF ELECTRONIC FILING

7 Copy sent via BNC to:

8 LORI E. EROPKIN, ESQ.
9 15303 VENTURA BLVD., STE 1650
10 SHERMAN OAKS, CA 91403

11 LORI E. EROPKIN, ESQ.
12 15303 VENTURA BLVD., STE 1650
13 SHERMAN OAKS, CA 91403

14 JENNIFER L. KNEELAND, ESQ.
15 WATT, TIEDER, HOFFAR & FITZGERALD, L.L.P.
16 1765 GREENSBORO STATION PLACE, SUITE 1000
17 MCLEAN, VA 22102

18
19
20
21
22
23
24
25
26
27
28
###