

ROBB EVANS
Receiver of
D.W. Heath & Associates, Inc.;
PCM Fixed Income Fund I, LLC;
Private Capital Management, Inc.;
Private Collateral Management, Inc.
and the Schlarmann Interests

11450 Sheldon Street
Sun Valley, California 91352-1121
Telephone No.: (818) 768-8100
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Securities and Exchange Commission v. D. W. Heath & Associates Inc., et al.
CASE No. CV-04-02949 JFW (Ex)

**Notice of Motion and Motion for Order Authorizing and Confirming Sale
of Bonsall Property; Memorandum of Points and Authorities and
Declaration of Jeffrey M. Olshan in Support Thereof**

Filed May 20, 2005

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6 Attorneys for Permanent Receiver,
7 ROBB EVANS

8 **UNITED STATES DISTRICT COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**

10
11 SECURITIES AND EXCHANGE
COMMISSION,
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Plaintiff,
13
v.
14 D.W. HEATH & ASSOCIATES, INC.,
15 etc., et al.,
16
Defendants.

CASE NO. CV 04-02949 JFW (Ex)
**NOTICE OF MOTION AND
MOTION FOR ORDER
AUTHORIZING AND
CONFIRMING SALE OF
BONSALL PROPERTY;
MEMORANDUM OF POINTS
AND AUTHORITIES AND
DECLARATION OF JEFFREY M.
OLSHAN IN SUPPORT THEREOF**

DATE: June 13, 2005
TIME: 1:30 p.m.
PLACE: Courtroom 16
312 N. Spring Street
Los Angeles, CA

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22 PLEASE TAKE NOTICE that on June 13, 2005 at 1:30 p.m. or as soon
23 thereafter as counsel may be heard in Courtroom 16 of the above-entitled
24 court located at 312 N. Spring Street, Los Angeles, California, Robb Evans as
25 permanent receiver ("Receiver") of D.W. Heath & Associates, Inc., Private
26 Capital Management, Inc., Private Collateral Management, Inc. and PCM Fixed
27 Income Fund I, LLC and their subsidiaries and affiliates, and as permanent receiver
28 of the "Schlarmann Interests" (collectively the "Receivership Defendants") will


1 and does hereby move this Court for an order authorizing and confirming the sale of
2 the real property comprised of 4.84 acres on Dentre De Lomas Road in the County
3 of San Diego, assessor's parcel number 126-180-53-00 to Barry Borm and Cherry
4 Borm for a gross sales price of \$552,500.00.

5 PLEASE TAKE FURTHER NOTICE that this motion is made pursuant to
6 28 U.S.C. § 2001 and Local Civil Rule 66-7(b), and is based upon this notice of
7 motion and motion, the accompanying memorandum of points and authorities and
8 declaration of Jeffrey M. Olshan, and upon such other pleadings and oral and
9 documentary evidence as may be presented at our before the time of hearing on the
10 motion.

11 PLEASE TAKE FURTHER NOTICE that this motion is provided pursuant
12 to the Court's Order: (1) Approving Receiver's Report for the Period July 12, 2004
13 Through December 31, 2004; (2) Approving Receiver's Proposed Claims Filing
14 and Allowance Procedures; and (3) Granting an Order Limiting Notice Under
15 Local Rule 66-7 in Connection With Administrative and Similar Motions Under
16 Local Rule 66-7 ("Order Limiting Notice") filed on March 4, 2005, pursuant to
17 which a copy of this motion has been posted to the Receiver's website for this case
18 at www.heath-receiver.com where it may be viewed in its entirety. Copies of this
19 motion will be provided to any interested party upon receipt of a written request
20 which may be sent to: Robb Evans & Associates LLC, 11450 Sheldon Street,
21 Sun Valley, California 91352-1121, Facsimile Number: (818) 768-8802,
22 Attention: Judi Ehrlich.

23 DATED: May 19, 2005

FRANDZEL ROBINS BLOOM & CSATO, L.C.
GARY OWEN CARIS
LESLEY ANNE HAWES

24
25
26 By: 
27 GARY OWEN CARIS
28 Attorneys for Permanent Receiver,
ROBB EVANS

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I**

3 **STATEMENT OF FACTS**

4 **A. Introduction**

5 By this Motion, the Receiver seeks an order authorizing and confirming
6 the sale of 4.84 acres of land on Dentro De Lomas Road in Bonsall, California,
7 County of San Diego, assessor's parcel number 126-180-53-00 ("Bonsall property")
8 to Barry Borm and Cherry Borm ("Borm") for \$552,500.00. The Bonsall property
9 is located approximately 95 miles south of Los Angeles and 50 miles north of the
10 city of San Diego. The Bonsall property consists of 4.84 acres on hilly terrain with
11 a proposed home site at the highest point of the land. The property is improved
12 with a mature, income producing avocado grove. It has one lien against it in favor
13 of Washington Mutual securing a loan with an approximate unpaid balance of
14 \$262,000.00. The Bonsall property is held in the name of NADM Equities, LP
15 ("NADM"). As previously set forth in the Receiver's second report, NADM was
16 an entity owned by Larre Jaye Schlarmann ("Schlarmann") and used by him to hold
17 substantial assets generated with the proceeds of Private Capital Management, Inc.
18 investor funds. On May 4, 2004, Schlarmann and Janet K. Schlarmann transferred
19 the Bonsall property to NADM by joint tenancy grant deed, a copy of which is
20 attached hereto as Exhibit 1. The deed indicates that the transfer was made for
21 "no consideration". Not surprisingly, this transfer was made shortly after the instant
22 lawsuit was filed.

23 On April 28, 2004, the United States Securities and Exchange Commission
24 ("SEC") filed this civil enforcement action against Daniel Heath ("Heath"),
25 Denis Timothy O'Brien ("O'Brien") and the entities D.W. Heath & Associates, Inc.
26 ("Heath & Associates"), Private Capital Management, Inc. ("PCM"), Private
27 Collateral Management, Inc. ("Collateral"), and PCM Fixed Income Fund I, LLC
28 ("Fund"). Shortly after this action was instituted, the SEC also sought and obtained

1 a temporary restraining order as to all defendants and appointment of Robb Evans
2 as a temporary receiver over Heath & Associates, PCM, Collateral, Fund and
3 their subsidiaries and affiliates. The SEC and Heath subsequently entered into
4 a Stipulation and Order Appointing a Permanent Receiver filed May 18, 2004 in
5 the SEC Action by which the Receiver has been appointed Permanent Receiver over
6 the Federal Receivership Entities.

7 On July 2, 2004, the Riverside County District Attorney initiated a criminal
8 action against Heath, O'Brien, Heath's father, John William Heath, and Schlarman,
9 in the action entitled People of the State of California v. Daniel William Heath,
10 et al., Case No. RIF 117775 pending in the Superior Court of California, County
11 of Riverside ("Criminal Action"). On July 21, 2004, the Riverside Superior Court
12 issued its Order Appointing Robb Evans as Receiver of the Schlarman Interests
13 Pursuant to Penal Code section 186.11 ("July 21 Receivership Order"). The
14 July 21, 2004 Receivership Order was subsequently amended by order entered
15 November 19, 2004 in the Criminal Action to expand the scope of assets subject to
16 the receivership to specifically include the Bonsall property ("Amended Schlarman
17 Order"). The July 21, 2004 Receivership Order and the Amended Schlarman
18 Order are referred to collectively herein as the "Schlarman Receivership Order."
19 Pursuant to the Schlarman Receivership Order, the Receiver has been appointed
20 Receiver over all of the Quizno's Entities and the Hotel Entities, as those terms
21 are defined in the Schlarman Receivership Order, and the Bonsall property (the
22 "Schlarman Interests").

23 The Receiver subsequently sought and obtained orders from the state court
24 in the Criminal Action and an order of this Court providing that the responsibility
25 for the administration and supervision of the receivership estate of the Schlarman
26 Interests be transferred to this Court. The Court's order regarding the administration
27 of the Schlarman Interests by this Court was entered on March 3, 2005.
28

1 B. Efforts to Value, Market and Sell Bonsall

2 The Receiver has undertaken substantial efforts to sell the Bonsall property
3 which has resulted in a contract with Borm for the gross sales price of \$552,500.00.
4 Because the Receiver suggests that this private sale be approved and confirmed, the
5 Receiver describes his substantial efforts with respect to the marketing and sale of
6 the Bonsall property and the reason why it is appropriate for this court to modify
7 the sale procedures set forth at Title 28 U.S.C. § 2001(b).

8 As more particularly set forth in the accompanying declaration of Jeffrey M.
9 Olshan, one of the Receiver's deputies, commencing in December 2004, the
10 Receiver began to take steps to market and sell the Bonsall property. At that time,
11 Olshan met with the maintenance company, toured the site and visited neighboring
12 developed sites. Olshan interviewed the grove manager and obtained the names
13 of several real estate agents qualified to list and sell the property. After Olshan
14 conducted telephone interviews with several real estate agents, the Receiver
15 narrowed the selection process down to two agents and requested that each submit
16 a broker's opinion of value and a listing proposal complete with marketing and
17 sales strategies to achieve the highest price. In January, 2005, the Receiver selected
18 Kay O'Hara with Hansen Realty as the listing agent. The Receiver thereafter
19 obtained two appraisals of the Bonsall property from MAI certified appraisers.
20 Both of the appraisers agreed that the highest and best use of the Bonsall property
21 was to develop it with one single family home and continue to cultivate the avocado
22 trees as income producing landscape. Importantly, the two brokers' opinions of
23 value and the two MAI appraisals all came in substantially below the sales price
24 reflected in the subject transaction.

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1 After selecting Ms. O'Hara as listing agent and obtaining the appraisals,
2 the property was listed for sale at \$549,000.00 in early March. The listing process
3 produced several offers below the list price. After substantial negotiations,
4 a contract was accepted by the Receiver in the amount of \$525,000.00 subject to
5 Court approval and a five day out of court overbidding process. During the
6 overbidding period, three offers were submitted in the amounts of \$549,000.00 cash,
7 \$555,000.00 contingent on financing, and the instant offer from Borm of
8 \$552,500.00 cash. The Receiver has selected the Borm offer because it was the
9 highest cash offer and because the contingent offer was only \$2,500.00 higher,
10 which was not considered a sufficient increase to offset the inherent risk associated
11 with a loan contingency sale.

12 Based on these facts and circumstances, the Receiver has determined that,
13 given the opinions of value he has obtained from the broker and the appraisals,
14 it is appropriate at this time to seek Court approval for the sale.

15 C. Agreement With Borm

16 The Receiver has entered into a Vacant Land Purchase Agreement and Joint
17 Escrow Instructions ("Agreement") with Borm, subject to Court approval, a copy
18 of which is attached hereto as Exhibit 2. The material terms of the Agreement call
19 for a purchase price of \$552,500.00, less a 6% sales commission. As noted above,
20 the sale is all cash without any loan contingency. Borm's inspection period has
21 elapsed. The Receiver is advised that the condition that the buyers receive and
22 approve a current, updated county health approved septic system layout for
23 a prospective six bedroom home probably will be satisfied in early June, because
24 the county has previously approved the septic system and the current approval is
25 merely an update. Therefore, under the Agreement, escrow should be in a position
26 to close within 20 days after Court approval.

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II.

THE COURT HAS WIDE DISCRETION TO IMPLEMENT FAIR AND FLEXIBLE SALE PROCEDURES PROPOSED BY A RECEIVER AND DESIGNED TO MAXIMIZE VALUE FOR THE ESTATE

Title 28 U.S.C. § 2001 provides for the procedures pertaining to the sale of real property. Subsection (a) pertains to procedures for the public sale of real property at the courthouse steps. Subsection (b) pertains to the sale of real property at private sale and states:

After a hearing, of which notice to all interested parties shall be given by publication or otherwise as the court directs, the court may order the sale of such realty or interest or any part thereof at private sale for cash or other consideration and upon such terms and conditions as the court approves, if it finds that the best interest of the estate will be conserved thereby. Before confirmation of any private sale, the court shall appoint three disinterested persons to appraise such property or different groups of three appraisers each to appraise properties of different classes or situated in different localities. No private sale shall be confirmed at a price less than two-thirds of the appraised value. Before confirmation of any private sale, the terms thereof shall be published in such newspaper or newspapers of general circulation as the court directs at least ten days before confirmation. The private sale shall not be confirmed if a bona fide offer is made, under conditions prescribed by the court, which guarantees

1 at least a ten percentum increase over the price offered
2 in the private sale.

3 28 U.S.C. § 2001(b).

4 If the Receiver were required to comply with all of the requirements of
5 Section 2001 for a private sale for the Bonsall property, the receivership estate
6 would be unnecessarily and excessively burdened with the delay and expense of:
7 (a) the appointment of three court-appointed appraisers to appraise the Bonsall
8 property before a sale could be confirmed; (b) advertising the proposed sale before
9 obtaining Court confirmation; and (c) noticing and attending another hearing to
10 obtain Court confirmation of the sale. Given the appraisals and brokers' opinions
11 of value already obtained, the rigorous sale efforts that have been undertaken,
12 and the out-of-court overbidding which generated three sale offers in excess of
13 appraised value, strict compliance with that section would be unnecessarily
14 burdensome and expensive.

15 Courts have given receivers much discretion to propose the marketing
16 procedures of the sale of receivership assets, so long as a receiver seeks to
17 maximize the value of the receivership assets. 2 Clark on Receivers, (3rd ed 1992)
18 § 515 p. 827, notes the following:

19 In authorizing the sale of property by receivers, courts of
20 equity are vested with a broad discretion as to price and
21 terms. It is the duty of the receiver to realize for the
22 property the largest possible amount regardless of the
23 ultimate disposition of the proceeds which the court
24 thereafter directs. If the court is advised at the time of
25 making the order of sale as to enable it to fairly judge the
26 probable value of the property, it may fix a minimum bid
27 below which bids will not be accepted by the receiver.
28

1 In Fleet National Bank v. H & D Entertainment, Inc., 926 F.Supp. 226, 236
2 (D.Mass. 1996), the receiver suggested and the court adopted the following
3 marketing and bidding procedures:

4 On April 20, 1995, the Receiver had requested that the
5 court approve certain bidding procedures for the sale of
6 the estate's assets, including a second round bidding
7 process. The Receiver proposed that the successful first
8 round bid(s) be subject to counter-offers in a second round
9 overbidding process, in order to maximize the value
10 received for the estate.

11
12 Given the value of the property and the fact that the Receiver has already
13 implemented out-of-court overbidding which generated three overbids on the
14 property and a sale price substantially in excess of appraised value and brokers'
15 opinions of value, the Receiver's sales efforts fall within the parameters of the case
16 law cited above and the Court's wide discretion to implement efficient and flexible
17 procedures to maximize value for the estate with a minimum amount of expense.
18 As the Ninth Circuit articulated in SEC v. Hardy, 803 F.2d 1034, 1037-1038
19 (9th Cir. 1986):

20 First, a district court's power to supervise an equity
21 receivership and to determine the appropriate action to be
22 taken in the administration of the receivership is extremely
23 broad. . . . The basis for broad deference to the district
24 court's supervisory role in equity receiverships arises out
25 of the fact that most receiverships involve multiple parties
26 and complex transactions.

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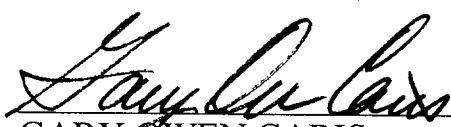
Secondly, we have acknowledged that a primary purpose of equity receiverships is to promote orderly and efficient administration of the estate by the district court for the benefit of creditors. [Citations omitted.] Accordingly, we generally uphold reasonable procedures instituted by the district court that serve this purpose. [Citations omitted.] S.E.C. v. Hardy, 803 F. 2d at 1037-1038.

III
CONCLUSION

The sale of the Bonsall property to Borm for \$552,500.00, all cash, is fair and reasonable, and is the result of substantial sales efforts which successfully maximized value for the estate. The Receiver respectfully requests that the Court enter an order authorizing and confirming the sale of the Bonsall property to Borm pursuant to the terms of the Agreement.

DATED: May 19, 2005

FRANDZEL ROBINS BLOOM & CSATO, L.C.
GARY OWEN CARIS
LESLEY ANNE HAWES

By: 
GARY OWEN CARIS
Attorneys for Permanent Receiver,
ROBB EVANS

DECLARATION OF JEFFREY M. OLSHAN

I, Jeffrey M. Olshan, declare:

1. I am one of the deputies to Robb Evans ("Receiver") as Permanent Receiver of D.W. Heath & Associates, Inc., Private Capital Management, Inc., Private Collateral Management, Inc. and PCM Fixed Income Fund I, LLC and their subsidiaries and affiliates, and as Permanent Receiver of the "Schlarmann Interests" in connection with the above-referenced matter. I have personal knowledge of the matters set forth in this declaration or have gained knowledge of these matters based upon my responsibility in attempting to market and sell the real property comprised of 4.84 acres of land on Dentre De Lomas Road in Bonsall, California, County of San Diego, assessor's parcel number 126-180-53-00 ("Bonsall property"). If called upon to testify as to the matters set forth in this declaration, I could and would competently testify thereto.

2. By this motion, the Receiver seeks an order authorizing and confirming the sale of the Bonsall property to Barry Borm and Cherry Borm ("Borm") for \$552,500.00.

3. The Bonsall property is located approximately 95 miles south of Los Angeles and 50 miles north of the city of San Diego. The Bonsall property consists of 4.84 acres on hilly terrain with a proposed home site at the highest point of the land. The property is improved with a mature, income producing avocado grove. It has one lien against it in favor of Washington Mutual securing a loan with an approximate unpaid balance of \$262,000.00. The Bonsall property is held in the name of NADM Equities, L.P. ("NADM"). As previously set forth in the Receiver's second report, NADM was an entity owned by Larre Jaye Schlarmann ("Schlarmann") and used by him to hold substantial assets generated with the proceeds of Private Capital Management, Inc. investor funds. I have obtained a copy of a joint tenancy grant deed recorded on May 4, 2004, evidencing that Schlarmann and Janet K. Schlarmann transferred the Bonsall property to NADM

1 by joint tenancy grant deed. A true and correct copy of the recorded deed is
2 attached hereto as Exhibit 1. The deed indicates that the transfer was made for
3 "no consideration". The transfer was made seven days after the instant lawsuit
4 was filed.

5 4. I have been primarily responsible for the day-to-day efforts to market
6 and sell the Bonsall property on behalf of the Receiver. We have undertaken
7 substantial efforts to sell the Bonsall property which has resulted in a contract with
8 Borm for the gross sales price of \$552,500.00. Commencing in December 2004,
9 the Receiver began to take steps to market and sell the Bonsall property. At that
10 time, I met with the maintenance company, toured the site and visited neighboring
11 developed sites. I interviewed the grove manager and obtained the names of several
12 real estate agents qualified to list and sell the property. Thereafter, I conducted
13 telephone interviews with several real estate agents and we thereafter narrowed the
14 selection process down to two agents and requested that each submit a broker's
15 opinion of value and a listing proposal complete with marketing and sales strategies
16 to achieve the highest price.

17 5. In January 2005, the Receiver selected Kay O'Hara with Hansen Realty
18 as the listing agent. I thereafter obtained two appraisals of the Bonsall property
19 from MAI certified appraisers. Both of the appraisers agreed that the highest
20 and best use of the Bonsall property was to develop it with one single family home
21 and continue to cultivate the avocado trees as income producing landscape. Both
22 brokers' opinions of value and both MAI appraisals all came in substantially below
23 the sales price reflected in the subject transaction.

24 6. After we selected Ms. O'Hara as listing agent and obtained the
25 appraisals, the property was listed for sale at \$549,000.00 in early March. The
26 listing process produced several offers below the list price. After substantial
27 negotiations, a contract was accepted by the Receiver in the amount of \$525,000.00
28 subject to court approval and a five day out-of-court overbidding process. During

1 the overbidding period, three offers were submitted in the amounts of \$549,000.00
2 cash, \$555,000.00 contingent on financing, and the instant offer from Borm of
3 \$552,500.00 cash. The Receiver selected the Borm offer because it was the highest
4 cash offer and because the contingent offer was only \$2,500.00 higher, which
5 I did not consider a sufficient increase to offset the inherent risk associated with
6 a loan contingency sale. Based on these facts and circumstances, the Receiver has
7 determined that, given the opinions of value he has obtained from the broker and
8 the appraisals, it is appropriate at this time to seek court approval for the sale.

9 7. The Receiver has entered into a Vacant Land Purchase Agreement
10 and Joint Escrow Instructions ("Agreement") with Borm, subject to Court approval,
11 a true and correct copy of which is attached hereto as Exhibit 2. The material
12 terms of the Agreement call for a purchase price of \$552,500.00, less a 6% sales
13 commission. The sale is all cash without any loan contingency. Borm's inspection
14 period has elapsed. I am advised that the condition that the Buyers receive
15 and approve a current, updated county health approved septic system layout for
16 a prospective six bedroom home probably will be satisfied in early June, because
17 the county has previously approved the septic system and the current approval is
18 merely an update. Therefore, under the Agreement, escrow should be in a position
19 to close within 20 days after court approval.

20 8. The Receiver and this declarant believe that the proposed sale of the
21 Bonsall property to Borm represents an excellent result for the receivership estate,
22 in that the sales transaction is above the brokers' opinions of value and the two
23 MAI appraisals and is the result of multiple overbids.

24 I declare under penalty of perjury that the foregoing is true and correct and
25 that this declaration was executed on May 19, 2005, at Santa Ana, California.

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JEFFREY M. OLSHAN, Declarant

FRANDZEL ROBINS BLOOM & CSATO, L.C.
6500 WILSHIRE BOULEVARD, 17TH FLOOR
LOS ANGELES, CALIFORNIA 90048-4920
(323) 852-1000

1 **PROOF OF SERVICE**

2 I, the undersigned, declare and certify as follows:

3 I am over the age of eighteen years, not a party to the within action and employed in the
4 County of Los Angeles, State of California. I am employed in the office of FRANDZEL ROBINS
5 BLOOM & CSATO, L.C., members of the Bar of the above-entitled Court, and I made the service
referred to below at their direction. My business address is 6500 Wilshire Boulevard, Seventeenth
Floor, Los Angeles, California 90048-4920.

6 On May 20, 2005, I served true copy(ies) of the **NOTICE OF MOTION AND MOTION**
7 **FOR ORDER AUTHORIZING AND CONFIRMING SALE OF BONSALE PROPERTY;**
8 **MEMORANDUM OF POINTS AND AUTHORITIES AND DECLARATION OF**
JEFFREY M. OLSHAN IN SUPPORT THEREOF, the original(s) of which is(are) affixed
hereto, to the party(ies) listed on the attached service list.

9 **BY MAIL:** I am "readily familiar" with the firm's practice of collection and processing
10 correspondence for mailing with the United States Postal Service. Under that practice,
11 it could be deposited with the United States Postal Service that same day in the ordinary
12 course of business. Such document(s) were placed in envelopes addressed to the person(s)
served hereunder for collection and mailing with postage thereon fully prepaid at
Los Angeles, California, on that same day following ordinary business practices.

13 **BY FACSIMILE:** At approximately _____, I caused said document(s) to be transmitted
14 by facsimile. The telephone number of the sending facsimile machine was (323) 651-
2577. The name(s) and facsimile machine telephone number(s) of the person(s) served
15 are set forth in the service list. The document was transmitted by facsimile transmission,
and the sending facsimile machine properly issued a transmission report confirming that
the transmission was complete and without error.

16 **BY OVERNIGHT DELIVERY:** I deposited such document(s) in a box or other facility
17 regularly maintained by the overnight service carrier, or delivered such document(s) to
a courier or driver authorized by the overnight service carrier to receive documents, in
18 an envelope or package designated by the overnight service carrier with delivery fees
paid or provided for, addressed to the person(s) served hereunder.

19 **BY EXPRESS MAIL:** I deposited such document(s) in a box or other facility regularly
20 maintained by the United States Postal Service, in an envelope or package designated by
the United States Postal Service with delivery fees paid or provided for, addressed to the
21 person(s) served hereunder.

22 **BY PERSONAL SERVICE:** I personally delivered such document(s) to the person(s)
served hereunder.

23 I certify under penalty of perjury under the laws of the State of California and the United
24 States of America that the foregoing is true and correct.

25 Executed on May 20, 2005, at Los Angeles, California.

26
27 
28 BONITA ZEIER

SERVICE LIST

Securities and Exchange Commission v. D.W. Heath & Associates, Inc., et al.
U.S.D.C. Case No. CV 04-02949

- 1
2
3
4 David S. Brown, Esq. Attorneys for Plaintiff Securities and
Molly White, Esq. Exchange Commission
Securities and Exchange Commission
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Burbank, CA 91505
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Fax: (818) 526-7672
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11 Michael A. Oswald, Esq. Attorney for Defendant
Oswald & Yap, APC Denis Timothy O'Brien
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3600 Lime Street, Suite 416
15 Riverside, CA 92501
Tel: (951) 341-9300
16 Fax: (951) 341-9309
17 Jeffrey W. Broker, Esq. Attorney for Debtor
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18 Irvine, CA 92612
Tel: (949) 222-2000
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20 Norman Hanover, Esq. Attorney for Chapter 7 Trustee
Reid & Hellyer
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22 Tel: (951) 682-1771
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24 David Osias, Esq. Attorney for Chapter 7 Trustee
Debra A. Riley, Esq.
Allen Matkins Leck Gamble & Mallory LLP
25 501 West Broadway, Suite 900
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26 Tel: (619) 233-1155
Fax: (619) 233-1158
27
28

1	Mr. Daniel Heath Booking No. 200427981	Defendant
2	Robert Presley Detention Center P. O. Box 710	
3	Riverside, California 92501	
4	Michael Silverman, Esq. District Attorney's Office	Attorneys for The People of the State of California
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6	Tel: (951) 955-5400 Fax: (951) 955-5682	
7		
8	Michael Lipman, Esq. Coughlan Semmer & Lipman LLP	Attorney for Defendant Larre Jaye Schlarmann
9	501 W. Broadway, Suite 400 San Diego, CA 92101	
10	Tel: (619) 232-0800 Fax: (619) 232-0107	
11	Steve Harmon, Esq. The Law Offices of Harmon & Harmon	Co-Counsel for Larre Jaye Schlarmann
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