

B1 (Official Form 1)(12/11)

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

Voluntary Petition

Name of Debtor (if individual, enter Last, First, Middle): Paramount Scaffold Gulf Region, Inc.	Name of Joint Debtor (Spouse) (Last, First, Middle):
All Other Names used by the Debtor in the last 8 years (include married, maiden, and trade names):	All Other Names used by the Joint Debtor in the last 8 years (include married, maiden, and trade names):
Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN) No./Complete EIN (if more than one, state all) 26-4626594	Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN) No./Complete EIN (if more than one, state all)
Street Address of Debtor (No. and Street, City, and State): 16525 S. Avalon Blvd. Carson, CA <div style="text-align: right;">ZIP Code 90746</div>	Street Address of Joint Debtor (No. and Street, City, and State): <div style="text-align: right;">ZIP Code</div>
County of Residence or of the Principal Place of Business: Los Angeles	County of Residence or of the Principal Place of Business:
Mailing Address of Debtor (if different from street address): <div style="text-align: right;">ZIP Code</div>	Mailing Address of Joint Debtor (if different from street address): <div style="text-align: right;">ZIP Code</div>

Location of Principal Assets of Business Debtor
(if different from street address above):

Type of Debtor (Form of Organization) (Check one box) <input type="checkbox"/> Individual (includes Joint Debtors) <i>See Exhibit D on page 2 of this form.</i> <input checked="" type="checkbox"/> Corporation (includes LLC and LLP) <input type="checkbox"/> Partnership <input type="checkbox"/> Other (If debtor is not one of the above entities, check this box and state type of entity below.)	Nature of Business (Check one box) <input type="checkbox"/> Health Care Business <input type="checkbox"/> Single Asset Real Estate as defined in 11 U.S.C. § 101 (51B) <input type="checkbox"/> Railroad <input type="checkbox"/> Stockbroker <input type="checkbox"/> Commodity Broker <input type="checkbox"/> Clearing Bank <input checked="" type="checkbox"/> Other	Chapter of Bankruptcy Code Under Which the Petition is Filed (Check one box) <input type="checkbox"/> Chapter 7 <input type="checkbox"/> Chapter 9 <input checked="" type="checkbox"/> Chapter 11 <input type="checkbox"/> Chapter 12 <input type="checkbox"/> Chapter 13 <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Main Proceeding <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Nonmain Proceeding
Chapter 15 Debtors Country of debtor's center of main interests: Each country in which a foreign proceeding by, regarding, or against debtor is pending:	Tax-Exempt Entity (Check box, if applicable) <input type="checkbox"/> Debtor is a tax-exempt organization under Title 26 of the United States Code (the Internal Revenue Code).	Nature of Debts (Check one box) <input type="checkbox"/> Debts are primarily consumer debts, defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose." <input checked="" type="checkbox"/> Debts are primarily business debts.

Filing Fee (Check one box) <input checked="" type="checkbox"/> Full Filing Fee attached <input type="checkbox"/> Filing Fee to be paid in installments (applicable to individuals only). Must attach signed application for the court's consideration certifying that the debtor is unable to pay fee except in installments. Rule 1006(b). See Official Form 3A. <input type="checkbox"/> Filing Fee waiver requested (applicable to chapter 7 individuals only). Must attach signed application for the court's consideration. See Official Form 3B.	Chapter 11 Debtors Check one box: <input type="checkbox"/> Debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). <input checked="" type="checkbox"/> Debtor is not a small business debtor as defined in 11 U.S.C. § 101(51D). Check if: <input type="checkbox"/> Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$2,343,300 (amount subject to adjustment on 4/01/13 and every three years thereafter). Check all applicable boxes: <input type="checkbox"/> A plan is being filed with this petition. <input type="checkbox"/> Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
--	---

Statistical/Administrative Information

Debtor estimates that funds will be available for distribution to unsecured creditors.
 Debtor estimates that, after any exempt property is excluded and administrative expenses paid,
 there will be no funds available for distribution to unsecured creditors.

Estimated Number of Creditors

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1-49	50-99	100-199	200-999	1,000-5,000	5,001-10,000	10,001-25,000	25,001-50,000	50,001-100,000	OVER 100,000

Estimated Assets

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
\$0 to \$50,000	\$50,001 to \$100,000	\$100,001 to \$500,000	\$500,001 to \$1 million	\$1,000,001 to \$10 million	\$10,000,001 to \$50 million	\$50,000,001 to \$100 million	\$100,000,001 to \$500 million	\$500,000,001 to \$1 billion	More than \$1 billion

Estimated Liabilities

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
\$0 to \$50,000	\$50,001 to \$100,000	\$100,001 to \$500,000	\$500,001 to \$1 million	\$1,000,001 to \$50 million	\$10,000,001 to \$100 million	\$50,000,001 to \$100 million	\$100,000,001 to \$500 million	\$500,000,001 to \$1 billion	More than \$1 billion

THIS SPACE IS FOR COURT USE ONLY

Voluntary Petition <i>(This page must be completed and filed in every case)</i>		Name of Debtor(s): Paramount Scaffold Gulf Region, Inc.	
All Prior Bankruptcy Cases Filed Within Last 8 Years (If more than two, attach additional sheet)			
Location Where Filed: - None -	Case Number:	Date Filed:	
Location Where Filed:	Case Number:	Date Filed:	
Pending Bankruptcy Case Filed by any Spouse, Partner, or Affiliate of this Debtor (If more than one, attach additional sheet)			
Name of Debtor: Paramount Scaffold, Inc.	Case Number: 2:11-bk-61158-ER	Date Filed: 12/16/11	
District: Central District of California	Relationship: Affiliate	Judge: Ernest M. Robles	
Exhibit A (To be completed if debtor is required to file periodic reports (e.g., forms 10K and 10Q) with the Securities and Exchange Commission pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 and is requesting relief under chapter 11.) <input type="checkbox"/> Exhibit A is attached and made a part of this petition.	Exhibit B <small>(To be completed if debtor is an individual whose debts are primarily consumer debts.)</small> I, the attorney for the petitioner named in the foregoing petition, declare that I have informed the petitioner that [he or she] may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each such chapter. I further certify that I delivered to the debtor the notice required by 11 U.S.C. §342(b). X _____ Signature of Attorney for Debtor(s) (Date)		
Exhibit C			
Does the debtor own or have possession of any property that poses or is alleged to pose a threat of imminent and identifiable harm to public health or safety? <input type="checkbox"/> Yes, and Exhibit C is attached and made a part of this petition. <input checked="" type="checkbox"/> No.			
Exhibit D			
(To be completed by every individual debtor. If a joint petition is filed, each spouse must complete and attach a separate Exhibit D.) <input type="checkbox"/> Exhibit D completed and signed by the debtor is attached and made a part of this petition. If this is a joint petition: <input type="checkbox"/> Exhibit D also completed and signed by the joint debtor is attached and made a part of this petition.			
Information Regarding the Debtor - Venue (Check any applicable box)			
<input checked="" type="checkbox"/> Debtor has been domiciled or has had a residence, principal place of business, or principal assets in this District for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other District. <input checked="" type="checkbox"/> There is a bankruptcy case concerning debtor's affiliate, general partner, or partnership pending in this District. <input type="checkbox"/> Debtor is a debtor in a foreign proceeding and has its principal place of business or principal assets in the United States in this District, or has no principal place of business or assets in the United States but is a defendant in an action or proceeding [in a federal or state court] in this District, or the interests of the parties will be served in regard to the relief sought in this District.			
Certification by a Debtor Who Resides as a Tenant of Residential Property (Check all applicable boxes)			
<input type="checkbox"/> Landlord has a judgment against the debtor for possession of debtor's residence. (If box checked, complete the following.)			

(Name of landlord that obtained judgment)			

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

Voluntary Petition

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

Name of Debtor(s):

Paramount Scaffold Gulf Region, Inc.

Signatures

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

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

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

X _____
Signature of Debtor

X _____
Signature of Joint Debtor

Telephone Number (If not represented by attorney)

Date

Signature of a Foreign Representative

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

(Check only one box.)

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

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

X _____
Signature of Foreign Representative

Printed Name of Foreign Representative

Date

Signature of Attorney*

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

Ron Bender 143364
Printed Name of Attorney for Debtor(s)

Levene, Neale, Bender, Yoo & Brill LLP
Firm Name

10250 Constellation Blvd.
Suite 1700
Los Angeles, CA 90067

Address

(310) 229-1234
Telephone Number

December 16, 2011 143364
Date

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

Signature of Non-Attorney Bankruptcy Petition Preparer

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

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

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

Address

X _____
Date

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

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

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

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

Signature of Debtor (Corporation/Partnership)

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

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

X /s/ Andrew De Camara
Signature of Authorized Individual

Andrew De Camara
Printed Name of Authorized Individual

Authorized Estate Representative/Court Appointed Receiver
Title of Authorized Individual

December 16, 2011
Date

B4 (Official Form 4) (12/07)

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

In re Paramount Scaffold Gulf Region, Inc.
Debtor(s)

Case No. _____
Chapter 11

LIST OF CREDITORS HOLDING 20 LARGEST UNSECURED CLAIMS

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

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

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

In re Paramount Scaffold Gulf Region, Inc.

Case No. _____

Debtor(s)

LIST OF CREDITORS HOLDING 20 LARGEST UNSECURED CLAIMS
(Continuation Sheet)

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

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

In re Paramount Scaffold Gulf Region, Inc.
Debtor(s)

Case No. _____

LIST OF CREDITORS HOLDING 20 LARGEST UNSECURED CLAIMS
(Continuation Sheet)

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

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

Date December 16, 2011

Signature /s/ Andrew De Camara
Andrew De Camara
Authorized Estate Representative/Court Appointed Receiver

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

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

In re Paramount Scaffold Gulf Region, Inc.
Debtor

Case No. _____

Chapter 11

LIST OF EQUITY SECURITY HOLDERS

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

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

DECLARATION UNDER PENALTY OF PERJURY ON BEHALF OF CORPORATION OR PARTNERSHIP

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

Date December 16, 2011

Signature /s/ Andrew De Camara

**Andrew De Camara
Authorized Estate Representative/Court Appointed Receiver**

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

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

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

See item no. 3 below.

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

None.

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

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

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

None.

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

Executed at Los Angeles, California.

/s/ Andrew De Camara

Dated December 16, 2011

Andrew De Camara

Debtor

Joint Debtor

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

Name Ron Bender 143364
Address 10250 Constellation Blvd. Suite 1700 Los Angeles, CA 90067
Telephone (310) 229-1234

- Attorney for Debtor(s)
 Debtor in Pro Per

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

VERIFICATION OF CREDITOR MAILING LIST

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

Date: December 16, 2011

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

Date: December 16, 2011

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

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

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

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

ADP
504 CLINTON CENTER DR
SUITE 4400
CLINTON, MS 39056

Aerial Access Equipment
PO BOX 677308
DALLAS, TX 75267

Amerigas-Baton Rouge
PO BOX 660288
DALLAS, TX 75266

ATPAC Group
4195 JVL INDUSTRIAL PARK DR
MARIETTA, GA 30066

B&R Hotshots
PO BOX 1679
GONZALES, LA 70707

Brand Energy Solutions
PO BOX 91473
CHICAGO, IL 60693

Direct Scaffold Supply
5602 ARMOUR DR
HOUSTON, TX 77020

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

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

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

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

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

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

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

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

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

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

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

Wilson
PO BOX 200822
DALLAS, TX 75320

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

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

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

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

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

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

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

/s/ Andrew De Camara
Signature of Attorney or Declarant

December 16, 2011
Date

Andrew De Camara
Printed Name of Attorney or Declarant

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

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

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

**Bayou Group Investors LLC
12323 LA Highway 965
Saint Francisville, LA 70775**

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

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

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

Attach additional sheets as necessary and indicate so in each section

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

In re Paramount Scaffold Gulf Region Inc. Debtor.	CHAPTER 11 CASE NUMBER
--	---------------------------

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

Executed on December 16, 2011, at _____, California.

Andrew De Camara
Type Name of Officer

/s/ Andrew De Camara
Signature of Declarant

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

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

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

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

CASE NO.: CV-11-9094-R

Date: November 28, 2011

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

=====

PRESENT:

HON. MANUEL L. REAL, JUDGE

**William Horrell
Deputy Clerk**

**Theresa Lanza
Court Reporter**

ATTORNEYS PRESENT FOR PLAINTIFFS:

ATTORNEYS PRESENT FOR DEFENDANTS:

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

**Jeffrey Smith
Evan Jones**

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

The Court hears arguments of counsel.

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

Plaintiff shall submit a proposed order.

10 min

1 SHEPPARD, MULLIN, RICHTER & HAMPTON LLP
A Limited Liability Partnership
2 Including Professional Corporations
DAVID J. McCARTY, CAL. BAR NO. 77346
3 dmccarty@sheppardmullin.com
KYLE J. MATHEWS, CAL. BAR NO. 218384
4 kmathews@sheppardmullin.com
M. REED MERCADO, CAL. BAR NO. 247318
5 rmercado@sheppardmullin.com
333 South Hope Street, 43rd Floor
6 Los Angeles, California 90071-1422
Telephone: 213-620-1780
7 Facsimile: 213-620-1398

8 Attorneys for Plaintiff
U.S. BANK NATIONAL ASSOCIATION
9

10 **UNITED STATES DISTRICT COURT**
11 **CENTRAL DISTRICT OF CALIFORNIA**
12 **WESTERN DIVISION**

14 U.S. BANK NATIONAL
ASSOCIATION,

16 Plaintiff,

18 v.

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

23 Defendants.
24

Case No. CV11-9094-R (Ex)

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

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

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

18 IT IS HEREBY ORDERED THAT:

19
20 1. Andrew De Camara (the "Receiver") is hereby appointed
21 Receiver with the power and authority to take possession of, manage and operate the
22 businesses of Defendants and the Collateral (as defined in the Application) for all
23 purposes (collectively, the "Receivership Estate"). The Receiver shall conduct the
24 duties set forth herein and in doing so shall care for, manage, preserve, protect, sell,
25 operate and collect the profits generated the Defendants' business operations and the
26 Receivership Estate as instructed by the Court and in the manner the Receiver
27 believes most beneficial to the Receivership Estate and its creditors.

28

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13
14 5. The Receiver shall, within thirty (30) days of its qualification
15 hereunder, file in this action an inventory of all property of which it shall have taken
16 possession pursuant hereto, including, without limitation, the identity of all written
17 or non-written contracts (whether for sale or otherwise), options, insurance policies,
18 fixtures or personal property. The Receiver may thereafter, to the extent necessary,
19 conduct periodic inventories of all property of the Receivership Estate of which it
20 shall have taken possession pursuant to this Order, and to provide the Parties to this
21 action herein with regular and material updates; and

22
23 6. The Receiver shall prepare monthly operating reports which shall
24 include a statement reflecting the Receiver's fees and expenses incurred for said
25 period in the operation of, construction on and administration of the Receivership
26 Estate, as well as the fees and expenses of LNBYB and any other attorneys or
27 accountants employed by the Receiver. The Receiver shall charge an hourly rate not
28 to exceed \$325 per hour for his services. The Receiver shall primarily use the

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

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

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13

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

18

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

22

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

28

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

3

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

6

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

10

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

14

15 IT IS SO ORDERED.



16

17 Dated: November 14, 2011

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

18

19

20

21

22

23

24

25

26

27

28

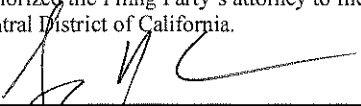
Attorney or Party Name, Address, Telephone & FAX Numbers, and California State Bar Number Ron Bender Levene, Neale, Bender, Yoo & Brill LLP 10250 Constellation Blvd. Suite 1700 Los Angeles, CA 90067 (310) 229-1234 143364 <input type="checkbox"/> Attorney for.	FOR COURT USE ONLY
UNITED STATES BANKRUPTCY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

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

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

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

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



 Signature of Authorized Signatory of Filing Party

December 16, 2011

 Date

Andrew De Camara

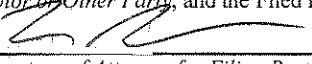
 Printed Name of Authorized Signatory of Filing Party

Authorized Estate Representative/Court Appointed Receiver

 Title of Authorized Signatory of Filing Party

PART II - DECLARATION OF ATTORNEY FOR FILING PARTY

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



 Signature of Attorney for Filing Party

December 16, 2011

 Date

Ron Bender 143364

 Printed Name of Attorney for Filing Party