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8 **UNITED STATES DISTRICT COURT**
 9 **NORTHERN DISTRICT OF CALIFORNIA**

10
11 SECURITIES AND EXCHANGE
COMMISSION,

12 Plaintiff,

13 v.

14 SILICONSAGE BUILDERS, LLC aka
 15 SILICON SAGE BUILDERS and
 16 SANJEEV ACHARYA,

17 Defendants.

Case No. 3:20-cv-09247-SI

**NOTICE OF MOTION AND MOTION OF
 RECEIVER, DAVID STAPLETON, FOR
 ORDER APPROVING SALES OF REAL
 PROPERTY OWNED BY DOWNTOWN
 GATEWAY RETAIL, LLC, FREE AND
 CLEAR OF LIENS**

**[Memorandum of Points and
 Authorities and Supporting Exhibits
 Filed Concurrently]**

Date: April 22, 2022
 Time: 10:00 a.m.
 Crtrm.: 1 – 17th Floor (hearing via Zoom)
 Judge: Susan Illston

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TO THE HONORABLE SUSAN ILLSTON, SENIOR DISTRICT JUDGE, AND ALL PARTIES IN INTEREST:

PLEASE TAKE NOTICE that on April 22, 2022, at 10:00 a.m., the Court is scheduled to hold a hearing on the motion (the "Motion") of David Stapleton, the Court-appointed receiver (the "Receiver") over SiliconSage Builders, LLC, and its subsidiaries and affiliates (together, the "Receivership Entities"), for an order in aid of the receivership that authorizes the Receiver to sell the retail units owned by Downtown Gateway Retail, LLC, free and clear of liens, claims, leases, interests and encumbrances, and pursuant to the terms and conditions of a Forbearance Agreement with Franklin Monroe Holding Company, LLC (the "Lender"), the holder of the first priority deed of trust against the property.

Unless the Court issues an order in advance of the hearing, the Court will be conducting the hearing by Zoom, and instructions for appearing at the hearing will be posted approximately two days prior to the hearing. **Pursuant to Local Rule 7-3(a), any written opposition to the relief sought in the Motion must be filed with the Court and served on counsel for the moving party by no later than fourteen (14) days after the filing of this Motion, which is occurring on March 17, 2022.**

Concurrently with this Motion, the Receiver is filing his Memorandum of Points and Authorities in support of the Motion and the supporting declarations of Robin Santiago and David Stapleton (together, the "Memorandum"). The Motion and the Memorandum are being served by mail on all parties with a lien or interest in the preliminary title reports for the Property. Pursuant to the order limiting notice in this case, both the Motion and the Memorandum are being made available on the website for this receivership, which is www.siliconsagereceivership.com, or by contacting proposed counsel for the Receiver at kandrassy@swelawfirm.com. The following describes the relief sought in this Motion:

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I. **THE RECEIVER HAS ACCEPTED SIX OFFERS TO PURCHASE SIX UNITS OF THE REAL PROPERTY OWNED BY DOWNTOWN GATEWAY RETAIL, LLC**

Downtown Gateway Retail, LLC ("Downtown Gateway"), owns seven retail units on the ground floor of a mixed use building with condominiums that is located in Santa Clara, CA. 1313 Franklin, LLC, one of the Receivership Entities, built the building and sold the residential units. It then conveyed title to the seven retail units to Downtown Gateway. Their description is as follows:

Street Address	Assessor's Parcel No.
1002 Monroe St.	269-62-001
1026 Monroe St.	269-62-002
1034 Monroe St.	269-62-003
1056 Monroe St.	269-62-004
1078 Monroe St.	269-62-005
1086 Monroe St.	269-62-006
1098 Monroe St.	269-62-007

The units are collectively referred to as the "Property." After a number of months of marketing of the units as a whole and individually, the Receiver has accepted six offers on six of the units and entered into purchase and sale agreements with the buyers. Five have removed their due diligence contingency and the six is still in due diligence. The Receiver has received an offer on the seventh unit, at 1026 Monroe, but it is still being negotiated and documented. A summary of the documented proposed sales is as follows:

Address	Buyer	Purchase Price	Material Terms
1002 Monroe	Altitude Investment LLC	\$1,909,009	Escrow is holding a deposit of \$57,270.27 Closing to occur ten days after entry of

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1	Address	Buyer	Purchase Price	Material Terms
2				the order approving the sale
3				
4	1034 Monroe	1034 Monroe St. LLC	\$1,206,625	60 day due diligence period that started running on February 3, 2022
5				Escrow is holding a deposit of \$35,449
6				Closing to occur 15 days after entry by the Court of the order approving the sale, but in no event later than May 15, 2022
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12	1056 Monroe	Monroe Investment, LLC	\$890,310	Escrow is holding a deposit of \$26,028
13				Closing to occur 10 days after entry of the order approving the sale
14				
15				
16	1078 Monroe	Hong Xie	\$737,500	Escrow is holding a deposit of \$21,562
17				Closing to occur ten days after entry of an order approving the sale.
18				
19				
20	1086 Monroe	Ly's Pole Studio	\$715,000	Escrow is holding a deposit of \$21,450
21				Closing to occur ten days after entry of an order approving the sale.
22				
23				
24	1098 Monroe	Alan Nguyen	\$1,167,660	Escrow is holding a deposit of \$34,437
25				Closing to occur ten days after entry of an order approving the sale.
26				
27				
28	Total		\$5,735,794	

1

2 The sales are each "as is, where is" and without any representations or warranties. The
3 sales are each conditioned upon the Receiver obtaining the consent of the mortgage
4 holder to the sales, because the mortgage holder will not be paid in full from the
5 proposed sales.

6 With respect to the seventh unit, located at 1026 Monroe, the Receiver is in
7 negotiations with a potential buyer. If an agreement is reached, the Receiver file the
8 agreement with the Court prior to the hearing on this Motion. When the Receiver was
9 appointed, 1026 Monroe was being leased to Koma Ventures V, LLC, which operated an
10 Orangetheory Fitness location under a lease that was signed on April 17, 2019 (the
11 "1026 Monroe Lease"). However, because of the pandemic and disputes about tenant
12 improvements that were to have been paid for by Downtown Gateway, the tenant has not
13 tendered any rent. The tenant has requested that it be permitted to surrender the lease
14 and the Receiver is informed by the broker that the unit has been vacated. Discussions
15 are ongoing about the past due rent.

16 In order to accomplish these sales, the Receiver retained Robin Santiago of SVN
17 Capital West Partners (the "Broker"). Pursuant to the listing agreement, the Broker is
18 entitled to a sales commission of 4% of the sale price if there is no cooperating broker
19 and 5% if there is a cooperating broker. There are cooperating brokers on 1002 Monroe,
20 1034 Monroe, and 1056 Monroe.

21 **A. The Senior Lienholder Has Consented to the Sales Pursuant to the**
22 **Terms of a Forbearance Agreement**

23 Franklin Monroe Holding Company, LLC (the "Lender"), holds a deed of trust
24 against the Property to secure a debt in the original principal amount of \$7,850,000. As
25 of the filing of this Motion, the Lender is owed approximately \$10,830,775, which includes
26 regular and default interest, a deferred origination fee, an exit fee and legal fees. There
27 is a reserve account that was intended to fund tenant improvements that has
28 approximately \$881,749 on deposit (the "Reserve"). The Lender will not be paid in full

1 but has agreed to share up to \$75,000 (the "Carve-Out") that would otherwise be paid to
 2 it on account of its lien with the Receivership Estate pursuant to the terms of the
 3 Forbearance Agreement provided as Exhibit "9." The Carve-Out is allocated to each unit
 4 based on its square footage, as set forth in the following table:

Unit	Amount of Carve-Out
1002 Monroe	\$17,403
1026 Monroe	\$15,611
1034 Monroe	\$10,801
1056 Monroe	\$7,932
1078 Monroe	\$6,570
1086 Monroe	\$6,192
1098 Monroe	\$10,491
Total	\$75,000

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16 The Lender is requiring that the five units that have removed the due diligence
17 contingency close on the same day and that it receive the net proceeds from these sales
18 after payment of the Carve-Out related to these units, valid senior liens, property taxes,
19 the broker's commission, and closing costs. The deadline for these units to close and the
20 Lender to receive the net proceeds is May 9, 2022. This is referred to in the Forbearance
21 Agreement as the April Partial Paydown. 1034 Monroe must close by May 15, 2022, with
22 the Lender to receive its proceeds by that date. This is referred to in the Forbearance
23 Agreement as the May Partial Paydown. Downtown Gateway will have until July 31,
24 2022, referred to in the Forbearance Agreement as the Payoff Deadline, to close a sale
25 of 1026 Monroe unless the Lender agrees to extend that date. If any of these deadlines
26 is not met or extended by agreement of the parties, the Forbearance Agreement will
27 terminate and the Lender will have relief from the Receivership Order to foreclose. The
28

1 Lender is authorized to enforce its rights and remedies as to the Reserve pursuant to the
2 terms of the Forbearance Agreement and the other Loan Documents.

3 **B. The Liens Against the Property**

4 There is a mechanic's lien against the Property that is held by All Seasons Roofing
5 & Waterproofing in the amount of \$75,517.20 that appears to be a senior lien because it
6 relates to work performed on the Property in 2018 and was perfected prior to the entry of
7 the Receivership Order. It will be paid through escrow, prior to the Lender receiving any
8 funds. The units are also subject to homeowner's association liens held by Downtown
9 Gateway Homeowners Association that were recorded in 2020 that are junior to the
10 Lender's lien and which the Receiver is proposing to sell free and clear of because they
11 would be wiped out if the Lender forecloses. These liens are as follows: (1) a lien of
12 \$11,472.27 against 1002 Monroe; (2) a lien of \$6,696.88 against 1034 Monroe; (3) a lien
13 of \$5,227.49 against 1056 Monroe; (4) a lien of \$4,860.18 against 1078 Monroe; (5) a
14 lien of \$4,427.86 against 1086 Monroe; (6) a lien of \$6,696.88 against 1098 Monroe; and
15 (7) a lien of \$8,166.28 against 1026 Monroe.

16 The title company is reflecting a lien recorded by the Franchise Tax Board against
17 Sanjeev and Mina Acharya as a potential lien against the Property. The Receiver
18 disputes this because neither Downtown Gateway nor its predecessor, 1313 Franklin,
19 LLC, are named on that lien and the Property is not owned by the Acharyas. The
20 Receiver requests that the sales of the units be free and clear of this lien. In addition,
21 Express Fence, LLC, recorded a lien on April 26, 2021, in the amount of \$5,830.00, but
22 this lien was recorded in violation of the Receivership Order, which provides that parties
23 are enjoined from taking any act that would "[i]nterfere with the Receiver's efforts to take
24 control, possession, or management of any Receivership Property; such prohibited
25 actions include but are not limited to, . . . creating or enforcing a lien upon any
26 Receivership Property."

27 Last, there are two liens reflected on the preliminary title reports that secure
28 obligations that have been repaid and that the Receiver believes have been reconveyed.

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1 The first is in favor of Peruri Capital Partners, LLC, and several other beneficiaries and
2 was recorded in 2015 as document number 2015-23159638. The second is in favor of
3 Preferred Bank and was recorded in 2016 as document number 2016-23421735. Neither
4 appeared on a preliminary title report that the Receiver obtained from Fidelity National
5 Title, but they do appear on the preliminary title report obtained from Orange Coast Title.
6 These lenders are being served with the Motion out of an abundance of caution.

7

8 **II. RELIEF REQUESTED**

9 Based on the foregoing, the Receiver requests that the Court enter an order:

10 (1) Granting the Motion;

11 (2) Authorizing the Receiver to enter into the Forbearance Agreement and
12 approving the terms of that Forbearance Agreement;

13 (3) Providing that without further order of the Court, the Lender shall be
14 deemed to have been granted relief from the Receivership Order and may proceed with
15 enforcing all of its rights and remedies under the Loan Documents, as that term is defined
16 in the Forbearance Agreement, and applicable law, including, without limitation, the
17 completion of the non-judicial foreclosure sale of the Property initiated by its Notice of
18 Default upon the occurrence of any of the following events:

19 (a) The occurrence of any default under the Loan Documents other than
20 the Existing Default described in the Forbearance Agreement;

21 (b) The occurrence of a default of a material term of the Forbearance
22 Agreement which is not cured within five (5) business days;

23 (c) The Lender does not receive the net proceeds from the sales of the
24 units located at 1002 Monroe, 1056 Monroe, 1078 Monroe, 1086 Monroe, and 1098
25 Monroe, which sales are to close concurrently, on or before May 9, 2022;

26 (d) The Lender does not receive the net proceeds from the sale of 1034
27 Monroe on or before May 15, 2022; or

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1 (e) The sale of 1026 Monroe does not close on or before July 31, 2022,
2 at a sale price in excess of that set forth in the Forbearance Agreement.

3 (4) The Receiver is authorized to sell 1002 Monroe St., Santa Clara, CA 95050,
4 APN 269-62-001, to Altitude Investment, Inc., pursuant to the terms and conditions of the
5 purchase agreement attached as Exhibit "1," which terms and conditions are approved,
6 including that the sale is "as-is, where-is" and without any representations or warranties;

7 (5) The Receiver is authorized to sell 1034 Monroe St., Santa Clara, CA 95050,
8 APN 269-62-003, to 1034 Monroe St. LLC pursuant to the terms and conditions of the
9 purchase agreement attached as Exhibit "2," which terms and conditions are approved,
10 including that the sale is "as-is, where-is" and without any representations or warranties;

11 (6) The Receiver is authorized to sell 1056 Monroe St., Santa Clara, CA 95050,
12 APN 269-62-004, to Monroe Investment, LLC, pursuant to the terms and conditions of the
13 purchase agreement attached as Exhibit "3," which terms and conditions are approved,
14 including that the sale is "as-is, where-is" and without any representations or warranties;

15 (7) The Receiver is authorized to sell 1078 Monroe St., Santa Clara, CA 95050,
16 APN 269-62-005, to Hong Xie or his assignee pursuant to the terms and conditions of the
17 purchase agreement attached as Exhibit "4," which terms and conditions are approved,
18 including that the sale is "as-is, where-is" and without any representations or warranties;

19 (8) The Receiver is authorized to sell 1086 Monroe St., Santa Clara, CA 95050,
20 APN 269-62-006, to Ly's Pole Studio pursuant to the terms and conditions of the
21 purchase agreement attached as Exhibit "5," which terms and conditions are approved,
22 including that the sale is "as-is, where-is" and without any representations or warranties;

23 (9) Providing that the Receiver is authorized to sell 1098 Monroe St., Santa
24 Clara, CA 95050, APN 269-62-007, to Alan Nguyen or his assignee pursuant to the terms
25 and conditions of the purchase agreement attached as Exhibit "6," which terms and
26 conditions are approved, including that the sale is "as-is, where-is" and without any
27 representations or warranties;

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1 (10) Providing that the Receiver is authorized to sell 1026 Monroe St., Santa
2 Clara, CA 95050, APN 269-62-002, without the necessity of a further Court order on
3 terms and conditions similar to the terms and conditions of the purchase agreements for
4 the other six units and at a price that is at or in excess of the release price contained in
5 the Forbearance Agreement, and the sale shall be "as-is, where-is" and without any
6 representations or warranties;

7 (11) Authorizing the rejection of the 1026 Monroe Lease;

8 (12) Providing that the foregoing sales shall be free and clear of all liens, claims,
9 interests, leases, and encumbrances, including the following:

10 (a) Deed of Trust in favor of Franklin Monroe Holding Company, LLC,
11 recorded as Document No. 2019-24264147, subject to the terms of the Forbearance
12 Agreement;

13 (b) Deed of Trust in favor of Peruri Capital Partners, LLC, et al.,
14 recorded as Document No. 2015-23159638;

15 (c) Deed of Trust in favor of Preferred Bank, recorded as Document No.
16 2016-23421735;

17 (d) Liens recorded by the Downtown Gateway Homeowners'
18 Association, recorded as Document Nos. 2020-24643403, 2020-24643405, 2020-
19 24643406, 2020-24643407, 2020-24643408, 2020-24643409, and 2020-24643404;

20 (e) Lien of All Seasons Roofing & Waterproofing, Inc., recorded as
21 Document No. 2021-24797629;

22 (f) Lien in favor of Franchise Tax Board against Sanjeev and Mina
23 Acharya recorded as Document No. 2020-24616560; and

24 (g) Lien in favor of Express Fence, LLC, recorded as Document No.
25 2021-24936198;

26 (13) Approving the payment of the broker's commission of 4% to SVN Capital
27 West Partners;

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1 (14) From the proceeds of the first unit to close escrow, authorizing the escrow
2 agent to pay the lien of All Seasons Roofing & Waterproofing that is recorded as
3 Instrument Number 2021-24797629, the broker's commission, the seller's share of
4 closing costs and property taxes, and the amount of the Carve-Out applicable to that unit
5 as set forth in the Forbearance Agreement, with the remaining proceeds to be remitted to
6 the Lender in accordance with the terms of the Forbearance Agreement;

7 (15) From the sale of the remaining units, authorizing escrow to pay the broker's
8 commission, the seller's share of closing costs and property taxes, and the amount of the
9 Carve-Out applicable to that unit, with the remaining proceeds to be remitted to the
10 Lender in accordance with the terms of the Forbearance Agreement;

11 (16) Authorizing the Receiver to execute all documents that he deems
12 reasonably necessary to consummate the foregoing sales on behalf of Downtown
13 Gateway;

14 (17) Providing that any licensed title insurer and the buyers of the Property are
15 authorized to rely on the Order as authorizing the Receiver to transfer legal title to the
16 Property free and clear of all liens, claims, and encumbrances; and

17 (18) Granting such other and further relief as the Court may deem just and
18 proper.

19
20 DATED: March 17, 2022

Respectfully submitted,
SMILEY WANG-EKVALL, LLP

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23 By: /s/ Kyra E. Andrassy
24 KYRA E. ANDRASSY
25 Counsel for David Stapleton, Receiver
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BY U.S. MAIL:

Preferred Bank Attn: Debbie Kong, Agent for Service of Process 601 S. Figueroa St. 48 th Floor Los Angeles, CA 90017	USI Servicing, Inc. Attn: William E. Nassour III 1516 Pontius Ave. Los Angeles, CA 90025	USI Servicing, Inc. Attn: William Nassour III 9595 Wilshire Boulevard, Suite 708 Beverly Hills, CA 90212
Express Fence LLC Attn: Orlando Nunes, Agent for Service of Process 2200 Tulip Rd. San Jose, CA 95128	All Seasons Roofing & Waterproofing Inc. Attn: Rodney Lewin 8665 Wilshire Blvd. #210 Beverly Hills, CA 90211	State of California Franchise Tax Board c/o General Counsel Section P.O. Box 1720, MS: A-260 Rancho Cordova, CA 95741-1720
State of California Franchise Tax Board Special Procedures Section P.O. Box 2952 Sacramento, CA 95812-2952	Downtown Gateway Homeowners Association c/o A.S.A.P. Collection Services 331 Piercy Road San Jose, CA 95138	Koma Ventures V, LLC c/o West Coast Fitness, LLC 11661 San Vicente Blvd. Suite 203 Los Angeles, CA 90049
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