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7 Attorneys for DSM Partners, Ltd.

8 IN THE NINTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

9 IN AND FOR THE COUNTY OF DOUGLAS

10 DSM PARTNERS, LTD., a Colorado limited)
11 partnership,)
12 Plaintiff,)
13 vs.)
14 METALAST INTERNATIONAL, LLC, a)
15 Nevada limited-liability company; METALAST)
INTERNATIONAL, INC., a Nevada,)
16 corporation,)
Defendants.)

Case No.: 13-CV-0114

Dept. No.: II

NOTICE OF ENTRY OF ORDER

17 TO: ALL PARTIES AND THEIR ATTORNEYS:

18 PLEASE TAKE NOTICE that on November 4, 2013, the Court entered the attached Order
19 Approving Sale Of Assets To D&M-MI, LLC. A true and correct copy is attached as Exhibit 1.

20 **AFFIRMATION PURSUANT TO NRS 239B.030**

21 *The undersigned does hereby affirm that the preceding document does not contain the Social*
22 *Security Number of any person.*

23 Dated this 5th day of November 2013.

ARMSTRONG TEASDALE LLP

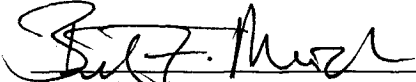
24 
25 JANET L. CHUBB, ESQ.
26 BRET F. MEICH, ESQ.
27 Attorneys for Plaintiff
28

EXHIBIT 1

EXHIBIT 1

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CLERK

K. WILFERT

BY _____ DEPUTY

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NOV - 4 2013

DOUGLAS COUNTY
DISTRICT COURT CLERK

IN THE NINTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF DOUGLAS

D&M-MI, LLC, a Nevada limited-liability
company,

Plaintiff,

vs.

METALAST INTERNATIONAL, LLC, a
Nevada limited-liability company; METALAST
INTERNATIONAL, INC., a Nevada,
corporation,

Defendants.

Case No.: 13-CV-0114

Dept. No.: II

**ORDER APPROVING SALE OF
ASSETS TO D&M-MI, LLC**

James Proctor, Receiver of Metalast International, LLC (the "Company") and its assets as more specifically set forth in this Court's Order Granting Motion for Appointment of Receiver and Preliminary Injunction dated April 25, 2013, moved this Court to issue an order preliminarily approving the sale of assets, approving bid procedures, and setting sale hearing ("Sale Motion"). This Court granted the Sale Motion and set the sale hearing for November 4, 2013, at 3:00 p.m.

Pursuant to this Court's order, the Receiver notified the known members, vendors and creditors of Metalast International, LLC, as evidenced by the Notice of Entry of Order (A) Preliminarily Approving Sale of Assets, (B) Approving Bid Procedures, & (C) Setting Sale Hearing and corresponding certificate of service on file herein. Pursuant to the Bid Procedures, an auction was held, and Plaintiff D&M-MI, LLC, credit bid five million dollars (\$5,000,000.00) for the assets described in the order pursuant to the Bid Procedures approved by this Court. No other person qualified or attempted to qualify to bid on the assets of the Company being sold herein.

On November 4, 2013, a hearing was held concerning the merits of the sale of assets to

1 D&M-MI, LLC. Upon due consideration of the pleadings on file, objections submitted, and
2 arguments at the hearing, this Court finds and concludes as follows:

3 1. On or about January 8, 2001, Meiling Family Partners, Ltd., a Colorado limited partnership,
4 made a loan to Metalast International, LLC in the original principal sum of \$300,000.00, evidenced
5 by a Promissory Note dated January 8, 2001 ("2001 Note").

6 2. David M. Semas ("Semas") individually guaranteed payment of all principal and interest
7 under the 2001 Note and agreed to be fully bound to the terms thereof ("2001 Semas Guarantee").

8 3. On or about April 2, 2003, Dean Meiling made a loan to the Company in the original
9 principal sum of \$300,000.00, evidenced by a Promissory Note dated April 2, 2003 ("2003 Note").

10 4. The 2001 Note and the 2003 Note were assigned and contributed to DSM Partners, Ltd.
11 ("DSM") by Meiling Family Partners, Ltd. and Dean Meiling, respectively.

12 5. On or about July 3, 2009, DSM made a loan to the Company in the original principal sum of
13 \$300,000.00, evidenced by a Promissory Note-Guarantee dated July 3, 2009 (the "July 2009 Note").

14 6. Mr. Semas guaranteed payment of all principal and interest under the July 2009 Note and
15 agreed to be fully bound to the terms thereof ("2009 Semas Guarantee").

16 7. On or about July 31, 2009, DSM made a further loan to the Company in the original principal
17 sum of \$1,000,000.00, and in exchange therefore, the Company executed and delivered to DSM a
18 Senior Unsubordinated Promissory Note dated July 31, 2009, in the original principal sum of
19 \$3,450,588.00, which represented the outstanding balance of the 2001 Note, the 2003 Note, and the
20 additional \$1,000,000.00 loan, comprising all unpaid principal and accrued interest then outstanding.

21 8. As provided in Section 6 the Senior Unsubordinated Promissory Note, the Senior
22 Unsubordinated Promissory Note superseded and replaced in their entirety the 2001 Note, 2003 Note
23 and the July 2009 Note; said notes were rescinded upon the execution of the Senior Unsubordinated
24 Promissory Note; and the 2001 Semas Guarantee and the 2009 Semas Guarantee were nullified,
25 rescinded and cancelled.

26 9. In connection with the Senior Unsubordinated Promissory Note, the Company executed and
27 delivered to DSM a Security Agreement whereby the Company granted, transferred and assigned to
28

1 DSM a superior unsubordinated security interest in and to all Collateral defined in the agreement as
2 security for the Company's repayment of the Senior Unsubordinated Promissory Note.

3 10. On or about December 17, 2009, the Company borrowed an additional sum of \$500,000.00
4 from DSM, evidenced by the Loan Agreement, Amended and Restated Senior Unsubordinated
5 Promissory Note in the sum of \$3,950,588.00 (simply referred to as the "Note"), and Amended and
6 Restated Security Agreement with interest accruing on the Note at the rate of 18% per annum, which
7 represented the outstanding principal balance of the Senior Unsubordinated Promissory Note and the
8 additional \$500,000.00 loan. See Exhibits 1-3 to Affidavit of D. Meiling filed in support of the
9 Motion to Appoint.

10 11. In furtherance of the loan documents, the following were filed with the Nevada Secretary of
11 State: UCC-1 Financing Statement, July 31, 2009 (Document No. 2009018959-1); and UCC-1
12 Financing Statement, December 18, 2009 (Document No. 2009030514-5).

13 12. The collateral secured by the Loan Documents, includes, *inter alia*,

14 Section 1. All of Debtor's right, title and interest in its intellectual property,
15 copyrights and patents (including, without limitation, those described herein in
16 Section 2, "Intellectual Property," and Section 3, "Patents"), inventory, furniture, all
17 personal and fixture property of every kind, including goods, equipment, partnership
18 agreements, accounts receivable, all vendor and sales contracts and all other contracts
19 and agreements, accounts receivable, instruments, documents, accounts, chattel paper,
20 deposit accounts, letter or credit rights, securities, investment property, rights to
21 payment insurance claims and proceeds and general tangibles (collectively, the
22 "Collateral"). The term "Collateral" shall include all or the above-referenced property,
whether now owned or subsequently acquired and wherever located, of every kind and
description, and shall include all tangible and intangible personal property, and shall
include every deposit account of Debtor with any financial or banking institution, and
any other claim of Debtor against any person or entity, and all money, instruments,
securities, documents, chattel paper, claims and any other property of Debtor,
including proceeds.

23 In addition to the above-described Collateral, there is also included within the security
24 interest granted to Secured Party, any and all other assets of Debtor. All property of
25 Debtor of every kind and nature, and all beneficial interests belonging to or to which
26 Debtor may be entitled, and all property and assets that shall, after the effective date
27 hereof, come into the possession of or belong to Debtor, are included within the scope
28 of "Collateral."

Section 2. Intellectual Property [Detailed in UCC-1 Financing Statement; Omitted
Here]

Section 3. Patents [Detailed in UCC-1 Financing Statement; Omitted Here]

1 See UCC-1 Financing Statements, Exhibit 4 to Affidavit of D. Meiling filed in support of the Motion
2 to Appoint.

3
4 13. The Note was due and payable on July 31, 2010, with an option by the Company to extend
5 the maturity date for six months upon certain conditions.

6 14. DSM and the Company amended the Loan Agreement and Note seven times by (i) a Loan
7 Modification Agreement, dated February 25, 2010, (ii) a Second Loan Modification Agreement,
8 dated December 31, 2010, (iii) a Third Loan Modification Agreement, dated July 1, 2011, (iv) a
9 Fourth Loan Modification Agreement, dated March 15, 2012, (v) a Fifth Loan Modification
10 Agreement, dated July 31, 2012, (vi) a Sixth Loan Modification Agreement, dated December 31,
11 2012, and (vii) a Seventh Loan Modification Agreement, dated March 1, 2013 (collectively the
12 "Modification Agreements", and together with the Loan Agreement, Note, and other documents
13 related to the loan, the "Loan Documents").

14 15. As of March 1, 2013, the unpaid or outstanding principal balance of the Note was
15 \$8,574,520.72, and the accrued unpaid interest under the Note was \$253,711.85.

16 16. Pursuant to the Seventh Loan Modification Agreement, DSM loaned the Company the
17 additional sum of \$200,000.00, bringing the outstanding unpaid principal balance of the Note to
18 \$9,028,232.57. See Seventh Loan Modification Agreement, Section 4.1, Exhibit 5 to Affidavit of D.
19 Meiling filed in support of the Motion to Appoint.

20 17. The Maturity Date of the Note was June 30, 2013.

21 18. On July 2, 2013, DSM Partners, Ltd. assigned D&M-MI, LLC all of its rights to the Loan
22 Documents, and D&M-MI, LLC agreed to assume all obligations, duties and rights related thereto.

23 19. On October 4, 2013, this Court substituted D&M-MI, LLC for DSM Partners, Ltd. as the
24 Plaintiff in the above-captioned action.

25 20. Metalast International, LLC's debt to D&M-MI, LLC, as successor in interest to DSM
26 Partners, Ltd., under the Loan Documents is due and payable. Additionally, Plaintiff has provided
27 six loans to the Receiver, as evidenced in part by Receiver's Certificates 1 through 5 on file with this
28

1 Court. The total amount loaned by Plaintiff to the Receiver is \$385,000.00, which carries an annual
2 interest rate of 18%.

3 21. Upon the assumption of the Receiver's duties on April 26, 2013, the Company was delinquent
4 in two (2) payrolls to employees approximating \$110,000. *See* Affidavit of James S. Proctor, ¶ 3.

5 22. The Company's employee's health insurance was in jeopardy of being cancelled for non-
6 payment of approximately \$13,000. *See* Affidavit of James S. Proctor, ¶ 4.

7 23. Despite the Receiver cutting costs and expenses and negotiating termination of leases, the
8 Company's monthly revenue from sales and training classes has been insufficient to meet monthly
9 operating expenses. *See* Affidavit of James S. Proctor, ¶ 7.

10 24. There has been over \$95 million invested by the Company's members, and the accumulated
11 losses of the Company exceed \$119 million for an almost 20-year period. *See* Affidavit of James S.
12 Proctor, ¶ 8.

13 25. The Company has never made a profit from operations during its entire existence. *See*
14 Affidavit of James S. Proctor, ¶ 8.

15 26. There is evidence of self-dealing with the executives of the Company in the form of excessive
16 perquisite benefits, large travel and entertainment expenses, and reimbursements. *See* Affidavit of
17 James S. Proctor, ¶ 8.

18 27. The excessive operating costs of the Company with limited revenue resulted in the severe
19 financial difficulty of the Company, to such an extent that it could not pay its current operating
20 expenses and obligations and could not pay its past obligations. *See* Affidavit of James S. Proctor, ¶
21 9.

22 28. Despite the Company's reduction in expenses prior to the Receivership the Company on April
23 25, 2013 was still in poor financial condition. Without the loan amount from DSM the Company
24 would have had to cease operating. *See* Affidavit of James S. Proctor, ¶ 10.

25 29. The Receiver, together with the Company's employees, has further reduced operating
26 expenses and costs, but no additional reductions can reasonably be made. *See* Affidavit of James S.
27 Proctor, ¶ 11.

28 30. Without additional loans from D&M-MI, LLC or capital infusions from the members, or

1 significant increase in sales, the Company will be unable to sustain its operations, at least in the short
2 term. Current liabilities exceed current assets. *See* Affidavit of James S. Proctor, ¶ 13.

3 31. The cost of the Receivership continues to increase with time. *See* Affidavit of James S.
4 Proctor, ¶ 14.

5 32. As a result, good cause exists to approve the sale of the Company's assets, which are secured
6 by the Amended and Restated Senior Unsubordinated Promissory Note, to D&M-MI, LLC, as the
7 secured creditor, for five million dollars (\$5,000,000.00) in partial satisfaction of the Company's debt
8 to D&M-MI, LLC.

9 33. A common-law equity receiver has the power to dispose of the property of the receivership
10 estate when it appears that the entities it acts for are or were continuing an enterprise that does not
11 show evident signs of working out for the benefit of creditors. *See Jones v. Village of Proctorville,*
12 *290 F.2d 49, 50 (6th Cir. 1961).*

13 34. Courts appointing a receiver "should see that the business is liquidated as economically and
14 speedily as possible, unless its continuance is demonstrably beneficial to creditors." *Id.* (citing
15 *Kingsport Press, Inc. v. Brief English Systems, 54 F.2d 497, 501 (2nd Cir. 1931).*)

16 35. While there is no specific method for the sale of property under Nevada law, the method and
17 terms of sale of receivership assets are subject to approval of the court. *See generally Lynn v. Ingalls,*
18 *100 Nev. 115, 676 P.2d 797 (1984).*

19 36. The right to sell estate assets is within the scope of a receiver's complete control over
20 receivership assets, a conclusion firmly rooted in the common law of equity receiverships. *S.E.C. v.*
21 *American Capital Investments, Inc., 98 F.3d 1133, 1144 (9th Cir. 1996).*

22 37. Time is of the essence for any attempt to preserve value for creditors, because D&M-MI, LLC
23 has informed the Receiver that it does not intend to maintain its present support of the Receivership,
24 which has necessitated \$385,000.00 in loans to the Receivership from D&M-MI, LLC in the months
25 since this Court appointed the Receiver.

26 38. Because the Company cannot meet its current obligations, let alone begin to repay its
27 obligations to existing creditors, the Receiver's sale of assets carries out his obligation to preserve the
28 receivership estate, and it is in the best interests of the receivership estate.

1 39. The sale occurred in good faith, and D&M-MI, LLC is a good-faith purchaser.

2 **IT IS HEREBY ORDERED** that this Court approves the sale of those assets defined herein
3 to Plaintiff D&M-MI, LLC, for five million dollars (\$5,000,000.00), free and clear of any and all
4 unsecured claims against the Company, in partial satisfaction of the Company's debt to D&M-MI,
5 LLC.

6 **IT IS FURTHER ORDERED:**

7 The Receiver is authorized to enter into a sale agreement and execute any documents related
8 to the sale to D&M-MI, LLC necessary to consummate the sale of the following assets to D&M-MI,
9 LLC, in partial satisfaction of the Company's debt to D&M-MI, LLC:

10 Section 1. All of Debtor's right, title and interest in its intellectual property,
11 copyrights and patents (including, without limitation, those described herein in
12 Section 2, "Intellectual Property," and Section 3, "Patents"), inventory, furniture, all
13 personal and fixture property of every kind, including goods, equipment, partnership
14 agreements, accounts receivable, all vendor and sales contracts and all other contracts
15 and agreements, accounts receivable, instruments, documents, accounts, chattel paper,
16 deposit accounts, letter or credit rights, securities, investment property, rights to
17 payment insurance claims and proceeds and general tangibles (collectively, the
18 "Collateral"). The term "Collateral" shall include all of the above-referenced property,
19 whether now owned or subsequently acquired and wherever located, of every kind and
20 description, and shall include all tangible and intangible personal property, and shall
21 include every deposit account of Debtor with any financial or banking institution, and
22 any other claim of Debtor against any person or entity, and all money, instruments,
23 securities, documents, chattel paper, claims and any other property of Debtor,
24 including proceeds.

25 In addition to the above-described Collateral, there is also included within the security
26 interest granted to Secured Party, any and all other assets of Debtor. All property of
27 Debtor of every kind and nature, and all beneficial interests belonging to or to which
28 Debtor may be entitled, and all property and assets that shall, after the effective date
hereof, come into the possession of or belong to Debtor, are included within the scope
of "Collateral."

29 **Section 2. Intellectual Property**

30 (a) All patents and patent applications (including such patents and patent applications
31 as described herein in Section 3, "Patents"), domestic or foreign, all licenses relating
32 to any of the foregoing and all income and royalties with respect to any licenses, all
33 rights to sue for past, present or future infringement thereof, all rights arising
34 therefrom and pertaining thereto and all reissues, divisions, continuations, renewals,
35 extensions and continuations in part thereof;

36 (b) All state (including common law), federal and foreign trademarks, service marks
37 and trade names, and applications for registration of such trademarks, service marks
38 and trade names (but excluding any application to register any trademark, service

1 mark or other mark prior to the filing under applicable law of a verified statement of
2 use (or the equivalent) for such trademark, service mark or other mark to the extent
3 the creation of a security interest therein or the grant of a mortgage thereon would
4 void or invalidate such trademark, service mark or other mark), all licenses relating to
5 any of the foregoing and all income and royalties with respect to any licenses, whether
6 registered or unregistered and wherever registered, all rights to sue for past, present or
7 future infringement or unconsented use thereof, all rights arising therefrom and
8 pertaining thereto and all reissues, extensions and renewals thereof;

9 (c) The entire goodwill of or associated with the businesses now or hereafter
10 conducted by Debtor connected with and symbolized by any of the aforementioned
11 properties and assets;

12 (d) All general intangibles and all intangible intellectual or other similar property of
13 Debtor of any kind or nature, associated with or arising out of any of the
14 aforementioned properties and assets and not otherwise described above; and

15 (e) AR proceeds of any and all of the foregoing Collateral (including license royalties,
16 rights to payment, accounts receivable and proceeds of infringement suits) and, to the
17 extent not otherwise included, all payments under insurance or any indemnity,
18 warranty or guaranty payable by reason of loss or damage to or otherwise with respect
19 to the foregoing Collateral.

20 Section 3. Patents

21 a. Patent Number 6,375,726 issued on April 23, 2002 entitled "Corrosion Resistant
22 Coating For Aluminum and Aluminum Alloys"

23 b. Patent Number 6,511,532 issued on January 28, 2003 entitled "Post-Treatment For
24 Anodized Aluminum"

25 c. Patent Number 6,521,029 issued on February 18, 2003 entitled "Pretreatment For
26 Aluminum and Aluminum Alloys"

27 d. Patent Number 6,527,841 issued on March 4, 2003 entitled "Post-Treatment For
28 Metal Coated Substrates"

e. Patent Number 6,669,764 issued on December 30, 2003 entitled "Pretreatment For
Aluminum and Aluminum Alloys"

f. Patent Number 6,663,700 issued on December 16, 2003 entitled "Post-Treatment
For Metal Coated Substrates"

g. Patent Application Number 11/058.533 5/15/05 entitled "Process For Sealing
Phosphoric Acid Anodized Aluminum"

h. Patent Application Number 11/076.106 - 2/15/05 entitled "Process For Preparing
Chromium Conversion Coating For Iron and Iron Alloys"

i. Patent Application Number 11/058.715 - 2/15/05 entitled "Process For Preparing
Chromium Conversion Coating For Magnesium Alloys"

1 j. Patent Application Number 11/116,166 - 4/21/05 entitled "Composition and Process
2 For Preparing Chromium-Zirconium Coatings on Metal Substrates"

3 k. Patent Application Number 11/116,165 - 4/21/05 entitled "Composition and Process
4 For Preparing Protective Coatings on Metal Substrates"

5 l. Provisional Patent Application (Patent Pending) for METALAST OCP 6800 (Zero
6 Chrome Process) as an anodizing seal and non-chromate conversion coating

7 Specifically included in the sale under the above-referenced assets, but in no way intended to limit
8 D&M-MI, LLC's rights to the above-referenced assets, are the Company's interest, whatever it may
9 be, in the following intellectual property:

10 1. Trademark Serial Number 85358730, Registration Number 4128211, Registration
Date April 17, 2012.

11 2. Trademark Serial Number 78267465, Registration Number 2963106, Registration
12 Date June 21, 2005.

13 3. Trademark Serial Number 78290394, Registration Number 2884333, Registration
Date September 14, 2004.

14 4. Trademark Serial Number 75139979, Registration Number 2097260, Registration
15 Date September 16, 1997.

16 5. Trademark Serial Number 75153242, Registration Number 2091140, Registration
17 Date August 26, 1997.

18 6. Trademark Serial Number 75030599, Registration Number 2112805, Registration
Date November 11, 1997.

19 7. Trademark Serial Number 75030598, Registration Number 2112804, Registration
20 Date November 11, 1997.

21 8. Patent Number 6,375,726 issued on April 23, 2002 entitled "Corrosion Resistant
22 Coating for Aluminum and Aluminum Alloys"

23 9. Patent Number 6,511,532 issued on January 28, 2003 entitled "Post-Treatment For
24 Anodized Aluminum"

25 10. Patent Number 6,521,029 issued on February 18, 2003 entitled "Pretreatment For
Aluminum and Aluminum Alloys"

26 11. Patent Number 6,527,841 issued on March 4, 2003 entitled "Post-Treatment For
27 Metal Coated Substrates"

28 12. Patent Number 6,669,764 issued on December 30, 2003 entitled "Pretreatment For
Aluminum and Aluminum Alloys"

1 13. Patent Number 6,663,700 issued on December 16, 2003 entitled "Post-Treatment
2 For Metal Coated Substrates"

3 14. Patent Application Number 11/058,533 filed on May 15, 2005 entitled "Process
4 For Sealing Phosphoric Acid Anodized Aluminum"

5 15. Patent Application Number 11/076,106 filed on February 15, 2005 entitled
6 "Process For Preparing Chromium Conversion Coating For Iron and Iron Alloys"

7 16. Patent Application Number 11/058,715 filed on February 15, 2005 entitled
8 "Process For Preparing Chromium Conversion Coating For Magnesium Alloys"

9 17. Patent Application Number 11/116,166 filed on April 21, 2005 entitled
10 "Composition and Process For Preparing Chromium-Zirconium Coatings on Metal
11 Substrates"

12 18. Patent Application Number 11/116,165 filed on April 21, 2005 entitled
13 "Composition and Process For Preparing Protective Coatings on Metal Substrates"

14 19. Provisional Patent Application (Patent Pending) for METALAST OCP 6800 (Zero
15 Chrome Process) as an anodizing seal and non-chromate conversion coating

16 20. Patent Application Number 12/706,360 filed on February 16, 2010, Notice of
17 Allowance issued March 15, 2013, entitled "Conversion Coating and Anodizing
18 Sealer with no Chromium"

19 Also included in the sale to D&M-MI, LLC is the Company's right to pursue claims to
20 recover this and any other intellectual property in the name of another person or entity but that should
21 rightfully be in the name of the Company. Specifically, the sale includes chose in action against
22 Metalast International, Inc. to recover intellectual property improperly in Metalast International,
23 Inc.'s name, rather than in the name of the Company.

24 The sale shall further include any and all contracts and licenses of the Company, subject to
25 approval of the counter party.

26 The sale shall exclude accounts payable and other liabilities.

27 DATED this 4 day of November, 2013.

28 

DISTRICT COURT JUDGE

1 **CERTIFICATE OF SERVICE**

2 I, Zabett Buzzone, declare that:

3 I am over 18 years of age and not a party to, or interested in, the within entitled action. I am an
4 employee of Armstrong Teasdale, LLP located at 50 West Liberty Street, Suite 950, Reno, Nevada, 89501.

5 On November 5, 2013, I served the following document:

6 **NOTICE OF ENTRY OF ORDER**

7 [X] BY MAIL [N.R.C.P. 5(b)] I caused each envelope to be placed for deposit with the U.S. Postal Service in
8 a sealed envelope, with postage prepaid, and that each envelope was placed for collection and mailing on that
9 date following ordinary business. I am readily familiar with the business practice at my place of business for
10 collection and processing of correspondence for mailing with the U.S. Postal Service. Correspondence so
11 collected and processed is deposited with the U.S. Postal Service that same day in the ordinary course of
12 business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date
13 or postage meter date is more than one day after date of deposit for mailing in affidavit;

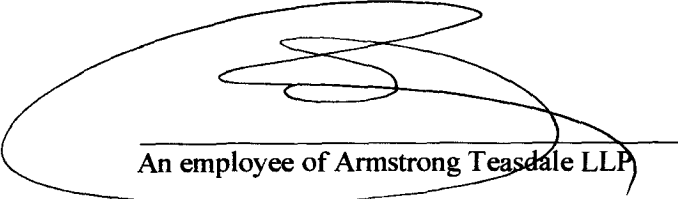
14
15 James S. Proctor, *Receiver*
16 Meridian Advantage
200 Ridge Street, Suite 240
Reno, Nevada 89501

David M. Semas, *In Pro Per*
Post Office Box 618
Genoa, Nevada 89411

17 David M. Semas, *In Pro Per*
18 301 Five Creek Road
19 Gardnerville, Nevada 89460

Corporate Direct, Inc.
2248 Meridian Blvd, Ste H
Minden, Nevada 89423
Resident Agent for Metalast International Inc.

20 I declare under penalty of perjury under the laws of the State of Nevada that the above is true and correct.

21
22
23
24 
25
26
27
28 An employee of Armstrong Teasdale LLP