

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

**In re:**

**BUILDING MATERIALS HOLDING  
CORPORATION, *et al.*,<sup>1</sup>**

**Reorganized Debtors.**

**Chapter 11**

**Case No. 09-12074 (KJC)**

**Jointly Administered**

**Ref. Docket No. 1447**

**REORGANIZED DEBTORS' OBJECTION TO NOTICE OF  
MOTION OF RUCKER CONSTRUCTION, INC. FOR RELIEF  
FROM STAY UNDER SECTION 362 OF THE BANKRUPTCY CODE**

Building Materials Holding Corporation and its affiliates, as reorganized debtors (collectively, the "***Debtors***"), respectfully submit this Objection to Notice of Motion of Rucker Construction, Inc. for Relief from Stay Under Section 362 of the Bankruptcy Code [Docket No. 1447] (the "***Notice of Motion***") as follows:

**PRELIMINARY STATEMENT**

1. The request by Rucker Construction ("***Rucker***") for relief from the stay,<sup>2</sup> made in one paragraph in its purported Notice of Motion, should be denied because the Court has already disallowed the untimely proof of claim filed in these cases on Rucker's behalf. Indeed, the Court entered the disallowance order just three days before Rucker filed its Notice of Motion. Even so, Rucker simply ignores that central issue, and instead asks this Court to lift the automatic stay

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<sup>1</sup> The Debtors, along with the last four digits of each Debtor's tax identification number, are as follows: Building Materials Holding Corporation (4269), BMC West Corporation (0454), SelectBuild Construction, Inc. (1340), SelectBuild Northern California, Inc. (7579), Illinois Framing, Inc. (4451), C Construction, Inc. (8206), TWF Construction, Inc. (3334), H.N.R. Framing Systems, Inc. (4329), SelectBuild Southern California, Inc. (9378), SelectBuild Nevada, Inc. (8912), SelectBuild Arizona, LLC (0036), and SelectBuild Illinois, LLC (0792). The mailing address for the Debtors is 720 Park Boulevard, Suite 200, Boise, Idaho 83712.

<sup>2</sup> Because the Debtors have confirmed a plan of reorganization, the Debtors view the Motion as a request for relief from the Plan Injunction (as defined below).

(now the plan injunction) so that it can begin a lengthy and complex litigation of its time-barred and disallowed claims against certain Debtors in California state court. Rucker cannot sidestep the fundamental fact that its claims have been disallowed, and for that reason alone it cannot show that cause exists to permit it to proceed with litigation against the Debtors.

2. Even if Rucker's claims were not untimely and previously disallowed, relief from the plan injunction in this case would still be unwarranted. Rucker's only support for the relief it requests in the Notice of Motion is as follows: "The claim is insured. Movant seeks recovery only from applicable insurance, if any, and waives any deficiency or other claim against the Debtors or estate property." However, as Rucker's counsel has been advised, the three insurance policies that may apply to the allegations in the California state court action have per-occurrence deductibles of \$175,000, \$500,000 and \$1,000,000 respectively. The Debtors proposed to stipulate to relief from the plan injunction if Rucker would agree to satisfy these deductibles, on the terms that the Court imposed on Weis Builders, Inc. with respect to its request for stay relief on its untimely claim, but Rucker has not agreed to do so. Thus, if the Court grants relief from the plan injunction, and the Debtors tender the claims to their insurance carriers, those substantial deductibles may have to be paid directly by the Debtors' estate. In addition to opening the floodgates for requests for similar treatment, such an outcome is not justified in a circumstance where, in addition to already having had its untimely proof of claim disallowed, Rucker offers no evidence or even suggestion that it has a probability of prevailing in the State Court Action.

### **BACKGROUND**

3. On June 16, 2009 (the "*Petition Date*"), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code (the "*Chapter 11 Cases*").

4. In plain violation of the automatic stay, Rucker by its own admission in the Notice of Motion “filed a non-bankruptcy action with the Merced County Superior Court, Case No. CV000022, on June 29, 2009 against [Building Materials Holding Corporation (“*BMHC*”)].” The non-bankruptcy action (the “*State Court Action*”) was initially filed against Rucker by various homeowners in a residential development community known as Westcreek located in Merced, California and alleged damages as a result of the materials, design, engineering, and construction in the development. According to paragraph 5 of Rucker Construction, Inc.’s Cross-Complaint (attached to its Notice of Motion), Rucker filed its cross-complaint against various cross-defendants, including BMHC, that allegedly “participated in some manner in the construction, design and provision of materials which is the subject of [the State Court Action].”

5. On July 16, 2009, the Court entered an Order Pursuant to Sections 501, 502, and 1111(a) of the Bankruptcy Code, Bankruptcy Rules 2002 and 3003(c)(3), and Local Rule 2002-1(e) Establishing Bar Dates for Filing Proofs of Claim and Approving the Form and Manner of Notice Thereof [Docket No. 248] (the “*Bar Date Order*”) establishing August 31, 2009 as the proof of claim bar date (the “*Bar Date*”) in these Chapter 11 Cases.

6. On August 11, 2009, BMHC and its affiliate BMC West Corporation, through local California counsel, filed a “Notice of Automatic Stay Pursuant to 11 U.S.C § 362” (the “*Stay Notice*”) in the State Court Action. The Stay Notice advised all parties in the State Court Action, including Rucker, that the Debtors had filed these Chapter 11 Cases in this Court and of the jointly-administered case number.

7. Also, on August 11, 2009, The Garden City Group, Inc., the claims and noticing agent in these Chapter 11 Cases, mailed to Rucker’s counsel in the State Court Action, Daniel J.

Smith of the Bowman and Brooke LLP law firm, the Debtors' Notice of Commencement of Chapter 11 Bankruptcy Cases and Meeting of Creditors (the "**Notice of Commencement**"), referencing "Merced Sup Ct" (the Court presiding over the State Court Action) on the mailing label. (See Declaration of Gregory B. Guarton ("Guarton Decl."), ¶ 2). Also on August 11, 2009, the claims and noticing agent mailed to Rucker's counsel the Debtors' Notice of Hearing to Consider Approval of the Disclosure Statement for Joint Plan of Reorganization for the Debtors (the "**Disclosure Statement Hearing Notice**"), also referencing "Merced Sup Ct." (See Guarton Decl. ¶ 3). Finally, on the same day, the claims and noticing agent mailed to Rucker's counsel the Notice of Entry of Bar Date Order Establishing Deadlines for Filing Proofs of Claim Against the Debtors (Including Claims Pursuant to Bankruptcy Code § 503(b)(9)) (the "**Bar Date Notice**") along with a Proof of Claim Form, again referencing "Merced Sup Ct." (See Guarton Decl. ¶ 4). The Debtors also published the Notice of Commencement and Bar Date Notice in nine different publications. See Docket Nos. 146, 147, 148, 149, 153, 154, 167, 250, 312, 366, 367, 368, 411, 498, 499, 500, 501, and 524.

8. Rucker, through counsel, was notified in advance of the Bar Date of these Chapter 11 Cases and the approaching August 31, 2009 Bar Date. Even so, Rucker's counsel did not file a proof of claim on behalf of Rucker (the "**Rucker Proof of Claim**") in these cases until October 19, 2009, well after the Bar Date. (See Guarton Decl. ¶ 7). Rucker's counsel filed the Rucker Proof of Claim in its own name, which was preprinted on the proof of claim form it had been mailed by the claims and noticing agent, but Rucker's counsel attached to the Rucker Proof of Claim the Cross-Complaint that Rucker had filed in the State Court Action. The Rucker Proof of Claim indicated that notices should be sent to the same address where all other notices had been

sent (i.e., Bowman and Brooke LLP, Attn: Daniel J. Smith, RE Merced Sup Ct, 1741 Technology DR, #200, San Jose, CA 95110). (See Guarton Decl., Att. 5).

9. On December 17, 2009, the Court entered an *Order Confirming Joint Plan of Reorganization for the Debtors Under Chapter 11 of the Bankruptcy Code Amended December 14, 2009 (With Technical Modifications)* [Docket No. 1182] (the "**Confirmation Order**") confirming the Debtors' joint plan of reorganization (the "**Plan**"). On January 4, 2010 (the "**Effective Date**"), the Debtors' Plan became effective.

10. Paragraph 17 of the Confirmation Order provides, in relevant part:

[T]he Confirmation of the Plan shall, as of the Effective Date: (i) discharge the Debtors, the Reorganized Debtors or any of its or their Assets from all Claims, demands, liabilities, other debts and Interests that arose on or before the Effective Date, including all debts of the kind specified in sections 502(g), 502(h) or 502(i) of the Bankruptcy Code . . . and (ii) preclude all Persons from asserting against the Debtors, the Reorganized Debtors, or any of its or their Assets, any other or further Claim or Interests based upon any act or omission, transaction, or other activity of any kind or nature that occurred prior to the Effective Date, all pursuant to sections 524 and 1141 of the Bankruptcy Code.

11. Paragraph 19 of the Confirmation Order provides, in relevant part:

The injunctions contained in the Plan, including, but not limited to, those provided in Article XI of the Plan, are hereby authorized, approved, and binding on all Persons and entities described therein. Except as otherwise provided in the Plan or this Confirmation Order, all entities that held, currently hold, or may hold Claims or other debts or liabilities against the Debtors, or an Interest or other right of an Equity Security Holder in any or all of the Debtors, that are discharged pursuant to the terms of the Plan, are permanently enjoined, on and after the Effective Date, from taking any of the following actions on account of any such Claims, debts, liabilities or Interests or rights: (i) commencing or continuing in any manner any action or other proceeding of any kind with respect to any such Claim, debt, liability, Interest or right . . . .

12. On January 22, 2010, the Debtors filed their Eleventh Omnibus (Non-Substantive) Objection to Claims Pursuant to Section 502(b) of the Bankruptcy Code, Bankruptcy Rules 3003 and 3007 and Local Rule 3007-1 [Docket No. 1341] (the "**Claim Objection**"). In the Claim

Objection, the Debtors objected to the Rucker Proof of Claim on the grounds that it was not timely filed. The claims and noticing agent mailed the Claim Objection to the same address that it had mailed all the other notices referenced above (and which Rucker's counsel had not changed on the Rucker Proof of Claim). (See Guarton Decl., ¶ 8). The Debtors received no response to the Claim Objection from Rucker or its counsel and the Court entered an order disallowing and expunging the Rucker Proof of Claim on February 22, 2010 [Docket No. 1435]. The claims and noticing agent mailed a copy of this order to Rucker's counsel, at the same address, on February 23, 2010. (See Guarton Decl., ¶ 9).

13. On February 17, 2010, Rucker's counsel signed the Notice of Motion and it was filed with the Court on February 25, 2010. As far as the Debtors have been able to determine, the Notice of Motion was not accompanied by an actual motion or memorandum. Instead, the basis for the relief requested, in its entirety, reads as follows:

Movant, Rucker Construction, Inc., has filed a Motion for Relief from Stay which seeks the following relief: The claim is insured. Movant seeks recovery only from applicable insurance, if any, and waives any deficiency or other claim against the Debtors or estate property. Movant has filed a non-bankruptcy action with the Merced County Superior Court, Case No. CV000022, on June 29, 2009 against Debtor. See Complaint attached as Exhibit 1.

14. The Debtors have determined that the insurance policies that may be applicable to the claims asserted in the State Court Action are: (i) Royal Insurance Company of America, policy number P2 TV463132, with a policy term of 11/11/2001 to 11/11/2002 and with a per-occurrence deductible of \$175,000;<sup>3</sup> (ii) Royal Insurance Company of America, policy number

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<sup>3</sup> Royal Insurance Company of America may even contend that the per-occurrence deductible is \$300,000 based on a second deductible endorsement providing for a \$125,000 "corridor" deductible for claims in excess of \$175,000 per-occurrence. The Debtors contend that this "corridor" deductible is an aggregate deductible that has already been satisfied, but Royal Insurance Company of America may disagree.

P2 TV463132 0002, with a policy term of 11/11/2002 to 11/11/2003 and with a per-occurrence deductible of \$500,000; and (iii) American International Group, policy number GL 480-60-23, with a policy term of 11/11/2003 to 11/11/2004 and a per-occurrence deductible of \$1,000,000. (See Declaration of Maureen Thomas, ¶ 4).

### **ARGUMENT**

15. “Determining whether relief from the permanent [section 524] injunction is warranted under appropriate circumstances should be analyzed pursuant to a cause standard.” See *In re Fucilo*, 2002 WL 1008935 at \*9 (Bankr. S.D.N.Y. Jan. 24, 2002) (*citing In re McGraw*, 18 B.R. 140, 143 (Bankr. W.D. Wisc. 1982)). This analysis is similar to the analysis a court conducts in determining whether to grant relief from the automatic stay under section 362.

16. Section 362 permits the Court to grant relief from the automatic stay only "for cause." 11 U.S.C. § 362(d)(1). The movant bears the initial burden "to produce evidence that cause exists to grant relief from the automatic stay." *In re DBSI, Inc.*, 407 B.R.159, 166 (Bankr. D. Del. 2009). "To establish cause, the party seeking relief from the stay must show that 'the balance of hardships from not obtaining relief tips significantly in its favor.'" *In re Am. Classic Voyages, Co.*, 298 B.R. 222, 225 (D. Del. 2003) (emphasis added; alteration marks omitted).

17. The Court should deny the relief requested in the Notice of Motion because Rucker has not established that cause exists to lift the stay. First, Rucker has not shown—indeed, makes no attempt to show—why it should be allowed to litigate a lengthy and complicated State Court Action against the Debtors when, as a result of its failure to timely file a timely proof of claim, or respond to the Debtors’ Claim Objection, the Court has already disallowed and expunged the Rucker Proof of Claim. Second, Rucker could not meet the standard for lifting the stay even if its claims were not already barred, disallowed and expunged

because the deductibles on the potentially applicable policies are substantial and Rucker has made no effort to demonstrate a probability of prevailing on the merits of its claims.

**A. No Cause Exists to Grant Relief from the Plan Injunction Because Any Claims Rucker Had Against the Debtors Were Untimely and Have Been Expunged.**

18. Because "cause" is not defined by the Bankruptcy Code, courts conduct a "fact intensive case-by-case balancing test, examining the totality of the circumstances to determine whether sufficient cause exists to lift the stay." *In re SCO Group, Inc.*, 395 B.R. 852, 856 (Bankr. D. Del. 2007); *see also In re Lincoln*, 264 B.R. 370, 372 (Bankr. E.D. Pa. 2001) ("Each request for relief for 'cause' under [section] 362(d)(1) must be considered on its own facts."). In this instance, one critical series of facts is dispositive of Rucker's request for relief from the plan injunction: Rucker did not file a proof of claim on or before the August 31, 2009 Bar Date, did not respond to the Debtors' Claim Objection with respect to its untimely claim, and the Court entered an order disallowing and expunging the Rucker Proof of Claim. The Third Circuit has specifically held that there is no cause to lift the stay to litigate barred claims. *In re Am. Classic Voyages Co.*, 405 F.3d 127, 134 (3d Cir. 2005). Thus, Rucker cannot meet its initial burden to show that cause exists to require the Debtors to devote valuable and substantial effort and resources litigating time-barred, disallowed and expunged claims in the State Court Action.

19. Rucker does not even mention in its one paragraph Notice of Motion that it failed to file a timely proof of claim in these Chapter 11 Cases, much less demonstrate that its failure (or its subsequent failure to respond to the Claim Objection) was due to excusable neglect. That silence is understandable. As described above, Rucker received actual notice of these Chapter 11



Cases and the Bar Date, as well as a Stay Notice filed in the State Court Action.<sup>4</sup> In addition, Rucker received notice of the Claim Objection to its untimely claim and filed no response; thus, the untimely Rucker Proof of Claim has already been disallowed and expunged.

20. Even if Rucker's untimely Proof of Claim had not been previously disallowed by Court order, Rucker had no viable defense to its disallowance. The Third Circuit has recognized that the "strict bar date" in bankruptcy proceedings is intended "to facilitate the equitable and orderly intake of . . . claims." *In re Am. Classic Voyages Co.*, 405 F.3d 127, 133 (3d Cir. 2005). Accordingly, delay in filing a proof of claim that was "entirely avoidable and within [the movant's] control," as is the case here where Rucker had clear notice, "strongly disfavors" that movant in obtaining permission to file a late claim. *Id.* at 134 (refusing to extend the bar date for a late-filed claim). Indeed, numerous courts have condemned attempts to extend the bar date for creditors who received actual notice, because of the prejudice to debtors and the orderly progress of their reorganization efforts, as well as the unfairness towards other creditors who timely filed and due process concerns. As one court in this Circuit has explained,

Tinkering with an established bar date may raise due process claims of parties who have timely filed claims by originally-established bar dates, since it gives late filers a second bite at an apple which is likely to be less than fully satisfying, and thus effect unfair diminution of the timely filer's share of a distribution.

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4 Notice to Rucker's counsel in the State Court Action was notice to Rucker itself. "[N]otice to the attorney can be imputed to the client if the attorney is representing the client regarding a claim against the debtor." *In re Grand Union Corp.*, 204 B.R. 864, 875 (Bankr. D. Del. 1997) (quoting *Linder v. Trump's Castle Assocs.*, 155 B.R. 102, 105 (D.N.J. 1993)); see also *In re Marino*, 195 B.R. 886, 895 (Bankr. N.D. Ill. 1996) ("It is well recognized that an attorney's actual notice of the pendency of a bankruptcy may be imputed to his client if it occurs within the scope of the attorney-client relationship."). As the Third Circuit has explained, "the negligence of [a creditor's] counsel in failing to review the Notice sent to him by [the debtor] . . . must [be] impute[d]" to the creditor itself. *In re Am. Classic Voyages Co.*, 405 F.3d 127, 134 (3d Cir. 2005) (emphasis added); see also *In re Nw. Airlines Corp.*, 2007 WL 2815917, at \*4 (Bankr. S.D.N.Y. Sept. 26, 2007) (stating the notice of the bar date sent to creditors' counsel "was, *prima facie*, reasonable"); *In re Walker*, 149 B.R. 511, 516 (Bankr. N.D. Ill. 1992) (explaining that where "the creditors' attorneys—presumed experts in law—received the information . . . those creditors through their counsel were armed with presumed awareness of their rights and risks in bankruptcy").

*In re Sacred Heart Hosp. of Norristown*, 177 B.R. 16, 23-24 (Bankr. E.D. Pa. 1995); *see also In re Musicland Holding Corp.*, 362 B.R. 644, 655 (Bankr. S.D.N.Y. 2007) (noting "the irony" of "extending the bar date for the benefit of those who sat on their rights . . . at the expense of the vigilant creditors who observed the bar date"; "unfair to permit 'a second bite at the apple for those creditors who received notice of the bankruptcy filing and of the Claims Bar Date, and who chose not to file'"); *In re Bally Fitness of Greater N.Y., Inc.*, 402 B.R. 616, 622 (Bankr. S.D.N.Y. 2009) ("[E]xpansion of the Bar Date for notified class members who failed to file individual claims in a timely manner will violate due process and prejudice the rights of timely filers."); *In re FirstPlus Fin., Inc.*, 248 B.R. 60, 73 (Bankr. N.D. Tex. 2000) ("[A] creditor who has received actual notice of the claims bar date, and who does not file a proof of claim, is barred and has no claim."); *In re Jamesway Corp.*, 1997 Bankr. LEXIS 825, at \*34 (Bankr. S.D.N.Y. June 11, 1997) ("The bar date is akin to a statute of limitations, and must be strictly observed.").

21. Here, Rucker received notice of these Chapter 11 Cases and the Bar Date, yet filed an untimely proof of claim. Rucker cannot show that its failure was due to excusable neglect. Further, Rucker received the Claim Objection, did not respond, and the Court entered an order disallowing the claim. Therefore any claims it may have against the Debtors in the State Court Action are barred. Rucker cannot show cause to obtain relief from the plan injunction to litigate claims it no longer has.

**B. Relief from the Plan Injunction Would Be Unwarranted In Any Event.**

22. Even if Rucker had not sat on its rights, but instead timely filed a proof of claim (or responded to and prevailed on an objection to its untimely claim), granting relief from the plan injunction would still be unwarranted. As courts in this jurisdiction and elsewhere have recognized, "[t]he most important factor in determining whether to grant relief from the automatic stay to permit litigation to proceed against a debtor in another forum is the effect of

such litigation on the administration of the estate." *In re W.R. Grace & Co.*, 2007 Bankr. LEXIS 1214, at \*9 n.7 (Bankr. D. Del. Apr. 13, 2007) (quoting *In re Curtis*, 40 B.R. 795, 806 (Bankr. D. Utah 1984)). Courts in this jurisdiction use a "three-part balancing test" to determine whether to lift the stay to allow litigation to continue: (1) whether permitting continuation of the civil suit will cause great prejudice to the debtor; (2) whether, if the stay is maintained, the hardship to the creditor outweighs the hardship to the debtor; and (3) whether the creditor is likely to prevail on the merits of the civil suit. *Id.* at 166-67. Here, these factors all militate in favor of refusing to grant relief from the Plan injunction.

23. Unsecured creditors<sup>5</sup> generally bear "the heavy and possibly insurmountable burden of proving that the balance of hardships tips significantly in favor of granting relief." *In re W.R. Grace & Co.*, 2007 Bankr. LEXIS 1214, at \*11 (Bankr. D. Del. Apr. 13, 2007) (quoting *In re Micro Design, Inc.*, 120 B.R. 363, 369 (E.D. Pa. 1990)); *In re Boyertown Auto Body Works*, 1991 U.S. Dist. LEXIS 17372, at \*11 (E.D. Pa. Nov. 27, 1991) ("Clearly, if unsecured creditors could easily obtain relief from the stay to pursue their claims in other forums, rather than in the bankruptcy claims process, much of the purpose for bankruptcy filings, featuring a summary process for resolving claims, would be undermined."). Here, first and most importantly, granting relief from the Plan injunction would greatly prejudice the Debtors. As noted above, the insurance policies that may be applicable to the claims asserted in the State Court Action have deductibles of \$175,000 (at least), \$500,000 and \$1,000,000 respectively. Thus, if the Debtors tender these claims to insurance they may face significant claims from the insurers. Second, Rucker will not be prejudiced if the plan injunction stays in place because it only "seeks recovery

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<sup>5</sup> Here, of course, Rucker is no longer even a creditor because its claims have been expunged.

from applicable insurance, if any.” (Notice of Motion, Paragraph 1). As noted, Rucker’s claims would have to be at least \$175,000, and perhaps as high as \$1,000,000, before insurance would respond. As noted below, there is not a hint that Rucker’s claims approach even \$175,000. Thus, Rucker cannot show that any hardship to it significantly outweighs the harm that would result to the Debtors from granting relief from the Plan injunction.<sup>6</sup>

24. Finally, the third prong of this Court's three-part test—whether the creditor has a probability of prevailing on the merits—also counsels against granting Rucker relief from the Plan injunction. Although the "required showing" for this factor is "very slight," it is not nonexistent; Rucker must make some showing. The one paragraph Notice of Motion obviously says *nothing* about this factor (or any other). Further, Rucker only alleges, in the Cross-Complaint attached to the Notice of Motion, that the various cross-defendants (including BMHC, which is a *holding* company) “participated in some manner in the construction, design and provision of materials which is the subject of this action.” (Notice of Motion, Cross-Complaint ¶ 5). That flimsy allegation should not even survive a motion to dismiss for failure to state a claim and is plainly not evidence, even "very slight" evidence, of a probability of prevailing on the merits. Because Rucker offers "no evidence of the slightest probability of success on the merits . . . ., it would be inappropriate to lift” the plan injunction. *In re Peregrine Sys.*, 314 B.R. 31, 47 (Bankr. D. Del. 2004), *aff'd in part and rev'd in part on other grounds*, 2005 U.S. Dist. LEXIS 21707 (D. Del. Sept. 29, 2005).

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<sup>6</sup> Rucker’s failure to timely file a proof of claim, and its failure to respond to the Claim Objection, weighs strongly against any hardship it claims to suffer as a result of the plan injunction. To the extent that Rucker is prejudiced by its inability to litigate claims against the Debtors, that hardship results primarily from its failure to timely file a proof of claim and its failure to respond to the Claim Objection, not the plan injunction.

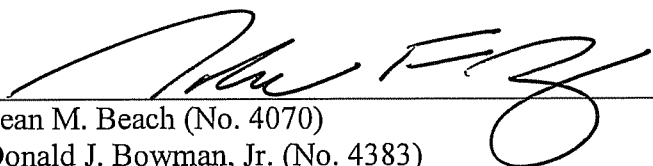
## CONCLUSION

25. For the reasons set forth above, the Debtors respectfully request that the Court deny Rucker's Notice of Motion in its entirety. Rucker cannot meet its initial burden to show cause exists to force the Debtors to litigate in state court a claim that is time-barred, disallowed and expunged. Even if Rucker's claim was not barred, the incommensurate prejudice to the Debtors, as well as Rucker's total failure to show any likelihood of success on the merits, would counsel against granting any relief from the plan injunction.

WHEREFORE, the Debtors therefore respectfully request that the Court enter an order denying the Notice of Motion in its entirety, and grant such other and further relief as the Court may deem just and proper.

Dated: Wilmington, Delaware  
June 15, 2010

YOUNG CONAWAY STARGATT & TAYLOR, LLP



Sean M. Beach (No. 4070)  
Donald J. Bowman, Jr. (No. 4383)  
Robert F. Poppiti, Jr. (No. 5052)  
The Brandywine Building  
1000 West Street, 17th Floor  
P.O. Box 391  
Wilmington, Delaware 19899-0391  
Telephone: (302) 571-6600  
Facsimile: (302) 571-1253

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SACKS TIERNEY P.A.  
Aaron G. York (admitted *pro hac vice*)  
4250 North Drinkwater Blvd., Fourth Floor  
Scottsdale, Arizona 85251  
Telephone: (480) 425-2676  
Facsimile: (480) 425-4976

ATTORNEYS FOR THE REORGANIZED DEBTORS

# **EXHIBIT A**

## **Declaration of Maureen Thomas**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

<b>In re:</b>	)	
	)	<b>Chapter 11</b>
<b>BUILDING MATERIALS HOLDING CORPORATION, <i>et al.</i>,<sup>1</sup></b>	)	<b>Case No. 09-12074 ( KJC)</b>
<b>Reorganized Debtors.</b>	)	<b>Jointly Administered</b>
	)	

**DECLARATION OF MAUREEN THOMAS**

I, Maureen Thomas, declare and state as follows:

1. I am over 18 years of age and am competent to make this declaration. I make this declaration based on my personal knowledge and review of applicable documents.
2. I am an in-house attorney for Building Materials Holding Corporation and its affiliated reorganized Debtors (the “***Reorganized Debtors***”) in the above-captioned chapter 11 cases (the “***Chapter 11 Cases***”). I have been so employed by the Reorganized Debtors since 2004. In the course of my work, I have become familiar with the Reorganized Debtors’ commercial general liability insurance policies.
3. I have reviewed the Notice of Motion of Rucker Construction, Inc. for Relief from Stay Under Section 362 of the Bankruptcy Code (the “***Notice of Motion***”).
4. After reviewing a homeowner matrix with respect to the litigation referenced in the Notice of Motion, Case No. CV00022 in the Merced County Superior Court (the “***State Court Action***”), I have determined that the Reorganized Debtors may be insured with

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<sup>1</sup> The Debtors, along with the last four digits of each Debtor's tax identification number, are as follows: Building Materials Holding Corporation (4269), BMC West Corporation (0454), SelectBuild Construction, Inc. (1340), SelectBuild Northern California, Inc. (7579), Illinois Framing, Inc. (4451), C Construction, Inc. (8206), TWF Construction, Inc. (3334), H.N.R. Framing Systems, Inc. (4329), SelectBuild Southern California, Inc. (9378), SelectBuild Nevada, Inc. (8912), SelectBuild Arizona, LLC (0036), and SelectBuild Illinois, LLC (0792). The mailing address for the Debtors is 720 Park Boulevard, Suite 200, Boise, Idaho 83712.

respect to claims alleged in the State Court Action under the following insurance policies: (i) Royal Insurance Company of America, policy number P2 TV463132, with a policy term of 11/11/2001 to 11/11/2002 and with a per-occurrence deductible of \$175,000;<sup>2</sup> (ii) Royal Insurance Company of America, policy number P2 TV463132 0002, with a policy term of 11/11/2002 to 11/11/2003 and with a per-occurrence deductible of \$500,000; and (iii) American International Group, policy number GL 480-60-23, with a policy term of 11/11/2003 to 11/11/2004 and with a per-occurrence deductible of \$1,000,000.

5. On or about May 13, 2010, counsel for Rucker Construction, Inc. requested information on the deductible and/or self-insured retention amounts under two particular policies applicable to the 2004 to 2005 and 2005 to 2006 policy terms, respectively. Based on that request, I provided cover pages and deductible endorsements for the following insurance policies, which were forwarded (with premium information redacted) to Rucker Construction, Inc.'s counsel by outside counsel for the Reorganized Debtors: (i) National Union Fire Insurance Company of Pittsburgh, PA *et al.*, policy number GL 554-87-69, with a policy term of 11/11/2004 to 11/11/2005 and with a \$1,000,000 deductible and a \$1,000,000 retained amount; and (ii) ACE American Insurance Company, policy number HDO G18072889, with a policy term of 11/11/2005 to 11/11/2006 and with a \$2,000,000 per-occurrence deductible.

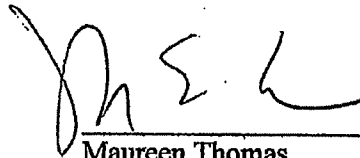
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<sup>2</sup> Royal Insurance Company of America may even contend that the per-occurrence deductible is \$300,000 based on a second deductible endorsement providing for a \$125,000 "corridor" deductible for claims in excess of \$175,000 per-occurrence. The Debtors contend that this "corridor" deductible is an aggregate deductible that has already been satisfied, but Royal Insurance Company of America may disagree.



6. Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information, and belief.

Executed on June 14, 2010.

  
\_\_\_\_\_  
Maureen Thomas

**EXHIBIT B**  
**Declaration of Gregory C. Guarton**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

<b>IN RE:</b>	)	
	)	<b>Chapter 11</b>
<b>BUILDING MATERIALS HOLDING</b>	)	
<b>CORPORATION, <i>et al.</i>,<sup>1</sup></b>	)	<b>Case No. 09-12074 ( KJC)</b>
	)	
<b>Reorganized Debtors.</b>	)	<b>Jointly Administered</b>
	)	
	)	

**DECLARATION OF GREGORY B. GUARTON**

I, Gregory B. Guarton, declare and state as follows:

1. I am a Senior Consultant with The Garden City Group, Inc. ("**GCG**"), the claims and noticing agent in the above-captioned chapter 11 cases (the "**Chapter 11 Cases**") regarding the reorganized debtors (the "**Debtors**").

2. On August 11, 2009, I caused the Debtors' Notice of Commencement of Chapter 11 Bankruptcy Cases and Meeting of Creditors (the "**Notice of Commencement**") to be mailed by first class U.S. mail to the following address:

BOWMAN AND BROOKE LLP  
ATTN: DANIEL J. SMITH  
RE MERCED SUP CT  
1741 TECHNOLOGY DR., #200  
SAN JOSE, CA 95110

A true and correct copy of the Notice of Commencement that was mailed to this address is attached hereto as **Attachment 1**.

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<sup>1</sup> The Debtors, along with the last four digits of each Debtor's tax identification number, are as follows: Building Materials Holding Corporation (4269), BMC West Corporation (0454), SelectBuild Construction, Inc. (1340), SelectBuild Northern California, Inc. (7579), Illinois Framing, Inc. (4451), C Construction, Inc. (8206), TWF Construction, Inc. (3334), H.N.R. Framing Systems, Inc. (4329), SelectBuild Southern California, Inc. (9378), SelectBuild Nevada, Inc. (8912), SelectBuild Arizona, LLC (0036), and SelectBuild Illinois, LLC (0792). The mailing address for the Debtors is 720 Park Boulevard, Suite 200, Boise, Idaho 83712.

3. On August 11, 2009, I caused the Debtors' Notice of Hearing to Consider Approval of the Disclosure Statement for Joint Plan of Reorganization for the Debtors (the "**Disclosure Statement Hearing Notice**") to be mailed by first class U.S. mail to the following address:

BOWMAN AND BROOKE LLP  
ATTN: DANIEL J. SMITH  
RE MERCED SUP CT  
1741 TECHNOLOGY DR., #200  
SAN JOSE, CA 95110

A true and correct copy of the Disclosure Statement Hearing Notice that was mailed to this address is attached hereto as **Attachment 2**.

4. On August 11, 2009, I caused the Debtors' Notice of Entry of Bar Date Order Establishing Deadlines for Filing Proofs of Claim Against the Debtors (Including Claims Pursuant to Bankruptcy Code § 503(b)(9)) (the "**Bar Date Notice**") along with a customized proof of claim form (the "**Proof of Claim**") to be mailed by first class U.S. mail to the following address:

BOWMAN AND BROOKE LLP  
ATTN: DANIEL J. SMITH  
RE MERCED SUP CT  
1741 TECHNOLOGY DR., #200  
SAN JOSE, CA 95110

A true and correct copy of the Bar Date Notice and customized Proof of Claim are attached hereto as **Attachment 3** and **Attachment 4**, respectively.

5. All customized proofs of claim generated and mailed by GCG, including the Proof of Claim mailed to the address in the paragraph above, contained the name, address and GCG's internal database reference number (both in numeric and barcode formats) of the party receiving the claim form.

6. As filed proofs of claim were received by GCG, GCG scanned each claim into a secure proprietary database maintained exclusively for these Chapter 11 Cases (the “*Database*”). When GCG received a proof of claim containing a GCG barcode, GCG’s scanning equipment read the barcode and programmatically linked the claim to the appropriate Database record. When GCG received a proof of claim that did not contain a GCG barcode, a trained claims processor created a new Database record for that claim by data entering the claimant’s name, address and other contact information provided on the claim form. All proofs of claim (whether barcoded or not barcoded) were then fully reviewed and the details asserted thereon were entered into the Database.

7. I have reviewed the Database and verified that, on October 19, 2009, GCG received the completed Proof of Claim attached hereto as *Attachment 5*.

8. On January 22, 2010, I caused the Notice of and Reorganized Debtors' Eleventh Omnibus (Non-Substantive) Objection to Claims Pursuant to Section 502(b) of the Bankruptcy Code, Bankruptcy Rules 3003 and 3007 and Local Rule 3007-1 [Docket No. 1341] (the “*Claim Objection*”) to be mailed by first class U.S. mail to the following address:

BOWMAN AND BROOKE LLP  
ATTN: DANIEL J. SMITH  
RE MERCED SUP CT  
1741 TECHNOLOGY DR., #200  
SAN JOSE, CA 95110

A true and correct copy of the Claim Objection is attached hereto as *Attachment 6*.

9. On February 23, 2010, I caused the Order Sustaining, in Part, Reorganized Debtors' Eleventh Omnibus (Non-Substantive) Objection to Claims Pursuant to Section 502(b) of the Bankruptcy Code, Bankruptcy Rules 3003 and 3007 and Local Rule 3007-1 [Docket No. 1435] (the “*Claims Objection Order*”) to be mailed by first class U.S. mail to the following address:

BOWMAN AND BROOKE LLP  
ATTN: DANIEL J. SMITH  
RE MERCED SUP CT  
1741 TECHNOLOGY DR., #200  
SAN JOSE, CA 95110

A true and correct copy of the Claims Objection Order is attached hereto as *Attachment 7*.

10. As part of our customary practice, GCG tracks any mail that is returned to GCG as undeliverable. I have reviewed the Database and verified that, as of the date hereof, no mail that GCG sent to the addresses listed above in paragraphs 2, 3, 4, 8 and 9 was returned to GCG as undeliverable.

11. Pursuant to 28 U.S.C. section 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information, and belief.

Executed on June 14, 2010.

/s/ Gregory B. Guarton  
Gregory B. Guarton

## **ATTACHMENT 1**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

<b>IN RE:</b>	)	
	)	<b>Chapter 11</b>
<b>BUILDING MATERIALS HOLDING CORPORATION, <i>et al.</i>,</b>	)	<b>Case No. 09-12074 (KJC)</b>
	)	
<b>Debtors.</b>	)	<b>Jointly Administered</b>

**NOTICE OF COMMENCEMENT OF CHAPTER 11 BANKRUPTCY  
CASES AND MEETING OF CREDITORS**

On **June 16, 2009**, Building Materials Holding Corporation, and its wholly owned subsidiaries, the debtors and debtors in possession in the above-captioned cases (the “**Debtors**”), each filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the “**Bankruptcy Code**”). The Debtors, their addresses, case numbers and last four digits of their federal tax identification numbers are as follows:

<b>DEBTORS</b> (Other names, if any, used by the Debtors in the last 6 years)	<b>ADDRESS</b>	<b>CASE NO.</b>	<b>EID No.</b>
Building Materials Holding Corporation	720 Park Blvd. Suite 200 Boise, ID 83712	09-12074	4269
BMC West Corporation	720 Park Blvd. Suite 200 Boise, ID 83712	09-12075	0454
SelectBuild Construction Inc. (f/k/a BMC Construction, Inc.)	720 Park Blvd. Suite 200 Boise, ID 83712	09-12076	1340
SelectBuild Northern California, Inc.	720 Park Blvd. Suite 200 Boise, ID 83712	09-12077	7579
Illinois Framing, Inc.	720 Park Blvd. Suite 200 Boise, ID 83712	09-12078	4451
C Construction, Inc.	720 Park Blvd. Suite 200 Boise, ID 83712	09-12079	8206
TWF Construction, Inc.	720 Park Blvd. Suite 200 Boise, ID 83712	09-12080	3334
H.N.R. Framing Systems, Inc.	720 Park Blvd. Suite 200 Boise, ID 83712	09-12081	4329
SelectBuild Southern California, Inc. (f/k/a KBI Stucco, Inc.; SelectBuild, L.P., KBI Windows, Inc., SelectBuild Florida LLC, SelectBuild Distribution, Inc., SelectBuild Mid-Atlantic, LLC, SelectBuild Trim, LLC, SelectBuild Mechanical, LLC, A-1 Building Components, LLC)	720 Park Blvd. Suite 200 Boise, ID 83712	09-12082	9378



<b>DEBTORS</b> (Other names, if any, used by the Debtors in the last 6 years)	<b>ADDRESS</b>	<b>CASE NO.</b>	<b>EID No.</b>
SelectBuild Nevada, Inc.	720 Park Blvd. Suite 200 Boise, ID 83712	09-12083	8912
SelectBuild Arizona, LLC	720 Park Blvd. Suite 200 Boise, ID 83712	09-12084	0036
SelectBuild Illinois, LLC (f/k/a RCI Construction, LLC)	720 Park Blvd. Suite 200 Boise, ID 83712	09-12085	0792

**DATE, TIME AND LOCATION OF MEETING OF CREDITORS.** **JULY 17, 2009 AT 10:00 A.M. (PREVAILING EASTERN TIME),** J. CALEB BOGGS FEDERAL BUILDING, 844 NORTH KING STREET, ROOM 5209, WILMINGTON, DELAWARE 19801.

**MEETING OF CREDITORS.** The Debtors' representative, as specified in Rule 9001(5) of the Federal Rules of Bankruptcy Procedure (the "***Bankruptcy Rules***"), is required to appear at the meeting of creditors on the date and at the place set forth above for the purpose of being examined under oath. Attendance by creditors at the meeting is welcomed, but not required. At the meeting, creditors may examine the Debtors and transact such other business as may properly come before the meeting. The meeting may be continued or adjourned from time-to-time by notice at the meeting, without further written notice to the creditors.

**COMMENCEMENT OF CASES.** A petition under chapter 11 of the Bankruptcy Code has been filed in the United States Bankruptcy Court for the District of Delaware (the "***Court***") by each of the Debtors, and orders for relief have been entered. Pursuant to that certain order entered by the Court, dated June 17, 2009 [Docket No. 52], the chapter 11 cases filed by each of the Debtors will be jointly administered under the following caption: In re Building Materials Holding Corporation *et al.*, Case No. 09-12074 (KJC). You will not receive notice of all documents filed in these cases. All documents filed with the Court, including lists of the Debtors' property and debts, are available for inspection at the Office of the Clerk of the Court (the "***Clerk's Office***"). In addition, such documents may be available at [www.deb.uscourts.gov](http://www.deb.uscourts.gov). A PACER password is needed to access these documents and can be obtained from the PACER Service Center at [www.pacer.psc.uscourts.gov](http://www.pacer.psc.uscourts.gov). In addition, such documents are available through the website of The Garden City Group, Inc., the claims agent in these cases, at [www.bmhcrestructuring.com](http://www.bmhcrestructuring.com). Information regarding the cases is also available by phone at 1-866-364-4266.

**DEADLINE TO FILE A PROOF OF CLAIM.** Notice of this deadline will be sent by and through a separate notice.

**NAME, ADDRESS AND TELEPHONE NUMBER OF TRUSTEE.** None appointed to date.

**COUNSEL FOR THE DEBTORS.**

Michael A. Rosenthal, Esq.  
Matthew K. Kelsey, Esq.  
GIBSON, DUNN & CRUTCHER LLP  
200 Park Avenue  
New York, New York 10166-0193

Sean M. Beach, Esq.  
Donald J. Bowman, Jr., Esq.  
Robert F. Poppiti, Jr., Esq.  
YOUNG CONAWAY STARGATT & TAYLOR, LLP  
The Brandywine Building  
1000 West Street, 17th Floor, P.O. Box 391  
Wilmington, Delaware 19899-0391  
Telephone: (302) 571-6731

**PURPOSE OF CHAPTER 11 FILING.** Chapter 11 of the Bankruptcy Code enables debtors to reorganize pursuant to a plan. A plan is not effective unless approved by the Court at a confirmation hearing. Creditors will be given notice concerning any

plan, or in the event these cases are dismissed or converted to another chapter of the Bankruptcy Code. The Debtors will remain in possession of their property and will continue to operate their businesses unless a trustee is appointed.

**CREDITORS MAY NOT TAKE CERTAIN ACTIONS.** A creditor is anyone to whom any of the Debtors owe money or property. Under the Bankruptcy Code, the Debtors are granted certain protections against creditors. Common examples of prohibited actions by creditors are contacting the Debtors to demand repayment, taking action against the Debtors to collect money owed to creditors or to take property of the Debtors, and starting or continuing foreclosure actions or repossessions. If unauthorized actions are taken by a creditor against the Debtors, the Court may penalize that creditor. A creditor who is considering taking action against the Debtors or the property of the Debtors should review section 362 of the Bankruptcy Code and may wish to seek legal advice. ***The staff of the Clerk's Office is not permitted to give legal advice.***

**CLAIMS.** Schedules of creditors will be filed pursuant to Bankruptcy Rule 1007. Any creditor holding a scheduled claim, which is not listed as disputed, contingent, or unliquidated as to amount, may, but is not required to, file a proof of claim in these cases. Creditors whose claims are not scheduled or whose claims are listed as disputed, contingent, or unliquidated as to amount and who desire to participate in these cases or share in any distribution must file a proof of claim. A creditor who desires to rely on the schedules of creditors has the responsibility for determining that its claim is listed accurately. ***Separate notice of the deadlines to file proofs of claim and proofs of claim forms will be provided to the Debtors' known creditors.*** Proofs of claim forms also are available in the clerk's office of any United States Bankruptcy Court and from the Court's website at [www.deb.uscourts.gov](http://www.deb.uscourts.gov).

**DISCHARGE OF DEBTS.** Confirmation of a chapter 11 case may result in a discharge of debts, which may include all or part of your debt. See 11 U.S.C. § 1141(d). A discharge means that you may never try to collect the debt from the Debtors, except as provided in the plan.

For the Court:           /s/ David D. Bird            
Clerk of the United States Bankruptcy  
Court for the District of Delaware

Dated: June 22, 2009

## **ATTACHMENT 2**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

<b>IN RE:</b>	)	
	)	<b>Chapter 11</b>
<b>BUILDING MATERIALS HOLDING</b>	)	
<b>CORPORATION, <i>et al.</i>,<sup>1</sup></b>	)	<b>Case No. 09-12074 (KJC)</b>
	)	
<b>Debtors.</b>	)	<b>Jointly Administered</b>
	)	
	)	<b>Ref. Docket No. 19</b>

**NOTICE OF HEARING TO CONSIDER APPROVAL OF THE DISCLOSURE  
STATEMENT FOR JOINT PLAN OF REORGANIZATION FOR THE DEBTORS**

**PLEASE TAKE NOTICE THAT** on June 16, 2009, the above-captioned debtors (collectively, the "***Debtors***") filed with the United States Bankruptcy Court for the District of Delaware (the "***Court***") (a) the *Joint Plan of Reorganization for the Debtors Under Chapter 11 of the Bankruptcy Code* (as it may be amended or modified, the "***Plan***") and (b) the *Disclosure Statement With Respect to Joint Plan of Reorganization for the Debtors Under Chapter 11 of the Bankruptcy Code* (as it may be amended or modified, the "***Disclosure Statement***") pursuant to section 1125 of title 11 of the United States Code (the "***Bankruptcy Code***").

**PLEASE TAKE FURTHER NOTICE THAT** a hearing (the "***Disclosure Statement Hearing***") will be held before the Honorable Kevin J. Carey, Chief United States Bankruptcy Judge, at the Court, 824 Market Street, 6<sup>th</sup> Floor, Wilmington, Delaware 19801 on **July 29, 2009 at 10:00 a.m. (prevailing Eastern Time)** to consider the entry of an order, among other things, finding that the Disclosure Statement contains "adequate information" within the meaning of section 1125 of the Bankruptcy Code, approving the Disclosure Statement and establishing procedures for the solicitation and tabulation of votes to accept or reject the Plan. The Disclosure Statement may be amended or modified at or prior to the Disclosure Statement Hearing, and the Disclosure Statement Hearing may be adjourned from time to time without further notice, except for the announcement of the adjourned date(s) at the Disclosure Statement Hearing or any continued hearing(s).

**PLEASE TAKE FURTHER NOTICE THAT** objections, if any, to the approval of the Disclosure Statement must be in writing and must: (a) state the name and address of the objector or entity proposing a modification to the Disclosure Statement and the amount of its claim or nature of its interest in the Debtors' chapter 11 cases; (b) specify the basis and nature of any objection and set forth the proposed modification to the Disclosure Statement, together with suggested language; (c) be filed with the Clerk's Office, 824 N. Market Street, 3rd Floor, Wilmington, Delaware 19801 together with proof of service, **on or before 4:00 p.m. (prevailing Eastern Time) on July 22, 2009** (the "***Objection Deadline***"); and (d) be served, so as to be actually received on or before the Objection Deadline, upon (i) Gibson, Dunn & Crutcher LLP, 200 Park Ave, New York, New York 10166 (Attn: Michael A. Rosenthal and Matthew K. Kelsey) and Young Conaway Stargatt & Taylor, LLP, 1000 West Street, 17th Floor, P.O. Box 391, Wilmington, Delaware 19899-0391 (Attn: Sean M. Beach and Robert F. Poppiti, Jr.), counsel for the Debtors; (ii) Arent Fox LLP, 1050 Connecticut Ave, Washington, DC 20036-5339 (Attn: Christopher J. Giaimo and Katie A. Lane), counsel to the official committee of

<sup>1</sup> The Debtors, along with the last four digits of each Debtor's tax identification number, are as follows: Building Materials Holding Corporation (4269), BMC West Corporation (0454), SelectBuild Construction, Inc. (1340), SelectBuild Northern California, Inc. (7579), Illinois Framing, Inc. (4451), C Construction, Inc. (8206), TWF Construction, Inc. (3334), H.N.R. Framing Systems, Inc. (4329), SelectBuild Southern California, Inc. (9378), SelectBuild Nevada, Inc. (8912), SelectBuild Arizona, LLC (0036), and SelectBuild Illinois, LLC (0792). The mailing address for the Debtors is 720 Park Boulevard, Suite 200, Boise, Idaho 83712.

unsecured creditors appointed in these chapter 11 cases; (iii) Paul, Hastings, Janofsky & Walker LLP, 55 Second Street, 24th Floor, San Francisco, CA 94105 (Attn: Kevin Fisher and Seth Mennillo) and Richards, Layton & Finger, One Rodney Square, 920 North King Street, Wilmington, Delaware 19801 (Attn: Paul N. Heath), counsel for Wells Fargo Bank, N.A., as administrative agent under the Prepetition Credit Agreement and the DIP Facility (as defined in the Plan); and (iv) the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Lockbox #35, Wilmington, Delaware 19801 (Attn: Joseph J. McMahon).

**PLEASE TAKE FURTHER NOTICE THAT** if any objection to the Disclosure Statement is not filed and served as prescribed herein, the objecting party may be barred from objecting to the adequacy of the Disclosure Statement and may not be heard at the Disclosure Statement Hearing.

**PLEASE TAKE FURTHER NOTICE THAT** copies of the Plan and Disclosure Statement may be obtained by parties in interest free of charge on The Garden City Group, Inc.'s dedicated webpage related to these cases ([www.bmhcrestructuring.com](http://www.bmhcrestructuring.com)). Copies of the Plan and Disclosure Statement are also available for inspection during regular business hours at the Clerk's Office, 824 N. Market Street, 3rd Floor, Wilmington, Delaware 19801. In addition, copies of the Plan and Disclosure Statement may be viewed on the Internet at the Court's website (<http://www.deb.uscourts.gov>) by following the directions for accessing the ECF system on such website.

**PLEASE TAKE FURTHER NOTICE THAT** this notice is not a solicitation of votes to accept or reject the Plan. Votes on the Plan may not be solicited unless and until the proposed Disclosure Statement is approved by an order of the Court. Following approval of the Disclosure Statement by the Court, holders of claims against, or interests in, the Debtors will receive a copy of the Disclosure Statement, the Plan and various documents related thereto, unless otherwise ordered by the Court.

*Para obtener una versión en español de esta notificación, por favor contactar a The Garden City Group en el telefono (866) 364-4266.*

Dated: Wilmington, Delaware  
June 30, 2009

YOUNG CONAWAY STARGATT & TAYLOR, LLP

/s/ Sean M. Beach

Sean M. Beach (No. 4070)  
Donald J. Bowman, Jr. (No. 4383)  
Robert F. Poppiti, Jr. (No. 5052)  
The Brandywine Building  
1000 West Street, 17th Floor  
Wilmington, DE 19801  
Telephone: 302.571.6731  
Facsimile: 302.571.1253

----and----

GIBSON, DUNN & CRUTCHER LLP  
Michael A. Rosenthal (admitted *pro hac vice*)  
Matthew K. Kelsey (admitted *pro hac vice*)  
200 Park Avenue, 47th Floor  
New York, NY 10166-0193  
Telephone: 212.351.4000  
Facsimile: 212.351.4035

PROPOSED ATTORNEYS FOR DEBTORS AND  
DEBTORS IN POSSESSION

## **ATTACHMENT 3**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

**IN RE:**

**BUILDING MATERIALS HOLDING  
CORPORATION, et al.,<sup>1</sup>**

**Debtors.**

)  
) **Chapter 11**  
)  
) **Case No. 09-12074 (KJC)**  
)  
) **Jointly Administered**  
)  
) **Ref. Docket No. 248**  
)

*Para obtener una versión en español de esta notificación, por favor contactar a The Garden City Group en el telefono (866) 364-4266.*

**NOTICE OF ENTRY OF BAR DATE ORDER ESTABLISHING  
DEADLINES FOR FILING PROOFS OF CLAIM AGAINST THE DEBTORS  
(INCLUDING CLAIMS PURSUANT TO BANKRUPTCY CODE § 503(b)(9))**

**PLEASE TAKE NOTICE THAT:**

The United States Bankruptcy Court for the District of Delaware (the "**Bankruptcy Court**") has entered an order [Docket No. 248] (the "**Bar Date Order**") establishing deadlines to file proofs of claim for all claims (as defined below), **including claims pursuant to section 503(b)(9) (a "503(b)(9) Claim") of title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. (the "Bankruptcy Code")** against the above-captioned debtors and debtors-in-possession (collectively, the "**Debtors**") that arose prior to June 16, 2009 (the "**Petition Date**").

You should not file a proof of claim if you do not have a claim against the Debtors. The fact that you received this notice (the "**Notice**") does not necessarily mean that you have a claim or that either the Debtors or the Bankruptcy Court believe that you have a claim.

Pursuant to the terms of the Bar Date Order, and except as otherwise provided herein, each person or entity<sup>2</sup> (including, without limitation, each individual, partnership, joint venture, corporation, limited liability company, estate, trust, or governmental unit<sup>3</sup>) that holds or asserts a claim against any of the Debtors must file a proof of claim with original signature, substantially conforming to the proof of claim form enclosed herewith, so that it is actually received by The Garden City Group, Inc. ("**GCG**"), the approved Bankruptcy Court claims and noticing agent in these chapter 11 cases (the "**Chapter 11 Cases**"), on or before the applicable bar date set forth below. Proofs of claim sent by **first-class mail** must be sent to the following address:

The Garden City Group, Inc.  
Attn: Building Materials Holding Corporation  
P.O. Box 9393  
Dublin, OH 43017-4293

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<sup>1</sup> The Debtors, along with the last four digits of each Debtor's tax identification number, and chapter 11 case number, are as follows: Building Materials Holding Corporation (4269) Case No. 09-12074, BMC West Corporation (0454) Case No. 09-12075, SelectBuild Construction, Inc. (1340) Case No. 09-12076, SelectBuild Northern California, Inc. (7579) Case No. 09-12077, Illinois Framing, Inc. (4451) Case No. 09-12078, C Construction, Inc. (8206) Case No. 09-12079, TWF Construction, Inc. (3334) Case No. 09-12080, H.N.R. Framing Systems, Inc. (4329) Case No. 09-12081, SelectBuild Southern California, Inc. (9378) Case No. 09-12082, SelectBuild Nevada, Inc. (8912) Case No. 09-12083, SelectBuild Arizona, LLC (0036) Case No. 09-12084, and SelectBuild Illinois, LLC (0792) Case No. 09-12085. The mailing address for the Debtors is 720 Park Boulevard, Suite 200, Boise, Idaho 83712.

<sup>2</sup> "Entity" has the meaning given to it in section 101(15) of the Bankruptcy Code.

<sup>3</sup> "Governmental Unit" has the meaning given to it in section 101(27) of the Bankruptcy Code.

Proofs of claim sent by *messenger* or *overnight courier* must be sent to the following address:

The Garden City Group, Inc.  
Attn: Building Materials Holding Corporation  
5151 Blazer Parkway, Suite A  
Dublin, OH 43017

To be properly filed, a proof of claim must be filed in the bankruptcy case of the specific Debtor against which the claimant holds or asserts a claim. For example, if a claimant holds or asserts a claim against SelectBuild Arizona, LLC, the proof of claim must be filed against SelectBuild Arizona, LLC in case number 09-12084. If a claimant wishes to assert a claim against more than one Debtor, separate proof of claim forms must be filed against each applicable Debtor. A complete list of Debtors with corresponding case numbers is set forth in footnote 1 of this Notice.

Proofs of claim will be deemed timely filed only if ***actually received*** by GCG on or before the bar date applicable to such claim. Further, GCG will not accept proofs of claim sent by facsimile, telecopy, e-mail, or other electronic submission, and such claims will not be deemed to be properly filed claims.

**General Bar Date.** Except as otherwise provided herein, each person or entity holding or asserting a claim **(including a 503(b)(9) Claim)** against one or more of the Debtors that arose prior to the Petition Date must file a proof of claim so that it is actually received by GCG on or before **August 31, 2009 at 5:00 p.m.** (prevailing Eastern Time) (the "**General Bar Date**").

**Governmental Unit Bar Date.** Each governmental unit holding or asserting a claim against one or more of the Debtors that arose prior to the Petition Date must file a proof of claim so that it is actually received by GCG on or before **December 16, 2009 at 5:00 p.m.** (prevailing Eastern Time) (the "**Governmental Bar Date**").

**Amended Schedules Bar Date.** If, on or after the date on which the Debtors serve this Notice, the Debtors amend or supplement their schedules of assets and liabilities, list of equity holders, and statements of financial affairs (collectively, the "**Schedules**") (i) to reduce the undisputed, noncontingent, and liquidated amount of a claim, (ii) to change the nature or characterization of a claim or the Debtor against whom the claim is scheduled, or (iii) to add a new claim to the Schedules, the affected claimant is required to file a proof of claim or amend any previously filed proof of claim in respect of the amended scheduled claim so that the proof of claim is actually received by GCG on or before the later of (x) the General Bar Date or (y) 30 days after the claimant is served with notice of the applicable amendment or supplement to the Schedules.

**Rejection Bar Date.** A proof of claim relating to a Debtor's rejection of an executory contract or unexpired lease pursuant to a Bankruptcy Court order entered prior to the applicable Debtor's plan of reorganization must be filed so that it is actually received by GCG on or before the later of (i) the General Bar Date or (ii) 30 days after the effective date of such Bankruptcy Court order.

For purposes of the Bar Date Order and this Notice, the term "claim" means (i) any right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, or unsecured; or (ii) any right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured, or unsecured as of the Petition Date.

For purposes of the Bar Date Order and this Notice, a "503(b)(9) Claim" is a claim for the value of any goods received by the Debtors within 20 days prior to the Petition Date in which the goods have been sold to the Debtors in the ordinary course of the Debtors' business.

The following persons and entities need **NOT** file a proof of claim:

- a. any person or entity that has already properly filed a proof of claim against the applicable Debtor(s) with either GCG or the Clerk of the Court for the Bankruptcy Court;
- b. any person or entity (i) whose claim is listed in the Debtors' Schedules or any amendments thereto, *and* (ii) whose claim is not described therein as "disputed," "contingent," or "unliquidated," *and* (iii) who does not dispute the amount or characterization of its claim (including that the claim is an



obligation of the specific Debtor against which the claim is listed in the Schedules) as set forth in the Schedules;<sup>4</sup>

- c. professionals retained by the Debtors or the Official Committee of Unsecured Creditors pursuant to orders of the Bankruptcy Court who assert administrative claims for fees and expenses subject to the Bankruptcy Court's approval pursuant to sections 330, 331, and 503(b) of the Bankruptcy Code;
- d. any person or entity that asserts an administrative expense claim against the Debtors pursuant to section 503(b) of the Bankruptcy Code; *provided, however*, that, any person or entity that has a 503(b)(9) Claim must file a proof of claim on or before the General Bar Date;
- e. any Debtor asserting a claim against another Debtor; and
- f. any person or entity whose claim against the Debtors has been allowed by an order of the Bankruptcy Court entered on or before the General Bar Date.

**Any person or entity (including, without limitation, any individual, partnership, joint venture, corporation, limited liability company, estate, trust or governmental unit) holding an interest in the Debtors (an "Interest Holder"), which interest is based exclusively upon the ownership of common or preferred stock in the corporation or warrants or rights to purchase, sell or subscribe to such a security (any such security being referred to in this Notice as an "Interest"), need not file a proof of interest on or before the General Bar Date; provided, however, that Interest Holders who wish to assert claims against the Debtors that arise out of or relate to the ownership or purchase of an Interest, including claims arising out of or relating to the sale, issuance or distribution of such Interest, must file proofs of claim on or before the General Bar Date (or, in the case of a governmental unit, the Governmental Bar Date), unless another exception identified in the Bar Date Order applies.**

**Pursuant to Rule 3003(c)(2) of the Federal Rules of Bankruptcy Procedure, any person or entity (including, without limitation, any individual, partnership, joint venture, corporation, limited liability company, estate, trust or governmental unit) that is required to file a timely proof of claim in the form and manner specified by the Bar Date Order and this Notice and that fails to do so on or before the bar date applicable to such claim shall not be treated as a creditor of the Debtors for the purposes of voting upon, or receiving distributions under, any plan of reorganization in the Chapter 11 Cases in respect of that claim.**

The Debtors reserve the right to (a) dispute, or to assert offsets or defenses against, any claim filed or any claim listed or reflected in the Schedules as to nature, amount, liability, classification, or otherwise; and (b) subsequently designate any claim as disputed, contingent, or unliquidated. Nothing contained in this Notice shall preclude the Debtors from objecting to any filed claim on any grounds.

Acts or omissions of the Debtors, if any, that occurred prior to the Petition Date, including acts or omissions related to any indemnity agreements, guarantees, or services provided to or rendered by the Debtors, may give rise to claims against the Debtors notwithstanding the fact that such claims (or any injuries on which they are based) may be contingent or may not have matured or become fixed or liquidated prior to the Petition Date. Therefore, any person or entity that holds or asserts a claim or a potential claim against the Debtors, no matter how remote or contingent, must file a proof of claim on or before the General Bar Date.

You may be listed as the holder of a claim against the Debtors in the Schedules. If you hold or assert a claim that is not listed in the Schedules or if you disagree with the amount or priority of your claim as listed in the Schedules, or your claim is listed in the Schedules as "contingent," "unliquidated," or "disputed," you must file a proof of claim. Copies of the Schedules and the Bar Date Order are available for inspection during regular business hours at the office of the Clerk of the Court for the United States Bankruptcy Court for the District of Delaware, 3rd Floor, 824 Market Street, Wilmington, Delaware 19801. In addition, copies of the Debtors' Schedules and Bar Date Order may be obtained for a charge through Delaware Document Retrieval, 2 East 7th Street, 2nd Floor, Wilmington, Delaware 19801; or viewed and downloaded free of

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<sup>4</sup> If the administrative agent under the Debtors' Second Amended and Restated Credit Agreement, dated as of November 10, 2006 (the "**Prepetition Credit Agreement**") disputes the scheduled amount of claims thereunder, the administrative agent may file a proof of claim on behalf of all such lenders.

charge on GCG's dedicated website for the Chapter 11 Cases ([www.bmhcrestructuring.com](http://www.bmhcrestructuring.com)); or viewed and downloaded for a fee at the Bankruptcy Court's website (<http://www.deb.uscourts.gov/>) by following the directions for accessing the ECF system on such website. Information relating to the Debtors' restructuring, including all documents referenced in this Notice, can be viewed at [www.bmhcrestructuring.com](http://www.bmhcrestructuring.com).

Questions concerning the contents of this Notice and requests for proofs of claim should be directed to GCG at 1-866-364-4266. Please note that GCG's staff is not permitted to give legal advice. You should consult your own attorney for assistance regarding any other inquiries, such as questions concerning the completion or filing of a proof of claim.

Dated: Wilmington, Delaware  
July 23, 2009

BY ORDER OF THE HONORABLE KEVIN J. CAREY  
CHIEF UNITED STATES BANKRUPTCY JUDGE

GIBSON, DUNN & CRUTCHER LLP  
Michael A. Rosenthal (admitted *pro hac vice*)  
Matthew K. Kelsey (admitted *pro hac vice*)  
200 Park Ave, 47th Floor  
New York, NY 10166-0193  
Telephone: 212.351.4000  
Facsimile: 212.351.4035

---- and ----

YOUNG CONAWAY STARGATT & TAYLOR, LLP  
Sean M. Beach (No. 4070)  
Donald J. Bowman, Jr. (No. 4383)  
Robert F. Poppiti, Jr. (No. 5052)  
The Brandywine Building  
1000 West St., 17th Floor  
Wilmington, DE 19801  
Telephone: 302.571.6731  
Facsimile: 302.571.1253

*ATTORNEYS FOR DEBTORS AND DEBTORS IN POSSESSION*

## **ATTACHMENT 4**

**UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE****PROOF OF CLAIM**

Name of Debtor (Check Only One):	Case No.	Name of Debtor	Case No.
<input type="checkbox"/> Building Materials Holding Corporation	09-12074	<input type="checkbox"/> TWF Construction, Inc.	09-12080
<input type="checkbox"/> BMC West Corporation	09-12075	<input type="checkbox"/> H.N.R. Framing Systems, Inc.	09-12081
<input type="checkbox"/> SelectBuild Construction, Inc.	09-12076	<input type="checkbox"/> SelectBuild Southern California, Inc.	09-12082
<input type="checkbox"/> SelectBuild Northern California, Inc.	09-12077	<input type="checkbox"/> SelectBuild Nevada, Inc.	09-12083
<input type="checkbox"/> Illinois Framing, Inc.	09-12078	<input type="checkbox"/> SelectBuild Arizona, LLC	09-12084
<input type="checkbox"/> C Construction, Inc.	09-12079	<input type="checkbox"/> SelectBuild Illinois, LLC	09-12085

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case, except for purposes of asserting an administrative expense under 11 U.S.C. § 503(b)(9) (see Item 6 below). All other requests for payment of an administrative expense should be filed pursuant to 11 U.S.C. § 503.

Name of Creditor (the person or other entity to whom the Debtor owes money or property): **BOWMAN AND BROOKE LLP**

Name and address where notices should be sent:

BOWMAN AND BROOKE LLP  
ATTN: DANIEL J. SMITH  
RE MERCED SUP CT  
1741 TECHNOLOGY DR., #200  
SAN JOSE, CA 95110

Telephone number:

Email Address:

☐ Check this box to indicate that this claim amends a previously filed claim.

Court Claim Number: \_\_\_\_\_  
(If known)

Filed on: \_\_\_\_\_

Name and address where payment should be sent (if different from above):

☐ Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

☐ Check this box if you are the Debtor or trustee in this case.

Telephone number:

1. Amount of Claim as of Date Case Filed: \$ \_\_\_\_\_

If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. If your claim is asserted pursuant to 11 U.S.C. § 503(b)(9), complete item 6.

☐ Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.

2. Basis for Claim: \_\_\_\_\_  
(See instruction #2 on reverse side.)

3. Last four digits of any number by which creditor identifies Debtor: \_\_\_\_\_

3a. Debtor may have scheduled account as: \_\_\_\_\_  
(See instruction #3a on reverse side.)

4. Secured Claim (See instruction #4 on reverse side.)

Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.

Nature of property or right of setoff: ☐ Real Estate ☐ Motor Vehicle ☐ Equipment ☐ Other  
Describe:

Value of Property: \$ \_\_\_\_\_ Annual Interest Rate: \_\_\_\_\_ %

Amount of arrearage and other charges as of time case filed included in secured claim,

if any: \$ \_\_\_\_\_ Basis for perfection: \_\_\_\_\_

Amount of Secured Claim: \$ \_\_\_\_\_ Amount Unsecured: \$ \_\_\_\_\_

6. Claim Pursuant to 11 U.S.C. § 503(b)(9):

Indicate the amount of your claim arising from your provision of goods sold to a Debtor in the ordinary course of the Debtor's business in the 20 days before June 16, 2009:

Attach documentation supporting such claim. \$ \_\_\_\_\_

7. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.

8. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements or running accounts, contracts, judgments, mortgages and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction #8 and definition of "redacted" on reverse side.)

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain in an attachment.

**Your Claim is Scheduled As Follows:**

If an amount is identified above, you have a claim scheduled by one of the Debtors as shown. Please review the Bar Date Notice to determine whether you must file a proof of claim to preserve your rights. The Bar Date Notice is available online at [www.bmhcrestructuring.com](http://www.bmhcrestructuring.com) or upon request at the address on the back of this form.

**THIS SPACE IS FOR COURT USE ONLY**

5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.

Specify the priority of the claim.

☐ Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

☐ Wages, salaries, or commissions (up to \$10,950) earned within 180 days before filing of the bankruptcy petition or cessation of the Debtor's business, whichever is earlier – 11 U.S.C. § 507(a)(4).

☐ Contributions to an employee benefit plan – 11 U.S.C. § 507(a)(5).

☐ Up to \$2,425 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. § 507(a)(7).

☐ Taxes or penalties owed to governmental units – 11 U.S.C. § 507(a)(8).

☐ Other – Specify applicable paragraph of 11 U.S.C. § 507(a)(\_\_\_\_). [Note: Do not include Section 503(b)(9) Claims here.]

Amount entitled to priority:

\$ \_\_\_\_\_

**FOR COURT USE ONLY**

Date: \_\_\_\_\_

Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.

## INSTRUCTIONS FOR PROOF OF CLAIM FORM

*The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules. The attorneys for the Debtors and their court-appointed claims agent are not authorized and are not providing you with any legal advice.*

PLEASE SEND YOUR ORIGINAL, COMPLETED PROOF OF CLAIM AS FOLLOWS: **IF BY MAIL:** THE GARDEN CITY GROUP, INC., ATTN: BUILDING MATERIALS HOLDING CORPORATION, P.O. BOX 9393, DUBLIN, OH 43017-4293. **IF BY HAND OR OVERNIGHT COURIER:** THE GARDEN CITY GROUP, INC., ATTN: BUILDING MATERIALS HOLDING CORPORATION, 5151 BLAZER PARKWAY, SUITE A, DUBLIN, OH 43017. ANY PROOF OF CLAIM SUBMITTED BY FACSIMILE OR E-MAIL WILL NOT BE ACCEPTED.

**THE GENERAL BAR DATE IN THESE CHAPTER 11 CASES IS AUGUST 31, 2009 AT 5:00 P.M. (PREVAILING EASTERN TIME).**  
**THE GOVERNMENTAL BAR DATE IN THESE CHAPTER 11 CASES IS DECEMBER 16, 2009 AT 5:00 P.M. (PREVAILING EASTERN TIME).**

### Court, Name of Debtor, and Case Number:

These chapter 11 cases were commenced in the United States Bankruptcy Court for the District of Delaware on June 16, 2009. You should select the Debtor against which you are asserting your claim.

**A SEPARATE PROOF OF CLAIM FORM MUST BE FILED AGAINST EACH DEBTOR AGAINST WHICH THE CREDITOR HOLDS OR ASSERTS A CLAIM.**

### Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. Please provide us with a valid email address. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

#### 1. Amount of Claim as of Date Case Filed:

State the total amount owed to the creditor as of June 16, 2009. Follow the instructions concerning whether to complete items 4, 5 and/or 6. Check the box if interest or other charges are included in the claim.

#### 2. Basis for Claim:

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on the delivery of health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if the trustee or another party in interest files an objection to your claim.

#### 3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:

State only the last four digits of the Debtor's account or other number used by the creditor to identify the Debtor.

##### 3a. Debtor May Have Scheduled Account As:

Use this space to report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the Debtor.

#### 4. Secured Claim:

Check the appropriate box and provide the requested information if the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See DEFINITIONS, below.) State the type and the value of property that secures the claim, attach copies of lien documentation, and state annual interest rate and the amount past due on the claim as of the date of the bankruptcy filing.

#### 5. Amount of Claim Entitled to Priority Under 11 U.S.C. § 507(a):

If any portion of your claim falls in one or more of the listed categories, check the appropriate box(es) and state the amount entitled to priority. (See DEFINITIONS, below.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

#### 6. Claim Pursuant to 11 U.S.C. § 503(b)(9):

Indicate the amount of your claim arising from your provision of goods to a Debtor in the ordinary course of the Debtor's business in the 20 days before June 16, 2009. Attach documentation supporting such claim.

#### 7. Credits:

An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the Debtor credit for any payments received toward the debt.

#### 8. Documents:

Attach to this proof of claim form redacted copies documenting the existence of the debt and of any lien securing the debt. You may also attach a summary. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary. FRBP 3001(c) and (d). If the claim is based on the delivery of health care goods or services, see instruction #2. Do not send original documents, as attachments may be destroyed after scanning.

#### Date and Signature:

The person filing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2), authorizes courts to establish local rules specifying what constitutes a signature. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

## DEFINITIONS

### Debtor

A Debtor is the person, corporation, or other entity that has filed a bankruptcy case.

### Creditor

A creditor is the person, corporation, or other entity owed a debt by the Debtor on the date of the bankruptcy filing.

### Claim

A claim is the creditor's right to receive payment on a debt that was owed by the Debtor on the date of the bankruptcy filing. See 11 U.S.C. § 101(5). A claim may be secured or unsecured.

### Proof of Claim

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the Debtor on the date of the bankruptcy filing. The creditor must file the form with The Garden City Group, Inc. as described in the instructions above and in the Bar Date Notice.

### Secured Claim Under 11 U.S.C. § 506(a)

A secured claim is one backed by a lien on property of the Debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a Debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien. A claim also may be secured if the creditor owes the Debtor money (has a right to setoff).

### Section 503(b)(9) Claim

A Section 503(b)(9) claim is a claim for the value of any goods received by the Debtor within 20 days before the date of commencement of a bankruptcy case in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business.

### Unsecured Claim

An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

### Claim Entitled to Priority Under 11 U.S.C. § 507(a)

Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

### Redacted

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor should redact and use only the last four digits of any social-security, individual's tax-identification, or financial-account number, all but the initials of a minor's name and only the year of any person's date of birth.

### Evidence of Perfection

Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

## INFORMATION

### Acknowledgment of Filing of Claim

To receive acknowledgment of your filing from The Garden City Group, Inc., please provide a stamped self-addressed envelope and a copy of this proof of claim when you submit the original claim to The Garden City Group, Inc.

### Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the Debtor. These entities do not represent the bankruptcy court or the Debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.), and any applicable orders of the bankruptcy court.

## **ATTACHMENT 5**

01112224

BMC0272383470



## UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

## PROOF OF CLAIM

Name of Debtor (Check Only One)	Case No	Name of Debtor	Case No
<input checked="" type="checkbox"/> Building Materials Holding Corporation	09-12074	<input type="checkbox"/> TWF Construction, Inc	09-12080
<input type="checkbox"/> BMC West Corporation	09-12075	<input type="checkbox"/> H N R Framing Systems, Inc	09-12081
<input type="checkbox"/> SelectBuild Construction, Inc	09-12076	<input type="checkbox"/> SelectBuild Southern California, Inc	09-12082
<input type="checkbox"/> SelectBuild Northern California, Inc	09-12077	<input type="checkbox"/> SelectBuild Nevada, Inc	09-12083
<input type="checkbox"/> Illinois Framing, Inc	09-12078	<input type="checkbox"/> SelectBuild Arizona, LLC	09-12084
<input type="checkbox"/> C Construction, Inc	09-12079	<input type="checkbox"/> SelectBuild Illinois, LLC	09-12085

## Your Claim is Scheduled As Follows.

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case except for purposes of asserting an administrative expense under 11 U.S.C. § 503(b)(9) (see Item 6 below). All other requests for payment of an administrative expense should be filed pursuant to 11 U.S.C. § 503.

Name of Creditor (the person or other entity to whom the Debtor owes money or property) **BOWMAN AND BROOKE LLP**

☐ Check this box to indicate that this claim amends a previously filed claim

Name and address where notices should be sent  
**BOWMAN AND BROOKE LLP**  
 A1TN DANIEL J SMITH  
 RE MERCED SUP CT  
 1741 TLCHNOLOGY DR , #200  
 SAN JOSE, CA 95110

Court Claim Number **CV00022**  
 (If known)

Telephone number  
 Email Address

Filed on **6/29/09**

Name and address where payment should be sent (if different from above)  
**FILED - 02705**  
**USBC-DISTRICT OF DELAWARE**  
**BUILDING MATERIALS HOLDING CORPORATION, ET AL**  
**09-12074 (KJC)**

☐ Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars  
☐ Check this box if you are the Debtor or trustee in this case

Telephone number

If an amount is identified above you have a claim scheduled by one of the Debtors as shown. Please review the Bar Date Notice to determine whether you must file a proof of claim to preserve your rights. The Bar Date Notice is available online at [www.bmherestructuring.com](http://www.bmherestructuring.com) or upon request at the address on the back of this form.

THIS SPACE IS FOR COURT USE ONLY

1 Amount of Claim as of Date Case Filed \$ **unstated amount**

If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. If your claim is asserted pursuant to 11 U.S.C. § 503(b)(9), complete item 6.

☐ Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.

2 Basis for Claim

(See instruction #2 on reverse side)

3 Last four digits of any number by which creditor identifies Debtor

3a Debtor may have scheduled account as  
 (See instruction #3a on reverse side)

4 Secured Claim (See instruction #4 on reverse side)  
 Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.

Nature of property or right of setoff ☐ Real Estate ☐ Motor Vehicle ☐ Equipment ☐ Other  
 Describe

Value of Property \$ Annual Interest Rate %

Amount of arrearage and other charges as of time case filed included in secured claim,

if any \$ Basis for perfection

Amount of Secured Claim \$ Amount Unsecured \$

6 Claim Pursuant to 11 U.S.C. § 503(b)(9)

Indicate the amount of your claim arising from your provision of goods sold to a Debtor in the ordinary course of the Debtor's business in the 20 days before June 16, 2009.  
 Attach documentation supporting such claim \$

7 Credits The amount of all payments on this claim has been credited for the purpose of making this proof of claim

8 Documents Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements or running accounts, contracts, judgments, mortgages and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary (See instruction #8 and definition of "redacted" on reverse side).  
 DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain in an attachment

Date **10/17/09**

Signature The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.

*[Signature]*

FOR COURT USE ONLY

\$

Amount entitled to priority



## INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules. The attorneys for the Debtors and their court-appointed claims agent are not authorized and are not providing you with any legal advice.

PLEASE SEND YOUR ORIGINAL COMPLETED PROOF OF CLAIM AS FOLLOWS: IF BY MAIL, THE GARDEN CITY GROUP, INC., ATTN: BUILDING MATERIALS HOLDING CORPORATION, P.O. BOX 9393, DUBLIN, OH 43017-4293. IF BY HAND OR OVERNIGHT COURIER, THE GARDEN CITY GROUP, INC., ATTN: BUILDING MATERIALS HOLDING CORPORATION, 5151 BLAZER PARKWAY, SUITE A, DUBLIN, OH 43017. ANY PROOF OF CLAIM SUBMITTED BY FACSIMILE OR E-MAIL WILL NOT BE ACCEPTED.

THE GENERAL BAR DATE IN THESE CHAPTER 11 CASES IS AUGUST 31, 2009 AT 5:00 P.M. (PREVAILING EASTERN TIME)  
THE GOVERNMENTAL BAR DATE IN THESE CHAPTER 11 CASES IS DECEMBER 16, 2009 AT 5:00 P.M. (PREVAILING EASTERN TIME)

### Court, Name of Debtor, and Case Number

These Chapter 11 cases were commenced in the United States Bankruptcy Court for the District of Delaware on June 16, 2009. You should select the Debtor against which you are asserting your claim.

### A SEPARATE PROOF OF CLAIM FORM MUST BE FILED AGAINST EACH DEBTOR AGAINST WHICH THE CREDITOR HOLDS OR ASSERTS A CLAIM

### Creditor's Name and Address

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. Please provide us with a valid email address. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

### 1. Amount of Claim as of Date Case Filed

State the total amount owed to the creditor as of June 16, 2009. Follow the instructions concerning whether to complete items 4, 5 and/or 6. Check the box if interest or other charges are included in the claim.

### 2. Basis for Claim

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on the delivery of health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if the trustee or another party in interest files an objection to your claim.

### 3. Last Four Digits of Any Number by Which Creditor Identifies Debtor

State only the last four digits of the Debtor's account or other number used by the creditor to identify the Debtor.

### 3a. Debtor May Have Scheduled Account As

Use this space to report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the Debtor.

### 4. Secured Claim

Check the appropriate box and provide the requested information if the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See DEFINITIONS, below.) State the type and the value of property that secures the claim, attach copies of lien documentation, and state annual interest rate and the amount past due on the claim as of the date of the bankruptcy filing.

### 5. Amount of Claim Entitled to Priority Under 11 U.S.C. § 507(a)

If any portion of your claim falls in one or more of the listed categories, check the appropriate box(es) and state the amount entitled to priority. (See DEFINITIONS, below.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

### 6. Claim Pursuant to 11 U.S.C. § 503(b)(9)

Indicate the amount of your claim arising from your provision of goods to a Debtor in the ordinary course of the Debtor's business in the 20 days before June 16, 2009. Attach documentation supporting such claim.

### 7. Credits

An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the Debtor credit for any payments received toward the debt.

### 8. Documents

Attach to this proof of claim form redacted copies documenting the existence of the debt and of any lien securing the debt. You may also attach a summary. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary FRBP 3001(c) and (d). If the claim is based on the delivery of health care goods or services, see instruction #2. Do not send original documents, as attachments may be destroyed after scanning.

### Date and Signature

The person filing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2), authorizes courts to establish local rules specifying what constitutes a signature. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

## DEFINITIONS

## INFORMATION

### Debtor

A Debtor is the person, corporation, or other entity that has filed a bankruptcy case.

### Creditor

A creditor is the person, corporation, or other entity owed a debt by the Debtor on the date of the bankruptcy filing.

### Claim

A claim is the creditor's right to receive payment on a debt that was owed by the Debtor on the date of the bankruptcy filing. See 11 U.S.C. § 101(5). A claim may be secured or unsecured.

### Proof of Claim

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the Debtor on the date of the bankruptcy filing. The creditor must file the form with The Garden City Group, Inc. as described in the instructions above and in the Bar Date Notice.

### Secured Claim Under 11 U.S.C. § 506(a)

A secured claim is one backed by a lien on property of the Debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a Debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien. A claim also may be secured if the creditor owes the Debtor money (has a right to setoff).

### Section 503(b)(9) Claim

A Section 503(b)(9) claim is a claim for the value of any goods received by the Debtor within 20 days before the date of commencement of a bankruptcy case in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business.

### Unsecured Claim

An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

### Claim Entitled to Priority Under 11 U.S.C. § 507(a)

Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

### Redacted

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor should redact and use only the last four digits of any social-security, individual's tax-identification, or financial-account number, all but the initials of a minor's name and only the year of any person's date of birth.

### Evidence of Perfection

Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

### Acknowledgment of Filing of Claim

To receive acknowledgment of your filing from The Garden City Group, Inc., please provide a stamped self-addressed envelope and a copy of this proof of claim when you submit the original claim to The Garden City Group, Inc.

### Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the Debtor. These entities do not represent the bankruptcy court or the Debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.), and any applicable orders of the bankruptcy court.



IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

IN RE:	)	Chapter 11
BUILDING MATERIALS HOLDING	)	Case No. 09-12074 (KJC)
CORPORATION, <i>et al.</i> , <sup>1</sup>	)	Jointly Administered
Debtors.	)	Ref. Docket No. 248
	)	

*Para obtener una versión en español de esta notificación, por favor contactar a The Garden City Group en el telefono (866) 364-4266.*

**NOTICE OF ENTRY OF BAR DATE ORDER ESTABLISHING  
DEADLINES FOR FILING PROOFS OF CLAIM AGAINST THE DEBTORS  
(INCLUDING CLAIMS PURSUANT TO BANKRUPTCY CODE § 503(b)(9))**

**PLEASE TAKE NOTICE THAT:**

The United States Bankruptcy Court for the District of Delaware (the "*Bankruptcy Court*") has entered an order [Docket No. 248] (the "*Bar Date Order*") establishing deadlines to file proofs of claim for all claims (as defined below), including claims pursuant to section 503(b)(9) (a "503(b)(9) Claim") of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq* (the "*Bankruptcy Code*") against the above-captioned debtors and debtors-in-possession (collectively, the "*Debtors*") that arose prior to June 16, 2009 (the "*Petition Date*").

You should not file a proof of claim if you do not have a claim against the Debtors. The fact that you received this notice (the "*Notice*") does not necessarily mean that you have a claim or that either the Debtors or the Bankruptcy Court believe that you have a claim.

Pursuant to the terms of the Bar Date Order, and except as otherwise provided herein, each person or entity<sup>2</sup> (including, without limitation, each individual, partnership, joint venture, corporation, limited liability company, estate, trust, or governmental unit<sup>3</sup>) that holds or asserts a claim against any of the Debtors must file a proof of claim with original signature, substantially conforming to the proof of claim form enclosed herewith, so that it is actually received by The Garden City Group, Inc. ("GCG"), the approved Bankruptcy Court claims and noticing agent in these chapter 11 cases (the "*Chapter 11 Cases*"), on or before the applicable bar date set forth below. Proofs of claim sent by *first-class mail* must be sent to the following address:

The Garden City Group, Inc  
Attn: Building Materials Holding Corporation  
P O Box 9393  
Dublin, OH 43017-4293

<sup>1</sup> The Debtors, along with the last four digits of each Debtor's tax identification number, and chapter 11 case number, are as follows: Building Materials Holding Corporation (4269) Case No. 09-12074, BMC West Corporation (0454) Case No. 09-12075, SelectBuild Construction, Inc. (1340) Case No. 09-12076, SelectBuild Northern California, Inc. (7579) Case No. 09-12077, Illinois Framing, Inc. (4451) Case No. 09-12078, C Construction, Inc. (8206) Case No. 09-12079, TWF Construction, Inc. (3334) Case No. 09-12080, H N R Framing Systems, Inc. (4329) Case No. 09-12081, SelectBuild Southern California, Inc. (9378) Case No. 09-12082, SelectBuild Nevada, Inc. (8912) Case No. 09-12083, SelectBuild Arizona, LLC (0036) Case No. 09-12084, and SelectBuild Illinois, LLC (0792) Case No. 09-12085. The mailing address for the Debtors is 720 Park Boulevard, Suite 200, Boise, Idaho 83712.

<sup>2</sup> "Entity" has the meaning given to it in section 101(15) of the Bankruptcy Code.

<sup>3</sup> "Governmental Unit" has the meaning given to it in section 101(27) of the Bankruptcy Code.

Proofs of claim sent by *messenger* or *overnight courier* must be sent to the following address

The Garden City Group, Inc  
Attn: Building Materials Holding Corporation  
5151 Blazer Parkway, Suite A  
Dublin, OH 43017

To be properly filed, a proof of claim must be filed in the bankruptcy case of the specific Debtor against which the claimant holds or asserts a claim. For example, if a claimant holds or asserts a claim against SelectBuild Arizona, LLC, the proof of claim must be filed against SelectBuild Arizona, LLC in case number 09-12084. If a claimant wishes to assert a claim against more than one Debtor, separate proof of claim forms must be filed against each applicable Debtor. A complete list of Debtors with corresponding case numbers is set forth in footnote 1 of this Notice.

Proofs of claim will be deemed timely filed only if **actually received** by GCG on or before the bar date applicable to such claim. Further, GCG will not accept proofs of claim sent by facsimile, telecopy, e-mail, or other electronic submission, and such claims will not be deemed to be properly filed claims.

**General Bar Date** Except as otherwise provided herein, each person or entity holding or asserting a claim (including a 503(b)(9) Claim) against one or more of the Debtors that arose prior to the Petition Date must file a proof of claim so that it is actually received by GCG on or before **August 31, 2009 at 5:00 p.m.** (prevailing Eastern Time) (the "**General Bar Date**")

**Governmental Unit Bar Date** Each governmental unit holding or asserting a claim against one or more of the Debtors that arose prior to the Petition Date must file a proof of claim so that it is actually received by GCG on or before **December 16, 2009 at 5:00 p.m.** (prevailing Eastern Time) (the "**Governmental Bar Date**")

**Amended Schedules Bar Date** If, on or after the date on which the Debtors serve this Notice, the Debtors amend or supplement their schedules of assets and liabilities, list of equity holders, and statements of financial affairs (collectively, the "**Schedules**") (i) to reduce the undisputed, noncontingent, and liquidated amount of a claim, (ii) to change the nature or characterization of a claim or the Debtor against whom the claim is scheduled, or (iii) to add a new claim to the Schedules, the affected claimant is required to file a proof of claim or amend any previously filed proof of claim in respect of the amended scheduled claim so that the proof of claim is actually received by GCG on or before the later of (x) the General Bar Date or (y) 30 days after the claimant is served with notice of the applicable amendment or supplement to the Schedules.

**Rejection Bar Date** A proof of claim relating to a Debtor's rejection of an executory contract or unexpired lease pursuant to a Bankruptcy Court order entered prior to the applicable Debtor's plan of reorganization must be filed so that it is actually received by GCG on or before the later of (i) the General Bar Date or (ii) 30 days after the effective date of such Bankruptcy Court order.

For purposes of the Bar Date Order and this Notice, the term "claim" means (i) any right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, or unsecured, or (ii) any right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured, or unsecured as of the Petition Date.

For purposes of the Bar Date Order and this Notice, a "503(b)(9) Claim" is a claim for the value of any goods received by the Debtors within 20 days prior to the Petition Date in which the goods have been sold to the Debtors in the ordinary course of the Debtors' business.

The following persons and entities need **NOT** file a proof of claim:

- a any person or entity that has already properly filed a proof of claim against the applicable Debtor(s) with either GCG or the Clerk of the Court for the Bankruptcy Court,
- b any person or entity (i) whose claim is listed in the Debtors' Schedules or any amendments thereto, *and* (ii) whose claim is not described therein as "disputed," "contingent," or "unliquidated," *and* (iii) who does not dispute the amount or characterization of its claim (including that the claim is an

obligation of the specific Debtor against which the claim is listed in the Schedules) as set forth in the Schedules,<sup>4</sup>

- c professionals retained by the Debtors or the Official Committee of Unsecured Creditors pursuant to orders of the Bankruptcy Court who assert administrative claims for fees and expenses subject to the Bankruptcy Court's approval pursuant to sections 330, 331, and 503(b) of the Bankruptcy Code,
- d any person or entity that asserts an administrative expense claim against the Debtors pursuant to section 503(b) of the Bankruptcy Code, *provided, however*, that, any person or entity that has a 503(b)(9) Claim must file a proof of claim on or before the General Bar Date,
- e any Debtor asserting a claim against another Debtor, and
- f any person or entity whose claim against the Debtors has been allowed by an order of the Bankruptcy Court entered on or before the General Bar Date

**Any person or entity (including, without limitation, any individual, partnership, joint venture, corporation, limited liability company, estate, trust or governmental unit) holding an interest in the Debtors (an "Interest Holder"), which interest is based exclusively upon the ownership of common or preferred stock in the corporation or warrants or rights to purchase, sell or subscribe to such a security (any such security being referred to in this Notice as an "Interest"), need not file a proof of interest on or before the General Bar Date; provided, however, that Interest Holders who wish to assert claims against the Debtors that arise out of or relate to the ownership or purchase of an Interest, including claims arising out of or relating to the sale, issuance or distribution of such Interest, must file proofs of claim on or before the General Bar Date (or, in the case of a governmental unit, the Governmental Bar Date), unless another exception identified in the Bar Date Order applies.**

**Pursuant to Rule 3003(c)(2) of the Federal Rules of Bankruptcy Procedure, any person or entity (including, without limitation, any individual, partnership, joint venture, corporation, limited liability company, estate, trust or governmental unit) that is required to file a timely proof of claim in the form and manner specified by the Bar Date Order and this Notice and that fails to do so on or before the bar date applicable to such claim shall not be treated as a creditor of the Debtors for the purposes of voting upon, or receiving distributions under, any plan of reorganization in the Chapter 11 Cases in respect of that claim.**

The Debtors reserve the right to (a) dispute, or to assert offsets or defenses against, any claim filed or any claim listed or reflected in the Schedules as to nature, amount, liability, classification, or otherwise, and (b) subsequently designate any claim as disputed, contingent, or unliquidated. Nothing contained in this Notice shall preclude the Debtors from objecting to any filed claim on any grounds.

Acts or omissions of the Debtors, if any, that occurred prior to the Petition Date, including acts or omissions related to any indemnity agreements, guarantees, or services provided to or rendered by the Debtors, may give rise to claims against the Debtors notwithstanding the fact that such claims (or any injuries on which they are based) may be contingent or may not have matured or become fixed or liquidated prior to the Petition Date. Therefore, any person or entity that holds or asserts a claim or a potential claim against the Debtors, no matter how remote or contingent, must file a proof of claim on or before the General Bar Date.

You may be listed as the holder of a claim against the Debtors in the Schedules. If you hold or assert a claim that is not listed in the Schedules or if you disagree with the amount or priority of your claim as listed in the Schedules, or your claim is listed in the Schedules as "contingent," "unliquidated," or "disputed," you must file a proof of claim. Copies of the Schedules and the Bar Date Order are available for inspection during regular business hours at the office of the Clerk of the Court for the United States Bankruptcy Court for the District of Delaware, 3rd Floor, 824 Market Street, Wilmington, Delaware 19801. In addition, copies of the Debtors' Schedules and Bar Date Order may be obtained for a charge through Delaware Document Retrieval, 2 East 7th Street, 2nd Floor, Wilmington, Delaware 19801, or viewed and downloaded free of

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<sup>4</sup> If the administrative agent under the Debtors' Second Amended and Restated Credit Agreement, dated as of November 10, 2006 (the "*Prepetition Credit Agreement*") disputes the scheduled amount of claims thereunder, the administrative agent may file a proof of claim on behalf of all such lenders.

charge on GCG's dedicated website for the Chapter 11 Cases ([www.bmhcrestructuring.com](http://www.bmhcrestructuring.com)), or viewed and downloaded for a fee at the Bankruptcy Court's website (<http://www.deb.uscourts.gov/>) by following the directions for accessing the ECF system on such website. Information relating to the Debtors' restructuring, including all documents referenced in this Notice, can be viewed at [www.bmhcrestructuring.com](http://www.bmhcrestructuring.com)

Questions concerning the contents of this Notice and requests for proofs of claim should be directed to GCG at 1-866-364-4266. Please note that GCG's staff is not permitted to give legal advice. You should consult your own attorney for assistance regarding any other inquiries, such as questions concerning the completion or filing of a proof of claim.

Dated Wilmington, Delaware  
July 23, 2009

BY ORDER OF THE HONORABLE KEVIN J. CAREY  
CHIEF UNITED STATES BANKRUPTCY JUDGE

GIBSON, DUNN & CRUTCHER LLP  
Michael A. Rosenthal (admitted *pro hac vice*)  
Matthew K. Kelsey (admitted *pro hac vice*)  
200 Park Ave, 47th Floor  
New York, NY 10166-0193  
Telephone 212 351 4000  
Facsimile 212 351 4035

---- and ----

YOUNG CONAWAY STARGATT & TAYLOR, LLP  
Sean M. Beach (No. 4070)  
Donald J. Bowman, Jr. (No. 4383)  
Robert F. Poppiti, Jr. (No. 5052)  
The Brandywine Building  
1000 West St., 17th Floor  
Wilmington, DE 19801  
Telephone 302 571 6731  
Facsimile 302 571 1253

*ATTORNEYS FOR DEBTORS AND DEBTORS IN POSSESSION*

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

<b>IN RE:</b>	)	
	)	<b>Chapter 11</b>
<b>BUILDING MATERIALS HOLDING CORPORATION, et al.,<sup>1</sup></b>	)	
	)	<b>Case No. 09-12074 (KJC)</b>
<b>Debtors.</b>	)	
	)	<b>Jointly Administered</b>
	)	
	)	<b>Ref. Docket No. 19</b>

**NOTICE OF HEARING TO CONSIDER APPROVAL OF THE DISCLOSURE  
STATEMENT FOR JOINT PLAN OF REORGANIZATION FOR THE DEBTORS**

**PLEASE TAKE NOTICE THAT** on June 16, 2009, the above-captioned debtors (collectively, the "**Debtors**") filed with the United States Bankruptcy Court for the District of Delaware (the "**Court**") (a) the *Joint Plan of Reorganization for the Debtors Under Chapter 11 of the Bankruptcy Code* (as it may be amended or modified, the "**Plan**") and (b) the *Disclosure Statement With Respect to Joint Plan of Reorganization for the Debtors Under Chapter 11 of the Bankruptcy Code* (as it may be amended or modified, the "**Disclosure Statement**") pursuant to section 1125 of title 11 of the United States Code (the "**Bankruptcy Code**")

**PLEASE TAKE FURTHER NOTICE THAT** a hearing (the "**Disclosure Statement Hearing**") will be held before the Honorable Kevin J. Carey, Chief United States Bankruptcy Judge, at the Court, 824 Market Street, 6<sup>th</sup> Floor, Wilmington, Delaware 19801 on **July 29, 2009 at 10:00 a.m. (prevailing Eastern Time)** to consider the entry of an order, among other things, finding that the Disclosure Statement contains "adequate information" within the meaning of section 1125 of the Bankruptcy Code, approving the Disclosure Statement and establishing procedures for the solicitation and tabulation of votes to accept or reject the Plan. The Disclosure Statement may be amended or modified at or prior to the Disclosure Statement Hearing, and the Disclosure Statement Hearing may be adjourned from time to time without further notice, except for the announcement of the adjourned date(s) at the Disclosure Statement Hearing or any continued hearing(s)

**PLEASE TAKE FURTHER NOTICE THAT** objections, if any, to the approval of the Disclosure Statement must be in writing and must: (a) state the name and address of the objector or entity proposing a modification to the Disclosure Statement and the amount of its claim or nature of its interest in the Debtors' chapter 11 cases, (b) specify the basis and nature of any objection and set forth the proposed modification to the Disclosure Statement, together with suggested language, (c) be filed with the Clerk's Office, 824 N. Market Street, 3rd Floor, Wilmington, Delaware 19801 together with proof of service, **on or before 4:00 p.m. (prevailing Eastern Time) on July 22, 2009** (the "**Objection Deadline**"); and (d) be served, so as to be actually received on or before the Objection Deadline, upon (i) Gibson, Dunn & Crutcher LLP, 200 Park Ave, New York, New York 10166 (Attn: Michael A. Rosenthal and Matthew K. Kelsey) and Young Conaway Stargatt & Taylor, LLP, 1000 West Street, 17th Floor, P.O. Box 391, Wilmington, Delaware 19899-0391 (Attn: Sean M. Beach and Robert F. Poppiti, Jr.), counsel for the Debtors, (ii) Arent Fox LLP, 1050 Connecticut Ave, Washington, DC 20036-5339 (Attn: Christopher J. Giaimo and Katie A. Lane), counsel to the official committee of

<sup>1</sup> The Debtors, along with the last four digits of each Debtor's tax identification number, are as follows: Building Materials Holding Corporation (4269), BMC West Corporation (0454), SelectBuild Construction, Inc. (1340), SelectBuild Northern California, Inc. (7579), Illinois Framing, Inc. (4451), C Construction, Inc. (8206), TWF Construction, Inc. (3334), H.N.R. Framing Systems, Inc. (4329), SelectBuild Southern California, Inc. (9378), SelectBuild Nevada, Inc. (8912), SelectBuild Arizona, LLC (0036), and SelectBuild Illinois, LLC (0792). The mailing address for the Debtors is 720 Park Boulevard, Suite 200, Boise, Idaho 83712.

unsecured creditors appointed in these chapter 11 cases, (iii) Paul, Hastings, Janofsky & Walker LLP, 55 Second Street, 24th Floor, San Francisco, CA 94105 (Attn: Kevin Fisher and Seth Mennillo) and Richards, Layton & Finger, One Rodney Square, 920 North King Street, Wilmington, Delaware 19801 (Attn: Paul N. Heath), counsel for Wells Fargo Bank, N.A., as administrative agent under the Prepetition Credit Agreement and the DIP Facility (as defined in the Plan), and (iv) the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Lockbox #35, Wilmington, Delaware 19801 (Attn: Joseph J. McMahon).

**PLEASE TAKE FURTHER NOTICE THAT** if any objection to the Disclosure Statement is not filed and served as prescribed herein, the objecting party may be barred from objecting to the adequacy of the Disclosure Statement and may not be heard at the Disclosure Statement Hearing.

**PLEASE TAKE FURTHER NOTICE THAT** copies of the Plan and Disclosure Statement may be obtained by parties in interest free of charge on The Garden City Group, Inc.'s dedicated webpage related to these cases ([www.bmhcrestructuring.com](http://www.bmhcrestructuring.com)). Copies of the Plan and Disclosure Statement are also available for inspection during regular business hours at the Clerk's Office, 824 N. Market Street, 3rd Floor, Wilmington, Delaware 19801. In addition, copies of the Plan and Disclosure Statement may be viewed on the Internet at the Court's website (<http://www.deb.uscourts.gov>) by following the directions for accessing the ECF system on such website.

**PLEASE TAKE FURTHER NOTICE THAT** this notice is not a solicitation of votes to accept or reject the Plan. Votes on the Plan may not be solicited unless and until the proposed Disclosure Statement is approved by an order of the Court. Following approval of the Disclosure Statement by the Court, holders of claims against, or interests in, the Debtors will receive a copy of the Disclosure Statement, the Plan and various documents related thereto, unless otherwise ordered by the Court.

*Para obtener una versión en español de esta notificación, por favor contactar a The Garden City Group en el teléfono (866) 364-4266.*

Dated Wilmington, Delaware  
June 30, 2009

YOUNG CONAWAY STARGATT & TAYLOR, LLP

/s/ Sean M. Beach

Sean M. Beach (No. 4070)  
Donald J. Bowman, Jr. (No. 4383)  
Robert F. Poppiti, Jr. (No. 5052)  
The Brandywine Building  
1000 West Street, 17th Floor  
Wilmington, DE 19801  
Telephone 302 571 6731  
Facsimile 302 571 1253

---and---

GIBSON, DUNN & CRUTCHER LLP  
Michael A. Rosenthal (admitted *pro hac vice*)  
Matthew K. Kelsey (admitted *pro hac vice*)  
200 Park Avenue, 47th Floor  
New York, NY 10166-0193  
Telephone: 212 351.4000  
Facsimile. 212 351 4035

PROPOSED ATTORNEYS FOR DEBTORS AND  
DEBTORS IN POSSESSION

1 DANIEL J. SMITH (SBN 132748)  
2 PARRIS H. SCHMIDT (SBN 183999)  
3 BOWMAN AND BROOKE LLP  
1741 Technology Drive, Suite 200  
San Jose, CA 95110  
Telephone No.: (408) 279-5393  
4 Facsimile No.: (408) 279-5845

5 Attorneys for Defendant  
6 RUCKER CONSTRUCTION, INC., a California corporation  
7  
8

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF MERCED

10 BARBARA BAIR, STEHANIE BUSBEA,  
11 FURMAN DANTZLER, LEROY & JIMMIE  
DYCUS, CRISTINA GARCIA, JULIAN  
12 GONZALES, JOHN & LINDA GULLY,  
RAMON & EFRAIN GUZMAN, NAO HER,  
13 HORACIO LONGORIA, REFUGIO MADRIGAL,  
JIMMY MADUENA, RAFAEL MAGDALENO,  
14 REBEKAH & ANDREW MAITLAND,  
STEPHANIE MALASPINA, JIM & CASEY  
15 MCMILON, SERGIO & CRYSTAL MENDOZA,  
VINCENT MIRABAL, FRANCISCO MIRANDA,  
16 EDWIN MOREALES, ARTURO & MARY ANN  
OBREGON, GABRIEL PEDROSO, PAMELA  
17 PEREIRA, RAFAEL PRADO, CORTNEY  
REGALO, RUDY SANCHEZ, LOU SAETURN,  
18 DEBORAH SHAW HER ZIONG, MA XIONG,  
VANENG XIONG & KAO LEE

19 Plaintiffs,

20 vs

21 RUCKER CONSTRUCTION, INC. and DOES 1  
through 100,

22 Defendants  
23  
24  
25  
26  
27  
28

FILED  
MERCED COUNTY

2009 JUN 29 AM 10:40

CLERK OF THE SUPERIOR COURT  
BY **BRENDA D. REYNA**  
DEPUTY

Case No.: CV000022

**RUCKER CONSTRUCTION, INC.'S  
CROSS-COMPLAINT FOR:**

- 1) COMPARATIVE NEGLIGENCE
- 2) EXPRESS CONTRACTUAL INDEMNITY
- 3) EQUITABLE INDEMNITY
- 4) CONTRIBUTION
- 5) BREACH OF EXPRESS WARRANTY
- 6) BREACH OF IMPLIED WARRANTY
- 7) BREACH OF CONTRACT
- 8) DECLARATORY RELIEF-DUTY TO DEFEND
- 9) DECLARATORY RELIEF-INDEMNITY
- 10) NEGLIGENCE
- 11) PROFESSIONAL NEGLIGENCE
- 12) STRICT LIABILITY

1 RUCKER CONSTRUCTION, INC ,

2 Cross-Complainant,

3 vs.

4 ACE AMERICAN, INC.; JERALD D. WATSON,  
5 INC., DBA ALPINE CONCRETE, AZEVEDO  
6 AND WELCH PAINTING; BA CARPENTER  
7 CONSTRUCTION, INC.; BUILDING  
8 MATERIALS HOLDING CORPORATION, C&S  
9 GLASS, EDWARDS PLASTERING, INC.,  
10 JIM'S PLUMBING; MAXWELL AIR  
11 CONDITIONING & HEATING; RONALD  
12 JAMES JOHNSTON, DBA PACIFIC  
LANDSCAPE; PAUL'S DRYWALL, INC.;  
RESENDEZ ROOFING; SACRAMENTO  
INSULATION CONTRACTORS, DBA  
SACRAMENTO BUILDING PRODUCTS;  
SOUZA'S HEATING & COOLING; TAB  
CONSTRUCTION; TECHNICON  
ENGINEERING SERVICES, INC.; and ROES 1  
through 350

13 Cross-Defendants

14  
15 COMES NOW Defendant and Cross-Complainant, RUCKER CONSTRUCTION, INC , a  
16 California corporation, (hereinafter "RUCKER" or "Cross-Complainant), and for causes of action  
17 against said Cross-Defendants, and each of them, alleges as follows:

18 **GENERAL ALLEGATIONS**

19 1. At all times relevant to this cross-complaint, Cross-Complainant was a contractor  
20 properly licensed by the State of California. Cross-Complainant does not know the true names of  
21 Cross-Defendants, ROES 1 through 350, inclusive, and therefore sue said Cross-Defendants by  
22 such fictitious names and pray for leave to amend this cross-complaint when their true names and  
23 capacities have been ascertained.

24 2. Cross-Complainant is informed and believes that at all times herein mentioned, each  
25 of the Cross-Defendants, named and fictitious, are business entities licensed to and doing business  
26 in the City of Merced, County of Merced, California and are responsible directly or vicariously for the  
27 events and happenings herein referred to and caused or are responsible for the damages sustained



1 by Plaintiffs, if any, and by Cross-Complainant

2           3       Cross-Complainant is informed and believes and therefore alleges that at all times  
3 herein mentioned, each of the Cross-Defendants, named and fictitious, were the agents and/or  
4 employees of all the other Cross-Defendants and were acting within the scope of said agency  
5 and/or employment

6           4       Cross-Complainant is informed and believes that Cross-Defendants, named ROES 1  
7 through 100, inclusive, are corporations, or other businesses of a form unknown, licensed to do or  
8 are doing business in the State of California

9           5       Cross-Complainant is further informed and believes that the aforementioned Cross-  
10 Defendants were general contractors, subcontractors, material suppliers and/or design  
11 professionals or the agents and employees of the general contractor, subcontractors and/or design  
12 professionals at the residential development commonly known as Westcreek located in Merced,  
13 California, which is the subject of this lawsuit (hereinafter, the "PROJECT") Cross-Complainant is  
14 informed and believes that such Cross-Defendants participated in some manner in the construction,  
15 design and provision of materials which is the subject of this action

16           6       At all times mentioned herein, Cross-Defendants, ROES 101 through 200, provided  
17 architectural, engineering, or other professional design services on the project which is the subject  
18 of this action (hereinafter, the "DESIGN CROSS-DEFENDANTS"). If Cross-Complainant is required  
19 to file a Certificate of Merit regarding the allegations against the aforementioned design  
20 professionals, such a certificate will be filed accordingly

21           7       Cross-Complainant is further informed and believe, and on that basis alleges that  
22 Cross-Defendants ROES 201 through 300 were businesses of a form unknown, but were licensed  
23 to or were doing business in Merced County, State of California, at all relevant times alleged herein

24           8       ROES 301 through 350 (hereinafter, the "SUPPLIER CROSS-DEFENDANTS") were  
25 manufacturers, distributors and or suppliers of building materials, sealants, fixtures and products  
26 that were installed at the PROJECT

27           9       On or about April 3, 2009, Plaintiffs filed their original complaint in the County of  
28

1 Merced Superior Court, which has been designated with case number CV000022 (hereinafter, the  
2 "Complaint") The Complaint, and any future amended Complaints filed in this action, are  
3 incorporated herein by reference as though fully set forth herein Said incorporation of the  
4 Complaint filed in this action is solely for the purpose of clarifying the allegations of this cross-  
5 complaint, without admitting any of the allegations contained therein The allegations in the  
6 Complaint are expressly denied by Cross-Complainant Plaintiffs have alleged in their Complaint  
7 damages as a result of the materials, design, engineering, and construction of the PROJECT

8 10 Cross-Complainant developed and acted as the general contractor for the  
9 PROJECT, and ACE AMERICAN, INC , JERALD D. WATSON, INC , DBA ALPINE CONCRETE,  
10 AZEVEDO AND WELCH PAINTING, BA CARPENTER CONSTRUCTION, INC , BUILDING  
11 MATERIALS HOLDING CORPORATION; C&S GLASS, EDWARDS PLASTERING, INC , JIM'S  
12 PLUMBING, MAXWELL AIR CONDITIONING & HEATING, RONALD JAMES JOHNSTON, DBA  
13 PACIFIC LANDSCAPE, PAUL'S DRYWALL, INC , RESENDEZ ROOFING; SACRAMENTO  
14 INSULATION CONTRACTORS, DBA SACRAMENTO BUILDING PRODUCTS, SOUZA'S  
15 HEATING & COOLING, TAB CONSTRUCTION, TECHNICON ENGINEERING SERVICES, INC ,  
16 and ROES 1 through 350 (hereinafter, the "SUBCONTRACTOR CROSS-DEFENDANTS") were  
17 subcontractors on the PROJECT pursuant to written subcontract agreements, purchase orders,  
18 and/or oral contracts

19 11 DESIGN CROSS-DEFENDANTS, SUPPLIER CROSS-DEFENDANTS, AND  
20 SUBCONTRACTOR CROSS-DEFENDANTS shall be referred to herein collectively as "Cross-  
21 Defendants "

22 WHEREFORE, judgment is prayed and hereinafter set forth

23 **FIRST CAUSE OF ACTION AS TO ALL CROSS-DEFENDANTS**

24 **(Comparative Negligence)**

25 12 Cross-Complainant re-alleges and incorporates herein by reference, each and every  
26 allegation set forth in paragraphs 1 through 11, as though fully set forth herein

27 13 Cross-Complainant at all times denies any and all liability in connection with the  
28

1 action in chief, but in the event Plaintiffs establish liability in connection with the action in chief,  
2 Cross-Complainant alleges that such liability exists, if at all, only as a direct and proximate result of  
3 the acts, omissions, breaches of contract, warranty, statutory duties and fiduciary duties, and  
4 negligence of Cross-Defendants, and each of them.

5 14 Cross-Complainant is entitled as a matter of law to a judicial determination  
6 apportioning and affixing the comparative negligence of each Cross-Defendant for any damages  
7 awarded to Plaintiffs in this action.

8 15 An actual controversy now exists between Cross-Complainant and Cross-  
9 Defendants, and each of them, as to the rights of indemnity and comparison of negligence owing to  
10 Cross-Complainant by Cross-Defendants in that Cross-Complainant contends an indemnity  
11 obligation exists whereas Cross-Defendants deny that such an indemnity obligation exists  
12 Multiplicity of actions will be avoided by resolution of this Cross-Complaint concurrently with the  
13 legal action filed by Plaintiffs

14 16 Accordingly, Cross-Defendants, and each of them, are required by law to hold Cross-  
15 Complainant harmless and to indemnify it for the amount of any judgment or settlement they may  
16 be compelled to pay and for Cross-Complainant's expenses, costs of suit, attorneys' fees, and other  
17 damages which Cross-Complainant incurs as a result of this action

18 WHEREFORE, Cross-Complainant prays for relief as hereinafter set forth

19 **SECOND CAUSE OF ACTION AS TO ALL CROSS-DEFENDANTS**

20 **(Express Contractual Indemnity)**

21 17 Cross-Complainant hereby re-alleges and incorporates by reference each, every,  
22 and all allegations contained in Paragraphs 1 through 16, inclusive, of this cross-complaint as  
23 though fully set forth herein

24 18 Cross-defendants ACE AMERICAN, INC , JERALD D WATSON, INC , DBA  
25 ALPINE CONCRETE, AZEVEDO AND WELCH PAINTING; BA CARPENTER CONSTRUCTION,  
26 INC , BUILDING MATERIALS HOLDING CORPORATION, C&S GLASS; EDWARDS  
27 PLASTERING, INC., JIM'S PLUMBING; MAXWELL AIR CONDITIONING & HEATING; RONALD

1 JAMES JOHNSTON, DBA PACIFIC LANDSCAPE; PAUL'S DRYWALL, INC, RESENDEZ  
2 ROOFING; SACRAMENTO INSULATION CONTRACTORS, DBA SACRAMENTO BUILDING  
3 PRODUCTS, SOUZA'S HEATING & COOLING; TAB CONSTRUCTION; TECHNICON  
4 ENGINEERING SERVICES, INC.; and ROES 1 through 350, inclusive, entered into written  
5 standard form subcontract agreements with Cross-Complainant to provide labor and/or materials in  
6 the construction of the PROJECT The terms and conditions of an exemplar contract, Exhibit "A,"  
7 requires the "SUBCONTRACTOR" to defend, indemnify and hold harmless the "CONTRACTOR"  
8 Said agreements provide, under terms and conditions in relevant part

9 **DEFENSE AND INDEMNITY** To the fullest extent permitted by law, Subcontractor shall  
10 defend, indemnify and hold Contractor and Owner, its parent company, subsidiaries,  
11 partners, and affiliates harmless from and against any and all loss, expense, liens,  
12 claims, demands and causes of action of every kind and character (including those of  
13 the parties, their agent and employees) for death, personal injury, damage to property  
14 of subcontractor and third party fines or penalties, including costs, attorneys' fees and  
15 settlements arising out of or in any way connected with or alleged to be arising out of or  
16 connected with the performance of work under this Agreement, by act or omission,  
17 whether performed by Subcontractor or any other subcontractor or any independent  
18 contractor or any agent, employee, invitee or licensee of the parties, whether resulting  
19 from or contributed to by (a) the negligence in any form, whether active or passive,  
20 except the sole negligence or willful misconduct of Contractor or Owner, its parent  
21 company, subsidiaries, partners, and affiliates, its agents, employees, and other  
22 independent contractors directly responsible to it, or (b) any defect in, or condition of the  
23 premises on which the work is to be performed or any equipment thereon or any  
24 materials furnished by Contractor Subcontractor further agrees to use proper care and  
25 caution in the performance of its work hereunder so as not to cause damage to any  
26 adjoining or other property Subcontractor does expressly assume, to the extent of the  
27 work covered by the Subcontract, all of the indemnification provisions and guarantees  
28 imposed on the Contractor by the construction contract between Contractor and Owner,  
if any

19 Cross-Complainant has performed all the conditions and obligations on its part under  
each of the said contracts and/or subcontracts

20 Cross-defendants, and each of them, are required to defend, indemnify and hold  
harmless Cross-Complainant with regard to the claims made by Plaintiffs in their consolidated  
complaints and any later amended complaints.

21 As a result of the negligence, breach of contract, fault, or responsibility of  
cross-defendants, and each of them, as hereinabove alleged, Cross-Complainant has been

1 required and have expended, or may be required to and will expend, substantial amounts in  
2 defending against Plaintiffs' consolidated complaints and in settlement and satisfaction of any  
3 judgment or settlement

4       22     Cross-Complainant is entitled to indemnification from Cross-Defendants, and each of  
5 them, for all otherwise recoverable fees, expenses, costs, consultant fees, expert fees, and  
6 attorneys' fees, incurred in connection with this suit, as well as all damages resulting from Cross-  
7 Defendants' breach of their contractual responsibilities

8       23     Cross-Complainant hereby tenders its defense to Cross-Defendants, and each of  
9 them, and demands that Cross-Defendants defend, indemnify, and hold Cross-Complainant  
10 harmless

11               WHEREFORE, Cross-Complainant prays for relief as hereinafter set forth

12               **THIRD CAUSE OF ACTION AS TO ALL CROSS-DEFENDANTS**

13                               **(Equitable Indemnity)**

14       24     Cross-Complainant re-alleges and reincorporates herein by reference each and  
15 every allegation set forth in paragraphs 1 through 23 as though fully set forth herein

16       25     Cross-Complainant is informed and believes and thereon alleges that if Cross-  
17 Complainant is found to be liable for the damages, if any, allegedly sustained by Plaintiffs, Cross-  
18 Defendants, and each of them, have an equitable duty to indemnify Cross-Complainant because of  
19 the active and primary nature of the conduct of Cross-Defendants, and each of them, as contrasted  
20 with the passive and secondary nature of the conduct of this Cross-Complainant

21       26     Accordingly, Cross-Defendants, and each of them, are required by law to hold Cross-  
22 Complainant harmless and to indemnify them for the amount of any judgment or settlement they  
23 may be compelled to pay and for Cross-Complainant's expenses, costs of suit, attorneys' fees, and  
24 other damages which Cross-Complainant incurs as a result of this action

25       27.     An actual controversy exists between Cross-Complainant and Cross-Defendants,  
26 and each of them, under the circumstances alleged above. Cross-Complainant contends that the  
27 Cross-Defendants are obligated to hold them harmless and reimburse them for any judgment or  
28

1 settlements and all expenses, costs of suit, attorneys' fees and other damages incurred herein  
2 Cross-Complainant is informed and believes and thereon alleges that Cross-Defendants, and each  
3 of them, deny that they have this obligation Multiplicity of actions will be avoided by resolution of  
4 this cross-complaint in the same legal action concurrently with those filed by Plaintiffs

5 WHEREFORE, Cross-Complainant prays for relief as hereinafter set forth

6 **FOURTH CAUSE OF ACTION AGAINST ALL CROSS-DEFENDANTS**

7 **(Contribution)**

8 28 Cross-Complainant re-alleges and reincorporates herein by reference each and  
9 every allegation set forth in paragraphs 1 through 27 as though fully set forth herein.

10 29 Cross-Complainant is informed and believes, and thereon alleges, that each of the  
11 Cross-Defendants, are responsible in whole or in part for the obligation, if any, owed to Plaintiffs If  
12 Plaintiffs recover against Cross-Complainant, then Cross-Complainant is entitled to contribution  
13 among and from the Cross-Defendants and each of them, according to their share of the obligation,  
14 if any, owed to Plaintiffs, by way of damage or loss by settlement or otherwise, or in the alternative,  
15 for any judgment rendered against cross complainant

16 WHEREFORE, Cross-Complainant prays judgment as hereinafter set forth

17 **FIFTH CAUSE OF ACTION AGAINST ALL CROSS-DEFENDANTS**

18 **(Breach of Express Warranty)**

19 30 Cross-Complainant re-alleges and reincorporates herein by reference each and  
20 every allegation set forth in paragraphs 1 through 29 as though fully set forth herein

21 31 Cross-Complainant is informed and believes and thereon alleges that Cross-  
22 Defendants and ROES 1-350 inclusive, and each of them, expressly warranted that all work  
23 performed and materials provided pursuant to the written Agreements would be of first class and  
24 workmanlike quality, and in full accordance with the provisions and conditions of the written  
25 agreements and the plans and specifications

26 32 Cross-Complainant relied upon said warranty and believed said work and materials  
27 would be and were of first class and workmanlike quality and in full accordance with the provisions

1 and conditions of the written agreements and the plans and specifications

2 33 Plaintiffs, in their complaint, allege that the work and materials performed and  
3 provided by Cross-Defendants was inadequate, improper, not of a workmanlike quality, and not in  
4 full accordance with the plans and specifications. Plaintiffs' allegations have been, and are denied.  
5 However, if this Cross-Complainant are found to be liable to Plaintiffs, Cross-Complainant alleges  
6 the liability is due to and caused by the breach of express warranties of the above named Cross-  
7 Defendants and each of them

8 34 Cross-Complainant is informed and believes and thereon alleges that Cross-  
9 Defendants and each of them, having notice of such conditions have declined to acknowledge any  
10 responsibility to repair the conditions as referenced above

11 35 As a direct and proximate result of the breach of the express warranty by cross  
12 defendants and each of them, Cross-Complainant has been damaged in a sum which is currently  
13 unascertainable but which will be established according to proof at trial

14 WHEREFORE, cross-complainant prays judgment as hereinafter set forth

15 **SIXTH CAUSE OF ACTION AS TO ALL CROSS-DEFENDANTS**

16 **(Breach of Implied Warranty)**

17 36 Cross-Complainant re-alleges and reincorporates herein by reference each and  
18 every allegation set forth in paragraphs 1 through 35 as though fully set forth herein

19 37 Cross-Complainant is informed and believes and thereon alleges that Cross-  
20 Defendants and ROES 1-350, and each of them, impliedly warranted that all work performed and  
21 materials provided pursuant to the written agreements would be of first class and workmanlike  
22 quality and in full accordance with the provisions and conditions of the written agreements, oral  
23 agreements and the plans and specifications

24 38 Plaintiffs, in their complaint, allege that the work and materials performed and  
25 provided by Cross-Defendants was inadequate, improper, not of a workmanlike quality, and not in  
26 full accordance with the plans and specifications Plaintiffs' allegations have been, and are denied  
27 However if this Cross-Complainant is found to be liable to Plaintiffs, Cross-Complainant alleges the  
28

1 liability is due to and caused by the breach of implied warranties of the above named Cross-  
2 Defendants and each of them.

3 39 Cross-Complainant is informed and believes and thereon alleges that Cross-  
4 Defendants and each of them, having notice of such conditions have declined to acknowledge any  
5 responsibility to repair the conditions as referenced above

6 40 As a direct and proximate result of the breach of the implied warranty by cross  
7 defendants and each of them, Cross-Complainant has been damaged in a sum which is currently  
8 unascertainable but which will be established according to proof at trial

9 WHEREFORE, Cross-Complainant prays judgment as hereinafter set forth

10 **SEVENTH CAUSE OF ACTION AS TO ALL CROSS-DEFENDANTS**

11 **(Breach of Contract)**

12 41 Cross-Complainant re-alleges and incorporates herein by reference paragraphs 1  
13 through 40, inclusive, of this cross-complaint as though fully set forth herein

14 42 Cross-Complainant and Cross-Defendants entered into written, oral or implied  
15 contracts and/or subcontracts concerning the property more particularly described in Plaintiffs'  
16 consolidated complaints Pursuant to the contracts and/or subcontracts, Cross-Defendants were to  
17 construct the Project pursuant to the plans and specifications and according to applicable Building  
18 Codes The subcontractor Cross-Defendants were also to name Cross-Complainant as an  
19 additional insured on their insurance policy/policies and have the obligation to immediately defend  
20 Cross-Complainant since the allegations arise from the work of Cross-defendants Cross-  
21 Complainant is informed and believes that the Cross-Defendants, and each of them, breached their  
22 contractual obligations by failing to properly perform their duties and obligations to construct the  
23 project pursuant to the contract documents and to defend Cross-Complainant

24 43 Cross-Complainant is informed and believes and thereon alleges that Cross-  
25 Defendants have breached their contractual duties.

26 44 Cross-Complainant is informed and believes and thereon alleges that the injuries  
27 allegedly suffered by Plaintiffs, as enumerated in their consolidated complaints, were a foreseeable  
28



1 result of the breach of the aforementioned contracts and that all damages due Plaintiffs flow from  
2 said breach.

3 45 Cross-Complainant has retained attorneys to defend it in Plaintiffs' action and has  
4 incurred attorney's fees and other foreseeable defense costs due to said breach, all to Cross-  
5 Complainant's damage in amounts not yet ascertained and Cross-Complainant prays leave to  
6 amend to plead these amounts of said defense when they have been ascertained

7 WHEREFORE, Cross-Complainant prays judgment as hereinafter set forth

8 **EIGHTH CAUSE OF ACTION AGAINST ALL CROSS-DEFENDANTS**

9 **(Declaratory Relief-Duty to Defend)**

10 46 Cross-Complainant re-alleges and reincorporates herein by reference each and  
11 every allegation set forth in paragraphs 1 through 45 as though fully set forth herein.

12 47 A dispute has arisen and an actual controversy now exists between Cross-  
13 Complainant and Cross-Defendants and ROES 1-350, and each of them, in that Cross-  
14 Complainant contends that it is entitled to a present defense from the Cross-Defendants, and each  
15 of them, which Cross-Defendants, and each of them, deny such obligations.

16 48 Cross-Complainant desires a judicial determination of their respective rights and  
17 Cross-Defendants' duties in connection with the matters herein alleged, and request a declaratory  
18 judgment as to the obligations of Cross-Defendants, and each of them, to Cross-Complainant

19 WHEREFORE, Cross-Complainant prays judgment as hereinafter set forth

20 **NINTH CAUSE OF ACTION AGAINST ALL CROSS-DEFENDANTS**

21 **(Declaratory Relief-Indemnity)**

22 49 Cross-Complainant re-alleges and reincorporates herein by reference each and  
23 every allegation set forth in paragraphs 1 through 48 as though fully set forth herein

24 50. A dispute has arisen and an actual controversy now exists between Cross-  
25 Complainant and Cross-Defendants and ROES 1-350, and each of them, in that cross complainant  
26 contends that the contractual indemnity obligations require Cross-Defendants to indemnify Cross-  
27 Complainant for its negligence, and each of them, and for Cross-Complainant's joint negligence, if

1 any, whether active or passive Cross-Defendants, and each of them, deny any duty to indemnify  
2 Cross-Complainant

3 51 Cross-Complainant desires a judicial determination of their respective rights and said  
4 Cross-Defendants' duties in connection with the matters herein alleged, and request a declaratory  
5 judgment as to the obligations of Cross-Defendants and each of them to Cross-Complainant

6 WHEREFORE, Cross-Complainant prays judgment as hereinafter set forth

7 **TENTH CAUSE OF ACTION AS TO ALL CROSS-DEFENDANTS**

8 **(Negligence)**

9 52. Cross-Complainant hereby re-alleges and incorporates by reference each, every,  
10 and all allegations contained in Paragraphs 1 through 51, inclusive, of this cross-complaint as  
11 though fully set forth herein

12 53. Cross-Complainant is informed and believes, and thereon alleges, that aforesaid  
13 Cross-Defendants, and each of them, negligently, carelessly, and wrongfully failed to use  
14 reasonable care in designing, constructing, manufacturing, inspecting, installing, grading, testing,  
15 maintaining, repairing, managing, monitoring, and building improvements on the Property and/or in  
16 providing services or materials to design and construct buildings and appurtenances on the  
17 Property as more fully described in Plaintiffs' consolidated complaints

18 54 As a direct and proximate result of the negligence of the aforesaid Cross-  
19 Defendants, and each of them, as herein alleged, Cross-Complainant has incurred, and continues  
20 to incur, damages according to proof, costs and expenses, including, but not limited to, litigation  
21 costs, attorneys' fees and consultants' fees to inspect, repair, and mitigate damages arising out of  
22 said negligent services, inspection, design, construction, repair, provision of materials,  
23 maintenance, and to defend against Plaintiffs' consolidated complaints and/or other  
24 cross-complaints on file herein.

25 WHEREFORE, Cross-Complainant prays judgment as hereinafter set forth

26 **ELEVENTH CAUSE OF ACTION AS TO THE DESIGN CROSS-DEFENDANTS**

27 **(Professional Negligence)**

1           55     Cross-Complainant re-alleges and reincorporates herein by reference each and  
2 every allegation set forth in paragraphs 1 through 54 as though fully set forth herein.

3           56.     Cross-Defendants ROES 101-200, and each of them, are design professionals duly  
4 licensed to practice as such under the laws of the state of California and said Cross-Defendants  
5 participated in the design supervision, and inspection of the construction of the PROJECT, including  
6 without limitation, the subject residences

7           57.     Cross-Defendants, and each of them, in their capacity as design professionals, knew  
8 or reasonably should have known that unless the performance of work and related construction  
9 details based on their designs were properly designed and supervised, that substantial damages  
10 would proximately result

11          58.     Cross-Defendants, and each of them, had a duty to Cross-Complainant to exercise  
12 that standard of care and skill ordinarily used by those design professionals in a similar profession  
13 practicing in the same or similar locale, and to use reasonable diligence and best judgment to  
14 accomplish the purpose for which Cross-Defendants were engaged

15          59     Plaintiffs, in their complaint, allege that the standard of care and skill used by Cross-  
16 Defendants was inadequate Plaintiffs' allegations have been, and are denied However if this  
17 Cross-Complainant is found to be liable to Plaintiffs, Cross-Complainant alleges the liability is due  
18 to and caused by the professional negligence of the above named Cross-Defendants and each of  
19 them

20          60     As a direct and proximate result, Cross-Complainant has been damaged in a sum  
21 which is currently unascertainable, but which will be established according to proof at time of trial

22                 WHEREFORE, Cross-Complainant prays judgment as hereinafter set forth

23                 **TWELFTH CAUSE OF ACTION AS TO THE SUPPLIER CROSS-DEFENDANTS**

24                         **(Strict Liability)**

25          61     Cross-Complainant re-alleges and reincorporates herein by reference each and  
26 every allegation set forth in paragraphs 1 through 60 as though fully set forth herein

27          62     Cross-Complainant is informed and believes and thereon alleges that SUPPLIER  
28

1 CROSS-DEFENDANTS and ROES 301-350 are, and at all times herein mentioned were, engaged  
2 in the business of manufacturing, processing, testing and supplying materials/products for use by  
3 Cross-Complainant and its subcontractors to construct the residences, including the foundations  
4 and/or flatwork at the PROJECT Plaintiffs allege that certain construction materials, including the  
5 foundations, are defective

6 63 Cross-Complainant at all times denies any and all liability in connection with the  
7 action in chief, but in the event Plaintiffs establish liability for construction components, including the  
8 foundations, Cross-Complainant alleges that the materials supplied by SUPPLIER CROSS-  
9 DEFENDANTS and ROES 301-350 are defective in and of themselves.

10 64 Cross-Complainant at all times denies any and all liability in connection with the  
11 action in chief, but in the event Plaintiffs establish liability in connection with the action in chief,  
12 Cross-Complainant alleges that strict liability exists, against SUPPLIER CROSS-DEFENDANTS  
13 and ROES 301-350, as a direct and proximate result of a defective product, namely, the materials  
14 used to construct the residences, including the foundations

15 65 Cross-Complainant is informed and believes and thereon alleges, that either the  
16 Cross-Defendants and ROES 1-100 purchased said materials for the residences manufactured by  
17 SUPPLIER CROSS-DEFENDANTS and ROES 301-350 at the time that they constructed the  
18 PROJECT, and thereafter

19 66 Cross-Complainant is entitled as a matter of law to a judicial determination,  
20 apportioning and affixing the comparative negligence and strict liability of each cross-defendant for  
21 any damages awarded to Plaintiffs in this action

22 67 An actual controversy now exists between cross-complainant and Cross-Defendants,  
23 and each of them, as to the rights of indemnity, strict liability and comparison of negligence owing to  
24 Cross-Complainant by Cross-Defendants. Multiplicity of actions will be avoided by resolution of this  
25 cross-complaint concurrently with the legal action filed by Plaintiffs

26 68 Accordingly, Cross-Defendants, and each of them, are required by law to hold Cross-  
27 Complainant harmless and to indemnify it for the amount of any judgment or settlement it may be  
28

1 compelled to pay and for Cross-Complainant's expenses, costs of suit, attorneys' fees, and other  
2 damages which Cross-Complainant incurs as a result of this action

3 WHEREFORE, Cross-Complainant prays for judgment as follows.

4 1 For an order of the court declaring the rights of Cross-Complainant to indemnity from  
5 the Cross-Defendants, and each of them, and in regards to all matters alleged in the pleadings to  
6 this action,

7 2 For a declaration of rights, duties, liabilities, and interests of the parties pursuant to  
8 the contractual provisions set forth herein,

9 3 For a declaratory judgment, adjudicating the obligations of Cross-Defendants, and  
10 each of them, to defend cross-complainant in this action, to represent the interests of Cross-  
11 Complainant herein, to hold Cross-Complainant harmless from any judgment or settlement herein,  
12 and to reimburse Cross-Complainant for all costs, expenses, attorneys' fees, and other damages  
13 incurred in defending this action and in prosecuting this cross-complaint,

14 4 For an order of the court determining the comparative degree of fault for each party  
15 and the portion of their respective responsibility for Plaintiffs' damages, if any,


16 5 That Cross-Complainant is entitled to damages for the proximate and foreseeable  
17 loss resulting from Cross-Defendants' acts or omissions in an amount according to proof,

18 6 That Cross-Complainant is entitled to interest at the legal rate on the foregoing sum,

19 7. That Cross-Complainant is entitled to all costs of suit, including attorneys' fees  
20 incurred herein, and

21 8 For such other and further relief as the court may deem just and proper

22 DATED. *June 17, 2009* BOWMAN AND BROOKE LLP

23  
24 By.   
25 DANIEL J. SMITH  
26 PARRIS H. SCHMIDT  
27 Attorneys for Defendant  
28 RUCKER CONSTRUCTION, INC.

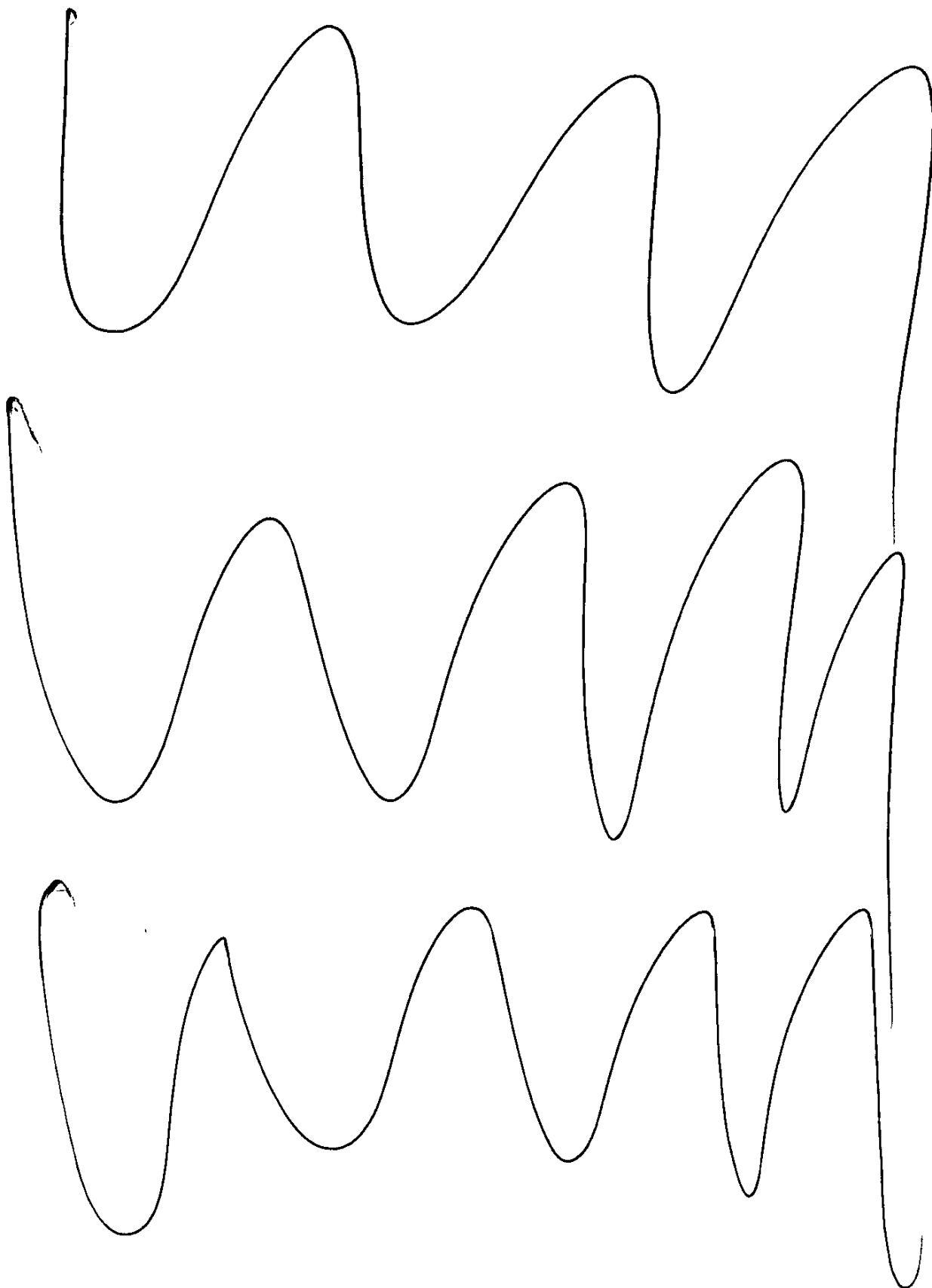


EXHIBIT A

## CONSTRUCTION SUBCONTRACT

THIS AGREEMENT is between RUCKER CONSTRUCTION, INC., hereafter referred to as "Contractor," whose address is 734 W 18 St., Merced, California, 95340 and whose mailing address is P.O. Box 691, Merced, California, 95341, and whose telephone number is (209) 383-2640 and whose fax number is (209) 383-0426, and ACE AMERICAN, INC. hereafter referred to as "Subcontractor," whose address is 2417 Nickerson Dr., Suite 1, Modesto, CA 95358 and whose telephone number is (209) 537-5392 and whose fax number is (209) 531-0179.

### 1. Introductory Clause

Rucker Construction, Inc. intends to improve and construct single family homes on that real property commonly known as Westcreek Homes, Unit 4, more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein as though set forth in full. Rucker Construction, Inc. is hereafter referred to as "Property Owner". This Agreement, however, is solely between "Contractor" as "General Contractor" for the project and "Subcontractor".

Construction shall be in accordance with drawings and specifications prepared for Rucker Construction, Inc.

This Agreement shall not be effective for any purpose, and Subcontractor is not authorized to perform any work, until each party is in possession of a copy signed by the other party

### 2. Description of Work

Subcontractor agrees to furnish at its own cost and expense all labor, equipment, scaffolding, ~~equipment~~, taxes, fees, materials, supplies, and other items necessary to perform and complete in good and workmanlike manner, in accordance with all applicable codes, drawings, specifications, general conditions, addenda and modifications thereto, all work described as follows:

**ROOFING LABOR AND MATERIAL COMPLETE AS PER ATTACHED PROPOSAL FROM ACE AMERICAN, INC. DATED 1/22/04 ATTACHED HERETO AS EXHIBIT "B" AND BY THIS REFERENCE INCORPORATED HEREIN AS THOUGH SET FORTH IN FULL.**

The description of the work to be performed or material to be furnished by Subcontractor by reference to a section or sections of the drawings or specifications shall not be deemed to limit the Subcontractor's obligation to perform only such work or furnish only such materials as are described in that section or sections if work or material that is within the general description of the section or sections is required of the Subcontractor by trade practice or by any other provision or section of the drawings or specifications. Subcontractor shall furnish all material and perform all work coming within the general description of the designated section or sections, and reference to such section or sections has been made solely for convenience in describing Subcontractor's work. Contractor, whose decision shall be

final, shall resolve any dispute between subcontractors as to responsibility for divisions or categories of work.

Subcontractor shall comply with all applicable federal, state, local and any other legally required rules, regulations, or laws.

3. **Subcontractor Investigations**

Subcontractor has thoroughly examined all drawings and specifications and has examined the job-site and ascertained for itself the conditions to be encountered. Subcontractor enters into this subcontract relying on its own information and investigation and not on statements or representations, if any that may have been made by Contractor, Owner, Architect or Engineer.

4. **Subcontractor Payment and Contract Amount**

Contractor shall pay to Subcontractor for the performance of all work and services as well as the furnishing of all material, appliances, equipment and tools that Subcontractor is obligated to use and furnish under this agreement. Said amount includes sales or other tax as may be applicable and represents the total sum due Subcontractor.

Contract amount to be paid by Contractor to Subcontractor is:

**PRICES AS PER ATTACHED PROPOSAL FROM ACE AMERICAN, INC. DATED 1/22/04 ATTACHED HERETO AS EXHIBIT "B" AND BY THIS REFERENCE INCORPORATED HERE IN AS THOUGH SET FORTH IN FULL.**

5. **Payment Schedule**

Invoices accompanied by a purchase/work order signed by Subcontractor, approved by Contractor's construction supervisor and received by the Tenth (10<sup>th</sup>) of the month will be paid on the fifteenth (15<sup>th</sup>) of said month. Invoices accompanied by a purchase/work order signed by Subcontractor, approved by Contractor's construction supervisor and received by the twenty-fifth (25<sup>th</sup>) of the month will be paid on the first (1<sup>st</sup>) of the following month. The value of the work is to be determined by reference to the Subcontractor's contract amount.

6. **Effect of Payment**

No payment made under this Agreement shall operate as an acceptance of a portion of Subcontractor's work or as an admission on Contractor's part that this Agreement, or any portion of it, has been complied with if the fact shall be otherwise.

7. **Payments in Trust**

All sums received by Subcontractor from Contractor under this Agreement will be held in trust by Subcontractor for the express use and purpose of paying in full for all labor, material, equipment, and appliances furnished to Subcontractor in the performance of this Agreement and, if required, making payments to labor union trust funds established pursuant to a collective bargaining agreement. No title to any payment, or any part of it, shall vest in Subcontractor or be used for any other purpose until Subcontractor has first paid in full for all such labor, material, equipment, and appliances furnished by that date to Subcontractor.



**8. Commencement and Progress of Work**

Subcontractor will keep fully informed as to the progress of the work and Contractor's schedule under this Agreement, and as soon as the project requires work to be performed under this Agreement for its continued progress, Subcontractor will immediately commence work upon notification to do so by Contractor. However, Subcontractor agrees to begin work no later than the date set forth on Contractor's Purchase/Work Order or other notice from Contractor. Subcontractor will prosecute the work diligently to completion and will conform to any progress schedule established by Contractor. Subcontractor will coordinate work with Contractor and other subcontractors so that there will be no delay to or interference with other work on the project. Subcontractor shall remain constantly on the job during the progress of its work and employ sufficient and competent workers so as not to delay the progress of the project and in order to complete its portion of the work on the project as set forth in the Contractor's Purchase/Work Order and Contractor's Schedule. **ATTENTION IS HEREBY DIRECTED TO THE FACT THAT TIME IS OF THE ESSENCE.**

**9. Damages for Delay**

In the event of failure on the part of the Subcontractor to complete the work within the time stipulated together with any duly authorized extensions of time, the Contractor may deduct from payments due the Subcontractor, or may otherwise recover from the Subcontractor, the sum of \$50.00 per Calendar Day for each day's delay beyond the time prescribed in completing the work, and it is hereby agreed by the Parties to the Agreement, that this sum is necessary and sufficient to cover the liquidated damages, and not as a penalty, that would be sustained by the Contractor in the event of such delay. Contractor's schedule is to be approved by Subcontractor prior to commencement of any work pertaining to this Agreement. Subcontractor agrees to perform in accordance with Contractor's Schedule. In the event Subcontractor cannot comply with Contractor's Schedule, Subcontractor shall notify Contractor of such inability within 24 hours of commencement of work.

When Contractor's liability for damages or liquidated damages is attributable to more than one subcontractor, Contractor shall allocate the total of such damages between the various subcontractors responsible for said damages, and Contractor's allocation made in good faith shall be binding on all parties.

If Subcontractor contends that any act of Owner or of Contractor or any other job condition or event has caused Subcontractor to experience delay, disruption, or inefficiency in prosecution of the work, then Subcontractor shall give written notice of the occurrence of such conditions to Contractor. Subcontractor shall be entitled to an extension of time or to assert any other claim for delay or disruption, inefficiency, or lack of productivity only if it notifies Contractor of its intention to make such a claim in writing within 72 hours after commencement of the conditions for which such relief is claimed.

**10. Protection of Work and Property**

Subcontractor shall protect its work and be responsible under all circumstances for its good condition until final acceptance of the entire project.

Subcontractor shall not park or drive on the driveways or sidewalks on the project site without the prior authorization from Contractor. In the event Subcontractor damages driveways or sidewalks, Contractor shall have damage repaired and notify Subcontractor the cost to repair damage. Subcontractor shall immediately reimburse Contractor or Contractor may deduct cost from any payments due to Subcontractor. Subcontractor Initial M.O

11. **Extra Work, Changes and Deletions**

Subcontractor shall make no changes in the work required to be performed under this Agreement, nor shall Subcontractor perform any extra work without the issuance of a written change order signed by Contractor. Any deduction or addition to the subcontract price shall be limited to the reduction or addition made under the change order for deleted, eliminated, reduced, or added work. In the event Subcontractor performs any additional work not authorized by Contractor by written change order, Subcontractor will not be paid for the additional work.

12. **Subcontractor Claims**

In the event Subcontractor claims that it is entitled to damages or to additional compensation, or in the event that Subcontractor disputes any determination made by Owner or Owner's representative, it shall, within the time allowed by this Agreement, prepare its claims or contentions in writing.

13. **Guaranty of Work**

Subcontractor guarantees its work and shall hold harmless, Contractor against all loss or damage arising from any defect in materials, equipment, or workmanship furnished under this Agreement for the same period of time as stated in Contractor's warranty document with Home Buyers Warranty Corporation/2-10 Home Buyers Warranty Booklet given to Home Buyer at close of escrow. A copy of the warranty had been provided to Subcontractor with this Agreement. On Contractor's notification, Subcontractor shall forthwith replace defective material and perform labor necessary to correct any defects under the guaranty. If Subcontractor fails to make the necessary repairs and replacements promptly, Owner or Contractor may, at Subcontractor's expense, furnish materials or labor that are necessary for this purpose, and their cost shall be payable by Subcontractor on demand. Subcontractor must carry products/completed operations liability insurance for 10 years after the work is performed and subcontractor shall indemnify contractor for same period.

14. **Cleanup**

Subcontractor shall at all times keep the job site free from accumulations of waste material or rubbish. On completion of its work, Subcontractor shall promptly remove all rubbish, surplus materials, tools, spoils, barricades and equipment from the job site and premises shall be left "BROOM CLEAN" or its equivalent, unless cleanup is more exactly specified. In the event of dispute as to the responsibility for cleanup, Contractor may charge the cost thereof to the various subcontractors responsible for it in such ratio as Contractor shall determine to be just, and this allocation shall be binding on all subcontractors.

**15. Alternative Equipment, Material or Method**

Subcontractor shall not deviate from the requirements of the drawings and specifications as to material and equipment to be furnished or the method of performing the work unless prior written approval has been obtained from Contractor. Subcontractor warrants that any alternative equipment, material, or method proposed by Subcontractor will achieve all performance standards established by the Agreement documents and will perform to Contractor's satisfaction.

**16. Insurance**

Subcontractor shall, prior to the commencement of Work, purchase and maintain as the named insured the following insurance coverage from a carrier acceptable that has a current A.M. Best rating of A- or better:

a) Comprehensive or Commercial General Liability insurance written on an occurrence basis and covering all operations with respect to the Work with minimum limits of liability of:

\$1,000,000 combined single limit each occurrence

\$2,000,000 combined single limit general aggregate

\$2,000,000 combined single limit products/completed operations aggregate

Such insurance shall contain all standard comprehensive or commercial general liability, including coverage for liability for bodily injury, property damage, personal injury, products, contractual liability, and completed operations.

a-1) If subcontractor provides professional services such as architectural, design, engineering, or testing, subcontractor shall provide professional liability coverage in the amount of \$1,000,000 for each claim. This coverage is in addition to the general liability described in sub-paragraph a) above.

b) Automobile insurance policy with a limit of not less than \$1,000,000 for each occurrence.

c) Workers compensation policy as required by California State law.

Any insurance policy obtained by the Subcontractor to fulfill the insurance requirements of sub-paragraph a) above shall name Contractor and Owner as additional insured's, such coverage to be afforded to Contractor and Owner to the same extent it is afforded to Subcontractor, limitation or condition to which the coverage afforded Subcontractor is not also subject.

Insurance obtained pursuant to this agreement shall be deemed primary insurance to any insurance policy that Contractor or Owner may obtain for its own benefit, which policy shall be deemed excess or secondary, and not contributing with insurance obtained by Subcontractor to fulfill the insurance requirements herein, regardless of any language contained in any of all policies at issue.

The Subcontractor shall deliver certificates of insurance evidencing the coverage's provided hereunder to Contractor prior to the commencement of Work. Inadvertence on the part of the Contractor or Owner in enforcing this requirement shall not be deemed a waiver of the requirement or the obligation to provide insurance. Such certificates shall provide that the insurance thereby evidenced will not be canceled until the expiration of at least (30) thirty- days after written notice of cancellation has been given to Contractor and Owner.

The coverage's as set forth in sub-paragraph a), b) & c) shall be maintained without interruption from date of commencement of Subcontractor's work until date of final payment of date coverage is required to be maintained after final payment, whichever is later, except that completed operations insurance, naming Subcontractor as the named insured and naming Contractor and Owner as additional insured, shall continue up to and including the final date upon which any statute of limitations as to latent defects applicable to the Work shall elapse and expire.

In the event of breach by the Subcontractor of any of the provisions set forth above, the Contractor and Owner shall, at Contractor and Owner's sole option, have recourse to the following remedies, which shall not be exclusive of each other or of any other remedy available to Contractor and Owner by virtue of the Agreement language or the operation of law:

- a) Contractor and Owner may procure insurance to satisfy the Subcontractor's obligations and charge back to Subcontractor, or withhold and deduct from amounts due and owing to Subcontractor for any purpose, the full cost and expense of the premium generated thereby, but nothing herein shall be deemed an obligation upon Contractor or Owner to do so.
- b) Contractor and Owner may collect from Subcontractor the full extent of any and all consequential damages flowing directly or indirectly from said breach.

The insurance or maintenance of insurance by Subcontractor, Contractor or Owner shall not be deemed or construed to release, limit, waive or discharge the Subcontractor from any obligation imposed by this contract.

**17. Defense and Indemnity**

To the fullest extent permitted by law, Subcontractor shall defend, indemnify and hold Contractor and Owner, its parent company, subsidiaries, partners, and affiliates harmless from and against any and all loss, expense, liens, claims, demands and causes of action of every kind and character (including those of the parties, their agent and employees) for death, personal injury, damage to property of subcontractor and third party fines or penalties, including costs, attorneys' fees and settlements arising out of or in any way connected with or alleged to be arising out of or connected with the performance of work under this Agreement, by act or omission, whether performed by Subcontractor or any other subcontractor or any independent contractor or any agent, employee, invitee or licensee of the parties, whether resulting from or contributed to by (a) the negligence in any form, whether active or passive, except the sole negligence or willful misconduct of Contractor or

Owner, its parent company, subsidiaries, partners, and affiliates, its agents, employees, and other independent contractors directly responsible to it, or (b) any defect in, or condition of the premises on which the work is to be performed or any equipment thereon or any materials furnished by Contractor. Subcontractor further agrees to use proper care and caution in the performance of its work hereunder so as not to cause damage to any adjoining or other property. Subcontractor does expressly assume, to the extent of the work covered by the Subcontract, all of the indemnification provisions and guarantees imposed on the Contractor by the construction contract between Contractor and Owner, if any.

**18. Mediation of Disputes**

Any dispute or claim in law or equity arising out of this Agreement or any resulting transaction including without limitation, any and all disputes regarding liquidated damages, representations by Buyer or Seller and/or Subcontractor and Owner or Contractor's specific performance, the existence and extent of any defects in the property, the limited warranty, and the extent of any damages sustained shall be subject to mediation as a condition precedent to arbitration. The parties shall endeavor to resolve their claims by mediation which, unless parties mutually agree otherwise, shall be in accordance with the Commercial Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to the Agreement and with the American Arbitration Association.

The request may be made concurrently with the filing of a demand for arbitration but in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for period of (60) sixty-days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. The parties shall share the mediator's fees and any filing fees equally. The mediation shall be held in the place where the Project is located, unless other location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlements in any court having jurisdiction thereof.

**19. Arbitration of Disputes**

Any dispute or claim in law or equity arising out of this Agreement or any resulting transaction including without limitation, any and all disputes regarding liquidated damages, representations by Buyer or Seller and/or Subcontractor or Contractor or Owner's specific performance, the existence and extent of any defects in the property, the limited warranty, and the extent of any damages, sustained, shall be decided by neutral binding arbitration, who is a retired judge of the Superior Court, Court of Appeals or Supreme Court, in accordance with the Commercial Arbitration Rules of the American Arbitration Association and not by court action except as provided by California law for judicial review of Arbitration proceedings. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator shall not have the power to award punitive damages. In the event of a disagreement as to the selection of an arbitrator the Judicial Mediation and Arbitration Services, Inc. shall select the arbitrator.

hereunder. Except as provided in the case of a change order, this Agreement can be modified only by an Agreement in writing signed by both parties.

27. **Governing Law**

This Agreement shall be construed in accordance with, and governed by, the laws of the State of California. This paragraph does not prevent the application of the Federal Arbitration Act to any dispute that may arise under this Agreement.

28. **Safety**

Subcontractor acknowledges that it is completely knowledgeable of State of California and federal laws and regulations regarding safety policies and procedures and is completely in compliance. Subcontractor also agrees not to leave any trench or open pit open when leaving job without proper covering or barricades.

29. **Injury Notification Requirement**

Subcontractor must notify Contractor immediately in the event of any injury to Subcontractor's employees or subcontractors on Contractors or Owners properties covered by this Agreement.

30. **Contractor's License Notice and Requirement**

Contractors are required by law to be licensed and regulated by the Contractors' State License Board, 9821 Business Park Drive, Sacramento, California, 95827. Mailing Address: PO Box 26000, Sacramento, California, 95826.

Subcontractor must be duly licensed to perform the work required under this Agreement. Subcontractor shall provide Contractor with a copy of current contractor's license prior to commencement of any work covered by this contract.

**IF THERE ARE ANY ADDENDA, PROPOSALS OR CONTRACTS  
ATTACHED TO THIS AGREEMENT OR MADE A PART OF THIS AGREEMENT,  
AND IF THE TERMS OR CONDITIONS OF THE ATTACHMENT CONFLICT  
WITH THE TERMS OR CONDITION OF THIS AGREEMENT, THE TERMS AND  
CONDITIONS OF THIS AGREEMENT SHALL PREVAIL**

CONTRACTOR: RUCKER CONSTRUCTION, INC.  
State Contractors License #: 506218

Signed: [Signature]

Title: CEO

Date: 1-23-04

SUBCONTRACTOR: ACE AMERICAN, INC.

State Contractors License #: 637246

Signed: [Signature]

Title: President

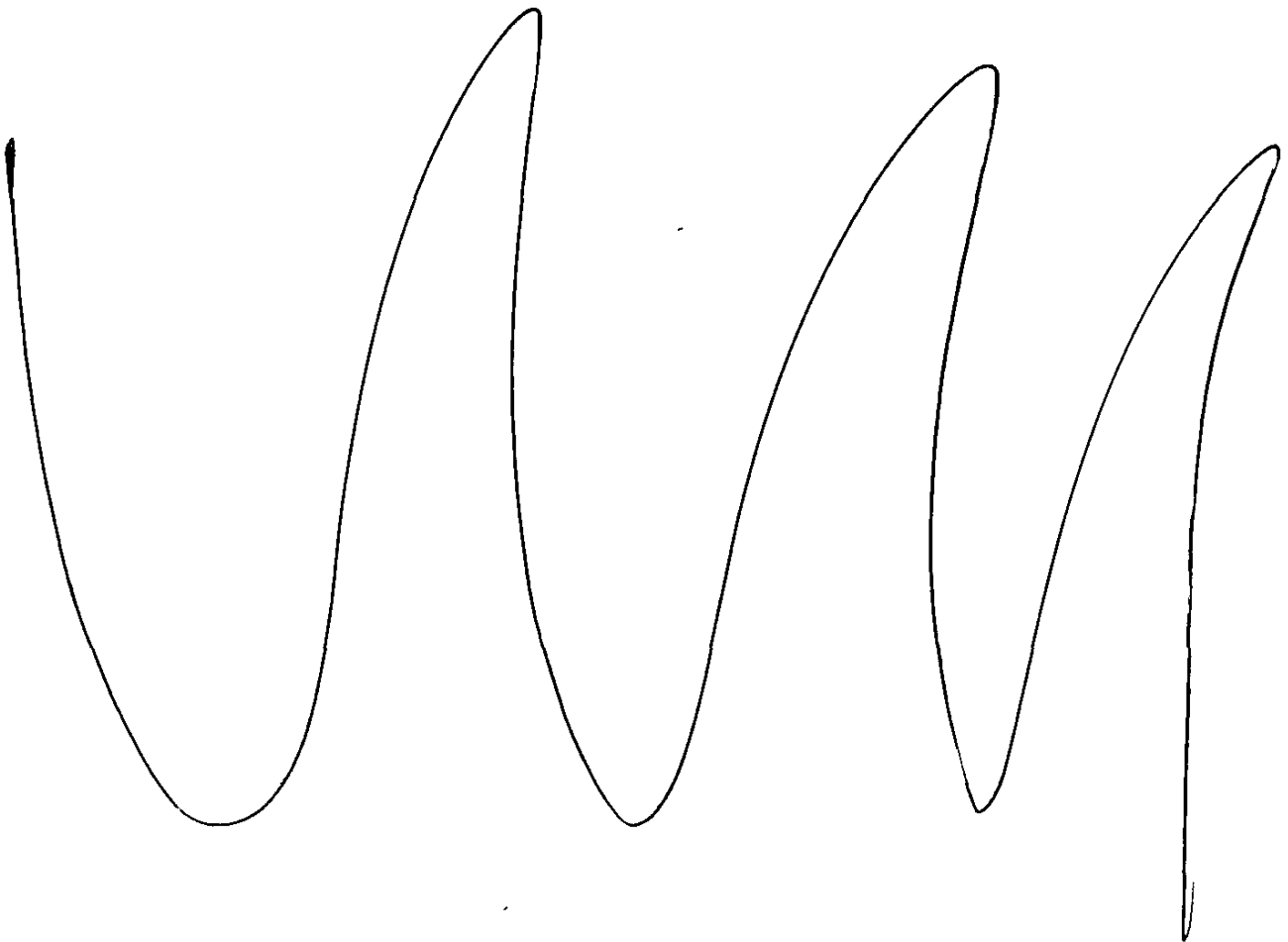
Date: 1/27/04

**WESTCREEK HOMES  
EXHIBIT "A"**

That real property situated with the County of Merced, more particularly described as follows:

Unit 4 of Westcreek Homes consisting of 24 lots as per the Tentative Subdivision Map approved by the City of Merced on December 3, 1997, Application #1218, extended on December 3, 2002 by Resolution #2531.

A portion of APN 59-33-31



1/23/2004


 Lic. #537846  
 #712463  
 #738143  
 #750817

# ACE AMERICAN, INC. ROOFING & DRYWALL CO. & GENERAL BUILDERS

 NICKERSON DR., SUITE 1  
 MODESTO, CALIFORNIA 95358  
 DATE 1/22/2004

## TILE ROOF PRICE LIST

### PRICE LIST SUBMITTED TO:

 BUILDERS RUCKER CONSTRUCTION  
 ADDRESS: 3110 "H" STREET  
 MERCED CA  
 PHONE: 528-2240  
 FAX: 528-1428  
 MODEL:

### WORK TO BE PERFORMED AT:

 ADDRESS: MERCED CA  
 LOTS: VARIOUS  
 SUBDIVISION: WEST CREEK

PLAN #	ELEVATION	VILLA TILE PRICE	OPTIONS				
1459	A & B	\$4,808.00					
1616	A	\$3,804.00					
	B	\$3,224.00					
1885	A	\$5,157.00					
	B	\$5,871.00					
	C	\$5,831.00					
1130	A	\$4,788.00					
	B	\$4,877.00					
	C	\$4,721.00					

ACE AMERICAN ROOFING CO. WILL NOT BE RESPONSIBLE FOR TILE SHIPMENTS WHICH MAY BE DELAYED DUE TO TILE PLANT'S MANUFACTURING PROCESS.

DUE TO MANUFACTURER FLUCTUATION IN PRICES, THE ABOVE PRICES ARE SUBJECT TO CHANGE.

 CONTRACTOR *[Signature]* DATE 1-23-04 SUB-CONTRACTOR *[Signature]* DATE 1-22-04

1/28/2004

2417 NICKERSON DR., SUITE 1 • MODESTO, CA 95358 • (209) 537-5392 • FAX (209) 531-0179

Exhibit B



**PROOF OF SERVICE**  
**CCP 1013A(3) (Revised 5/1/88)**

STATE OF CALIFORNIA, COUNTY OF SANTA CLARA

I am employed in the County of Santa Clara, State of California I am over the age of 18 and not a party to the within action My business address is 1741 Technology Drive, Suite 200, San Jose, CA 95110

On June 24, 2009, I served the foregoing document described as

**RUCKER CONSTRUCTION, INC.'S**  
**CROSS-COMPLAINT FOR:**

- 1) COMPARATIVE NEGLIGENCE
- 2) EXPRESS CONTRACTUAL INDEMNITY
- 3) EQUITABLE INDEMNITY
- 4) CONTRIBUTION
- 5) BREACH OF EXPRESS WARRANTY
- 6) BREACH OF IMPLIED WARRANTY
- 7) BREACH OF CONTRACT
- 8) DECLARATORY RELIEF-DUTY TO DEFEND
- 9) DECLARATORY RELIEF-INDEMNITY
- 10) NEGLIGENCE
- 11) PROFESSIONAL NEGLIGENCE
- 12) STRICT LIABILITY

on all interested parties in this action by placing a true copy thereof enclosed in sealed envelopes addressed as follows.

**Attorneys for Plaintiffs**

Michael T. Whitaker, Esq  
The Whitaker Law Firm  
P O Box 4118  
Carmel-By-The-Sea, CA 93921  
(831) 624-5556  
Fax: (831) 624-5509

☒ BY MAIL I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing Under the practice it would be deposited with U S postal service on that same day with postage thereon fully prepaid in the ordinary course of business I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage date is more than 1 day after date of deposit for mailing in affidavit

☐ BY FACSIMILE The document(s) were transmitted by facsimile transmission to each of the parties at the facsimile number(s) listed on the attached service list and the transmission(s) reported as complete and without error. The facsimile machine I used complied with the California Rules of Court, Rule 1006(d) and I printed a record of the transmission(s), a copy of which is attached to the original of this declaration

☐ BY PERSONAL SERVICE I delivered such envelope by hand to the addressee

☐ VIA OVERNIGHT DELIVERY The documents were enveloped, properly labeled, and caused to be deposited into an overnight delivery (Federal Express, United Parcel Service, etc ) receptacle or delivered to an authorized courier or driver authorized by the express

1 service carrier to receive documents, in an envelope or a package designated by the express  
2 service carrier with delivery fees paid or provided for, addressed to the person on whom it is to  
3 be served, at the office address as last given by that person on any document filed in the case  
4 and served on that person, otherwise, at that person's place of residence.

5 I declare under penalty of perjury under the laws of the State of California that the  
6 foregoing is true and correct, and that this declaration was executed on June 24, 2009 at San  
7 Jose, California.

8   
9 Christine Zenovitch  
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**SUMMONS**  
**Cross-Complaint**  
**(CITACION JUDICIAL-CONTRADEMANDA)**

**NOTICE TO CROSS-DEFENDANT:**  
**(AVISO AL CONTRA-DEMANDADO):**  
 SEE ADDITIONAL PARTIES ATTACHMENT

**YOU ARE BEING SUED BY CROSS-COMPLAINANT:**  
**(LO ESTÁ DEMANDANDO EL CONTRADEMANDANTE):**  
 RUCKER CONSTRUCTION, INC.

FOR COURT USE ONLY  
 (SOLO PARA USO DE LA CORTE)

FILED  
 MERCED COUNTY

2009 JUN 29 AM 10:41

CLERK OF THE SUPERIOR COURT

BY **BRENDA D. REYNA**

DEPUTY

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the cross-complainant. A letter or phone call will not protect you. Your written response must be in proper legal form. If you want the court to hear your case, there may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association.

*Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al contrademandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.*

*Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)), o uniéndose en contacto con la corte o el colegio de abogados locales.*

The name and address of the court is  
 (El nombre y dirección de la corte es)  
 Merced County Superior Court,  
 2260 N Street  
 Merced, CA 95340

SHORT NAME OF CASE (from Complaint) (Nombre de Caso)

Barbara Bair, et al v Rucker Construction, et al

CASE NUMBER (Número del Caso)

CV000022

The name, address, and telephone number of cross-complainant's attorney, or cross-complainant without an attorney, is  
 (El nombre, la dirección y el número de teléfono del abogado del contrademandante, o del contrademandante que no tiene abogado, es) Daniel J. Smith (SBN 132748) / Parris H. Schmidt (SBN 183999)  
 Bowman and Brooke LLP  
 1741 Technology Drive, Suite 200, San Jose, CA 95110

DATE  
 (Fecha) **JUN 29 2009**

**KATHLEEN GOETSCH** **BRENDA D. REYNA** Deputy  
 (Secretario) (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010) )  
 (Para prueba de entrega de esta citación use el formulario Proof of Service of Summons (POS-010) )

**NOTICE TO THE PERSON SERVED: You are served**

- 1 ☐ as an individual cross-defendant
- 2 ☐ as the person sued under the fictitious name of (specify)
- 3 ☐ on behalf of (specify)
- under ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
- ☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
- ☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
- ☐ other (specify)
- 4 ☐ by personal delivery on (date)

[SEAL]

## SHORT TITLE

Barbara Blair, et al v Rucker Construction, Inc , et al.

## CASE NUMBER

CV000022

## INSTRUCTIONS FOR USE

- This form may be used as an attachment to any summons if space does not permit the listing of all parties on the summons.
- If this attachment is used, insert the following statement in the plaintiff or defendant box on the summons. "Additional Parties Attachment form is attached "

List additional parties (Check only one box Use a separate page for each type of party )

☐ Plaintiff ☒ Defendant ☒ Cross-Complainant ☐ Cross-Defendant

ACE AMERICAN, INC , JERALD D WATSON, INC , DBA ALPINE CONCRETE; AZEVEDO AND WELCH PAINTING, BA CARPENTER CONSTRUCTION, INC , BUILDING MATERIALS HOLDING CORPORATION, C&S GLASS; EDWARDS PLASTERING, INC., JIM'S PLUMBING, MAXWELL AIR CONDITIONING & HEATING, RONALD JAMES JOHNSTON, DBA PACIFIC LANDSCAPE, PAUL'S DRYWALL, INC , RESENDEZ ROOFING; SACRAMENTO INSULATION CONTRACTORS, DBA SACRAMENTO BUILDING PRODUCTS, SOUZA'S HEATING & COOLING, TAB CONSTRUCTION; TECHNICON ENGINEERING SERVICES, INC ; and ROES 1 through 350

Page \_\_\_\_ of \_\_\_\_

Page 1 of 1

## **ATTACHMENT 6**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

<b>In re:</b>	)	<b>Chapter 11</b>
	)	
<b>BUILDING MATERIALS HOLDING CORPORATION, <i>et al.</i>,<sup>1</sup></b>	)	<b>Case No. 09-12074 (KJC)</b>
	)	
<b>Reorganized Debtors.</b>	)	<b>Jointly Administered</b>
	)	
	)	<b>Objection Deadline: February 12, 2010 at 4:00 p.m. (ET)</b>
	)	<b>Hearing Date: February 22, 2010 at 1:00 p.m. (ET)</b>

**NOTICE OF REORGANIZED DEBTORS' ELEVENTH  
OMNIBUS (NON-SUBSTANTIVE) OBJECTION TO CLAIMS  
PURSUANT TO SECTION 502(b) OF THE BANKRUPTCY CODE,  
BANKRUPTCY RULES 3003 AND 3007 AND LOCAL RULE 3007-1**

TO: (I) THE U.S. TRUSTEE; (II) COUNSEL TO WELLS FARGO BANK, AS AGENT UNDER THE REORGANIZED DEBTORS' PREPETITION CREDIT AGREEMENT AND DIP FACILITY; (III) DK ACQUISITION PARTNERS, L.P.; (IV) WELLS FARGO FOOTHILL, LLC; (V) CLAIMANTS WHOSE DISPUTED CLAIMS ARE SUBJECT TO THIS OBJECTION; AND (VI) ALL PARTIES ENTITLED TO NOTICE UNDER RULE 2002-1(b) OF THE LOCAL RULES OF BANKRUPTCY PRACTICE AND PROCEDURE FOR THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

**PLEASE TAKE NOTICE** that the above-captioned reorganized debtors (collectively, the "Reorganized Debtors") have filed the attached **Reorganized Debtors' Eleventh Omnibus (Non-Substantive) Objection to Claims Pursuant to Section 502(b) of the Bankruptcy Code, Bankruptcy Rules 3003 and 3007 and Local Rule 3007-1** (the "Objection").

**PLEASE TAKE FURTHER NOTICE** that any responses (each, a "Response") to the attached Objection must be filed with the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"), 824 N. Market Street, 3rd Floor, Wilmington, Delaware 19801 on or before **4:00 p.m (ET) on February 12, 2010** (the "Response Deadline"). At the

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<sup>1</sup> The Reorganized Debtors, along with the last four digits of each Reorganized Debtor's tax identification number, are as follows: Building Materials Holding Corporation (4269), BMC West Corporation (0454), SelectBuild Construction, Inc. (1340), SelectBuild Northern California, Inc. (7579), Illinois Framing, Inc. (4451), C Construction, Inc. (8206), TWF Construction, Inc. (3334), H.N.R. Framing Systems, Inc. (4329), SelectBuild Southern California, Inc. (9378), SelectBuild Nevada, Inc. (8912), SelectBuild Arizona, LLC (0036), and SelectBuild Illinois, LLC (0792). The mailing address for the Reorganized Debtors is 720 Park Boulevard, Suite 200, Boise, Idaho 83712.

same time, you must also serve a copy of any Response upon the undersigned counsel to the Reorganized Debtors so that the Response is received on or before the Response Deadline.

**PLEASE TAKE FURTHER NOTICE** that any Response must contain, at a minimum, the following:

- (a) a caption setting forth the name of the Bankruptcy Court, the case number and the title of the Objection to which the Response is directed;
- (b) the name of the claimant and description of the basis for the amount of the Disputed Claim, if applicable;
- (c) a concise statement setting forth the reasons why the Disputed Claim should not be disallowed or modified for the reasons set forth in the Objection, including, but not limited to, the specific factual and legal bases upon which the responding party will rely in opposing the Objection;
- (d) all documentation or other evidence of the Disputed Claim or assessed value, to the extent not included with the proof of claim previously filed with the Bankruptcy Court, upon which the responding party will rely in opposing the Objection at the hearing;
- (e) the address(es) to which the Reorganized Debtors must return any reply to the Response, if different from that presented in the Disputed Claim; and
- (f) the name, address and telephone number of the person (which may be the claimant or its legal representative) possessing ultimate authority to reconcile, settle or otherwise resolve the Disputed Claim or Response on behalf of the responding party.

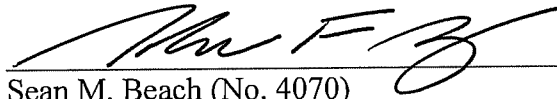
**PLEASE TAKE FURTHER NOTICE THAT A HEARING ON THE OBJECTION WILL BE HELD ON FEBRUARY 22, 2010 AT 1:00 P.M. (ET) BEFORE THE HONORABLE KEVIN J. CAREY AT THE BANKRUPTCY COURT, 824 MARKET STREET, 5TH FLOOR, COURTROOM NO. 5, WILMINGTON, DELAWARE 19801.**

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**PLEASE TAKE FURTHER NOTICE THAT IF YOU FAIL TO RESPOND ON OR BEFORE THE RESPONSE DEADLINE, THE BANKRUPTCY COURT MAY GRANT THE RELIEF REQUESTED IN THE OBJECTION WITHOUT FURTHER NOTICE OR A HEARING.**

Dated: Wilmington, Delaware  
January 22, 2010

YOUNG CONAWAY STARGATT & TAYLOR, LLP



Sean M. Beach (No. 4070)  
Donald J. Bowman, Jr. (No. 4383)  
Robert F. Poppiti, Jr. (No. 5052)  
The Brandywine Building  
1000 West Street, 17th Floor  
P.O. Box 391  
Wilmington, Delaware 19899-0391  
Telephone: (302) 571-6600  
Facsimile: (302) 571-1253

----and----

GIBSON, DUNN & CRUTCHER LLP  
Michael A. Rosenthal (admitted *pro hac vice*)  
Matthew K. Kelsey (admitted *pro hac vice*)  
Saeed M. Muzumdar (admitted *pro hac vice*)  
200 Park Avenue, 47th Floor  
New York, New York 10166-0193  
Telephone: (212) 351-4000  
Facsimile: (212) 351-4035

Aaron G. York (admitted *pro hac vice*)  
Jeremy L. Graves (admitted *pro hac vice*)  
2100 McKinney Avenue, Suite 1100  
Dallas, Texas 75201-6911  
Telephone: (214) 698-3100  
Facsimile: (214) 571-2900

ATTORNEYS FOR THE REORGANIZED DEBTORS



**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

<b>In re:</b>	)	
	)	<b>Chapter 11</b>
	)	
<b>BUILDING MATERIALS HOLDING CORPORATION, <i>et al.</i>,<sup>1</sup></b>	)	<b>Case No. 09-12074 (KJC)</b>
	)	
<b>Reorganized Debtors.</b>	)	<b>Jointly Administered</b>
	)	
	)	<b>Objection Deadline: February 12, 2010 at 4:00 p.m. (ET)</b>
	)	<b>Hearing Date: February 22, 2010 at 1:00 p.m. (ET)</b>

**REORGANIZED DEBTORS' ELEVENTH OMNIBUS (NON-SUBSTANTIVE)  
OBJECTION TO CLAIMS PURSUANT TO SECTION 502(b) OF THE BANKRUPTCY  
CODE, BANKRUPTCY RULES 3003 AND 3007 AND LOCAL RULE 3007-1**

Building Materials Holding Corporation and its affiliates, as reorganized debtors (collectively, the “Reorganized Debtors”), hereby submit this objection (the “Objection”), pursuant to section 502(b) of title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. (the “Bankruptcy Code”), Rules 3003 and 3007 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) and Rule 3007-1 of the Local Rules of Bankruptcy Practice and Procedure for the United States Bankruptcy Court for the District of Delaware (the “Local Rules”), to each of the claims (the “Disputed Claims”) listed on Exhibits A, B, C, D, E, and F to the proposed form of order (the “Proposed Order”) attached hereto as Exhibit 2,<sup>2</sup> and request the entry of an order reassigning, modifying or disallowing and expunging in full each of the Disputed Claims,

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<sup>1</sup> The Reorganized Debtors, along with the last four digits of each Reorganized Debtor’s tax identification number, are as follows: Building Materials Holding Corporation (4269), BMC West Corporation (0454), SelectBuild Construction, Inc. (1340), SelectBuild Northern California, Inc. (7579), Illinois Framing, Inc. (4451), C Construction, Inc. (8206), TWF Construction, Inc. (3334), H.N.R. Framing Systems, Inc. (4329), SelectBuild Southern California, Inc. (9378), SelectBuild Nevada, Inc. (8912), SelectBuild Arizona, LLC (0036), and SelectBuild Illinois, LLC (0792). The mailing address for the Reorganized Debtors is 720 Park Boulevard, Suite 200, Boise, Idaho 83712.

<sup>2</sup> The Reorganized Debtors do not object to any claims listed on the exhibits to the Proposed Order that are identified as “Surviving Claims,” and the term “Disputed Claims” as used herein does not include such “Surviving Claims.”

as indicated in further detail below and on Exhibits A, B, C, D, E, and F to the Proposed Order. In support of this Objection, the Reorganized Debtors rely on the Declaration of Paul S. Street in Support of the Reorganized Debtors' Eleventh Omnibus (Non-Substantive) Objection to Claims Pursuant to Section 502(b) of the Bankruptcy Code, Bankruptcy Rules 3003 and 3007 and Local Rule 3007-1 (the "Street Declaration"), a copy of which is attached hereto as Exhibit 1. In further support, the Reorganized Debtors respectfully represent as follows:

### **JURISDICTION AND VENUE**

1. This Court has jurisdiction to consider this Objection pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue is proper in this Court pursuant to 28 U.S.C. §§ 1408 and 1409. The statutory predicates for the relief requested herein are section 502(b) of the Bankruptcy Code, along with Bankruptcy Rules 3003 and 3007 and Local Rule 3007-1.

### **BACKGROUND**

2. On June 16, 2009 (the "Petition Date"), each of the now Reorganized Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code (the "Chapter 11 Cases"). The Reorganized Debtors continue to operate their businesses and manage their property as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No request for the appointment of a trustee or examiner has been made in the Chapter 11 Cases. On July 26, 2009, the Office of the United States Trustee (the "U.S. Trustee") appointed the official committee of unsecured creditors.

3. The Reorganized Debtors are one of the largest providers of residential building products and construction services in the United States. The Reorganized Debtors distribute building materials, manufacture building components (e.g., millwork, floor and roof

trusses, and wall panels), and provide construction services to professional builders and contractors through a network of 31 distribution facilities, 43 manufacturing facilities, and five regional construction services facilities.

4. The Reorganized Debtors operate under two brand names: BMC West® and SelectBuild®.

- ***BMC West.*** Under the BMC West brand, the Reorganized Debtors market and sell building products, manufacture building components, and provide construction services to professional builders and contractors. Products include structural lumber and building materials purchased from manufacturers, as well as manufactured building components such as millwork, trusses, and wall panels. Construction services include installation of various building products and framing. The Reorganized Debtors currently offer these products and services in major metropolitan markets in Texas, Washington, Colorado, Idaho, Utah, Montana, North Carolina, California, and Oregon.
- ***SelectBuild.*** Under the SelectBuild brand, the Reorganized Debtors offer integrated construction services to production homebuilders, as well as commercial and multi-family builders. Services include wood framing, concrete services, managing labor and construction schedules, and sourcing materials. The Reorganized Debtors currently offer these services in major metropolitan markets in California, Arizona, Nevada and Illinois.

5. On the Petition Date, the now Reorganized Debtors filed their proposed chapter 11 plan (as amended and/or supplemented, the “Plan”) and accompanying disclosure statement (as amended and/or supplemented, the “Disclosure Statement”). The Reorganized Debtors filed amended versions of the Plan and Disclosure Statement since that time. The Court approved the Disclosure Statement by order entered on October 22, 2009.

6. On December 17, 2009, the Court entered the Order Confirming Joint Plan of Reorganization for the Debtors Under Chapter 11 of the Bankruptcy Code Amended December 14, 2009 (With Technical Modifications) [Docket No. 1182] confirming the Plan. The Effective Date (as defined in the Plan) of the Plan occurred on January 4, 2010.

## **BAR DATE AND PROOFS OF CLAIM**

7. On June 17, 2009, this Court entered an order [Docket No. 53] appointing The Garden City Group, Inc. (“GCG”) as the claims and noticing agent in these chapter 11 cases. GCG is authorized to maintain (i) all proofs of claim filed against the now Reorganized Debtors in these bankruptcy proceedings and (ii) an official claims register by docketing all proofs of claim in a claims database containing, among other things, information regarding the name and address of each claimant, the date the proof of claim was received by GCG, the claim number assigned to the proof of claim and the asserted amount and classification of the claim.

8. On July 16, 2009, this Court entered an order [Docket No. 248] (the “Bar Date Order”) (i) establishing August 31, 2009 at 4:00 p.m. (prevailing Eastern Time) (the “General Bar Date”) as the final date and time for filing proofs of claim against the now Reorganized Debtors’ estates on account of claims arising, or deemed to have arisen, pursuant to section 501(d) of the Bankruptcy Code prior to the Petition Date, and (ii) approving the form and manner of notice of the General Bar Date. Therein, the Court also established December 16, 2009 at 4:00 p.m. (prevailing Eastern Time) (the “Government Bar Date”) as the final date and time for any governmental unit to file proofs of claims against the now Reorganized Debtors’ estates on account of claims (whether secured, unsecured priority or unsecured non-priority) that arose prior to or on the Petition Date.

9. Additionally, pursuant to the Bar Date Order, any entity asserting a claim (a “Rejection Damages Claim”) against the now Reorganized Debtors’ estates in connection with the Reorganized Debtors’ rejection of an executory contract and/or unexpired lease under section 365 of the Bankruptcy Code prior to the confirmation of a chapter 11 plan was required to file a proof of claim on or before the later of (i) the General Bar Date or (ii) 4:00 p.m. (prevailing

Eastern Time) on the date that is thirty (30) days after entry of an order approving the rejection of such executory contract and/or unexpired lease pursuant to which the entity asserting the Rejection Damages Claim is a party (the “Rejection Bar Date,” and together with the General Bar Date and the Government Bar Date, the “Bar Date”).

10. Pursuant to the Bar Date Order, actual notice of the Bar Date was sent to (i) all known entities holding potential prepetition claims and their counsel (if known); (ii) all parties that have requested notice in these cases; (iii) all equity security holders; (iv) the U.S. Trustee; (v) the Securities and Exchange Commission; and (vi) all taxing authorities for the jurisdictions in which the Debtors do business. In addition, notice of the Bar Date was published in the national edition of the *Wall Street Journal* and local editions of *LA Times*, *Sun-Sentinel*, *Miami Herald*, *Impacto USA*, *Las Vegas Review-Journal*, *El Tiempo*, *Arizona Republic*, and *Prensa Hispana*. Affidavits of service and publication [Docket Nos. 296, 366-68, 411, 498-501, and 524] confirming such actual notice and publication of the Bar Date have been filed with this Court.

### **RELIEF REQUESTED**

11. By this Objection, the Reorganized Debtors request the Court to enter an order, pursuant to section 502(b) of the Bankruptcy Code, Bankruptcy Rules 3003 and 3007 and Local Rule 3007-1, reassigning, modifying or disallowing and expunging in full each of the Disputed Claims, as indicated in further detail below and Exhibits A, B, C, D, E, and F to the Proposed Order.<sup>3</sup>

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<sup>3</sup> On December 23, 2009, the now Reorganized Debtors filed the following omnibus claims objections (collectively, the (“Pending Claims Objections”): (i) the Debtors’ Seventh Omnibus (Non-Substantive) Objection to Claims Pursuant to Section 502(b) of the Bankruptcy Code, Bankruptcy Rules 3003 and 3007 and Local Rule 3007-1 [Docket No. 1199]; (ii) the Debtors’ Eighth Omnibus (Non-Substantive) Objection to Claims Pursuant to Section

[Footnote continued on next page]

12. In accordance with Local Rule 3007-1(e)(i)(E), the Reorganized Debtors believe that this Objection complies in all respects with Local Rule 3007-1.

### **OBJECTION**

#### **A. Wrong Debtor Claims**

13. The claims listed on Exhibit A to the Proposed Order (the “Wrong Debtor Claims”) were filed by the applicable claimant against certain now Reorganized Debtors under the case numbers listed under the column titled “Objectionable Claims” on Exhibit A. After reviewing their books and records, the Reorganized Debtors believe they have determined which debtor entity the Wrong Debtor Claims should have been filed against and have listed the new case numbers for the Wrong Debtor Claims under the column titled “Case No. of Reassigned Claim” (the “New Case Number”). The Reorganized Debtors believe that the claimants asserting the Wrong Debtor Claims intended to assert such claims under the New Case Numbers.

14. Failure to reassign the Wrong Debtor Claims would result in claims being improperly asserted against the wrong debtor entity. Therefore, to correct the claims register, the Reorganized Debtors hereby object to the Wrong Debtor Claims and request entry of an order reassigning them to the New Case Numbers, as indicated on Exhibit A to the Proposed Order.

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[Footnote continued from previous page]

502(b) of the Bankruptcy Code, Bankruptcy Rules 3003 and 3007 and Local Rule 3007-1 [Docket No. 1200]; and (iii) the Debtors’ Ninth Omnibus (Substantive) Objection to Claims Pursuant to Section 502(b) of the Bankruptcy Code, Bankruptcy Rules 3003 and 3007 and Local Rule 3007-1 [Docket No. 1201]. The Pending Claims Objections are currently scheduled to be heard before this Court on January 27, 2010. Certain claims which are the subject of this non-substantive Objection were previously the subject of the Pending Claims Objections. To avoid any undue confusion which would result from orders approving the Pending Claims Objections (collectively, the “Pending Claims Objection Orders”) being entered by this Court subsequent to the filing of this Objection, any such claims are listed on the exhibits to the Proposed Order at the amount and classification, and against the debtor entity, the Reorganized Debtors anticipate such claims will be fixed up entry of the Pending Claims Objection Orders. To the extent any such claims are the subject of a response to the Pending Claims Objections which has not yet been resolved, the Reorganized Debtors have listed any such claims on the exhibits to the Proposed Order at the amount and classification, and against the debtor entity, at which such claims are currently reflected on the claims register.

**B. Amended Claims**

15. The claims identified under the column titled “Objectionable Claims” on Exhibit B to the Proposed Order (the “Amended Claims”) have been amended and superseded by subsequently-filed proofs of claim identified under the column titled “Surviving Claims” on Exhibit B (the “Surviving Claims”). The Amended Claims thus no longer represent valid claims against the Reorganized Debtors’ estates.

16. Failure to disallow the Amended Claims will result in the applicable claimants receiving an unwarranted double recovery against the Reorganized Debtors’ estates, to the detriment of other unsecured creditors in these cases. Furthermore, no prejudice will result to the holders of Amended Claims because they will receive the same treatment as other similarly-situated claimants for their Surviving Claims. Accordingly, the Reorganized Debtors hereby object to the Amended Claims and request entry of an order disallowing and expunging in full each of the Amended Claims listed on Exhibit B to the Proposed Order.

**C. Duplicate Claims**

17. The claims identified under the column titled “Objectionable Claim” on Exhibit C to the Proposed Order (the “Duplicate Claims”) are duplicative of the proofs of claim identified under the column titled “Surviving Claim” on Exhibit C. The Reorganized Debtors believe that it was not the intention of the claimants asserting such claims to seek a double recovery against the Reorganized Debtors’ estates. Instead, the filing of Duplicate Claims appears to be a function of claimants filing multiple proof of claim forms on account of a single claim, or filing the same claim with multiple parties (e.g., GCG, the Reorganized Debtors, counsel to the Reorganized Debtors and/or the Clerk of the Court). Regardless of the claimants’ reasons for filing the Duplicate Claims, only one claim should be allowed for each claimant.

18. Failure to disallow the Duplicate Claims will result in the applicable claimant receiving an unwarranted double recovery against the Reorganized Debtors' estates, to the detriment of other creditors in these cases. Accordingly, the Reorganized Debtors hereby object to the Duplicate Claims and request the Court to enter an order disallowing and expunging in full each of the Duplicate Claims identified on Exhibit C to the Proposed Order.

**D. Insufficient Documentation Claims**

19. The claims listed on Exhibit D to the Proposed Order (the “Insufficient Documentation Claims”) were submitted without sufficient alleged facts or documentation to support the alleged claims. The Insufficient Documentation Claims all have some documentation attached, but such documentation is not adequate to allow the Reorganized Debtors to determine the validity and amount of the claim. Local Rule 3007-1(d)(vi) provides that a debtor may object on a non-substantive basis to a “claim that does not have a basis in the debtor’s books and records and does not include or attach sufficient information or documentation to constitute prima facie evidence of the validity and amount of the claim, as contemplated by [Bankruptcy Rule] 3001(f).” To comply with the requirements for filing a claim, “a claimant must allege facts sufficient to support a legal basis for the claim. If the assertions in the filed claim meet this standard of sufficiency, the claim is *prima facie* valid pursuant to Rule 3001(f) of the Federal Rules of Bankruptcy Procedure.” In re Planet Hollywood Int’l, 247 B.R. 391, 395 (Bankr. D. Del. 2001).

20. As noted above, the claimants asserting the Insufficient Documentation Claims failed to allege facts sufficient and/or attach documentation sufficient to determine the validity and amount of their claims. Therefore their claims are not *prima facie* valid. See in re Allegheny Int’l, Inc., 954 F.2d 167, 173 (3d Cir. 1992) (“[T]he claimant must allege facts



sufficient to support the claim. If the averments in [the claimant's] filed claim meet this standard of sufficiency, it is '*prima facie*' valid."'). Because the Insufficient Documentation Claims are not *prima facie* valid, the Reorganized Debtors hereby object to these claims and request the Court to enter an order disallowing in full and expunging the Insufficient Documentation Claims identified on Exhibit D to the Proposed Order.

**E. Late Filed Claims**

21. The claims listed in Exhibit E to the Proposed Order (the "Late Filed Claims") were filed after the applicable deadline for submitting such claims had passed. As set forth in the Bar Date Order [Docket No. 248], the deadline for filing claims in these chapter 11 cases was August 31, 2009, or, in the case of government units, December 16, 2009. The claims listed in Exhibit E were filed after the applicable bar date, on the date listed under the column labeled "Date Filed." Therefore, the Reorganized Debtors hereby object to the Late Filed Claims and request entry of an order disallowing in full and expunging such claims.

**F. No Documentation Claims**

22. The claims listed on Exhibit F to the Proposed Order (the "No Documentation Claims") were submitted without any documentation supporting the alleged claims. As noted above, Local Rule 3007-1(d)(vi) provides that a debtor may object on a non-substantive basis to a "claim that does not have a basis in the debtor's books and records and does not include or attach sufficient information or documentation to constitute *prima facie* evidence of the validity and amount of the claim, as contemplated by [Bankruptcy Rule] 3001(f)." Moreover, to comply with the requirements for filing a claim, "a claimant must allege facts sufficient to support a legal basis for the claim. If the assertions in the filed claim meet this standard of sufficiency, the claim is *prima facie* valid pursuant to Rule 3001(f) of the Federal

Rules of Bankruptcy Procedure.” In re Planet Hollywood Int’l, 247 B.R. 391, 395 (Bankr. D. Del. 2001).

23. The claimants asserting the No Documentation Claims failed to allege any facts and included no documentation to support their claims. Therefore their claims are not *prima facie* valid. See in re Allegheny Int’l, Inc., 954 F.2d 167, 173 (3d Cir. 1992) (“[T]he claimant must allege facts sufficient to support the claim. If the averments in [the claimant’s] filed claim meet this standard of sufficiency, it is ‘*prima facie*’ valid.”). Because the No Documentation Claims are not *prima facie* valid, the Reorganized Debtors hereby object to them and request the Court to enter an order disallowing in full and expunging each of the No Documentation Claims identified on Exhibit F to the Proposed Order.

### **RESERVATION OF RIGHTS**

24. The Reorganized Debtors expressly reserve the right to amend, modify or supplement this Objection, and to file additional objections to any claims filed in these chapter 11 cases, including, without limitation, any and all claims which are the subject of this Objection. In the event the Court determines that the Reorganized Debtors’ objections herein to the No Documentation Claims and/or Insufficient Documentation Claims are more properly characterized as substantive (as opposed to non-substantive) objections, the Reorganized Debtors reserve any and all rights to amend, modify or supplement their objections to any and all such claims.

### **NOTICE**

25. Notice of this Objection will be provided to: (i) the U.S. Trustee; (ii) counsel to Wells Fargo Bank, as agent under the now Reorganized Debtors’ Prepetition Credit Agreement and DIP Facility (as defined in the Plan); (iii) DK Acquisition Partners, L.P.; (iv) Wells Fargo Foothill, LLC; (v) claimants whose Disputed Claims are subject to this Objection;

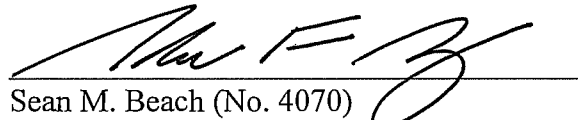
and (vi) all parties entitled to notice under Local Rule 2002-1(b). In light of the nature of the relief requested herein, the Reorganized Debtors submit that no other or further notice is necessary.

### CONCLUSION

WHEREFORE, the Reorganized Debtors respectfully request the Court to enter an order, substantially in the form attached hereto as Exhibit 2, sustaining this Objection in all respects and granting such other and further relief as the Court deems just and proper.

Dated: Wilmington, Delaware  
January 22, 2010

YOUNG CONAWAY STARGATT & TAYLOR, LLP



Sean M. Beach (No. 4070)  
Donald J. Bowman, Jr. (No. 4383)  
Robert F. Poppiti, Jr. (No. 5052)  
The Brandywine Building  
1000 West St., 17th Floor  
Wilmington, DE 19801  
Telephone: 302.571.6600  
Facsimile: 302.571.1253

---- and ----

GIBSON, DUNN & CRUTCHER LLP  
Michael A. Rosenthal (admitted *pro hac vice*)  
Matthew K. Kelsey (admitted *pro hac vice*)  
Sae M. Muzumdar (admitted *pro hac vice*)  
200 Park Ave, 47th Floor  
New York, NY 10166-0193  
Telephone: 212.351.4000  
Facsimile: 212.351.4035

Aaron G. York (admitted *pro hac vice*)  
Jeremy L. Graves (admitted *pro hac vice*)  
2100 McKinney Ave, Suite 1100  
Dallas, TX 75201-6911  
Telephone: 214.698.3100  
Facsimile: 214.571.2900

ATTORNEYS FOR THE REORGANIZED DEBTORS

**EXHIBIT 1**

Street Declaration

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

<b>In re:</b>	)	
	)	<b>Chapter 11</b>
	)	
<b>BUILDING MATERIALS HOLDING</b>	)	<b>Case No. 09-12074 (KJC)</b>
<b>CORPORATION, <i>et al.</i>,<sup>1</sup></b>	)	
	)	<b>Jointly Administered</b>
<b>Reorganized Debtors.</b>	)	
	)	

**DECLARATION OF PAUL S. STREET IN SUPPORT OF THE REORGANIZED  
DEBTORS' ELEVENTH OMNIBUS (NON-SUBSTANTIVE) OBJECTION TO CLAIMS  
PURSUANT TO SECTION 502(b) OF THE BANKRUPTCY CODE,  
BANKRUPTCY RULES 3003 AND 3007 AND LOCAL RULE 3007-1**

I, PAUL S. STREET, pursuant to 28 U.S.C. § 1746, hereby declare:

1. I am the Chief Executive Officer of Building Materials Holding Corporation, a corporation organized under the laws of the State of Delaware and one of the above-captioned reorganized debtors (collectively, the “Reorganized Debtors”). In this capacity I am familiar with the Reorganized Debtors’ day-to-day operations, businesses, financial affairs and books and records.

2. In this capacity, I am one of the individuals primarily responsible for overseeing the claims reconciliation and objection process in the Reorganized Debtors’ chapter 11 cases. I have read the Reorganized Debtors’ Eleventh Omnibus (Non-Substantive) Objection to Claims Pursuant to Section 502(b) of the Bankruptcy Code, Bankruptcy Rules 3003 and 3007, and Local

---

<sup>1</sup> The Reorganized Debtors, along with the last four digits of each Reorganized Debtor’s tax identification number, are as follows: Building Materials Holding Corporation (4269), BMC West Corporation (0454), SelectBuild Construction, Inc. (1340), SelectBuild Northern California, Inc. (7579), Illinois Framing, Inc. (4451), C Construction, Inc. (8206), TWF Construction, Inc. (3334), H.N.R. Framing Systems, Inc. (4329), SelectBuild Southern California, Inc. (9378), SelectBuild Nevada, Inc. (8912), SelectBuild Arizona, LLC (0036), and SelectBuild Illinois, LLC (0792). The mailing address for the Reorganized Debtors is 720 Park Boulevard, Suite 200, Boise, Idaho 83712.

Rule 3007-1 (the “Objection”),<sup>2</sup> and am directly, or by and through my personnel or agents, familiar with the information contained therein, the proposed form of order (the “Proposed Order”) and the exhibits attached thereto. I am authorized to execute this Declaration on behalf of the Reorganized Debtors.

3. Considerable resources and time have been expended in reviewing and reconciling the proofs of claim filed or pending against the now Reorganized Debtors in these cases. The claims were carefully reviewed and analyzed in good faith utilizing due diligence by the appropriate personnel, including the Reorganized Debtors’ claims agent, The Garden City Group, Inc. (“GCG”). These efforts resulted in the identification of the “Wrong Debtor Claims,” “Amended Claims,” “Duplicate Claims,” “Insufficient Documentation Claims,” “Late Filed Claims,” and “No Documentation Claims,” as defined in the Objection and identified on Exhibits A, B, C, D, E, and F to the Proposed Order, respectively.

4. The information contained in Exhibits A, B, C, D, E, and F to the Proposed Order is true and correct to the best of my knowledge, information and belief.

5. The Reorganized Debtors have determined based upon a review of the claims docket and their books and records that the parties asserting the claims identified on Exhibit A to the Proposed Order asserted such claims against the wrong debtor entities. Accordingly, to correct the claims register and prevent the applicable claimant from receiving a recovery from the wrong Reorganized Debtor, the Reorganized Debtors seek to reassign the Wrong Debtor Claims to the appropriate debtor entity, as outlined on Exhibit A to the Proposed Order.

---

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Objection.

6. The Reorganized Debtors have further determined based upon a review of the claims docket that the claims identified on Exhibit B to the Proposed Order have been amended and superseded by subsequently filed claims. Accordingly, to prevent the claimants from receiving an unwarranted recovery on the basis of a claim that has been amended and superseded, the Reorganized Debtors seek to expunge and disallow in full the Amended Claims listed on Exhibit B to the Proposed Order.

7. The Reorganized Debtors have further determined based upon a review of the claims docket in these chapter 11 cases that the claims identified on Exhibit C to the Proposed Order are duplicative of other claims filed in these chapter 11 cases. Accordingly, to prevent the claimants from receiving potential double recoveries against the Reorganized Debtors' estates based on the filing of two separate but identical proofs of claim, the Reorganized Debtors seek to expunge and disallow in full the Duplicate Claims listed on Exhibit C to the Proposed Order.

8. The Reorganized Debtors have further determined based upon a review of the claims docket in these cases and the claims identified on Exhibit D to the Proposed Order that such claims were filed without sufficient supporting documentation and/or failed to allege facts sufficient to support the validity and amount claimed therein. The Reorganized Debtors have made reasonable efforts to reconcile each of the Insufficient Documentation Claims against their books and records and believe that these claims do not provide *prima facie* evidence of the validity and amount of the claim. Consequently, the Reorganized Debtors seek to expunge and disallow in full the Insufficient Documentation Claims listed in Exhibit D to the Proposed Order.

9. The Reorganized Debtors have further determined based upon a review of the claims docket and the claims identified on Exhibit E to the Proposed Order that these claims have been filed after the applicable deadline for filing such claims had passed, as provided for in

the Bar Date Order. Accordingly, the Reorganized Debtors seek to expunge and disallow in full the Late Filed Claims listed in Exhibit E to the Proposed Order.


10. The Reorganized Debtors have further determined based upon a review of the claims docket and the claims identified on Exhibit F to the Proposed Order that such claims were filed without any supporting documentation or any facts sufficient to support a legal basis for a claim. Moreover, the Reorganized Debtors have made reasonable efforts to reconcile each of the No Documentation Claims against their books and records and believe that such claims do not provide *prima facie* evidence of the validity and amount of such claims. Accordingly, the Reorganized Debtors seek to expunge and disallow in full the No Documentation Claims listed in Exhibit F to the Proposed Order.

*Signature page follows*



I declare under penalty of perjury under the laws of the United States of America  
that the foregoing is true and correct to the best of my knowledge, information and belief.

Executed on January 22, 2010

  
\_\_\_\_\_  
Paul S. Street

**EXHIBIT 2**

Proposed Order

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

<b>In re:</b>	)	<b>Chapter 11</b>
	)	
<b>BUILDING MATERIALS HOLDING CORPORATION, <i>et al.</i>,<sup>1</sup></b>	)	<b>Case No. 09-12074 (KJC)</b>
	)	
<b>Reorganized Debtors.</b>	)	<b>Jointly Administered</b>
	)	
	)	<b>Ref. Docket No. _____</b>
	)	

**ORDER SUSTAINING REORGANIZED DEBTORS' ELEVENTH  
OMNIBUS (NON-SUBSTANTIVE) OBJECTION TO CLAIMS  
PURSUANT TO SECTION 502(b) OF THE BANKRUPTCY CODE,  
BANKRUPTCY RULES 3003 AND 3007 AND LOCAL RULE 3007-1**

Upon consideration of the eleventh omnibus (non-substantive) objection (the "Objection")<sup>2</sup> of the above-captioned reorganized debtors (collectively, the "Reorganized Debtors") for the entry of an order, pursuant to section 502(b) of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the "Bankruptcy Code"), Rules 3003 and 3007 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") and Rule 3007-1 of the Local Rules of Bankruptcy Practice and Procedure for the United States Bankruptcy Court for the District of Delaware (the "Local Rules"), reassigning, modifying or disallowing and expunging in full each of the Disputed Claims identified on Exhibits A, B, C, D, E, and F attached hereto; and it appearing that due and sufficient notice of the Objection has been given under the circumstances;

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<sup>1</sup> The Reorganized Debtors, along with the last four digits of each Reorganized Debtor's tax identification number, are as follows: Building Materials Holding Corporation (4269), BMC West Corporation (0454), SelectBuild Construction, Inc. (1340), SelectBuild Northern California, Inc. (7579), Illinois Framing, Inc. (4451), C Construction, Inc. (8206), TWF Construction, Inc. (3334), H.N.R. Framing Systems, Inc. (4329), SelectBuild Southern California, Inc. (9378), SelectBuild Nevada, Inc. (8912), SelectBuild Arizona, LLC (0036), and SelectBuild Illinois, LLC (0792). The mailing address for the Reorganized Debtors is 720 Park Boulevard, Suite 200, Boise, Idaho 83712.

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Objection.

and after due deliberation and upon the Court's determination that the relief requested in the Objection is in the best interests of the Reorganized Debtors, their estates and creditors and other parties in interest; and sufficient cause appearing for the relief requested in the Objection, it is hereby:

**ORDERED, ADJUDGED AND DECREED that:**

1. The Objection is sustained.
2. Pursuant to section 502(b) of the Bankruptcy Code, Bankruptcy Rules 3003 and 3007 and Local Rule 3007-1, the Disputed Claims identified on the attached Exhibit A are hereby reassigned to the New Case Numbers as indicated on Exhibit A.
3. Pursuant to section 502(b) of the Bankruptcy Code, Bankruptcy Rules 3003 and 3007 and Local Rule 3007-1, the Disputed Claims identified on Exhibits B, C, D, E, and F attached hereto are hereby disallowed and expunged in their entirety.
4. The Reorganized Debtors (and any successors or successors in interest) reserve any and all rights to amend, modify or supplement this Objection, and to file additional objections to any and all claims filed in these chapter 11 cases, including, without limitation, any and all claims that are the subject of the Objection.
5. The Reorganized Debtors (and any successors or successors in interest) reserve any and all rights to object to any and all of the Disputed Claims on any and all grounds in any and all additional objections to claims filed in these chapter 11 cases.

6. This Court shall retain jurisdiction over any and all affected parties with respect to any and all matters, claims or rights arising from or related to the implementation or interpretation of this Order.

Dated: Wilmington, Delaware  
February \_\_\_\_\_, 2010

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Kevin J. Carey  
Chief United States Bankruptcy Judge

**EXHIBIT A**

Wrong Debtor Claims

IN RE: BUILDING MATERIALS HOLDING CORPORATION, ET AL., CASE NO. 09-12074  
CLAIMS TO BE REASSIGNED TO A NEW CASE NUMBER

OBJECTIONABLE CLAIM				REASSIGNED CLAIM		
NAME AND ADDRESS OF CLAIMANT	CLAIM NUMBER	DATE FILED	CASE NO.	AMOUNT AND CLASSIFICATION OF CLAIM	CASE NO. OF REASSIGNED CLAIM	REASON FOR REASSIGNMENT
3 BOULDERS LLC 45311 GOLF CENTER PARKWAY, B INDIO CA 92201	1326	8/18/09	09-12080	Unsecured: \$4,995.00	09-12076	Based on review of supporting documentation filed with the claim, the claim should be against SelectBuild Construction, Inc.
A1 MECHANICAL INC 5985 S POLARIS AVE LAS VEGAS NV 89118	1413	8/21/09	09-12083	Unsecured: \$2,150.00	09-12084	Based on review of supporting documentation filed with the claim, the claim should be against SelectBuild Arizona, LLC.
ACCURATE LASER PRINTER SERVICES INC 925 S ALLANTE PL BOISE ID 83709	875	8/10/09	09-12075	Unsecured: \$790.58	09-12074	Based on review of supporting documentation filed with the claim, the claim should be against Building Materials Holding Corporation.
ACME BRICK COMPANY 325 AMERICAS AVENUE EL PASO TX 79907	1236	8/17/09	09-12074	Priority: \$482.16 Unsecured: \$4,701.20	09-12075	Based on review of supporting documentation filed with the claim, the claim should be against BMC West Corporation.
ACTIVANT SOLUTIONS INC ATTN DIANNE BARBOSA, LEGAL ADMINISTRATOR 804 LAS CIMAS PARKWAY AUSTIN TX 78746	805	8/7/09	09-12074	Unsecured: \$17,728.26	09-12075	Based on review of supporting documentation filed with the claim, the claim should be against BMC West Corporation.
ADVANCED IMAGING SOLUTIONS, INC. 3690 N. RANCHO DRIVE LAS VEGAS NV 89130	472	8/3/09	09-12082	Unsecured: \$124.72	09-12076	Based on review of the Debtors' books and records, the claim should be against SelectBuild Construction, Inc.

IN RE: BUILDING MATERIALS HOLDING CORPORATION, ET AL., CASE NO. 09-12074  
CLAIMS TO BE REASSIGNED TO A NEW CASE NUMBER

OBJECTIONABLE CLAIM					REASSIGNED CLAIM	
NAME AND ADDRESS OF CLAIMANT	CLAIM NUMBER	DATE FILED	CASE NO.	AMOUNT AND CLASSIFICATION OF CLAIM	CASE NO. OF REASSIGNED CLAIM	REASON FOR REASSIGNMENT
AIR LOUVERS INC PO BOX 86 SDS 12-2648 MINNEAPOLIS MN 55486	655	8/5/09	09-12074	Unsecured: \$6,188.51	09-12075	Based on review of supporting documentation filed with the claim, claim should be against BMC West Corporation.
AIRGAS SAFETY INC 128 WHARTON RD BRISTOL PA 19007	2666	9/21/09	09-12074	Unsecured: \$1,906.75	09-12075	Based on review of supporting documentation filed with the claim, the claim should be against BMC West Corporation.
ALLIED BUILDING PRODUCTS CORPORATION ATTN DONNA HARRINGTON 310 JUNE ROAD BLANDON PA 19510	967	8/6/09	09-12074	Unsecured: \$11,163.52	09-12075	Based on review of supporting documentation filed with the claim, the claim should be against BMC West Corporation.
ALPINE LUMBER SALES PO BOX 1285 WILLIS TX 77378	262	7/31/09	09-12074	Unsecured: \$13,287.04	09-12075	Based on review of supporting documentation filed with the claim, the claim should be against BMC West Corporation.
ALTERNATIVE HOSE INC 3141 N 35TH AVE PHOENIX AZ 85017	1502	8/24/09	09-12083	Unsecured: \$325.95	09-12084	Based on review of supporting documentation filed with the claim, the claim should be against SelectBuild Arizona, LLC.
AMTI LLP 720 SUSANNA WAY HENDERSON NV 89011	148	7/30/09	09-12084	Unsecured: \$1,500.00	09-12083	Based on review of supporting documentation filed with the claim, the claim should be against SelectBuild Nevada, Inc.



IN RE: BUILDING MATERIALS HOLDING CORPORATION, ET AL., CASE NO. 09-12074  
CLAIMS TO BE REASSIGNED TO A NEW CASE NUMBER

OBJECTIONABLE CLAIM					REASSIGNED CLAIM	
NAME AND ADDRESS OF CLAIMANT	CLAIM NUMBER	DATE FILED	CASE NO.	AMOUNT AND CLASSIFICATION OF CLAIM	CASE NO. OF REASSIGNED CLAIM	REASON FOR REASSIGNMENT
AMW PACKAGING AMERICAN MACHINERY WORKS INC 4415 S 32ND STREET PHOENIX AZ 85040	2540	8/14/09	No debtor identified	Unsecured: \$2,184.00	09-12084	Based on review of supporting documentation filed with the claim, the claim should be against SelectBuild Arizona, LLC.
ARROWHEAD REBAR LP 4700 SINGLETON BLVD DALLAS TX 75212	964	8/6/09	09-12074	Unsecured: \$12,610.64	09-12075	Based on review of supporting documentation filed with the claim, the claim should be against BMC West Corporation.
AT&T CORP C/O JAMES GRUDUS ESQ AT&T SERVICES INC ONE AT&T WAY ROOM 3A218 BEDMINSTER NJ 07921	1179	8/17/09	09-12074	Unsecured: \$20,515.22	09-12075	Based on review of supporting documentation filed with the claim, the claim should be against BMC West Corporation.
BEECHCRAFT PRODUCTS, INC. 1100 NORTH SAGINAW ST DURAND MI 48429	402	8/3/09	09-12074	Priority: \$286.50 Unsecured: \$2,423.59	09-12075	Based on review of supporting documentation filed with the claim, the claim should be against BMC West Corporation.
BURKETS OFFICE 8520 YOUNGER CREEK DRIVE SACRAMENTO CA 95828	741	8/6/09	09-12074	Priority: \$3,447.24 Unsecured: \$321.21	09-12077	Based on review of supporting documentation filed with the claim, the claim should be against SelectBuild Northern California, Inc.
BOLT & ANCHOR SUPPLY, INC. 343 EXPRESSWAY MISSOULA MT 59808	1094	8/13/09	09-12074	Unsecured: \$2,198.39	09-12075	Based on review of supporting documentation filed with the claim, the claim should be against BMC West Corporation.

IN RE: BUILDING MATERIALS HOLDING CORPORATION, ET AL., CASE NO. 09-12074  
CLAIMS TO BE REASSIGNED TO A NEW CASE NUMBER

OBJECTIONABLE CLAIM				REASSIGNED CLAIM	
NAME AND ADDRESS OF CLAIMANT	CLAIM NUMBER	DATE FILED	CASE NO.	AMOUNT AND CLASSIFICATION OF CLAIM	REASON FOR REASSIGNMENT
BORDER PALLETS, INC. 13001 DARRINGTON ROAD EL PASO TX 79928	1170	8/14/09	09-12074	Unsecured: \$1,011.56	Based on review of supporting documentation filed with the claim, the claim should be against BMC West Corporation.
BUESING CORP ATTN KIM GIBBS 3045 S 7TH STREET PHOENIX AZ 85040	493	8/3/09	09-12074	Unsecured: \$463.98	Based on review of supporting documentation filed with the claim, the claim should be against SelectBuild Arizona, Inc.
BURKS REPROGRAPHICS PO BOX 684097 AUSTIN TX 78768	103	7/20/09	09-12074	Unsecured: \$1,076.98	Based on review of supporting documentation filed with the claim, the claim should be against BMC West Corporation.
CEDAR GROVE ORGANICS RECYCLING 7343 E MARGINAL WAYS SEATTLE WA 98103	962	8/3/09	09-12074	Unsecured: \$1,096.55	Based on review of supporting documentation filed with the claim, the claim should be against BMC West Corporation.
CITY OF LAS VEGAS LAS VEGAS CITY ATTORNEY 400 STEWART AVENUE NINTH FLOOR LAS VEGAS NV 89101	625	7/24/09	09-12074	Unsecured: \$776.25	Based on review of supporting documentation filed with the claim, the claim should be against SelectBuild Nevada, Inc.
CITY OF WEST JORDAN UTILITY BILLING DEPT 8000 S REDWOOD RD WEST JORDAN UT 84088	773	8/6/09	09-12074	Unsecured: \$91.20	Based on review of supporting documentation filed with the claim, the claim should be against BMC West Corporation.

IN RE: BUILDING MATERIALS HOLDING CORPORATION, ET AL., CASE NO. 09-12074  
CLAIMS TO BE REASSIGNED TO A NEW CASE NUMBER

OBJECTIONABLE CLAIM					REASSIGNED CLAIM	
NAME AND ADDRESS OF CLAIMANT	CLAIM NUMBER	DATE FILED	CASE NO.	AMOUNT AND CLASSIFICATION OF CLAIM	CASE NO. OF REASSIGNED CLAIM	REASON FOR REASSIGNMENT
CLASSIC DOOR SYSTEMS P.O. BOX 560444 DALLAS TX 75356	265	7/31/09	09-12074	Priority: \$3,233.00 Unsecured: \$1,978.00	09-12075	Based on review of supporting documentation filed with the claim, the claim should be against BMC West Corporation.
COLUMBIA PAINT & COATINGS PO BOX 4569 SPOKANE WA 99220	2387	8/31/09	No debtor identified	Unsecured: \$154.05	09-12075	Based on review of supporting documentation filed with the claim, claim should be against BMC West Corporation.
COMPLETE LINE GLASS WHOLESALERS INC 18740 GOLL STREET SAN ANTONIO TX 78266	287	7/31/09	09-12074	Unsecured: \$1,056.16	09-12075	Based on review of supporting documentation filed with the claim, the claim should be against BMC West Corporation.
COPPER STATE BOLT & NUT 3622 N. 34TH AVENUE PHOENIX AZ 85017	455	8/3/09	09-12075	Priority: \$271.75 Unsecured: \$1,209.72	09-12084	Based on review of supporting documentation filed with the claim, the claim should be against SelectBuild Arizona, LLC.
CORDSTRAP USA INC PO BOX 081340 RACINE WI 53408	1388	8/20/09	09-12074	Unsecured: \$10,300.39	09-12075	Based on review of supporting documentation filed with the claim, the claim should be against BMC West Corporation.
CORDSTRAP USA, INC. P.O. BOX 081340 RACINE WI 53408	1387	8/20/09	09-12074	Unsecured: \$1,477.75	09-12075	Based on review of supporting documentation filed with the claim, the claim should be against BMC West Corporation.

IN RE: BUILDING MATERIALS HOLDING CORPORATION, ET AL., CASE NO. 09-12074  
CLAIMS TO BE REASSIGNED TO A NEW CASE NUMBER

OBJECTIONABLE CLAIM					REASSIGNED CLAIM	
NAME AND ADDRESS OF CLAIMANT	CLAIM NUMBER	DATE FILED	CASE NO.	AMOUNT AND CLASSIFICATION OF CLAIM	CASE NO. OF REASSIGNED CLAIM	REASON FOR REASSIGNMENT
CORPORATION SERVICE COMPANY 2711 CENTERVILLE RD WILMINGTON DE 19808	187	7/30/09	09-12074	Unsecured: \$11,988.50	09-12084	Based on review of supporting documentation filed with the claim, the claim should be against SelectBuild Arizona, LLC.
DISCOUNT AUTO ELECTRIC & RADIATOR SRV 935 8TH ST MODESTO CA 95354	1470	8/24/09	09-12074	Unsecured: \$55.00	09-12075	Based on review of supporting documentation filed with the claim, the claim should be against BMC West Corporation.
DREW FORD 8970 LA MESA BLVD LA MESA CA 91942	261	7/31/09	09-12076	Priority: \$45.83	09-12081	Based on review of supporting documentation filed with the claim, the claim should be against H.N.R. Framing Systems, Inc.
EAGLE PLYWOOD & LUMBER, INC. 2222 E PIONEER DR IRVING TX 75061	1417	8/21/09	09-12074	Priority: \$3,013.92	09-12075	Based on review of supporting documentation filed with the claim, the claim should be against BMC West Corporation.
ESCREEN P.O. BOX 25902 OVERLAND PARKS KS 66225	1621	8/26/09	09-12074	Unsecured: \$3,653.00	09-12075	Based on review of supporting documentation filed with the claim, the claim should be against BMC West Corporation.
EXPRESS FLEET SERVICE P.O. BOX 38492 HOUSTON TX 77238	1480	8/24/09	09-12074	Unsecured: \$574.15	09-12075	Based on review of supporting documentation filed with the claim, the claim should be against BMC West Corporation.

IN RE: BUILDING MATERIALS HOLDING CORPORATION, ET AL., CASE NO. 09-12074  
CLAIMS TO BE REASSIGNED TO A NEW CASE NUMBER

OBJECTIONABLE CLAIM					REASSIGNED CLAIM	
NAME AND ADDRESS OF CLAIMANT	CLAIM NUMBER	DATE FILED	CASE NO.	AMOUNT AND CLASSIFICATION OF CLAIM	CASE NO. OF REASSIGNED CLAIM	REASON FOR REASSIGNMENT
FERRELLGAS ONE LIBERTY PLAZA LIBERTY MO 64068	52	7/14/09	09-12074	Unsecured: \$18,176.55	09-12075	Based on review of supporting documentation filed with the claim, the claim should be against BMC West Corporation.
FREEDOM ENTERPRISES 1324 PATTERSON PLACE FORT COLLINS CO 80526	2140	8/28/09	09-12074	Unsecured: \$300.00	09-12075	Based on review of supporting documentation filed with the claim, the claim should be against BMC West Corporation.
GENERAL METALS MFG & SUPPLY CO 2929 W WELDON AVENUE PHOENIX AZ 85017	591	8/3/09	09-12075	Unsecured: \$382.00	09-12084	Based on review of supporting documentation filed with the claim, the claim should be against SelectBuild Arizona, Inc.
HARDWARE SPECIALTIES & GLASS, INC. P.O. BOX 205 EL PASO TX 79942	272	7/31/09	09-12074	Priority: \$89.17	09-12075	Based on review of supporting documentation filed with the claim, the claim should be against BMC West Corporation.
HATHAWAY & SONS INC PO BOX 10270 PALM DESERT CA 92255	146	7/30/09	09-12080	Unsecured: \$794.25	09-12079	Based on review of supporting documentation filed with the claim, the claim should be against C Construction, Inc.
HD SUPPLY C/O RMS BANKRUPTCY RECOVERY SERVICES PO BOX 5126 TIMONIUM MD 21094	2189	8/20/09	09-12074	Unsecured: \$320.27	09-12079	Based on review of supporting documentation filed with the claim, claim should be against C Construction, Inc.

IN RE: BUILDING MATERIALS HOLDING CORPORATION, ET AL., CASE NO. 09-12074  
CLAIMS TO BE REASSIGNED TO A NEW CASE NUMBER

OBJECTIONABLE CLAIM				REASSIGNED CLAIM	
NAME AND ADDRESS OF CLAIMANT	CLAIM NUMBER	DATE FILED	CASE NO.	AMOUNT AND CLASSIFICATION OF CLAIM	REASON FOR REASSIGNMENT
HELLGATE TOOL REPAIR 2006 NORTH AVE W MISSOULA MT 59801	391	8/3/09	09-12074	Unsecured: \$718.00	Based on review of supporting documentation filed with the claim, the claim should be against BMC West Corporation.
HOUSTON DISTRIBUTING COMPANY INC ATTN BRUCE RUZINSKY JACKSON WALKER LLP 1401 MCKINNEY SUITE 1900 HOUSTON TX 77010	774	8/6/09	09-12074	Unsecured: \$50,602.82	Based on review of supporting documentation filed with the claim, the claim should be against BMC West Corporation.
IDAHO POWER PO BOX 70 BOISE ID 83703	417	8/3/09	09-12074	Unsecured: \$2,910.76	Based on review of supporting documentation filed with the claim, the claim should be against BMC West Corporation.
INTERTEK TESTING SERVICES NA, INC. P.O. BOX 405176 ATLANTA GA 30384	1268	8/18/09	No debtor identified	Unsecured: \$1,399.55	Based on review of supporting documentation filed with the claim, the claim should be against BMC West Corporation.
JEFFREY ROBINSON, CITY ATTORNEY 8000 SOUTH REDWOOD ROAD WEST JORDAN UT 84088	739	8/6/09	09-12074	Unsecured: \$915.64	Based on review of supporting documentation filed with the claim, the claim should be against BMC West Corporation.
JENSEN PRECAST 3863 LOSEE ROAD NORTH LAS VEGAS NV 89030	2758	11/2/09	09-12079	Unsecured: \$0.00	Based on review of supporting documentation filed with this claim, claim should be against SelectBuild Nevada, Inc.

IN RE: BUILDING MATERIALS HOLDING CORPORATION, ET AL., CASE NO. 09-12074  
CLAIMS TO BE REASSIGNED TO A NEW CASE NUMBER

OBJECTIONABLE CLAIM				REASSIGNED CLAIM	
NAME AND ADDRESS OF CLAIMANT	CLAIM NUMBER	DATE FILED	CASE NO.	AMOUNT AND CLASSIFICATION OF CLAIM	REASON FOR REASSIGNMENT
JL INDUSTRIES P.O. BOX 86 SDS 12-1132 MINNEAPOLIS MN 55486	656	8/5/09	09-12074	Unsecured: \$23,078.41	Based on review of supporting documentation filed with the claim, the claim should be against BMC West Corporation.
JSE ENTERPRISES INC 19733 N 75TH AVE GLENDALE AZ 85308	980	8/10/09	09-12076	Unsecured: \$391.96	Based on review of supporting documentation filed with the claim, the claim should be against SelectBuild Arizona, LLC.
KVAL INC 825 PETALUMA BLVD SOUTH PETALUMA CA 94952	995	8/10/09	No debtor identified	Unsecured: \$4,566.63	Based on review of supporting documentation filed with the claim, claim should be against BMC West Corporation.
LARSONS ORNAMENTAL IRON 225 EAST STATE RD PLEASANT GROVE UT 84062	1030	8/11/09	No debtor identified	Unsecured: \$5,600.00	Based on review of supporting documentation filed with the claim, claim should be against BMC West Corporation.
LAW OFFICES OF KEITH S KNOCHEL PC 2135 HIGHWAY 95 STE 241 BULLHEAD CITY AZ 86442	872	8/10/09	09-12079	Unsecured: \$2,605.00	Based on review of supporting documentation filed with the claim, the claim should be against Building Materials Holding Corporation.
MARTOR USA 1440 N KINGSBURY ST CHICAGO IL 60642	1168	8/14/09	09-12074	Unsecured: \$2.94	Based on review of supporting documentation filed with the claim, claim should be against BMC West Corporation.

IN RE: BUILDING MATERIALS HOLDING CORPORATION, ET AL., CASE NO. 09-12074  
CLAIMS TO BE REASSIGNED TO A NEW CASE NUMBER

OBJECTIONABLE CLAIM				REASSIGNED CLAIM	
NAME AND ADDRESS OF CLAIMANT	CLAIM NUMBER	DATE FILED	CASE NO.	AMOUNT AND CLASSIFICATION OF CLAIM	REASON FOR REASSIGNMENT
MASTER FASTENERS INTNL LLC 724 W COWLES ST LONG BEACH CA 90813	880	8/10/09	09-12077	Unsecured: \$9,918.72	Based on review of supporting documentation filed with the claim, the claim should be against TWF Construction, Inc.
MAUPIN COX & LEGOY PO BOX 30000 RENO NV 89520	1082	8/13/09	09-12076	Unsecured: \$3,981.25	Based on review of supporting documentation filed with the claim, the claim should be against BMC West Corporation.
MCCANDLESS INTERNATIONAL TRUCKS LLC 3780 LOSEE ROAD NORTH LAS VEGAS NV 89030	91	7/20/09	No debtor identified	Unsecured: \$873.24	Based on review of supporting documentation filed with the claim, the claim should be against SelectBuild Nevada, Inc.
MCMMASTER CARR 9630 NORWALK SANTA FE SPRINGS CA 90670	1343	8/19/09	09-12082	Unsecured: \$306.64	Based on review of supporting documentation filed with the claim, the claim should be against SelectBuild Nevada, Inc.
MCPHILLIPS MANUFACTURING CO INC PO BOX 169 MOBILE AL 36601	410	8/3/09	09-12074	Priority: \$14,737.50 Unsecured: \$6,988.55	Based on review of supporting documentation filed with the claim, the claim should be against BMC West Corporation.
MERLI CONCRETE PUMPING 2545 N MARCO STREET N. LAS VEGAS NV 89115	468	8/3/09	09-12076	Unsecured: \$3,483.75	Based on review of supporting documentation filed with the claim, the claim should be against SelectBuild Nevada, Inc.



IN RE: BUILDING MATERIALS HOLDING CORPORATION, ET AL., CASE NO. 09-12074  
CLAIMS TO BE REASSIGNED TO A NEW CASE NUMBER

OBJECTIONABLE CLAIM					REASSIGNED CLAIM	
NAME AND ADDRESS OF CLAIMANT	CLAIM NUMBER	DATE FILED	CASE NO.	AMOUNT AND CLASSIFICATION OF CLAIM	CASE NO. OF REASSIGNED CLAIM	REASON FOR REASSIGNMENT
MID VALLEY DISTRIBUTORS INC 3886 EAST JENSEN AVE FRESNO CA 93725	1760	8/27/09	No debtor identified	Unsecured: \$1,588.73	09-12075	Based on review of supporting documentation filed with the claim, claim should be against BMC West Corporation.
MISSION REPROGRAPHICS 2050 E LA CADENA DR STE L RIVERSIDE CA 92507	1422	8/21/09	09-12074	Unsecured: \$540.92	09-12081	Based on review of supporting documentation filed with the claim, the claim should be against H.N.R. Framing Systems, Inc.
MOBILE MINI INC 7420 S KYRENE RD STE 101 TEMPE AZ 85283	622	7/27/09	09-12074	Unsecured: \$754.83	09-12081	Based on review of supporting documentation filed with the claim, the claim should be against H.N.R. Framing Systems, Inc.
NANCE, CHET D / FREEDOM ENTERPRISES 1324 PATTERSON PL FT COLLINS CO 80526	2141	8/28/09	09-12074	Unsecured: \$150.00	09-12075	Based on review of supporting documentation filed with the claim, the claim should be against BMC West Corporation.
NEW BRAUNFELS UTILITIES P.O. BOX 660 SAN ANTONIO TX 78293	340	8/3/2009	09-12074	Unsecured: \$3,769.76	09-12075	Based on review of supporting documentation filed with the claim, the claim should be against BMC West Corporation.
NICHOLAS CONSOLIDATED, INC C/O MARK A KIRKORSKY, PC 4025 S MCCLINTOCK DR, STE 208 TEMPE AZ 85282	1282	8/4/09	09-12074	Unsecured: \$23,369.12	09-12084	Based on review of supporting documentation filed with the claim, the claim should be against Selectbuild Arizona Inc.

IN RE: BUILDING MATERIALS HOLDING CORPORATION, ET AL., CASE NO. 09-12074  
CLAIMS TO BE REASSIGNED TO A NEW CASE NUMBER

OBJECTIONABLE CLAIM				REASSIGNED CLAIM	
NAME AND ADDRESS OF CLAIMANT	CLAIM NUMBER	DATE FILED	CASE NO.	AMOUNT AND CLASSIFICATION OF CLAIM	REASON FOR REASSIGNMENT
OPTIMIZON P.O. BOX 992 BOISE ID 83701	209	7/31/09	09-12074	Unsecured: \$7,875.72	Based on review of the Debtors' books and records, the claim should be against BMC West Corporation.
PACIFIC GAS AND ELECTRIC COMPANY PATRICK HAZEN BANKRUPTCY UNIT PO BOX 8329 STOCKTON CA 95208	2668	9/28/09	09-12074	Unsecured: \$10,298.52	Based on review of supporting documentation filed with the claim, the claim should be against BMC West Corporation.
PARKER NELSON & ASSOCIATES ATTN: JEFF BALLIN, ESQ 2460 PROFESSIONAL CT STE 200 LAS VEGAS NV 89128	2301	8/31/09	09-12083	Unsecured: \$58.00	Based on review of supporting documentation filed with the claim, the claim should be against Building Materials Holding Corporation.
PERFORMANCE READY MIX LLC ATTN SHAN D DAVIS ESQ KEMP JONES & COULTHARD LLP 3800 HOWARD HUGHES PARKWAY 17TH FLOOR LAS VEGAS NV 89169	2428	8/31/09	09-12074	Unsecured: \$27,196.61	Based on review of supporting documentation filed with the claim, claim should be against SelectBuild Nevada, Inc.
PERRAULT CORPORATION PO BOX 578 BONSALL CA 92003	389	8/3/09	09-12074	Unsecured: \$714.99	Based on review of supporting documentation filed with the claim, the claim should be against C Construction, Inc.
PORTLAND GENERAL ELECTRIC (PGE) 7895 SW MOHAWK ST ERC TUALATIN OR 97062	492	8/3/09	No debtor identified	Unsecured: \$319.45	Based on review of supporting documentation filed with the claim, claim should be against BMC West Corporation.

IN RE: BUILDING MATERIALS HOLDING CORPORATION, ET AL., CASE NO. 09-12074  
CLAIMS TO BE REASSIGNED TO A NEW CASE NUMBER

OBJECTIONABLE CLAIM					REASSIGNED CLAIM	
NAME AND ADDRESS OF CLAIMANT	CLAIM NUMBER	DATE FILED	CASE NO.	AMOUNT AND CLASSIFICATION OF CLAIM	CASE NO. OF REASSIGNED CLAIM	REASON FOR REASSIGNMENT
PHOENIX INVESTORS #14 LLC C/O GREENWOOD & MCKENZIE 440 W FIRST ST STE 201 TUSTIN CA 92780	838	8/10/09	09-12075	Unsecured: \$567,577.34	09-12084	Based on review of the Debtors' books and records and the proof of claim form submitted by the claimant, the claim should be against SelectBuild Arizona, LLC.
PIEDMONT NATURAL GAS COMPANY ATTN CBO/BANKRUPTCY 4339 S TYRON STREET CHARLOTTE NC 28217	43	7/13/09	09-12074	Unsecured: \$23.15	09-12075	Based on review of the Debtors' books and records and the proof of claim form submitted by the claimant, the claim should be against BMC West Corporation.
QUALITY ENVIRONMENTAL MANAGEMENT P.O. BOX 5181 MESA AZ 85211	700	8/5/09	09-12074	Unsecured: \$520.00	09-12084	Based on review of supporting documentation filed with the claim, the claim should be against SelectBuild Arizona, LLC.
R & R SUPPLY INC 531 E VERMONT DR GILBERT AZ 85295	1083	8/13/09	09-12075	Priority: \$1,980.72 Unsecured: \$7,077.04	09-12084	Based on review of supporting documentation filed with the claim, the claim should be against SelectBuild Arizona, LLC.
REGIONS INTERSTATE BILLING SERVICES INC PO BOX 2250 DECATUR AL 35609	66	7/7/09	09-12074	Unsecured: \$15,696.63	09-12075	Based on review of supporting documentation filed with the claim, the claim should be against BMC West Corporation.
REPRO IMAGE INTERNATIONAL 301 W. DRYER ROAD, SUITE C SANTA ANA CA 92705	558	8/3/09	09-12082	Priority: \$209.52 Unsecured: \$203.72	09-12079	Based on review of supporting documentation filed with the claim, the claim should be against C Construction, Inc.

IN RE: BUILDING MATERIALS HOLDING CORPORATION, ET AL., CASE NO. 09-12074  
CLAIMS TO BE REASSIGNED TO A NEW CASE NUMBER

OBJECTIONABLE CLAIM				REASSIGNED CLAIM	
NAME AND ADDRESS OF CLAIMANT	CLAIM NUMBER	DATE FILED	CASE NO.	AMOUNT AND CLASSIFICATION OF CLAIM	REASON FOR REASSIGNMENT
RESCUE LAW CARE 3976 W DONBAIN ST SOUTH JORDAN UT 84095	108	7/17/09	09-12074	Unsecured: \$255.00	Based on review of supporting documentation filed with the claim, the claim should be against BMC West Corporation.
ROCKY MOUNTAIN PRESTAIN INC 1570 E 66TH AVE DENVER CO 80229	1474	8/24/09	09-12074	Unsecured: \$4,930.73	Based on review of supporting documentation filed with the claim, the claim should be against BMC West Corporation.
ROCKY MOUNTAIN SHARP SHOP INC 1054 DENVER AVE LOVELAND CO 80537	1251	8/17/09	09-12074	Priority: \$129.00 Unsecured: \$598.96	Based on review of supporting documentation filed with the claim, the claim should be against BMC West Corporation.
RS FRAMING CONSTRUCTION INC PO BOX 2487 ISSAQUAH WA 98027	757	8/6/09	No debtor identified	Unsecured: \$108.70	Based on review of supporting documentation filed with the claim, the claim should be against BMC West Corporation.
SHRED IT P.O. BOX 59505-2505 RENTON WA 98058	1065	8/13/09	09-12074	Unsecured: \$49.50	Based on review of supporting documentation filed with the claim, the claim should be against BMC West Corporation.
SHRED IT P.O. BOX 59505-2505 RENTON WA 98058	1064	8/13/09	09-12074	Unsecured: \$99.00	Based on review of supporting documentation filed with the claim, the claim should be against BMC West Corporation.

IN RE: BUILDING MATERIALS HOLDING CORPORATION, ET AL., CASE NO. 09-12074  
CLAIMS TO BE REASSIGNED TO A NEW CASE NUMBER

OBJECTIONABLE CLAIM					REASSIGNED CLAIM	
NAME AND ADDRESS OF CLAIMANT	CLAIM NUMBER	DATE FILED	CASE NO.	AMOUNT AND CLASSIFICATION OF CLAIM	CASE NO. OF REASSIGNED CLAIM	REASON FOR REASSIGNMENT
SIRO DESIGNS INC 5001 N HIATUS RD SUNRISE FL 33351	248	7/31/09	09-12075	Priority: \$217.83 Unsecured: \$1,074.21	09-12074	Based on review of supporting documentation filed with the claim, the claim should be against Building Materials Holding Corporation.
STANDARD COFFEE SERVICE COMPANY PO BOX 295847 LEWISVILLE TX 75029	1381	8/20/09	09-12074	Unsecured: \$550.08	09-12075	Based on review of supporting documentation filed with the claim, the claim should be against BMC West Corporation.
STERLING COMMERCE INC 4600 LAKEHURST CT DUBLIN OH 43016	110	7/20/09	09-12075	Unsecured: \$3,999.95	09-12074	Based on review of the Debtors' books and records, the claim should be against Building Materials Holding Corporation.
SUPREME OIL CO EULER HERMES ACI AGENT OF SUPREME OIL CO 800 RED BROOK BOULEVARD OWINGS MILLS MD 21117	2177	8/24/09	09-12074	Unsecured: \$6,560.75	09-12084	Based on review of supporting documentation filed with the claim, the claim should be against SelectBuild Arizona, LLC.
TAIL WIND VOICE & DATA 15360 25TH AVENUE N, SUITE 114 PLYMOUTH MN 55447	423	8/3/09	09-12074	Unsecured: \$314.19	09-12075	Based on review of the Debtors' books and records, the claim should be against BMC West Corporation.
TAYLOR BUILDING PRODUCTS INC PO BOX 457 WEST BRANCH MI 48661	824	8/10/09	09-12074	Unsecured: \$22,273.04	09-12075	Based on review of supporting documentation filed with the claim, the claim should be against BMC West Corporation.

IN RE: BUILDING MATERIALS HOLDING CORPORATION, ET AL., CASE NO. 09-12074  
CLAIMS TO BE REASSIGNED TO A NEW CASE NUMBER

OBJECTIONABLE CLAIM					REASSIGNED CLAIM	
NAME AND ADDRESS OF CLAIMANT	CLAIM NUMBER	DATE FILED	CASE NO.	AMOUNT AND CLASSIFICATION OF CLAIM	CASE NO. OF REASSIGNED CLAIM	REASON FOR REASSIGNMENT
TEXAS TOOL TRADERS 13317 SEYDLER ROAD WEIMAR TX 78962	437	8/3/09	09-12074	Unsecured: \$683.98	09-12075	Based on review of supporting documentation filed with the claim, the claim should be against BMC West Corporation.
TOP INDUSTRIAL INC 15010 KESWICK ST VAN NUYS CA 91405	1297	8/18/09	09-12074	Unsecured: \$5,472.00	09-12083	Based on review of supporting documentation filed with the claim, the claim should be against SelectBuild Nevada, Inc.
TRADE SHOW SERVICES LTD DBA PROTECT SECURITY 3511 S EASTERN AVE LAS VEGAS NV 89169	104	7/27/09	09-12074	Unsecured: \$10,530.00	09-12083	Based on review of supporting documentation filed with the claim, the claim should be against SelectBuild Nevada Inc.
TYTAN HEATING & COOLING ATTN JEREMY HALL 901 INDUSTRIAL BLVD ABILENE TX 79602	102	7/27/09	09-12074	Unsecured: \$1,400.00	09-12075	Based on review of supporting documentation filed with the claim, the claim should be against BMC West Corporation.
VALLEY GLASS CORP 1903 3RD AVE EAST KALISPELL MT 59901	427	8/3/09	09-12074	Unsecured: \$90.00	09-12075	Based on review of supporting documentation filed with the claim, the claim should be against BMC West Corporation.
VALLEY OFFICE EQUIPMENT INC 36 665 BANKSIDE DR STE B CATHEDRAL CITY CA 92234	1454	8/21/09	09-12082	Unsecured: \$271.91	09-12080	Based on review of Debtors' books and records, the claim should be against TWF Construction, Inc.

IN RE: BUILDING MATERIALS HOLDING CORPORATION, ET AL., CASE NO. 09-12074  
CLAIMS TO BE REASSIGNED TO A NEW CASE NUMBER

OBJECTIONABLE CLAIM					REASSIGNED CLAIM	
NAME AND ADDRESS OF CLAIMANT	CLAIM NUMBER	DATE FILED	CASE NO.	AMOUNT AND CLASSIFICATION OF CLAIM	CASE NO. OF REASSIGNED CLAIM	REASON FOR REASSIGNMENT
VALSPAR CORPORATION PO BOX 1461 MINNEAPOLIS MN 55440	1186	8/17/09	09-12074	Priority: \$1,756.80 Unsecured: \$3,067.50	09-12075	Based on review of supporting documentation filed with the claim, the claim should be against BMC West Corporation.
WASTE CONNECTIONS INC 9411 NE 94TH AVE VANCOUVER WA 98662	96	7/21/09	09-12074	Unsecured: \$328.24	09-12075	Based on review of supporting documentation filed with the claim, the claim should be against BMC West Corporation.
WASTE CONNECTIONS INC 9411 NE 94TH AVE VANCOUVER WA 98662	97	7/21/09	09-12074	Unsecured: \$1,407.36	09-12075	Based on review of supporting documentation filed with the claim, the claim should be against BMC West Corporation.
WASTE MANAGEMENT C/O JACQUOLYN E MILLS 1001 FANNIN ST STE 4000 HOUSTON TX 77002	2745	10/30/09	09-12074	Unsecured: \$27,396.38	09-12075	Based on review of supporting documentation filed with the claim, the claim should be against BMC West Corporation.
WAYNES CEDAR SPECIALTIES 3440 N GRENADIER WAY BOISE ID 83713	651	8/5/09	09-12074	Priority: \$390.00	09-12075	Based on review of supporting documentation filed with the claim, the claim should be against BMC West Corporation.
WESSELS SHERMAN JOERG LISZKA LAVERTY SENECZKO PC 2035 FOXFIELD RD ST CHARLES IL 60174	101	7/21/09	09-12074	Unsecured: \$5,336.46	09-12078	Based on review of supporting documentation filed with the claim, the claim should be against Illinois Framing, Inc.

IN RE: BUILDING MATERIALS HOLDING CORPORATION, ET AL., CASE NO. 09-12074  
CLAIMS TO BE REASSIGNED TO A NEW CASE NUMBER

OBJECTIONABLE CLAIM					REASSIGNED CLAIM	
NAME AND ADDRESS OF CLAIMANT	CLAIM NUMBER	DATE FILED	CASE NO.	AMOUNT AND CLASSIFICATION OF CLAIM	CASE NO. OF REASSIGNED CLAIM	REASON FOR REASSIGNMENT
WINGFOOT COMMERCIAL TIRE SYSTEMS LLC WINGFOOT COMMERCIAL TIRE ACCT'S RECEIVABLES PO BOX 48 FORT SMITH AR 72902	2430	8/31/09	09-12074	Unsecured: \$5,088.30	09-12075	Based on review of supporting documentation filed with the claim, the claim should be against BMC West Corporation.
WOOD SMITH HENNING & BERMAN FOR RICHMOND AMERICAN 7670 W. LAKE MEAD BOULEVARD STE 250 LAS VEGAS NV 89128	1344	8/19/09	09-12083	Unsecured: \$21,000.00	09-12074	Based on review of supporting documentation filed with the claim, the claim should be against Building Materials Holding Corporation.
WOODWORKERS EMPORIUM 5461 ARVILLE ST LAS VEGAS NV 89118	532	8/3/09	09-12074	Priority: \$83.70	09-12083	Based on review of supporting documentation filed with the claim, the claim should be against SelectBuild Nevada, Inc.
WOOTEN PROPERTIES, LLP C/O JOY FOCHT 2928 STRAUS LANE STE 210 COLORADO SPRINGS CO 80907	10	6/30/09	09-12074	Unsecured: \$31,748.83	09-12075	Based on review of supporting documentation filed with the claim, the claim should be against BMC West Corporation.



**EXHIBIT B**

Amended Claims

IN RE: BUILDING MATERIALS HOLDING CORPORATION, ET AL., CASE NO. 09-12074  
CLAIMS TO BE EXPUNGED AS AMENDED AND SUPERSEDED

OBJECTIONABLE CLAIM					SURVIVING CLAIM		
NAME AND ADDRESS OF CLAIMANT	CLAIM NUMBER	DATE FILED	CASE NO.	AMOUNT AND CLASSIFICATION OF CLAIM	CLAIM NUMBER	DATE FILED	CASE NO. AMOUNT AND CLASSIFICATION OF CLAIM
ABLE DISTRIBUTING A DIV OF HAJOCA CORP 2727 W GROVERS AVENUE PHOENIX AZ 85053	2697	10/8/09	09-12076	Unsecured: \$199,346.14	2780	11/13/09	09-12084 Priority: \$3,026.14 Unsecured: \$196,320.00
AIRGAS SAFETY INC RICHARD CORNWELL 128 WHARTON RD BRISTOL PA 19007	974	8/3/09	09-12074	Unsecured: \$1,266.57	2666	9/21/2009	09-12074 Unsecured: \$1,906.75
CASTLE DOOR & MILLWORK, INC. 7400 SAND STREET BLDG 20 FT WORTH TX 76118	2416	8/31/09	09-12075	Unsecured: \$26,520.00	2781	11/16/09	09-12075 Priority: \$18,090.00 Unsecured: \$10,980.00
GECITS DBA IKON FINANCIAL SERVICES AS AUTH SERV AGT -BANC OF AMERICA & LEASING CAPITAL LLC - ATTN BANKRUPTCY ADMIN PO BOX 13708 MAGON GA 31208	1570	8/17/09	09-12074	Unsecured: \$8,482.76	2729	10/9/09	09-12074 Unsecured: \$8,482.76
HENRY COUNTY HARDWOODS P.O. BOX 1575 PARIS TN 38242	1766	8/27/09	09-12075	Unsecured: \$50,246.56	2764	11/6/09	09-12075 Priority: \$50,246.56
INTEGRA TELECOM 1201 NE LLOYD BLVD, STE 500 PORTLAND OR 97232	1279	8/10/09	09-12075	Unsecured: \$3,836.07	2731	10/7/09	09-12075 Unsecured: \$27,893.52

IN RE: BUILDING MATERIALS HOLDING CORPORATION, ET AL. CASE NO. 09-12074  
CLAIMS TO BE EXPUNGED AS AMENDED AND SUPERSEDED

OBJECTIONABLE CLAIM				SURVIVING CLAIM			
NAME AND ADDRESS OF CLAIMANT	CLAIM NUMBER	DATE FILED	CASE NO.	AMOUNT AND CLASSIFICATION OF CLAIM	CLAIM NUMBER	DATE FILED	CASE NO. AMOUNT AND CLASSIFICATION OF CLAIM
JENSEN PRECAST 3853 LOSEE ROAD NORTH LAS VEGAS NV 89030	1530	8/24/09	09-12079	Priority: \$208.18	2758	11/2/09	09-12079 Unsecured: \$0.00
NON FERROUS EXTRUSION 8410 HEMPSTEAD ROAD HOUSTON TX 77008	324	7/31/09	09-12075	Unsecured: \$6,658.05	2804	11/23/09	09-12075 Priority: \$6,658.05
OREGON WOOD SPECIALTIES P.O. BOX 15069 PORTLAND OR 97293	490	8/3/09	09-12075	Priority: \$1,265.09 Unsecured: \$1,747.97	2867	9/28/09	09-12075 Priority: \$1,265.09 Unsecured: \$964.67
PACIFIC GAS AND ELECTRIC CO PATRICK HAZEN, BANKRUPTCY UNIT P.O. BOX 8329 STOCKTON CA 95208	55	7/13/09	09-12075	Unsecured: \$7,257.85	2668	9/28/09	09-12074 Unsecured: \$10,298.52
ROR PLUMBING AND MECHANICAL, INC. 12620 MAGNOLIA AVENUE RIVERSIDE CA 92503	2214	8/28/09	09-12083	Priority: \$78,846.62 Unsecured: \$64,366.39	2851	12/18/09	09-12073 Priority: \$60,156.46 Unsecured: \$43,773.73
RESINART CORPORATION 1821 PLACENTIA AVE COSTA MESA CA 92627	2620	9/15/09	09-12074	Priority: \$12,318.05	2842	12/11/09	09-12075 Priority: \$9,221.35 Unsecured: \$3,069.57

IN RE: BUILDING MATERIALS HOLDING CORPORATION, ET AL., CASE NO. 09-12074  
CLAIMS TO BE EXPUNGED AS AMENDED AND SUPERSEDED

OBJECTIONABLE CLAIM					SURVIVING CLAIM		
NAME AND ADDRESS OF CLAIMANT	CLAIM NUMBER	DATE FILED	CASE NO.	AMOUNT AND CLASSIFICATION OF CLAIM	CLAIM NUMBER	DATE FILED	CASE NO. AMOUNT AND CLASSIFICATION OF CLAIM
THE BANK OF NEW YORK MELLON NA AS INDENTURE TRUSTEE CIT TECHNOLOGY FINANCING SERVICES INC C/O MARK W ECKARD, REED SMITH LLP 1201 MARKET STREET SUITE 1500 WILMINGTON DE 19801	2440	8/31/09	09-12074	Unsecured: \$600,392.58	2795	11/19/09	09-12074 Unsecured: \$600,392.58
UNITED RENTALS INC ATTN SHARON MARTORANA 2138 ESPEY COURT CROFTON MD 21114	1275	7/31/09	09-12074	Unsecured: \$24,536.71	2582	8/25/09	09-12074 Unsecured: \$24,927.98
WASTE MANAGEMENT C/O JACQUOLYN MILLS 1001 FANNIN ST STE 4000 HOUSTON TX 77002	2695	10/7/09	09-12074	Unsecured: \$26,564.31	2745	10/30/09	09-12074 Unsecured: \$27,396.38
WASTE MANAGEMENT WASTE MANAGEMENT - RMC 2625 W GRANDVIEW RD STE 150 PHOENIX AZ 85023	2585	8/31/09	09-12074	Unsecured: \$7,928.15	2695	10/7/09	09-12074 Unsecured: \$26,564.31
WOOD, SMITH, HENNING & BERMAN, LLP JOEL D. ODOU RE DIST CT CLARK CTY NV CASE#A550178 7670 W. LAKE MEAD BLVD., STE. 250 LAS VEGAS NV 89128	2410	8/31/09	09-12074	Unsecured: \$348,916.89	2766	8/31/09	09-12074 Secured: \$0.00 Priority: \$0.00 Unsecured: \$0.00

## **EXHIBIT C**

### Duplicate Claims

IN RE: BUILDING MATERIALS HOLDING CORPORATION, ET AL., CASE NO. 09-12074  
CLAIMS TO BE EXPUNGED AS DUPLICATE

OBJECTIONABLE CLAIM					SURVIVING CLAIM		
NAME AND ADDRESS OF CLAIMANT	CLAIM NUMBER	DATE FILED	CASE NO.	AMOUNT AND CLASSIFICATION OF CLAIM	CLAIM NUMBER	DATE FILED	CASE NO. AMOUNT AND CLASSIFICATION OF CLAIM
FRANCHISE TAX BOARD BANKRUPTCY SECTION MS A340 PO BOX 2952 SACRAMENTO CA 95812	2785	11/18/09	09-12083	Secured: \$0.00 Priority: \$849.55 Unsecured: \$0.00	2775	11/11/09	09-12083 Secured: \$0.00 Priority: \$849.55 Unsecured: \$0.00
FRANCHISE TAX BOARD BANKRUPTCY SECTION MS A340 PO BOX 2952 SACRAMENTO CA 95812	2786	11/18/09	09-12082	Secured: \$0.00 Priority: \$849.55 Unsecured: \$0.00	2771	11/11/09	09-12082 Secured: \$0.00 Priority: \$849.55 Unsecured: \$0.00
FRANCHISE TAX BOARD BANKRUPTCY SECTION MS A340 PO BOX 2952 SACRAMENTO CA 95812	2787	11/18/09	09-12081	Secured: \$0.00 Priority: \$51,302.55 Unsecured: \$0.00	2774	11/11/09	09-12081 Secured: \$0.00 Priority: \$51,302.55 Unsecured: \$0.00
FRANCHISE TAX BOARD BANKRUPTCY SECTION MS A340 PO BOX 2952 SACRAMENTO CA 95812	2788	11/18/09	09-12080	Secured: \$0.00 Priority: \$265,281.55 Unsecured: \$0.00	2769	11/11/09	09-12080 Secured: \$0.00 Priority: \$265,281.55 Unsecured: \$0.00
FRANCHISE TAX BOARD BANKRUPTCY SECTION MS A340 PO BOX 2952 SACRAMENTO CA 95812	2789	11/18/09	09-12079	Secured: \$0.00 Priority: \$85,653.55 Unsecured: \$0.00	2770	11/11/09	09-12079 Secured: \$0.00 Priority: \$85,653.55 Unsecured: \$0.00
FRANCHISE TAX BOARD BANKRUPTCY SECTION MS A340 PO BOX 2952 SACRAMENTO CA 95812	2790	11/18/09	09-12077	Secured: \$0.00 Priority: \$849.55 Unsecured: \$0.00	2776	11/11/09	09-12077 Secured: \$0.00 Priority: \$849.55 Unsecured: \$0.00

IN RE: BUILDING MATERIALS HOLDING CORPORATION, ET AL., CASE NO. 09-12074  
CLAIMS TO BE EXPUNGED AS DUPLICATE

OBJECTIONABLE CLAIM					SURVIVING CLAIM		
NAME AND ADDRESS OF CLAIMANT	CLAIM NUMBER	DATE FILED	CASE NO.	AMOUNT AND CLASSIFICATION OF CLAIM	CLAIM NUMBER	DATE FILED	CASE NO. AMOUNT AND CLASSIFICATION OF CLAIM
FRANCHISE TAX BOARD BANKRUPTCY SECTION MS A340 PO BOX 2952 SACRAMENTO CA 95812	2791	11/18/09	09-12076	Secured: \$43,156.00 Priority: \$323,509.55 Unsecured: \$0.00	2773	11/11/09	09-12076 Secured: \$43,156.00 Priority: \$323,509.55 Unsecured: \$0.00
FRANCHISE TAX BOARD BANKRUPTCY SECTION MS A340 PO BOX 2952 SACRAMENTO CA 95812	2792	11/18/09	09-12075	Secured: \$0.00 Priority: \$44,469.55 Unsecured: \$0.00	2772	11/11/09	09-12075 Secured: \$0.00 Priority: \$44,469.55 Unsecured: \$0.00
FRANCHISE TAX BOARD BANKRUPTCY SECTION MS A340 PO BOX 2952 SACRAMENTO CA 95812	2793	11/18/09	09-12074	Secured: \$0.00 Priority: \$820,482.08 Unsecured: \$0.00	2768	11/11/09	09-12074 Secured: \$0.00 Priority: \$820,482.08 Unsecured: \$0.00
GMAC PO BOX 130424 ROSEVILLE MN 55113	2722	10/15/09	09-12084	Secured: \$1,396.48	2716	10/16/2009	09-12084 Secured: \$1,396.48
GMAC PO BOX 130424 ROSEVILLE MN 55113	2723	10/15/09	09-12084	Secured: \$491.90	2717	10/16/09	09-12084 Secured: \$491.90
GMAC PO BOX 130424 ROSEVILLE MN 55113	2752	10/26/09	09-12084	Secured: \$491.90	2717	10/16/09	09-12084 Secured: \$491.90

IN RE: BUILDING MATERIALS HOLDING CORPORATION, ET AL., CASE NO. 09-12074  
CLAIMS TO BE EXPUNGED AS DUPLICATE

OBJECTIONABLE CLAIM					SURVIVING CLAIM		
NAME AND ADDRESS OF CLAIMANT	CLAIM NUMBER	DATE FILED	CASE NO.	AMOUNT AND CLASSIFICATION OF CLAIM	CLAIM NUMBER	DATE FILED	CASE NO. AMOUNT AND CLASSIFICATION OF CLAIM
GMAC PO BOX 130424 ROSEVILLE MN 55113	2721	10/15/09	09-12084	Secured: \$2,411.12	2718	10/16/09	09-12084 Secured: \$2,411.12
GMAC PO BOX 130424 ROSEVILLE MN 55113	2753	10/26/09	09-12084	Secured: \$2,411.12	2718	10/16/09	09-12084 Secured: \$2,411.12
GMAC PO BOX 130424 ROSEVILLE MN 55113	2725	10/15/09	09-12084	Secured: \$1,397.41	2719	10/21/09	09-12084 Secured: \$1,397.41
GMAC PO BOX 130424 ROSEVILLE MN 55113	2755	10/26/09	09-12084	Secured: \$1,397.41	2719	10/21/09	09-12084 Secured: \$1,397.41
GMAC PO BOX 130424 ROSEVILLE MN 55113	2724	10/15/09	09-12084	Secured: \$1,407.03	2720	10/21/09	09-12084 Secured: \$1,407.03
GMAC PO BOX 130424 ROSEVILLE MN 55113	2754	10/26/09	09-12084	Secured: \$1,407.03	2720	10/21/09	09-12084 Secured: \$1,407.03



IN RE: BUILDING MATERIALS HOLDING CORPORATION, ET AL., CASE NO. 09-12074  
CLAIMS TO BE EXPUNGED AS DUPLICATE

OBJECTIONABLE CLAIM					SURVIVING CLAIM		
NAME AND ADDRESS OF CLAIMANT	CLAIM NUMBER	DATE FILED	CASE NO.	AMOUNT AND CLASSIFICATION OF CLAIM	CLAIM NUMBER	DATE FILED	CASE NO. AMOUNT AND CLASSIFICATION OF CLAIM
HATHAWAY & SONS INC PO BOX 10270 PALM DESERT CA 92255	2809	11/25/2009	09-12080	Priority: \$1,719.57	146	7/30/09	09-12080 Unsecured: \$794.25
PITNEY BOWES GLOBAL FINANCIAL SERVICES PITNEY BOWES INC ATTN RECOVERY DEPT 27 WATERVIEW DR SHELTON CT 06484	2751	10/20/09	09-12074	Unsecured: \$213,501.11	2738	10/26/09	09-12074 Unsecured: \$213,501.11

## **EXHIBIT D**

### Insufficient Documentation Claims

**IN RE: BUILDING MATERIALS HOLDING CORPORATION, ET AL., CASE NO. 09-12074  
CLAIMS TO BE EXPUNGED AS INSUFFICIENT SUPPORTING DOCUMENTATION**

NAME AND ADDRESS OF CLAIMANT	CLAIM NUMBER	DATE FILED	AMOUNT AND CLASSIFICATION OF CLAIM	CASE NO.	COMMENTS
5029 LP PAMELA J HELMER ESQ ROGER SCOTT & HELMER LLP 1001 MARSHALL ST STE 400 REDWOOD CITY CA 94063	2422	8/31/09	Unsecured: \$36,843.00	09-12075	Based on review of supporting documentation filed with the claim, there is insufficient documentation filed with the claim to determine the grounds for the claim. Based on the Debtors' books and records there is no amount due to this claimant.
AGE INDUSTRIES P.O. BOX 539 CLEBURNE TX 76033	597	8/3/09	Unsecured: \$1,019.25	09-12075	Based on review of supporting documentation filed with the claim, there is insufficient documentation filed with the claim to determine the grounds for the claim. Based on the Debtors' books and records there is no amount due to this claimant.
CITIBANK SOUTH DAKOTA NA EXCEPTION PAYMENT PROCESSING PO BOX 6305 THE LAKES NV 88901	2184	8/24/09	Unsecured: \$5,734.76	09-12077	Based on review of supporting documentation filed with the claim, there is insufficient documentation to support the claim amount. Based on review of the Debtors' books and records, there is no amount owing this claimant. As such, the debtors object to this claim based on insufficient documentation and no liability.
GARCIA, ANDRES 1015 VALENCIA, APT D COSTA MESA CA 92626	2295	8/31/09	Unsecured: \$4,000.00	09-12076	Based on review of the claim, there is insufficient supporting documentation filed with the claim. Per review of the Debtors' books and records, there is no amount owing to this claimant.
GONZALEZ, JOSE L.T. 64375 VERONA RD CATHEDRAL CITY CA 92234	901	8/10/09	Blank	09-12080	Based on review of the claim, there is insufficient supporting documentation filed with the claim. Per review of the Debtors' books and records, there is no amount owing to this claimant.
RODRIGUEZ-MORENO, JORGE 16133 BELZEWBI LATHROP CA 95330	2203	8/28/09	Unsecured: \$3,800.00	09-12074	Based on review of the claim, there is insufficient supporting documentation filed with the claim. Per review of the Debtors' books and records, there is no amount owing to this claimant.

IN RE: BUILDING MATERIALS HOLDING CORPORATION, ET AL., CASE NO. 09-12074  
CLAIMS TO BE EXPUNGED AS INSUFFICIENT SUPPORTING DOCUMENTATION

NAME AND ADDRESS OF CLAIMANT	CLAIM NUMBER	DATE FILED	AMOUNT AND CLASSIFICATION OF CLAIM	CASE NO.	COMMENTS
TEAM 5 PROPERTIES INC PAMELA J HELMER ESQ ROGER SCOTT & HELMER LLP 1001 MARSHALL ST STE 400 REDWOOD CITY CA 94063	2421	8/31/09	Unsecured: \$36,843.00	09-12075	Based on review of supporting documentation filed with the claim, there is insufficient documentation filed with the claim to determine the grounds for the claim. Based on the Debtors' books and records there is no amount due to this claimant.

**EXHIBIT E**

Late Filed Claims

**IN RE: BUILDING MATERIALS HOLDING CORPORATION, ET AL., CASE NO. 09-12074  
CLAIMS TO BE EXPUNGED AS LATE**

<b>NAME AND ADDRESS OF CLAIMANT</b>	<b>CLAIM NUMBER</b>	<b>DATE FILED</b>	<b>AMOUNT AND CLASSIFICATION OF CLAIM</b>	<b>CASE NO.</b>
ABSOLUTELY CABINETS 5940 W 38TH AVE WHEAT RIDGE CO 80212	2740	10/26/09	Priority: \$340.00	09-12075
ADT SECURITY SERVICES ADT SECURITY SERVICES INC 14200 E EXPOSITION AVENUE AURORA CO 80012	2778	11/6/09	Unsecured: \$1,432.45	09-12074
ADT SECURITY SERVICES ADT SECURITY SERVICES INC 14200 E EXPOSITION AVENUE AURORA CO 80012	2777	11/6/09	Unsecured: \$7,517.89	09-12074
ALADDIN INDUSTRIES, INC. 150 WEST 2950 SOUTH SALT LAKE CITY UT 84115	2841	12/11/09	Unsecured: \$1,399.00	09-12075
ALAMO IRON WORKS INC PO BOX 943 SAN ANTONIO TX 78291	2737	10/23/09	Unsecured: \$855.02	09-12075
ALEXANDER LISYANSKY 104 ADDISION LN GREENVALE NY 11548	2682	10/2/09	Priority: \$6,800.00	09-12074
ALEXANDRIA MOULDING INC PO BOX 169 MOXEE WA 98936	2712	10/21/09	Priority: \$58,861.13 Unsecured: \$86,322.45	09-12075
ALLTEL BANKRUPTCY DEPARTMENT - 1269B5I03-B ALLTEL CORPORATION 1 ALLIED DRIVE LITTLE ROCK AR 72202	2681	9/22/09	Unsecured: \$8,546.71	09-12074
ALLTEL BANKRUPTCY DEPT 1269 B5B103-B 1 ALLIED DR LITTLE ROCK AR 72202	2746	10/20/09	Unsecured: \$1,551.97	09-12075

**IN RE: BUILDING MATERIALS HOLDING CORPORATION, ET AL., CASE NO. 09-12074  
CLAIMS TO BE EXPUNGED AS LATE**

<b>NAME AND ADDRESS OF CLAIMANT</b>	<b>CLAIM NUMBER</b>	<b>DATE FILED</b>	<b>AMOUNT AND CLASSIFICATION OF CLAIM</b>	<b>CASE NO.</b>
AMERICAN MACHINERY WORKS INC 4415 S 32ND STREET PHOENIX AZ 85040	2726	10/15/09	Unsecured: \$2,184.00	09-12076
AMERICAN METAL PRODUCTS P.O. BOX 102377 ATLANTA GA 30368	2743	10/28/09	Priority: \$809.96	09-12075
ANNONA MANUFACTURING CO P.O. BOX 287 ANNONA TX 75550	2783	11/17/09	Priority: \$3,345.45 Unsecured: \$3,736.28	09-12075
APROTEX CORPORATION 1011 W WASHINGTON AVENUE MIDLAND TX 79701	2801	11/23/09	Priority: \$1,266.46 Unsecured: \$227.32	09-12075
AREA IRON & STEEL WORKS INC 4605 OSBORNE DR EL PASO TX 79922	2691	10/6/09	Priority: \$1,757.50	09-12075
BEARING CHAIN & SUPPLY INC 3244 GARDENBROOK DR FARMERS BRANCH TX 75234	2671	9/28/09	Unsecured: \$640.50	09-12075
BEEHIVE GLASS 3070 E 3300 S SALT LAKE CITY UT 84109	2709	10/20/09	Unsecured: \$274.40	09-12075
BLUEBONNET MOTORS INC 351 I H 35 SOUTH NEW BRAUNFELS TX 78130	2692	10/6/09	Priority: \$5,104.40	09-12074
BOMAN & KEMP P.O. BOX 9725 OGDEN UT 84409	2739	10/26/09	Priority: \$1,639.53	09-12075

**IN RE: BUILDING MATERIALS HOLDING CORPORATION, ET AL., CASE NO. 09-12074  
CLAIMS TO BE EXPUNGED AS LATE**

NAME AND ADDRESS OF CLAIMANT	CLAIM NUMBER	DATE FILED	AMOUNT AND CLASSIFICATION OF CLAIM	CASE NO.
BOMAN & KEMP PO BOX 9725 OGDEN UT 84409	2839	12/3/09	Priority: \$1,639.53	09-12075
BOWMAN AND BROOKE LLP ATTN: DANIEL J. SMITH RE MERCED SUP CT 1741 TECHNOLOGY DR., #200 SAN JOSE CA 95110	2705	10/19/09	Blank	09-12074
CARGO SOLUTIONS 2673 FREEWOOD DRIVE DALLAS TX 75220	2762	11/3/09	Unsecured: \$233.66	09-12075
CASTLE DOOR & MILLWORK INC 7400 SAND STREET BLDG 20 FT WORTH TX 76118	2779	11/12/09	Priority: \$7,900.50 Unsecured: \$17,156.00	09-12075
CHAMPION RECYCLING & SERVICES 2700 N 3RD ST #2000 PHOENIX AZ 85004	2689	10/5/09	Unsecured: \$910.75	09-12074
CHAMPION RECYCLING & SERVICES 2700 N. 3RD STREET, #2000 PHOENIX AZ 85004	2688	10/5/09	Unsecured: \$543.60	09-12074
CINTAS CORPORATION P.O. BOX 390365 DENVER CO 80239	2662	9/25/09	Unsecured: \$332.50	09-12075
CIT TECHNOLOGY FINANCING SERVICES INC BANKRUPTCY PROCESSING SOLUTIONS INC 800 E SONTERRA BLVD SUITE 240 SAN ANTONIO TX 78258	2680	9/22/09	Unsecured: \$377.36	09-12074
CIT TECHNOLOGY FINANCING SERVICES INC BANKRUPTCY PROCESSING SOLUTIONS INC 800 E SONTERRA BLVD SUITE 240 SAN ANTONIO TX 78258	2834	12/8/09	Unsecured: \$104,172.60	09-12074



**IN RE: BUILDING MATERIALS HOLDING CORPORATION, ET AL., CASE NO. 09-12074  
CLAIMS TO BE EXPUNGED AS LATE**

<b>NAME AND ADDRESS OF CLAIMANT</b>	<b>CLAIM NUMBER</b>	<b>DATE FILED</b>	<b>AMOUNT AND CLASSIFICATION OF CLAIM</b>	<b>CASE NO.</b>
CITIBANK SOUTH DAKOTA NA DBA 4740 21ST ST URBAN DALE IA 50323	2730	10/13/09	Unsecured: \$1,775.64	09-12075
CLARKS HARDWOOD LUMBER CO LP 700 E 5 1/2 ST HOUSTON TX 77007	2701	10/14/09	Priority: \$5,030.88 Unsecured: \$2,577.70	09-12075
COLORADO COIN OPERATIONS, LLC P.O. BOX 52 MANITOU SPRINGS CO 80829	2659	9/24/09	Priority: \$126.58	09-12075
COMMERCIAL AIR SERVICES PO BOX 38238 DALLAS TX 75238	2741	10/27/09	Unsecured: \$866.54	09-12075
CONCENTRIC SAW & TOOL P.O. BOX 10648 COLLEGE STATION TX 77842	2736	10/23/09	Unsecured: \$670.28	09-12075
D&R SAW & TOOL, INC. 11060 HARRY HINES BLVD. DALLAS TX 75229	2715	10/22/09	Priority: \$1,364.24 Unsecured: \$1,364.24	09-12075
D&R SAW & TOOL, INC. 11060 HARRY HINES BLVD. DALLAS TX 75229	2714	10/22/09	Priority: \$672.62 Unsecured: \$672.62	09-12075
DAVIES PEARSON PC 920 FAWCETT AVENUE TACOMA WA 98402	2684	10/5/09	Unsecured: \$10,988.32	09-12075
DELTA FIRE, INC. 14795 SW 72ND AVENUE PORTLAND OR 97224	2673	9/28/09	Unsecured: \$823.66	09-12075

**IN RE: BUILDING MATERIALS HOLDING CORPORATION, ET AL., CASE NO. 09-12074  
CLAIMS TO BE EXPUNGED AS LATE**

<b>NAME AND ADDRESS OF CLAIMANT</b>	<b>CLAIM NUMBER</b>	<b>DATE FILED</b>	<b>AMOUNT AND CLASSIFICATION OF CLAIM</b>	<b>CASE NO.</b>
DYNAMIC IMAGING ATTN CHRIS KATZ 1924 T STREET SACRAMENTO CA 95811	2670	9/28/09	Unsecured: \$157.89	09-12077
FORD COUNTRY OF LEWISVILLE 1144 N STEMMONS LEWISVILLE TX 75067	2698	10/12/09	Priority: \$2,911.00	09-12074
GRACE L CLUTE AND JEANETTE E CLUTE 5667 WHITEHAVEN DRIVE TROY MI 48085	2713	10/20/09	Unsecured: \$17,604.74	09-12074
GSA HOME ENERGY SOLUTIONS LLC C/O GRAVES DOUGHERTY HEARON & MOODY PC ATTN JAMES V HOFFNER 401 CONGRESS AVE SUITE 2200 AUSTIN TX 78701	2853	12/18/09	Unsecured: \$1,114,147.60	09-12075
GUILLERMO MENDOZA LAW OFFICES OF RAMIN R YOUNESSI A PLC 3435 WILSHIRE BLVD SUITE 2370 LOS ANGELES CA 90010	2840	12/7/09	Priority: \$10,950.00 Unsecured: \$739,050.00	09-12079
HENRY GIOVANNETTI 1930 JOHNSON DR CONCORD CA 94520	2765	11/9/09	BLANK	09-12074
HUDGINS COMPANY 2201 PATTERSON INDUSTRIAL DR STE 200 PFLUGERVILLE TX 78660	2856	12/22/09	Priority: \$539.11	09-12075
HUETTER MILL AND CABINET 311 S STATE SUITE 380 SALT LAKE CITY UT 84111	2669	9/28/09	Priority: \$1,278.33 Unsecured: \$5,878.05	09-12075
HYJ DIESEL JOSE RODARTE 13180 ROUND DANCE RD EL PASO TX 79936	2685	10/5/09	Priority: \$400.00	09-12075

**IN RE: BUILDING MATERIALS HOLDING CORPORATION, ET AL., CASE NO. 09-12074  
CLAIMS TO BE EXPUNGED AS LATE**

<b>NAME AND ADDRESS OF CLAIMANT</b>	<b>CLAIM NUMBER</b>	<b>DATE FILED</b>	<b>AMOUNT AND CLASSIFICATION OF CLAIM</b>	<b>CASE NO.</b>
IENGER ENT DBA KEARNS TOWING KEARNS TOWING 2881 S 3600 W WEST VALLEY UT 84119	2687	10/5/09	Unsecured: \$309.25	09-12075
INDUSTRIAL TOOL & SUPPLY UNIT 43 P.O. BOX 4800 PORTLAND OR 97208	2699	10/12/09	Priority: \$286.82	09-12084
INTERMOUNTAIN RURAL ELECTRIC ASSOCIATION 5496 NORTH US HIGHWAY 85 SEDALIA CO 80135	2750	10/21/09	Unsecured: \$1,738.26	09-12074
INTRALINKS INC ATTN FRAN SULZER VP A/R 150 EAST 42ND ST 8TH FLOOR NEW YORK NY 10017	2679	9/28/09	Unsecured: \$747.00	09-12074
KLINGSPOR PO BOX 2367 HICKORY NC 28603	2847	12/16/09	Unsecured: \$814.25	BLANK
KPAX COMMUNICATIONS, INC ATTN TAMMY ENGLE PO BOX 4827 MISSOULA MT 59806	2676	9/30/09	Priority: \$707.50	09-12075
LIGNUM FOREST PRODUCTS LLP #1330 - 999 W HASTINGS ST VANCOUVER BC V6C 2W2 CANADA	2797	11/20/09	Unsecured: \$31,409.00	BLANK
LIGNUM FOREST PRODUCTS,, LLP #1300 - 999 W HASTINGS ST VANCOUVER BC V6C2W2 CANADA	2796	11/20/09	Unsecured: \$10,281.75	BLANK
MARIA MCKINLEY 6914 LOST TIMBER LANE RICHMOND TX 77471	2760	11/2/09	Unsecured: \$9,000.00	09-12075

**IN RE: BUILDING MATERIALS HOLDING CORPORATION, ET AL., CASE NO. 09-12074  
CLAIMS TO BE EXPUNGED AS LATE**

NAME AND ADDRESS OF CLAIMANT	CLAIM NUMBER	DATE FILED	AMOUNT AND CLASSIFICATION OF CLAIM	CASE NO.
MARTINEZ, RAMON M 16735 AVENIDA ATCZADA DHS CA 92240	2707	10/19/09	Unsecured: \$8,500.00	09-12074
MICHAEL LEE ATTN STEVEN M BAKER ESQ NBN 4522 C/O BENSON BERTOLDO BAKER & CARTER CHTD 7408 W SAHARA AVENUE LAS VEGAS NV 89117	2782	11/17/09	Unsecured: \$450,000.00	09-12074
MICHAEL LEE ATTN STEVEN M BAKER ESQ NBN 4522 C/O BENSON BERTOLDO BAKER & CARTER CHTD 7408 W SAHARA AVENUE LAS VEGAS NV 89117	2816	12/2/09	Unsecured: \$450,000.00	09-12074
MONTOYA, RUBEN 5504 W CINNABAR GLENDALE AZ 85302	2711	10/20/09	Priority: \$0.00 Unsecured: \$726.00	09-12076
MOUNTAIN STATES COMMERCIAL CREDIT MANAGEMENT 333 W HAMPDEN AVE STE 425 ENGLEWOOD CO 80110	2700	10/14/09	Unsecured: \$789.64	09-12075
MOUNTAIN WEST COOPERATIVE 4570 NORTH RESERVE MISSOULA MT 59808	2820	11/30/09	Secured: \$0.00 Unsecured: \$0.00 Priority: \$8,703.40	09-12075
MY DADDY'S AUTOMOTIVE MY DADDY'S AUTOMOTIVE & EXHAUST 7205 NE HWY 99 VANCOUVER WA 98665	2661	9/25/09	Unsecured: \$246.56	09-12075
ORLANDO AMADOR 2751 E BONANZA #1096 LAS VEGAS NV 89101	2727	10/19/09	Secured: \$0.00 Priority: \$16,000.00	09-12074
PELICAN BAY FOREST PRODUCTS PO BOX 4900 UNIT 76 PORTLAND OR 97208	2838	12/3/09	Unsecured: \$2,471.04	09-12075

**IN RE: BUILDING MATERIALS HOLDING CORPORATION, ET AL., CASE NO. 09-12074  
CLAIMS TO BE EXPUNGED AS LATE**

NAME AND ADDRESS OF CLAIMANT	CLAIM NUMBER	DATE FILED	AMOUNT AND CLASSIFICATION OF CLAIM	CASE NO.
PITNEY BOWES GLOBAL FINANCIAL SERVICES PITNEY BOWES INC ATTN RECOVERY DEPT 27 WATERVIEW DRIVE SHELTON CT 06484	2738	10/26/09	Unsecured: \$213,501.11	09-12074
PRAXAIR DISTRIBUTION INC C/O RMS BANKRUPTCY RECOVERY SERVICES PO BOX 5126 TIMONIUM MD 21094	2665	9/21/09	Priority: \$600.00 Unsecured : \$242.81	09-12075
PROFESSIONAL TECHNICAL SERVICE 607 ELMIRA ROAD, #145 VACAVILLE CA 95687	2849	12/17/09	Unsecured: \$471.85	09-12077
PROFESSIONAL TECHNICAL SERVICE 607 ELMIRA ROAD, #145 VACAVILLE CA 95687	2850	12/18/09	Unsecured: \$472.00	09-12077
PROTECTION ONE C/O CREDITORS BANKRUPTCY SERVICE PO BOX 740933 DALLAS TX 75374	2678	9/25/09	Unsecured: \$415.48	09-12074
QUICKFLASH WEATHERPROOFING PRODUCTS INC 4129 WAGON TRAIL AVE LAS VEGAS NV 89118	2677	10/1/09	Priority: \$2,880.00	09-12075
REED MILL & LUMBER CO INC 4510 WYNKOOP ST DENVER CO 80216	2686	10/5/09	Priority: \$6,437.17	09-12075
RESINART CORPORATION ATTN RHENDA FOSTER 1621 PLACENTIA AVE NEWPORT BEACH CA 92627	2826	12/7/09	Priority: \$9,221.35 Unsecured: \$3,069.57	09-12075
RIO GRANDE MATERIAL DAMAVAND TRADING, LLC P.O. BOX 889 LAVEEN AZ 85339	2674	9/28/09	Priority: \$70.00 Unsecured: \$245.00	09-12084

**IN RE: BUILDING MATERIALS HOLDING CORPORATION, ET AL., CASE NO. 09-12074  
CLAIMS TO BE EXPUNGED AS LATE**

<b>NAME AND ADDRESS OF CLAIMANT</b>	<b>CLAIM NUMBER</b>	<b>DATE FILED</b>	<b>AMOUNT AND CLASSIFICATION OF CLAIM</b>	<b>CASE NO.</b>
RSC EQUIPMENT RENTAL INC RENTAL SERVICE CORP - MPLS CREDIT 3200 HARBOR LANE N SUITE 100 MINNEAPOLIS MN 55447	2693	10/6/09	Unsecured: \$1,019.75	09-12075
SANTEX TRUCK CENTERS LTD 1380 ACKERMAN RD SAN ANTONIO TX 78219	2759	11/2/09	Priority: \$415.14	09-12075
SELKIRK P.O. BOX 102639 ATLANTA GA 30368	2742	10/28/09	Unsecured: \$5,476.95	BLANK
SERVALITO PRODUCTS INC 3451 MORTON DR EAST MOLINE IL 61244	2706	10/19/09	Unsecured: \$68.16	09-12075
SOUTHERN COUNTIES LUBRICANTS LLC P.O. BOX 5765 SANTA ANA CA 92705	2675	9/15/09	Unsecured: \$1,393.16	09-12079
STAPLES INC 300 ARBOR LAKE DRIVE COLUMBIA SC 29223	2767	11/9/09	Unsecured: \$266.86	09-12074
STAPLES INC 300 ARBOR LAKE DRIVE COLUMBIA SC 29223	2818	11/10/09	Unsecured: \$266.86	09-12074
THE SHERWIN-WILLIAMS CO 11840 N 28TH DR STE 101 PHOENIX AZ 85029	2728	10/9/09	Unsecured: \$413.87	09-12082
TOMBALL FOREST LTD 16801 F M 2920 TOMBALL TX 77377	2683	10/2/09	Priority: \$80,768.50	09-12075

**IN RE: BUILDING MATERIALS HOLDING CORPORATION, ET AL., CASE NO. 09-12074  
CLAIMS TO BE EXPUNGED AS LATE**

<b>NAME AND ADDRESS OF CLAIMANT</b>	<b>CLAIM NUMBER</b>	<b>DATE FILED</b>	<b>AMOUNT AND CLASSIFICATION OF CLAIM</b>	<b>CASE NO.</b>
TOMBALL FOREST LTD 16801 F M 2920 TOMBALL TX 77377	2857	12/29/09	Priority: \$80,768.50	09-12075
V-1 PROPANE 1770 N HOLMES AVENUE IDAHO FALLS ID 83403	2803	11/23/09	Priority: \$0.00 Unsecured: \$619.80	09-12075
V-1 PROPANE P O BOX 2436 1800 NO HOLMES IDAHO FALLS ID 83403	2802	11/23/09	Priority: \$401.58 Unsecured: \$300.02	BLANK
W.W. GRAINGER, INC. 7300 N. MELVINA M240 NILES IL 60714	2763	10/27/09	Unsecured: \$2,932.31	09-12074
WOLF STEEL USA INC 24 NAPOLEON RD BARRIE, ONTARIO L4M 4Y8, CANADA	2660	9/25/09	Priority: \$3,855.72 Unsecured: \$19,971.14	09-12075

**EXHIBIT F**

No Documentation Claims



IN RE: BUILDING MATERIALS HOLDING CORPORATION, ET AL., CASE NO. 09-12074  
CLAIMS TO BE EXPUNGED AS NO SUPPORTING DOCUMENTATION

NAME AND ADDRESS OF CLAIMANT	CLAIM NUMBER	DATE FILED	AMOUNT AND CLASSIFICATION OF CLAIM	CASE NO.	REASON FOR DISALLOWANCE
BRO-HAHN CONSTRUCTION ALLISON CHERRY LAFFERTY KROLOFF BELCHER SMART PERRY & CHRISTOPHE 7540 SHORELINE DR STOCKTON CA 95219	2383	8/31/09	Unsecured: \$50,000.00	09-12074	No supporting documentation filed with the claim, and based on the Debtors' books and records, the Debtors do not believe that any amounts are due and owing to the claimant.
LAW OFFICE OF HAYES & WELSH GARRY L. HAYES RE ASHMUS/KD DEV/TUDOR PARK 199 N. ARROYO GRANDE BLVD., #200 HENDERSON NV 89074	2385	8/31/09	Unliquidated	09-12083	No supporting documentation filed with the claim, and based on the Debtors' books and records, the Debtors do not believe that any amounts are due and owing to the claimant.
MARTINEZ, ALEJANDRO 1361 IMPERIAL BEACH BLVD IMPERIAL BCH CA 91932	1338	8/18/09	Unliquidated	09-12081	No supporting documentation filed with the claim, and based on the Debtors' books and records, the Debtors do not believe that any amounts are due and owing to the claimant.
MARTINEZ, ALEJANDRO S. 1361 IMPERIAL BEACH BLVD IMPERIAL BCH CA 91932	1233	8/17/09	Unliquidated	09-12081	No supporting documentation filed with the claim, and based on the Debtors' books and records, the Debtors do not believe that any amounts are due and owing to the claimant.
MULLEN, LEO G 1811 ROBINSON IRVING TX 75060	1336	8/18/09	Unliquidated	09-12074	No supporting documentation filed with the claim, and based on the Debtors' books and records, the Debtors do not believe that any amounts are due and owing to the claimant.
SPRINGEL & FINK, LLP ADAM H. SPRINGEL RE DIST CT CLARK CTY NV CASE#A565461 2475 VILLAGE VIEW DRIVE, STE. 250 HENDERSON NV 89074	2386	8/31/09	Unliquidated	09-12083	No supporting documentation filed with the claim, and based on the Debtors' books and records, the Debtors do not believe that any amounts are due and owing to the claimant.

IN RE: BUILDING MATERIALS HOLDING CORPORATION, ET AL., CASE NO. 09-12074  
CLAIMS TO BE EXPUNGED AS NO SUPPORTING DOCUMENTATION

NAME AND ADDRESS OF CLAIMANT	CLAIM NUMBER	DATE FILED	AMOUNT AND CLASSIFICATION OF CLAIM	CASE NO.	REASON FOR DISALLOWANCE
TODD SIMIANER(CONT) 105 UNIVERSITY AVENUE MISSOULA MT 59801	709	8/5/09	Unsecured: \$500.00	09-12075	No supporting documentation filed with the claim, and based on the Debtors' books and records, the Debtors do not believe that any amounts are due and owing to the claimant.

## **ATTACHMENT 7**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

<b>In re:</b>	)	<b>Chapter 11</b>
	)	
<b>BUILDING MATERIALS HOLDING</b>	)	<b>Case No. 09-12074 (KJC)</b>
<b>CORPORATION, <i>et al.</i>,<sup>1</sup></b>	)	
	)	<b>Jointly Administered</b>
<b>Reorganized Debtors.</b>	)	
	)	<b>Ref. Docket Nos. 1341 and <u>1424</u></b>
	)	

**ORDER SUSTAINING, IN PART, REORGANIZED DEBTORS' ELEVENTH  
OMNIBUS (NON-SUBSTANTIVE) OBJECTION TO CLAIMS  
PURSUANT TO SECTION 502(b) OF THE BANKRUPTCY CODE,  
BANKRUPTCY RULES 3003 AND 3007 AND LOCAL RULE 3007-1**

Upon consideration of the eleventh omnibus (non-substantive) objection (the "Objection")<sup>2</sup> of the above-captioned reorganized debtors (collectively, the "Reorganized Debtors") for the entry of an order, pursuant to section 502(b) of title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. (the "Bankruptcy Code"), Rules 3003 and 3007 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") and Rule 3007-1 of the Local Rules of Bankruptcy Practice and Procedure for the United States Bankruptcy Court for the District of Delaware (the "Local Rules"), reassigning, modifying or disallowing and expunging in full each of the Disputed Claims identified on Exhibits A, B, C, D, E, and F attached hereto; and it appearing that due and sufficient notice of the Objection has been given under the circumstances;

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<sup>1</sup> The Reorganized Debtors, along with the last four digits of each Reorganized Debtor's tax identification number, are as follows: Building Materials Holding Corporation (4269), BMC West Corporation (0454), SelectBuild Construction, Inc. (1340), SelectBuild Northern California, Inc. (7579), Illinois Framing, Inc. (4451), C Construction, Inc. (8206), TWF Construction, Inc. (3334), H.N.R. Framing Systems, Inc. (4329), SelectBuild Southern California, Inc. (9378), SelectBuild Nevada, Inc. (8912), SelectBuild Arizona, LLC (0036), and SelectBuild Illinois, LLC (0792). The mailing address for the Reorganized Debtors is 720 Park Boulevard, Suite 200, Boise, Idaho 83712.

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Objection.

and after due deliberation and upon the Court's determination that the relief requested in the Objection is in the best interests of the Reorganized Debtors, their estates and creditors and other parties in interest; and sufficient cause appearing for the relief requested in the Objection, it is hereby:

**ORDERED, ADJUDGED AND DECREED that:**

1. The Objection is sustained to the extent provided for herein and on Exhibits A, B, C, D, E, and F attached hereto.
2. Pursuant to section 502(b) of the Bankruptcy Code, Bankruptcy Rules 3003 and 3007 and Local Rule 3007-1, the Disputed Claims identified on the attached Exhibit A are hereby reassigned to the New Case Numbers as indicated on Exhibit A.
3. Pursuant to section 502(b) of the Bankruptcy Code, Bankruptcy Rules 3003 and 3007 and Local Rule 3007-1, the Disputed Claims identified on Exhibits B, C, D, E, and F attached hereto are hereby disallowed and expunged in their entirety.
4. Claim Number 2686 (the "Reed Mill Proof of Claim") filed by Reed Mill & Lumber Co. Inc. ("Reed Mill") is hereby deemed timely filed and no other action needs to be taken by Reed Mill with respect to the filing of the Reed Mill Proof of Claim.
5. Pursuant to section 502(b) of the Bankruptcy Code, Bankruptcy Rules 3003 and 3007 and Local Rule 3007-1, on account of the Reed Mill Proof of Claim, Reed Mill shall have: (i) an allowed administrative expense claim in the amount of \$5,500.00 under section 503(b)(9) of the Bankruptcy Code (the "Reed Mill 503(b)(9) Claim"); and (ii) an allowed general unsecured claim in the amount of \$937.17 (the "Reed Mill General Unsecured Claim"). The Reed Mill 503(b)(9) Claim and the Reed Mill General Unsecured Claim shall be treated in accordance with the provisions of that certain Joint Plan of Reorganization for the Debtors Under

Chapter 11 of the Bankruptcy Code Amended December 14, 2009 (With Technical Modifications) (the “Plan”).

6. Claim Number 2712 (the “Alexandria Proof of Claim”) filed by Alexandria Moulding, Inc. (“Alexandria”) is hereby deemed timely filed and no other action needs to be taken by Alexandria with respect to the filing of the Alexandria Proof of Claim.

7. Pursuant to section 502(b) of the Bankruptcy Code, Bankruptcy Rules 3003 and 3007 and Local Rule 3007-1, on account of the Alexandria Proof of Claim, Alexandria shall have: (i) an allowed administrative expense claim in the amount of \$40,000.00 under section 503(b)(9) of the Bankruptcy Code (the “Alexandria 503(b)(9) Claim”); and (ii) an allowed general unsecured claim in the amount of \$105,183.58 (the “Alexandria General Unsecured Claim”). The Alexandria 503(b)(9) Claim and the Alexandria General Unsecured Claim shall be treated in accordance with the provisions of the Plan.

8. The Reed Mill 503(b)(9) Claim and the Alexandria 503(b)(9) Claim granted herein shall each be binding on the Debtors, the Debtors’ estates and any successors to the Debtors.

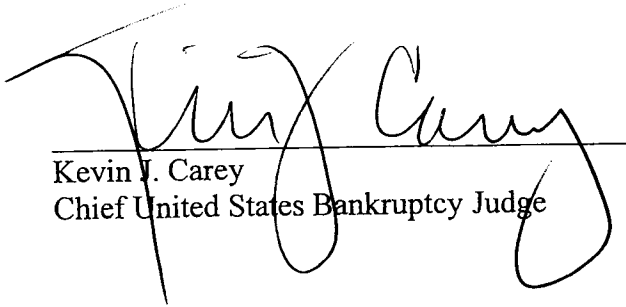
9. The Debtors’ claims and noticing agent shall mark the Reed Mill Proof of Claim and the Alexandria Proof of Claim in accordance with the provisions of this Order.

10. The Reorganized Debtors (and any successors or successors in interest) reserve any and all rights to amend, modify or supplement this Objection, and to file additional objections to any and all claims filed in these chapter 11 cases, including, without limitation, any and all claims that are the subject of the Objection, except for the allowed Alexandria 503(b)(9) claim and the allowed Alexandria General Unsecured Claim.

11. The Reorganized Debtors (and any successors or successors in interest) reserve any and all rights to object to any and all of the Disputed Claims on any and all grounds in any and all additional objections to claims filed in these chapter 11 cases except for the allowed Alexandria 503(b)(9) claim and the allowed Alexandria General Unsecured Claim.

12. This Court shall retain jurisdiction over any and all affected parties with respect to any and all matters, claims or rights arising from or related to the implementation or interpretation of this Order.

Dated: Wilmington, Delaware  
February 22, 2010



Kevin J. Carey  
Chief United States Bankruptcy Judge

**EXHIBIT A**

Wrong Debtor Claims



IN RE: BUILDING MATERIALS HOLDING CORPORATION, ET AL., CASE NO. 09-12074  
CLAIMS TO BE REASSIGNED TO A NEW CASE NUMBER

OBJECTIONABLE CLAIM				REASSIGNED CLAIM	
NAME AND ADDRESS OF CLAIMANT	CLAIM NUMBER	DATE FILED	CASE NO.	AMOUNT AND CLASSIFICATION OF CLAIM	REASON FOR REASSIGNMENT
3 BOULDERS LLC 45311 GOLF CENTER PARKWAY, B INDRO CA 92201	1326	8/18/09	09-12080	Unsecured: \$4,995.00	Based on review of supporting documentation filed with the claim, the claim should be against SelectBuild Construction, Inc.
A1 MECHANICAL INC 5985 S POLARIS AVE LAS VEGAS NV 89118	1413	8/21/09	09-12083	Unsecured: \$2,150.00	Based on review of supporting documentation filed with the claim, the claim should be against SelectBuild Arizona, LLC.
ACCURATE LASER PRINTER SERVICES INC 925 S ALLANTE PL BOISE ID 83709	875	8/10/09	09-12075	Unsecured: \$780.59	Based on review of supporting documentation filed with the claim, the claim should be against Building Materials Holding Corporation.
ACME BRICK COMPANY 325 AMERICAS AVENUE EL PASO TX 79607	1236	8/17/09	09-12074	Priority: \$482.16 Unsecured: \$4,781.20	Based on review of supporting documentation filed with the claim, the claim should be against BMC West Corporation.
ACTIVANT SOLUTIONS INC ATTN DIANNE BARBOSA, LEGAL ADMINISTRATOR 804 LAS CINAS PARKWAY AUSTIN TX 78746	805	8/7/09	09-12074	Unsecured: \$17,728.26	Based on review of supporting documentation filed with the claim, the claim should be against BMC West Corporation.
ADVANCED IMAGING SOLUTIONS, INC. 3880 N. RANCHO DRIVE LAS VEGAS NV 89130	472	8/3/09	09-12082	Unsecured: \$124.72	Based on review of the Debtors' books and records, the claim should be against SelectBuild Construction, Inc.

IN RE: BUILDING MATERIALS HOLDING CORPORATION, ET AL., CASE NO. 09-12074  
CLAIMS TO BE REASSIGNED TO A NEW CASE NUMBER

OBJECTIONABLE CLAIM				REASSIGNED CLAIM	
NAME AND ADDRESS OF CLAIMANT	CLAIM NUMBER	DATE FILED	CASE NO.	AMOUNT AND CLASSIFICATION OF CLAIM	REASON FOR REASSIGNMENT
AIR LOUVERS INC PO BOX 88 SDS 12-2648 MINNEAPOLIS MN 55486	655	8/5/09	09-12074	Unsecured: \$6,188.51	Based on review of supporting documentation filed with the claim, the claim should be against BMC West Corporation.
ARGAS SAFETY INC 128 WHARTON RD BRISTOL PA 19007	2655	9/21/09	09-12074	Unsecured: \$1,906.75	Based on review of supporting documentation filed with the claim, the claim should be against BMC West Corporation.
ALLIED BUILDING PRODUCTS CORPORATION ATTN DONNA HARRINGTON 310 JUNE ROAD BLANDON PA 19510	967	8/6/09	09-12074	Unsecured: \$11,163.52	Based on review of supporting documentation filed with the claim, the claim should be against BMC West Corporation.
ALPINE LUMBER SALES PO BOX 1285 WALLIS TX 77378	262	7/31/09	09-12074	Unsecured: \$13,287.04	Based on review of supporting documentation filed with the claim, the claim should be against BMC West Corporation.
ALTERNATIVE HOSE INC 3141 N 35TH AVE PHOENIX AZ 85017	1502	8/24/09	09-12083	Unsecured: \$325.95	Based on review of supporting documentation filed with the claim, the claim should be against SelectBuild Arizona, LLC.
AMTI LLP 720 SUSANNA WAY HENDERSON NV 89011	148	7/30/09	09-12084	Unsecured: \$1,500.00	Based on review of supporting documentation filed with the claim, the claim should be against SelectBuild Nevada, Inc.

IN RE: BUILDING MATERIALS HOLDING CORPORATION, ET AL., CASE NO. 08-12074  
CLAIMS TO BE REASSIGNED TO A NEW CASE NUMBER

OBJECTIONABLE CLAIM				REASSIGNED CLAIM		
NAME AND ADDRESS OF CLAIMANT	CLAIM NUMBER	DATE FILED	CASE NO.	AMOUNT AND CLASSIFICATION OF CLAIM	CASE NO. OF REASSIGNED CLAIM	REASON FOR REASSIGNMENT
AMM PACKAGING AMERICAN MACHINERY WORKS INC 4415 S 32ND STREET PHOENIX AZ 85040	2540	8/14/09	No debtor identified	Unsecured: \$2,184.00	09-12084	Based on review of supporting documentation filed with the claim, the claim should be against SelectBuild Arizona, LLC.
ARROWHEAD REBAR LP 4708 SINGLETON BLVD DALLAS TX 75212	964	8/5/09	09-12074	Unsecured: \$12,610.54	09-12075	Based on review of supporting documentation filed with the claim, the claim should be against BMC West Corporation.
AT&T CORP C/O JAMES GRUDUS ESQ AT&T SERVICES INC ONE AT&T WAY ROOM 3A218 BEDMINSTER NJ 07924	1179	8/17/09	09-12074	Unsecured: \$20,515.22	09-12075	Based on review of supporting documentation filed with the claim, the claim should be against BMC West Corporation.
BEECHCRAFT PRODUCTS, INC. 1100 NORTH SAGINAW ST DURAND MI 48428	402	8/3/09	09-12074	Priority: \$286.50 Unsecured: \$2,423.58	09-12075	Based on review of supporting documentation filed with the claim, the claim should be against BMC West Corporation.
BURKETT'S OFFICE 8520 YOUNGER CREEK DRIVE SACRAMENTO CA 95828	741	8/6/09	09-12074	Priority: \$3,447.24 Unsecured: \$321.21	09-12077	Based on review of supporting documentation filed with the claim, the claim should be against SelectBuild Northern California, Inc.
BOLT & ANCHOR SUPPLY, INC. 343 EXPRESSWAY MISSOULA MT 59808	1094	8/13/09	09-12074	Unsecured: \$2,198.39	09-12075	Based on review of supporting documentation filed with the claim, the claim should be against BMC West Corporation.

IN RE: BUILDING MATERIALS HOLDING CORPORATION, ET AL., CASE NO. 89-12074  
CLAIMS TO BE REASSIGNED TO A NEW CASE NUMBER

OBJECTIONABLE CLAIM				REASSIGNED CLAIM		
NAME AND ADDRESS OF CLAIMANT	CLAIM NUMBER	DATE FILED	CASE NO.	AMOUNT AND CLASSIFICATION OF CLAIM	CASE NO. OF REASSIGNED CLAIM	REASON FOR REASSIGNMENT
BORDER PALLETS, INC. 13001 DARRINGTON ROAD EL PASO TX 79928	1170	8/14/09	09-12074	Unsecured: \$1,011.66	09-12075	Based on review of supporting documentation filed with the claim, the claim should be against BMC West Corporation.
BUESING CORP ATTN KIM GIBBS 3045 S 7TH STREET PHOENIX AZ 85040	493	8/3/09	09-12074	Unsecured: \$463.98	09-12084	Based on review of supporting documentation filed with the claim, the claim should be against SelectBuild Arizona, Inc.
BURKS REPROGRAPHICS PO BOX 884067 AUSTIN TX 78768	103	7/20/09	09-12074	Unsecured: \$1,078.98	09-12075	Based on review of supporting documentation filed with the claim, the claim should be against BMC West Corporation.
CEDAR GROVE ORGANICS RECYCLING 7343 E MARGINAL WAYS SEATTLE WA 98103	962	8/3/09	09-12074	Unsecured: \$1,986.55	09-12075	Based on review of supporting documentation filed with the claim, the claim should be against BMC West Corporation.
CITY OF LAS VEGAS LAS VEGAS CITY ATTORNEY 400 STEWART AVENUE NINTH FLOOR LAS VEGAS NV 89101	825	7/24/09	09-12074	Unsecured: \$776.25	09-12083	Based on review of supporting documentation filed with the claim, the claim should be against SelectBuild Nevada, Inc.
CITY OF WEST JORDAN UTILITY BILLING DEPT 8000 S REDWOOD RD WEST JORDAN UT 84088	773	8/6/09	09-12074	Unsecured: \$91.20	09-12075	Based on review of supporting documentation filed with the claim, the claim should be against BMC West Corporation.

IN RE: BUILDING MATERIALS HOLDING CORPORATION, ET AL., CASE NO. 09-12074  
CLAIMS TO BE REASSIGNED TO A NEW CASE NUMBER

OBJECTIONABLE CLAIM				REASSIGNED CLAIM		
NAME AND ADDRESS OF CLAIMANT	CLAIM NUMBER	DATE FILED	CASE NO.	AMOUNT AND CLASSIFICATION OF CLAIM	CASE NO. OF REASSIGNED CLAIM	REASON FOR REASSIGNMENT
CLASSIC DOOR SYSTEMS P.O. BOX 560444 DALLAS TX 75356	265	7/31/09	09-12074	Priority: \$3,233.00 Unsecured: \$1,978.00	09-12075	Based on review of supporting documentation filed with the claim, the claim should be against BMC West Corporation.
COLUMBIA PAINT & COATINGS PO BOX 4556 SPOKANE WA 99220	2387	8/31/09	No debtor identified	Unsecured: \$154.05	09-12075	Based on review of supporting documentation filed with the claim, claim should be against BMC West Corporation.
COMPLETE LINE GLASS WHOLESALERS INC 18740 GOLL STREET SAN ANTONIO TX 78266	287	7/31/09	09-12074	Unsecured: \$1,056.16	09-12075	Based on review of supporting documentation filed with the claim, the claim should be against BMC West Corporation.
COPPER STATE BOLT & NUT 3622 N. 34TH AVENUE PHOENIX AZ 85017	455	8/3/09	09-12075	Priority: \$271.75 Unsecured: \$1,206.72	09-12084	Based on review of supporting documentation filed with the claim, the claim should be against SchedBuild Arizona, LLC.
CORDSTRAP USA INC PO BOX 081340 RACINE WI 53408	1386	8/20/09	09-12074	Unsecured: \$10,300.39	09-12075	Based on review of supporting documentation filed with the claim, the claim should be against BMC West Corporation.
CORDSTRAP USA, INC. P.O. BOX 081340 RACINE WI 53408	1387	8/20/09	09-12074	Unsecured: \$1,477.75	09-12075	Based on review of supporting documentation filed with the claim, the claim should be against BMC West Corporation.

IN RE: BUILDING MATERIALS HOLDING CORPORATION, ET AL., CASE NO. 09-12074  
CLAIMS TO BE REASSIGNED TO A NEW CASE NUMBER

OBJECTIONABLE CLAIM				REASSIGNED CLAIM	
NAME AND ADDRESS OF CLAIMANT	CLAIM NUMBER	DATE FILED	CASE NO.	AMOUNT AND CLASSIFICATION OF CLAIM	REASON FOR REASSIGNMENT
CORPORATION SERVICE COMPANY 2711 CENTERVILLE RD WILMINGTON DE 19803	187	7/3/09	09-12074	Unsecured: \$11,989.50	Based on review of supporting documentation filed with the claim, the claim should be against SelectBuild Arizona, LLC.
DISCOUNT AUTO ELECTRIC & RADIATOR SRV 936 8TH ST MODESTO CA 95354	1470	8/24/09	09-12074	Unsecured: \$55.00	Based on review of supporting documentation filed with the claim, the claim should be against BMC West Corporation.
DREW FORD 8970 LA MESA BLVD LA MESA CA 91942	261	7/31/09	09-12076	Priority: \$45.83	Based on review of supporting documentation filed with the claim, the claim should be against H.M.R. Framing Systems, Inc.
EAGLE PLYWOOD & LUMBER, INC. 2222 E PICHEER DR IRVING TX 75061	1417	8/21/09	09-12074	Priority: \$3,013.92	Based on review of supporting documentation filed with the claim, the claim should be against BMC West Corporation.
ESCREEN P.O. BOX 25902 OVERLAND PARKS KS 66225	1821	8/26/09	09-12074	Unsecured: \$3,653.00	Based on review of supporting documentation filed with the claim, the claim should be against BMC West Corporation.
EXPRESS FLEET SERVICE P.O. BOX 38492 HOUSTON TX 77230	1480	8/24/09	09-12074	Unsecured: \$574.15	Based on review of supporting documentation filed with the claim, the claim should be against BMC West Corporation.

IN RE: BUILDING MATERIALS HOLDING CORPORATION, ET AL., CASE NO. 09-12074  
CLAIMS TO BE REASSIGNED TO A NEW CASE NUMBER

OBJECTIONABLE CLAIM				REASSIGNED CLAIM		
NAME AND ADDRESS OF CLAIMANT	CLAIM NUMBER	DATE FILED	CASE NO.	AMOUNT AND CLASSIFICATION OF CLAIM	CASE NO. OF REASSIGNED CLAIM	REASON FOR REASSIGNMENT
FERRELLGAS ONE LIBERTY PLAZA LIBERTY MO 64068	52	7/14/09	09-12074	Unsecured: \$18,176.55	09-12075	Based on review of supporting documentation filed with the claim, the claim should be against BMC West Corporation.
FREEDOM ENTERPRISES 1324 PATTERSON PLACE FORT COLLINS CO 80526	2140	8/28/09	09-12074	Unsecured: \$300.00	09-12075	Based on review of supporting documentation filed with the claim, the claim should be against BMC West Corporation.
GENERAL METALS MFG & SUPPLY CO 2929 W WELDON AVENUE PHOENIX AZ 85017	591	8/3/09	09-12075	Unsecured: \$382.00	09-12084	Based on review of supporting documentation filed with the claim, the claim should be against SelectBuild Arizona, Inc.
HARDWARE SPECIALTIES & GLASS, INC. P.O. BOX 305 EL PASO TX 79942	272	7/3/09	09-12074	Priority: \$95.17	09-12075	Based on review of supporting documentation filed with the claim, the claim should be against BMC West Corporation.
HATHAWAY & SONS INC PO BOX 10270 PALM DESERT CA 92255	146	7/3/09	09-12080	Unsecured: \$784.25	09-12079	Based on review of supporting documentation filed with the claim, the claim should be against C Construction, Inc.
HD SUPPLY C/O RMS BANKRUPTCY RECOVERY SERVICES PO BOX 5125 TIMONIUM MD 21094	2189	8/20/09	09-12074	Unsecured: \$320.27	09-12079	Based on review of supporting documentation filed with the claim, claim should be against C Construction, Inc.

IN RE: BUILDING MATERIALS HOLDING CORPORATION, ET AL., CASE NO. 09-12074  
CLAIMS TO BE REASSIGNED TO A NEW CASE NUMBER

OBJECTIONABLE CLAIM				REASSIGNED CLAIM	
NAME AND ADDRESS OF CLAIMANT	CLAIM NUMBER	DATE FILED	CASE NO.	AMOUNT AND CLASSIFICATION OF CLAIM	REASON FOR REASSIGNMENT
HELLGATE TOOL REPAIR 2006 NORTH AVE W MISSOULA MT 59801	391	8/3/09	09-12074	Unsecured: \$718.00	Based on review of supporting documentation filed with the claim, the claim should be against BMC West Corporation.
HOUSTON DISTRIBUTING COMPANY INC ATTN BRUCE RUZINSKY JACKSON WALKER LLP 1401 MCKINNEY SUITE 1900 HOUSTON TX 77010	774	8/6/09	09-12074	Unsecured: \$50,802.82	Based on review of supporting documentation filed with the claim, the claim should be against BMC West Corporation.
IDAHO POWER PO BOX 70 BOISE ID 83703	417	8/3/09	09-12074	Unsecured: \$2,910.76	Based on review of supporting documentation filed with the claim, the claim should be against BMC West Corporation.
INTERTEK TESTING SERVICES NA, INC. P.O. BOX 405176 ATLANTA GA 30384	1268	8/16/09	No debtor identified	Unsecured: \$1,399.55	Based on review of supporting documentation filed with the claim, the claim should be against BMC West Corporation.
JEFFREY ROBINSON, CITY ATTORNEY 8600 SOUTH REDWOOD ROAD WEST JORDAN UT 84086	739	8/16/09	09-12074	Unsecured: \$915.84	Based on review of supporting documentation filed with the claim, the claim should be against BMC West Corporation.
JENSEN PRECAST 3853 LOSEE ROAD NORTH LAS VEGAS NV 89030	2758	11/2/09	09-12079	Unsecured: \$0.00	Based on review of supporting documentation filed with the claim, claim should be against SelectBuild Nevada, Inc.



IN RE: BUILDING MATERIALS HOLDING CORPORATION, ET AL., CASE NO. 09-12074  
CLAIMS TO BE REASSIGNED TO A NEW CASE NUMBER

OBJECTIONABLE CLAIM				REASSIGNED CLAIM	
NAME AND ADDRESS OF CLAIMANT	CLAIM NUMBER	DATE FILED	CASE NO.	AMOUNT AND CLASSIFICATION OF CLAIM	REASON FOR REASSIGNMENT
JL INDUSTRIES P.O. BOX 86 SDS 12-1132 MINNEAPOLIS MN 55486	656	8/5/09	09-12074	Unsecured: \$23,078.41	Based on review of supporting documentation filed with the claim, the claim should be against BMC West Corporation.
ISE ENTERPRISES INC 19733 N 79TH AVE GLENDALE AZ 85308	960	9/10/09	09-12076	Unsecured: \$381.96	Based on review of supporting documentation filed with the claim, the claim should be against SelectBuild Arizona, LLC.
KVAL INC 825 PETALUMA BLVD SOUTH PETALUMA CA 94953	985	8/10/09	No debtor identified	Unsecured: \$4,668.63	Based on review of supporting documentation filed with the claim, claim should be against BMC West Corporation.
LARSONS ORNAMENTAL IRON 225 EAST STATE RD PLEASANT GROVE UT 84062	1030	8/11/09	No debtor identified	Unsecured: \$5,600.00	Based on review of supporting documentation filed with the claim, claim should be against BMC West Corporation.
LAW OFFICES OF KEITH S KNOCHHEL PC 2135 HIGHWAY 95 STE 241 BULLHEAD CITY AZ 86442	872	8/10/09	09-12079	Unsecured: \$2,806.00	Based on review of supporting documentation filed with the claim, the claim should be against Building Materials Holding Corporation.
MARTOR USA 1440 N KINGSBURY ST CHICAGO IL 60642	1169	8/14/09	09-12074	Unsecured: \$2.94	Based on review of supporting documentation filed with the claim, claim should be against BMC West Corporation.

IN RE: BUILDING MATERIALS HOLDING CORPORATION, ET AL., CASE NO. 09-12074  
CLAIMS TO BE REASSIGNED TO A NEW CASE NUMBER

OBJECTIONABLE CLAIM				REASSIGNED CLAIM	
NAME AND ADDRESS OF CLAIMANT	CLAIM NUMBER	DATE FILED	CASE NO.	AMOUNT AND CLASSIFICATION OF CLAIM	REASON FOR REASSIGNMENT
MASTER FASTENERS INTNL LLC 724 W COWLES ST LONG BEACH CA 90813	880	8/10/09	09-12077	Unsecured: \$9,918.72	Based on review of supporting documentation filed with the claim, the claim should be against TYW Construction, Inc.
MAUPIN COX & LEGOY PO BOX 30000 RENO NV 89520	1082	8/13/09	09-12076	Unsecured: \$3,981.25	Based on review of supporting documentation filed with the claim, the claim should be against BMC West Corporation.
MCCANDLESS INTERNATIONAL TRUCKS LLC 3780 LOSSEE ROAD NORTH LAS VEGAS NV 89030	91	7/20/09	No debtor identified	Unsecured: \$873.24	Based on review of supporting documentation filed with the claim, the claim should be against SelectBuild Nevada, Inc.
MCMASTER CARR 9630 NORWALK SANTA FE SPRINGS CA 90670	1343	8/19/09	09-12082	Unsecured: \$305.64	Based on review of supporting documentation filed with the claim, the claim should be against SelectBuild Nevada, Inc.
MCPHILLIPS MANUFACTURING CO INC PO BOX 169 MOBILE AL 36601	410	8/24/09	09-12074	Priority: \$14,737.50 Unsecured: \$6,988.55	Based on review of supporting documentation filed with the claim, the claim should be against BMC West Corporation.
MERLI CONCRETE PUMPING 2545 N MARCO STREET N. LAS VEGAS NV 89115	469	8/24/09	09-12076	Unsecured: \$3,483.75	Based on review of supporting documentation filed with the claim, the claim should be against SelectBuild Nevada, Inc.

IN RE: BUILDING MATERIALS HOLDING CORPORATION, ET AL., CASE NO. 09-12074  
CLAIMS TO BE REASSIGNED TO A NEW CASE NUMBER

OBJECTIONABLE CLAIM				REASSIGNED CLAIM		
NAME AND ADDRESS OF CLAIMANT	CLAIM NUMBER	DATE FILED	CASE NO.	AMOUNT AND CLASSIFICATION OF CLAIM	CASE NO. OF REASSIGNED CLAIM	REASON FOR REASSIGNMENT
MID VALLEY DISTRIBUTORS INC 3686 EAST JENSEN AVE FRESNO CA 93725	1760	8/27/09	No debtor identified	Unsecured: \$1,583.73	09-12075	Based on review of supporting documentation filed with the claim, the claim should be against BMC West Corporation.
MISSION REPROGRAPHICS 2050 E LA CADENA DR STE L RIVERSIDE CA 92507	1422	8/21/08	09-12074	Unsecured: \$540.92	09-12081	Based on review of supporting documentation filed with the claim, the claim should be against H.N.R. Framing Systems, Inc.
MOBILE MINI INC 7420 S KYRENE RD STE 101 TEMPE AZ 85283	622	7/27/09	08-12074	Unsecured: \$754.83	09-12081	Based on review of supporting documentation filed with the claim, the claim should be against H.N.R. Framing Systems, Inc.
NANCE CHET D / FREEDOM ENTERPRISES 1324 PATTERSON PL FT COLLINS CO 80526	2141	8/28/08	09-12074	Unsecured: \$150.00	09-12075	Based on review of supporting documentation filed with the claim, the claim should be against BMC West Corporation.
NEW BRAUNFELS UTILITIES P.O. BOX 680 SAN ANTONIO TX 78293	340	8/3/2008	09-12074	Unsecured: \$3,768.76	09-12075	Based on review of supporting documentation filed with the claim, the claim should be against BMC West Corporation.
NICHOLAS CONSOLIDATED, INC C/O MARK A KIRKORSKY, PC 4025 S MCCLINTOCK DR, STE 208 TEMPE AZ 85282	1282	8/4/08	08-12074	Unsecured: \$23,388.12	09-12084	Based on review of supporting documentation filed with the claim, the claim should be against Selectbaid Arizona Inc.

IN RE: BUILDING MATERIALS HOLDING CORPORATION, ET AL., CASE NO. 09-12074  
CLAIMS TO BE REASSIGNED TO A NEW CASE NUMBER

OBJECTIONABLE CLAIM				REASSIGNED CLAIM	
NAME AND ADDRESS OF CLAIMANT	CLAIM NUMBER	DATE FILED	CASE NO.	AMOUNT AND CLASSIFICATION OF CLAIM	REASON FOR REASSIGNMENT
OPTIMIZON P.O. BOX 992 BOISE ID 83701	208	7/3/109	09-12074	Unsecured: \$7,875.72	Based on review of the Debtors' books and records, the claim should be against BMC West Corporation.
PACIFIC GAS AND ELECTRIC COMPANY PATRICK HAZEN BANKRUPTCY UNIT PO BOX 8328 STOCKTON CA 95208	2688	9/28/09	09-12074	Unsecured: \$10,298.52	Based on review of supporting documentation filed with the claim, the claim should be against BMC West Corporation.
PARKER NELSON & ASSOCIATES ATTN: JEFF BALLIN, ESQ 2460 PROFESSIONAL CT STE 200 LAS VEGAS NV 89128	2301	8/3/109	09-12083	Unsecured: \$58.00	Based on review of supporting documentation filed with the claim, the claim should be against Building Materials Holding Corporation.
PERFORMANCE READY MIX LLC ATTN: SHAN D DAVIS ESQ KEMP JONES & COULTHARD LLP 3808 HOWARD HUGHES PARKWAY 17TH FLOOR LAS VEGAS NV 89169	2428	8/3/109	09-12074	Unsecured: \$27,185.81	Based on review of supporting documentation filed with the claim, claim should be against SelectBuild Nevada, Inc.
PERRAULT CORPORATION PO BOX 578 BONSALL CA 92003	389	8/3/09	09-12074	Unsecured: \$714.99	Based on review of supporting documentation filed with the claim, the claim should be against C Construction, Inc.
PORTLAND GENERAL ELECTRIC (PGE) 7885 SW MOHAWK ST ERC TUALATIN OR 97062	492	8/3/09	No debtor identified	Unsecured: \$319.45	Based on review of supporting documentation filed with the claim, claim should be against BMC West Corporation.

IN RE: BUILDING MATERIALS HOLDING CORPORATION, ET AL., CASE NO. 09-12074  
CLAIMS TO BE REASSIGNED TO A NEW CASE NUMBER

OBJECTIONABLE CLAIM				REASSIGNED CLAIM	
NAME AND ADDRESS OF CLAIMANT	CLAIM NUMBER	DATE FILED	CASE NO.	AMOUNT AND CLASSIFICATION OF CLAIM	REASON FOR REASSIGNMENT
PHOENIX INVESTORS #14 LLC C/O GREENWOOD & MCKENZIE 440 W FIRST ST STE 201 TUSTIN CA 92780	838	8/10/09	09-12075	Unsecured: \$567,577.34	Based on review of the Debtors' books and records and the proof of claim form submitted by the claimant, the claim should be against SelectBuild Arizona, LLC.
PIEDMONT NATURAL GAS COMPANY ATTN CBO/BANKRUPTCY 4339 S TYRON STREET CHARLOTTE NC 28217	43	7/13/09	09-12074	Unsecured: \$23.15	Based on review of the Debtors' books and records and the proof of claim form submitted by the claimant, the claim should be against BMC West Corporation.
QUALITY ENVIRONMENTAL MANAGEMENT P.O. BOX 5181 MESA AZ 85211	700	8/5/09	09-12074	Unsecured: \$520.00	Based on review of supporting documentation filed with the claim, the claim should be against SelectBuild Arizona, LLC.
R & R SUPPLY INC 531 E VERMONT DR GILBERT AZ 85295	1083	8/13/09	09-12075	Priority: \$1,980.72 Unsecured: \$7,077.04	Based on review of supporting documentation filed with the claim, the claim should be against SelectBuild Arizona, LLC.
REGIONS INTERSTATE BILLING SERVICES INC PO BOX 2250 DECATUR AL 35609	66	7/7/09	09-12074	Unsecured: \$15,696.63	Based on review of supporting documentation filed with the claim, the claim should be against BMC West Corporation.
REPRO IMAGE INTERNATIONAL 301 W. DRYER ROAD, SUITE C SANTA ANA CA 92706	568	8/3/09	09-12082	Priority: \$209.52 Unsecured: \$203.72	Based on review of supporting documentation filed with the claim, the claim should be against C Construction, Inc.

IN RE: BUILDING MATERIALS HOLDING CORPORATION, ET AL., CASE NO. 09-12074  
CLAIMS TO BE REASSIGNED TO A NEW CASE NUMBER

OBJECTIONABLE CLAIM				REASSIGNED CLAIM	
NAME AND ADDRESS OF CLAIMANT	CLAIM NUMBER	DATE FILED	CASE NO.	AMOUNT AND CLASSIFICATION OF CLAIM	REASON FOR REASSIGNMENT
RESCUE LAW CARE 3876 W DONBAIN ST SOUTH JORDAN UT 84095	108	7/17/09	09-12074	Unsecured: \$255.00	Based on review of supporting documentation filed with the claim, claim should be against BMC West Corporation.
ROCKY MOUNTAIN PRESTAIN INC 1570 E 66TH AVE DENVER CO 80239	1474	8/24/09	09-12074	Unsecured: \$4,930.73	Based on review of supporting documentation filed with the claim, the claim should be against BMC West Corporation.
ROCKY MOUNTAIN SHARP SHOP INC 1054 DENVER AVE LOVELAND CO 80537	1251	8/17/09	09-12074	Priority: \$129.00 Unsecured: \$596.96	Based on review of supporting documentation filed with the claim, the claim should be against BMC West Corporation.
RS FRAMING CONSTRUCTION INC PO BOX 2467 ISSAQUAH WA 98027	757	8/6/09	No debtor identified	Unsecured: \$106.70	Based on review of supporting documentation filed with the claim, claim should be against BMC West Corporation.
SHRED IT P.O. BOX 58505-2906 RENTON WA 98058	1065	8/13/09	09-12074	Unsecured: \$49.50	Based on review of supporting documentation filed with the claim, the claim should be against BMC West Corporation.
SHRED IT P.O. BOX 58505-2505 RENTON WA 98058	1064	8/13/09	09-12074	Unsecured: \$95.00	Based on review of supporting documentation filed with the claim, the claim should be against BMC West Corporation.

IN RE: BUILDING MATERIALS HOLDING CORPORATION, ET AL., CASE NO. 09-12074  
CLAIMS TO BE REASSIGNED TO A NEW CASE NUMBER

OBJECTIONABLE CLAIM				REASSIGNED CLAIM	
NAME AND ADDRESS OF CLAIMANT	CLAIM NUMBER	DATE FILED	CASE NO.	AMOUNT AND CLASSIFICATION OF CLAIM	REASON FOR REASSIGNMENT
STANDARD COFFEE SERVICE COMPANY PO BOX 293847 LEWISVILLE TX 75029	1381	8/20/09	09-12074	Unsecured: \$550.08	Based on review of supporting documentation filed with the claim, the claim should be against BMC West Corporation.
STERLING COMMERCE INC 4606 LAKEHURST CT DUBLIN OH 43016	110	7/20/09	09-12075	Unsecured: \$3,999.95	Based on review of the Debtors' books and records, the claim should be against Building Materials Holding Corporation.
SUPREME OIL CO EULER HERMES ACI AGENT OF SUPREME OIL CO 800 RED BROOK BOULEVARD OWINGS MILLS MD 21117	2177	8/24/09	09-12074	Unsecured: \$6,560.75	Based on review of supporting documentation filed with the claim, the claim should be against SelectBuild Arizona, LLC.
TAIL WIND VOICE & DATA 15350 25TH AVENUE N, SUITE 114 PLYMOUTH MN 55447	423	8/3/09	09-12074	Unsecured: \$314.19	Based on review of the Debtors' books and records, the claim should be against BMC West Corporation.
TAYLOR BUILDING PRODUCTS INC PO BOX 457 WEST BRANCH MI 48661	624	8/10/09	09-12074	Unsecured: \$22,273.04	Based on review of supporting documentation filed with the claim, the claim should be against BMC West Corporation.
TEXAS TOOL TRADERS 13317 SEYDLER ROAD WEBBAR TX 78862	437	8/3/09	09-12074	Unsecured: \$683.98	Based on review of supporting documentation filed with the claim, the claim should be against BMC West Corporation.

IN RE: BUILDING MATERIALS HOLDING CORPORATION, ET AL., CASE NO. 09-12074  
CLAIMS TO BE REASSIGNED TO A NEW CASE NUMBER

OBJECTIONABLE CLAIM				REASSIGNED CLAIM		
NAME AND ADDRESS OF CLAIMANT	CLAIM NUMBER	DATE FILED	CASE NO.	AMOUNT AND CLASSIFICATION OF CLAIM	CASE NO. OF REASSIGNED CLAIM	REASON FOR REASSIGNMENT
TOP INDUSTRIAL INC 15010 KESWICK ST VAN NUYS CA 91405	1297	8/18/09	09-12074	Unsecured: \$5,472.00	09-12083	Based on review of supporting documentation filed with the claim, the claim should be against SelectBuild Nevada, Inc.
TRADE SHOW SERVICES LTD DBA PROTECT SECURITY 3511 S EASTERN AVE LAS VEGAS NV 89189	104	7/27/09	09-12074	Unsecured: \$10,590.00	09-12083	Based on review of supporting documentation filed with the claim, the claim should be against SelectBuild Nevada Inc.
TYTAN HEATING & COOLING ATTN JEREMY HALL 901 INDUSTRIAL BLVD ABILENE TX 79602	102	7/27/09	09-12074	Unsecured: \$1,400.00	09-12075	Based on review of supporting documentation filed with the claim, the claim should be against BMC West Corporation.
VALLEY GLASS CORP 1903 3RD AVE EAST KALISPELL MT 59901	427	8/3/09	09-12074	Unsecured: \$90.00	09-12075	Based on review of supporting documentation filed with the claim, the claim should be against BMC West Corporation.
VALLEY OFFICE EQUIPMENT INC 36 66S BANKSIDE DR STE B CATHEDRAL CITY CA 92234	1454	8/21/09	09-12082	Unsecured: \$271.91	09-12080	Based on review of Debtors' books and records, the claim should be against TYW Construction, Inc.
VALSPAR CORPORATION PO BOX 1461 MINNEAPOLIS MN 55440	1186	8/17/09	09-12074	Priority: \$1,756.80 Unsecured: \$3,057.90	09-12075	Based on review of supporting documentation filed with the claim, the claim should be against BMC West Corporation.



IN RE: BUILDING MATERIALS HOLDING CORPORATION, ET AL., CASE NO. 09-12074  
CLAIMS TO BE REASSIGNED TO A NEW CASE NUMBER

OBJECTIONABLE CLAIM				REASSIGNED CLAIM		
NAME AND ADDRESS OF CLAIMANT	CLAIM NUMBER	DATE FILED	CASE NO.	AMOUNT AND CLASSIFICATION OF CLAIM	CASE NO. OF REASSIGNED CLAIM	REASON FOR REASSIGNMENT
WASTE CONNECTIONS INC 9411 NE 94TH AVE VANDOUVER WA 98662	96	7/21/09	09-12074	Unsecured: \$328.24	09-12075	Based on review of supporting documentation filed with the claim, the claim should be against BMC West Corporation.
WASTE CONNECTIONS INC 9411 NE 94TH AVE VANDOUVER WA 98662	97	7/21/09	09-12074	Unsecured: \$1,407.36	09-12075	Based on review of supporting documentation filed with the claim, the claim should be against BMC West Corporation.
WASTE MANAGEMENT C/O JACQUOLYN E MILLS 1001 FANNIN ST STE 4000 HOUSTON TX 77002	2745	10/20/09	09-12074	Unsecured: \$27,398.38	09-12075	Based on review of supporting documentation filed with the claim, the claim should be against BMC West Corporation.
WAYNES CEDAR SPECIALTIES 3440 N GRENADIER WAY BOISE ID 83713	651	8/5/09	09-12074	Priority: \$390.00	09-12075	Based on review of supporting documentation filed with the claim, the claim should be against BMC West Corporation.
WESSELS SHERMAN JOERG LISZKA LAVERTY SENECZKO PC 2035 FOXFIELD RD ST CHARLES IL 60174	101	7/21/09	09-12074	Unsecured: \$5,336.46	09-12078	Based on review of supporting documentation filed with the claim, the claim should be against Illinois Framing, Inc.
WINGFOOT COMMERCIAL TIRE SYSTEMS LLC WINGFOOT COMMERCIAL TIRE ACCTS RECEIVABLES PO BOX 48 FORT SMITH AR 72902	2430	8/31/09	09-12074	Unsecured: \$5,048.30	09-12075	Based on review of supporting documentation filed with the claim, the claim should be against BMC West Corporation.

IN RE: BUILDING MATERIALS HOLDING CORPORATION, ET AL., CASE NO. 09-12074  
CLAIMS TO BE REASSIGNED TO A NEW CASE NUMBER

OBJECTIONABLE CLAIM				REASSIGNED CLAIM	
NAME AND ADDRESS OF CLAIMANT	CLAIM NUMBER	DATE FILED	CASE NO.	AMOUNT AND CLASSIFICATION OF CLAIM	REASON FOR REASSIGNMENT
WOOD SMITH HENNING & BERMAN FOR RICHMOND AMERICAN 7670 W. LAKE MEAD BOULEVARD STE 290 LAS VEGAS NV 89128	1344	8/19/09	09-12083	Unsecured: \$21,000.00	Based on review of supporting documentation filed with the claim, the claim should be against Building Materials Holding Corporation.
WOODWORKERS EMPORIUM 5461 ARVILLE ST LAS VEGAS NV 89118	532	8/3/09	09-12074	Priority: \$83.70	Based on review of supporting documentation filed with the claim, the claim should be against SelectBuild Nevada, Inc.
WOOTEN PROPERTIES, LLP C/O JOY FOCHT 2928 STRAUS LANE STE 210 COLORADO SPRINGS CO 80907	10	6/30/09	09-12074	Unsecured: \$31,748.83	Based on review of supporting documentation filed with the claim, the claim should be against BMC West Corporation.

**EXHIBIT B**

**Amended Claims**

IN RE: BUILDING MATERIALS HOLDING CORPORATION, ET AL., CASE NO. 09-12074  
CLAIMS TO BE EXPUNGED AS AMENDED AND SUPERSEDED

NAME AND ADDRESS OF CLAIMANT	CLAIM NUMBER	OBJECTIONABLE CLAIM			SURVIVING CLAIM			AMOUNT AND CLASSIFICATION OF CLAIM
		DATE FILED	CASE NO.	AMOUNT AND CLASSIFICATION OF CLAIM	CLAIM NUMBER	DATE FILED	CASE NO.	
ABLE DISTRIBUTING A DIV OF HALOGA CORP 2727 W GROVERS AVENUE PHOENIX AZ 80053	2597	10/6/09	09-12076	Unsecured: \$199,346.14	2780	11/12/09	09-12094	Priority: \$3,026.14 Unsecured: \$168,320.00
AIRGAS SAFETY INC RICHARD CORNWELL 128 WHARTON RD BRISTOL PA 19007	974	8/30/09	09-12074	Unsecured: \$1,266.57	2688	9/21/2008	09-12074	Unsecured: \$1,906.75
CASTLE DOOR & MILLWORK, INC. 7400 SAND STREET BLDG 20 FT WORTH TX 76118	2410	8/31/09	09-12075	Unsecured: \$28,520.00	2781	11/16/09	09-12075	Priority: \$18,090.00 Unsecured: \$10,990.00
GEOTIS DBA IKON FINANCIAL SERVICES AS AUTH SERV AGT-BANC OF AMERICA & LEASING CAPITAL LLC - ATTN BANKRUPTCY ADMIN PO BOX 13706 MACON GA 31208	1570	8/17/08	09-12074	Unsecured: \$8,482.76	2729	10/9/09	09-12074	Unsecured: \$8,482.76
HENRY COUNTY HARDWOODS P.O. BOX 1575 PARIS TN 38242	1786	8/27/09	09-12075	Unsecured: \$90,248.58	2784	11/6/09	09-12075	Priority: \$50,248.58
INTEGRA TELECOM 1201 NE LLOYD BLVD, STE 500 PORTLAND OR 97232	1279	8/19/09	09-12075	Unsecured: \$3,836.07	2731	10/7/09	09-12075	Unsecured: \$27,883.52

IN RE: BUILDING MATERIALS HOLDING CORPORATION, ET AL., CASE NO. 09-12074  
CLAIMS TO BE EXTINGUISHED AS AMENDED AND SUPERSEDED

NAME AND ADDRESS OF CLAIMANT	CLAIM NUMBER	OBJECTIONABLE CLAIM			SURVIVING CLAIM		
		DATE FILED	CASE NO.	AMOUNT AND CLASSIFICATION OF CLAIM	CLAIM NUMBER	DATE FILED	CASE NO. AMOUNT AND CLASSIFICATION OF CLAIM
JENSEN PRECAST 3853 LOSSEE ROAD NORTH LAS VEGAS NV 89130	1530	8/24/09	09-12075	Priority: \$208.18 Unsecured: \$0.00	2758	11/2/09	09-12079 Unsecured: \$0.00
NON FERROUS EXTRUSION 8410 HEMPSTEAD ROAD HOUSTON TX 77018	324	7/31/09	09-12075	Unsecured: \$6,659.05	2804	11/23/09	09-12075 Priority: \$6,659.05
OREGON WOOD SPECIALTIES P.O. BOX 19069 PORTLAND OR 97253	490	8/3/09	09-12075	Priority: \$1,265.09 Unsecured: \$1,747.97	2667	9/28/09	09-12075 Priority: \$1,265.09 Unsecured: \$894.67
PACIFIC GAS AND ELECTRIC CO PATRICK HAZEN, BANKRUPTCY UNIT PO BOX 8329 STOCKTON CA 95208	56	7/13/09	09-12075	Unsecured: \$7,257.85	2868	9/28/09	09-12074 Unsecured: \$10,286.82
RCR PLUMBING AND MECHANICAL, INC. 12620 MAGNOLIA AVENUE RIVERSIDE CA 92503	2214	8/28/09	09-12083	Priority: \$78,846.82 Unsecured: \$64,966.38	2851	12/18/09	09-12073 Priority: \$80,188.48 Unsecured: \$43,773.73
RESINART CORPORATION 1621 PLACENTA AVE COSTA MESA CA 92627	2820	9/15/09	09-12074	Priority: \$12,318.05	2842	12/1/09	09-12075 Priority: \$18,221.36 Unsecured: \$3,069.67

IN RE: BUILDING MATERIALS HOLDING CORPORATION, ET AL., CASE NO. 09-12074  
CLAIMS TO BE EXPUNDED AS ATTENDED AND SUPERSEDED

OBJECTIONABLE CLAIM				SURVIVING CLAIM			AMOUNT AND CLASSIFICATION OF CLAIM
NAME AND ADDRESS OF CLAIMANT	CLAIM NUMBER	DATE FILED	CASE NO.	CLASSIFICATION OF CLAIM	CLAIM NUMBER	DATE FILED	
THE BANK OF NEW YORK MELLON NA AS INDENTURE TRUSTEE CIT TECHNOLOGY FINANCING SERVICES INC C/O MARK W. RICHARD, REED SMITH LLP 1201 MARKET STREET SUITE 1500 WILMINGTON DE 19801	2440	8/31/09	09-12074	Unsecured: \$500,392.50	2785	11/19/09	Unsecured: \$500,392.50
UNITED RENTALS INC ATTN SHARON MARTORANA 2138 ESPY COURT CROFTON MD 21114	1275	7/31/08	09-12074	Unsecured: \$24,538.71	2582	9/25/08	Unsecured: \$24,537.98
WASTE MANAGEMENT C/O JACQUELYN MILLS 1001 FANNIN ST STE 4000 HOUSTON TX 77002	2895	10/7/09	09-12074	Unsecured: \$28,584.31	2745	10/9/09	Unsecured: \$27,398.38
WASTE MANAGEMENT WASTE MANAGEMENT - RMC 2825 W GRANDVIEW RD STE 150 PHOENIX AZ 85023	2585	8/31/09	09-12074	Unsecured: \$7,908.15	2695	10/7/09	Unsecured: \$28,584.31
WOOD, SMITH, HENNING & BERMAN, LLP JOEL D. ODOU RE DIST CT CLARK CTY NV CASE#AS0176 7870 W. LAKE MEAD BLVD., STE. 200 LAS VEGAS NV 89128	2410	8/31/09	09-12074	Unsecured: \$343,918.88	2769	9/31/09	Secured: \$0.00 Priority: \$0.00 Unsecured: \$0.00

**EXHIBIT C**

**Duplicate Claims**

IN RE: BUILDING MATERIALS HOLDING CORPORATION, ET AL. CASE NO. 09-12074  
CLAIMS TO BE EXPUNGED AS DUPLICATE

OBJECTIONABLE CLAIM				SURVIVING CLAIM				
NAME AND ADDRESS OF CLAIMANT	CLAIM NUMBER	DATE FILED	CASE NO.	AMOUNT AND CLASSIFICATION OF CLAIM	CLAIM NUMBER	DATE FILED	CASE NO.	AMOUNT AND CLASSIFICATION OF CLAIM
FRANCHISE TAX BOARD BANKRUPTCY SECTION MS A340 PO BOX 2852 SACRAMENTO CA 95812	2785	11/18/09	09-12083	Secured: \$0.00 Priority: \$449.55 Unsecured: \$0.00	2775	11/11/09	09-12083	Secured: \$0.00 Priority: \$449.55 Unsecured: \$0.00
FRANCHISE TAX BOARD BANKRUPTCY SECTION MS A340 PO BOX 2852 SACRAMENTO CA 95812	2786	11/18/09	09-12082	Secured: \$0.00 Priority: \$449.55 Unsecured: \$0.00	2771	11/11/09	09-12082	Secured: \$0.00 Priority: \$449.55 Unsecured: \$0.00
FRANCHISE TAX BOARD BANKRUPTCY SECTION MS A340 PO BOX 2852 SACRAMENTO CA 95812	2787	11/18/09	09-12081	Secured: \$0.00 Priority: \$51,302.55 Unsecured: \$0.00	2774	11/11/09	09-12081	Secured: \$0.00 Priority: \$51,302.55 Unsecured: \$0.00
FRANCHISE TAX BOARD BANKRUPTCY SECTION MS A340 PO BOX 2852 SACRAMENTO CA 95812	2788	11/18/09	09-12080	Secured: \$0.00 Priority: \$265,281.55 Unsecured: \$0.00	2769	11/11/09	09-12080	Secured: \$0.00 Priority: \$265,281.55 Unsecured: \$0.00
FRANCHISE TAX BOARD BANKRUPTCY SECTION MS A340 PO BOX 2852 SACRAMENTO CA 95812	2789	11/18/09	09-12079	Secured: \$0.00 Priority: \$35,653.55 Unsecured: \$0.00	2770	11/11/09	09-12079	Secured: \$0.00 Priority: \$35,653.55 Unsecured: \$0.00
FRANCHISE TAX BOARD BANKRUPTCY SECTION MS A340 PO BOX 2852 SACRAMENTO CA 95812	2790	11/18/09	09-12077	Secured: \$0.00 Priority: \$449.55 Unsecured: \$0.00	2776	11/11/09	09-12077	Secured: \$0.00 Priority: \$449.55 Unsecured: \$0.00



IN RE: BUILDING MATERIALS HOLDING CORPORATION, ET AL. CASE NO. 09-12074  
CLAIMS TO BE EXPUNGED AS DUPLICATE

OBJECTIONABLE CLAIM				SURVIVING CLAIM				
NAME AND ADDRESS OF CLAIMANT	CLAIM NUMBER	DATE FILED	CASE NO.	AMOUNT AND CLASSIFICATION OF CLAIM	CLAIM NUMBER	DATE FILED	CASE NO.	AMOUNT AND CLASSIFICATION OF CLAIM
FRANCHISE TAX BOARD BANKRUPTCY SECTION MS A340 PO BOX 2952 SACRAMENTO CA 95812	2731	11/18/09	09-12076	Secured: \$43,156.00 Priority: \$323,509.55 Unsecured: \$0.00	2773	11/17/09	09-12076	Secured: \$43,156.00 Priority: \$323,509.55 Unsecured: \$0.00
FRANCHISE TAX BOARD BANKRUPTCY SECTION MS A340 PO BOX 2952 SACRAMENTO CA 95812	2792	11/18/09	09-12075	Secured: \$0.00 Priority: \$44,489.55 Unsecured: \$0.00	2772	11/17/09	09-12075	Secured: \$0.00 Priority: \$44,489.55 Unsecured: \$0.00
FRANCHISE TAX BOARD BANKRUPTCY SECTION MS A340 PO BOX 2952 SACRAMENTO CA 95812	2793	11/18/09	09-12074	Secured: \$0.00 Priority: \$820,482.08 Unsecured: \$0.00	2769	11/17/09	09-12074	Secured: \$0.00 Priority: \$820,482.08 Unsecured: \$0.00
GMAC PO BOX 130424 ROSEVILLE MN 55113	2722	10/15/09	09-12084	Secured: \$1,368.48	2716	10/16/2009	09-12084	Secured: \$1,368.48
GMAC PO BOX 130424 ROSEVILLE MN 55113	2723	10/15/09	09-12084	Secured: \$491.30	2717	10/16/09	09-12084	Secured: \$491.30
GMAC PO BOX 130424 ROSEVILLE MN 55113	2752	10/26/09	09-12084	Secured: \$491.90	2717	10/16/09	09-12084	Secured: \$491.90

IN RE: BUILDING MATERIALS HOLDING CORPORATION, ET AL., CASE NO. 09-12074  
CLAIMS TO BE EXPUNGED AS DUPLICATE

OBJECTIONABLE CLAIM				SURVIVING CLAIM			
NAME AND ADDRESS OF CLAIMANT	CLAIM NUMBER	DATE FILED	CASE NO.	AMOUNT AND CLASSIFICATION OF CLAIM	CLAIM NUMBER	DATE FILED	CASE NO. AMOUNT AND CLASSIFICATION OF CLAIM
GMAC PO BOX 130424 ROSEVILLE MN 55113	2721	10/16/09	09-12084	Secured: \$2,411.12	2718	10/16/09	09-12084 Secured: \$2,411.12
GMAC PO BOX 130424 ROSEVILLE MN 55113	2753	10/26/09	09-12084	Secured: \$2,411.12	2719	10/16/09	09-12084 Secured: \$2,411.12
GMAC PO BOX 130424 ROSEVILLE MN 55113	2725	10/15/09	09-12084	Secured: \$1,387.41	2719	10/21/09	09-12084 Secured: \$1,387.41
GMAC PO BOX 130424 ROSEVILLE MN 55113	2755	10/26/09	09-12084	Secured: \$1,387.41	2719	10/21/09	09-12084 Secured: \$1,387.41
GMAC PO BOX 130424 ROSEVILLE MN 55113	2724	10/15/09	09-12084	Secured: \$1,407.03	2720	10/21/09	09-12084 Secured: \$1,407.03
GMAC PO BOX 130424 ROSEVILLE MN 55113	2754	10/26/09	09-12084	Secured: \$1,407.03	2720	10/21/09	09-12084 Secured: \$1,407.03

IN RE: BUILDING MATERIALS HOLDING CORPORATION, ET AL., CASE NO. 09-12074  
CLAIMS TO BE EXPUNDED AS DUPLICATE

OBJECTIONABLE CLAIM				SURVIVING CLAIM			
NAME AND ADDRESS OF CLAIMANT	CLAIM NUMBER	DATE FILED	CASE NO.	AMOUNT AND CLASSIFICATION OF CLAIM	CLAIM NUMBER	DATE FILED	CASE NO. AMOUNT AND CLASSIFICATION OF CLAIM
HATHAWAY & SONS INC P/O BOX 10270 PALM DESERT CA 92255	2808	11/25/2009	09-12080	Priority: \$1,719.57	146	7/30/09	09-12080 Unsecured: \$794.25
PITNEY BOWES GLOBAL FINANCIAL SERVICES PITNEY BOWES INC ATTN RECOVERY DEPT 27 WATERVIEW DR SHELTON CT 06484	2751	10/20/09	09-12074	Unsecured: \$213,501.11	2738	10/26/09	09-12074 Unsecured: \$213,501.11

**EXHIBIT D**

**Insufficient Documentation Claims**

IN RE: BUILDING MATERIALS HOLDING CORPORATION, ET AL., CASE NO. 09-12074  
CLAIMS TO BE EXPUNGED AS INSUFFICIENT SUPPORTING DOCUMENTATION

NAME AND ADDRESS OF CLAIMANT	CLAIM NUMBER	DATE FILED	AMOUNT AND CLASSIFICATION OF CLAIM	CASE NO.	COMMENTS
5029 LP PAMELA J HELMER ESQ ROGER SCOTT & HELMER LLP 1001 MARSHALL ST STE 400 REDWOOD CITY CA 94063	2422	8/23/09	Unsecured: \$36,843.00	09-12075	Based on review of supporting documentation filed with the claim, there is insufficient documentation filed with the claim to determine the grounds for the claim. Based on the Debtors' books and records there is no amount due to this claimant.
AGE INDUSTRIES P.O. BOX 539 CLEBURNE TX 76033	587	8/24/09	Unsecured: \$1,019.25	09-12075	Based on review of supporting documentation filed with the claim, there is insufficient documentation filed with the claim to determine the grounds for the claim. Based on the Debtors' books and records there is no amount due to this claimant.
CITIBANK SOUTH DAKOTA NA EXCEPTION PAYMENT PROCESSING PO BOX 12115 THE LAKES NW 98901	2184	8/24/09	Unsecured: \$5,734.78	09-12077	Based on review of supporting documentation filed with the claim, there is insufficient documentation to support the claim amount. Based on review of the Debtors' books and records, there is no amount owing this claimant. As such, the debtors object to this claim based on insufficient documentation and no liability.
GARCIA, ANDRES 1015 VALENCIA APT D COSTA MESA CA 92626	2296	8/25/09	Unsecured: \$4,000.00	09-12076	Based on review of the claim, there is insufficient supporting documentation filed with the claim. Per review of the Debtors' books and records, there is no amount owing to this claimant.
GONZALEZ, JOSE LT. 64376 VERONA RD CATHEDRAL CITY CA 92234	901	8/17/09	Black	09-12080	Based on review of the claim, there is insufficient supporting documentation filed with the claim. Per review of the Debtors' books and records, there is no amount owing to this claimant.
RODRIGUEZ-MORENO, JORGE 18183 BELZEM LATHROP CA 95330	2203	8/28/09	Unsecured: \$3,800.00	09-12074	Based on review of the claim, there is insufficient supporting documentation filed with the claim. Per review of the Debtors' books and records, there is no amount owing to this claimant.

IN RE: BUILDING MATERIALS HOLDING CORPORATION, ET AL., CASE NO. 09-12074  
CLAIMS TO BE EXPIUNGED AS INSUFFICIENT SUPPORTING DOCUMENTATION

NAME AND ADDRESS OF CLAIMANT	CLAIM NUMBER	DATE FILED	AMOUNT AND CLASSIFICATION OF CLAIM	CASE NO.	COMMENTS
TEAM 5 PROPERTIES INC PAMELA J HELMER ESQ ROGER SCOTT & HELMER LLP 1001 MARSHALL ST STE 400 REDWOOD CITY CA 94063	2421	8/31/09	Unsecured: \$36,843.30	09-12075	Based on review of supporting documentation filed with the claim, there is insufficient documentation filed with the claim to determine the grounds for the claim. Based on the Debtors' books and records there is no amount due to this claimant.

**EXHIBIT E**

Late Filed Claims

**IN RE: BUILDING MATERIALS HOLDING CORPORATION, ET AL., CASE NO. 09-12074  
CLAIMS TO BE EXPUNGED AS LATE**

NAME AND ADDRESS OF CLAIMANT	CLAIM NUMBER	DATE FILED	AMOUNT AND CLASSIFICATION OF CLAIM	CASE NO.
ABSOLUTELY CABINETS 5940 W 38TH AVE WHEAT RIDGE CO 80212	2740	10/26/09	Priority: \$340.00	09-12075
ADT SECURITY SERVICES ADT SECURITY SERVICES INC 14200 E EXPOSITION AVENUE AURORA CO 80012	2778	11/6/09	Unsecured: \$1,432.45	09-12074
ADT SECURITY SERVICES ADT SECURITY SERVICES INC 14200 E EXPOSITION AVENUE AURORA CO 80012	2777	11/6/09	Unsecured: \$7,517.89	09-12074
ALADDIN INDUSTRIES, INC. 150 WEST 2950 SOUTH SALT LAKE CITY UT 84115	2841	12/11/09	Unsecured: \$1,399.00	09-12075
ALAMO IRON WORKS INC PO BOX 943 SAN ANTONIO TX 78291	2737	10/23/09	Unsecured: \$855.02	09-12075
ALEXANDER LISYANSKY 104 ADDISION LN GREENVALE NY 11548	2682	10/2/09	Priority: \$6,800.00	09-12074
ALLTEL BANKRUPTCY DEPARTMENT - 1269B5103-B ALLTEL CORPORATION 1 ALLIED DRIVE LITTLE ROCK AR 72202	2681	9/22/09	Unsecured: \$8,546.71	09-12074
ALLTEL BANKRUPTCY DEPT 1269 B5B103-B 1 ALLIED DR LITTLE ROCK AR 72202	2746	10/20/09	Unsecured: \$1,551.97	09-12075
AMERICAN MACHINERY WORKS INC 4415 S 32ND STREET PHOENIX AZ 85040	2726	10/15/09	Unsecured: \$2,184.00	09-12076



IN RE: BUILDING MATERIALS HOLDING CORPORATION, ET AL., CASE NO. 09-12074  
CLAIMS TO BE EXPUNGED AS LATE

NAME AND ADDRESS OF CLAIMANT	CLAIM NUMBER	DATE FILED	AMOUNT AND CLASSIFICATION OF CLAIM	CASE NO.
AMERICAN METAL PRODUCTS P.O. BOX 102377 ATLANTA GA 30368	2743	10/28/09	Priority: \$809.96	09-12075
ANNONA MANUFACTURING CO P.O. BOX 287 ANNONA TX 75550	2783	11/17/09	Priority: \$3,345.45 Unsecured: \$3,736.28	09-12075
APROTEX CORPORATION 1011 W WASHINGTON AVENUE MIDLAND TX 79701	2801	11/23/09	Priority: \$1,266.46 Unsecured: \$227.32	09-12075
AREA IRON & STEEL WORKS INC 4605 OSBORNE DR EL PASO TX 79922	2691	10/6/09	Priority: \$1,757.50	09-12075
BEARING CHAIN & SUPPLY INC 3244 GARDENBROOK DR FARMERS BRANCH TX 75234	2671	9/28/09	Unsecured: \$640.50	09-12075
BEEHIVE GLASS 3070 E 3300 S SALT LAKE CITY UT 84109	2709	10/20/09	Unsecured: \$274.40	09-12075
BLUEBONNET MOTORS INC 3511 H 36 SOUTH NEW BRAUNFELS TX 78130	2692	10/6/09	Priority: \$5,104.40	09-12074
BOMAN & KEMP P.O. BOX 9725 OGDEN UT 84409	2739	10/26/09	Priority: \$1,639.53	09-12075
BOMAN & KEMP PO BOX 9725 OGDEN UT 84409	2839	12/3/09	Priority: \$1,639.53	09-12075

**IN RE: BUILDING MATERIALS HOLDING CORPORATION, ET AL., CASE NO. 09-12074  
CLAIMS TO BE EXPUNGED AS LATE**

NAME AND ADDRESS OF CLAIMANT	CLAIM NUMBER	DATE FILED	AMOUNT AND CLASSIFICATION OF CLAIM	CASE NO.
BOWMAN AND BROOKE LLP ATTN: DANIEL J. SMITH RE MERCED SUP CT 1741 TECHNOLOGY DR., #200 SAN JOSE CA 95110	2705	10/19/09	Blank	09-12074
CARGO SOLUTIONS 2673 FREEWOOD DRIVE DALLAS TX 75220	2762	11/3/09	Unsecured: \$233.66	09-12075
CASTLE DOOR & MILLWORK INC 7400 SAND STREET BLDG 20 FT WORTH TX 76118	2779	11/12/09	Priority: \$7,900.50 Unsecured: \$17,156.00	09-12075
CHAMPION RECYCLING & SERVICES 2700 N 3RD ST #2000 PHOENIX AZ 85004	2689	10/5/09	Unsecured: \$910.75	09-12074
CHAMPION RECYCLING & SERVICES 2700 N. 3RD STREET, #2000 PHOENIX AZ 85004	2688	10/5/09	Unsecured: \$543.60	09-12074
CINTAS CORPORATION P.O. BOX 390365 DENVER CO 80239	2662	9/25/09	Unsecured: \$332.50	09-12075
CIT TECHNOLOGY FINANCING SERVICES INC BANKRUPTCY PROCESSING SOLUTIONS INC 800 E SONTERRA BLVD SUITE 240 SAN ANTONIO TX 78258	2680	9/22/09	Unsecured: \$377.36	09-12074
CIT TECHNOLOGY FINANCING SERVICES INC BANKRUPTCY PROCESSING SOLUTIONS INC 800 E SONTERRA BLVD SUITE 240 SAN ANTONIO TX 78258	2834	12/8/09	Unsecured: \$104,172.60	09-12074
CITIBANK SOUTH DAKOTA NA DBA 4740 21ST ST URBANDALE IA 50323	2730	10/13/09	Unsecured: \$1,775.64	09-12075

IN RE: BUILDING MATERIALS HOLDING CORPORATION, ET AL., CASE NO. 09-12074  
CLAIMS TO BE EXPUNGED AS LATE

NAME AND ADDRESS OF CLAIMANT	CLAIM NUMBER	DATE FILED	AMOUNT AND CLASSIFICATION OF CLAIM	CASE NO.
CLARKS HARDWOOD LUMBER CO LP 700 E 5 1/2 ST HOUSTON TX 77007	2701	10/14/09	Priority: \$5,030.88 Unsecured: \$2,577.70	09-12075
COLORADO COIN OPERATIONS, LLC P.O. BOX 52 MANITOU SPRINGS CO 80829	2659	9/24/09	Priority: \$126.58	09-12075
COMMERCIAL AIR SERVICES PO BOX 38238 DALLAS TX 75238	2741	10/27/09	Unsecured: \$666.54	09-12075
CONCENTRIC SAW & TOOL P.O. BOX 10648 COLLEGE STATION TX 77842	2736	10/23/09	Unsecured: \$670.28	09-12075
D&R SAW & TOOL, INC. 11060 HARRY HINES BLVD. DALLAS TX 75229	2715	10/22/09	Priority: \$1,364.24 Unsecured: \$1,364.24	09-12075
D&R SAW & TOOL, INC. 11060 HARRY HINES BLVD. DALLAS TX 75229	2714	10/22/09	Priority: \$672.62 Unsecured: \$672.62	09-12075
DAVIES PEARSON PC 920 FAWCETT AVENUE TACOMA WA 98402	2684	10/5/09	Unsecured: \$10,988.32	09-12075
DELTA FIRE, INC. 14795 SW 72ND AVENUE PORTLAND OR 97224	2673	9/28/09	Unsecured: \$823.66	09-12075
DYNAMIC IMAGING ATTN CHRIS KATZ 1924 T STREET SACRAMENTO CA 95811	2670	9/28/09	Unsecured: \$157.89	09-12077

**IN RE: BUILDING MATERIALS HOLDING CORPORATION, ET AL., CASE NO. 09-12074  
CLAIMS TO BE EXPUNGED AS LATE**

NAME AND ADDRESS OF CLAIMANT	CLAIM NUMBER	DATE FILED	AMOUNT AND CLASSIFICATION OF CLAIM	CASE NO.
FORD COUNTRY OF LEWISVILLE 1144 N STEMMONS LEWISVILLE TX 75067	2698	10/12/09	Priority: \$2,911.00	09-12074
GRACE L CLUTE AND JEANETTE E CLUTE 5667 WHITEHAVEN DRIVE TROY MI 48065	2713	10/20/09	Unsecured: \$17,604.74	09-12074
GUILLERMO MENDOZA LAW OFFICES OF RAMIN R YOUNESSI A PLC 3435 WILSHIRE BLVD SUITE 2370 LOS ANGELES CA 90010	2840	12/7/09	Priority: \$10,950.00 Unsecured: \$739,050.00	09-12079
HUDGINS COMPANY 2201 PATTERSON INDUSTRIAL DR STE 200 PFLUGERVILLE TX 78660	2856	12/22/09	Priority: \$539.11	09-12075
HUETTER MILL AND CABINET 311 S STATE SUITE 360 SALT LAKE CITY UT 84111	2669	9/28/09	Priority: \$1,278.33 Unsecured: \$5,678.05	09-12075
HYJ DIESEL JOSE RODARTE 13180 ROUND DANCE RD EL PASO TX 79936	2685	10/5/09	Priority: \$400.00	09-12075
TEGENER ENT DBA KEARNS TOWING KEARNS TOWING 2881 S 3600 W WEST VALLEY UT 84119	2687	10/5/09	Unsecured: \$309.25	09-12075
INDUSTRIAL TOOL & SUPPLY UNIT 43 P.O. BOX 4800 PORTLAND OR 97208	2699	10/12/09	Priority: \$286.82	09-12084
INTERMOUNTAIN RURAL ELECTRIC ASSOCIATION 5496 NORTH US HIGHWAY 85 SEDALIA CO 80135	2750	10/21/09	Unsecured: \$1,738.26	09-12074

IN RE: BUILDING MATERIALS HOLDING CORPORATION, ET AL., CASE NO. 09-12074  
CLAIMS TO BE EXPUNGED AS LATE

NAME AND ADDRESS OF CLAIMANT	CLAIM NUMBER	DATE FILED	AMOUNT AND CLASSIFICATION OF CLAIM	CASE NO.
INTRALINKS INC ATTN FRAN SULZER VP A/R 150 EAST 42ND ST 8TH FLOOR NEW YORK NY 10017	2679	9/28/09	Unsecured: \$747.00	09-12074
KLINGSPOR PO BOX 2367 HICKORY NC 28603	2847	12/16/09	Unsecured: \$814.25	BLANK
KPAX COMMUNICATIONS, INC ATTN TAMMY ENGLE PO BOX 4827 MISSOULA MT 59806	2676	9/30/09	Priority: \$707.50	09-12075
LIGNUM FOREST PRODUCTS LLP #1330 - 999 W HASTINGS ST VANCOUVER BC V6C 2W2 CANADA	2797	11/20/09	Unsecured: \$31,409.00	BLANK
LIGNUM FOREST PRODUCTS., LLP #1300 - 999 W HASTINGS ST VANCOUVER BC V6C2W2 CANADA	2796	11/20/09	Unsecured: \$10,261.75	BLANK
MARIA MCKINLEY 6914 LOST TIMBER LANE RICHMOND TX 77471	2760	11/2/09	Unsecured: \$9,000.00	09-12075
MARTINEZ, RAMON M 16735 AVENIDA ATCZADA DHS CA 92240	2707	10/19/09	Unsecured: \$8,500.00	09-12074
MICHAEL LEE ATTN STEVEN M BAKER ESQ NBN 4522 C/O BENSON BERTOLDO BAKER & CARTER CHTD 7408 W SAHARA AVENUE LAS VEGAS NV 89117	2782	11/17/09	Unsecured: \$450,000.00	09-12074
MICHAEL LEE ATTN STEVEN M BAKER ESQ NBN 4522 C/O BENSON BERTOLDO BAKER & CARTER CHTD 7408 W SAHARA AVENUE LAS VEGAS NV 89117	2816	12/2/09	Unsecured: \$450,000.00	09-12074

**IN RE: BUILDING MATERIALS HOLDING CORPORATION, ET AL., CASE NO. 09-12074  
CLAIMS TO BE EXPUNGED AS LATE**

NAME AND ADDRESS OF CLAIMANT	CLAIM NUMBER	DATE FILED	AMOUNT AND CLASSIFICATION OF CLAIM	CASE NO.
MONTOYA, RUBEN 5504 W CINNABAR GLENDALE AZ 85302	2711	10/20/09	Priority: \$0.00 Unsecured: \$726.00	09-12075
MOUNTAIN STATES COMMERCIAL CREDIT MANAGEMENT 333 W HAMPDEN AVE STE 425 ENGLEWOOD CO 80110	2700	10/14/09	Unsecured: \$789.64	09-12075
MOUNTAIN WEST COOPERATIVE 4570 NORTH RESERVE MISSOULA MT 59808	2820	11/30/09	Secured: \$0.00 Unsecured: \$0.00 Priority: \$8,703.40	09-12075
MY DADDY'S AUTOMOTIVE MY DADDY'S AUTOMOTIVE & EXHAUST 7205 NE HWY 99 VANCOUVER WA 98665	2661	9/25/09	Unsecured: \$246.56	09-12075
ORLANDO AMADOR 2751 E BONANZA #1096 LAS VEGAS NV 89101	2727	10/19/09	Secured: \$0.00 Priority: \$16,000.00	09-12074
PELICAN BAY FOREST PRODUCTS PO BOX 4900 UNIT 78 PORTLAND OR 97208	2838	12/3/09	Unsecured: \$2,471.04	09-12075
PITNEY BOWES GLOBAL FINANCIAL SERVICES PITNEY BOWES INC ATTN RECOVERY DEPT 27 WATERVIEW DRIVE SHELTON CT 06484	2738	10/26/09	Unsecured: \$213,501.11	09-12074
PRAXAIR DISTRIBUTION INC C/O RMS BANKRUPTCY RECOVERY SERVICES PO BOX 5126 TIMONIUM MD 21094	2665	9/21/09	Priority: \$800.00 Unsecured: \$242.81	09-12075
PROFESSIONAL TECHNICAL SERVICE 607 ELMIRA ROAD, #145 VACAVILLE CA 95687	2849	12/17/09	Unsecured: \$471.85	09-12077

IN RE: BUILDING MATERIALS HOLDING CORPORATION, ET AL., CASE NO. 09-12074  
CLAIMS TO BE EXPUNGED AS LATE

NAME AND ADDRESS OF CLAIMANT	CLAIM NUMBER	DATE FILED	AMOUNT AND CLASSIFICATION OF CLAIM	CASE NO.
PROFESSIONAL TECHNICAL SERVICE 607 ELMIRA ROAD, #145 VACAVILLE CA 95687	2850	12/18/09	Unsecured: \$472.00	09-12077
PROTECTION ONE C/O CREDITORS BANKRUPTCY SERVICE PO BOX 740933 DALLAS TX 75374	2678	9/25/09	Unsecured: \$415.48	09-12074
QUICKFLASH WEATHERPROOFING PRODUCTS INC 4129 WAGON TRAIL AVE LAS VEGAS NV 89118	2677	10/1/09	Priority: \$2,630.00	09-12075
RESINART CORPORATION ATTN RHENDA FOSTER 1621 PLACENTIA AVE NEWPORT BEACH CA 92627	2826	12/7/09	Priority: \$9,221.35 Unsecured: \$3,069.57	09-12075
RIO GRANDE MATERIAL DAMAVAND TRADING, LLC P.O. BOX 889 LAVEEN AZ 85339	2674	9/26/09	Priority: \$70.00 Unsecured: \$245.00	09-12084
RSC EQUIPMENT RENTAL INC RENTAL SERVICE CORP - MPLS CREDIT 3200 HARBOR LANE N SUITE 100 MINNEAPOLIS MN 55447	2693	10/6/09	Unsecured: \$1,019.75	09-12075
SANTEX TRUCK CENTERS LTD 1380 ACKERMAN RD SAN ANTONIO TX 78219	2759	11/2/09	Priority: \$415.14	09-12075
SELKIRK P.O. BOX 102639 ATLANTA GA 30368	2742	10/28/09	Unsecured: \$5,476.95	BLANK
SERVALITO PRODUCTS INC 3451 MORTON DR EAST MOLINE IL 61244	2706	10/19/09	Unsecured: \$68.16	09-12075

IN RE: BUILDING MATERIALS HOLDING CORPORATION, ET AL., CASE NO. 09-12074  
CLAIMS TO BE EXPUNGED AS LATE

NAME AND ADDRESS OF CLAIMANT	CLAIM NUMBER	DATE FILED	AMOUNT AND CLASSIFICATION OF CLAIM	CASE NO.
SOUTHERN COUNTIES LUBRICANTS LLC P.O. BOX 5765 SANTA ANA CA 92705	2675	9/15/09	Unsecured: \$1,393.16	09-12079
STAPLES INC 300 ARBOR LAKE DRIVE COLUMBIA SC 29223	2767	11/9/09	Unsecured: \$266.86	09-12074
STAPLES INC 300 ARBOR LAKE DRIVE COLUMBIA SC 29223	2818	11/10/09	Unsecured: \$266.86	09-12074
THE SHERWIN-WILLIAMS CO 11840 N 28TH DR STE 101 PHOENIX AZ 85029	2726	10/9/09	Unsecured: \$413.87	09-12082
TOMBALL FOREST LTD 16801 F M 2920 TOMBALL TX 77377	2683	10/2/09	Priority: \$80,766.50	09-12075
TOMBALL FOREST LTD 16801 F M 2920 TOMBALL TX 77377	2857	12/29/09	Priority: \$80,766.50	09-12075
V-1 PROPANE 1770 N HOLMES AVENUE IDAHO FALLS ID 83403	2803	11/23/09	Priority: \$0.00 Unsecured: \$619.80	09-12075
V-1 PROPANE P O BOX 2436 1800 NO HOLMES IDAHO FALLS ID 83403	2802	11/23/09	Priority: \$401.58 Unsecured: \$300.02	BLANK
W.W. GRAINGER, INC. 7300 N. MELVINA M240 NILES IL 60714	2763	10/27/09	Unsecured: \$2,932.31	09-12074



IN RE: BUILDING MATERIALS HOLDING CORPORATION, ET AL., CASE NO. 09-12074  
CLAIMS TO BE EXPUNGED AS LATE

NAME AND ADDRESS OF CLAIMANT	CLAIM NUMBER	DATE FILED	AMOUNT AND CLASSIFICATION OF CLAIM	CASE NO.
WOLF STEEL USA INC 24 NAPOLEON RD BARRIE, ONTARIO L4M 4Y8, CANADA	2660	9/25/09	Priority: \$3,855.72 Unsecured: \$19,971.14	09-12075

**EXHIBIT F**

No Documentation Claims

IN RE: BUILDING MATERIALS HOLDING CORPORATION, ET AL., CASE NO. 09-12074  
CLAIMS TO BE EXPUNGED AS NO SUPPORTING DOCUMENTATION

NAME AND ADDRESS OF CLAIMANT	CLAIM NUMBER	DATE FILED	AMOUNT AND CLASSIFICATION OF CLAIM	CASE NO.	REASON FOR DISALLOWANCE
BRO-HAHN CONSTRUCTION ALLISON CHERRY LAFFERTY KROLOFF BELCHER SMART PERRY & CHRISTOPHE 7540 SHORELINE DR STOCKTON CA 95219	2383	8/31/08	Unsecured: \$50,000.00	09-12074	No supporting documentation filed with the claim, and based on the Debtors' books and records, the Debtors do not believe that any amounts are due and owing to the claimant.
LAW OFFICE OF HAYES & WELSH GARRY L. HAYES RE ASHMUSKD DEVTUDOR PARK 199 N. ARROYO GRANDE BLVD., #200 HENDERSON NV 89074	2385	8/31/08	Unliquidated	09-12083	No supporting documentation filed with the claim, and based on the Debtors' books and records, the Debtors do not believe that any amounts are due and owing to the claimant.
MARTINEZ, ALEJANDRO 1361 IMPERIAL BEACH BLVD IMPERIAL BCH CA 91932	1338	8/18/09	Unliquidated	09-12081	No supporting documentation filed with the claim, and based on the Debtors' books and records, the Debtors do not believe that any amounts are due and owing to the claimant.
MARTINEZ, ALEJANDRO S. 1361 IMPERIAL BEACH BLVD IMPERIAL BCH CA 91932	1233	8/17/09	Unliquidated	09-12081	No supporting documentation filed with the claim, and based on the Debtors' books and records, the Debtors do not believe that any amounts are due and owing to the claimant.
MULLENLEO G 1811 ROBINSON IRVING TX 75060	1338	8/18/09	Unliquidated	09-12074	No supporting documentation filed with the claim, and based on the Debtors' books and records, the Debtors do not believe that any amounts are due and owing to the claimant.
SPRINGEL & FINK, LLP ADAM H. SPRINGEL RE DIST CT CLARK CTY NV CASE#A565461 2475 VILLAGE VIEW DRIVE, STE. 250 HENDERSON NV 89074	2386	8/31/09	Unliquidated	09-12083	No supporting documentation filed with the claim, and based on the Debtors' books and records, the Debtors do not believe that any amounts are due and owing to the claimant.

IN RE: BUILDING MATERIALS HOLDING CORPORATION, ET AL., CASE NO. 09-12074  
CLAIMS TO BE EXPUNGED AS NO SUPPORTING DOCUMENTATION

NAME AND ADDRESS OF CLAIMANT	CLAIM NUMBER	DATE FILED	AMOUNT AND CLASSIFICATION OF CLAIM	CASE NO.	REASON FOR DISALLOWANCE
TODD SIMIANER(CONT) 106 UNIVERSITY AVENUE MISSOULA MT 59801	709	8/5/09	Unsecured: \$500.00	09-12075	No supporting documentation filed with the claim, and based on the Debtors' books and records, the Debtors do not believe that any amounts are due and owing to the claimant.

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

In re:

BUILDING MATERIALS HOLDING  
CORPORATION, *et al.*,<sup>1</sup>

Reorganized Debtors.

Chapter 11

Case No. 09-12074 (KJC)

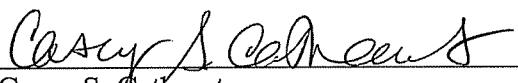
Jointly Administered

**AFFIDAVIT OF SERVICE**

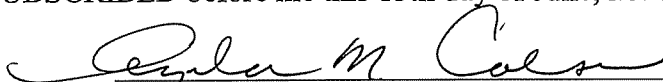
STATE OF DELAWARE     )  
                                      ) SS  
NEW CASTLE COUNTY    )

Casey S. Cathcart, an employee of the law firm of Young Conaway Stargatt & Taylor, LLP, co-counsel to the Reorganized Debtors, being duly sworn according to law, deposes and says that on June 15, 2010, she caused a copy of the **Reorganized Debtors' Objection to Notice of Motion of Rucker Construction, Inc. for Relief from Stay Under Section 362 of the Bankruptcy Code** to be served as indicated upon the parties identified on the attached service list and via Federal Express and electronic mail upon the following party:

Parris H. Schmidt, Esq.  
Bowman and Brooke LLP  
1741 Technology Drive, Suite 200  
San Jose, CA 95110  
parris.schmidt@bowmanandbrooke.com  
(Counsel to Rucker Construction, Inc.)

  
Casey S. Cathcart

SWORN TO AND SUBSCRIBED before me this 15th day of June, 2010.

  
Notary Public  
My Commission Expires:

<sup>1</sup> The Reorganized Debtors, along with the last four digits of each Reorganized Debtor's tax identification number, are as follows: Building Materials Holding Corporation (4269), BMC West Corporation (0454), SelectBuild Construction, Inc. (1340), SelectBuild Northern California, Inc. (7579), Illinois Framing, Inc. (4451), C Construction, Inc. (8206), TWF Construction, Inc. (3334), H.N.R. Framing Systems, Inc. (4329), SelectBuild Southern California, Inc. (9378), SelectBuild Nevada, Inc. (8912), SelectBuild Arizona, LLC (0036), and SelectBuild Illinois, LLC (0792). The mailing address for the Reorganized Debtors is 720 Park Boulevard, Suite 200, Boise, Idaho 83712.

ANGELA M. COLSON  
NOTARY PUBLIC  
STATE OF DELAWARE  
My commission expires Aug. 31, 2011

**BUILDING MATERIALS HOLDING CORPORATION**  
**2002 SERVICE LIST**  
**6/15/2010**

David G. Aelvoet, Esq.  
Linebarger Goggan Blair & Sampson LLP  
Travis Building, 711 Navarro, Suite 300  
San Antonio, TX 78205  
(Counsel to Bexar County)  
***First Class Mail***

Christopher M. Alston, Esq.  
Foster Pepper PLLC  
1111 Third Avenue, Suite 3400  
Seattle, WA 98101  
(Counsel to JELD-WEN, inc.)  
***First Class Mail***

Sanjay Bhatnagar, Esq.  
Cole, Schotz, Meisel, Forman & Leonard, P.A.  
500 Delaware Avenue, Suite 1410  
Wilmington, DE 19801  
(Counsel to CNH Capital America, LLC)  
***Hand Delivery***

Brian W. Bisignani, Esq.  
Post & Schell, P.C.  
17 North 2nd Street, 12th Floor  
Harrisburg, PA 17101-1601  
(Counsel to Aon Consulting)  
***First Class Mail***

Robert McL. Boote, Esq.  
Ballard Spahr Andrews & Ingersoll, LLP  
1735 Market Street, 51st Floor  
Philadelphia, PA 19103-7599  
(Counsel to Westchester Fire Insurance  
Company and ACE USA)  
***First Class Mail***

David Boyle  
Airgas, Inc.  
259 Radnor-Chester Road, Suite 100  
P.O. Box 6675  
Radnor, PA 19087-8675  
***First Class Mail***

Barbara L. Caldwell, Esq.  
Aiken Schenk Hawkins & Ricciardi P.C.  
4742 North 24th Street, Suite 100  
Phoenix, AZ 85016  
(Counsel to Maricopa County)  
***First Class Mail***

Andrew Cardonick, Esq  
Greenberg Traurig, LLP  
77 West Wacker Drive, Suite 3100  
Chicago, IL 60601  
(Counsel to Grace Bay Holdings, II, LLC)  
***First Class Mail***

Craig W. Carlson, Esq.  
The Carlson Law Firm, P.C.  
P.O. Box 10520  
Killeen, TX 76547-0520  
(Counsel to Juanita Stace)  
***First Class Mail***

Scott T. Citek, Esq.  
Lamm & Smith, P.C.  
3730 Kirby Drive, Suite 650  
Houston, TX 77098  
(Counsel to Bay Oil Company)  
***First Class Mail***

**BUILDING MATERIALS HOLDING CORPORATION**  
**2002 SERVICE LIST**  
**6/15/2010**

Theodore A. Cohen, Esq.  
Sheppard, Mullin, Richter & Hampton, LLP  
333 South Hope Street, 48th Floor  
Los Angeles, CA 90071  
(Counsel to Southwest Management, Inc.)  
***First Class Mail***

David V. Cooke, Esq.  
Assistant City Attorney - Municipal Operations  
201 West Colfax Avenue, Dept. 1207  
Denver, CO 80202-5332  
(Counsel to the City and County of Denver)  
***First Class Mail***

Scott D. Cousins, Esq.  
Dennis A. Melero, Esq.  
Greenberg Traurig, LLP  
1007 North Orange Street, Suite 1200  
Wilmington, DE 19801  
(Counsel to Grace Bay Holdings, II, LLC)  
***Hand Delivery***

David N. Crapo, Esq.  
Gibbons P.C.  
One Gateway Center  
Newark, NJ 07102-5310  
(Counsel to Southwest Management, Inc.)  
***First Class Mail***

Raniero D. D'Aversa, Jr., Esq.  
Laura D. Metzger, Esq.  
Weston T. Eguchi, Esq.  
Orrick, Herrington & Sutcliffe LLP  
666 Fifth Avenue  
New York, NY 10103-0001  
(Counsel to Rabobank International)  
***First Class Mail***

Tobey M. Daluz, Esq.  
Joshua E. Zugerman, Esq.  
Ballard Spahr Andrews & Ingersoll, LLP  
919 North Market Street, 12th Floor  
Wilmington, DE 19801  
(Counsel to Westchester Fire Insurance  
Company and ACE USA)  
***Hand Delivery***

Robert J. Dehney, Esq.  
Morris Nichols Arsht & Tunnell LLP  
1201 North Market Street, 18th Floor  
P.O. Box 1347  
Wilmington, DE 19899-1347  
(Counsel to D.R. Horton, Inc.)  
***Hand Delivery***

John P. Dillman, Esq.  
Linebarger Goggan Blair & Sampson LLP  
P.O. Box 3064  
Houston, TX 77253-3064  
(Counsel to Cypress-Fairbanks ISD, Fort Bend  
County, and Harris County)  
***First Class Mail***

Mark W. Eckard, Esq.  
Reed Smith LLP  
1201 North Market Street, Suite 1500  
Wilmington, DE 19801  
(Counsel to CIT Technology Financing  
Services, Inc.)  
***Hand Delivery***

William R. Firth, III, Esq.  
Gibbons P.C.  
1000 North West Street, Suite 1200  
Wilmington, DE 19801  
(Counsel to Southwest Management, Inc.)  
***Hand Delivery***

**BUILDING MATERIALS HOLDING CORPORATION**  
**2002 SERVICE LIST**  
**6/15/2010**

Kevin B. Fisher, Esq.  
Seth Mennillo, Esq.  
Paul, Hastings, Janofsky & Walker LLP  
55 Second Street, 24th Floor  
San Francisco, CA 94105  
(Counsel to Wells Fargo Bank, N.A.)  
***First Class Mail***

John M. Flynn, Esq.  
Carruthers & Roth, P.A.  
235 North Edgeworth Street  
P.O. Box 540  
Greensboro, NC 27401  
(Counsel to Arrowood Indemnity Company)  
***First Class Mail***

Christopher J. Giaimo, Jr., Esq.  
Katie A. Lane, Esq.  
Arent Fox LLP  
1050 Connecticut Avenue, NW  
Washington, DC 20036-5339  
(Counsel to the Official Committee of  
Unsecured Creditors)  
***First Class Mail***

Adam C. Harris, Esq.  
David J. Karp, Esq.  
Schulte Roth & Zabel LLP  
919 Third Avenue  
New York, NY 10022  
(Counsel to DK Acquisition Partners, L.P.)  
***First Class Mail***

Paul N. Heath, Esq.  
Richards, Layton & Finger, P.A.  
One Rodney Square  
920 North King Street  
Wilmington, DE 19801  
(Counsel to Wells Fargo Bank, N.A.)  
***Hand Delivery***

David G. Hellmuth, Esq.  
Hellmuth & Johnson, PLLC  
10400 Viking Drive, Suite 500  
Eden Prairie, MN 55344  
(Counsel to FCA Construction Company, LLC)  
***First Class Mail***

Melody C. Hogston  
Royal Mouldings Limited  
P.O. Box 610  
Marion, VA 24354  
***First Class Mail***

Eric H. Holder, Jr., Esq.  
U. S. Attorney General  
Department of Justice - Commercial Litigation  
Branch  
950 Pennsylvania Avenue, N.W.  
Washington, DC 20530-0001  
***First Class Mail***

James E. Huggett, Esq.  
Amy D. Brown, Esq.  
Margolis Edelstein  
750 Shipyard Drive, Suite 102  
Wilmington, DE 19801  
(Counsel to Eduardo Acevedo, et al.)  
***First Class Mail***

IKON Financial Services  
Attn: Bankruptcy Administration  
1738 Bass Road  
P.O. Box 13708  
Macon, GA 31208-3708  
***First Class Mail***



**BUILDING MATERIALS HOLDING CORPORATION**  
**2002 SERVICE LIST**  
**6/15/2010**

Internal Revenue Service  
Attn: Insolvency Section  
11601 Roosevelt Blvd., Mail Drop N781  
P.O. Box 21126  
Philadelphia, PA 19114  
***First Class Mail***

Thomas W. Isaac, Esq.  
Dietrich, Glasrud, Mallek & Aune  
5250 North Palm Avenue, Suite 402  
Fresno, CA 93704  
(Counsel to Wilson Homes, Inc.)  
***First Class Mail***

Neal Jacobson, Esq.  
Senior Trial Counsel  
Securities and Exchange Commission  
3 World Financial Center, Suite 400  
New York, NY 10281  
***First Class Mail***

Michael J. Joyce, Esq.  
Cross & Simon, LLC  
913 North Market Street, 11th Floor  
Wilmington, DE 19801  
(Counsel to Arrowood Indemnity Company)  
***Hand Delivery***

Thomas L. Kent, Esq.  
Paul, Hastings, Janofsky & Walker LLP  
75 East 55th Street, 1st Floor  
New York, NY 10022  
(Counsel to Wells Fargo Bank)  
***First Class Mail***

Gary H. Leibowitz, Esq.  
Cole, Schotz, Meisel, Forman & Leonard, P.A.  
300 East Lombard Street, Suite 2600  
Baltimore, MD 21202  
(Counsel to CNH Capital America, LLC)  
***First Class Mail***

Louisiana-Pacific Corporation  
Attn: Bruce J. Iddings  
P.O. Box 4000-98  
Hayden Lake, ID 83835-4000  
(Top 50)  
***First Class Mail***

Cliff W. Marcek, Esq.  
Cliff W. Marcek, P.C.  
700 South Third Street  
Las Vegas, NV 89101  
(Counsel to Edward and Gladys Weisgerber)  
***First Class Mail***

Dan McAllister  
San Diego County Treasurer-Tax Collector,  
Bankruptcy Desk  
1600 Pacific Highway, Room 162  
San Diego, CA 92101  
***First Class Mail***

David B. McCall, Esq.  
Gay, McCall, Issacks, Gordon & Roberts, P.C.  
777 East 15th Street  
Plano, TX 75074  
(Counsel to the Collin County Tax  
Assessor/Collector)  
***First Class Mail***

**BUILDING MATERIALS HOLDING CORPORATION**  
**2002 SERVICE LIST**  
**6/15/2010**

Frank F. McGinn, Esq.  
Bartlett Hackett Feinberg, P.C.  
155 Federal Street, 9th Floor  
Boston, MA 02110  
(Counsel to Iron Mountain Information  
Management, Inc.)  
***First Class Mail***

Joseph J. McMahon, Jr., Esq.  
Office of the United States Trustee  
844 King Street, Suite 2207  
Lock Box 35  
Wilmington, DE 19801  
***Hand Delivery***

Joseph McMillen  
Midlands Claim Administrators, Inc.  
3503 N.W. 63rd Street, Suite 204  
P.O. Box 23198  
Oklahoma, OK 73123  
***First Class Mail***

Kathleen M. Miller, Esq.  
Smith, Katzenstein & Furlow LLP  
800 Delaware Avenue, 7th Floor  
P.O. Box 410  
Wilmington, DE 19801  
(Counsel to Airgas, Inc.)  
***Hand Delivery***

Sheryl L. Moreau, Esq.  
Missouri Department of Revenue - Bankruptcy  
Unit  
P.O. Box 475  
Jefferson City, MO 65105-0475  
***First Class Mail***

Charles J. Pignuolo, Esq.  
Devlin & Pignuolo, P.C.  
1800 Bering Drive, Suite 310  
Houston, TX 77057  
(Counsel to Partners in Building, L.P.)  
***First Class Mail***

Margery N. Reed, Esq.  
Wendy M. Simkulak, Esq.  
Duane Morris LLP  
30 South 17th Street  
Philadelphia, PA 19103-4196  
(Counsel to ACE Companies)  
***First Class Mail***

Michael Reed, Esq.  
McCreary, Veselka, Bragg & Allen, P.C.  
P.O. Box 1269  
Round Rock, TX 78680  
(Counsel to Local Texas Taxing Authorities)  
***First Class Mail***

Jonathan Lee Riches  
Federal Medical Center  
P.O. Box 14500  
Lexington, KY 40512  
***First Class Mail***

Debra A. Riley, Esq.  
Allen Matkins Leck Gamble Mallory & Natsis  
LLP  
501 West Broadway, 15th Floor  
San Diego, CA 92101  
(Counsel to D.R. Horton, Inc.)  
***First Class Mail***

**BUILDING MATERIALS HOLDING CORPORATION**  
**2002 SERVICE LIST**  
**6/15/2010**

Randall A. Rios, Esq.  
Timothy A. Million, Esq.  
Munsch Hardt Kopf & Harr, PC  
700 Louisiana, 46th Floor  
Houston, TX 77002  
(Counsel to Cedar Creek Lumber, Inc.)  
***First Class Mail***

George Rosenberg, Esq.  
Assistant Arapahoe County Attorney  
5334 South Prince Street  
Littleton, CO 80166  
(Counsel to Arapahoe County Treasurer)  
***First Class Mail***

Howard C. Rubin, Esq.  
Kessler & Collins, P.C.  
2100 Ross Avenue, Suite 750  
Dallas, TX 75201  
(Counsel to CRP Holdings B, L.P.)  
***First Class Mail***

Bradford J. Sandler, Esq.  
Jennifer R. Hoover, Esq.  
Jennifer E. Smith, Esq.  
Benesch, Friedlander, Coplan & Aronoff LLP  
222 Delaware Avenue, Suite 801  
Wilmington, DE 19801  
(Counsel to the Official Committee of  
Unsecured Creditors)  
***Hand Delivery***

Secretary of State  
Franchise Tax  
Division of Corporations  
P.O. Box 7040  
Dover, DE 19903  
***First Class Mail***

Secretary of Treasury  
Attn: Officer, Managing Agent or General Agent  
P.O. Box 7040  
Dover, DE 19903  
***First Class Mail***

Securities & Exchange Commission  
Attn: Christopher Cox  
100 F Street, NE  
Washington, DC 20549  
***First Class Mail***

Securities & Exchange Commission  
Bankruptcy Unit  
Attn: Michael A. Berman, Esq.  
450 Fifth Street NW  
Washington, DC 20549  
***First Class Mail***

Ellen W. Slight, Esq.  
Assistant United States Attorney  
U.S. Attorney's Office  
1007 Orange Street, Suite 700  
P.O. Box 2046  
Wilmington, DE 19899  
***Hand Delivery***

Tennessee Department of Revenue  
c/o Tennessee Attorney General's Office,  
Bankruptcy Division  
P.O. Box 20207  
Nashville, TN 37202-0207  
***First Class Mail***

**BUILDING MATERIALS HOLDING CORPORATION**  
**2002 SERVICE LIST**  
**6/15/2010**

Kimberly Walsh, Esq.  
Assistant Attorney General  
Texas Comptroller of Public Accounts,  
Bankruptcy & Collections Division  
P.O. Box 12548  
Austin, TX 78711-2548  
***First Class Mail***

Christopher A. Ward, Esq.  
Shanti M. Katona, Esq.  
Polsinelli Shughart PC  
222 Delaware Avenue, Suite 1101  
Wilmington, DE 19801  
(Counsel to SunTrust Bank)  
***Hand Delivery***

Paul M. Weiser, Esq.  
Buchalter Nemer  
16435 North Scottsdale Road, Suite 440  
Scottsdale, AZ 85254-1754  
(Counsel to Elwood HA, L.L.C.)  
***First Class Mail***

Elizabeth Weller, Esq.  
Linebarger Goggan Blair & Sampson LLP  
2323 Bryan Street, Suite 1600  
Dallas, TX 75201  
(Counsel to Dallas County and Tarrant County)  
***First Class Mail***

Duane D. Werb, Esq.  
Julia B. Klein, Esq.  
Werb & Sullivan  
300 Delaware Avenue, Suite 1300  
Wilmington, DE 19801  
(Counsel to CRP Holdings B, L.P.)  
***Hand Delivery***

Joanne B. Wills, Esq.  
Sally E. Veghte, Esq.  
Klehr, Harrison, Harvey, Branzburg & Ellers LLP  
919 Market Street, Suite 1000  
Wilmington, DE 19801  
(Counsel to Rabobank International)  
***Hand Delivery***

Jennifer St. John Yount, Esq.  
Jennifer B. Hildebrandt, Esq.  
Paul, Hastings, Janofsky & Walker, LLP  
515 South Flower Street, Twenty-Fifth Floor  
Los Angeles, CA 90071  
(Counsel to Wells Fargo Foothill, LLC)  
***First Class Mail***