

**PROOF OF CLAIM**



**YOUR CLAIM IS SCHEDULED AS:**

Schedule/Claim ID s576

Name of Debtor:  
**Gas-Mart USA, Inc.**

Case Number:  
**15-41915-ABF**

Amount/Classification  
\$2,849.32 Unsecured Unliquidated

NOTE: Do not use this form to make a claim for an administrative expense that arises after the bankruptcy filing. You may file a request for payment of an administrative expense according to 11 U.S.C. § 503.

Name of Creditor (the person or other entity to whom the debtor owes money or property):

Name and address where notices should be sent:  
 37460320901485  
**LDR CLEANING & RESTORATION**  
**4652 STENSTROM RD**  
**ROCKFORD, IL 61109-2625**

The amounts reflected above constitute your claim as scheduled by the Debtor or pursuant to a filed claim. If you agree with the amounts set forth herein, and have no other claim against the Debtor, you do not need to file this proof of claim EXCEPT as stated below.

If the amounts shown above are listed as Contingent, Unliquidated or Disputed, a proof of claim must be filed.

If you have already filed a proof of claim with the Bankruptcy Court or BMC, you do not need to file again.

Creditor Telephone Number **815 874-7066** email: **droach@ldr4service.com**

**THIS SPACE IS FOR COURT USE ONLY**

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

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

Court Claim Number (if known):

Payment Telephone Number **815 874-7066** email: **ldr4service.com**

Filed on:

**1. AMOUNT OF CLAIM AS OF DATE CASE FILED** \$ 2,849.32  
 If all or part of your claim is secured, complete item 4.  
 If all or part of your claim is entitled to priority, complete item 5.  
 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:** Fire damage repair services - 2006 Center Avenue, Jonesville, WI 53545  
 (See instruction #2)

**3. LAST FOUR DIGITS OF ANY NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR:**  
0159

**3a. Debtor may have scheduled account as:**  
 (See instruction #3a)

**3b. Uniform Claim Identifier (optional):**  
 (See instruction #3b)

**4. SECURED CLAIM:** (See instruction #4)  
 Check the appropriate box if your claim is secured by a lien on property or a right of set off, attach required redacted documents, and provide the requested information.  
**Nature of property or right of setoff:**  
 Describe:  
 Real Estate  Motor Vehicle  Other \_\_\_\_\_  
 Value of Property: \$ \_\_\_\_\_  
 Annual Interest Rate: \_\_\_\_\_ %  Fixed or  Variable (when case was filed)  
 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: \$ \_\_\_\_\_

**RECEIVED**  
**DEC 22 2015**  
**BMC GROUP**

**5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507(a).** If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount.  
 Amount entitled to priority: \$ \_\_\_\_\_  
**You MUST specify the priority of the claim:**  
 Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).  Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8).  
 Up to \$2,775\* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7).  Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5).  
 Wages, salaries, or commissions (up to \$12,475\*), 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).  Other - Specify applicable paragraph of 11 U.S.C. § 507(a) ( \_\_\_\_\_ ).  
 \* Amounts are subject to adjustment on 4/1/16 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

**6. CREDITS:** The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #6)

**Gas-Mart USA, Inc. POC**  
 00200

**7. DOCUMENTS:** Attached are redacted copies of documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements, or, in the case of a claim based on an open-end or revolving consumer credit agreement, a statement providing the information required by FRBP 3001(c)(3)(A). If the claim is secured, box 4 has been completed, and redacted copies of documents providing evidence of perfection of a security interest are attached. If the claim is secured by the debtor's principal residence, the Mortgage Proof of Claim Attachment is being filed with this claim. (See instruction #7, and definition of "redacted").

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

If the documents are not available, please explain:

**DATE-STAMPED COPY:** To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

The original of this completed proof of claim form must be sent by mail or hand delivered (FAXES AND EMAILS NOT ACCEPTED) so that it is actually received on or before 5:00 pm, Prevailing Central Time on December 29, 2015 for all Governmental Units and Non-Governmental Claimants.

**BY MAIL TO:**  
 BMC Group, Inc  
 Attn: Gas-Mart, USA Inc. Claims Processing  
 PO Box 90100  
 Los Angeles, CA 90009

**BY MESSENGER OR OVERNIGHT DELIVERY TO:**  
 BMC Group, Inc  
 Attn: Gas-Mart, USA Inc. Claims Processing  
 300 N. Continental Blvd, Suite 570  
 El Segundo, CA 90245-5072

**8. SIGNATURE:** (See instruction #8)

Check the appropriate box.

- I am the creditor.       I am the creditor's authorized agent.       I am the trustee, or the debtor, or their authorized agent. (See Bankruptcy Rule 3004.)       I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: Donna J. Roach  
 Title: Treasurer  
 Company: LDR CONSTRUCTION SERVICES, INC.      Donna J. Roach      12/16/2015  
 Address and telephone number (if different from notice address above): \_\_\_\_\_ (Signature) (Date)

Telephone number: \_\_\_\_\_ email: droach@ldr4service.com  
(815) 874-7000

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

**LIST OF DEBTORS:**

Debtor Name	Case Number
Gas-Mart USA, Inc.	15-41915-ABF
Aving-Rice, LLC	15-41917-ABF
Fran Transport & Oil Co.	15-41918-ABF
G&G Enterprises, LLC	15-41919-ABF

# Schlueter Ecklund

Attorneys

GARY L. ECKLUND  
CHARLES D. SCHLUETER  
DAVID L. DAVITT\*  
TIMOTHY K. WHITHAM  
DAVID E. MAYFIELD, Of Counsel \*\*  
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4023 CHARLES STREET  
ROCKFORD, ILLINOIS 61108-6199

PHONE 815-229-5333  
FAX 815-229-0733

MELVIN L. SCHLUETER (1926-2007)

\* Also licensed to practice in Iowa  
\*\* Also licensed to practice in Wisconsin

Writer's Email Address:  
dmayfield@rockriverlaw.com  
Website: www.rockriverlaw.com

April 28, 2015

Gas-Mart, USA, Inc.  
ATTN: Mr. Leroy Stocks  
10777 Barkley  
Suite 100  
Overland Park, KS 66211

Re: 2006 Center Avenue, Janesville, WI 53545

Dear Mr. Stocks:

This office represents LDR Construction Services, Inc. ("LDR"). As you are aware, LDR furnished labor and materials to the Gas-Mart property located at 2006 Center Avenue, Janesville, Wisconsin, pursuant to a written contract with LDR signed December 4, 2014.

The balance of \$2,849.32 remains due and owing. Despite numerous collection efforts by LDR, Gas-Mart has failed to pay this amount.

The purpose of this letter is to advise you that unless the full amount of \$2,849.32 is paid to LDR on or before May 15, 2015, then suit will be filed against you without further notice. In addition, LDR may also exercise such other and further remedies as it may have, including, but not limited to, the filing of a construction lien against the property.

If suit is filed, you will be obligated to pay not only the above amount, but also LDR's attorney's fees and court costs. Please make every effort to pay to avoid this consequence.

Very truly yours,

SCHLUETER ECKLUND

  
David E. Mayfield

DEM/mt  
cc: Len Roach, President



**Cleaning & Restoration**

**Disaster Restoration Specialists**

**LDR Cleaning & Restoration**  
4652 Stenstrom Road  
Rockford, IL 61109-2625  
(815) 874-7066  
(815) 874-1541 Fax

**Date:** 03/18/15

**Invoice #:** SI-10007

# INVOICE

**Care of:**  
Gas Mart, USA  
2006 Center Ave  
Janesville, WI 53545

**Bill To:**  
Gas Mart, USA  
2006 Center Ave.  
Janesville, WI 53545  
Phone: (608) 754-0121

Estimator	Job #	File/Claim #	Terms
Jeff Rydell	W14-00159-S		Due Upon Receipt
Description			Total

Final Bill For Fire Damage Repairs

\$2,849.32

Your Account Is Past Due  
Send Your Payment In Full Today

<i>State Tax Id #</i> <i>Payment terms</i>	Subtotal	\$2,849.32
	NO TAX	\$0.00
	<b>Total:</b>	<b>\$2,849.32</b>
		<b>Amount Due: \$2,849.32</b>

W14-00159-S



**LDR Construction Services, Inc.**

977 Norwood Rd Ste 110  
Janesville, WI 53547  
(608)-743-1339  
Fax (608)-563-2251  
Tax ID# 36-3788873

Client: Citgo ( Leroy Stocks )  
Property: 2006 Center Ave.  
Janesville, WI 53545

Leroy Stocks: (913) 940-5511  
Desiree: (608) 754-0121

Operator: JRYDELL

Estimator: Jeff Rydell  
Company: LDR Construction Services, Inc.  
Business: 4652 Stenstrom Rd  
Rockford, IL 61109

Business: (815) 874-7066  
E-mail: jrydell@ldr4service.com

Reference:  
Company: Jeff Rydell  
Business: 977 Norwood Road Suite 110  
Janesville, WI 53546

Business: (608) 743-1339  
E-mail: jrydell@ldr4service.com

Type of Estimate: Fire

Date Entered: 11/25/2014

Date Assigned: 11/18/2014

Price List: WIMA8X\_NOV14

Labor Efficiency: Restoration/Service/Remodel

Estimate: W14-00159-S-1

1. LDR Construction Services, Inc. (LDR) proposes to perform the work described in the specifications attached hereto as schedule 1 (the work) upon the following terms and conditions.

1.1 **Cost of Work:**

LDR agrees to complete in a workman like manner the work described in schedule 1 for the sum total of: \$ 2,849.32  
(subject to modifications for storage fees, change orders, additional work or open items.)

1.2 **Payment Terms:**

Unless other arrangements are agreed to by LDR in writing prior to commencement of the work, payment shall be made as follows:

1.2.1 The deductible/ deposit portion of the contract shall be paid upon the start of the work.

The required deposit amount is: \_\_\_\_\_

1.2.2 Balance payable as follows: (Subject to section 1.2.3 below)

\$2849.32 Due upon project completion



**LDR Construction Services, Inc.**

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Janesville, WI 53547  
(608)-743-1339  
Fax (608)-563-2251  
Tax ID# 36-3788873

1.2.3 LDR reserves the right to bill Customers insurance company directly during the progress of work and at completion. Customer agrees and gives their insurance company permission to include LDR's name on all checks issued. Customer acknowledges and agrees, however that the Customer is fully responsible for payment for all work performed pursuant to this proposal, including, but not limited to any amount(s) and any other sums not paid or covered by insurance, or amounts withheld due to insurance, or amounts withheld due to insurance settlement difficulties.

**2. Extra Work/Change Orders:**

Any alterations or deviations from the above-referenced specifications involving extra costs, including cost to upgrade the premises in order to comply with current code requirements, will be performed with a change order in a form acceptable to LDR.

3. This proposal may be withdrawn by LDR at any time prior to delivery of written acceptance by Customer and shall be deemed automatically withdrawn if written acceptance is not received by LDR within (20) business days of the date hereof.

4. **THIS PROPOSAL IS SUBJECT TO THE TERMS AND CONDITIONS LISTED BELOW.** Once it is signed by Customer, this proposal becomes our legal agreement.

Respectfully submitted by: LDR Construction Services, Inc.

By: Jeff Rydell  
Jeff Rydell

Licensed (State of Illinois) and insured as required. Our workers are covered by Worker's Compensation Insurance.

**Acceptance of Proposal**

Customer agrees to the above terms and conditions and LDR is hereby authorized to do the work as specified. Customer agrees to make payments as outlined herein. Customer hereby authorizes LDR to request and verify credit information from credit reporting bureau. Customer further authorizes that a photo static copy of this authorization may be relied upon as if it were an original. Customer acknowledges having read carefully the above agreement and the following Terms and Conditions, in its entirety, knows and understands all of its contents and signs this acceptance willingly.

Date: 12-18-14 Customer: [Signature]  
Customer: Gas Mart Usa

5. **Warranties** COMPANY warrants that all work to be performed by COMPANY or its agent will be completed in a workman like manner and be free from material defects for a period of one (1) year from the date of completion. Customer acknowledges that due to the subjective judgment required in assessing original condition, COMPANY cannot warrant or guarantee that the specifications will successfully restore personal or real property. Customer's remedy for any breach of warranty contained herein shall be limited to repair or replacement of any defective work and COMPANY shall not be subject to any liability for incidental or consequential damages as a result of any such breach. Except as expressly provided for in this proposal, there are no other warranties, express or implied, with regard to the labor or materials to be provided by COMPANY AND ANY AND ALL WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED.

6. **No Prior Representations/Entire agreement** Customer acknowledges that Customer's approval of this proposal is based solely on the representations and warranties expressly described in this proposal, and no other representations, warranties or agreements have been made or entered into by COMPANY, its agents or employees in connection with the work to be performed hereunder. This agreement contains the entire understanding and agreement of the parties with respect to the subject matter of it. If any portion of this contract is deemed to be invalid, the other sections of the contract shall remain valid.

7. **Storage Charges** Customer shall be responsible for the payment of storage charges for all items delivered to COMPANY



**LDR Construction Services, Inc.**

977 Norwood Rd Ste 110  
Janesville, WI 53547  
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Tax ID# 36-3788873

W14-00159-S

W14-00159-S

DESCRIPTION	QTY
Content Manipulation charge - per hour - Time to move shelving etc. in order to perform the work.	2.00 HR
Floor protection - cloth - skid resistant, breathable - Protect floor during project.	200.00 SF
Heat/AC register - Mechanically attached - Detach & reset	1.00 EA
Fluorescent light fixture - 2' & 4' - Detach & reset	2.00 EA
Carpenter - General Framer - per hour - Labor hours for 2 workers for 8 hours to clean and seal area above damaged ceiling.	16.00 HR
(Material Only) Seal the surface area w/latex based stain blocker - one coat	200.00 SF
R&R Ductwork - flexible - insulated - 12" round	30.00 LF
R&R Suspended ceiling grid - 2' x 4' - Replace 1 main run of ceiling grid (approximately 18 ft long) - Replace 1 four foot track of ceiling grid.	144.00 SF
R&R Acoustic ceiling tile - Replace damaged ceiling tiles with new tiles that are as close to a match as possible.	144.00 SF
Haul debris - per pickup truck load - including dump fees	1.00 EA

**Labor Minimums Applied**

DESCRIPTION	QTY
Heat, vent, & air cond. labor minimum	1.00 EA
Electrical labor minimum	1.00 EA
Painting labor minimum	1.00 EA

Grand Total

Jeff Rodell



4652 Stenstrom Road - Rockford, IL 61109

**Construction Services, Inc.**  **Cleaning & Restoration**

**Disaster Restoration Specialists**

Office: 815-874-7066 - Fax: 815-874-1541

**WORK AUTHORIZATION**  
**LDR Construction Services, Inc.**  
**Cleaning & Restoration**

CUSTOMER: Gas Mart USA

DATE OF LOSS: 11/17/14

TYPE OF LOSS: Fire

The undersigned, as the owner/agent of the property located at:

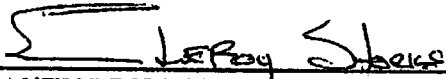
Zoo Center Ave. Janesville, WI 53545

hereby authorizes and instructs **LDR Construction Services, Inc.** to perform all work necessary to limit damage and protect the "property" from further damage as reasonably possible.

The undersigned acknowledges responsibility for, and hereby agrees to pay **LDR Construction Services, Inc.** all labor, materials, and equipment utilized to mobilize, commence and perform the work.

The undersigned acknowledges that all accounts are due and payable within 30 days of the invoice date.

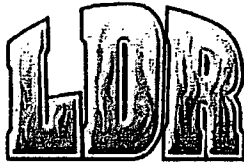
In the event of non-payment, the undersigned agrees to pay all collection costs incurred by **LDR Construction Services, Inc. Cleaning & Restoration**, including all reasonable attorney fees.

  
AUTHORIZING SIGNATURE

11-19-14  
DATE

LDR Construction Services, Inc.  
4652 Stenstrom Road  
Rockford, IL 61109  
(815) 874-7066  
Fax (815) 874-1541





4652 Stenstrom Road - Rockford, IL 61109

**Construction Services, Inc.**  **Cleaning & Restoration**

**Disaster Restoration Specialists**

Office: 815-874-7066 - Fax: 815-874-1541

**Certificate of Completion & Satisfaction  
Authorization to Pay**

I have reviewed the work performed and completed by LDR Construction Services, Inc., and agree that all work performed and materials supplied by LDR Construction Services, Inc. in accordance with the signed work authorization have been completed to my satisfaction.


I hereby authorize and direct the Insurance Company to make payment directly to LDR Construction Services, Inc. for the work to which the coverage applies.

Signed this, the 12-18-14 day of \_\_\_\_\_, \_\_\_\_\_

  
\_\_\_\_\_  
For LDR Construction Services, Inc.

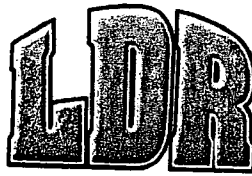
  
\_\_\_\_\_  
Customer/Insured Signature

\_\_\_\_\_  
Const. Co. Representative Name

  
\_\_\_\_\_  
Customer/Insured Name

2006 Center Ave. Jansville O.I.  
\_\_\_\_\_  
Property Address

LDR Construction Services, Inc.  
4652 Stenstrom Road  
Rockford, IL 61109  
(815) 874-7066  
Fax (815) 874-1541



4652 Stenstrom Road - Rockford, IL 61109

**Construction Services, Inc.**  **Cleaning & Restoration**

**Disaster Restoration Specialists**

Office: 815-874-7066 - Fax: 815-874-1541

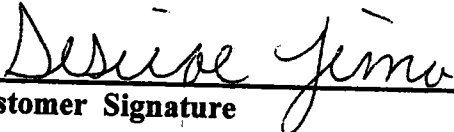
### Certificate of Completion & Satisfaction

I have reviewed the work performed and completed by LDR Construction Services, Inc., and agree that all work performed and materials supplied by LDR Construction Services, Inc. in accordance with the signed work authorization have been completed to my satisfaction.

Signed this, the 10<sup>TH</sup> day of DECEMBER, 2014

  
For LDR Construction Services, Inc.

JEFF RYDELL  
Const. Co. Representative Name

  
Customer Signature

Desiree Lima  
Customer Name

2006 CENTER AVE JANESVILLE, WI 53541  
Property Address

Claim #

LDR Construction Services, Inc.  
4652 Stenstrom Road  
Rockford, IL 61109  
(815) 874-7066  
Fax (815) 874-1541