

NAME SEARCHED: **Neptune, LLC**

PWM BIS-RESEARCH performed due diligence research in accordance with the standards set by AML Compliance for your business. We completed thorough searches on your subject name(s) in the required databases and have attached the search results under the correct heading below. Significant negative media results may require escalation to senior business, Legal and Compliance management. Also, all accounts involving PEPs must be escalated.

Search:	Result:	Click here for results:	Reviewer Comments (as necessary):
RDC	☒ No Hit ☐ Not Required ☐ Hit	I. RDC Results	No RDC alert (Please see attached)
PCR	☒ No Hit ☐ Not Required ☐ Hit	II. PCR Results	No PCR alert (Please see attached)
BIS	☐ Yes ☒ No ☐ Not Required	III. Negative Media	Result Found(please see attached)
		IV. Non-Negative Media	There was no information found
		V. Other Language Media	Not Required
D&B	Results? ☒ Yes ☐ No ☐ Not Required	VI. D&B	Result Found(please see attached)
Smartlinx	Results? ☒ Yes ☐ No ☐ Not Required	VII. Smartlinx	Result Found(please see attached)
Court Cases	☒ Review by Legal May be Required ☐ No Results ☐ Search not required	VIII. Court Cases	Result Found(please see attached)

Prepared by: Prachi Pawa Date:10/11/2013

Research Analyst

Instructions:

1. Review and confirm that all results are returned for your client.
2. Please note that you are still required to perform any Martindale-Hubbell search (if applicable) on each search subject. We have attached the web link below for your convenience: Martindale-Hubbell <http://www.martindale.com/xp/Martindale/home.xml>
3. As needed, provide comment for any negative results.
4. If applicable, please obtain clearance from Compliance for all alerts.
5. Save any changes you make to this document and attach file to your KYC.

Please note: Submission of a signed KYC is your confirmation that you have fully reviewed the research documents.

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OFAC RESULTS

RDC:

11527459 Not Alerted 6893312 Neptune, LLC Country:United States

PCR:

C20131019175368 Neptune, LLC 6893312 NCA customised Closed - No Hit 11/10/2013

BIS RESULTS

Negative Media:

RETURN

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Executive Affiliations

NEPTUNE LLC

4001 KENNETT PIKE
WILMINGTON, DE 19807-2315
USA

LENGTH: 23 words

DUNS NUMBER: 13-502-5992

EXECUTIVE: MR ROBERT REPETTO, MANAGING MEMBER - EXECUTIVE

LANGUAGE: ENGLISH

LOAD-DATE: August 26, 2013

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EFTA01255807

Dun's Market Identifiers Plus, 07/14/13, Neptune LLC

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July 14, 2013

Dun's Decision Makers

View the DMI Record

Neptune LLC

4001 Kennett Pike Wilmington,
DE 19807-2315
United States

BUSINESS ADDRESS: 4001 Kennett Pike, Wilmington, DE 19807-2315, United States
MSA: Wilmington-Newark, De-MD - 9160
COUNTY: New Castle

***** **COMPANY IDENTIFIERS** *****

DUNS NUMBER: 13-502-5992

***** **EXECUTIVES** *****

Managing Member:

Robert Repetto, Mng MBR

***** **DESCRIPTION** *****

INDUSTRY TYPE: Finance, Insurance, And Real Estate; Holding Company

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EFTA01255808

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Worldbase

February 9, 2005

NEPTUNE, LLC


GREEN BAY, WI 543045303
USA

COUNTY: BROWN
REGION: NORTH AMERICA

***** **COMPANY IDENTIFIERS** *****

DUNS: 18-465-9261

***** **COMPANY INFORMATION** *****

COMPANY TYPE: Private

***** **DESCRIPTION** *****

UNDETERMINED

***** **MARKET AND INDUSTRY** *****

SIC CODES:

9999 - Nonclassified establishment

LOAD-DATE: September 5, 2013

Non-Negative Media:

There was no information found

Other Language Media:

Not Required

Public Records:

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EFTA01255809

1 OF 10 RECORD(S)

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Subject Summary

Name	Address	Phone	County/FIPS
NEPTUNE LLC	[REDACTED] APOLLO BEACH, FL 33572-3029	[REDACTED]	

Name Variations/DBAs**# Name Variations**

1. NEPTUNE, LLC

Phone Summary - 1 records found**# Telephone Number**

1. [REDACTED]

Addresses - 2 records found

#	Address	Dates	County	MSA
1.	[REDACTED] APOLLO BEACH, FL 33572	8/2004 -	HILLSBOROUGH	Tampa-St. Petersburg- Clearwater, FL - 8280
2.	[REDACTED] RUSKIN, FL 33570	11/4/2009 1/12/2011 - 7/24/2013	HILLSBOROUGH	Tampa-St. Petersburg- Clearwater, FL - 8280

Profile Information - 4 records found**1: NEPTUNE, LLC**

Company Name: NEPTUNE, LLC
 Date Of Incorporation: 12/1/2003
 State Of Incorporation: FL
 Charter Number: L03000050201
 Status Of Incorporation: ACTIVE
 Corporation Structure: FLORIDA LIMITED LIABILITY

2: NEPTUNE, LLC

Company Name: NEPTUNE, LLC
 Date Of Incorporation: 12/1/2003
 State Of Incorporation: FL
 Charter Number: L03000050201
 Status Of Incorporation: ACTIVE
 Corporation Structure: FLORIDA LIMITED LIABILITY

3: NEPTUNE, LLC

Company Name: NEPTUNE, LLC
 Date Of Incorporation: 12/1/2003
 State Of Incorporation: FL
 Charter Number: L03000050201
 Status Of Incorporation: ACTIVE
 Corporation Structure: FLORIDA LIMITED LIABILITY

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 EFTA_00175215

EFTA01255810

4: NEPTUNE, LLC

Company Name: NEPTUNE, LLC
Date Of Incorporation: 12/1/2003
State Of Incorporation: FL
Charter Number: L03000050201
Status Of Incorporation: ACTIVE
Corporation Structure: FLORIDA LIMITED LIABILITY

Executives - 8 records found

#	Name	Titles
1.	BYER, KIM	MANAGER
2.	CALLISON, D	MANAGER
3.	CALLISON, WESLEY D	MEMBER MANAGER, MANAGER
4.	DYER, KIMBERLY	MANAGER
5.	HALVA, LOREN	MEMBER MANAGER
6.	MOORE, AIXA	MEMBER MANAGER, MANAGER
7.	PEAREY, ELWIN	MEMBER MANAGER, MANAGER
8.	WALTON, HOWARD	OWNER

Registered Agents - 2 records found

#	Name	Address
1.	BEHM VICTORIA P	[REDACTED] SAFETY HARBOR, FL 34695-4054
2.	PLIS ALAINE M	[REDACTED] RUSKIN, FL 33570-2768

Industry Information - 2 records found**Industry Numbers**

SIC Codes: 5812 EATING PLACES
 5900 MISCELLANEOUS RETAIL STORES

Company ID Numbers - 2 records found**Company ID Numbers**

FEINs: [REDACTED]
Sec. of State Charter No(s): FL, L03000050201

Real Property - 7 records found**1: Assessment Record for HILLSBOROUGH County, FL****Owner Information**

Name: NEPTUNE LLC
Address: [REDACTED] APOLLO BEACH, FL 33572-3029
County/FIPS: HILLSBOROUGH

Property Information

Address: 1007 NEPTUNE DR
Data Source: B

Legal Information

Assessor's Parcel Number: U123218ZZZ000001093800

Recording Date: 12/21/2005
Book/Page: 15981/1724

Assessment Information

Assessed Value: \$110529

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DB-SDNY-0027538

EFTA_00175216

EFTA01255811

Market Land Value: \$39960
 Market Improvement Value: \$70569
 Total Market Value: \$110529

2: Assessment Record for HILLSBOROUGH County, FL

Owner Information

Name: NEPTUNE LLC
 Address: [REDACTED] APOLLO BEACH, FL 33572-3029
 County/FIPS: HILLSBOROUGH

Property Information

Data Source: B

Legal Information

Assessor's Parcel Number: U123218ZZZ000001093700
 Recording Date: 12/21/2005
 Book/Page: 15981/1724

Assessment Information

Assessed Value: \$105750
 Market Land Value: \$105750
 Total Market Value: \$105750

3: Assessment Record for HILLSBOROUGH County, FL

Owner Information

Name: NEPTUNE LLC
 Address: [REDACTED] APOLLO BEACH, FL 33572-3029
 County/FIPS: HILLSBOROUGH

Property Information

Address: 1007 NEPTUNE DR
 Data Source: B

Legal Information

Assessor's Parcel Number: U123218ZZZ000001093800
 Recording Date: 12/21/2005
 Book/Page: 15981/1724

Assessment Information

Assessed Value: \$110529
 Market Land Value: \$39960
 Market Improvement Value: \$70569
 Total Market Value: \$110529

4: Assessment Record for HILLSBOROUGH County, FL

Owner Information

Name: NEPTUNE LLC
 Address: [REDACTED] APOLLO BEACH, FL 33572-3029
 County/FIPS: HILLSBOROUGH

Property Information

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EFTA01255812

Data Source: B

Legal Information

Assessor's Parcel Number: U123218ZZZ000001093700

Number:

Recording Date: 08/31/2004

Book/Page: 14247/252

Sale Information

Sale Price: \$180000

Assessment Information

Assessed Value: \$105750

Market Land Value: \$105750

Total Market Value: \$105750

5: Assessment Record for HILLSBOROUGH County, FL**Owner Information**

Name: NEPTUNE LLC

Address: [REDACTED] APOLLO BEACH, FL 33572-3029

County/FIPS: HILLSBOROUGH

Property Information

Address: 1007 NEPTUNE DR

Data Source: B

Legal Information

Assessor's Parcel Number: U123218ZZZ000001093800

Number:

Recording Date: 08/31/2004

Book/Page: 14247/252

Sale Information

Sale Price: \$180000

Assessment Information

Assessed Value: \$112337

Market Land Value: \$39960

Market Improvement Value: \$72377

Total Market Value: \$112337

6: Deed Record for HILLSBOROUGH County**Buyer Information**

Name: NEPTUNE LLC

Address: [REDACTED] APOLLO BEACH, FL 33572-3029

County/FIPS: HILLSBOROUGH

Seller Information

Name: FARRINGTON, MICHAEL

Name: FARRINGTON, MIKE

Address: [REDACTED] APOLLO BEACH, FL 33572-2112

County/FIPS: HILLSBOROUGH

Property Information

Data Source: B

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DB-SDNY-0027540

EFTA_00175218

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Legal Information

Contract Date: 12/21/2005
Recording Date: 01/11/2006
Document Number: 2006017246
Document Type: CORRECTION DEED
Book/Page: 15981/1724

Mortgage Information

Title Company: BEST EVER TITLE SERVICES LLC

7: Deed Record for HILLSBOROUGH County**Buyer Information**

Name: NEPTUNE LLC
Address: [REDACTED] APOLLO BEACH, FL 33572-3029
County/FIPS: HILLSBOROUGH

Seller Information

Name: FARRINGTON, MICHAEL
Name: FARRINGTON, MIKE
Address: [REDACTED] APOLLO BEACH, FL 33572-2112
County/FIPS: HILLSBOROUGH

Property Information

Data Source: B

Lender Information

Name: MICHAEL FARRINGTON

Legal Information

Contract Date: 08/31/2004
Recording Date: 09/24/2004
Document Number: 2004372262
Document Type: WARRANTY DEED
Book/Page: 14247/252

Sale Information

Sale Price: \$180000

Mortgage Information

Loan Amount: \$145000
Loan Type: SELLER TAKE-BACK
Title Company: BEST EVER TITLE SERVICES LLC

Business Associates - 8 records found

#	Name	Address
1.	AIXA MOORE, P.A.	[REDACTED] APOLLO BEACH, FL 33572-3029
2.	AY LLC	[REDACTED] APOLLO BEACH, FL 33572-3029
3.	GARCIA'S LAWN CARE INC	[REDACTED] APOLLO BEACH, FL 33572-3029
4.	MOORE ROBERT E	[REDACTED] APOLLO BEACH, FL 33572-3029
5.	NEPTUNE LLC	[REDACTED] APOLLO BEACH, FL 33572-3029
6.	OUTSTANDING LAWN CARE INC	[REDACTED] APOLLO BEACH, FL 33572-3029
7.	OUTSTANDING RENTALS OF TAMPA BAY LLC	[REDACTED] APOLLO BEACH, FL 33572-3029

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#	Name	Address
8.	REMKE HOMES, INC.	APOLLO BEACH, FL 33572-3029 [REDACTED] APOLLO BEACH, FL 33572-3029

Person Associates - 8 records found

#	Name	Address
1.	BYER, KIM	[REDACTED] APOLLO BEACH, FL 33572-3029
2.	CALLISON, D	[REDACTED] SPIRIT LAKE, IA 51360-7045
3.	CALLISON, WESLEY D	[REDACTED] JACKSONVILLE, FL 32259
4.	DYER, KIMBERLY	[REDACTED] APOLLO BEACH, FL 33572-3029
5.	HALVA, LOREN	[REDACTED] SPIRIT LAKE, IA 51360-7045
6.	MOORE, AIXA	[REDACTED] APOLLO BEACH, FL 33572-3029
7.	PEAREY, ELWIN	RR 1 CAMBRIDGE, IA 50046
8.	WALTON, HOWARD	[REDACTED] APOLLO BEACH, FL 33572-3029

Sources - 32 records found

All Sources	32 Source Document(s)
Business Contacts	19 Source Document(s)
Business Finder	4 Source Document(s)
Corporate Filings	1 Source Document(s)
Experian Business Reports	1 Source Document(s)
Property	7 Source Document(s)

Important: The Public Records and commercially available data sources used on reports have errors. Data is sometimes entered poorly, processed incorrectly and is generally not free from defect. This system should not be relied upon as definitively accurate. Before relying on any data this system supplies, it should be independently verified. For Secretary of State documents, the following data is for information purposes only and is not an official record. Certified copies may be obtained from that individual state's Department of State.

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2 OF 10 RECORD(S)

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Subject Summary

Name	Address	Phone	County/FIPS
NEPTUNE, LLC	[REDACTED] SEATTLE, WA 98121-1209	None Listed	

Name Variations/DBAs

#	Name Variations
1.	NEPTUNE, LLC

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EFTA_00175220

EFTA01255815

Addresses - 1 records found

#	Address	Dates	County	MSA
1.	[REDACTED] SEATTLE, WA 98121	2/28/1997 - 4/2009	KING	Seattle-Bellevue- Everett, WA - 7600

Profile Information - 4 records found**1: NEPTUNE SEA LLC**

Company Name: NEPTUNE SEA LLC
 Date Of Incorporation: 4/20/1998
 State Of Incorporation: WA
 Charter Number: 601870403
 Duration: DATE OF EXPIRATION
 Status Of Incorporation: INACTIVE
 Corporation Structure: LIMITED LIABILITY COMPANY

2: NEPTUNE SEA LLC

Company Name: NEPTUNE SEA LLC
 Date Of Incorporation: 4/20/1998
 State Of Incorporation: WA
 Charter Number: 601870403
 Duration: PERPETUAL
 Status Of Incorporation: INACTIVE OR DISSOLVED
 Corporation Structure: LIMITED LIABILITY COMPANY

3: NEPTUNE SEA LLC

Company Name: NEPTUNE SEA LLC
 Date Of Incorporation: 4/20/1998
 State Of Incorporation: WA
 Charter Number: 601870403
 Duration: PERPETUAL
 Status Of Incorporation: INACTIVE OR DISSOLVED
 Corporation Structure: LIMITED LIABILITY COMPANY

4: NEPTUNE SEA LLC

Company Name: NEPTUNE SEA LLC
 Date Of Incorporation: 4/20/1998
 State Of Incorporation: WA
 Charter Number: 601870403
 Duration: PERPETUAL
 Status Of Incorporation: INACTIVE OR DISSOLVED
 Corporation Structure: LIMITED LIABILITY COMPANY

Executives - 1 records found

#	Name	Titles
1.	TIPPETS, JAMES L	OWNER

Registered Agents - 1 records found

#	Name	Address
1.	BARRY E WOLF	[REDACTED] SEATTLE, WA 98121-1209

Company ID Numbers - 1 records found**Company ID Numbers**

Sec. of State Charter No(s): WA, 601870403

Business Associates - 34 records found

#	Name	Address
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#	Name	Address
1.	ARENSBERG FAMILY LLC	[REDACTED] SEATTLE, WA 98121-1209
2.	ARMOURTRIM LLC	[REDACTED] SEATTLE, WA 98121-1209
3.	BARGE, LLC	[REDACTED] SEATTLE, WA 98121-1209
4.	CHARTER AMERICAN INSURANCE COMPANY	[REDACTED] SEATTLE, WA 98121-1209
5.	DIETARY CONSULTING SERVICE LLC	[REDACTED] SEATTLE, WA 98121-1209
6.	DNB FACILITIES DEVELOPMENT LLC	[REDACTED] SEATTLE, WA 98121-1209
7.	FIRST SUNMAR LIMITED PARTNERSHIP	[REDACTED] SEATTLE, WA 98121-1209
8.	FUELSATSEA INC	[REDACTED] SEATTLE, WA 98121-1209
9.	FUELS-AT-SEA, INC.	[REDACTED] SEATTLE, WA 98121-1209
10.	HANS W MAURITZEN	[REDACTED] SEATTLE, WA 98121-1209
11.	HARSCH INVESTMENT PROPERTIES MANAGEMENT LLC	[REDACTED] SEATTLE, WA 98121-1209
12.	HELP CO USA	[REDACTED] SEATTLE, WA 98121-1209
13.	HIP CAPITOL TERRACE LLC	[REDACTED] SEATTLE, WA 98121-1209
14.	IDEAL INSPECTION SERVICES LLC	[REDACTED] SEATTLE, WA 98121-1209
15.	MAURITZEN HANS W	[REDACTED] SEATTLE, WA 98121-1209
16.	MCNAUL FAMILY LLC	[REDACTED] SEATTLE, WA 98121-1209
17.	MERIMAT INVESTMENTS LIMITED PARTNERSHIP	[REDACTED] SEATTLE, WA 98121-1209
18.	NON-QUALIFIED FOREIGN INTO QUALIFIED *	[REDACTED] SEATTLE, WA 98121-1209
	NAME NOT ON DATA BASE	
19.	PACIFIC ADVENTURES YACHT CHARTERS LLC	[REDACTED] SEATTLE, WA 98121-1209
20.	PROTECTORRHT LLC	[REDACTED] SEATTLE, WA 98121-1209
21.	S & G TOBIN FAMILY LLC	[REDACTED] SEATTLE, WA 98121-1209
22.	SEAQUEST VESSEL MANAGEMENT INVESTORS LLC	[REDACTED] SEATTLE, WA 98121-1209
23.	STAR VESSEL, LLC	[REDACTED] SEATTLE, WA 98121-1209
24.	SUNMAR CONTAINER LINES, INC	[REDACTED] SEATTLE, WA 98121-1209
25.	SUNMAR HOLDIGS, INC.	[REDACTED] SEATTLE, WA 98121-1209
26.	SUNMAR INVESTMENT, INC..	[REDACTED] SEATTLE, WA 98121-1209
27.	SUNMAR INVESTMENTS, INC	[REDACTED] SEATTLE, WA 98121-1209
28.	SUNMAR MARITIME INC	[REDACTED] SEATTLE, WA 98121-1209
29.	SUNMAR NAVIGATION, INC.	[REDACTED] SEATTLE, WA 98121-1209
30.	SUNMAR SKY LIMITED PARTNERSHIP	[REDACTED] SEATTLE, WA 98121-1209

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#	Name	Address
31.	SUNMAR TERMINALS, INC	[REDACTED] SEATTLE, WA 98121-1209
32.	THE RESIDENCES LLC	[REDACTED] SEATTLE, WA 98121-1209
33.	THE SUSAN P FRASER FOUNDATION	[REDACTED] SEATTLE, WA 98121-1209
34.	TINDOLF PROPERTIES LLC	[REDACTED] SEATTLE, WA 98121-1209

Person Associates - 1 records found

#	Name	Address
1.	TIPPETS, JAMES L	[REDACTED] SEATTLE, WA 98121-1209

Sources - 6 records found

All Sources	6 Source Document(s)
Business Contacts	1 Source Document(s)
Business Finder	3 Source Document(s)
Corporate Filings	1 Source Document(s)
Experian Business Reports	1 Source Document(s)

Important: The Public Records and commercially available data sources used on reports have errors. Data is sometimes entered poorly, processed incorrectly and is generally not free from defect. This system should not be relied upon as definitively accurate. Before relying on any data this system supplies, it should be independently verified. For Secretary of State documents, the following data is for information purposes only and is not an official record. Certified copies may be obtained from that individual state's Department of State.

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Subject Summary

Name	Address	Phone	County/FIPS
NEPTUNE, LLC	[REDACTED] UNIT NO NORTH BRANFORD, CT 06471	None Listed	

Name Variations/DBAs

#	Name Variations
1.	NEPTUNE, LLC

Addresses - 3 records found

#	Address	Dates	County	MSA
1.	[REDACTED] NORTH BRANFORD, CT 06471	10/5/2003 -	NEW HAVEN	New Haven- Meriden, CT - 5480
2.	N BRANFORD, CT 06471	9/17/2007 9/18/2001 -	NEW HAVEN	New Haven- Meriden, CT - 5480

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EFTA_00175223

EFTA01255818

#	Address	Dates	County	MSA
3.	[REDACTED] NO NORTH BRANFORD, CT 06471	12/21/2001 9/12/2007 - 6/17/2013	NEW HAVEN	New Haven- Meriden, CT - 5480

Profile Information - 7 records found**1: NEPTUNE, LLC**

Company Name: NEPTUNE, LLC
 Date Of Incorporation: 9/19/1995
 State Of Incorporation: CT
 Charter Number: 0522323
 Duration: DATE OF EXPIRATION
 Status Of Incorporation: ACTIVE
 Corporation Structure: DOMESTIC LIMITED LIABILITY COMPANY

2: NEPTUNE, LLC

Company Name: NEPTUNE, LLC
 Date Of Incorporation: 9/19/1995
 State Of Incorporation: CT
 Charter Number: 0522323
 Duration: DATE OF EXPIRATION
 Status Of Incorporation: ACTIVE
 Corporation Structure: DOMESTIC LIMITED LIABILITY COMPANY

3: NEPTUNE, LLC

Company Name: NEPTUNE, LLC
 Date Of Incorporation: 9/19/1995
 State Of Incorporation: CT
 Charter Number: 0522323
 Duration: DATE OF EXPIRATION
 Status Of Incorporation: ACTIVE
 Corporation Structure: DOMESTIC LIMITED LIABILITY COMPANY

4: NEPTUNE, LLC

Company Name: NEPTUNE, LLC
 Date Of Incorporation: 9/19/1995
 State Of Incorporation: CT
 Charter Number: 0522323
 Duration: DATE OF EXPIRATION
 Status Of Incorporation: ACTIVE
 Corporation Structure: DOMESTIC LIMITED LIABILITY COMPANY

5: NEPTUNE, LLC

Company Name: NEPTUNE, LLC
 Date Of Incorporation: 9/19/1995
 State Of Incorporation: CT
 Charter Number: 0522323
 Duration: DATE OF EXPIRATION
 Status Of Incorporation: ACTIVE
 Corporation Structure: DOMESTIC LIMITED LIABILITY COMPANY

6: NEPTUNE, LLC

Company Name: NEPTUNE, LLC
 Date Of Incorporation: 9/19/1995
 State Of Incorporation: CT
 Charter Number: 0522323
 Duration: DATE OF EXPIRATION
 Status Of Incorporation: ACTIVE

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DB-SDNY-0027546

EFTA_00175224

EFTA01255819

6: NEPTUNE, LLC

Corporation Structure: DOMESTIC LIMITED LIABILITY COMPANY

7: NEPTUNE, LLC

Company Name: NEPTUNE, LLC
 Date Of Incorporation: 9/19/1995
 State Of Incorporation: CT
 Charter Number: 0522323
 Duration: DATE OF EXPIRATION
 Status Of Incorporation: ACTIVE
 Corporation Structure: DOMESTIC LIMITED LIABILITY COMPANY

Registered Agents - 1 records found**# Name**

1. JAMES KATZ

AddressWIGGIN & DANA [REDACTED] HARTFORD, CT
06103**Company ID Numbers - 1 records found****Company ID Numbers**

Sec. of State Charter No(s): CT, 0522323

Business Associates - 1 records found**# Name**

1. NEPTUNE, LLC

Address[REDACTED]
NORTH BRANFORD, CT 06471-1846**Person Associates - 2 records found****# Name**

1. ENNIS STEVENS, MARCIA

2. STEVENS, MARCIA ENNIS

Address[REDACTED]
NORTH BRANFORD, CT 06471-1853
[REDACTED]
NORTH BRANFORD, CT 06471-1853**Sources - 10 records found**

All Sources

Business Contacts

Business Finder

Corporate Filings

10 Source Document(s)

6 Source Document(s)

3 Source Document(s)

1 Source Document(s)

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Subject Summary

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CONFIDENTIAL

DB-SDNY-0027547

EFTA_00175225

EFTA01255820

Name	Address	Phone	County/FIPS
NEPTUNE, LLC	[REDACTED] NASHVILLE, TN 37205-4800	None Listed	

Name Variations/DBAs**# Name Variations**

1. NEPTUNE, LLC

Addresses - 1 records found

#	Address	Dates	County	MSA
1.	[REDACTED] NASHVILLE, TN 37205	10/20/2000 - 10/20/2000	DAVIDSON	Nashville, TN - 5360

Profile Information - 4 records found**1: NEPTUNE, LLC**

Company Name: NEPTUNE, LLC
 Date Of Incorporation: 1/24/1997
 State Of Incorporation: TN
 Charter Number: 000324699
 Duration: PERPETUAL
 Status Of Incorporation: INACTIVE - DISSOLVED (ADMINISTRATIVE)
 Corporation Structure: LIMITED LIABILITY COMPANY

2: NEPTUNE, LLC

Company Name: NEPTUNE, LLC
 Date Of Incorporation: 1/24/1997
 State Of Incorporation: TN
 Charter Number: 000324699
 Duration: PERPETUAL
 Status Of Incorporation: INACTIVE - DISSOLVED (ADMINISTRATIVE)
 Corporation Structure: LIMITED LIABILITY COMPANY

3: NEPTUNE, LLC

Company Name: NEPTUNE, LLC
 Charter Number: 000324699
 Duration: PERPETUAL
 Status Of Incorporation: ADMIN DISSOLVED
 Corporation Structure: LIMITED LIABILITY COMPANY

4: NEPTUNE, LLC

Company Name: NEPTUNE, LLC
 Date Of Incorporation: 1/24/1997
 Charter Number: 000324699
 Duration: PERPETUAL
 Status Of Incorporation: ADMIN DISSOLVED
 Corporation Structure: LIMITED LIABILITY COMPANY

Registered Agents - 1 records found

#	Name	Address
1.	DAN B. ANDREWS, JR.	[REDACTED] NASHVILLE, TN 37205-4800

Company ID Numbers - 1 records found**Company ID Numbers**

Sec. of State Charter No(s): TN, 000324699

Business Associates - 3 records found

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#	Name	Address
1.	ANDREWS, LLC	[REDACTED] NASHVILLE, TN 37205-4800
2.	CHURCHHILL DEVELOPMENT CORP	NASHVILLE, TN
3.	WILLCO AVIATION LLC	NASHVILLE, TN

Sources - 2 records found

All Sources
Business Finder
Corporate Filings

2 Source Document(s)
1 Source Document(s)
1 Source Document(s)

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Subject Summary

Name	Address	Phone	County/FIPS
NEPTUNE, LLC	[REDACTED] MORRISTOWN, NJ 07960-6362	None Listed	

Name Variations/DBAs

#	Name Variations
1.	NEPTUNE, LLC

Addresses - 1 records found

#	Address	Dates	County	MSA
1.	[REDACTED] MORRISTOWN, NJ 07960	3/2004 - 2005	MORRIS	Newark, NJ - 5640

Real Property - 9 records found**1: Assessment Record for MONMOUTH County, NJ****Owner Information**

Name: NEPTUNE, LLC
Address: [REDACTED] MORRISTOWN, NJ 07960-6362
County/FIPS: MORRIS

Property Information

Address: [REDACTED]
Data Source: B

Legal Information

Assessor's Parcel 43 00006- -00006

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DB-SDNY-0027549
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EFTA01255822

Number:
Recording Date: 02/05/2004
Book/Page: 8341/6682
Assessment Information
Assessed Value: \$3179200

2: Assessment Record for MONMOUTH County, NJ

Owner Information

Name: NEPTUNE, LLC
Address: [REDACTED] MORRISTOWN, NJ 07960-6362
County/FIPS: MORRIS

Property Information

Address: [REDACTED]
Data Source: B

Legal Information

Assessor's Parcel 43 00006-0000-00006

Number:
Book/Page: 8341/6682

Assessment Information

Assessed Value: \$3179200

3: Assessment Record for MONMOUTH County, NJ

Owner Information

Name: NEPTUNE, LLC
Address: [REDACTED] MORRISTOWN, NJ 07960-6362
County/FIPS: MORRIS

Property Information

Address: [REDACTED]
Data Source: B

Legal Information

Assessor's Parcel 43 00006-0000-00006

Number:
Book/Page: 8341/6682

Assessment Information

Assessed Value: \$3179200

4: Assessment Record for MONMOUTH County, NJ

Owner Information

Name: NEPTUNE, LLC
Address: [REDACTED] MORRISTOWN, NJ 07960-6362
County/FIPS: MORRIS

Property Information

Address: [REDACTED]
Data Source: B

Legal Information

Assessor's Parcel 43 00006-0000-00006

Number:
Book/Page: 8341/6682

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EFTA_00175228

EFTA01255823

Assessment Information**Assessed Value:** \$3179200**5: Assessment Record for MONMOUTH County, NJ****Owner Information****Name:** NEPTUNE, LLC**Address:** [REDACTED] MORRISTOWN, NJ 07960-6362**County/FIPS:** MORRIS**Property Information****Address:** [REDACTED]**Data Source:** B**Legal Information****Assessor's Parcel** 43 00006-0000-00006**Number:****Book/Page:** 8341/6682**Assessment Information****Assessed Value:** \$3179200**6: Assessment Record for MONMOUTH County, NJ****Owner Information****Name:** NEPTUNE, LLC**Address:** [REDACTED] MORRISTOWN, NJ 07960-6362**County/FIPS:** MORRIS**Property Information****Address:** [REDACTED]**Data Source:** B**Legal Information****Assessor's Parcel** 43 00006-0000-00006**Number:****Book/Page:** 8341/6682**Assessment Information****Assessed Value:** \$3179200**7: Assessment Record for MONMOUTH County, NJ****Owner Information****Name:** NEPTUNE, LLC**Address:** [REDACTED] MORRISTOWN, NJ 07960-6362**County/FIPS:** MORRIS**Property Information****Address:** [REDACTED]**Data Source:** B**Legal Information****Assessor's Parcel** 43 00006-0000-00006**Number:****Book/Page:** 8341/6682**Assessment Information****Assessed Value:** \$3179200

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8: Assessment Record for MONMOUTH County, NJ**Owner Information**

Name: NEPTUNE, LLC
Address: [REDACTED] MORRISTOWN, NJ 07960-6362
County/FIPS: MORRIS

Property Information

Address: [REDACTED]
Data Source: B

Legal Information

Assessor's Parcel Number: 43 00006-0000-00006
Book/Page: 8341/6682

Assessment Information

Assessed Value: \$3179200

9: Assessment Record for MONMOUTH County, NJ**Owner Information**

Name: NEPTUNE, LLC
Address: [REDACTED] MORRISTOWN, NJ 07960-6362
County/FIPS: MORRIS

Property Information

Address: [REDACTED]
Data Source: B

Legal Information

Assessor's Parcel Number: 43 00006-0000-00006
Book/Page: 8341/6682

Assessment Information

Assessed Value: \$3179200

Business Associates - 5 records found

#	Name	Address
1.	NDT FINANCIAL	[REDACTED] MORRISTOWN, NJ 07960-6362
2.	NOEL TAYLOR CONSULTANT	[REDACTED] MORRISTOWN, NJ 07960-6362
3.	NOEL TAYLOR INCENTIVES	[REDACTED] MORRISTOWN, NJ 07960-6362
4.	NTI CORP	[REDACTED] MORRISTOWN, NJ 07960-6362
5.	TRAILS END LODGE INC	[REDACTED] MORRISTOWN, NJ 07960-6362

Sources - 11 records found

All Sources	11 Source Document(s)
Business Finder	2 Source Document(s)
Property	9 Source Document(s)

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Subject Summary

Name	Address	Phone	County/FIPS
NEPTUNE, LLC	[REDACTED] GREEN BAY, WI 54304-5303	None Listed	

Name Variations/DBAs

Name Variations
 1. NEPTUNE, LLC

Addresses - 1 records found

#	Address	Dates	County	MSA
1.	[REDACTED] GREEN BAY, WI 54304	7/17/2000 -	BROWN	Green Bay, WI - 3080

8/2008

Profile Information - 6 records found

1: NEPTUNE, LLC

Company Name: NEPTUNE, LLC
 Date Of Incorporation: 7/17/2000
 State Of Incorporation: WI
 Charter Number: N027804
 Status Of Incorporation: DISSOLVED
 Corporation Structure: DOMESTIC LIMITED LIABILITY COMPANY

2: NEPTUNE, LLC

Company Name: NEPTUNE, LLC
 State Of Incorporation: WI
 Charter Number: N027804
 Status Of Incorporation: ORGANIZED
 Corporation Structure: DOMESTIC LIMITED LIABILITY COMPANY

3: NEPTUNE, LLC

Company Name: NEPTUNE, LLC
 Date Of Incorporation: 7/17/2000
 State Of Incorporation: WI
 Charter Number: N027804
 Status Of Incorporation: DISSOLVED
 Corporation Structure: DOMESTIC LIMITED LIABILITY COMPANY

4: NEPTUNE, LLC

Company Name: NEPTUNE, LLC
 Date Of Incorporation: 7/17/2000
 State Of Incorporation: WI
 Charter Number: N027804

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4: NEPTUNE, LLC

Status Of Incorporation: DISSOLVED
Corporation Structure: DOMESTIC LIMITED LIABILITY COMPANY

5: NEPTUNE, LLC

Company Name: NEPTUNE, LLC
Date Of Incorporation: 7/17/2000
State Of Incorporation: WI
Charter Number: N027804
Status Of Incorporation: DISSOLVED
Corporation Structure: DOMESTIC LIMITED LIABILITY COMPANY

6: NEPTUNE, LLC

Company Name: NEPTUNE, LLC
Date Of Incorporation: 7/17/2000
State Of Incorporation: WI
Charter Number: N 027804
Status Of Incorporation: DISSOLVED
Corporation Structure: DOMESTIC LIMITED LIABILITY COMPANY

Registered Agents - 1 records found

#	Name	Address
1.	DAVID CUENE	[REDACTED] GREEN BAY, WI 54304-5303

Company ID Numbers - 2 records found**Company ID Numbers**

Sec. of State Charter No(s): WI, N 027804
WI, N027804

UCC Liens - 1 records found**1:WI UCC LIEN FILING**

Debtor Information	
Name:	NEPTUNE, LLC
Address:	[REDACTED] GREEN BAY, WI 54304-5303
Secured Party Information	
Name:	ASSOCIATED BANK, NATIONAL ASSOCIATION
Address:	[REDACTED] GREEN BAY, WI 54307-9006
Filing Information	
Original Filing Number:	030000304209
Original Filing Date:	1/6/2003
Filing 1	
Filing Type:	TERMINATION
Filing Date:	8/24/2004
Filing Number:	040013506318
Filing 2	
Filing Type:	INITIAL FILING
Pages:	1
Filing Number:	030000304209
Filing Date:	1/6/2003
Expiration Date:	1/6/2008
Filing Offices	
Address:	[REDACTED] MADISON, WI 53702
Filing Agency:	SECRETARY OF STATE/UCC DIVISION
Collateral Information	
Description:	01/06/2003 030000304209 - COMPUTER EQUIPMENT ALL INCLUDING PROCEEDS AND PRODUCTS;INVENTORY ALL INCLUDING PROCEEDS AND PRODUCTS;GENERAL INTANGIBLE(S) ALL INCLUDING PROCEEDS AND PRODUCTS;FIXTURES ALL INCLUDING PROCEEDS AND PRODUCTS;CHATTEL PAPER ALL INCLUDING PROCEEDS AND

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1:WI UCC LIEN FILING

PRODUCTS;EQUIPMENT ALL INCLUDING PROCEEDS AND
 PRODUCTS;ACCOUNT(S) ALL INCLUDING PROCEEDS AND PRODUCTS

Business Associates - 17 records found

#	Name	Address
1.	ATM	[REDACTED]
		GREEN BAY, WI 54304-5303
2.	BROADWAY CHEVROLET OLDSMOBILE INC	[REDACTED]
		GREEN BAY, WI 54304-5303
3.	BROADWAY CHEVROLET-OLDS INC DBA	[REDACTED]
	BROADWAY SAAB	GREEN BAY, WI 54304-5303
4.	BROADWAY ENTERPRISES, INC. HEALTH	GREEN BAY, WI
	BENEFIT TRUST	
5.	BROADWAY FORD JEEP, INC.	[REDACTED]
		GREEN BAY, WI 54304-5303
6.	BROADWAY IMPORTS, LTD.	[REDACTED]
		GREEN BAY, WI 54304-5303
7.	BROADWAY RENT - A - CAR	[REDACTED]
		GREEN BAY, WI 54304-5303
8.	CUENE HOLDING INC	[REDACTED]
		GREEN BAY, WI 54304-5303
9.	CUENE LEASING CORP	[REDACTED]
		GREEN BAY, WI 54304-5303
10.	HERTZ RENT A CAR	GREEN BAY, WI
11.	NEW CLARKLIFT OF GREEN BAY INC	[REDACTED]
		GREEN BAY, WI 54304-5303
12.	PARTS CENTER IMPORT	[REDACTED]
		GREEN BAY, WI 54304-5303
13.	PARTS CENTER-MEDIUM DUTY TRUCK	[REDACTED]
		GREEN BAY, WI 54304-5303
14.	SELMER COMPANY	[REDACTED]
		GREEN BAY, WI 54304-5303
15.	SERVICE CENTER MEDIUM DUTY	[REDACTED]
		GREEN BAY, WI 54304-5303
16.	VAN BOXTEL AUTOMOTIVE INC	[REDACTED]
		GREEN BAY, WI 54304-5303
17.	VAN BOXTEL TRUCK AND VAN RENTAL	[REDACTED]
		GREEN BAY, WI 54304-5303

Sources - 4 records found

All Sources	4 Source Document(s)
Business Finder	2 Source Document(s)
Corporate Filings	1 Source Document(s)
UCC Lien Filings	1 Source Document(s)

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Subject Summary

Name	Address	Phone	County/FIPS
NEPTUNE, LLC	[REDACTED] BELLEVUE, WA 98004-5598	None Listed	

Name Variations/DBAs

#	Name Variations
1.	NEPTUNE, LLC

Addresses - 1 records found

#	Address	Dates	County	MSA
1.	[REDACTED] BELLEVUE, WA 98004	7/1/2004 - 10/11/2006	KING	Seattle-Bellevue- Everett, WA - 7600

Profile Information - 5 records found**1: NEPTUNE, LLC**

Company Name: NEPTUNE, LLC
Date Of Incorporation: 2/13/1997
State Of Incorporation: WA
Charter Number: 601769833
Duration: DATE OF EXPIRATION
Status Of Incorporation: INACTIVE
Corporation Structure: LIMITED LIABILITY COMPANY

2: NEPTUNE, LLC

Company Name: NEPTUNE, LLC
Date Of Incorporation: 2/13/1997
State Of Incorporation: WA
Charter Number: 601769833
Duration: PERPETUAL
Status Of Incorporation: INACTIVE
Corporation Structure: LIMITED LIABILITY COMPANY

3: NEPTUNE, LLC

Company Name: NEPTUNE, LLC
Date Of Incorporation: 2/13/1997
State Of Incorporation: WA
Charter Number: 601769833
Duration: PERPETUAL
Status Of Incorporation: INACTIVE
Corporation Structure: LIMITED LIABILITY COMPANY

4: NEPTUNE, LLC

Company Name: NEPTUNE, LLC
Date Of Incorporation: 2/13/1997
State Of Incorporation: WA
Charter Number: 601769833
Duration: PERPETUAL
Status Of Incorporation: ACTIVE
Corporation Structure: LIMITED LIABILITY COMPANY

5: NEPTUNE, LLC

Company Name: NEPTUNE, LLC

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5: NEPTUNE, LLC

Date Of Incorporation: 2/13/1997
 State Of Incorporation: WA
 Charter Number: 601 769 833
 Duration: PERPETUAL
 Status Of Incorporation: ACTIVE AND IN GOOD STANDING
 Corporation Structure: LIMITED LIABILITY COMPANY

Executives - 4 records found

#	Name	Titles
1.	ANDERSON, ALICE	MEMBER
2.	ERICKSON, JOSEPH	MEMBER
3.	LEIV, LEA	MANAGER
4.	MAURITZEN, HANS W	MANAGER

Registered Agents - 1 records found

#	Name	Address
1.	BARRY WOLF	[REDACTED] BELLEVUE, WA 98004-5598

Company ID Numbers - 2 records found**Company ID Numbers**

Sec. of State Charter No(s): WA, 601 769 833
 WA, 601769833

Watercrafts - 1 records found**1: Boat Registration**

Registration Status: VALID
 Registration Issue Date: 11/17/2004
 Registration Expiration Date: 12/31/2005
 Vessel Make: HALTER MARINE SERVICES
 Use: COMMERCIAL
 Propulsion Type: Diesel Reduction
 Vessel Year: 1978
 Length (Ft-In): 155'8"
 Width: 456
 Weight: 293214
 Vessel Name: FIERCE CONTENDER
 Date Last Seen: 11/17/2004
Owner Information
 Company Name: NEPTUNE LLC
 Address: [REDACTED]
 BELLEVUE, WA UNITED STATES 98004-5598
 KING COUNTY
Engine Information
 Horse Power: 1800

Business Associates - 1 records found

#	Name	Address
1.	NEPTUNE, LLC	[REDACTED] BELLEVUE, WA 98004-5598

Person Associates - 4 records found

#	Name	Address
1.	ANDERSON, ALICE	[REDACTED] BOTHELL, WA 98021-8588
2.	ERICKSON, JOSEPH	[REDACTED]

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#	Name	Address
3.	LEIV, LEA	SEATTLE, WA 98115-7763 [REDACTED]
4.	MAURITZEN, HANS W	SEATTLE, WA 98109-2033 [REDACTED] CLYDE HILL, WA 98004-3328

Sources - 9 records found

All Sources	9 Source Document(s)
Business Contacts	4 Source Document(s)
Business Finder	3 Source Document(s)
Corporate Filings	1 Source Document(s)
Watercraft Registrations	1 Source Document(s)

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Subject Summary

Name	Address	Phone	County/FIPS
NEPTUNE, LLC	[REDACTED] BOULDER, CO 80302-6746	None Listed	

Name Variations/DBAs

#	Name Variations
1.	NEPTUNE, LLC

Addresses - 1 records found

#	Address	Dates	County	MSA
1.	[REDACTED] BOULDER, CO 80302	8/21/2007 - 8/8/2013	BOULDER	Boulder-Longmont, CO - 1125

Profile Information - 6 records found

1: NEPTUNE, LLC

Company Name: NEPTUNE, LLC
Date Of Incorporation: 5/21/2005
State Of Incorporation: CO
Charter Number: 20051206385
Duration: PERPETUAL
Status Of Incorporation: DELINQUENT
Corporation Structure: DOMESTIC LIMITED LIABILITY COMPANY

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2: NEPTUNE, LLC

Company Name: NEPTUNE, LLC
 Date Of Incorporation: 5/21/2005
 State Of Incorporation: CO
 Charter Number: 20051206385
 Duration: PERPETUAL
 Status Of Incorporation: DELINQUENT
 Corporation Structure: DOMESTIC LIMITED LIABILITY COMPANY

3: NEPTUNE, LLC

Company Name: NEPTUNE, LLC
 Date Of Incorporation: 5/21/2005
 State Of Incorporation: CO
 Charter Number: 20051206385
 Duration: PERPETUAL
 Status Of Incorporation: DELINQUENT
 Corporation Structure: DOMESTIC LIMITED LIABILITY COMPANY

4: NEPTUNE, LLC

Company Name: NEPTUNE, LLC
 Date Of Incorporation: 5/21/2005
 State Of Incorporation: CO
 Charter Number: 20051206385
 Duration: PERPETUAL
 Status Of Incorporation: NONCOMPLIANT
 Corporation Structure: DOMESTIC LIMITED LIABILITY COMPANY

5: NEPTUNE, LLC

Company Name: NEPTUNE, LLC
 Date Of Incorporation: 5/21/2005
 State Of Incorporation: CO
 Charter Number: 20051206385
 Duration: PERPETUAL
 Status Of Incorporation: NONCOMPLIANT
 Corporation Structure: DOMESTIC LIMITED LIABILITY COMPANY

6: NEPTUNE, LLC

Company Name: NEPTUNE, LLC
 Date Of Incorporation: 5/21/2005
 State Of Incorporation: CO
 Charter Number: 20051206385
 Duration: PERPETUAL
 Status Of Incorporation: GOOD STANDING
 Corporation Structure: DOMESTIC LIMITED LIABILITY COMPANY

Registered Agents - 1 records found

#	Name	Address
1.	DOUG MARCY	[REDACTED] 80302-6720

Company ID Numbers - 1 records found

Company ID Numbers
 Sec. of State Charter No(s): CO, 20051206385

Sources - 2 records found

All Sources	2 Source Document(s)
Business Finder	1 Source Document(s)
Corporate Filings	1 Source Document(s)

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Subject Summary

Name	Address	Phone	County/FIPS
NEPTUNE, LLC	[REDACTED] NEW YORK, NY 10018-3308	None Listed	

Name Variations/DBAs

Name Variations

1. NEPTUNE, LLC

Addresses - 3 records found

#	Address	Dates	County	MSA
1.	[REDACTED] SACRAMENTO, CA 95814	5/5/2009 -	SACRAMENTO	Sacramento, CA - 6920
2.	[REDACTED] NEW YORK, NY 10018	6/19/2012 7/24/2012 -	NEW YORK	-
3.	[REDACTED] SANTA MONICA, CA 90401	7/9/2013 7/24/2012 -	LOS ANGELES	-

7/9/2013

Profile Information - 6 records found

1: NEPTUNE, LLC

Company Name: NEPTUNE, LLC
State Of Incorporation: CA
Charter Number: 199730910007
Status Of Incorporation: ACTIVE
Corporation Structure: DOMESTIC LLC

2: NEPTUNE, LLC

Company Name: NEPTUNE, LLC
State Of Incorporation: CA
Charter Number: 199730910007
Status Of Incorporation: ACTIVE
Corporation Structure: DOMESTIC LLC

3: NEPTUNE, LLC

Company Name: NEPTUNE, LLC

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3: NEPTUNE, LLC

State Of Incorporation: CA
 Charter Number: 199730910007
 Status Of Incorporation: ACTIVE
 Corporation Structure: DOMESTIC LLC

4: NEPTUNE, LLC

Company Name: NEPTUNE, LLC
 State Of Incorporation: CA
 Charter Number: 199730910007
 Status Of Incorporation: ACTIVE
 Corporation Structure: DOMESTIC LLC

5: NEPTUNE, LLC

Company Name: NEPTUNE, LLC
 State Of Incorporation: CA
 Charter Number: 199730910007
 Status Of Incorporation: ACTIVE
 Corporation Structure: DOMESTIC LLC

6: NEPTUNE, LLC

Company Name: NEPTUNE, LLC
 State Of Incorporation: CA
 Charter Number: 199730910007
 Status Of Incorporation: ACTIVE
 Corporation Structure: DOMESTIC LLC

Executives - 1 records found

#	Name	Titles
1.	FLICK, FREDRICH KARL	MEMBER

Company ID Numbers - 1 records found

Company ID Numbers
 Sec. of State Charter No(s): CA, 199730910007

Business Associates - 1 records found

#	Name	Address
1.	NEPTUNE, LLC	[REDACTED] SACRAMENTO, CA 95814-3705

Person Associates - 1 records found

#	Name	Address
1.	FLICK, FREDRICH KARL	

Sources - 6 records found

All Sources	6 Source Document(s)
Business Contacts	1 Source Document(s)
Business Finder	4 Source Document(s)
Corporate Filings	1 Source Document(s)

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10 OF 10 RECORD(S)

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Subject Summary

Name	Address	Phone	County/FIPS
NEPTUNE, LLC	[REDACTED] CORVALLIS, OR 97330-1153	None Listed	

Name Variations/DBAs

Name Variations
 1. NEPTUNE, LLC

Addresses - 1 records found

#	Address	Dates	County	MSA
1.	[REDACTED] CORVALLIS, OR 97330	5/19/2011 -	BENTON	-

7/10/2013

Profile Information - 3 records found**1: NEPTUNE, LLC**

Company Name: NEPTUNE, LLC
 Date Of Incorporation: 5/19/2011
 State Of Incorporation: OR
 Charter Number: 77332097
 Status Of Incorporation: ACTIVE
 Corporation Structure: DOMESTIC LIMITED LIABILITY COMPANY

2: NEPTUNE, LLC

Company Name: NEPTUNE, LLC
 Date Of Incorporation: 5/19/2011
 State Of Incorporation: OR
 Charter Number: 77332097
 Status Of Incorporation: ACTIVE
 Corporation Structure: DOMESTIC LIMITED LIABILITY COMPANY

3: NEPTUNE, LLC

Company Name: NEPTUNE, LLC
 Date Of Incorporation: 5/19/2011
 State Of Incorporation: OR
 Charter Number: 77332097
 Status Of Incorporation: ACTIVE
 Corporation Structure: DOMESTIC LIMITED LIABILITY COMPANY

Executives - 1 records found

#	Name	Titles
1.	COLE, DARIN F	MANAGER

Registered Agents - 1 records found

#	Name	Address
1.	DARIN F COLE	[REDACTED] CORVALLIS, OR 97330-

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#	Name	Address
		1153

Company ID Numbers - 1 records found**Company ID Numbers**

Sec. of State Charter No(s): OR, 77332097

UCC Liens - 1 records found**1:OR UCC LIEN FILING****Debtor Information****Debtor 1**

Name: NEPTUNE, LLC

Address: [REDACTED] CORVALLIS, OR 97330-1153

Debtor 2

Name: BULJAM 2, LLC

Address: [REDACTED] ALBANY, OR 97322-6315

Debtor 3

Name: CLPWARRENTON LLC

Address: [REDACTED] CORVALLIS, OR 97339-1583

Debtor 4

Name: SUNSET RIVER LLC

Address: [REDACTED] CORVALLIS, OR 97339-1583

Secured Party Information

Name: OSU FEDERAL CREDIT UNION

Address: [REDACTED] CORVALLIS, OR 97330-2179

Filing Information

Original Filing Number: 89002575

Original Filing Date: 9/15/2011

Filing Type: INITIAL FILING

Filing Number: 89002575

Filing Date: 9/15/2011

Expiration Date: 9/15/2016

Filing Offices

Address: [REDACTED] SALEM, OR 97310

Filing Agency: SECRETARY OF STATE/UCC DIVISION

Collateral InformationDescription: 09/15/2011 89002575 - FIXTURES AND PROCEEDS;GENERAL
INTANGIBLE(S) AND PROCEEDS;ACCOUNT(S) AND PROCEEDS**Business Associates - 6 records found**

#	Name	Address
1.	1WINSTON, LLC	[REDACTED] CORVALLIS, OR 97330-1153
2.	BULJAM 2, LLC	[REDACTED] ALBANY, OR 97322-6315
3.	CADDI, LLC	[REDACTED] CORVALLIS, OR 97330-1153
4.	CLPWARRENTON LLC	[REDACTED] CORVALLIS, OR 97339-1583
5.	SUNSET RIVER LLC	[REDACTED] CORVALLIS, OR 97339-1583
6.	WESTERN RAILROAD SALVAGE INC	[REDACTED] CORVALLIS, OR 97330-1153

Person Associates - 1 records found

#	Name	Address
1.	COLE, DARIN F	[REDACTED] CORVALLIS, OR 97330-1153

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DB-SDNY-0027563

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Sources - 6 records found

All Sources	6 Source Document(s)
Business Contacts	1 Source Document(s)
Business Finder	2 Source Document(s)
Corporate Filings	1 Source Document(s)
Experian Business Reports	1 Source Document(s)
UCC Lien Filings	1 Source Document(s)

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D&B:

There was no information found

LEGAL RESULTS:**Court Cases:**

Donna Discala v. Ralph F. Arcamone, Jr. et al.

FSTCV064007607S

**SUPERIOR COURT OF CONNECTICUT, JUDICIAL DISTRICT OF
STAMFORD-NORWALK AT STAMFORD**

2006 Conn. Super. LEXIS 3665

November 22, 2006, Decided

November 22, 2006, Filed

NOTICE: [*1] THIS DECISION IS UNREPORTED AND MAY BE SUBJECT TO FURTHER APPELLATE REVIEW. COUNSEL IS CAUTIONED TO MAKE AN INDEPENDENT DETERMINATION OF THE STATUS OF THIS CASE.

PRIOR HISTORY: Discala v. Arcamone, 2006 Conn. Super. LEXIS 3576 (Conn. Super. Ct., Nov. 21, 2006)

CASE SUMMARY:

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PROCEDURAL POSTURE: The court had previously granted plaintiff property owner's request for an injunction prohibiting defendant property owners from subdividing their property and selling a portion of it. Subsequently, plaintiff sought to enjoin defendants from renting to a third party one of two residences on defendants' property. Plaintiff sought removal of one of the two residences.

OVERVIEW: After purchasing their property, defendants built a second residence. Although they had originally planned to subdivide the property, they later sought only to rent the original residence and to occupy the new residence as their family home. Plaintiff claimed that the rental of the original property violated certain restrictive covenants and that the residence located at that address had to be removed. The court held that plaintiff did not meet her burden of proof concerning the alleged violations of the restrictions. The court held that plaintiff did not prove that the restrictions (1) prevented the use of the residence for any purpose other than as the principal residence on defendants' property; (2) limited the size of any building on defendants' property; or (3) imposed any use limitation on buildings on defendants' property. Plaintiff did not show that the rental of the original residence for residential purposes would violate the restrictions as set forth in the deed to defendants' property. Accordingly, the court did not need to determine whether enforcement of the restrictions by requiring the removal of the original residence would be inequitable.

OUTCOME: The court entered final judgment enjoining defendants from subdividing their property, but the court declined to require removal of one of the residences or to enjoin the owners from renting one of the residences.

CORE TERMS: cottage, deed, guest, restrictive covenants, gardener's, zoning, rental, square feet, dwelling house, residential, outbuildings, bedrooms, burden of proof, appurtenant, dwelling, erected, parcel, new residence, enlarged, acre, bath, purposes of sale, square foot, injunction, grantor's, urges, floor area, accessory, improved, built

LexisNexis(R) Headnotes

Real Property Law > Restrictive Covenants > Enforcement

[HN1] Restrictions that were personal to a common grantor cannot be enforced by the successors in title of other grantees whose properties were not subjected to the same restriction.

Real Property Law > Restrictive Covenants > Enforcement

Real Property Law > Zoning & Land Use > General Overview

[HN2] Zoning provisions, unless incorporated, either explicitly or implicitly, by reference are irrelevant to the interpretation and enforcement of restrictive covenants.

Real Property Law > Restrictive Covenants > General Overview

Real Property Law > Zoning & Land Use > General Overview

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[HN3] Restrictive covenants in a deed as to use of property are distinct from the provisions of a zoning law.

Real Property Law > General Overview

[HN4] The term "cottage" has no fixed meaning under Connecticut law that precludes structures exceeding a certain size from being considered cottages.

Real Property Law > Restrictive Covenants > Creation

[HN5] A restrictive covenant must be narrowly construed and ought not to be extended by implication.

Civil Procedure > Remedies > Injunctions > Permanent Injunctions

Real Property Law > Restrictive Covenants > Creation

Real Property Law > Restrictive Covenants > Enforcement

[HN6] A permanent injunction is warranted only when the terms of a restrictive covenant have specified and expressly defined meanings, and, if that is the case, such particularized meanings and definitions will control.

Civil Procedure > Remedies > Costs & Attorney Fees > Costs > General Overview

[HN7] Conn. Gen. Prac. Book, R. Super. Ct. § 18-5(a) provides that disputes concerning costs shall be heard by a clerk. The provisions of § 18-5(b) make it clear that the judicial authority acts only after the clerk has taxed costs and a motion is filed for review.

JUDGES: David R. Tobin, J.

OPINION BY: David R. Tobin

OPINION

SUPPLEMENTAL MEMORANDUM OF DECISION

This memorandum of decision addresses the issue of whether the plaintiff has proven that the provisions of certain restrictive covenants require the removal of either of the two residences located on the defendants' property.

This action was brought by the plaintiff in 2005 seeking injunctive relief to enforce the provisions of restrictive covenants applicable to a 31-lot subdivision know as "Overbrook." The action filed after the defendants began construction of second residential structure on their 3+-acre lot and listed their original residence and a 1+-acre portion of their lot for sale. In her complaint the plaintiff claimed that she was the owner of 2+-acre lot also subject to the "Overbrook" restrictions. She claimed that the defendants' activities violated the provisions of the restrictive covenants in a number of ways. The court heard the parties' testimony and other evidence over four days of trial from March 1, 2006 to March 8, 2006. The [*2] facts found by the court are set forth in detail in the court's memorandum of decision dated May 24, 2006.

In summary, the court found that:

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1. Both the plaintiff's property and the defendants' property were subject to the "Overbrook" restrictions which were substantially uniform.
2. The plaintiff had standing to enforce the restrictions.
3. The restrictions were viable.
4. Changed circumstances were insufficient to negate the validity of the restrictions.
5. Laches did not bar the plaintiff's action to enforce the restrictions.
6. Paragraph 5 of the restrictions requiring prior approval of construction plans was personal to the original grantor and could not be enforced by plaintiff.
7. Paragraph 2 of the restrictions prevented the defendants from subdividing their property for purposes of sale.
8. The plaintiff had not shown that the defendants had yet used any structure on their property in a manner which would violate paragraph 1 of the restrictions.

The court granted the plaintiff an injunction preventing the defendants from subdividing their property for purposes of sale and retained jurisdiction for a period of one year to determine [*3] any issues which might arise out of the use of any structure on the defendant's property.

On June 5, 2006 the defendants, Ralph F. Arcamone, Jr. and Claire Ann Clark, filed a motion to reargue which the court granted in part. The court permitted the defendants to be heard on their claim that the evidence produced at trial was sufficient to permit the court to determine the permissible uses of the structures on their property under the provisions of paragraph 1 of the restrictive covenants. The parties were heard on August 1, 2006. On August 4, 2006 the court entered an order finding that the evidence produced at trial was insufficient to permit the court to make such a determination.

On August 11, 2006 the defendants filed a motion for further order and a motion for extension of time to file appeal. In the motion for further order the defendants requested the court to hold a hearing to ". . . consider all pending issues relating to proposed uses of defendants' property and the two dwellings thereon . . ." On August 21, 2006 the parties appeared before the court and presented additional evidence and argument concerning the issues.

The evidence produced at the August 21, 2006 hearing [*4] established that the defendants no longer intend to subdivide their property for sale. Instead they plan to rent their original residence (145 West Norwalk Road) and to occupy the new residence, now designated as 143 West Norwalk Road, as their family home. The original residence is a one and a half-story structure built in 1830 and renovated and expanded in the early 1990s. As presently configured the structure has seven rooms including three bedrooms and two bathrooms. The records of the Norwalk assessor show that the structure has a gross useable floor area of approximately 3,500 square feet. At the time of the hearing, the new residence was nearly completed. When finished it will have a useable floor area of approximately 5,200 square feet.

In its memorandum of decision of May 24, 2006, the court found that both the plaintiff's property and the defendants' property were subject to substantially uniform restrictions set

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forth in the "Overbrook" deeds. Those restrictions are not, however, identical. Paragraph 1 of the restrictions as set forth in the plaintiff's deed and in the deeds conveying 29 of the 31 "Overbrook" lots reads as follows:

1. No building shall be erected upon [*5] the premises above described except one

single family dwelling house; and in addition thereto there may be erected thereon one separate garage and separate buildings for such uses as a greenhouse, gardener's cottage, a shop for use in connection with said premises but not for commercial use, or other outbuildings suitable for use in connection with and as appurtenant to said dwelling house

The restrictions on the defendant's property are set forth in a deed dated February 27, 1942, from John Sherman Hoyt ("Hoyt") to William H. Pinckard conveying the 3.14-acre parcel presently owned by the defendants. Paragraph 1 of the restrictions in that deed differs from those in the other "Overbrook" deeds in two significant respects. First, there is a preamble which is absent from the plaintiff's deed and from the other 29 deeds conveying "Overbrook" lots. That preamble reads as follows:

A house now stands on said Lot and said house may be enlarged and improved

but any addition to said house shall be so constructed as not to bring said house or any part thereof nearer than the same now is to said West Norwalk Avenue. Should said building be destroyed or removed, no [*6] new building shall be erected on the premises above described except a one family dwelling, nor shall the old building, if improved and enlarged be made into other than a one family dwelling house . . .

The second difference between the paragraph 1 restrictions in the plaintiff's deed and paragraph 1 in the defendants' deed is in the list of permitted accessory buildings. In common with 28 other "Overbrook" deeds, the plaintiff's deed expressly permits a separate garage, greenhouse, gardener's cottage and a shop for use in connection with the premises. However, paragraph 1 of the defendant's deed also expressly permits the construction of a "guest cottage." The only other "Overbrook" deed expressly permitting a "guest cottage" is the deed to the 3.89-acre lot (Lot Q) presently owned by Catherine Brinckerhoff. That lot is adjacent to the defendants' lot and also fronts on West Norwalk Road. The defendants' lot and the Brinckerhoff lot are the only "Overbrook" lots not having frontage on either Maywood Road or Maywood Court. The defendants' lot and the Brinckerhoff lot are two of the larger "Overbrook" lots, each having in excess of three acres. Most "Overbrook" lots are approximately [*7] the size of the plaintiff's lot which contains 2.12 acres.

The plaintiff claims that the rental of 145 West Norwalk Road violates paragraph 1 of the restrictive covenants and that the residence located at that address must be ordered removed. She supports these claims with an array of arguments. First, the plaintiff argues that the restrictions expressly forbid the use of the residence at 145 West Norwalk Road for any purpose other than as a principal residence. Accordingly, that structure cannot qualify as a permitted accessory building. Second, the plaintiff argues that because the residence at 145 West Norwalk Road is situated on a separate lot for zoning purposes, it cannot be considered accessory to a principal residence located on another lot. Third, the plaintiff argues that the size of the structure at 145 West Norwalk Road precludes it being considered either as a guest cottage or a gardener's cottage. In support of this claim the

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plaintiff urges the court to either adopt the size of the guest cottage built on the Brinckerhoff lot, adjacent to the defendants' property, as the upper limit of the permissible size of cottages, or to make an ad hoc determination that the sheer [*8] size of the structure at 145 West Norwalk Road prevents it from being considered a cottage of any sort. Fourth and finally, the plaintiff argues that even if the defendants were permitted to use the structure at 145 West Norwalk Road as a cottage, they could only use it to accommodate either guests or household servants such as gardeners. In making these arguments the plaintiff asserts that because the defendants applied to the court to determine whether the rental of 145 West Norwalk Road was permitted under the restrictions, the burden of proof shifted from the plaintiff to the defendants.

On their part the defendants claim that the plaintiff has failed to sustain her burden of showing that the proposed rental of 145 West Norwalk Road would constitute a violation of the "Overbrook" restrictive covenants. In addition, the defendants claim that the plaintiff has failed to demonstrate that she has suffered or will suffer irreparable harm if the defendants should proceed with the proposed rental.

Before discussing the parties' respective claims, the court will consider the issue of burden of proof and the standard for granting injunctive relief if a violation of the restrictions is [*9] established. Despite the plaintiff's assertions to the contrary, the court finds that the plaintiff has the burden of proof with respect to her claims of violations of the restrictions. As the court noted in its memorandum of decision of May 24, 2006, the court did not have sufficient evidence to grant the plaintiff's application for an injunction requiring the defendant to remove one of the structures on their property. By simply reserving jurisdiction to hear any further applications concerning the use of the structures on defendant's property, the court could not and did not shift the plaintiff's burden of proof to the defendants.

If the plaintiff were able to sustain her burden of proof that the defendants' rental of 145 West Norwalk Road violates paragraph 1 of the restrictive covenants, she is not required to show that she has or will sustain irreparable injury. She need only show that the relief requested would not be inequitable. *Hartford Electric Light Co. v. Levitz*, 173 Conn. 15, 22, 376 A.2d 381 (1977).

The court will consider each of plaintiff's claims separately. The plaintiff first argues that even if the plaintiffs could otherwise use the original [*10] residence as a guest cottage or gardener's cottage, the express provisions of the restrictions prohibited such uses once that structure had been improved and enlarged. The plaintiff points to the following language in paragraph 1 of the restrictions as set forth in the Pinckard deed: ". . . nor shall the old building, if improved and enlarged be made into other than a one family dwelling house . . ." The plaintiff points out that the evidence in this case establishes that original residence on the defendants' lot was substantially enlarged by the defendants in the early 1990s. The plaintiff claims that such enlargement precludes any use of the residence for a different purpose. The court finds that the plaintiff's reliance on the above-quoted provision of the restriction in the defendants' deed is misplaced.

The portion of paragraph 1 of the restrictions at issue is not a uniform one imposed on all properties in the "Overbrook" subdivision. A number of "Overbrook" lots had existing structures located on them when they were conveyed to purchasers by John Sherman

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Hoyt. However, no deed, other than the Pinckard deed purported to limit the use to which those existing structures might [*11] be put. To the extent they are uniform, the "Overbrook" restrictions do not place any limitations on the conversion of one permitted structure (whether existing at the time of the deed or erected thereafter) to a different permitted use. The court concludes that the provision of the restrictions limiting the use to which the existing residence on the defendants' property could be put was not part of the uniform set of restrictions, but rather was one which was personal to the common grantor, John Sherman Hoyt. [HN1] Such restrictions cannot be enforced by the successors in title of other grantees whose properties were not subjected to the same restriction. *Pulver v. Mascolo*, 155 Conn. 644, 651, 237 A.2d 97 (1967); *Gilbert v. Beaver Dam Ass'n. of Stratford, Inc.*, 85 Conn. App. 663, 679, 858 A.2d 860 (2004).

The plaintiff's second argument is that the restrictions do not permit the existence of two dwellings on one lot. The plaintiff claims that the new residence was built on a separate lot for zoning purposes. Under Norwalk zoning regulations the old residence is a principal use on its zoning parcel, while the new residence is a principal use on its separate [*12] zoning parcel. The plaintiff urges that since both residences are principal uses, the original residence cannot be considered to be appurtenant or accessory to the new residence. This argument overlooks that fact that [HN2] zoning provisions, unless incorporated, either explicitly or implicitly, by reference are irrelevant to the interpretation and enforcement of the restrictive covenants. In this case there was no evidence as to whether or not zoning regulations were in force in Norwalk in the early 1940s when the restrictions were created or if there was any intent of the grantor, either express or implied, to incorporate the provisions of such regulations into the restrictions he placed upon the lots he was carving out of his Overbrook estate.

In its May 24, 2006 memorandum of decision the court granted the plaintiff's request for an injunction prohibiting the subdivision of the defendants' lot of purposes of sale. Accordingly, for purposes of enforcement of the restrictions the defendant's property must be considered to be one parcel or lot and the zoning compliance of the defendants' property or lack thereof is not relevant to the plaintiff's action which seeks only to enforce restrictive [*13] covenants. "The law is well established that [HN3] restrictive covenants in a deed as to use of property are distinct from the provisions of a zoning law." *Whiting v. Seavey*, 159 Me 61, 68, 188 A.2d 276 (1963); *Johnson v. Guarino*, 22 Conn.Super. 235, 238, 168 A.2d 171 (1960).

Thirdly, the plaintiff argues that the original residence is too large to be considered either a "guest cottage" or a "gardener's cottage." In its memorandum of decision of May 24, 2006, the court determined that the restrictions on the defendants' property (Plot R) and the adjacent parcel (Plot Q) were unique in that they permitted the construction of a "guest cottage" in addition to other permitted appurtenant structures. The evidence showed that in 1946 a second residence was constructed on plot Q. Over the years either the original residence or the newer one has been rented to tenants while the other residence was occupied by the owners of plot Q. The court concluded that the second residence, containing approximately 1,136 sq. feet of floor area was, most likely, a permitted "guest cottage."

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The plaintiff urges that the 1,136 square foot structure¹ on the neighboring property [*14] should be accepted by the court as the largest structure which could qualify as a "cottage." The plaintiff has not cited any authority for her contention that a "cottage" must necessarily be a structure of limited size. The term "cottage" does not have any well defined meaning under the law. Courts in other states have used the term in context to describe a variety of structures--"a residential dwelling situated on the same lot as a primary residential dwelling" *Dawson v. Zoning Board of Appeals of Southold*, 12 A.D.3d 444, 445, 785 N.Y.S.2d 84, 86 (2004)--"a two story cottage" *Petrocelli v. Zoning Board of Appeals of the Village of Kings Point*, 281 App.Div.2d 423, 424, 722 N.Y.S.2d 34, 35 (2001)--"[a] residence [to] provide care for up to eight children." *St Mary's Home for Children v. Hays*, Providence Superior Court, State of Rhode Island, C.A. No. 97-2720 (October 30, 1997, Rogers, P.J.)

¹ Despite the court's finding in its May 24, 2006 memorandum of decision as to the size of the Brinckerhoff guest cottage based on the records of the Norwalk tax assessor, the plaintiff insists that the cottage contains only 696 sq. ft.

[*15] In four recent tax appeals to the Superior Court cases, three different trial courts have referred to structures of substantial size as "cottages." In *Anderson v. Madison*, New Haven JD, CV 03 0477257 S, (October 12, 2004, Arnold, J.) the following residences were all described as "cottages" - two stories 1,632 square feet; two stories 2,482 square feet with seven rooms, four bedrooms, three baths, two wood decks. In *Neptune, LLC v. Madison*, New Haven JD, CV 040378100S, (June 2, 2005, Lopez, J.) the court referred to a 3,022 square foot, 2 1/2-story residence containing ten rooms, five bedrooms and four baths as a "cottage." In *Fremantle v. Madison*, New Haven JD, CV 03 0478105 S, (July 22, 2005, Lopez, J.) the court described three "cottages" one containing 2,552 square feet in a 2 3/4-story structure containing four bedrooms and three baths, a second containing 1,868 square feet with seven rooms, four bedrooms and two bath, and a third containing 3,131 square feet in 2 1/2-story residence containing nine rooms, six bedrooms and three baths. In *Noonan v. Madison*, New Haven JD, CV 030477358 S, (July 22, 2005, Hadden, J.T.R.) the court described a "cottage" containing [*16] 1,846 square feet of finished living area which did not include a 246 square foot enclosed porch and a 425 square foot deck.

In different contexts, other Superior Courts have described "cottages" of substantial dimensions. For example in *NSA Properties, Inc. v. Stamford*, Stamford/Norwalk JD CV 94-0144003819-S, 2005 Conn. Super. LEXIS 878 (March 29, 2005, Lewis, J.T.R.) [39 Conn. L. Rptr. 95] the court described a "caretakers cottage" as having a library upstairs which was used for gatherings, study and education.

The court finds that [HN4] the term "cottage" has no fixed meaning under Connecticut law that precludes structures exceeding a certain size from being considered cottages. The plaintiff has presented no evidence regarding the intention of the parties to the 1942 deed or as to circumstances surrounding them at time of the execution of the deed from which the meaning of the term "cottage" could be inferred. The court also notes that the restrictions place no limitation on the floor area, height or any other dimension of any of the structures which might be built on a Overbrook lot. Accordingly, the court concludes that the plaintiff cannot prevail on her claim that the original residence on the defendants' [*17]

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property violates the restrictive covenants because its size alone precludes its consideration as either a "gardener's cottage" or a "guest cottage."

Finally the plaintiff argues that even if the court should find that the original residence might be considered a "cottage," the rental of the property to unrelated third parties is inconsistent with the uses permitted under the restrictions. In her fourth argument, the plaintiff also urges that paragraph 1 of the restrictive covenant should be construed as imposing a use restriction on the defendant's property. She argues that even if the original residence can remain, as a permitted guest cottage or gardener's cottage, its use should be limited to the housing of guests and/or household servants such as gardeners. She claims that the defendants admitted intention or renting out their original residence is inconsistent with the uses permitted under the terms of paragraph 1 of the restrictions. The court does not agree.

The language of the relevant portion of the restrictions manifests the grantor's intention to permit, not only a principal residence on each lot, but also a wide variety of separate outbuildings as long as the uses of [*18] such outbuildings were residential and not commercial in character. The "Overbrook" restrictions contain no prohibition against rental of all or any portion of the properties subject to the restrictions. The language of paragraph 1 of the restrictions expressly permits:

. . . separate buildings for such uses as a greenhouse, guest cottage, gardener's

cottage, a shop for use in connection with said premises but not for commercial use, or other outbuildings for use in connection with and as appurtenant to said dwelling house . . .

The use of the phrases "such uses as" and "other outbuildings for use in connection with and as appurtenant to said dwelling house" makes it clear that the parties to the deed had no intention of restricting the occupancy of any cottages or other outbuildings which might be erected on the premises to only gardeners and guests. [HN5] "A restrictive covenant must be narrowly construed and ought not to be extended by implication." *Neptune Park Ass'n. v. Steinberg*, 138 Conn. 357, 361, 84 A.2d 687 (1951) The plaintiff has not shown that paragraph 1 of the "Overbrook" restrictions imposed any use restriction beyond the prohibition against [*19] commercial uses.

[HN6] A permanent injunction is warranted only when the terms of a restrictive covenant have specified and expressly defined meanings, and, if that is the case, such particularized meanings and definitions will control. *Southbury Land Trust v. Andricovich*, 59 Conn.App. 785, 789, 757 A.2d 1263 (2000); *Hartford Electric Light Co. v. Levitz*, 173 Conn. 15, 22, 376 A.2d 381 (1977).

The court finds that the plaintiff has not sustained her burden of proving that: the "Overbrook" restrictions: 1) prevent the use of the residence at 145 West Norwalk Road for any purpose other than as the principal residence on the defendant's property; or 2) limit the size of any building (cottage or otherwise) on the defendant's property; or 3) impose any use limitation (beyond requiring residential use only) on buildings on the defendants' property.

The court concludes that the plaintiff has not shown that the rental of the residence at 145 West Norwalk Road for residential purposes would violate paragraph 1 of the "Overbrook"

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restrictions as set forth in the deed to the defendants' property. Accordingly, the court does not need to determine whether, under the [*20] circumstances of this case, enforcement of the restrictions by requiring the removal of the original residence would be inequitable.

For the reasons set forth in the court's memorandum of decision dated May 24, 2006, a final judgment may enter enjoining the defendants from subdividing their property for purposes of sale.

In her brief the plaintiff invites the court to adjudicate a dispute concerning a bill of costs submitted by the plaintiff on June 1, 2006 and the defendants' timely objection thereto. [HN7] Practice Book § 18-5(a) provides that such disputes shall be heard by the clerk. The provisions of Practice Book § 18-5(b) make it clear that the judicial authority acts only after the clerk has taxed costs and a motion is filed for review. As the record does not reflect that the clerk has taxed costs in this matter, the court declines the plaintiff's invitation to consider any issues concerning costs at this time.

David R. Tobin, J.

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2005 Conn. Super. LEXIS 1427, *

Neptune, LLC. v. Town of Madison

CV030478100

SUPERIOR COURT OF CONNECTICUT, JUDICIAL DISTRICT OF
NEW HAVEN, AT NEW HAVEN

2005 Conn. Super. LEXIS 1427

June 2, 2005, Decided
June 2, 2005, Filed

NOTICE: [1] THIS DECISION IS UNREPORTED AND MAY BE SUBJECT TO FURTHER APPELLATE REVIEW. COUNSEL IS CAUTIONED TO MAKE AN INDEPENDENT DETERMINATION OF THE STATUS OF THIS CASE.

CASE SUMMARY:

PROCEDURAL POSTURE: Appellant, a property owner, filed an application with the trial court, appealing from the action of the Board of Tax Review of the Town of Madison (Connecticut). In its application, the owner alleged that the valuation placed on its property by respondent, the town, was excessive, disproportionate and unlawful.

OVERVIEW: The property in question was a waterfront parcel in one of the most desirable areas of the town. The property was improved by a two-story dwelling. The dwelling was in fair condition, but the bulk of the value of the property lay in the land, because it was a large lot with a sandy beach. The appraiser for the town appraised the value of the property at \$ 2,600,000.00. The appraiser hired by the company appraised the property at \$1,496,000. Both appraisers used the comparable sale method. The court found that the town's appraiser had clearly demonstrated he fair market value of the property. Although some questions were raised regarding the use of a particular property as a comparable, the court found and accepted, from the evidence presented, the reasons provided by the town's for consistently using large parcels of waterfront property as comparables. Therefore, the court adopted the town's appraisal of the value of the fair market value of the property of \$2,589,200.

OUTCOME: The court adopted the town's valuation of a fair market value of \$ 2,589,200.00 on the assessment date, and judgment was entered accordingly.

CORE TERMS: comparable, subject property, dwelling, square feet, dollar, beach, appraisal report, sale price, fair market value, appraiser, lot size, bath, comparable sales,

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square foot, adjusted, parcel, column, bedroom, smaller, acres, parcel of land, net adjustment, valuation, garage, adjust, floor, mile, arrive, much larger, waterfront

LexisNexis(R) Headnotes

Tax Law > Federal Tax Administration & Procedure > Burdens of Proof > General Overview

Tax Law > Federal Tax Administration & Procedure > Tax Court (IRC secs. 7441-7491) > Standards of Review > General Overview

Tax Law > State & Local Taxes > Administration & Proceedings > Judicial Review

[HN1] In Conn. Gen. Stat. § 12-117a tax appeals, the trial court tries the matter de novo and the ultimate question is the ascertainment of the true and actual value of the taxpayer's property. At the de novo proceeding, the taxpayer bears the burden of establishing that the assessor has overassessed its property. Once the taxpayer has demonstrated aggrievement by proving that its property was overassessed, the trial court will then undertake a further inquiry to determine the amount of the reassessment that would be just. The trier of fact must arrive at its own conclusions as to the value of the taxpayer's property by weighing the opinion of the appraisers, the claims of the parties in light of all the circumstances in evidence bearing on value, and his own general knowledge of the elements going to establish value.

Civil Procedure > Judicial Officers > Judges > General Overview

Evidence > Testimony > Credibility > General Overview

[HN2] In a case tried before a court, the trial judge is the sole arbiter of the credibility of the witnesses and the weight to be given specific testimony. The credibility and the weight of expert testimony is judged by the same standard, and the trial court is privileged to adopt whatever testimony he reasonably believes to be credible.

JUDGES: Carmen L. Lopez, J.

OPINION BY: Carmen L. Lopez

OPINION

MEMORANDUM OF DECISION

On May 29, 2003, the appellant Neptune, LLC, (Neptune) filed an Application with the Superior Court Judicial District of New Haven, appealing from the action of the Board of Tax Review of the Town of Madison (Town). In its application, Neptune alleges that the valuation placed on its property by the Town for the Grand List of October 1, 2002 "was not and is not that percentage of its true and actual value on that assessment date, but was and is grossly excessive, disproportionate and unlawful."

Although the return date of the application is June 17, 2003, the Town did not file an appearance, through counsel, until March 26, 2004. On July 15, 2004, Neptune filed an appraisal report with the court. ¹ On August 13, 2004, the Town filed an appraisal report with the Court. ²

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1 Exhibit 1.

2 Exhibit E.

[*2] On August 16, 2004, the Town filed an Answer and Special Defense along with a Statement of Evaluation with the court. In its Special Defense, the Town represents that since Neptune voluntarily paid its total 2002 tax bill without protest, it is precluded from challenging its assessment for that tax year.

In its Statement of Evaluation, the Town represents that the one hundred per cent (100%) valuation of the property as of October 1, 2002, is \$ 2,589,200.00. Of this number, \$ 2,286,800.00 represents the value of the unimproved land and \$ 302,400 represents the value of the dwelling and outbuilding.

The Town further represents that the seventy per cent (70%) valuation for assessment purposes, as of October 1, 2002 is \$ 1,812,600. Of this number, \$ 1,600,800.00 represents the value of the unimproved land and \$ 211,800 represents the value of the dwelling and outbuilding.

The matter was tried to the court on March 1, 2005. The parties were given until March 24, 2005 to file post-trial briefs and until April 7, 2005 to file reply briefs. The court is in receipt of post-trial briefs and reply briefs from each of the parties.

After a review of the file, the evidence and testimony of **[*3]** the witnesses, the Court finds:

I. FACTS

The court heard the testimony of two real estate appraisers, Mr. Philip W. Ball, on behalf of Neptune and Mr. Albert W. Franke on behalf of the Town. Both of the appraisers used the sales comparable approach to determine the fair market value of the property.

49 Neptune Ave is located on a water front parcel of land running approximately 140 feet of frontage along Long Island Sound and approximately 200 feet of frontage along the east side of Neptune Avenue, in the Town of Madison. There is a seawall and sandy beach in front of the house. The total land area consists of approximately 39,200 square feet, or 0.89 acres. This property is located in the "Liberty Street" area of Madison which is considered one of the most desirable and better water front and water influenced area of the town.

This property is improved with a two-story, winterized detached frame dwelling as well as a separate structure which at one time was a garage and has presently been converted into a two-story small apartment. The total gross living area of the frame dwelling is approximately 2,716 square feet while the total gross living area of the former garage is **[*4]** 864 square feet.

The dwelling consists of a living room with fireplace, enclosed sun porch, library, modern kitchen and bath on the first floor. The second floor contains six bedrooms, one stall shower bath, one full bath and one lavatory. The first floor of the apartment contains a combination living room, bedroom, kitchenette and bath on the first floor. The second floor

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consists of one office with sliding glass doors to a deck. The dwelling is in fair condition. "The bulk of the value of this property lies in the land because it is such a large lot with a sandy beach along the water in a . . . highly, highly desirable area of Madison . . . so that the improvement, the house . . . contributes very little to the value." ³

³ Testimony of Mr. Franke, Transcript, page 47.

The property is located in a R-2 zone, which is a single-family residential zone. This zone requires a minimum lot of 40,000 square feet. This property, with a square footage of 39,200 square feet, does not conform to the present zoning requirements. [^{*5}] It is a legal non-conforming lot.

A. Appraisal Report of Mr. Philip W. Ball

In the opinion of Mr. Ball, the fair market value of the subject property as of October 1, 2002, is \$ 1,496,000.00. In arriving at this opinion, Mr. Ball compared this property to three parcels of land in the Town of Madison. In arriving at value, Mr. Ball explained that he divides "the number of square feet into the sale price to come out with a unit of measurement which is the rate per square foot of building including land." ⁴

⁴ Mr. Ball's testimony, Transcript, page 24.

Mr. Ball also explained that he makes adjustments to the comparable sales for time, water, location, view, lot size, building size, building conditions, functional utility and amenities. These adjustments, however are not included in his appraisal report. They are contained in a separate hand written loose leaf of paper that was not introduced into evidence by Neptune, it was introduced by the Town. ⁵

⁵ Defendant's Exhibit C.

[^{*6}] This paper, which the court will refer to as a chart, contains five columns. The first column is a list of the nine areas in which he makes adjustments to the comparable sales. The other four columns are a list of the actual adjustments, in percentages, made to each of his comparables. During his testimony, Mr. Ball explained that he does not "put a dollar value on those adjustments." ⁶ In this particular case, column number two is 160 Middle Beach Road, the third column is 146 Middle Beach Road, the fourth column is 109 Hartford Ave and the fifth column is 57 Hotchkiss Lane.

⁶ Mr. Ball's testimony, Transcript, page 24.

1. Comparable Sale number 1 is located on 160 Middle Beach Road. Mr. Franke also uses this property as a comparable. This property mostly recently sold on August 28, 2001 for \$

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1,825,000. It is a much smaller parcel than the subject lot in that it consists of 0.36 acres. However, the dwelling is much larger in that it contains a much larger living area, 3,022 square feet. It is a 2.75-story [*7] converted cottage, totally renovated in the 1990s, containing ten rooms, five bedrooms, four baths, one lavatory, and direct water frontage. According to Mr. Ball the rate per square foot for this property is \$ 603.90.

This property is located in a different neighborhood than the subject property. Mr. Ball's appraisal report does not indicate how far this property is from the subject property. In order to explain the distance between the subject property and the comparables, Mr. Ball was asked by Neptune's counsel to mark up a Location Map, attached to Mr. Franke's appraisal report; with a "B" on or near the site of one of his comparables and an "F" for one of Mr. Franke's comparables. ⁷ Mr. Franke's appraisal report, on the other hand, clearly states the distance between the comparables and the subject property. According to Mr. Franke's report, this comparable is three-fifths of a mile west of the subject property.

7 Appellant's Exhibit 8.

Regarding the adjustments, Mr. Ball started by describing how he [*8] made his adjustment for time. He testified that since this property sold on August 28, 2001, and "we are dealing with October 1, 2002" and "there are thirteen months so I made a plus thirteen percent adjustment." He made no adjustments for water views, because, in his view, both of the properties have excellent water views. However, he made a plus three percent adjustment for location because, "Neptune is excellent and 160 Middle Beach Road" is "good to excellent." Because the Neptune property is much larger than the comparable, he made a plus fifteen percent adjustment for lot size. He made a minus twenty-five percent adjustment for building condition, because, in his assessment of the condition of the property, the Neptune property is in fair condition, whereas the comparable is in good condition.

Mr. Ball continued describing all of his adjustments, in percentages, and concluded by saying that "when you add up all of the adjustments it came to minus five percent. It originally sold at six hundred and three dollars and ninety cents (\$ 603.90). When you multiply that by ninety five percent it comes to five hundred and seventy three dollars and seventy cents (\$ 573.70)." This would [*9] be "the rate that would be applicable to the subject property based on those adjustments to its sale at six hundred and three dollars a square foot (603.90)." ⁸

8 Mr. Ball's testimony, Transcript page 26.

2. Comparable sale number two is located on 146 Middle Beach Road. This property mostly recently sold on September 2, 2002 for \$ 1,277,500.00. According to Mr. Ball this translates into a \$ 517.20 rate per square foot. It is a much smaller parcel than the subject lot in that it consists of only 7,400 square feet. The dwelling contains a living area, of 2,470 square feet. It is a 1.67-story and basement frame Cape Cod style dwelling built in the 1940s. It contains eight rooms, four bedrooms, two baths, one lavatory. It also contains a

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separately assessed lot with garage with loft apartment above. It also has a seawall and has been totally renovated. It is a smaller lot. Mr. Franke testified that this is not a reasonable comparable because it is too small to make the comparison worthwhile.

This property is [*10] located next door to comparable number one. As stated in the discussion of comparable number one, this property is three-fifths of a mile from the subject property. Regarding the adjustments, Mr. Ball's chart indicates that positive adjustments were made in two areas, time and location. He made no adjustments for water views, because, in his view, both of the properties have excellent water views. Because the subject property is so much larger than the comparable, he made a thirty percent adjustment for lot size. He made a minus twenty-five percent adjustment for building condition, because, in his assessment of the condition of the property, the Neptune property is in fair condition, whereas this comparable is in good condition.

His net adjustment figure for this property is minus twelve percent. Using his method of calculation Mr. Ball determined that the rate applicable to the subject property based on those adjustments, is five hundred and seventeen dollars and twenty cents (\$ 517.20) per square foot.

3. Comparable sale number three is located at 109 Hartford Avenue. This property most recently sold on January 17, 2001 for \$ 980,000.00. It is a much smaller parcel than the subject [*11] property in that it consists of 0.31 acres of land. It contains 2,016 square feet of living area. It is a two-story dwelling with a basement. It was built in the 1980s and contains seven rooms, three bedrooms, three baths, and a detached garage. It is located between 4-5 miles away from the subject property in an area of town known as the Neck Road area.

Mr. Ball adjusted for time, location, lot size, building size, building condition, and utility. His net adjustment amount in percentage, is a plus two percent. Using his previously explained method of calculation, Mr. Ball determined that the rate applicable to the subject property based on those adjustments is four hundred and eighty-one dollars and fourteen cents (\$ 481.08) per square foot.

4. Comparable number 4 is located on 57 Hotchkiss Lane. According to Mr. Ball's testimony, this comparable is located "one very long block" * away from the subject property. It is therefore in the same area as the subject property. It most recently sold on April 29, 2002 for \$ 1,675,000.00. It is a much smaller parcel than the subject property in that it consists of 0.30 acres of land. It contains 3710 square feet of living area. It is a two-story [*12] dwelling. It was totally renovated in the 1980s and contains nine rooms, four bedrooms, three baths, and an oversized two-car garage.

9 Mr. Ball's testimony, Transcript page 28.

This property does not have direct water frontage. It does, however, have an unobstructed view of Long Island Sound, in that the property that it borders on does not have a house on it. Mr. Ball adjusted for time, location, lot size, building size, building condition, and utility. His net adjustment amount, in percentage, is a plus two percent Using his previously explained method of calculation, Mr. Ball determined that the rate applicable to the subject

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property based on those adjustments is four hundred and eighty-one dollars and fourteen cents (\$ 481.08) per square foot.

B. Appraisal Report of Mr. Albert W. Franke.

In Mr. Franke's opinion, as of October 1, 2002, the subject property has a fair market value of \$ 2,600,000.00. Like Mr. Ball, Mr. Franke arrives at his determination of the fair market value by using the comparable [*13] sales approach to market value. Mr. Franke compared the subject to three parcels of land in the Town of Madison.

1. Comparable Sale number one is located at 160 Middle Beach Road. As stated above, this is the one comparable that Mr. Franke and Mr. Ball have in common. Mr. Franke's adjustments lead him to conclude that the adjusted sales price of this comparable is \$ 2,577,000. As clearly stated in his report, he arrives at this by assigning a positive or negative dollar amount to an item that he is adjusting. For example, like Mr. Ball, he is of the opinion that the location of the subject property is superior to that of this comparable. To adjust for this difference, he adds \$ 100,000.00 to the sales price of the comparable. In addition, he adjusts, in dollar amounts, for time of sale, lot size and living area, condition, and several others. His total net adjustment figure is \$ 752,000.00. According to Mr. Franke, given this adjustment figure, the adjusted sales price of the comparable is \$ 2,577,000.

2. Comparable Sale number two is located at 155 Buffalo Bay. It is located three and one-fifth mile away from the subject property. It most recently sold on March 29, 2001 for \$ 2,750,000.00. [*14] This parcel of land consists of 0.57 acres of waterfront land. Mr. Franke adjusts for this difference in lot size by adding \$ 415,000.00 to the comparable's purchase price. The dwelling consists of 3,690 square feet of gross living area; this difference is accounted for by deducting \$ 39,000.00 from the sales price of the comparable.

Mr. Franke is of the opinion that the location of this comparable is superior to that of the subject property. He has adjusted for this difference by deducting \$ 600,000.00 from the sales price. After deducting the total net adjustments of \$ 125,000.00, Mr. Franke is of the opinion that the adjusted sales price of this property is \$ 2,625,000.00. During his testimony, Mr. Franke explained that he used this as a comparable because "it is a larger parcel of land . . . land being the dominant component . . . you are trying to measure as best as you can apples with apples and land value is driving most of these sales." ¹⁰

¹⁰ Testimony of Mr. Franke, Transcript page 56.

Mr. Ball testified [*15] that in his opinion this comparable is not a reasonable comparable sale for the subject property. He stated that Buffalo Bay is a "private cove that was originally developed by an extended family. It is inordinately private. It is the most serene piece of waterfront property that I know of." ¹¹ Mr. Ball elaborated that this property is actually part of a larger piece of property that has lots of common areas, including tennis courts, open areas going to the beach as well as a quarter to half mile long unpaved road

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to get to the houses. These are the reasons that he believes that the property is not comparable to Neptune.

11 Testimony of Mr. Ball, Transcript page 96.

3. Comparable Sale number three is located at 72 Webster Point Road. It is three blocks east of the subject property. It most recently sold on January 12, 2001 for \$ 2,300,000.00. This parcel consists of 0.47 acres of waterfront land. The dwelling has 4405 square feet of gross living area. Mr. Franke has added \$ 550,000.00 to the sales price of [*16] this comparable to adjust for the smaller lot size. He has deducted \$ 500,000.00 for the superior condition of the dwelling and he has added \$ 589,500.00 to adjust for the time between the sale and October 1, 2002.

After adjusting for the differences between the properties, which Mr. Franke believes total \$ 552,000.00, the adjusted sales price for this comparable is \$ 2,852,000.00.

II. STANDARD OF REVIEW

"Before addressing the merits of the parties' claims, we first set forth the well settled legal principles underlying a § 12-117a tax appeal, as well as our applicable standard of review. [HN1] In § 12-117a tax appeals, the trial court tries the matter de novo and the ultimate question is the ascertainment of the true and actual value of the [taxpayer's] property . . . At the de novo proceeding, the taxpayer bears the burden of establishing that the assessor has overassessed (sic) its property . . . Once the taxpayer has demonstrated aggrievement by proving that its property was overassessed, (sic) the trial court [will] then undertake a further inquiry to determine the amount of the reassessment that would be just . . . The trier of fact must arrive at [its] own conclusions [*17] as to the value of [the taxpayer's property] by weighing the opinion of the appraisers, the claims of the parties in light of all the circumstances in evidence bearing on value, and his own general knowledge of the elements going to establish value . . ." *Aetna Life Insurance Co. v. Middletown*, 77 Conn.App. 21, 25, 822 A.2d 330 (2003).

"It is well established that [HN2] "in a case tried before a court, the trial judge is the sole arbiter of the credibility of the witnesses and the weight to be given specific testimony." *Kimberly-Clark Corporation v. Dubno*, 204 Conn. 137, 153, 527 A.2d 679 (1987). The credibility and the weight of expert testimony is judged by the same standard, and the trial court "is privileged to adopt whatever testimony he reasonably believes to be credible." (Internal quotation marks omitted.) *Transportation Plaza Associates v. Powers*, 203 Conn. 364, 378, 525 A.2d 68 (1987). See *Newbury Commons Limited Partnership v. Stamford*, 226 Conn. 92, 99, 626 A.2d 1292 (1993) 626 A.2d 1292.

III. ISSUES IN DISPUTE

The appellant and the Town, in their respective briefs, each correctly state that the issue [*18] presented in this case is the value of 49 Neptune Avenue as of October 1, 2002. They have each presented the court with evidence in the form of appraisal reports by two

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experts in the field of determining the value of property. Each appraiser relied on the sales comparable approach to arrive at their conclusion of the value of the property.

As stated previously, the Town believes that the fair market value of the property is \$ 2,589,200. The Town's appraiser, Mr. Franke is of the opinion that the fair market value of the property is \$ 2,600,000. Neptune's appraiser, Mr. Ball is of the opinion that the property has a fair market value of \$ 1,496,000. The difference between the appraiser's opinions is over one million dollars.

The Town alleges, as a special defense, that Neptune has waived its right to appeal because it has voluntarily paid its taxes for the tax year in question. It has not argued this position nor provided the court with any authority for such a position. In addition, no evidence was presented to the court regarding the payment of taxes. The court will therefore not address this issue.

IV. FINDINGS AND CONCLUSIONS

The court finds that Albert Franke, the Town's [*19] appraiser, has clearly demonstrated the fair market value of this property to the court. Although some questions were raised regarding his use of the Buffalo Bay property as a comparable, the court finds and accepts, from the evidence presented, the reasons provided by Mr. Franke for consistently using large parcels of waterfront property as comparables.

Given the condition of the dwelling on this property, there is little question but that the dominant value here is the land itself. As Hon. Anthony de Mayo, stated in *Patricelli v. Town of Madison*, No. CV -03-0478099S (September 27, 2004), "The property would appear to be a prime shore front parcel with a sandy beach" located on a dead end street.

It is the conclusion of the court that the appellant has failed to sustain its burden regarding the Town's valuation of the property. The court adopts the Town's valuation of a fair market value of \$ 2,589,200.00 on the assessment date of October 1, 2002.

Judgment may enter accordingly.

Lopez, J.

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2009 N.J. Super. Unpub. LEXIS 487, *

**A. NEUMANN & ASSOCIATES, LLC, Plaintiff-Respondent, v.
DR. MICHAEL COHEN, and NEPTUNE SENIOR HEALTH, LLC,
Defendants-Respondents, and ARON ROSENBERG, Defendant-
Appellant.**

DOCKET NO. A-3772-07T1

SUPERIOR COURT OF NEW JERSEY, APPELLATE DIVISION

2009 N.J. Super. Unpub. LEXIS 487

**January 13, 2009, Argued
February 27, 2009, Decided**

NOTICE: NOT FOR PUBLICATION WITHOUT THE APPROVAL OF THE APPELLATE DIVISION.

PLEASE CONSULT NEW JERSEY RULE 1:36-3 FOR CITATION OF UNPUBLISHED OPINIONS.

PRIOR HISTORY: [*1]

On appeal from the Superior Court of New Jersey, Law Division, Monmouth County, Docket No. L-221-05.

CORE TERMS: discovery, purchase agreement, engagement, seller, cross-claim, pre-judgment, broker's commission, broker, adjournment, confidentiality agreement, severally, jointly, discovery requests, reconsider, notice, adult, agreement provided, sale price, individually, contending, purchaser, legal conclusions, counsel informed, civil cases, credible evidence, indemnification, automatically, contractual, exceptional, requesting

COUNSEL: William H. Michelson argued the cause for appellant.

Harry V. Osborne, II, argued the cause for respondent, A. Neumann & Associates, LLC (Evans, Osborne and Kreizman, LLC, attorneys; Mr. Osborne, II, on the brief).

Michael Cohen, respondent, Pro se, has not filed a brief.

JUDGES: Before Judges Fuentes, Gilroy and Chambers.

OPINION

PER CURIAM

On February 25, 2008, following a bench trial, the trial court entered judgment against defendants Dr. Michael Cohen and Aron Rosenberg, "individually, jointly and severally," in the amount of \$ 54,000, together with pre-judgment interest from March 1, 2005. ¹

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Rosenberg appeals; Cohen does not. We affirm in part; reverse in part; and remand to the trial court for further proceedings consistent with this opinion.

¹ Neptune Senior Health, LLC (NSH) is owned by defendant Cohen. Although NSH was named a direct defendant in the action, the trial court pierced the corporate veil and entered judgment against Cohen individually, along with Rosenberg. On June 23, 2008, Cohen advised this court by letter that NSH was dissolved post-judgment.

I.

Plaintiff, A. Neumann and Associates, **[*2]** LLC, engages in the brokering of businesses and is affiliated with Business Brokers Network of Dallas, Texas. Achim Neumann is plaintiff's principal owner and president. Cohen is a retired physician and the former owner of NSH, a licensed, but non-operating adult day health care (ADHC) facility. ² The primary asset of NSH is the March 13, 2001 approval by the State of New Jersey, Department of Health and Senior Services, the Division of Long-Term Care Systems, to establish and operate a 185-slot ADHC facility ³ in Neptune City.

² An ADHC facility is referenced in the Administrative Code as an "adult day health services facility" and is defined therein as "a facility or a distinct part of a facility which is licensed . . . to provide preventive, diagnostic, therapeutic, and rehabilitative services under medical and nursing supervision to meet the needs of functionally impaired adult participants" *N.J.A.C. 8:43F-1.2*. Such facilities "provide services to participants for a period of time, which does not exceed twelve hours during any calendar day." *Id.* Rosenberg cites as an example of the services rendered by an ADHC, the providing of a place for "working people [to place] their **[*3]** elderly parents during the day, so they can go to work and not worry about them."

³ The term "slot" refers to an ADHC services participant and is analogous to the process by which nursing homes are provided certificates of needs for a certain number of beds.

On March 16, 2004, Cohen and Neumann executed plaintiff's Standard Engagement Agreement (engagement agreement). Under the engagement agreement, Cohen, as seller, granted plaintiff an exclusive right to sell NSH for a period of one year at a price of \$ 450,000. Paragraph 3 of the engagement agreement provided that, for a period of two years after termination of the one-year exclusivity period, plaintiff would be entitled to a full commission if Cohen sold the business to a purchaser introduced to him by plaintiff.

Paragraph 10 of the engagement agreement governs the broker's commission. The agreed-upon commission was 15% of the listed sale price (\$ 450,000) or \$ 67,500. That paragraph also provided for a 15% minimum commission of the actual sale price, but under no circumstances less than 15% of 80% of the listed sale price (\$ 360,000), or \$ 54,000, if Cohen sold NSH for less than \$ 450,000. Paragraph 11D of that agreement set forth **[*4]** events triggering Cohen's obligation to pay plaintiff a broker's commission for reasons other than procuring a sale. Included among the triggering events was Cohen's unilateral withdrawal of the "[b]usiness from the market and/or [if Cohen] otherwise attempt[ed] to terminate th[e] Agreement prior to its expiration date."

Pursuant to the engagement agreement, Neumann produced several prospective purchasers of NSH, one of whom was Rosenberg. On May 12, 2004, prior to providing Rosenberg with confidential information pertaining to NSH, at Neumann's request, Rosenberg signed plaintiff's "Standard Buyer's Confidentiality and Warranty Agreement"

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(confidentiality agreement) to protect not only Cohen's privacy, but also plaintiff's broker commission.

In the preamble to the confidentiality agreement, Rosenberg acknowledged that plaintiff possessed a valid broker's agreement with Cohen for the sale of NSH on a commission basis. Pursuant to Paragraph 3 of the confidentiality agreement, Rosenberg agreed not to contact Cohen "for any reason whatsoever without the prior consent of [plaintiff]. All contacts with [Cohen] . . . will be made through or by [plaintiff] unless otherwise agreed to by [plaintiff] [*5] in writing."

Paragraph 7 of the confidentiality agreement provided, in pertinent part, that Rosenberg, for a period of three years from the date of its execution, would not enter into any agreement for the purchase of NSH, "unless such agreement to purchase provides for commission to be paid [to plaintiff], with the commission . . . defined as the amount agreed upon by [plaintiff] and [Cohen] in the '[s]tandard [l]isting [a]greement'" Under the same paragraph, Rosenberg agreed that if he violated that provision he would be liable "for and pay said commission to [plaintiff] upon demand without any obligation on [plaintiff's] part to first exhaust any legal remedies against [Cohen]."

After Rosenberg reviewed NSH's confidential information, he made an offer to purchase NSH through plaintiff for \$ 325,000. On July 14, 2004, plaintiff telefaxed the offer to Cohen. The offer was not accepted. Rather, Cohen's attorney sent a letter to Neumann on the same day terminating the engagement agreement. Subsequent to the July 14, 2004 letter, Neumann conversed with Cohen's attorney about Rosenberg's offer. During that conversation, Cohen's attorney advised Neumann that Cohen was negotiating [*6] directly with Rosenberg. Following that telephone conference, Neumann sent e-mails to both Cohen and his attorney, demanding payment of a broker's commission.

On September 27, 2004, Premier of Neptune, LLC, as purchaser, and NSH as seller, entered into an asset purchase agreement (purchase agreement) for the purchase and sale of the assets of NSH. ⁴ Rosenberg signed the agreement on behalf of Premier, and Cohen signed on behalf of NSH. ⁵ Neither Cohen nor Rosenberg informed plaintiff of that purchase agreement.

⁴ A copy of the September 27, 2004 purchase agreement is not contained in the appendix.

⁵ Premier of Neptune, LLC, although formed by Rosenberg, never operated as a business. Accordingly, Rosenberg does not contend that plaintiff improperly named him personally in the action.

On January 13, 2005, plaintiff filed its complaint against Cohen and NSH, contending that it was owed a broker's commission because those defendants terminated the engagement agreement prior to its expiration date. On March 1, 2005, Rosenberg, on behalf of Premier, and Cohen, on behalf of NSH, executed a second purchase agreement for the purchase and sale of NSH's assets for the sum of \$ 250,000. Under Paragraph [*7] 5c of that purchase agreement, NSH represented that no litigation was pending or threatened against it, relating to the assets or the sale transaction. Paragraph 12a of the March 2005 purchase agreement provided:

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Expenses. Buyer and [s]eller each agrees to pay its own costs and expenses in connection with the transactions contemplated by this [a]greement, including without limitation legal and accounting expenses and brokerage commissions. Seller has engaged a third party as a broker with respect to this transaction and [s]eller is solely responsible for any fees and commissions that are due with respect to the sale. Any sales, transfer or similar taxes arising due to the transfers hereunder shall be paid by [s]eller.

NSH agreed in Paragraph 10 of the March 2005 purchase agreement to indemnify Premier and hold it harmless from and against "any loss, costs, damages, or expense (including reasonable attorneys' fees)" arising from or relating to all liabilities or obligations of NSH, not specifically assumed by Premier, and for any damages resulting from any misrepresentation or breach of the agreement on behalf of NSH. Lastly, Paragraph 12b provided that "all representations, covenants, [*8] warranties and agreements contained in this Agreement shall survive the Closing."

At a court ordered mediation proceeding, Cohen informed Neumann that in March 2005 NSH had sold its right to establish and operate the 185-slot ADHC facility and its trade name to Rosenberg. Plaintiff moved for leave to file an amended complaint to add Rosenberg as an additional defendant. On June 23, 2006, the trial court granted plaintiff's motion. On July 12, 2006, plaintiff filed its amended complaint, asserting a breach of contract claim against Rosenberg, contending that, contrary to the provisions of the confidentiality agreement, he negotiated directly with Cohen and did not protect plaintiff's broker's commission.

Because Rosenberg resided out of State, plaintiff had difficulty effecting service of process. In early 2007, the court dismissed plaintiff's amended complaint as to Rosenberg pursuant to *Rule* 1:13-7(a). In the interim, the discovery period closed on March 6, 2007, and Rosenberg's New Jersey attorney agreed to accept service of the amended complaint and summons.

In early April 2007, Rosenberg attempted to file his answer and cross-claim, but the pleading was returned with advice that before [*9] the court would accept the answer for filing, plaintiff needed to reinstate the amended complaint. On or about April 24, 2007, plaintiff moved to reinstate the amended complaint. On May 11, 2007, an order was entered vacating the dismissal and granting Rosenberg leave to file his answer. On May 30, 2007, the court filed Rosenberg's answer nunc pro tunc as of May 11, 2007.

On June 19, 2007, unaware that the discovery period had closed on March 6, 2007, Rosenberg served plaintiff and Cohen with interrogatories and a demand for production of documents. On June 28, 2007, plaintiff filed a second amended complaint, asserting that defendants had tortiously interfered with its contractual rights and prospective economic advantage. Plaintiff also sought an injunction against Cohen, seeking to prohibit him from dissipating his assets pending judgment in the action.

On September 18, 2007, after plaintiff and Cohen failed to answer the discovery requests, Rosenberg moved to dismiss the amended complaint and to suppress Cohen's cross-claim pursuant to *Rule* 4:23-5(a). Although no one objected, the court denied the motion, advising Rosenberg's counsel that the motion should have been filed prior to [*10] the discovery end date, citing *Rule* 4:24-2, and that the matter was scheduled for trial on January 7, 2008.

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Unfortunately, Rosenberg neither formally moved for reconsideration nor for an extension of the discovery end date. Rather, Rosenberg's counsel only sent letters to the trial judge and Civil Division Case Manager, requesting that the judge reconsider the motion, contending that his client had only recently been joined in the action after the close of the discovery period, and that he would be prejudiced if forced to try the matter without discovery responses from either adversary. The trial court denied the requests.

The matter proceeded to trial on January 7, 2008, with counsel waiving trial by jury. The only witnesses to testify were Neumann and Cohen. Although Rosenberg's counsel appeared at trial and cross-examined the witnesses, Rosenberg did not appear. During opening statements, Rosenberg's counsel informed the court that his discovery motion had been denied and that, other than receiving "some of the central documents in the case at the end of last week" from Cohen's attorney, he had not received discovery in the action. When asked by the court whether he was seeking an [*11] adjournment, Rosenberg's counsel stated:

Well, I don't think it necessarily calls for an adjournment. But what I would ask is that . . . we have a couple of weeks to brief the issues in light of what will be, in effect, the discovery that we never received, which we're hearing for the first time at trial. I think that that would be fair to give us a couple of weeks before judgment is issued in this case to brief the issues.

The court concurred, and the matter proceeded to trial with the court reserving decision, pending receipt of written summations.

On February 8, 2008, the trial court rendered an oral decision, rejecting as "completely unworthy of belief" Cohen's explanation for terminating plaintiff's engagement agreement. In entering judgment against Cohen, the court reasoned that Cohen's sending of the "letter of termination was an attempt by Cohen to evade the commission obligations to Neumann." The trial court made the following statement in support of its decision, holding Rosenberg and Cohen jointly and severally liable to plaintiff:

In the final analysis, this [c]ourt finds that defendants Cohen and Rosenberg concocted a transaction between themselves, which was intended to eliminate [*12] a commission to Neumann, despite the obligation to do so.

Under the agreement between Neumann and Rosenberg, Rosenberg agreed not to contact the seller without the prior consent of the broker and to make all contacts with the seller through the broker. He further agreed not to enter into any agreement with the seller, unless that agreement provided for a brokerage commission.

. . . .

The parties are sophisticated businessmen who knew exactly what they were agreeing to do. And, in fact, the contract is designed by Neumann to prevent the very acts which defendants perpetrated. What is unconscionable here is the conduct of defendants.

Concluding that defendants had attempted to misuse their limited liability companies to perpetrate a fraud on plaintiff, the court pierced the entities' corporate veils and entered judgment against Cohen and Rosenberg.

The [c]ourt will enter a judgment jointly and severally against Cohen and Rosenberg, personally, in the amount of \$ 54,000. And I . . . set the damages at that amount[] because there was . . . a contract that eventually closed, and under the terms, that is the amount of damages.

Lastly, the court dismissed all counterclaims and cross-claims of defendants. [*13] A confirming order was entered on February 25, 2008, entering judgment against Cohen and

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Rosenberg "individually, jointly and severally" in the amount of \$ 54,000, together with pre-judgment interest from March 1, 2005, in the amount of \$ 7,289.28.

II.

A judgment shall not be overturned except where, after a careful review of the record and weighing of the evidence, the appellate court determines that "continued viability of the judgment would constitute a manifest denial of justice." *In re Adoption of a Child by P.F.R.*, 308 N.J. Super. 250, 255, 705 A.2d 1233 (App. Div. 1998) (quoting *Baxter v. Fairmont Food Co.*, 74 N.J. 588, 597-98, 379 A.2d 225 (1977)). We will not disturb the factual findings and legal conclusions of a trial court unless they are "so manifestly unsupported by or inconsistent with the competent, relevant and reasonably credible evidence as to offend the interests of justice." *Rova Farms Resort, Inc. v. Investors Ins. Co.*, 65 N.J. 474, 484, 323 A.2d 495 (1974) (citation omitted). Consequently, "the appellate court should exercise its original fact finding jurisdiction sparingly and in none but a clear case where there is no doubt about the matter." *Ibid.* "That the case may be a close one or that the trial [*14] court decided all evidence or inference conflicts in favor of one side has no special effect." *Czoch v. Freeman*, 317 N.J. Super. 273, 283, 721 A.2d 1019 (App. Div.) (quoting *State v. Johnson*, 42 N.J. 146, 162, 199 A.2d 809 (1964)), *certif. denied*, 161 N.J. 149, 735 A.2d 574 (1999)).

The rationale underlying this limited scope of appellate review is that "a trial judge's findings are substantially influenced by his or her opportunity to hear and see the witnesses and to get a 'feel' for the case that the reviewing court [cannot] enjoy." *Twp. of W. Windsor v. Nierenberg*, 150 N.J. 111, 132, 695 A.2d 1344 (1997). For this reason, credibility determinations are entitled to particular deference, because the trial judge has a superior perspective "in evaluating the veracity of witnesses." *Id.* at 132-33. However, the same level of deference is not required when we are reviewing a legal conclusion. *Manalapan Realty, L.P. v. Twp. Comm. of Manalapan*, 140 N.J. 366, 378, 658 A.2d 1230 (1995). It is against these principles that we consider plaintiff's arguments.

III.

Rosenberg argues in Point I that the trial court erred by denying his *Rule* 4:23-5(a) motion seeking to dismiss plaintiff's amended complaint and suppress Cohen's cross-claim for failure to answer discovery [*15] requests. Rosenberg contends that the discovery period should have been automatically extended by the court for a period of sixty days on the filing of his answer and that the failure to do so "was tantamount to holding that [he] had no right to conduct discovery at all." Lastly, because the discovery period closed on March 6, 2007, several months prior to him filing an answer, Rosenberg asserts that he did not receive the benefit of court notice advising parties of the discovery end date, *R.* 4:36-2, depriving him of the opportunity to file for an extension of the discovery period.

A review of the court's automated case management system discloses that the parties were originally granted 300 days of discovery and that an order was entered on December 6, 2006, extending the discovery end date to March 6, 2007. We agree with Rosenberg that on filing of his answer on May 11, 2007, "the scheduled discovery end date [should have been] extended for a 60-day period, unless reduced or enlarged by the court for good

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cause shown." *R. 4:24-1(b)*. Here, it was not. " However, we deem the court's failure to automatically extend the discovery period for a period of sixty days harmless. While Rosenberg's [*16] service of his discovery requests on plaintiff and Cohen would have occurred within such an extended discovery period, that extended discovery period would have expired on July 10, 2007. Accordingly, Rosenberg's motion to dismiss filed on September 18, 2007, would have been untimely. *R. 4:24-2*.

6 May 11, 2007, is also the day on which the court entered an order restoring the amended complaint under *Rule 1:13-7(a)* as to Rosenberg. We note that effective September 1, 2008, *Rule 4:24-1(c)* was amended to provide that on restoration of a complaint under *Rule 1:13-7(a)*, "the court shall enter an order extending discovery and specifying the date by which discovery shall be completed. The extension order may describe the discovery to be completed and such other terms and conditions as may be appropriate."

Rosenberg contends that he never received notice of the discovery end date as required by *R. 4:36-2*. Although that is true, Rosenberg was not a party of the action when the discovery end date closed. Information concerning the discovery end date for civil cases filed in the Law Division are available to all litigants without formal notice by the court. For example, the discovery end date for [*17] civil cases may be found at <http://www.judiciary.state.nj.us/acms/disc/CV0227W0E.ASP>.

Moreover, we consider Rosenberg's arguments in Point I moot. On the first day of trial, after his counsel informed the trial court that he had not received all discovery requested from his adversaries, the court asked counsel whether he was requesting an adjournment. Counsel informed the court that he did not want an adjournment, only time to file a brief addressing the legal issues post-trial. The court granted the relief requested. Rosenberg cannot now argue that he was prejudiced by the trial going forward without possessing all discovery documents he requested. *Brett v. Great Amer. Recreation*, 144 N.J. 479, 503, 677 A.2d 705 (1996) ("The doctrine of invited error operates to bar a disappointed litigant from arguing on appeal that an adverse decision below was the product of error, when that party urged the lower court to adopt the proposition now alleged to be error.").

Rosenberg argues next that the trial court's determination that he is liable to plaintiff is not supported by credible evidence in the record. On the trial court's determination of liability, we conclude that Rosenberg's argument is without sufficient [*18] merit to warrant discussion in a written opinion. *R. 2:11-3(e)(1)(E)*.

However, Rosenberg's contention that the trial court erred in determining him liable for the full amount of pre-judgment interest has merit. The first-amended complaint was not filed until July 12, 2006, almost eighteen months after filing of the complaint. The amended complaint was subsequently dismissed as to Rosenberg on the court's motion pursuant to *Rule 1:13-7(a)*, and it was not restored until May 11, 2007. Under *Rule 4:42-11(b)*, the court may suspend pre-judgment interest in exceptional cases. Because the record fails to disclose whether the trial court considered the dismissal of the amended complaint and Rosenberg's late joinder in the case as exceptional circumstances to holding Rosenberg liable for the total amount of pre-judgment interest, we remand the matter to the trial court to reconsider pre-judgment interest as to Rosenberg only. See *Allen v. Heritage Court Assocs.*, 325 N.J. Super. 112, 121, 737 A.2d 1158 (App. Div. 1999) (suspending pre-

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judgment interest for the period during which a complaint had been dismissed when plaintiff failed to timely move for confirmation of an arbitration award).

Lastly, defendant argues [*19] that the trial court erred by dismissing his cross-claim against Cohen. We agree. In Rosenberg's answer, he asserted a cross-claim for contractual indemnification against Cohen based on the provisions contained in the March 2005 purchase agreement. Although Rosenberg did not testify at trial, the purchase agreement was admitted into evidence and acknowledged by Cohen. Because the trial court did not express its reasons for dismissing Rosenberg's cross-claim, *R.* 1:7-4(a), we are not able to perform a meaningful review and are left to conjecture as to what the trial court had in mind. See *Salch v. Salch*, 240 N.J. Super. 441, 443, 573 A.2d 520 (App. Div. 1990) ("[M]eaningful appellate review is inhibited unless the judge sets forth the reasons for his or her opinion."). Accordingly, we also remand the issue of Rosenberg's cross-claim for indemnification against Cohen for the trial court to reconsider.

Affirmed in part; reversed in part; and remanded to the trial court for further proceedings consistent with this opinion.

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CONNECTICUT CIVIL CASE FILINGS

PLAINTIFF: NEPTUNE, LLC

DEFENDANT: MADISON TOWN OF

FILING DATE: 5/29/2003

CASE NUMBER: CV030478100S

COURT: New Haven JD at New Haven

FILING TYPE: CIVIL

CASE TYPE: TAXATION

STATUS: JUDGMENT AFTER COMPLETED TRIAL TO THE COURT FOR THE DEFENDANT(S)

DATE CLOSED: 6/2/2005

DATE RE-OPENED: 6/17/2003

COUNTY: New Haven

STATE: CONNECTICUT

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MADISON TOWN OF CV030478100S

FEDERAL REGISTER

Vol. 68, No. 245

Notices

DEPARTMENT OF COMMERCE (DOC)

National Oceanic and Atmospheric Administration (NOAA)

National Marine Fisheries Service (NMFS)

[I.D. 032801B]

Magnuson-Stevens Act Provisions; Fishing Capacity Reduction Program; Crab Species Covered by the Fishery Management Plan for Bering Sea/Aleutian Islands King and Tanner Crabs

68 FR 71082

DATE: Monday, December 22, 2003

ACTION: Notice of qualifying bidders and voters.

SUMMARY: NMFS issues this notice to inform the public of persons who prospectively qualify to bid, vote, or both in the fishing capacity reduction program for the crab species covered by the Fishery Management Plan for Bering Sea/Aleutian Islands king and tanner crabs.

DATES: Comments may be submitted on or before January 21, 2004.

ADDRESSES: Send comments about this notice to Michael L. Grable, Chief, Financial Services Division, National Marine Fisheries Service, 1315 East-West Highway, Silver Spring, MD 20910-3282.

Any person who wants to contact NMFS' Restricted Access Management Program (which issues crab species licenses) may do so at this address: Restricted Access Management Program, National Marine Fisheries Service, P.O. Box 21668, Juneau, AK 99802-1668.

FOR FURTHER INFORMATION CONTACT: Michael L. Grable, (301) 713-2390.

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SUPPLEMENTARY INFORMATION:**I. General**

Section 144(d) of Division B of Public Law 106-554, as amended, authorized this fishing capacity reduction program. The program's objective is reducing harvesting capacity in the Bering Sea/Aleutian Islands crab fishery. This will help financially stabilize this limited-entry fishery and manage its fish.

This is a voluntary program. In exchange for reduction payments, program participants will permanently relinquish their fishing licenses and their fishing vessels' catch histories and fishing privileges.

The program's maximum cost cannot exceed \$ 100 million. A 30-year loan will finance 100 percent of whatever the cost turns out to be. Future crab landing fees will repay the loan.

In summary, the program will proceed as follows.

NMFS will publish an invitation to bid in a **Federal Register** notification, along with a bidding form and terms of capacity reduction agreement. This notification will specify bid opening and closing dates. NMFS will mail a bidding package to each person then on the qualifying bidder list. Qualified bidders will bid, along with co-bidders where appropriate. NMFS will score each bid amount against the bidder's past ex-vessel revenues during a bid scoring period. NMFS will, in a reverse auction, then accept bids whose amounts are the lowest percentages of the revenues. This will create reduction contracts.

Next, NMFS will conduct a referendum about the loan repayment fees. The reduction contracts will become inoperable unless at least two thirds of the votes cast in this referendum approve the fees.

If the referendum is successful, NMFS will publish a 30-day reduction payment tender notification in the **Federal Register**. Afterwards, NMFS will tender reduction payments and complete the program.

NMFS published proposed program regulations on December 12, 2002 (67 FR 76329). It published final program regulations on December 12, 2003 (68 FR 69331). Interested persons should review these for further program details.

The final regulations require NMFS to publish this notification before inviting bids. Any person who wants to comment about this notification may do so prior to January 21, 2004. Comments may address:

- (1) Persons who appear on a list but should not,
- (2) Persons who do not appear on a list but should,
- (3) Persons whose names and/or business mailing addresses are incorrect, and
- (4) Any other pertinent matter.

NMFS will update the lists, as necessary, immediately before using them either for mailing invitations to bid or referendum ballots. Mailed invitations and ballots will be accompanied by NMFS' detailed bidding and voting guidance.

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The difference between the qualifying bidder list and the qualifying voter list is that the latter includes the holders of interim crab licenses and the former does not.

NMFS based these lists upon the Restricted Access Management Program's crab license holder records for holders which meet the requirements of 50 CFR 679.4(k)(5) as well as the requirements of the program's final regulations.

II. Qualifying bidder and voter lists

(1) Qualifying bidder List:

QUALIFYING BIDDERS

NAME	MAILING ADDRESS	NON-INTERIM CRAB LICENSE NO.
57 DEGREES NORTH, LLC	[REDACTED], SEATTLE, WA 98107	LLC3554
AIREDALE LLC	[REDACTED], ANCHORAGE, AK 99501	LLC2275
ALASKA BOAT COMPANY	[REDACTED], SEATTLE, WA 98105	LLC2039
ALASKA CHALLENGER L.L.C.	[REDACTED], SEATTLE, WA 98105	LLC3667
ALASKA SEA, INC.	[REDACTED], SEATTLE, WA 98177-3153	LLC1607
ALASKA SEAFOOD	[REDACTED], NEWPORT, OR 97365	LLC2187
PRODUCERS, INC. ALASKAN BEAUTY, LLC	[REDACTED], KIRKLAND, WA 98033	LLC3301
ALEUTIAN BALLAD, INC.	[REDACTED], CENTRALIA, WA 98531	LLC3170
ALEUTIAN MARINER, LLC	[REDACTED], SEATTLE, WA 98107	LLC3587
ALEUTIAN SHELLFISH, INC.	[REDACTED], SEATTLE, WA 98107	LLC1971
ALEUTIAN SPRAY	[REDACTED]	LLC2095
FISHERIES, INC.	[REDACTED], SEATTLE, WA	

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QUALIFYING BIDDERS

NAME	MAILING ADDRESS	NON-INTERIM CRAB LICENSE NO.
ALEUTIAN SPRAY	98107 [REDACTED]	LLC2099
FISHERIES, INC.	[REDACTED], SEATTLE, WA	
ALEUTIAN SPRAY	98107 [REDACTED]	LLC2097
FISHERIES, INC.	[REDACTED], SEATTLE, WA	
ALEUTIAN SPRAY REVERSE LLC	98107 [REDACTED] SEATTLE, WA 98102	LLC2555
ALEUTIAN SPRAY, LLC	[REDACTED], SEATTLE, WA	LLC3861
AMATULI ENTERPRISES	98109 [REDACTED], EDMONDS, WA 98020-1404	LLC2260
AMERICAN STAR & OWNERS	[REDACTED], BELLEVUE, WA 98006	LLC3200
AMERICAN WAY FISHERIES, INC.	[REDACTED], KODIAK, AK 99615	LLC1658
ANDRONICA, INC.	[REDACTED], SEATTLE, WA 98155	LLC3809
ARCHIE GOULD	[REDACTED], KING COVE, AK 99612	LLC3031
ARCTIC BARUNA, LLC	[REDACTED], SEATTLE, WA 98072	LLC2088
ARCTIC BARUNA, LLC	[REDACTED], SEATTLE, WA 98072	LLC2087
ARCTIC MARINER, LLC	[REDACTED], SEATTLE, WA 98107	LLC3585
ARCTIC SUN FISHERIES, INC.	[REDACTED], PORTLAND, OR	LLC2366

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QUALIFYING BIDDERS

NAME	MAILING ADDRESS	NON-INTERIM CRAB LICENSE NO.
ARCTIC VENTURES, INC.	97236 [REDACTED]	
ARTHUR W. FOX	[REDACTED], SEATTLE, WA 98109 [REDACTED], KODIAK, AK	LLC1716
ATLANTICO, INC.	99615 [REDACTED], SISTERS, OR	LLC2471
AUTUMN DAWN PARTNERSHIP	97759 [REDACTED],	LLC1808
BARBARA J PARTNERSHIP	SEATTLE, WA 98107-3726 [REDACTED] NW, SEATTLE, WA 98107	LLC3824
BEAUTY BAY, INC.	[REDACTED], RICHMOND, CA 94803	LLC3618
BELLA K OF SEATTLE, LLC	[REDACTED], SEATTLE, WA 98107	LLC2020
BERING FIVE, INC	[REDACTED], CASCADE LOCKS, OR 97014	LLC4743
BERING STAR, LLC	[REDACTED], SEATTLE, WA 98107-0712	[REDACTED]
BERING STAR, LLC	[REDACTED], SEATTLE, WA 98107-0712	[REDACTED]
BIG BLUE FISHERIES	[REDACTED], CATHLAMET, WA 98612	LLC1766
BLUE ATTU, LLC	[REDACTED], [REDACTED], SEATTLE, WA 98109	LLC3974
BLUE BOATS CORP.	[REDACTED] NW, [REDACTED], SEATTLE, WA 98107	LLC2093
BREKKAA FISHERIES, INC.	[REDACTED], SEATTLE, WA 98107	LLC3278

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QUALIFYING BIDDERS

NAME	MAILING ADDRESS	NON-INTERIM CRAB LICENSE NO.
BRISTOL FIVE, INC.	WA 98107 [REDACTED], CASCADE LOCKS, OR 97014	LLC1891
BRISTOL MARINER, LLC	[REDACTED], SEATTLE, WA 98107	LLC3579
BRUCE E. JOYCE	[REDACTED], PORTLAND, OR 97202	LLC2701
CAPRICE, INC.	[REDACTED], FRIDAY HARBOR, WA 98250	LLC2753
CASCADE MARINER, LLC	[REDACTED], NW [REDACTED], SEATTLE, WA 98107	LLC3459
CELTIC SEAS, INC.	[REDACTED], SEATTLE, WA 98107	LLC4860
CHARLES G. JOHNSON	[REDACTED], KODIAK, AK 99615	LLC2058
CHARLES G. JOHNSON	[REDACTED], KODIAK, AK 99615	LLC3680
CONTROLLER BAY, JOINT VENTURE COREY K. WILSON	[REDACTED], EDMONDS, WA 98020 [REDACTED], KING COVE, AK 99612	LLC3342 LLC3127
COUGAR INDUSTRIES, INC.	[REDACTED], NEWPORT, OR 97365	LLC2514
COURAGEOUS SEAFOODS	[REDACTED] NW, SEATTLE, WA 98107	LLC1577
DAR-JEN, INC.	[REDACTED], KODIAK, AK 99615	LLC3093
DEBRA D, INC.	[REDACTED], MOUNT VERNON, WA 98273	LLC3850
DECEPTION FISHERIES	[REDACTED], PETERSBURG,	LLC3290

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QUALIFYING BIDDERS

NAME	MAILING ADDRESS	NON-INTERIM CRAB LICENSE NO.
DEEP SEA HARVESTER, INC.	AK 99833 [REDACTED]	LLC2888
DENNIS DEAVER	EVERETT, WA 98201 [REDACTED]	LLC1923
DESTINATION, INC.	RICHMOND, CA 94803 [REDACTED], SEATTLE, WA 98107	LLC3328
DIAMOND HEAD, INC.	[REDACTED] STE A, HOMER, AK 99603- 7714	LLC1947
DIAMONDBACK SEAFOODS, INC.	[REDACTED]	LLC1156
DIAMONDBACK SEAFOODS, INC.	ANCHORAGE, AK 99501 [REDACTED]	LLC2345
DIAMONDBACK SEAFOODS, INC.	ANCHORAGE, AK 99501 [REDACTED]	LLC1380
DONA MARTITA LLC	ANCHORAGE, AK 99501 [REDACTED] SHORELINE, WA 98133	LLC2788
EARLY DAWN LLC	[REDACTED] SOUTHWEST, EDMONDS, WA 98026	LLC3193
ELIZABETH F, INC.	[REDACTED], KODIAK, AK 99615	LLC1274
ENTRANCE POINT, INC.	[REDACTED] LAHAINA, HI 96761	LLC1782
ERLA-N, LLC	[REDACTED] SEATTLE, WA 98177	LLC2215
ESTATE OF CARL A KOSO	[REDACTED], KING COVE,	LLC3484
EVENING STAR, INC.	AK 99612 [REDACTED] SEATTLE, WA 98199	LLC3903
EVENING STAR, INC.	[REDACTED] SEATTLE, WA 98199	LLC3905

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QUALIFYING BIDDERS

NAME	MAILING ADDRESS	NON-INTERIM CRAB LICENSE NO.
EXCELLER FISHERIES, INC.	[REDACTED], BELLINGHAM, WA 98227	LLC1314
F. JAMES KOCH	[REDACTED], LEWISTON, ID 83501	LLC2742
F/V AJ, LLC	[REDACTED], SEATTLE, WA 98121	LLC3655
F/V ARCTIC WIND, LLC	[REDACTED], SEATTLE, WA 98107	LLC4010
F/V KATIE K & OWNERS	[REDACTED], EDMONDS, WA 98020	LLC3687
F/V KETA, INC.	[REDACTED], SEATTLE, WA 98107	LLC3632
F/V LADY BLACKIE, LLC	[REDACTED], ANCHORAGE, AK 99501	LLC1960
F/V MAVERICK, LLC	[REDACTED], ASTORIA, OR 97103	LLC3196
F/V NORTH WIND, INC.	[REDACTED], SEATTLE, WA 98103	LLC1639
F/V PINNACLE, INC.	[REDACTED], SNOHOMISH, WA 98290	LLC3356
F/V SEA ERN & OWNERS	[REDACTED], CARNATION, WA 98014	LLC3224
F/V SEABROOKE ENTERPRISES, LLC	[REDACTED], MILTON-FREEWATER, OR 97862	LLC2925
FAIRWEATHER FISHERIES, INC.	[REDACTED], NEWPORT, OR 97365	LLC1733
FAIRWEATHER FISHERIES, INC.	[REDACTED], NEWPORT, OR 97365	LLC2943

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QUALIFYING BIDDERS

NAME	MAILING ADDRESS	NON-INTERIM CRAB LICENSE NO.
FANNINGS DENALI, INC.	[REDACTED], FRIDAY HARBOR, WA 98250	LLC3334
FAR NORTH FISHERMEN, INC.	[REDACTED], NEW CASTLE, WA 98059	LLC1285
FARWEST LEADER	[REDACTED] NW, SEATTLE, WA 98107	LLC2941
PARTNERSHIP FIERCE ALLEGIANCE, LLC	[REDACTED] SOUTHWEST, EDMONDS, WA 98026	LLC3472
FLYING CLOUD PARTNERSHIP	TRIDENT SEAFOODS, [REDACTED] NW, SEATTLE, WA 98107	LLC2206
FOUR DAUGHTERS, INC.	[REDACTED], MANKATO, MN 56001	LLC3383
FRANCIS M NW, LLC	[REDACTED], FRIDAY HARBOR, WA 98250	LLC4681
FRANK MCFARLAND	[REDACTED], NOME, AK 99762	LLC2770
FURY GROUP, INC.	[REDACTED], SEATTLE, WA 98107	LLC1539
FURY GROUP, INC.	[REDACTED], SEATTLE, WA 98107	LLC2621
FURY GROUP, INC.	[REDACTED], SEATTLE, WA 98107	LLC2540
FY FISHERIES, INC.	[REDACTED], NEWPORT, OR 97365	LLC2790
GENE E. WATSON	[REDACTED], CURTIS, WA 98538	LLC3297
GLACIER BAY FISHERIES, LLC	[REDACTED], [REDACTED]	LLC3733

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QUALIFYING BIDDERS

NAME	MAILING ADDRESS	NON-INTERIM CRAB LICENSE NO.
GLEN EVANS	KIRKLAND, WA 98033 [REDACTED], CAMANO ISLAND, WA 98292	LLC3382
GOLDEN DAWN, LLC	[REDACTED] NW, SEATTLE, WA 98107	LLC3735
GOLDEN PISCES, INC.	[REDACTED], NEWPORT, OR 97365	LLC3856
GOLDEN SHAMROCK, INC.	[REDACTED] [REDACTED] [REDACTED], SEATTLE, WA 98199	LLC2063
GORDON E. GILES	[REDACTED], SELDOVIA, AK 99663	LLC1434
GREAT WEST SEAFOODS, L.P.	[REDACTED], SEATTLE, WA 98119	LLC1849
GULF WINDS LLC	[REDACTED], SEATTLE, WA 98119	LLC3135
GUNN SEA VENTURE, LLC	[REDACTED], SEATTLE, WA 98107-3726	LLC3559
GUNN-WIDING ENTERPRISES	[REDACTED], EDMONDS, WA 98020	LLC3218
GUSTAFSON FISHERIES, INC.	[REDACTED], KODIAK, AK 99615	LLC3598
HAERLING ENTERPRISES, INC.	[REDACTED], MILTON, WA 98354	LLC3283
HAL LEWIS	[REDACTED], DUTCH HARBOR, AK 99692	LLC3700
HARLAN DEAN	[REDACTED], STRYKER,	LLC2808

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QUALIFYING BIDDERS

NAME	MAILING ADDRESS	NON-INTERIM CRAB LICENSE NO.
HARVESTER ENTERPRISES, LLC	MT 59933 [REDACTED]	LLC2326
HENRY W. STREICH	[REDACTED], SEATTLE, WA 98109 LAKE FOREST PARK, WA 98155	LLC3705
HEUKER BROS., INC.	[REDACTED], CASCADE LOCKS, OR 97014	LLC1814
HEUKER BROS., INC.	[REDACTED], CASCADE LOCKS, OR 97014	LLC3590
HIGHLAND LIGHT SEAFOODS LLC.	[REDACTED]	LLC3952
HJELLE ENTERPRISES, INC.	[REDACTED], SEATTLE, WA 98119 PO BOX 17012, SEATTLE, WA 98127	LLC3319
HORIZON FISHERIES, LLC	[REDACTED] N, [REDACTED], SEATTLE, WA 98107	LLC3844
HUSKY CO-OWNERS	[REDACTED], SEATTLE, WA 98105	LLC3664
ICELANDER, INC.	[REDACTED], KODIAK, AK 99615	LLC2874
ICICLE SEAFOODS, INC.	[REDACTED], SEATTLE, WA 98199	LLC2351
ICICLE SEAFOODS, INC.	[REDACTED], SEATTLE, WA 98199	LLC2699
ICY BAY, INC.	[REDACTED]	LLC1725

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QUALIFYING BIDDERS

NAME	MAILING ADDRESS	NON-INTERIM CRAB LICENSE NO.
ILDHUSO FISHERIES, INC.	SEATTLE, WA 98109 [REDACTED]	LLC1997
INCENTIVE FISHERIES, LLC	SEATTLE, WA 98109 [REDACTED], KODIAK, AK 99615	LLC3249
JAMES R. NIEMELA	[REDACTED], HOMER, AK 99603	LLC2362
JEFF T. STEELE	[REDACTED], KODIAK, AK 99615	LLC2762
JEFF T. STEELE	[REDACTED], KODIAK, AK 99615	LLC2817
JOSE RAUL CASTILLO	[REDACTED], UNALASKA, AK 99685	LLC2570
JOSE RAUL CASTILLO	[REDACTED], UNALASKA, AK 99685	LLC3527
K H COLBURN, INC	[REDACTED] REDMOND, WA 98053	LLC3657
KARI MARIE FISHERIES, LLC	[REDACTED], MUKILTEO, WA 98275	LLC3553
KATRINA-EM, INC.	[REDACTED], KODIAK, AK 99615	LLC2778
KDS, INC.	[REDACTED], SILVANA, WA 98287	LLC3716
KDS, INC.	[REDACTED], SILVANA, WA 98287	LLC2775
KENDRICK BAY LTD.	[REDACTED], SEATTLE, WA 98105	LLC3675
PARTNERS KENNETH M. SIMPSON	[REDACTED], ANCHORAGE, AK 99524-	LLC1279

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QUALIFYING BIDDERS

NAME	MAILING ADDRESS	NON-INTERIM CRAB LICENSE NO.
	0449	
KEVIN SUYDAM	[REDACTED], KODIAK, AK	LLC3264
	99615	
KEVIN SUYDAM	[REDACTED], KODIAK, AK	LLC3337
	99615	
KEVIN SUYDAM	[REDACTED], KODIAK, AK	LLC5383
	99615	
KEVLEEN K, LLC	[REDACTED]	LLC3462
	[REDACTED], SEATTLE, WA 98199	
KIRSTEN MARIE FISHERIES, LLC	[REDACTED]	LLC1729
	MUKILTEO, WA 98275	
KISKA SEA PARTNERSHIP	[REDACTED]	LLC3116
	NEWPORT, OR 97365	
KODIAK QUEEN, INC.	[REDACTED]	LLC3879
	SEATTLE, WA 98177	
KRISTIAN E. POULSEN ENT., INC.	[REDACTED]	LLC1863
	SEATTLE, WA 98107	
KRISTIAN E. POULSEN ENT., INC.	[REDACTED]	LLC1885
	SEATTLE, WA 98107	
KRISTIAN E. POULSEN ENT., INC.	[REDACTED]	LLC1882
	SEATTLE, WA 98107	
L.T.D., INC.	[REDACTED], KODIAK, AK	LLC1450
	99615	
LABRADOR GROUP	[REDACTED]	LLC2037
	SEATTLE, WA 98105	
LADY HELEN LLC	[REDACTED]	LLC3737
	SHORELINE, WA 98133	
LADY JOANNE, INC.	[REDACTED], SEATTLE, WA 98107	LLC2223
LANGESATER FISHERIES, INC.	[REDACTED]	LLC2695
	SEATTLE, WA 98177	
LARRY J. SHAISHNIKOFF	[REDACTED], UNALASKA, AK	LLC2007
	99685	
LARRY O. HENDRICKS	[REDACTED], SEATTLE, WA 98107	LLC2546

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QUALIFYING BIDDERS

NAME	MAILING ADDRESS	NON-INTERIM CRAB LICENSE NO.
LIBERATOR FISHERIES, LLC	[REDACTED], SEATTLE, WA 98107	LLC3638
LIGHTSHIP, INC.	[REDACTED], EDMONDS, WA 98020	LLC3107
LONGRICH ENTERPRISES, INC.	[REDACTED], KODIAK, AK 99615	LLC1453
LUDGER DOCHTERMANN	[REDACTED], KODIAK, AK 99615	LLC2750
MAR DEL SUD, LTD.	[REDACTED], KODIAK, AK 99615	LLC2646
MARCY J., INC.	[REDACTED], KODIAK, AK 99615	LLC2279
MARGUN ENTERPRISES, LLC	[REDACTED], SEATTLE, WA 98109	LLC3629
MARK I, INC.	[REDACTED], SEATTLE, WA 98119	LLC2638
MARK MARING II, INC.	[REDACTED], STE 212, SEATTLE, WA 98109	LLC3954
MARWIN, INC.	[REDACTED], PETERSBURG, AK 99833	LLC1801
MATTHEW HEGGE	[REDACTED], KODIAK, AK 99615	LLC2106
MATTSEN FISHERIES, INC.	[REDACTED], POULSBO, WA 98370	LLC2577
MATTSEN FISHERIES, INC.	[REDACTED], POULSBO, WA 98370	LLC3541
MICHEAL K. KING	[REDACTED], MAGNOLIA SPRINGS, AL 36555	LLC3020
MISTY BLUE, INC.	NORTHERN LIGHTS	LLC1485

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QUALIFYING BIDDERS

NAME	MAILING ADDRESS	NON-INTERIM CRAB LICENSE NO.
NEPTUNE, LLC	HAVEN, YAKUTAT, AK 99689 [REDACTED],	LLC2156
NEWMAN FISHERIES, INC.	SEATTLE, WA 98121 [REDACTED], KING COVE,	LLC3922
NINILICHIK LTD. PARTNERSHIP	AK 99612 [REDACTED],	LLC3931
NORDIC MARINE, INC.	ANCHORAGE, AK 99515 [REDACTED],	LLC3274
NORDIC MARINER, LLC	ANCHORAGE, AK 99503 [REDACTED],	LLC2309
NORDIC STAR FISHERIES, INC.	SEATTLE, WA 98107 [REDACTED],	LLC2629
NORDIC VIKING, LLC	SPOKANE, WA 99206 [REDACTED], SISTERS, OR 97759	LLC3989
NORQUEST SEAFOODS, INC.	[REDACTED] NW, SEATTLE, WA 98107	LLC3331
NORQUEST SEAFOODS, INC.	[REDACTED] NW, SEATTLE, WA 98107	LLC3698
NORQUEST SEAFOODS, INC.	[REDACTED] NW, SEATTLE, WA 98107	LLC3696
NORSEMAN FISHERIES, INC.	[REDACTED],	LLC1243
NORTH AMERICAN, INC.	SEATTLE, WA 98199 [REDACTED], SEATTLE, WA 98107	LLC3087
NORTH PACIFIC, LLC	[REDACTED] [REDACTED], KIRKLAND, WA 98033	LLC3256
NORTHERN MARINER, LLC	[REDACTED]	LLC3581

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QUALIFYING BIDDERS

NAME	MAILING ADDRESS	NON-INTERIM CRAB LICENSE NO.
	[REDACTED], SEATTLE, WA 98107	
NORTHERN ORION, INC.	[REDACTED], [REDACTED]	LLC3035
NORTHPOINT FISHERIES	[REDACTED], SEATTLE, WA 98109 [REDACTED], KODIAK, AK 99615	LLC2288
OBSESSION LIMITED	[REDACTED]	LLC3934
PARTNERSHIP	N3, ANCHORAGE, AK 99515	
OCEAN BALLAD, INC.	[REDACTED], CENTRALIA, WA 98531	LLC3195
OCEAN BALLAD, INC.	[REDACTED], CENTRALIA, WA 98531	LLC3914
OCEAN BALLAD, INC.	[REDACTED], CENTRALIA, WA 98531	LLC3916
OCEAN FISHERIES, LLC	[REDACTED], LAKEWOOD, WA 98499	LLC3945
OCEAN OLYMPIC LLC	[REDACTED], KIRKLAND, WA 98033	LLC3941
OCEAN VIKING LLC	[REDACTED], LAKEWOOD, WA 98499	LLC1229
ODIAK MARITIME	[REDACTED], CORDOVA, AK 99574	LLC3061
OLUF K. VEDDY	[REDACTED], SNOHOMISH, WA 98290	LLC1946
PAC MARINER, LLC	[REDACTED], SEATTLE, WA 98107	LLC3583
PACIFIC DRAGGERS, INC.	[REDACTED], NEWPORT, OR 97365	LLC3494
PACIFIC STAR FISHERIES, LLC	[REDACTED], KIRKLAND, WA 98033	LLC4857
PAR-PAC, INC.	[REDACTED], OLYMPIA, WA 98503	LLC2252
PAUL GRONHOLDT	[REDACTED]	LLC3384

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QUALIFYING BIDDERS

NAME	MAILING ADDRESS	NON-INTERIM CRAB LICENSE NO.
PAVLOF, INC.	POINT, AK 99661 [REDACTED], SEATTLE, WA 98199	LLC1740
PENINSULA SALMON, INC.	[REDACTED], FRIDAY HARBOR, WA 98250	LLC3401
POINT FIVE, INC	[REDACTED], CASCADE LOCKS, OR 97014	LLC1937
POLAR SEA PARTNERSHIP	[REDACTED], SHORELINE, WA 98177- 3825	LLC1826
PORT LYNCH, INC.	[REDACTED], SEATTLE, WA 98115	LLC5663
PROVIDER, INC.	[REDACTED], KODIAK, AK 99615	LLC2781
PROWLER, LLC	[REDACTED], PETERSBURG, AK 99833	LLC3682
Q & S ENTERPRISES, INC.	[REDACTED], SEATTLE, WA 98107	LLC1817
R.W. BARK CORP.	[REDACTED], LEAVENWORTH, WA 98826	LLC1994
RAGNVALD SVINO	[REDACTED], SHORELINE, WA 98177	LLC1391
RAINIER INVESTMENTS, INC.	[REDACTED], EDMONDS, WA 98020	LLC2170
RAINIER INVESTMENTS, INC.	[REDACTED], EDMONDS, WA 98020	LLC2172
RAINIER INVESTMENTS, INC.	[REDACTED], EDMONDS, WA 98020	LLC3417

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QUALIFYING BIDDERS

NAME	MAILING ADDRESS	NON-INTERIM CRAB LICENSE NO.
RETRIEVER CO-OWNERS	[REDACTED], SEATTLE, WA 98105-0030	LLC3669
RICHARD L. SHELFORD	[REDACTED], MILL CREEK, WA 98082-2946	LLC3091
ROBERT J. GUNDERSON	[REDACTED], KODIAK, AK 99615	LLC1720
ROBERT NEHUS	[REDACTED], UNALASKA, AK 99685	LLC3010
ROMANZOF FISHING COMPANY LLC	[REDACTED], SEATTLE, WA 98107	LLC1579
RONALD J. TENNISON	[REDACTED], BELLINGHAM, WA 98226	LLC3114
RONALD K. KECHTER	[REDACTED], PORT ANGELES, WA 98362	LLC2195
RONALD R. BRILL	[REDACTED], SEATTLE, WA 98107	LLC3956
RONDYS, INC.	[REDACTED], ISSAQUAH, WA 98029	LLC2884
RONDYS, INC.	[REDACTED], ISSAQUAH, WA 98029	LLC3898
ROYAL AMERICAN FISHERIES, LLC	[REDACTED], SEATTLE, WA 98119	LLC1754
ROYAL PACIFIC, LLC	[REDACTED], MUKILTEO, WA 98275	LLC1731
ROYAL VIKING, INC.	[REDACTED], NW, SEATTLE, WA 98107	LLC2236
ROYAL VIKING, INC.	[REDACTED], NW, SEATTLE, WA 98107	LLC2625
ROYAL VIKING, INC.	[REDACTED], NW, SEATTLE, WA 98107	LLC2601
RSD FISHERIES, LLC	[REDACTED], MILL CREEK, WA 98082	LLC1973
RSD FISHERIES, LLC	[REDACTED], MILL CREEK, WA 98082	LLC1975

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QUALIFYING BIDDERS

NAME	MAILING ADDRESS	NON-INTERIM CRAB LICENSE NO.
RUFF & REDDY, INC.	CREEK, WA 98082 [REDACTED], SISTERS, OR 97759	LLC3982
SAGAKA FISHING, INC.	[REDACTED], KODIAK, AK 99615	LLC2078
SAN JUAN SEAFOODS, INC	[REDACTED], BELLINGHAM, WA 98225	LLC3742
SAN JUAN SEAFOODS, INC	[REDACTED], BELLINGHAM, WA 98225	LLC3757
SAN JUAN SEAFOODS, INC	[REDACTED], BELLINGHAM, WA 98225	LLC3750
SCANDIES LTD PARTNERSHIP	[REDACTED]	LLC3336
SEA FISHER LLC	[REDACTED], SEATTLE, WA 98107	LLC3917
SEA ROVER, LLC	[REDACTED], EDMONDS, WA 98020	LLC3723
SEA SPRAY, LLC	[REDACTED], SEATTLE, WA 98119	LLC2289
SEA STORM LIMITED PARTNERSHIP	[REDACTED], SEATTLE, WA 98103	LLC1896
SEVENTH SON, INC.	[REDACTED], KENMORE, WA 98028	LLC3930
SHISHALDIN, LLC	[REDACTED], SEATTLE, WA 98107	LLC1734
SIBERIAN SEA PARTNERSHIP	[REDACTED]	LLC3197
SILENT LADY, INC.	NEWPORT, OR 97365 [REDACTED], SEATTLE, WA 98107	LLC3326
SILVER SPRAY SEAFOODS,	[REDACTED], SISTERS, OR	LLC3984

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QUALIFYING BIDDERS

NAME	MAILING ADDRESS	NON-INTERIM CRAB LICENSE NO.
LLC SNOW KING, INC.	97759 [REDACTED], SEAL ROCK, OR 97376	LLC3213
SPIRIT OF THE NORTH	[REDACTED],	LLC1673
FISHERIES, INC. SULTAN, LLC	NEWPORT, OR 97365 [REDACTED], SEATTLE, WA 98109	LLC3848
SUSITNA MARITIME, INC.	[REDACTED], HOMER, AK 99603	LLC3457
TAMARACK VENTURES, LLC	[REDACTED], KENT, WA 98042	LLC3690
TEMPEST FISHERIES II, LLC	[REDACTED], SEATTLE, WA 98109	LLC4843
THREE RIVERS, INC. OF ANACORTES	[REDACTED], BURLINGTON, WA 98233	LLC3670
TIME BANDIT, LLC	[REDACTED], HOMER, AK 99603	LLC1625
TIMOTHY J. KENNEDY	C/O [REDACTED], [REDACTED], SEATTLE, WA 98109	LLC2818
TIMOTHY J. KENNEDY	C/O [REDACTED], [REDACTED], SEATTLE, WA 98109	LLC3330
TODD HINER	[REDACTED], KODIAK, AK 99615	LLC3354
TRIDENT SEAFOODS CORPORATION	ATTN: ALASKA SUPPORT. [REDACTED] NW, SEATTLE, WA 98107	LLC2267
TRIDENT SEAFOODS CORPORATION	ATTN: ALASKA SUPPORT. [REDACTED] NW,	LLC2515

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QUALIFYING BIDDERS

NAME	MAILING ADDRESS	NON-INTERIM CRAB LICENSE NO.
TRIDENT SEAFOODS CORPORATION	SEATTLE, WA 98107 ATTN: ALASKA SUPPORT. [REDACTED] NW, SEATTLE, WA 98107	LLC3788
TRIDENT SEAFOODS CORPORATION	ATTN: ALASKA SUPPORT. [REDACTED] NW, SEATTLE, WA 98107	LLC2538
TRIDENT SEAFOODS CORPORATION	ATTN: ALASKA SUPPORT. [REDACTED] NW, SEATTLE, WA 98107	LLC2269
TYNES ENTERPRISES, INC.	F/V AMERICAN EAGLE AND OWNERS. [REDACTED] [REDACTED] SEATTLE, WA 98177	LLC2544
VESTERAALEN L.L.C.	[REDACTED] [REDACTED] SEATTLE, WA 98119	LLC3530
VIEKODA BAY, LLC	[REDACTED], KODIAK, AK 99615	LLC3775
VIEKODA BAY, LLC	[REDACTED], KODIAK, AK 99615	LLC3777
WAHL FISHERIES, LLC	[REDACTED], REEDSPORT, OR 97467	LLC3479
WAHL FISHERIES, LLC	[REDACTED], REEDSPORT, OR 97467	LLC3557
WARDS COVE PACKING CO.	[REDACTED], SEATTLE, WA 98105-0030	LLC3003
WESTERN MARINER, LLC	[REDACTED] 410, SEATTLE, WA 98107	LLC2321

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QUALIFYING BIDDERS

NAME	MAILING ADDRESS	NON-INTERIM CRAB LICENSE NO.
WILLIAM C. WILLIAMS	[REDACTED], BELLINGHAM, WA 98225	LLC3911
WILLIAM T. GILBERT	[REDACTED], BELLINGHAM, WA 98225	LLC1906
WINDY BAY, INC.	[REDACTED], SEATTLE, WA 98109	LLC2061
WIZARD FISHERIES, INC.	[REDACTED], Number [REDACTED], SEATTLE, WA 98107	LLC1481

(2) Qualifying Voter List:

QUALIFYING VOTERS

NAME	MAILING ADDRESS	INTERIM OR NON- INTERIM CRAB LICENSE NO.
57 DEGREES NORTH, LLC	[REDACTED], SEATTLE, WA 98107	LLC3554
AIREDALE LLC	[REDACTED], ANCHORAGE, AK 99501	LLC2275
ALASKA BOAT COMPANY	[REDACTED], SEATTLE, WA 98105	LLC2039
ALASKA CHALLENGER L.L.C.	[REDACTED], SEATTLE, WA 98105	LLC3667
ALASKA SEA, INC.	[REDACTED], SEATTLE, WA 98177-3153	LLC1607
ALASKA SEAFOOD	[REDACTED], NEWPORT, OR 97365	LLC2187
PRODUCERS, INC. ALASKA TROJAN FISHERIES	[REDACTED],	LLC3873
ALASKAN BEAUTY, LLC	NEWPORT, OR 97365 C/O FMS INC, [REDACTED] [REDACTED], KIRKLAND, WA 98033	LLC3301

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QUALIFYING VOTERS

NAME	MAILING ADDRESS	INTERIM OR NON- INTERIM CRAB LICENSE NO.
ALEUTIAN BALLAD, INC.	[REDACTED], CENTRALIA, WA 98531	LLC3170
ALEUTIAN MARINER, LLC	[REDACTED] NW, [REDACTED], SEATTLE, WA 98107	LLC3587
ALEUTIAN SHELLFISH, INC.	[REDACTED], SEATTLE, WA 98107	LLC1971
ALEUTIAN SPRAY FISHERIES, INC.	[REDACTED], SEATTLE, WA 98107	LLC2095
ALEUTIAN SPRAY FISHERIES, INC.	[REDACTED], SEATTLE, WA 98107	LLC2099
ALEUTIAN SPRAY FISHERIES, INC.	[REDACTED], SEATTLE, WA 98107	LLC2097
ALEUTIAN SPRAY REVERSE LLC	[REDACTED], SEATTLE, WA 98102	LLC2555
ALEUTIAN SPRAY, LLC	[REDACTED], SEATTLE, WA 98109	LLC3861
AMATULI ENTERPRISES	[REDACTED], EDMONDS, WA 98020-1404	LLC2260
AMERICAN STAR & OWNERS	[REDACTED], BELLEVUE, WA 98006	LLC3200
AMERICAN WAY FISHERIES, INC.	[REDACTED], KODIAK, AK 99615	LLC1658
ANDRONICA, INC.	[REDACTED], SEATTLE, WA 98155	LLC3809

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QUALIFYING VOTERS

NAME	MAILING ADDRESS	INTERIM OR NON- INTERIM CRAB LICENSE NO.
ARCHIE GOULD	[REDACTED], KING COVE, AK 99612	LLC3031
ARCTIC BARUNA, LLC	[REDACTED], SEATTLE, WA 98072	LLC2087
ARCTIC BARUNA, LLC	[REDACTED], SEATTLE, WA 98072	LLC2088
ARCTIC EAGLE, LLC	[REDACTED] SEATTLE, WA 98177	LLC3891
ARCTIC MARINER, LLC	[REDACTED] NW, [REDACTED], SEATTLE, WA 98107	LLC3585
ARCTIC SUN FISHERIES, INC.	[REDACTED] PORTLAND, OR 97236	LLC2366
ARCTIC VENTURES, INC.	[REDACTED] SEATTLE, WA 98109	
ARTHUR W. FOX	[REDACTED], KODIAK, AK 99615	LLC1716
ATLANTICO, INC.	[REDACTED], SISTERS, OR 97759	LLC2471
AUTUMN DAWN PARTNERSHIP	[REDACTED], SEATTLE, WA 98107-3726	LLC1808
BARBARA J PARTNERSHIP	[REDACTED] NW, SEATTLE, WA 98107	LLC3824
BEAUTY BAY, INC.	[REDACTED], RICHMOND, CA 94803	LLC3618
BELLA K OF SEATTLE, LLC	[REDACTED], SEATTLE, WA 98107	LLC2020
BELLA K OF SEATTLE, LLC	[REDACTED], SEATTLE, WA 98107	LLC3661
BERING FIVE, INC	[REDACTED], CASCADE LOCKS, OR 97014	LLC4743

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NAME	MAILING ADDRESS	INTERIM OR NON- INTERIM CRAB LICENSE NO.
BERING STAR, LLC	C/O H.A.S., [REDACTED] [REDACTED], SEATTLE, WA 98107-0712	LLC3889
BERING STAR, LLC	C/O H.A.S., [REDACTED] [REDACTED], SEATTLE, WA 98107-0712	LLC3965
BIG BLUE FISHERIES	[REDACTED], CATHLAMET, WA 98612	LLC1766
[REDACTED]	[REDACTED], [REDACTED] SEATTLE, WA 98109	LLC3849
BLUE ATTU, LLC	[REDACTED], [REDACTED] SEATTLE, WA 98109	LLC3974
BLUE BOATS CORP.	[REDACTED], [REDACTED] SEATTLE, WA 98107	LLC2093
BLUE DUTCH, LLC	[REDACTED], [REDACTED] SEATTLE, WA 98109	LLC3846
BOWLDEN, INC.	[REDACTED], EVERETT, WA 98208	LLC4019
BREKKAA FISHERIES, INC.	[REDACTED], SEATTLE, WA 98107	LLC3278
BRISTOL FIVE, INC.	[REDACTED], CASCADE LOCKS, OR 97014	LLC1891
BRISTOL MARINER, LLC	[REDACTED], [REDACTED] SEATTLE, WA 98107	LLC3579
BRUCE E. JOYCE	[REDACTED], PORTLAND, OR 97202	LLC2701
CAPRICE, INC.	[REDACTED], FRIDAY HARBOR, WA 98250	LLC2753
CASCADE MARINER, LLC	[REDACTED]	LLC3459

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QUALIFYING VOTERS

NAME	MAILING ADDRESS	INTERIM OR NON- INTERIM CRAB LICENSE NO.
	[REDACTED] SEATTLE, WA 98107	
CELTIC SEAS, INC.	[REDACTED], SEATTLE, WA 98107	LLC4860
CHARLES G. JOHNSON	[REDACTED], KODIAK, AK 99615	LLC2058
CHARLES G. JOHNSON	[REDACTED], KODIAK, AK 99615	LLC3680
CHARLES REHDER	[REDACTED], HOMER, AK 99603	LLC3340
COLLINS FISHERIES, INC.	[REDACTED], OAK HARBOR, WA 98277	LLC3947
CONTROLLER BAY, JOINT VENTURE	[REDACTED], EDMONDS, WA 98020	LLC3342
COREY K. WILSON	[REDACTED], KING COVE, AK 99612	LLC3127
COUGAR INDUSTRIES, INC.	[REDACTED], NEWPORT, OR 97365	LLC2514
COURAGEOUS SEAFOODS	[REDACTED], SEATTLE, WA 98107	LLC1577
DAR-JEN, INC.	[REDACTED], KODIAK, AK 99615	LLC3093
DEBRA D, INC.	[REDACTED], MOUNT VERNON, WA 98273	LLC3850
DECEPTION FISHERIES	[REDACTED], PETERSBURG, AK 99833	LLC3290
DEEP SEA FISHERIES, INC.	[REDACTED], EVERETT, WA 98201	LLC1418
DEEP SEA HARVESTER, INC.	[REDACTED], EVERETT, WA 98201	LLC2888
DENNIS DEEVER	[REDACTED], EVERETT, WA 98201	LLC1923

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QUALIFYING VOTERS

NAME	MAILING ADDRESS	INTERIM OR NON- INTERIM CRAB LICENSE NO.
DESTINATION, INC.	RICHMOND, CA 94803 [REDACTED], SEATTLE, WA 98107	LLC3328
DIAMOND HEAD, INC.	[REDACTED], [REDACTED], HOMER, AK 99603- 7714	LLC1947
DIAMONDBACK SEAFOODS, INC.	[REDACTED], ANCHORAGE, AK 99501	LLC1156
DIAMONDBACK SEAFOODS, INC.	[REDACTED], ANCHORAGE, AK 99501	LLC1380
DIAMONDBACK SEAFOODS, INC.	[REDACTED], ANCHORAGE, AK 99501	LLC2345
DONA MARTITA LLC	[REDACTED], SHORELINE, WA 98133	LLC2788
EARLY DAWN LLC	[REDACTED], SOUTHWEST, EDMONDS, WA 98026	LLC3193
ELIZABETH F, INC.	[REDACTED], KODIAK, AK 99615	LLC1274
ENTRANCE POINT, INC.	[REDACTED], LAHAINA, HI 96761	LLC1782
ERLA-N, LLC	[REDACTED], SEATTLE, WA 98177	LLC2215
ERLA-N, LLC	[REDACTED], SEATTLE, WA 98177	LLC3857
ESTATE OF CARL A KOSO	[REDACTED], KING COVE, AK 99612	LLC3484
EVENING STAR, INC.	[REDACTED], SEATTLE, WA 98199	LLC3903
EVENING STAR, INC.	[REDACTED], SEATTLE, WA 98199	LLC3905
EXCELLER FISHERIES, INC.	[REDACTED], BELLINGHAM, WA 98227	LLC1314

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QUALIFYING VOTERS

NAME	MAILING ADDRESS	INTERIM OR NON- INTERIM CRAB LICENSE NO.
F. JAMES KOCH	[REDACTED], LEWISTON, ID 83501	LLC2742
F/V AJ, LLC	[REDACTED] SEATTLE, WA 98121	LLC3655
F/V ARCTIC WIND, LLC	[REDACTED], SEATTLE, WA 98107	LLC4010
F/V KATIE K & OWNERS	1101 EMERALD HILLS DR, EDMONDS, WA 98020	LLC3687
F/V KETA, INC.	[REDACTED], SEATTLE, WA 98107	LLC3632
F/V LADY BLACKIE, LLC	[REDACTED], ANCHORAGE, AK 99501	LLC1960
F/V MAVERICK, LLC	[REDACTED], ASTORIA, OR 97103	LLC3196
F/V NORTH WIND, INC.	[REDACTED], SEATTLE, WA 98103	LLC1639
F/V PINNACLE, INC.	[REDACTED], SNOHOMISH, WA 98290	LLC3356
F/V SEA ERN & OWNERS	[REDACTED], CARNATION, WA 98014	LLC3224
F/V SEABROOKE ENTERPRISES, LLC	[REDACTED], MILTON-FREEWATER, OR 97862	LLC2925
FAIRWEATHER FISHERIES, INC.	[REDACTED], NEWPORT, OR 97365	LLC1733
FAIRWEATHER FISHERIES, INC.	[REDACTED], NEWPORT, OR 97365	LLC2943
FANNINGS DENALI, INC.	[REDACTED], FRIDAY HARBOR, WA 98250	LLC3334

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QUALIFYING VOTERS

NAME	MAILING ADDRESS	INTERIM OR NON- INTERIM CRAB LICENSE NO.
FAR NORTH FISHERMEN, INC.	[REDACTED], NEW CASTLE, WA 98059	LLC1285
FARWEST LEADER	[REDACTED],	LLC2941
PARTNERSHIP FIERCE ALLEGIANCE, LLC	SEATTLE, WA 98107 [REDACTED] SOUTHWEST, EDMONDS, WA 98026	LLC3472
FLYING CLOUD PARTNERSHIP	TRIDENT SEAFOODS, [REDACTED], SEATTLE, WA 98107	LLC2206
FOUR DAUGHTERS, INC.	[REDACTED], MANKATO, MN 56001	LLC3383
FRANCIS M NW, LLC	[REDACTED], FRIDAY HARBOR, WA 98250	LLC4681
FRANK MCFARLAND	[REDACTED], NOME, AK 99762	LLC2770
FURY GROUP, INC.	[REDACTED], SEATTLE, WA 98107	LLC1539
FURY GROUP, INC.	[REDACTED], SEATTLE, WA 98107	LLC2621
FURY GROUP, INC.	[REDACTED], SEATTLE, WA 98107	LLC2540
FY FISHERIES, INC.	[REDACTED], NEWPORT, OR 97365	LLC2790
GENE E. WATSON	[REDACTED], CURTIS, WA 98538	LLC3297
GLACIER BAY FISHERIES, LLC	[REDACTED], [REDACTED], KIRKLAND, WA 98033	LLC3733
GLEN EVANS	[REDACTED],	LLC3382

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QUALIFYING VOTERS

NAME	MAILING ADDRESS	INTERIM OR NON-INTERIM CRAB LICENSE NO.
GOLDEN DAWN, LLC	CAMANO ISLAND, WA 98292 [REDACTED]	LLC3735
GOLDEN PISCES, INC.	NW, SEATTLE, WA 98107 [REDACTED], NEWPORT, OR 97365	LLC3856
GOLDEN SHAMROCK, INC.	[REDACTED] [REDACTED] [REDACTED], SEATTLE, WA 98199	LLC2063
GORDON E. GILES	[REDACTED], SELDOVIA, AK 99663	LLC1434
GREAT WEST SEAFOODS, L.P.	[REDACTED], SEATTLE, WA 98119	LLC1849
GULF WINDS LLC	[REDACTED], SEATTLE, WA 98119	LLC3135
GUNN SEA VENTURE, LLC	[REDACTED], SEATTLE, WA 98107-3726	LLC3559
GUNN-WIDING ENTERPRISES	[REDACTED], EDMONDS, WA 98020	LLC3218
GUSTAFSON FISHERIES, INC.	[REDACTED], KODIAK, AK 99615	LLC3598
HAERLING ENTERPRISES, INC.	[REDACTED], MILTON, WA 98354	LLC3283
HAL LEWIS	[REDACTED], DUTCH HARBOR, AK 99692	LLC3700
HANSEN ENTERPRISES, INC.	[REDACTED], SEATTLE, WA 98177	LLC3276
HARLAN DEAN	[REDACTED], STRYKER, MT 59933	LLC2808
HARVESTER	[REDACTED]	LLC2326

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QUALIFYING VOTERS

NAME	MAILING ADDRESS	INTERIM OR NON- INTERIM CRAB LICENSE NO.
ENTERPRISES, LLC	[REDACTED] SEATTLE, WA 98109	
HENRY W. STREICH	[REDACTED] LAKE FOREST PARK, WA 98155	LLC3705
HEUKER BROS., INC.	[REDACTED] CASCADE LOCKS, OR 97014	LLC1814
HEUKER BROS., INC.	[REDACTED] CASCADE LOCKS, OR 97014	LLC3590
HIGH SPIRIT, INC.	[REDACTED], C/O DENNIS P. MCMANUS JR CPA, NEWPORT, OR 97365	LLC4845
HIGHLAND LIGHT SEAFOODS LLC.	[REDACTED]	LLC2834
HIGHLAND LIGHT SEAFOODS LLC.	[REDACTED], SEATTLE, WA 98119	LLC3952
HJELLE ENTERPRISES, INC.	[REDACTED] SEATTLE, WA 98119 PO BOX 17012, SEATTLE, WA 98127	LLC3319
HJELLE ENTERPRISES, INC.	[REDACTED], SEATTLE, WA 98127	LLC3887
HORIZON FISHERIES, LLC	[REDACTED] N, [REDACTED], SEATTLE, WA 98107	LLC3844
HUSKY CO-OWNERS	[REDACTED], SEATTLE, WA 98105	LLC3664
ICELANDER, INC.	[REDACTED], KODIAK, AK 99615	LLC2874
ICICLE SEAFOODS, INC.	[REDACTED]	LLC2351

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QUALIFYING VOTERS

NAME	MAILING ADDRESS	INTERIM OR NON- INTERIM CRAB LICENSE NO.
ICICLE SEAFOODS, INC.	SEATTLE, WA 98199 [REDACTED]	LLC2699
ICY BAY, INC.	SEATTLE, WA 98199 C/O PUGET SOUND ACCOUNTING, [REDACTED] [REDACTED], SEATTLE, WA 98109	LLC1725
ILDHUSO FISHERIES, INC.	[REDACTED]	LLC1997
INCENTIVE FISHERIES, LLC	SEATTLE, WA 98109 [REDACTED], KODIAK, AK 99615	LLC3249
JAMES R. NIEMELA	[REDACTED], HOMER, AK 99603	LLC2362
JEFF T. STEELE	[REDACTED], KODIAK, AK 99615	LLC2762
JEFF T. STEELE	[REDACTED], KODIAK, AK 99615	LLC2817
JOSE RAUL CASTILLO	[REDACTED], UNALASKA, AK 99685	LLC2570
JOSE RAUL CASTILLO	[REDACTED], UNALASKA, AK 99685	LLC3527
K H COLBURN, INC	[REDACTED] [REDACTED], REDMOND, WA 98053	LLC3657
KALDESTAD FISHERIES LTD.	[REDACTED] NW, [REDACTED], SEATTLE, WA 98107	LLC3577
KARI MARIE FISHERIES, LLC	[REDACTED], MUKILTEO, WA 98275	LLC3553
KARIN LYNN FISHERIES, INC.	[REDACTED], EVERETT, WA 98201	LLC3332
KATRINA-EM, INC.	[REDACTED], KODIAK, AK	LLC2778

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QUALIFYING VOTERS

NAME	MAILING ADDRESS	INTERIM OR NON-INTERIM CRAB LICENSE NO.
KDS, INC.	99615 [REDACTED], SILVANA, WA 98287	LLC3716
KDS, INC.	[REDACTED], SILVANA, WA 98287	LLC2775
KENDRICK BAY LTD.	[REDACTED], SEATTLE, WA 98105	LLC3675
PARTNERS KENNETH M. SIMPSON	[REDACTED], ANCHORAGE, AK 99524-0449	LLC1279
KEVIN SUYDAM	[REDACTED], KODIAK, AK 99615	LLC3264
KEVIN SUYDAM	[REDACTED], KODIAK, AK 99615	LLC3337
KEVIN SUYDAM	[REDACTED], KODIAK, AK 99615	LLC4552
KEVIN SUYDAM	[REDACTED], KODIAK, AK 99615	LLC5383
KEVIN SUYDAM	[REDACTED], KODIAK, AK 99615	LLC3894
KEVLEEN K, LLC	[REDACTED], 100, SEATTLE, WA 98199	LLC3462
KIRSTEN MARIE FISHERIES, LLC	[REDACTED], MUKILTEO, WA 98275	LLC1729
KISKA SEA PARTNERSHIP	[REDACTED], NEWPORT, OR 97365	LLC3116
KODIAK QUEEN, INC.	[REDACTED], SEATTLE, WA 98177	LLC3879
KRISTIAN E. POULSEN ENT., INC.	[REDACTED], SEATTLE, WA 98107	LLC1863
KRISTIAN E. POULSEN ENT., INC.	[REDACTED], SEATTLE, WA 98107	LLC1882
KRISTIAN E. POULSEN ENT., INC.	[REDACTED], SEATTLE, WA 98107	LLC1885
L.T.D., INC.	[REDACTED], KODIAK, AK	LLC1450

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QUALIFYING VOTERS

NAME	MAILING ADDRESS	INTERIM OR NON- INTERIM CRAB LICENSE NO.
LABRADOR GROUP	99615 [REDACTED], SEATTLE, WA 98105	LLC2037
LADY HELEN LLC	[REDACTED], SHORELINE, WA 98133	LLC3737
LADY JOANNE, INC.	[REDACTED], SEATTLE, WA 98107	LLC2223
LANGESATER FISHERIES, INC.	[REDACTED], SEATTLE, WA 98177	LLC2695
LARRY J. SHAISHNIKOFF	[REDACTED], UNALASKA, AK 99685	LLC2007
LARRY O. HENDRICKS	[REDACTED], SEATTLE, WA 98107	LLC2546
LEE ROSE, INC.	[REDACTED], GRAYLAND, WA 98547	LLC4730
LIBERATOR FISHERIES, LLC	[REDACTED], NW, [REDACTED], SEATTLE, WA 98107	LLC3638
LIGHTSHIP, INC.	[REDACTED], EDMONDS, WA 98020	LLC3107
LISA MARIE FISHERIES, LLC	[REDACTED], ANCHORAGE, AK 99518	LLC1671
LONGRICH ENTERPRISES, INC.	[REDACTED], KODIAK, AK 99615	LLC1453
LUDGER DOCHTERMANN	[REDACTED], KODIAK, AK	LLC2750
MAR DEL SUD, LTD.	99615 [REDACTED], KODIAK, AK 99615	LLC2646
MARCY J., INC.	[REDACTED], KODIAK, AK 99615	LLC2279
MARGUN ENTERPRISES,	[REDACTED]	LLC3629

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QUALIFYING VOTERS

NAME	MAILING ADDRESS	INTERIM OR NON- INTERIM CRAB LICENSE NO.
LLC	[REDACTED], SEATTLE, WA 98109	
MARK F. DONOVICK	[REDACTED], WESTPORT, WA 98595	LLC4875
MARK I, INC.	[REDACTED], SEATTLE, WA 98119	LLC2638
MARK MARING II, INC.	[REDACTED], STE 212, SEATTLE, WA 98109	LLC3954
MARWIN, INC.	[REDACTED], PETERSBURG, AK 99833	LLC1801
MATTHEW HEGGE	[REDACTED], KODIAK, AK 99615	LLC2106
MATTSEN FISHERIES, INC.	[REDACTED], POULSBO, WA 98370	LLC2577
MATTSEN FISHERIES, INC.	[REDACTED], POULSBO, WA 98370	LLC3541
MELANIE, INC.	[REDACTED], DEPOE BAY, OR 97341	LLC2763
MGF FISHERIES, INC.	[REDACTED], SEATTLE, WA 98107	LLC3295
MICHEAL K. KING	[REDACTED], MAGNOLIA SPRINGS, AL 36555	LLC3020
MISTY BLUE, INC.	NORTHERN LIGHTS HAVEN, YAKUTAT, AK 99689	LLC1485
NEPTUNE, LLC	[REDACTED], SEATTLE, WA 98121	LLC2156
NEW ERA PARTNERSHIP	[REDACTED], STE 9, SEATTLE, WA 98107	LLC3968
NEWMAN FISHERIES, INC.	[REDACTED], KING COVE, AK 99612	LLC3922
NINILICHIK LTD. PARTNERSHIP	[REDACTED], ANCHORAGE, AK 99515	LLC3931

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QUALIFYING VOTERS

NAME	MAILING ADDRESS	INTERIM OR NON- INTERIM CRAB LICENSE NO.
NORDIC MARINE, INC.	[REDACTED], ANCHORAGE, AK 99503	LLC3274
NORDIC MARINER, LLC	[REDACTED], SEATTLE, WA 98107	LLC2309
NORDIC STAR FISHERIES, INC.	[REDACTED], SPOKANE, WA 99206	LLC2629
NORDIC VIKING, LLC	[REDACTED], SISTERS, OR 97759	LLC3989
NORQUEST SEAFOODS, INC.	[REDACTED], NW, SEATTLE, WA 98107	LLC3331
NORQUEST SEAFOODS, INC.	[REDACTED], NW, SEATTLE, WA 98107	LLC3698
NORQUEST SEAFOODS, INC.	[REDACTED], NW, SEATTLE, WA 98107	LLC3696
NORSEMAN FISHERIES, INC.	[REDACTED], SEATTLE, WA 98199	LLC1243
NORTH AMERICAN, INC.	[REDACTED], SEATTLE, WA 98107	LLC3087
NORTH PACIFIC, LLC	[REDACTED], KIRKLAND, WA 98033	LLC3256
NORTHERN MARINER, LLC	[REDACTED], #410, SEATTLE, WA 98107	LLC3581
NORTHERN ORION, INC.	[REDACTED], STE 212, SEATTLE, WA 98109	LLC3035
NORTHERN ORION, INC.	[REDACTED], STE 212, SEATTLE, WA 98109	LLC5166
NORTHPOINT FISHERIES	[REDACTED], KODIAK, AK 99615	LLC2288
NOTORIOUS	[REDACTED],	LLC3613

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QUALIFYING VOTERS

NAME	MAILING ADDRESS	INTERIM OR NON- INTERIM CRAB LICENSE NO.
PARTNERSHIP	SEATTLE, WA 98107-3726	
NUKA ISLAND, INC.	[REDACTED], KODIAK, AK 99615	LLC3813
OBSESSION LIMITED	[REDACTED] N3,	LLC3934
PARTNERSHIP	ANCHORAGE, AK 99515	
OCEAN BALLAD, INC.	[REDACTED], CENTRALIA, WA 98531	LLC3195
OCEAN BALLAD, INC.	[REDACTED], CENTRALIA, WA 98531	LLC3914
OCEAN BALLAD, INC.	[REDACTED], CENTRALIA, WA 98531	LLC3916
OCEAN CAPE, LLC	[REDACTED], SEATTLE, WA 98107	LLC3644
OCEAN FISHERIES, LLC	[REDACTED], LAKEWOOD, WA 98499	LLC3945
OCEAN OLYMPIC LLC	C/O FMS INC, [REDACTED], KIRKLAND, WA 98033	[REDACTED]
OCEAN STORM FISHERIES, INC.	[REDACTED], MERCER ISLAND, WA 98040	LLC3659
OCEAN VIKING LLC	[REDACTED] SW, LAKEWOOD, WA 98499	LLC1229
ODIAK MARITIME	[REDACTED], CORDOVA, AK 99574	LLC3061
OLUF K. VEDDY	[REDACTED], SNOHOMISH, WA 98290	LLC1946
OSTROM FISHERIES, INC.	[REDACTED], PRIEST RIVER, ID 83856	LLC3646
PAC MARINER, LLC	[REDACTED] NW, [REDACTED], SEATTLE, WA 98107	LLC3583
PACIFIC DRAGGERS, INC.	[REDACTED], NEWPORT, OR	LLC3494

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QUALIFYING VOTERS

NAME	MAILING ADDRESS	INTERIM OR NON-INTERIM CRAB LICENSE NO.
PACIFIC RIM FISHERIES, INC.	97365 [REDACTED], BELLEVUE, WA 98004	LLC3230
PACIFIC STAR FISHERIES, LLC	[REDACTED], KIRKLAND, WA 98033	LLC4857
PAR-PAC, INC.	[REDACTED], OLYMPIA, WA 98503	LLC2252
PAUL GRONHOLDT	[REDACTED], POINT, AK 99661	LLC3384
PAVLOF, INC.	[REDACTED], SEATTLE, WA 98199	LLC1740
PENINSULA SALMON, INC.	[REDACTED], FRIDAY HARBOR, WA 98250	LLC3401
POINT FIVE, INC	[REDACTED], CASCADE LOCKS, OR 97014	LLC1937
POLAR SEA PARTNERSHIP	[REDACTED], SHORELINE, WA 98177-3825	LLC1826
PORT LYNCH, INC.	[REDACTED], SEATTLE, WA 98115	LLC5663
PROFS. FISHERMEN'S ASSOC., INC.	[REDACTED], BELLINGHAM, WA 98227	LLC3106
PROVIDER, INC.	[REDACTED], KODIAK, AK 99615	LLC2781
PROWLER, LLC	[REDACTED], PETERSBURG, AK 99833	LLC3682
Q & S ENTERPRISES, INC.	[REDACTED], SEATTLE, WA 98107	LLC1817
R.W. BARK CORP.	[REDACTED], LEAVENWORTH, WA	LLC1994

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QUALIFYING VOTERS

NAME	MAILING ADDRESS	INTERIM OR NON- INTERIM CRAB LICENSE NO.
RAGNVALD SVINO	98826 [REDACTED], SHORELINE, WA 98177	LLC1391
RAINIER INVESTMENTS, INC.	[REDACTED], EDMONDS, WA 98020	LLC2170
RAINIER INVESTMENTS, INC.	[REDACTED], EDMONDS, WA 98020	LLC3417
RAINIER INVESTMENTS, INC.	[REDACTED], EDMONDS, WA 98020	LLC2172
RAYMOND L. BELLAMY	[REDACTED], HOMER, AK 99603	LLC3338
RELIANCE, INC.	[REDACTED], SEATTLE, WA 98107	LLC3333
RETRIEVER CO- OWNERS	[REDACTED], SEATTLE, WA 98105-0030	LLC3669
RICHARD L. SHELFORD	[REDACTED], MILL CREEK, WA 98082-2946	LLC3091
RICHARD NEWBY	[REDACTED], ANCHORAGE, AK 99517	LLC1966
ROBERT J. GUNDERSON	[REDACTED], KODIAK, AK 99615	LLC1720
ROBERT NEHUS	[REDACTED], UNALASKA, AK 99685	LLC3010
ROMANZOF FISHING COMPANY LLC	[REDACTED]	LLC1579
RONALD J. TENNISON	SEATTLE, WA 98107 [REDACTED], BELLINGHAM, WA 98226	LLC3114
RONALD K. KECHTER	[REDACTED], PORT ANGELES, WA 98362	LLC2195
RONALD PETERSON	[REDACTED], SEATTLE, WA 98177	LLC3967
RONALD R. BRILL	[REDACTED], SEATTLE, WA	LLC3956

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QUALIFYING VOTERS

NAME	MAILING ADDRESS	INTERIM OR NON- INTERIM CRAB LICENSE NO.
	98107	
RONDYS, INC.	[REDACTED], ISSAQUAH, WA 98029	LLC3898
RONDYS, INC.	[REDACTED], ISSAQUAH, WA 98029	LLC2884
ROY RASMUSSEN	[REDACTED] MILL CREEK, WA 98012	LLC3960
ROYAL AMERICAN FISHERIES, LLC	[REDACTED], SEATTLE, WA 98119	LLC1754
ROYAL PACIFIC, LLC	[REDACTED], MUKILTEO, WA 98275	LLC1731
ROYAL VIKING, INC.	[REDACTED]	LLC2236
	NW, SEATTLE, WA 98107	
ROYAL VIKING, INC.	[REDACTED]	LLC2625
	NW, SEATTLE, WA 98107	
ROYAL VIKING, INC.	[REDACTED]	LLC2601
	NW, SEATTLE, WA 98107	
RSD FISHERIES, LLC	[REDACTED], MILL CREEK, WA 98082	LLC1973
RSD FISHERIES, LLC	[REDACTED], MILL CREEK, WA 98082	LLC1975
RUFF & REDDY, INC.	[REDACTED], SISTERS, OR 97759	LLC3982
SAGAKA FISHING, INC.	[REDACTED], KODIAK, AK 99615	LLC2078
SAN JUAN SEAFOODS, INC	[REDACTED], BELLINGHAM, WA 98225	LLC3742
SAN JUAN SEAFOODS, INC	[REDACTED], BELLINGHAM, WA 98225	LLC3750
SAN JUAN SEAFOODS, INC	[REDACTED], BELLINGHAM, WA 98225	LLC3757
SANKO FISHERIES, LLC	[REDACTED]	LLC3806

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QUALIFYING VOTERS

NAME	MAILING ADDRESS	INTERIM OR NON- INTERIM CRAB LICENSE NO.
SCANDIES LTD PARTNERSHIP	EVERETT, WA 98201 [REDACTED]	LLC3336
SEA FISHER LLC	[REDACTED], SEATTLE, WA 98107	LLC3917
SEA ROVER, LLC	[REDACTED], SEATTLE, WA 98107	LLC3723
SEA SPRAY, LLC	[REDACTED], EDMONDS, WA 98020	LLC2289
SEA STORM LIMITED PARTNERSHIP	[REDACTED], SEATTLE, WA 98103	LLC1896
SEVENTH SON, INC.	[REDACTED], KENMORE, WA 98028	LLC3930
SHELIKOF MARITIME, INC.	[REDACTED], SEATTLE, WA 98107	LLC2120
SHISHALDIN, LLC	[REDACTED], SEATTLE, WA 98107	LLC1734
SIBERIAN SEA PARTNERSHIP	[REDACTED], NEWPORT, OR 97365	LLC3197
SILENT LADY, INC.	[REDACTED], SEATTLE, WA 98107	LLC3326
SILVER SPRAY SEAFOODS, LLC	[REDACTED], SISTERS, OR 97759	LLC3984
SITKIN ISLAND, INC.	[REDACTED], STE 212, SEATTLE, WA 98109	LLC3033
SITKIN ISLAND, INC.	[REDACTED], STE 212, SEATTLE, WA 98109	LLC5162
SNOW KING, INC.	[REDACTED], SEAL ROCK, OR 97376	LLC3213
SPIRIT OF THE NORTH FISHERIES, INC.	[REDACTED], DR, NEWPORT, OR 97365	LLC1673
ST. GEORGE MARINE, INC.	[REDACTED],	LLC3379

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QUALIFYING VOTERS

NAME	MAILING ADDRESS	INTERIM OR NON-INTERIM CRAB LICENSE NO.
SULTAN, LLC	KENMORE, WA 98028 [REDACTED], SEATTLE, WA 98109	LLC3848
SUSITNA MARITIME, INC.	[REDACTED], HOMER, AK 99603	LLC3457
TAMARACK VENTURES, LLC	[REDACTED], KENT, WA 98042	LLC3690
TEMPEST FISHERIES II, LLC	[REDACTED], SEATTLE, WA 98109	LLC4843
THOMAS G. ANGLIN	C/O KONA KAI PUGET SOUND ACCOUNTING, [REDACTED], SEATTLE, WA 98109	LLC3996
THREE RIVERS, INC. OF ANACORTES	[REDACTED], BURLINGTON, WA 98233	LLC3670
TIME BANDIT, LLC	[REDACTED], HOMER, AK 99603	LLC1625
TIMOTHY J. KENNEDY	C/O [REDACTED], SEATTLE, WA 98109	LLC2818
TIMOTHY J. KENNEDY	C/O [REDACTED], SEATTLE, WA 98109	LLC3330
TODD HINER	[REDACTED], KODIAK, AK 99615	LLC3354
TRIDENT SEAFOODS CORPORATION	ATTN: ALASKA SUPPORT, [REDACTED] NW, SEATTLE, WA 98107	LLC2267
TRIDENT SEAFOODS CORPORATION	ATTN: ALASKA SUPPORT, [REDACTED] NW,	LLC3788

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QUALIFYING VOTERS

NAME	MAILING ADDRESS	INTERIM OR NON-INTERIM CRAB LICENSE NO.
TRIDENT SEAFOODS CORPORATION	SEATTLE, WA 98107 ATTN: ALASKA SUPPORT, [REDACTED]	LLC2538
TRIDENT SEAFOODS CORPORATION	SEATTLE, WA 98107 ATTN: ALASKA SUPPORT, [REDACTED]	LLC2515
TRIDENT SEAFOODS CORPORATION	SEATTLE, WA 98107 ATTN: ALASKA SUPPORT, [REDACTED]	LLC2269
TYNES ENTERPRISES, INC.	SEATTLE, WA 98107 F/V AMERICAN EAGLE AND OWNERS, [REDACTED] [REDACTED], SEATTLE, WA 98177	LLC2544
VESTERAALEN L.L.C.	[REDACTED], [REDACTED], SEATTLE, WA 98119	LLC3530
VICTOR J. MULLEN	PO BOX 2713, KODIAK, AK 99615	LLC1792
VIEKODA BAY, LLC	[REDACTED], KODIAK, AK 99615	LLC3775
VIEKODA BAY, LLC	[REDACTED], KODIAK, AK 99615	LLC3777
WAHL FISHERIES, LLC	[REDACTED], REEDSPORT, OR 97467	LLC3479
WAHL FISHERIES, LLC	[REDACTED], REEDSPORT, OR 97467	LLC3557
WARDS COVE PACKING CO.	[REDACTED], SEATTLE, WA 98105-0030	LLC3003
WESTERN MARINER,	[REDACTED]	LLC2321

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QUALIFYING VOTERS

NAME	MAILING ADDRESS	INTERIM OR NON-INTERIM CRAB LICENSE NO.
LLC	NW 410, SEATTLE, WA 98107	
WILLIAM C. WILLIAMS	[REDACTED], BELLINGHAM, WA 98225	LLC3911
WILLIAM CHOQUETTE	[REDACTED], ANCHORAGE, AK 99501	LLC3711
WILLIAM R. RENFRO	[REDACTED], CATHLAMET, WA 98612	LLC3296
WILLIAM T. GILBERT	[REDACTED], BELLINGHAM, WA 98225	LLC1906
WINDANCE FISHERIES, INC.	[REDACTED] D,	LLC3191
WINDY BAY, INC.	NEWPORT, OR 97365 C/O PUGET SOUND ACCOUNTING, [REDACTED], SEATTLE, WA 98109	LLC2061
WIZARD FISHERIES, INC.	[REDACTED], SEATTLE, WA 98107	LLC1481
ZOLOTOI PARTNERSHIP	[REDACTED], SITKA, AK 99835	LLC2920

Authority: 5 U.S.C. 561, 16 U.S.C. 1801 *et seq.*, 16 U.S.C. 1861a(b) through (e), 46 App. U.S.C. 1279f and 1279g, section 144(d) of Division B of Pub. L. 106-554, section 2201 of Pub. L. 107-20, and section 205 of Pub. L. 107-117

Dated: December 16, 2003.

Rebecca Lent,

Deputy Assistant Administrator for Regulatory Programs, National Marine Fisheries Service.

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