IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

40-7580

In re	)	Chapter 11
	)	
FANSTEEL, INC., et al.,	)	Case No. 02-CV-44(JJF)
	)	
Debtors.	)	(Jointly Administered)
	)	
	)	
	)	
	)	
	)	

NOTICE OF MOTION

TO: All Parties on the attached Service List

PLEASE TAKE NOTICE that Southern California Gas Company ("SoCalGas"), a creditor in the above-referenced Bankruptcy Action, filed the attached Motion by Southern California Gas Company for Determination of Entitlement to Additional Assurances of payment for Future Utility Service in Accordance with Order Under 11 U.S.C. §366 (i) Prohibiting Utility Companies from Altering, Refusing, or Discontinuing Service; (ii) Finding Adequate Assurance of Payment for Future Utility Service; and (iii) Establishing Procedures for Determining Requests for Additional Assurances in the above-referenced bankruptcy case.

HEARING ON THE MOTION WILL BE ON **April 24, 2002 at 4:30 p.m.**

OBJECTIONS to the relief requested herein must be filed by **April 17, 2002.**

At the time of filing any objection, you must also serve a copy of the response upon movant's attorneys:

William D. Sullivan, Esquire
Elzufon Austin Reardon
Tarlov & Mondell, P.A.
300 Delaware Avenue, 17th floor
P.O. Box 1630
Wilmington, DE 19899
(302) 428-3181

Allan H. Ickowitz, Esquire
Nossaman, Guthner, Knox
& Elliott, LLP
445 South Figueroa Street
31st Floor
Los Angeles, CA 90071
(213) 612-7800

Nm5501 Add: Lips Ogc Mail Center

IF YOU FAIL TO RESPOND TO THIS NOTICE, THE COURT MAY GRANT THE RELIEF REQUESTED WITHOUT A HEARING.

Dated: April 5, 2002

ELZUFON AUSTIN REARDON,
TARLOV & MONDELL, P.A.

/s/ William D. Sullivan
William D. Sullivan (No. 2820)
300 Delaware Avenue, 17th floor
P.O. Box 1630
Wilmington, DE 19899
(302) 428-3181

- and -

Allan H. Ickowitz, Esquire
Nossaman, Guthner, Knox
& Elliott, LLP
445 South Figueroa Street
31st Floor
Los Angeles, CA 90071
(213) 612-7800

Attorneys for Southern California Gas Company

IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF DELAWARE

In re	)	Chapter 11
	)	
FANSTEEL, INC., et al., et al.,	)	Case No. 02-CV-44(JJF)
	)	
	)	(Jointly Administered)
Debtors.	)	
	)	
	)	
	)	
	)	

MOTION BY SOUTHERN CALIFORNIA GAS COMPANY FOR DETERMINATION OF ENTITLEMENT TO ADDITIONAL ASSURANCES OF PAYMENT FOR FUTURE UTILITY SERVICE IN ACCORDANCE WITH ORDER UNDER 11 U.S.C. § 366 (i) PROHIBITING UTILITY COMPANIES FROM ALTERING, REFUSING, OR DISCONTINUING SERVICE; (ii) FINDING ADEQUATE ASSURANCE OF PAYMENT FOR FUTURE UTILITY SERVICE; AND (iii) ESTABLISHING PROCEDURES FOR DETERMINING REQUESTS FOR ADDITIONAL ASSURANCES

Southern California Gas Company ("SoCalGas") hereby moves for an Order determining that it is entitled to additional adequate assurance of payment for future utility service in accordance with 11 U.S.C. § 366 on the following grounds:

1. On March 8, 2002, SoCalGas submitted to the Debtors herein its Request By Southern California Gas Company For Additional Assurances Of Payment For Future Utility Service In Accordance With Order Under 11 U.S.C. § 366 (i) Prohibiting Utility Companies From Altering, Refusing, Or Discontinuing Service; (ii) Finding Adequate Assurance Of Payment For Future Utility Service; And (iii) Establishing Procedures For Determining Requests For Additional Assurances ("Additional Assurance Request").

2. The Additional Assurance Request was made pursuant to the Order Under 11 U.S.C. § 366 (i) Prohibiting Utility Companies From Altering, Refusing,

Or Discontinuing Service; (ii) Finding Adequate Assurance Of Payment For Future Utility Service; And (iii) Establishing Procedures For Determining Requests For Additional Assurances dated February 7, 2002 and filed in the within proceedings on February 8, 2002 ("Utility Order"). The Utility Order provides that any utility company may request additional assurance of payment for future utility services under Section 366(b) by serving upon co-counsel for Debtors a request for such additional assurances within the time provided in the Utility Order.

3. The Utility Order requires the Debtors to "promptly" file a motion to determine the requesting party's entitlement to adequate assurance in the event that the Debtors do not consent to the additional assurance request and are unable, after good faith negotiations, to reach an agreement. The Debtors herein neither have negotiated a resolution nor moved the court as required by the Utility Order despite the fact that three weeks have passed since the Additional Assurance Request was made by SoCalGas. Although the debtors finally responded to SoCalGas' Request during the week of March 25, 2002, the proposal made by the Debtors was not acceptable. Thereafter, SoCalGas advised the Debtors that, in light of the fact that nearly a month had transpired since the submission of SoCalGas' Request, SoCalGas would file its own Motion unless the Debtors did so before April 4, 2002.

4. Accordingly, in order to prevent the Debtors from prejudicing SoCalGas by continuing to delay the submission of the issues raised by SoCalGas to the court, SoCalGas has been compelled to file this Motion.

I. BACKGROUND RE DEBTOR'S UTILITY SERVICES.

5. One of the debtors herein, Fansteel, Inc., aka Fansteel California Drop Forge ("Debtor") is a party to a Master Services Contracts with SoCalGas dated as of May 12, 1993 and a Master Services Contract Schedule A Intrastate Transmission Service dated as of June 13, 2001 (collectively, the "MSC"). Pursuant to the MSC, as opposed to ordinary gas utility service, the customer, in this case the Debtor, is obligated

to deliver the gas that it will use to SoCalGas' pipeline facilities for transportation to the Debtor. Normally, the Debtor is obligated to purchase and obtain the quantity of natural gas to meet its requirements from a third party, either a contracted marketer or an agent (the difference between the two being which party is liable to SoCalGas for obtaining the gas transported over SoCalGas' system), which entity delivers the necessary gas to SoCalGas' pipeline.

6. Pursuant to the MSC, either the marketer, if the customer uses a contracted marketer, or the customer, if the customer uses an agent or is itself responsible for procuring the required amounts of gas, is subject to monthly imbalance charges if it fails to deliver sufficient gas to cover its usage and, during the winter months, daily imbalance charges if it fails to deliver into the SoCalGas pipeline system certain minimum volumes of gas sufficient to cover the customer's daily usage requirements at its facility, at the rates set forth in the applicable tariff Schedule No. G-IMB. Schedule No. G-IMB is on file with the California Public Utilities Commission ("PUC")." SoCalGas then transports such gas on SoCalGas' system. To the extent that all of the gas used by the customer is furnished by its agent or marketer, SoCalGas' charges to the customer are limited to charges for transportation and related charges. Per Schedule No. G-IMB, the price paid for natural gas that SoCalGas delivers to the Debtor in the event that it does not obtain its natural gas from its agent is described therein as the "standby procurement charge." That charge is applied to the Debtor's negative transportation imbalance.[1] The imbalance charges and daily balancing purchase charges both are required by the PUC.

---

[1] As provided in Schedule No. G-IMB, during the winter months of November through March, transportation customers are required to deliver (flowing supply and firm storage withdrawal) at a minimum of 50% of burn during a five-day period. As explained in SoCalGas' Tariff Rule No. 30, "burn" means usage as defined therein. Volumes not in compliance with the 50% five day minimum delivery are purchased by the customer at the daily standby rate. The daily balancing standby rate, according to Schedule No. G-IMB, as revised as of March 29, 2002 is calculated as "150% of the highest Southern California border price during the five-day period as published in 'NGI's *Daily* Gas Price Index' including authorized franchise fees and, for retail customers, uncollectible expenses (F&U), and an

7. As set forth in Schedule No. G-IMB, "the Standby Procurement Charge is posted at least one day in advance of each corresponding imbalance trading period for noncore/wholesale and core transport agents (CTAs). It is calculated at 150% of the highest daily border price index at the Southern California border beginning on the first day of the month that the imbalance is created to five days prior to the start of each corresponding imbalance trading period plus a Brokerage Fee of 0.266¢ per therm for noncore retail service and all wholesale service, and .201¢ per therm for core retail service. The highest daily border price index is an average of the highest prices from 'NGI's Daily Gas Price Index - Southern California Border Average' and 'Gas Daily's Daily Price Survey - SoCal gas, large pkgs Midpoint.'" The monthly imbalance charges and daily balancing standby purchase charges both are required by the PUC.

8. While a monthly imbalance results from the underdelivery of gas into the SoCalGas pipeline system (as compared to the customer's usage at its facility) during a particular month, there is no charge or obligation payable by the customer unless and until the customer fails to trade the transportation imbalances within the permitted time under the tariff. The act which results in a charge is the customer's failure to trade its incurred monthly imbalance. Monthly imbalance charges are not billed and payable until the beginning of the second month after the end of the month in which usage took place. This is because imbalances are calculated and appear on the bill issued following the end of the month in which usage took place and thereafter the customer has an "imbalance trading window" between day 25 and day 30 (day 28 in the case of February in a non-leap year) of that second month to trade the imbalance. It is

---

authorized brokerage fee." (Different customer delivery requirements are increased to between 70% and 90% daily, as opposed to based upon a five-day period, as SoCalGas' total storage inventory declines through the winter months per Schedule No. G-IMB.) (Any gas which the customer purchases from SoCalGas under the Daily Balancing Purchases during the winter months is credited back to the customer and treated as gas delivered by the customer for purposes of determining the monthly imbalance and the imbalance charge is billed only for the remaining underdelivery after subtracted gas sold pursuant to the daily balancing purchases. As a result, the Standby Procurement Charge and Daily Balancing Purchase charges each apply to different portions of the gas purchased by the customer and are not duplicative.)

only after the 30th day of that second month that monthly imbalance charges can arise and a bill requiring payment of the resulting monthly imbalance charges is issued. In contrast, it is important to recognize that incurred daily imbalances in winter months are not subject to trading during a subsequent imbalance trading window period. Any incurred daily imbalance charges in winter months are due and payable in the immediately succeeding billing month. (Pursuant to the MSC, the Debtor is a "noncore transportation customer" of SoCalGas.)

9. SoCalGas previously was informed that the Debtor currently has in effect a contract with Coral Energy Resources, L.P. ("Coral Energy"), a marketer in SoCalGas' contracted marketer program, pursuant to which Coral Energy acts as the Debtor's marketer. (In conversations between SoCalGas' counsel and the Debtors' counsel during the week of March 25th, counsel for the Debtors informed SoCalGas' attorney that, in fact, the Debtor's contracted marketer presently is Sierra Southwest Cooperative.) SoCalGas also is informed and believes that such contract is terminable by either party. To the extent that the Debtor has an effective contract with a contracted marketer participating under contract with SoCalGas in SoCalGas' contracted marketer program, SoCalGas would have recourse against such contracted marketer in the event that the required amounts of gas are not delivered on the Debtor's behalf and that monthly imbalance charges or winter daily balancing purchase charges are payable. Accordingly, the risk to SoCalGas for which only the Debtor is responsible in that circumstance would be limited to transportation and related charges. To the extent that the Debtor does not have a contracted marketer agreement in effect, SoCalGas' only recourse would be against the Debtor for any imbalance charges and daily balancing purchase charges in the winter months resulting from underdeliveries, as well as for transportation charges. When a contracted marketer is engaged, although the customer remains liable for any imbalance and daily balancing purchase charges, the contracted marketer also is contractually obligated to SoCalGas for such charges and, as a result, SoCalGas' recourse is not limited to its ability to collect from the Debtor.

10. In addition to its account as a noncore transportation customer of SoCalGas pursuant to the MSC, the Debtor also obtains natural gas service from SoCalGas under a regular, core customer account with respect to which the Debtor purchases natural gas from SoCalGas and incurs charges in accordance with tariff rates for such service. The account number assigned by SoCalGas to the Debtor's noncore transportation services was 18-6537-079-251-1 for prepetition services, which account number was changed to 18-8888-001-422-2 for postpetition services. The Debtor's account number for core utility service was 064-919-4200, which account number was changed to 069-919-4201.

II. REQUEST FOR ADDITIONAL ASSURANCES.

11. SoCalGas has determined that the cash deposit required to provide adequate assurance of payment as required by 11 U.S.C. § 366(b) with respect to the Debtor's noncore transportation account pursuant to the MSC-- and provided that Coral Energy or Sierra Southwest Cooperative remains in place as the Debtor's contracted marketer-- is $25,170.00. This amount was calculated based upon two months of transportation and related charges for the Debtor's non-core transportation account in the sum of $25,000.00 plus two months of charges for the Debtor's core meter account in the sum of $170.00. In the event that the Debtor's contracted marketer, whether Coral Energy or any other contracted marketer with which the Debtor enters into a contract respecting the Debtor's facilities to which gas services are provided by SoCalGas, terminates its contract with the Debtor, is no longer eligible as a contracted marketer approved to participate in SoCalGas' contracted marketer program or ceases supplying the required amount of gas that the Debtor is obligated to deliver for the Debtor's use as its contracted marketer use in accordance with the MSC for any reason (including the Debtor's termination of its contract with such contracted marketer or the Debtor's breach of its obligations to such contracted marketer), or the Debtor's gas delivery requirements are not covered by a contracted marketer for any other reason, SoCalGas requires that the security deposit amount be increased by the Debtor furnishing to SoCalGas an additional $245,000.00 deposit, bringing the total security to $270,170.00 on or before the upon the effective date of such termination,

ineligibility or cessation of the supply of required gas as a condition to continued utility service. This increased amount includes two months of transportation charges plus applicable imbalance and daily balancing tariff charges assuming that all of the Debtor's required deliveries of gas would be purchased from SoCalGas at the rates set forth in Schedule No. G-IMB.[2]

12. The amounts which SoCalGas has calculated as the required security in this case are based upon the fact that, under SoCalGas' tariff rules, a bill to the Debtor is not delinquent until 19 days after its issuance. Thereafter, SoCalGas is not entitled to terminate services unless the Debtor has received a one week termination notice. As a result, during the one month period between delinquency and termination another month of charges will be accrued leaving SoCalGas with two months of outstanding charges before service is terminated. This period is extended even more in the case of imbalance charges when the Debtor does not have a contracted marketer covering its requirements.

---

[2] Two months of charges are necessary in order to secure SoCalGas since imbalance and daily balancing purchase charges are not billed and payable until the beginning of the second month (the 31st day) after the end of the month in which usage took place. (This is because imbalances are calculated and appear on the bill issued following the end of the month in which usage took place and thereafter the customer has an "imbalance trading window" between day 25 and day 30 (day 28 in the case of February in a non-leap year) of that second month to trade the imbalance. It is only after the 30th day of that second month that a bill requiring payment of the resulting imbalance charge is issued.) In addition, under the applicable tariffs, bills issued to customers such as the Debtor are delinquent, and SoCalGas cannot take any action to terminate service based upon nonpayment, until 19 days following the date of the invoice. Termination then follows a seven day notice. Since bills include charges for service provided during the previous month and SoCalGas will have continued to provide service during the following approximately two months before termination takes place, SoCalGas asserts that any cash deposit under 11 U.S.C. § 366(b) must be sufficient to cover the estimated charges for at least a two month period. The amount calculated requested by SoCalGas in the event that the Debtor no longer has a contracted marketer providing all of its gas requirements is based upon a "worst case" basis. That "worst case" is one under which the Debtor is unable, either for credit or any other reasons, to obtain any of the gas volume that it normally is required to deliver to SoCalGas' pipeline during a two month period and is required buy that quantity of gas from SoCalGas by paying monthly imbalance charges and, during the winter, daily balancing purchase charges in addition to transportation charges payable even if the Debtor obtains all of the required gas from a third parties. Based upon the average charges for a two month period based upon the amount of gas required to be delivered for the Debtor in the past, that amount would be $270,000 (twice the monthly average for such charges based upon the Debtor's delivery requirements of $135,000 per month). For adequate assurance purposes, SoCalGas must utilize a "worst case" scenario since SoCalGas has no control over whether the Debtor's gas requirements or seasonal minimum requirements are delivered due to the Debtor's inability to procure gas from its sources of supply for credit or any other reasons.

13. The courts have recognized the propriety of requiring a cash or equivalent deposit based upon a debtor's usage for a two month period. In re Spencer, 218 B.R. 290 (Bankr. W.D.N.Y. 1998); In re Stagecoach Enters, Inc., 1 B.R. 732, 736 (Bankr. M.D. Fla. 1979); In re Santa Clara Circuits West, Inc., 27 B.R. 680, 685 (Bankr. D. Utah 1982). Specifically, the courts in the Third Circuit have considered the time necessary before a utility can actually terminate services once a billing cycle is missed in determining that a deposit covering at least two months of charges is an appropriate form of adequate assurance. See Begley v. Philadelphia Electric Co., 760 F.2d 46, 49 (3rd Cir. 1985).

14. Moreover, the debtors' contention in their moving papers to the effect that their prepetition utility payment history relieves them from providing adequate assurance over and above any administrative expense claim priority is misguided. In fact, the Debtor's payment history, contrary to the Debtor's assertions, has been characterized by delinquencies. As disclosed by the summary for 12 month period prior to January 15, 2002 attached as Exhibit "2" to the accompanying Declaration of Robert S. Betonte, the Debtor paid its bills after they were due in 7 of the last 12 months (i.e., more than 19 days after mailing), and in three of the last 12 months, paid its bill after the 28 day period from mailing when its service could have been discontinued under applicable tariffs. Even if the Debtor's payment practices were satisfactory, SoCalGas still would be entitled to the relief sought in its Request. While some courts have interpreted section 366(b) to require a debtor to furnish security only if the debtor was delinquent in its prepetition payments to utilities, the correct view recognizes that there is no such limitation upon the adequate assurance obligation under 11 U.S.C. § 366(b). See e.g., In re Santa Clara Circuits West, Inc., 27 B.R. at 684 ("By its terms, however, Section 366(b) is effective without regard to the pre-order-for-relief status of the debtor's account."); In re 499 Warren Street Associates, Ltd., 138 B.R. 363, 364-65 (Bankr. N.D.N.Y. 1991).

15. Reliance upon a mere administrative expense claim, which may or may not be paid in full when and if the debtor is reorganized, is not sufficient and was not contemplated by the Bankruptcy Code. Section 366(b) calls for the provision of a deposit or

other form of security. Moreover, the Debtors have disclosed in their initial moving papers with respect to utility service that the Debtors face substantial financial and liquidity problems and debt which places the recovery of administrative expense claims at risk.

16. To the extent that the MSC may be deemed to constitute an executory contract, SoCalGas reserves all of its rights and remedies with respect to the assumption and rejection thereof pursuant to 11 U.S.C. § 365 and in addition to its rights and remedies pursuant to 11 U.S.C. § 366.

WHEREFORE, SoCalGas respectfully requests that the court enter an Order granting the Motion and requiring that, as a condition to continued utility services pursuant to the MSC and in accordance with the normal tariffs and rules governing such services, the Debtor be required to provide a $25,170.00 cash deposit (or surety bond or letter of credit in such amount acceptable to SoCalGas) to SoCalGas immediately together with evidence that the Debtor's contracted marketer agreement with Coral Energy or Southwest Cooperative remains in effect and covers all of the requirements for gas delivery in accordance with the MSC. SoCalGas further requests in connection therewith that the in the event that the Debtor's contracted marketer, whether Coral Energy, Sierra Southwest Cooperative or any other contracted marketer with which the Debtor enters into a contract respecting the Debtor's facilities to which gas services are provided by SoCalGas (i) terminates its contract with the Debtor, (ii) is no longer eligible as a contracted marketer approved to participate in SoCalGas' contracted marketer program or (iii) ceases supplying the required amount of gas that the Debtor is obligated to deliver for the Debtor's use as its contracted marketer use in accordance with the MSC for any reason (including the Debtor's termination of its contract with such contracted marketer or the Debtor's breach of its obligations to such contracted marketer), or the Debtor's gas delivery requirements are not covered by a contracted marketer for any other reason, the amount of the Debtor's security deposit (or surety bond or letter of credit acceptable to SoCalGas) be increased by the Debtor furnishing to SoCalGas an

additional $245,000.00 deposit bringing the total security to $270,170.00, and that such increase be paid on or before the upon the effective date of such termination, ineligibility or cessation of the supply of required gas as a condition to continued utility service and that SoCalGas shall be entitled to terminate services to the Debtor in the event that the Debtor fails to provide the requested deposit or increased deposit or fails to pay bills for post-petition charges when due in accordance with applicable tariff rules. To the extent that the sum of $16,843.09 would remain after application of the Debtor's prepetition deposit (plus interest thereon) to all outstanding, unpaid prepetition charges, such order should provide that such remaining funds may be used as security for postpetition charges, and that such remaining sum of $16,843.09 would be credited towards the Debtor's obligation to provide additional adequate assurance as requested herein.

Dated: April 5, 2002
Wilmington, Delaware

NOSSAMAN, GUTHNER, KNOX & ELLIOTT
Allan H. Ickowitz
445 South Figueroa Street, 31st Floor
Los Angeles, California 90071
(213) 612-7800

-and-

ELZUFON AUSTIN REARDON TARLOV & MONDELL, P.A.

/s/ William D. Sullivan
William D. Sullivan(No. 2820)
300 Delaware Avenue
Suite 1700
Wilmington, DE 19899-1630
Telephone: (302) 428-3181
Facsimile: (302) 428-3180

Attorneys for Southern California Gas Company

CERTIFICATE OF SERVICE

I, William D. Sullivan, certify that I am not less than 18 years of age, and that service of this

MOTION BY SOUTHERN CALIFORNIA GAS COMPANY FOR DETERMINATION OF ENTITLEMENT TO ADDITIONAL ASSURANCES OF PAYMENT FOR FUTURE UTILITY SERVICE IN ACCORDANCE WITH ORDER UNDER 11 U.S.C. § 366 (i) PROHIBITING UTILITY COMPANIES FROM ALTERING, REFUSING, OR DISCONTINUING SERVICE; (ii) FINDING ADEQUATE ASSURANCE OF PAYMENT FOR FUTURE UTILITY SERVICE; AND (iii) ESTABLISHING PROCEDURES FOR DETERMINING REQUESTS FOR ADDITIONAL ASSURANCES

was made on April 5, 2002, upon the parties listed on the attached service list via United States First Class Mail.

Under penalty of perjury, I declare that the foregoing is true and correct.

April 5, 2002
Date

/s/ *William D. Sullivan*
William D. Sullivan

SERVICE LIST

Laura Davis Jones, Esquire
Pachulski, Stang, Ziehl, Young & Jones P.C.
919 Market Street, 16th Floor
Wilmington, DE 19899-8705

Hamid Rafatjoo, Esquire
Pachulski, Stang, Ziehl, Young & Jones P.C.
10100 Santa Monica Boulevard, Suite 1100
Los Angeles, CA 90067

Tobery M. Daluz, Esquire
Reed Smith LLP
1201 Market Street, Suite 150(
Wilmington, DE 19801

Tames E. Huggett, Esquire
Klehr, Harrison, Harvey, Branzburg & Ellers
919 Market Street, Suite 1000
Wilmington, DE 19801

John D. Demmy,
Esquire
300 Delaware Avenue
8'h Floor, Suite 800

Wilmington, DE 19801

Bruce W. McCullough, Esquir
McCullough & McKenty, PA
824 Market Street, 4th Floor
PO Box 397
Wilmington, DE 19899-0397

Edward B. Rosenthal, Esquire
Rosenthal, Monhait, Gross & Goddess, P.A.
Mellon Bank Cente, Suite 1401
Wilmington, DE 19899-1070

Peter S. Clark II, Esquire
Reed Smith LL P
2500 One Liberty Place
1650 Market Street
Philadelphia, PA 19103-7301

Bankruptcy Management Cor
Attn: Julia Hasenzahl
1330 E. Franklin Ave
El Segundo, CA 90245

Vito I. DiMiao
Parcels, Inc.
4 East Seventh Street
Wilmington, DE 19801

David Buckbinder, Esquire
Office of the United States Trustee
844 King Street, Suite 2313
Wilmington, DE 19801

Ellen W. Slights, Esquire
U.S. Attorney's Office
1201 Market Street, Suite 110
Wilmington, DE 19899

Adarn G. Landis, Esquire
Klett Rooney Lieber & Schorling
1000 West Street, Suite 1401
Wilmington, DE 19801

Patrick M. Goy, Managing Director
Lincoln Partners
181 West Madison Street, Ste 3750
Chicago, IL 60602

James R. Curtiss
Winston & Strawn
1400 L Street, N.W.
Washington, DC 20005-3502

Foothill Capital Corporation
161 North Clark Street, Suite 3590
Chicago, IL 60601

Richard Burkhart
7205 Chagrin Road,
Suite 4
Bainbridge, OH 44023

Richard Lucy
Brighton Properties
2401 East El Segundo Blvd., S
El Segundo, CA 90245

Valerie L. Sheaffer
Schulte, Roth & Zabel LLP
900 Third Avenue
New York, NY 10022

Brad C. Epperly
Pingel & Templer, PC
3737 Woodland Avenue, Suite 437
West Des Moines, IA 50266

Charles L. Finke, Esquire
Office of the General Counsel
1200 K Street, N.W.
Washington, DC 20005-4026

Securities & Exchange Commission
1511'& Pennsylvania Ave., N.W.
Washington, DE 20020

District Director
IRS
409 Silverside Road
Wilmington, DE 19809

Securities & Exchange Commi
Atlanta Regional Office
3475 Lenox Rd., N.E., Suite 1(
Atlanta, GA 30326-1232

Secretary of State
Division of Corporations
Franchise Tax, P.O. Box 7040
Dover, DE 19903

Jeffrey W. Courter
Nyemaster, Goode, Voigts, West Hansel
& O'Brien, P..C.
700 Walnut, Suite 1600
Des Moines, IA 50309-3899

Mark G. Claypool
Knox McLaughlin Gornall &
120 West Tenth Street
Erie, PA 16501

Rhonda N. Baird, Esquire
Pension Benefit Guaranty Corporation
Office of Gen.Counsel, 1200 K Street, N.W.
Washington, DE 20005-4026

Susan D. Profant
P.O. Box 25300
Bradenton, FL 34206-5300

Lori Robertson
Linebarger Gogggan Blair Pena &
1949 South IH 35 ('118741)
P.O. Box 17428
Austin, TX 78760-7428

Jerrold S. Kulback
Archer & Greiner, P.C.
One Centennial Sq., E. Euclid Avenue
P.O. Box 3000
Haddonfield, NJ 08033-0968

Marc Fenton, Esquire
Bank One, NA
1 Bank One Plaza, 11th Floor
Chicago, IL 60670

Bill Eggleston, PIDA Office
Commonwealth Keystone Buil
400 North Street, 4th Floor
Harrisburg, PA 17120

Nancy J..Kippenhan
Commonwealth of Pa.Dept.of Community &
Economic Development
400 North Street, 4th Floor
Harrisburg, PA 17120

Robert T. Auglur, Jr.
313 N. Dupont Hwy., Suite 11
PO Box 617
Odessa, DE 19730

S. William Livingston, Jr.
Covington & Burling
1201 Pennsylvania Ave., N. W.
Washington, DC 20004-2401

Special Assistant Attorney General
Missouri Dept of Revenue
301 W. High Street, Room 670
PO Box 475
Jefferson City, MO 65105-0475

Richard Gladstein, Esquire
U.S. Department of Justice
Environmental Enforcement
PO Box 7611
Washington, DC 20044

Secretary of Treasury
P.O. Box 7040
Dover, DE 19903

Jeffrey S. Sabin, Esquire
Schulte, Roth & Zabel
919 Third Avenue
New York, NY 10022

Vivek Melwani, Esquire
Fried, Frank, Harris, Shriver &
One New York Plaza
New York, NY 10004

Patricia Schrage
U.S. Securities and Exchange Commission
Northeast Regional Office
233 Broadway
New York, NY 10279

Jeffrey N. Rich, Esquire
Kirkpatrick & Lockhart LLP
1251 Avenue of the Americas, 45th Floor
New York, NY 10020-1104

Ms. Leah Tremper, Office of Chie
U.S. Nuclear Regulatory Commis
Mail stop T-9E 10, Two White Fli
11545 Rockville Pike
Rockville, MD 20852-2738

Ellis Merschoff, Regional Administrator
U.S. Nuclear Regulatory Commission
Region IV, Harris Tower
611 Ryan Plaza Drive, Suite 400
Arlington, TX 76011-8064

Stuart Treby, Esquire
Office of the General Counsel
U.S. Nuclear Regulatory Commission
Mail stop 0-15D21, One White Flint North
Rockville, MD 20852-2738

John Cordes, Solicitor
U.S. Nuclear Regulatory Com
Mail stop 0-15D21, One White
1555 Rockville Pike
Rockville, MD 20852-2738'

Melvyn Leach
Office of Nuclear Materials Safety & Safeguards
Mail Stop T-8A33, Two White Flint North
11545 Rockville Pike
Rockville, MD 20852-2738

Larry Camper, Chief Decommissioning Branch
Office of Nuclear Materials Safety & Safeguards
Mail stop T-7F27, Two White Flint North
Rockville, MD 20852-2738

Document Control Desk
U.S. Nuclear Reg. Commissio
One White Flint North
11555 Rockville Pike
Rockville, MD 20852-2738

Frances Gecker, Esquire
Freeborn & Peters
311 South Wacker Drive, Suite 3000
Chicago, lllinois 60606-6677

James M. Malley
Angelo, Gordon & Co.
245 Park Avenue, 26'x' Floor
New York, NY 10167

Jeanne M. Jorgensen, Esquire
Allen Matkins Leck Gamble & M:
1900 Main Street, Fifth Floor
Irvine, CA 92614-7321

Claude D. Montgomery, Esquire
Salans Hertzfeld Heilbronn Christy & Viener
Rockefeller Center, 620 Fifth Avenue
New York, NY 10020

G:\Docs\CLIENT\220596\12242\pleading\001
16056.DOC