

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

In re:

SCHOOL SPECIALTY, INC., *et al.*,

Debtors.<sup>1</sup>

Chapter 11

Case No. 13-10125 (KJC)

Jointly Administered

**GLOBAL NOTES, METHODOLOGY AND SPECIFIC  
DISCLOSURES REGARDING THE DEBTORS' SCHEDULES OF  
ASSETS AND LIABILITIES AND STATEMENTS OF FINANCIAL AFFAIRS**

**Introduction**

On January 28, 2013 (the "Petition Date"), School Specialty, Inc. ("SSI") and its affiliated debtors and debtors-in-possession in the above-captioned chapter 11 cases (each a "Debtor," collectively, the "Debtors") filed voluntary petitions for relief under Chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code").

Pursuant to the requirements of Bankruptcy Code Section 521 and Rule 1007 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), the Debtors, with the assistance of their advisors, have filed their respective Schedules of Assets and Liabilities (the "Schedules") and Statements of Financial Affairs (the "Statements") with the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court").

Mr. David Vander Ploeg has signed each of the Schedules and Statements. Mr. Vander Ploeg is the Executive Vice President of SSI and Vice President & Treasurer of all remaining Debtors. In reviewing and signing the Schedules and Statements, Mr. Vander Ploeg has relied upon the efforts, statements and representations of various personnel employed by the Debtors. Mr. Vander Ploeg has not (and could not have) personally verified the accuracy of each statement and representation contained in the Schedules and Statements, including statements and representations concerning amounts owed to creditors.

These Global Notes, Methodology and Specific Disclosures Regarding the Debtors' Schedules of Assets and Liabilities and Statements of Financial Affairs (the "Global Notes") pertain to, are incorporated by reference in and comprise an integral part of each of the Debtors' Schedules and Statements. The Global Notes should be referred to and reviewed in connection with any review of the Schedules and Statements.

<sup>1</sup> The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number and state of incorporation, are: School Specialty, Inc. (Wisc.; 1239), Bird-In-Hand Woodworks, Inc. (N.J.; 8811), Califone International, Inc. (Del.; 3578), Childcraft Education Corp. (N.Y.; 9818), ClassroomDirect.com, LLC (Del.; 2425), Delta Education, LLC (Del.; 8764), Frey Scientific, Inc. (Del.; 3771), Premier Agendas, Inc. (Wash.; 1380), Sax Arts & Crafts, Inc. (Del.; 6436), and Sportime, LLC (Del.; 6939). The address of the Debtors' corporate headquarters is W6316 Design Drive, Greenville, Wisconsin 54942.





The Schedules and Statements do not purport to represent financial statements prepared in accordance with Generally Accepted Accounting Principles in the United States (“GAAP”), nor are they intended to be fully reconciled with the financial statements of each Debtor. Additionally, the Schedules and Statements contain unaudited information that is subject to further review and potential adjustment, and reflect the Debtors’ reasonable best efforts to report the assets and liabilities of each Debtor on an unconsolidated basis.

In preparing the Schedules and Statements, the Debtors relied upon financial data derived from their books and records that was available at the time of such preparation. Although the Debtors have made reasonable efforts to ensure the accuracy and completeness of such financial information, inadvertent errors or omissions, as well as the discovery of conflicting, revised or subsequent information, may cause a material change to the Schedules and Statements. Thus, the Debtors are unable to warrant or represent that the Schedules and Statements are without inadvertent errors, omissions or inaccuracies. Accordingly, the Debtors reserve all of their rights to amend, supplement or otherwise modify the Schedules and Statements as is necessary and appropriate. Notwithstanding the foregoing, the Debtors shall not be required to update the Schedules and Statements.

### **Global Notes and Overview of Methodology**

**Reservation of Rights.** Nothing contained in the Schedules and Statements shall constitute a waiver of the Debtors’ rights or an admission with respect to their chapter 11 cases, including, without limitation, any issues involving substantive consolidation, equitable subordination, offsets or defenses and/or causes of action arising under the provisions of Chapter 5 of the Bankruptcy Code and any other relevant non-bankruptcy laws.

**Description of Cases.** On the Petition Date, the Debtors filed voluntary petitions for relief under Chapter 11 of the Bankruptcy Code. The Debtors are operating their businesses and managing their properties as debtors-in-possession pursuant to Bankruptcy Code Sections 1107(a) and 1108. No trustee or examiner has been requested in these chapter 11 cases.

On January 30, 2013, the Bankruptcy Court entered an *Order Authorizing Joint Administration Pursuant to Bankruptcy Rule 1015 and Local Rule 1015-1* [Docket No. 77] directing the procedural consolidation and joint administration of the Debtors’ chapter 11 cases [Docket No. 77]. On February 5, 2013, the United States Trustee for the District of Delaware appointed the Official Committee of Unsecured Creditors (the “Creditors’ Committee”) [Docket No. 110] pursuant to section 1102(a)(1) of the Bankruptcy Code.

**Net Book Value of Assets.** It would be prohibitively expensive, unduly burdensome and an inefficient use of estate assets for the Debtors to obtain current market valuations for all of their assets. Accordingly, unless otherwise indicated, the Debtors’ Schedules and Statements reflect net book values as of January 27, 2013. Market values of these assets may vary, at some times materially, from the net book value of such assets. Additionally, because the book values of assets such as patents, trademarks and copyrights may materially differ from their fair market values, they are listed as undetermined amounts as of the Petition Date. Furthermore, assets which have fully depreciated or were expensed for accounting purposes do not appear in these Schedules and Statements as they have no net book value.



**Personal Property – Leased.** In the ordinary course of business, the Debtors may lease furniture, fixtures, and office equipment from certain third-party lessors for use in the daily operation of their businesses. Nothing in the Schedules and Statements is or shall be construed as an admission regarding any determination as to the legal status of any lease (including whether any lease is a true lease or a financing arrangement), and the Debtors reserve all of their rights with respect to any such issue.

**Recharacterization.** Notwithstanding the Debtors' reasonable best efforts to properly characterize, classify, categorize or designate certain claims, assets, executory contracts, unexpired leases and other items reported in the Schedules and Statements, the Debtors may nevertheless have improperly characterized, classified, categorized, designated or omitted certain items. Accordingly, the Debtors reserve all of their rights to recharacterize, reclassify, recategorize, redesignate, add or delete items reported in the Schedules and Statements at a later time as is necessary and appropriate, as additional information becomes available.

**Liabilities.** The Debtors allocated liabilities between the prepetition and postpetition periods based on the information and research conducted in connection with the preparation of the Schedules and Statements. As additional information becomes available and further research is conducted, the allocation of liabilities between the prepetition and postpetition periods may change. Accordingly, the Debtors reserve all of their rights to amend, supplement or otherwise modify the Schedules and Statements as is necessary and appropriate.

The liabilities listed on the Schedules do not reflect any analysis of claims under Bankruptcy Code Section 503(b)(9). Accordingly, the Debtors reserve all of their rights to dispute or challenge the validity of any asserted claims under Bankruptcy Code Section 503(b)(9) or the characterization of the structure of any such transaction or any document or instrument related to any creditor's claim.

**Insiders.** For purposes of the Schedules and Statements, the Debtors define "insiders" pursuant to section 101(31) of the Bankruptcy Code to include the following: (a) directors; (b) officers; (c) shareholders holding in excess of 5% of the voting shares of one of the Debtor entities (whether directly or indirectly); (d) relatives of directors, officers or shareholders of the Debtors (to the extent known by the Debtors); (e) persons in control; and (f) Debtor/non-Debtor affiliates.

Persons listed as "insiders" have been included for informational purposes only. The Debtors do not take any position with respect to: (a) such person's influence over the control of the Debtors; (b) the management responsibilities or functions of such individual; (c) the decision-making or corporate authority of such individual; or (d) whether such individual could successfully argue that he or she is not an "insider" under applicable law, including the federal securities laws, or with respect to any theories of liability or for any other purpose.

**Intellectual Property Rights.** Exclusion of certain intellectual property shall not be construed as an admission that such intellectual property rights have been abandoned, terminated, assigned, expired by their terms or otherwise transferred pursuant to a sale, acquisition or other transaction. Conversely, inclusion of certain intellectual property shall not be construed to be an admission that such intellectual property rights have not been abandoned, terminated, assigned, expired by their terms or otherwise transferred pursuant to a sale, acquisition or other transaction.



In addition, although the Debtors have made diligent efforts to attribute intellectual property to the rightful Debtor entity, in certain instances, intellectual property owned by one Debtor may, in fact, be owned by another. Accordingly, the Debtors reserve all of their rights with respect to the legal status of any and all such intellectual property rights.

**Classifications.** Listing a claim on (a) Schedule D as “secured,” (b) Schedule E as “priority,” (c) Schedule F as “unsecured” or (d) listing a contract or lease on Schedule G as “executory” or “unexpired,” does not constitute an admission by the Debtors of the legal rights of the claimant or a waiver of the Debtors’ rights to recharacterize or reclassify such claims or contracts or leases or to setoff of such claims.

**Claims Description.** Schedules D, E and F permit each of the Debtors to designate a claim as “disputed,” “contingent” and/or “unliquidated.” Any failure to designate a claim on a given Debtor’s Schedules as “disputed,” “contingent” or “unliquidated” does not constitute an admission by that Debtor that such amount is not “disputed,” “contingent” or “unliquidated,” or that such claim is not subject to objection. The Debtors reserve all of their rights to dispute, or assert offsets or defenses to, any claim reflected on their respective Schedules and Statements on any grounds, including liability or classification. Additionally, the Debtors expressly reserve all of their rights to subsequently designate such claims as “disputed,” “contingent” or “unliquidated.” Moreover, listing a claim does not constitute an admission of liability by the Debtors.

**Causes of Action.** Despite reasonable efforts, the Debtors may not have identified and/or set forth all of their (filed or potential) causes of action against third parties as assets in their Schedules and Statements. The Debtors reserve all of their rights with respect to any causes of action against third parties and nothing in the Global Notes or the Schedules and Statements shall be deemed a waiver of any such causes of action.

**Employee Addresses.** Employee addresses have been removed from entries listed on Schedules E, F & G. These addresses are available upon request of the Office of the United States Trustee and the Bankruptcy Court.

**Consolidated Accounts Payable.** The Debtors maintain a consolidated accounts payable system with the exception of Califone International, Inc. As such all outstanding liabilities related to accounts payable are listed on Schedule F of Debtor School Specialty, Inc. with the exception of Califone International, Inc.

**Inter-Company Balances.** The Debtors did not maintain pre-petition segregated balances for amounts owed between individual Debtors. No inter-company obligations related amounts payable / receivable between Debtors are included in response to Schedule B16 or Schedule F. Additionally, no response has been provided for Statement question 3C as it relates to payments made between Debtors.

**Excluded Tax Refunds.** The Debtors have notified several taxing authorities to use outstanding tax refunds to offset future tax liabilities. These tax refunds have not been included in response to Schedule B18.



**Summary of Significant Reporting Policies.** The following is a summary of significant reporting policies:

- a. **Undetermined Amounts.** The description of an amount as “unknown,” “TBD” or “undetermined” is not intended to reflect upon the materiality of such amount.
- b. **Totals.** All totals that are included in the Schedules and Statements represent totals of all known amounts. To the extent there are unknown or undetermined amounts, the actual total may be different than the listed total.
- c. **Paid Claims.** The Debtors have authority to pay certain outstanding prepetition payables pursuant to various Bankruptcy Court orders (the “Prepetition Payment Orders”). Accordingly, certain outstanding liabilities may have been reduced by postpetition payments made on account of prepetition liabilities. In most instances, as applicable, the Debtors have omitted listing those prepetition liabilities which have been fully satisfied prior to the filing of these Schedules or reduced the remaining liability to reflect payments described herein. To the extent the Debtors pay any of the liabilities listed in the Schedules pursuant to the Prepetition Payment Orders, the Debtors reserve all of their rights to amend or supplement the Schedules or take other action as is necessary and appropriate to avoid over-payment of or duplicate payments for any such liabilities.
- d. **Excluded Assets and Liabilities.** The Debtors have excluded certain accrued liabilities, including accrued salaries and employee benefits and tax accruals from the Schedules. Certain other immaterial assets and liabilities may also have been excluded.
- e. **Liens.** Property, inventory and equipment listed in the Schedules are presented without consideration of any liens that may attach (or have attached) to such property and equipment.
- f. **Currency.** Unless otherwise indicated, all amounts are reflected in U.S. dollars.

**Setoffs.** The Debtors incur certain setoffs and other similar rights during the ordinary course of business. Offsets in the ordinary course can result from various items, including, without limitation, intercompany transactions, pricing discrepancies, returns, warranties, and other disputes between the Debtors and their customers and/or suppliers. These offsets and other



similar rights are consistent with the ordinary course of business in the Debtors' industry and are not tracked separately. Therefore, although such offsets and other similar rights may have been accounted for when certain amounts were included in the Schedules, offsets are not independently accounted for, and as such, are excluded from the Schedules. Notwithstanding the foregoing, the Debtors have not reviewed the validity of the aforementioned setoff rights and hereby reserve all rights to challenge such setoff rights.

**Global Notes Control.** In the event that the Schedules and Statements differ from the foregoing Global Notes, the Global Notes shall control.

### **Specific Disclosures with Respect to the Debtors' Schedules**

**Schedule A.** For those Debtors that own real property, such owned real estate is reported at book value, net of accumulated depreciation. The Debtors may have listed certain assets as real property when such assets are in fact personal property, or the Debtors may have listed certain assets as personal property when such assets are in fact real property. The Debtors reserve all of their rights to recategorize and/or recharacterize such asset holdings to the extent the Debtors determine that such holdings were improperly listed.

**Schedule B "as of" Dates.** Unless indicated otherwise, asset values described in Schedule B are representative of values reflected on the Debtors' January 27, 2013 balance sheet.

**Schedule B1 and B2.** Details with respect to the Debtors' cash management system and bank accounts are provided in the *Debtors' Motion for an Order (I) Approving Continued Use of the Debtors' Existing Cash Management System, (II) Authorizing Use of Existing Bank Accounts and Checks, (III) Waiving the Requirements of 11 U.S.C. § 345(B) on an Interim Basis, and (IV) Authorizing Continuance of Postpetition Intercompany Transactions* [Docket No. 8] (the "Cash Management Motion").

**Schedule B3.** The Bankruptcy Court, pursuant to the *Motion for an Order Pursuant to Section 366 of the Bankruptcy Code (I) Prohibiting Utility Companies From Altering, Refusing, or Discontinuing Utility Services, (II) Deeming Utility Companies Adequately Assured of Future Performance, (III) Establishing Procedures for Determining Adequate Assurance of Payment; and (IV) Setting a Final Hearing Related Thereto* [Docket No. 5], has authorized the Debtors to provide adequate assurance of payment for future utility services, including a deposit in the amount of \$330,000.00. Such deposits are not listed on Schedule B3, which was prepared as of the Petition Date.

**Schedule B4.** Unless indicated otherwise in a Debtor's specific response to Schedule B4, the Debtors have included a comprehensive response to Schedule B4 in Schedules B28 and B29.

**Schedule B9.** Additional information regarding the insurance policies listed on Schedule B9 is available in the *Debtors' Motion for Order (I) Authorizing the Debtors (A) to Continue Existing Insurance Policies and Agreements Related Thereto and (B) To Honor Certain Prepetition Obligations in Respect Thereof and (II) Granting Related Relief* [Docket No. 7].

**Schedules B13 and B14.** Ownership interests in subsidiaries, partnerships and joint ventures have been listed in Schedules B13 and B14 as an undetermined amount on account of the fact



that the fair market value of such ownership is dependent on numerous variables and factors and may differ significantly from their net book value.

**Schedule B16.** The Debtors have disclosed the net book value with respect to accounts receivable listed on Schedule B16, which represents the amount of the accounts receivable netted by any “doubtful accounts.” For purposes of Schedule B16, “doubtful accounts” are those accounts that the Debtors have identified as unlikely to be paid given the amount of time such accounts have been outstanding.

**Schedule B21.** In the ordinary course of their businesses, the Debtors may have accrued, or may subsequently accrue, certain rights to causes of action, counterclaims, setoffs, refunds with their customers and suppliers or potential warranty claims against their suppliers. Additionally, certain of the Debtors may be a party to pending litigation in which the Debtors have asserted, or may assert, causes of action as a plaintiff or counter-claims as a defendant. To the extent such rights are known and quantifiable, they are listed on Schedule B21; however, any such rights which are unknown to the Debtors or not quantifiable as of the Petition Date are not listed on Schedule B21.

**Schedules B28 and B29.** For purposes of Schedules B28 and B29, the value of certain assets may be included in a fixed asset group or certain assets with a net book value of zero may not be set forth on Schedule B28 or B29.

**Schedule B30.** Unless otherwise stated in a specific Debtor’s Schedule B30, book value is presented net of inventory reserves.

**Schedule D.** The claims listed on Schedule D arose or were incurred on various dates; a determination of the date upon which each claim arose or was incurred would be unduly burdensome and cost prohibitive. Accordingly, not all such dates are included for each claim. All claims listed on Schedule D, however, appear to have arisen or been incurred before the Petition Date.

Except as otherwise agreed pursuant to a stipulation or order entered by the Bankruptcy Court, the Debtors reserve their rights to dispute or challenge the validity, perfection or immunity from avoidance of any lien purported to be granted or perfected in any specific asset of a secured creditor listed on Schedule D of any Debtor. Moreover, although the Debtors have scheduled claims of various creditors as secured claims, the Debtors reserve all of their rights to dispute or challenge the secured nature of any such creditor’s claim or the characterization of the structure of any such transaction or any document or instrument related to such creditor’s claim. The descriptions provided in Schedule D are solely intended to be a summary – and not an admission – of liability.

On January 31, 2013, the Bankruptcy Court entered the *Interim Order (I) Authorizing Debtors to (A) Obtain Postpetition Financing Pursuant to 11 U.S.C. §§ 105, 361, 362, 364(c)(1), 364(c)(3), 364(d)(1), 364(e) and 507, (B) Utilize Cash Collateral Pursuant to 11 U.S.C. § 363, (C) Grant Priming Liens and Superpriority Claims to the DIP Lenders, (D) Provide Adequate Protection to Prepetition Secured Parties Pursuant to 11 U.S.C. §§ 361, 362, 363 and 364, and (E) Repay in Full Amounts Owed in Connection With the*



*Prepetition Secured Loans or Otherwise Converting the Prepetition Secured Obligations Into Postpetition Secured Obligations, (II) Scheduling a Final Hearing Pursuant to Bankruptcy Rules 4001(b) and (c) and (III) Granting Related Relief [Docket No. 86] (the “Interim DIP Order”)*

Reference to the applicable loan agreements and related documents is necessary for a complete description of the collateral and the nature, extent and priority of liens. Nothing in the Global Notes or the Schedules and Statements shall be deemed a modification or interpretation of the terms of such agreements. Except as specifically stated herein, real property lessors, utility companies and other parties that may hold security deposits have not been listed on Schedule D. The Debtors reserve all of their rights to amend Schedule D to the extent that the Debtors determine that any claims associated with such agreements should be reported on Schedule D. Nothing herein shall be construed as an admission by the Debtors of the legal rights of the claimant or a waiver of the Debtors’ rights to recharacterize or reclassify such claim or contract.

Moreover, the Debtors have not included on Schedule D parties that may believe their claims are secured through setoff rights or inchoate statutory lien rights. Where an administrative agent serves with respect to any prepetition secured debt, only the administrative agent is listed as the creditor on Schedule D and not any other parties who may hold a portion of the debt.

**Schedule E.** The Bankruptcy Court has authorized the Debtors, in their discretion, to pay certain liabilities that may be entitled to priority under the applicable provisions of the Bankruptcy Code. For example, on January 30, 2013, the Bankruptcy Court entered the *Interim Order (A) Authorizing, But Not Directing, the Debtors to Pay Certain Prepetition Wages, Compensation, and Employee Benefits and Continue Payment of Wages, Compensation, and Employee Benefits in the Ordinary Course of Business; and (B) Authorizing and Directing Applicable Banks and Other Financial Institutions to Process and Pay All Checks Presented for Payment and to Honor All Funds Transfer Requests Made by the Debtors Relating to the Foregoing* [Docket No. 75], authorizing the Debtors to pay or honor certain prepetition obligations with respect to employee wages, salaries and other compensation, reimbursable employee expenses and employee medical and similar benefits on an interim basis. Additionally, on January 30, 2013, the Bankruptcy Court entered the *Order Pursuant to Sections 105(a), 363(b), 541, and 507(a)(8) of the Bankruptcy Code Authorizing (I) Payment of Certain Prepetition Taxes and Fees, and (II) Financial Institutions to Process and Cash Related Checks and Transfers* [Docket No. 72], authorizing the Debtors to pay or honor certain prepetition obligations owed to taxing authorities. The Debtors’ are seeking final approval for additional payments with respect to employee wages. To the extent such claims have been paid or may be paid pursuant to further Bankruptcy Court order, they may not be included on Schedule E.

The claims listed on Schedule E arose or were incurred on various dates; a determination of the date upon which each claim arose or was incurred would be unduly burdensome and cost prohibitive. Accordingly, not all such dates are included for each claim. All claims listed on Schedule E, however, appear to have arisen or to have been incurred before the Petition Date.

**Schedule F.** The Debtors have used best reasonable efforts to report all general unsecured claims against the Debtors on Schedule F based upon the Debtors’ existing books and records as of the Petition Date. The claims of individual creditors for, among other things, products, goods or services are listed as either the lower of the amounts invoiced by such creditor or the amounts entered on the Debtors’ books and records and may not reflect credits or allowances due from



such creditors to the applicable Debtor. The Debtors reserve all of their rights with respect to any such credits and allowances including the right to assert objections and/or setoffs with respect to same. Schedule F does not include certain deferred charges, deferred liabilities, accruals or general reserves. Such amounts are, however, reflected on the Debtors' books and records as required in accordance with GAAP. Such accruals are general estimates of liabilities and do not represent specific claims as of the Petition Date. The Debtors have made every effort to include as a contingent, unliquidated or disputed the claim of any vendor not included on the Debtors' open accounts payable that is associated with an account that has an accrual or receipt not invoiced.

The Bankruptcy Court has authorized the Debtors to pay, in their discretion, certain non-priority unsecured claims on a postpetition basis. For example, on January 30, 2013, the Bankruptcy Court entered the *Order Authorizing the Debtors to Honor Certain Prepetition Customer Obligations and to Continue Prepetition Customer Programs and Practices in the Ordinary Course of Business* [Docket No. 76] (the "Customer Programs Order"). Additionally, on January 30, 2013, the Bankruptcy Court entered the *Interim Order Authorizing the Debtors to Pay Prepetition Claims of Certain Critical Vendors, Foreign Suppliers, Freight Carriers and Section 503(B)(9) Claimants* [Docket No. 79] (the "Shippers Order"). Each Debtor's Schedule F may reflect the Debtor's payment of certain claims pursuant to the Customer Programs Order or the Shippers Order, and, to the extent an unsecured claim has been paid or may be paid, it is possible such claim is not included on Schedule F. Certain Debtors may pay additional claims listed on Schedule F during this chapter 11 case pursuant to these and other orders of the Bankruptcy Court and reserve all of their rights to update Schedule F to reflect such payments.

Schedule F contains information regarding pending litigation involving the Debtors. In certain instances, the amount that is the subject of the litigation is uncertain or undetermined. The dollar amount of potential claims associated with any such pending litigation is listed as "undetermined" and marked as contingent, unliquidated and disputed in the Schedules and Statements.

Schedule F also includes potential or threatened legal disputes that are not formally recognized by an administrative, judicial or other adjudicative forum due to certain procedural conditions that counterparties have yet to satisfy. Any information contained in Schedule F with respect to such potential litigation shall not be a binding representation of the Debtors' liabilities with respect to any of the potential suits and proceedings included therein.

Schedule F reflects unsecured claims that a Debtor may have against another Debtor on account of intercompany receivables and payables. To the extent a Debtor has a claim against another Debtor on account of the Debtors' prepetition secured facilities, these claims are not reflected on Schedule F.

The Debtors believe that their prepetition secured lenders are undersecured; however, Schedule F does not reflect any unsecured deficiency claims that such prepetition secured lenders may have.

To the extent they are known, Schedule F reflects the prepetition amounts owing to counterparties to executory contracts and unexpired leases. Such prepetition amounts, however, may be paid in connection with the assumption or the assumption and assignment of an executory contract or unexpired lease. Additionally, Schedule F does not include potential



rejection damage claims, if any, of the counterparties to executory contracts and unexpired leases that may be rejected.

**Schedule G.** The Debtors' businesses are complex. Although the Debtors' existing books, records and financial systems have been relied upon to identify and schedule executory contracts and unexpired leases at each of the Debtors and diligent efforts have been made to ensure the accuracy of each Debtor's Schedule G, inadvertent errors, omissions or over-inclusion may have occurred. Certain information, such as the contact information of the counter-party, may not be included where such information could not be obtained using the Debtors' reasonable efforts.

Listing a contract or lease on Schedule G does not constitute an admission that such contract or lease is an executory contract or unexpired lease or that such contract or lease was in effect on the Petition Date or is valid or enforceable. The Debtors hereby reserve all of their rights to dispute the validity, status or enforceability of any contracts, leases or other agreements set forth on Schedule G and to amend or supplement Schedule G as necessary. Certain of the contracts and leases listed on Schedule G may contain certain renewal options, guarantees of payment, indemnifications, options to purchase, rights of first refusal and other miscellaneous rights. Such rights, powers, duties and obligations are not set forth separately on Schedule G.

Certain confidentiality or non-disclosure agreements may not be listed on Schedule G. The Debtors reserve all of their rights with respect to such agreements.

Certain of the contracts and leases listed on Schedule G may consist of several parts, including, purchase orders, amendments, restatements, waivers, letters and other documents that may not be listed on Schedule G or that may be listed as a single entry. The Debtors expressly reserve their rights to challenge whether such related materials constitute an executory contract or unexpired lease, a single contract or lease or multiple, severable or separate contracts or leases.

The contracts, leases and other agreements listed on Schedule G may have expired or may have been modified, amended or supplemented from time to time by various amendments, restatements, waivers, estoppel certificates, letters, memoranda and other documents, instruments and agreements that may not be listed therein despite the Debtors' use of reasonable efforts to identify such documents. In some cases, the same supplier or provider appears multiple times on Schedule G. This multiple listing is intended to reflect distinct agreements between the applicable Debtor and such supplier or provider.

The Debtors reserve all of their rights, claims and causes of action with respect to the contracts and leases on Schedule G, including the right to dispute or challenge the characterization of the structure of any transaction or any document or instrument related to a creditor's claim.

In addition, the Debtors may have entered into various other types of agreements in the ordinary course of their businesses, such as subordination, nondisturbance and attornment agreements, supplemental agreements, amendments/letter agreements, title agreements and confidentiality agreements. Such documents may not be set forth on Schedule G. Further, the Debtors reserve all of their rights to alter or amend these Schedules to the extent that additional information regarding the Debtor obligor to such executory contracts or unexpired leases becomes available. Certain of the executory contracts or unexpired leases may not have been memorialized and



could be subject to dispute. Executory contracts that are oral in nature have not been included on Schedule G.

Omission of a contract or lease from Schedule G does not constitute an admission that such omitted contract or lease is not an executory contract or unexpired lease. The Debtors' rights under the Bankruptcy Code with respect to any such omitted contracts or leases are not impaired by the omission.

The listing of any contract or lease on Schedule G does not constitute an admission by the Debtors as to the validity of any such contract or lease or an admission that such contract or lease is an executory contract or unexpired lease. The Debtors reserve all of their rights to dispute the effectiveness of any such contract or lease listed on Schedule G or to amend Schedule G at any time to remove any contract or lease.

**Schedule H.** For purposes of Schedule H, the Debtors that are either the principal obligors or guarantors under the prepetition secured credit facilities are listed as co-Debtors on Schedule H. The Debtors may not have identified certain guarantees associated with the Debtors' executory contracts, unexpired leases, secured financings, debt instruments and other such agreements. The Debtors reserve all of their rights to amend the Schedules to the extent that additional guarantees are identified or such guarantees are discovered to have expired or be unenforceable.

Where an administrative agent serves with respect to any debt as to which there are co-debtors, only the administrative agent is listed as the creditor on Schedule H and not any other parties who may hold a portion of the debt.

In the ordinary course of their businesses, the Debtors may be involved in pending or threatened litigation. These matters may involve multiple plaintiffs and defendants, some or all of whom may assert cross-claims and counter-claims against other parties. Because all such claims are contingent, disputed or unliquidated, such claims have not been set forth individually on Schedule H. Litigation matters can be found on each Debtor's Schedule F and Statement 4a, as applicable.

### **Specific Disclosures with Respect to the Debtors' Statements**

**Statement 1.** The amounts listed in Statement 1 reflect the gross revenue for the fiscal years 2011, 2012 and the year to date portion of fiscal year 2013 of each Debtor as such amount is calculated in the Debtors' records.

**Statement 3b.** Statement 3b includes any disbursement or other transfer made by the Debtors except for those made to insiders (see Statement 3c), employees and bankruptcy professionals (see Statement 9). The amounts listed in Statement 3b reflect the Debtors' disbursements netted against any check level detail; thus, to the extent a disbursement was made to pay for multiple invoices, only one entry has been listed on Statement 3b. All disbursements listed on Statement 3b are made through the Debtors' cash management system. Additionally, all disbursement information reported in Statement 3b for a specific Debtor pertains to the bank accounts maintained by that respective Debtor.



**Statement 4a.** Information provided in Statement 4a includes only those legal disputes and administrative proceedings that are formally recognized by an administrative, judicial or other adjudicative forum. In the Debtors' attempt to provide full disclosure, to the extent a legal dispute or administrative proceeding is not formally recognized by an administrative, judicial or other adjudicative forum due to certain procedural conditions that counterparties have yet to satisfy, the Debtors have identified such matters on Schedule F for the applicable Debtor. Additionally, any information contained in Statement 4a shall not be a binding representation of the Debtors' liabilities with respect to any of the suits and proceedings identified therein.

**Statement 8.** The Debtors occasionally incur losses for a variety of reasons, including theft and property damage. The Debtors, however, may not have records of all such losses as to the extent such losses do not have a material impact on the Debtors' businesses or are not reported for insurance purposes.

**Statement 9.** Although all of the Debtors retained or paid the entities and individuals who provided consultation concerning debt consolidation, relief under the Bankruptcy Code or preparation of a petition in bankruptcy within one year immediately preceding the Petition Date, all of the payments, or property transferred by or on behalf of a Debtor for such services, were made by School Specialty, Inc. and are therefore listed on that Debtor's response to Statement 9.

**Statement 18a.** With respect to information provided in Statement 18a, the Debtors have, where applicable, disclosed the address of each Debtor's main center of operations or headquarters, and have not included information regarding any related manufacturing, warehousing or storage facilities, or any other site or location where a portion of a Debtor's business operations are conducted.

**Statement 19d.** The Debtors have provided financial statements in the ordinary course of their businesses to numerous financial institutions, creditors and other parties within two years immediately before the Petition Date. Considering the number of such recipients and the possibility that such information may have been shared with parties without the Debtors' knowledge or consent, the Debtors have not disclosed any parties that may have received such financial statements for the purposes of Statement 19d.

**Statement 20a.** The Debtor elects to use cycle counting procedures instead of taking a complete physical inventory of all items. All items are counted at least once over the course of the fiscal period with most items being counted multiple times. If accuracy falls below the minimum requirements a physical inventory would be required prior to returning to the cycle counting process.

**Statement 23.** Unless otherwise indicated in a Debtor's specific response to Statement 23, the Debtors have included a comprehensive response to Statement 23 in Statement 3c.

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B7 (Official Form 7) (12/12)

**UNITED STATES BANKRUPTCY COURT**

District Of Delaware

In re: Califone International, Inc.,  
DebtorCase No. 13-10127 (KJC)  
(if known)**STATEMENT OF FINANCIAL AFFAIRS**

This statement is to be completed by every debtor. Spouses filing a joint petition may file a single statement on which the information for both spouses is combined. If the case is filed under chapter 12 or chapter 13, a married debtor must furnish information for both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed. An individual debtor engaged in business as a sole proprietor, partner, family farmer, or self-employed professional, should provide the information requested on this statement concerning all such activities as well as the individual's personal affairs. To indicate payments, transfers and the like to minor children, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See 11 U.S.C. § 112 and Fed. R. Bankr. P. 1007(m).

Questions 1 - 18 are to be completed by all debtors. Debtors that are or have been in business, as defined below, also must complete Questions 19 - 25. **If the answer to an applicable question is "None," mark the box labeled "None."** If additional space is needed for the answer to any question, use and attach a separate sheet properly identified with the case name, case number (if known), and the number of the question.

*DEFINITIONS*

*"In business."* A debtor is "in business" for the purpose of this form if the debtor is a corporation or partnership. An individual debtor is "in business" for the purpose of this form if the debtor is or has been, within six years immediately preceding the filing of this bankruptcy case, any of the following: an officer, director, managing executive, or owner of 5 percent or more of the voting or equity securities of a corporation; a partner, other than a limited partner, of a partnership; a sole proprietor or self-employed full-time or part-time. An individual debtor also may be "in business" for the purpose of this form if the debtor engages in a trade, business, or other activity, other than as an employee, to supplement income from the debtor's primary employment.

*"Insider."* The term "insider" includes but is not limited to: relatives of the debtor; general partners of the debtor and their relatives; corporations of which the debtor is an officer, director, or person in control; officers, directors, and any persons in control of a corporate debtor and their relatives; affiliates of the debtor and insiders of such affiliates; and any managing agent of the debtor. 11 U.S.C. § 101(2), (31).

**1. Income from employment or operation of business**

None

☐

State the gross amount of income the debtor has received from employment, trade, or profession, or from operation of the debtor's business, including part-time activities either as an employee or in independent trade or business, from the beginning of this calendar year to the date this case was commenced. State also the gross amounts received during the **two years** immediately preceding this calendar year. (A debtor that maintains, or has maintained, financial records on the basis of a fiscal rather than a calendar year may report fiscal year income. Identify the beginning and ending dates of the debtor's fiscal year.) If a joint petition is filed, state income for each spouse separately. (Married debtors filing under chapter 12 or chapter 13 must state income of both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

AMOUNT

SOURCE



In re: Califone International, Inc.

Case No. 13-10127 (KJC)

## AMOUNT

\$11,551,597.86

\$17,463,503.65

\$19,973,668.59

## SOURCE

Income from Operations 04/29/2012 through 01/27/2013

Income from Operations 05/01/2011 through 04/28/2012

Income from Operations 04/25/2010 through 04/30/2011

**2. Income other than from employment or operation of business**

None



State the amount of income received by the debtor other than from employment, trade, profession, operation of the debtor's business during the **two years** immediately preceding the commencement of this case. Give particulars. If a joint petition is filed, state income for each spouse separately. (Married debtors filing under chapter 12 or chapter 13 must state income for each spouse whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

## AMOUNT

## SOURCE

**3. Payments to creditors***Complete a. or b., as appropriate, and c.*

None



a. *Individual or joint debtor(s) with primarily consumer debts:* List all payments on loans, installment purchases of goods or services, and other debts to any creditor made within **90 days** immediately preceding the commencement of this case unless the aggregate value of all property that constitutes or is affected by such transfer is less than \$600. Indicate with an asterisk (\*) any payments that were made to a creditor on account of a domestic support obligation or as part of an alternative repayment schedule under a plan by an approved nonprofit budgeting and creditor counseling agency. (Married debtors filing under chapter 12 or chapter 13 must include payments by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR

DATES OF  
PAYMENTSAMOUNT  
PAIDAMOUNT  
STILL OWING

None



b. *Debtor whose debts are not primarily consumer debts:* List each payment or other transfer to any creditor made within **90 days** immediately preceding the commencement of the case unless the aggregate value of all property that constitutes or is affected by such transfer is less than \$5,850\*. If the debtor is an individual, indicate with an asterisk (\*) any payments that were made to a creditor on account of a domestic support obligation or as part of an alternative repayment schedule under a plan by an approved nonprofit budgeting and credit counseling agency. (Married debtors filing under chapter 12 or chapter 13 must include payments and other transfers by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)



In re: Califone International, Inc.

Case No. 13-10127 (KJC)

NAME AND ADDRESS OF CREDITOR	DATES OF PAYMENTS/ TRANSFERS	AMOUNT PAID OR VALUE OF TRANSFERS	AMOUNT STILL OWING
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See Attached Rider

See specific disclosures with respect to the Debtors' Statements, Statement 3b.

None



c. *All debtors:* List all payments made within **one year** immediately preceding the commencement of this case to or for the benefit of creditors who are or were insiders. (Married debtors filing under chapter 12 or chapter 13 must include payments by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR AND RELATIONSHIP TO DEBTOR	DATE OF PAYMENT	AMOUNT PAID	AMOUNT STILL OWING
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**4. Suits and administrative proceedings, executions, garnishments and attachments**

None



a. List all suits and administrative proceedings to which the debtor is or was a party within **one year** immediately preceding the filing of this bankruptcy case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

CAPTION OF SUIT AND CASE NUMBER	NATURE OF PROCEEDING	COURT OR AGENCY AND LOCATION	STATUS OR DISPOSITION
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See Attached Rider

None



b. Describe all property that has been attached, garnished or seized under any legal or equitable process within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF PERSON FOR WHOSE BENEFIT PROPERTY WAS SEIZED	DATE OF SEIZURE	DESCRIPTION AND VALUE OF PROPERTY
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**5. Repossessions, foreclosures and returns**

None



List all property that has been repossessed by a creditor, sold at a foreclosure sale, transferred through a deed in lieu of foreclosure or returned to the seller, within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)



In re: Califone International, Inc.

Case No. 13-10127 (KJC)

NAME AND ADDRESS OF CREDITOR OR SELLER	DATE OF REPOSSESSION, FORECLOSURE SALE, TRANSFER OR RETURN	DESCRIPTION AND VALUE OF PROPERTY
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**6. Assignments and receiverships**

None



a. Describe any assignment of property for the benefit of creditors made within **120 days** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include any assignment by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF ASSIGNEE	DATE OF ASSIGNMENT	TERMS OF ASSIGNMENT OR SETTLEMENT
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None



b. List all property which has been in the hands of a custodian, receiver, or court-appointed official within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CUSTODIAN	NAME AND LOCATION OF COURT CASE TITLE & NUMBER	DATE OF ORDER	DESCRIPTION AND VALUE OF PROPERTY
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**7. Gifts**

None



List all gifts or charitable contributions made within **one year** immediately preceding the commencement of this case except ordinary and usual gifts to family members aggregating less than \$200 in value per individual family member and charitable contributions aggregating less than \$100 per recipient. (Married debtors filing under chapter 12 or chapter 13 must include gifts or contributions by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF PERSON OR ORGANIZATION	RELATIONSHIP TO DEBTOR, IF ANY	DATE OF GIFT	DESCRIPTION AND VALUE OF GIFT
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See Attached Rider

**8. Losses**



In re: Califone International, Inc.

Case No. 13-10127 (KJC)

None ☒ List all losses from fire, theft, other casualty or gambling within **one year** immediately preceding the commencement of this case **or since the commencement of this case**. (Married debtors filing under chapter 12 or chapter 13 must include losses by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

DESCRIPTION AND VALUE OF PROPERTY	DESCRIPTION OF CIRCUMSTANCES AND, IF LOSS WAS COVERED IN WHOLE OR IN PART BY INSURANCE, GIVE PARTICULARS	DATE OF LOSS
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#### 9. Payments related to debt counseling or bankruptcy

None ☒ List all payments made or property transferred by or on behalf of the debtor to any persons, including attorneys, for consultation concerning debt consolidation, relief under the bankruptcy law or preparation of a petition in bankruptcy within **one year** immediately preceding the commencement of this case.

NAME AND ADDRESS OF PAYEE	DATE OF PAYMENT, NAME OF PAYER IF OTHER THAN DEBTOR	AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY
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#### 10. Other transfers

None ☒ a. List all other property, other than property transferred in the ordinary course of the business or financial affairs of the debtor, transferred either absolutely or as security within **two years** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include transfers by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF TRANSFEREE, RELATIONSHIP TO DEBTOR	DATE	DESCRIBE PROPERTY TRANSFERRED AND VALUE RECEIVED
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None ☒ b. List all property transferred by the debtor within **ten years** immediately preceding the commencement of this case to a self-settled trust or similar device of which the debtor is a beneficiary.

NAME OF TRUST OR OTHER DEVICE	DATE(S) OF TRANSFER(S)	AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY OR DEBTOR'S INTEREST IN PROPERTY
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#### 11. Closed financial accounts



In re: Califone International, Inc.

Case No. 13-10127 (KJC)

None



List all financial accounts and instruments held in the name of the debtor or for the benefit of the debtor which were closed, sold, or otherwise transferred within **one year** immediately preceding the commencement of this case. Include checking, savings, or other financial accounts, certificates of deposit, or other instruments; shares and share accounts held in banks, credit unions, pension funds, cooperatives, associations, brokerage houses and other financial institutions. (Married debtors filing under chapter 12 or chapter 13 must include information concerning accounts or instruments held by or for either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF INSTITUTION	TYPE OF ACCOUNT, LAST FOUR DIGITS OF ACCOUNT NUMBER, AND AMOUNT OF FINAL BALANCE	AMOUNT AND DATE OF SALE OR CLOSING
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**12. Safe deposit boxes**

None



List each safe deposit or other box or depository in which the debtor has or had securities, cash, or other valuables within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include boxes or depositories of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF BANK OR OTHER DEPOSITORY	NAMES AND ADDRESSES OF THOSE WITH ACCESS TO BOX OR DEPOSITORY	DESCRIPTION OF CONTENTS	DATE OF TRANSFER OR SURRENDER, IF ANY
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**13. Setoffs**

None



List all setoffs made by any creditor, including a bank, against a debt or deposit of the debtor within **90 days** preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR	DATE OF SETOFF	AMOUNT OF SETOFF
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The Debtors routinely incur certain setoffs, recoupment, and other similar acts from customers or suppliers in the ordinary course of business. Setoffs in the ordinary course can result from various items, including, but not limited to, intercompany transactions, pricing discrepancies, returns, warranties, and other disputes between the Debtors and their customers and/or suppliers. These normal setoffs and other similar acts are consistent with the ordinary course of business in the industry in which the Debtors operate and can be particularly voluminous, making it unduly burdensome and costly for the Debtors to list such ordinary course setoffs. Therefore, although such setoffs and other similar rights may have been accounted for when scheduling certain amounts, setoffs are not independently accounted for, and as such, are excluded from the Schedules and Statements.

**14. Property held for another person**



In re: Califone International, Inc.

Case No. 13-10127 (KJC)

None ☐ List all property owned by another person that the debtor holds or controls.

☐

NAME AND ADDRESS  
OF OWNER

MBM Leasing  
620 North Lynndale Dr.  
Appleton, WI 54914  
United States

DESCRIPTION AND  
VALUE OF PROPERTY

1 Leased Copier/Printer -  
Undetermined

LOCATION OF PROPERTY

San Fernando, CA

#### 15. Prior address of debtor

None

☒

If debtor has moved within **three years** immediately preceding the commencement of this case, list all premises which the debtor occupied during that period and vacated prior to the commencement of this case. If a joint petition is filed, report also any separate address of either spouse.

ADDRESS

NAME USED

DATES OF OCCUPANCY

#### 16. Spouses and Former Spouses

None

☒

If the debtor resides or resided in a community property state, commonwealth, or territory (including Alaska, Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington, or Wisconsin) within **eight years** immediately preceding the commencement of the case, identify the name of the debtor's spouse and of any former spouse who resides or resided with the debtor in the community property state.

NAME

#### 17. Environmental Information

For the purpose of this question, the following definitions apply:

"Environmental Law" means any federal, state, or local statute or regulation regulating pollution, contamination, releases of hazardous or toxic substances, wastes or material into the air, land, soil, surface water, groundwater, or other medium, including, but not limited to, statutes or regulations regulating the cleanup of these substances, wastes, or material.

"Site" means any location, facility, or property as defined under any Environmental Law, whether or not presently or formerly owned or operated by the debtor, including, but not limited to, disposal sites.

"Hazardous Material" means anything defined as a hazardous waste, hazardous substance, toxic substance, hazardous material, pollutant, or contaminant or similar term under an Environmental Law.



In re: Califone International, Inc.

Case No. 13-10127 (KJC)

- None ☐ a. List the name and address of every site for which the debtor has received notice in writing by a governmental unit that it may be liable or potentially liable under or in violation of an Environmental Law. Indicate the governmental unit, the date of the notice, and, if known, the Environmental Law:

SITE NAME AND ADDRESS	NAME AND ADDRESS OF GOVERNMENTAL UNIT	DATE OF NOTICE	ENVIRONMENTAL LAW
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See Attached Rider

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- None ☒ b. List the name and address of every site for which the debtor provided notice to a governmental unit of a release of Hazardous Material. Indicate the governmental unit to which the notice was sent and the date of the notice.

SITE NAME AND ADDRESS	NAME AND ADDRESS OF GOVERNMENTAL UNIT	DATE OF NOTICE	ENVIRONMENTAL LAW
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- None ☐ c. List all judicial or administrative proceedings, including settlements or orders, under any Environmental Law with respect to which the debtor is or was a party. Indicate the name and address of the governmental unit that is or was a party to the proceeding, and the docket number.

NAME AND ADDRESS OF GOVERNMENTAL UNIT	DOCKET NUMBER	STATUS OR DISPOSITION
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See Attached Rider

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#### 18. Nature, location and name of business

- None ☐ a. *If the debtor is an individual*, list the names, addresses, taxpayer-identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was an officer, director, partner, or managing executive of a corporation, partner in a partnership, sole proprietor, or was self-employed in a trade, profession, or other activity either full- or part-time within **six years** immediately preceding the commencement of this case, or in which the debtor owned 5 percent or more of the voting or equity securities within **six years** immediately preceding the commencement of this case.

*If the debtor is a partnership*, list the names, addresses, taxpayer-identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was a partner or owned 5 percent or more of the voting or equity securities, within **six years** immediately preceding the commencement of this case.

*If the debtor is a corporation*, list the names, addresses, taxpayer-identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was a partner or owned 5 percent or more of the voting or equity securities within **six years** immediately preceding the commencement of this case.



In re: Califone International, Inc.

Case No. 13-10127 (KJC)

NAME	LAST FOUR DIGITS OF SOCIAL-SECURITY OR OTHER INDIVIDUAL TAXPAYER-I.D. NO. (ITIN)/ COMPLETE EIN	ADDRESS	NATURE OF BUSINESS	BEGINNING AND ENDING DATES
Califone	56-2003578	1145 Arroyo Avenue #A San Fernando, CA 91340 United States	Califone International, Inc. - dba	Current

None



b. Identify any business listed in response to subdivision a., above, that is "single asset real estate" as defined in 11 U.S.C. § 101.

NAME

ADDRESS

The following questions are to be completed by every debtor that is a corporation or partnership and by any individual debtor who is or has been, within **six years** immediately preceding the commencement of this case, any of the following: an officer, director, managing executive, or owner of more than 5 percent of the voting or equity securities of a corporation; a partner, other than a limited partner, of a partnership, a sole proprietor, or self-employed in a trade, profession, or other activity, either full- or part-time.

(An individual or joint debtor should complete this portion of the statement **only** if the debtor is or has been in business, as defined above, within six years immediately preceding the commencement of this case. A debtor who has not been in business within those six years should go directly to the signature page.)

#### 19. Books, records and financial statements

None



a. List all bookkeepers and accountants who within **two years** immediately preceding the filing of this bankruptcy case kept or supervised the keeping of books of account and records of the debtor.

NAME AND ADDRESS

DATES SERVICES RENDERED

Baehler, Kevin  
W6316 Design Dr.  
Greenville, WI 54942  
United States

2004 - Present



In re: Califone International, Inc.

Case No. 13-10127 (KJC)

## NAME AND ADDRESS

## DATES SERVICES RENDERED

Rosenbach, Charles  
1145 Arroyo Ave., #A  
San Fernando, CA 91340  
United States

1995 - Present

Vander Ploeg, David  
W6316 Design Dr.  
Greenville, WI 54942  
United States

2008 - Present

None

☐

b. List all firms or individuals who within **two years** immediately preceding the filing of this bankruptcy case have audited the books of account and records, or prepared a financial statement of the debtor.

## NAME

## ADDRESS

## DATES SERVICES RENDERED

Deloitte &amp; Touche LLP

555 East Wells Street  
Suite 1400  
Milwaukee, WI 53202  
United States

2011 - Current

None

☐

c. List all firms or individuals who at the time of the commencement of this case were in possession of the books of account and records of the debtor. If any of the books of account and records are not available, explain.

## NAME

## ADDRESS

Baehler, Kevin

W61316 Design Dr.  
Greenville, WI 54942  
United States

Rosenbach, Charles

1145 Arroyo Ave., #A  
San Fernando, CA 91340  
United States

Vander Ploeg, David

W61316 Design Dr.  
Greenville, WI 54942  
United States

None

☐

d. List all financial institutions, creditors and other parties, including mercantile and trade agencies, to whom a financial statement was issued by the debtor within **two years** immediately preceding the commencement of this case.

## NAME AND ADDRESS

## DATE ISSUED

The Debtors have provided financial statements in the ordinary course of their businesses to numerous financial institutions, creditors and other parties within two years immediately before the Petition Date.



In re: Califone International, Inc.

Case No. 13-10127 (KJC)

Considering the number of such recipients and the possibility that such information may have been shared with parties without the Debtors' knowledge or consent, the Debtors have not disclosed any parties that may have received such financial statements for the purposes of Statement 19d.

**20. Inventories**

None

☐

a. List the dates of the last two inventories taken of your property, the name of the person who supervised the taking of each inventory, and the dollar amount and basis of each inventory.

DATE OF INVENTORY

INVENTORY SUPERVISOR

DOLLAR AMOUNT  
OF INVENTORY

(Specify cost, market or other basis)

The Debtor elects to use cycle counting procedures instead of taking a complete physical inventory of all items. All items are counted at least once over the course of the fiscal period with most items being counted multiple times. If accuracy falls below the minimum requirements a physical inventory would be required prior to returning to the cycle counting process.

None

☐

b. List the name and address of the person having possession of the records of each of the inventories reported in a., above.

DATE OF INVENTORY

NAME AND ADDRESSES  
OF CUSTODIAN  
OF INVENTORY RECORDS

Please See Response to Question 20a.

**21. Current Partners, Officers, Directors and Shareholders**

None

☒

a. If the debtor is a partnership, list the nature and percentage of partnership interest of each member of the partnership.

NAME AND ADDRESS

NATURE OF INTEREST

PERCENTAGE OF INTEREST

None

☐

b. If the debtor is a corporation, list all officers and directors of the corporation, and each stockholder who directly or indirectly owns, controls, or holds 5 percent or more of the voting or equity securities of the corporation.

NAME AND ADDRESS

TITLE

NATURE AND PERCENTAGE  
OF STOCK OWNERSHIP

See Attached Rider



In re: Califone International, Inc.

Case No. 13-10127 (KJC)

**22. Former partners, officers, directors and shareholders**

None



a. If the debtor is a partnership, list each member who withdrew from the partnership within **one year** immediately preceding the commencement of this case.

NAME

ADDRESS

DATE OF WITHDRAWAL

None



b. If the debtor is a corporation, list all officers or directors whose relationship with the corporation terminated within **one year** immediately preceding the commencement of this case.

NAME AND ADDRESS

TITLE

DATE OF TERMINATION

**23. Withdrawals from a partnership or distributions by a corporation**

None



If the debtor is a partnership or corporation, list all withdrawals or distributions credited or given to an insider, including compensation in any form, bonuses, loans, stock redemptions, options exercised and any other perquisite during **one year** immediately preceding the commencement of this case.

NAME & ADDRESS  
OF RECIPIENT,  
RELATIONSHIP TO DEBTOR

DATE AND PURPOSE  
OF WITHDRAWAL

AMOUNT OF MONEY  
OR DESCRIPTION  
AND VALUE OF PROPERTY

**24. Tax Consolidation Group.**

None



If the debtor is a corporation, list the name and federal taxpayer-identification number of the parent corporation of any consolidated group for tax purposes of which the debtor has been a member at any time within **six years** immediately preceding the commencement of the case.

NAME OF PARENT CORPORATION  
School Specialty, Inc.

TAXPAYER-IDENTIFICATION NUMBER (EIN)  
39-0971239

**25. Pension Funds.**

None



If the debtor is not an individual, list the name and federal taxpayer-identification number of any pension fund to which the debtor, as an employer, has been responsible for contributing at any time within **six years** immediately preceding the commencement of the case.



In re: Califone International, Inc.

Case No. 13-10127 (KJC)

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NAME OF PENSION FUND

TAXPAYER-IDENTIFICATION NUMBER (EIN)

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\* \* \* \* \*



**SOFA 3b**  
**PAYMENTS TO CREDITORS MADE WITHIN 90 DAYS PRIOR TO FILING**  
**CALIFONE INTERNATIONAL, INC., CASE NO. 13-10127 (KJC)**

ITEM	NAME AND ADDRESS	CHECK OR WIRE NUMBER	PAYMENT DATE	TOTAL PAYMENT AMT
1	ALL SECURE 9416 VARNA AVENUE ARLETA, CA 91331	232872	01/17/2013	\$165.00
			<b>SUBTOTAL</b>	<b>\$165.00</b>
2	AMEI BROTHERS(HK) LIMITED DIFENG GROUP,NO 15, XIHU INDUST AREA XIKENG VILLAGE, HENGGANG TOWN SHENZHEN CITY, CHINA	2389	11/26/2012	\$5,645.00
			<b>SUBTOTAL</b>	<b>\$5,645.00</b>
3	AMERICAN EXPRESS BOX 0001 LOS ANGELES, CA 90096-8000	232678	11/01/2012	\$8,068.22
			<b>SUBTOTAL</b>	<b>\$8,068.22</b>
4	AMERICAN EXPRESS - 0182 BOX 0001 LOS ANGELES, CA 90096-0001	232711 232815 232897	11/15/2012 12/20/2012 01/17/2013	\$1,281.17 \$4,855.59 \$950.77
			<b>SUBTOTAL</b>	<b>\$7,087.53</b>
5	AMERICAN OFFICE PRODUCTS, INC 7900 ALABAMA AVENUE CANOGA PARK, CA 91304	232694	11/08/2012	\$421.58
			<b>SUBTOTAL</b>	<b>\$421.58</b>
6	AMERICAN RED CROSS P.O. BOX 4002018 DES MOINES, IA 50340-2018	232765	12/10/2012	\$200.00
			<b>SUBTOTAL</b>	<b>\$200.00</b>
7	BUILD REHABILITATION IND., INC- 2039 12432 FOOTHILL BLVD. SYLMAR, CA 91342	232680 232695 232712 232741 232772 232817	11/01/2012 11/08/2012 11/15/2012 11/29/2012 12/13/2012 12/20/2012	\$1,716.00 \$470.40 \$612.00 \$1,356.00 \$904.40 \$1,191.00



**SOFA 3b**  
**PAYMENTS TO CREDITORS MADE WITHIN 90 DAYS PRIOR TO FILING**  
**CALIFONE INTERNATIONAL, INC., CASE NO. 13-10127 (KJC)**

ITEM	NAME AND ADDRESS	CHECK OR WIRE NUMBER	PAYMENT DATE	TOTAL PAYMENT AMT
		232848	01/11/2013	\$1,557.00
		232873	01/17/2013	\$1,838.00
			<b>SUBTOTAL</b>	<b>\$9,644.80</b>
<hr/>				
8	C&L REFRIGERATION CORP P. O. BOX 2319 BREA, CA 92822	232696	11/08/2012	\$868.70
			<b>SUBTOTAL</b>	<b>\$868.70</b>
<hr/>				
9	C. BLOHM & ASSOCIATES, INC. 5999 MONONA DRIVE MONONA, WI 53716	232681	11/01/2012	\$2,126.52
		232742	11/29/2012	\$2,611.19
		232849	01/11/2013	\$2,762.03
			<b>SUBTOTAL</b>	<b>\$7,499.74</b>
<hr/>				
10	CFS TAX SOFTWARE, INC. P.O. BOX 879 SIMI VALLEY, CA 930620879	232850	01/11/2013	\$150.77
			<b>SUBTOTAL</b>	<b>\$150.77</b>
<hr/>				
11	CITY OF SAN FERNANDO 117 MACNEIL ST. SAN FERNANDO, CA 91340	232731	11/21/2012	\$168.65
			<b>SUBTOTAL</b>	<b>\$168.65</b>
<hr/>				
12	COPERNICUS EDUCATIONAL PRODUCTS PMB #459 60 INDUSTRIAL PARKWAY CHEEKTOWAGA, NY 14227	232851	01/11/2013	\$12,950.00
		232898	01/23/2013	\$2,490.00
			<b>SUBTOTAL</b>	<b>\$15,440.00</b>
<hr/>				
13	COVERALL NORTH AMERICA, INC. 2955 MOMENTUM PLACE CHICAGO, IL 60689-5329	232713	11/15/2012	\$460.00
		232774	12/13/2012	\$460.00
		232852	01/11/2013	\$460.00
			<b>SUBTOTAL</b>	<b>\$1,380.00</b>



**SOFA 3b**  
**PAYMENTS TO CREDITORS MADE WITHIN 90 DAYS PRIOR TO FILING**  
**CALIFONE INTERNATIONAL, INC., CASE NO. 13-10127 (KJC)**

<b>ITEM</b>	<b>NAME AND ADDRESS</b>	<b>CHECK OR WIRE NUMBER</b>	<b>PAYMENT DATE</b>	<b>TOTAL PAYMENT AMT</b>
14	CPF SAN FERNANDO, LLC CBRE - F2125A P.O. BOX 82552 GOLETA, CA 93118-2552	232682 232743	11/01/2012 11/29/2012	\$34,871.56 \$34,871.56
			<b>SUBTOTAL</b>	<b>\$69,743.12</b>
15	CREATIVE CATALOG CONCEPTS LLC 2745 REBECCA LANE ORANGE CITY, FL 32763	232853	01/11/2013	\$61.80
			<b>SUBTOTAL</b>	<b>\$61.80</b>
16	CROWN DISPOSAL CO., INC. P. O. BOX 1081 SUN VALLEY, CA 91352	232714 232766 232854	11/15/2012 12/10/2012 01/11/2013	\$430.68 \$430.68 \$430.68
			<b>SUBTOTAL</b>	<b>\$1,292.04</b>
17	CUSTOM COFFEE PLAN P.O. BOX 79705 CITY OF INDUSTR, CA 91716-9705	232697 232775 232855	11/08/2012 12/13/2012 01/11/2013	\$190.41 \$224.03 \$192.53
			<b>SUBTOTAL</b>	<b>\$606.97</b>
18	DAKLIN ELECTRONICS CO., LTD.-1026 UNIT D, 1/F., VALIANT IND. CENTRE 2-12 AU PUI WAN ST. FO TAN, SHATIN, HONG KONG	2396 2413	12/06/2012 01/17/2013	\$85,296.55 \$127,944.83
			<b>SUBTOTAL</b>	<b>\$213,241.38</b>
19	DONGGUAN AOXING AV EQUIPMENT CO. LTD NO. 2 TIANSHA RD.,TANGXIA TOWN DONGGUAN CITY, CHINA	2390	11/26/2012	\$15,625.00
			<b>SUBTOTAL</b>	<b>\$15,625.00</b>



**SOFA 3b**  
**PAYMENTS TO CREDITORS MADE WITHIN 90 DAYS PRIOR TO FILING**  
**CALIFONE INTERNATIONAL, INC., CASE NO. 13-10127 (KJC)**

ITEM	NAME AND ADDRESS	CHECK OR WIRE NUMBER	PAYMENT DATE	TOTAL PAYMENT AMT
20	EASTERN TIMES TECHNOLOGY CO., LTD. BLDG. 5, PENGHUA INDUSTRY PARK HEPING WEST RD., LONGHUA TOWN SHENZHEN, CHINA	2401	12/20/2012	\$2,761.00
			<b>SUBTOTAL</b>	<b>\$2,761.00</b>
21	EDCOM LIMITED 8/F., HARBOUR COMMERCIAL BLDG. 122-124 CONNAUGHT ROAD CENTRAL HONG KONG, CHINA	2387	11/15/2012	\$680.00
			<b>SUBTOTAL</b>	<b>\$680.00</b>
22	FEDERAL EXPRESS P. O. BOX 7221 PASADENA, CA 91109-7321	232698 232716 232744 232819 232856 232876	11/08/2012 11/15/2012 11/29/2012 12/20/2012 01/11/2013 01/17/2013	\$335.04 \$580.73 \$147.68 \$527.89 \$248.29 \$674.77
			<b>SUBTOTAL</b>	<b>\$2,514.40</b>
23	GOLD CROWN ELECTRONICS, INC. 129 EAST SAVARONA WAY CARSON, CA 90746	232776 232857	12/13/2012 01/11/2013	\$782.50 \$352.50
			<b>SUBTOTAL</b>	<b>\$1,135.00</b>
24	HC SAFETY MFG. CO., LTD NO. 5, ALLEY 9, LANE 48, SAN CHUN ST SHU LIN CITY TAIPEI HSIEN, TAIWAN, PROVINCE OF CHINA	2378 2383	10/29/2012 11/09/2012	\$13,678.20 \$5,064.20
			<b>SUBTOTAL</b>	<b>\$18,742.40</b>
25	HIGH HIT ENTERPRISE CO., LTD - 9994 6F-3, NO.29-1, LANE 169 KANG-NING ST. SHI-CHIH CITY TAIWAN ROC 221, 221 CHINA	2395	12/06/2012	\$1,755.00
			<b>SUBTOTAL</b>	<b>\$1,755.00</b>



**SOFA 3b**  
**PAYMENTS TO CREDITORS MADE WITHIN 90 DAYS PRIOR TO FILING**  
**CALIFONE INTERNATIONAL, INC., CASE NO. 13-10127 (KJC)**

<b>ITEM</b>	<b>NAME AND ADDRESS</b>	<b>CHECK OR WIRE NUMBER</b>	<b>PAYMENT DATE</b>	<b>TOTAL PAYMENT AMT</b>
26	HOPE PLASTICS COMPANY, INC. 5353 STROHM AVENUE NORTH HOLLYWOOD, CA 91601	232683 232777	11/01/2012 12/13/2012	\$6,011.60 \$6,211.60
			<b>SUBTOTAL</b>	<b>\$12,223.20</b>
27	IMAGE ASSOCIATES 3625 E. THOUSAND OAKS BLVD. SUITE 165 WESTLAKE VILLAG, CA 91362	232858	01/11/2013	\$1,147.48
			<b>SUBTOTAL</b>	<b>\$1,147.48</b>
28	IMPERIAL PAPER 5733 CAHUENGA BLVD. NORTH HOLLYWOOD, CA 91601-2107	232778	12/13/2012	\$759.00
			<b>SUBTOTAL</b>	<b>\$759.00</b>
29	INDEPENDENT LIVING AIDS, INC. 200 ROBBINS LANE JERICHO, NY 11753-2341	232877	01/17/2013	\$268.25
			<b>SUBTOTAL</b>	<b>\$268.25</b>
30	INTEGRATED BUSINESS TECHNOLOGIES INC 3596 LINDEN AVE. SUITE B3 WHITE BEAR LAKE, MN 55110	232717 232779 232878	11/15/2012 12/13/2012 01/17/2013	\$500.00 \$1,156.25 \$2,708.61
			<b>SUBTOTAL</b>	<b>\$4,364.86</b>
31	ISTE 180 WEST 8TH AVENUE, SUITE 300 EUGENE, OR 97401-2916	232758	11/30/2012	\$5,000.00
			<b>SUBTOTAL</b>	<b>\$5,000.00</b>
32	JOHNSON LIFT/HYSTER P.O. BOX 748193 LOS ANGELES, CA 90074-8193	232718	11/15/2012	\$267.81
			<b>SUBTOTAL</b>	<b>\$267.81</b>



**SOFA 3b**  
**PAYMENTS TO CREDITORS MADE WITHIN 90 DAYS PRIOR TO FILING**  
**CALIFONE INTERNATIONAL, INC., CASE NO. 13-10127 (KJC)**

ITEM	NAME AND ADDRESS	CHECK OR WIRE NUMBER	PAYMENT DATE	TOTAL PAYMENT AMT
33	JUSTMAN PACKAGING & DISPLAY- 1947 5819 TELEGRAPH RD CITY OF COMMERC, CA 90040	232720 232879	11/15/2012 01/17/2013	\$1,689.60 \$1,878.50
		<b>SUBTOTAL</b>		<b>\$3,568.10</b>
34	K & L SYSTEMS 7751 ALABAMA AVENUE #2 CANOGA PARK, CA 91304	232677 232735 232780 232799	10/29/2012 11/21/2012 12/13/2012 12/20/2012	\$732.00 \$1,000.00 \$245.80 \$1,027.20
		<b>SUBTOTAL</b>		<b>\$3,005.00</b>
35	L.A. COUNTY AGR COMR/WTS & MEAS TAX COLLECTOR P.O. BOX 512399 LOS ANGELES, CA 90051-0399	232859	01/11/2013	\$258.00
		<b>SUBTOTAL</b>		<b>\$258.00</b>
36	LANDSBERG PO BOX 101144 PASADENA, CA 91189-1144	232699 232721 232745 232781 232880	11/08/2012 11/15/2012 11/29/2012 12/13/2012 01/17/2013	\$1,511.10 \$3,408.44 \$1,883.15 \$2,623.05 \$2,491.86
		<b>SUBTOTAL</b>		<b>\$11,917.60</b>
37	LIDBETTER SOLUTIONS 34 GORE ST. W., PERTH ONTARIO, K7H 2M1 CANADA	232700 232782 232860	11/08/2012 12/13/2012 01/11/2013	\$2,172.76 \$2,233.85 \$3,141.94
		<b>SUBTOTAL</b>		<b>\$7,548.55</b>
38	MORNING SOUND INDUSTRIES-5668 423 BAI TAU ROAD-CHINE CHEN DISTRICT P.O. BOX 1605 KAOHSIUNG KAOHSIUNG, R.O.C. TAIWAN, PROVINCE OF CHINA	2380 2384 2388 2398	10/30/2012 11/09/2012 11/26/2012 12/06/2012	\$192,653.18 \$89,567.60 \$199,241.64 \$100,646.10



**SOFA 3b**  
**PAYMENTS TO CREDITORS MADE WITHIN 90 DAYS PRIOR TO FILING**  
**CALIFONE INTERNATIONAL, INC., CASE NO. 13-10127 (KJC)**

ITEM	NAME AND ADDRESS	CHECK OR WIRE NUMBER	PAYMENT DATE	TOTAL PAYMENT AMT
		2399	12/13/2012	\$199,758.24
		2402	12/21/2012	\$35,890.68
		2412	01/17/2013	\$176,115.57
			<b>SUBTOTAL</b>	<b>\$993,873.01</b>
<hr/>				
39	NICEPORT INDUSTRIAL LTD. FLAT D, 21/F, GOLDEN SUN CENTRE 59-67 BONHAM STRAND WEST SHEUNG WAN, HONG KONG	2391	11/26/2012	\$55,112.06
			<b>SUBTOTAL</b>	<b>\$55,112.06</b>
<hr/>				
40	NINGBO JOIN ELECTRONICS CO., LTD. SUITE 6D02, NO.2 BUSINESS HALL, NO. 181 HUIZHAN ROAD, JIANGDONG NINGBO, 315040 CHINA	2375	10/29/2012	\$6,585.50
		2393	11/29/2012	\$9,108.00
		2411	01/17/2013	\$1,084.00
			<b>SUBTOTAL</b>	<b>\$16,777.50</b>
<hr/>				
41	NINGBO PROMIC TECHNOLOGY CO., LTD 9F, NO. 4, LANE 163, HSIN YI RD., PANCHIAO CITY, TAIPEI HSIEN TAIPEI, TAIWAN TAIWAN, PROVINCE OF CHINA	2379	10/29/2012	\$56,734.65
		2386	11/15/2012	\$14,626.32
		2400	12/21/2012	\$10,160.50
			<b>SUBTOTAL</b>	<b>\$81,521.47</b>
<hr/>				
42	NSSEA 8380 COLESVILLE RD, STE 250 SILVER SPRING, MD 20910	232862	01/11/2013	\$742.50
			<b>SUBTOTAL</b>	<b>\$742.50</b>
<hr/>				
43	NURIBOM CO., LTD - 100905 1016, WRLD MERIDN VENTURE CTR 2 426-5 GASAN-DONG, GEUMCHEON-GU SEOUL, 153-759 KOREA, REPUBLIC OF	2376	10/29/2012	\$53,550.00
		2410	01/17/2013	\$22,950.00
			<b>SUBTOTAL</b>	<b>\$76,500.00</b>



**SOFA 3b**  
**PAYMENTS TO CREDITORS MADE WITHIN 90 DAYS PRIOR TO FILING**  
**CALIFONE INTERNATIONAL, INC., CASE NO. 13-10127 (KJC)**

<b>ITEM</b>	<b>NAME AND ADDRESS</b>	<b>CHECK OR WIRE NUMBER</b>	<b>PAYMENT DATE</b>	<b>TOTAL PAYMENT AMT</b>
44	PETER BRADY & ASSOCIATES 24 BOYNTON ROAD MEDFORD, MA 02155			
		232783	12/13/2012	\$51.07
		232863	01/11/2013	\$39.71
			<b>SUBTOTAL</b>	<b>\$90.78</b>
45	PHOENIX INTERNATIONAL FREIGHT SERV. ACCOUNTS RECEIVABLE/CORP.COLLECTION 19701 S. VERMONT AVENUE Torrance, CA 90502			
		232883	01/17/2013	\$1,120.41
			<b>SUBTOTAL</b>	<b>\$1,120.41</b>
46	PROFESSIONAL MICRO COMPUTER SERVICE 2525 HONOLULU AVENUE MONTROSE, CA 91020			
		232684	11/01/2012	\$366.00
		232864	01/11/2013	\$4,284.18
		232884	01/17/2013	\$2,203.31
			<b>SUBTOTAL</b>	<b>\$6,853.49</b>
47	RESPOND SYSTEMS 599 4TH STREET SAN FERNANDO, CA 91340			
		232865	01/11/2013	\$173.18
			<b>SUBTOTAL</b>	<b>\$173.18</b>
48	ROCK'N MOTION IMAGE DESIGN 5530 CORBIN AVE, STE 140 TARZANA, CA 91356			
		232685	11/01/2012	\$1,640.00
		232723	11/15/2012	\$6,625.00
		232747	11/29/2012	\$3,033.33
		232784	12/13/2012	\$13,250.00
		232821	12/20/2012	\$5,238.33
			<b>SUBTOTAL</b>	<b>\$29,786.66</b>
49	RUSELL A. FARROW (U.S.) INC. 2001 HURON CHURCH ROAD BOX 333 WINDSOR, ON N9A 6L6 CANADA			
		232866	01/11/2013	\$892.56
			<b>SUBTOTAL</b>	<b>\$892.56</b>



**SOFA 3b**  
**PAYMENTS TO CREDITORS MADE WITHIN 90 DAYS PRIOR TO FILING**  
**CALIFONE INTERNATIONAL, INC., CASE NO. 13-10127 (KJC)**

<b>ITEM</b>	<b>NAME AND ADDRESS</b>	<b>CHECK OR WIRE NUMBER</b>	<b>PAYMENT DATE</b>	<b>TOTAL PAYMENT AMT</b>
50	SAYRE MEDICAL PHARMACY 14124 FOOTHILL BLVD. SYLMAR, CA 91340	232886	01/17/2013	\$87.45
			<b>SUBTOTAL</b>	<b>\$87.45</b>
51	SENERCHIA TRUCKING P.O. BOX 8494 NORTHRIDGE, CA 91327	232686	11/01/2012	\$510.00
		232703	11/08/2012	\$540.00
		232724	11/15/2012	\$1,440.00
		232748	11/29/2012	\$395.00
		232785	12/13/2012	\$720.00
		232822	12/20/2012	\$720.00
		232867	01/11/2013	\$660.00
		232887	01/17/2013	\$350.00
			<b>SUBTOTAL</b>	<b>\$5,335.00</b>
52	SHENZHEN VICTORY ELECTRONICS CO.LTD. NO. 5 BUILDING.XUFA SCIENCE/TECH PRK HESHUIKOU VILLAGE,GONGMING TOWN, GUANMING NEW DI, CHINA	2377	10/29/2012	\$939.60
		2394	11/29/2012	\$2,192.40
			<b>SUBTOTAL</b>	<b>\$3,132.00</b>
53	SOUTH OCEAN TECHNOLOGY CO., LTD. RM 05 5/F BLOCK E WAH LOK INDUSTRIAL CENTRE 31-35 SHAN MEI ST. N.T. HONG KONG, CHINA	2392	11/29/2012	\$12,390.00
			<b>SUBTOTAL</b>	<b>\$12,390.00</b>
54	SOUTHERN CALIFORNIA EDISON CO P. O. BOX 300 ROSEMEAD, CA 91772-0001	232725	11/15/2012	\$1,552.03
		232786	12/13/2012	\$1,327.71
		232889	01/17/2013	\$1,105.03
			<b>SUBTOTAL</b>	<b>\$3,984.77</b>



**SOFA 3b**  
**PAYMENTS TO CREDITORS MADE WITHIN 90 DAYS PRIOR TO FILING**  
**CALIFONE INTERNATIONAL, INC., CASE NO. 13-10127 (KJC)**

ITEM	NAME AND ADDRESS	CHECK OR WIRE NUMBER	PAYMENT DATE	TOTAL PAYMENT AMT
55	SPARKLETT DS WATERS OF AMERICA, LP P. O. BOX 660579 DALLAS, TX 75266-0579			
		232726	11/15/2012	\$46.70
		232823	12/20/2012	\$83.46
		232890	01/17/2013	\$42.58
			<b>SUBTOTAL</b>	<b>\$172.74</b>
56	STARLIGHT VIDEO LTD. 5/F., SHING DAO INDUSTRIAL BUILDING 232 ABERDEEN MAIN ROAD HONG KONG, CHINA			
		2381	10/31/2012	\$23,335.38
		2397	12/06/2012	\$10,000.88
			<b>SUBTOTAL</b>	<b>\$33,336.26</b>
57	STATE BOARD OF EQUALIZATION P.O. BOX 942879 SACRAMENTO, CA 94279-3535			
		232727	11/15/2012	\$1,800.00
		232787	12/13/2012	\$1,600.00
			<b>SUBTOTAL</b>	<b>\$3,400.00</b>
58	STATE BOARD OF EQUALIZATION P.O.BOX 942879 SACRAMENTO, CA 94279-8064			
		232899	01/23/2013	\$1,002.70
			<b>SUBTOTAL</b>	<b>\$1,002.70</b>
59	SUNDOG DESIGN, INC. 6121 ANNO AVENUE ORLANDO, FL 32809			
		232704	11/08/2012	\$30.42
			<b>SUBTOTAL</b>	<b>\$30.42</b>
60	TCEA P.O. BOX 141759 AUSTIN, TX 78714			
		232687	11/01/2012	\$2,400.00
			<b>SUBTOTAL</b>	<b>\$2,400.00</b>
61	THE GAS COMPANY P.O. BOX C MONTEREY PARK, CA 91756			
		232734	11/21/2012	\$89.61
		232820	12/20/2012	\$593.33
			<b>SUBTOTAL</b>	<b>\$682.94</b>



**SOFA 3b**  
**PAYMENTS TO CREDITORS MADE WITHIN 90 DAYS PRIOR TO FILING**  
**CALIFONE INTERNATIONAL, INC., CASE NO. 13-10127 (KJC)**

ITEM	NAME AND ADDRESS	CHECK OR WIRE NUMBER	PAYMENT DATE	TOTAL PAYMENT AMT
62	THE TEICH GROUP 26 BLUFF RIDGE COURT GREENSBORO, NC 27455	232750 232769	11/29/2012 12/10/2012	\$1,600.00 \$500.00
		<b>SUBTOTAL</b>		<b>\$2,100.00</b>
63	TOTALFUNDS BY HASLER P.O. BOX 30193 TAMPA, FL 33630-3193	232688	11/01/2012	\$1,000.00
		<b>SUBTOTAL</b>		<b>\$1,000.00</b>
64	TRIWEST AUDIO-VISUAL LTD 6147 HASTINGS STREET BURNABY, BC V5B 1R9 CANADA	232751	11/29/2012	\$109.76
		<b>SUBTOTAL</b>		<b>\$109.76</b>
65	U.S. POSTMASTER 4800 SPRING VALLEY ROAD DALLAS, TX 75244	232752	11/29/2012	\$190.00
		<b>SUBTOTAL</b>		<b>\$190.00</b>
66	ULINE 2200 S. LAKESIDE DRIVE WAUKEGAN, IL 60085	232689 232753 232788	11/01/2012 11/29/2012 12/13/2012	\$1,519.82 \$2,485.53 \$1,282.71
		<b>SUBTOTAL</b>		<b>\$5,288.06</b>
67	UPS P.O. BOX 894820 LOS ANGELES, CA 90189-4820	232690 232705 232728 232738 232754 232760 232789 232824 232869 232892	11/01/2012 11/08/2012 11/15/2012 11/21/2012 11/29/2012 12/06/2012 12/13/2012 12/20/2012 01/11/2013 01/17/2013	\$4,660.87 \$2,670.91 \$3,402.89 \$3,479.18 \$4,487.62 \$3,241.59 \$3,090.78 \$4,943.07 \$2,268.19 \$5,829.03
		<b>SUBTOTAL</b>		<b>\$38,074.13</b>



**SOFA 3b**  
**PAYMENTS TO CREDITORS MADE WITHIN 90 DAYS PRIOR TO FILING**  
**CALIFONE INTERNATIONAL, INC., CASE NO. 13-10127 (KJC)**

ITEM	NAME AND ADDRESS	CHECK OR WIRE NUMBER	PAYMENT DATE	TOTAL PAYMENT AMT
68	UPS CANADA P.O. BOX 4900, STATION A TORONTO, ON M5W 0A7 CANADA			
		232706	11/08/2012	\$17.05
		232790	12/13/2012	\$2.83
			<b>SUBTOTAL</b>	<b>\$19.88</b>
69	UPS SUPPLY CHAIN SOLUTIONS, INC. 28013 NETWORK PLACE CHICAGO, IL 60673-1280			
		232691	11/01/2012	\$174.63
		232693	11/01/2012	\$24,133.73
		232707	11/08/2012	\$180.90
		232710	11/08/2012	\$11,521.75
		232729	11/15/2012	\$3,502.37
		232739	11/21/2012	\$92.13
		232755	11/29/2012	\$12,920.87
		232761	12/06/2012	\$238.54
		232770	12/10/2012	\$506.36
		232791	12/13/2012	\$15,175.24
		232800	12/20/2012	\$63.02
		232825	12/20/2012	\$14,697.38
		232870	01/11/2013	\$17,131.95
		232893	01/17/2013	\$15,524.55
		232896	01/17/2013	\$298.76
			<b>SUBTOTAL</b>	<b>\$116,162.18</b>
70	VISUAL SOUND PIERCE-PHELPS LAWRENCE PARK IND'L. CENTER 485 PARKWAY SOUTH BROOMALL, PA 19008			
		232792	12/13/2012	\$126.75
			<b>SUBTOTAL</b>	<b>\$126.75</b>
71	VSON TECHNOLOGY CO.,LTD 5F, BLDG A,WEIXINDA XICHEN IND. PARK XIXIANG TOWN, BAO'AN DISTRICT SHENZHEN, CHINA			
		2382	10/31/2012	\$2,502.00
		2385	11/15/2012	\$5,838.00
			<b>SUBTOTAL</b>	<b>\$8,340.00</b>
72	WEST PRINTING & GRAPHICS 24319 CALVERT STREET WOODLAND HILLS, CA 91367			
		232793	12/13/2012	\$1,160.36
			<b>SUBTOTAL</b>	<b>\$1,160.36</b>



**SOFA 3b**  
**PAYMENTS TO CREDITORS MADE WITHIN 90 DAYS PRIOR TO FILING**  
**CALIFONE INTERNATIONAL, INC., CASE NO. 13-10127 (KJC)**

<b>ITEM</b>	<b>NAME AND ADDRESS</b>	<b>CHECK OR WIRE NUMBER</b>	<b>PAYMENT DATE</b>	<b>TOTAL PAYMENT AMT</b>
73	WESTERN CASE INCORPORATED 14351 CHAMBERS ROAD TUSTIN, CA 92780			
		232692	11/01/2012	\$5,000.00
		232708	11/08/2012	\$1,690.00
		232730	11/15/2012	\$7,358.40
		232756	11/29/2012	\$9,734.40
		232763	12/06/2012	\$9,734.40
		232794	12/13/2012	\$9,734.40
		232826	12/20/2012	\$9,734.40
		232871	01/11/2013	\$9,328.80
		232895	01/17/2013	\$1,690.00
			<b>SUBTOTAL</b>	<b>\$64,004.80</b>
74	XEROX AUDIO VIDEO SOLUTIONS P.O. BOX 2568 NERCROSS, GA 30091			
		232709	11/08/2012	\$357.74
			<b>SUBTOTAL</b>	<b>\$357.74</b>
			<b>GRAND TOTAL</b>	<b>\$2,001,557.51</b>



In re: Califone International, Inc.

Case No. 13-10127 (KJC)

Statement Question 4a - Suits and Administrative Proceedings, Executions, Garnishments and Attachments  
Rider

Caption of Suit	Case Number	Nature of Proceeding	Court or Agency and Location	Status or Disposition
ADJ 6718742 Ritter Kimberly vs Califone International, Inc.	None	Employment Matters	Marina Del Ray. CA Compensation Appeals Board	Open
ADJ 7040877 Ritter Kimberly vs Califone International, Inc.	None	Employment Matters	Marina Del Ray. CA Compensation Appeals Board	Open
Enrique Briseno vs Califone International, Inc.	ADJ8045669	Employment Matters	Marina Del Rey WCAB	Open



In re: Califone International, Inc.

Case No. 13-10127 (KJC)

**Statement Question 7 - Gifts or Charitable Contributions  
Rider**

<b>Name and Address of Person or Organization</b>	<b>Relationship to Debtor, if Any</b>	<b>Date of Gift</b>	<b>Description</b>	<b>Value of Gift</b>
American Red Cross P.O. Box 4002018 Des Moines, IA 50340 United States	None	12/07/2012	Donation by Check	\$200.00
House Ear Institute 2100 W. 3rd St. 5th Fl. Los Angeles, CA 90057 United States	None	05/30/2012	Equipment Donation	\$590.97
Kyle Elementary School 501 S Plum St. Troy, OH 45373 United States	None	03/07/2012	Equipment Donation	\$165.02
Pomelo Elementary 7633 March Ave. West Hills, CA 91304 United States	None	10/27/2012	SSI Associate Matching Program	\$150.00
Ramsdell, Michelle Address on File	None	06/22/2012	Equipment Donation	\$15.30
West Valley Girls Softball 5600 Capistrano Ave. Woodland Hills, CA 91367 United States	None	02/24/2012	Equipment Donation	\$112.72
YMCA 301 S. Bandini St. San Pedro, CA 90731 United States	None	09/29/2012	Donation by Check	\$300.00
Youth Education Sports Scholarship PO Box 4563 Chatsworth, CA 91313 United States	None	05/21/2012	Donation by Check	\$200.00

Total \$1,734.01



In re: Califone International, Inc.

Case No. 13-10127 (KJC)

**Statement Question 17a - Environmental Information  
Rider**

<b>Site Name and Address</b>	<b>Name and Address of Governmental Unit</b>	<b>Date of Notice</b>	<b>Environmental Law</b>
Califone International, Inc. 1145 Arroyo Avenue #A San Fernando, CA 91340 United States	U.S. Environmental Protection Agency Region IX 75 Hawthorne St. San Francisco, CA 94105-3901 United States	09/05/2003	Unknown
Califone International, Inc. 1145 Arroyo Avenue #A San Fernando, CA 91340 United States	U.S. Environmental Protection Agency Region IX 75 Hawthorne St. San Francisco, CA 94105-3901 United States	05/09/2008	Unknown



In re: Califone International, Inc.

Case No. 13-10127 (KJC)

**Statement Question 17c - Environmental Information  
Rider**

<b>Name and Address of Governmental Unit</b>	<b>Docket Number</b>	<b>Status or Disposition</b>
U.S. Environmental Protection Agency Region IX 75 Hawthorne St. San Francisco, CA 94105-3901 United States	U.S. EPA Docket No. 2010-04	Settled
U.S. Environmental Protection Agency Region IX 75 Hawthorne St. San Francisco, CA 94105-3901 United States	U.S. EPA Docket No. FIFRA-9-2010-0002	Settled



In Re: Califone International, Inc.

Case No. 13-10127 (KJC)

## Statement Question 21b - Current Officers, Partners, Directors and Shareholders

Name and Address	Title	Name and Percentage of Stock Ownership
Anthony, Roscoe Address on File	President	N/A
Baehler, Kevin L. Address on File	Assistant Secretary	N/A
Franzoi IV, Joseph F. Address on File	Secretary	N/A
Lavelle, Michael P. Address on File	Sole Director, Executive Vice President	N/A
Riching, Karen A. Address on File	Assistant Secretary	N/A
Rosenbach, Charles Address on File	Assistant Secretary	N/A
School Specialty, Inc. W6316 Design Drive Greenville, WI 54942 United States	Shareholder	100%
Vander Ploeg, David N. Address on File	Vice President & Treasurer	N/A



In re : Califone International, Inc.

Case No. 13-10127

*[If completed by an individual or individual and spouse]*

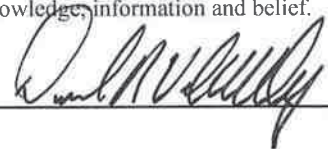
I declare under penalty of perjury that I have read the answers contained in the foregoing statement of financial affairs and any attachments thereto and that they are true and correct.

Date \_\_\_\_\_ Signature of Debtor \_\_\_\_\_

Date \_\_\_\_\_ Signature of Joint Debtor (if any) \_\_\_\_\_

*[If completed on behalf of a partnership or corporation]*

I declare under penalty of perjury that I have read the answers contained in the foregoing statement of financial affairs and any attachments thereto and that they are true and correct to the best of my knowledge, information and belief.

Date 2/26/2013 Signature  \_\_\_\_\_  
 Print Name \_\_\_\_\_  
 And Title David N. Vander Ploeg - Vice President & Treasurer

[An individual signing on behalf of a partnership or corporation must indicate position or relationship to debtor.]

☐ continuation sheets attached

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571

#### DECLARATION AND SIGNATURE OF NON-ATTORNEY BANKRUPTCY PETITION PREPARER (See 11 U.S.C. § 110)

I declare under penalty of perjury that: (1) I am a bankruptcy petition preparer as defined in 11 U.S.C. § 110; (2) I prepared this document for compensation and have provided the debtor with a copy of this document and the notices and information required under 11 U.S.C. §§ 110(b), 110(h), and 342(b); and, (3) if rules or guidelines have been promulgated pursuant to 11 U.S.C. § 110(h) setting a maximum fee for services chargeable by bankruptcy petition preparers, I have given the debtor notice of the maximum amount before preparing any document for filing for a debtor or accepting any fee from the debtor, as required by that section.

\_\_\_\_\_  
 Printed or Typed Name and Title, if any, of Bankruptcy Petition Preparer

\_\_\_\_\_  
 Social-Security No. (Required by 11 U.S.C. § 110.)

*If the bankruptcy petition preparer is not an individual, state the name, title (if any), address, and social-security number of the officer, principal, responsible person, or partner who signs this document.*

\_\_\_\_\_  
 Address

\_\_\_\_\_  
 Signature of Bankruptcy Petition Preparer

\_\_\_\_\_  
 Date

Names and Social-Security numbers of all other individuals who prepared or assisted in preparing this document unless the bankruptcy petition preparer is not an individual:

If more than one person prepared this document, attach additional signed sheets conforming to the Official Form for each person

*A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both. 18 U.S.C. § 156.*