

# PUBLIC AUCTION

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By Order of Owner  
**In the Matter of Average Joe dba  
Mica, Shana, Voom**  
943 10<sup>th</sup> Street, Los Angeles, CA

## AUCTION

## CATALOG

**Auction: Thursday, July 21, beginning at 10:30am**  
**Preview: Wednesday, July 20, From 9:00am-4:00pm**  
**Site Phone # (818)652-8053**

***\$300.00 Cash Refundable Deposit required for each Registered Buyer.  
Limit of Two People per Buyer Card.***

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**TERMS: Cash, Cashier's Check or Wire Transfer • 10% Buyers Premium**

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## CMA AUCTION SERVICES

**AUCTIONS – APPRAISALS- LIQUIDATIONS**

**40 East Verdugo Avenue, Burbank, CA 91502**

**(818) 972-5353 • FAX (818) 972-5301**

**CMA AUCTIONS • Bond #: 5S100845181BCA02**

**COMPANY CHECKS W/BANK LETTER OF GUARANTEE ONLY-NO CREDIT CARDS**

**SAMPLE – CHECK GUARANTEE LETTER**  
**MUST BE SUBMITTED ON BANK LETTERHEAD**

DATE: Current Date

Victoria Murawske  
CMA Auction Services  
40 East Verdugo Avenue  
Burbank, California 91502

RE: Bank Guarantee Letter/Auction Name

Dear Ms. Murawske:

**Your Bank Name** will guarantee **Your Company Name** check # \_\_\_\_\_ from their account # \_\_\_\_\_ up to **\$Amount**. This Letter of Guarantee is valid for 15 business days from date of check.

If you have any questions, please call Bank Contact and Bank Phone Number.

Signature – **Bank Officer**

This is the **ONLY** type of guarantee letter that will be acceptable.  
Please do not modify the letter.

If you have any questions please feel free to contact Victoria Murawske at (818) 972-5352.

**CMA BUSINESS CREDIT SERVICES  
CMA AUCTION SERVICES**

40 East Verdugo Avenue  
Burbank, California 91502-1931

**AVERAGE JOE dba  
MICA , SHANA, VOOM**

**TERMS AND CONDITIONS**

1. Items will be offered in units of piece, feet or in bulk to the highest bidder.
2. 10% Buyer's Premium will be added to all purchases.
3. 25% cash deposit required to bid: balance to be paid within 24 hours after acceptance of bid. Payment must be made in cash, cashier's check, certified check, or wire transfer (American River Bank: 520 Capitol Mall, Suite 100, Sacramento, CA 95814, CMA Auction Services Account Number 0510718839 AB Number 121140263) payable to CMA, no personal or company checks accepted without a Bank guarantee letter (see attached for sample) or prior approval by auctioneer. Full payment must be made before removal of purchase. In the event the purchaser fails to pay the purchase price within the time limits set forth in the catalog and/or announced by the auctioneer at the sale and/or fails to comply with any of the terms of sale, the seller may resell at public or private sale any and all of the purchaser's merchandise in the possession of auctioneers. Purchaser hereby agrees to pay any deficiency resulting from such resale together with all charges, fees and expenses in conjunction with such resale and further agrees that auctioneer may retain the auction deposit to be applied to any such deficiency.
4. ITEMS WILL BE SOLD ON AN AS-IS BASIS WITHOUT ANY WARRANTY OR REPRESENTATION WHATSOEVER. ALL SALES ARE FINAL. Purchaser agrees to pay all costs of removal and purchaser does hereby indemnify and hold harmless auctioneers and seller for any and all damage, claim or liability, for injuries to persons or property caused by the removal of items purchased.
5. No purchases may be removed until the conclusion of the auction. Following conclusion of the auction, merchandise purchased must be removed from the premises within the time limits announced by the auctioneer at the sale. Any merchandise not removed within that time limit shall be deemed to have been abandoned by the purchaser and ownership thereof reverts to the seller. Any deposit or other payment made by the purchaser to the auction shall be retained by the auctioneer as liquidated damages for the failure of the purchaser to comply with the purchase agreement.
6. While quantities, descriptions and capacities are believed to be correct, there are no guarantees and the auctioneers, owners and advertising media will not be held responsible for any written or verbal discrepancies or inaccuracies whatsoever.
7. Overages or shortages above or below estimated counts will be adjusted. However, such adjustments must be made before removal of merchandise from the premises.

8. The auctioneer reserves the right to group lots, make lots smaller or to add to or delete or to change numerical sequence of lots at his sole discretion and reserves the right not to accept or acknowledge any bid which is merely a fractional advance over the preceding bid.
9. The auctioneers assume no responsibility for any liability once title passes.
10. In the event of a tie bid, the auctioneer has the right to reopen the bidding to determine the highest bidder. Unless otherwise announced by the auctioneer in the auction brochure or at the time of the sale, the sale is "with reserve" and, therefore, the auctioneer may withdraw any item from the sale until he announces completion of the sale of that item by announcing "sold". Notice is hereby given that the seller has reserved the right to bid on any lot being offered for sale unless an announcement is made at the time of the sale that the right to bid by or on behalf of seller has not been reserved.
11. Sales taxes will be added to purchase price of all taxable items. Dealers who purchase for resale must pay the sales tax or provide satisfactory proof that the purchaser has a valid sellers permit and submit a signed written certificate that the item is being purchased for the purpose of resale.
12. The auctioneer shall in no event be liable to the purchaser for non-delivery of any lot for any reason except for the return to the purchaser of the deposit or monies paid for such non-delivered lots.
13. In the event that it becomes necessary for the seller or auctioneer to commence an action to enforce the terms of this agreement or to collect a check returned for non-sufficient funds or stop payment, the purchaser and/or maker of the check agrees to pay all attorneys fees so incurred.
14. Out-of-State buyer's Certificate to clear sales tax: "I certify that all merchandise to be purchased at this sale is for delivery to another state and seller shall deliver to designated carrier for that purpose. Costs incurred by seller for such shipments shall be added to bid price, unless buyer makes arrangements for such costs with carrier."
15. Shipment of items Out of State. As a condition of any sale to be shipped out of state, the auctioneer shall maintain possession and control of the property until such time as the item is delivered to a common carrier for shipment out of state. The shipment for items purchased will be made to any point outside of this STATE as designated by the successful bidder pursuant to and as a part of the contract of sale. In the event disassembly or packing or both are required with respect to any item to be shipped out of state, any costs incurred by the seller for such disassembly or packing or both shall be added to the bid price.
16. CMA reserves the right to refuse any individuals admittance and participation in any or all of its public auctions.
17. Any material handling equipment (Forklifts, pallet jacks, etc.) being sold at the auction will be used in the removal of auction item (s) during the removal (check-out) period. Purchasers acknowledge that this equipment will not be picked up until the final day of check-out.

18. Proxy bids may be submitted to CMA prior to the auction if accompanied by cash or cashier's check for 25% of the bid. All proxy bids will be held in confidence.
19. Announcements on the day of the sale take precedence over all written materials.
20. The auction is in accordance with local, state and national commercial and penal codes.
21. The auction is being conducted pursuant to Section 2328 of the Commercial Code, Section 535 of the Penal Code and the provisions of the California Auctioneer and Auction Licensing Act. CMA Auction Services employs only licensed California Auctioneers. The auctioneer and Auction Company have a bond on file with the Secretary of State.
22. All Purchases must be removed from the premises no later than Monday, July 25th, 2005 by 4:00 p.m.
23. Beware, any damage caused to the auction premises upon removal of any lot by the Buyer, is Buyer's responsibility.

**Checkout by Appointment Only!**

Thursday, July 21st	After Auction Until 4:00
Friday, July 22nd	9:00 am – 4:00 pm
Monday, July 25th	9:00 am – 4:00 pm

**ALL INVOICES MUST BE PAID IN FULL BY  
12:00 P.M. ON FRIDAY, JULY 22<sup>nd</sup>, 2005**

**CHECK OUT IS BY APPOINTMENT ONLY.  
PLEASE BE SURE TO SIGN UP WITH THE REGISTRATION  
DESK!!!!**

LOT#	QTY	DESCRIPTION
1	2	ASSORTED HAND TRUCKS
2	1	DAYTON FLOOR FAN
3	1	HUNTER DIVISION FLOOR FAN
4	2	ASSORTED LADDERS
5	2	BETTER PACK 333 TAPE DISPENSER
6	1	BETTER PACK 555L TAPE DISPENSER
7	1	GURY FABRIC CUTTER
8	1	DOUBLE INSULATE FABRIC CUTTER
9	1	BLUE STREAK II FABRIC CUTTER 2-UK9625
10	1	SUSSMAN AQUA GOLD IRON
11	1	SUSSMAN AQUA GOLD IRON
12	1	SUSSMAN AQUA GOLD IRON
13	1	LOT OF ASSORTED STANDS
14	1	LOT OF ASSORTED RULERS
15	1	LOT OF ASSORTED PICTURE FRAMES, WHITE BOARDS AND POST BOARDS
16	1	53FT CUTTING TABLE
17	1	LOT OF ASSORTED CARDBOARD
18	1	LOT OF ASSORTED CARDBOARD
19	1	LOT OF ASSORTED CARDBOARD
20	2	HANGER WRAPPING RACKS
21	1	BLUE WORK BENCH
22	1	BLUE WORK BENCH
23	1	LOT OF ASSORTED CLEANING SUPPLIES
24	1	LOT OF ASSORTED LAUNDRY BASKETS
25	1	LOT OF ASSORTED DESK AND TABLES
26	1	MOTOR MASTER 20000 SERIES FABRIC MEASURER
27	1	LOT OF ASSORTED FABRIC REMNANTS
28	1	LOT OF ASSORTED FABRIC REMNANTS
29	1	LOT OF ASSORTED FABRIC REMNANTS
30	1	LOT OF ASSORTED FABRIC REMNANTS
31	1	LOT OF ASSORTED FABRIC REMNANTS
32	1	LOT OF ASSORTED FABRIC REMNANTS
33	1	LOT OF ASSORTED FABRIC REMNANTS
34	1	LOT OF ASSORTED FABRIC REMNANTS
35	1	LOT OF ASSORTED FABRIC REMNANTS
36	1	LOT OF ASSORTED FABRIC REMNANTS
37	1	LOT OF ASSORTED FABRIC REMNANTS
38	1	LOT OF ASSORTED FABRIC REMNANTS
39	1	LOT OF ASSORTED FABRIC REMNANTS
40	1	LOT OF ASSORTED MICA SAMPLE DRESSES
41	1	LOT OF ASSORTED MICA SAMPLE DRESSES
42	1	LOT OF ASSORTED MICA SAMPLE DRESSES
43	1	LOT OF ASSORTED MICA SAMPLE DRESSES
44	1	LOT OF ASSORTED MICA SAMPLE DRESSES
45	1	LOT OF NIGHT GOWN SAMPLES
46	1	LOT OF ASSORTED MICA SAMPLE SHIRTS
47	1	LOT OF ARDEN B. PURPLE DRESSES (INVENTORY)
48	1	LOT OF MICA WHITE DRESSES (INVENTORY)
49	1	LOT OF MICA BLACK DRESSES (INVENTORY)
50	1	LOT OF MICA PANTS AND CAPRIS
51	1	LOT OF MICA WHITE TANK TOPS
52	1	LOT OF MICA JACKETS AND SKIRTS
53	1	LOT OF ASSORTED MICA DRESSES (INVENTORY)
54	1	LOT OF ASSORTED MICA DRESSES (INVENTORY)
55	1	LOT OF ASSORTED MICA DRESSES (INVENTORY)
56	1	LOT OF ASSORTED MICA DRESSES (INVENTORY)
57	1	LOT OF ASSORTED MICA DRESSES (INVENTORY)
58	1	LOT OF MICA JACKETS
59	1	LOT OF MICA JACKETS
60	1	LOT OF MICA JACKETS

LOT#	QTY	DESCRIPTION
61	1	LOT OF MICA JACKETS
62	1	LOT OF ASSORTED DRESSES
63	1	LOT OF MICA DRESSES
64	1	LOT OF MICA DRESSES
65	1	LOT OF MICA DRESSES
66	1	LOT OF MICA DRESSES
67	1	LOT OF MICA DRESSES
68	1	LOT OF ASSORTED MICA PANTS
69	1	LOT OF ASSORTED MICA DRESSES
70	1	LOT OF ASSORTED MICA DRESSES
71	1	LOT OF ASSORTED MICA DRESSES
72	1	LOT OF MICA JACKETS
73	1	LOT OF MICA DRESSES
74	1	LOT OF MICA DRESSES
75	1	LOT OF MICA DRESSES
76	1	LOT OF SECTIONS OF SHELVING
77	1	LOT OF SECTIONS OF SHELVING
78	1	LOT OF SECTIONS OF SHELVING
79	4	SECTIONS OF SHELVING
80	1	SECTIONS OF SHELVING
81	1	LOT OF ASST MASTER DESIGN PATTERNS W/PATTERN GRADING TUBES
82	1	LOT OF ASSORTED PATTERN PAPER
83	1	LOT OF ASSORTED TAGS AND LABELS
84	1	LOT OF CLOTH HANGERS
85	1	LOT OF ASSORTED TRIM AND ACCESSORIES
86	1	CUTTING TABLE
87	2	WORK TABLE
88	1	SINGER 832 OVERLOCK SEWING MACHINE
89	1	SINGER 655 BLIND STITCH MACHINE
90	1	SINGER 191 SINGLE NEEDLE SEWING MACHINE
91	1	JUKI MO-2516 FIVE THREAD SEWING MACHINE
92	1	CONSEW 230 OVERLOCK SEWING MACHINE
93	1	SINGER 191 SINGLE NEEDLE SEWING MACHINE
94	1	SINGER 191 SINGLE NEEDLE SEWING MACHINE
95	1	CONSEW 230 R-1 SINGLE NEEDLE SEWING MACHINE
96	1	CONSEW 230 R-1 SINGLE NEEDLE SEWING MACHINE
97	1	CONSEW 230 R-1 SINGLE NEEDLE SEWING MACHINE
98	1	KENMORE ZIP ZAG SEWING MACHINE
99	1	IRON TABLE
100	1	WORK TABLE
101	7	ASSORTED MANNEQUINS
102	2	BOOKSHELVES (BROWN)
103	1	BOOKSHELVES (BLACK)
104	2	BOOKSHELVES (BLACK)
105	1	CPU W/MONITOR, KEYBOARD, MOUSE
106	1	CPU W/MONITOR, KEYBOARD, MOUSE
107	1	CPU W/MONITOR, KEYBOARD, MOUSE
108	1	EPSON FX-2170 FORMS PRINTER
109	1	EPSON FX-880 FORMS PRINTER
110	1	EPSON FX-870 FORMS PRINTER
111	1	EPSON FX-870 FORMS PRINTER
112	1	OKI DATA MICROLINE 320 TURBO 9 PIN PRINTER
113	1	HP LASERJET 1100 PRINTER
114	1	FAIRBANKS SCALE W/LP 2844 PRINTER
115	1	LOT OF ASSORTED MONITORS
116	1	LOT OF ASSORTED SOFTWARE
117	1	TABLE
118	1	TABLE
119	1	TABLE
120	1	TABLE

LOT#	QTY	DESCRIPTION
121	7	MICA DISPLAY
122	4	BROWN CHAIRS
123	5	CHROME CHAIRS
124	4	METAL CHAIRS
125	2	GREEN CHAIRS
126	3	BROWN CHAIRS
127	1	LOT OF EXPO DISPLAY
128	1	BOOKSHELF
129	2	4-DRAWER FILING CABINETS
130	2	4-DRAWER FILING CABINETS
131	2	4-DRAWER FILING CABINETS
132	2	4-DRAWER FILING CABINETS
133	1	2-DRAWER FILING CABINET
134	1	DESK
135	1	LOT OF ASSORTED CHAIRS
136	1	TOPPS MINI REFRIGERATOR
137	1	SHARP CAROUSEL MICROWAVE
138	1	WHITE STORAGE CABINET
139	1	PANASONIC KX-TD1232 DIGITAL PHONE SYS. W/KX-TVS100 VOICE PROCESSING SYS. & PHONES
140	1	AMANO MJR7000 TIME CLOCK W/CARD RACKS
141	2	LEATHER SOFAS
142	1	CUTTING TABLE W/CHAIRS
143	1	BROWN U-SHAPED DESK
144	1	MINOLTA 1600E FAX MACHINE
145	1	MINOLTA CF2002 COPIER (SUBJECT TO CONFIRMATION)
146	1	OUT OF SALE
147	1	LOT OF ASSORTED OFFICE FURNITURE
148	6	ASSORTED FILING CABINETS
149	6	ASSORTED FILING CABINETS
150	1	LOT OF OFFICE SUPPLIES
151	1	LOT OF ASSORTED THREAD AND ACCESSORIES
152	1	CUTTING TABLE
153	1	LOT OF ASSORTED HEMMERS AND IRONING BOARDS
154	1	LOT OF ASSORTED CHAIRS
155	1	BUTTON HOLE SEWING MACHINE
156	1	SINGER 831 OVERLOCK SEWING MACHINE
157	1	JUKI DDL-555 SINGLE NEEDLE SEWING MACHINE
158	1	JUKI MO-2516 FIVE THREAD OVERLOCK SEWING MACHINE
159	1	SINGER 832 FIVE THREAD OVERLOCK SEWING MACHINE
160	1	WILLCOX & GIBBS COVER STITCH SEWING MACHINE
161	1	BROTHER FIVE THREAD OVERLOCK SEWING MACHINE
162	1	SINGER 591 SINGLE NEEDLE SEWING MACHINE
163	1	REX 618-C-6 BLIND STITCH SEWING MACHINE
164	1	CONSEW 230R-1 SINGLE NEEDLE SEWING MACHINE
165	1	LOT OF ASSORTED TONERS AND COMPUTER PARTS
166	1	HP DESKJET 970 CSE PRINTER
167	1	EPSON FX-870 FORMS PRINTER
168	1	CPU W/MONITOR, KEYBOARD, MOUSE
169	1	AWIA STEREO W/STAND
170	1	KOMATSU 5000LB CAP, FORKLIFT TRIPLE, 188IN, SIDE SHIFT, LPG
171	1	NISSAN 3000LB CAP ELECTRIC FORKLIFT, TRIPLE, 188IN W/CARTON CLAMP AND CHARGER
172	1	NISSAN 3000LB CAP ELECTRIC FORKLIFT, TRIPLE, 188IN W/CHARGER
173	1	KOMATSU 4000LB CAP FORKLIFT, AIR TIRES, LPG