

Attorney or Party Name, Address, Telephone & FAX Numbers, and California State Bar Number Evan D. Smiley, State Bar No. 161812 Philip E. Strok, State Bar No. 169296 Weiland, Golden, Smiley, Wang Ekvall & Strok, LLP 650 Town Center Drive, Suite 950 Costa Mesa, CA 92626 (714) 966-1000 (714) 966-1002	FOR COURT USE ONLY
UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA	
In re: SPECTRUM RESTAURANT GROUP, INC., a Delaware corporation, et al. <div style="text-align: right;">Debtor(s).</div>	CASE NO.: SA 06-11444 ES Chapter 11 Case

NOTICE OF SALE OF ESTATE PROPERTY

Sale Date: May 29, 2007	Time: 10:30 a.m.
Location: Courtroom 5A, 411 West Fourth Street, Santa Ana, CA 92701	

Type of Sale: Public: Private: Last date to file objections: May 15, 2007

Description of Property to be Sold: See Attached Notice (Tutto Mare - La Jolla)

Terms and Conditions of Sale: See Attached Notice

Proposed Sale Price: At least \$333,400

Overbid Procedure (If Any): Subject to overbid on Sale Date - See Attached Notice

If property is to be sold free and clear of liens or other interests, list date, time and location of hearing:
 May 29, 2007 at 10:30 a.m., Courtroom 5A

Contact Person for Potential Bidders (include name, address, telephone, fax and/or e:mail address):
Weiland, Golden, Smiley, Wang Ekvall & Strok, LLP
Attn: Philip E. Strok
650 Town Center Drive, Suite 950
Costa Mesa, California 92626
Telephone (714) 966-1000; Facsimile (714) 966-1002; Email: PStrok@wqllp.com

Date: May 4, 2007

1 **WEILAND, GOLDEN,**
2 **SMILEY, WANG EKVALL & STROK, LLP**
3 Evan D. Smiley, State Bar No. 161812
4 Philip E. Strok, State Bar No. 169296
5 Hutchison B. Meltzer, State Bar No. 217166
6 650 Town Center Drive, Suite 950
7 Costa Mesa, California 92626
8 Telephone: (714) 966-1000
9 Facsimile: (714) 966-1002

10 General Insolvency Counsel for Debtor
11 and Debtor-in-Possession

12 **UNITED STATES BANKRUPTCY COURT**
13 **CENTRAL DISTRICT OF CALIFORNIA**
14 **SANTA ANA DIVISION**

15 In re

16 SPECTRUM RESTAURANT GROUP, INC.,
17 a Delaware corporation; GRANDY'S, INC.,
18 a California corporation; SPOONS
19 RESTAURANTS, INC., a Texas
20 corporation; SPECTRUM FOODS, INC., a
21 California corporation; CRABBY BOB'S
22 FRANCHISE CORP., a California
23 corporation; LOCAL FAVORITE, INC., a
24 California corporation; Substantively
25 consolidated reorganized debtors under
26 Case No. SA 03-15911 ES,

27 Debtor and
28 Debtor-in-Possession.

Case No.: SA 06-11444 ES

Chapter 11 Case

**NOTICE OF HEARING ON
DEBTOR-IN-POSSESSION'S MOTION
FOR ORDER AUTHORIZING AND
APPROVING:**

- (1) **SALE OF CERTAIN ASSETS OF
THE ESTATE FREE AND CLEAR
OF LIENS, CLAIMS, AND
INTERESTS;**
- (2) **ASSUMPTION AND ASSIGNMENT
OF UNEXPIRED LEASE; AND**
- (3) **PAYMENT OF REAL ESTATE
BROKER**

[Tutto Mare – La Jolla located at 4365
Executive Drive, Suite 100, San Diego,
California 92122]

DATE: May 29, 2007
TIME: 10:30 a.m.
CTRM: 5A

NOTICE

1 **TO ALL PARTIES ENTITLED TO NOTICE:**

2 **PLEASE TAKE NOTICE** that on **May 29, 2007 at 10:30 a.m. in Courtroom 5A** of
3 the United States Bankruptcy Court located at 411 West Fourth Street, Santa Ana,
4 California, a hearing will be held on the motion of Spectrum Restaurant Group, Inc., a
5 Delaware corporation ("SRG"); Grandy's, Inc., a California corporation ("Grandy's");
6 Spoons Restaurants, Inc., a Texas corporation ("Spoons"); Spectrum Foods, Inc., a
7 California corporation ("Spectrum"); Crabby Bob's Franchise Corp., a California
8 corporation ("Crabby Bob's"); Local Favorite, Inc., a California corporation ("Local
9 Favorite"); Substantively consolidated reorganized debtors under Case No. SA 03-15911
10 ES (collectively, the "Debtor"), for order authorizing and approving: (1) sale of certain
11 assets of the estate free and clear of liens, claims, and interests; (2) assumption and
12 assignment of unexpired lease; and (3) payment of real estate broker (the "Motion").

13 **PLEASE TAKE FURTHER NOTICE** that Local Bankruptcy Rule
14 9013-1(a)(7) provides:

15 "[u]nless otherwise ordered by the court, each interested party
16 opposing, joining, or responding to the motion shall file and serve not later
17 than 14 days before the date designated for hearing either:

18 (i) A brief but complete written statement of all reasons in
19 opposition thereto or in support or joinder thereof, and answering
20 memorandum of points and authorities, declarations and copies of all
21 photographs and documentary evidence on which the responding party
22 intends to rely. The opposing papers shall advise the adverse party that
23 any reply to the opposition shall be filed with the Court and served on the
24 opposing party not later than 7 calendar days (not excluding Saturdays,
25 Sundays, and legal holidays) prior to the hearing on the motion; or

26 (ii) A written statement that the motion will not be
27 opposed."

28 **PLEASE TAKE FURTHER NOTICE** that papers not timely filed and served may
be deemed by the Court to be consent to the granting or denial of the motion, as the
case may be. See Local Bankruptcy Rule 9013-1(a)(11).

SUMMARY OF MOTION

The Debtor owns and operates a Tutto Mare Restaurant at leased premises
located at 4365 Executive Drive, Suite 100, San Diego, California ("Tutto Mare"). The
Debtor has located a purchaser to buy the assets located at and associated with
operating the restaurant, including the liquor license. The agreement requires the Debtor
to assume and assign to the purchaser the Debtor's lessee interest in the real property
lease. The total purchase price is at least \$333,400. The Debtor believes that the
transaction represents the highest and best offer for Tutto Mare and is in the best
interest of the estate. The Debtor also believes that the Motion is supported by The
Official Committee of Creditors Holding Unsecured Claims (the "Committee") and BET
Associates, L.P. ("BET"), the estate's largest creditor.

Spectrum owns and operates upscale unique specialty restaurants in California
including Prego Restaurante and Tutto Mare, which offer Northern Italian cuisine,
MacArthur Park and Harry's Bar, which offer American cuisine, and Guaymas which
offers Mexican cuisine.

1 Spectrum leases Tutto Mare pursuant to a lease dated December 27, 1989, as
2 subsequently amended (the "Lease"), from EOP – Plaza at La Jolla, L.L.C.
3 ("Landlord") as successor-in-interest.¹ The Lease currently expires on March 31, 2011
4 but Spectrum has an option to extend for one five-year term commencing on April 1,
5 2011. Although Tutto Mare is in a good location, it has experienced declining sales for
6 the past several years and some deferred maintenance.

7 The Debtor previously moved to assume the Lease, among other leases (the
8 "Lease Assumption Motion"). In connection with the Lease Assumption Motion, Landlord
9 has asserted existing pre-petition and post-petition monetary obligations outstanding on
10 the Lease totaling \$102,993.61 (the "Cure Amount"). A continued hearing on the Lease
11 Assumption Motion and any dispute over the Cure Amount is currently scheduled for
12 May 10, 2007 at 10:30 a.m. and the deadline by which the Lease must be assumed
13 pursuant to 11 U.S.C. § 365 has been extended to May 15, 2007.

14 Since the Petition Date, the Debtor has actively engaged in discussions with
15 several brokers and potential buyers regarding a transaction involving Tutto Mare. The
16 Debtor obtained Court approval to employ Burnham Real Estate, Inc. ("Broker") to act as
17 its exclusive real estate broker for Tutto Mare, among other properties. The Broker's
18 commission for Tutto Mare shall be calculated on the basis of ten percent (10%) of the
19 gross sales price, however, in no event shall the commission be less than \$35,000.
20 Broker shall be authorized to cooperate with and to share its commission with other
21 licensed real estate brokers. Broker has actively marketed Tutto Mare for sale.

22 The Debtor was recently approached by Italian Restaurants Corp., a California
23 corporation ("Purchaser"), through Broker. The Debtor and Purchaser have finalized an
24 Agreement for Purchase and Sale of Tutto Mare – La Jolla, CA ("Agreement"). The
25 Debtor has agreed to sell the assets located at or used by the Debtor in operating Tutto
26 Mare and to assume and assign its interest in the Lease to Purchaser. The total cash
27 consideration for the transaction is no less than \$333,400 ("Purchase Price"). An initial
28 deposit of \$50,000 has been placed in escrow pending closing of the transaction. If the
Purchaser fails to close the transaction, then the deposit (and any additional deposit) will
be released to the Debtor as set forth in the Agreement.

The Debtor and Purchaser may enter into a "First Amendment" to the Agreement
(requiring an additional \$25,000 deposit) and a Temporary License Agreement. The
Temporary License Agreement will allow Purchaser to enter upon Tutto Mare prior to
closing for the purpose of undertaking certain limited work on the premises. There will
be no increased deposit if the Temporary License Agreement is not finalized and
executed prior to the hearing on this Motion.

Sale and Assignment of Personal Assets

Pursuant to the Agreement, the Debtor agrees to sell and the Purchaser agrees to
buy all of the Debtor's personal property assets located at the Tutto Mare Restaurant
free and clear of all liens and encumbrances on an as-is, where-is basis. The
Agreement also provides for the Debtor to assign to the Purchaser the Debtor's liquor
license for Tutto Mare. The Debtor's trade names, service marks, logos or any other
intellectual property rights are excluded from the sale.

Conditions to Performance

Conditions to Purchaser's obligation to perform include: (a) Court approval of the
Agreement, including the assumption and assignment of the Lease to Purchaser; and

¹ The Debtor is informed that Landlord's interest in the Lease was assigned to or acquired by The
Irvine Company.

1 (b) approval of the transfer of the liquor license by the California Department of Alcoholic
2 Beverage Control or the issuance of a temporary license to Purchaser.

3 **Subject to Overbid**

4 The sale and assignment contemplated in the Agreement is subject to overbid at
5 the time of the hearing on this Motion. The Debtor shall determine in its sole discretion in
6 consultation with the Committee and BET, if available for such consultation, subject to
7 Court approval, which is the highest and best bid. In making this determination, the
8 Debtor shall consider, without limitation, the amount of the purchase price, the form of
9 the consideration being offered, the net cash proceeds to be received by the Debtor, the
10 broker's commission to be paid, the likelihood of the bidder's ability to close the
11 transaction and the timing thereof.

12 Any party who is interested in submitting an overbid must provide written notice of
13 intent to overbid and certified funds in the amount of \$75,000 to the Debtor's attorneys at
14 least 48 hours prior to the hearing on this Motion.

15 **Assumption and Assignment of the Lease / Personal Guaranty**

16 Pursuant to the Agreement, the Debtor agrees to assume and assign its interest in
17 the Lease to the Purchaser and Purchaser agrees to assume the going-forward
18 obligations under the Lease. If required in order to obtain Court approval of the
19 Agreement, Alessandro Carollo (Mr. Carollo), the President of Purchaser, will execute a
20 personal guaranty of the Lease in favor of Landlord in such form as the Court and/or
21 Landlord may require.

22 **Assumption and Assignment of the Ecolab Contract**

23 Pursuant to the Agreement, the Debtor agrees to assume and assign its interest in
24 Ecolab Contract # 015574270 (glass washer lease)("Ecolab Contract") to the Purchaser
25 and Purchaser agrees to assume the going-forward obligations under the Ecolab
26 Contract. The Debtor believes it is current on all pre- and post-petition obligations under
27 the Ecolab Contract and that no cure amount is due. Unless Ecolab files and serves an
28 objection setting forth a cure amount, then Ecolab will receive \$0.00 at the time of the
closing. If no objection is filed and served, Ecolab waives its rights to challenge the cure
amount and the cure amount shall be fixed at \$0.00. Disputed cure amounts will be
escrowed as to not impede the closing of the transaction.

29 **Broker's Commission**

30 The Debtor shall be responsible for all commissions/fees owing to Broker.

31 **Sale Proceeds**

32 The sale proceeds net of customary closing costs, cure payments, brokerage fees
33 and tax payments will be held in reserve by the Debtor pending further order of the Court
34 with the liens, claims and interests of BET to attach to the proceeds to the same extent,
35 validity and priority as existed as of the Petition Date.²

36 Italian Restaurants Corp., a California corporation, is wholly owned by Mr. Carollo.
37 Mr. Carollo is a chef/owner interested in acquiring Tutto Mare for the purpose of
38 operating an upscale Italian restaurant called Venice Ristorante & Wine Bar serving both
lunch and dinner. Mr. Carollo currently owns (either wholly or partially) and operates the
following restaurants in Colorado: (1) Chianti Ristorante & Wine Bar in Greenwood

² The Debtor is informed and believes that BET consents to the use of cash collateral for the purpose
of paying customary closing costs, cure payments, brokerage fees and tax payments as contemplated in
this Motion, subject to BET's right to object to the proceeds not being distributed to BET.

1 Village (opened in 2001); (2) Venice Ristorante Italiano in Greenwood Village (opened in
2 2002); and (3) Venice Ristorante & Wine Bar in Denver (opened in 2005).

3 After discussions with brokers and other potentially interested parties, the
4 Purchaser was the most desirable prospect and the Purchase Price with the Purchaser
5 was heavily negotiated. The Debtor believes that the total consideration offered by the
6 Purchaser represents the fair market value of the assets transferred and that the
7 proposed sale was conducted in a commercially reasonable manner. Moreover, the
8 possibility for overbids will ensure that the estate maximizes the value for Tutto Mare.

9 The sale of Tutto Mare was negotiated with the Purchaser at "arms-length." The
10 Purchaser has no relationship to the Debtor or its management. The sale was
11 conducted in a commercially reasonable manner. Accordingly, based on such facts and
12 circumstances, the Debtor requests that this Court determine the Purchaser to be a
13 "good faith purchaser" pursuant to 11 U.S.C. § 363(m).

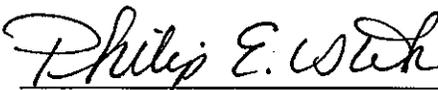
14 The Lease has not expired. With the exception of the Cure Amount, the Debtor is
15 current on all pre- and post-petition rent and other obligations under the Lease. Unless
16 the Landlord properly files and serves an objection to the Cure Amount or the Lease
17 Assumption Motion is resolved prior to the hearing on this Motion and the Cure Amount
18 fixed at a number different than set forth in this Motion, then the Landlord will receive at
19 the time of the closing (or promptly thereafter), the Cure Amount. If no objection is filed
20 and served, the Landlord waives its rights to challenge the Cure Amount and the Cure
21 Amount shall be fixed at the amount set forth in this Motion. Disputed cure amounts will
22 be escrowed as to not impede the closing of the transaction. In addition, Mr. Carollo is
23 an experienced restaurant operator and is prepared to execute a personal guaranty of
24 the Lease obligations if so required. The Debtor will provide Landlord with financial
25 information related to the Purchaser to demonstrate adequate assurance of future
26 performance thereunder by the assignee (or successful overbidder) at or before the
27 hearing on the Motion.

28 The assumption and assignment of the Lease are conditions to the proposed sale
and are therefore necessary, in the best interest of the estate and a proper exercise of
the Debtor's business judgment. Having met the requirements of § 365, the Debtor
believes that the assumption and assignment should be authorized by the Court.

Respectfully submitted,

DATED: May 4, 2007

WEILAND, GOLDEN,
SMILEY, WANG EKVALL & STROK, LLP

By: 
PHILIP E. STROK
General Insolvency Counsel for
Debtor and Debtor-in-Possession

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA,

3 COUNTY OF ORANGE

4 I am employed in the County of Orange, State of California. I am over the age of
5 18 and not a party to the within action; my business address is 650 Town Center Drive,
Suite 950, Costa Mesa, California 92626.

6 On May 4, 2007, I served the foregoing document described as
7 **NOTICE OF HEARING ON DEBTOR-IN-POSSESSION'S MOTION FOR ORDER**
8 **AUTHORIZING AND APPROVING:(1)SALE OF CERTAIN ASSETS OF THE ESTATE**
9 **FREE AND CLEAR OF LIENS, CLAIMS, AND INTERESTS;(2)ASSUMPTION AND**
ASSIGNMENT OF UNEXPIRED LEASE; AND(3)PAYMENT OF REAL ESTATE
BROKER on the interested parties in this action by placing true copies thereof enclosed
in sealed envelopes addressed as stated on the attached mailing list.

10 BY MAIL

11 I deposited such envelope in the mail at Costa Mesa, California. The
12 envelope was mailed with postage thereon fully prepaid.

13 I deposited such envelope with the firm for collection and processing. I am
14 "readily familiar" with the firm's practice of collection and processing
15 correspondence for mailing. It is deposited with U.S. postal service on that
16 same day with postage thereon fully prepaid at Costa Mesa, California in
the ordinary course of business. I am aware that on motion of the party
served, service is presumed invalid if postal cancellation date or postage
meter date is more than one day after date of deposit for mailing in
affidavit.

17
18 Executed on May 4, 2007, at Costa Mesa, California.

19 (State) I declare under penalty of perjury under the laws of the State of California
20 that the above is true and correct.

21 (Federal) I declare that I am employed in the office of a member of the bar of this
22 court at whose direction the service was made. I declare under the penalty of
perjury under the laws of the United States of America that the above is true and
23 correct.

24 Kelly M. Rivera
Type or print name


Signature

25
26
27
28

SERVICE LIST:

United States Trustee
411 W. 4th Street
Suite 9041
Santa Ana, CA 92701

Ken Mucha, CEO
Spectrum Restaurant Group, Inc.
18500 Von Karman Avenue., Suite 380
Irvine, CA 92612

Debtor and Debtor-in-Possession

James R. Janz, Esq.
Tomlinson Zisko LLP
200 Page Mill Road
Palo Alto, CA 94306

Special Counsel to Debtor

Jeffrey N. Pomerantz, Esq.
Pachulski, Stang, Ziehl, Young,
Jones & Weintraub PC
10100 Santa Monica Blvd., Ste. 1100
Los Angeles, CA 90067

**Attorneys for The Official
Committee of Unsecured Creditors**

Penelope Parmes, Esq.
Rutan & Tucker, LLP
611 Anton Blvd., Suite 1400
Costa Mesa, CA 92626
Attorneys for Secured Creditor, BET

Todd C. Ringstad, Esq.
Ringstad & Sanders LLP
2030 Main St #1200
Irvine, CA 92614
Attorneys for Anwar Soliman

Anwar Soliman
375 Camden Place
Laguna Beach, CA 92651
Shareholder

Lawrence E. Gustofson, Esq.
600 Grant Street, Suite 300
Denver, CO 80203
[Attorneys for Proposed Purchaser]

Italian Restaurants Corp.
32 Shade Tree
Irvine, CA 92603
Attn: Allessandro Carollo, President
[Proposed Purchaser]

Dean P. Sperling
Law Office of Dean P. Sperling
201 East Sandpointe, Suite 220
Santa Ana, CA 92707-5742
[Attorney for The Irvine Company]

Michael S. Gregor
Allen Matkins Leck Gamble Mallory & Natsis, LLP
1900 Main Street, Fifth Floor
Irvine, CA 92614-7321
[Attorneys for Landlord EOP-Plaza at La Jolla, L.L.C.]

EOP-Plaza at La Jolla, L.L.C.
c/o EOPME of California, Inc.
Attn: Property Manager
9255 Towne Center Drive, Suite 800
San Diego, CA 92121
[Landlord]

Equity Office
One Market
Attn: Los Angeles Regional Counsel
600 Spear Tower
San Francisco, CA 94105
[Landlord]

State of California Employment Development Department
Bankruptcy Group MIC 92E
P.O. Box 826880
Sacramento, CA 94280-0001

Internal Revenue Service
Insolvency Group 3, Mailstop 5503
24000 Avila Road
Laguna Niguel, CA 92677

State Board of Equalization
P.O. Box 942879
Sacramento, CA 95812-0090

Franchise Tax Board
Attn: Bankruptcy
P.O. Box 2952
Sacramento, CA 95812-2952

California Department of Alcoholic Beverage Control
Attn: David Goss, Acting Director
3927 Lennane Drive, Suite 100
Sacramento, CA 95834

California Department of Alcoholic Beverage Control
Attn: Robin Van Dyke
334 Via Vera Cruz, Suite 204
San Marcos, CA 92078

California Department of Alcoholic Beverage Control
Attn: Jennifer Hill
1350 Front Street, Room 5056
San Diego, CA 92101

San Diego County Treasurer Tax Collector
1600 Pacific Hwy, Room 162
San Diego, CA 92101

Burnham Real Estate, Inc.
Attn: William R. Shrader, Senior Vice President
110 West A Street, Suite 900
San Diego, CA 92101

State Board of Equalization
450 N. Street
P.O. Box 942879
Sacramento, CA 94279-0001

State Board of Equalization
San Diego Sales Tax Field Office
1350 Front Street, Room 5047
San Diego, CA 92101-3698

Ecolab
Attn: President
P.O. Box 70343
Chicago, IL 60673

Ecolab
Attn: Judy Westland EUC/1
370 Wabasha Street N.
St. Paul, MN 55102

Ecolab Inc.
Attn: Elizabeth Enrique
18383 East Railroad Street
City of Industry, CA 91748

In re Spectrum Restaurant Group, Inc.
Case No. SA 06-11444 ES
April 25, 2007
#198433v1 (MS)

REQUEST FOR SPECIAL NOTICE:

~~Brian D. Huben, Esq.
Katten Muchin Rosenman LLP
2029 Century Park East, 26th Floor
Los Angeles, California 90067-3012
Tel. (310) 788-4400
Fax (310) 788-4471~~
Attorney for Landlords
Email Request to Remove from RSN List

~~Heinz Binder, Esq.
Robert G. Harris, Esq.
Binder & Malter
2775 Park Avenue
Santa Clara, CA 95050
Tel. (408) 295-1700
Fax (408) 295-1534~~
Attorney for Daylight Produce Company, Inc.
Notice of Withdrawal dated 12/1/06

~~Michael L. Tuchin
Courtney Pozmantier
Klee, Tuchin, Bogdanoff & Stern LLP
1999 Avenue of the Stars, 39rd Floor
Los Angeles, CA 90067-6049
Tel. (310) 407-4000
Fax (310) 407-9090
email: cpozmantier@ktbslaw.com~~
Attorneys for U.S. Foodservice, Inc.

~~Ernie Zachary Park, Esq.
Bewley, Lasseben & Miller, LLP
13215 E. Penn Street, Suite 510
Whittier, CA 90602-1797
Tel. (562) 698-9774
——(714) 994-5134
Fax (562) 696-6357~~
Attorneys for The Irvine Company
Request for Removal from List

~~The Irvine Company LLC
Attn: Property Manager
18500 Von Karman Avenue, Suite 120
Irvine, CA 92612~~

~~The Irvine Company LLC
Attn: Vice President, Operations - Office Properties
P.O. Box 6370
Newport Beach, CA 92658-6370~~

Dean P. Sperling
Law Office of Dean P. Sperling
201 East Sandpointe, Suite 220
Santa Ana, CA 92707-5742
Tel. (714) 438-8090
Fax (714) 438-8088
email: dean@sperlinglaw.com
Attorney for The Irvine Company

U.S. Bancorp Equipment Finance, Inc.
13010 SW 68th Pkwy.
Portland, OR 97223

Richard W. Labowe, Esq.
Labowe, Labowe & Hoffman, LLP
1631 West Beverly Blvd., 2nd Floor
Los Angeles, CA 90026
Tel. (213) 250-9800
U.S. Bancorp Equipment Finance, Inc.

Daniel J. Weintraub, Esq.
Weintraub & Selth, APC
12424 Wilshire Blvd., Suite 1120
Los Angeles, CA 90025
Tel. (310) 207-1494
Fax (310) 442-0660
Email: dan@wsrlaw.net
Attorneys for Pivar-Ellis

Paul S. Arrow, Esq.
Buchalter, Nemer, APC
1000 Wilshire Blvd., Ste. 1500
Los Angeles, CA 90017-5704
Tel. (213) 891-0700
Fax (213) 896-0400
Email: parrow@buchalter.com
Attorneys for CIT

David J. Cook, Esq.
Cook, Perkiss & Lew, APC
333 Pine Street, Suite 300
San Francisco, CA 94101-3381
Mailing Address:
P.O. Box 270
San Francisco, CA 94104-0270
Tel. (415) 989-4730
Fax (415) 989-0491
**Attorneys for Bi-Rite Foodservice Distributors,
Newport Fish Company and Sierra Meat Co.**

Bi-Rite Foodservice Distributors
Attn: Linda
123 South Hill Drive
Brisbane, CA 94005

Newport Fish Company
Attn: Frank Todaro
457 South Canal Street
So. San Francisco, CA 94080

Sierra Meat Co. (FDA Durham Meat)
Attn: Larry Flocchini
2026 Martin Avenue
Santa Clara, CA 95050

Todd C. Ringstad, Esq.
Ringstad & Sanders LLP
2030 Main St #1200
Irvine, CA 92614
Tel. (949) 851-7450
Fax (949) 851-6926
Attorneys for Anwar Soliman

Matt E. Beal, Esq.
Lowndes, Drosdick, Doster,
Kantor and Reed, P.A.
215 North Eola Drive
Post Office Box 2809
Orlando, FL 32802
Tel. (407) 418-6259
Fax (407) 843-4444
Email: matt.beal@lowndes-law.com
Attorneys for CNL APF Partners, LP

Elizabeth Banda
Perdue, Brandon, Fielder, Collins & Mott, LLP
P.O. Box 13430
Arlington, TX 76094-0430
Tel. (817) 461-3344
Fax (817) 860-6509
email: arlbank@pbfc.com
**Attorneys for Anna ISD, Arlington ISD, Johnson
County Hill County Jr. College, Alvarado ISD,
City of Alvarado, Cleburne ISD, City of Cleburne**

Louis W. Diess, III, Esq.
McCarron & Diess
4900 Massachusetts Ave., N.W.
Suite 310
Washington, DC 20016
Tel. (202) 364-0400
Fax (202) 364-2731
ldiess@mccarronlaw.com
**Attorneys for F.T. Produce, Inc. Dba Family Tree Produce
and Daylight Produce Company, Inc.**

Joseph Chaote, Jr., Esq.
Bradley L. Cornell, Esq.
Chaote & Chaote
523 West 6th Street
Suite 541
Los Angeles, CA 90014
Tel. (213) 623-8136
Fax (213) 623-6429
Attorneys for F.T. Produce, Inc. Dba Family Tree Produce

F.T. Produce, Inc.
dba Family Tree Produce
5510 East La Palma Ave.
Anaheim, CA 92807-2106

Monte S. Gordon, Esq.
Law Offices of Monte S. Gordon
11355 W. Olympic Blvd., Suite 300
Los Angeles, CA 90064
Tel. (310) 914-9500
Fax (310) 914-3399
Attorney for Charles J. Lyons, Jr.

Jeffrey N. Pomerantz, Esq.
Hamid R. Rafatjoo, Esq.
Pachulski, Stang, Ziehl, Young,
Jones & Weintraub PC
10100 Santa Monica Blvd., Ste. 1100
Los Angeles, CA 90067
Tel. (310) 277-6910
Fax (310) 201-0760

**Proposed Attorneys for The Official
Committee of Unsecured Creditors**

Penelope Parmes, Esq.
Lisa N. Neal, Esq.
Rutan & Tucker, LLP
611 Anton Blvd., 14th Floor
Costa Mesa, CA 92626-1931
Tel. (714) 641-5100
Fax (714) 546-9035

**Attorneys for Creditor
BET Associates, L.P.**

Scott L. Goodsell, Esq.
William J. Healy, Esq.
Campeau Goodsell Smith, L.C.
440 N. First Street, Suite 100
San Jose, CA 95112
Tel. (408) 295-9555
Tax (408) 295-6606

**Attorneys for David Keesling and Barbara Keesling,
Individually and as Trustees of the Keesling Family
Trust as Executed October 14, 1984; The Voytek Family
Investment Company, LLC, a California Limited Liability Company**

Patricia A. Howe and
The Estate of Michael C. Howe
4500 Roland
Unit 504
Dallas, TX 75219

William R. Creasey, Esq.
Owens, Clary & Aiken, LLP
700 North Pearl Street
Dallas, TX 75201
Tel. (214) 698-2100
Fax (214) 698-2121
email: wcreasey@oca-law.com
**Attorneys for Patricia A. Howe
and the Estate of Michael C. Howe**

D'Layne Peeples, Esq.
Perdue, Brandon, Fielder, Collins & Mott, LLP
P.O. Box 9132
Amarillo, TX 79105
Tel. (806) 359-3188
Fax (806) 359-5126
email: dpeeples@pbfc.com
Attorneys for Taxing Districts Collected by Potter County

Jay W. Hurst
Assistant Attorney General
c/o Sherri K. Simpson, Legal Assistant
Office of the Texas Attorney General
Bankruptcy & Collections Division
P.O. Box 12548
Austin, TX 78711-2548
Te. (512) 475-4861
Fax (512) 482-8341
Attorney for the Texas Comptroller of Public Accounts

Nancy J. Newman, Esq.
Jordan A. Lavinsky, Esq.
Hanson, Bridgett, Marcus, Vlahos & Rudy, LLP
425 Market Street, 26th Floor
San Francisco, CA 94105
Tel. (415) 777-3200
Fax (415) 541-9366
email: nnewman@hansonbridgett.com
email: jlavinsky@hansonbridgett.com
Attorneys for Madison Bay Street LLC

Elizabeth Weller, Esq.
Linebarger Goggan Blair & Sampson, LLP
2323 Bryan Street
Suite 1600
Dallas, TX 75201
Tel. (214) 880-0089
Fax (469)221-5002
email: dallas.bankruptcy@publicans.com
**Attorneys for Dallas County, Rockwall County,
Rockwall Cad, City of Memphis, Tarrant County,
Gregg County, Irving ISD, Grayson County,
Hunt County, City of Richardson, Kaufman County**

Karl E. Block, Esq.
Loeb & Loeb
10100 Santa Monica Blvd., Suite 2200
Los Angeles, CA 90067
Tel. (210) 282-2000
Fax (310) 282-2200
email: kblock@loeb.com
Attorneys for Pacificare of California and Pacificare of Texas, Inc.

David G. Aelvoet, Esq.
Linebarger, Goggan, Blair & Sampson, LLP
Travis Building
711 Navarro, Suite 300
San Antonio, TX 78205
Tel. (210) 225-6763
Fax (210) 226-4309
Attorneys for Ector Cad and Other Taxing Jurisdictions

Alyssa Milman White, Esq.
450 Newport Center Drive
Suite 420
Newport Beach, CA 92660
Tel. (949) 640-0800
Fax (949) 640-0887
Attorneys for Creditor, Soletta Vini Import

Susan R. Fuertes, Esq.
Aldine Independent School District
14910 Aldine-Westfield Road
Houston, TX 77032
Tel. (281) 985-6319
Fax (281) 985-6321
Attorneys for Aldine Independent School District

Amy P. Cole, Associate Counsel
Weingarten Realty Investors
2600 Citadel Plaza Drive
Houston, TX 7708
Tel. (713) 866-6836
Fax (713) 880-6146
email: acole@weingarten.com
Landlord for the Property in Houston, TX

John p. Byrne, Esq.
20969 Ventura Blvd., Suite 230
Woodland Hills, CA 91364-2378
Tel. (818) 583-5520
Fax (818) 593-5522
email: byrnelaw@lawyers.com
Attorney for Burbank Mall Associates, LLC

Reliance Insurance Company
Attn: Drexel B. Harris - Law Department
75 Broad Street, 10th Floor
New York, NY 10004
Tel. (212) 858-9173
Fax (212) 858-9098
email: loretta.jones@relianceinsurance.com
Creditor

Leslie A. Cohen, Esq.
Liner Yankelevitz
Sunshine & Regenstreif LLP
1100 Glendon Ave., 14th Floor
Los Angeles, CA 90024-3503
Tel. (310) 500-3500
Fax (310) 500-3501
Attorneys for CNL APF Partners and USRP Funding 2001-A, LP

Joshua D. Wayser, Esq.
Lord, Bissell & Brook, LLP
300 S. Grand Avenue, Suite 800
Los Angeles, CA 90071
Tel. (213) 485-1500
Attorneys for Landlord L.A. Ontario Associates

Davor Rukavina, Esq.
Munsch Hardt Kopf & Harr, P.C.
3800 Lincoln Plaza
500 N. Akard Street
Dallas, TX 75201
Tel. (214) 855-7500
Fax (214) 978-4365
Attorneys for Retail Plazas, Inc.

Tally F. Parker, Jr.
Parker & Marks, P.C.
1333 Corporate Drive, Suite 209
Irving, TX 75038
Tel. (972) 756-9237
Fax (972) 719-0905
Attorneys for City of Irving, Texas

Barbara Z. Abrams
c/o Gregg M. Ficks, Esq.
Coblentz, Patch, Duffy & Bass, LLP
One Ferry Bldg., Suite 200
San Francisco, CA 94111
Tel. (415) 391-4800
Fax (415) 989-1663
email: gmf@cpdb.com
Attorneys for Barbara Z. Abrams

Mark H. Ralston, Esq.
Munsch Hardt Kopf & Harr, P.C.
3800 Lincoln Plaza
500 N. Akard Street
Dallas, TX 75201
Tel. (214) 855-7513
Fax (214) 978-4376
email: mrалston@munsch.com
Attorneys for BRE/LQ Properties, LLC

David McCall, Esq.
Gay, McCall, Isaacks, Gordon & Roberts, P.C.
777 E. 15th Street
Plano, TX 75074
Tel. (972) 424-8501
Fax (972) 424-5619
Attorneys for The Collin County Tax Assessor/Collector

Dr. Milton and June Ullman
1001 Center St., Unit 7D (La Jolla Seville)
La Jolla, CA 92037
Lessors of Grandy's Restaurant in Arlington, TX

Iron Mountain Information Management, Inc.
c/o Frank F. McGinn, Esq.
Barlett Hackett Feinberg, P.C.
155 Federal Street, 9th Floor
Boston, MA 02110
(617) 422-0200
email: ffm@bostonbusinesslaw.com

Marthan J. Simon
Law Offices of Martha J. Simon
155 Montgomery Street, Suite 1004
San Francisco, CA 94101
Tel. (415) 434-1888
Fax (415) 434-1880
email: mjsimon@mjsimonlaw.com
Attorneys for Pacific Gas and Electric Co.

John P. Dillman, Esq.
Linebarger Goggan Blair & Sampson, LLP
P.O. Box 3064
Houston, TX 77253-3064
Tel. (713) 844-3478
Fax (713) 844-3503
Attorney for Taxing Authorities

Michael Reed
McCreary, Veselka, Bragg, and Allen, P.C.
P.O. Box 1269
Round Rock, TX 78680
Tel. (512) 323-3200
**Attorneys for County of Denton,
Taylor Central Appraisal District,
County of Williamson**

Blackmar, Principe & Schmelter, APC
c/o George B. Blackmar, Esq.
600 B Street, Suite 2250
San Diego, CA 92101
Tel. (619) 238-8900
Fax (619) 236-8180
e-mial: gblackmar@bpslaw.net
Attorneys for Creditor PK II EI CAMINO NORTH LP

Blackmar, Principe & Schmelter, APC
c/o George B. Blackmar, Esq.
600 B Street, Suite 2250
San Diego, CA 92101
Tel. (619) 238-8900
Fax (619) 236-8180
e-mial: gblackmar@bpslaw.net
Attorneys for Creditor KIR RICHARDSON, L.P.

Elizabeth Banda
Perdue, Brandon, Fielder, Collins & Mott, LLP
P.O. Box 13430
Arlington, TX 76094-0430
(817) 461-3344
Fax (817) 860-6509
email: arlbank@pbfem.com
**Attorneys for Richardson Independent School
District City of Hurst**

Elizabeth Banda
Perdue, Brandon, Fielder, Collins & Mott, LLP
P.O. Box 13430
Arlington, TX 76094-0430
(817) 461-3344
Fax (817) 860-6509
email: arlbank@pbfem.com
Attorneys for Grapevine-Colleyville ISD, City of Grapevine

Los Angeles County Treasurer
and Tax Collector
P.O. Box 54110
Los Angeles, CA 90051-0110
Tel. (213) 974-7803
Los Angeles Taxing Agency

Michael S. Greger, Esq.
James A. Timko, Esq.
Allen Matkins Leck Gamble
Mallory & Natsis, LLP
1900 Main Street, Fifth St.
Irvine, CA 92614-7321
Tel. (949) 553-1313
Fax (949) 553-8354

**Attorneys for CA-Orange Limited Partnership,
EOP-Plaza at La Jolla, LLC and
Koll Center Irvine Number Two LLC**

Jeffrey K. Garfinkle, Esq.
Buchalter, Nemer
18400 Von Karman Avenue, Suite 800
Irvine, CA 92612
jgarfinkle@buchalter.com
Tel. (949) 760-1121
Fax (949) 780-0182

Attorneys for Principal Life Insurance Company

Ronald R. Taylor, Esq.
24672 San Juan Ave., Ste. 201
Dana Point, CA 92629
Tel. (949) 493-5784
Fax (949) 493-5316
Email: ron@rtlaw.com

**Attorney for Creditor, Allan Fainburg as
Trustee of The Fainburg Family Trust
dated April 19, 1982**

Dean P. Sperling
Law Office of Dean P. Sperling
201 East Sandpointe, Suite 220
Santa Ana, CA 92707-5742
Tel. (714) 438-8090
Fax (714) 438-8088
email: dean@sperlinglaw.com
**Attorney for Creditor Pacifica Tower LLC
and 4370 La Jolla Village, LLC**