

Attorney or Party Name, Address, Telephone & FAX Numbers, and California State Bar Number DAVID L. NEALE (SBN 141225) J.P. FRITZ (SBN 245240) LEVENE, NEALE, BENDER, YOO & BRILL L.L.P. 10250 Constellation Boulevard, Suite 1700 Los Angeles, California 90067 Telephone: (310) 229-1234; Facsimile: (310) 229-1244 Email: DLN@LNBYB.COM; JPF@LNBYB.COM	FOR COURT USE ONLY
UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA	
In re: CRUNCHIES FOOD COMPANY, LLC, <p style="text-align: center;">Debtor(s).</p>	CASE NO.: 9:14-bk-11776PC

NOTICE OF SALE OF ESTATE PROPERTY

Sale Date: 10/21/14	Time: 1:30 P.M.
Location: 1415 State Street, Santa Barbara, California 93101, Courtroom 201, 2nd Floor	

Type of Sale: Public Private Last date to file objections: 10/15/14

Description of Property to be Sold: Substantially all of Debtor's assets

Terms and Conditions of Sale: Please see attached pleading for details.

Free and clear of liens and interests, subject to Bankruptcy Court approval.

Asset purchase agreement in substantially the same form as stalking horse bidder's asset purchase agreement.

Assumption and assignment of select executory contracts and unexpired leases

Proposed Sale Price: \$3,680,000

Overbid Procedure (If Any): Please see attached - overbid qualifications due by 3 p.m. on 10/17

Initial overbid of \$3,850,000 with subsequent overbids in increments of no less than \$10,000

If property is to be sold free and clear of liens or other interests, list date, time and location of hearing:

Contact Person for Potential Bidders (include name, address, telephone, fax and/or e:mail address):

David L. Neale, Esq.
Levene, Neale, Bender, Yoo & Brill L.L.P.
10250 Constellation Blvd. Suite 1700
Los Angeles, CA 90067
310-229-1234; 310-229-1244; DLN@LNBYB.COM

Date: 10/10/14

1 DAVID L. NEALE (SBN 141225)
J.P. FRITZ (SBN 245240)
2 LEVENE, NEALE, BENDER, YOO & BRILL L.L.P.
10250 Constellation Blvd., Suite 1700
3 Los Angeles, California 90067
Telephone: (310) 229-1234
4 Facsimile: (310) 229-1244
Email: DLN@LNBYB.COM, JPF@LNBYB.COM
5

6 Proposed Attorneys for Chapter 11 Debtor
and Debtor in Possession
7

8 **UNITED STATES BANKRUPTCY COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA**
SANTA BARBARA DIVISION

10 In re:) Case No.: 9:14-bk-11776-PC
11)
CRUNCHIES FOOD COMPANY, LLC,) Chapter 11 Case
12)
Debtor and Debtor in Possession.) **NOTICE OF AUCTION, SALE,**
13) **AND HEARING TO APPROVE**
14) **SALE OF SUBSTANTIALLY ALL**
15) **OF DEBTOR'S ASSETS FREE**
16) **AND CLEAR OF ALL LIENS,**
17) **CLAIMS, ENCUMBRANCES AND**
18) **OTHER INTERESTS PURSUANT**
19) **TO 11 U.S.C. §§ 105 AND 363 AND**
20) **ASSUMPTION AND**
21) **ASSIGNMENT OF LEASES AND**
22) **EXECUTORY CONTRACTS**
23) **PURSUANT TO 11 U.S.C. § 365**
24)
25) Hearing on Shortened Notice:
26) Date: October 21, 2014
27) Time: 1:30 p.m.
28) Place: Courtroom 201
1415 State Street
Santa Barbara, CA 93101-2511

1 **PLEASE TAKE NOTICE** that the Court has ordered that a hearing will be held on
2 shortened notice on October 21, 2014, at 1:30 p.m. before the Honorable Peter H. Carroll,
3 United States Bankruptcy Judge for the Central District of California, at the United States
4 Bankruptcy Courthouse located at 1415 State Street, Santa Barbara, California, in Courtroom
5 201, for the Court to consider the *Notice of Motion and Motion for Order Approving Sale of*
6 *Substantially all of Debtor's Assets Free and Clear of All Liens, Claims, Encumbrances and*
7 *Other Interests Pursuant to 11 U.S.C. §§ 105 and 363 and Assumption and Assignment of*
8 *Leases and Executory Contracts Pursuant to 11 U.S.C. § 365* (the "Notice" and "Motion") filed
9 by Crunchies Food Company, LLC (the "Debtor"), the debtor and debtor in possession in the
10 above-captioned chapter 11 bankruptcy case. The Motion seeks court approval a sale (the
11 "Sale") of substantially all of the Debtor's assets to Chaucer Foods (USA), LLC a limited
12 liability company formed under the laws of the State of Delaware ("Buyer") or to such qualified
13 and winning overbidder as may be determined at the auction and sale hearing to take place at
14 1:30 p.m. on October 21, 2014 before the Court.

15 The Motion is made pursuant to sections 105 and 363 of title 11 of the United States
16 Code, sections 101 *et seq.* (the "Bankruptcy Code"), Rules 2002, 6004, and 9013 of the Federal
17 Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and Rules 6004-1 and 9013-1 of the
18 Local Bankruptcy Rules for the Bankruptcy Court of the Central District of California (the
19 "Local Rules"). The bases for this Motion are set forth in the memorandum of points and
20 authorities annexed to the Motion. In support of the Motion, the Debtor relies on this Notice,
21 this Motion, the memorandum of points and authorities, the declaration of James P. Lacey (the
22 "Lacey Declaration") annexed to the Motion, and the arguments and statements of counsel to be
23 made at the hearing on the Motion. Parties wishing to receive a copy of the Motion and
24 supporting papers may do so by contacting proposed counsel for the Debtor, whose name and
25 address appears in the upper-left hand corner of the first page of this Notice. Capitalized,
26 defined terms used herein have the same meanings as ascribed to them in the Motion and the
27 asset purchase agreement attached as Exhibit "1" thereto.

28

1 **PLEASE TAKE FURTHER NOTICE** that the Buyer has made a stalking horse bid
2 (the “Stalking Horse Bid”) in accordance with an asset purchase agreement (“APA”), attached
3 as Exhibit “1” to the Motion, for the Sale in the amount of not less than \$3,630,000, which is
4 comprised of (i) \$2,950,000 credit bid from prepetition debt, (ii) \$330,000 credit bid for post-
5 petition, (iii) \$350,000 cash (the “Purchase Price”); and (v) an additional amount of cash to
6 address other expenses associated in the transaction, including (a) any amount in excess of
7 \$50,000 necessary to cure assumed executory contracts and (b) amounts owed to CH Robinson
8 Worldwide, Inc. (“CHR”) under the Debtor’s stipulated agreement with CHR from and after the
9 closing of the purchase.

10 The \$350,000 cash component of the Stalking Horse Bid shall be held by the Debtor’s
11 estate free and clear of liens claimed by Buyer, Chung, or Delaski. In no event will Buyer’s
12 credit bid exceed the sum of \$2,950,000 plus the then outstanding amount of the debtor-in-
13 possession financing. Buyer will waive any unsecured deficiency claims on account of the
14 Chung Loan or the Delaski Loan.

15 **PLEASE TAKE FURTHER NOTICE THAT FOR AN OVERBID:** A qualifying
16 overbid requires: (i) \$100,000 deposit to be placed with the Debtor’s bankruptcy counsel,
17 Levene, Neale, Bender, Yoo & Brill L.L.P. by no later than **3:00 p.m. PDT on October 17,**
18 **2014;** (ii) proof of funds to complete the transaction to counsel for the Debtor and the
19 Committee by no later than **3:00 p.m. on October 17, 2014;** (iii) an initial overbid in the
20 amount of \$3,850,000; and (iv) submission of an asset purchase agreement in substantially the
21 form of APA attached as Exhibit “1” hereto in clean version and in redline showing the changes
22 compared to the form of APA attached as Exhibit “1” hereto no later than **3:00 p.m. PDT on**
23 **October 17, 2014,** to counsel for the Debtor, counsel for the Committee, counsel for Chaucer,
24 and counsel for Chung. Subsequent overbids above \$3,850,000 will be in increments of no less
25 than \$10,000.

26 **Break up Fee.** If Buyer is not the winning buyer at auction, it shall receive a break-up
27 fee of \$100,000.

28

1 Distribution of Sale Proceeds. In the event of a successful overbid by any party other
2 than Buyer (a "Third Party Closing"), the sale proceeds will be disbursed as follows:

- 3 i. First, the payment of \$1,950,000 to Chung, and the payment of
4 \$1,000,000 to Chaucer;
- 5 ii. Second, the payment in full of Chaucer's post-petition loan to the
6 Debtor;
- 7 iii. Third, the payment of \$100,000 to Buyer in payment of the Break-up
8 Fee;
- 9 iv. Fourth, the payment of \$350,000 to the Debtor's estate free of any liens
10 held by Buyer, Chung, Delaski, and/or Chaucer on account of the
11 Delaski Loan;¹
- 12 v. Fifth, the payment to Chung of 80% of the remaining cash proceeds
13 received until Chung receives a total of \$2,100,000 (the "Chung
14 Threshold Amount") and the remaining 20% of the cash proceeds from a
15 Third Party Closing remaining with the Debtor's estate, free of any liens
16 held by Buyer, Chung, Delaski, and/or Chaucer on account of the
17 Delaski Loan;
- 18 vi. Sixth, the payment to Chaucer of 40% of the remaining cash proceeds
19 from a Third Party Closing in excess of the amount necessary for Chung
20 to receive the Chung Threshold Amount, until Chaucer receives the
21 additional sum of \$2,100,000 on account of the Delaski Loan (for a
22 grand total of \$3,100,000) (the "Delaski Threshold Amount," and,
23 together with the Chung Threshold Amount, the "Secured Claims
24 Payments") and the remaining 60% of the cash proceeds remaining with
25

26
27
28 ¹ In the event that a bidder other than Buyer is the successful bidder, Chaucer is not
waiving its general unsecured claim in the case, including, without limitation, to the cash sale
proceeds to be paid to the estate.

1 the Debtor's estate free of any liens held by Buyer, Chung, Delaski,
2 and/or Chaucer on account of the Delaski Loan;

3 vii. Seventh, the payment to Chung of 40% of the remaining cash proceeds
4 from a Third Party Closing in excess of the amount necessary for the
5 Debtor to make the Secured Claims Payments, until Chung has been paid
6 in full (estimated at approximately \$2,300,000) and the remaining 60%
7 of the cash proceeds remaining with the Debtor's estate;

8 viii. Eighth, after Chung's claim has been paid in full, the estate shall be
9 entitled to all remaining cash proceeds from a Third Party Closing.

10 Upon receipt of the amounts set forth above, Buyer, Chaucer, and Chung will release
11 their secured claims and waive any unsecured deficiency claims on account of the Chung Loan
12 and the Delaski Loan against the estate.

13 In the event of a successful overbid by Buyer in excess of the Purchase Price, 100% of
14 the cash proceeds from the closing of such sale shall be paid to the estate free and clear of any
15 claims of Buyer, Chaucer, and Chung.

16 Except as provided above, neither Chung nor Delaski shall be entitled to share in any
17 cash proceeds retained by the Debtor's estate from a Third Party Closing; provided, however,
18 that, in the event that a bidder other than Buyer is the successful bidder, Chaucer shall retain its
19 general unsecured claim and shall be entitled to participate on a pro rata basis in any distribution
20 by the estate to creditors holding similar claims.

21 The purchased assets at the Sale will include all assets of the Debtor free and clear of all
22 liens, claims and encumbrances, except those assets specifically excluded (the "Purchased
23 Assets"). The excluded assets are to be determined.

24 The winning bidder must close within ten (10) calendar days of the entry of an unstayed
25 sale order without regard to the pendency of an appeal from the order, except as may be
26 provided in the Buyer APA.

27
28

1 Auction. The auction will take place at the bankruptcy courthouse, located at 1415 State
2 Street, Santa Barbara, California, Second Floor, Courtroom 201, on October 21, 2014, at 1:30
3 p.m. and approved that same day by the Court at the hearing.

4 **PLEASE TAKE FURTHER NOTICE** that as set forth in Section 1.4 of the APA,
5 Schedule 1.2(a) and 1.2(b) to the APA list all of the Debtor's unexpired leases and executory
6 contracts ("Contracts") that Buyer may elect to have the Debtor assume and assign to Buyer at
7 the Closing.

8 The Sale Order shall authorize the assumption and assignment of the Contracts and
9 leases designated by the Buyer for assumption and shall specify any cure costs for each of those
10 Contracts. In the event that the cure cost for a Contract or lease designated for assumption by the
11 Buyer as determined in the Sale Order exceeds the cure cost as stated by the Debtor, the Buyer
12 may, by written notice to the Debtor not later than the earlier of the Closing Date and five (5)
13 business days following the entry of the Sale Order, elect to exclude such Contract or lease from
14 Schedule 1.2(a) or Schedule 1.2(b) and such Contract or lease shall, thereafter, be deemed to be
15 excluded. On the date of the assignment thereof to the Buyer, the Debtor shall be released from
16 any further liability under the assumed Contracts. On the date of the assignment of any assumed
17 real property lease to the Buyer, all right, title and interest of the Debtor in and to any Assets
18 located at the property subject to such assumed real property lease shall be deemed sold,
19 transferred, conveyed and assigned to the Buyer. Buyer shall provide such evidence as may be
20 required by the Court to establish adequate assurance of future performance with respect to any
21 assumed real property lease and/or assumed Contracts.
22
23

24 To the extent that any assumed Contract is subject to a cure (as determined by the
25 Bankruptcy Court pursuant to Section 365 of the Bankruptcy Code and described in any Order
26 of the Bankruptcy Court relating to such cure liability), the Buyer shall be obligated to pay such
27 cure costs as a condition to such assumption and assignment to the Buyer and such cure costs,
28

1 up to a maximum amount of \$50,000.00, shall be deducted from the Cash Portion of the Buyer's
2 purchase price at closing. The cure costs set forth in the Sale Order shall be deemed the entire
3 cure obligation due and owing under Section 365 of the Bankruptcy Code and the payment of
4 the cure costs shall be deemed to satisfy any and all defaults arising from or relating to the
5 assumed agreements, including, but not limited to, any contract or tort claims of the non-Debtor
6 party to the assumed agreements arising prior to the entry of the Sale Order, and all actual or
7 pecuniary losses that have resulted from such defaults. The Sale Order shall provide that the
8 non-Debtor parties to the assumed agreements shall be barred and enjoined from raising or
9 asserting future claims against Buyer based on any cure amounts or any other claim, obligation
10 or liability arising on or before the entry of the Sale Order.
11

12 In the event that the Buyer becomes aware of an executory Contract or unexpired lease
13 of the Debtor that was not disclosed, within forty-five (45) days following the Closing, the
14 Buyer may, by written notice to Debtor, require the Debtor to assume and assign such Contract
15 or unexpired lease to Buyer, and to pay any cure amount required to effectuate such assumption
16 and assignment. Debtor shall retain not less than \$150,000.00 of the cash proceeds from the
17 Purchase Price to pay such cure amount until the expiration of the later of: (i) the foregoing
18 forty-five (45) day period or (ii) the entry of a final order authorizing the assumption and
19 assignment of any executory Contract or unexpired lease to be assumed and assigned pursuant
20 to this Section.
21

22
23 Buyer (or the successful overbidder) shall provide any other parties to any Designated
24 Contracts who request in writing such financial information as is reasonably required to enable
25 Buyer (or the successful overbidder) to satisfy the "adequate assurance of future performance"
26 requirements of 11 U.S.C. § 365(b)(1)(C) with respect to all Designated Contracts. Buyer (or
27 the successful overbidder) will also otherwise cooperate with the Debtor to assist the Debtor to
28

1 obtain an order of the Court approving of the Debtor's assumption and assignment to Buyer (or
2 the successful overbidder) of the Designated Contracts.

3 Prospective overbidders at the Auction will also be required to provide as part of their
4 bid package, evidence demonstrating that they can provide adequate assurance of future
5 performance as required by Section 365 of the Bankruptcy Code with respect to any unexpired
6 leases and executory contracts that they wish to have assigned to them if they are the winning
7 bidder at the Auction.
8

9 **PLEASE TAKE FURTHER NOTICE** that the Court set **October 15, 2014, at 12:00**
10 **noon** as the deadline by which any response or opposition to the Motion must be filed and
11 served upon the Court, the Debtor's counsel, and parties requesting special notice. The failure
12 to timely file a written response may be deemed by the Court to be consent to the granting of the
13 Motion. Replies to filed oppositions and responses may be made orally at the hearing on the
14 Motion.

15 Dated: October 10, 2014

CRUNCHIES FOOD COMPANY, LLC

16
17 By: David L. Neale
18 David L. Neale
19 John-Patrick M. Fritz
20 LEVENE, NEALE, BENDER,
21 YOO & BRILL L.L.P.
22 Proposed Attorneys for
23 Chapter 11 Debtor and
24 Debtor in Possession
25
26
27
28

PROOF OF SERVICE OF DOCUMENT

1 I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business
2 address is 10250 Constellation Boulevard, Suite 1700, Los Angeles, CA 90067

3 A true and correct copy of the foregoing document entitled NOTICE OF SALE OF ESTATE PROPERTY
4 will be served or was served (a) on the judge in chambers in the form and manner required by LBR
5005-2(d); and (b) in the manner stated below:

5 **1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):** Pursuant to
6 controlling General Orders and LBR, the foregoing document will be served by the court via NEF and
7 hyperlink to the document. On **October 10, 2014**, I checked the CM/ECF docket for this bankruptcy case
or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List
to receive NEF transmission at the email addresses stated below:

8 Janet L Chubb on behalf of Creditor Sierra Packaging & Converting
9 lbubala@kcnvlaw.com, wapplegate@kcnvlaw.com;cbyme@kcnvlaw.com

10 Robert E Dye on behalf of Interested Party Courtesy NEF
rdye@ckdcounsel.com, sransom@ckdcounsel.com

11 Robert E Dye on behalf of Partner Charles, Kane & Dye, LLP
rdye@ckdcounsel.com, sransom@ckdcounsel.com

12 Richard W Esterkin on behalf of Creditor Provident Trust Group, LLC
13 resterkin@morganlewis.com, vrader@morganlewis.com

14 Richard W Esterkin on behalf of Creditor The Chung Family Trust
resterkin@morganlewis.com, vrader@morganlewis.com

15 Brian D Fittipaldi on behalf of U.S. Trustee United States Trustee (ND)
16 brian.fittipaldi@usdoj.gov

17 John-Patrick M Fritz on behalf of Debtor Crunchies Food Company, LLC
jpf@lnbrb.com

18 Ori Katz on behalf of Creditor Committee Official Committee of Unsecured Creditors
19 okatz@sheppardmullin.com, ewalters@sheppardmullin.com

20 Andy Kong on behalf of Creditor AEG Cycling, LLC
Kong.Andy@ArentFox.com

21 Mette H Kurth on behalf of Interested Party Courtesy NEF
22 kurth.mette@arentfox.com, nancy.peters@arentfox.com

23 Robert S Marticello on behalf of Creditor Chaucer Foods
Rmarticello@swelawfirm.com, csheets@swelawfirm.com

24 Adam J McNeile on behalf of Creditor Committee Official Committee of Unsecured Creditors
25 amcneile@sheppardmullin.com

26 David L. Neale on behalf of Debtor Crunchies Food Company, LLC
dln@lnbrb.com

27 Sean A Okeefe on behalf of Creditor DeLaski Revocable Trust
28 sokeefe@okeefelc.com

1 Richard A Rodgers on behalf of Creditor CABRILLO WESTLAKE
rar@sd-attorneys.com

2 Evan D Smiley on behalf of Creditor Chaucer Foods
esmiley@swelawfirm.com, csheets@swelawfirm.com

3
4 Bennett L Spiegel on behalf of Interested Party Lake Pacific Partners LLC
blspiegel@jonesday.com

5 United States Trustee (ND)
ustprejon16.nd.ecf@usdoj.gov

6
7 **2. SERVED BY UNITED STATES MAIL:** On **October 10, 2014**, I served the following persons and/or
8 entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true
9 and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and
10 addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be
11 completed no later than 24 hours after the document is filed.

Service information continued on attached page

12 **3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR
13 EMAIL** (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR,
14 on **October 10, 2014**, I served the following persons and/or entities by personal delivery, overnight mail
15 service, or (for those who consented in writing to such service method), by facsimile transmission and/or
16 email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight
17 mail to, the judge will be completed no later than 24 hours after the document is filed.

14 **Chambers Copy Via Overnight Delivery (Norco)**

15 The Hon. Peter H. Carroll
16 United States Bankruptcy Court
1415 State Street, Suite 230
Santa Barbara, CA 93101-2511

17 I declare under penalty of perjury under the laws of the United States of America that the foregoing is
18 true and correct.

19	October 10, 2014	John Berwick	/s/ John Berwick
	<i>Date</i>	<i>Type Name</i>	<i>Signature</i>

20
21
22
23
24
25
26
27
28

Crunchies Food Company, LLC

Request for Special Notice and
Creditor Committee

Michael L. Branch
LAW OFFICE OF MICHAEL L.
BRANCH
655 West Broadway, Suite 1400
San Diego, CA 92101

U.S. Trustee
Office of The United States Trustee
915 Wilshire Blvd., Suite 1850
Los Angeles, California 90017

Arent Fox, LLP
Attn: Richard D. Budkley, Jr.
Andy Kong
555 West Fifth Street, 48th floor
Los Angeles, CA 90013-1065

Office of the U.S. Trustee
128 East Carrillo Street
Santa Barbara, CA 93101

Brien Seay
27 West Anapamu St Suite 269
Santa Barbara, CA 93101
805.565.4625

Counsel to Creditor Committee

Ori Katz
Sheppard, Mullin, Richter & Hampton
Four Embarcadero Center, 17th Floor
San Francisco, CA 94111

Richard Esterkin
Morgan Lewis,
300 South Grand Ave, 22nd Fl.
Los Angeles, CA 90071-3132
United States of America

Sean A Okeefe
O'Keefe & Associates Law
Corporation, P.C
4675 MacArthur Court, Suite 550
Newport Beach, California 92660

Crunchies Food Company, LLC

Potential Buyers

Dole

David Murdock, CEO
1 Dole Dr.
Westlake Village, CA 91362

Ultimate Superfoods

Sean Cassar, President
Jason Argabrite, Managing Director
5455 Endeavour Ct
Moorpark, CA 93021

Mariani

Mark Mariani, CEO
500 Crocker Drive
Vacaville, CA 95688

Van Drunen

Kevin Van Drunen, President
300 West 6th Street
Momence, IL 60954

Frito Lay

Thomas (Tom) Greco, CEO
PO 660624
Dallas, TX 75266-0634

Cave Creek Capital

Kevin Fechtmeyer
Founder/Managing Partner
2355 E. Camelback Rd #510
Phoenix, AZ 85016

Nestle USA

Paul Grimwood, CEO
800 N. Brand Blvd
Glendale, CA 91203

Jordan M. Benson

Vice President
Cook M&A Advisory Services
212 W. Kinzie St.
Chicago, IL 60654

Label Matrix for local noticing
0973-9
Case 9:14-bk-11776-PC
Central District Of California
Santa Barbara
Fri Oct 10 15:25:29 PDT 2014

Crunchies Food Company, LLC
733 Lakefield Road
Suite #B
Westlake Village, CA 91361-2629

Lake Pacific Partners LLC
c/o Jones Day
Attn: Bennett L. Spiegel
555 South Flower Street, 50th Floor
Los Angeles, CA 90071-2452

Northern Division
1415 State Street,
Santa Barbara, CA 93101-2511

Allan Schoenberger
181 Bluffton Rd. Ste F2014
Bluffton, SC 29910-6290

Balance Your Books
147 Triunfo Canyon
#101
Westlake Village, CA 91361

Blue Ocean Innovative Solutions Inc
3201 SW Regency Parkway
#5
Bentonville, AR 72712-7488

Buffalo Brothers West
208 Cottage Grove Street
Santa Barbara, CA 93101-3414

California Grocers Association
1215 K Street # 700
Sacramento, CA 95814-3946

Christie Whitehead
5427 Brookside Dr.
Broomfield, CO 80020-6156

CABRILLO WESTLAKE
755 Lakefield Road
A
Westlake Village, CA 91361-2647

DeLaski Revocable Trust
4675 MacArthur Court
4675 MacArthur Court
Suite 550
Newport Beach, CA 92660-8836

Provident Trust Group, LLC
Morgan, Lewis & Bockius LLP
300 South Grand Avenue
Suite 2200
Los Angeles, CA 90071-3132

ABF Multimodal
P O Box 10048
Fort Smith, AR 72917-0048

Andy Anderson
2263 Johnson Dr.
Ventura, CA 93003-6716

Bella Food Sales, LLC
c/o Gary Beckett
56285 Erickson Drive
Mishawaka, IN 46545-7803

Brett Zaccardi
1400 Rosa Parks Blvd. #106
Nashville, TN 37208-2566

C.H. Robinson Worldwide Inc
P O Box 9121
Minneapolis, MN 55480-9121

Chaucer Foods c/o Evan Smiley
Weiland, Golden, Smiley et al
650 Town Center Drive, Suite 950
Costa Mesa, CA 92626-7021

Circle Up, attn: Rory Bakin
aka Fundme Securities LLC
1 Hallidie Plaza, Suite 503
San Francisco, CA 94102-2843

Charles, Kane & Dye, LLP
1920 Main Street
Suite 1070
Irvine, CA 92614-7223

Imperial Valley Foods Inc
c/o Michael L Branch Esq
655 W Broadway Ste 1400
San Diego, CA 92101-8491

The Chung Family Trust
c/o Morgan, Lewis & Bockius LLP
300 South Grand Avenue
22nd Floor
Los Angeles, CA 90071-3132

Allan Klein
1725 Butler Ave. #305
Los Angeles, CA 90025-4162

Anschutz Entertainment Group
800 W. Olympic Blvd
#305
Los Angeles, CA 90015-1366

Better Business Bureau
P O Box 970
Colton, CA 92324-0814

Bridgeton Holdings Inc.
9001 Kimmer Drive
Lone Tree, CO 80124-8400

Cabrillo Westlake
755 Lakefield Road
Ste. A
Westlake Village, CA 91361-2647

Chien & Smith-Fricke, LLP
900 Avenida Acaso
Suite D
Camarillo, CA 93012-8749

Classic Bicycle Racing, LLC
1515 Arapahoe St Tower 1
10th floor
Denver, CO 80202-2120

Colin & Georgette Hann
355 Landeros Dr.
Santa Clara, CA 95051-6508

Consumer Connection, Inc.
1200 Whitman Court NE
Renton, WA 98059-4084

Consumer Packaging Group, Inc.
1020 James Drive Suite L
Hartland, WI 53029-8305

Custom Leasing Sales
13701 Riverside Ave
#500
Sherman Oaks, CA 91423-2448

CyberCopy, Inc.
621 Via Alondra Suite 608
Camarillo, CA 93012-8769

DMH Ingredients
1228 American Way
Libertyville, IL 60048-3936

DMH Ingredients, Inc.
c/o David Damlich
1228 Anderson Way
Libertyville, IL 60048

Daly Sa 1006 LLC
5263 Denver St.
Boulder, CO 80304-4814

Dan Rivero
13701 Riverside Ave
#500
Sherman Oaks, CA 91423-2448

Daniel Lacey
3808 Bowsprit
Westlake Village, CA 91361-3814

Darrel & Nancy Horn
3707 Llyn Glaslyn Pl.
Santa Rosa, CA 95403-0950

Daryl Dunbar
10 Bryant Ct.
Sterling, VA 20166-9519

David Alvarez
240 Prospector Way
Ball Ground, GA 30107-4386

David L. Neale, ESq.
Levene, Neale, Bender, Yoo & Brill L.L.P
10250 Costellation Blvd., Suite 1700
Los Angeles, CA 90067-6253

Daylight Transport LLC
P O Box 93155
Long Beach, CA 90809-3155

Debbi Reed
2390 Leeward Circle
Westlake Village, CA 91361-3429

Deming 2002 FLP #3
451 N Washington
El Dorado, AR 71730-5615

Deming Family Trust
451 N Washington
El Dorado, AR 71730-5615

Dennis Aylward
1135 Seminole Trail
Carrollton, TX 75007-6242

Denver Darling
10271 Wesley Circle
Huntington Beach, CA 92646-4934

Dependable Dist Center
P O BOX 58047
Los Angeles, CA 90058-0047

Dependable Highway Express
P O BOX 58047
Los Angeles, CA 90058-0047

Derek McGowan
1674 Bucksglen Court
Westlake Village, CA 91361-1632

Diane Nott-Kilfoil
4744 Via Canada
Thousand Oaks, CA 91320-6789

Direct Demos
601-C East Palomar St
212
Chula Vista, CA 91911-6976

Document Systems
300 North Graves
Suite E
Oxnard, CA 93030-8941

Donald DeLaski Trust
1610 Crestwood Lane
McLean, VA 22101-3310

Donald Turner
3923 Maple Hill E
W. Bloomfield, MI 48323-1742

Dynamic Presence East
12 Executive Ct
Suite #1
South Barrinton, IL 60010-9538

Edgewater Park Media Inc
235 Edgewater Dr
Dunedin, FL 34698-7533

Eichberg Associates, Inc
16255 Ventura Blvd
Suite 350
Encino, CA 91436-2301

Estes Express Lines
P O Box 25612
Richmond, VA 23260-5612

Ethan Ruby
189 W. 89th St #11C
New York, NY 10024-1976

Evan Smiley
Weiland, Golden, Smiley et al
650 Town Center Drive, Suite 950
Costa Mesa, CA 92626-7021

FRANCHISE TAX BOARD
BANKRUPTCY SECTION MS A340
PO BOX 2952
SACRAMENTO CA 95812-2952

FedEx
P O Box 7221
Pasadena, CA 91109-7321

FedEx Freight
P O BOX 21415
Pasadena, CA 91185-1415

Food & Beverage Executive
701 N. Anderson Street
Ellensburg, WA 98926-3150

Food Chain Global Advisors, Inc
504 N 4th Street
Fairfield, IA 52556-2486

Food Industries Circle Chapter
1055 Wilshire Blvd
12th Floor
Los Angeles, CA 90017-2424

Forsythe & Associates
10605 SE 240th Street
PMB # 421
Kent, WA 98031-4903

Franchise Tax Board
P O Box 942857
Sacramento, CA 94257-0531

Fresco Community Markets LLC
5914 Monterey Road
Los Angeles, CA 90042-4943

G B Capital
P O BOX 31001-0273
Pasadena, CA 91110-0273

GENERAL ELECTRIC CAPITAL CORPORATION
GE CAPITAL C/O BARBI MARTIN
1010 THOMAS EDISON BLVD
CEDAR RAPIDS IA 52404-8247

GS1 US
7887 Washington Village Dr
Suite 300
Dayton, OH 45459-3988

Garden Acres Santa Claus, Inc.
3701 Orange Drive
Oxnard, CA 93036-8840

Gen Spring Family Offices
4445 Willard Ave. Ste 1010
Chevy Chase, MD 20815-3694

Global Health Brokerage, Inc.
33539 McCallum Place
Abbotsford, BC V2S 7B6
BRITISH COLUMBIA

Globaltranz Enterprises, Inc.
P O Box 203285
Dallas, TX 75320-3285

Gluten Intolerance Group
31214-124 Ave SE
Auburn, WA 98092-3667

Greater Conejo Valley COC
600 Hampshire Road
Suite 200
Westlake Village, CA 91361-2571

Greg Parsons
166 Duane St. #7C
New York, NY 10013-3687

Grocery Headquarters
333 Seventh Avenue
11th Floor
New York, NY 10001-5112

Hamidreza Mottaghinejad
5699 Kanan Rd. #157
Agoura Hills, CA 91301-3358

Harold Cohen
181 E. 65th St.
New York, NY 10065-6607

Harry Bret Shepard
5404 Chandley Farm Cir
Centreville, VA 20120-1239

Hartford Insurance
P O BOX 660916
Dallas, TX 75266-0916

Hopster
1600 Aspen Commons
Suite 980
Middleton, WI 53562-4720

Hot Ice Media
23901 Calabasas Road
Suite 1025
Calabasas, CA 91302-3389

Howard Robby
6944 96th Ave SE
Mercer Island, WA 98040-5406

(p)IPFS CORPORATION
30 MONTGOMERY STREET
SUITE 1000
JERSEY CITY NJ 07302-3865

Imperial Valley Foods, Inc
233 Paulin Ave PMB
5311
Calexico, CA 92231-2615

Imperial Valley Foods, Inc.
c/o Michael L. Branch, Esq.
Law Office of Michael L. Branch
655 West Broadway, Suite 1400
San Diego, CA 92101-8491

InFocus Specialities
3315 S Blue Ridge Court
Westlake Village, CA 91362-3522

James Lacey
3808 Bowsprit Cir.
Westlake Village, CA 91361-3814

James Lacey
3808 Bowsprit Cir
Westlake Village, CA 91361-3814

James O'Dea
111 Water Street
East Dundee, IL 60118-1335

Jason Hardman
420 Constitution Avenue
Camarillo, CA 93012-8504

Jennifer Hurless
5741 Stone Mountain Rd
Westlake Village, CA 91362-5413

Jill M Watson
4607 Lakeview Cyn Road
#312
Westlake Village, CA 91361-4028

Jill Watson
195 Highway 50, #104-396
Stateline, NV 89449

John Bloom
PO Box 1134
Manzanita, OR 97130-1134

John Hancock Life Insurance Co.
27 Drydock Ave.,
Boston, MA 02210-2385

John Kohlbrand
1561 Hendrix Ave.
Thousand Oaks, CA 91360-3430

Jon Wickwire
917 Leigh Mill Rd.
Grat Falls, VA 22066-2303

Julie Arnold
1128 Galesmorre Ct
Westlake Village, CA 91361-1603

Julie Boys
9947 Darling Rd.
Ventura, CA 93004-3715

KOF-K
201 The Plaza
Teaneck, NJ 07666-5156

Kelvin Clarke
8612 Beech Tree Rd.
Bethesda, MD 20817-2905

Kent Swanson
6335 E Tufts Ave
Englewood, CO 80111-1164

Kevin Daly
136 Spruce St.
Steamboat Springs, CO 80487-2514

Kevin Daly
136 Spruce St.
Steamboat SpringsCO 80487-2514

Kevin Park
3404 Via Lido #B
Newport Beach, CA 92663-3991

Koppel, Patrick,Heybl & Philpott
2815 Townsgate Road
Ste. 215
Westlake Village, CA 91361-5827

Kurt Maier
13 Leeward Road
Belvedere, CA 94920-2320

Landsberg Santa Barbara
1620 South Greenwood Ave.
Montebello, CA 90640-6538

Landsberg Santa Barbara
P O Box 101144
Pasadena, CA 91189-1144

Laura Leibowitz
36 N Via Los Altos
Newbury Park, CA 91320-7003

Leadership Capital Partners
11111 Santa Monica Blvd
#1650
Los Angeles, CA 90025-3350

Lee I Turner Trust
26000 West 12 Mile Rd.
Southfield, MI 48034-1783

Lei-an LTD
PO Box 5858
Breckenridge, CO 80424-5858

Lewis Brisbois Bisgard and Smith LLP
221 N. Figueroa Street
Los Angeles, CA 90012-2663

Lewis Brisbois Bisgard and Smith LLP
221 North Figueroa St
Suite 1200
Los Angeles, CA 90012-2663

LightGabler LLP
760 Paseo Camarillo,
Suite 300
Camarillo, CA 93010-6002

Lila's House Cleaning
201 Poseo Loma # C8
Camarillo, CA 93010

Lynden L. Rader
10342 Carioca Ct.
San Diego, CA 92124-1315

MILLENNIUM MEDIA, LLC
Lentz & Gengaro LLP
347 Mt. Pleasant Avenue, Suite 203
West Orange, New Jersey 07052-2749

MM&K LLC
1215 Cushman Avenue
San Diego, CA 92110-3904

Mack Elevation Forum
338 May Street
Elmhurst, IL 60126-3659

Manfredi Levine
3262 E. Thousand Oaks Blvd
Suite 200
Westlake Village, CA 91362-3400

Mark Loewenstein
12512 White Dr.
Silver Spring, MD 20904-3532

Marlene Schwartz
9751 Woodhollow Dr.
Reno, NV 89521-4045

MegaPath Inc.
P O Box 120324 Dept 0324
Dallas, TX 78312-0324

Melvin Shaw
32399 Chestnut Lane
Pepper Pike, OH 44124-4350

Michael Dieveney
1571 Macarthur Blvd
Costa Mesa, CA 92626-1407

Michael E. Lacey
3808 Bowsprit Circle
Westlake Village, CA 91361-3814

Michael Tudzin
Law Offices of Michael Tudzin
5700 Canoga Ave Ste 300
Woodland Hills, CA 91367-6572

Microsoft Financing
P O Box 73843
Cleveland, OH 44193-0002

Midwest Franchise Owner's Association
1509 Nelson Road
New Lenox, IL 60451-2321

Mitch Baruchowitz
1054 Boston Post Rd.
Rye, NY 10580-2902

Morgan Lewis & Bockius LLP
5 Park Plaza
Suite 1750
Irvine, CA 92614-3508

Multi Ad
P O Box 4697
Carol Stream, IL 60197-4697

NACDS
P O Box 34814
Alexandria, VA 22334-0814

Nad Verjee
15627 Jube Wright Ct
San Diego, CA 92127-5101

Natl Asso of College Stores
500 East Lorain Street
Oberlin, OH 44074-1294

Neil Druks
17 Nimrod Farm Rd.
Weston, CT 06883-1625

Norman & Margaret Parks
379 96th St.
Stone Harbor, NJ 08247-1405

Northridge Container
16161 Ventura Blvd,
suite 716
Encino, CA 91436-2522

OFFICE DEPOT
6600 N MILITARY TRAIL - S413G
BOCA RATON, FL 33496-2434

Office Depot
P O BOX 88040
Chicago, IL 60680-1040

Office of the U.S. Trustee
128 East Carrillo Street
Santa Barbara, CA 93101-2111

Omega Venture Group
15627 Jube Wright Ct.
San Diego, CA 92127-5101

One Stop Logistics
545 Ohlone Parkway
Watsonville, CA 95076-6685

Orkin Pest Control
P O BOX 7161
Pasadena, CA 91109-7161

Oser Communications Group Inc
P O Box 30520
Tucson, AZ 85751-0520

Outdoor Retailer Summer Market
32573 Collection Center Dr
Chicago, IL 60693-0327

PMA
P O Box 6036
Newark, DE 19714-6036

PNC Financing
PO Box 73843
Cleveland, OH 44193-0002

Paramount Container & Supply, Inc
684 N Berry St, Ste B
Brea, CA 92821-3021

Phillip Tamminga
477 Adams St.
Denver, CO 80206-4410

Pocantico
55 S Broadway
1st Floor
Tarrytown, NY 10591-4004

Proactive Management Ser
PO Box 143
Sicklerville, NJ 08081-0143

Provident Trust Group LLC
FBO Aria Ziatabari
8888 W. Sunset Rd., Suite 250
Las Vegas, NV 89148

Provident Trust Group LLC
FBO Khosrow Ziatabari IRA
8888 W. Sunset Rd., Suite 250
Las Vegas, NV 89148

Provident Trust Group LLC
FBO Paridokht Ziatabari
8888 W. Sunset Rd., Suite 250
Las Vegas, NV 89148

Quest Diagnostics
P O Box 740709
Atlanta, GA 30374-0709

RSL Venture Partners
18 Pheasant Run
Old Westbury, NY 11568-1703

Racher Press Inc.
220 Fifth Ave. -18th Fl.
New York, NY 10001-7798

Ragnar Storm-Larsen
240 E. Lombard St. #200
Thousand Oaks, CA 91360-8207

Randy Horn/Tracy Coombe
30 La Cuesta
Greenbrae, CA 94904-1254

Reicker, Pfau, Pyle & McRoy LLP
1421 State Street
Santa Barbara, CA 93101-2507

Richard John Kohlbrand
3075 E. Thousand Oaks Blvd.
#103
Westlake Village, CA 91362-3402

Robert Dye
1920 Main St., Ste 1070
Irvine, CA 92614-7223

Robert Harris
654 N. Delsea Dr.
Pitman, NJ 08071-1232

Robert Taggart Jr.
7163 S. Chapparel Circle E
Centennial, CO 80016-2129

Ron Gonen
13449 Mulholland Dr.
Beverly Hills, CA 90210-1139

SPS Commerce
VB Box 3 P O
Box 9202
Minneapolis, MN 55480-9202

Santo J. Laquatra
700 Woodland Road
Bradford Woods, PA 15015-1328

Satsuki Mitchell
c/o Gary Halpert
20335 Ventura Blvd #400
Woodland Hills, CA 91364-2476

Schraad & Associates
P O Box 18529
Oklahoma City, OK 73154-0529

Scollon Productions
P O Box 486
White Rock, SC 29177-0486

Searsport Food
Jiu Qu Town He Dong District
Shandong, China 00027-6034
CHINA

Shandong Searsport Foods Co., Ltd.
c/o Law Offices of Michael Tudzin, APLC
5700 Canoga Avenue, Ste. 300
Woodland Hills, CA 91367-6572

Shawn Patt
965 Wilshire Blvd, Suite #500
Beverly Hills, CA 90212

Shawna Loos
10185 Churchman Lane
Camarillo, CA 93012-8253

Shopper Events LLC
File 749239
Los Angeles, CA 90074-9239

Shred-It
P O Box 101008
Pasadena, CA 91189-1008

Sierra Packaging & Converting, LLC
1400 Kleppe Lane
Sparks, NV 89431-6426

Simply Gluten Free Inc
235 Edgewater Drive
Dunedin, FL 34698-7533

Skyline Exhibits West, Inc.
4101 Guardian Street
Simi Valley, CA 93063-3382

So Ca Edison
P.O. BOX 300
Rosemead, CA 91770-0300

SoCal Signworx
SoCal Signworx--Jason Hardman
420 Constitution Ave.
Camarillo, CA 93012-8504

Society Social Calendar
1014 S. Westlake Blvd
Suite 14-205
Westlake Village, CA 91361-3108

Sparkletts
P O Box 660579
Dallas, TX 75266-0579

Staples
P O Box 83689
Chicago, IL 60696-3689

Sterling Networks
2277 Townsgate Road
Suite #208
Westlake Village, CA 91361-2420

Steve Krause
200 N Westlake Blvd #204
Westlake Village, CA 91362-7061

Stifel Nicolaus/Denver Dar
501 N Broadway
St. Louis, MO 63102-2131

Studio 21st West
873 Old Holly Dr.
Great Falls, VA 22066-1339

Sunshine FPC Inc
1600 Gage Road
Montebello, CA 90640-6616

Sysco Ventura, Inc.
P O Box 432
Oxnard, CA 93032-0432

Teresa C. Chow
Baker & Hostetler LLP
11601 Wilshire Blvd Ste 1400
Los Angeles, CA 90025-1750

The Chung Family Trust
Trustee: Seung Chung
10211 Brier Lane
Santa Ana, CA 92705-1518

Third Coast Logistics, LLC
PO Box 30317
Austin, TX 78755-3317

Thomas Chisari
57 W. Sidlee St.
Thousand Oaks, CA 91360-3241

Tom Armstrong
163 Burns Way
Fanwood, NJ 07023-1603

Tom Bellia
223 Bishop Rd
Millicahill, NJ 08062-2653

Tri-Kids 123
822 Hampshire Road
Suite F
Westlake Village, CA 91361-2848

Troy Taggart
21220 Crab Orchard Ct.
Ashburn, VA 20147-4905

U.S. Trustee
Office of The United States Trustee
915 Wilshire Blvd., Suite 1850
Los Angeles, California 90017-3560

UPS
P O Box 894820
Los Angeles, CA 90189-4820

Uline
P O Box 88741
Chicago, IL 60680-1741

United States Trustee (ND)
915 Wilshire Blvd, Suite 1850
Los Angeles, CA 90017-3560

Universal Marketing Services, Inc.
P O Box 222510
Hollywood, FL 33022-2510

Van Drunen Farms
P O Box 92170
Elk Grove, IL 60009-2170

Veg News Media
3505 20th Street
San Francisco, CA 94110-2416

VegNews
Susan L. Uecker, Receiver for VegNews
1613 Lyon Street, Suite A
San Francisco, CA 94115-2414

VegWeb.com
1750 Golden Gate Avenue
#7
San Francisco, CA 94115-4444

Vegetarian Times
P O Box 951556
Dallas, TX 75395-1556

Ventura County Tax Collector
800 South Victoria Avenue
Ventura, CA 93009-1290

Verizon
P O Box 920041
Dallas, TX 75392-0041

Verizon Wireless
P O Box 660108
Dallas, TX 75266-0108

WZLX
83 Leo Birmingham Parkway
Boston, MA 02135-1101

Wasserman
10960 Wilshire Blvd
Suite 2200
Los Angeles, CA 90024-3808

Wells Fargo Bank
P O Box 7777
San Francisco, CA 94120-7777

Wells Fargo Equipment Finance, N.A.
300 Tri-State International, Ste 400
Lincolnshire, IL 60069-4417

William Innes
822 Hampshire Rd #G
Westlake Village, CA 91361-2849

Woodman Avenue LLC
13701 Riverside Dr. #500
Sherman Oaks, CA 91423-2448

World Health Industries
1485 Livingston Lane
Jackson, MS 39213-8004

Yidam, LTD
PO Box 5858
Breckenridge, CO 80424-5858

David L. Neale
Levene Neale Bender Rankin & Brill LLP
10250 Constellation Blvd Ste 1700
Los Angeles, CA 90067-6253

John-Patrick M Fritz
Levene Neale Bender Rankin et al
10250 Constellation Blvd Ste 1700
Los Angeles, CA 90067-6253

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified
by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g)(4).

IPFS Corporation
P O Box 100391
Pasadena, CA 91189-0391

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(u) AEG Cycling, LLC

(u) Chaucer Foods

(u) Courtesy NEF

(u) Official Committee of Unsecured Creditors

(u) Sierra Packaging & Converting

(d) Crunchies Food Company, LLC
733 Lakefield Road
Suite #B
Westlake Village, CA 91361-2629

End of Label Matrix	
Mailable recipients	232
Bypassed recipients	6
Total	238