

Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. &
Email Address

PHILIP A. GASTEIER (SBN 130043)
JEFFREY S. KWONG (State Bar No. 288239)
LEVENE, NEALE, BENDER, YOO & GOLUBCHIK L.L.P.
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FOR COURT USE ONLY

☐ Individual appearing without attorney
☒ Attorney for: Edward M. Wolkowitz, Chapter 7 Trustee

UNITED STATES BANKRUPTCY COURT

PACIFIC THEATRES EXHIBITION CORP., et al.,

X Affects Pacific Theatres Exhibition Corporation only

Debtor(s).

CASE NO.: 2:21-bk-15007-BB

CHAPTER: 7

NOTICE OF SALE OF ESTATE PROPERTY

Sale Date: 04/03/2024

Time: 1:00 pm

Location: Courtroom 1539, 255 East Temple Street, Los Angeles, California 90012

☒ Public ☐ Private

Last date to file objections: 03/19/2024

Description of property to be sold:

Estate's right, title and interest in the general partnership known as El Capitan Theatre Company (the "Partnership Interest") subject to Agreement of General Partnership terms.

Terms and conditions of sale:

"As Is, Where Is, With All Faults" present condition, without representations or warranties of any kind or nature whatsoever whether express or implied.

See attached Exhibit 1. Sale Agreement provided on request.

Proposed sale price: \$ 25,000.00

Overbid procedure (if any):

See attached Exhibit 1.

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

DATE: April 3, 2024
TIME: 1:00 p.m.
PLACE: Courtroom "1539"
255 East Temple Street
Los Angeles, California 90012

See Court Procedures for appearance requirements.

Contact person for potential bidders (include name, address, telephone, fax and/or email address):

PHILIP A. GASTEIER
LEVENE, NEALE, BENDER, YOO & GOLUBCHIK L.L.P.
2818 La Cienega Avenue
Los Angeles, CA 90034
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Facsimile: (310) 229-1244
E-mail: pag@lnbyg.com

Date: 03/07/2024

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Attorneys for Edward M. Wolkowitz,
Chapter 7 Trustee

**UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
LOS ANGELES DIVISION**

In re:

PACIFIC THEATRES EXHIBITION
CORP., et al.,

Debtors and Debtors in Possession.

☐ Affects all Debtors

☒ Affects Pacific Theatres Exhibition
Corporation only

☐ Affects Pacific Theatres Entertainment
Corporation

☐ Affects Pacific Cinemas Corporation only

☐ Affects Glendale Americana Theatre, LLC
only

☐ Affects ArcLight Cinema Company only

☐ Affects ArcLight Visions, Inc. only

Chapter 7

Lead Case No.: 2:21-bk-15007-BB

Jointly administered with:
2:21-bk-15008-BB (Pacific Theatres
Entertainment Corporation)
2:21-bk-15009-BB (Pacific Cinemas
Corporation)
2:21-bk-15010-BB (Glendale Americana
Theatre, LLC)
2:21-bk-15011-BB (ArcLight Cinema
Company)
2:21-bk-15012-BB (ArcLight Visions, Inc.)

**NOTICE OF HEARING ON CHAPTER 7
TRUSTEE'S MOTION FOR ENTRY OF
AN ORDER: (A) APPROVING SALE OF
ESTATE'S RIGHT, TITLE, AND
INTEREST IN EL CAPITAN GENERAL
PARTNERSHIP INTEREST, FREE AND
CLEAR OF LIENS, CLAIMS, AND
INTERESTS; AND (B) APPROVING
OVERBID PROCEDURES**

DATE: April 3, 2024
TIME: 1:00 p.m. PST
PLACE: Courtroom "1539"
255 East Temple Street
Los Angeles, California 90012

1 **TO BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT; CALIFORNIA**
2 **DEPARTMENT OF TAX AND FEE ADMINISTRATION; LOS ANGELES COUNTY**
3 **TAX COLLECTOR; US FOODS, INC.; WEST CENTRAL FOODS, INC.; THE**
4 **OFFICE OF THE UNITED STATES TRUSTEE; PARTIES IN INTEREST; AND ALL**
5 **PARTIES ENTITLED TO NOTICE:**

6 **PLEASE TAKE NOTICE** as follows:

7 **(A) Date, Time, and Place of Hearing on the Proposed Sale:** April 3, 2024, at 1:00
8 p.m., in Courtroom 1539 of the United States Bankruptcy Court, located at 255 East Temple
9 Street, Los Angeles, California 90012

10 **(B) Name and Address of Proposed Buyer:** Buena Vista Theaters, Inc., a
11 California corporation (or its designee, the “Buyer”)

12 **(C) Description of Property to Be Sold:** a 50% ownership interest in the general
13 partnership known as El Capitan Theater Company (the “Partnership Interest”). The Debtor’s
14 Schedules of Assets and Liabilities reflect that the Debtor owns the Partnership Interest, which
15 represents a 50% ownership interest in the general partnership known as El Capitan Theatre
16 Company (the “Partnership”). The Buyer owns the remaining interest in the Partnership.

17 The Partnership holds a ground lease on the property known as the El Capitan Theatre,
18 located in Los Angeles, California (the “Theatre”). The Theatre has been subleased to the
19 Buyer for a term effectively coextensive with the term of the Partnership’s ground lease, and the
20 Buyer pays rent directly to the ground lease landlord. As a result of a 2019 settlement with a
21 party related to the Buyer, the Partnership receives none of the revenue of the Theatre. The
22 Buyer is also entitled to priority distributions from the Partnership as a result of improvements it
23 has funded. Although it receives no revenue from the Partnership Interest, the Debtor has
24 certain obligations under the Partnership Agreement, including the preparation of tax returns.

25 The Trustee previously proposed to abandon the Estate’s interest in the Partnership
26 Interest based on the circumstances. Subsequently, the Buyer offered to purchase the
27 Partnership Interest from the Trustee, primarily as an administrative convenience. If the Trustee
28 were instead to abandon the Partnership Interest, the Buyer would then be required to exercise

1 rights under the Partnership Agreement to consolidate the entire ownership of the Partnership in
2 the Buyer, and that process would consume time and expense. The Buyer offered the Purchase
3 Price (defined below) primarily to avoid those complications and to compensate the Trustee for
4 the time and expense incurred by the Estate in connection with facilitating the sale.

5 **(D) Terms and Conditions of the Proposed Sale¹**

6 a. **Purchase Price:** The Buyer shall purchase the Partnership Interest free
7 and clear of liens for the Purchase Price of \$25,000.00 (subject to overbid). The
8 Purchase Price shall be paid by the Buyer to the Trustee at the closing of the sale in
9 accordance with the *Agreement for Sale of Partnership Interest*, dated as of March 6,
10 2024 (the "Agreement"), a copy of which is attached to the Motion as Exhibit 1. In the
11 event a party other than the Buyer is the winning overbidder for the Partnership Interest,
12 such overbidder shall pay the balance of the overbid amount (taking into account any
13 deposit delivered by such overbidder) to the Trustee at the closing of the sale.

14 b. **Releases:** The Agreement contains mutual releases between the Debtor
15 and the Estate, and the Buyer.

16 c. **Provisions Applicable To Buyer:** The Agreement contains terms
17 excusing compliance with restriction on transfer provisions contained in the General
18 Partnership Agreement, which terms are applicable only to the Buyer. In light of the
19 lack of revenue of the Partnership and the relationship of the Buyer, the Trustee does not
20 believe these terms are unreasonable.

21 d. **Payment Of Costs, Fees And Sales Or Transfer Taxes:** In addition to
22 the Purchase Price, the Buyer shall bear and be solely responsible for the payment of any
23 and all costs, fees, and sales or transfer taxes arising from the sale and transfer of the
24 Partnership Interest, including, without limitation, escrow fees, recording fees and
25 transfer fees. In addition to the Purchase Price and the foregoing costs, fees and taxes,
26

27
28 ¹ To the extent there is any conflict between the summary set forth herein and the Agreement, the Agreement shall control.

1 the Buyer shall bear and be solely responsible for the payment of any “finder’s fee” or
2 commission which the Buyer separately has agreed to pay.

3 e. **Sale Subject To Overbid At Auction:** The sale of the Partnership Interest
4 shall be subject to overbid, in accordance with the overbid procedures described below
5 (the “Overbid Procedures”), at an auction of the Partnership Interest (the “Auction”) to
6 be conducted by the Trustee at the time of the hearing on this Motion (“Sale Hearing”),
7 or as otherwise directed by the Court.

8 f. **Closing of Escrow and Forfeiture of Deposits:** Escrow shall close upon
9 issuance of the transfer of Partnership Interest to the Buyer (or a successful overbidder).

10 **(E) Lien and Interests:** As described in the Motion, the Trustee is not aware of any
11 valid liens, claims, or interests against the Partnership Interest. However, the Trustee seeks an
12 order approving the sale free and clear of all liens, claims, and interests and is serving the
13 Motion and this Notice on all parties with liens of record.

14 **(F) Overbid Procedures:**

15 a. **Overbid Requirements.** Any party interested in submitting an overbid for
16 Partnership Interest (“Overbid”) must, not later than three (3) business days before the
17 scheduled date of the Sale Hearing as stated on the first page of this Notice (the
18 “Overbid Deadline”), deliver such Overbid in writing to counsel for the Trustee (Philip
19 A. Gasteier, Esq., Levene, Neale, Bender, Yoo & Golubchik L.L.P., 2818 La Cienega
20 Avenue, Los Angeles, California 90034, Email: PAG@LNBYG.com, Facsimile: (310)
21 229-1244), in accordance with the requirements set forth below:

22 i. The purchase price for the Partnership Interest in any Overbid
23 must be in the sum of at least \$30,000.00. Any Overbid must otherwise be on the
24 same or better terms and conditions as set forth in the Agreement; provided that,
25 any Overbid must acknowledge that the Purchase of the Partnership Interest (x)
26 will be subject to the restriction on transfer provisions of the General Partnership
27 Agreement, and (y) agree to indemnify and hold harmless the Trustee and the
28 Estate for any post-petition claims which may be asserted by the Buyer.

1 ii. Each party submitting an Overbid must, by the Overbid Deadline:
2 (i) deliver a deposit in the sum of \$3,000 in the form of a cashier's check, to the
3 Trustee, so that such deposit is actually received by the Overbid Deadline, and
4 (ii) deliver to counsel for the Trustee proof of committed funds available to the
5 bidder sufficient to enable such bidder to consummate the sale of the Partnership
6 Interest, which proof shall be in the form of a letter of credit, loan commitment or
7 other form acceptable to the Trustee in the Trustee's sole discretion. In the
8 event that (i) the bidder fails to timely make the deposit, (ii) the bidder fails to
9 timely provide proof of committed funds, or (iii) the Trustee determines, in his
10 sole discretion, that the proof of funds provided to Trustee by a bidder is
11 unacceptable, the Trustee may, at his sole discretion, disqualify such bidder from
12 participating in the Auction. In the event that the Trustee exercises his discretion
13 and disqualifies a bidder from participating in the Auction, the Deposit made by
14 such bidder (if any) shall be returned to the bidder.

15 b. **Bidding At Auction.** If at least one qualified bidder who has submitted
16 an Overbid appears at the Auction, the Trustee shall designate what he determines, in his
17 reasonable judgment, to be the best and highest Overbid received for the Partnership
18 Interest to be the leading bid at the Auction. Thereafter, the Trustee shall solicit better
19 and higher bids for the Partnership Interest, in bidding increments of at least \$5,000,
20 from the qualified bidders participating in the Auction (including the Buyer, if it chooses
21 to participate) until the best and highest bid for the Partnership Interest has been
22 determined by the Trustee. The qualified bidder who submits the second best/highest
23 bid for the Partnership Interest at the Auction shall be designated as the backup bidder.

24 c. **Backup Bidder:** In the event that the Buyer or the successful overbidder
25 cannot timely complete the purchase of the Partnership Interest, the Trustee shall be
26 authorized to proceed with the sale of the Partnership Interest to the backup bidder (if
27 one is designated at the Auction) without further notice, hearing, or order of the Court.
28

1 **(G) Consideration:** The proposed sale of the Partnership Interest to the Buyer is
2 anticipated to result in net sale proceeds of at least \$25,000.00 (*i.e.*, the Purchase Prices for
3 the Partnership Interest), which will be available for distribution to creditors of the Estate.

4 **(H) Tax Implications:** Since the Buyer (or a successful overbidder) will bear sole
5 responsibility for the payment of any sales or transfer taxes arising from the proposed sale and
6 transfer of the Partnership Interest, and the Debtor is a pass-through tax entity, the Trustee does
7 not believe there will be any negative tax consequences for the Estate arising from the proposed
8 sale of the Partnership Interest.

9 **(I) Deadline for Objection:** Pursuant to Local Bankruptcy Rule 9013-1(f), any
10 interested party that wishes to oppose the relief requested in the motion must file not later than
11 14 days prior to the scheduled hearing date, and serve upon the Office of the United States
12 Trustee, located at 915 Wilshire Boulevard, Suite 1850, Los Angeles, California 90017, the
13 Trustee's counsel, located at the address indicated on the upper left corner of the first page of
14 this notice, "[a] complete written statement of all reasons in opposition thereto ..., declarations
15 and copies of all photographs and documentary evidence on which the responding party intends
16 to rely and any responding memorandum of points and authorities." Notwithstanding the
17 foregoing, nothing contained herein or in the Overbid Procedures shall limit or otherwise affect
18 Buyer's rights under the Partnership Agreement and applicable law, including without limitation
19 Buyer's right to object to a sale to any successful overbidder at the Sale Hearing or otherwise.

20 **PLEASE TAKE FURTHER NOTICE** that pursuant to Local Bankruptcy Rule 9013-
21 1(h), failure to file and serve a timely response may be deemed consent to the relief requested in
22 the Motion.

23 Dated: March 7, 2024

EDWARD M. WOLKOWITZ,
CHAPTER 7 TRUSTEE

24
25 By: /s/Philip A. Gasteier
26 PHILIP A. GASTEIER
27 JEFFREY KWONG
28 LEVENE, NEALE, BENDER, YOO
& GOLUBCHIK L.L.P.
Attorneys for Edward M. Wolkowitz,
Chapter 7 Trustee

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is: 2818 La Cienega Avenue, Los Angeles, California 90034.

A true and correct copy of the foregoing document entitled **NOTICE OF HEARING ON CHAPTER 7 TRUSTEE'S MOTION FOR ENTRY OF AN ORDER: (A) APPROVING SALE OF ESTATE'S RIGHT, TITLE, AND INTEREST IN EL CAPITAN GENERAL PARTNERSHIP INTEREST, FREE AND CLEAR OF LIENS, CLAIMS, AND INTERESTS; AND (B) APPROVING OVERBID PROCEDURES** 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:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On **March 7, 2024**, 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:

- Kenechi R Agu kagu@krallegal.com
- Ryan W Anderson randerson@gamlaw.com, llofredo@gamlaw.com
- Shaun J Bauman info@thela-lawyer.com
- Erin N Brady erin.brady@hoganlovells.com, cindy.mitchell@hoganlovells.com;tracy.southwell@hoganlovells.com
- William S Brody wbrody@buchalter.com, dbodkin@buchalter.com;IFS_filing@buchalter.com;smartin@buchalter.com
- Andrew Browning abrowning@Intlb.com
- Vincent V Frounjan vvf.law@gmail.com
- Philip A Gasteier pag@Inbyg.com
- David S Hagen davidhagenlaw@gmail.com
- Marsha A Houston mhouston@reedsmith.com, hvalencia@reedsmith.com
- Brian D Huben hubenb@ballardspahr.com, carolod@ballardspahr.com
- William W Huckins whuckins@allenmatkins.com, clynch@allenmatkins.com;igold@allenmatkins.com
- Jeffrey Huron jhuron@dykema.com, ebailon@dykema.com;slara@dykema.com;DocketLA@dykema.com
- Daniel King dking@thelawgroup.com, r44432@notify.bestcase.com
- Jeffrey S Kwong jsk@Inbyg.com, jsk@ecf.inforuptcy.com
- Noreen A Madoyan Noreen.Madoyan@usdoj.gov
- James P Menton jmenton@robinskaplan.com, LCastiglioni@robinskaplan.com
- H. Jasmine Papian hjdlaw@yahoo.com, HJasminePapianEsq@jubileebk.net
- Kristen N Pate bk@bpretail.com
- William F Salle wfslaw@yahoo.com
- Jeffrey L Sumpter jsumpter1@cox.net
- John N Tedford jtedford@DanningGill.com, danninggill@gmail.com;jtedford@ecf.courtdrive.com
- United States Trustee (LA) ustpregion16.la.ecf@usdoj.gov
- Abdul Wakil sal@sawlawgroup.com
- Edward M Wolkowitz (TR) emwtrustee@Inbyg.com, ecf.alert+Wolkowitz@titlexi.com

2. SERVED BY UNITED STATES MAIL: On **March 7, 2024**, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

Honorable Sheri Bluebond
United States Bankruptcy Court
255 E. Temple Street, Suite 1534 / Courtroom 1539
Los Angeles, CA 9001

☒ Service List served by U.S. Mail attached

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on **March 7, 2024**, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

None.

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

March 7, 2024

D. Woo

/s/ D. Woo

Date

Type Name

Signature

BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT
555 S. Flower Street, 11th Floor
Los Angeles, CA 90071

CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION
P.O. Box 942879
Sacramento CA 94279-0055

County of Los Angeles
Department of Treasurer and Tax Collector
225 North Hill Street, Rm 122
P.O. Box 514818
Los Angeles, CA 90051-4818

US Foods, Inc.
8024 Telegraph Road
Severn, Maryland 21144

West Central Foods, Inc.
2020 East Seventh Place
Los Angeles, CA 90021

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is: 2818 La Cienega Avenue, Los Angeles, California 90034.

A true and correct copy of the foregoing document entitled **NOTICE OF SALE OF ESTATE PROPERTY** 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:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On **March 7, 2024**, 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:

- Kenechi R Agu kagu@kralegal.com
- Ryan W Anderson randerson@gamlaw.com, llofredo@gamlaw.com
- Shaun J Bauman info@thela-lawyer.com
- Erin N Brady erin.brady@hoganlovells.com,
cindy.mitchell@hoganlovells.com;tracy.southwell@hoganlovells.com
- William S Brody wbrody@buchalter.com,
dbodkin@buchalter.com;IFS_filing@buchalter.com;smartin@buchalter.com
- Andrew Browning abrowning@Intlb.com
- Vincent V Frounjan vvf.law@gmail.com
- Philip A Gasteier pag@lnbyg.com
- David S Hagen davidhagenlaw@gmail.com
- Marsha A Houston mhouston@reedsmith.com, hvalencia@reedsmith.com
- Brian D Huben hubenb@ballardspahr.com, carolod@ballardspahr.com
- William W Huckins whuckins@allenmatkins.com,
clynch@allenmatkins.com;igold@allenmatkins.com
- Jeffrey Huron jhuron@dykema.com,
ebailon@dykema.com;slara@dykema.com;DocketLA@dykema.com
- Daniel King dking@thelawgroup.com, r44432@notify.bestcase.com
- Jeffrey S Kwong jsk@lnbyg.com, jsk@ecf.inforuptcy.com
- Noreen A Madoyan Noreen.Madoyan@usdoj.gov
- James P Menton jmenton@robinskaplan.com, LCastiglioni@robinskaplan.com
- H. Jasmine Papian hjdlaw@yahoo.com, HJasminePapianEsq@jubileebk.net
- Kristen N Pate bk@bpretail.com
- William F Salle wfslaw@yahoo.com
- Jeffrey L Sumpter jsumpter1@cox.net
- John N Tedford jtedford@DanningGill.com,
danninggill@gmail.com;jtedford@ecf.courtdrive.com
- United States Trustee (LA) ustpregion16.la.ecf@usdoj.gov
- Abdul Wakil sal@sawlawgroup.com
- Edward M Wolkowitz (TR) emwtrustee@lnbyg.com, ecf.alert+Wolkowitz@titlexi.com

2. SERVED BY UNITED STATES MAIL: On **March 7, 2024**, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

Honorable Sheri Bluebond
United States Bankruptcy Court
255 E. Temple Street, Suite 1534 / Courtroom 1539
Los Angeles, CA 9001

☒ Service List served by U.S. Mail attached

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3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on **March 7, 2024**, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

None.

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

March 7, 2024	D. Woo	/s/ D. Woo
<i>Date</i>	<i>Type Name</i>	<i>Signature</i>

BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT
555 S. Flower Street, 11th Floor
Los Angeles, CA 90071

CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION
P.O. Box 942879
Sacramento CA 94279-0055

County of Los Angeles
Department of Treasurer and Tax Collector
225 North Hill Street, Rm 122
P.O. Box 514818
Los Angeles, CA 90051-4818

US Foods, Inc.
8024 Telegraph Road
Severn, Maryland 21144

West Central Foods, Inc.
2020 East Seventh Place
Los Angeles, CA 90021