

1 Craig A. Wolfe (CA Bar No. 200870)
Jason R. Alderson (CA Bar No. 233176)
2 **KELLEY DRYE & WARREN LLP**
101 Park Avenue
3 New York, New York 10178-0002
Telephone: (212) 808-7800
4 Facsimile: (212) 808-7897
E-mail: cwolfe@kelleydrye.com; jalderson@kelleydrye.com
5 *Counsel for Debtor*

6 Jeffrey N. Pomerantz (CA Bar No. 143717)
Jeffrey W. Dulberg (CA Bar No. 181200)
7 **PACHULSKI STANG ZIEHL & JONES LLP**
10100 Santa Monica Blvd., 11th Floor
8 Los Angeles, California 90067-4100
Telephone: (310) 277-6910
9 Facsimile: (310) 201-0760
E-mail: jpomerantz@pszjlaw.com; jdulberg@pszjlaw.com
10 *Local/Conflicts Counsel for Debtor*

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

13 In re:
14 CONTESSA LIQUIDATING CO., INC.,
(f/k/a Contessa Premium Foods, Inc., a
15 California corporation),

16 Debtor.¹

Case No.: 2:11-bk-13454-PC

Chapter 11

**SECOND AMENDED DISCLOSURE
STATEMENT DESCRIBING DEBTOR'S
CHAPTER 11 PLAN OF LIQUIDATION
(DATED NOVEMBER 3, 2011)**

Disclosure Statement Hearing

Date: November 2, 2011
Time: 9:30 a.m. (PT)
Place: Courtroom 1539
Edward R. Roybal Federal Bldg.
255 E. Temple Street
Los Angeles, CA 90012

Judge: Honorable Peter Carroll

Plan Confirmation Hearing

Date: December 15, 2011
Time: 2:30 p.m. (PT)
Place: Courtroom 1539
Edward R. Roybal Federal Bldg.
255 E. Temple Street
Los Angeles, CA 90012

Judge: Honorable Peter Carroll

28 ¹ The Debtor is formerly known as Contessa Premium Foods, Inc. The Debtor is a California corporation, Fed. Tax I.D. No. 33-0020606. The Debtor's address is 222 West 6th Street, 8th Floor, San Pedro, California 90731.

Kalley Dye & Warren LLP
101 Park Avenue
New York, New York 10178

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

NOTHING CONTAINED IN THIS DOCUMENT SHALL CONSTITUTE AN OFFER, ACCEPTANCE OR A LEGALLY BINDING OBLIGATION OF THE DEBTOR OR ANY OTHER PARTY IN INTEREST AS THE PLAN (ATTACHED TO THIS DISCLOSURE STATEMENT) REMAINS SUBJECT TO APPROVAL BY THE BANKRUPTCY COURT AND OTHER CUSTOMARY CONDITIONS. THE PLAN ATTACHED TO THIS DISCLOSURE STATEMENT IS NOT AN OFFER WITH RESPECT TO ANY SECURITIES. ANY SUCH OFFER OR SOLICITATION WILL BE MADE ONLY IN COMPLIANCE WITH ALL APPLICABLE SECURITIES LAWS. YOU SHOULD NOT RELY ON THE INFORMATION CONTAINED IN OR THE TERMS OF THIS DISCLOSURE STATEMENT FOR ANY PURPOSE PRIOR TO THE CONFIRMATION OF THE PLAN BY THE BANKRUPTCY COURT. THE INFORMATION CONTAINED IN THE PLAN ATTACHED HERETO AND THE FINANCIAL AND OTHER INFORMATION CONTAINED HEREIN ARE PRELIMINARY, AND ADDITIONAL ANALYSIS, CONCLUSIONS AND OTHER DEVELOPMENTS ARE LIKELY TO OCCUR THAT WILL REQUIRE MODIFICATIONS, ADDITIONS, OR DELETIONS TO THE PLAN PRIOR TO SOLICITATION AND CONFIRMATION OF THE PLAN.

TABLE OF CONTENTS

	Page
1	
2	
3 I. INTRODUCTION	1
4 II. DISCLAIMER	3
5 III. OVERVIEW OF THE CHAPTER 11 PROCESS AND THE PLAN	4
6 A. The Chapter 11 Process	4
7 B. Overview of the Debtor’s Proposed Plan.....	6
8 C. Plan is Non-Binding Until Confirmed	13
9 D. Time and Place of the Confirmation Hearing.....	13
10 E. Deadline For Voting For or Against the Plan	13
11 F. Deadline For Objecting to the Confirmation of the Plan.....	13
12 G. Identity of Person to Contact for More Information Regarding the Disclosure	
13 Statement or Plan	14
14 IV. DEBTOR AND OFFICIAL COMMITTEE OF UNSECURED CREDITORS	
15 RECOMMENDATION TO ACCEPT THE PLAN	15
16 V. HISTORICAL BACKGROUND AND THE BANKRUPTCY SALE.....	15
17 A. Debtor’s Business	15
18 B. The Current Management Team and Compensation	16
19 C. Corporate Structure.....	16
20 D. Events Leading to Chapter 11.....	17
21 E. The Bankruptcy Sale Process.....	18
22 F. Current Debt Structure	19
23 VI. OTHER SIGNIFICANT EVENTS IN THE BANKRUPTCY CASE	21
24 A. First Day Motions	21
25 B. The Rejection of All Executory Contracts and Leases Not Assigned to	
26 Purchaser.....	22
27 C. Settlement With John Z. Blazeovich in Connection with the Debtor’s	
28 Bankruptcy Sale	23

TABLE OF CONTENTS
(continued)

1		Page
2		
3	D. The Trade Vendor Program	23
4	E. The Debtor’s Professionals	24
5	F. The Committee.....	25
6	G. Claims Administration	25
7	H. Plan Exclusivity and Solicitation Period.....	26
8	I. The Debtor’s Pending Motion for an Order Determining the Disposition and	
9	Turnover of Escrowed Bankruptcy Sale Proceeds.....	26
10	VII. LITIGATION AND CAUSES OF ACTION	27
11	A. Litigation Commenced Prepetition.....	27
12	B. Postpetition and Other Potential Causes of Action.....	27
13	VIII. SUMMARY OF THE PLAN OF LIQUIDATION	32
14	A. General.....	32
15	B. Plan Overview.....	32
16	C. Treatment of Claims and Interests Under the Plan	32
17	D. Allowance and Treatment of Unclassified Claims (Administrative Claims and	
18	Priority Tax Claims)	33
19	E. Classification and Treatment of Priority Non-Tax Claims (Class 1).....	37
20	F. Classification and Treatment of Wells Fargo Aircraft Lease Claim (Class 2a)	37
21	G. Classification and Treatment of Other Secured Claims (Class 2b)	38
22	H. Classification and Treatment of General Unsecured Claims (Class 3).....	39
23	I. Classification and Treatment of Subordinated Allowed General Unsecured	
24	Claims (Class 4).....	42
25	J. Classification and Treatment of Interests (Class 5)	42
26	K. Provisions Governing Plan Implementation	43
27	L. Plan Implementation	44
28	M. Procedures for Disputed Claims	51

TABLE OF CONTENTS
(continued)

		Page
1		
2		
3	N. Estimation	53
4	O. Treatment of Executory Contracts and Unexpired Leases	53
5	P. Late Filed Claims	54
6	IX. OTHER PLAN PROVISIONS	54
7	A. Releases by the Debtor	54
8	B. Release by Holders of Claims	55
9	C. Injunction	56
10	D. Term of Bankruptcy Injunction or Stays	57
11	E. Exculpation	57
12	F. Releases and Exculpation Provided John Z. Blazeovich	57
13	G. Nondischarge of the Debtor	58
14	H. Entry of a Final Decree	58
15	I. Exemption from Stamp, Transfer and Other Taxes	59
16	J. Post-Effective Date Quarterly Fees	59
17	K. Post-Effective Date Status Reports	59
18	L. Withholding and Reporting Requirements	59
19	M. Evidence of Claims	59
20	N. Cancellation of Interests	60
21	O. No Admissions	60
22	P. Revocation of the Plan	61
23	Q. Successors and Assigns	61
24	R. Nonconsensual Confirmation	61
25	S. Saturday, Sunday, or Legal Holiday	61
26	T. No Waiver	61
27	U. Plan Modification	61
28	V. Retention of Jurisdiction	61

TABLE OF CONTENTS
(continued)

	Page
1	
2	
3	X. CERTAIN RISK FACTORS TO BE CONSIDERED 64
4	A. Certain Risk Factors..... 65
5	B. Reliance Solely on Disclosure Statement Regarding Acceptance/Rejection 65
6	C. All Information was Provided by the Debtor, and was Relied Upon by
7	Professionals 65
8	D. No Duty to Update Disclosure Statement..... 65
9	E. Risk that the Debtor Will Have Insufficient Cash for the Plan to Become
10	Effective..... 65
11	F. Risk Regarding the Distributions to Be Made to Holders of Allowed Claims..... 66
12	G. No Legal or Tax Advice is Provided to You by this Disclosure Statement 67
13	H. This Disclosure Statement was Not Approved by the Securities and Exchange
14	Commission 67
15	I. Bankruptcy Risks 67
16	XI. VOTING PROCEDURES AND REQUIREMENTS..... 68
17	A. Parties Entitled to Vote 69
18	B. Standards for Acceptance of a Class..... 71
19	XII. CONFIRMATION OF THE PLAN..... 71
20	A. Confirmation Hearing 71
21	B. Requirements for Confirmation of the Plan..... 72
22	C. Feasibility..... 74
23	D. “Best Interests” Test 74
24	XIII. ALTERNATIVES TO CONFIRMATION OF THE PLAN 75
25	XIV. CERTAIN U.S. FEDERAL TAX CONSEQUENCES OF THE PLAN 77
26	A. Information Reporting and Withholding 78
27	XV. CONCLUSION..... 78
28	EXHIBIT A – PLAN OF LIQUIDATION..... 1

TABLE OF CONTENTS
(continued)

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Page

EXHIBIT B – LIQUIDATION ANALYSIS 2
EXHIBIT C – NOTES TO THE LIQUIDATION ANALYSIS 3
EXHIBIT F – SCHEDULE OF RETAINED CAUSES OF ACTION 1

1 Contessa Liquidating Co., Inc., a California corporation, the Debtor in this Chapter 11 Case,
2 filed with the Bankruptcy Court (i) the *Debtor's Second Amended Chapter 11 Plan of Liquidation*
3 (*Dated November 3, 2011*), a copy of which is attached hereto as **Exhibit A** (as may be amended,
4 supplemented and/or modified, the "Plan"), and (ii) this *Second Amended Disclosure Statement*
5 *Describing Debtor's Chapter 11 Plan of Liquidation (Dated November 3, 2011)* (as amended, the
6 "Disclosure Statement"). The purpose of this Disclosure Statement is to provide sufficient
7 information to enable Creditors who are entitled to vote to make an informed decision about whether
8 to vote to accept the Plan. For the reasons set forth below, both the Debtor and the Official
9 Committee of Unsecured Creditors recommend that Creditors (who are entitled to do so) vote to
10 accept the Plan.

11 **I.**

12 **INTRODUCTION**²

13 On January 26, 2011 (the "Petition Date"), the Debtor commenced a bankruptcy case by
14 filing a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Case is pending
15 before the United States Bankruptcy Court for the Central District of California, Los Angeles
16 Division under case number 2:11-bk-13454-PC.

17 The purpose of this Disclosure Statement is to set forth information (a) regarding the history
18 of the Debtor, its business, and the Chapter 11 Case, (b) concerning the Plan and alternatives to the
19 Plan, (c) advising the holders of Claims and Interests of their rights under the Plan, (d) assisting
20 Creditors who are entitled to vote on the Plan in making an informed judgment regarding whether
21 they should vote to accept or reject the Plan, and (e) assisting the Court in determining whether the
22 Plan complies with the applicable provisions of the Bankruptcy Code, and should be confirmed.

23 On November 2, 2011, the Court, after notice and hearing, entered the Disclosure Statement
24 Order approving this Disclosure Statement as containing "adequate information" to permit affected
25 Creditors to make an informed judgment in exercising their rights to vote to accept or reject the Plan,

26 _____
27 ² Capitalized terms not otherwise defined in this Disclosure Statement have the meanings ascribed to them in the
28 Plan. The Plan, once confirmed, is the legally binding document regarding the treatment of Claims and
Interests and the terms and conditions of the Debtor's reorganization. Accordingly, to the extent that there is
any inconsistency between the terms contained herein and those contained in the Plan, the terms of the Plan will
govern.

1 and authorized its use in connection with the solicitation of votes with respect to the Plan. THE
2 COURT'S APPROVAL OF THIS DISCLOSURE STATEMENT DOES NOT MEAN THAT THE
3 COURT RECOMMENDS EITHER ACCEPTANCE OR REJECTION OF THE PLAN. No
4 solicitation of votes may be made except pursuant to this Disclosure Statement and section 1125 of
5 the Bankruptcy Code. In voting on the Plan, Creditors should not rely on any information relating to
6 the Debtor, other than that contained in this Disclosure Statement, the Plan, and all exhibits hereto
7 and thereto, or such other materials as may hereinafter be approved by the Court.

8 The Plan described in this Disclosure Statement is a liquidating plan. The Plan's objective is
9 to liquidate (as applicable) and distribute all Assets to Holders of Allowed Claims and Allowed
10 Unclassified Claims. The Plan divides Creditors and Interest Holders into Classes based on their
11 legal rights and interests and provides for the satisfaction of Claims from the Debtor's Assets.
12 Interest Holders will not receive or retain anything on account of their Interests under the Plan.

13 Only Holders of Claims that are Allowed Claims under section 502 of the Bankruptcy Code,
14 or temporarily allowed for voting purposes under Rule 3018 of the Bankruptcy Rules, whose Claims
15 are in those Classes of Claims that are "impaired" (as defined in section 1124 of the Bankruptcy
16 Code) under the Plan are entitled to vote to accept or reject the Plan. A Class is Impaired if the
17 legal, equitable, or contractual rights of the Claims or Interests in the Class are altered. Classes of
18 Claims that are not Impaired are conclusively presumed to have voted to accept the Plan pursuant to
19 section 1126(f) of the Bankruptcy Code and, therefore, are not entitled to vote on the Plan. Interest
20 Holders are impaired and will receive zero Distributions under the Plan, and are therefore
21 conclusively presumed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy
22 Code.

23 **THE DEBTOR, AS PROPONENT OF THE PLAN, AND THE OFFICIAL**
24 **COMMITTEE OF UNSECURED CREDITORS, AS A SUPPORTER OF THE PLAN, BOTH**
25 **RECOMMEND THAT (A) WELLS FARGO NORTHWEST, AS THE HOLDER OF THE**
26 **CLASS 2a CLAIM, VOTES TO ACCEPT THE PLAN; AND (B) THE HOLDERS OF**
27 **CLAIMS IN CLASSES 3 AND 4 VOTE TO ACCEPT THE PLAN.**
28

1 VOTING ON THE PLAN, BY EACH HOLDER OF A CLAIM ENTITLED TO VOTE, IS
2 IMPORTANT. EACH SUCH CREDITOR SHOULD READ THIS DISCLOSURE STATEMENT
3 WITH ITS EXHIBITS, INCLUDING THE PLAN, IN ITS ENTIRETY. AFTER CAREFULLY
4 REVIEWING THESE DOCUMENTS, PLEASE FOLLOW THE DIRECTIONS FOR VOTING
5 CONTAINED LATER HEREIN AND ON THE BALLOT, AND RETURN THE BALLOT IN
6 THE ENVELOPE PROVIDED. **TO BE COUNTED, YOUR BALLOT MUST BE RECEIVED**
7 **BY DECEMBER 9, 2011, AT 5:00 P.M. (PACIFIC TIME) (THE “VOTING DEADLINE”) AT**
8 **THE KELLEY DRYE AND WARREN LLP OFFICE AT THE ADDRESS SET FORTH FOR**
9 **THE VOTING AGENT³ AND ON THE PRE-ADDRESSED ENVELOPE ENCLOSED WITH**
10 **YOUR BALLOT.**

11 Votes cannot be transmitted orally or by e-mail. Accordingly, you are urged to return your
12 signed and completed Ballot promptly. Ballots not received by the Voting Deadline and unsigned
13 Ballots will not be counted.

14 II.

15 **DISCLAIMER**

16 This Disclosure Statement contains information that may bear upon your decision to accept
17 or reject the Plan. Please read this document with care. The purpose of this Disclosure Statement is
18 to provide “adequate information” of a kind, and in sufficient detail, as far as is reasonably
19 practicable in light of the nature and history of the Debtor and the condition of the Debtor’s books
20 and records, that would enable a hypothetical reasonable investor, typical of Holders of Claims or
21 Interests of the relevant Class, to make an informed judgment concerning the Plan as required by
22 section 1125(a) of the Bankruptcy Code. Unless otherwise indicated, the date of all of the financial
23 information provided in this Disclosure Statement is as of October 7, 2011.

24 For the convenience of Creditors and Interest Holders, this Disclosure Statement summarizes
25 the terms of the Plan, but the Plan itself qualifies any summary. If any inconsistency exists between
26 the Plan and this Disclosure Statement, the terms of the Plan are controlling.

27
28 ³ Kelley Drye and Warren LLP, Attn: Catherine Thompson, Esq., 101 Park Avenue, New York, NY 10178;
Telephone: (212) 808-7800; E-mail: cthompson@kelleydrye.com (in such capacity, the “Voting Agent”)

1 No representations concerning the Debtor, its financial condition, or any aspect of the Plan
2 are authorized by the Debtor, other than as set forth in this Disclosure Statement. Any
3 representations or inducements made to secure your acceptance, which are other than as contained
4 in, or included with, this Disclosure Statement, should not be relied upon by you in arriving at your
5 decision.

6 Debtor's counsel has relied upon information provided by Debtor's management in
7 connection with preparation of this Disclosure Statement. Further, the financial information
8 contained herein, unless otherwise indicated, is unaudited. Although Debtor's counsel has
9 performed certain limited due diligence in connection with the preparation of this Disclosure
10 Statement, it has not independently verified all of the information contained herein.

11 The contents of this Disclosure Statement should not be construed as legal, business, or tax
12 advice. Any tax advice herein is not intended to be used, and it cannot be used, for the purpose of
13 avoiding any tax penalties that may be imposed on any Person. All Creditors and/or Interest Holders
14 should consult their own legal counsel and/or accountant(s) as to legal, tax, and other matters
15 concerning their Claims or Interests.

16 III.

17 **OVERVIEW OF THE CHAPTER 11** 18 **PROCESS AND THE PLAN**

19 **A. The Chapter 11 Process**

20 Chapter 11 is the principal reorganization chapter under the Bankruptcy Code. Chapter 11 is
21 commonly used to reorganize a financially troubled company so it can emerge from bankruptcy as a
22 viable business or, as the Plan contemplates, it may also be used to provide a structured liquidation
23 of a debtor's assets in such a way that will maximize distributions to creditors when compared to a
24 liquidation under chapter 7 of the Bankruptcy Code or a dissolution under state law. The
25 formulation of a plan or reorganization or liquidation is the primary purpose of a chapter 11 case.
26 The plan is the vehicle by which the debtor will satisfy, in whole or in part, parties who hold claims
27 against or interests in such debtor.
28

1 A chapter 11 plan may either be consensual or non-consensual, and provide, among other
2 things, for the treatment of the claims of creditors and the interests of equity holders. The plan
3 confirmation process, and the conditions for confirming either a consensual or non-consensual plan,
4 are more fully described below.

5 After a plan is filed, the holders of claims or interests in a debtor whose claims or interests
6 are proposed to be “impaired” are permitted to vote to accept or reject the plan. A class is
7 “impaired” if, pursuant to the plan, the legal, equitable, or contractual rights attaching to the claims
8 of such class are modified. Section 1125 of the Bankruptcy Code requires that prior to soliciting
9 acceptances of the proposed plan, the debtor must prepare a disclosure statement which contains
10 adequate information about the debtor, its assets and liabilities, and the plan, to enable a
11 hypothetical, reasonable investor to make an informed judgment about the proposed plan. The
12 Debtor believes that this Disclosure Statement satisfies the requirements of section 1125 of the
13 Bankruptcy Code.

14 The Bankruptcy Code defines acceptance of the plan by holders of a class of claims against
15 the debtor as acceptance by at least two-thirds in dollar amount and more than one-half of the
16 number of the holders of allowed claims in that class that actually vote. Holders of Claims in the
17 Chapter 11 Case who fail to vote will not have their Claims counted in determining the outcome of
18 the vote.

19 Classes of claims that are not “impaired” under a plan are presumed to have accepted the
20 plan and, therefore, are not entitled to vote. Acceptances of the Plan in the Chapter 11 Case are
21 being solicited only from Holders of Claims in impaired Classes that are not otherwise deemed to
22 have rejected the Plan.

23 Even if all of the classes of claims accept a plan, the court must determine that the plan meets
24 the requirements of section 1129 of the Bankruptcy Code in order for the plan to be confirmed. This
25 section requires, among other provisions, that a plan be in the “best interests” of creditors and
26 “feasible”. The “best interests” test generally requires that the value of the consideration to be
27 distributed to the holders of claims under a plan may not be less than what they would receive if the
28 assets of the debtor were to be liquidated under a hypothetical liquidation pursuant to chapter 7 of

1 the Bankruptcy Code (in which the debtor’s estate is liquidated by a trustee under the statutory
2 scheme set forth in chapter 7, not by a debtor in possession or a trustee under a plan). The
3 “feasibility” requirement requires the court to find that there is a reasonable probability that the
4 debtor will be able to perform the obligations set forth in the plan and, if applicable, that the debtor
5 will be able to continue operations after confirmation without the need for further financial
6 reorganization. The Debtor believes that the Plan satisfies both of these requirements, as more fully
7 discussed below.

8 Even though a creditor may choose not to vote or may choose to vote against a plan, the
9 creditor will be bound by the plan’s terms and treatment if such plan is confirmed by the court.

10 In the event the requisite approval of impaired classes is not obtained, the proponent of a plan
11 may seek confirmation of the plan under the so-called “cramdown” provisions of the Bankruptcy
12 Code. Pursuant to section 1129(b) of the Bankruptcy Code, a proponent may “cramdown” a plan
13 against a non-accepting class of claims or equity interests, if the proponent establishes, among other
14 things, that the plan is accepted by at least one impaired class of creditors, that the plan is fair and
15 equitable, and that the plan does not unfairly discriminate. In the Chapter 11 Case, the Debtor
16 intends to request that the Court confirm the Plan under the “cramdown” provisions of section
17 1129(b) of the Bankruptcy Code, in view of the fact that the Class of Interests will not receive any
18 recovery under the Plan, and thus is deemed to reject the Plan.

19 **B. Overview of the Debtor’s Proposed Plan**

20 The following is a brief overview of the material provisions of the Plan and is qualified in its
21 entirety by reference to the full text of the Plan. For a more detailed description of the terms and
22 provisions of the Plan, see Article VIII below, entitled “Summary of the Plan of Liquidation.”

23 The Plan’s objective is to liquidate and distribute all Assets to Holders of Allowed Claims
24 and Allowed Unclassified Claims. The Plan designates a series of Classes of Claims and one Class
25 of Interests, which include all Claims against, and Interests in, the Debtor. These Classes take into
26 account the differing nature and priority under the Bankruptcy Code and under applicable non-
27 bankruptcy law of the various Claims and Interests.

1 The following table (the “Plan Summary Table”) summarizes the treatment of Claims and
2 Interests under the Plan with: (a) the Debtor’s estimates of the amount of Claims in each category or
3 Class, and (b) a description of the treatment provided in the Plan for each Class of Claims and
4 Interests. The dollar amounts included in the Plan Summary Table have been estimated by the
5 Debtor as of the date of this Disclosure Statement and do not constitute an admission by the Debtor
6 as to the validity or amount of any particular Claim. The Debtor reserves the right to dispute the
7 validity and/or amount of any Claim that has not already been Allowed by the Court or by agreement
8 of the parties, and anticipates soon filing objections to numerous Claims and will be amending its
9 Schedules.

10 The summary of estimated Distributions under the Plan, set forth below and in the Plan, lists
11 both the approximate amount of Claims in each Class, and an estimated range of recovery for such
12 Class. The Debtor’s Claims reconciliation process is ongoing, and the estimated aggregate amounts
13 of all Classes of Claims are based on the Debtor’s good faith estimates. The Distributions that
14 ultimately will be received by a particular Holder of an Allowed Claim may be adversely or
15 favorably affected by the aggregate amount of Administrative Claims and Priority Tax Claims
16 ultimately Allowed. These Distribution ranges are also based on good faith estimates of the
17 Debtor’s Assets, based on all currently known information.

18 With respect to Class 3b General Unsecured Claims, the Debtor does not believe that the
19 low-end percentage recovery set forth on the Liquidation Analysis (attached hereto as Exhibit B) is
20 likely.⁴ There is a risk, however small, that the ultimate recovery and Distribution to Allowed Class
21 3b Claims will be lower than Allowed Class 3a Claims if, among other things, the prosecution of
22 Causes of Action and/or the resolution of Disputed Claims fail to increase Distributable Cash
23 available for Allowed Class 3b Claims in the projected amounts. Conversely, there is also a risk
24 that the ultimate recovery and Distribution to Allowed Class 3b Claims will be higher than Allowed
25 Class 3a Claims as indicated in the Liquidation Analysis (and the accompanying Notes to the
26 Liquidation Analysis, attached hereto as Exhibit C).

27
28

⁴ Also refer to the Notes to the Liquidation Analysis, attached hereto as Exhibit C.

The Debtor will file an updated Liquidation Analysis with the Court prior to the Voting Deadline, and serve such updated Liquidation Analysis on the Limited Service List. The Debtor will also post the updated Liquidation Analysis prior to the Voting Deadline on the Debtor’s bankruptcy website maintained by Kelley Drye & Warren LLP (“Website”). A link to the Website is as follows: https://kelleydrye.securespsites.com/Contessa_public/default.aspx.

For all of the reasons stated above, no representation can be, or is being, made with respect to whether (a) the estimated amount of Claims in each Class will be the actual Allowed amount of such Claims, or (b) the estimated percentage recoveries shown on the table below will be realized by the Holder of an Allowed Claim or Allowed Interest in any particular Class.

SUMMARY OF CLAIMS AND INTERESTS UNDER THE PLAN

Class	Claim/Interest	Treatment	Estimated Aggregate Amount of Claims ⁵	Estimated Percentage Recovery of Allowed Claims or Interests
n/a	Administrative Claims	Except to the extent that any entity entitled to payment of any Allowed Administrative Claim agrees to a less favorable treatment or unless otherwise ordered by the Court, each Holder of an Allowed Administrative Claim will receive, in full satisfaction, discharge, exchange and release thereof, Cash in an amount equal to such Allowed Administrative Claim on the later of (i) the Effective Date, and (ii) thirty (30) days after such Administrative Claim becomes an Allowed Administrative Claim, or, in either case, as soon thereafter as is practicable.	\$586,570.00 estimated Administrative Claims	100%
n/a	Priority Tax Claims	Except to the extent that a Holder of an Allowed Priority Tax Claim has been paid by the Debtor before the Effective Date, each Holder of an Allowed Priority Tax Claim will receive in full satisfaction, discharge, exchange and release thereof, at the Reorganized Debtor’s option (i) Cash in an amount equal to such Allowed Priority Tax Claim on the later of (x) the Effective Date and (y) thirty (30) days after such Priority Tax Claim becomes an Allowed Priority Tax Claim, or as soon thereafter as is practicable; (ii) Cash in an aggregate amount of such Allowed Priority Tax Claim payable in installment payments over a period of time not to	\$494,737.00 estimated Priority Tax Claims	100%

⁵ See Liquidation Analysis and Notes to the Liquidation Analysis, attached hereto as Exhibits B and C, respectively, for additional explanations.

Kelley Drye & Warren LLP
101 Park Avenue
New York, New York 10178

1		exceed five years after the Petition Date, pursuant to section 1129(a)(9)(C) of the Bankruptcy Code; or		
2		(iii) such other treatment as may be agreed upon by		
3		such holder and the Reorganized Debtor or		
4		otherwise determined upon an order of the Court.		
5	1	Priority Non-Tax Claims	\$138,969.00	100%
6		<i>(Unimpaired – Deemed to Accept)</i>	estimated	
7		Except to the extent that a Holder of an Allowed Priority Non-Tax Claim has been paid by the Debtor before the Effective Date or agrees to a less favorable treatment, each Allowed Priority Non-Tax Claim will be paid, in full satisfaction, discharge, exchange and release thereof, in Cash in full the amount of the Allowed Priority Non-Tax Claim on the later of (i) the Effective Date and (ii) thirty (30) days after such date that the Claim becomes an Allowed Priority Non-Tax Claim, or as soon thereafter as is practicable.	Priority Non-Tax Claims	
8				
9				
10				
11	2a	Secured Claim (Wells Fargo Northwest)	\$1,609,378.52	100% - if Wells Fargo Northwest does <u>not</u> accept lesser treatment by submitting a timely ballot.
12		<i>(Unimpaired and Not Entitled to Vote - if Claimant does not accept lesser treatment)</i>		OR
13		<i>(Impaired and Entitled to Vote - if Claimant accepts lesser treatment)</i>		80.7% - if Wells Fargo Northwest accepts lesser treatment on a timely submitted ballot.
14		Class 2a consists solely of Claim 57 submitted by Wells Fargo Northwest for rejection damages in connection with that certain Aircraft Lease (as defined in Article V.F.2 of this Disclosure Statement) (the “Wells Fargo Aircraft Lease Claim”). The Wells Fargo Aircraft Lease Claim shall be treated in one of the following two ways to be selected by Wells Fargo Northwest:		
15		(i) Wells Fargo Northwest, on account of the Wells Fargo Aircraft Lease Claim, shall be deemed (by the Plan and by Wells Fargo Northwest voting to accept the Plan on its Class 2a Ballot) to have an Allowed Class 2a Claim in the amount of \$1,609,378.52, and shall receive in full satisfaction, settlement, release and discharge of such Allowed Class 2a Claim (I) a single Cash payment in the amount of \$1,300,000 on the Effective Date (or as soon thereafter as is practicable), (II) plus a full and complete release and exculpation under the Plan by inclusion of Wells Fargo and Wells Fargo Northwest as a Debtor Released Party, Exculpation Party, and Released Party; <u>or</u>		
16		(ii) Wells Fargo Northwest, on account of any Wells Fargo Aircraft Lease Claim that ultimately becomes an Allowed Class 2a Claim, shall receive in full satisfaction, settlement and discharge of the Allowed Class 2a Claim (if any) a Cash payment equal to the Allowed Class 2a Claim amount within thirty (30) days after such Class 2a Claim becomes an Allowed Class 2a Claim (or soon thereafter as is practicable). For avoidance of doubt, Wells Fargo Northwest’s security interest, lien and Claim in connection with the Aircraft		
17				
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				

Kalley Dye & Warren LLP
101 Park Avenue
New York, New York 10178

Kalley Dye & Warren LLP
101 Park Avenue
New York, New York 10178

		<p>Lease shall remain subject to Avoidance Action litigation and the Disputed Claims Process. If any portion of the Wells Fargo Aircraft Lease Claim becomes an Allowed Claim or Interest as a result of Wells Fargo Northwest's security interest and/or liens being avoided or the Disputed Claim Process, it will be treated in Class 3, 4 or 5, depending on the outcome of such litigation.</p>		
<p>2b</p>	<p>Other Secured Claims <i>(Unimpaired – Deemed to Accept)</i></p>	<p>As soon as practicable after the Effective Date, each entity holding an Allowed Class 2b Claim will receive, at the election of the Reorganized Debtor, one of the following treatments in full satisfaction, discharge, exchange and release of its Allowed Class 2b Claim:</p> <p>(a) the Holder of the Class 2b Claim will receive the Collateral in which that Person has a security interest; or</p> <p>(b) the Holder of the Class 2b Claim will receive any proceeds actually received by the Debtor from the sale or disposition of the Collateral in which that Person has a security interest; or</p> <p>(c) the Holder of the Class 2b Claim will receive Cash in the amount of that Person's Allowed Class 2b Claim; or</p> <p>(d) the Holder of the Class 2b Claim will receive such other Distributions or treatment as are necessary to leave the rights of said Person Unimpaired or as are necessary to otherwise satisfy the requirements of chapter 11 of the Bankruptcy Code; or</p> <p>(e) such other treatment as may be agreed upon by the Holder of the Class 2b Claim and the Debtor.</p>	<p>\$550,909.61 estimated Class 2b Secured Claims</p>	<p>100%</p>
<p>3</p>	<p>General Unsecured Claims <i>(Impaired – Entitled to Vote)</i></p>	<p>General Unsecured Claims in Class 3 shall be treated in one of the following two ways (and the Class 3 Ballots shall reflect such choice):</p> <p>(i) <u>Allowed Class 3a Claim</u>. Each Holder of a General Unsecured Claim in Class 3 that affirmatively elects to be treated as a Class 3a Claim and votes to accept the Plan shall be deemed to have an Allowed Claim in the amount set forth on the Class 3 Ballot sent to such Holder, which shall be, with respect to such Claim, the lesser of (a) the Proof of Claim amount, (b) the amount set forth in the Schedules, and (c) the amount indicated in the Debtor's books and records, and shall receive in full satisfaction, settlement, release and discharge of all General Unsecured Claims against the Debtor, on account of such Allowed Class 3a Claim, (I) a single Cash payment equal to at least 75% (or such greater amount if and as agreed to by each the Debtor and the Committee or as directed by Court Order) of such Allowed Class 3a Claim on the Effective Date</p>	<p>\$8,406,664.00</p>	<p>Allowed Class 3a Claims: 75%</p> <p>Allowed Class 3b Claims: 54.6% to 100%</p> <p>See Liquidation Analysis and Notes to the Liquidation Analysis attached hereto as Exhibits B and C, respectively.</p>

(which the Debtor anticipates occurring in December 2011) in full and complete satisfaction of such Allowed Class 3a Claim, and (II) a full and complete waiver and release by the Debtor of all Causes of Action as may exist against such Holder; or

(ii) Allowed Class 3b Claims. All other Holders of General Unsecured Claims in Class 3, including each Holder of a Class 3 Claim that (a) does not vote for or against the Plan, (b) is deemed to have rejected the Plan, or (c) has rejected the Plan or has not made the election to be treated as a Class 3a Claim, shall be deemed to be a Class 3b Claim. Holders of Class 3b Claims shall remain subject to the Disputed Claim Process, and any Causes of Action as may exist against such Holder.⁶

Each Holder of a General Unsecured Claim in Class 3 that is deemed to be a Class 3b Claim and that ultimately becomes an Allowed Claim shall receive, in full satisfaction, settlement, release and discharge of such Allowed Claim, Cash payments in an amount equal to such Holder's *Pro Rata* share of Distributable Cash, with an initial payment (estimated to be 35% of such Holder's Allowed Class 3b Claim) on the later of (x) fourteen (14) days after the Effective Date and (y) thirty (30) days after such Class 3 Claim becomes an Allowed Class 3b Claim (or as soon thereafter as is practicable), followed by additional *Pro Rata* payments of Distributable Cash on a quarterly basis no later than ten (10) Business Days after the end of each calendar quarter, commencing with the first full calendar quarter in 2012 (unless the Disbursing Agent reasonably believes, following consultation with the Post-Effective Date Committee, that there is insufficient Distributable Cash to justify such quarterly payment), and continuing thereafter until either all Allowed Class 3b Claims are paid in full or no additional Distributable Cash is available to pay Allowed Class 3b Claims.

Holders of Class 3 Claims who affirmatively vote to reject the Plan will not be eligible to receive a Class 3a Claim and its accompanying treatment after the Voting Deadline unless the Court Orders otherwise.

A schedule of Class 3 Claims currently eligible to

Kalley Dye & Warren LLP
101 Park Avenue
New York, New York 10178

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

⁶ On or before a Claim is Allowed pursuant to an Order of the Court or otherwise, any Holder of a Class 3 Claim who fails to elect the treatment provided for Allowed Class 3a Claims by the Voting Deadline, may – in the sole discretion of the Debtor (or the Reorganized Debtor, as applicable) in consultation with the Committee (or the Post-Effective Date Committee, as applicable) – enter into a settlement agreement providing for such Allowed Class 3a Claim treatment.

Kelley Drye & Warren LLP
101 Park Avenue
New York, New York 10178

1		receive a Class 3a Claim is attached to this Disclosure Statement as <u>Exhibit D</u> (the “ <u>Current Class 3a Claim Schedule</u> ”). ⁷			
2					
3		Each of the Allowed Class 3a Claim settlement amount (currently 75%), and the Allowed Class 3b Claim initial payment of Distributable Cash (currently estimated to be 35%) may be increased if and as agreed to by each the Debtor and the Committee based on available Distributable Cash after appropriate Reserves, and outstanding, actual, projected, and/or potential Claims set forth in the then current Liquidation Analysis, which amount of the potential Allowed Class 3a Claim settlement increase (if any) and the actual amount of the Allowed Class 3b Claim initial payment of Distributable Cash shall be agreed to by the Committee and the Debtor no later than, or determined by the Court at, the Confirmation Hearing.			
4					
5					
6					
7					
8					
9					
10					
11					
12		The Debtor will file with the Court (and serve solely on the Limited Service List) and post on the Website ⁸ notice of any agreed-upon or Court Ordered (i) increase in the Allowed Class 3a Claim settlement amount, and (ii) determination of the actual initial payment of Distributable Cash to Allowed Class 3b Claims.			
13					
14					
15					
16		Allowed Class 3a Claims and Allowed Class 3b Claims shall not include Postpetition Interest nor include any Penalty on such Claims.			
17	4	Subordinated Allowed General Unsecured Claims (<i>Impaired – Entitled to Vote</i>)	Except to the extent that the Holder of an Allowed Class 4 Claim agrees to a different treatment, each Holder of an Allowed Class 4 Claim will receive an amount equal to such Holder’s <i>Pro Rata</i> Share of Distributable Cash, if any, following payment in full of all Allowed Class 3a and 3b Claims as described above.	\$12,225,000.00	See Liquidation Analysis, Exhibit B hereto
18					
19					
20					
21			Allowed Class 4 Claims will not include Postpetition Interest nor include any Penalty on such Claim.		
22					
23	5	All Interests (<i>Impaired – Deemed to Reject</i>)	On the Effective Date of the Plan, the Interests will be cancelled and because the value of the Debtor’s Assets is believed to be less than the total value of its debts and liabilities, it is not anticipated that the Holders of Allowed Interests will receive any Distributions on account of such Interests. As a	- 0 -	None.
24					
25					
26					

⁷ The Debtor or the Reorganized Debtor (as applicable) expressly reserves the right to amend and/or modify Class 3a Claim Schedule at any time as the Disputed Claims Process progresses.

⁸ https://kelleydrye.securespsites.com/Contessa_public/default.aspx.

		result, Class 5 is Impaired and deemed to reject the Plan.		
--	--	--	--	--

C. Plan is Non-Binding Until Confirmed

The Court has not yet confirmed the Plan described in this Disclosure Statement. In other words, the terms of the Plan are not yet binding on anyone. However, if the Court ultimately confirms the Plan, then the Plan will be binding on the Debtor and on all Creditors and Interest Holders.

D. Time and Place of the Confirmation Hearing

The hearing where the Court will determine whether or not to confirm the Plan will take place on December 15, 2011, at 2:30 P.M., in Courtroom 1539, 255 East Temple Street, Los Angeles, California.

E. Deadline For Voting For or Against the Plan

If you are entitled to vote, it is in your best interest to timely vote on the enclosed ballot and return the ballot in the enclosed envelope to counsel for the Debtor, Kelley Drye and Warren LLP, Attn: Catherine Thompson, Esq., 101 Park Avenue, New York, NY 10178; Telephone: (212) 808-7800; E-mail: cthompson@kelleydrye.com (in such capacity, the "Voting Agent"). Your ballot must be received by 5:00 p.m. (Pacific Time) on December 9, 2011 or it will not be counted.

The record date for purposes of voting on the Plan shall be October 11, 2011 (the "Voting Record Date").

F. Deadline For Objecting to the Confirmation of the Plan

Any objection to Confirmation of the Plan must be in writing and filed with the Court and served in a manner so as to be received on or before by 5:00 p.m. (Pacific Time) on December 9, 2011 by:

Kelley Drye & Warren LLP
101 Park Avenue
New York, New York 10178

1 Counsel for the Debtor:

2 Craig A. Wolfe, Esq.
3 Jason R. Alderson, Esq.
4 Kelley Drye & Warren LLP
5 101 Park Avenue
6 New York, NY 10178-0002
7 Telephone: (212) 808-7800
8 Facsimile: (212) 808-7897

9 Counsel for the Creditors' Committee:

10 Mette H. Kurth, Esq.
11 Katie Lane, Esq.
12 Arent Fox LLP
13 Gas Company Tower
14 555 West Fifth St., 48th Floor
15 Los Angeles, CA 90013
16 Telephone: (213) 443-7547
17 Facsimile: (213) 629-7401

18 United States Trustee

19 Russell Clementson
20 Office of the United States Trustee
21 725 S. Figueroa St., Suite 2600
22 Los Angeles, CA 90017
23 Telephone: (213) 894-6811
24 Facsimile: (213) 894-2603

25 **G. Identity of Person to Contact for More Information Regarding the**
26 **Disclosure Statement or Plan**

27 Any interested party desiring further information about this Disclosure Statement or the Plan
28 should contact counsel for the Debtor, Kelley Drye and Warren, LLP, Attn: Jason R. Alderson, Esq.,
101 Park Avenue, New York, NY 10178; telephone (212) 808-7800. Parties may also obtain
Chapter 11 Case information, as well as download relevant documents free of charge, by accessing
the Website at https://kelleydrye.securespsites.com/Contessa_public/default.aspx.

Any interested party desiring to contact Committee counsel for information concerning this
Disclosure Statement or the Plan should contact Mette H. Kurth, Esq., Arent Fox LLP, Gas
Company Tower, 555 West Fifth St., 48th Floor, Los Angeles, CA 90013; telephone (213) 443-
7547.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

IV.

DEBTOR AND OFFICIAL COMMITTEE OF UNSECURED CREDITORS RECOMMENDATION TO ACCEPT THE PLAN

The Debtor and the Official Committee of Unsecured Creditors strongly recommend that you vote to ACCEPT the Plan. Non-acceptance of the Plan may result in protracted delays, a chapter 7 liquidation, or confirmation of an alternative chapter 11 plan. These alternatives may not provide for Distribution of as much value to Holders of Allowed Claims as does the Plan. Both the Debtor and the Official Committee of Unsecured Creditors believe that Holders of General Unsecured Claims will receive a greater Distribution under the Plan than they would in a chapter 7 liquidation, as more fully discussed below.

V.

HISTORICAL BACKGROUND AND THE BANKRUPTCY SALE

A. Debtor's Business

In 1984, John Z. Blazeovich, the Debtor's President, Chief Executive Officer and largest shareholder, started the Debtor's business as a small shrimp importer in San Pedro, California. The Debtor thereafter grew into a premium provider of farm raised shrimp, convenience meals, stir-fry vegetables, and other frozen food products that are marketed and/or sold primarily in the United States and to a lesser extent in Canada, Europe, Asia, and Mexico.

Prior to the sale of its assets (as discussed in Article V.E below), the Debtor's businesses consisted of the Debtor's intellectual, real and personal property and leasehold interests in a large, state of the art, environmentally friendly food processing plant located in the City of Commerce, California (the "Green Cuisine Plant"), and certain non-plant businesses. The Debtor's non-plant businesses were divided into two internal groups: (i) a premium seafood business, including all related intellectual property assets, involving the sourcing and distribution of frozen shrimp products procured from Southeast Asia, and (ii) a convenience meals business, including all related intellectual property assets, involving the development and production of restaurant quality frozen meals, fruits and vegetable blends, the raw ingredients of which are procured from sources in Asia, Central America, Mexico and the United States. The Debtor's products were found in the frozen

Kalley Dye & Warren LLP
101 Park Avenue
New York, New York 10178

1 food and frozen seafood sections of major retail supermarkets, U.S. armed forces commissaries,
2 national hotel chains and fine dining establishments.

3 The Debtor no longer conducts business operations.

4 **B. The Current Management Team and Compensation**

5 The Debtor's current senior management team consists solely of Mr. Blazeovich as President,
6 Chief Executive Officer, and Chairman of the Board of Directors. Mr. Blazeovich will continue in
7 these roles for the Reorganized Debtor given Mr. Blazeovich's extensive knowledge of the Debtor's
8 past business practices and books and records. Mr. Blazeovich will also continue to serve the Debtor
9 (and assist the Chief Liquidation Officer) in critical capacities that include, but are not limited to, the
10 Disputed Claims Process and the prosecution of Causes of Action. The Debtor believes that without
11 Mr. Blazeovich's necessary involvement in this Chapter 11 Case, the Claims pool will not be reduced
12 as significantly by the ongoing Disputed Claims Process, nor will the Causes of Action generate as
13 much Distributable Cash.

14 Mr. Blazeovich shall be paid for such services and those already rendered on behalf of the
15 Debtor since July 15, 2011 at \$450 per hour not to exceed \$50,000 per calendar month (prorated for
16 partial months), plus reasonable out-of-pocket expenses ("Compensation"). Mr. Blazeovich's
17 Compensation shall not be increased without the consent of the Committee or the Post-Effective
18 Date Committee (as applicable) and the Debtor or the Chief Liquidation Officer on behalf of the
19 Debtor (as applicable), or as directed by Court Order. The Committee and the Post-Effective Date
20 Committee shall have not less than 10 calendar days to review and object to Mr. Blazeovich's
21 requested compensation pursuant to his monthly invoices. If either such committee objects, the
22 Debtor or Chief Liquidation Officer on behalf of the Reorganized Debtor (as applicable) shall pay
23 the undisputed portion immediately and a hearing shall be scheduled within 30 days to determine the
24 merits of the disputed portion.

25 **C. Corporate Structure**

26 The Debtor is a privately held California corporation with four shareholders: John Z.
27 Blazeovich, Donald Kanner, Louis S. Wang, and Donald Steier. The Debtor has no subsidiaries. The
28

1 chart below shows the percentages of equity each shareholder holds and describes the additional
 2 relationships each shareholder has with the Debtor, if any.

3 Shareholder	4 Shares Held	5 Percentage of Total Equity	6 Relationships With Debtor
7 John Z. Blazeovich	8 783,000	9 43.5%	10 *President and CEO of the Debtor 11 *Chairman of the Board of Directors 12 * Holds an interest in Yeenin Frozen Foods Co., Ltd., a former shrimp vendor to the Debtor and a Creditor in the Chapter 11 Case.
13 Donald Kanner	14 567,000	15 31.5%	16 * Owner of City Sea Foods Inc., a former customer of the Debtor with a significant past due payable owing to the Debtor. 17 * Subject to litigation as described in Article VII of this Disclosure Statement. 18 * Not an employee and not on the Debtor's payroll.
19 Louis S. Wang	20 360,000	21 20.0%	22 *Former Chief Financial Officer 23 *Member of the Board of Directors 24 *Holds an interest in Yeenin Frozen Foods Co., Ltd., a former shrimp vendor to the Debtor and a Creditor in the Chapter 11 Case. 25 * Subject to litigation as described in Article VII of this Disclosure Statement
26 Donald Steier	27 90,000	28 5.0%	* None
Total Shares	1,800,000	100.00%	

19 **D. Events Leading to Chapter 11**

20 After two profitable decades in business, the Debtor began an expansion program in 2005 by
 21 investing in the Green Cuisine Plant that became the world's first environmentally-friendly frozen
 22 food processing operation that reduced daily energy use and carbon dioxide emissions by sixty-five
 23 percent compared to 1990 Kyoto protocol baseline standards. The land, building and certain
 24 equipment were leased from third parties with certain other equipment being financed under a
 25 secured industrial development bond financing arrangement. Not long after the new plant started
 26 production in January 2008, the so-called Great Recession occurred, significantly reducing the sale
 27 of the Debtor's premium quality products as consumers turned to less expensive alternatives. Rather
 28 than increasing its sales through the increased capacity of the new plant, sales actually declined

Kalley Dye & Warren LLP
 101 Park Avenue
 New York, New York 10178

1 because of the contracting economy. Unable to increase its sales sufficiently to support the
2 additional debt service associated with the new plant, the Debtor commenced this chapter 11
3 proceeding.

4 **E. The Bankruptcy Sale Process**

5 In March and April 2011, the Debtor, in consultation with key constituents in this case that
6 include the Committee, Wells Fargo, GE Capital Public Finance (“GECPF”), General Electric
7 Capital Corporation (“GECC”) and Dedeaux Properties, LLC (collectively, the “Key Creditor
8 Group”), determined that the best recovery for its creditors would be obtained by selling its
9 businesses as a going concern. On April 26, 2011, the Debtor filed a Motion for Order (A)
10 Approving Sale Procedures, Including Break-Up Fee, in Connection with the Proposed Sale at
11 Auction of the Contessa Enterprise, (B) Approving Procedures for the Assumption and Assignment
12 of Real and Personal Property Leases and Executory Contracts in Connection Therewith, (C)
13 Approving Sale of All or Certain Contessa Enterprise Assets to the Highest and Best Bidder at
14 Auction, and (D) Granting Related Relief [Dkt. No. 208] (the “Sale Procedures Motion”).

15 On May 9, 2011, the Court entered an order granting the Sale Procedures Motion [Dkt. No.
16 233] (“Sale Procedures Order”), and set June 13, 2011 for the date of the auction, and June 15, 2011
17 for the sale approval hearing. The Court later entered a stipulated order extending the auction date to
18 June 28, 2011, and sale approval hearing to June 29, 2011 [Dkt. No. 320].

19 On June 28, 2011, the Debtor and the Evaluation Committee (as defined in the Sale
20 Procedures Order) conducted an auction and selected Contessa Premium Foods, Inc., a Delaware
21 corporation and a newly-formed affiliated portfolio company of Sun Capital Partners (the
22 “Purchaser”), as the winning bidder with a bid valued at approximately \$51 million, including cash
23 and assumption of debt. On June 29, 2011, the Court conducted a hearing and approved the sale of
24 substantially all of the Debtor’s assets to Purchaser (the “Sale”), and entered an order approving the
25 sale on July 1, 2011 [Dkt. No. 344] (“Sale Order”). On June 30, 2011, the Debtor filed as Exhibit A
26 to the Sale Order a fully executed asset purchase agreement with Purchaser [Dkt. No. 339] (the
27 “APA”). The transactions contemplated under the APA closed on July 15, 2011.
28

1 **F. Current Debt Structure**

2 **1. Satisfaction of the Prepetition ABL Facility**

3 Wells Fargo was the Debtor's primary prepetition secured lender. On or about June 1, 2009,
4 the Debtor entered into a Credit Agreement dated as of June 1, 2009 (as amended, the "Credit
5 Agreement") between the Debtor as borrower, and Wells Fargo as lender. Pursuant to the Credit
6 Agreement, Wells Fargo extended to the Debtor a working capital revolving credit facility (the
7 "ABL Facility").

8 Borrowings under the ABL Facility were secured by a lien on the Debtor's accounts
9 receivable, other rights to payment and general intangibles, inventory and equipment. The ABL
10 Facility was also subject to guarantees by Mr. Blazeovich and the John Z. Blazeovich Family Trust and
11 by Louis S. Wang, the Debtor's Chief Financial Officer, and the Wang Living Trust.

12 The ABL Facility originally extended to the Debtor a one-year revolving credit facility of up
13 to \$25,000,000. As of the Petition Date, just over \$17 million was outstanding under the ABL
14 Facility. The Debtor satisfied all amounts due and owing under the ABL Facility shortly after the
15 Sale closed on July 15, 2011.

16 **2. Rejection of the Aircraft Lease**

17 On or about March 21, 2005, the Debtor and Wells Fargo Northwest entered into an Aircraft
18 Lease Agreement (the "Aircraft Lease"), pursuant to which the Debtor leased an aircraft from Wells
19 Fargo Northwest.

20 On or about October 19, 2010, the Debtor granted to Wells Fargo Northwest a security
21 interest in various assets (the "WFN Lien"), including equipment, inventory and rights to payment,
22 to secure the Debtor's obligations to Wells Fargo Northwest under the Aircraft Lease.

23 On the Petition Date, the Debtor filed a motion to reject the Aircraft Lease *nunc pro tunc* to
24 the Petition Date pursuant to 11 U.S.C. § 365(a). On February 11, 2011, the Court entered an Order
25 granting the Debtor's motion to reject the Aircraft Lease [Dkt. No. 79]. Wells Fargo Northwest, in
26 turn, filed a Proof of Claim for Aircraft Lease rejection damages, as secured by the WFN Lien.
27
28

1 **3. Satisfaction and/or Resolution of the Green Cuisine Plant Obligations**

2 The Debtor entered into four general transactions in connection with the Debtor's acquisition
3 of the Green Cuisine Plant. The first transaction was the IDB Loan (defined below), which was a
4 financing transaction secured by Debtor-owned equipment at the plant. The second was the real
5 property lease for the plant facility itself. The third transaction was documented under an agreement
6 styled as a personal property lease of HVAC, refrigeration, racking and other material handling
7 equipment owned by the lessor. The fourth transaction was also documented under an agreement
8 styled as a personal property lease with the same lessor for an electrical generation solar roofing
9 system that was a key element of the Debtor's environmentally friendly "green" plant concept.

10 **a. Industrial Revenue Bonds**

11 IDB Loan. On or about June 1, 2007, the California Municipal Finance Authority (the
12 "Authority") issued and assigned a tax-exempt industrial revenue bond in the amount of \$10 million
13 (the "IDB Bond") to GECPF. The proceeds of the IDB Bond were loaned to the Debtor (the "IDB
14 Loan") pursuant to a Loan Agreement dated as of June 1, 2007 (the "IDB Loan Agreement") among
15 the Authority, as issuer, GECPF, as lender, and the Debtor, as borrower.

16 Pursuant to the IDB Loan Agreement, the Debtor used the IDB Loan to purchase and install
17 equipment at the Green Cuisine Plant, and the Debtor was obligated to repay the IDB Loan directly
18 to GECPF.

19 The IDB Loan was secured by all equipment and fixtures, but not inventory, located at or on
20 the Green Cuisine Plant. As of the Petition Date, the outstanding amount owed to GECPF under the
21 IDB Loan was approximately \$7,548,000. The Debtor satisfied all amounts due in connection with
22 the IDB Loan shortly after the Sale closed on July 15, 2011.

23 **b. Dedeaux Real Property Lease**

24 The land and buildings on which the Green Cuisine Plant sits are leased to the Debtor
25 pursuant to a twenty-year (15 years with a 5-year renewal option) triple net lease with Dedeaux
26 Enterprises, LLC ("Dedeaux"). The monthly rent was approximately \$126,000. The Dedeaux real
27 property lease for the Green Cuisine Plant was assumed by the Purchaser in the Sale that closed on
28 July 15, 2011, and any outstanding obligations under such lease were satisfied by the Purchaser.

1 business conduct for which approval of the Court is required. The first day hearing was held on
2 January 31, 2011.

3 The first day orders entered by the Court consist of the following:

- 4 • Order Establishing Notice Procedures and Permitting Debtor and Debtor in
5 Possession to Serve Insured Depository Institutions by First-Class Mail (Dkt. No. 32);
- 6 • Order Authorizing Debtor to Honor Certain Prepetition Obligations to Customers and
7 to Otherwise Continue Customer Programs and Practices (Dkt. No. 29);
- 8 • Order Authorizing (1) Maintenance of Existing Bank Accounts, (2) Continued Use of
9 Cash Management System, and (3) Related Relief (Dkt. No. 34);
- 10 • Order Authorizing Debtor to Pay Prepetition Claims of Lien Claimants (Dkt. No. 31);
- 11 • Order (I) Authorizing, but Not Requiring, Debtor to (A) Pay Prepetition Wages,
12 Salaries, Benefit, Other Compensation and Reimbursable Expenses, (B) Remit
13 Withholding Obligations, and (C) Maintain Employee Compensation and Benefits
14 Programs and Pay Related Administrative Obligations; and (II) Authorizing and
Directing Applicable Banks and Other Financial Institutions to Receive, Process and
Honor Transactions Relating to the Foregoing (Dkt. No. 30);
- 15 • Order Determining Adequate Assurance of Payment for Postpetition Utility Services
16 (Dkt. No. 33);
- 17 • Order Granting Stipulated Interim Order for (A) Motion To Use Cash Collateral,
18 (B) Granting Adequate Protection to Wells Fargo Bank, National Association,
19 (C) Scheduling Final Hearing, and (D) Granting Other related relief (Docket No. 35);
and
- 20 • Order Extending Time to File Schedules and Related Materials (Dkt. No. 28).

21 **B. The Rejection of All Executory Contracts and Leases Not Assigned to Purchaser**

22 The Debtor assumed and assigned certain of the Debtor's contracts and leases to Purchaser in
23 connection to the Sale. Shortly thereafter, the Debtor moved to reject all executory contracts and
24 leases not assumed and assigned. On August 30, 2011, the Court entered an Order Authorizing the
25 Rejection of Executory Contracts and Unexpired Leases Not Assumed and Assigned to Purchaser in
26 Connection with the Sale of Substantially all of the Debtor's Assets [Dkt. No. 469] ("Rejection
27 Order"). On September 1, 2011, the Debtor served notice of entry of the Rejection Order on all
28 known creditors [Dkt. No. 471]. As set forth in the Rejection Order, counterparties to rejected

1 executory contracts and unexpired leases had thirty (30) days from notice of entry of the Rejection
2 Order to file claims against the Debtor for alleged contract or lease rejection damages.

3 All Claims arising from the rejection of executory contracts or unexpired leases will be
4 treated as General Unsecured Claims in Class 3, subject to the Debtor's right to seek the
5 subordination of any such Claims pursuant to section 510(c) of the Bankruptcy Code, in which case
6 such Allowed Claims will be treated as Subordinated Allowed General Unsecured Claims in Class 4.
7 The deadline to file a Proof of Claim in connection with the Rejection Order has expired, and the
8 Debtor is not aware of any timely filed or late filed rejection damage claims.

9 **C. Settlement With John Z. Blazeovich in Connection with the Debtor's Bankruptcy Sale**

10 "Purchased Assets," as defined under the APA, included all intellectual property rights
11 owned and/or licensed by the Debtor or in which the Debtor otherwise asserted a legal or equitable
12 interest. Critically, Mr. Blazeovich claimed that he was the developer, designer and/or inventor of the
13 Debtor's intellectual property and still retained legal or equitable title to certain of the Debtor's
14 intellectual property not otherwise scheduled and updated by the Debtor during the pendency of the
15 sale process (the "Debtor IP Exhibit").⁹ In order to close on the Sale, the Debtor and the
16 Committee, in consultation with the other members of the Key Creditor Group, negotiated a
17 settlement agreement with Mr. Blazeovich that finally resolved the competing claims to the Debtor's
18 intellectual property in exchange for providing Mr. Blazeovich an allowed, unsecured non-priority
19 claim that is subordinated to all general unsecured non-priority claims against the Debtor and a
20 general release of all Claims through and including the date of settlement. On July 15, 2011, the
21 Court entered an order approving the settlement agreement with Mr. Blazeovich [Dkt. No. 378].

22 **D. The Trade Vendor Program**

23 A portion of the Sale consideration received by the Debtor under the APA executed with the
24 Purchaser is in the form of a trade credit program for certain of the Debtor's trade creditors who
25 provide the Purchaser with new trade credit (the "Trade Credit Program"). The Trade Credit
26 Program is set forth under the definition of "Assumed Liabilities" in section 1.2 of the APA. In

27 ⁹ On May 3, 2011, the Debtor first filed the Debtor IP Exhibit in connection with the Debtor's sale procedures
28 motion [Dkt. No. 220]. The Debtor filed a revised Debtor IP Exhibit on May 5, 2011 [Dkt. No. 227] in
connection with the sale procedures order, and again June 21, 2011 [Dkt. No. 307].

1 summary form, the Purchaser under the Trade Credit Program will assume certain pre- and post-
2 petition trade debt incurred by trade vendors in the ordinary course of business with the Debtor in
3 the form a trade credit payable to each of such trade vendors equal to twelve percent (12%) of the
4 average monthly trade receivables owed to each such trade vendor from the Purchaser calculated for
5 a twelve (12) month period ending on each one-year anniversary of the July 15, 2011 closing date of
6 the Sale (subject to certain other limitations). The trade credit is payable to each such trade vendor
7 within forty-five (45) days of each one-year anniversary of the July 15, 2011 closing date until the
8 earlier of (i) the Purchaser paying an aggregate of \$1,000,000 of such trade credits, or (ii) the date
9 that is forty-five (45) days after the third (3rd) anniversary of the July 15, 2011 closing. In
10 September 2011, the Committee sent a letter to the Debtor's trade vendors with Purchaser contact
11 information for those interested in participating in the Trade Credit Program.

12 Any Holder of an Allowed Class 3 Claim that participates in the Trade Credit Program shall
13 not have such Claim reduced by any trade credit received under the Trade Credit Program, although
14 the Debtor believes that the Trade Credit Program was part of the Sale consideration received by the
15 Estate. Reducing such Claims would penalize the participants in the Trade Credit Program by
16 delaying a portion of their Distributions until the end of the Trade Credit Program's three-year
17 duration, and would require the Debtor to keep the Chapter 11 Case open for such time. By not
18 accounting for credits received by the Trade Credit Program participants, non-participants will not
19 receive any benefit from the up to \$1,000,000 earmarked by the Purchaser for the program.

20 **E. The Debtor's Professionals**

21 In connection with the Chapter 11 Case, the Debtor filed retention applications for certain
22 professionals to represent and assist them in the administration of the Chapter 11 Case. The
23 following retention orders were entered in the Chapter 11 Case with respect to the Debtor's
24 professionals: (i) Kelley Drye & Warren LLP, as counsel to the Debtor [Dkt. No. 125]; (ii)
25 Pachulski Stang Ziehl & Jones LLP, as local counsel to the Debtor [Dkt. No. 152]; (iii) Scouler &
26 Company, LLC, as financial advisor to the Debtor [Dkt. No. 92]; (iv) Imperial Capital, LLC, as
27 investment banker to the Debtor in connection with the sale of substantially all of the Debtor's assets
28 [Dkt. No. 222]; (v) Holthouse, Carlin & Van Trigt LLP, as auditors and accountants to the Debtor

1 [Dkt. No. 217]; (vi) DLA Piper LLP, as special intellectual property counsel to the Debtor [Dkt. No.
2 245]; and (vii) Ernst & Young LLP, as accounting advisors in connection with the sale of
3 substantially all of the Debtor's assets [Dkt. No. 418].

4 **F. The Committee**

5 On February 8, 2011, the Office of the United States Trustee appointed the Committee
6 pursuant to section 1102 of the Bankruptcy Code [Dkt. No. 65]. The Committee is currently
7 comprised of B and D Foods, BrucePac, Pacific Southwest Container, and Sage V Foods, Inc.

8 In connection with the Chapter 11 Case, the Committee filed retention applications for
9 certain professionals to represent and assist them in the administration of the Chapter 11 Case. The
10 following retention orders were entered in the Chapter 11 Case with respect to the Committee's
11 professionals: (i) Arent Fox LLP as counsel to the Committee [Dkt. No. 203]; and (ii) FTI
12 Consulting, Inc., as financial advisor to the Committee [Dkt. No. 160].

13 **G. Claims Administration**

14 **1. Filing of Schedules**

15 On March 8 and 9, 2011, the Debtor timely filed its schedules and statement of financial
16 affairs with the Court [Dkt. Nos. 120 and 121]. On March 24, 2011, the Debtor filed and served an
17 amended Schedule F (Scheduled General Unsecured Claims) (Dkt. No. 558) ("Notice of Amended
18 Schedule F"), and amended Schedule E (Scheduled Unsecured Priority Claims) (Dkt. No. 556)
19 ("Notice of Amended Schedule E"). As set forth in the Notice of Amended Schedule F and Notice
20 of Amended Schedule E, Creditors affected and/or impacted by the amendments are encouraged to
21 carefully review to determine if their Claims are accurately listed therein. Any Creditor who
22 disputes the amended amount or classification and who wishes to file a Proof of Claim against the
23 Estate must do so on or before November 28, 2011. Creditors may also review the amendments by
24 visiting the Debtor's Website at https://kelleydrye.securespsites.com/Contessa_public/default.aspx.

25 **2. Meeting of Creditors**

26 On March 10, 2011 at 11:00 a.m. (Pacific Time), the Office of the United States Trustee
27 conducted a meeting of the Debtor's creditors in accordance with section 341(a) of the Bankruptcy
28 Code [Dkt. No. 27].

1 **3. Bar Date for Prepetition Claims**

2 On February 23, 2011, the Court entered the Order setting March 25, 2011 as the general bar
3 date for filing proofs of claim against the Debtor [Dkt. No. 104]. In addition, the Claims Bar Date
4 provides that, any creditor that is required to file, but fails to file a Proof of Claim for its Claim on or
5 before the Claims Bar Date, shall be forever barred from asserting such Claim against the Debtor's
6 Estate.

7 **H. Plan Exclusivity and Solicitation Period**

8 The Bankruptcy Code provides for a 120-day period within which only the Debtor may file a
9 plan in the Chapter 11 Case (the "Plan Proposal Period") and a 180-day period within which only the
10 Debtor may solicit and obtain acceptances for a plan (the "Plan Solicitation Period"). The Court has
11 entered two separate Orders extending these periods [Dkt. No. 263 and 404]. Under the current
12 Order, the Plan Proposal Period extends through October 26, 2011, and the Plan Solicitation Period
13 extends through December 26, 2011.

14 **I. The Debtor's Pending Motion for an Order Determining the Disposition and**
15 **Turnover of Escrowed Bankruptcy Sale Proceeds**

16 On September 26, 2011, the Debtor filed a motion to resolve the disposition of \$1,500,000 in
17 Sale proceeds escrowed by the Debtor pursuant to an agreement with the United States Department
18 of Agriculture ("USDA") in order to close the Sale on July 15, 2011 [Dkt. No. 498] ("Turnover
19 Motion"). On October 24, 2011, the USDA filed an objection to the Turnover Motion (Dkt. No.
20 554) ("USDA Objection"), contending that the Debtor must immediately satisfy all debt (at a 100%
21 distribution) arising from the sale of "Perishable Agricultural Commodities" within the meaning of 7
22 U.S.C. § 499a and 7 C.F.R. 46.2 as a result of issuing the Purchaser a PACA (as defined in the
23 Turnover Motion) license under the Debtor's previous corporate name ("Produce Debt"). The
24 Debtor believes that it has already satisfied or settled the vast majority of the alleged Produce Debt
25 as PACA trust claims, and that any remaining Produce Debt (if Allowed) is only entitled under the
26 Bankruptcy Code to receive the same priority and treatment as General Unsecured Claims under the
27 Plan.
28

1 The Turnover Motion remains pending before the Court. If the USDA prevails on the
2 Turnover Motion, the Produce Debt will be paid in full. Yet the amount of the outstanding Produce
3 Debt is small. The USDA calculates the alleged amount of remaining Produce Debt to be no more
4 than \$132,869.24 out of the \$1,500,000 escrowed Sale proceeds (the Debtor's calculation is even
5 lower). The actual amount in controversy, however, is much lower than either number given the
6 recoveries that Holders of General Unsecured Claims are estimated to receive under the Debtor's
7 Liquidation Analysis. Under the Debtor's low and mid range estimates, Holders of Allowed of
8 General Unsecured Claims will receive a distribution of 51.4% and 84.8%, respectively. Thus, the
9 amount of disputed Produce Debt over and above the Debtor's estimated low range recovery for an
10 Allowed General Unsecured Claim is \$64,574.45 (\$132,869.24-\$68,294.79 (based on an Allowed
11 Claim at 51.4%)). At the Debtor's mid range estimate, the disputed portion of Produce Debt falls
12 even further to \$20,196.13 (\$132,869.24-\$112,673.11 (based on an Allowed Claim at 84.8%)).
13 Accordingly, the Debtor believes that resolution of the Turnover Motion will have a *de minimis*
14 impact on anticipated recoveries under the Plan.

15 VII.

16 LITIGATION AND CAUSES OF ACTION

17 A. Litigation Commenced Prepetition

18 As of the Petition Date, the Debtor was involved in certain litigation as set forth on the
19 Schedules. The Debtor does not believe that any such litigation will have a material impact on the
20 Plan and the feasibility and implementation thereof, if confirmed by the Court.

21 B. Postpetition and Other Potential Causes of Action

22 After the Petition Date, the Debtor has not yet commenced any Causes of Action in the Court
23 or other court. As discussed below, based on a preliminary review and analysis by the Debtor and its
24 professionals, the Debtor anticipates that certain Causes of Action may be commenced on behalf of
25 the Estate prior to or after the Effective Date including but not limited to the Schedule of Retained
26 Causes of Action attached to this Disclosure Statement as Exhibit F, provided, however, that
27 notwithstanding any otherwise applicable principle of law or equity, including, without limitation,
28 any principles of judicial estoppel, res judicata, collateral estoppel, issue preclusion, or any similar

1 doctrine, the failure to list, disclose, describe, identify, analyze or refer to any Cause of Action, or
2 potential Cause of Action, in the Plan, or any other document filed with the Court will in no manner
3 waive, eliminate, modify, release, or alter the Debtor's right to commence, prosecute, defend against,
4 settle, or realize upon, any Cause of Action that the Debtor, the Reorganized Debtor or the Estate has
5 or may have. Unless otherwise provided in the Plan or Confirmation Order, to the extent any filed or
6 to-be-filed Causes of Action are not resolved prior to the Effective Date, the Reorganized Debtor
7 will continue to prosecute, settle, or otherwise resolve or dispose of such Causes of Action against
8 non-Insiders or affiliates (as such term is defined in section 101(2) of the Bankruptcy Code).

9 The Committee or the Post-Effective Date Committee (as applicable) and the Debtor or the
10 Reorganized Debtor (as applicable) shall have joint standing (with the Committee or Post-Effective
11 Date Committee taking the lead in consultation with the Debtor or Reorganized Debtor) to object to
12 and prosecute Claims or Causes of Action by and against any Insider or affiliate (as such term is
13 defined in section 101(2) of the Bankruptcy Code) of the Debtor, including but not limited to Louis
14 S. Wang, Donald Kanner, City Sea Foods Inc., Donald Steier, and Gregory J. Morrow. If the Post-
15 Effective Date Committee dissolves in accordance with the Plan, the Reorganized Debtor (under the
16 direction of the Chief Liquidation Officer) shall have sole standing and the duty to resolve the
17 Claims and Causes of Action involving the Insiders and affiliates (as defined in section 101(2) of the
18 Bankruptcy Code), subject to Court approval, for the benefit of Holders of Class 4 Claims.

19 The discussion in this Article VII is for general informational purposes only. Nothing herein
20 is intended nor should be construed to be any admission or acknowledgement by the Debtor of any
21 matter. The Debtor reserves and preserves all of its respective rights with respect to any potential
22 and/or actual Causes of Action against any Persons.

23 **1. Causes of Action Arising under Chapter 5 of the Bankruptcy Code**

24 The Debtor is conducting an investigation regarding Avoidance Actions. The transfers
25 being considered include (a) preferential transfers made either (i) within the 90-day period prior to
26 the Petition Date, or (ii) with respect to Insiders, one year (including but not limited to the
27 potentially avoidable preferential transfer in the amount of \$1 million to Mr. Wang, as described
28

1 below)), and (b) transfers (if any) for which the Debtor may not have received reasonably equivalent
2 value and made while the Debtor was insolvent.

3 The Debtor disclosed in its Statement of Financial Affairs filed on March 9, 2011 [Dkt. No.
4 120] all payments by the Debtor to Creditors within 90 days prior to the Petition Date (“Schedule of
5 90 Day Transfers”). A copy of the Schedule of Transfers is attached to this Disclosure Statement as
6 Exhibit E. Given that the ultimate recovery to Holders of Class 3b Claims could approach 100%
7 under the high case scenario currently set forth in the Liquidation Analysis, the Debtor has not
8 expended Estate resources to fully evaluate the Schedule of 90 Day Transfers for potential avoidance
9 action defenses. The Debtor reserves the right to do so in the event recoveries fall materially short
10 of 100%.

11 The Debtor’s review is ongoing and, except for the releases provided for in the Plan, the
12 Debtor hereby reserves any and all rights that they may have to file Avoidance Actions against any
13 recipients or other beneficiaries of the transfers being investigated. Except for those actions and
14 claims expressly released under the Plan, all such Avoidance Actions and Causes of Action are
15 expressly reserved and preserved under the Plan.

16 **2. Litigation Against City Sea Foods, Inc. and Donald Kanner**

17 The Estate holds claims in excess of \$1.8 million against City Sea Foods Inc. (“City Sea
18 Foods”) and its principal, Donald Kanner. Mr. Kanner is also the holder of 31.5% equity interest in
19 the Debtor. The claims arise from, among other things, the Debtor’s agreement with City Sea Foods
20 as the designated distributor for Carnival Cruise Lines (“Carnival”). In connection therewith, City
21 Sea Foods ordered goods from the Debtor but failed to pay for them. The claims against Mr. Kanner
22 are based on, among other things, fraud, commingling, fraudulent conveyance, and alter ego/piercing
23 the corporate veil principles. The Estate intends to commence a Cause of Action against City Sea
24 Foods and Mr. Kanner seeking to recover the approximately \$1.8 million, plus accrued interest and
25 other damages. These and all other claims of the Estate against Mr. Kanner, City Sea Foods and
26 their affiliates will be retained Causes of Action under the Plan. Mr. Kanner and City Sea Foods are
27 also listed in the Schedule of Retained Causes of Action attached hereto as Exhibit F.

1 **3. Litigation Against Louis S. Wang**

2 In consultation with the Committee, several Causes of Action have been identified against
3 Louis S. Wang, who is a 20% shareholder, former Chief Financial Officer (“CFO”), and member of
4 the Board of Directors of the Debtor. Mr. Wang disputes each of the Causes of Action set forth
5 below, and is expected to allege factual and legal arguments in defense which may result in a
6 reduced recovery (or even no recovery) for the Debtor or Reorganized Debtor (as applicable) as set
7 forth in the various liquidation scenarios described in the Liquidation Analysis and the
8 accompanying Notes to the Liquidation Analysis attached hereto as Exhibits B and C, respectively.

9 One or more Causes of Action arise from the Debtor’s payment of \$1,000,000 to Mr. Wang
10 within one year prior to the Petition Date. Because Mr. Wang was an Insider, the transfer may be an
11 avoidable and recoverable preferential transfer under section 547 of the Bankruptcy Code. The
12 Debtor timed the filing of its chapter 11 petition to preserve the ability to avoid and recover the
13 \$1,000,000 transfer.

14 Other Causes of Action against Mr. Wang arise from a Proof of Claim that Mr. Wang filed
15 against the Debtor in the amount of \$2,054,933.33. Mr. Wang alleges that he made a \$2,000,000
16 loan to the Debtor (plus interest) under a note agreement, dated January 28, 2010 between the Debtor
17 and Mr. Wang. The Debtor and the Committee believe that the so-called loan may either be
18 equitably subordinated below other General Unsecured Claims, or recharacterized as an equity
19 contribution.

20 Yet another Cause of Action against Mr. Wang arises from the transactions referred to above
21 involving City Sea Foods and Mr. Kanner. The allegation had been made that Mr. Wang, as the
22 CFO, breached his fiduciary duty to the Debtor by, among other things, continuing to extend more
23 than \$4 million of trade credit to City Sea Foods despite its (i) poor credit worthiness, (ii) ongoing
24 payment delinquency, (iii) principal, Mr. Kanner, being a 31.5% shareholder and Insider, (iv) debt
25 having risen to greater than 20% of the outstanding secured debt on the ABL Facility with Wells
26 Fargo (as such terms are defined in this Disclosure Statement) and (v) debt being excluded from the
27 Debtor’s borrowing base calculation on the ABL Facility with Wells Fargo, which hindered the
28 Debtor’s ability to borrow. The Debtor did not carry and does not have director and officer liability

1 insurance that would cover these claims against Mr. Wang. These and all other claims of the Estate
2 against Mr. Wang and his affiliates will be retained Causes of Action under the Plan. Mr. Wang is
3 included in the Schedule of Retained Causes of Action attached hereto as Exhibit F.

4 **4. Release of Claims Against John Z. Blazeovich in Connection with**
5 **the Bankruptcy Sale**

6 As set forth in Article VI of this Disclosure Statement, the Debtor and the Committee entered
7 into a settlement agreement with Mr. Blazeovich that resolved competing claims to the Debtor's
8 intellectual property, which was a condition to the Purchaser's obligation to complete the Sale. In
9 exchange for the settlement, Mr. Blazeovich received an Allowed Claim that is subordinated to all
10 General Unsecured Claims and that will be treated as an Allowed Class 4 Claim under the Plan,
11 together with a general release of all claims of the Estate through the settlement date. On July 15,
12 2011, the Court entered an order approving the settlement agreement with Mr. Blazeovich [Dkt. No.
13 378].

14 **5. Litigation Related to Weis 5 Star Meal Program**

15 The Estate has identified certain Causes of Action against Weis Markets, Inc. ("Weis"), a
16 former customer of the Debtor. On or about November 2008, the Debtor and Weis entered into a
17 private label "Program Agreement" pursuant to which Weis agreed to purchase a minimum number
18 of private-label convenience meals over a two-year period. Weis, however, unilaterally terminated
19 the agreement prior to fulfilling its contractual minimum purchase obligation. The Debtor intends to
20 commence a Cause of Action against Weis to recover unique raw material and unamortized costs in
21 excess of \$75,000 that the Debtor incurred under the Program Agreement, plus other compensatory
22 and consequential breach of contract damages that the Debtor has not yet fully determined. Weis
23 Markets, Inc. is included in the Schedule of Retained Causes of Action attached hereto as Exhibit F.

24 **6. Aircraft Lease Agreement Preference Action**

25 As discussed above, on or about October 19, 2010 the Debtor granted Wells Fargo Northwest
26 the WFN Lien to secure the Debtor's obligations in connection the Aircraft Lease, dated March 21,
27 2005. In February 2011, the Court entered an order rejecting the Aircraft Lease *nunc pro tunc* to the
28 Petition Date. Wells Fargo Northwest, in turn, filed a Proof of Claim for lease rejection damages, as

1 secured by WFN Lien. The Debtor intends to seek to commence an Avoidance Action to avoid the
2 WFN Lien pursuant to section 547 of the Bankruptcy Code because it was deemed to have been
3 granted and was actually perfected within 90 days of the Petition Date. Wells Fargo Northwest is
4 included in the Schedule of Retained Causes of Action attached hereto as Exhibit F.

5 **7. Subordination Actions**

6 Other than as described in Article VII.B.3 above with respect to Mr. Wang, the Debtor has
7 not completed its review, analysis and investigation of certain Claims with regard to potential
8 actions to seek the subordination of such claims pursuant to section 510(c) of the Bankruptcy Code.

9 **VIII.**

10 **SUMMARY OF THE PLAN OF LIQUIDATION**

11 **A. General**

12 This section contains a summary of certain of the matters that are expected to occur either
13 pursuant to or in connection with Confirmation of the Plan. This summary highlights the substantive
14 provisions of the Plan and is not, nor is it intended to be, a complete description or a substitute for a
15 full and careful reading of the Plan. Statements regarding projected amounts of Claims or
16 Distributions (or the value of such Distributions) are only estimates by the Debtor based on current
17 information. For an explanation of the basis for, limitations of, and uncertainties relating to, these
18 calculations, see Article X of this Disclosure Statement entitled "Certain Risk Factors to be
19 Considered."

20 **B. Plan Overview**

21 The principal goal of the Plan is to liquidate and/or distribute the Assets for the benefit of
22 Holders of Allowed Claims. The Plan is the blueprint by which these goals are accomplished. It
23 provides the rules and procedures pursuant to which the Holders of Allowed Claims may be paid and
24 lists the steps the Debtor will take to close the Chapter 11 Case.

25 **C. Treatment of Claims and Interests Under the Plan**

26 The treatment under the Plan of Allowed Claims is in full and complete satisfaction of the
27 legal, contractual, and equitable rights that each entity holding an Allowed Claim may have in or
28 against the Debtor or its property. This treatment supersedes and replaces any agreements or rights

1 those entities have in or against the Debtor or its property. All Distributions under the Plan will be
2 tendered to the Person holding the Allowed Claim as of the Distribution Record Date. Except as
3 may be specifically set forth in the Plan, no Distributions will be made and no rights will be retained
4 on account of any Claim that is not an Allowed Claim. Further, all Interests will be cancelled under
5 the Plan. The Holders of Interests will not receive or retain anything on account of their Interests
6 under the Plan.

7 NOTHING HEREIN SHALL BE DISPOSITIVE OF THE ALLOWANCE OF ANY
8 CLAIMS OR CONSTITUTE A WAIVER BY THE DEBTOR OR ANY OTHER PARTY OF THE
9 RIGHT TO OBJECT TO SUCH CLAIMS. INDEED, THE DEBTOR ANTICIPATES FILING
10 OBJECTIONS TO NUMEROUS CLAIMS PRIOR TO THE VOTING DEADLINE AND HAS
11 RECENTLY AMENDED THE SCHEDULES. THE DEBTOR IS NOT STIPULATING TO THE
12 VALIDITY OR AMOUNT OF ANY OF THE CLAIMS FOR WHICH ESTIMATIONS ARE
13 PROVIDED HEREIN. THE AMOUNTS SET FORTH HEREIN ARE ESTIMATES BASED
14 UPON THE DEBTOR'S SCHEDULES AND PROOFS OF CLAIM FILED AS OF THE CLAIMS
15 BAR DATE.

16 NO REPRESENTATION CAN BE OR IS BEING MADE WITH RESPECT TO
17 WHETHER THE ESTIMATED RECOVERIES SHOWN WILL BE REALIZED BY THE
18 HOLDER OF AN ALLOWED CLAIM IN A PARTICULAR CLASS. THE ACTUAL
19 RECOVERIES UNDER THE PLAN BY HOLDERS OF CLAIMS WILL DEPEND UPON A
20 VARIETY OF FACTORS, INCLUDING BUT NOT LIMITED TO WHETHER, AND IN WHAT
21 AMOUNT, CONTINGENT CLAIMS AGAINST THE DEBTOR BECOME NON-CONTINGENT
22 AND FIXED; WHETHER, AND TO WHAT EXTENT, DISPUTED CLAIMS ARE RESOLVED
23 IN FAVOR OF THE DEBTOR; AND TO WHAT EXTENT RECOVERIES ARE OBTAINED
24 FROM THE DEBTOR'S ASSETS.

25 **D. Allowance and Treatment of Unclassified Claims**
26 **(Administrative Claims and Priority Tax Claims)**

27 Certain types of Claims are not placed into Classes that are entitled to vote to accept or reject
28 the Plan; instead, such Claims are Unclassified. Such Claims are not considered Impaired and they

1 do not vote on the Plan because they are automatically entitled to specific treatment provided for
2 them in the Bankruptcy Code. As such, the Debtor has not placed the following Claims in a Class.
3 The respective treatments for these Claims are provided below.

4 **1. Administrative Claims**

5 Administrative Claims are claims for administrative costs or expenses that are allowable
6 under section 503(b) of the Bankruptcy Code or 28 U.S.C. § 1930, which costs or expenses may
7 include: (a) actual, necessary costs and expenses of preserving the Debtor's Estate after the Petition
8 Date (to the extent not already paid by the Debtor prior to the Effective Date); (b) Professional Fee
9 Claims; (c) Administrative Tax Claims; and (d) U.S. Trustee Fees. Except to the extent that any
10 entity entitled to payment of any Allowed Administrative Claim agrees to a less favorable treatment
11 or unless otherwise ordered by the Court, each Holder of an Allowed Administrative Claim will
12 receive, in full satisfaction, discharge, exchange and release thereof, Cash in an amount equal to
13 such Allowed Administrative Claim on the later of (i) the Effective Date, and (ii) thirty (30) days
14 after such Administrative Claim becomes an Allowed Administrative Claim, or, in either case, as
15 soon thereafter as is practicable.

16 **a. Administrative Claim Reserve**

17 On the Effective Date, the Administrative Claims Reserve will be funded in Cash and held by
18 the Reorganized Debtor. Distributions will be made to Holders of Allowed Administrative Claims
19 from the Administrative Claims Reserve by the Disbursing Agent in consultation with the Post-
20 Effective Date Committee.

21 To the extent the Administrative Claims Reserve has insufficient funds to pay all Allowed
22 Administrative Claims in full, the Disbursing Agent, in consultation with the Post-Effective Date
23 Committee, is authorized and directed to use Distributable Cash to ensure payment, in full, of all
24 Allowed Administrative Claims.

25 Any amounts remaining in the Administrative Claims Reserve after payment of all Allowed
26 Administrative Claims shall be turned over to the Disbursing Agent for Distribution in accordance
27 with the Plan.
28

1 **b. Administrative Claim Bar Dates**

2 All requests for payment of an Administrative Claim that accrued between the filing of the
3 Petition through and including the Effective Date, except for (i) U.S. Trustee Fees and (ii)
4 Professional Fee Claims, must be filed with the Court by the Administrative Claims Bar Date.
5 HOLDERS OF ADMINISTRATIVE CLAIMS (EXCEPT FOR U.S. TRUSTEE FEES AND
6 PROFESSIONAL FEE CLAIMS) NOT PAID PRIOR TO THE EFFECTIVE DATE SHALL
7 SUBMIT PROOFS OF CLAIM ON OR BEFORE THE ADMINISTRATIVE CLAIMS BAR DATE
8 OR BE FOREVER BARRED FROM DOING SO.

9 **c. Administrative Claims Objection Deadline**

10 All objections to allowance of Administrative Claims (excluding Professional Fee Claims)
11 must be filed by any parties in interest no later than thirty (30) days after the Administrative Claims
12 Bar Date. The Administrative Claim Objection Deadline may be extended for a one-time thirty (30)
13 day period by the Debtor or Reorganized Debtor, as applicable, by filing a notice of the extended
14 Administrative Claim Objection Deadline with the Court. Thereafter, the Administrative Claim
15 Objection Deadline may be further extended only by an order of the Court. If no objection to the
16 applicable Administrative Claim is filed on or before that date, such Administrative Claim will be
17 deemed Allowed as of that date.

18 **d. U.S. Trustee Fees**

19 Quarterly fees owed to the Office of the U.S. Trustee will be paid prior to the Effective Date
20 by the Debtor, and after the Effective Date by the Reorganized Debtor, in each case when due in
21 accordance with applicable law, and the Debtor (or the Reorganized Debtor) will continue to file
22 reports to show the calculation of such fees for the Estate until the Chapter 11 Case is closed under
23 section 350 of the Bankruptcy Code.

24 **e. Professional Fee Claims**

25 Each Holder of a Professional Fee Claim seeking an award by the Court of compensation for
26 services rendered or reimbursement of expenses incurred through and including the Effective Date
27 must (i) file their respective interim (if applicable) and final applications for allowances of
28 compensation for services rendered and reimbursement of expenses incurred through the Effective

1 Date by no later than the forty-fifth (45th) day after the Effective Date or such other date as may be
2 fixed by the Court, and (ii) if granted such an award by the Court, be paid in full satisfaction,
3 discharge, exchange and release thereof, Cash in such amounts as are Allowed by the Court on the
4 date such Professional Fee Claim becomes an Allowed Claim, or as soon thereafter as is practicable.
5 All objections to allowance of Professional Fee Claims through the Effective Date must be timely
6 filed and served in accordance with Local Bankruptcy Rule 2016-1(b)(4). THE FAILURE TO
7 TIMELY FILE AND SERVE A FINAL APPLICATION FOR PROFESSIONAL FEE CLAIMS AS
8 SET FORTH ABOVE SHALL RESULT IN SUCH PROFESSIONAL FEE CLAIM BEING
9 FOREVER BARRED AND DISALLOWED.

10 **2. Priority Tax Claims**

11 Priority Tax Claims are Claims entitled to priority against the Estate under section 507(a)(8)
12 of the Bankruptcy Code. Except to the extent that a Holder of an Allowed Priority Tax Claim has
13 been paid by the Debtor before the Effective Date, each Holder of an Allowed Priority Tax Claim
14 will receive in full satisfaction, discharge, exchange and release thereof, at the Reorganized Debtor's
15 option, (i) Cash in an amount equal to such Allowed Priority Tax Claim on the later of the Effective
16 Date and thirty (30) days after such Priority Tax Claim becomes an Allowed Priority Tax Claim, or
17 as soon thereafter as is practicable; (ii) Cash in an aggregate amount of such Allowed Priority Tax
18 Claim payable in installment payments over a period of time not to exceed five years after the
19 Petition Date, pursuant to section 1129(a)(9)(C) of the Bankruptcy Code; or (iii) such other
20 treatment as may be agreed upon by such holder and the Reorganized Debtor or otherwise
21 determined upon an order of the Court.

22 To the extent the Priority Tax Claims Reserve has insufficient funds to pay all Priority Tax
23 Claim Claims in full, the Disbursing Agent, in consultation with the Post-Effective Date Committee,
24 is authorized and directed to use Distributable Cash to ensure payment, in full, of all Allowed
25 Priority Tax Claims.

26 Any amounts remaining in the Priority Tax Claims Reserve after payment of all Allowed
27 Priority Tax Claims shall be turned over to the Disbursing Agent for Distribution in accordance with
28 the Plan.

1 **E. Classification and Treatment of Priority Non-Tax Claims (Class 1)**

2 Class 1 consists of all Priority Non-Tax Claims which are Claims, other than Administrative
3 Claims or Priority Tax Claims, entitled to priority in right of payment under section 507(a) of the
4 Bankruptcy Code.

5 Except to the extent that a Holder of an Allowed Priority Non-Tax Claim has been paid by
6 the Debtor before the Effective Date or agrees to a less favorable treatment, each Allowed Priority
7 Non-Tax Claim will be paid, in full satisfaction, discharge, exchange and release thereof, in Cash in
8 full the amount of the Allowed Priority Non-Tax Claim on the later of (i) the Effective Date and
9 (ii) thirty (30) days after such date that the Claim becomes an Allowed Priority Non-Tax Claim, or
10 as soon thereafter as is practicable.

11 To the extent the Priority Non-Tax Claim Reserve has insufficient funds to pay all Priority
12 Non-Tax Claim Claims in full, Disbursing Agent, in consultation with the Post-Effective Date
13 Committee, is authorized and directed to use Distributable Cash to ensure payment, in full, of all
14 Allowed Priority Non-Tax Claims.

15 Any amounts remaining in the Priority Non-Tax Claims Reserve after payment of all
16 Allowed Priority Non-Tax Claims shall be turned over to the Disbursing Agent for Distribution in
17 accordance with the Plan.

18 Class 1 is Unimpaired, and the Holders of Claims in Class 1 are presumed to have accepted
19 the Plan.

20 **F. Classification and Treatment of Wells Fargo Aircraft Lease Claim (Class 2a)**

21 Class 2a consists solely of the Wells Fargo Aircraft Lease Claim, which shall be treated in
22 one of the following two ways to be selected by Wells Fargo Northwest:

23 (i) Wells Fargo Northwest, on account of the Wells Fargo Aircraft Lease Claim, shall be
24 deemed (by the Plan and by Wells Fargo Northwest by voting to accept the Plan on its Class 2a
25 Ballot) to have an Allowed Class 2a Claim in the amount of \$1,609,378.52, and shall receive in full
26 satisfaction, settlement, release and discharge of such Allowed Class 2a Claim (I) a single Cash
27 payment in the amount of \$1,300,000 on the Effective Date (or as soon thereafter as is practicable),
28

1 (II) plus a full and complete release and exculpation under the Plan by inclusion of Wells Fargo and
2 Wells Fargo Northwest as a Debtor Released Party, Exculpation Party, and Released Party; or
3 (ii) Wells Fargo Northwest, on account of any Wells Fargo Aircraft Lease Claim that
4 ultimately becomes an Allowed Class 2a Claim, shall receive in full satisfaction, settlement and
5 discharge of the Allowed Class 2a Claim (if any) a Cash payment equal to the Allowed Class 2a
6 Claim amount within thirty (30) days after such Class 2a Claim becomes an Allowed Class 2a Claim
7 (or soon thereafter as is practicable). For avoidance of doubt, Wells Fargo Northwest's security
8 interest, lien and Claim in connection with the Aircraft Lease shall remain subject to Avoidance
9 Action litigation and the Disputed Claims Process. If any portion of the Wells Fargo Aircraft Lease
10 Claim becomes an Allowed Claim or Interest as a result of Wells Fargo Northwest's security interest
11 and/or liens being avoided or the Disputed Claim Process, it will be treated in Class 3, 4 or 5,
12 depending on the outcome of such litigation.

13 Wells Fargo Northwest is Impaired if it affirmatively votes to accept the Plan pursuant to its
14 Class 2a Ballot, thereby accepting the lesser treatment above. Wells Fargo Northwest is Unimpaired
15 if it does not vote to accept the Plan pursuant to its Class 2a Ballot, and as a result is conclusively
16 determined to have accepted the Plan.

17 **G. Classification and Treatment of Other Secured Claims (Class 2b)**

18 Class 2b consists of all Other Secured Claims which are Claims that are secured by a valid
19 and unavoidable lien against property in which the Estate has an interest or that is subject to setoff
20 under section 553 of the Bankruptcy Code. A Claim is a Secured Claim only to the extent of the
21 value of the claimholder's interest in the Collateral securing the Claim or to the extent of the amount
22 subject to setoff, whichever is applicable, and as determined under section 506(a) of the Bankruptcy
23 Code.

24 To the extent that there is more than one Holder of a Class 2b Claim, the Claim of each such
25 Holder will be deemed to be classified in a separate sub-class of Class 2b, each such sub-class of
26 Class 2b will be deemed to be a separate Class under the Plan.

1 As soon as practicable after the Effective Date, each entity holding an Allowed Class 2b
2 Claim will receive, at the election of the Reorganized Debtor, one of the following treatments in full
3 satisfaction, discharge, exchange and release of its Allowed Class 2b Claim:

4 (i) the Holder of the Class 2b Claim will receive the Collateral in which that Person has a
5 security interest;

6 (ii) the Holder of the Class 2b Claim will receive any proceeds actually received by the
7 Debtor from the sale or disposition of the Collateral in which that Person has a security interest;

8 (iii) the Holder of the Class 2b Claim will receive Cash in the amount of that Person's
9 Allowed Class 2b Claim;

10 (iv) the Holder of the Class 2b Claim will receive such other Distributions or treatment as
11 are necessary to leave the rights of said Person Unimpaired or as are necessary to otherwise satisfy
12 the requirements of chapter 11 of the Bankruptcy Code; or

13 (v) such other treatment as may be agreed upon by the Holder of the Class 2b Claim and
14 the Debtor.

15 The Reorganized Debtor will have ten (10) Business Days after the date on which the Class
16 2b Claim is Allowed or deemed Allowed, to elect which treatment to provide to such Holder of an
17 Allowed Class 2b Claim.

18 Class 2b is Unimpaired, and the Holders of Claims in Class 2b are presumed have accepted
19 the Plan.

20 **H. Classification and Treatment of General Unsecured Claims (Class 3)**

21 Class 3 consists of all General Unsecured Claims, which are any Claims that are not an
22 Administrative Claim, a Priority Tax Claim, a Priority Non-Tax Claim, a Secured Claim, or a
23 Subordinated Allowed General Unsecured Claim (as described below). The Debtor currently
24 estimates \$8.4 million in scheduled or filed General Unsecured Claims.

25 General Unsecured Claims in Class 3 shall be treated in one of the following two ways (and
26 the Class 3 Ballots sent to the Holders of a General Unsecured Claim in Class 3 shall reflect the
27 choice given to such Holders):
28

1 (a) Allowed Class 3a Claim. Each Holder of a General Unsecured Claim in Class 3 that
2 affirmatively elects to be treated as a Class 3a Claim and votes to accept the Plan shall be deemed to
3 have an Allowed Claim in the amount set forth on the Class 3 Ballot sent to such Holder, which shall
4 be, with respect to such Claim, the lesser of (a) the Proof of Claim amount, (b) the amount set forth
5 in the Schedules, and (c) the amount indicated in the Debtor's books and records, and shall receive
6 in full satisfaction, settlement, release and discharge of all General Unsecured Claims against the
7 Debtor, on account of such Allowed Class 3a Claim, (I) a single Cash payment equal to at least 75%
8 (or such greater amount if and as agreed to by each the Debtor and the Committee or as directed by
9 Court Order) of such Allowed Class 3a Claim on the Effective Date (which the Debtor anticipates
10 occurring in December 2011) in full and complete satisfaction of such Allowed Class 3a Claim, and
11 (II) a full and complete waiver and release by the Debtor of all Causes of Action as may exist against
12 such Holder; or

13 (b) Allowed Class 3b Claims. All other Holders of General Unsecured Claims in Class 3,
14 including each Holder of a Class 3 Claim that (a) does not vote for or against the Plan, (b) is deemed
15 to have rejected the Plan, or (c) has rejected the Plan or has not made the election to be treated as a
16 Class 3a Claim, shall be deemed to be a Class 3b Claim. Holders of Class 3b Claims shall remain
17 subject to the Disputed Claim Process, and any Causes of Action as may exist against such Holder.¹⁰

18 Each Holder of a General Unsecured Claim in Class 3 that is deemed to be a Class 3b Claim
19 and that ultimately becomes an Allowed Claim shall receive, in full satisfaction, settlement, release
20 and discharge of such Allowed Claim, Cash payments in an amount equal to such Holder's *Pro Rata*
21 share of Distributable Cash, with an initial payment (estimated to be 35% of such Holder's Allowed
22 Class 3b Claim) on the later of (x) fourteen (14) days after the Effective Date and (y) thirty (30) days
23 after such Class 3 Claim becomes an Allowed Class 3b Claim (or as soon thereafter as is
24 practicable), followed by additional *Pro Rata* payments of Distributable Cash on a quarterly basis no
25 later than ten (10) Business Days after the end of each calendar quarter, commencing with the first

26 ¹⁰
27 On or before a Claim is Allowed pursuant to an Order of the Court or otherwise, any Holder of a Class 3 Claim
28 who fails to elect the treatment provided for Allowed Class 3a Claims by the Voting Deadline, may – in the sole
discretion of the Debtor (or the Reorganized Debtor, as applicable) in consultation with the Committee (or the
Post-Effective Date Committee, as applicable) – enter into a settlement agreement providing for such Allowed
Class 3a Claim treatment.

1 full calendar quarter in 2012 (unless the Disbursing Agent reasonably believes, following
2 consultation with the Post-Effective Date Committee, that there is insufficient Distributable Cash to
3 justify such quarterly payment), and continuing thereafter until either all Allowed Class 3b Claims
4 are paid in full or no additional Distributable Cash is available to pay Allowed Class 3b Claims.

5 General Unsecured Claims in Class 3 who affirmatively vote to reject the Plan will not be
6 eligible to receive a Class 3a Claim and its accompanying treatment after the Voting Deadline unless
7 the Court Orders otherwise.

8 The Class 3a Claim Schedule, a schedule of those Class 3 Claims currently eligible to receive
9 a Class 3a Claim, is attached to this Disclosure Statement as Exhibit D.¹¹

10 Each of the Allowed Class 3a Claim settlement amount (currently 75%), and the Allowed
11 Class 3b Claim initial payment of Distributable Cash (currently estimated to be 35%) may be
12 increased if and as agreed to by each the Debtor and the Committee based on available Distributable
13 Cash after appropriate Reserves, and outstanding, actual, projected, and/or potential Claims set forth
14 in the then current Liquidation Analysis, which amount of the potential Allowed Class 3a Claim
15 settlement increase (if any) and the actual amount of the Allowed Class 3b Claim initial payment of
16 Distributable Cash shall be agreed to by the Committee and the Debtor no later than, or determined
17 by the Court at, the Confirmation Hearing.

18 The Debtor will file with the Court (and serve solely on the Limited Service List) and post on
19 the Website¹² notice of any agreed-upon or Court Ordered (i) increase in the Allowed Class 3a Claim
20 settlement amount, and (ii) determination of the actual initial payment of Distributable Cash to
21 Allowed Class 3b Claims.

22 The Debtor currently anticipates that Distributions of Distributable Cash to Holders of
23 Allowed Class 3b Claims will be completed in the second or third calendar quarter of 2012. The
24 Debtor or Reorganized Debtor (as applicable) expressly reserve the right to amend this estimated
25 completion date as prosecution of the Causes of Action and the Disputed Claims Process progresses.
26

27 ¹¹ The Debtor or the Reorganized Debtor (as applicable) expressly reserves the right to amend and/or modify
28 Class 3a Claim Schedule at any time as the Disputed Claims Process progresses.

¹² https://kelleydrye.securespsites.com/Contessa_public/default.aspx.

1 Allowed Class 3a Claims and Allowed Class 3b Claims shall not include Postpetition Interest
2 nor include any Penalty on such Claims.

3 Class 3 is impaired, and the Holders of Allowed Class 3a Claims and Allowed Class 3b
4 Claims are entitled to vote to accept or reject the Plan.

5 **I. Classification and Treatment of Subordinated Allowed**
6 **General Unsecured Claims (Class 4)**

7 Class 4 consists of all Subordinated Allowed General Unsecured Claims.

8 Except to the extent that the Holder of an Allowed Class 4 Claim agrees to a different
9 treatment, each Holder of an Allowed Class 4 Claim will receive an amount equal to such Holder's
10 *Pro Rata* share of Distributable Cash, if any, following payment in full of all Allowed Class 3a and
11 3b Claims as described above.

12 Allowed Class 4 Claims will not include Postpetition Interest nor include any Penalty on
13 such Claim.

14 Class 4 is Impaired, and the Holders of Subordinated Allowed General Unsecured Claims in
15 Class 4 are entitled to vote to accept or reject the Plan.

16 This Class currently consists of the \$12.25 million contractually subordinated Claim of Mr.
17 Blazeovich; however, the Debtor reserves the right to bring an action to subordinate any Claims in
18 Class 3, which could result in additional Claims being placed in Class 4. Mr. Blazeovich's vote, if
19 any, to accept the Plan will not be counted for purposes of determining if Class 4 has accepted the
20 Plan in accordance with section 1129(a)(10) of the Bankruptcy Code.

21 **J. Classification and Treatment of Interests (Class 5)**

22 Class 5 consists of all Interests.

23 On the Effective Date, all Interests shall be deemed without monetary value as a result of the
24 insolvency of the Debtor taking into account all Claims, including those in Class 4. Because the
25 value of the Debtor's Assets is less than the total value of its liabilities, it is impossible for Holders
26 of Interests to be entitled to receive any Distributions on account of such Interests. All Interests shall
27 be deemed cancelled, annulled and extinguished without any further action by the Debtor or any
28 other entity upon the later of (i) a filing by the Reorganized Debtor with the Court stating that all

1 Assets have been Distributed pursuant to the Plan, and (ii) the dissolution of the Reorganized Debtor
2 in accordance with applicable law and, if necessary, the filing of a certificate of dissolution with the
3 appropriate office of the State of California. As a result, Class 5 is Impaired and deemed to reject
4 the Plan.

5 **K. Provisions Governing Plan Implementation**

6 On the Effective Date, the following will occur in implementation of the Plan:

7 (i) all actions, documents and agreements necessary to implement the Plan will have
8 been effected or executed;

9 (ii) the Debtor will have received all authorizations, consents, rulings, opinions or other
10 documents that are determined by the Debtor, in consultation with the Committee, to be necessary to
11 implement the Plan;

12 (iii) the Disbursing Agent will make all Distributions required to be made on the Effective
13 Date to Holders of Allowed Claims pursuant to the Plan; and

14 (iv) the Reserves will be funded.

15 The Plan will not be consummated or become binding unless and until the Effective Date
16 occurs. The Effective Date will be the first Business Day, as determined by the Debtor in its
17 reasonable discretion in consultation with the Committee, on which the following conditions have
18 been satisfied:

19 (1) At least fourteen (14) days have passed since the Confirmation Date;

20 (2) The Confirmation Order shall be in full force and effect and shall not have
21 been amended, modified, or stayed;

22 (3) All documents, instruments and agreements, in form and substance reasonably
23 satisfactory to the Debtor and the Committee, provided for under or necessary
24 to implement the Plan have been executed and delivered by the parties thereto,
25 unless such execution or delivery has been waived by the parties benefited
26 thereby; and

27 (4) The Debtor, in consultation with the Committee, has determined in its
28 reasonable discretion that sufficient Cash and/or Reserves exist to satisfy all

1 Administrative Claims, Professional Fee Claims, Priority Tax Claims, Priority
2 Non-Tax Claims, and Secured Claims, which are Allowed Claims.

3 The Debtor, in consultation with the Committee, may in its reasonable discretion waive any
4 of the conditions set forth above without notice and a hearing. Additionally, the Debtor's rights
5 under the "mootness doctrine" will be unaffected by any provision hereof or the Plan. The failure to
6 satisfy any condition may be asserted by the Debtor regardless of the circumstances giving rise to the
7 failure of such condition to be satisfied (including, without limitation, any act, action, failure to act,
8 or inaction by the Debtor). If the Debtor fails to assert the non-satisfaction of any such conditions,
9 such failure will not be deemed a waiver of any other rights thereunder.

10 **L. Plan Implementation**

11 **1. Chief Liquidation Officer**

12 As of the Effective Date, the Chief Liquidation Officer will be vested with the rights and
13 obligations of a chapter 11 trustee, subject to consultation with the Post-Effective Date Committee
14 and Mr. Blazeovich as President, Chief Executive Officer, and Chairman of the Board of Directors of
15 the Debtor. The Chief Liquidation Officer will become the primary representative of the Estate and
16 will act for the Reorganized Debtor in the same fiduciary capacity as applicable to an officer of the
17 Debtor, subject to the provisions hereof. The duties and powers of the Chief Liquidation Officer will
18 include, but not be limited to, the following:

- 19
- 20 • To exercise all power and authority that may be necessary to implement the
21 Plan, commence and prosecute all proceedings that may be commenced and
22 take all actions that may be taken by any officer, director or shareholder of the
23 Debtor with like effect as if authorized, exercised, and taken by unanimous
24 action of such officers, directors, and shareholders, including consummating
25 the Plan;
 - 26 • To maintain all bank accounts and take other actions consistent with the Plan,
27 including the maintenance of Reserves, in the name of the Disbursing Agent
28 and/or Reorganized Debtor;
 - To take all steps reasonably necessary and practicable to terminate the
corporate existence of the Debtor;
 - To pay, without Court approval, all reasonable fees and expenses of the
Reorganized Debtor and its Estate accruing from and after the Effective Date;
 - To prosecute and/or settle Causes of Action;

- 1 • To take all other actions not inconsistent with the provisions of the Plan which
2 the Chief Liquidation Officer deems reasonably necessary or desirable in
3 connection with the administration and consummation of the Plan; and
- 4 • To exercise all such other powers as may be vested in the Chief Liquidation
5 Officer by Order of the Court.

6 Once appointed on the Effective Date, the Chief Liquidation Officer shall not be terminated
7 or otherwise substituted or have its duties limited or otherwise restricted in any way without the
8 consent of the Post-Effective Date Committee (to the extent such Post-Effective Date Committee has
9 not been dissolved in accordance with the Plan) and the Debtor, or as Ordered by the Court.

10 2. Disbursing Agent

11 The Disbursing Agent is hereby appointed, and shall be deemed to be, the representative of
12 the Estate for the purposes of making Distributions under the Plan. Specifically, the Disbursing
13 Agent shall be empowered and authorized to, among other things: (a) review and approve and, if
14 requested by the Debtor or the Reorganized Debtor, as applicable, make the Distributions required
15 under the Plan; (b) oversee the calculation and implementation of all Distributions to be made under
16 the Plan to Holders of Allowed Claims; (c) oversee the filing of all required tax returns and payment
17 of taxes and other obligations on behalf of the Debtor or Reorganized Debtor (as applicable); (d) file
18 required operating reports; and (e) assist the Reorganized Debtor, as may be requested, in taking
19 other actions to implement the Plan in accordance with this Article VIII. The powers granted to the
20 Disbursing Agent shall be exercisable without further approval of the Court.

21 3. Compensation of the Chief Liquidation Officer and Disbursing Agent

22 Prior to the Effective Date, the Chief Liquidation Officer and/or Disbursing Agent shall seek
23 payment of its Professional Fee Claims in accordance with Article IV.A.1.e of the Plan. Following
24 the Effective Date, the Chief Liquidation Agent and Disbursing Agent, subject to consultation with
25 the Post-Effective Date Committee, shall be entitled to reasonable compensation at the level of
26 compensation set forth under the existing terms of engagement for Scouler as the Debtor's financial
27 advisor, and the costs and expenses of the Chief Liquidation Officer and Disbursing Agent shall be
28 paid out of the Reserves in accordance with the amounts set forth in the Liquidation Analysis and the
accompanying Notes to the Liquidation Analysis.

1 **4. Bond in Connection with Chief Liquidation Officer and Disbursing Agent**

2 Scouler shall obtain a bond or insurance in connection with its Chief Liquidation Officer and
3 Disbursing Agent duties in consultation with the Committee or Post-Effective Date Committee, as
4 applicable, and in accordance with its normal and customary practice in similar bankruptcy cases.

5 **5. Corporate Action**

6 Upon the Effective Date, all transactions and applicable matters provided for under the Plan
7 will be deemed to be authorized and approved by the Debtor without any requirement of further
8 action by the Debtor and, as applicable, the Debtor's shareholders and/or board of directors.

9 **6. Debtor's Continued Existence**

10 From and after the Effective Date, the Reorganized Debtor shall continue in existence for the
11 purpose of (i) winding up its affairs; (ii) liquidating, by conversion to Cash or other methods, any
12 remaining Assets, as expeditiously as reasonably possible; (iii) enforcing and prosecuting Claims,
13 interests, and rights and privileges of the Debtor and its Estate, including, without limitation, the
14 prosecution and settlement of Causes of Action; (iv) resolving Disputed Claims; (v) administering
15 the Plan and taking such actions as are necessary to effectuate the Plan; and (vi) filing appropriate
16 tax returns.

17 Upon Distribution of all remaining Assets of the Reorganized Debtor pursuant to the Plan
18 and the filing by or on behalf of the Reorganized Debtor of a certification to that effect with the
19 Court, the Reorganized Debtor shall dissolve in accordance with applicable law and the Reorganized
20 Debtor shall file with the appropriate office of the State of California a certificate of dissolution (to
21 the extent necessary).

22 **7. The Committee and the Post-Effective Date Committee**

23 Until the Effective Date, the Committee will continue in existence. As of Effective Date, the
24 Committee will terminate and disband and the members of the Committee and the Committee will
25 be released and discharged of and from all further authority, duties, responsibilities and obligations
26 related to and arising from their service as Committee members. As of the Effective Date, the
27 Committee will be replaced by the Post-Effective Date Committee, which will consist of no less than
28 one member and no greater than three members that are Holders of Class 3 Claims. The Post-

1 Effective Date Committee will have the rights, oversight responsibilities and other functions
2 identified in the Plan. In the event of death or resignation of any member of the Post-Effective Date
3 Committee, the remaining members of the Post-Effective Date Committee will have the right to
4 designate a successor from among the Holders of Class 3 Claims. If a Post-Effective Date
5 Committee member assigns its Claim in full or releases the Debtor from payment of the balance of
6 its Claim, such act will constitute a resignation from the Post-Effective Date Committee. Until a
7 vacancy on the Post-Effective Date Committee is filled, the Post-Effective Date Committee will
8 function in its reduced number, provided, however, that in no event shall the Post-Effective Date
9 Committee function with less than one member. If no Holder of a Class 3 Claim is available or
10 willing to serve on the Post-Effective Date Committee, the last member(s) on such committee shall
11 select a designee member that need not be a Creditor of the Debtor to represent the interests of the
12 remaining Holders of Class 3 Claims. The designee member shall be entitled to a reasonable stipend
13 payable by the Estate for serving in such capacity.

14 The Post-Effective Date Committee will be dissolved and the members thereof will be
15 released and discharged of and from all further authority, duties, responsibilities and obligations
16 related to and arising from their service as Post-Effective Date Committee members on the earlier of
17 (i) payment of all Distributable Cash to Holders of Class 3 Claims as required under the Plan, and
18 (ii) entry of a final decree closing the Chapter 11 Case.

19 The members of the Post-Effective Date Committee will undertake their duties as specified
20 in the Plan. In serving as a member of the Post-Effective Date Committee, such members will not
21 assume or be deemed to have assumed any liability to Creditors, the Debtor, or any other parties in
22 interest in the Chapter 11 Case and will not be liable for any acts or omissions while acting in that
23 capacity, except for bad faith and acts or omissions constituting malfeasance or gross negligence.

24 The Post-Effective Date Committee shall be entitled to reimbursement of reasonable
25 documented fees and expenses, including, without limitation, professional fees and expenses
26 (excluding professional fees and expenses of individual Post-Effective Date Committee members);
27 *provided further, however*, that to the extent the Post-Effective Date Committee prosecutes or settles
28 (i) Causes of Action undertaken with the consent of the Reorganized Debtor, or (ii) Claims and

1 Causes of Action by and against any Insider or affiliate (as such is defined in section 101(2) of the
2 Bankruptcy Code) of the Debtor in accordance with Article VII.B of this Disclosure Statement and
3 Article VI.B of the Plan, the associated professional fees will be allocated from the professional fee
4 budget incorporated in the Debtor's Liquidation Analysis, as determined by the Debtor and
5 Reorganized Debtor and the Committee or Post-Effective-Date Committee, as applicable, or
6 pursuant to further Court Order, and will be capped in such amounts such that the overall
7 professional fee budget will not be increased.

8 **8. The Source of Distributions**

9 The sources of all Distributions and payments under the Plan are and will be Cash (i) held by
10 the Debtor on the Effective Date, and (ii) available after the Effective Date from, among other
11 things, and the liquidation of the Debtor's remaining Assets, include the prosecution or settlement of
12 Causes of Action.

13 **9. Distribution of Property Under the Plan**

14 **a. Manner of Cash Payments**

15 All Distributions will be made pursuant to the Plan and will be made in United States funds,
16 by check drawn on a domestic bank, or, if the Reorganized Debtor so elects in its discretion for
17 Distributions to certain large claimants, by wire transfer from a domestic bank.

18 **b. Setoff and Recoupment**

19 Notwithstanding anything to the contrary in the Plan, the Debtor, in consultation with the
20 Committee, or the Reorganized Debtor, in consultation with the Post-Effective Date Committee, as
21 applicable, may setoff, recoup, or withhold against the Distributions to be made on account of any
22 Allowed Claim that the Debtor, the Reorganized Debtor or the Estate may have against the Person
23 holding the allowed claim. The Debtor, the Estate, and the Reorganized Debtor will not waive or
24 release any Claim against those Persons by failing to effect such a setoff or recoupment, by allowing
25 any Claim against the Debtor, the Reorganized Debtor or the Estate, or by making a Distribution on
26 account of an Allowed Claim.

1 c. **No De Minimis Distributions**

2 Notwithstanding anything to the contrary in the Plan, no Distribution of less than \$50.00 will
3 be made to any Holder of an Allowed Claim on account thereof. No consideration will be provided
4 in lieu of the *de minimis* Distributions that are not made hereunder and corresponding Article V of
5 the Plan.

6 d. **No Distributions With Respect to Disputed Claims**

7 Distributions will be made on account of a Disputed Claim only after, and only to the extent
8 that, the Disputed Claim either becomes or is deemed to be an Allowed Claim. The Debtor intends
9 to file thirty (30) days prior to the Voting Deadline objections to substantially all Disputed Claims
10 that require a material adjustment in accordance with the Debtor's books and records. The Debtor
11 expressly reserves the right to file additional objections to Disputed Claims after the Voting
12 Deadline for those Disputed Claims requiring additional analysis and review as part of the Debtor's
13 ongoing Claims reconciliation process.

14 e. **Undeliverable or Unclaimed Distributions**

15 Distributions to entities holding Allowed Claims will initially be made by mail as follows:

16 (i) Distributions will be sent to the address, if any, set forth on a filed Proof of
17 Claim as amended by any written notice of address change that is received by the Debtor or
18 Reorganized Debtor, as applicable, no later than ten (10) Business Days prior to the date of any
19 Distribution; or

20 (ii) If no such address is available, Distributions will be sent to the address set
21 forth on the Schedules.

22 If no address is available either on a Proof of Claim or on the Schedules, the Distribution will
23 be deemed to be undeliverable. If a Distribution is returned to the Reorganized Debtor as an
24 undeliverable Distribution or is deemed to be an undeliverable Distribution, the Disbursing Agent
25 will make no further Distribution to the Person holding the Claim on which the Distribution is being
26 made unless and until the Reorganized Debtor is timely notified in writing of that Person's current
27 address. Subject to the following paragraph, until they become deliverable, the Disbursing Agent
28 may create a separate Reserve for undeliverable Distributions for the benefit of the Persons entitled

1 to the Distributions. These Persons will not be entitled to any interest on account of the
2 undeliverable Distributions.

3 Any Person that is otherwise entitled to an undeliverable Distribution and that does not,
4 within one hundred eighty (180) days after a Distribution is returned as undeliverable, provide the
5 Reorganized Debtor with a written notice asserting its claim to or interest in that undeliverable
6 Distribution and setting forth a current, deliverable address will be deemed to waive any claim to or
7 interest in that undeliverable Distribution and will be forever barred from receiving that
8 undeliverable Distribution or asserting any Claim against the Debtor, the Estate, or its property. Any
9 undeliverable Distributions that are not claimed hereunder will be distributed in accordance with the
10 Plan. Nothing in the Plan requires the Reorganized Debtor to attempt to locate any Person holding
11 an Allowed Claim and whose Distribution is undeliverable.

12 **f. Distribution Record Date**

13 The Reorganized Debtor has no obligation to recognize the transfer of or sale of any
14 participation in any Allowed Claim that occurs after the close of business on the Distribution Record
15 Date, and will be entitled for all purposes to recognize, deal with and distribute only to those Holders
16 of Allowed Claims who are record Holders of such Claims, or participants therein, as of the close of
17 business on the Distribution Record Date, as stated on the official claims register maintained by the
18 Court.

19 **g. Fractional Cents**

20 When any payment of a fraction of a cent would otherwise be called for, the actual payment
21 will reflect a rounding of such fraction to the nearest whole cent (rounding down in the case of less
22 than \$0.005 and rounding up in the case of \$0.005 or more); provided, however, that, in no event,
23 will a Distribution of less than \$50.00 will be made to any Holder of an Allowed Claim on account
24 thereof as set forth above.

25 **h. Release of Reserved Funds**

26 Any Cash remaining in any Reserve, after all applicable Distributions or other payments have
27 been made from said Reserve, will be released therefrom—subject to the consent of the Post-
28

1 Effective Date Committee or further order of this Court—and be turned over to the Reorganized
2 Debtor for Distribution in accordance with the Plan.

3 **i. No Interest on Claims**

4 Unless otherwise specifically provided for in the Plan or the Confirmation Order, or required
5 by applicable bankruptcy law, Postpetition Interest shall not accrue or be paid on Allowed Claims,
6 and no Holder of an Allowed Claim shall be entitled to Postpetition Interest. Additionally, and
7 without limiting the foregoing, Postpetition Interest shall not accrue or be paid on any Disputed
8 Claim for the period from the Petition Date to the date a Distribution is made when and if such
9 Disputed Claim becomes an Allowed Claim.

10 **j. Duty to Disgorge Overpayments**

11 To the extent the Holder of any Allowed Claim receives more than what such Holder is
12 permitted to receive under the Plan, such Holder shall immediately return such excess payment(s) to
13 the Debtor or the Reorganized Debtor, as applicable, failing which, the Debtor or the Reorganized
14 Debtor may commence a Cause of Action against such Holder for the return of such overpayment in
15 the Court or any other court of competent jurisdiction.

16 **M. Procedures for Disputed Claims**

17 **1. Reserves for Claims Other Than General Unsecured Claims**

18 On the Effective Date, the Administrative Claims Reserve, Priority Tax Claims Reserve and
19 Priority Non-Tax Claims Reserve will be funded with sufficient monies to pay for, as applicable, all
20 Allowed Administrative Claims, Allowed Claims, and Disputed Claims (in the event such claims
21 become Allowed Claims), in such categories. The Reorganized Debtor, in consultation with the
22 Post-Effective Date Committee, will determine any supplemental amounts needed to fund any
23 Reserve. In the reasonable determination of the Post-Effective-Date Committee and the
24 Reorganized Debtor, any Cash remaining in these Reserves, after all applicable Distributions or
25 other payments have been made from said Reserve, will be released therefrom and turned over to the
26 Disbursing Agent for Distribution in accordance with the Plan.

1 **2. Disputed Unsecured Claims Reserve for Class 3b Claims**

2 Prior to any payments being made to Holders of Allowed Class 3b Claims, the Reorganized
3 Debtor will deposit into the Disputed Unsecured Claims Reserve an amount equal to the *Pro Rata*
4 share of Distributable Cash on account of Disputed Unsecured Claims, as if such Claims were
5 Allowed Claims. The Reorganized Debtor will thereafter release or cause to have released from this
6 Reserve monies to fund *Pro Rata* payments of Distributable Cash to Holders of Disputed Unsecured
7 Claims as, and if and to the extent, the Disputed Claims of such Holders become Allowed Claims.
8 In the reasonable determination of the Post-Effective-Date Committee and the Reorganized Debtor,
9 any Cash remaining in the Disputed Unsecured Claims Reserve, after all Distributions have been
10 made from such Reserve, will be released therefrom and turned over to the Disbursing Agent for
11 Distribution in accordance with the Plan.

12 **3. Objections to and Resolution of Disputed Claims**

13 The Debtor, prior to the Effective Date, and the Reorganized Debtor, on and after the
14 Effective Date, will have the right to make and file objections to Disputed Claims (other than the
15 Disputed Claims of Insiders) and to prosecute, settle and/or withdraw such objections. The Debtor
16 or Reorganized Debtor (as applicable) shall also have the right to seek the estimation of Disputed
17 Claims. The Debtor, prior to the Effective Date, and the Reorganized Debtor, on and after the
18 Effective Date, in consultation with the Committee or the Post-Effective Date Committee, as
19 applicable, will have the authority to compromise, settle, withdraw or otherwise resolve any
20 objections for any Disputed Claim without approval of the Court. The Debtor, prior to the Effective
21 Date, and the Reorganized Debtor, on and after the Effective Date, in consultation with the
22 Committee or the Post-Effective Date Committee, as applicable, will file and serve all objections to,
23 or pleadings seeking the estimation of, Disputed Claims upon the Holder of the Disputed Claim as to
24 which the objection is made no later than the Claims Objection Deadline, which is sixty (60) days
25 after the later of (i) the Effective Date, or (ii) the date on which a Proof of Claim or request for
26 payment with respect to such Disputed Claim is filed with the Court. The Debtor, prior to the
27 Effective Date, and the Reorganized Debtor, on and after the Effective Date, with the consent of the
28 Committee or the Post-Effective Date Committee, as applicable, may extend the Claims Objection

1 Deadline for a single thirty (30) day period by filing a notice of the extended deadline with the
2 Court. Thereafter, the deadline may be further extended only by an Order of the Court.

3 Notwithstanding the Claims Objection Deadline, as discussed above the Debtor intends to file thirty
4 (30) days prior to the Voting Deadline objections to substantially all Disputed Claims that require a
5 material adjustment in accordance with the Debtor's books and records. The Debtor expressly
6 reserves the right to file additional objections to Disputed Claims after the Voting Deadline for those
7 Disputed Claims requiring additional analysis and review as part of the Debtor's ongoing Claims
8 reconciliation process.

9 To the extent a Claim is not a Disputed Claim but is held by a Holder that is or may be liable
10 to the Debtor on account of a Cause of Action, no payments or Distributions shall be made with
11 respect to all or any portion of such Claim unless and until such Cause of Action has been settled,
12 withdrawn, or determined by a Final Order.

13 **N. Estimation**

14 The Debtor or Reorganized Debtor (as applicable) may, at any time, request that the Court
15 estimate any Disputed Claim pursuant to section 502(c) of the Bankruptcy Code regardless of
16 whether there has been a previous objection to such Claim. In the event the Court estimates any
17 Disputed Claim, the estimated amount may constitute a maximum limitation on such Claim, as
18 determined by the Court. Notwithstanding this, the Debtor or Reorganized Debtor (as applicable)
19 may elect to pursue additional proceedings to object to the allowance and payment of such Claim.
20 The aforementioned objection and estimation procedures are cumulative and not exclusive of one
21 another.

22 **O. Treatment of Executory Contracts and Unexpired Leases**

23 Pursuant to sections 365(a) and 1123(b)(2) of the Bankruptcy Code, all executory contracts
24 and unexpired leases that exist between the Debtor and any Person that were not previously rejected
25 by Court Order or by operation of section 365(d)(4) of the Bankruptcy Code, shall be deemed
26 rejected by the Debtor on the Confirmation date and effective as of the Confirmation Date. All
27 Claims arising out of the rejection of an executory contract or unexpired lease must be filed with the
28 Bankruptcy Court and served upon the Debtor on or before the date to be established in the

1 Confirmation Order.

2 **P. Late Filed Claims**

3 Any Creditor that has filed or intends to file a Proof of Claim after the Claims Bar Date, i.e.,
4 after March 25, 2011 for General Unsecured Claims, and after July 25, 2011 for governmental units
5 (which shall include all entities defined as such in section 101(27) of the Bankruptcy Code), shall
6 file with the Court a motion (attaching the Proof of Claim) under Rule 9006(b)(1) of the Bankruptcy
7 Rules requesting that the Court deem the late filed Claim timely (a "Late Claim Motion"). Any Late
8 Claim Motion must be filed with the Court on or before the date to be established in the
9 Confirmation Order, and must state the reason(s) the Creditor failed to file the Proof of Claim by the
10 Claims Bar Date and all other grounds justifying the deeming of the Proof of Claim as timely. The
11 notice of Plan Confirmation to be delivered pursuant to Rules 3020(c) and 2002(f) of the Bankruptcy
12 Rules will set forth such date and constitute notice of such Late Claim Motion bar date. The
13 FAILURE TO FILE A LATE CLAIM MOTION BY SUCH DEADLINE SHALL RESULT IN
14 THE LATE FILED CLAIM BEING (A) AUTOMATICALLY DISALLOWED AND EXPUNGED,
15 (B) FOREVER BARRED FROM ASSERTION, AND (C) NOT ENFORCEABLE AGAINST THE
16 DEBTOR, ITS ESTATE OR ITS PROPERTY WITHOUT THE NEED FOR ANY OBJECTION
17 BY THE DEBTOR OR REORGANIZED DEBTOR (AS APPLICABLE), OR FURTHER
18 ACTION, ORDER OR RULING BY OR OF THE COURT. All rights of the Debtor or the
19 Reorganized Debtor to object to all Late Claim Motions are expressly reserved and preserved.

20 All Creditors that are subject to a different Proof of Claim filing deadline or bar date
21 established separately during the pendency of the Chapter 11 Case by Court Order or otherwise are
22 not required to file a Late Claim Motion.

23 **IX.**

24 **OTHER PLAN PROVISIONS**

25 **A. Releases by the Debtor**

26 **As of the Effective Date, for good and valuable consideration, the adequacy of**
27 **which is hereby confirmed, the Debtor, its Estate and/or the Reorganized Debtor will be**
28 **deemed to release forever, waive, and discharge all claims, obligations, suits, judgments, damages,**

1 demands, debts, rights, Causes of Action, and liabilities (other than the right of the Debtor to
2 enforce the Plan and the contracts, instruments, releases, indentures, and other agreements or
3 documents delivered hereunder, and liabilities arising after the Effective Date in the ordinary
4 course of business) whether liquidated or unliquidated, fixed or contingent, matured or
5 unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising, in
6 law, equity, or otherwise that are based in whole or part on any act omission, transaction, event,
7 or other occurrences taking place on or prior to the Effective Date in connection with, relating
8 to, or arising out of the Debtor, the Chapter 11 Case, the Sale, the negotiation and filing of the
9 Plan, this Disclosure Statement, the filing of the Chapter 11 Case, the pursuit of Confirmation
10 of the Plan, the consummation of the Plan, the administration of the Plan, or the property to be
11 liquidated and/or distributed under the Plan, and that could have been asserted by or on behalf of
12 the Debtor or its Estate, in any such case, against the Debtor Released Parties.

13 No provision of the Plan or of the Confirmation Order, including without limitation, any
14 release or exculpation provision, shall modify, release or otherwise limit the liability of any
15 person not specifically released hereunder, including without limitation, any person that is a
16 co-obligor or joint tortfeasor of a Debtor Released Party or that otherwise is liable under
17 theories of vicarious or other derivative liability.

18 Wells Fargo and Wells Fargo Northwest each shall be a Debtor Released Party if Wells
19 Fargo Northwest votes to accept the Plan and the lesser treatment provided for its Class 2a
20 Claim under the Class 2a Ballot.

21 **B. Release by Holders of Claims**

22 On the Effective Date (a) each Person that votes to accept the Plan, and (b) to the fullest
23 extent permissible under applicable law, as such law may be extended or interpreted
24 subsequent to the Effective Date, all Holders of Claims (each, a "Release Obligor"), in
25 consideration for the obligations of the Debtor and Reorganized Debtor under the Plan and the
26 Cash and other consideration to be delivered in connection with the Plan, shall have
27 conclusively, absolutely, unconditionally, irrevocably and forever, released each Released Party
28 from any claim or cause of action existing as of the Effective Date arising from, based on or

1 relating to, in whole or in part, the subject matter of, or the transaction or event giving rise to,
2 the Claim of such Release Obligor, and any act, omission, occurrence or event in any manner
3 related to such subject matter, transaction or obligation and any act, omission, occurrence,
4 representation or failure to act that occurred prior to the Petition Date, including the decision to
5 file and the preparation and filing of the Chapter 11 Case and the timing of the commencement
6 of the Chapter 11 Case.

7 Notwithstanding anything to the contrary in the Plan or the Confirmation Order, Louis
8 S. Wang shall not be deemed to have released any (i) liabilities, interests, rights, damages,
9 claims, or causes of action against John Z. Blazeovich solely related to personal loans by Mr.
10 Wang to Mr. Blazeovich (if any), and (ii) interests, liabilities, rights, damages, claims, or causes
11 of action in, to or against Yeenin Frozen Foods, Co.

12 Wells Fargo and Wells Fargo Northwest each shall be a Released Party if Wells Fargo
13 Northwest votes to accept the Plan and the lesser treatment provided for its Class 2a Claim
14 under the Class 2a Ballot.

15 **C. Injunction**

16 Except as otherwise provided in the Plan, the Confirmation Order shall provide, among
17 other things, that from and after the Effective Date all Persons who have held, hold or may
18 hold Claims against or Interests in the Debtor are permanently enjoined from taking any of
19 the following actions against the Estate, the Reorganized Debtor, or any of their property on
20 account of any such Claims or Interests: (A) commencing or continuing, in any manner or in
21 any place, directly or indirectly, any suit, action or other proceeding of any kind; (B)
22 enforcing, attaching, collecting, or recovering in any manner any judgment, award, decree or
23 order; (C) creating, perfecting, or enforcing any lien or encumbrance; (D) asserting a setoff,
24 right of subrogation, or recoupment of any kind against any debt, liability, or obligation due to
25 the Debtor; and (E) commencing or continuing, in any manner or in any place, any action that
26 does not comply with or is inconsistent with the provisions of the Plan; provided, however, that
27 nothing contained herein shall preclude such Persons from exercising their rights pursuant to
28 and consistent with the terms of the Plan or the Confirmation Order.

1 **D. Term of Bankruptcy Injunction or Stays**

2 All injunctions or stays provided for in the Chapter 11 Case under Bankruptcy Code section
3 105 or 362, or otherwise, and in existence on the Confirmation Date, shall remain in full force
4 and effect until the Effective Date. Upon the Effective Date, the injunction provided in Article VII of
5 the Plan shall apply.

6 **E. Exculpation**

7 **Except to the extent arising from willful misconduct or gross negligence, any and all**
8 **claims, liabilities, causes of action, rights, damages, costs and obligations held by any party**
9 **against the Exculpation Parties and their respective attorneys, accountants, agents and other**
10 **professionals, and their officers, directors and employees, whether known or unknown,**
11 **matured or contingent, liquidated or unliquidated, existing, arising or accruing, whether or**
12 **not yet due in any manner related to the Debtor, the Chapter 11 Case, the Sale, the negotiation**
13 **and filing of the Plan, this Disclosure Statement, the filing of the Chapter 11 Case, the pursuit of**
14 **Confirmation of the Plan, the consummation of the Plan, the administration of the Plan, or the**
15 **property to be liquidated and/or distributed under the Plan , will be deemed fully waived,**
16 **barred, released and discharged in all respects, except as to rights, obligations, duties, claims**
17 **and responsibilities preserved, created or established by terms of the Plan.**

18 Pursuant to section 1125(e) of the Bankruptcy Code, the Debtor and the Committee and
19 their respective present and former members, officers, directors, employees, agents, advisors,
20 representatives, successors or assigns, and any Professionals (acting in such capacity)
21 employed by any of the foregoing entities will neither have nor incur any liability to any
22 Person for their role in soliciting acceptance or rejection of the Plan.

23 Wells Fargo and Wells Fargo Northwest each shall be an Exculpated Party if Wells
24 Fargo Northwest votes to accept the Plan and the lesser treatment provided for its Class 2a
25 Claim under the Class 2a Ballot.

26 **F. Releases and Exculpation Provided John Z. Blazeovich**

27 The inclusion of Mr. Blazeovich as one of the Debtor Released Parties, Released Parties, and
28 Exculpation Parties is in exchange for Mr. Blazeovich's extensive involvement in this Chapter 11

1 Case. As discussed in Article VI.C of this Disclosure Statement, Mr. Blazeovich's agreement to enter
2 into a settlement with the Debtor and the Committee was a critical component to the overall success
3 of the Sale. Specifically, Mr. Blazeovich settled claims in connection with certain of the Debtor's
4 intellectual property that was subject to the Sale, and in the process walked away from a multi-
5 million claim against the Sale proceeds in exchange for an Allowed Class 4 subordinated Claim.
6 The Court approved the settlement agreement on July 15, 2011 (Dkt. No. 378). Without Mr.
7 Blazeovich's cooperation the Sale likely would not have closed.

8 Further, all of the employees at the Debtor's former businesses with knowledge of the Claims
9 and Causes of Action have either left or been terminated. Mr. Blazeovich's involvement to date with
10 the Disputed Claims Process has proved invaluable, and his continued involvement and cooperation
11 with that process and the prosecution of Causes of Action is necessary to increase Distributable Cash
12 for Holders of Class 3 Claims and efficiently wind down the Estate. The Debtor believes that
13 without Mr. Blazeovich's involvement, there will be less Distributable Cash available for Distribution
14 to Holders of Allowed Claims.

15 **G. Nondischarge of the Debtor**

16 In accordance with section 1141(a)(3) of the Bankruptcy Code, the Confirmation Order will
17 not discharge Claims. However, no Holder of a Claim may receive any payment from, or seek
18 recourse against, any Assets that are to be Distributed under the Plan other than Assets required to be
19 Distributed to that Holder pursuant to the Plan. As of the Confirmation Date, all Persons are
20 enjoined from asserting against any property that is to be Distributed under the Plan any Claims,
21 rights, causes of action, liabilities, or interests based upon any act, omission, transaction, or other
22 activity that occurred before the Confirmation Date except as expressly provided in the Plan or the
23 Confirmation Order.

24 **H. Entry of a Final Decree**

25 Promptly following the liquidation or other disposition of all remaining Assets, and
26 Distribution of all Distributable Cash and monies in the Reserves pursuant to the Plan, the
27 Reorganized Debtor, in consultation with the Post-Effective Date Committee, will file a motion with
28 the Court to obtain entry of a final decree closing the Chapter 11 Case. Upon the entry of the final

1 decree, the Reorganized Debtor, in consultation with the Post-Effective Date Committee, will be
2 authorized in its sole and absolute discretion to have discarded or destroyed any and all pre-Effective
3 Date books and records of the Debtor in said parties' custody or control.

4 **I. Exemption from Stamp, Transfer and Other Taxes**

5 Pursuant to section 1146(a) of the Bankruptcy Code, the issuance, transfer, or exchange of
6 Assets under the Plan by the Debtor, the creation of any mortgage, deed of trust, or other security
7 interest, the making or assignment of any lease or sublease, or the making or delivery of any deed or
8 instrument of transfer under, in furtherance of, or in connection with the Plan, shall not be subject to
9 any stamp, real estate transfer, mortgage recording, or other similar tax.

10 **J. Post-Effective Date Quarterly Fees**

11 After the Effective Date, the Reorganized Debtor will pay all U.S. Trustee Fees.

12 **K. Post-Effective Date Status Reports**

13 The Reorganized Debtor, in consultation with the Post-Effective Date Committee, will file
14 status reports regarding the status of implementation of the Plan and the review, prosecution and
15 resolution of Causes of Action, respectively, every 120 days following the entry of the Confirmation
16 Order through entry of a final decree closing the Case, or as otherwise ordered by the Court.

17 **L. Withholding and Reporting Requirements**

18 In connection with the consummation of the Plan, the Reorganized Debtor will comply with
19 all withholding and reporting requirements imposed by any federal, state, local or foreign taxing
20 authority and all Distributions hereunder will be subject to any such withholding and reporting
21 requirements. The Reorganized Debtor may reasonably request tax reporting information from
22 Persons entitled to receive Distributions under the Plan and may withhold the payment of such
23 Distributions pending the receipt of such tax reporting information.

24 **M. Evidence of Claims**

25 As of the Effective Date, evidence of Claims will represent only the right to receive the
26 Distributions contemplated under the Plan.

1 **N. Cancellation of Interests**

2 On the Effective Date of the Plan, all Interests shall be deemed without monetary value as a
3 result of the insolvency of the Debtor taking into account all Claims, including those in Class 4.
4 Because the value of the Debtor's Assets is less than the total value of its liabilities, it is impossible
5 for Holders of Interests to be entitled to receive any Distributions on account of such Interests. All
6 Interests shall be deemed cancelled, annulled and extinguished without any further action by the
7 Debtor or any other entity upon the later of (i) a filing by the Reorganized Debtor with the Court
8 stating that all Assets have been Distributed pursuant to the Plan, and (ii) the dissolution of the
9 Reorganized Debtor in accordance with applicable law and, if necessary, the filing of a certificate of
10 dissolution with the appropriate office of the State of California.

11 Upon such cancellation, any issued and outstanding shares of common stock, preferred stock,
12 stock options, warrants, membership interests, or other evidence of Interests in securities of the
13 Debtor will be of no further force or effect. Holders of Interests will retain no rights and receive no
14 consideration on account of these Interests, and entities holding any evidence of Interests in the
15 Debtor will have no rights arising from or relating to such evidence of their Interests or their
16 cancellation.

17 **O. No Admissions**

18 Except as specifically provided in the Plan, nothing contained in the Plan will be deemed or
19 construed in any way as an admission by the Debtor or its Estate with respect to any matter set forth
20 in the Plan, including the amount or allowability of any Claim, or the value of any property of the
21 Estate.

22 Notwithstanding anything to the contrary in the Plan, if the Plan is not confirmed or the
23 Effective Date does not occur, the Plan will be null and void, and nothing contained in the Plan will:

24 (a) be deemed to be an admission by the Debtor with respect to any matter discussed in the Plan,
25 including liability on any Claim or the propriety of any Claim's classification; (b) constitute a
26 waiver, acknowledgement, or release of any Claims, Interests, or any claims held by the Debtor; or
27 (c) prejudice in any manner the rights of the Debtor or the Estate in any further proceedings.
28

1 **P. Revocation of the Plan**

2 The Debtor reserves the right to withdraw the Plan before the Confirmation Date.

3 **Q. Successors and Assigns**

4 The rights, benefits, and obligations of any entity referred to in the Plan will be binding on,
5 and will inure to the benefit of, any heir, executor, administrator, successor, or assign of that entity.

6 **R. Nonconsensual Confirmation**

7 In the event that the Classes entitled to vote to accept or reject the Plan fail to accept the Plan
8 in accordance with section 1129(a)(8) of the Bankruptcy Code, the Debtor reserves the right to
9 modify the Plan in accordance with section 1127(a) of the Bankruptcy Code.

10 **S. Saturday, Sunday, or Legal Holiday**

11 If any payment or act under the Plan should be made or performed on a day that is not a
12 Business Day, then the payment or act may be completed on the next succeeding day that is a
13 Business Day, in which event the payment or act will be deemed to have been completed on the
14 required day.

15 **T. No Waiver**

16 The Debtor intends to file numerous objections to Claims. However, no action or failure to
17 act other than a legally effective express waiver or release will be deemed a waiver or release of the
18 right of the Debtor or the Reorganized Debtor (as applicable), before or after solicitation of votes on
19 the Plan or before or after Confirmation or the Effective Date to (a) object to or examine any Claim
20 or Administrative Expense Claim, in whole or in part, or (b) retain and either assign or exclusively
21 assert, pursue, prosecute, utilize, otherwise act or otherwise enforce any Cause of Action.

22 **U. Plan Modification**

23 Subject to the restrictions set forth in section 1127 of the Bankruptcy Code, the Debtor
24 reserves the right to alter, amend, or modify the Plan before it is substantially consummated.

25 **V. Retention of Jurisdiction**

26 **1. Jurisdiction**

27 Until the Chapter 11 Case is closed, the Court shall retain the fullest and most extensive
28 jurisdiction as is legally permissible under applicable law, including under sections 105(a) and

1 1142 of the Bankruptcy Code, including that which is necessary to ensure that the purpose and intent
2 of the Plan are carried out and to hear and determine all objections thereto that could have been
3 brought before the entry of the Confirmation Order. The Court will retain jurisdiction to hear and
4 determine all Claims against and Interests in the Debtors and to enforce all Causes of Action and
5 any related counterclaims, cross-claims, and/or third-party claims over which the Court otherwise
6 has jurisdiction. Nothing contained in the Plan will prevent the Debtor from taking any action as
7 may be necessary to enforce any Cause of Action that may exist on behalf of the Debtor and that may
8 not have been enforced or prosecuted by the Debtor.

9 **2. Examination of Claims**

10 Following the Confirmation Date, the Court will retain jurisdiction over the Disputed Claims
11 Process and decide any disputes concerning the classification and allowance of any Claim or
12 Interest and the reexamination of Claims that have been allowed for the purposes of voting, and the
13 determination of any objections as may be filed to Claims. The failure of the Debtor to object to,
14 or to examine, any Claim for the purposes of voting will not be deemed a waiver of its right to object
15 to, or to re-examine, the Claim in whole or in part.

16 **3. Determination of Disputes**

17 The Court will retain jurisdiction after the Confirmation Date to determine (a) all
18 questions and disputes regarding title to Assets, (b) disputes concerning the allowance of Claims,
19 (c) all Causes of Action, controversies, disputes, or conflicts, whether or not subject to any pending
20 action, to recover property pursuant to the provisions of the Bankruptcy Code, and (d) all disputes
21 and controversies regarding the operation, implementation, and interpretation of the Plan, the
22 Confirmation Order, and any agreements that are identified or implement the Plan or the
23 Confirmation Order.

24 **4. Additional Purposes**

25 Under sections 105(a) and 1142 of the Bankruptcy Code, and notwithstanding entry of the
26 Confirmation Order, occurrence of the Effective Date and/or substantial consummation of the
27 Plan, the Court will retain exclusive jurisdiction over all matters arising out of or related to the
28 Chapter 11 Case and the Plan to the fullest extent permitted by applicable law, including but not

1 limited to jurisdiction to:

2 (a) hear and determine any modification of the Plan pursuant to section 1127 of
3 the Bankruptcy Code, to cure any defect or omission or reconcile any inconsistency in the Plan, or
4 any Order of the Court, including the Confirmation Order, in such a manner as may be necessary or
appropriate to carry out the purposes and effects thereof;

5 (b) hear and determine disputes, issue injunctions, enter and implement other
6 Orders and take such other actions as may be necessary or appropriate to execute, interpret,
7 implement, consummate, or enforce the terms and conditions of the Plan and the transactions
8 contemplated thereunder, the Confirmation Order, this Disclosure Statement, or any other
9 Order of the Court, or to maintain the integrity of the Plan following Confirmation;

10 (c) hear and determine any and all adversary proceedings, motions,
11 applications, and contested or litigated matters arising out of or related to Chapter 11 Case or
12 the Plan;

13 (d) enforce all Orders, judgments, injunctions, releases, exculpations,
14 indemnifications, and rulings entered or approved in the Chapter 11 Case;

15 (e) hear and determine all disputes involving the existence, nature, or scope of the
16 discharge, injunctions, releases, exculpations, and indemnifications granted pursuant to the Plan or
17 the Confirmation Order;

18 (f) hear and determine disputes arising in connection with the execution,
19 interpretation, implementation, consummation, or enforcement of the Plan, the Confirmation
20 Order, any transactions, performance or payments provided for or contemplated in the Plan or
21 the Confirmation Order, or any agreement, instrument or other document governing or relating to
22 any of the foregoing;

23 (g) construe and apply any findings of fact and/or conclusions of law made in or
24 in connection with the Confirmation Order;

25 (h) adjudicate matters arising in the Chapter 11 Case, including matters relating
26 to the formulation and consummation of the Plan;

27 (i) enter any Orders, including injunctions, as are necessary to enforce title,
28 rights, and powers of the Debtors to impose any limitations, restrictions, terms and conditions on
such title, rights, and powers as the Court may deem necessary;

(j) hear and determine all questions and disputes regarding title to or recovery of
the Assets and property of the Debtor;

(k) enter a final decree closing the Chapter 11 Case;

(l) correct any defect, cure any omission, or reconcile any inconsistency in the
Plan or the Confirmation Order as may be necessary to carry out the purposes and intent of the Plan
and the Confirmation Order including the adjustment of the date(s) of performance under the Plan
and any other documents related thereto if the Effective Date does not occur as provided herein, so
that the intended effect of the Plan and such other documents may be substantially realized thereby;

(m) enter, implement or enforce such Orders as may be appropriate if the
Confirmation Order is for any reason stayed, reversed, revoked, modified, or vacated;

(n) hear and determine all applications for compensation and reimbursement of

1 expenses of Professionals or any other Person under the Plan or under sections 330, 331, 503(b),
2 1103 and 1129(a)(4) of the Bankruptcy Code;

3 (o) hear and determine issues concerning federal tax reporting and
4 withholding that arise in connection with the Confirmation or consummation of the Plan;

5 (p) hear and determine issues concerning state, local and federal taxes in
6 accordance with sections 346, 505 and 1146 of the Bankruptcy Code;

7 (q) hear and determine any objection to any Claim (including any
8 Administrative Claim), including the allowance, classification, priority, secured status,
9 compromise, estimation, subordination, or payment thereof;

10 (r) allow, disallow, determine, liquidate, classify, estimate or establish the
11 priority, secured, unsecured, or subordinated status of any Claim (including any Administrative
12 Claim) and to re-examine Claims that have been allowed for purposes of voting;

13 (s) hear and determine any Cause of Action and any collection or settlement
14 matters related thereto (if applicable);

15 (t) hear and determine any disputes or litigation regarding the validity,
16 priority, or extent of any lien and any Claim associated therewith; and

17 (q) hear and to determine any other matter related hereto and not inconsistent with
18 the Plan, the Confirmation Order, the Bankruptcy Code, or Title 28 of the United States Code.

19 **5. Failure of the Court to Exercise Jurisdiction**

20 If the Court abstains from exercising, or declines to exercise, jurisdiction or is otherwise
21 without jurisdiction over any matter arising in, arising under, or related to the Chapter 11 Case,
22 including the matters set forth in Article VIII of the Plan, the provisions of this Article IX shall
23 have no effect upon and shall not control, prohibit, or limit the exercise of jurisdiction by any other
24 court having jurisdiction with respect to such matter.

25 **X.**

26 **CERTAIN RISK FACTORS TO BE CONSIDERED**

27 Holders of Allowed Claims entitled to vote on the Plan should read and consider carefully
28 the factors set forth below, as well as other information set forth in this Disclosure Statement and the
documents delivered together herewith and/or incorporated by reference herein, prior to voting to
accept or reject the Plan.

1 **A. Certain Risk Factors**

2 Holders of Claims should read and consider carefully the risk factors discussed herein prior
3 to voting on the plan. These risk factors, however, should not be regarded as constituting the only
4 risks involved in connection with the Plan or its implementation.

5 **B. Reliance Solely on Disclosure Statement Regarding Acceptance/Rejection**

6 No representations concerning or related to the Debtor, the Chapter 11 Case, or the Plan, are
7 authorized by the Court or the Bankruptcy Code, other than as set forth in this Disclosure Statement.
8 Any representations or inducements made to secure the acceptance, or rejection, of the Plan that are
9 other than as contained in, or included with, this Disclosure Statement should not be relied upon by
10 you.

11 **C. All Information was Provided by the Debtor, and was Relied Upon by Professionals**

12 All counsel and other Professionals for the Debtor and its Estate have relied upon
13 information provided by the Debtor in connection with the preparation of this Disclosure Statement.
14 Although counsel for the Debtor has performed certain limited due diligence in connection with the
15 preparation of this Disclosure Statement, counsel has not verified independently the information
16 contained herein.

17 **D. No Duty to Update Disclosure Statement**

18 The statements contained in this Disclosure Statement are made by the Debtor, as of the date
19 hereof, unless otherwise specified herein, and the delivery of this Disclosure Statement after that
20 date does not imply that there has been no change in the information set forth herein since that date.
21 The Debtor has no duty to update this Disclosure Statement.

22 **E. Risk that the Debtor Will Have Insufficient Cash for the Plan to Become Effective**

23 The Plan cannot be confirmed by the Court unless the Debtor has sufficient funds by the
24 Effective Date to pay or reserve for all Allowed Administrative Claims, Allowed Priority Tax
25 Claims, and Allowed Priority Non-Tax Claims, unless particular Holders of such Claims agree to a
26 deferred payment of their Claims. The Debtor believes that at the time of Confirmation it will have
27 sufficient Cash to satisfy or reserve for all such Claims.
28

1 **F. Risk Regarding the Distributions to Be Made to Holders of Allowed Claims**

2 While the Debtor has endeavored to project what it believes are likely to be the Distributions
3 to Holders of Allowed Claims, there can be no certainty that Holders of Allowed Claims will
4 actually receive the Distributions described in the Plan. The Debtor's projections will necessarily be
5 affected by, among other things: (1) recoveries that the Debtor or Reorganized Debtor (as
6 applicable) generates from the Causes of Action; (2) recoveries that the Debtor or Reorganized
7 Debtor (as applicable) generates in connection with the liquidation of all other Assets; (3) the
8 outcome of the Disputed Claims Process; and (4) the cost and expenses of such actions and the
9 implementation of the Plan.

10 FURTHER, AND ALTHOUGH THE DEBTOR DOES NOT CURRENTLY ANTICIPATE
11 THAT THE LOW END OF THE ESTIMATED PERCENTAGE RECOVERY FOR ALLOWED
12 CLASS 3b CLAIMS IN THE LIQUIDATION ANALYSIS IS LIKELY, THERE IS NO
13 GUARANTEE OR ASSURANCE THAT LITIGATION OF THE CAUSES OF ACTION AND/OR
14 THE RESOLUTION OF DISPUTED CLAIMS WILL MEET THE DEBTOR'S EXPECTATIONS
15 AND, AS A RESULT, MAY NEGATIVELY IMPACT THE OVERALL AMOUNT OF
16 DISTRIBUTABLE CASH. GIVEN THESE UNCERTAINTIES, THERE IS A RISK THAT THE
17 ULTIMATE RECOVERY AND DISTRIBUTION TO ALLOWED CLASS 3b CLAIMS MAY BE
18 LOWER THAN ALLOWED CLASS 3a CLAIMS. LIKewise, AS INDICATED IN THE
19 LIQUIDATION ANALYSIS, THERE IS A RISK THAT THE ULTIMATE RECOVERY AND
20 DISTRIBUTION TO ALLOWED CLASS 3b CLAIMS WILL BE HIGHER THAN ALLOWED
21 CLASS 3a CLAIMS. HOLDERS OF GENERAL UNSECURED CLAIMS IN CLASS 3 SHOULD
22 CAREFULLY REVIEW THIS DISCLOSURE STATEMENT AND THE PLAN TO DETERMINE
23 WHICH OPTION, CLASS 3a OR CLASS 3b, REPRESENTS THE BEST OPTION FOR THEM.

24 Certain of the information contained in this Disclosure Statement is, by nature, forward
25 looking, and contains estimates and assumptions which may ultimately prove to be incorrect, and
26 contains projections which may be materially different from actual future results. There are
27 uncertainties associated with any projections and estimates, and all such projections and estimates
28

1 should not be considered assurances or guarantees of the amount of funds that might become
2 available for Distribution, or the amount of Claims that might be Allowed.

3 **G. No Legal or Tax Advice is Provided to You by this Disclosure Statement**

4 The contents of this Disclosure Statement should not be construed as legal, business or tax
5 advice to you. Each Holder of a Claim or Interest should consult his, her, or its own legal counsel
6 and accountant as to legal, tax, and other matters concerning his, her, or its Claim or Interest.

7 **H. This Disclosure Statement was Not Approved by the Securities and Exchange**
8 **Commission**

9 Although a copy of this Disclosure Statement has been served on the United States Securities
10 and Exchange Commission (“SEC”), this Disclosure Statement has not been registered under the
11 Securities Act of 1933, as amended, or applicable State securities laws. Neither the SEC, nor any
12 State regulatory authority, has passed upon the accuracy or adequacy of this Disclosure Statement,
13 the exhibits hereto, or the statements contained herein, and any representation to the contrary is
14 unlawful.

15 **I. Bankruptcy Risks**

16 **1. Confirmation of the Plan is Not Assured**

17 Although the Debtor believes that the Plan will satisfy all requirements necessary for
18 Confirmation under the Bankruptcy Code, there can be no assurance that the Court will reach the
19 same conclusion. There can also be no assurance that modifications to the Plan will not be required
20 for Confirmation, or that such modifications would not necessitate a resolicitation of votes.
21 Additionally, if the conditions to Confirmation set forth in the Plan are not satisfied or waived, the
22 Plan may not, by its own terms, be confirmed by the Court.

23 **2. Objection to Classifications**

24 Section 1122 of the Bankruptcy Code provides that a plan may place a claim or an interest in
25 a particular class only if such claim or interest is substantially similar to the other claims or interests
26 of such class. The Debtor believes that the classification of Claims and Interests are appropriate and
27 comply with section 1122 of the Bankruptcy Code. However, there can be no assurance that the
28 Court will reach the same conclusion.

1 received by the Voting Agent prior to the Voting Deadline (or the first mail collection on the Voting
2 Deadline, as the case may be) shall be deemed to reflect the voter's intent, and thus shall supersede
3 and replace any prior cast Ballot(s), and any prior cast Ballot(s) shall not be counted.

4 If you are the Holder of the Class 2a Claim, or the Holder of a Claim in Classes 3 or 4 and
5 (a) did not receive a Ballot, (b) received a damaged or illegible Ballot, or (c) lost your Ballot, please
6 contact the Voting Agent.

7 FOR YOUR VOTE TO COUNT, YOUR BALLOT MUST BE ACTUALLY RECEIVED
8 BY COUNSEL FOR THE DEBTOR NO LATER THAN 5:00 P.M., PACIFIC TIME, ON
9 DECEMBER 9, 2011.

10 **A. Parties Entitled to Vote**

11 Subject to the provisions of the Disclosure Statement Order, any Holder of a Claim against
12 the Debtor as of the Petition Date is entitled to vote to accept or reject the Plan if (1) such Claim is
13 Impaired under the Plan and is not of a Class that is deemed to have rejected the Plan pursuant to
14 section 1126(f) of the Bankruptcy Code, and (2) either (a) such Holder's Claim has been scheduled
15 by the Debtor (and such Claim is not scheduled as disputed, contingent, or unliquidated), or (b) such
16 Holder has filed a Proof of Claim on or before the Claims Bar Date.

17 Subject to the provisions of the Disclosure Statement Order, any Holder of a Claim against
18 the Debtor as the Petition Date will be disallowed for voting purposes if such Holder's Claim is
19 listed in the Schedules as contingent, unliquidated, or disputed, and a Proof of Claim was not timely
20 filed. **Further, if the Debtor has served and filed an objection to a Claim no later than 30 days**
21 **prior to the Voting Deadline, such Claim shall be disallowed for voting purposes unless either**
22 **(a) the Holder of such Claim elects to receive a Class 3a Claim, or (b) no later than 7 days**
23 **prior to the Voting Deadline, (i) such Claim is Allowed by Order of the Court; (ii) such Claim**
24 **is temporarily allowed for voting purposes by Order of the Court; (iii) the amount of such**
25 **Claim is Allowed for voting purposes by stipulation with the Debtor; or (iv) the objection is**
26 **withdrawn.**

1 A vote on the Plan may be disregarded if the Court determines, after notice and a hearing,
 2 that such vote was not solicited or procured in good faith or in accordance with the provisions of the
 3 Bankruptcy Code.

4 The following chart summarizes which Classes of Claims and Interests are Impaired and
 5 which Classes of Claims are Unimpaired under the Plan.

<u>CLASS</u>	<u>DESCRIPTION</u>	<u>IMPAIRED/ UNIMPAIRED</u>	<u>VOTING STATUS</u>
Class 1	Priority Non-Tax Claims	Unimpaired	Deemed to Accept Plan
Class 2a	Wells Fargo Aircraft Lease Claim	<u>Unimpaired</u> if Wells Fargo Northwest does not accept lesser treatment provided under Class 2a by voting to accept the Plan.	Deemed to Accept Plan
		<u>Impaired</u> if Wells Fargo Northwest accepts lesser treatment by affirmatively voting to accept the Plan on its Class 2a Ballot	Entitled to Vote
Class 2b	Other Secured Claims	Unimpaired	Deemed to Accept the Plan
Class 3	General Unsecured Claims	Impaired	Entitled to Vote on Plan
Class 4	Subordinated Allowed General Unsecured Claims	Impaired	Entitled to Vote on Plan
Class 5	Interests	Impaired	Deemed to Reject the Plan

23 If you are the Holder of the Class 2a Claim, or a Claim in Class 3 and/or Class 4,
 24 accompanying this Disclosure Statement is a Ballot for casting your vote(s) on the Plan and a pre-
 25 addressed envelope for the return of the Ballot. Mr. Blazeovich's vote, if any, to accept the Plan will
 26 not be counted for purposes of determining if Class 4 has accepted the Plan in accordance with
 27 section 1129(a)(10) of the Bankruptcy Code.
 28

Kalley Dye & Warren LLP
 101 Park Avenue
 New York, New York 10178

1 **B. Standards for Acceptance of a Class**

2 The Bankruptcy Code defines acceptance of a plan of reorganization by a class of claims as
3 acceptance by holders of at least two-thirds in dollar amount and more than one-half in number of
4 the claims of that class that actually cast ballots for acceptance or rejection of such plan of
5 reorganization. Thus, acceptance by a Class of Claims occurs only if at least two-thirds in dollar
6 amount and a majority in number of the Holders of such Claims voting cast their Ballots in favor of
7 acceptance of the Plan.

8 **XII.**

9 **CONFIRMATION OF THE PLAN**

10 Under the Bankruptcy Code, the following steps must be taken to confirm the Plan.

11 **A. Confirmation Hearing**

12 Section 1128(a) of the Bankruptcy Code requires the Court, after notice, to hold a hearing on
13 confirmation of a plan of reorganization. By order of the Court, the Confirmation Hearing has been
14 scheduled for December 15, 2011 at 2:30 p.m. (Pacific Time) at the United States Bankruptcy Court
15 for the Central District of California, 255 East Temple Street, Courtroom 1539, Los Angeles,
16 California. The Confirmation Hearing may be adjourned from time to time by the Court without
17 further notice except for an announcement made at the Confirmation Hearing or any adjournment
18 thereof.

19 Section 1128(b) of the Bankruptcy Code provides that any party in interest may object to
20 confirmation of a plan. Any objection to Confirmation of the Plan must be in writing, conform to
21 the Bankruptcy Rules, set forth the name of the objecting party, the nature and amount of the Claim
22 held or asserted by the objecting party against the Debtor's Estate, the basis for the objection, and
23 the specific grounds therefor. The objection, together with proof of service thereof, must be filed
24 with the Court and served in a manner so as to be received on or before by 5:00 p.m. (Pacific) on
25 December 9, 2011 by the parties set forth in Article III.F of this Disclosure Statement.

26 Objections to Confirmation of the Plan are governed by Rule 9014 of the Federal Rules of
27 Bankruptcy Procedure. **UNLESS AN OBJECTION TO CONFIRMATION IS TIMELY AND
28 PROPERLY SERVED AND FILED, IT MAY NOT BE CONSIDERED BY THE COURT.**

1 **B. Requirements for Confirmation of the Plan**

2 At the Confirmation Hearing, the Court will confirm the Plan only if all of the requirements
3 of section 1129 of the Bankruptcy Code are met. Among the requirements for Confirmation are that
4 the Plan (1) is accepted by all Impaired Classes of Claims and Interests or, if rejected by an Impaired
5 Class, that the Plan “does not discriminate unfairly” and is “fair and equitable” as to such Class, (2)
6 is feasible, and (3) is in the “best interests” of holders of Claims and Interests Impaired under the
7 Plan.

8 **1. Acceptance**

9 The Class 2a Claim (if Wells Fargo Northwest affirmatively votes to accept the Plan) and
10 Claims in Classes 3 and 4 are Impaired,¹³ and the Holders of such Claims are entitled to vote on the
11 Plan and, therefore, these Classes must accept the Plan in order for the Plan to be confirmed without
12 application of the “fair and equitable test,” described below, to such Classes. As stated above, a
13 Class of Claims will have accepted the Plan if the Plan is accepted by at least two-thirds in dollar
14 amount, and a majority in number of the Claims of each such Class (other than any Claims of
15 Creditors designated under section 1126(e) of the Bankruptcy Code) that have voted to accept or
16 reject the Plan.

17 The Class 2a Claim (if Wells Fargo Northwest does not vote to accept the Plan) and Claims
18 in Classes 1 and 2b are Unimpaired by the Plan, and the Holders thereof are conclusively presumed
19 to have accepted the Plan.

20 Interests in Class 5 are deemed to have rejected the Plan.

21 **2. Fair and Equitable Test**

22 The Debtor will seek to have the Plan confirmed notwithstanding the rejection or deemed
23 rejection of the Plan by any Impaired Class of Claims or Interests. To obtain such Confirmation, the
24 Debtor must demonstrate to the Court that the Plan “does not discriminate unfairly” and is “fair and
25 equitable” with respect to such dissenting Impaired Class. A plan does not discriminate unfairly if
26 the legal rights of a dissenting class are treated in a manner consistent with the treatment of other
27

28 ¹³ As discussed above, Mr. Blazeovich’s vote, if any, to accept the Plan will not be counted for purposes of
determining if Class 4 has accepted the Plan in accordance with section 1129(a)(10) of the Bankruptcy Code.

1 classes whose legal rights are substantially similar to those of the dissenting class, and if no class
2 receives more than it is entitled to for its claims or interests. The Debtor believes that the Plan
3 satisfies this requirement.

4 The Bankruptcy Code establishes different “fair and equitable” tests for secured claims,
5 unsecured claims and interests, as follows:

6 **a. Secured Claims**

7 Either the Plan must provide (i) that the Holders of such Claims retain the liens securing such
8 Claims, whether the property subject to such liens is retained by the Debtor or transferred to another
9 entity, to the extent of the Allowed amount of such Claims, and each Holder of a Claim receives
10 deferred cash payments totaling at least the Allowed amount of such Claim, of a value, as of the
11 Effective Date of the Plan, of at least the value of such Holder’s interest in the Estate’s interest in
12 such property; (ii) for the sale of any property that is subject to the liens securing such Claims, free
13 and clear of such liens, with such liens to attach to the proceeds of such sale; or (iii) for the
14 realization by such Holders of the indubitable equivalent of such Claims.

15 **b. Unsecured Claims**

16 Either (i) each Holder of an Impaired Unsecured Claim receives or retains under the Plan
17 property of a value equal to the amount of its Allowed Claim, or (ii) the Holders of Claims and
18 Interests that are junior to the Claims of the dissenting Class will not receive any property under the
19 Plan.

20 **c. Interests**

21 Either (i) each Interest Holder will receive or retain under the Plan property of a value equal
22 to the greater of (y) the fixed liquidation preference or redemption price, if any, of such Interests;
23 (z) the value of the Interests, or (ii) the Holders of Interests that are junior to the Interests will not
24 receive any property under the Plan.

25 THE DEBTOR BELIEVES THAT THE PLAN MAY BE CONFIRMED ON A
26 NONCONSENSUAL BASIS (PROVIDED AT LEAST ONE IMPAIRED CLASS OF CLAIMS
27 VOTES TO ACCEPT THE PLAN). ACCORDINGLY, THE DEBTOR WILL DEMONSTRATE
28

1 AT THE CONFIRMATION HEARING THAT THE PLAN SATISFIES THE REQUIREMENTS
2 OF SECTION 1129(b) OF THE BANKRUPTCY CODE AS TO ANY NON-ACCEPTING CLASS.

3 **C. Feasibility**

4 The Bankruptcy Code requires that confirmation of a plan is not likely to be followed by the
5 liquidation, or the need for further financial reorganization of a debtor, unless such liquidation or
6 reorganization is proposed in the plan. The Plan contemplates that all Assets will be liquidated, sold,
7 transferred, abandoned, or otherwise disposed of, and all proceeds will be distributed to the Holders
8 of Claims. Since no further financial reorganization of the Debtor will be possible or is
9 contemplated, the Debtor believes that the Plan meets the feasibility requirement. In addition,
10 subject to the discussion of “Certain Risk Factors to be Considered” set forth in Article X of this
11 Disclosure Statement, the Debtor believes that sufficient funds will exist at the Effective Date to
12 make all payments required to be made on said date under the Plan.

13 **D. “Best Interests” Test**

14 With respect to each Impaired Class of Claims, Confirmation of the Plan requires that each
15 such Holder either (a) accepts the Plan, or (b) receives or retains under the Plan property of a value,
16 as of the Effective Date of the Plan, that is not less than the value such holder would receive or retain
17 if the Debtor were liquidated under chapter 7 of the Bankruptcy Code.

18 This analysis requires the Court to determine what the Holders of Allowed Claims in each
19 Impaired Class would receive from the liquidation of the Assets in the context of a chapter 7
20 liquidation case. In a chapter 7 liquidation, it is highly unlikely that there would be more money
21 available for Distribution to Creditors than under the Plan, but highly likely Distributions to
22 Creditors in a chapter 7 case would likely be materially delayed, given the substantial time that a
23 chapter 7 trustee would require to become familiar with the Debtor’s financial affairs, Assets and
24 Causes of Action. Further, the Estate’s administrative costs would likely be higher if the Case were
25 converted to a chapter 7 proceeding because, among other things, (i) the chapter 7 trustee and his or
26 her professionals and agents would incur substantial fees and costs in “getting up to speed”
27 regarding the Debtor, and (ii) under section 326(a) of the Bankruptcy Code, a chapter 7 trustee is
28 entitled to compensation based upon a percentage of all monies disbursed or turned over in the case

1 to parties in interest (excluding the debtor) and thus, recovery to Creditors would also be decreased
2 by such cost. Accordingly, the Debtor believes that if Creditors could or would receive anything in a
3 chapter 7 liquidation, such Persons may be expected to receive smaller Distributions pursuant to a
4 chapter 7 liquidation than under the Plan.

5 **XIII.**

6 **ALTERNATIVES TO CONFIRMATION OF THE PLAN**

7 The Debtor has evaluated all alternatives to the Plan. After studying these alternatives, the
8 Debtor has concluded that the Plan is the best alternative, and will maximize recoveries by parties in
9 interest, assuming Confirmation of the Plan.

10 Among other things, the administrative costs associated with converting the Case to a chapter
11 7 liquidation would be higher than if the Assets were liquidated pursuant to the Plan. See Exhibit B
12 (Liquidation Analysis), and Exhibit C (Notes to the Liquidation Analysis). The Debtor believes that
13 the Plan fairly adjusts the rights of various Classes of Creditors consistent with the Distribution
14 scheme embodied in the Bankruptcy Code and enables such Persons to realize the most possible
15 under the circumstances. In a chapter 7 liquidation, Holders of Allowed Claims receive
16 Distributions based on the liquidation or collection of the Assets. Such Assets would include the
17 same Assets being sold or collected under the Plan – or which have already been sold or collected
18 during the Chapter 11 Case pursuant to the Sale. However, the net proceeds from the collection and
19 sale of property of the Estate available for Distribution to Creditors would be reduced by the
20 commission payable to the chapter 7 trustee and the trustee’s attorneys and accounting fees, as in
21 addition to the administrative costs of the Chapter 11 Case.

22 A chapter 7 trustee would employ legal counsel and perhaps accountants that would add
23 additional administrative expenses in becoming educated about the Chapter 11 Case, and which
24 would be paid ahead of Allowed General Unsecured Creditors. The Debtor already has legal
25 counsel that is knowledgeable about Chapter 11 Case and the legal issues surrounding the Assets.
26 The Debtor also has its own accounting and administrative personnel who are best qualified to
27 resolve outstanding Claims. The invaluable advice of the Committee – which will continue to
28 supervise the Reorganized Debtor in the form of the Post-Effective Date Committee – would be lost.

1 The costs of familiarizing a trustee, new counsel, and perhaps new staff with issues relating to the
2 Chapter 11 Case will also increase the administrative expenses that are paid ahead of unsecured
3 creditors.

4 Because the Plan is a common fund plan (i.e., a plan that places all of the funds accumulated
5 or collected by the Debtor into a common fund to be shared in by all General Unsecured Creditors
6 holding Allowed Claims), by receiving its *Pro Rata* Share of the Distributable Proceeds (except to
7 the extent such Creditors chose to have their Claims treated as Allowed Class 3a Claims), all
8 General Unsecured Creditors will receive under the Plan proposed by the Debtor property of a value
9 that is not less than the amount such Creditors would receive in a chapter 7 case. But the Plan
10 proposed by the Debtor presents a better alternative to Creditors than a chapter 7 liquidation because
11 the Debtor can realize upon their own assets more quickly and cheaply than a trustee who is
12 unfamiliar with the Debtor's business and its assets and liabilities. This is particularly the case for
13 those General Unsecured Creditors that chose to have their Claims treated as Allowed Class 3a
14 Claims.

15 It is also anticipated that a chapter 7 liquidation would result in a significant delay in the
16 payments to Holders of Allowed Claims. Among other things, a chapter 7 case would trigger a new
17 bar date for filing Claims that would be more than 90 days following conversion of the Case to
18 chapter 7. (Fed. R. Bankr. P. 3002(c).) Hence, a chapter 7 liquidation would not only delay
19 Distribution but raise the prospect of additional Claims that were not asserted in the Chapter 11
20 Case.

21 Based on the foregoing, the Debtor and, subsequently, the Reorganized Debtor, is in the best
22 position to bring the greatest return to Holders of Allowed Claims. Because under the circumstances
23 here it will be advantageous to Holders of Allowed Claims to finish the liquidation in chapter 11, the
24 Holders of Allowed Claims should vote in favor of the Plan.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

XIV.

**CERTAIN U.S. FEDERAL TAX
CONSEQUENCES OF THE PLAN**

Confirmation of a plan of liquidation can have a number of tax implications upon the Holders of Claims and Interests against the Debtor, including, but not limited to, discharge/cancellation of indebtedness and capital gains/losses. Given the liquidating stature of the Debtor's Estate and diverse nature of the Holders of Claims and Interests, the Debtor has not undertaken an analysis of the tax consequences of the Plan upon Holders of Claims and Interests. Accordingly, Holders of Claims and Interests should consult competent tax counsel and other professionals for purposes of determining the specific tax consequences of the Plan with respect to a particular Holder of a Claim or Interest.

A Holder of an Allowed Claim who receives Cash or other consideration in satisfaction of any Allowed Claim may recognize ordinary income. Each Holder of a Claim is urged to consult with its tax advisor regarding the tax implications of any Distributions it may receive under the Plan.

THE TAX CONSEQUENCES TO HOLDERS OF CLAIMS OR INTERESTS MAY VARY BASED UPON THE INDIVIDUAL CIRCUMSTANCES OF EACH HOLDER. MOREOVER, THE TAX CONSEQUENCES OF CERTAIN ASPECTS OF THE PLAN MAY BE UNCERTAIN DUE TO, IN SOME CASES, THE LACK OF APPLICABLE LEGAL PRECEDENT AND THE POSSIBILITY OF CHANGES IN THE LAW. NO RULING HAS BEEN APPLIED FOR OR OBTAINED FROM THE INTERNAL REVENUE SERVICE WITH RESPECT TO ANY OF THE TAX ASPECTS OF THE PLAN AND NO OPINION OF COUNSEL HAS BEEN REQUESTED OR OBTAINED BY THE DEBTOR WITH RESPECT THERETO.

THIS DISCUSSION DOES NOT CONSTITUTE TAX ADVICE OR A TAX OPINION CONCERNING THE MATTERS DESCRIBED. THERE CAN BE NO ASSURANCE THAT THE INTERNAL REVENUE SERVICE WILL NOT CHALLENGE ANY OR ALL OF THE TAX CONSEQUENCES DESCRIBED HEREIN, OR THAT SUCH A CHALLENGE, IF ASSERTED, WOULD NOT BE UPHELD. ACCORDINGLY, EACH HOLDER OF A CLAIM OR INTEREST IS STRONGLY URGED TO CONSULT WITH HIS, HER OR ITS OWN TAX

1 ADVISOR REGARDING THE FEDERAL, STATE, LOCAL, OR OTHER TAX
2 CONSEQUENCES OF THE PLAN.

3 **IRS CIRCULAR 230 DISCLOSURE:** To ensure compliance with requirements
4 imposed by the IRS, we inform you that any U.S. federal tax advice contained in this document
5 is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding
6 penalties under the Internal Revenue Code, or (ii) promoting, marketing, or recommending to
7 another party any transaction or matter that is contained in this document.

8 **A. Information Reporting and Withholding**

9 All Distributions to Holders of Allowed General Unsecured Claims are subject to any
10 applicable tax withholding, including employment tax withholding. Under federal income tax law,
11 interest, dividends, and other reportable payments may, under certain circumstances, be subject to
12 “backup withholding” at the then applicable withholding rate (currently 28%). Backup withholding
13 generally applies if the holder (a) fails to furnish its social security number or other taxpayer
14 identification number (“TIN”), (b) furnishes an incorrect TIN, (c) fails properly to report interest or
15 dividends, or (d) under certain circumstances, fails to provide a certified statement, signed under
16 penalty of perjury, that the TIN provided is its correct number and that it is not subject to backup
17 withholding. Backup withholding is not an additional tax but merely an advance payment, which
18 may be refunded to the extent it results in an overpayment of tax. Certain Persons are exempt from
19 backup withholding, including, in certain circumstances, corporations and financial institutions.

20 **XV.**

21 **CONCLUSION**

22 Both the Debtor and the Committee recommend that all Holders of Claims receiving a Ballot
23 vote in favor of the Plan. The Debtor and the Committee believe that the Plan maximizes recoveries
24 to all Creditors and, thus, is in their best interests. The Plan as structured, among other things,
25 allows said parties to participate in Distributions in excess of those that would be available if the
26 Debtor were liquidated under chapter 7 of the Bankruptcy Code, and minimizes delays in recoveries
27 to all Creditors.
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Dated: November 3, 2011

PACHULSKI STANG ZIEHL & JONES LLP

By: /s/ Jeffrey W. Dulberg

Jeffrey N. Pomerantz (CA Bar No. 143717)

Jeffrey W. Dulberg (CA Bar No. 181200)

Local/Conflicts Counsel for Debtor

KELLEY DRYE & WARREN LLP

Craig A. Wolfe (CA Bar No. 200870)

Jason R. Alderson (CA Bar No. 233176)

Counsel for Debtor

EXHIBIT A – PLAN OF LIQUIDATION

1 Craig A. Wolfe (CA Bar No. 200870)
Jason R. Alderson (CA Bar No. 233176)
2 **KELLEY DRYE & WARREN LLP**
101 Park Avenue
3 New York, New York 10178-0002
Telephone: (212) 808-7800
4 Facsimile: (212) 808-7897
E-mail: cwolfe@kelleydrye.com;
5 jalderson@kelleydrye.com
6 *Counsel for Debtor*

7 Jeffrey N. Pomerantz (CA Bar No. 143717)
Jeffrey W. Dulberg (CA Bar No. 181200)
8 **PACHULSKI STANG ZIEHL & JONES LLP**
10100 Santa Monica Blvd., 11th Floor
9 Los Angeles, California 90067-4100
Telephone: (310) 277-6910
10 Facsimile: (310) 201-0760
E-mail: jpomerantz@pszjlaw.com; jdulberg@pszjlaw.com
11 *Local/Conflicts Counsel for Debtor*

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

14 In re:
15 CONTESSA LIQUIDATING CO., INC.
(f/k/a Contessa Premium Foods, Inc., a
16 California corporation),

17 Debtor.¹

Case No.: 2:11-bk-13454-PC

Chapter 11

**DEBTOR'S SECOND AMENDED CHAPTER
11 PLAN OF LIQUIDATION (DATED
NOVEMBER 3, 2011)**

Plan Confirmation Hearing

Date: December 15, 2011

Time: 2:30 p.m. (PT)

Place: Courtroom 1539

Edward R. Roybal Federal Bldg.

255 E. Temple Street

Los Angeles, CA 90012

Judge: Honorable Peter Carroll

27 ¹ The Debtor is formerly known as Contessa Premium Foods, Inc. The Debtor is a California corporation, Fed.
28 Tax I.D. No. 33-0020606. The Debtor's address is 222 West 6th Street, 8th Floor, San Pedro, California 90731.

1 NOTHING CONTAINED IN THIS DOCUMENT SHALL CONSTITUTE AN OFFER,
2 ACCEPTANCE OR A LEGALLY BINDING OBLIGATION OF THE DEBTOR OR
3 ANY OTHER PARTY IN INTEREST AS THIS PLAN REMAINS SUBJECT TO
4 APPROVAL BY THE BANKRUPTCY COURT AND OTHER CUSTOMARY
5 CONDITIONS. THIS PLAN IS NOT AN OFFER WITH RESPECT TO ANY
6 SECURITIES. ANY SUCH OFFER OR SOLICITATION WILL BE MADE ONLY IN
7 COMPLIANCE WITH ALL APPLICABLE SECURITIES LAWS. YOU SHOULD
8 NOT RELY ON THE INFORMATION CONTAINED IN OR THE TERMS OF THIS
9 PLAN FOR ANY PURPOSE PRIOR TO THE CONFIRMATION OF THIS PLAN BY
10 THE BANKRUPTCY COURT. THE INFORMATION CONTAINED IN THIS PLAN
11 IS PRELIMINARY AND DEVELOPMENTS MAY OCCUR THAT REQUIRE
12 MODIFICATIONS, ADDITIONS, OR DELETIONS TO THIS PLAN.
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

TABLE OF CONTENTS

1			
2			Page
3	I.	DEFINITIONS.....	1
4	II.	RULES OF INTERPRETATION.....	14
5	III.	PLAN OBJECTIVES.....	14
6	IV.	CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS	15
7	A.	Allowance and Treatment of Unclassified Claims (Administrative Claims and Priority Tax Claims).	17
8	1.	Administrative Claims	17
9	a.	Administrative Claim Reserve	17
10	b.	Administrative Claim Bar Date	18
11	c.	Administrative Claims Objection Deadline	18
12	d.	U.S. Trustee Fees	18
13	e.	Professional Fee Claims.....	19
14	B.	Priority Tax Claims.....	19
15	C.	Classification and Treatment of Priority Non-Tax Claims (Class 1).....	20
16	D.	Classification and Treatment of Wells Fargo Aircraft Lease Claim (Class 2a)	20
17	E.	Classification and Treatment of Other Secured Claims (Class 2b)	21
18	F.	Classification of Unsecured Claims (Class 3)	22
19	G.	Classification and Treatment of Subordinated Allowed General Unsecured Claims (Class 4).....	25
20	H.	Classification and Treatment of Interests (Class 5)	25
21	V.	PLAN IMPLEMENTATION	26
22	A.	Implementing Actions In General; Conditions to Plan Effectiveness	26
23	B.	Chief Liquidation Officer	27
24	C.	Disbursing Agent	28
25	D.	Compensation of the Chief Liquidation Officer and Disbursing Agent.....	28
26	E.	Compensation of John Z. Blazeovich	28
27	F.	Bond in Connection with Chief Liquidation Officer and Disbursing Agent	29
28	G.	Corporate Action.....	29
	H.	Debtor’s Continued Existence	29

TABLE OF CONTENTS
(continued)

	Page
I. The Committee and the Post-Effective Date Committee.....	30
J. The Source of Distributions.....	31
K. Distribution of Property Under this Plan	32
1. Manner of Cash Payments	32
2. Setoff and Recoupment.....	32
3. No De Minimis Distributions.....	32
4. No Distributions With Respect to Disputed Claims	32
5. Undeliverable or Unclaimed Distributions	33
6. Distribution Record Date	34
7. Fractional Cents	34
8. Release of Reserved Funds	34
9. No Interest on Claims	34
10. Duty to Disgorge Overpayments	34
L. Procedures for Disputed Claims	35
1. Reserves for Claims Other Than General Unsecured Claims.....	35
2. Disputed Unsecured Claims Reserve for Class 3b Claims	35
3. Objections to and Resolution of Disputed Claims.....	35
M. Estimation	37
N. Treatment of Executory Contracts and Unexpired Leases	37
O. Late Filed Claims	37
VI. LITIGATION.....	38
A. Litigation Commenced Prepetition.....	38
B. Postpetition and Other Potential Causes of Action.....	38
1. Causes of Action Arising under Chapter 5 of the Bankruptcy Code	39
2. Litigation Against City Seafoods, Inc. and Donald Kanner	40
3. Litigation Against Louis S. Wang	41
4. Release of Claims Against John Z. Blazeovich	42
5. Litigation Related to Weis 5 Star Meal Program.....	42
6. Aircraft Lease Agreement Preference Action.....	43
7. Subordination Actions	43
VII. EFFECT OF CONFIRMATION OF PLAN.....	43
A. Releases by the Debtor.....	43

TABLE OF CONTENTS
(continued)

	Page
B. Release by Holders of Claims.....	44
C. Injunction	45
D. Exculpation	45
E. Nondischarge of the Debtor	46
VIII. OTHER PLAN PROVISIONS	46
A. Exemption from Stamp, Transfer and Other Taxes	46
B. Entry of a Final Decree	47
C. Post-Effective Date Quarterly Fees	47
D. Post-Effective Date Status Reports	47
E. Withholding and Reporting Requirements	47
F. Evidence of Claims	47
G. Cancellation of Interests	48
H. No Admissions.....	48
I. Revocation of this Plan	49
J. Successors and Assigns.....	49
K. Nonconsensual Confirmation.....	49
L. Saturday, Sunday, or Legal Holiday	49
M. No Waiver.....	49
N. Plan Modification.....	49
O. Severability of Plan Provisions.....	49
P. Governing Law	50
Q. Retention of Jurisdiction.....	50
1. Jurisdiction.....	50
2. Examination of Claims	50
3. Determination of Disputes	51
4. Additional Purposes	51
5. Failure of the Court to Exercise Jurisdiction	53
IX. RECOMMENDATION AND CONCLUSION.....	54

I.

DEFINITIONS

The following terms (which appear in this Plan as capitalized terms), when used in this Plan, have the meanings set forth below:

“Administrative Claim” means a claim for administrative costs or expenses that are allowable under 11 U.S.C. § 503(b) or 28 U.S.C. § 1930. These costs or expenses may include:

- (a) actual, necessary costs and expenses of preserving the Debtor’s Estate after the Petition Date;
- (b) Ordinary Course Administrative Claims; (c) Professional Fee Claims; (d) Administrative Tax Claims; and (e) U.S. Trustee Fees.

“Administrative Claim Bar Date” means the date to be established in the Confirmation Order by which all requests for payment of an Administrative Claim that accrued between the filing of the Petition through and including the Effective Date, except for (i) U.S. Trustee Fees and (ii) Professional Fee Claims, must be filed. Holders of Administrative Claims (except for U.S. Trustee Fees and Professional Fee Claims) not paid prior to the Effective Date shall submit proofs of Claim on or before such Administrative Claim Bar Date or be forever barred from doing so. The notice of Plan Confirmation to be delivered pursuant to Bankruptcy Rules 3020(c) and 2002(f) will set forth such date and constitute notice of such Administrative Claim Bar Date; provided, however, that the Administrative Claim Bar Date for Professional Fee Claims is the date set forth in Article IV.A.1.e of this Plan.

“Administrative Claim Objection Deadline” means the deadline set forth in Article IV.A.1.c hereof.

“Administrative Claims Reserve” means a Cash reserve which shall be maintained by the Debtor in consultation with the Committee prior to the Effective Date, or the Disbursing Agent on behalf of the Reorganized Debtor in consultation with the Post-Effective Date Committee after the Effective Date, as applicable, in the estimated amount necessary to pay all Administrative Claims outstanding as of the Effective Date, including Professional Fee Claims and Ordinary Course Administrative Claims, in full. The Debtor, in consultation with the Committee, shall determine the estimated amount necessary to fund the Administrative Claims Reserve.

1 **“Administrative Tax Claim”** means a Claim other than an Allowed Secured Claim that a
2 government unit asserts against the Debtor either for taxes or for related interest or penalties for any
3 tax period that—in whole or in part—falls within the period beginning on the Petition Date and
4 ending on the Effective Date.

5 **“Aircraft Lease”** means that certain aircraft lease agreement by and between Debtor and
6 Wells Fargo Northwest, dated on or about March 21, 2005 (as amended), and pursuant to which the
7 Debtor leased an aircraft from Wells Fargo Northwest.

8 **“Allowed Administrative Claim”** means an Administrative Claim that is allowed as set
9 forth in Article IV.A hereof or otherwise by a Final Order.

10 **“Allowed Claim”** means a Claim (i)(a) for which a Proof of Claim was timely filed by the
11 Claims Bar Date; or (b) that is listed in the Schedules and not listed as disputed, contingent or
12 unliquidated as to amount; and, in either case, as to which no objection to the allowance thereof has
13 been filed by the Claims Objection Deadline, or (ii) which has otherwise been allowed by a Final
14 Order or pursuant to this Plan (including, without limitation, Class 3a Claims). Unless otherwise
15 specified in this Plan or in a Final Order of the Court, an “Allowed Claim” shall not include: (i)
16 untimely filed Claims or requests for administrative expenses, (ii) Postpetition Interest on the
17 principal amount of any Allowed Claim, (iii) any punitive damages, and (iv) a Claim listed in the
18 Schedules that is superseded by a filed Proof of Claim. Any Claim that has been or is hereafter
19 identified in the Schedules as disputed, contingent, or unliquidated, and for which no Proof of
20 Claim has been timely filed, is not considered an Allowed Claim and shall be expunged without
21 further action by the Debtor or the Reorganized Debtor and without any further notice to or action,
22 order, or approval of the Court or any other Person. Notwithstanding anything to the contrary
23 herein, no Claim of any Person subject to section 502(d) of the Bankruptcy Code shall be deemed
24 an Allowed Claim unless and until such Person pays in full the amount that it owes the Debtor or
25 the Reorganized Debtor, as applicable.

26 **“Allowed Class ‘**’ Claim”** means an Allowed Claim classified in the specified Class.

27 **“Assets”** mean all assets of the Debtor’s Estate within the meaning of section 541 of the
28 Bankruptcy Code, and includes without limitation Cash, non-cash proceeds, and Causes of Action.

1 **“Avoidance Action”** means an adversary proceeding, lawsuit, Right of Action or other
2 proceeding arising under, relating to, or similar to sections 502(d), 506, 510, 542, 543, 544, 545,
3 547, 548, 549, 550, 551, 552 or 553 of the Bankruptcy Code, or any fraudulent conveyance,
4 fraudulent transfer or preference laws, or any Right of Action arising under, or relating to, any
5 similar state law or federal law that constitutes property of the Estate under section 541 of the
6 Bankruptcy Code, whether or not an action is initiated on or before the Effective Date.

7 **“Ballot”** means the Ballot for accepting or rejecting this Plan.

8 **“Ballot Date”** means the date set by the Court by which all Ballots with respect to this Plan
9 must be received.

10 **“Bankruptcy Code”** means the United States Bankruptcy Code, as set forth in 11 U.S.C.
11 §§ 101-1530, as amended.

12 **“Bankruptcy Rules”** means, collectively, (a) the Federal Rules of Bankruptcy Procedure,
13 as amended from time to time, and (b) the Local Bankruptcy Rules applicable to cases pending
14 before the Bankruptcy Court, as now in effect or hereafter amended.

15 **“Business Day”** means any day other than a Saturday, Sunday or a legal holiday (as defined
16 in Bankruptcy Rule 9006(a)).

17 **“Cash”** means cash or cash equivalents including, but not limited to, bank deposits, checks
18 or other similar items.

19 **“Causes of Action”** means any and all claims, demands, rights, actions, Rights of Action,
20 causes of action and suits of the Debtor or the Estate, of any kind or character whatsoever, known
21 or unknown, suspected or unsuspected, whether arising prior to, on or after the Petition Date, in
22 contract or in tort, at law or in equity or under any other theory of law, that the Debtor, the
23 Reorganized Debtor or the Debtor’s Estate has or asserts or may have or assert against third parties,
24 whether or not brought as of the Effective Date, and which have not been settled or otherwise
25 resolved by Final Order as of the Effective Date, including but not limited to (1) rights of setoff,
26 counterclaim or recoupment, and claims on contracts or for breaches of duties imposed by law,
27 (2) the right to object to Claims or Interests, (3) such claims and defenses as fraud, mistake, duress
28

1 and usury, (4) Avoidance Actions, (5) claims for tax refunds and (6) claims to recover outstanding
2 accounts receivable, and (7) any other claims which may be asserted against third parties.

3 **“Chapter 11 Case”** means the case under chapter 11 of the Bankruptcy Code commenced
4 by the Debtor and bearing Case Number 2:11-bk-13454-PC.

5 **“Chief Liquidation Officer”** means Scouler & Company, LLC, or such other qualified
6 Person as agreed to by the Debtor and the Committee, or Ordered by the Court at the Confirmation
7 Hearing.

8 **“Claim”** means a claim — as the term “claim” is defined in section 101(5) of the
9 Bankruptcy Code — against the Debtor.

10 **“Claims Bar Date”** means March 25, 2011 for General Unsecured Claims, which was the
11 last date for filing Claims against the Estate pursuant to the Court’s Order entered on February 23,
12 2011 [Dkt. No. 104]. The Claims Bar Date for governmental units (which includes all entities
13 defined as such in section 101(27) of the Bankruptcy Code) means July 25, 2011.

14 **“Claims Objection Deadline”** means the deadline for the Reorganized Debtor in
15 consultation with the Post-Effective Date Committee to file objections to Claims as set forth in
16 Article V.L.3 hereof.

17 **“Class”** means a group of Claims or Interests as classified in Article IV.

18 **“Class 2a Claim”** means the Claim of Wells Fargo Northwest as the Holder of the Wells
19 Fargo Aircraft Lease Claim. The Wells Fargo Aircraft Lease Claim shall be treated in one of the
20 two ways as set forth in this Plan.

21 **“Class 3a Claim”** means the Claim of a Holder of a General Unsecured Claim in Class 3
22 that elects to receive an Allowed Claim in the amount set forth on the Class 3 Ballot sent to such
23 Holder.

24 **“Class 3b Claim”** means the Claim of a Holder of a General Unsecured Claim in Class 3
25 that (a) does not vote for or against this Plan, (b) is deemed to have rejected this Plan, or (c) has
26 rejected this Plan or has not made the election to be treated as a Class 3a Claim. The Holders of
27 Class 3b Claims shall remain subject to the Disputed Claim Process, and Causes of Action.
28

1 “**Class 3 Ballots**” means the Ballots to be sent to the Holders of General Unsecured Claims
2 in Class 3.

3 “**Collateral**” means any property or interest in property of the Estate subject to a lien or
4 security interest that is not subject to avoidance under the Bankruptcy Code or otherwise invalid
5 under the Bankruptcy Code or applicable federal and/or state law.

6 “**Committee**” means the Official Committee of Unsecured Creditors appointed in the
7 Chapter 11 Case by the Office of the U.S. Trustee for the Central District of California.

8 “**Confirmation**” means the entry of the Order by the Bankruptcy Court confirming this Plan
9 pursuant to section 1129 of the Bankruptcy Code.

10 “**Confirmation Date**” means the date on which the Bankruptcy Court enters the
11 Confirmation Order on its docket.

12 “**Confirmation Hearing**” means the hearing before the Court to consider the Confirmation
13 of this Plan pursuant to section 1128(a) of the Bankruptcy Code, as such hearing may be continued
14 from time to time.

15 “**Confirmation Hearing Date**” means the first date on which the Bankruptcy Court holds
16 the Confirmation Hearing.

17 “**Confirmation Order**” means the order of the Bankruptcy Court confirming this Plan
18 under section 1129 of the Bankruptcy Code.

19 “**Court**” means the United States Bankruptcy Court for the Central District of California,
20 Los Angeles Division, or any other court that exercises jurisdiction over the Chapter 11 Case.

21 “**Creditor**” means the Holder of a Claim against the Debtor.

22 “**Debtor**” means Contessa Liquidating Co., Inc. (f/k/a/ Contessa Premium Foods, Inc.), a
23 California corporation.

24 “**Debtor Released Party**” or “**Debtor Released Parties**” means (i) any Professional, (ii)
25 the Committee, (iii) any member or former member of the Committee, solely in its capacity as a
26 member of the Committee and not in any other capacity, (iv) John Z. Blazeovich, (v) the Chief
27 Liquidation Officer and Disbursing Agent, and (vi) any of the representatives, agents, officers,
28 directors, employees, professionals, financial advisors, consultants or attorneys of the foregoing.

1 Notwithstanding anything to the contrary in this Plan, a Debtor Released Party shall not include
2 Donald Kanner (and/or City Seafoods, Inc.), Louis S. Wang, and Gregory J. Morrow, or any of their
3 representatives, agents, officers, directors, employees, professionals, financial advisors, consultants
4 or attorneys. Wells Fargo and Wells Fargo Northwest each shall be a Debtor Released Party if
5 Wells Fargo Northwest votes to accept this Plan and the lesser treatment provided for its Class 2a
6 Claim under the Class 2a Ballot.

7 **“Disbursing Agent”** means Scouler & Company, LLC.

8 **“Disclosure Statement”** means the disclosure statement relating to this Plan, including,
9 without limitation, all exhibits and schedules thereto, as approved by the Court pursuant to
10 section 1125 of the Bankruptcy Code.

11 **“Disclosure Statement Order”** means the Order entered by the Court approving the
12 Disclosure Statement.

13 **“Disputed Claim”** means (a) with respect to Claims other than Administrative Claims, any
14 Claim that is not an Allowed Claim, and (b) with respect to Administrative Claims, any
15 Administrative Claim as to which an objection: (1) has been timely filed (or the deadline for
16 objection to such Administrative Claim has not expired) and (2) has neither been overruled nor been
17 denied by a Final Order and has not been withdrawn.

18 **“Disputed Claims Process”** means the process with respect to the resolution of Disputed
19 Claims or Disputed Interests set forth in Article V.L of this Plan.

20 **“Disputed Interest”** means any Interest, as to which an objection: (a) has been timely filed
21 and (b) has neither been overruled nor been denied by a Final Order and has not been withdrawn.
22 On the Effective Date, all Interests will be cancelled and because the value of the Debtor’s assets is
23 believed to be less than the total value of its debts and liabilities, it is not anticipated that the
24 Holders of Allowed Interests will receive any distributions on account of such Interests.

25 **“Disputed Unsecured Claims Reserve”** means a Cash reserve which shall be maintained
26 by the Disbursing Agent on behalf of the Reorganized Debtor in consultation with the Post-
27 Effective Date Committee, in the estimated amount necessary to pay Disputed Unsecured Claims in
28

1 accordance with the provisions of this Plan, if such Disputed Unsecured Claims become Allowed
2 Claims.

3 **“Disputed Unsecured Claims”** means all Disputed Claims which are Class 3b Claims.

4 **“Distributable Cash”** means all Cash held by the Debtor or the Reorganized Debtor, as
5 applicable, at any time relevant under this Plan after deducting amounts paid, or Reserved for
6 payment (as required to be established on the Effective Date), for or on account of: (a) all Allowed
7 Administrative Claims, Allowed Priority Tax Claims, Allowed Class 1 Priority Non-Tax Claims,
8 Allowed Class 2a and 2b Secured Claims, and Allowed Class 3a Claims; (b) all Disputed Claims;
9 (c) all costs, expenses, and fees approved or projected by the Debtor for the maintenance,
10 preservation and liquidation of all Assets (including the Disputed Claims Process and the
11 prosecution or settlement of all Causes of Action); and (c) all other liabilities, costs and expenses
12 incident to the wind down of the Debtor’s Estate that are anticipated to be incurred and/or to
13 become due and payable at any time after the Effective Date, as determined by the Reorganized
14 Debtor in consultation with the Post-Effective Date Committee.

15 **“Distribution(s)”** means any transfer under this Plan of Cash or other property or
16 instruments to either a Holder of an Administrative Claim or a Holder of an Allowed Claim.

17 **“Distribution Record Date”** means, with respect to all Classes, the fifth Business Day prior
18 to the date on which the Confirmation Hearing is initially scheduled to occur in the Disclosure
19 Statement Order or such other date as shall be established by the Court in the Disclosure Statement
20 Order.

21 **“Effective Date”** means the date that is determined in accordance with Article V hereof.

22 **“Estate”** means the estate created in the Chapter 11 Case under section 541 of the
23 Bankruptcy Code.

24 **“Exculpation Party” or “Exculpation Parties”** means (i) the Debtor, (ii) the Reorganized
25 Debtor, (iii) the Debtor’s Estate, (iv) any Professional, (v) the Committee and any member of the
26 Committee, solely in its capacity as a member of the Committee and not in any other capacity, (vi)
27 John Z. Blazeovich, (vii) the Chief Liquidation Officer and Disbursing Agent, and (viii) any of the
28 present or former, representatives, agents, officers, directors, employees, professionals, financial

1 advisors, consultants or attorneys of the foregoing. Notwithstanding anything in this Plan to the
2 contrary, an Exculpation Party shall not include Donald Kanner (and/or City Seafoods, Inc.), Louis
3 S. Wang, and Gregory J. Morrow, or any of their representatives, agents, officers, directors,
4 employees, professionals, financial advisors, consultants or attorneys. Wells Fargo and Wells
5 Fargo Northwest each shall be a Exculpated Party if Wells Fargo Northwest votes to accept this
6 Plan and the lesser treatment provided for its Class 2a Claim under the Class 2a Ballot.

7 **“Final Order”** means an Order that has not been reversed, stayed, modified or amended,
8 and as to which the time to appeal, petition for certiorari, or move for reargument or rehearing has
9 expired and as to which no appeal, petition for certiorari, or other proceedings for reargument or
10 rehearing shall then be pending or as to which any right to appeal, petition for certiorari, reargue, or
11 rehearing shall have been waived in writing in form and substance satisfactory to the Debtor in
12 consultation with the Committee prior to the Effective Date, or to the Reorganized Debtor in
13 consultation with the Post-Effective Date Committee after the Effective Date, as applicable, or, in
14 the event that an appeal, writ of certiorari, or reargument or rehearing thereof has been sought, such
15 order or judgment of the Court or other applicable court shall have been affirmed by the highest
16 court to which such order or judgment was appealed, or certiorari has been denied, or from which
17 reargument or rehearing was sought, and the time to take any further appeal, petition for certiorari
18 or move for reargument or rehearing shall have expired.

19 **“General Unsecured Claim”** or **“Unsecured Claim”** means any Claim that is not an
20 Administrative Claim, a Priority Tax Claim, a Priority Non-Tax Claim, or a Secured Claim.

21 **“Holder”** means the holder of a Claim against, or Interest in, the Debtor.

22 **“Impaired”** means, when used with reference to a Claim or Interest, a Claim or Interest that
23 is impaired within the meaning of section 1124 of the Bankruptcy Code.

24 **“Insider”** means an insider — as the term “insider” is defined in section 101(31) of the
25 Bankruptcy Code — of the Debtor

26 **“Interest”** means the interest — as the term “interest” is defined in section 101(17) of the
27 Bankruptcy Code — of any entity who holds an equity security in the Debtor no matter how held,
28

1 including issued and outstanding shares of common stock, preferred stock, stock options, warrants,
2 membership interests, or other evidence of interests in securities of the Debtor.

3 **“Interest Holder(s)”** means a Holder of an Interest.

4 **“Late Filed Claim”** means any Unsecured Claim described in sections 726(a)(2) or
5 726(a)(3) of the Bankruptcy Code.

6 **“Limited Service List”** means that limited service list approved by the Court on February
7 1, 2011 (Dkt. No. 32).

8 **“Liquidation Analysis”** means the Liquidation Analysis attached to the Disclosure
9 Statement as Exhibit B as it may be updated from time to time and made available for Creditor
10 review as described in the Disclosure Statement.

11 **“Local Bankruptcy Rules”** means the Local Bankruptcy Rules for the United States
12 Bankruptcy Court for the Central District of California, as now in effect or hereafter amended.

13 **“Notes to the Liquidation Analysis”** means the Notes to the Liquidation Analysis attached
14 to the Disclosure Statement as Exhibit C as it may be updated from time to time and made available
15 for Creditor review as described in the Disclosure Statement.

16 **“Order”** means an order or judgment of the Court or other applicable court, as entered on
17 the applicable docket.

18 **“Other Secured Claim(s)”** means a Claim that is secured by a valid and unavoidable lien
19 against property in which the Estate has an interest or that is subject to setoff under section 553 of
20 the Bankruptcy Code. A Claim is an Other Secured Claim only to the extent of the value of the
21 claimholder’s interest in the Collateral (if any) securing the Claim or to the extent of the amount
22 subject to setoff, whichever is applicable, and as determined under section 506(a) of the Bankruptcy
23 Code.

24 **“Penalty”** means any Claim for any fine, penalty, or forfeiture, or for multiple, exemplary,
25 or punitive damages, arising before the Petition Date, to the extent that such fine, penalty,
26 forfeiture, or damages are not compensation for actual pecuniary loss suffered by the holder of such
27 claim as set forth in section 726(a)(4) of the Bankruptcy Code.

28 **“Person”** means any natural person or entity.

1 **“Petition Date”** means January 26, 2011, the date on which the Debtor filed its voluntary
2 petition commencing the Chapter 11 Case.

3 **“Plan”** means this liquidating plan of reorganization under chapter 11 of the Bankruptcy
4 Code, including, without limitation, all exhibits, supplements, appendices, and schedules hereto,
5 either in its present form or as it may be altered, amended, or modified from time to time.

6 **“Post-Effective Date Committee”** means the Committee as it shall be reconstituted and
7 function after the Effective Date in accordance with Article V.I hereof.

8 **“Postpetition”** means the time from and after the Petition Date.

9 **“Postpetition Interest”** means interest accrued Postpetition on any Allowed Claim until the
10 date of payment at the federal judgment rate as set forth in 28 U.S.C. § 1961(a), in effect as of the
11 Petition Date.

12 **“Priority Non-Tax Claims”** means Claims, other than Administrative Claims or Priority
13 Tax Claims, entitled to priority in right of payment under section 507(a) of the Bankruptcy Code.

14 **“Priority Non-Tax Claims Reserve”** means a Cash reserve which shall be maintained by
15 the Debtor in consultation with the Committee prior to the Effective Date, or the Disbursing Agent
16 on behalf of the Reorganized Debtor in consultation with the Post-Effective Date Committee after
17 the Effective Date, as applicable, in the estimated amount necessary to pay in full all Priority Non-
18 Tax Claims outstanding as of the Effective Date. The Debtor, in consultation with the Committee,
19 shall determine the estimated amount necessary to fund the Priority Non-Tax Claims Reserve.

20 **“Priority Tax Claim”** means a Claim entitled to priority against an Estate under
21 section 507(a)(8) of the Bankruptcy Code.

22 **“Priority Tax Claims Reserve”** means a Cash reserve which shall be maintained by the
23 Debtor in consultation with the Committee prior to the Effective Date, or the Disbursing Agent on
24 behalf of the Reorganized Debtor in consultation with the Post-Effective Date Committee after the
25 Effective Date, as applicable, in the estimated amount necessary to pay in full all Priority Tax
26 Claims outstanding as of the Effective Date. The Debtor, in consultation with the Committee, shall
27 determine the estimated amount necessary to fund the Priority Tax Claims Reserve.
28

1 **“Professionals”** means those Persons (i) retained pursuant to an order of the Court in
2 accordance with sections 327, 1103 and/or 1106 of the Bankruptcy Code and to be compensated for
3 services rendered prior to the Effective Date pursuant to sections 327, 328, 329, 330 and 331 of the
4 Bankruptcy Code or (ii) for which compensation and reimbursement has been allowed by the Court
5 pursuant to sections 330 and 503(b)(2) of the Bankruptcy Code.

6 **“Professional Fee Claim”** means an Administrative Claim of a Professional for
7 compensation or reimbursement of expenses incurred Postpetition by such Professional through and
8 including the Effective Date.

9 **“Proof of Claim”** means a proof of claim filed by any Creditor in the Chapter 11 Cases.

10 **“Pro Rata”** means proportionately so that the ratio of (a) the amount of consideration
11 distributed on account of an Allowed Claim to (b) the amount of the Allowed Claim is the same as
12 the ratio of (x) the amount of consideration available for distribution on account of all Allowed
13 Claims in the Class in which that Allowed Claim is included to (y) the amount of all Allowed
14 Claims in that Class.

15 The Pro Rata ratio or formula is illustrated as follows:

<p>(a) Amount of consideration distributed to Holder of Allowed Claim</p> <hr style="width: 20%; margin-left: 0;"/>	=	<p>(x) Total consideration available for distribution to Holders of Allowed Claims, as applicable, of that Class</p> <hr style="width: 20%; margin-left: 0;"/>
<p>(b) Amount of such Allowed Claim</p>		<p>(y) Amount of all Allowed Claims, as applicable, in that Class or group of Classes</p>

21 **“Purchaser”** means Contessa Premium Foods, Inc., a Delaware corporation and a newly-
22 formed affiliated portfolio company of Sun Capital Partners.

23 **“Released Parties” or “Released Party”** means (i) the Debtor, (ii) the Reorganized
24 Debtor, (iii) the Debtor’s Estate, (iv) John Z. Blazeovich; (v) any Professional, (vi) the Committee
25 and any member or former member of the Committee, solely in its capacity as a member of the
26 Committee and not in any other capacity, (vii) the Chief Liquidation Officer and Disbursing Agent,
27 and (viii) any of the present or former, representatives, agents, officers, directors, employees,
28

1 professionals, financial advisors, consultants or attorneys of the foregoing. Notwithstanding
2 anything in this Plan to the contrary, a Released Party shall not include Donald Kanner (and/or City
3 Seafoods, Inc.), Louis S. Wang, and Gregory J. Morrow, or any of their representatives, agents,
4 officers, directors, employees, professionals, financial advisors, consultants or attorneys. Wells
5 Fargo and Wells Fargo Northwest each shall be a Released Party if Wells Fargo Northwest votes to
6 accept this Plan and the lesser treatment provided for its Class 2a Claim under the Class 2a Ballot.

7 **“Reorganized Debtor”** means the Debtor after this Plan is Confirmed by the Court and
8 becomes effective on the Effective Date.

9 **“Reserves”** means all reserve accounts established by the Debtor prior to the Effective Date
10 in consultation with the Committee, or Disbursing Agent on behalf of the Reorganized Debtor after
11 the Effective Date in consultation with the Post-Effective Date Committee, pursuant to this Plan
12 including, without limitation, the Administrative Claims Reserve, Priority Tax Claims Reserve,
13 Priority Non-Tax Claims Reserve, Disputed Unsecured Claims Reserve, and a reserve for all costs,
14 expenses, and fees approved or projected by the Debtor for the maintenance, preservation and
15 liquidation of all Assets (including the Disputed Claims Process and the prosecution or settlement
16 of all Causes of Action), as well as all other liabilities, costs and expenses incident to the wind
17 down of the Estate. For purposes of the application of this definition, the amount of any Disputed
18 Claim shall be the stated liquidated amount of such Claim, unless such Claim is estimated by order
19 of the Court. If a Disputed Claim does not set forth a liquidated amount, then such Disputed Claim
20 may be estimated by the Court for purposes of this definition.

21 **“Rights Of Action”** means any and all actions, causes of action, suits, accounts,
22 controversies, agreements, promises, rights to legal remedies, rights to equitable remedies, rights to
23 payment and claims, whether known, unknown, reduced to judgment, not reduced to judgment,
24 liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, secured or
25 unsecured and whether asserted or assertable directly or derivatively, in law, equity or otherwise,
26 and whether commenced or arising before or after the Effective Date.

27 **“Sale”** means the sale on July 15, 2011 of substantially all of the Debtor’s operating
28 businesses to Purchaser.

1 **“Schedules”** means the Schedules of Assets and Liabilities and Statement of Financial
2 Affairs filed by the Debtor in the Chapter 11 Case, as may have been amended from time to time.

3 **“Scouler”** means Scouler & Company, LLC.

4 **“Subordinated Allowed General Unsecured Claims”** means Allowed General Unsecured
5 Claims that are subordinated to Allowed Class 3 Claims.

6 **“Unclassified Claim”** means any Claim which is not part of any Class.

7 **“Unimpaired”** means, when used with reference to a Claim or Interest, a Claim or Interest
8 that is not Impaired within the meaning of section 1124 of the Bankruptcy Code.

9 **“U.S. Trustee”** means the Office of the United States Trustee for the Central District of
10 California.

11 **“U.S. Trustee Fees”** means all fees and charges assessed against the Estate by the U.S.
12 Trustee and due pursuant to section 1930 of title 28 of the United States Code.

13 **“Website”** means the Debtor’s bankruptcy website maintained by Kelley Drye & Warren
14 LLP, at https://kelleydrye.securespsites.com/Contessa_public/default.aspx.

15 **“Wells Fargo”** means Wells Fargo Bank, N.A.

16 **“Wells Fargo Aircraft Lease Claim”** means Claim 57 submitted by Wells Fargo
17 Northwest for rejection damages in connection with the Aircraft Lease. The Wells Fargo Aircraft
18 Lease Claim is a secured Claim only to the extent of the value of Wells Fargo Northwest’s security
19 interest in the Collateral (if any) securing such Claim or to the extent of the amount subject to
20 setoff, whichever is applicable, and as determined under section 506(a) of the Bankruptcy Code.

21 **“Wells Fargo Northwest”** means Wells Fargo Bank Northwest, National Association.

22 **“WFN Lien”** means that certain security interest granted on or about October 19, 2010 by
23 the Debtor in favor of Wells Fargo Northwest to secure the Debtor’s obligations under the Aircraft
24 Lease.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

II.

RULES OF INTERPRETATION

The rules of construction in section 102 of the Bankruptcy Code apply to this Plan.

1. Except as otherwise provided in this Plan, Bankruptcy Rule 9006(a) applies when computing any time period under this Plan.
2. A term that is used in this Plan and that is not defined in this Plan has the meaning attributed to that term, if any, in the Bankruptcy Code or the Bankruptcy Rules.
3. The definition given to any term or provision in this Plan supersedes and controls any different meaning that may be given to that term or provision in the Disclosure Statement.
4. Whenever it is appropriate from the context, each term, whether stated in the singular or the plural, includes both the singular and the plural.
5. Any reference to a document or instrument being in a particular form or on particular terms means that the document or instrument will be substantially in that form or on those terms or as amended by the terms thereof.
6. Any reference to an existing document means the document as it has been, or may be, amended or supplemented.
7. Unless otherwise indicated, the phrase “under this Plan” and similar words or phrases refer to this Plan in its entirety rather than to only a portion of this Plan.
8. Unless otherwise specified, all references to Articles or Exhibits are references to this Plan’s Articles or Exhibits.
9. Article captions and headings are used only as convenient references and do not affect this Plan’s meaning.

III.

PLAN OBJECTIVES

This Plan’s objective is to liquidate and distribute all Assets of the Debtor to Holders of Allowed Claims and Allowed Unclassified Claims in satisfaction of the Debtor’s obligations. This Plan designates a series of Classes of Claims and one Class of Interests, which include all Claims against, and Interests in, the Debtor. These Classes take into account the differing nature and priority under the Bankruptcy Code of the various Claims and Interests. This Plan divides Creditors and Holders of Interests into Classes based on their legal rights and interests and provides for the satisfaction of Claims from the Debtor’s Assets. The Holders of Interests are Impaired and are

1 conclusively presumed to have rejected this Plan pursuant to section 1126(g) of the Bankruptcy
 2 Code on account of zero Distributions to such Holders.

3 **IV.**

4 **CLASSIFICATION AND TREATMENT**
 5 **OF CLAIMS AND INTERESTS**

6 This Article classifies Claims—except for Administrative Claims and Priority Tax Claims,
 7 which are not classified—for all purposes, including voting, Confirmation, and Distributions under
 8 this Plan. A Claim or Interest is classified in a particular Class only to the extent that the Claim or
 9 Interest falls within the Class description. To the extent that part of the Claim or Interest falls
 10 within a different Class description, the Claim or Interest is classified in that different Class. The
 11 following table summarizes the Classes of Claims and Interests under this Plan:

CLASS	DESCRIPTION	IMPAIRED/ UNIMPAIRED	VOTING STATUS
Class 1	Priority Non-Tax Claims	Unimpaired	Deemed to Accept Plan
Class 2a	Wells Fargo Aircraft Lease Claim Wells Fargo Northwest may elect on its Class 2a Ballot to accept this Plan subject to receiving a reduced Cash Distribution amount on the Effective Date in full satisfaction, settlement, release and discharge of the Wells Fargo Aircraft Lease Claim, plus a full and complete release and exculpation under this Plan by inclusion of Wells Fargo and Wells Fargo Northwest as a Debtor Released Party, Exculpation	Unimpaired if Wells Fargo Northwest does not accept lesser treatment Impaired if Wells Fargo Northwest accepts lesser treatment by affirmatively voting to accept this Plan on its Class 2a Ballot	Deemed to Accept Plan Entitled to Vote

CLASS	DESCRIPTION	IMPAIRED/ UNIMPAIRED	VOTING STATUS
	Party, and Released Party. If Wells Fargo Northwest affirmatively votes to accept this Plan thereby making such election, it will be Impaired and its vote will be tabulated for acceptance and cramdown purposes. If Wells Fargo Northwest does not accept this Plan, it will be Unimpaired and therefore is not entitled under the Bankruptcy Code to vote on this Plan and therefore any vote cannot be tabulated for acceptance or cramdown purposes. Accordingly, the Class 2a Ballot will only provide the option to accept, but not reject, this Plan.		
Class 2b	Other Secured Claims	Unimpaired	Deemed to Accept Plan
Class 3	General Unsecured Claims	Impaired	Entitled to Vote on Plan
Class 4	Subordinated Allowed General Unsecured Claims	Impaired	Entitled to Vote on Plan
Class 5	Interests	Impaired	Deemed to Reject this Plan

As set forth above, Classes 1 and 2b are Unimpaired by this Plan, and Holders of Claims in these Classes are conclusively presumed to have accepted this Plan. Wells Fargo Northwest in Class 2a is Impaired by this Plan if it affirmatively votes to accept this Plan pursuant to its Class 2a Ballot. Wells Fargo Northwest is Unimpaired by this Plan if it does not vote to accept this Plan pursuant to its Class 2a Ballot, and therefore is conclusively presumed to have accepted this Plan. Holders of Class 3 and Class 4 Claims shall be entitled to vote to accept or reject this Plan. Interests in Class 5 are Impaired, and Holders of Interests are deemed to reject this Plan.

The treatment in this Plan is in full and complete satisfaction of the legal, contractual, and equitable rights that each entity holding an Allowed Claim or an Allowed Interest may have in or against the Debtor or its property. This treatment supersedes and replaces any agreements or rights those entities have in or against the Debtor or its property. All Distributions under this Plan will be

1 tendered to the Person holding the Allowed Claim. EXCEPT AS SPECIFICALLY SET FORTH
2 IN THIS PLAN, NO DISTRIBUTIONS WILL BE MADE AND NO RIGHTS WILL BE
3 RETAINED ON ACCOUNT OF ANY CLAIM THAT IS NOT AN ALLOWED CLAIM.

4 **A. Allowance and Treatment of Unclassified Claims (Administrative**
5 **Claims and Priority Tax Claims).**

6 Certain types of Claims are not placed into Classes that are entitled to vote to accept or
7 reject this Plan; instead, such Claims are unclassified. Such Claims are not considered impaired and
8 they do not vote on this Plan because they are automatically entitled to specific treatment provided
9 for them in the Bankruptcy Code. As such, the Debtor has not placed the following Claims in a
10 Class. The respective treatments for these Claims are provided below.

11 **1. Administrative Claims**

12 Except to the extent that any entity entitled to payment of any Allowed Administrative
13 Claim agrees to a less favorable treatment or unless otherwise ordered by the Court, each Holder of
14 an Allowed Administrative Claim will receive, in full satisfaction, discharge, exchange and release
15 thereof, Cash in an amount equal to such Allowed Administrative Claim on the later of (i) the
16 Effective Date, and (ii) thirty (30) days after such Administrative Claim becomes an Allowed
17 Administrative Claim, or, in either case, as soon thereafter as is practicable.

18 **a. Administrative Claim Reserve**

19 On the Effective Date, the Administrative Claims Reserve will be funded in Cash and held
20 by the Disbursing Agent. Distributions will be made to Holders of Allowed Administrative Claims
21 from the Administrative Claims Reserve by the Disbursing Agent in consultation with the Post-
22 Effective Date Committee.

23 To the extent the Administrative Claims Reserve has insufficient funds to pay all Allowed
24 Administrative Claims in full, the Disbursing Agent, in consultation with the Post-Effective Date
25 Committee, is authorized and directed to use Distributable Cash to ensure payment, in full, of all
26 Allowed Administrative Claims.

1 Any amounts remaining in the Administrative Claims Reserve after payment of all Allowed
2 Administrative Claims shall be turned over to the Disbursing Agent for Distribution in accordance
3 with this Plan.

4 **b. Administrative Claim Bar Date**

5 All requests for payment of an Administrative Claim that accrued between the filing of the
6 Petition through and including the Effective Date, except for (i) U.S. Trustee Fees and (ii)
7 Professional Fee Claims, must be filed with the Court by the Administrative Claims Bar Date.

8 HOLDERS OF ADMINISTRATIVE CLAIMS (EXCEPT FOR U.S. TRUSTEE FEES AND
9 PROFESSIONAL FEE CLAIMS) NOT PAID PRIOR TO THE EFFECTIVE DATE SHALL
10 SUBMIT PROOFS OF CLAIM ON OR BEFORE THE ADMINISTRATIVE CLAIMS BAR
11 DATE OR BE FOREVER BARRED FROM DOING SO.

12 **c. Administrative Claims Objection Deadline**

13 All objections to allowance of Administrative Claims (excluding Professional Fee Claims)
14 must be filed by any parties in interest no later than thirty (30) days after the Administrative Claims
15 Bar Date. The Administrative Claim Objection Deadline may be extended for a one-time thirty
16 (30) day period by the Debtor or Reorganized Debtor, as applicable, by filing a notice of the
17 extended Administrative Claim Objection Deadline with the Court. Thereafter, the Administrative
18 Claim Objection Deadline may be further extended only by an order of the Court. If no objection to
19 the applicable Administrative Claim is filed on or before that date, such Administrative Claim will
20 be deemed Allowed as of that date.

21 **d. U.S. Trustee Fees**

22 Quarterly fees owed to the Office of the U.S. Trustee will be paid prior to the Effective Date
23 by the Debtor, and after the Effective Date by the Reorganized Debtor, in each case when due in
24 accordance with applicable law, and the Debtor (or the Reorganized Debtor) will continue to file
25 reports to show the calculation of such fees for the Estate until the Chapter 11 Case is closed under
26 section 350 of the Bankruptcy Code.

1 **e. Professional Fee Claims**

2 Each Holder of a Professional Fee Claim seeking an award by the Court of compensation
3 for services rendered or reimbursement of expenses incurred through and including the Effective
4 Date must (i) file their respective interim (if applicable) and final applications for allowances of
5 compensation for services rendered and reimbursement of expenses incurred through the Effective
6 Date by no later than the forty-fifth (45th) day after the Effective Date or such other date as may be
7 fixed by the Court, and (ii) if granted such an award by the Court, be paid in full satisfaction,
8 discharge, exchange and release thereof, Cash in such amounts as are Allowed by the Court on the
9 date such Professional Fee Claim becomes an Allowed Claim, or as soon thereafter as is
10 practicable. All objections to allowance of Professional Fee Claims through the Effective Date
11 must be timely filed and served in accordance with Local Bankruptcy Rule 2016-1(b)(4). THE
12 FAILURE TO TIMELY FILE AND SERVE A FINAL APPLICATION FOR PROFESSIONAL
13 FEE CLAIMS AS SET FORTH ABOVE SHALL RESULT IN SUCH PROFESSIONAL FEE
14 CLAIM BEING FOREVER BARRED AND DISALLOWED.

15 **B. Priority Tax Claims**

16 Except to the extent that a Holder of an Allowed Priority Tax Claim has been paid by the
17 Debtor before the Effective Date, each Holder of an Allowed Priority Tax Claim will receive in full
18 satisfaction, discharge, exchange and release thereof, at the Reorganized Debtor's option, (i) Cash
19 in an amount equal to such Allowed Priority Tax Claim on the later of the Effective Date and thirty
20 (30) days after such Priority Tax Claim becomes an Allowed Priority Tax Claim, or as soon
21 thereafter as is practicable; (ii) Cash in an aggregate amount of such Allowed Priority Tax Claim
22 payable in installment payments over a period of time not to exceed five years after the Petition
23 Date, pursuant to section 1129(a)(9)(C) of the Bankruptcy Code; or (iii) such other treatment as
24 may be agreed upon by such holder and the Reorganized Debtor or otherwise determined upon an
25 order of the Court.

26 To the extent the Priority Tax Claims Reserve has insufficient funds to pay all Priority Tax
27 Claim Claims in full, the Disbursing Agent, in consultation with the Post-Effective Date
28

1 Committee, is authorized and directed to use Distributable Cash to ensure payment, in full, of all
2 Allowed Priority Tax Claims.

3 Any amounts remaining in the Priority Tax Claims Reserve after payment of all Allowed
4 Priority Tax Claims shall be turned over to the Disbursing Agent for Distribution in accordance
5 with this Plan.

6 **C. Classification and Treatment of Priority Non-Tax Claims (Class 1)**

7 **Classification:** Class 1 consists of all Priority Non-Tax Claims which are Claims, other
8 than Administrative Claims or Priority Tax Claims, entitled to priority in right of payment under
9 section 507(a) of the Bankruptcy Code.

10 **Treatment:** Except to the extent that a Holder of an Allowed Priority Non-Tax Claim has
11 been paid by the Debtor before the Effective Date or agrees to a less favorable treatment, each
12 Allowed Priority Non-Tax Claim will be paid, in full satisfaction, discharge, exchange and release
13 thereof, in Cash in full the amount of the Allowed Priority Non-Tax Claim on the later of (i) the
14 Effective Date and (ii) thirty (30) days after such date that the Claim becomes an Allowed Priority
15 Non-Tax Claim, or as soon thereafter as is practicable.

16 To the extent the Priority Non-Tax Claim Reserve has insufficient funds to pay all Priority
17 Non-Tax Claim Claims in full, the Disbursing Agent, in consultation with the Post-Effective Date
18 Committee, is authorized and directed to use Distributable Cash to ensure payment, in full, of all
19 Allowed Priority Non-Tax Claims.

20 Any amounts remaining in the Priority Non-Tax Claims Reserve after payment of all
21 Allowed Priority Non-Tax Claims shall be turned over to the Disbursing Agent for Distribution in
22 accordance with this Plan.

23 Class 1 is Unimpaired, and the Holders of Claims in Class 1 are presumed to have accepted
24 this Plan.

25 **D. Classification and Treatment of Wells Fargo Aircraft Lease Claim (Class 2a)**

26 **Classification:** Class 2a consists solely of the Wells Fargo Aircraft Lease Claim.

27 **Treatment:** The Wells Fargo Aircraft Lease Claim shall be treated in one of the following
28 two ways to be selected by Wells Fargo Northwest:

1 (i) Wells Fargo Northwest, on account of the Wells Fargo Aircraft Lease Claim, shall be
2 deemed (by this Plan and by Wells Fargo Northwest by voting to accept this Plan on its Class 2a
3 Ballot) to have an Allowed Class 2a Claim in the amount of \$1,609,378.52, and shall receive in full
4 satisfaction, settlement, release and discharge of such Allowed Class 2a Claim (I) a single Cash
5 payment in the amount of \$1,300,000 on the Effective Date (or as soon thereafter as is practicable),
6 (II) plus a full and complete release and exculpation under this Plan by inclusion of Wells Fargo
7 and Wells Fargo Northwest as a Debtor Released Party, Exculpation Party, and Released Party; or

8 (ii) Wells Fargo Northwest, on account of any Wells Fargo Aircraft Lease Claim that
9 ultimately becomes an Allowed Class 2a Claim, shall receive in full satisfaction, settlement and
10 discharge of the Allowed Class 2a Claim (if any) a Cash payment equal to the Allowed Class 2a
11 Claim amount within thirty (30) days after such Class 2a Claim becomes an Allowed Class 2a
12 Claim (or soon thereafter as is practicable). For avoidance of doubt, Wells Fargo Northwest's
13 security interest, lien and Claim in connection with the Aircraft Lease shall remain subject to
14 Avoidance Action litigation and the Disputed Claims Process. If any portion of the Wells Fargo
15 Aircraft Lease Claim becomes an Allowed Claim or Interest as a result of Wells Fargo Northwest's
16 security interest and/or liens being avoided or the Disputed Claim Process, it will be treated in Class
17 3, 4 or 5, depending on the outcome of such litigation.

18 Wells Fargo Northwest is Impaired if it affirmatively votes to accept this Plan pursuant to its
19 Class 2a Ballot, thereby accepting the lesser treatment above. Wells Fargo Northwest is
20 Unimpaired if it does not vote to accept this Plan, and is therefore conclusively determined to have
21 accepted this Plan.

22 **E. Classification and Treatment of Other Secured Claims (Class 2b)**

23 **Classification:** Class 2b consists of all Other Secured Claims. To the extent that there is
24 more than one Holder of a Class 2b Claim, the Claim of each such Holder shall be deemed to be
25 classified in a separate sub-class of Class 2b, each such sub-class of Class 2b shall be deemed to be
26 a separate Class under this Plan.

1 **Treatment:** As soon as practicable after the Effective Date, each entity holding an Allowed
2 Class 2b Claim will receive, at the election of the Reorganized Debtor, one of the following
3 treatments in full satisfaction, discharge, exchange and release of its Allowed Class 2b Claim:

4 (i) the Holder of the Class 2b Claim will receive the Collateral in which that Person has
5 a security interest;

6 (ii) the Holder of the Class 2b Claim will receive any proceeds actually received by the
7 Debtor from the sale or disposition of the Collateral in which that Person has a security interest;

8 (iii) the Holder of the Class 2b Claim will receive Cash in the amount of that Person's
9 Allowed Class 2b Claim;

10 (iv) the Holder of the Class 2b Claim will receive such other Distributions or treatment
11 as are necessary to leave the rights of said Person Unimpaired or as are necessary to otherwise
12 satisfy the requirements of chapter 11 of the Bankruptcy Code; or

13 (v) such other treatment as may be agreed upon by the Holder of the Class 2b Claim and
14 the Debtor.

15 The Reorganized Debtor will have ten (10) Business Days after the date on which the Class
16 2b Claim is Allowed or deemed Allowed, to elect which treatment to provide to such Holder of an
17 Allowed Class 2b Claim.

18 Class 2b is Unimpaired, and the Holders of Claims in Class 2b are presumed have accepted
19 this Plan.

20 **F. Classification of Unsecured Claims (Class 3)**

21 **Classification:** Class 3 consists of all General Unsecured Claims.

22 **Treatment:** General Unsecured Claims in Class 3 shall be treated in one of the following
23 two ways (and the Class 3 Ballots shall reflect such choice):

24 (i) Allowed Class 3a Claim. Each Holder of a General Unsecured Claim in Class 3 that
25 affirmatively elects to be treated as a Class 3a Claim and votes to accept this Plan shall be deemed
26 to have an Allowed Claim in the amount set forth on the Class 3 Ballot sent to such Holder, which
27 shall be, with respect to such Claim, the lesser of (a) the Proof of Claim amount, (b) the amount set
28 forth in the Schedules, and (c) the amount indicated in the Debtor's books and records, and shall

1 receive in full satisfaction, settlement, release and discharge of all General Unsecured Claims
2 against the Debtor, on account of such Allowed Class 3a Claim, (I) a single Cash payment equal to
3 at least 75% (or such greater amount if and as agreed to by each the Debtor and the Committee or as
4 directed by Court Order) of such Allowed Class 3a Claim on the Effective Date (which the Debtor
5 anticipates occurring in December 2011) in full and complete satisfaction of such Allowed Class 3a
6 Claim, and (II) a full and complete waiver and release by the Debtor of all Causes of Action as may
7 exist against such Holder; or

8 (ii) Allowed Class 3b Claims. All other Holders of General Unsecured Claims in Class 3,
9 including each Holder of a Class 3 Claim that (a) does not vote for or against this Plan, (b) is
10 deemed to have rejected this Plan, or (c) has rejected this Plan or has not made the election to be
11 treated as a Class 3a Claim, shall be deemed to be a Class 3b Claim. Holders of Class 3b Claims
12 shall remain subject to the Disputed Claim Process, and any Causes of Action as may exist against
13 such Holder.²

14 Each Holder of a General Unsecured Claim in Class 3 that is deemed to be a Class 3b Claim
15 and that ultimately becomes an Allowed Claim shall receive, in full satisfaction, settlement, release
16 and discharge of such Allowed Claim, Cash payments in an amount equal to such Holder's *Pro*
17 *Rata* share of Distributable Cash, with an initial payment (estimated to be 35% of such Holder's
18 Allowed Class 3b Claim) on the later of (x) fourteen (14) days after the Effective Date and (y) thirty
19 (30) days after such Class 3 Claim becomes an Allowed Class 3b Claim (or as soon thereafter as is
20 practicable), followed by additional *Pro Rata* payments of Distributable Cash on a quarterly basis
21 no later than ten (10) Business Days after the end of each calendar quarter, commencing with the
22 first full calendar quarter in 2012 (unless the Disbursing Agent reasonably believes, following
23 consultation with the Post-Effective Date Committee, that there is insufficient Distributable Cash to
24

25 ² On or before a Claim is Allowed pursuant to an Order of the Court or otherwise, any Holder of a Class 3 Claim
26 who fails to elect the treatment provided for Allowed Class 3a Claims by the Voting Deadline, may – in the
27 sole discretion of the Debtor (or the Reorganized Debtor, as applicable) in consultation with the Committee (or
28 the Post-Effective Date Committee, as applicable) – enter into a settlement agreement providing for such
Allowed Class 3a Claim treatment.

1 justify such quarterly payment), and continuing thereafter until either all Allowed Class 3b Claims
2 are paid in full or no additional Distributable Cash is available to pay Allowed Class 3b Claims.

3 General Unsecured Claims in Class 3 who affirmatively vote to reject this Plan will not be
4 eligible to receive a Class 3a Claim and its accompanying treatment after the Voting Deadline
5 unless the Court Orders otherwise.

6 A schedule of Class 3 Claims currently eligible to receive a Class 3a Claim is attached to the
7 Disclosure Statement as Exhibit D (the "Class 3a Claim Schedule").³

8 Each of the Allowed Class 3a Claim settlement amount (currently 75%), and the Allowed
9 Class 3b Claim initial payment of Distributable Cash (currently estimated to be 35%) may be
10 increased if and as agreed to by each the Debtor and the Committee based on available
11 Distributable Cash after appropriate Reserves, and outstanding, actual, projected, and/or potential
12 Claims set forth in the then current Liquidation Analysis, which amount of the potential Allowed
13 Class 3a Claim settlement increase (if any) and the actual amount of the Allowed Class 3b Claim
14 initial payment of Distributable Cash shall be agreed to by the Committee and the Debtor no later
15 than, or determined by the Court at, the Confirmation Hearing.

16 The Debtor will file with the Court (and serve solely on the Limited Service List) and post
17 on the Website⁴ notice of any agreed-upon or Court Ordered (i) increase in the Allowed Class 3a
18 Claim settlement amount, and (ii) determination of the actual initial payment of Distributable Cash
19 to Allowed Class 3b Claims.

20 The Debtor currently anticipates that Distributions of Distributable Cash to Holders of
21 Allowed Class 3b Claims will be completed in the second or third calendar quarter of 2012. The
22 Debtor or Reorganized Debtor (as applicable) expressly reserves the right to amend this estimated
23
24

25 ³ The Debtor or the Reorganized Debtor (as applicable) expressly reserves the right to amend and/or modify the
26 Class 3a Claim Schedule at any time as the Disputed Claims Process progresses.

27 ⁴ https://kelleydrye.securespsites.com/Contessa_public/default.aspx.

1 completion date as prosecution of the Causes of Action and the Disputed Claims Process
2 progresses.

3 Allowed Class 3a Claims and Allowed Class 3b Claims shall not include Postpetition
4 Interest nor include any Penalty on such Claims.

5 Class 3 is Impaired, and the Holders of Claims in Class 3 are entitled to vote to accept or
6 reject this Plan.

7 **G. Classification and Treatment of Subordinated Allowed General**
8 **Unsecured Claims (Class 4)**

9 **Classification:** Class 4 consists of all Subordinated Allowed General Unsecured Claims.

10 **Treatment:** Except to the extent that the Holder of an Allowed Class 4 Claim agrees to a
11 different treatment, each Holder of an Allowed Class 4 Claim will receive an amount equal to such
12 Holder's *Pro Rata* share of Distributable Cash, if any, following payment in full of all Allowed
13 Class 3a and 3b Claims as described above.

14 Allowed Class 4 Claims will not include Postpetition Interest nor include any Penalty on
15 such Claim.

16 Class 4 is Impaired, and the holders of Subordinated Allowed General Unsecured Claims in
17 Class 4 are entitled to vote to accept or reject this Plan.

18 **H. Classification and Treatment of Interests (Class 5)**

19 **Classification:** Class 5 consists of all Interests.

20 **Treatment:** On the Effective Date, all Interests shall be deemed without monetary value as
21 a result of the insolvency of the Debtor taking into account all Claims, including those in Class 4.
22 Because the value of the Debtor's Assets is less than the total value of its liabilities, it is impossible
23 for Holders of Interests to be entitled to receive any Distributions on account of such Interests. All
24 Interests shall be deemed cancelled, annulled and extinguished without any further action by the
25 Debtor or any other entity upon the later of (i) a filing by the Reorganized Debtor with the Court
26 stating that all Assets have been Distributed pursuant to this Plan, and (ii) the dissolution of the
27 Reorganized Debtor in accordance with applicable law and, if necessary, the filing of a certificate of
28 dissolution with the appropriate office of the State of California.

1 Class 5 is Impaired, and the holders of Interests in Class 5 are deemed to have rejected this
2 Plan.

3 V.

4 **PLAN IMPLEMENTATION**

5 **A. Implementing Actions In General; Conditions to Plan Effectiveness**

6 On the Effective Date, the following will occur in implementation of this Plan:

7 (i) all actions, documents and agreements necessary to implement this Plan will have
8 been effected or executed;

9 (ii) the Debtor will have received all authorizations, consents, rulings, opinions or other
10 documents that are determined by the Debtor, in consultation with the Committee, to be necessary
11 to implement this Plan;

12 (iii) the Disbursing Agent will make all Distributions required to be made on the
13 Effective Date to Holders of Allowed Claims pursuant to this Plan; and

14 (iv) the Reserves will be funded.

15 This Plan will not be consummated or become binding unless and until the Effective Date
16 occurs. The Effective Date will be the first Business Day, as determined by the Debtor in its
17 reasonable discretion in consultation with the Committee, on which the following conditions have
18 been satisfied:

- 19 (1) At least fourteen (14) days have passed since the Confirmation Date;
- 20 (2) The Confirmation Order shall be in full force and effect and shall not have
21 been amended, modified, or stayed;
- 22 (3) All documents, instruments and agreements, in form and substance
23 reasonably satisfactory to the Debtor and the Committee, provided for
24 under or necessary to implement this Plan, have been executed and
25 delivered by the parties thereto, unless such execution or delivery has been
26 waived by the parties benefited thereby; and
- 27 (4) The Debtor, in consultation with the Committee, has determined in its
28 reasonable discretion that sufficient Cash and/or Reserves exist to satisfy all
Administrative Claims, Professional Fee Claims, Priority Tax Claims,
Priority Non-Tax Claims, and Secured Claims, which are Allowed Claims.

1 The Debtor, in consultation with the Committee, may in its reasonable discretion waive any
2 of the conditions set forth above without notice and a hearing. Additionally, the Debtor's rights
3 under the "mootness doctrine" will be unaffected by any provision hereof or this Plan. The failure
4 to satisfy any condition may be asserted by the Debtor regardless of the circumstances giving rise to
5 the failure of such condition to be satisfied (including, without limitation, any act, action, failure to
6 act, or inaction by the Debtor). If the Debtor fails to assert the non-satisfaction of any such
7 conditions, such failure will not be deemed a waiver of any other rights thereunder.

8 **B. Chief Liquidation Officer**

9 As of the Effective Date, the Chief Liquidation Officer will be vested with the rights and
10 obligations of a chapter 11 trustee, subject to consultation with the Post-Effective Date Committee
11 and Mr. Blazeovich as President, Chief Executive Officer, and Chairman of the Board of Directors
12 of the Debtor. The Chief Liquidation Officer will become the primary representative of the Estate
13 and will act for the Reorganized Debtor in the same fiduciary capacity as applicable to an officer
14 of the Debtor, subject to the provisions hereof. The duties and powers of the Chief Liquidation
15 Officer will include, but not be limited to, the following:

- 16 • To exercise all power and authority that may be necessary to implement this
17 Plan, commence and prosecute all proceedings that may be commenced and
18 take all actions that may be taken by any officer, director or shareholder of
19 the Debtor with like effect as if authorized, exercised, and taken by
20 unanimous action of such officers, directors, and shareholders, including
21 consummating this Plan;
- 22 • To maintain all bank accounts and take other actions consistent with this
23 Plan, including the maintenance of Reserves, in the name of the Disbursing
24 Agent and/or Reorganized Debtor;
- 25 • To take all steps reasonably necessary and practicable to terminate the
26 corporate existence of the Debtor;
- 27 • To pay, without Court approval, all reasonable fees and expenses of the
28 Reorganized Debtor and its Estate accruing from and after the Effective
Date;
- To prosecute and/or settle Causes of Action;
- To take all other actions not inconsistent with the provisions of this Plan
which the Chief Liquidation Officer deems reasonably necessary or desirable
in connection with the administration and consummation of this Plan; and

- To exercise all such other powers as may be vested in the Chief Liquidation Officer by Order of the Court.

Once appointed on the Effective Date, the Chief Liquidation Officer shall not be terminated or otherwise substituted or have its duties limited or otherwise restricted in any way without the consent of the Post-Effective Date Committee (to the extent such Post-Effective Date Committee has not been dissolved in accordance with this Plan) and the Debtor, or as Ordered by the Court.

C. Disbursing Agent

The Disbursing Agent is hereby appointed, and shall be deemed to be, the representative of the Estate for the purposes of making Distributions under this Plan. Specifically, the Disbursing Agent shall be empowered and authorized to, among other things: (a) review and approve and, if requested by the Debtor or the Reorganized Debtor, as applicable, make the Distributions required under this Plan; (b) oversee the calculation and implementation of all Distributions to be made under this Plan to Holders of Allowed Claims; (c) oversee the filing of all required tax returns and payment of taxes and other obligations on behalf of the Debtor or Reorganized Debtor (as applicable); (d) file required operating reports; and (e) assist the Reorganized Debtor, as may be requested, in taking other actions to implement this Plan in accordance with this Article VIII. The powers granted to the Disbursing Agent shall be exercisable without further approval of the Court.

D. Compensation of the Chief Liquidation Officer and Disbursing Agent

Prior to the Effective Date, the Disbursing Agent shall seek payment of its Professional Fee Claims in accordance with Article IV.A.1.e of this Plan. Following the Effective Date, the Disbursing Agent, subject to consultation with the Post-Effective Date Committee, shall be entitled to reasonable compensation in an amount consistent with that of similar professionals in similar types of bankruptcy proceedings, and the costs and expenses of the Disbursing Agent shall be paid out of the Administrative Claims Reserve in accordance with Article IV.A.1.a of this Plan.

E. Compensation of John Z. Blazeovich

John Z. Blazeovich, as the Debtor's President, Chief Executive Officer and Chairman of the Board of Directors, will continue to serve the Debtor (and assist the Chief Liquidation Officer) in

1 critical capacities that include, but are not limited to, the Disputed Claims Process and the
2 prosecution of Causes of Action. Mr. Blazeovich shall be paid for such services and those already
3 rendered on behalf of the Debtor since July 15, 2011 at \$450 per hour not to exceed \$50,000 per
4 calendar month (prorated for partial months), plus reasonable out-of-pocket expenses
5 (“Compensation”). Mr. Blazeovich’s Compensation shall not be increased without the consent of the
6 Committee or the Post-Effective Date Committee (as applicable) and the Debtor or the Chief
7 Liquidation Officer on behalf of the Debtor (as applicable), or as directed by Court Order. The
8 Committee and the Post-Effective Date Committee shall have not less than 10 calendar days to
9 review and object to Mr. Blazeovich’s requested compensation pursuant to his monthly invoices. If
10 either such committee objects, the Debtor or Chief Liquidation Officer on behalf of the Reorganized
11 Debtor (as applicable) shall pay the undisputed portion immediately and a hearing shall be
12 scheduled within 30 days to determine the merits of the disputed portion.

13 **F. Bond in Connection with Chief Liquidation Officer and Disbursing Agent**

14 Scouler shall obtain a bond or insurance in connection with its Chief Liquidation Officer
15 and Disbursing Agent duties in consultation with the Committee or Post-Effective Date Committee,
16 as applicable, and in accordance with its normal and customary practice in similar bankruptcy
17 cases.

18 **G. Corporate Action**

19 Upon the Effective Date, all transactions and applicable matters provided for under this Plan
20 will be deemed to be authorized and approved by the Debtor without any requirement of further
21 action by the Debtor and, as applicable, the Debtor’s shareholders and/or board of directors.

22 **H. Debtor’s Continued Existence**

23 From and after the Effective Date, the Reorganized Debtor shall continue in existence for
24 the purpose of (i) winding up its affairs; (ii) liquidating, by conversion to Cash or other methods,
25 any remaining Assets, as expeditiously as reasonably possible; (iii) enforcing and prosecuting
26 Claims, interests, and rights and privileges of the Debtor and its Estate, including, without
27 limitation, the prosecution and settlement of Causes of Action; (iv) resolving Disputed Claims; (v)
28

1 administering this Plan and taking such actions as are necessary to effectuate this Plan; and (vi)
2 filing appropriate tax returns.

3 Upon Distribution of all remaining Assets of the Reorganized Debtor pursuant to this Plan
4 and the filing by or on behalf of the Reorganized Debtor of a certification to that effect with the
5 Court, the Reorganized Debtor shall dissolve in accordance with applicable law and the
6 Reorganized Debtor shall file with the appropriate office of the State of California a certificate of
7 dissolution (to the extent necessary).

8 **I. The Committee and the Post-Effective Date Committee**

9 Until the Effective Date, the Committee will continue in existence. As of Effective Date,
10 the Committee will terminate and disband and the members of the Committee and the Committee
11 will be released and discharged of and from all further authority, duties, responsibilities and
12 obligations related to and arising from their service as Committee members. As of the Effective
13 Date, the Committee will be replaced by the Post-Effective Date Committee, which will consist of
14 no less than one member and no greater than three members that are Holders of Class 3 Claims.
15 The Post-Effective Date Committee will have the rights, oversight responsibilities and other
16 functions identified in this Plan. In the event of death or resignation of any member of the Post-
17 Effective Date Committee, the remaining members of the Post-Effective Date Committee will have
18 the right to designate a successor from among the Holders of Class 3 Claims. If a Post-Effective
19 Date Committee member assigns its Claim in full or releases the Debtor from payment of the
20 balance of its Claim, such act will constitute a resignation from the Post-Effective Date Committee.
21 Until a vacancy on the Post-Effective Date Committee is filled, the Post-Effective Date Committee
22 will function in its reduced number, provided, however, that in no event shall the Post-Effective
23 Date Committee function with less than one member. If no Holder of a Class 3 Claim is available
24 or willing to serve on the Post-Effective Date Committee, the last member(s) on such committee
25 shall select a designee member that need not be a Creditor of the Debtor to represent the interests of
26 the remaining Holders of Class 3 Claims. The designee member shall be entitled to a reasonable
27 stipend payable by the Estate for serving in such capacity.
28

1 The Post-Effective Date Committee will be dissolved and the members thereof will be
2 released and discharged of and from all further authority, duties, responsibilities and obligations
3 related to and arising from their service as Post-Effective Date Committee members on the earlier
4 of (i) payment of all Distributable Cash to Holders of Class 3 Claims as required under this Plan,
5 and (ii) entry of a final decree closing the Chapter 11 Case.

6 The members of the Post-Effective Date Committee will undertake their duties as specified
7 in this Plan. In serving as a member of the Post-Effective Date Committee, such members will not
8 assume or be deemed to have assumed any liability to Creditors, the Debtor, or any other parties in
9 interest in the Chapter 11 Case and will not be liable for any acts or omissions while acting in that
10 capacity, except for bad faith and acts or omissions constituting malfeasance or gross negligence.

11 The Post-Effective Date Committee shall be entitled to reimbursement of reasonable
12 documented fees and expenses, including, without limitation, professional fees and expenses
13 (excluding professional fees and expenses of individual Post-Effective Date Committee members);
14 *provided further, however*, that to the extent the Post-Effective Date Committee prosecutes or
15 settles (i) Causes of Action undertaken with the consent of the Reorganized Debtor, or (ii) Claims
16 and Causes of Action by and against any Insider or affiliate (as such is defined in section 101(2) of
17 the Bankruptcy Code) of the Debtor in accordance with Article VIII.B of the Disclosure Statement
18 and Article VI.B of this Plan, the associated professional fees will be allocated from the
19 professional fee budget incorporated in the Debtor's Liquidation Analysis, as determined by the
20 Debtor and Reorganized Debtor and the Committee or Post-Effective-Date Committee, as
21 applicable, or pursuant to further Court Order, and will be capped in such amounts such that the
22 overall professional fee budget will not be increased.

23 **J. The Source of Distributions**

24 The sources of all Distributions and payments under this Plan are and will be Cash (i) held
25 by the Debtor on the Effective Date, and (ii) available after the Effective Date from, among other
26 things, and the liquidation of the Debtor's remaining Assets including the prosecution or settlement
27 of Causes of Action.
28

1 **K. Distribution of Property Under this Plan**

2 **1. Manner of Cash Payments**

3 All Distributions will be made pursuant to this Plan and will be made in United States funds,
4 by check drawn on a domestic bank, or, if the Reorganized Debtor so elects in its discretion for
5 Distributions to certain large claimants, by wire transfer from a domestic bank.

6 **2. Setoff and Recoupment**

7 Notwithstanding anything to the contrary in this Plan, the Debtor, in consultation with the
8 Committee, or the Reorganized Debtor, in consultation with the Post-Effective Date Committee, as
9 applicable, may setoff, recoup, or withhold against the Distributions to be made on account of any
10 Allowed Claim that the Debtor, the Reorganized Debtor or the Estate may have against the Person
11 holding the allowed claim. The Debtor, the Estate, and the Reorganized Debtor will not waive or
12 release any Claim against those Persons by failing to effect such a setoff or recoupment, by
13 allowing any Claim against the Debtor, the Reorganized Debtor or the Estate, or by making a
14 Distribution on account of an Allowed Claim.

15 **3. No De Minimis Distributions**

16 Notwithstanding anything to the contrary in this Plan, no Distribution of less than \$50.00
17 will be made to any Holder of an Allowed Claim on account thereof. No consideration will be
18 provided in lieu of the *de minimis* Distributions that are not made hereunder and corresponding
19 Article V.J.7 of this Plan.

20 **4. No Distributions With Respect to Disputed Claims**

21 Distributions will be made on account of a Disputed Claim only after, and only to the extent
22 that, the Disputed Claim either becomes or is deemed to be an Allowed Claim. The Debtor intends
23 to file thirty (30) days prior to the Voting Deadline objections to substantially all Disputed Claims
24 that require a material adjustment in accordance with the Debtor's books and records. The Debtor
25 expressly reserves the right to file additional objections to Disputed Claims after the Voting
26 Deadline for those Disputed Claims that require additional analysis and review as part of the
27 Debtor's ongoing Claims reconciliation process.
28

1 **5. Undeliverable or Unclaimed Distributions**

2 Distributions to entities holding Allowed Claims will initially be made by mail as follows:

3 (i) Distributions will be sent to the address, if any, set forth on a filed Proof of
4 Claim as amended by any written notice of address change that is received by the Debtor or
5 Reorganized Debtor, as applicable, no later than ten (10) Business Days prior to the date of any
6 Distribution; or

7 (ii) If no such address is available, Distributions will be sent to the address set
8 forth on the Schedules.

9 If no address is available either on a Proof of Claim or on the Schedules, the Distribution
10 will be deemed to be undeliverable. If a Distribution is returned to the Reorganized Debtor as an
11 undeliverable Distribution or is deemed to be an undeliverable Distribution, the Disbursing Agent
12 will make no further Distribution to the Person holding the Claim on which the Distribution is being
13 made unless and until the Reorganized Debtor is timely notified in writing of that Person's current
14 address. Subject to the following paragraph, until they become deliverable, the Disbursing Agent
15 may create a separate Reserve for undeliverable Distributions for the benefit of the Persons entitled
16 to the Distributions. These Persons will not be entitled to any interest on account of the
17 undeliverable Distributions.

18 Any Person that is otherwise entitled to an undeliverable Distribution and that does not,
19 within one hundred eighty (180) days after a Distribution is returned as undeliverable, provide the
20 Reorganized Debtor with a written notice asserting its claim to or interest in that undeliverable
21 Distribution and setting forth a current, deliverable address will be deemed to waive any claim to or
22 interest in that undeliverable Distribution and will be forever barred from receiving that
23 undeliverable Distribution or asserting any Claim against the Debtor, the Estate, or its property.
24 Any undeliverable Distributions that are not claimed hereunder will be distributed in accordance
25 with this Plan. Nothing in this Plan requires the Reorganized Debtor to attempt to locate any
26 Person holding an Allowed Claim and whose Distribution is undeliverable.

27
28

1 **6. Distribution Record Date**

2 The Reorganized Debtor has no obligation to recognize the transfer of or sale of any
3 participation in any Allowed Claim that occurs after the close of business on the Distribution
4 Record Date, and will be entitled for all purposes to recognize, deal with and distribute only to
5 those Holders of Allowed Claims who are record Holders of such Claims, or participants therein, as
6 of the close of business on the Distribution Record Date, as stated on the official claims register
7 maintained by the Court.

8 **7. Fractional Cents**

9 When any payment of a fraction of a cent would otherwise be called for, the actual payment
10 will reflect a rounding of such fraction to the nearest whole cent (rounding down in the case of less
11 than \$0.005 and rounding up in the case of \$0.005 or more); provided, however, that, in no event,
12 will a Distribution of less than \$50.00 will be made to any Holder of an Allowed Claim on account
13 thereof as set forth above.

14 **8. Release of Reserved Funds**

15 Any Cash remaining in any Reserve, after all applicable Distributions or other payments
16 have been made from said Reserve, will be released therefrom—subject to the consent of the Post-
17 Effective Date Committee or further order of this Court—and be turned over to the Reorganized
18 Debtor for Distribution in accordance with this Plan.

19 **9. No Interest on Claims**

20 Unless otherwise specifically provided for in this Plan or the Confirmation Order, or
21 required by applicable bankruptcy law, Postpetition Interest shall not accrue or be paid on Allowed
22 Claims, and no Holder of an Allowed Claim shall be entitled to Postpetition Interest. Additionally,
23 and without limiting the foregoing, Postpetition Interest shall not accrue or be paid on any Disputed
24 Claim for the period from the Petition Date to the date a Distribution is made when and if such
25 Disputed Claim becomes an Allowed Claim.

26 **10. Duty to Disgorge Overpayments**

27 To the extent the Holder of any Allowed Claim receives more than what such Holder is
28 permitted to receive under this Plan, such Holder shall immediately return such excess payment(s)

1 to the Debtor or the Reorganized Debtor, as applicable, failing which, the Debtor or the
2 Reorganized Debtor may commence a Cause of Action against such Holder for the return of such
3 overpayment in the Court or any other court of competent jurisdiction.

4 **L. Procedures for Disputed Claims**

5 **1. Reserves for Claims Other Than General Unsecured Claims**

6 On the Effective Date, the Administrative Claims Reserve, Priority Tax Claims Reserve and
7 Priority Non-Tax Claims Reserve will be funded with sufficient monies to pay for, as applicable, all
8 Allowed Administrative Claims, Allowed Claims, and Disputed Claims (in the event such claims
9 become Allowed Claims), in such categories. The Reorganized Debtor, in consultation with the
10 Post-Effective Date Committee, will determine any supplemental amounts needed to fund any
11 Reserve. In the reasonable determination of the Post-Effective-Date Committee and the
12 Reorganized Debtor, any Cash remaining in these Reserves, after all applicable Distributions or
13 other payments have been made from said Reserve, will be released therefrom and turned over to
14 the Disbursing Agent for Distribution in accordance with this Plan.

15 **2. Disputed Unsecured Claims Reserve for Class 3b Claims**

16 Prior to any payments being made to Holders of Allowed Class 3b Claims, the Reorganized
17 Debtor will deposit into the Disputed Unsecured Claims Reserve an amount equal to the *Pro Rata*
18 share of Distributable Cash on account of Disputed Unsecured Claims, as if such Claims were
19 Allowed Claims. The Reorganized Debtor will thereafter release or cause to have released from
20 this Reserve monies to fund *Pro Rata* payments of Distributable Cash to Holders of Disputed
21 Unsecured Claims as, and if and to the extent, the Disputed Claims of such Holders become
22 Allowed Claims. In the reasonable determination of the Post-Effective-Date Committee and the
23 Reorganized Debtor, any Cash remaining in the Disputed Unsecured Claims Reserve, after all
24 Distributions have been made from such Reserve, will be released therefrom and turned over to the
25 Disbursing Agent for Distribution in accordance with this Plan.

26 **3. Objections to and Resolution of Disputed Claims**

27 The Debtor, prior to the Effective Date, and the Reorganized Debtor, on and after the
28 Effective Date, will have the right to make and file objections to Disputed Claims (other than the

1 Disputed Claims of Insiders) and to prosecute, settle and/or withdraw such objections. The Debtor
2 or Reorganized Debtor (as applicable) shall also have the right to seek the estimation of Disputed
3 Claims. The Debtor, prior to the Effective Date, and the Reorganized Debtor, on and after the
4 Effective Date, in consultation with the Committee or the Post-Effective Date Committee, as
5 applicable, will have the authority to compromise, settle, withdraw or otherwise resolve any
6 objections for any Disputed Claim without approval of the Court. The Debtor, prior to the Effective
7 Date, and the Reorganized Debtor, on and after the Effective Date, in consultation with the
8 Committee or the Post-Effective Date Committee, as applicable, will file and serve all objections to,
9 or pleadings seeking the estimation of, Disputed Claims upon the Holder of the Disputed Claim as
10 to which the objection is made no later than the Claims Objection Deadline, which is sixty (60)
11 days after the later of (i) the Effective Date, or (ii) the date on which a Proof of Claim or request for
12 payment with respect to such Disputed Claim is filed with the Court. The Debtor, prior to the
13 Effective Date, and the Reorganized Debtor, on and after the Effective Date, with the consent of the
14 Committee or the Post-Effective Date Committee, as applicable, may extend the Claims Objection
15 Deadline for a single thirty (30) day period by filing a notice of the extended deadline with the
16 Court. Thereafter, the deadline may be further extended only by an Order of the Court.

17 Notwithstanding the Claims Objection Deadline, as discussed above the Debtor intends to file thirty
18 (30) days prior to the Voting Deadline objections to substantially all Disputed Claims that require a
19 material adjustment in accordance with the Debtor's books and records. The Debtor expressly
20 reserves the right to file additional objections to Disputed Claims after the Voting Deadline for
21 those Disputed Claims requiring additional analysis and review as part of the Debtor's ongoing
22 Claims reconciliation process.

23 To the extent a Claim is not a Disputed Claim but is held by a Holder that is or may be
24 liable to the Debtor on account of a Cause of Action, no payments or Distributions shall be made
25 with respect to all or any portion of such Claim unless and until such Cause of Action has been
26 settled, withdrawn, or determined by a Final Order.

1 **M. Estimation**

2 The Debtor or Reorganized Debtor (as applicable) may, at any time, request that the Court
3 estimate any Disputed Claim pursuant to section 502(c) of the Bankruptcy Code regardless of
4 whether there has been a previous objection to such Claim. In the event the Court estimates any
5 Disputed Claim, the estimated amount may constitute a maximum limitation on such Claim, as
6 determined by the Court. Notwithstanding this, the Debtor or Reorganized Debtor (as applicable)
7 may elect to pursue additional proceedings to object to the allowance and payment of such Claim.
8 The aforementioned objection and estimation procedures are cumulative and not exclusive of one
9 another.

10 **N. Treatment of Executory Contracts and Unexpired Leases**

11 Pursuant to sections 365(a) and 1123(b)(2) of the Bankruptcy Code, all executory contracts
12 and unexpired leases that exist between the Debtor and any Person that were not previously rejected
13 by Court Order or by operation of section 365(d)(4) of the Bankruptcy Code, shall be deemed
14 rejected by the Debtor on the Confirmation date and effective as of the Confirmation Date. All
15 Claims arising out of the rejection of an executory contract or unexpired lease must be filed with the
16 Bankruptcy Court and served upon the Debtor on or before the date to be established in the
17 Confirmation Order. Nothing herein shall extend any previous deadlines for filing proofs of claim
18 related to executory contracts and/or unexpired leases that have been rejected by previous order(s)
19 of the Court or by operation of Section 365(d) of the Bankruptcy Code or otherwise.

20 **O. Late Filed Claims**

21 Any Creditor that has filed or intends to file a Proof of Claim after the Claims Bar Date, i.e.,
22 after March 25, 2011 for General Unsecured Claims, and after July 25, 2011 for governmental units
23 (which shall include all entities defined as such in section 101(27) of the Bankruptcy Code), shall
24 file with the Court a motion (attaching the Proof of Claim) under Rule 9006(b)(1) of the
25 Bankruptcy Rules requesting that the Court deem the late filed Claim timely (a "Late Claim
26 Motion"). Any Late Claim Motion must be filed with the Court on or before the date to be
27 established in the Confirmation Order, and must state the reason(s) the Creditor failed to file the
28 Proof of Claim by the Claims Bar Date and all other grounds justifying the deeming of the Proof of

1 Claim as timely. The notice of Plan Confirmation to be delivered pursuant to Rules 3020(c) and
2 2002(f) of the Bankruptcy Rules will set forth such date and constitute notice of such Late Claim
3 Motion bar date. The FAILURE TO FILE A LATE CLAIM MOTION BY SUCH DEADLINE
4 SHALL RESULT IN THE LATE FILED CLAIM BEING (A) AUTOMATICALLY
5 DISALLOWED AND EXPUNGED, (B) FOREVER BARRED FROM ASSERTION, AND (C)
6 NOT ENFORCEABLE AGAINST THE DEBTOR, ITS ESTATE OR ITS PROPERTY
7 WITHOUT THE NEED FOR ANY OBJECTION BY THE DEBTOR OR REORGANIZED
8 DEBTOR (AS APPLICABLE), OR FURTHER ACTION, ORDER OR RULING BY OR OF THE
9 COURT. All rights of the Debtor or the Reorganized Debtor to object to all Late Claim Motions
10 are expressly reserved and preserved.

11 All Creditors that are subject to a different Proof of Claim filing deadline or bar date
12 established separately during the pendency of the Chapter 11 Case by Court Order or otherwise are
13 not required to file a Late Claim Motion.

14 VI.

15 LITIGATION

16 A. Litigation Commenced Prepetition

17 As of the Petition Date, the Debtor was involved in certain litigation as set forth on the
18 Schedules. The Debtor does not believe that any such litigation will have a material impact on this
19 Plan and the feasibility and implementation thereof, if confirmed by the Court.

20 B. Postpetition and Other Potential Causes of Action

21 After the Petition Date, the Debtor has not yet commenced any Causes of Action in the
22 Court or other court. As discussed below, based on a preliminary review and analysis by the Debtor
23 and its professionals, the Debtor anticipates that certain Causes of Action may be commenced on
24 behalf of the Estate prior to or after the Effective Date including but not limited to the Schedule of
25 Retained Causes of Action attached to the Disclosure Statement as Exhibit F, provided, however,
26 that notwithstanding any otherwise applicable principle of law or equity, including, without
27 limitation, any principles of judicial estoppel, res judicata, collateral estoppel, issue preclusion, or
28 any similar doctrine, the failure to list, disclose, describe, identify, analyze or refer to any Cause of

1 Action, or potential Cause of Action, in the Plan, or any other document filed with the Court will in
2 no manner waive, eliminate, modify, release, or alter the Debtor's right to commence, prosecute,
3 defend against, settle, or realize upon, any Cause of Action that the Debtor, the Reorganized Debtor
4 or the Estate has or may have. Unless otherwise provided in this Plan or Confirmation Order, to the
5 extent any filed or to-be-filed Causes of Action are not resolved prior to the Effective Date, the
6 Reorganized Debtor will continue to prosecute, settle, or otherwise resolve or dispose of such
7 Causes of Action against non-Insiders or affiliates (as such term is defined in section 101(2) of the
8 Bankruptcy Code).

9 The Committee or the Post-Effective Date Committee (as applicable) and the Debtor or the
10 Reorganized Debtor (as applicable) shall have joint standing (with the Committee or Post-Effective
11 Date Committee taking the lead in consultation with the Debtor or Reorganized Debtor) to object to
12 and prosecute Claims or Causes of Action by and against any Insider or affiliate (as such term is
13 defined in section 101(2) of the Bankruptcy Code) of the Debtor, including but not limited to Louis
14 S. Wang, Donald Kanner, City Sea Foods Inc., Donald Steier, and Gregory J. Morrow. If the Post-
15 Effective Date Committee dissolves in accordance with this Plan, the Reorganized Debtor (under
16 the direction of the Chief Liquidation Officer) shall have sole standing and the duty to resolve the
17 Claims and Causes of Action involving the Insiders and affiliates (as defined in section 101(2) of
18 the Bankruptcy Code), subject to Court approval, for the benefit of Holders of Class 4 Claims.

19 The discussion in this Article VI is for general informational purposes only. Nothing herein
20 is intended nor should be construed to be any admission or acknowledgement by the Debtor of any
21 matter. The Debtor reserves and preserves all of its respective rights with respect to any potential
22 and/or actual Causes of Action against any Persons.

23 **1. Causes of Action Arising under Chapter 5 of the Bankruptcy Code**

24 The Debtor is conducting an investigation regarding Avoidance Actions. The transfers
25 being considered include (a) preferential transfers made either (i) within the 90-day period prior to
26 the Petition Date, or (ii) with respect to Insiders, one year (including but not limited to the
27 potentially avoidable preferential transfer in the amount of \$1 million to Mr. Wang, as described
28

1 below)), and (b) transfers (if any) for which the Debtor may not have received reasonably
2 equivalent value and made while the Debtor was insolvent.

3 The Debtor disclosed in its Statement of Financial Affairs filed on March 9, 2011 [Dkt. No.
4 120] all payments by the Debtor to Creditors within 90 days prior to the Petition Date (“Schedule of
5 90 Day Transfers”). A copy of the Schedule of Transfers is attached to the Disclosure Statement as
6 Exhibit E. Given that the ultimate recovery to Holders of Class 3b Claims could approach 100%
7 under the high case scenario currently set forth in the Liquidation Analysis, the Debtor has not
8 expended Estate resources to fully evaluate the Schedule of 90 Day Transfers for potential
9 avoidance action defenses. The Debtor reserves the right to do so in the event recoveries fall
10 materially short of 100%.

11 The Debtor’s review is ongoing and, except for the releases provided for in this Plan, the
12 Debtor hereby reserves any and all rights that they may have to file Avoidance Actions against any
13 recipients or other beneficiaries of the transfers being investigated. Except for those actions and
14 claims expressly released under this Plan, all such Avoidance Actions and Causes of Action are
15 expressly reserved and preserved under this Plan.

16 **2. Litigation Against City Seafoods, Inc. and Donald Kanner**

17 The Estate holds claims in excess of \$1.8 million against City Sea Foods Inc. (“City Sea
18 Foods”) and its principal, Donald Kanner. Mr. Kanner is also the holder of 31.5% equity interest in
19 the Debtor. The claims arise from, among other things, the Debtor’s agreement with City Sea
20 Foods as the designated distributor for Carnival Cruise Lines (“Carnival”). In connection therewith,
21 City Sea Foods ordered goods from the Debtor but failed to pay for them. The claims against Mr.
22 Kanner are based on, among other things, fraud, commingling, fraudulent conveyance, and alter
23 ego/piercing the corporate veil principles. The Estate intends to commence a Cause of Action
24 against City Sea Foods and Mr. Kanner seeking to recover the approximately \$1.8 million, plus
25 accrued interest and other damages. These and all other claims of the Estate against Mr. Kanner,
26 City Sea Foods and their affiliates will be retained Causes of Action under the Plan. Mr. Kanner
27 and City Sea Foods are also listed in the Schedule of Retained Causes of Action attached to the
28 Disclosure Statement as Exhibit F.

1 **3. Litigation Against Louis S. Wang**

2 In consultation with the Committee, several Causes of Action have been identified against
3 Louis S. Wang, who is a 20% shareholder, former Chief Financial Officer (“CFO”), and member of
4 the Board of Directors of the Debtor. Mr. Wang disputes each of the Causes of Action set forth
5 below, and is expected to allege factual and legal arguments in defense which may result in a
6 reduced recovery (or even no recovery) for the Debtor or Reorganized Debtor (as applicable) as set
7 forth in the various liquidation scenarios described in the Liquidation Analysis and the
8 accompanying Notes to the Liquidation Analysis.

9 One or more Causes of Action arise from the Debtor’s payment of \$1,000,000 to Mr. Wang
10 within one year prior to the Petition Date. Because Mr. Wang was an Insider, the transfer may be
11 an avoidable and recoverable preferential transfer under section 547 of the Bankruptcy Code. The
12 Debtor timed the filing of its chapter 11 petition to preserve the ability to avoid and recover the
13 \$1,000,000 transfer.

14 Other Causes of Action against Mr. Wang arise from a Proof of Claim that Mr. Wang filed
15 against the Debtor in the amount of \$2,054,933.33. Mr. Wang alleges that he made a \$2,000,000
16 loan to the Debtor (plus interest) under a note agreement, dated January 28, 2010 between the
17 Debtor and Mr. Wang. The Debtor and the Committee believe that the so-called loan may either be
18 equitably subordinated below other General Unsecured Claims, or recharacterized as an equity
19 contribution.

20 Yet another Cause of Action against Mr. Wang arises from the transactions referred to
21 above involving City Sea Foods and Mr. Kanner. The allegation had been made that Mr. Wang, as
22 the CFO, breached his fiduciary duty to the Debtor by, among other things, continuing to extend
23 more than \$4 million of trade credit to City Sea Foods despite its (i) poor credit worthiness, (ii)
24 ongoing payment delinquency, (iii) principal, Mr. Kanner, being a 31.5% shareholder and Insider,
25 (iv) debt having risen to greater than 20% of the outstanding secured debt on the ABL Facility with
26 Wells Fargo (as such terms are defined in the Disclosure Statement) and (v) debt being excluded
27 from the Debtor’s borrowing base calculation on the ABL Facility with Wells Fargo, which
28 hindered the Debtor’s ability to borrow. The Debtor did not carry and does not have director and

1 officer liability insurance that would cover these claims against Mr. Wang. These and all other
2 claims of the Estate against Mr. Wang and his affiliates will be retained Causes of Action under this
3 Plan. Mr. Wang is included in the Schedule of Retained Causes of Action attached to the
4 Disclosure Statement as Exhibit F.

5 **4. Release of Claims Against John Z. Blazeovich in Connection with the**
6 **Bankruptcy Sale**

7 As set forth in Article VI.C of the Disclosure Statement, the Debtor and the Committee
8 entered into a settlement agreement with Mr. Blazeovich that resolved competing claims to the
9 Debtor's intellectual property, which was a condition to the Purchaser's obligation to complete the
10 Sale. In exchange for the settlement, Mr. Blazeovich received an Allowed Claim that is subordinated
11 to all General Unsecured Claims and that will be treated as an Allowed Class 4 Claim under this
12 Plan, together with a general release of all claims of the Estate through the settlement date. On July
13 15, 2011, the Court entered an order approving the settlement agreement with Mr. Blazeovich [Dkt.
14 No. 378].

15 **5. Litigation Related to Weis 5 Star Meal Program**

16 The Estate has identified certain Causes of Action against Weis Markets, Inc. ("Weis"), a
17 former customer of the Debtor. On or about November 2008, the Debtor and Weis entered into a
18 private label "Program Agreement" pursuant to which Weis agreed to purchase a minimum number
19 of private-label convenience meals over a two-year period. Weis, however, unilaterally terminated
20 the agreement prior to fulfilling its contractual minimum purchase obligation. The Debtor intends
21 to commence a Cause of Action against Weis to recover unique raw material and unamortized costs
22 in excess of \$75,000 that the Debtor incurred under the Program Agreement, plus other
23 compensatory and consequential breach of contract damages that the Debtor has not yet fully
24 determined. Weis Markets, Inc. is included in the Schedule of Retained Causes of Action attached
25 to the Disclosure Statement as Exhibit F.

1 the pursuit of Confirmation of this Plan, the consummation of this Plan, the administration of
2 this Plan, or the property to be liquidated and/or distributed under this Plan, and that could have
3 been asserted by or on behalf of the Debtor or its Estate, in any such case, against the Debtor
4 Released Parties.

5 No provision of this Plan or of the Confirmation Order, including without limitation, any
6 release or exculpation provision, shall modify, release or otherwise limit the liability of
7 any person not specifically released hereunder, including without limitation, any person that
8 is a co-obligor or joint tortfeasor of a Debtor Released Party or that otherwise is liable under
9 theories of vicarious or other derivative liability.

10 Wells Fargo and Wells Fargo Northwest each shall be a Debtor Released Party if Wells
11 Fargo Northwest votes to accept this Plan and the lesser treatment provided for its Class 2a
12 Claim under the Class 2a Ballot.

13 **B. Release by Holders of Claims**

14 On the Effective Date (a) each Person that votes to accept this Plan, and (b) to the
15 fullest extent permissible under applicable law, as such law may be extended or
16 interpreted subsequent to the Effective Date, all Holders of Claims (each, a "Release
17 Obligor"), in consideration for the obligations of the Debtor and Reorganized Debtor under this
18 Plan and the Cash and other consideration to be delivered in connection with this Plan, shall
19 have conclusively, absolutely, unconditionally, irrevocably and forever, released each
20 Released Party from any claim or cause of action existing as of the Effective Date arising from,
21 based on or relating to, in whole or in part, the subject matter of, or the transaction or event
22 giving rise to, the Claim of such Release Obligor, and any act, omission, occurrence or event in
23 any manner related to such subject matter, transaction or obligation and any act, omission,
24 occurrence, representation or failure to act that occurred prior to the Petition Date, including
25 the decision to file and the preparation and filing of the Chapter 11 Case and the timing of the
26 commencement of the Chapter 11 Case.

27 Notwithstanding anything to the contrary in this Plan or the Confirmation Order,
28 Louis S. Wang shall not be deemed to have released any (i) liabilities, interests, rights,

1 damages, claims, or causes of action against John Z. Blazeovich solely related to personal loans
2 by Mr. Wang to Mr. Blazeovich (if any), and (ii) interests, liabilities, rights, damages, claims, or
3 causes of action in, to or against Yeenin Frozen Foods, Co.

4 Wells Fargo and Wells Fargo Northwest each shall be a Released Party if Wells Fargo
5 Northwest votes to accept this Plan and the lesser treatment provided for its Class 2a Claim
6 under the Class 2a Ballot.

7 **C. Injunction**

8 Except as otherwise provided in this Plan, the Confirmation Order shall provide,
9 among other things, that from and after the Effective Date all Persons who have held, hold or
10 may hold Claims against or Interests in the Debtor are permanently enjoined from taking any
11 of the following actions against the Estate, the Reorganized Debtor, or any of their property
12 on account of any such Claims or Interests: (A) commencing or continuing, in any manner or
13 in any place, directly or indirectly, any suit, action or other proceeding of any kind; (B)
14 enforcing, attaching, collecting, or recovering in any manner any judgment, award, decree or
15 order; (C) creating, perfecting, or enforcing any lien or encumbrance; (D) asserting a setoff,
16 right of subrogation, or recoupment of any kind against any debt, liability, or obligation due
17 to the Debtor; and (E) commencing or continuing, in any manner or in any place, any action
18 that does not comply with or is inconsistent with the provisions of this Plan; provided,
19 however, that nothing contained herein shall preclude such Persons from exercising their
20 rights pursuant to and consistent with the terms of this Plan or the Confirmation Order.

21 **D. Exculpation**

22 Except to the extent arising from willful misconduct or gross negligence, any and all
23 claims, liabilities, causes of action, rights, damages, costs and obligations held by any party
24 against the Exculpation Parties and their respective attorneys, accountants, agents and other
25 professionals, and their officers, directors and employees, whether known or unknown,
26 matured or contingent, liquidated or unliquidated, existing, arising or accruing, whether or
27 not yet due in any manner related to the Debtor, the Chapter 11 Case, the Sale, the negotiation
28 and filing of this Plan, the Disclosure Statement, the filing of the Chapter 11 Case, the pursuit of

1 **Confirmation of this Plan, the consummation of this Plan, the administration of this Plan, or**
2 **the property to be liquidated and/or distributed under this Plan , will be deemed fully waived,**
3 **barred, released and discharged in all respects, except as to rights, obligations, duties, claims**
4 **and responsibilities preserved, created or established by terms of this Plan.**

5 **Pursuant to section 1125(e) of the Bankruptcy Code, the Debtor and the Committee**
6 **and their respective present and former members, officers, directors, employees, agents,**
7 **advisors, representatives, successors or assigns, and any Professionals (acting in such**
8 **capacity) employed by any of the foregoing entities will neither have nor incur any liability to**
9 **any Person for their role in soliciting acceptance or rejection of this Plan.**

10 **Wells Fargo and Wells Fargo Northwest each shall be an Exculpated Party if Wells**
11 **Fargo Northwest votes to accept this Plan and the lesser treatment provided for its Class 2a**
12 **Claim under the Class 2a Ballot.**

13 **E. Nondischarge of the Debtor**

14 In accordance with section 1141(a)(3) of the Bankruptcy Code, the Confirmation Order will
15 not discharge Claims. However, no Holder of a Claim may receive any payment from, or seek
16 recourse against, any Assets that are to be Distributed under this Plan other than Assets required to
17 be Distributed to that Holder pursuant to this Plan. As of the Confirmation Date, all Persons are
18 enjoined from asserting against any property that is to be Distributed under this Plan any Claims,
19 rights, causes of action, liabilities, or interests based upon any act, omission, transaction, or other
20 activity that occurred before the Confirmation Date except as expressly provided in this Plan or the
21 Confirmation Order.

22 **VIII.**

23 **OTHER PLAN PROVISIONS**

24 **A. Exemption from Stamp, Transfer and Other Taxes**

25 Pursuant to section 1146(a) of the Bankruptcy Code, the issuance, transfer, or exchange of
26 Assets under this Plan by the Debtor, the creation of any mortgage, deed of trust, or other security
27 interest, the making or assignment of any lease or sublease, or the making or delivery of any deed
28

1 or instrument of transfer under, in furtherance of, or in connection with this Plan, shall not be
2 subject to any stamp, real estate transfer, mortgage recording, or other similar tax.

3 **B. Entry of a Final Decree**

4 Promptly following the liquidation or other disposition of all remaining Assets and the
5 Distribution of all Distributable Cash and monies in the Reserves pursuant to this Plan, the
6 Reorganized Debtor, in consultation with the Post-Effective Date Committee, will file a motion
7 with the Court to obtain entry of a final decree closing the Chapter 11 Case. Upon the entry of the
8 final decree, the Reorganized Debtor, in consultation with the Post-Effective Date Committee, will
9 be authorized in its sole and absolute discretion to have discarded or destroyed any and all pre-
10 Effective Date books and records of the Debtor in said parties' custody or control.

11 **C. Post-Effective Date Quarterly Fees**

12 After the Effective Date, the Reorganized Debtor will pay all U.S. Trustee Fees.

13 **D. Post-Effective Date Status Reports**

14 The Reorganized Debtor, in consultation with the Post-Effective Date Committee, will file
15 status reports regarding the status of implementation of this Plan and the review, prosecution and
16 resolution of Causes of Action, respectively, every 120 days following the entry of the
17 Confirmation Order through entry of a final decree closing the Chapter 11 Case, or as otherwise
18 ordered by the Court.

19 **E. Withholding and Reporting Requirements**

20 In connection with the consummation of this Plan, the Reorganized Debtor will comply with
21 all withholding and reporting requirements imposed by any federal, state, local or foreign taxing
22 authority and all Distributions hereunder will be subject to any such withholding and reporting
23 requirements. The Reorganized Debtor may reasonably request tax reporting information from
24 persons entitled to receive Distributions under this Plan and may withhold the payment of such
25 Distributions pending the receipt of such tax reporting information.

26 **F. Evidence of Claims**

27 As of the Effective Date, evidence of Claims will represent only the right to receive
28 Distributions under this Plan.

1 **G. Cancellation of Interests**

2 On the Effective Date of this Plan, all Interests shall be deemed without monetary value as a
3 result of the insolvency of the Debtor taking into account all Claims, including those in Class 4.
4 Because the value of the Debtor's Assets is less than the total value of its liabilities, it is impossible
5 for Holders of Interests to be entitled to receive any Distributions on account of such Interests. All
6 Interests shall be deemed cancelled, annulled and extinguished without any further action by the
7 Debtor or any other entity upon the later of (i) a filing by the Reorganized Debtor with the Court
8 stating that all Assets have been Distributed pursuant to this Plan, and (ii) the dissolution of the
9 Reorganized Debtor in accordance with applicable law and, if necessary, the filing of a certificate of
10 dissolution with the appropriate office of the State of California.

11 Upon such cancellation, any issued and outstanding shares of common stock, preferred
12 stock, stock options, warrants, membership interests, or other evidence of Interests in securities of
13 the Debtor will be of no further force or effect. Holders of Interests will retain no rights and receive
14 no consideration on account of these Interests, and entities holding any evidence of Interests in the
15 Debtor will have no rights arising from or relating to such evidence of their Interests or their
16 cancellation.

17 **H. No Admissions**

18 Except as specifically provided in this Plan, nothing contained in this Plan will be deemed
19 or construed in any way as an admission by the Debtor or its Estate with respect to any matter set
20 forth in this Plan, including the amount or allowability of any Claim, or the value of any property of
21 the Estate.

22 Notwithstanding anything to the contrary in this Plan, if this Plan is not confirmed or the
23 Effective Date does not occur, this Plan will be null and void, and nothing contained in this Plan
24 will: (a) be deemed to be an admission by the Debtor with respect to any matter discussed in this
25 Plan, including liability on any Claim or the propriety of any Claim's classification; (b) constitute a
26 waiver, acknowledgement, or release of any Claims, Interests, or any claims held by the Debtor; or
27 (c) prejudice in any manner the rights of the Debtor or the Estate in any further proceedings.
28

1 **I. Revocation of this Plan**

2 The Debtor reserves the right to withdraw this Plan before the Confirmation Date.

3 **J. Successors and Assigns**

4 The rights, benefits, and obligations of any entity referred to in this Plan will be binding on,
5 and will inure to the benefit of, any heir, executor, administrator, successor, or assign of that entity.

6 **K. Nonconsensual Confirmation**

7 In the event that the Classes entitled to vote to accept or reject this Plan fail to accept this
8 Plan in accordance with section 1129(a)(8) of the Bankruptcy Code, the Debtor reserves the right to
9 modify this Plan in accordance with section 1127(a) of the Bankruptcy Code.

10 **L. Saturday, Sunday, or Legal Holiday**

11 If any payment or act under this Plan should be made or performed on a day that is not a
12 Business Day, then the payment or act may be completed on the next succeeding day that is a
13 Business Day, in which event the payment or act will be deemed to have been completed on the
14 required day.

15 **M. No Waiver**

16 The Debtor intends to file numerous objections to Claims. However, no action or failure to
17 act other than a legally effective express waiver or release will be deemed a waiver or release of the
18 right of the Debtor or the Reorganized Debtor (as applicable), before or after solicitation of votes on
19 this Plan or before or after Confirmation or the Effective Date to (a) object to or examine any Claim
20 or Administrative Expense Claim, in whole or in part, or (b) retain and either assign or exclusively
21 assert, pursue, prosecute, utilize, otherwise act or otherwise enforce any Cause of Action.

22 **N. Plan Modification**

23 Subject to the restrictions set forth in section 1127 of the Bankruptcy Code, the Debtor
24 reserves the right to alter, amend, or modify this Plan before it is substantially consummated.

25 **O. Severability of Plan Provisions**

26 If, before Confirmation, the Court holds that any Plan term or provision is invalid, void, or
27 unenforceable, the Court may alter or interpret that term or provision so that it is valid and
28 enforceable to the maximum extent possible consistent with the original purpose of that term or

1 provision. That term or provision will then be applicable as altered or interpreted. Notwithstanding
2 any such holding, alteration, or interpretation, this Plan's remaining terms and provisions will
3 remain in full force and effect and will in no way be affected, impaired, or invalidated. The
4 Confirmation Order will constitute a judicial determination providing that each Plan term and
5 provision, as it may have been altered or interpreted in accordance with this Article VIII, is valid
6 and enforceable under its terms.

7 **P. Governing Law**

8 The rights and obligations arising under this Plan and any agreements, contracts, documents,
9 or instruments executed in connection with this Plan will be governed by, and construed and
10 enforced in accordance with, California law without giving effect to California law's conflict of law
11 principles, unless a rule of law or procedure is supplied by: (a) federal law (including the
12 Bankruptcy Code and the Bankruptcy Rules); or (b) an express choice-of-law provision in any
13 document provided for, or executed under or in connection with, this Plan.

14 **Q. Retention of Jurisdiction**

15 **1. Jurisdiction**

16 Until the Chapter 11 Case is closed, the Court shall retain the fullest and most extensive
17 jurisdiction as is legally permissible under applicable law, including under sections 105(a) and
18 1142 of the Bankruptcy Code, including that which is necessary to ensure that the purpose and
19 intent of this Plan are carried out and to hear and determine all objections thereto that could have
20 been brought before the entry of the Confirmation Order. The Court will retain jurisdiction to hear
21 and determine all Claims against and Interests in the Debtors and to enforce all Causes of Action
22 and any related counterclaims, cross-claims, and/or third-party claims over which the Court
23 otherwise has jurisdiction. Nothing contained in this Plan will prevent the Debtor from taking any
24 action as may be necessary to enforce any Cause of Action that may exist on behalf of the Debtor and
25 that may not have been enforced or prosecuted by the Debtor.

26 **2. Examination of Claims**

27 Following the Confirmation Date, the Court will retain jurisdiction over the Disputed Claims
28 Process and decide any disputes concerning the classification and allowance of any Claim or

1 Interest and the reexamination of Claims that have been allowed for the purposes of voting, and the
2 determination of any objections as may be filed to Claims. The failure of the Debtor to object
3 to, or to examine, any Claim for the purposes of voting will not be deemed a waiver of its right to
4 object to, or to re-examine, the Claim in whole or in part.

5 **3. Determination of Disputes**

6 The Court will retain jurisdiction after the Confirmation Date to determine (a) all
7 questions and disputes regarding title to Assets, (b) disputes concerning the allowance of Claims,
8 (c) all Causes of Action, controversies, disputes, or conflicts, whether or not subject to any
9 pending action, to recover property pursuant to the provisions of the Bankruptcy Code, and (d) all
10 disputes and controversies regarding the operation, implementation, and interpretation of this
11 Plan, the Confirmation Order, and any agreements that are identified or implement this Plan or the
12 Confirmation Order.

13 **4. Additional Purposes**

14 Under sections 105(a) and 1142 of the Bankruptcy Code, and notwithstanding entry of the
15 Confirmation Order, occurrence of the Effective Date and/or substantial consummation of this
16 Plan, the Court will retain exclusive jurisdiction over all matters arising out of or related to the
17 Chapter 11 Case and this Plan to the fullest extent permitted by applicable law, including but not
18 limited to jurisdiction to:

19 (a) hear and determine any modification of this Plan pursuant to section 1127 of
20 the Bankruptcy Code, to cure any defect or omission or reconcile any inconsistency in this Plan,
21 or any Order of the Court, including the Confirmation Order, in such a manner as may be
22 necessary or appropriate to carry out the purposes and effects thereof;

23 (b) hear and determine disputes, issue injunctions, enter and implement other
24 Orders and take such other actions as may be necessary or appropriate to execute, interpret,
25 implement, consummate, or enforce the terms and conditions of this Plan and the
26 transactions contemplated thereunder, the Confirmation Order, the Disclosure Statement, or
27 any other Order of the Court, or to maintain the integrity of this Plan following Confirmation;

28 (c) hear and determine any and all adversary proceedings, motions,

1 applications, and contested or litigated matters arising out of or related to Chapter 11 Case or
2 this Plan;

3 (d) enforce all Orders, judgments, injunctions, releases, exculpations,
4 indemnifications, and rulings entered or approved in the Chapter 11 Case;

5 (e) hear and determine all disputes involving the existence, nature, or scope of the
6 discharge, injunctions, releases, exculpations, and indemnifications granted pursuant to this Plan
7 or the Confirmation Order;

8 (f) hear and determine disputes arising in connection with the execution,
9 interpretation, implementation, consummation, or enforcement of this Plan, the Confirmation
10 Order, any transactions, performance or payments provided for or contemplated in this Plan or
11 the Confirmation Order, or any agreement, instrument or other document governing or relating to
12 any of the foregoing;

13 (g) construe and apply any findings of fact and/or conclusions of law made in or
14 in connection with the Confirmation Order;

15 (h) adjudicate matters arising in the Chapter 11 Case, including matters relating
16 to the formulation and consummation of this Plan;

17 (i) enter any Orders, including injunctions, as are necessary to enforce title,
18 rights, and powers of the Debtors to impose any limitations, restrictions, terms and conditions on
19 such title, rights, and powers as the Court may deem necessary;

20 (j) hear and determine all questions and disputes regarding title to or recovery of
21 the Assets and property of the Debtor;

22 (k) enter a final decree closing the Chapter 11 Case;

23 (l) correct any defect, cure any omission, or reconcile any inconsistency in this
24 Plan or the Confirmation Order as may be necessary to carry out the purposes and intent of this Plan
25 and the Confirmation Order including the adjustment of the date(s) of performance under this Plan
26 and any other documents related thereto if the Effective Date does not occur as provided herein, so
27 that the intended effect of this Plan and such other documents may be substantially realized thereby;

28 (m) enter, implement or enforce such Orders as may be appropriate if the

1 Confirmation Order is for any reason stayed, reversed, revoked, modified, or vacated;

2 (n) hear and determine all applications for compensation and reimbursement of
3 expenses of Professionals or any other Person under this Plan or under sections 330, 331, 503(b),
4 1103 and 1129(a)(4) of the Bankruptcy Code;

5 (o) hear and determine issues concerning federal tax reporting and
6 withholding that arise in connection with the Confirmation or consummation of this Plan;

7 (p) hear and determine issues concerning state, local and federal taxes in
8 accordance with sections 346, 505 and 1146 of the Bankruptcy Code;

9 (q) hear and determine any objection to any Claim (including any
10 Administrative Claim), including the allowance, classification, priority, secured status,
11 compromise, estimation, subordination, or payment thereof;

12 (r) allow, disallow, determine, liquidate, classify, estimate or establish the
13 priority, secured, unsecured, or subordinated status of any Claim (including any Administrative
14 Claim) and to re-examine Claims that have been allowed for purposes of voting;

15 (s) hear and determine any Cause of Action and any collection or settlement
16 matters related thereto (if applicable);

17 (t) hear and determine any disputes or litigation regarding the validity,
18 priority, or extent of any lien and any Claim associated therewith; and

19 (q) hear and to determine any other matter related hereto and not inconsistent with
20 this Plan, the Confirmation Order, the Bankruptcy Code, or Title 28 of the United States Code.

21 **5. Failure of the Court to Exercise Jurisdiction**

22 If the Court abstains from exercising, or declines to exercise, jurisdiction or is otherwise
23 without jurisdiction over any matter arising in, arising under, or related to the Chapter 11 Case,
24 including the matters set forth in Article VIII of this Plan, the provisions of this Article VIII shall
25 have no effect upon and shall not control, prohibit, or limit the exercise of jurisdiction by any other
26 court having jurisdiction with respect to such matter.

IX.

RECOMMENDATION AND CONCLUSION

Both the Debtor and Committee believe that Confirmation and implementation of this Plan are preferable to any other alternative because, in their view, this Plan will provide Holders of Allowed Claims with the maximum recovery. Accordingly, the Debtor and the Committee urge Creditors to vote to accept this Plan.

Dated: November 3, 2011

PACHULSKI STANG ZIEHL & JONES LLP

By: /s/
Jeffrey N. Pomerantz (CA Bar No. 143717)
Jeffrey W. Dulberg (CA Bar No. 181200)
Local/Conflicts Counsel for Debtor

KELLEY DRYE & WARREN LLP

Craig A. Wolfe (CA Bar No. 200870)
Jason R. Alderson (CA Bar No. 233176)
Counsel for Debtor

EXHIBIT B – LIQUIDATION ANALYSIS

Liquidation Analysis <i>Notes refer to the Notes to the Liquidation Analysis</i>	Creditor Recovery Range			
	Chapter 7	Low	Mid	High
Cash:				
Cash On Hand	6,854,928	6,854,928	6,854,928	6,854,928
USDA Escrowed Proceeds	1,500,000	1,500,000	1,500,000	1,500,000
Total Cash	8,354,928	8,354,928	8,354,928	8,354,928
Other:				
Expected Refunds (NOTE #1)	630,000	630,000	630,000	800,000
Contingent Assets:				
Working Capital Escrow (NOTE #2)	(687,244)	(687,244)	-	-
City Seafood Receivable (NOTE #3)	100,000	-	350,000	1,800,000
Miscellaneous Accounts Receivable (NOTE #4)	10,000	10,000	45,000	60,000
Total	8,407,684	8,307,684	9,379,928	11,014,928
Available for Administrative and Priority Tax Claims	8,407,684	8,307,684	9,379,928	11,014,928
Administrative and Priority Tax Claims:				
Administrative (filed or scheduled) (NOTE #5)	186,570	186,570	116,679	46,788
Accrued But Unpaid Professional Fees Through 9/30 (NOTE#6)	893,339	893,339	893,339	893,339
Est. Accrued But Unpaid Professional Fees 10/1 to 10/31 (NOTE#6)		282,000	282,000	282,000
Est. Professional Fees 11/1/11 through Final Decree (NOTE#6)		424,661	424,661	424,661
Estate Admin. Exp. (Comm'n., record storage, postage) (NOTE#7)	300,000	360,000	375,000	360,000
Adversary Proceeding Litigation (All Litigation) (NOTE#8)	300,000	500,000	500,000	500,000
Estimated Chapter 7 Trustee Fees (11 USC 326(a))	279,941	-	-	-
Chapter 7 Trustee Expenses/Accountant Fees (NOTE#9)	800,000	-	-	-
United States Trustee Fees		13,325	13,325	13,325
Priority Tax Claims (filed or scheduled) (NOTE#10)	494,737	341,993	189,250	36,507
Total Estimated Administrative and Priority Claims	3,254,587	3,001,889	2,794,254	2,556,620
Net Available for Distribution to Classified Claims	5,153,097	5,305,795	6,585,674	8,458,308
Class 1 Priority Non-Tax Claims (filed/scheduled) (Est) (NOTE#11)	138,969	138,169	103,530	68,892
Class 2a Wells Fargo Aircraft Lease Claim (NOTE#12)	1,609,379	1,609,379	804,689	1,300,000
Class 2b Other Secured Claims (Estimated) (NOTE#13)	550,910	3,057	3,057	3,057
Net Distributable Value to General Unsecured Claims	2,853,840	3,555,190	5,674,397	7,086,360
L. Wang General Unsecured Claim Recovery (NOTE#14)	2,053,333.33	2,053,333	1,026,667	-
Estimated General Unsecured Claims (and Interests)				
Class 3 General Unsecured Claims (Est) (Minus L. Wang) (NOTE#15)	6,367,131	4,875,113	5,666,002	3,251,364
Class 4 Subordinated Claims	12,225,000	12,225,000	12,225,000	12,225,000
Class 5 Interests	n/a	n/a	n/a	n/a
Total Class 3 General Unsecured Claims (Estimated) (With L. Wang)	8,420,464.00	6,928,446	6,692,669	3,251,364

Estimated Dist. Range - 0% Creditors Electing Class 3a Treatment	Chapter 7	Low	Mid	High
Administrative Claims	100.0%	100.0%	100.0%	100.0%
Priority Tax Claims	100.0%	100.0%	100.0%	100.0%
Class 1 - Other Priority Non-Tax Claims	100.0%	100.0%	100.0%	100.0%
Class 2 - Secured Tax Claims	100.0%	100.0%	100.0%	100.0%
Class 3 - General Unsecured Claims	33.9%	51.3%	84.8%	100.0%
Class 4 - Subordinated Claims	0.0%	0.0%	0.0%	31.4%
Class 5 - Interests	0.0%	0.0%	0.0%	0.0%

Estimated Dist. Range - 25% Creditors Electing Class 3a Treatment	Chapter 7	Low	Mid	High
Administrative Claims	n/a	100.0%	100.0%	100.0%
Priority Tax Claims	n/a	100.0%	100.0%	100.0%
Class 1 - Other Priority Non-Tax Claims	n/a	100.0%	100.0%	100.0%
Class 2 - Secured Tax Claims	n/a	100.0%	100.0%	100.0%
Class 3 - General Unsecured Claims	n/a	54.2%	90.5%	100.0%
Class 4 - Subordinated Claims	n/a	0.0%	0.0%	33.4%
Class 5 - Interests	n/a	0.0%	0.0%	0.0%

Estimated Dist. Range - 50% Creditors Electing Class 3a Treatment	Chapter 7	Low	Mid	High
Administrative Claims	n/a	100.0%	100.0%	100.0%
Priority Tax Claims	n/a	100.0%	100.0%	100.0%
Class 1 - Other Priority Non-Tax Claims	n/a	100.0%	100.0%	100.0%
Class 2 - Secured Tax Claims	n/a	100.0%	100.0%	100.0%
Class 3 - General Unsecured Claims	n/a	57.4%	97.1%	100.0%
Class 4 - Subordinated Claims	n/a	0.0%	0.0%	35.4%
Class 5 - Interests	n/a	0.0%	0.0%	0.0%

Estimated Dist. Range - 75% Creditors Electing Class 3a Treatment	Chapter 7	Low	Mid	High
Administrative Claims	n/a	100.0%	100.0%	100.0%
Priority Tax Claims	n/a	100.0%	100.0%	100.0%
Class 1 - Other Priority Non-Tax Claims	n/a	100.0%	100.0%	100.0%
Class 2 - Secured Tax Claims	n/a	100.0%	100.0%	100.0%
Class 3 - General Unsecured Claims	n/a	61.0%	100.0%	100.0%
Class 4 - Subordinated Claims	n/a	0.0%	10.5%	37.4%
Class 5 - Interests	n/a	0.0%	0.0%	0.0%

Estimated Dist. Range - 100% Creditors Electing Class 3a Treatment	Chapter 7	Low	Mid	High
Administrative Claims	n/a	100.0%	100.0%	100.0%
Priority Tax Claims	n/a	100.0%	100.0%	100.0%
Class 1 - Other Priority Non-Tax Claims	n/a	100.0%	100.0%	100.0%
Class 2 - Secured Tax Claims	n/a	100.0%	100.0%	100.0%
Class 3 - General Unsecured Claims	n/a	65.0%	100.0%	100.0%
Class 4 - Subordinated Claims	n/a	0.0%	14.0%	39.3%
Class 5 - Interests	n/a	0.0%	0.0%	0.0%

EXHIBIT C – NOTES TO THE LIQUIDATION ANALYSIS

**IN RE CONTESSA LIQUIDATING CO., INC.
UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA (CASE NO. 11-13454 (PC))**

LIQUIDATION ANALYSIS NOTES¹

ASSUMPTIONS REGARDING CASH

1) Expected Refunds:

- Chapter 7/Low/Mid: \$630,000. This represents the amount of anti-dumping refunds that the Debtor has a high level of confidence will become available for distribution.
- High Range: \$800,000. This represents the \$630,000 (above) in expected anti-dumping refunds and assumes an additional \$170,000 in refunds that the Debtor has a significantly lower level of confidence will become available for distribution.

2) Working Capital Adjustment Escrow:

- Chapter 7/Low: (\$687,244). On October 19, 2011, the purchaser of the Debtor's assets submitted to the Debtor its working capital adjustment. At the July 15, 2011 closing of the Sale, the Purchaser and the Debtor escrowed \$1 million to cover any amounts that may be owed to the Purchaser based on the final calculation. The \$1 million remains in escrow. According to the Purchaser's position on the working capital adjustment, the Debtor owes the Purchaser \$687,244 in addition to the \$1 million in the escrow. Although the Debtor has not yet formally disputed the Purchaser's working capital calculation, it believes there are irregularities in it and has initiated an audit procedure. Accordingly, the Chapter 7 and low range assume the worst case result in the audit or dispute resolution process involving the Purchaser's calculation.
- Mid/High Range: This assumes that there will be no more than a \$1 million working capital adjustment that results in the release of the \$1 million in escrow to the Purchaser. It is possible, however, that all or part of the escrowed funds could be released to the Debtor if the working capital adjustment audit or dispute resolution procedures results in a favorable outcome to the Debtor. If that happens, distributions to creditors will exceed the distribution ranges estimated in the liquidation analysis.

¹ Nothing contained in the Liquidation Analysis or these notes to the Liquidation Analysis shall be deemed or construed in any way as an admission by the Debtor or its Estate with respect to the amount or allowability of any Claim (as defined in section 101(5) of the Bankruptcy Code) or the value of any property of the Estate.

3) City Seafood/D. Kanner Litigation Receivable:

- Chapter 7: \$100,000. This assumes that the Chapter 7 trustee will realize a low settlement recovery but with reduced litigation costs, and less extensive involvement by Debtor's current management -- the primary person(s) with knowledge of key facts underpinning this litigation.
- Low Range: \$0. This assumes that the Debtor litigates against City Seafood and D. Kanner but does not prevail.
- Mid Range: \$350,000. This assumes a negotiated settlement with the involvement of the Debtor's current management, who has extensive knowledge of the facts.
- High Range: \$1,800,000. This assumes that the Debtor obtains a full judgment against City Seafood and/or D. Kanner, but without material interest.

4) Miscellaneous Accounts Receivable:

- Chapter 7/Low: \$10,000. The Debtor anticipates receiving small refunds from Safeway and potentially others that will become available for distribution.
- Mid/High: \$45,00 to \$60,000. This assumes additional recoveries as a result of litigating the Weis 5 Star Meal breach of contract action with the involvement of current management.

ASSUMPTIONS REGARDING CASE ADMINISTRATION; ADMINISTRATIVE AND PRIORITY TAX CLAIMS

5) Administrative (filed or scheduled) Claims:

- Chapter 7/Low Range: \$186,570.00. This assumes that the remaining face amount of scheduled or filed claims after subsequent payments will be allowed.
- Mid Range: \$116,679.00. This represents the mid-point between the low and high range.
- High Range: \$46,788.00. This assumes further reductions in the face amount of scheduled and/or filed claims based on, in contrast to the Chapter 7 recovery assumptions, the continued involvement and consultation of the Debtor's current management, who has knowledge of the facts that, in turn, provide defenses to the amounts alleged due and owing.

6) Estimated and Accrued Professional Fees Through Final Decree: \$1,600,000

A). Accrued But Unpaid Professional Fees Through 9/30/11

- Chapter 7/Low/Mid/High: \$893,338.52. This represents accrued but unpaid professional fees (Debtor and the Committee) that have been accrued through September 30, 2011.

B). Estimated Accrued But Unpaid Professional Fees 10/1 to 10/31/2011

- Low/Mid/High: \$282,000. This represents estimated accrued but unpaid professional fees (Debtor and the Committee) from October 1, 2011 through October 31, 2011.

C). Estimated Professional Fees from 11/1/11 Through Final Decree.

- Low/Mid/High: \$424,661.48. This assumes accrued and estimated professional fees for the Debtor and the Committee through the final decree, and includes amounts for the Claim objection process and avoidance actions if claims in Class 3 do not recover in full. If necessary, a portion of the adversary proceeding litigation budget discussed in Note #8 below may be available to cover any shortfalls in the Claim objection process.

7) Estate Administration Expense:

- Chapter 7: \$300,000. Assumes that the Chapter 7 trustee will retain the Debtor's current management to assist in the wind down of the Estate at \$50,000 per month for 6 months.
- Low/Mid/High: \$360,000 to \$375,000. This represents case administration expenses, such as communications, solicitation and related noticing, postage, storage, and also includes the requested compensation of Debtor's current management to assist in the wind down of the Debtor's Estate at \$50,000 per month for six months.

8) Adversary Proceeding Litigation:

- Chapter 7: \$300,000. This reflects all litigation expenses, including litigation against City Seafood and D. Kanner, as well as L. Wang.
- Low/Mid/High: \$500,000. This reflects all litigation expenses, including City Seafood and D. Kanner, and L. Wang. This amount assumes the full cooperation of Debtor's current management, who has knowledge of the facts underpinning the litigation.

9) Chapter 7 Trustee Expenses/Accountant Fees: \$800,000. This assumes that the Chapter 7 Trustee will retain counsel and other professionals to assist with the wind down of the Estate.

10) Priority Tax Claims (filed or scheduled):

- Chapter 7: \$494,737. This assumes that the remaining face amount of scheduled or filed claims after subsequent payments will be allowed.

- Low Range: \$341,993. This assumes a certain reductions with the assistance of Debtor's current management who has a knowledge of the facts that will provide the basis for Claim objections.
- Mid Range: \$189,250. This assumes a further reductions as a result of Claim objections.
- High Range: 36,507. This represents the best case scenario as a result of Claim objections..

CLASS ASSUMPTIONS

11) Class 1 Priority Non-Tax Claims (filed or scheduled):

- Chapter 7/Low: \$138,969. This assumes that the remaining face amount of Scheduled or filed Claims after subsequent payments will be allowed.
- Mid Range: \$103,530. This represents the mid point between low and high.
- High Range: \$68,892. This assumes further reductions in the face amount of Scheduled or filed Claims based on the involvement and consultation of Debtor's current management, who has knowledge of the facts that underpin the Claim objections.

12) Class 2a Secured Claims:

- Chapter 7: \$1,609,379. This represents the face amount of the Wells Fargo Aircraft Lease Claim. This assumes no reductions in the face amount.
- Low Range: \$1,609,379. This represents the face amount of the Wells Fargo Aircraft Lease Claim. This assumes no reductions in the face amount.
- Mid Range: \$807,746. This assumes that 50% of the Wells Fargo Aircraft Lease Claim will be reclassified as a General Unsecured Claim pursuant to litigation and/or settlement.
- High Range: \$1,300,000. This assumes that Well Fargo Northwest, on account of the Wells Fargo Aircraft Lease Claim, will vote to accept the Plan pursuant to the Class 2a Ballot and the lesser treatment provided for under the Plan.

13) Class 2b Other Secured Claims:

- Chapter 7: \$550,910. This represents the face amount of scheduled or filed Other Secured Claims after distributions from the Sale. This assumes no further reductions in such face amounts.
- Low Range: \$3,057. This assumes, with the assistance of Debtor's current management, certain reductions as a result of Claim objections in the amount of \$547,853.
- Mid Range: \$3,057. Same assumptions as in the low range.

- High Range: \$3,057. Same assumptions as in the low and mid range.

14) Louis Wang General Unsecured Claim:

- Chapter 7: \$2,053,333.33. This assumes no reduction in the face amount of the L. Wang Claim.
- Low Range: \$2,053,333.33. This assumes no reduction in the face amount of the L. Wang Claim.
- Mid Range: \$1,026,667. This assumes, with the assistance of Debtor's current management, that 50% of the L. Wang Claim will be disallowed, subordinated to equity, or placed in Class 4 (subordinated General Unsecured Claims) pursuant to settlement rather than litigating to judgment. The remaining \$1,026,667 will become an Allowed Class 3 General Unsecured Claim.
- High Range: \$0. This assumes, with the assistance of Debtor's current management, that 100% of the L. Wang Claim will be disallowed, subordinated to equity, or placed in Class 4 (subordinated General Unsecured Claims) as a result of litigation.

15) Class 3 General Unsecured Claims:

- Chapter 7: \$8,406,664.00. (\$6,353,331 (General Unsecured Claim pool minus L. Wang) + \$2,053,333.33 (L. Wang)).
 - This represents the face amount of all filed or Scheduled Claims without duplication, and the Debtor's best estimate of Claims that assert unliquidated amounts. This further assumes no further reductions in such face amounts.
- Low Range: \$6,914,646. The low range consists of the following: \$4,861,313 (General Unsecured Claim pool minus L. Wang) + \$2,053,333.33 (L. Wang).
 - The \$4,861,313 General Unsecured Claim pool amount represents \$6,353,331 after settling and/or resolving certain material Claim objections in favor of the Debtor.
 - The Low Range (i) does not include filed (or Scheduled) Claims that the Debtor is certain have been paid, and (ii) includes Claims that the Debtor believes (and will confirm through the Claim objection process) could have been paid, offset or otherwise settled.
- Mid Range: \$6,692,669. The mid range consists of the following: \$5,666,002 (\$4,861,313 + \$804,689 (50% of Wells Fargo Aircraft Claim reclassified pursuant to litigation or settlement) + \$1,026,667 (the remaining 50% of L. Wang claim)).

- As discussed in Note #13 above, the mid range assumes that 50% of the L. Wang claim is disallowed, subordinated to equity, or placed in Class 4 (subordinated General Unsecured Claims) as a result of a settlement with the assistance of Debtor's current management. The remaining \$1,026,667 will become an Allowed General Unsecured Claim.
- High Range: \$3,251,363.90. The high range represents the size of the General Unsecured Claim pool assuming the Estate prevails on all Claim objections, with the assistance of Debtor's current management.
 - The high range assumes that Wells Fargo Northwest votes to accept the Plan and the lesser treatment provided for under the Plan and the Class 2a Ballot. As a result, none of the Wells Fargo Aircraft Lease Claim is subject to reclassification as a General Unsecured Claim pursuant to litigation or settlement as assumed in the mid range.
 - The high range assumes that all of the L. Wang Claim is disallowed, subordinated to equity, or placed in Class 4 (subordinated General Unsecured Claims).

EXHIBIT D – CURRENT CLASS 3a CLAIM SCHEDULE

CURRENT ELIGIBILITY FOR CLASS 3A (The Debtor Reserves The Right To Amend and/or Change Without Notice)

<u>Creditor</u>	<u>Creditor Address</u>	<u>Transferee</u>	<u>Transferee Address</u>	<u>Claim No. (If Applicable)</u>	<u>Claim Amount (Unsecured Component)</u>	<u>Debtor's Allowed Amount</u>	<u>Class 3A Settlement Amount</u>
ABC PRESS	2780 Walnut Avenue Signal Hill, CA 90755			Scheduled	\$937.67	\$937.67	\$703.25
ACCENT WESTERN (ADSG)	10131 FM 2920 Tomball, TX 77375			30	\$782.25	\$782.25	\$586.69
ACOSTA SALES & MARKETING, CO.	PO Box 281996 Atlanta, GA 30384-1996			160	\$39,316.78	\$39,316.78	\$29,487.59
ADVANTAGE SALES AND MARKETING	Department #100 PO Box 31001-1691 Pasadena, CA 91110-1691	Riverside Claims LLC	Post Office Box 626 Planetarium Station New York, NY 10024	73	\$112,309.79	\$52,647.86	\$39,485.90
AIR CONTROL SYSTEMS, INC.	1940 S. Grove Ave Ontario, CA 91761			4	\$1,219.20	\$1,219.20	\$914.40
AIRGAS-WEST	PO Box 7423 Pasadena, CA 91109-7423			Scheduled	\$893.85	\$893.85	\$670.39
ALL SOURCE CONTAINER, INC.	8320 Canford St Pico Rivera, CA 90660	Debt Acquisition Company of America V LLC	1565 Hotel Circle South Suite 310 San Diego, CA 92180	78	\$2,983.76	\$2,200.16	\$1,650.12
ALLIANCE SALES & MARKETING OF NORTH CAROLINA	PO Box 2810 Matthews, NC 28106			163	\$10,529.64	\$450.76	\$338.07
ALLSTAR INTERIOR LANDSCAPES INC	1040 West Lomita Blvd Harbor City, CA 90710			Scheduled	\$512.74	\$512.74	\$384.56
ALTA OFFICE SERVICES	20425 S Susana Road Long Beach, CA 90810			39	\$596.34	\$596.34	\$447.26
AMERICAN ORGANICS	PO Box 60009 City of Industry, CA 91716			Scheduled	\$1,193.64	\$1,193.64	\$895.23
AMERICAN STANDARD ADHESIVES, INC.	1110 E Locust St Ontario, CA 91761	Claims Recovery Group LLC	92 Union Avenue Cresskill, NJ 07626	162	\$1,521.98	\$1,521.98	\$1,141.49
APOLLO TECHNOLOGIES, INC.	31441 Santa Margarita Pky A-219 Rancho Santa Margarita, CA 92688			Scheduled	\$3,440.50	\$3,440.50	\$2,580.38
ARAMARK UNIFORM SERVICES, INC.	PO Box 1799 Paramount, CA 90723-1799			Scheduled	\$503.37	\$466.66	\$350.00
ARC AIR LOGISTICS, INC.	880 Apollo St., Unit 217 El Segundo, CA 90245			Scheduled	\$686.44	\$686.44	\$514.83
ARROWHEAD - DIVISION OF NESTLE	PO Box 856158 Louisville, KY 40285-6158			Scheduled	\$81.54	\$81.54	\$61.16
ASA EDEN & TYE DIVISION	7483 Candlewood, Suite H Hanover, MD 21076			Scheduled	\$11,000.57	\$11,000.57	\$8,250.43
AT&T CORP.	AT&T Services, Inc James Grudus, Esq. One AT&T Way Room 3A218 Bedminster, NJ 07921			100	\$4,469.68	\$1,118.29	\$838.72
LJD Holdings dba B and D Foods	3494 S. Tk Ave Boise, ID 83705			106	\$90,006.00	\$90,006.00	\$67,504.50
BEARING & DRIVES, INC.	9506 Rush Street South El Monte, CA 91733	Argo Partners	12 West 37th Street, 9th Floor New York, NY 10018	32	\$6,823.98	\$6,823.98	\$5,117.99
BIBBY TRANSPORTATION FINANCE	2 International Drive Nashville TN 37217	TRC Master Fund LLC	336 Atlantic Avenue, Suite 302 East Rockaway, NY 11518	199	\$39,941.55	\$39,941.55	\$29,956.16
BJF ENTERPRISES, INC.	7104 Jackson Street Paramount, CA 90723			Scheduled	\$11,128.33	\$11,128.33	\$8,346.25
BRENT REDMOND LOGISTICS	Attn: Steven Owen PO Box 1359 Hollister, CA 95024			139	\$9,948.20	\$9,948.20	\$7,461.15
BRUCE PACKING CO	Kelley & Kelley 110 North Second Street Silverton OR 97381			45	\$169,684.81	\$169,684.80	\$127,263.60
BUNZL PROCESSOR DIVISION	12240 Collections Center Drive Chicago, IL 60693			76	\$4,803.80	\$4,803.80	\$3,602.85
BURGESS TRANSPORTATION LLC	20825 Currier Road Walnut, CA 91789			108	\$10,796.50	\$10,796.50	\$8,097.38
C & F PACKING COMPANY INC.	PO Box 209 Lake Villa IL 60046			44	\$5,663.45	\$5,663.45	\$4,247.59

CURRENT ELIGIBILITY FOR CLASS 3A (The Debtor Reserves The Right To Amend and/or Change Without Notice)

<u>Creditor</u>	<u>Creditor Address</u>	<u>Transferee</u>	<u>Transferee Address</u>	<u>Claim No. (If Applicable)</u>	<u>Claim Amount (Unsecured Component)</u>	<u>Debtor's Allowed Amount</u>	<u>Class 3A Settlement Amount</u>
C.H. ROBINSON WORLDWIDE, INC.	14701 Charlson Road Eden Prairie, MN 55347			97	\$64,148.24	\$63,948.24	\$47,961.18
CALIFORNIA PACKAGING CENTERS, INC.	1140 South Rockefeller Ave. Ontario, CA 91761			77	\$53,051.90	\$53,051.90	\$39,788.93
CALIFORNIA WATER SERVICE CO.	3316 West Beverly Blvd Montebello, CA 90640			49	\$3,837.86	\$3,837.86	\$2,878.40
California Water Service Co.	3316 West Beverly Blvd Montebello, CA 90640			51	\$226.84	\$226.84	\$170.13
CAMBRIDGE TRANSPORTATION	36392 Treasury Center Chicago, IL 60694-6300			121	\$44.00	\$44.00	\$33.00
CDW DIRECT, LLC	Attn: Ronelle Erickson 200 N. Milwaukee Ave Vernon Hills, IL 60061			132	\$2,605.42	\$1,763.26	\$1,322.45
CHELL BROKERAGE, CO.	Attn: Ernie Chell 101 Pittston Ave., Ste. 1 Scranton, PA 18505			85	\$2,543.00	\$2,424.79	\$1,818.59
CHEM-SERV, INC.	101 N. Citrus Avenue Suite 3B Covina, CA 91723			146	\$7,779.56	\$4,949.26	\$3,711.95
CHS	PO Box 1099 Hutchinson KS 67504			53	\$16,200.00	\$16,200.00	\$12,150.00
CLEANSOURCE	PO Box 49107 San Jose, CA 95161			21	\$2,823.43	\$2,823.43	\$2,117.57
CLUB DEMONSTRATION SERVICES	9555 Chesapeake Drive, Ste 100 San Diego, CA 92123			3	\$3,292.57	\$3,292.57	\$2,469.43
CO-SALES COMPANY, INC ARIZONA	2700 N. Third St # 1000 Phoenix, AZ 85004	Hain Capital Holdings, Ltd	301 Route 17, 6th Floor Rutherford, NJ 07070	161	\$2,168.78	\$2,168.78	\$1,626.59
COACH WEST TRANSPORTATION	1029 E. Dominquez St Carson, CA 90746			19	\$8,973.61	\$8,973.61	\$6,730.21
COLOR, INC.	1600 Flower Street Glendale, CA 91201			151	\$854.21	\$854.21	\$640.66
CONSOLIDATED DESIGN WEST	1345 S. Lewis Street Anaheim, CA 92805	Fair Harbor Capital LLC	Ansonia Station PO Box 237037 New York, NY 10023	193	\$2,625.00	\$2,625.00	\$1,968.75
COORDINATED DELIVERY & INSTALLATION, INC.	12632-C Monarch St. Garden Grove, CA 92841-3919			Scheduled	\$1,400.00	\$1,400.00	\$1,050.00
COSMATOS CONSULTING	21 Worthington Private Stittsville, ON Canada K2S 0H2			65	\$870.00	\$870.00	\$652.50
Cryovac-Sbalbo Air Corporation	Attn. M. Wallace PO Box 464 Duncan, SC 29334			14	\$17,958.33	\$17,861.48	\$13,396.11
DAYMON WORLDWIDE	P.O. Box 3801 Carol Stream, IL 60132-3801	TRC Master Fund LLC	Attn: Terrel Ross 336 Atlantic Avenue, Suite 302 East Rockaway, NY 11518	127	\$37,106.75	\$37,106.75	\$27,830.06
DONGSHENG FOODS USA, INC.	355 West Olive Ave Suite 940 Sunnyvale, CA 94086			59	\$56,472.50	\$56,472.50	\$42,354.38
DONGHAI FROZEN FOODS CO., INC.	Ind. Devt/District of Jiaomei Lunghai County, Fujian Province, China			Scheduled	\$24,070.00	\$24,070.00	\$18,052.50
DUNNHUMBY USA, LLC	Attn: Barry Catron 444 W 3rd Street Cincinnati, OH 45202			13	\$15,702.82	\$15,702.82	\$11,777.12
FALLAS AUTOMATION, INC	P O Box 20354 Waco, TX 76702			90	\$1,996.30	\$1,996.30	\$1,497.23
Farmer Bros. Co.	20333 So. Normandie Ave. PO Box 2959 Torrance, CA 90509			153	\$4,028.45	\$4,028.45	\$3,021.34
FASTENAL COMPANY	PO Box 1286 Winona, MN 55987-1286			10	\$396.31	\$344.84	\$258.63

CURRENT ELIGIBILITY FOR CLASS 3A (The Debtor Reserves The Right To Amend and/or Change Without Notice)

<u>Creditor</u>	<u>Creditor Address</u>	<u>Transferee</u>	<u>Transferee Address</u>	<u>Claim No. (If Applicable)</u>	<u>Claim Amount (Unsecured Component)</u>	<u>Debtor's Allowed Amount</u>	<u>Class 3A Settlement Amount</u>
FIORE DI PASTA, INC.	c/o Lee S.W. Cobb Chielpegian Law Offices 5200 North Palm Ave, Suite 201 Fresno, CA 93704			107	\$89,949.16	\$88,136.56	\$66,102.42
FLEGENHEIMER INT'L	227 W. Grand Ave El Segundo, CA 90245	Riverside Claims LLC	Post Office Box 626 Planetarium Station New York, NY 10024	165	\$8,045.42	\$8,045.42	\$6,034.07
FOOD MICROBIOLOGICAL LABORATORIES INC	11652 Knott St Suite 16 Garden Grove, CA 92841			68	\$605.00	\$605.00	\$453.75
HEARST MAGAZINES/FOOD NETWORK MAGAZINE	Hearst Service Center Attn: D. Cooke 214 North Tryon Street, 33rd Floor Charlotte, NC 28202			86	\$50,490.00	\$50,490.00	\$37,867.50
FOOD SAFETY SOLUTIONS INC	Robert Calicchia PO Box 61037 Los Angeles, CA 90061			141	\$5,375.00	\$5,037.50	\$3,778.13
FUTURE SHREDDING	2777 Raymond Ave Signal Hill, CA 90755			46	\$1,190.00	\$1,190.00	\$892.50
H & M BAY INC	1800 Industrial Park Dr Federsburg, MD 21632	TRC Master Fund LLC	Attn: Terrel Ross 336 Atlantic Avenue, Suite 302 East Rockaway, NY 11518	24	\$167,902.68	\$167,232.99	\$125,424.74
HANTOVER, INC.	PO Box 410646 Kansas City MO 64141			38	\$340.88	\$340.88	\$255.66
HELP/SYSTEMS-IL, LLC	NW 5955 P.O. Box 1450 Minneapolis, MN 55485-5955			Scheduled	\$6,370.00	\$453.00	\$339.75
HEINZ NORTH AMERICA	Allison Davis 357 6th Avenue Pittsburgh, PA 15222			1	\$14,716.07	\$14,716.07	\$11,037.05
INSULATED PRODUCTS CORP.	6623 Washington Blvd. Los Angeles, CA 90040			111	\$2,869.96	\$2,615.00	\$1,961.25
JAMISON DOOR COMPANY	Attn: Gregory R. Lloyd PO Box 1274 Hagerstown, MD 21741-1274			87	\$84.45	\$84.45	\$63.34
JMG SECURITY SYSTEMS	17150 Newhope St. Ste#109 Fountain Valley, CA 92708			70	\$1,660.00	\$1,276.00	\$957.00
JON EDWARDS & ASSOCIATES	915 South Alta Vista Avenue Monrovia, CA 91016	Claims Recovery Group LLC	92 Union Avenue Cresskill, NJ 07626	135	\$5,158.25	\$5,158.25	\$3,868.69
JSL FOODS, INC	3550 Pasadena Avenue Los Angeles, CA 90031	TRC Master Fund LLC	Attn: Terrel Ross 336 Atlantic Avenue, Suite 302 East Rockaway, NY 11518	28	\$67,817.40	\$66,596.40	\$49,947.30
L & R HEATING & AIR	20940 S. Normandie Ave Torrance CA 90502	Debt Acquisition Group, LLC	10 Rockefeller Plaza Suite 601 New York, NY 10020	Scheduled	\$155.00	\$155.00	\$116.25
L B JOHNSON INDUSTRIAL HARDWAR	3600 E Slauson Maywood CA, 90270			147	\$539.59	\$539.59	\$404.69
M&M PRINTED BAG	5651 Kimball Court Chino, CA 91710			25	\$10,844.12	\$10,844.12	\$8,133.09
MARINER SYSTEMS, INC.	575 Market Street, 40th Floor San Francisco, CA 94541			66	\$720.00	\$720.00	\$540.00
MARZETTI FROZEN PASTA, INC.	Attn: Elaine Schoonover PO Box 29163 Columbus OH 43229			140	\$505.96	\$485.16	\$363.87
MAUST TRANSPORTATION SERVICES, LLC	2200 140th Avenue East Suite 200 Sumner, WA 98390			156	\$3,516.14	\$3,151.44	\$2,363.58
MAUST TRANSPORT, INC.	2200 140th Avenue East Suite 200 Sumner, WA 98390			155	\$4,354.72	\$4,354.72	\$3,266.04

CURRENT ELIGIBILITY FOR CLASS 3A (The Debtor Reserves The Right To Amend and/or Change Without Notice)

<u>Creditor</u>	<u>Creditor Address</u>	<u>Transferee</u>	<u>Transferee Address</u>	<u>Claim No. (If Applicable)</u>	<u>Claim Amount (Unsecured Component)</u>	<u>Debtor's Allowed Amount</u>	<u>Class 3A Settlement Amount</u>
MCMaster-CARR	9630 Norwalk Blvd Santa Fe Springs, CA 90670			52	\$830.14	\$830.14	\$622.61
MECHANICAL DRIVES CO	2915 E Washington Blvd Los Angeles, CA 90023			16	\$541.22	\$541.22	\$405.92
MICHELSON LABORATORIES INC	6280 Chalet Drive Commerce, CA 90040	Claims Recovery Group LLC	92 Union Avenue Cresskill, NJ 07626	8	\$3,613.80	\$3,613.80	\$2,710.35
MINUTEMAN TRANSPORT INC	P.O. Box 90396 City Of Industry, CA 91715			Scheduled	\$1,623.59	\$1,623.59	\$1,217.69
MISSION FOODS-SOUTHERN CALIF	PO Box 843793 Dallas, TX 75284			36	\$41,818.61	\$41,712.25	\$31,284.19
Multiad Services, Inc.	1726 W. Detweiller Drive Peoria, IL 61615			75	\$300.00	\$300.00	\$225.00
NORMAN STEWART FOOD STYLIST	1111 N. Flores St. Suite#2 West Hollywood, CA 90069	Fair Harbor Capital LLC	Ansonia Station PO Box 237037 New York, NY 10023	109	\$3,750.00	\$3,750.00	\$2,812.50
OCEAN SPRAY CRANBERRIES, INC.	Attn: B. Vasi 1 Ocean Spray Drive Lakeville, MA 02349			20	\$1,975.00	\$1,975.00	\$1,481.25
OFFICEMAX	Attn: Credit 263 Shuman Blvd Naperville, IN 60563-1255			2	\$1,063.23	\$1,063.23	\$797.42
PACIFIC MACHINERY SERVICE	2211 E Winston Rd. Unit F. Anaheim, CA 92806	Claims Recovery Group LLC	92 Union Avenue Cresskill, NJ 07626	71	\$2,147.50	\$2,147.50	\$1,610.63
PACIFIC SOUTHWEST CONTAINER LLC	c/o Matthew A. Lesnick Lesnick Prince LLP 185 Pier Avenue Suite 103 Santa Monica, CA 90405			134	\$179,059.40	\$125,625.50	\$99,693.04
PACKAGING CREDIT COMPANY, LLC	Attn: Karen McGill 900 E. Diehl Road Suite 131 Naperville, IL 60563			133	\$138,077.22	\$125,625.50	\$99,693.04
PANOPLY FOOD CORP.	3 Marcus Blvd., Ste. 202 Albany, NY 12205			166	\$4,984.89	\$4,984.89	\$3,738.67
PAPER MART	2164 North Batavia St Orange, CA 92865			116	\$150.69	\$150.69	\$113.02
NINA MIA INC. DBA PASTA MIA	Attn: Jessica Mazza 826 Enterprise Way Fullerton, CA 92831			104	\$75,203.20	\$75,203.20	\$56,402.40
PERSONNEL PLUS INC.	12052 E Imperial Hwy Suite 200 Norwalk, CA 90650			Scheduled	\$57,083.52	\$53,083.52	\$39,812.64
PFS LOGISTICS, LLC	Attn: James Gladis 200 Polar Way Jersey City, NJ 07305			94	\$1,338.76	\$1,336.76	\$1,002.57
PINNACLE FOOD BROKERS	99 South Bedford Street #5 Burlington, MA 01803	Fair Liquidity Partners, LLC	1777 Saratoga Ave #106 San Jose, CA 95129	200	\$13,147.79	\$12,993.95	\$9,745.46
PRAXAIR DISTRIBUTION INC.	c/o RMS Bankruptcy Recovery Services PO Box 5126 Timonium MD 21094			114	\$2,671.89	\$2,291.71	\$1,718.78
PRIME INC.	2740 N. Mayfair Springfield, MO 65803			154	\$5,674.00	\$5,640.00	\$4,230.00
QOS TELESYS	7035 Orangethorpe Ave Ste H Buena Park, CA 90621			Scheduled	\$484.21	\$484.21	\$363.16
R.D.D. ASSOCIATE LLC	930 Riverview Drive Suite 400 Totowa, NJ 7512			164	\$13,213.27	\$13,213.27	\$9,909.95
REAMS	160 E. Claybourne Ave Salt Lake City, UT 84115			Scheduled	\$412.00	\$412.00	\$309.00

CURRENT ELIGIBILITY FOR CLASS 3A (The Debtor Reserves The Right To Amend and/or Change Without Notice)

<u>Creditor</u>	<u>Creditor Address</u>	<u>Transferee</u>	<u>Transferee Address</u>	<u>Claim No. (If Applicable)</u>	<u>Claim Amount (Unsecured Component)</u>	<u>Debtor's Allowed Amount</u>	<u>Class 3A Settlement Amount</u>
ROYAL WHOLESALE ELECTRIC	PO Box 14004 Orange, CA 92863			56	\$1,346.70	\$1,346.70	\$1,010.03
S&S Foods, LLC	Dobler Law Group, Inc., 5400 Carillon Pot Bldg. 5000 4th Floor Kirkland, WA 98033			18	\$121,549.98	\$117,756.09	\$88,317.07
SABERT CORPORATION	2288 Main Street Extension Sayreville NJ 08812			84	\$30,746.40	\$30,746.40	\$23,059.80
SAGE V FOODS, LLC	12100 Wilshire Blvd Suite 605 Los Angeles, CA 90025			113	\$98,758.00	\$98,758.00	\$74,068.50
SARGENTO FOODS INC.	c/o Katie Mason, Esq. Reinhart Boerner Van Deuren S.C. 1000 North Water Street, Suite 1700 Milwaukee, WI 53202			67	\$104,836.41	\$104,836.41	\$78,627.31
SATCOM DIRECT COMMUNICATIONS	PO Box 372667 Satellite Beach, FL 32937-2667			Scheduled	\$448.58	\$150.74	\$113.06
SCMH INC	PO Box 80770 San Marino, CA 91118			5	\$678.63	\$678.63	\$508.97
SEAFAX INC.	P.O. Box 15340 Portland, ME 41126-6281			149	\$525.00	\$525.00	\$393.75
SECURITAS SECURITY SERVICES USA, INC	4330 Park Terrace Drive Westlake Village, CA 91361			72	\$38,931.09	\$38,911.05	\$29,183.29
SERVICE TRANSPORT INC	PO Box 800 Hurlock, MD 21643			157	\$42,495.39	\$42,492.19	\$31,869.14
Shiqiang Freezing Food Co., Ltd.	Chengsi-Jen Ind. Development Zone Longhai, Xiamen China				\$27,805.00	TBD*	TBD*
SOUTHERN CALIFORNIA EDISON COMPANY	Attn: Credit and Payment Services 300 N. Lone Hill Ave San Dimas, CA 91773			74	\$19,655.77	\$19,655.77	\$14,741.83
SPICE PRODUCTS CO.	PO Box 79705 City Of Industry, CA 91716-9705			153	\$4,028.45	\$4,028.45	\$3,021.34
SPEN DIFFERENCE	12015 East 46th Ave Suite 300 Denver, CO 80239	Debt Acquisition Group, LLC	10 Rockefeller Plaza Suite 601 New York, NY 10020	192	\$52.21	\$52.21	\$39.16
SPRINT-NEXTEL	Correspondence Attn Bankruptcy Department PO Box 7949 Overland Park, KS 66207-0949			55	\$1,119.72	\$1,119.72	\$839.79
SSI EXPRESS	1221 Citrus St, Unit #1 Riverside, CA 92507			159	\$7,024.17	\$6,577.23	\$4,932.92
STERLING COMMERCE, INC.	4600 Lakehurst Ct Dublin, OH 43016			47	\$1,842.44	\$1,103.92	\$827.94
SUPHERB FARMS	P O Box 45683 San Francisco, CA 94145-0683			Scheduled	\$9,530.45	\$9,530.45	\$7,147.84
TFI RESOURCES	1616 S Voss #700 Houston, TX 77057	Riverside Claims LLC	Post Office Box 626 Planetarium Station New York, NY 10024	48	\$3,337.57	\$3,337.57	\$2,503.18
TNT CRUST	2200 Don Tyson Pkwy CP 004 Springdale, AZ 72762			11	\$31,671.04	\$31,671.04	\$23,753.28
TRANSILWRAP COMPANY, INC.	Attn: Patricia A. Brown, CBA 9201 W. Belmont Avenue Franklin Park, FL 60131	TRC Master Fund LLC	Attn: Terrel Ross 336 Atlantic Avenue, Suite 302 East Rockaway, NY 11518	148	\$44,130.21	\$44,130.21	\$33,097.66
UNISOURCE - LA SUPPLY SYSTEMS	File 57006 Los Angeles, CA 90074			42	\$10,534.67	\$9,032.49	\$6,774.37
UNI SYSTEMS	848 Rainbow Blvd. #2231 Las Vegas, NV 89107	Fair Harbor Capital LLC	Ansonia Station PO Box 237037 New York, NY 10023	194	\$2,023.57	\$2,023.57	\$1,517.68

CURRENT ELIGIBILITY FOR CLASS 3A (The Debtor Reserves The Right To Amend and/or Change Without Notice)

<u>Creditor</u>	<u>Creditor Address</u>	<u>Transferee</u>	<u>Transferee Address</u>	<u>Claim No. (If Applicable)</u>	<u>Claim Amount (Unsecured Component)</u>	<u>Debtor's Allowed Amount</u>	<u>Class 3A Settlement Amount</u>
UNITED PARCEL SERVICE	c/o Receivable Management Services PO Box 4396 Timonium, MD 21094			61	\$840.42	\$840.42	\$630.32
UNITED RENTALS	Location #502 9606 East Firestone Blvd. Downey, CA 90241			17	\$627.57	\$627.57	\$470.68
VALASSIS, INC.	c/o Cynthia Rose 235 Great Pond Drive Windsor, CT 06095			64	\$46,158.90	\$46,158.90	\$34,619.18
VALLEY TRUCKING CO.	4550 Coffee Port Road Brownsville, TX 78521	TRC Master Fund LLC	Attn: Terrel Ross 336 Atlantic Avenue, Suite 302 East Rockaway, NY 11518	Scheduled	\$71,379.65	\$71,217.65	\$53,413.24
VIMPEX INTERNATIONAL CORP.	3197 Airport Loop Dr. Bldg. E Costa Mesa, DA 92626-3412			Scheduled	\$27,620.75	\$27,620.75	\$20,715.56
VIRTUAL PACKAGING TECHNOLOGY	530 South Nolen Drive Southlake, TX 76092	Debt Acquisition Group, LLC	10 Rockefeller Plaza Suite 601 New York, NY 10020	89	\$497.50	\$497.50	\$373.13
WALTERS WHOLESALE ELECTRIC CO.	2825 Temple Ave. SE Signal Hill, CA 90755			101	\$783.34	\$783.34	\$587.51
WILLIAMS CLARKE COMPANY, INC.	603 N. Fries Ave., PO Box 785, Wilmington, CA 90748			Scheduled	\$791.00	\$791.00	\$593.25
WASTE MANAGEMENT	2625 W. Grandview Rd. Ste. 150 Phoenix, AZ 85023			88	\$1,002.06	\$951.67	\$713.75
TOTAL					\$2,618,098.61	\$2,423,682.85	\$1,828,709.96

*TBD: To Be Determined. Claim requires further review and claimant is encouraged to contact Debtor's counsel, Jason Alderson (jalderson@kelleydrye.com; 212-808-7911) for potential resolution.

EXHIBIT E – SCHEDULE OF 90 DAY TRANSFERS

In re
 CONTESSA PREMIUM FOODS, INC.
 Debtor.

United States Bankruptcy Court
 Central District of California

Chapter 11 Case No: 2:11-bk-13454-PC

SOFA Item 3b - Payments to Creditors within 90 Days (aggregating more than \$5,850)

VENDOR NAME	ADDRESS 1	ADDRESS 2	CITY	STATE	ZIP	PAYMENT DATE	AMOUNT PAID	AMOUNT OWING
1800 CONFERENCE	ACCT#02200001281565	PO BOX 8103	AURORA	IL	60507-8103	01/19/11	114.32	-
						12/22/10	254.85	-
						11/05/10	460.10	-
AARON S. BERNABY ABC PRESS	6495 HOMEWOOD COURT 2780 WALNUT AVENUE		SIMI VALLEY	CA	93063	01/24/11	26,278.40	-
						12/22/10	66.95	937.67
						11/12/10	73.06	-
ABIGAIL RICHARDS	3131 S. RIDGEWOOD AVE APT		S DAYTONA	FL	32119	12/02/10	3,525.31	-
						11/12/10	7.99	-
						10/29/10	13.98	-
ACC ASSOC.OF CORP COUNSEL ACCENT WESTERN (ADSG)	PO BOX 791044 10131 FM 2920		BALTIMORE	MD	21279-1044	12/29/10	260.00	-
						11/12/10	714.00	782.25
						11/12/10	82.97	-
ACCESSORIE AIR COMPRESSOR ACOM SOLUTIONS	SYSTEM 2850 E. 29TH ST	1858 NORTH CASE STREE A/R DEPT	ORANGE	CA	92865	11/19/10	795.00	-
						12/22/10	3,448.00	-
						12/22/10	2,602.21	39,316.78
ACOSTA SALES & MARKETING, C/PO BOX 281996			ATLANTA	GA	30384-1996	11/05/10	11,168.54	-
						12/29/10	3,519.00	-
						11/12/10	33.66	-
ACSC ADABEL TAYLOR	AUTOMOBILE OF SOUTHERN 4734 CADISON STREET	PO BOX 25005	SANTA ANA	CA	92799-5005	12/29/10	99.96	81.89
						11/12/10	33.66	-
						12/22/10	99.96	-
ADCO MANUFACTURING ADP, INC.	2170 ACADEMY AVE. 400 COVINA BLVD		SANGER	CA	93657	10/29/10	536.34	-
						11/01/10	251.92	-
						11/02/10	17.00	-
ADP, INC.			SAN DIMAS	CA	91773	11/03/10	1,586.93	-
						11/04/10	239,564.67	-
						11/05/10	81,244.31	-
ADP, INC.						11/05/10	81,244.31	-
						11/08/10	69.32	-
						11/09/10	239.00	-
ADP, INC.						11/10/10	92.61	-
						11/12/10	1,317.56	-
						11/16/10	29.00	-
ADP, INC.						11/18/10	240,021.10	-
						11/19/10	79,507.72	-
						11/22/10	60.82	-
ADP, INC.						11/23/10	87.19	-
						11/24/10	1,275.92	-
						11/26/10	1,693.31	-
ADP, INC.						11/29/10	150.00	-
						12/02/10	238,747.67	-
						12/03/10	78,943.25	-
ADP, INC.						12/06/10	10.00	-
						12/07/10	10.00	-
						12/08/10	535.05	-
ADP, INC.						12/09/10	160.71	-
						12/10/10	923.83	-
						12/13/10	75.82	-
ADP, INC.						12/14/10	348.00	-
						12/15/10	29.65	-
						12/16/10	237,907.32	-
ADP, INC.						12/17/10	77,247.28	-
						12/20/10	380.00	-
						12/22/10	122.40	-
ADP, INC.						12/23/10	9,807.30	-
						12/24/10	2,040.82	-
						12/27/10	12.70	-
ADP, INC.						12/28/10	347.25	-
						12/29/10	236,622.18	-
						12/30/10	71,695.32	-
ADP, INC.						12/31/10	65.00	-
						01/03/11	1,059.92	-
						01/04/11	107.55	-
ADP, INC.						01/05/11	5,876.61	-
						01/06/11	2,252.94	-
						01/07/11	14,023.11	-
ADP, INC.						01/10/11	1,875.86	-
						01/11/11	2,250.52	-
						01/12/11	1,221.62	-
ADP, INC.						01/13/11	209,952.42	-
						01/14/11	117,947.78	-
						01/18/11	661.88	-
ADP, INC.						01/19/11	111.21	-
						01/20/11	1,006.40	-
						01/21/11	35,952.94	-
ADP, INC.						01/24/11	1,056.04	-
						01/25/11	47.21	-
						01/26/11	152,243.43	-
ADT SECURITY SERVICES, INC	PO BOX 371956		PITTSBURGH	PA	15250-7956	01/26/11	108,465.48	-
						10/29/10	52.46	52.46
						12/02/10	52.46	-
ADVANTAGE SALES AND MARKE DEPARTMENT #100 AGROINDUSTRIA LEGUMEX, S.A. CARRETERA INTERAMERICAN EL TEJAR, CHIMALTENAN GUATEMALA	P.O. BOX 31001-1691		PASADENA	CA	91110-1691	12/22/10	52.46	-
						11/05/10	718.68	903.37
						12/21/10	53,673.20	94,210.50
AHOLD FINANCIAL AIRFLITE	3213 PAYSHERE CIRCLE 3250 AIRFLITE WAY		CHICAGO	IL	60674	01/21/11	53,713.80	-
						11/19/10	73,384.50	-
						12/02/10	41,048.80	58,732.40
AIRFLITE			LONG BEACH	CA	90807	11/05/10	4,413.49	35,872.50
						12/29/10	5,882.89	-

In re
 CONTESSA PREMIUM FOODS, INC.
 Debtor.

United States Bankruptcy Court
 Central District of California

Chapter 11 Case No: 2:11-bk-13454-PC

SOFA Item 3b - Payments to Creditors within 90 Days (aggregating more than \$5,850)

VENDOR NAME	ADDRESS 1	ADDRESS 2	CITY	STATE	ZIP	PAYMENT DATE	AMOUNT PAID	AMOUNT OWING
AIRGAS-WEST	PO BOX 7423		PASADENA	CA	91109-7423	12/02/10	6,647.15	893.85
						12/09/10	6,965.15	
						12/16/10	42.63	
						11/12/10	55.18	
						12/22/10	183.24	
ALAMO PLUMBING & ROOTER SE	PO BOX 8385		LONG BEACH	CA	90808	12/09/10	368.24	-
						12/02/10	195.00	
						12/29/10	206.75	
ALEXANDRA MCLEOD	PO BOX 69743		W HOLLYWOOD	CA	90069	12/16/10	4,000.00	-
						01/24/11	6,000.00	
ALL SOURCE CONTAINER, INC.	8320 CANFORD ST.		PICO RIVERA	CA	90660	11/19/10	809.82	2,200.16
ALLIANCE SALES & MARKETING	OF NORTH CAROLINA	PO BOX 2810	MATTHEWS	NC	28106	12/22/10	5,603.93	450.76
						12/09/10	6,027.24	
AMERICAN EXPRESS	PO BOX 0001		LOS ANGELES	CA	90096-0001	01/07/11	3,988.83	6,979.46
						12/16/10	4,588.97	
						11/12/10	6,609.37	
AMERICAN EXPRESS	BOX 0001		LOS ANGELES	CA	90096-0001	01/07/11	5,606.12	2,869.56
						11/12/10	1,958.89	
						12/16/10	2,057.92	
AMERICAN EXPRESS - 01008	ACCT 01008	BOX 0001	LOS ANGELES	CA	90096-0001	12/17/10	5,082.50	-
						11/05/10	677.39	
						11/09/10	2,270.00	
AMERICAN EXPRESS - 11007	ACCT 11007	BOX 0001	LOS ANGELES	CA	90096-0001	11/05/10	3,790.47	1,464.43
AMERICAN EXPRESS - 91007	ACCT 91007	BOX 0001	LOS ANGELES	CA	90096-0001	01/07/11	7,463.52	
AMERICAN EXPRESS (A.B.)	BOX 0001		LOS ANGELES	CA	90096-0001	01/07/11	753.19	1,252.66
						12/16/10	1,674.88	
						11/12/10	2,076.11	
AMERICAN ORGANICS	PO BOX 60009		CITY OF INDUS	CA	91716	12/09/10	1,197.70	1,193.64
AMERICAN STANDARD ADHESIVI	1110 E. LOCUST ST.		ONTARIO	CA	91761	12/16/10	167.91	1,521.98
						12/02/10	335.82	
						11/09/10	383.78	
AMERICOLD LOGISTICS	PO BOX 2017		PORTLAND	OR	97208-2017	11/19/10	7.68	1,420.70
						12/09/10	36.17	
AMERICOLD TRANSPORTATION E	PO BOX 933458		ATLANTA	GA	31193-3458	12/29/10	593.46	5,336.46
						12/02/10	627.86	
						12/16/10	660.13	
						11/12/10	820.97	
						01/19/11	1,515.92	
ANCHOR BAY ENTERTAINMENT	2401 W. BIG BEAVER	SUITE 200	TROY	MI	48084	12/09/10	1,250.00	-
ANTHEM BLUE CROSS	9H002	DEPT 5812	LOS ANGELES	CA	90074-5812	01/12/11	9,559.43	-
						12/09/10	9,569.95	
						11/05/10	14,758.15	
ANTHEM BLUE CROSS	9H001	DEPT 5812	LOS ANGELES	CA	90074-5812	11/05/10	50,998.90	-
						12/09/10	50,998.90	
						01/12/11	57,165.86	
APOLLO TECHNOLOGIES, INC.	31441 SNTA MARGARITA PKY	RANCHO SANTA MARGA		CA	92688	12/09/10	983.00	3,440.50
ARAMARK(AUCA)UNIFORM SERV	PO BOX 1799		PARAMOUNT	CA	90723-1799	11/19/10	26.80	503.37
						12/16/10	53.60	
						10/29/10	67.20	
						11/19/10	100.22	
						12/22/10	110.04	
						10/29/10	200.64	
						12/02/10	307.44	
ARC AIR LOGISTICS, INC.	LOS ANGELES	880 APOLLO ST., UNIT 217	EL SEGUNDO	CA	90245	11/23/10	630.67	686.44
ARROWHEAD - DIVISION OF NEST	WATERS NORTH AMERICA IN	PO BOX 856158	LOUISVILLE	KY	40285-6158	12/09/10	35.22	81.54
ASA EDEN & TYE DIVISION	7483 CANDLEWOOD, SUITE H		HANOVER	MD	21076	12/09/10	3,343.55	11,000.57
						12/22/10	3,713.69	
ASM NATIONAL OFFICE	DEPARTMENT 100	P.O. BOX 31001-1691	PASADENA	CA	91110-1691	11/23/10	693.55	1,013.17
ASM NATIONAL OFFICE	DEPARTMENT #100	PO BOX 31001-1691	PASADENA	CA	91110-1691	11/23/10	1,108.22	33,009.06
						12/22/10	7,643.80	
ASM NATIONAL OFFICE	DEPARTMENT 100	P.O. BOX 31001-1691	PASADENA	CA	91110-1691	11/23/10	1,729.35	4,845.29
ASM NATIONAL OFFICE	DEPARTMENT 100	P.O. BOX 31001-1691	PASADENA	CA	91110-1691	11/23/10	246.62	1,801.09
						12/22/10	797.10	
ASM NATIONAL OFFICE	DEPARTMENT 100	PO BOX 31001-1691	PASADENA	CA	91110-1691	11/23/10	3,240.58	6,493.37
ASM NATIONAL OFFICE	DEPARTMENT #100	P.O. BOX 31001-1691	PASADENA	CA	91110-1691	12/22/10	2,210.75	4,582.51
						11/23/10	3,200.35	
ASM NATIONAL OFFICE	DEPARTMENT 100	P.O. BOX 31001-1691	PASADENA	CA	91110-1691	12/22/10	727.62	3,212.22
						11/23/10	1,377.87	
AT&T	960 450 7445 555 1	PAYMENT CENTER	SACRAMENTO	CA	95887-0001	10/29/10	3,316.67	-
AT&T	ACCT#858 780-8917 142 2	PAYMENT CENTER	SACRAMENTO	CA	95887-0001	10/29/10	132.72	-
						01/19/11	133.66	
						11/12/10	135.07	
						12/22/10	138.71	
AT&T	ACCT# 959 3	P.O BOX 8100	AURORA	IL	60507-8100	12/22/10	145.33	155.90
						10/29/10	146.25	
						11/19/10	149.86	
AT&T	ACCT# 831-000-1231-063	PO BOX 5019	CAROL STREAM	IL	60197-5019	11/05/10	1,862.08	-
						11/09/10	1,862.08	
AT&T	ACCT # 231 398-9207 849 4	PO BOX 8100	AURORA	IL	60507-8100	12/02/10	62.18	135.43
						12/22/10	62.18	
						10/29/10	62.20	
AT&T	ACCT ENDING: 0628	PO BOX 105262	ATLANTA	GA	30348-5262	11/19/10	118.64	125.46
						12/22/10	118.70	
						10/29/10	118.83	
AT&T LONG DISTANCE	PO BOX 5017		CAROL STREAM	IL	60197-5017	11/19/10	4.90	-

In re
 CONTESSA PREMIUM FOODS, INC.
 Debtor.

United States Bankruptcy Court
 Central District of California

Chapter 11 Case No: 2:11-bk-13454-PC

SOFA Item 3b - Payments to Creditors within 90 Days (aggregating more than \$5,850)

VENDOR NAME	ADDRESS 1	ADDRESS 2	CITY	STATE	ZIP	PAYMENT DATE	AMOUNT PAID	AMOUNT OWING
AT&T MOBILITY	ACCT#999240130	PO BOX 6463	CAROL STREAM	IL	60197-6463	10/29/10	205.66	
						01/12/11	43.15	-
						12/22/10	43.20	
						11/12/10	43.91	
AT&T MOBILITY	ACCT#870914940	PO BOX 6463	CAROL STREAM	IL	60197-6463	10/29/10	43.98	
						11/12/10	88.72	84.89
						01/12/11	90.22	
						12/22/10	91.54	
AT&T MOBILITY	ACCT# 997198086	PO BOX 6463	CAROL STREAM	IL	60197-6463	10/29/10	96.30	
						12/22/10	39.41	-
						10/29/10	39.47	
						01/12/11	39.67	
AT&T MOBILITY	ACCT# 991789501	PO BOX 6463	CAROL STREAM	IL	60197-6463	11/12/10	39.97	
						11/19/10	116.85	-
						12/22/10	120.59	
						10/29/10	156.57	
AT&T-UNIVERSAL BILLER	ACCT#171 787 1335 136	PO BOX 5019	CAROL STREAM	IL	60197-5019	12/29/10	572.81	814.10
AUL PIPE TUBING AND STEEL	2701 BONNIE BEACH PLACE		LOS ANGELES	CA	90023	11/09/10	1,286.64	
BACON, DAVID	37 KING ARTHUR DRIVE		RICHMOND	RI	02892	12/29/10	552.50	-
						11/19/10	1,488.42	
BASHAS INC	PO BOX 488		CHANDLER	AZ	85244	12/16/10	5,532.00	20,811.00
						12/29/10	339.75	6,883.98
BEARING & DRIVES, INC.	9506 RUSH STREET		SOUTH EL MONCA	CA	91733	12/02/10	357.64	
BEST INDUSTRIAL PLASTIC & FABRICATION	FABRICATION	4257 AUCTION AVE,SUITE	BALDWIN PARK	CA	91706	11/12/10	910.82	
						12/22/10	686.49	762.42
BETSY PRICE,TAX ASSESSOR-COI	PO BOX 961018		FORT WORTH	TX	76161-0018	01/20/11	4,303.13	-
BETTY BROWN	509 NE RAWHIDE LN		PRINEVILLE	OR	97754	10/29/10	7.59	-
BETTY HUI	1645 E. CALIFORNIA	BLVD.	PASADENA	CA	91106	11/12/10	21.00	-
BEVERLY HILLS CAFE	18500 NE 5TH AVE		NORTH MIAMI	FL	33179	12/09/10	142.00	176.00
BIBBY TRANSPORTATION FINAN	ACEVEDO DISTRIBUTION, LL	PO BOX 100920	ATLANTA	GA	30384-0920	10/29/10	414.50	39,941.55
BIG Y SUPERMARKETS	PO BOX 3050		SPRINGFIELD	MA	11023-3050	12/09/10	2,203.20	
						01/19/11	3,360.35	
						12/02/10	4,943.60	
						12/29/10	7,551.90	
						11/19/10	9,203.95	
						12/22/10	11,042.20	
						11/05/10	18,772.70	
						12/16/10	14,324.00	8,068.00
						12/02/10	971.53	11,128.33
						11/12/10	1,124.85	
BJF ENTERPRISES, INC.	7104 JACKSON STREET		PARAMOUNT	CA	90723	12/29/10	1,238.83	
						12/22/10	1,431.03	
						12/16/10	1,673.91	
						12/09/10	1,819.41	
						11/05/10	4,208.73	
						11/30/10	2,371.14	
						12/31/10	1,892.66	
						01/25/11	202.39	
						12/22/10	920.71	-
						12/02/10	977.11	
BLIGHT, MICHAEL C	2929 W. BRYN MAWR AVE		CHICAGO	IL	60659	10/29/10	986.17	
						11/24/10	5,160.00	
						12/09/10	796.98	2,349.09
						12/16/10	14,869.88	29,662.25
						12/29/10	14,913.00	
						12/22/10	14,957.63	
						11/12/10	28,124.40	
						11/12/10	39.00	-
						12/29/10	1,655.00	9,948.20
						11/19/10	1,766.10	
BLUE CROSS OF CALIFORNIA 3000	DEPT 5812		LOS ANGELES	CA	90074-5812	11/19/11	2,580.00	
						11/12/10	2,802.75	
						12/22/10	4,349.10	
						11/05/10	7,266.75	
						12/09/10	7,519.37	
						11/05/10	84,842.40	169,684.80
						11/12/10	84,842.40	
						12/22/10	84,842.40	
						01/06/11	84,842.40	
						01/19/11	84,842.40	
BLUE GINGER	MING EAST-WEST,LLC	583 WASHINGTON STREE	WELLESLEY	MA	02482	12/16/10	85,458.55	
						11/19/10	86,588.90	
						12/09/10	89,497.40	
						01/12/11	95,403.10	
						12/29/10	99,125.60	
						11/12/10	141.27	-
						11/23/10	156.85	
						12/09/10	165.72	
						12/22/10	171.47	
						01/06/11	215.24	
BLUE HORNET NETWORKS, INC.	LOCKBOX NUMBER 88191	88191 EXPEDITE WAY	CHICAGO	IL	60695-0001	12/22/10	242.78	4,191.39
						12/09/10	296.54	
						12/29/10	874.49	
						12/16/10	1,012.01	
						11/19/10	1,766.10	
						11/12/10	2,802.75	
						12/22/10	4,349.10	
						11/05/10	7,266.75	
						12/09/10	7,519.37	
						11/05/10	84,842.40	
BOARDMAN FOODS, INC	PO BOX 786		BOARDMAN	OR	97818	12/09/10	14,869.88	
						12/16/10	14,913.00	
						12/22/10	14,957.63	
						11/12/10	28,124.40	
						11/12/10	39.00	-
						12/29/10	1,655.00	9,948.20
						11/19/10	1,766.10	
						01/19/11	2,580.00	
						11/12/10	2,802.75	
						12/22/10	4,349.10	
BOTTOM LINE/NATURAL HEALIN	PO BOX 422301		PALM COAST	FL	32142	12/09/10	7,519.37	
						11/05/10	84,842.40	169,684.80
						11/12/10	84,842.40	
						12/22/10	84,842.40	
						01/06/11	84,842.40	
						01/19/11	84,842.40	
						12/16/10	85,458.55	
						11/19/10	86,588.90	
						12/09/10	89,497.40	
						01/12/11	95,403.10	
BRENT REDMOND LOGISTICS	PO BOX 1359		HOLLISTER	CA	95024	12/09/10	7,519.37	
						11/05/10	84,842.40	169,684.80
						11/12/10	84,842.40	
						12/22/10	84,842.40	
						01/06/11	84,842.40	
						01/19/11	84,842.40	
						12/16/10	85,458.55	
						11/19/10	86,588.90	
						12/09/10	89,497.40	
						01/12/11	95,403.10	
BRUCEPAC	PO BOX 712609		CINCINNATI	OH	45271-2609	12/09/10	7,519.37	
						11/05/10	84,842.40	169,684.80
						11/12/10	84,842.40	
						12/22/10	84,842.40	
						01/06/11	84,842.40	
						01/19/11	84,842.40	
						12/16/10	85,458.55	
						11/19/10	86,588.90	
						12/09/10	89,497.40	
						01/12/11	95,403.10	
BRYAN AVILES	11135 DUNCAN AVENUE		LYNWOOD	CA	90262	12/09/10	7,519.37	
						11/05/10	84,842.40	169,684.80
						11/12/10	84,842.40	
						12/22/10	84,842.40	
						01/06/11	84,842.40	
						01/19/11	84,842.40	
						12/16/10	85,458.55	
						11/19/10	86,588.90	
						12/09/10	89,497.40	
						01/12/11	95,403.10	
BUNZL PROCESSOR DIVISION	12240 COLLECTIONS CENTER		CHICAGO	IL	60693	12/09/10	7,519.37	
						11/05/10	84,842.40	169,684.80
						11/12/10	84,842.40	
						12/22/10	84,842.40	
						01/06/11	84,842.40	
						01/19/11	84,842.40	
						12/16/10	85,458.55	
						11/19/10	86,588.90	
						12/09/10	89,497.40	
						01/12/11	95,403.10	

In re
 CONTESSA PREMIUM FOODS, INC.
 Debtor.

United States Bankruptcy Court
 Central District of California

Chapter 11 Case No: 2:11-bk-13454-PC

SOFA Item 3b - Payments to Creditors within 90 Days (aggregating more than \$5,850)

VENDOR NAME	ADDRESS 1	ADDRESS 2	CITY	STATE	ZIP	PAYMENT DATE	AMOUNT PAID	AMOUNT OWING
BURGESS TRANSPORTATION LLC	20825 CURRIER ROAD		WALNUT	CA	91789	11/05/10	1,363.78	
						12/22/10	10,800.40	14,547.60
						11/19/10	11,130.05	
C & F PACKING COMPANY INC.	PO BOX 209		LAKE VILLA	IL	60046-0209	12/02/10	9,837.72	9,007.60
C.H. ROBINSON WORLDWIDE,INC.	P.O. BOX 9121		MINNEAPOLIS	MN	55480-9121	12/09/10	5,870.00	63,948.24
						11/12/10	10,260.00	
						11/05/10	13,379.74	
						12/02/10	32,858.16	
						12/22/10	44,027.00	
						11/19/10	46,772.00	
						12/16/10	53,405.01	
CALIFORNIA PACKAGING CENTE	1140 SOUTH ROCKEFELLER A'		ONTARIO	CA	91761	12/16/10	4,122.22	74,337.02
						12/22/10	15,209.90	
						11/05/10	18,949.10	
						11/19/10	19,985.70	
						12/09/10	32,667.85	
CALIFORNIA WATER SERVICE CO	3316 WEST BEVERLY BLVD.		MONTEBELLO	CA	90640	11/12/10	56.45	4,064.70
						01/19/11	58.54	
						10/29/10	2,604.22	
						12/16/10	2,757.34	
CAMIMEX	SUB-WARD-WARD8 CAMAU	CAMAU PROVINCE		VIETNAM		11/23/10	3,415.86	
						10/31/10	218,253.00	505,053.00
						12/28/10	221,500.00	
						11/30/10	426,417.00	
						12/29/10	477,791.50	
						11/15/10	520,150.00	
						11/15/10	553,660.00	
						12/21/10	972,310.00	
CAREERSINFOOD.COM	3800 SOUTH FREMONT, STE 20		SPRINGFIELD	MO	65804	12/22/10	350.00	
CARLISLE TRAVEL MANAGEMEN	5801 S. EASTERN AVENUE	SUITE #120	LOS ANGELES	CA	90040	12/27/10	6,161.70	
CAROLINA MANUFACTURER'S SE	2650 PILGRIM COURT		WINSTON-SALENC		27106	11/01/10	18,699.64	
						11/08/10	25,777.84	
						11/15/10	30,052.61	
						11/22/10	28,955.95	
						11/29/10	28,808.95	
						12/06/10	28,808.95	
						12/13/10	28,730.23	
						12/20/10	23,032.80	
						12/27/10	24,925.67	
						01/04/11	16,630.32	
						01/11/11	19,317.36	
						01/18/11	28,930.57	
						01/24/11	19,093.64	
CARTRIDGE WORLD LOS ALAMIT	11300 LOS ALAMITOS BLVD		LOS ALAMITOS	CA	90720	12/02/10	173.96	179.37
						12/09/10	173.98	
						12/29/10	183.75	
						12/16/10	257.70	
CASTER TECHNOLOGY CORPORA	11552 MARKON DR.		GARDEN GROV	CA	92841-1809	12/22/10	404.98	
CB & ASSOCIATES	524 NORTH JUANITA AVE. #13		REDONDO BEA	CA	90277	12/02/10	9,000.00	
CDW DIRECT, LLC	P O BOX 75723		CHICAGO	IL	60675-5723	11/12/10	116.34	6,885.82
						12/02/10	252.44	
CEBRO FROZEN FOODS	2100 ORESTIMBA ROAD		NEWMAN	CA	95360	11/05/10	36,805.11	
CHALMERS CORPORATION	DBA C.E.G. CONSTRUCTION	7901 CROSSWAY DR.	PICO RIVERA	CA	90660	11/12/10	3,143.00	
CHANDRA MACLEOD	312 HIGHLAND AVE. #A		MANHATTAN B	CA	90266	12/22/10	130.91	
						11/05/10	187.17	
CHARLOTTE WHELAN	376 BISHOPVILLE LOOP		THE VILLAGES	FL	32162	11/12/10	6.99	
CHASE CARD SERVICES	CARDMEMBER SERVICE	P.O.BOX 94014	PALATINE	IL	60094-4014	01/12/11	3,307.82	3,822.66
						11/05/10	8,132.44	
						12/16/10	8,671.23	
HELL BROKERAGE CO.	ATTN: ERNIE CHELL	101 PITTSTON AVE., STE.	SCRANTON	PA	18505	12/09/10	564.15	2,424.79
CHEM-SERVICES, INC.	101 N. CITRUS AVENUE	SUITE 3B	COVINA	CA	91723	11/12/10	351.18	4,949.26
CHEVRON	ACCT# 725 042 542 3	PO BOX 70887	CHARLOTTE	NC	28272-0887	01/19/11	1,065.21	
						12/22/10	1,188.90	
						12/01/10	1,174.07	
CHICAGO CHEFS OF CUISINE	4318 RIVER ROAD		SCHILLER PARHIL		60176	12/09/10	360.00	
CITIBUSINESS ADVANTAGE CAR	PO BOX 6401		THE LAKES	NV	88901-6416	11/05/10	163.08	
						12/09/10	3,015.85	
CITY OF COMMERCE	2535 COMMERCE WAY		COMMERCE	CA	90040	12/09/10	2,097.46	
CITY OF SEATTLE	REVENUE & CONSUMER AFF	PO BOX 34907	SEATTLE	WA	98124-1907	11/12/10	25.44	
CLEANSOURCE	PO BOX 49107		SAN JOSE	CA	95161-9107	12/09/10	45.37	2,823.43
						12/29/10	267.52	
						12/16/10	967.43	
						11/12/10	982.20	
CLEARWATER FINE FOODS (USA)	PO BOX 13072		NEWARK	NJ	71880-0072	10/29/10	117,920.00	
CLUB DEMONSTRATION SERVICE	9555 CHESAPEAKE DRIVE STE		SAN DIEGO	CA	92123	12/22/10	3,377.47	3,292.57
CO-SALES COMPANY	#61 INVERNESS DRIVE EAST	SUITE 108	ENGLEWOOD	CO	80112	11/23/10	541.80	2,465.42
CO-SALES COMPANY,INC	ARIZON CENTRAL PARK FOREST	2700 N. THIRD ST # 1000	PHOENIX	AZ	85004	11/23/10	1,219.25	9,491.01
						12/22/10	1,232.59	
CO-SALES NORTHERN CALIFORN	BISHOP RANCH 8	5000 EXECUTIVE PARKW	SAN RAMON	CA	94583	12/22/10	2,734.62	2,588.97
						11/23/10	3,457.05	
COACH WEST TRANSPORTATION	1029 E. DOMINGUEZ ST.		CARSON	CA	90746	12/29/10	765.00	8,988.61
						12/16/10	1,075.72	
						11/05/10	1,186.00	
						12/02/10	1,530.00	
						11/12/10	1,912.34	
						12/09/10	3,251.87	

In re
 CONTESSA PREMIUM FOODS, INC.
 Debtor.

United States Bankruptcy Court
 Central District of California

Chapter 11 Case No: 2:11-bk-13454-PC

SOFA Item 3b - Payments to Creditors within 90 Days (aggregating more than \$5,850)

VENDOR NAME	ADDRESS 1	ADDRESS 2	CITY	STATE	ZIP	PAYMENT DATE	AMOUNT PAID	AMOUNT OWING
COASTAL GREEN VEGETABLE COMPANY LLC		PO BOX 20609	OXNARD	CA	93034	12/29/10	3,654.88	97,896.50
						11/05/10	15,821.40	
						10/29/10	22,616.00	
						12/02/10	29,346.15	
COLE-PARMER INSTRUMENT CO COLONIAL LIFE-PROCESSING CTR BCN E7268204	13927 COLLECTIONS CENTER P.O. BOX 1365		CHICAGO COLUMBIA	IL SC	60693 29202-1365	01/12/11	46,752.88	
						11/05/10	170.12	
						01/19/11	2,034.36	
						12/09/10	2,167.21	
						12/22/10	2,167.23	
						12/29/10	2,167.23	
COMMERCE TECHNOLOGIES	PO BOX 33197		HARTFORD	CT	06150	10/29/10	2,188.97	
						11/09/10	2,188.97	
						11/23/10	2,188.97	
						11/12/10	60.38	
CONCUR TECHNOLOGIES, INC.	PO BOX 7555		SAN FRANCISCO	CA	94120	12/09/10	61.44	
						11/02/10	583.00	
						12/01/10	583.00	
						12/31/10	583.00	
CONSOLIDATED DESIGN WEST IN CONSULATE GENERAL OF VIETN.	1345 S. LEWIS STREET 1700 CALIFORNIA STREET	SUITE 580	ANAHEIM SAN FRANCISCO	CA CA	92805 94109	10/29/10	2,414.50	2,625.00
						10/29/10	200.00	
						12/09/10	230.00	
CORDISH, JUDY	300 WINSTON DRIVE	#2418	CLIFFSIDE PARK	NJ	07010	12/31/10	1,514.22	
COSMATOS CONSULTING CRESCENT SYSTEMS, INC. CROWN EQUIPMENT CORP.	21 WORTHINGTON PRIVATE 19328 SW MOHAVE CT. P.O. BOX 641173	STITTSVILLE, ON	CANADA		K2S 0H2	01/25/11	620.47	
						12/09/10	515.00	870.00
						12/02/10	669.10	
CROWN LIGHTING CROWNE PLAZA CRYOVAC INC.	14530 CARMENITA ROAD 601 SOUTH PALOS VERDES ST PO BOX 60000	FILE 74088	NORWALK SAN PEDRO SAN FRANCISCO	CA CA CA	90650 90731 94160-4088	12/29/10	938.58	2,088.99
						11/12/10	1,147.80	
						12/02/10	1,722.20	
						12/29/10	367.99	
CTI FOOD HOLDING CO, LLC	PO BOX 915248		DALLAS	TX	75391-5248	11/23/10	1,307.31	
						01/06/11	39,137.71	132,279.90
						12/16/10	64,057.84	
CURIALE HIRSCHFELD KRAEMER D.D. RECKNER COMPANY	727 SANSOME STREET 129 E. COLLEGE AVENUE		SAN FRANCISCO WESTERVILLE	CA OH	94111 43081	01/12/11	760.00	
						12/22/10	1,897.49	2,949.75
						11/23/10	2,667.80	
DART WAREHOUSE CORPORATION	PO BOX 23931		LOS ANGELES	CA	90023	11/23/10	4,846.38	
						12/16/10	4,846.38	
						01/13/11	4,846.38	
						12/29/10	143.15	189.50
DATA-CODE DAYMON WORLDWIDE	BARCODE & MOBILE DATA TI PO BOX 865 P.O. BOX 3801		TUSTIN CAROL STREAM	CA IL	92781 60132-3801	11/19/10	8,994.19	46,637.37
						11/19/10	14,651.93	
DAYMON WORLDWIDE DESIGN DEDEAUX PROPERTIES, LLC	ATTN: ACCOUNTS RECEIVABLE 1430 S. EASTMAN AVE.	PO BOX 10382	UNIONDALE LOS ANGELES	NY CA	11555-0382 90023-4006	11/12/10	8,190.00	
						12/16/10	94,011.47	255,484.51
						11/05/10	120,046.17	
						12/03/10	120,046.17	
DELAWARE NORTH COMPANIES I DELTA DENTAL PLAN OF CALIFORNIA	SUPPLY MANAGEMENT SERV 40 FOUNTAIN PLAZA ACCTG DEPT/GROUP #008566 PO BOX 44460		BUFFALO SAN FRANCISCO	NY CA	14202 94144-0460	01/13/11	126,049.29	
						11/09/10	2,500.00	
						11/09/10	6,088.43	
DELTACARE USA	DEPT. 0170		LOS ANGELES	CA	90084	12/09/10	6,338.26	
						11/09/10	223.22	
DELUXE FOR BUSINESS DEMOULAS SUPER MARKETS, INC	PO BOX 88042	CASH MANAGEMENT DEPART 1875 EAST STREET	CHICAGO TEWKSBURY	IL MA	60680-1042 01876	01/12/11	275.49	
						12/22/10	51.58	
						11/05/10	1,720.00	418.59
						11/05/10	30,808.91	
DEPT OF HOMELAND SECURITY, US CUSTOMS AND BORDER PROTECTION						10/29/10	793.56	
						11/02/10	60,208.92	
						11/03/10	7,109.91	
						11/04/10	11,660.41	
						11/08/10	22,197.29	
						11/12/10	469.54	
						11/16/10	22,323.47	
						11/17/10	25,978.69	
						11/19/10	5,137.51	
						11/22/10	58.00	
						11/23/10	39,804.11	
						11/24/10	10,793.24	
						11/26/10	10,096.31	
						11/29/10	2,168.32	
						12/02/10	6,938.09	
						12/07/10	2,800.05	
						12/08/10	9,200.25	
						12/13/10	88.03	
						12/20/10	3,833.31	
						12/22/10	1,322.88	
12/23/10	58.00							
12/27/10	20,188.50							
12/29/10	2.00							
12/30/10	998.46							
01/05/11	16,298.89							
01/06/11	13,490.36							
01/07/11	14,932.82							
01/10/11	4,535.96							
01/11/11	29,733.59							

In re
 CONTESSA PREMIUM FOODS, INC.
 Debtor.

United States Bankruptcy Court
 Central District of California

Chapter 11 Case No: 2:11-bk-13454-PC

SOFA Item 3b - Payments to Creditors within 90 Days (aggregating more than \$5,850)

VENDOR NAME	ADDRESS 1	ADDRESS 2	CITY	STATE	ZIP	PAYMENT		AMOUNT OWING
						DATE	AMOUNT PAID	
						01/18/11	27,819.37	
						01/19/11	998.46	
						01/20/11	3,426.59	
						01/24/11	444.85	
						01/25/11	22,776.12	
DICKINSON FROZEN FOODS	2746 MOMENTUM PLACE		CHICAGO	IL	60689-5327	12/16/10	300.00	107,485.00
						12/02/10	51,827.00	
						01/06/11	75,304.83	
DLA PIPER LLP (US)	PO BOX 64029		BALTIMORE	MD	21264-4029	12/02/10	17,726.53	43,587.41
DMV RENEWAL	PO BOX 942897		SACRAMENTO	CA	94297-0897	12/22/10	651.00	-
DONGSHENG FOODS USA, INC.	355 WEST OLIVE AVE., SUITE		SUNNYVALE	CA	94086	11/19/10	22,694.35	56,472.50
DUN & BRADSTREET	PO BOX 75434		CHICAGO	IL	60675-5434	12/29/10	2.65	-
ED MINIAT INC.	16250 S. VINCENNES AVE.		SOUTH HOLLAND	IL	60473	11/12/10	31,518.59	-
						12/02/10	40,380.78	
EDDY, CAROLINE M	9070 MEADOWRUN COURT		SAN DIEGO	CA	92129	11/30/10	4,072.94	
EDWARDS LABEL	2277 KNOLL DRIVE		VENTURA	CA	93003	11/19/10	182.21	7,967.95
						12/09/10	321.30	
						11/12/10	578.28	
						11/19/10	4,391.77	
						12/22/10	14,313.50	
EDYTA KOSIARZ	1145 ROSWELL AVE	APT. 203	LONG BEACH	CA	90804	11/05/10	50.00	-
						12/02/10	50.00	
EDYTA KOSIARZ	1145 ROSWELL AVE	APT. 203	LONG BEACH	CA	90804	01/26/11	8,600.00	-
EMPLOYERS GROUP	PO BOX 15013		LOS ANGELES	CA	90015	11/09/10	2,308.56	-
ENVIRO-GUIDE, LLC	1244 SANTA ANITA AVE UNIT		SOUTH EL MONCA	CA	91733	11/12/10	175.00	-
EUROFINS CENTRAL ANALYTICAL LABORATORIES, INC.	DEPT. 5328, PO BOX 4228		HOUSTON	TX	77210-4228	11/12/10	175.00	-
FALLAS AUTOMATION, INC	P O BOX 20354		WACO	TX	76702	11/12/10	796.79	77.37
						12/29/10	1,518.29	
FALLON, JANET	1401 AVOLENCIA DR		FULLERTON	CA	92835	11/30/10	200.00	
FASTENAL COMPANY	PO BOX 1286		WINONA	MN	55987-1286	12/29/10	113.15	334.08
						11/12/10	165.17	
FEDEX	PO BOX 7221		PASADENA	CA	91109-7321	11/12/10	28.67	6,037.95
						12/29/10	386.49	
						12/22/10	441.89	
						01/12/11	543.11	
						11/19/10	564.42	
						10/29/10	590.26	
						12/16/10	713.14	
						12/02/10	950.77	
						12/09/10	1,131.75	
						11/09/10	1,590.56	
						11/05/10	1,797.85	
FEDEX KINKO'S	CUSTOMER ADMIN SERV	PO BOX 672085	DALLAS	TX	75267-2085	10/29/10	10.98	37.32
FELLOW, GERALDINE A	230 N. HIGHLAND PLACE		MONROVIA	CA	91016	11/30/10	7,360.50	
						12/31/10	1,117.88	
						01/25/11	136.37	
FIDELITY INVESTMENTS	ACCOUNT #5956927	PO BOX 73307	CHICAGO	IL	60673-7307	11/05/10	23,883.19	-
						11/19/10	23,312.37	
						12/07/10	26,343.01	
						12/17/10	18,030.31	
						12/30/10	16,718.20	
						01/14/11	40,636.43	
FIGLIO DI PASTA, INC.	4776 E. JENSEN AVE.		FRESNO	CA	93725	11/23/10	24,813.30	88,136.56
						01/21/11	87,357.40	
FISHER SCIENTIFIC	FILE #50129		LOS ANGELES	CA	90074-0129	11/12/10	596.64	-
FLEGENHEIMER INT'L	P.O. BOX 998 #22		EL SEGUNDO	CA	90245-3060	11/05/10	581.17	8,995.54
						12/02/10	649.78	
						01/19/11	1,239.10	
						12/29/10	1,281.54	
						12/09/10	1,737.50	
						12/22/10	2,989.74	
						11/23/10	3,512.34	
FOOD MOVERS INTERNATIONAL	1920 MARK COURT STE. 170	ATTN. TOM LEMONICA	CONCORD	CA	94520	11/12/10	3,024.00	-
FOOD NETWORK MAGAZINE	PO BOX 25883		LEHIGH VALLE PA	PA	18002-5883	12/02/10	50,490.00	50,490.00
FOODBUY, LLC FOR COMPASS	3954 COLLECTIONS CENTER I		CHICAGO	IL	60693	11/19/10	53,201.36	-
						12/02/10	60,992.26	
GABRIELLE THOMPSON	8227 ALHAMBRA AVENUE	#G	PARAMOUNT	CA	90723	11/19/10	163.90	-
GARY STANTON	18181 BUENA VISTA	AVENUE	YORBA LINDA	CA	92886	01/06/11	320.95	-
GASUIK SALES & MARKETING	26 COLUMBIA AVENUE		DEPEW	NY	14043	12/22/10	339.28	1,202.81
						11/23/10	447.74	
GENERAL ELECTRIC CAPITAL CO	2400 E. KATELLA AVE. STE# 800		ANAHEIM	CA	92806	12/03/10	50,000.00	-
						12/22/10	133,220.87	
						01/21/11	133,220.87	
						01/21/11	36,462.41	
GOLD POINT TRANSPORTATION,	11621 EAST OPP ST.		WILMINGTON	CA	90744-3946	11/05/10	90.00	-
GOLDEN-TECH INTERNATIONAL,	12461 152ND AVE NE		REDMOND	WA	98052-5573	12/16/10	558.00	-
GOODHEART BRAND SPECIALTY	11122 NACOGDOCHES RD.		SAN ANTONIO	TX	78217	10/29/10	86,627.75	57,800.00
						01/11/11	123,400.00	
GRAINGER	DEPT 826091548		PALATINE	IL	60038-0001	12/22/10	32.36	556.74
						12/09/10	155.20	
						11/12/10	432.57	
GREAT AMERICAN PACKAGING IN	4361 S. SOTO STREET		VERNON	CA	90058	12/22/10	2,948.63	-
GREGORY MORROW	10401 WILSHIRE BLVD.	SUITE 1102	LOS ANGELES	CA	90024	12/29/10	193.06	-
						11/19/10	235.39	
						01/21/11	2,460.00	
						01/24/11	2,460.00	

In re
 CONTESSA PREMIUM FOODS, INC.
 Debtor.

United States Bankruptcy Court
 Central District of California

Chapter 11 Case No: 2:11-bk-13454-PC

SOFA Item 3b - Payments to Creditors within 90 Days (aggregating more than \$5,850)

VENDOR NAME	ADDRESS 1	ADDRESS 2	CITY	STATE	ZIP	PAYMENT DATE	AMOUNT PAID	AMOUNT OWING
H & M BAY INC	PO BOX 631935		BALTIMORE	MD	21263-1935	12/09/10	20,094.39	166,920.89
						12/29/10	27,040.62	
						11/23/10	27,548.42	
						12/16/10	39,468.98	
						11/05/10	48,339.52	
						12/22/10	51,697.00	
						11/19/10	68,278.40	
						10/29/10	71,314.93	
						11/12/10	79,901.54	
						12/02/10	94,004.31	
						01/06/11	158,225.24	
						12/16/10	7,958.48	
HACIENDA DE LA PAZ	P.O. BOX 207		ROLLING HILLS	CA	90274	12/16/10	7,958.48	-
						12/09/10	8,300.00	145,239.47
						11/05/10	17,400.00	
HALIBURTON INTERNATIONAL	C/2539 EAST PHILADELPHIA ST.		ONTARIO	CA	91761	12/09/10	8,300.00	
						11/05/10	17,400.00	
HANTOVER, INC.	14005 COLLECTION CENTER E		CHICAGO	IL	60693-4005	12/02/10	62.54	340.88
HARD ROCK CAFE	6100 OLD PARK LANE	ATTN:BARBARA KAIWI	ORLANDO	FL	32835	12/22/10	10,000.00	-
HARP'S HQ	PO BOX 48		SPRINGDALE	AR	72765	12/29/10	17.36	-
HARPAK - ULMA PACKAGING, LL	1117 EASTMAN STREET		EASTON	MA	02375	11/19/10	497.01	338.21
HARRIS, GEORGE	1514 TODD ROAD		TOMS RIVER	NJ	08755	01/25/11	1,468.40	-
HEAT AND CONTROL INC	21121 CABOT BLVD		HAYWARD	CA	94545-1132	11/12/10	199.55	1,387.33
						12/09/10	199.58	
						12/16/10	573.98	
HIRSCH PIPE & SUPPLY	PO BOX 749441		LOS ANGELES	CA	90074	12/16/10	151.02	-
HOLTHOUSE CARLIN & VAN TRIG	1601 CLOVERFIELD BLVD	SUITE 300 SOUTH	SANTA MONICA	CA	90404	12/02/10	20,160.47	-
HOMELAND STORES	PO BOX 25008		OKLAHOMA CITY	OK	73125-0008	12/16/10	70.30	-
HONEYWELL	PO BOX 93078		CHICAGO	IL	60673-3078	11/23/10	8,259.98	4,714.36
HUNTINGTON PARK RUBBER STA	2761 E SLAUSON AVE	PO BOX 519	HUNTINGTON F	CA	90255	12/09/10	54.66	158.16
						12/22/10	54.66	
						11/12/10	60.79	
HYGIENA	ATTN: ACCOUNTS RECEIVAB	1941 AVENIDA ACASO	CAMARILLO	CA	93012	11/23/10	411.36	205.68
IGW LLC	15849 N. 71ST ST.	SUITE 245	SCOTTSDALE	AZ	85254	12/09/10	1,854.00	2,497.20
INFINITY WORLDS, INC.	5305 VILLAGE PARKWAY		ROGERS	AR	72758	12/22/10	252.39	634.03
						11/23/10	342.46	
INN FOODS INC	P.O. BOX 353		SALINAS	CA	93902	10/29/10	558.00	12,194.00
INNOVATIVE FOODS LLC	3375 KOAPAKA ST, SUITE B28		HONOLULU	HI	96819	12/22/10	1,766.96	7,450.33
						11/23/10	1,950.72	
INNOVATUM, INC.	1400 BUFORD HIGHWAY, STE I		SUGAR HILL	GA	30518	11/05/10	4,725.00	-
INTERSTATE WAREHOUSING	P.O. BOX 66543		INDIANAPOLIS	IN	46266	01/19/11	1,269.96	-
						12/09/10	1,359.08	
						12/29/10	1,740.50	
						12/02/10	3,152.81	
						12/22/10	5,831.07	
						11/23/10	6,237.30	
						12/16/10	7,179.80	
						11/12/10	8,427.00	
						11/05/10	9,736.41	
JAMES MORONES	2152 GRANDEUR DRIVE		SAN PEDRO	CA	90732	11/05/10	60.97	-
						11/23/10	75.02	
						01/06/11	519.34	
JEFF BARTON	223 FOURTH STREET		SEAL BEACH	CA	90740	11/23/10	199.53	-
JEFF SITAR	1116 HIGHLAND DRIVE		MONTREY PA	CA	91754	10/29/10	586.51	-
JENNIFER MCLIN RAMIREZ	657 30TH ST.		RICHMONDRID	CA	94804	11/12/10	5.99	-
JENNIFER SANCHEZ	15516 HALCOURT AVE.		NORWALK	CA	90650	12/09/10	55.92	-
JET TECH LTD	438 COLUMBIA ROAD		THOUSAND OAI	CA	91360	12/16/10	5,379.73	6,993.44
						01/19/11	5,568.87	
						10/29/10	13,923.64	
JF LANDSCAPE	1040 WEST LOMITA BLVD		HARBOR CITY	CA	90710	12/09/10	512.74	512.74
						12/22/10	512.74	
JIANG MEN HEALTH FOOD CO. LT	PACHONGWEI, JIANGMEN		GUANGDONG, C			11/15/10	43,990.00	27,805.00
						12/22/10	93,790.00	
JOHN J. NORRIE & ASSOC. INC.	MARINE SURVEYORS & CONS	3335 FITHIAN AVE.	LOS ANGELES	CA	90032	12/09/10	766.90	-
JOHN Z. BLAZEVIK	P.O. BOX 1660		SAN PEDRO	CA	90733	12/29/10	464.37	-
						01/21/11	54,647.00	
						01/24/11	54,647.00	
JOHNSON O'HARE COMPANY INC	1 PROGRESS ROAD		BILLERICA	MA	01821	12/22/10	2,473.69	11,741.20
						12/09/10	4,539.69	
JON EDWARDS & ASSOCIATES	915 SOUTH ALTA VISTA AVEN		MONROVIA	CA	91016	12/02/10	2,743.75	5,158.25
JSL FOODS, INC	3550 PASADENA AVENUE		LOS ANGELES	CA	90031	12/29/10	14,980.50	155,090.40
						12/02/10	15,037.50	
						11/12/10	22,864.50	
						12/22/10	37,289.90	
						12/16/10	37,835.20	
						11/05/10	44,361.00	
						12/09/10	112,881.90	
						01/19/11	139,059.50	
JULIA PAULINA CARRERA	9975 DANDELION AVENUE		FOUNTAIN VAL	CA	92708	11/05/10	10,609.00	21,878.00
						12/09/10	10,994.00	
JULIET BOGHOSSIAN	1601 ARBOLES DRIVE		GLENDALE	CA	91207	11/05/10	50.00	-
						11/12/10	50.00	
KAISER FOUNDATION HEALTH PL	FILE 5915	BU 227196-0000	LOS ANGELES	CA	90074-5915	12/09/10	2,332.40	-
						11/09/10	4,731.46	
						01/12/11	5,560.96	
KAISER FOUNDATION HEALTH PL	COBRA, BU 227196-7000	FILE 5915	LOS ANGELES	CA	90074-5915	12/09/10	233.27	-
						01/12/11	607.01	
KELLEY DRYE WARREN LLP	101 PARK AVENUE		NEW YORK	NY	10178	11/12/10	22,153.27	-
						12/09/10	1,349.87	

In re
 CONTESSA PREMIUM FOODS, INC.
 Debtor.

United States Bankruptcy Court
 Central District of California

Chapter 11 Case No: 2:11-bk-13454-PC

SOFA Item 3b - Payments to Creditors within 90 Days (aggregating more than \$5,850)

VENDOR NAME	ADDRESS 1	ADDRESS 2	CITY	STATE	ZIP	PAYMENT		AMOUNT OWING
						DATE	AMOUNT PAID	
KEVIN CONNOLLY KEVIN GRUEZO	11442 GIBERTI WAY 21416 MONETA AVENUE		NORTHRIDGE	CA	91326	01/06/11	500,000.00	
						01/18/11	3,451.50	
						01/24/11	17,867.33	-
						12/28/10	34.10	-
						11/05/10	47.80	-
KPAC CALIFORNIA	1420 COIL AVENUE		WILMINGTON	CA	90744	12/22/10	120.75	
						11/12/10	16,100.00	-
						12/22/10	16,902.50	-
						11/19/10	21,052.00	-
						12/09/10	24,594.00	-
KUNSHAN JIAPU PACKING MATEI	188 TONGQIU RD., ZHANGPU	KUNSHAN, JIANGSU PRO	CHINA	215321		12/29/10	135,412.90	-
						11/19/10	4,219.88	-
						11/15/10	27,717.32	-
						01/25/11	78,894.61	-
						12/28/10	89,086.09	-
L & L FOODS	333 N. EUCLID WAY		ANAHEIM	CA	92801	12/02/10	18,750.00	-
L B JOHNSON INDUSTRIAL HARD	3600 E SLAUSON AVENUE		MAYWOOD	CA	90270	01/06/11	19,305.00	-
LABEL HOUSE/LA SUPPLY LACA EXPRESS	1350 REYNOLDS AVE. 13900 S. BROADWAY	SUITE #101	IRVINE	CA	92614	12/09/10	82.95	-
						12/16/10	191.57	-
						11/12/10	66.44	-
						12/02/10	50.00	150.00
						12/29/10	50.00	-
LAPINE, GENE	3330 NEW DAWN COURT		BUFORD	GA	30519	12/09/10	150.00	-
						12/22/10	400.00	-
						11/30/10	4,956.58	-
						12/31/10	1,230.78	-
						01/25/11	1,103.43	-
LENZCO	PRODUCTS FOR INDUSTRY	10722 ARROW HWY #412	RANCHO CUCA	CA	91730	11/05/10	489.62	-
LEWIS FOOD TOWN, INC	12182 VETERANS MEMORIAL		HOUSTON	TX	77067	11/12/10	14.40	-
LIDIA L. QUIROZ	7533 SUVA STREET		DOWNEY	CA	90240	11/12/10	14.30	-
LORI JOHNSTON	104 GRANADA AVENUE		LONG BEACH	CA	90803	11/05/10	50.00	-
LOS ANGELES COLD STORAGE	CC PO BOX 54244		LOS ANGELES	CA	90054	12/09/10	96.00	-
						11/19/10	2,305.50	-
						12/16/10	4,840.10	-
						12/22/10	8,389.70	-
						11/05/10	128,016.88	-
LOS ANGELES TIMES M & M PRINTED BAG	ACCT# 010002276984 5651 KIMBALL COURT	PO BOX 79151	PHOENIX	AZ	85062-9151	11/19/10	130,300.61	-
						12/09/10	150,094.04	-
						01/06/11	209,607.93	-
						12/22/10	19.92	-
						12/16/10	436.70	10,844.12
MANCINI AND GROESBECK, INC	164 EAST 3900 SOUTH		SALT LAKE CIT	UT	84107	10/29/10	11,902.57	-
						12/22/10	282.92	1,362.67
						12/09/10	1,313.59	-
						11/19/10	100.00	-
						12/02/10	240.00	720.00
MANNY'S FORKLIFT MARINER SYSTEMS, INC. MARKEM CORPORATION	1621 E. ORCHARD ST. DEPT. CH16375 PO BOX 3542		COMPTON	CA	90221	12/09/10	1,316.00	-
						12/29/10	2,037.00	-
						11/12/10	5,104.75	-
						01/19/11	2,200.00	2,200.00
						11/19/10	4,132.09	35,695.18
MARQUETTE TRANS. FINANCE, IN	NW 7939 MARSH RISK & INSURANCE SERV	LOS ANGELES OFFICE	LOS ANGELES	CA	90088	11/23/10	9,352.23	-
						12/22/10	23,673.30	-
						12/02/10	125,802.29	-
						11/09/10	46,131.52	55,504.07
						01/12/11	74,587.90	-
MARZETTI FROZEN PASTA, INC.	DEPT. L-974		COLUMBUS	OH	43260	12/02/10	2,600.00	-
						11/12/10	385.58	7,603.36
						01/19/11	586.93	-
						12/29/10	856.56	-
						11/23/10	1,199.47	-
MATCH CREATIVE TALENT, INC. MAUST TRANSPORTATION SERV	303 NORTH SWEETZER AVEN 2200 140TH AVENUE EAST	SUITE 200	LOS ANGELES	CA	90048	12/22/10	2,000.62	-
						12/02/10	2,326.43	-
						11/05/10	4,290.27	-
						11/23/10	480.00	-
						11/30/10	2,582.37	-
MAXIMUM EXHAUST CLEANING, MAYS, RICHARD L	PO BOX 1774 375 E GREENHAVEN		RANCHO CUCA	CA	91729	12/31/10	1,484.97	-
						01/25/11	652.70	-
						12/16/10	94.52	830.14
						11/12/10	180.52	-
						12/22/10	307.06	-
MECHANICAL DRIVES CO MEL CHING	2915 E. WASHINGTON BLVD. 3614 MOTOR AVE #2		LOS ANGELES	CA	90023	12/29/10	338.41	-
						12/09/10	1,077.81	-
						12/16/10	617.60	541.22
						11/05/10	69.54	-
						01/06/11	95.64	-
MERCEDES-BENZ FINANCIAL	PO BOX 9001680		LOUISVILLE	KY	40290-1680	12/28/10	100.44	-
						11/25/10	2,999.00	-
						11/29/10	964.44	-
						12/27/10	2,999.00	-
						12/28/10	964.44	-
MERICLE MECHANICAL, INC.	1664 SIERRA MADRE CIRCLE		PLACENTIA	CA	92870	01/25/11	2,999.00	-
						12/22/10	953.95	8,618.28
						12/09/10	1,840.00	-
						11/23/10	4,825.00	-

In re
 CONTESSA PREMIUM FOODS, INC.
 Debtor.

United States Bankruptcy Court
 Central District of California

Chapter 11 Case No: 2:11-bk-13454-PC

SOFA Item 3b - Payments to Creditors within 90 Days (aggregating more than \$5,850)

VENDOR NAME	ADDRESS 1	ADDRESS 2	CITY	STATE	ZIP	PAYMENT		AMOUNT OWING
						DATE	AMOUNT PAID	
MESA VERDE COUNTRY CLUB METZ FRESH, LLC	3000 CLUBHOUSE RD. 39405 METZ ROAD		COSTA MESA KING CITY	CA	92626 93930	12/29/10	6,509.40	
						11/19/10	940.44	-
						12/09/10	5,966.40	17,639.20
MICHAEL FOODS INC.	P.O. BOX 98378		CHICAGO	IL	60693-8378	12/22/10	3,478.32	33,186.60
						01/19/11	65,664.36	
						12/02/10	89,292.14	
MICHELSON LABORATORIES INC	6280 CHALET DRIVE		COMMERCE	CA	90040-3704	12/09/10	950.00	3,618.80
						12/16/10	1,157.00	
						12/02/10	2,826.00	
						12/22/10	2,887.00	
						11/12/10	3,955.00	
MILLARD REFRIGERATED SERVIC	P.O. BOX 2336		OMAHA	NE	68103-2336	01/19/11	58.13	170.07
						12/22/10	220.36	
						12/02/10	749.38	
						11/19/10	889.35	
MILLARD TRANSPORTATION SER DEPT.	CH 19262		PALATINE	IL	60055-9262	12/22/10	253.76	1,592.24
						12/29/10	466.22	
						12/02/10	626.52	
						11/05/10	648.19	
						12/09/10	32.85	220.08
MILLBROOK COLD STORAGE INC	PO BOX 564		SOMERVILLE	MA	02143	12/22/10	93.29	
						12/28/10	36,220.00	
						12/21/10	36,900.00	
MINH PHU SEAFOOD CORP.	ATTN: NGUYEN TAN ANH	INDUSTRIAL ZONE, WARI CAMAU CITY	CAMAU, VIETN	VIETNAM		12/22/10	266,896.00	-
						12/29/10	313,200.00	
						11/15/10	315,413.00	
						01/21/11	319,348.00	
						01/25/11	328,700.00	
						12/28/10	588,240.00	
						12/21/10	905,992.00	
MINUTEMAN TRANSPORT INC	P.O. BOX 90396		CITY OF INDUS	CA	91715	12/22/10	423.07	1,623.59
						01/19/11	772.39	
						12/16/10	856.57	
						12/09/10	1,439.33	
						11/05/10	3,274.80	
MISSION FOODS-SOUTHERN CALI	PO BOX 843793		DALLAS	TX	75284	12/22/10	10,410.29	69,851.98
						12/02/10	14,566.79	
						10/29/10	416.67	833.34
MONSTER, INC.	FILE 70104		LOS ANGELES	CA	90074-0104	11/19/10	416.67	
						12/29/10	416.67	
						12/09/10	174.63	75.18
MORGAN GALLACHER, INC.	8707 MILLER GROVE DR.		SANTA FE SPRING	CA	90670	11/12/10	1,056.90	
						12/09/10	48.82	1,556.68
MOTION INDUSTRIES, INC	FILE 749376		LOS ANGELES	CA	90074	12/09/10	48.82	
MRS. SEAFOOD INC	2920 WEST OLIVE AVE. STE#2		BURBANK	CA	91505	11/19/10	315,230.90	-
MULTIAD	35176 EAGLE WAY		CHICAGO	IL	60678-1351	12/02/10	60.00	-
MULTIVAC, INC.	DEPT CH 17573		PALATINE	IL	60055-7573	12/02/10	27.56	862.19
NATIONAL GEOGRAPHIC	GREEN GUIDE	P.O. BOX 63132	TAMPA	FL	33663-3132	11/23/10	34.00	-
NATIONAL GEOGRAPHIC SOCIETY	PO BOX 4002855		DES MOINES	IA	50340-2855	12/29/10	145.23	186.13
NEOGEN CORPORATION	1603 PAYSHERE CIRCLE		CHICAGO	IL	60674	12/22/10	133.05	-
NET ELECTRONICS	8224 E. FIRESTONE BLVD.		DOWNEY	CA	90241	12/02/10	56.44	-
NICK'S PAINTING CO. NIELSEN	964 W. 8TH ST. PO BOX 88956		SAN PEDRO CHICAGO	CA IL	90731 60695-8956	12/22/10	80.83	
						11/05/10	350.00	
						11/19/10	1,821.25	74,903.78
						11/19/10	23,753.76	
						10/29/10	25,575.01	
NORMAN STEWART FOOD STYLIS	1111 N. FLORES ST. SUITE#2 DEPT.2371		WEST HOLLYW LOS ANGELES	CA	90069 90084	11/19/10	1,436.40	3,750.00
						11/05/10	19,600.00	15,763.40
						11/19/10	22,426.60	
OCEAN SPRAY CRANBERRIES, INC	ONE OCEAN SPRAY DR.		LAKEVILLE	MA	02349	11/19/10	1,975.00	4,003.25
OFFICEMAX CONTRACT INC.	P.O. BOX 79515		CITY OF INDUS	CA	91716-9515	11/19/10	683.51	2,501.98
P.L. MARKETING	625 EDEN PARK DRIVE SUITE		CINCINNATI	OH	45202	12/22/10	893.75	
						12/09/10	6,289.62	42,201.07
						12/22/10	7,363.72	
PACHULSKI TANG ZIEHL & JONES	10100 SANTA MONICA BLVD.		LOS ANGELES	CA	90067-4100	01/21/11	50,000.00	-
PACIFIC MACHINERY SERVICE	2211 E WINSTON RD.	UNIT F.	ANAHEIM	CA	92806	10/29/10	2,750.14	2,147.50
PACIFIC PLACE ASSOCIATES	222 WEST 6TH STREET	SUITE 125	SAN PEDRO	CA	90731	11/19/10	42,522.80	-
PACIFIC SOUTHWEST CONTAINER	DEPARTMENT 44763	PO BOX 44000	SAN FRANCISCO	CA	94144-4763	12/22/10	4,483.66	208,602.51
						12/29/10	12,540.00	
						12/09/10	32,331.06	
						12/02/10	41,551.59	
						12/16/10	54,742.94	
						01/20/11	67,198.59	
						11/23/10	12,008.44	
PACKAGING CREDIT COMPANY	PO BOX 51584		LOS ANGELES	CA	90051-5884	12/29/10	16,087.52	195,672.79
						12/09/10	22,813.46	
						12/22/10	32,003.24	
						11/19/10	33,253.60	
						11/05/10	34,494.94	
						12/16/10	35,811.79	
						11/09/10	96,712.09	
PACLINE WEST INC.	PO BOX 7686		LA VERNE	CA	91750-7686	12/16/10	1,595.55	391.77
PACMAC	PO BOX 360		FAYETTEVILLE	AR	72702-0360	11/23/10	124.41	186.59

In re
 CONTESSA PREMIUM FOODS, INC.
 Debtor.

United States Bankruptcy Court
 Central District of California

Chapter 11 Case No: 2:11-bk-13454-PC

SOFA Item 3b - Payments to Creditors within 90 Days (aggregating more than \$5,850)

VENDOR NAME	ADDRESS 1	ADDRESS 2	CITY	STATE	ZIP	PAYMENT DATE	AMOUNT PAID	AMOUNT OWING
PACTIV CORPORATION	P.O. BOX 905863		CHARLOTTE	NC	28290	12/29/10	553.46	124,491.94
						12/09/10	15,831.42	
						12/17/10	16,721.54	
						11/19/10	16,769.73	
						11/19/10	16,785.12	
						12/22/10	16,785.12	
PAN GREGORIAN OF NEW JERSEY	629 SPRINGFIELD ROAD		KENILWORTH	NJ	07033	01/06/11	35,249.28	-
						12/29/10	4.00	
						11/05/10	22.00	
PANOPLY FOOD CORP.	3 MARCUS BLVD., STE. 202		ALBANY	NY	12205	12/09/10	1,494.58	3,851.40
						12/16/10	2,303.50	
PAPER MART	2164 NORTH BATAVIA ST.		ORANGE	CA	92865	12/22/10	45.02	-
						12/09/10	167.30	
PARTYTIME ICE	983 N PACIFIC AVE		SAN PEDRO	CA	90731	12/02/10	10.00	-
						12/29/10	80.00	
PASTA MIA INC.	826 ENTERPRISE WAY		FULLERTON	CA	92832	12/29/10	7,100.00	75,203.20
						01/20/11	24,537.60	
PEPPER SOURCE, LTD	PO BOX 8056		METAIRIE	LA	70011-8056	12/16/10	20,061.30	9,445.77
						10/29/10	20,709.42	
						12/02/10	27,505.21	
						12/09/10	27,581.43	
						12/29/10	47,504.21	
						12/16/10	23,380.50	
						11/23/10	40,425.05	
						11/12/10	42,215.47	
						12/09/10	52,045.23	
						11/19/10	56,321.00	
PEPPERMILL CASINOS, INC.	90 WEST GROVE STREET	STE 600	RENO	NV	89509	12/16/10	23,380.50	-
						11/23/10	40,425.05	
						11/12/10	42,215.47	
						12/09/10	52,045.23	
						11/19/10	56,321.00	
						11/05/10	72,142.69	
						12/29/10	80,802.55	
						01/25/11	99,950.96	
						10/29/10	101,743.16	
						12/16/10	108,227.28	
PERSONNEL PLUS INC.	12052 E IMPERIAL HWY	SUITE 200	NORWALK	CA	90650	12/22/10	111,437.87	
						12/02/10	157,146.77	
						01/26/11	275,049.04	
						01/06/11	419,682.04	
						12/29/10	468.00	
						12/22/10	259,576.50	
						12/28/10	324,390.00	
						12/16/10	125.00	
						12/29/10	275.00	
						11/23/10	3,627.42	
PIHRA	360 N. SEPULVEDA BLVD.	SUITE 2020	EL SEGUNDO	CA	90245	12/16/10	125.00	-
						12/29/10	275.00	
						11/23/10	3,627.42	
PIHRA DISTRICT 6 VIP PROGRAM	PO BOX 1835		MANHATTAN B	CA	90267-1835	12/22/10	10,816.24	
PINNACLE FOOD BROKERS	99 SOUTH BEDFORD STREET #		BURLINGTON	MA	01803	12/22/10	1,000.00	
						11/05/10	1,000.00	
PITNEY BOWES GLOBAL FINANCI SERVICES LLC.	ACCT# 338495 PO BOX 856460		LOUISVILLE	KY	40285-6460	11/23/10	977.21	-
						12/22/10	1,000.00	
PITNEY BOWES GLOBAL FINANCI	PO BOX 371887		PITTSBURGH	PA	15250-7887	11/23/10	977.21	-
						01/21/11	1,239.21	
PORTION PAC INC	HEINZ NORTH AMERICA	DEPT. LA 21111	PASADENA	CA	91185-1111	11/05/10	16,363.03	35,792.07
						12/22/10	34,063.51	
PR NEWswire ASSOCIATION,LLC	GPO BOX 5897		NEW YORK	NY	10087-5897	12/02/10	1,656.25	606.25
PRAXAIR DISTRIBUTION INC.	DEPT 0812	PO BOX 120812	DALLAS	TX	75312	12/09/10	303.96	2,291.71
						12/02/10	381.34	
PREFERRED FREEZER SERVICE-LIPO BOX 911230			LOS ANGELES	CA	90091	11/12/10	782.51	
						12/09/10	1,116.00	
						12/02/10	1,170.00	
						12/29/10	2,916.00	
						11/12/10	2,985.63	
						12/16/10	5,058.00	
						11/05/10	6,932.50	
						01/06/11	12,365.00	
						11/19/10	117.00	
						11/12/10	1,488.00	
PREFERRED FREEZER SERVICES OF VERNON, LLC	OF VERNON, LLC	2050 E. 55TH ST	VERNON	CA	90058	11/19/10	117.00	-
						11/12/10	1,488.00	
						12/02/10	1,849.53	
						12/16/10	4,607.10	
						11/05/10	6,199.06	
						01/06/11	6,225.33	
						12/29/10	7,218.72	
						12/02/10	1,229.10	
						12/09/10	1,889.34	
						12/29/10	3,536.89	
PREFERRED FREEZER SERVICES OF NEWARK, LLC	OF NEWARK, LLC	360 AVENUE P,	NEWARK	NJ	07105	11/05/10	3,958.12	
						01/06/11	6,860.36	
						12/09/10	70.00	
						12/16/10	169.00	
						12/22/10	546.00	
						12/29/10	69.95	
						12/22/10	1,225.00	
						12/09/10	2,646.08	
						12/09/10	99.79	
						12/02/10	116.69	
PREFERRED FREEZER SERVICES MEDLEY, LLC	MEDLEY, LLC	PO BOX 126158	HIALEAH	FL	33012	12/02/10	1,229.10	595.03
						12/09/10	1,889.34	
						12/29/10	3,536.89	
PRIME LABEL CONSULTANTS	PO BOX 15240	536 7TH STREET S.E.	WASHINGTON	DC	20003	11/05/10	3,958.12	
						01/06/11	6,860.36	
						12/09/10	70.00	
						12/16/10	169.00	
						12/22/10	546.00	
PSC	216 LEMMON DR. #357		RENO	NV	89506	12/29/10	69.95	-
PYRAMID TRANSPORT INC	PO BOX 467		FEDERALSBURG	MD	21632	12/22/10	1,225.00	-
						12/09/10	2,646.08	
Q DOCUMENTS SOLUTIONS	444 W. OCEAN BLVD., SUITE 1		LONG BEACH	CA	90802	12/09/10	99.79	281.93
						12/02/10	116.69	
QOS TELESYS	7035 ORANGETHORPE AVE	STE H	BUENA PARK	CA	90621	12/16/10	11,048.50	484.21
QUADRANT SOFTWARE	PO BOX 200		MANSFIELD	MA	02048	12/22/10	13,054.94	-
R W BOZEL TRANSFER ,INC	500 ADVANTAGE AVE.		ABERDEEN	MD	21001	12/09/10	2,648.12	1,203.53
						11/05/10	3,234.28	
RADEX	1430 SO EASTMAN AVE.		LOS ANGELES	CA	90023	12/09/10	833.70	-
						01/19/11	833.70	

In re
 CONTESSA PREMIUM FOODS, INC.
 Debtor.

United States Bankruptcy Court
 Central District of California

Chapter 11 Case No: 2:11-bk-13454-PC

SOFA Item 3b - Payments to Creditors within 90 Days (aggregating more than \$5,850)

VENDOR NAME	ADDRESS 1	ADDRESS 2	CITY	STATE	ZIP	PAYMENT DATE	AMOUNT PAID	AMOUNT OWING
RAYMOND HANDLING SOLUTION PO BOX 3683			SANTA FE SPRING	CA	90670-3258	12/02/10	867.30	
						12/16/10	74.00	1,276.15
						12/09/10	344.00	
						11/12/10	1,046.84	
RAYMOND LEASING CORPORATION P.O. BOX 203905			HOUSTON	TX	77216-3905	12/02/10	1,672.41	
						11/12/10	4,488.18	4,488.18
						12/29/10	4,488.18	
						01/19/11	4,488.18	
						12/02/10	4,546.18	
RBM CONVEYOR SYSTEMS, INC. RDD ASSOCIATES REDD, ED	1570 WEST MISSION BLVD 930 RIVERVIEW DRIVE 1245 W.25TH STREET	SUITE 400	POMONA	CA	91766	12/02/10	22.77	1,520.05
						11/05/10	11,447.67	13,213.27
						11/30/10	3,041.32	
REESE GROUP, INC.	2820 BRANSFORD AVE		NASHVILLE	TN	37204	12/31/10	1,507.74	
						01/25/11	205.04	
REESE/JT SALES	2820 BRANSFORD AVE		NASHVILLE	TN	37204	11/23/10	487.15	430.59
						12/22/10	714.91	
REMBRANDT ENTERPRISES RETAIL MERCHANDISING SOLUTIONS RICK DEMESA	PO BOX 767 2301 ARMSTRONG STREET 1442 N. KEYSTONE ST.	1904 HIGHWAY 71 N SUITE 113	OKOBOJI	IA	51355	11/19/10	756.00	-
						12/09/10	1,506.51	-
RITCHIE MARKETING INC	3883 36TH ST. SE		GRAND RAPIDS	MI	49512	12/29/10	16.44	-
						11/12/10	21.65	-
						01/06/11	299.00	-
						11/23/10	1,528.37	4,392.14
						12/22/10	4,191.65	
						12/02/10	1,052.90	2,190.30
						01/13/11	199.00	-
						12/16/10	589.56	1,511.33
						11/12/10	814.39	
						12/09/10	994.55	
S&P OYSTER COMPANY SABERT CORPORATION	1 HOLMES ST. PO BOX 827615		MYSTIC	CT	06355	12/22/10	1,742.23	
						12/22/10	1,490.50	758.00
SAGE V FOODS, LLC	PO BOX 51915	UNIT H	LOS ANGELES	CA	90051-6215	12/09/10	9,273.60	30,746.40
						01/19/11	19,540.80	
						12/29/10	16,053.00	98,758.00
						11/12/10	16,214.00	
						12/09/10	18,378.00	
						12/22/10	18,693.00	
						11/23/10	34,608.00	
						11/19/10	50,346.00	
						12/22/10	245.84	3,870.85
						11/23/10	1,340.71	
SALESWEST	4214 WEST 8370 SOUTH		WEST JORDAN	UT	84088	11/12/10	130.00	-
						12/29/10	1,500.00	23,989.00
						12/22/10	1,977.00	
						12/09/10	2,338.00	
						11/05/10	2,661.00	
						12/02/10	3,600.00	
						12/16/10	4,293.50	
						11/05/10	4,450.00	
						11/30/10	5,214.87	
						12/31/10	1,447.29	
SANTICH, ROBERT C	891 W 8TH ST #1		SAN PEDRO	CA	90731	01/25/11	1,018.70	
						11/09/10	6,529.25	27,522.12
						12/02/10	6,964.46	
						12/09/10	12,173.01	
						11/05/10	36,831.93	
SAPUTO CHEESE USA INC	FILE 56152		LOS ANGELES	CA	90074-6152	01/12/11	42,223.87	
						11/23/10	16,230.60	136,423.36
						11/23/10	32,937.2667	448.58
						12/22/10	288.82	
						12/02/10	288.82	
SARGENTO FOODS INC. SATCOM DIRECT COMMUNICATIONS	ONE PERSNICKETY PLACE PO BOX 372667		PLYMOUTH	WI	53073	11/23/10	139.90	
						12/22/10	288.82	
SAXA PRODUCTS SCHLOSSER, KEVIN	SUITE 1, 11TH/FL #42 PO BOX 454	YINKSIAN STREET	KAOHSIUNG	TAIWAN	49660	01/24/11	70,319.00	-
						11/30/10	2,448.48	
						12/31/10	1,406.21	
						01/25/11	907.49	
						10/29/10	49,953.00	
SCOULER & COMPANY, LLC	1800 CENTURY PARK EAST	STE. 600	LOS ANGELES	CA	90067	11/01/10	52,681.50	
						11/05/10	33,447.00	
						11/12/10	44,655.55	
						11/23/10	66,408.00	
						12/03/10	21,699.00	
						12/09/10	7,065.00	
						12/14/10	39,671.83	
						12/23/10	39,739.50	
						01/06/11	500,000.00	
						01/10/11	68,802.75	
						01/18/11	65,676.08	
						01/20/11	89,367.75	
						01/25/11	69,406.25	
						01/25/11	117,971.74	
						12/02/10	1,175.00	
12/22/10	3,450.00							
SCS ENGINEERS	3900 KILROY AIRPORT WAY	SUITE 100	LONG BEACH	CA	90806	11/12/10	17,858.75	-
						12/09/10	4,539.36	1,891.40
						12/29/10	4,542.51	
SEA WATCH INTERNATIONAL, LT SECURITAS SECURITY SERVICES	P.O. BOX 631715 FILE 57220		BALTIMORE	MD	21263-1715	12/02/10	9,052.32	
						12/02/10	9,052.32	

In re
 CONTESSA PREMIUM FOODS, INC.
 Debtor.

United States Bankruptcy Court
 Central District of California

Chapter 11 Case No: 2:11-bk-13454-PC

SOFA Item 3b - Payments to Creditors within 90 Days (aggregating more than \$5,850)

VENDOR NAME	ADDRESS 1	ADDRESS 2	CITY	STATE	ZIP	PAYMENT DATE	AMOUNT PAID	AMOUNT OWING
SEENERGY FOODS, LTD.	121 JEVLAN DR.	WOODBIDGE	ONTARIO, CAN.		L4L 8A8	11/12/10	20,400.00	-
						12/22/10	20,400.00	-
SENSITECH INC.	DEPT 1157	PO BOX 61000	SAN FRANCISCO	CA	94161	12/09/10	476.83	-
						11/12/10	309.40	42,492.19
SERVICE TRANSPORT INC	PO BOX 800	4438 ENM/HURLOCK ROAD	HURLOCK	MD	21643	12/16/10	770.14	-
						11/05/10	4,587.16	-
SGS CONSUMER TESTING SERVIC	291 FAIRFIELD AVE.		FAIRFIELD	NJ	07004	12/09/10	10,470.00	-
						12/22/10	10,895.00	-
SHIQIANG FREEZING FOOD CO.,L	CHENGSI-JEN IND.DEVLOPMN	LONGHAI	XIAMEN	CHINA		12/29/10	11,215.01	-
						12/02/10	23,667.75	-
SHUN SHING POLYETHYLENE	PRINTING CO., LTD.	BLK B,15/F,GOODWILL IN	36-44 PAK TIN P		TSUEN WAI	01/12/11	30,518.33	-
						10/29/10	1,435.07	-
SILLIKER LAB. GROUP, INC.	3155 PAYSHERE CIRCLE		CHICAGO	IL	60674	11/19/10	1,701.05	-
						12/27/10	1,455.93	-
SHIQUANG FREEZING FOOD CO.,L	CHENGSI-JEN IND.DEVLOPMN	LONGHAI	XIAMEN	CHINA		11/15/10	14,760.00	27,805.00
						12/22/10	14,760.00	-
SMART & BIGGAR	55 METCALFE ST., STE 900	PO BOX 2999 STATION D	OTTAWA, CAN	CA	K1P 5Y6	12/28/10	16,175.00	92,750.40
						11/19/10	87,245.20	-
SMITH FROZEN FOODS, INC	UNIT 14	PO BOX 4500	PORTLAND	OR	97208-4500	11/23/10	4,825.49	27,608.69
						12/16/10	5,159.95	-
SOUTHERN CALIFORNIA EDISON	ACCT# 2-29-541-5384	P.O. BOX 600	ROSEMEAD	CA	91771-0001	11/19/10	7,154.42	-
						12/22/10	10,566.73	58,674.88
SOUTHWEST PROCESSORS, INC.	4120 BANDINI BOULEVARD		LOS ANGELES	CA	90023	12/09/10	6,938.90	79,274.20
						12/16/10	17,475.00	-
SPARKLETTS	PO BOX 660579		DALLAS	TX	75266-0579	11/12/10	17,966.00	-
						12/22/10	30,313.20	-
SPICE PRODUCTS CO.	PO BOX 79705	PO BOX 4181	CITY OF INDUS	CA	91716-9705	12/09/10	24,994.95	-
						01/19/11	25,272.93	-
SPRINT	ACCT #212546111		CAROL STREAM	IL	60197-4181	11/23/10	28,761.62	-
						12/29/10	150.00	443.40
SPRINT	ACCT #926483634	PO BOX 219100	KANSAS CITY	MO	64121-9100	12/02/10	1,013.50	-
						10/29/10	44.87	24.00
SSI EXPRESS	1107 ORANGE ST.		REDLANDS	CA	92374	12/29/10	45.82	-
						12/02/10	89.64	-
STANDARD PARKING	222 W. 6TH STREET	ATTN: THOMAS MILNER	SAN PEDRO	CA	90731	12/02/10	3,250.00	4,028.45
						10/29/10	35.90	36.12
STANLEY CHIA	20639 LARKSTONE	DRIVE	DIAMOND BAR	CA	91789	12/22/10	35.92	-
						10/29/10	35.92	-
STEPHENSON, DINA	54 MESQUITE		TRABUCO CAN	CA	92679	12/02/10	35.92	-
						11/09/10	890.03	1,780.06
STERLING COMMERCE,-73199	P.O. BOX 73199		CHICAGO	IL	60673	12/16/10	890.03	-
						12/09/10	465.20	6,006.28
STIR FOODS, LLC.	1581 N. MAIN ST.		ORANGE	CA	92867	12/16/10	876.48	-
						11/05/10	1,341.25	-
SUNBELT FLOORING, INC.	14251 FERN AVE.		CHINO	CA	91710	12/22/10	1,928.84	-
						11/23/10	3,316.16	-
SUPERIOR FOODS INTERNATIONAL	275 WESTGATE DRIVE		WATSONVILLE	CA	95076	10/29/10	4,946.12	-
						12/16/10	40.00	-
SUPHERB FARMS	P O BOX 45683		SAN FRANCISCO	CA	94145-0683	12/29/10	2,140.00	-
						12/02/10	2,220.00	-
SURE-FRESH PRODUCE, INC.	P O BOX 6975		SANTA MARIA	CA	93456	11/09/10	2,380.00	-
						11/19/10	77.00	-
SUPERIOR FOODS INTERNATIONAL	275 WESTGATE DRIVE		WATSONVILLE	CA	95076	11/23/10	81.04	-
						12/28/10	83.05	-
STEPHENSON, DINA	54 MESQUITE		TRABUCO CAN	CA	92679	12/09/10	703.46	-
						10/29/10	1,012.39	-
STERLING COMMERCE,-73199	P.O. BOX 73199		CHICAGO	IL	60673	01/06/11	6,217.20	-
						11/30/10	2,198.38	-
STIR FOODS, LLC.	1581 N. MAIN ST.		ORANGE	CA	92867	12/31/10	1,516.37	-
						11/12/10	649.00	1,208.48
SUNBELT FLOORING, INC.	14251 FERN AVE.		CHINO	CA	91710	12/09/10	649.00	-
						12/16/10	649.00	-
SUPERIOR FOODS INTERNATIONAL	275 WESTGATE DRIVE		WATSONVILLE	CA	95076	12/22/10	649.00	-
						12/22/10	3,580.20	44,378.20
SUPHERB FARMS	P O BOX 45683		SAN FRANCISCO	CA	94145-0683	12/02/10	10,829.35	-
						12/16/10	22,585.80	-
SURE-FRESH PRODUCE, INC.	P O BOX 6975		SANTA MARIA	CA	93456	11/12/10	25,728.68	-
						12/09/10	28,699.14	-
SUPERIOR FOODS INTERNATIONAL	275 WESTGATE DRIVE		WATSONVILLE	CA	95076	11/19/10	29,386.94	-
						12/27/10	33,398.55	-
SUPHERB FARMS	P O BOX 45683		SAN FRANCISCO	CA	94145-0683	11/19/10	64,720.90	-
						12/29/10	78,875.75	-
SURE-FRESH PRODUCE, INC.	P O BOX 6975		SANTA MARIA	CA	93456	11/05/10	82,108.83	-
						11/12/10	87,090.25	-
SUPERIOR FOODS INTERNATIONAL	275 WESTGATE DRIVE		WATSONVILLE	CA	95076	01/12/11	130,490.21	-
						01/18/11	142,164.63	-
SUPHERB FARMS	P O BOX 45683		SAN FRANCISCO	CA	94145-0683	12/09/10	81.78	187.06
						12/29/10	81.78	-
SURE-FRESH PRODUCE, INC.	P O BOX 6975		SANTA MARIA	CA	93456	12/22/10	4,045.83	107,050.12
						12/09/10	13,983.33	-
SUPERIOR FOODS INTERNATIONAL	275 WESTGATE DRIVE		WATSONVILLE	CA	95076	12/02/10	32,800.00	-
						12/22/10	1,899.75	-
SUPHERB FARMS	P O BOX 45683		SAN FRANCISCO	CA	94145-0683	12/02/10	18,766.85	-
						12/16/10	11,239.50	42,490.46
SURE-FRESH PRODUCE, INC.	P O BOX 6975		SANTA MARIA	CA	93456	11/05/10	11,300.00	-
						11/12/10	21,922.62	-

In re
 CONTESSA PREMIUM FOODS, INC.
 Debtor.

United States Bankruptcy Court
 Central District of California

Chapter 11 Case No: 2:11-bk-13454-PC

SOFA Item 3b - Payments to Creditors within 90 Days (aggregating more than \$5,850)

VENDOR NAME	ADDRESS 1	ADDRESS 2	CITY	STATE	ZIP	PAYMENT		AMOUNT OWING
						DATE	AMOUNT PAID	
SUZANNE NUZZI	2070 E WOODLYN ROAD		PASADENA	CA	91104	12/09/10	27,849.09	
						11/23/10	89.08	-
						10/29/10	289.08	-
						11/05/10	370.00	-
						01/06/11	529.39	-
SYSTEM ONE HOLDINGS, LLC	PO BOX 644722		PITTSBURGH	PA	15264	11/12/10	639.60	-
						11/19/10	1,865.50	-
						11/23/10	2,106.69	3,764.63
T.A.F. ENTERPRISES, INC.	480 NEWBURY ST., UNIT 102		DANVERS	MA	01923	11/23/10	2,106.69	
TAGLE, ERNESTO	9616 LONG MEADOW	DRIVE	TAMPA	FL	33615	11/30/10	1,514.02	
TECHNICAL WORKS	PO BOX 26470		SAN FRANCISCO	CA	94126	11/12/10	1,782.00	-
TELEPACIFIC COMM #105249	PO BOX 526015		SACRAMENTO	CA	95852-6015	01/12/11	533.51	-
TELEPACIFIC COMM #109340	PO BOX 526015		SACRAMENTO	CA	95852-6015	12/22/10	544.64	
						12/16/10	6,155.63	4,103.08
						12/29/10	6,160.37	
						11/12/10	9,333.74	
						12/09/10	160.00	1,138.00
TERMINIX PROCESSING CENTER	PO BOX 742592		CINCINNATI	OH	45274-2592	12/09/10	280.00	15,204.38
TFI RESOURCES	PO BOX 4346, DEPT. 517		HOUSTON	TX	77210-4346	12/09/10	320.00	
						12/22/10	320.00	
						12/29/10	504.00	
						12/16/10	800.00	
						11/19/10	3,086.00	
THE GOURMET EXPERIENCE	SAN DIEGO	7556 TRADE ST.	SAN DIEGO	CA	92121	12/02/10	1,650.00	-
THYSSENKRUPP ELEVATOR CORP	PO BOX 933013		ATLANTA	GA	31193-3013	12/29/10	660.00	-
TIPSNTRENDS, INC	5700 WILSHIRE BLVD, STE 475		LOS ANGELES	CA	90036	12/02/10	4,000.00	-
TNT CRUST	PO BOX 8926		GREEN BAY	WI	54308	11/19/10	29,996.28	63,069.68
						10/29/10	30,066.12	
						12/16/10	30,310.56	
						01/20/11	31,634.72	
TONIA BARRON	318 EAST LOUISE ST.	#2	LONG BEACH	CA	90805	11/12/10	191.93	-
TOPS MARKETS LLC	6592 PAYSAPHERE CIRCLE		CHICAGO	IL	60674	11/19/10	179.30	4,352.70
						11/19/10	8,457.30	
						12/16/10	10,698.30	
						12/22/10	18,000.00	
TRANSAMERICA OCCIDENTAL	LIFE INSURANCE COMPANY	P.O. BOX 30266	LOS ANGELES	CA	90030-0266	12/16/10	12,557.50	-
TRANSILWRAP COMPANY, INC.	2434 MOMENTUM PLACE		CHICAGO	IL	60689-5324	01/20/11	21,549.44	77,281.77
TRUON NU THUC NHI	22 PHAN BOI CHAU ST	WARD 7	CAMAU CITY	VIETNAM		12/09/10	9,230.10	-
TRUONG NU THUC N	22 PHAN BOI CHAU ST	WARD 7	CAMAU CITY	VIETNAM		11/05/10	12,460.20	-
TRUONG NU THUC NHI	22 PHAN BOI CHAU ST	WARD 7	CAMAU CITY	VIETNAM		01/10/11	14,490.70	-
ULINE	2200 S. LAKESIDE DRIVE		WAUKEGAN	IL	60085	11/12/10	328.52	-
UNI-SYSTEMS	848 RAINBOW BLVD. #2231		LAS VEGAS	NV	89107	11/12/10	536.32	2,023.57
UNISOURCE - LA SUPPLY SYSTEM	FILE 57006		LOS ANGELES	CA	90074-7006	12/09/10	497.10	9,987.64
						11/12/10	1,221.62	
						12/29/10	1,381.01	
						10/29/10	1,557.36	
						12/02/10	2,024.53	
						11/19/10	3,966.80	
UNITED BUILDING SERVICES	868 FOLSOM STREET		SAN FRANCISCO	CA	94107	11/19/10	85.00	170.00
						12/02/10	85.00	
UNITED PARCEL SERVICE	PO BOX 894820		LOS ANGELES	CA	90189	12/22/10	135.98	1,286.07
						10/29/10	168.42	
						11/12/10	189.98	
						11/05/10	220.67	
						12/29/10	227.34	
						12/09/10	234.31	
						11/19/10	264.60	
						01/19/11	581.77	
						12/02/10	595.47	
UNITED RENTALS	LOCATION #502	9606 EAST FIRESTONE BL	DOWNEY	CA	90241	12/22/10	55.86	627.57
UNITED STANDARD PALLET	PO BOX 632		WHITTIER	CA	90608	12/09/10	1,990.00	2,231.50
						12/16/10	4,641.75	
						01/17/11	4,862.50	
						11/05/10	5,170.00	
						11/23/10	5,579.00	
						12/02/10	5,635.25	
UNIVERSAL WEATHER & AVIATIC	PO BOX 201033		HOUSTON	TX	77216-1033	12/16/10	991.92	1,073.79
						11/05/10	33,045.25	
US FISH AND WILDLIFE SERVICE	PO BOX 9		SHERWOOD	OR	97140	11/19/10	100.00	-
US POSTAL SERVICE	BULK MAIL ROOM	839 BEACON ST	SAN PEDRO	CA	90731-9998	12/22/10	176.00	-
						10/29/10	320.00	
USDA FOOD SAFETY & INSPECTIC SERVICE (FSIS)		PO BOX 979001	ST. LOUIS	MO	63197-9000	10/29/10	132.59	-
						12/16/10	176.79	
						12/09/10	220.99	
						11/12/10	292.40	
VACT, INC.	10699 HICKSON ST., UNIT 24		EL MONTE	CA	91731	12/02/10	559.68	-
VALASSIS	PO BOX 3245		BOSTON	MA	22413-3245	12/09/10	10,527.48	46,158.90
						12/22/10	10,527.49	
VALLEY TRUCKING CO.	4550 COFFEE PORT ROAD		BROWNSVILLE	TX	78521	01/19/11	2,189.53	71,379.65
						12/22/10	4,692.42	
						12/09/10	4,986.45	
						11/19/10	5,487.97	
						12/29/10	5,745.77	
						12/16/10	15,213.50	
						11/05/10	21,458.36	
VAN DRUNEN FARMS	PO BOX 92170		ELK GROVE VII IL	IL	60009	11/12/10	6,633.30	-
VECTOR-MASSPORT	PO BOX 786231		PHILADELPHIA	PA	19178-6231	12/22/10	72.08	-
VERIZON	ACCT#732 240 0151 466 88Y	PO BOX 4830	TRENTON	NJ	86504-4830	12/22/10	37.58	-

In re
 CONTESSA PREMIUM FOODS, INC.
 Debtor.

United States Bankruptcy Court
 Central District of California

Chapter 11 Case No: 2:11-bk-13454-PC

SOFA Item 3b - Payments to Creditors within 90 Days (aggregating more than \$5,850)

VENDOR NAME	ADDRESS 1	ADDRESS 2	CITY	STATE	ZIP	PAYMENT DATE	AMOUNT PAID	AMOUNT OWING
						10/29/10	38.14	
						11/19/10	39.17	
						01/12/11	40.13	
VERIZON	ACCT#401 539 4256 350 005 6	PO BOX 1100	ALBANY	NY	12250-0001	11/19/10	88.67	147.18
						12/22/10	88.67	
						10/29/10	88.88	
VERIZON	ACCT #: 201 224-7000 297 16Y	PO BOX 4833	TRENTON	NJ	86504-4833	11/12/10	153.50	24.79
						12/22/10	153.68	
						01/12/11	153.80	
						10/29/10	156.17	
VERIZON CALIFORNIA	ACCT#01 1441 1218084901 04	PO BOX 920041	DALLAS	TX	75392	10/29/10	60.67	67.88
						12/22/10	61.18	
						11/19/10	62.85	
VERIZON COMMUNICATIONS	ACCT: 1143795122	PO BOX 920041	DALLAS	TX	75392-0041	12/02/10	30.35	214.98
						10/29/10	214.98	
						12/29/10	214.98	
						11/12/10	329.83	
VERIZON FLORIDA INC.	ACCT# 151415064500643310	PO BOX 920041	DALLAS	TX	75392-0041	12/29/10	98.17	94.42
						10/29/10	99.01	
						12/02/10	102.63	
VERIZON WIRELESS	ACCT#470148549-00001	PO BOX 660108	DALLAS	TX	75266-0108	12/22/10	80.32	80.78
						10/29/10	85.83	
						11/19/10	85.83	
VERSACOLD ANAHEIM	PO BOX 894545		LOS ANGELES	CA	90189-4545	12/09/10	572.31	896.79
						12/22/10	1,133.68	
						11/12/10	1,912.77	
						12/29/10	2,432.09	
						01/19/11	3,389.74	
						12/16/10	9,913.51	
VICTORY MEDIA	PO BOX 26		SEWICKLEY	PA	15143	12/02/10	5,122.00	-
						12/22/10	5,122.00	
VIMPEX INTERNATIONAL CORP.	3197 AIRPORT LOOP DR., BLDG		COSTA MESA	CA	92626-3412	12/09/10	27,021.50	27,620.75
						12/16/10	73,112.50	
VIP LIMOUSINE & COACHES, INC	420 W. CENTRAL AVE		SANTA ANA	CA	92707	11/05/10	301.50	-
						12/22/10	329.50	
VIRTUAL GRAFFITI, INC.	9979 MUIRLANDS BLVD.		IRVINE	CA	92618	12/29/10	239.25	757.99
						12/22/10	576.38	
VISION SERVICE PLAN-(CA)	PO BOX 45210		SAN FRANCISCO	CA	94145-5210	12/09/10	1,214.56	-
						11/09/10	1,373.26	
						01/12/11	1,546.83	
WA STATE D.O.R	PO BOX 34053		SEATTLE	WAS	98124	12/14/10	1,206.57	-
WA STATE D.O.R.	PO BOX 34053		SEATTLE	WAS	98124	01/13/11	419.54	-
WA STATE EXCISE TAX	PO BOX 34053		SEATTLE	WAS	98124	11/12/10	1,386.56	-
WALTERS WHOLESALE ELECTRIC	PO BOX 91929		LONG BEACH	CA	90809	12/29/10	34.91	783.34
						12/02/10	216.36	
WASTE MANAGEMENT	COMPTON HAULING	PO BOX 78251	PHOENIX	AZ	85062-8251	12/02/10	746.20	1,134.68
						12/22/10	907.39	
WELLS FARGO BANK	333 SOUTH GRAND AVE,		LOS ANGELES	CA	90071	11/01/10	131,340.28	17,050,000.00
						11/04/10	30,000.00	
						11/04/10	10,000.00	
						11/05/10	3,375.00	
						11/12/10	4,066.48	
						11/15/10	84,314.53	
						12/01/10	99,984.37	
						12/08/10	200,000.00	
	PO BOX 34053		SEATTLE	WAS	98124	12/08/10	500.00	Undetermined
						12/08/10	25.00	
						12/13/10	3,822.92	
						12/15/10	84,314.53	
						12/22/10	25.00	
						01/03/11	100,818.75	
						01/11/11	3,773.77	
						01/24/11	500.00	
						01/24/11	40.00	
						01/25/11	511.11	
WELLS FARGO BANK	333 SOUTH GRAND AVE,		LOS ANGELES	CA	90071	10/15/10	250,000.00	-
						12/15/10	450,000.00	
						01/06/11	250,000.00	
WENG JUI-CHIN	151/3 MU 3. TAMBON KLAENG		AMPHOR MUANRAYON	THAILAND		11/03/10	10,000.00	-
WEST PAYMENT CENTER	ACCT# 1000639220	PO BOX 6292	CAROL STREAM	IL	60197	12/22/10	516.48	2,121.20
						12/29/10	516.48	
						12/02/10	1,300.32	
WESTERN SPECIALTY SALES, INC	3350 E. BIRCH STREET #150		BREA	CA	92821	12/22/10	2,435.62	2,543.21
						12/09/10	3,813.25	
WFEI	PO BOX 8694		REDLANDS	CA	92375-1894	01/18/11	84,314.53	-
WHITE, MARIA	4016 MIRALESTE DRIVE		RANCHO P.V.	CA	90275	11/30/10	1,824.42	
						11/30/10	520.86	
						12/31/10	1,881.19	
						01/25/11	1,317.36	
WILLIAMS CLARKE COMPANY, IN	603 N FRIES AVE	PO BOX 785	WILMINGTON	CA	90748	12/09/10	145.00	791.00
						12/22/10	160.00	
						12/16/10	638.00	
						11/05/10	640.00	
						01/19/11	1,009.00	
WORLDWIDE FOOD SALES, INC.	1891 N. GAFFEY ST.	SUITE 240	SAN PEDRO	CA	90731	11/19/10	16,665.75	-
						11/23/10	16,712.00	

In re
 CONTESSA PREMIUM FOODS, INC.
 Debtor.

United States Bankruptcy Court
 Central District of California

Chapter 11 Case No: 2:11-bk-13454-PC

SOFA Item 3b - Payments to Creditors within 90 Days (aggregating more than \$5,850)

VENDOR NAME	ADDRESS 1	ADDRESS 2	CITY	STATE	ZIP	PAYMENT	AMOUNT PAID	AMOUNT OWING
						DATE		
						12/09/10	16,712.00	
						12/22/10	16,712.00	
						10/29/10	113,888.50	
XEROX CORPORATION	PO BOX 7413		PASADENA	CA	91109-7413	12/16/10	1,623.94	8,792.09
						12/17/10	3,073.93	
						10/29/10	4,585.52	
						11/09/10	4,688.72	
XIAN-NING SEAFOOD CO., LTD.	254 MU 7 TAMBON BANLAM	AMPHOR BANLAM - PHET 76110 THAILAN				01/21/11	123,250.00	-
						11/30/10	241,186.00	
						11/15/10	373,137.74	
YEENIN FROZEN FOODS CO LTD	RASA TOWER 16TH FLOOR	555 PHAHOLYOTHIN ROA CHATUCHARK		BANGKOK		11/15/10	447,955.20	409,711.45
						11/15/10	559,319.15	
						11/30/10	580,655.80	
						11/19/10	595,011.56	
						12/22/10	1,137,393.40	
						01/03/11	598,615.20	
						01/07/11	590,565.60	
						01/11/11	678,177.45	
						01/21/11	531,256.10	
						01/24/11	606,213.25	
ZHANGZHOU FORTUNE FOODS CC2 SHENTIAN ROAD			FUJIAN	CHINA		11/15/10	44,863.90	-
						12/22/10	61,461.50	
						TOTAL	\$34,456,341.34	

EXHIBIT F – SCHEDULE OF RETAINED CAUSES OF ACTION

SCHEDULE OF RETAINED CAUSES OF ACTION

The Debtor expressly retains all Causes of Action against the following Persons pursuant to Article VII.B of the Disclosure Statement and Article VI.B of the Plan:

- 1) City Sea Foods Inc. and all affiliates.
- 2) Donald Kanner
- 3) Louis S. Wang.
- 4) Gregory J. Morrow
- 5) Weis Markets, Inc.
- 6) Wells Fargo Bank Northwest, National Association
- 7) Donald Steier
- 8) Camau Frozen Seafood Processing Import Export Corporation aka Camimex Corp.
- 9) All of the Debtor's claims and Causes of Action under chapter 5 of the Bankruptcy Code against any Person (except as expressly provided otherwise in the Plan).
- 10) All of the Debtor's claims and Causes of Action in the suits, administrative proceedings, and other actions listed in Item #4 of the Debtor's Statement of Financial Affairs filed with the Bankruptcy Court (as amended).
- 11) All of the Debtor's claims and Causes of Action against any Person that is not expressly released under the Plan.

NOTE: When using this form to indicate service of a proposed order, **DO NOT** list any person or entity in Category I. Proposed orders do not generate an NEF because only orders that have been entered are placed on the CM/ECF docket.

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:
10100 Santa Monica Boulevard, 11th Floor, Los Angeles, CA 90067

A true and correct copy of the foregoing document *SECOND AMENDED DISCLOSURE STATEMENT DESCRIBING DEBTOR'S CHAPTER 11 PLAN OF LIQUIDATION (DATED NOVEMBER 3, 2011)* 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 indicated below:

I. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING ("NEF") – Pursuant to controlling General Order(s) and Local Bankruptcy Rule(s) ("LBR"), the foregoing document will be served by the court via NEF and hyperlink to the document. On **November 4, 2011** I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following person(s) are on the Electronic Mail Notice List to receive NEF transmission at the email address(es) indicated below:

Service information continued on attached page

II. SERVED BY U.S. MAIL OR OVERNIGHT MAIL(indicate method for each person or entity served):

On _____ I served the following person(s) and/or entity(ies) at the last known address(es) 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/or with an overnight mail service 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.

Service information continued on attached page

III. SERVED BY PERSONAL DELIVERY, FACSIMILE TRANSMISSION OR EMAIL (indicate method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on **November 4, 2011** I served the following person(s) and/or entity(ies) by personal delivery, 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 the judge will be completed no later than 24 hours after the document is filed.

By Personal Delivery

Honorable Peter H. Carroll, United States Bankruptcy Judge
United States Bankruptcy Court - Central District of California
Edward R. Roybal Federal Building and Courthouse
255 E. Temple Street, Bin outside of Suite 1534
Los Angeles, CA 90012

Service information continued on attached page

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

November 4, 2011
Date

Myra Kulick
Type Name

/s/ Myra Kulick
Signature

I. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING ("NEF")

Allison R Axenrod on behalf of Creditor Claims Recovery
Group LLC
allison@claimsrecoveryllc.com

Ronald Clifford on behalf of Creditor Packaging Corporation
of America
rclifford@blakeleyp.com

Bradley L Cornell on behalf of Creditor Superior Foods
International LLC
bcornell@cornell-lawfirm.com

Brian L Davidoff on behalf of Interested Party Blazevich, John
Z.
bdavidoff@rutterhobbs.com,
calendar@rutterhobbs.com;jreinglass@rutterhobbs.com

Jeffrey W Dulberg on behalf of Attorney ----- Pachulski Stang
Etal
jdulberg@pszjlaw.com

Kristin Knox Esche on behalf of Creditor Farm Credit
Services of Mid-America
kristinknoxesche@dwt.com, lisahernandez@dwt.com

M Douglas Flahaut on behalf of Creditor Committee The
Official Committee of Unsecured Creditors
flahaut.douglas@arentfox.com

Jeffrey B Gardner on behalf of Interested Party Courtesy NEF
Jeff.Gardner@sbgk.com, mary.do@sbgk.com

Matthew A Gold on behalf of Creditor Argo Partners
courts@argopartners.net

Jeffrey M Goldman on behalf of Creditor Jenny Craig, Inc.
goldmanj@pepperlaw.com

Richard H Golubow on behalf of Creditor Louis Wang
rgolubow@winthropcouchot.com,
pj@winthropcouchot.com;vcorbin@winthropcouchot.com

Jeffrey S Goodfried on behalf of Creditor Boardman Foods,
Inc.
jgoodfried@perkinscoie.com

Jay W Hurst on behalf of Creditor Texas Comptroller of
Public Accounts
jay.hurst@oag.state.tx.us, sherri.simpson@oag.state.tx.us

Peter L Isola on behalf of Creditor Farm Credit Services of
Mid-America
peterisola@dwt.com

John H Kim on behalf of Interested Party Courtesy NEF
jkim@cookseylaw.com

Andy Kong on behalf of Creditor Committee The Official

Committee of Unsecured Creditors
Kong.Andy@ArentFox.com

Maya Krish on behalf of Creditor Fair Liquidity Partners,
LLC
mkrish@cactuscollect.com

Mette H Kurth on behalf of Creditor Committee The Official
Committee of Unsecured Creditors
kurth.mette@arentfox.com

Katie A Lane on behalf of Attorney Arent Fox LLP
lane.katie@arentfox.com

Kenneth G Lau on behalf of U.S. Trustee United States
Trustee (LA)
kenneth.g.lau@usdoj.gov

Elan S Levey on behalf of Interested Party U.S. Department of
Agriculture
elan.levey@usdoj.gov, louis.lin@usdoj.gov

Craig A Loren on behalf of Creditor Debt Acquisition Group,
LLC
aloren@debtacquisitiongroup.com,
bschwab@debtacquisitiongroup.com;jsarachek@debtacquisiti
ongroup.com

Nicole S Magaline on behalf of Interested Party U.S.
Foodservice, Inc.
nmagaline@schiffhardin.com

Scotta E McFarland on behalf of Attorney ----- Pachulski
Stang Etal
smcfarland@pszjlaw.com, smcfarland@pszjlaw.com

Frank F McGinn on behalf of Interested Party Courtesy NEF
ffm@bostonbusinesslaw.com

Lawrence H Meuers on behalf of Creditor Agroindustria
Legumex, S.A.
lmeuers@meuerslawfirm.com,
sdefalco@meuerslawfirm.com;nbucciarelli@meuerslawfirm.c
om;lcastle@meuerslawfirm.com

Queenie K Ng on behalf of U.S. Trustee United States Trustee
(LA)
queenie.k.ng@usdoj.gov

Aram Ordubegian on behalf of Creditor Committee The
Official Committee of Unsecured Creditors
ordubegian.aram@arentfox.com

Bertrand Pan on behalf of Creditor Dedeaux Properties, LLC
bertrand.pan@dlapiper.com

David M Poitras on behalf of Interested Party Courtesy NEF
dpoitras@jmbm.com

*Jeffrey N Pomerantz on behalf of Interested Party Courtesy
NEF
jpomerantz@pszjlaw.com*

*Kurt Ramlo on behalf of Creditor DART Warehouse
Corporation
kurt.ramlo@dlapiper.com, evelyn.rodriguez@dlapiper.com*

*Christopher O Rivas on behalf of Creditor Sargento Foods
Inc.
crivas@reedsmith.com*

*Katherine A Traxler on behalf of Creditor Wells Fargo Bank,
N.A. and Wells Fargo Bank Northwest, N.A.
katietraxler@paulhastings.com*

*United States Trustee (LA)
ustpreion16.la.ecf@usdoj.gov*

*Elizabeth Weller on behalf of Creditor Tarrant County
dallas.bankruptcy@publicans.com*

*Marc J Winthrop on behalf of Creditor Louis Wang
mwinthrop@winthropcouchot.com,
pj@winthropcouchot.com;vcorbin@winthropcouchot.com*

*Craig A Wolfe on behalf of Debtor Contessa Liquidating Co.,
Inc.
kdwbankruptcydepartment@kelleydrye.com*