

EXHIBIT C

**UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF LOUISIANA
LAFAYETTE DIVISION**

IN RE:

**PICCADILLY RESTAURANTS, LLC,
ET.AL.,**

DEBTORS

* CASE NO. 12-51127
*
* (JOINT ADMINISTRATION)¹
*
* CHAPTER 11
*
* JUDGE ROBERT SUMMERHAYS

**AFFIDAVIT AND DISCLOSURE STATEMENT OF
R. PATRICK VANCE ON BEHALF OF JONES, WALKER, WAECHTER,
POITEVENT, CARRÈRE & DENÈGRE, L.L.P. PURSUANT TO BANKRUPTCY CODE
§§ 329 AND 504 AND BANKRUPTCY RULES 2014(a) AND 2016(b)**

**STATE OF LOUISIANA
PARISH OF ORLEANS**

BEFORE ME, the undersigned notary public, personally came and appeared

R. PATRICK VANCE

who, after being duly sworn, did aver and state that:

1. My name is R. Patrick Vance, and I am over the age of 21 and competent and authorized to make this Affidavit. I have personal knowledge of the facts set forth herein.
2. I am a partner and an authorized representative of the law firm of Jones, Walker, Waechter, Poitevent, Carrère & Denègre, L.L.P. ("Jones Walker") in the firm's New Orleans office, located at 201 St. Charles Avenue, 49th Floor, New Orleans, Louisiana 70170-5100. Piccadilly has requested that Jones Walker represent them in the above-captioned chapter 11 bankruptcy cases (the "Cases") filed on September 11, 2012 (the "Petition Date"). This affidavit is submitted in

¹ Joint administration requested with *In re Piccadilly Food Service, LLC*, 12-51128 (Bankr. W.D. La. 2012), and *In re Piccadilly Investments, LLC*, 12-51129 (Bankr. W.D. La. 2012).

connection with Piccadilly's application requesting authority to employ Jones Walker as bankruptcy counsel ("Application");


3. To the extent that any information disclosed herein requires amendment or modification upon completion of further analysis, or as additional information becomes available to Jones Walker, a supplemental affidavit will be submitted to the court reflecting same;
4. I am an attorney who has been licensed to practice law in the State of Louisiana since 1975, and I am admitted to practice before the United States Bankruptcy Court for the Western District of Louisiana;
5. Jones Walker has never represented Piccadilly Investments, LLC or Piccadilly Food Services, LLC;
6. Jones Walker was first retained by Piccadilly on September 19, 2012, to represent it with respect to the Cases. Before the Cases were filed, Jones Walker only represented Piccadilly Restaurants, LLC ("Restaurants") with regard to intellectual property issues. Since January 1, 2012, Restaurants has paid Jones Walker \$37,120.50 in attorneys' fees and expenses in the ordinary course of business;
7. As of the Petition Date, Jones Walker had unpaid bills for services rendered to Restaurants in the aggregate amount of \$290.50, and additional unbilled time and expenses in the amount of \$3,227.10;
8. Jones Walker has agreed to waive both the outstanding billed and unbilled time and expenses as part of this Application;
9. No promises have been received by Jones Walker or any of its members or associates as to payment or compensation in connection with these Cases, other than in accordance with the provisions of the Bankruptcy Code, and Jones Walker has no agreement with any entity to share compensation received by the debtors or by such entity;
10. Neither Jones Walker nor I hold or represent an interest materially adverse to the Debtors or the bankruptcy estates;
11. Neither Jones Walker nor I are equity-security holders or insiders of the Debtors;
12. Jones Walker does not currently represent any party-in-interest in these Cases, based on the List of 30 Largest Unsecured Creditors, the equity security holders of the Debtors, and the sole secured creditor of the Debtors, and I will continue to review the list of creditors and make further disclosures as needed;
13. To the best of my knowledge and belief, I believe that Jones Walker is disinterested and it does not hold or represent an interest adverse to the estate;
14. Neither Jones Walker nor I were, within two years before the Petition Date, a director, officer, or employee of Debtors;

15. The Debtors' former bankruptcy counsel in the Cases was the law firm of Gordon, Arata, McCollam, Duplantis & Eagan, LLC ("Gordon Arata"). Gordon Arata's application to be retained in these Cases (Docket #14) recites that it was paid a retainer in the amount of \$200,000 (the "Retainer"), which was designed to secure the payment of services performed and reimbursement of expenses incurred by Gordon Arata and its lawyers for services rendered on and after the Petition Date. Any fees for services and amounts for reimbursement of expenses will be applied for as compensation under Bankruptcy Code §§ 327 and 330 prior to application of any retainer funds, or, in the event of entry of an order by this Court governing procedures for interim payment of fees and reimbursement of expenses, the Debtors shall comply with such an order;
16. After Gordon Arata's fees and expenses are approved by this Court and paid from the Retainer, Jones Walker's sole expectation for a retainer is that the remaining amount of the Retainer shall be transferred to Jones Walker to be held as Jones Walker's Retainer, under the same conditions as when it was held by Gordon Arata, as explained in its Application to be Employed (Docket #14). That is, Jones Walker will draw against monies held in trust for post-petition services provided to Debtors after application to, and approval by, this Court pursuant to the United States Bankruptcy Code and the Federal Rules of Bankruptcy Procedure, or in compliance with any procedure orders as may be entered by this court; and
17. I have read the Application and, to the best of my knowledge, information, and belief, the Application is true and correct.



R. PATRICK VANCE

SWORN TO AND SUBSCRIBED before me, notary public, on this 21st day of September, 2012.



NOTARY PUBLIC
La. Bar No. 05863
La. Notary No. 05863
My Commission is for Life