

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF LOUISIANA
LAFAYETTE DIVISION

IN RE:

PICCADILLY RESTAURANTS, LLC, *et al.*,

DEBTORS

CASE NO. 12-51127

(JOINT ADMINISTRATION REQUESTED)¹

CHAPTER 11

JUDGE ROBERT SUMMERHAYS

**AFFIDAVIT AND DISCLOSURE STATEMENT OF LOUIS M. PHILLIPS ON BEHALF
OF GORDON ARATA MCCOLLAM DUPLANTIS & EAGAN, LLC
PURSUANT TO BANKRUPTCY CODE §§ 329 AND 504 AND
BANKRUPTCY RULES 2014(a) AND 2016(b)**

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

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

LOUIS M. PHILLIPS,

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

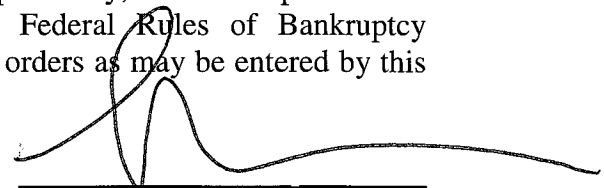
1. “My name is Louis M. Phillips, and I am over the age of 21 and competent and authorized to make this Affidavit. I have personal knowledge of the facts set forth herein. To the extent that any information disclosed herein requires amendment or modification upon Gordon Arata’s completion of further analysis or as additional information becomes available to Gordon Arata, a supplemental affidavit will be submitted to the Court reflecting same;
2. I am an attorney who has been licensed to practice law in the State of Louisiana since 1980 and I am admitted to practice before the United States Bankruptcy Court for the Western District of Louisiana;
3. I am a partner and an authorized representative of the law firm of Gordon, Arata,

¹ Joint administration requested with *In re Piccadilly Food Service, LLC*, 12-51128 (Bankr. W.D. La.) and *In re Piccadilly Investments, LLC*, 12-51129 (Bankr. W.D. La.). Piccadilly Food Service, LLC (“Food Service”) and Piccadilly Restaurants, LLC (“Restaurants”) shall be referred to jointly as “Piccadilly.” Piccadilly Investments, LLC shall be referred to as “Investments.”

McCollam, Duplantis & Eagan, LLC ("Gordon Arata") in the firm's Baton Rouge office, located at One American Place, 301 Main Street, Suite 1600, Baton Rouge, LA 70801-1916. Piccadilly has requested that Gordon Arata represent them in the captioned chapter 11 bankruptcy cases (the "Cases") filed on April [], 2012 (the "Petition Date"). This affidavit is submitted in connection with the Piccadilly's application requesting authority to employ Gordon Arata as general counsel ("Application");

4. Gordon Arata was first retained by Piccadilly in June 2009 to represent it with respect to general corporate matters. This role expanded to include services rendered in connection with the preparation for, and commencement and prosecution of, these Cases. Immediately prior to filing these bankruptcy cases Investments determined to retain Gordon Arata to represent it as chapter 11 debtor. Food Service is a wholly owned subsidiary of Restaurants and is the entity through which the food service contract business operates. Investments is the sole member of Restaurants. Restaurants and Food Service are alleged to be joint obligors under various loan and credit agreements and security agreements now held by Atalaya Administrative LLC as administrative agent for the lenders. Investments is alleged to be a guarantor of the indebtedness of Restaurants and Food Service and to be obligor under security agreements. Therefore the Debtors are affiliates, and, as a result of the alleged loan, security and guaranty agreements could hold contingent claims amongst themselves. Gordon Arata knows of no loans among the companies. The business operations of Restaurants and Food Service are interrelated as regards the performance of food service contracts and there may be overhead allocation among the companies. The interrelationships, to Gordon Arata, do not present actual conflicts of give rise to a lack of disinterestedness.
5. In the 18 months prior to the Petition Date, the Debtors paid Gordon Arata approximately \$593,336.35 in the ordinary course of business in compensation for fees and reimbursement of expenses incurred in the provision of all legal services rendered, to include services rendered in contemplation of, or in connection with, these bankruptcy cases through September 9, 2012 (excepting a small amount of non-finalized time);
6. No promises have been received by Gordon Arata 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. Gordon Arata has no agreement with any entity to share compensation received by the Debtors or by such entity.
7. Neither Gordon Arata nor I hold or represent an interest materially adverse to Piccadilly or the bankruptcy estates;
8. Neither Gordon Arata nor I are equity security holders or insiders of Piccadilly Restaurants, LLC or of Piccadilly Food Services, LLC;

9. Gordon Arata currently represents the following party(ies)-in-interest in matters unrelated to the above referenced bankruptcy case: None.
10. To the best of my knowledge and belief, none of the above-referenced representations of the entity(ies) mentioned present conflicts of interest, and I believe Gordon Arata to be disinterested and that it does not hold or represent an interest adverse to the estate.
11. Neither Gordon Arata nor I were, within two years before the date of the filing of the petition in the above-captioned bankruptcy case, a director, officer, or employee of Debtors;
12. I have read the Application and, to the best of my knowledge, information, and belief, the Application is true and correct;
13. Gordon Arata has been paid through the day prior to the petition date and as of the petition date is current on all billings. Gordon Arata has received a retainer in the amount of \$200,000, which is to be used as security for payment (i) of fees and expenses incurred after September 9, 2012 (and some unfinalized time for September 9, 2012), and (ii) fees and expenses incurred on and after filing of the bankruptcy cases;
14. Gordon Arata has received from Restaurants and/or Food Service the aggregate amount of \$593,336.35, within the 18 months before the petition date, and has received no payment of fees or reimbursement of expenses from Investments;
15. Gordon Arata shall 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.



LOUIS M. PHILLIPS

SWORN TO AND SUBSCRIBED before me, notary public, on

September 11, 2012



RYAN J. RICHMOND, NOTARY PUBLIC

La. Bar No. 30688

La. Notary No. 85886

My Commission is for Life