

**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**

**DEBTORS' APPLICATION FOR ORDER AUTHORIZING THE RETENTION AND
EMPLOYMENT OF BMC GROUP, INC. AS CLAIMS AGENT, NOTICING AGENT
AND BALLOTING AGENT, PURSUANT TO BANKRUPTCY CODE SECTION 327(a)
AND BANKRUPTCY RULE 2002, NUNC PRO TUNC TO OCTOBER 10, 2012**

NOW INTO COURT, through undersigned counsel, come the debtors and debtors-in-possession (collectively, the "Debtors"),² who submit this Application (the "Application") for Order Authorizing the Authorizing the Retention and Employment of BMC Group, Inc. as Claims Agent, Noticing Agent and Balloting Agent, Pursuant to Section 327(a) of Title 11 of the United States Code (the "Bankruptcy Code") and Rule 2002 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), *Nunc Pro Tunc* to October 10, 2012. In support of this Application, the Debtors respectfully represent as follows:

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).

² The debtors in these Chapter 11 cases include Piccadilly Restaurants, LLC, Piccadilly Food Service, LLC, and Piccadilly Investments, LLC.

BACKGROUND AND JURISDICTION

1. This Court has jurisdiction over this Motion under 28 U.S.C. § 1334. Venue is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409. This is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2).

2. On September 11, 2012 (the "Petition Date"), the Debtors filed for relief under Chapter 11 of the Bankruptcy Code. The Debtors are operating their businesses and managing their properties as debtors-in-possession pursuant to Bankruptcy Code §§ 1107 and 1108. No trustee or examiner has been appointed, and no official committee of creditors or equity-interest holders has been established in the cases.

3. The Debtors are jointly administrated pursuant to Bankruptcy Code § 105(a) and Bankruptcy Rule 1015(b).

RELIEF SOUGHT IN THIS MOTION

4. By this Motion, the Debtors respectfully request an order approving the employment and retention of BMC Group, Inc. (the "Agent") as Claims Agent in these procedurally consolidated cases (collectively, the "Chapter 11 Case"), pursuant to the Agreement for Services between the Claims Agent and the Debtors, dated October 10, 2012, a copy of which is annexed hereto as Exhibit A, and includes the Agent's Fee Schedule (the "Services Agreement").

5. The Agent has stated its desire and willingness to act as Claims Agent for the Debtors. To the best of the Agent's knowledge, and as set forth in the Declaration of Tinamarie Feil ("Declaration"), attached as Exhibit B, the Agent, its members, counsel and associates: (a) do not represent or hold any adverse interest to the Debtors or their estates related to the matter

for which the Agent are seeking to be employed; and (b) do not have any connections with the Debtors, the creditors, or any other party in interest or their respective attorneys and accountants or the United States Trustee for the Western District of Louisiana, other than as set forth in the Declaration.

THE RETENTION OF THE AGENT IS CONSISTENT WITH THE BANKRUPTCY CODE AND IS IN THE BEST INTEREST OF THE DEBTORS AND THE ESTATES

6. The Debtors hereby seek the entry of an order (a) appointing the Agent to perform certain claims, noticing and, as necessary, the balloting functions in this Chapter 11 Case, and (b) authorizing the Debtors to compensate the Agent for its services and reimburse it for any related expenses in accordance with applicable provisions of the Services Agreement.

7. The Agent is a data processing firm that specializes in, among other things, bankruptcy administration, including noticing, claims processing, solicitation, ballot tabulation and other administrative tasks in Chapter 11 cases. The Debtors believe that the Agent's assistance will expedite service of notices, streamline the claims administration and reconciliation process and permit the Debtors to focus efficiently on its reorganization efforts. The Debtors believe that the Agent is well qualified to provide its services. The Agent has provided identical or substantially similar services in other Chapter 11 cases in a variety of jurisdictions, including among others: *Cano Petroleum, Inc.*, Case No. 12-31549-11 (Jointly Administered) (Bankr. N.D. Tex.); *GameTech International*, Case No. 12-11964 (PJW) (Bankr. D. Del.); and *CCHG Liquidation Co.*, Case No. 12-01220 (Bankr. D.S.C.).

8. Additionally, the Agent was selected from a field of five similarly situated consulting firms. Counsel for the Debtors solicited proposals from these firms detailing the nature, extent and pricing of the services that each could provide. After an additional, second

round of proposals, the Debtors selected the Agent for its wide array of services, competitive pricing and familiarity with the Debtors' operations through its participation in the Debtors previous restructuring. Details of the Agent's past work with Debtors are disclosed in the attached Declaration. Accordingly, the Debtors believe that the Agent is the best choice to provide the services described below, and the Agent's retention would be in the best interest of the estates.

9. Pursuant to the Services Agreement, at the request of this Court, the Debtors or the Clerk's Office of this Court, the Agent may provide the following services, listed non-exclusively:

- (a) prepare, serve or publish notices or other pleadings in the Chapter 11 Case;
- (b) maintain copies of all proofs of claim and proofs of interest filed in the bankruptcy cases;
- (c) assist the Debtors' counsel with the administrative management, reconciliation and resolution of claims in the Chapter 11 Case;
- (d) if requested by the Court, create and maintain the official claims register(s) in the Chapter 11 Case;
- (e) receive and record all transfers of claims pursuant to Bankruptcy Rule 3001(e) in the Chapter 11 Case;
- (f) maintain an up-to-date mailing list for all entities who have filed proofs of claim and/or requests for notices in the Chapter 11 Case;
- (g) print, mail and tabulate ballots for purposes of plan voting in the Chapter 11 Case;

- (h) assist with the preparation and maintenance of the Debtors' Schedules of Assets and Liabilities, Statements of Financial Affairs and other master lists and databases of creditors, assets and liabilities in the Chapter 11 Case;
- (i) assist with the production of reports, exhibits and schedules of information or use by the Debtors, its counsel, or to be delivered to the Court, the Clerk's Office, the U.S. Trustee or third parties in the Chapter 11 Case;
- (j) provide other technical and document management services of a similar nature requested by the Debtors, its counsel, or in the Clerk's office;
- (k) facilitate or perform distributions, as and to the extent approved by the Court; and
- (l) assist the Debtors and its counsel with all analyses and/or collections of avoidance actions pursuant to Chapter 5 of the United States Bankruptcy Code.

10. The amounts paid to the Agent in connection with this appointment will not exceed the amounts set forth in the Services Agreement. The Debtors believe that the compensation to be paid to the Agent pursuant to the Services Agreement is fair and reasonable and is competitive and comparable to or below the rates charged by its competitors for similar services.

11. The Debtors propose that the cost of the Agent's services beginning October 10, 2012, be paid from the Debtors' estates. The Debtors believe that the proposed rates to be charged are reasonable and appropriate for the services of this nature.

12. The Debtors requests that the fees and expenses that the Agent incurs in the performance of services with the Debtors be treated as an administrative expense of the estate

and be paid by the Debtors in the ordinary course of business without further application to the Court.

13. To the best of the Debtors' knowledge and based upon the attached Declaration, the Agent is a "disinterested person" as that term is defined in Bankruptcy Code § 101(14), as modified by Bankruptcy Code § 1107(b). The Debtors do not owe the Agent any amount for services performed.

14. To the best of the Debtors' knowledge and based upon the Declaration, the Agent does not hold or represent an interest adverse to the estate that would impair its ability to objectively perform services for the Debtors, in accordance with Bankruptcy Code § 327.

15. To the best of the Debtors' knowledge and based upon the Declaration, the Agent's connections with the Debtors' creditors, other parties in interest, or their respective attorneys, are disclosed in the Declaration, attached as Exhibit B.

NOTICE

16. Notice of this Application has been given to all parties in interest listed on the Special Service List, including but not limited: (a) the secured creditor, through Atalaya Administrative, LLC, and its counsel of record, Brent R. McIlwain and David F. Waguespack, (b) the thirty (30) largest unsecured creditors, the identity of which may be amended from time to time, (c) the twenty (20) additional random unsecured creditors, (d) all parties who have requested special notice pursuant to Bankruptcy Rule 2002, (e) the Unsecured Creditor Committee, if appointed, or its counsel if one has been retained, and (f) the Office of the United States Trustee. The Debtors submit that no further notice is necessary for this Court to enter an Order granting the relief sought in this Application.

WHEREFORE. the Debtors respectfully request entry of an order, substantially in the form attached as Exhibit C, granting the relief requested herein and such other and further relief as the Court may deem just and proper.

Respectfully submitted,

/s/ Tyler J. Rench

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**Attorneys for Piccadilly Restaurants, LLC,
Piccadilly Food Service, LLC, and
Piccadilly Investments, LLC**

EXHIBITS

Exhibit A Services Agreement, and Fee Schedule

Exhibit B Declaration

Exhibit C Proposed Order

EXHIBIT A

AGREEMENT FOR SERVICES

This Agreement dated as of October ____, 2012, is entered between Piccadilly Restaurants LLC and related Chapter 11 debtor entities (collectively, "Customer") and BMC Group, Inc. ("BMC"). The services rendered by BMC pursuant to this Agreement will commence on the date first set forth above and will continue until the Agreement is terminated as set forth below.

TERMS AND CONDITIONS

I. SERVICES

At Customer's, Counsel's or the US Bankruptcy Court Clerk's Office's direction, as the case may be, and in accordance with any court orders or rules in the bankruptcy case(s) (including any court order authorizing BMC's engagement), BMC will (1) prepare and serve or publish notices required in the bankruptcy cases; (2) receive, record and maintain copies of all proofs of claim and proofs of interest filed in the bankruptcy cases; (3) create and maintain the official claims register(s); (4) receive and record all transfers of claims pursuant to Bankruptcy Rule 3001(e); (5) maintain an up-to-date mailing list for all entities who have filed proofs of claim and/or requests for notices in the bankruptcy cases; (6) assist Customer and Counsel with the administrative management, reconciliation and resolution of claims; (7) print, mail and tabulate ballots for purposes of plan voting; (8) assist with the preparation and maintenance of Customer's Schedules of Assets and Liabilities, Statements of Financial Affairs and other master lists and databases of creditors, assets and liabilities, (9) assist with the production of reports, exhibits and schedules of information or use by the Customer, Counsel or to be delivered the Court, the Clerk's Office, the U.S. Trustee or third parties; and (10) provide other technical and document management services of a similar nature requested by Customer, Counsel or the Clerk's office; (11) facilitate or perform distributions, and (12) assist Customer with all analyses and/or collections of avoidance actions pursuant to Chapter 5 of the United States Bankruptcy Code.

II. PRICES, CHARGES AND PAYMENT

- A. BMC agrees to charge, and Customer agrees to pay, BMC for its services, expenses and supplies at the rates or prices in accordance with the Fee Schedule annexed hereto.
- B. BMC raises its rates from time to time and generally does so each January. However, no increase in rates shall apply during the term of this Agreement.
- C. Subject to review and approval, Customer agrees to pay BMC for any necessarily incurred, reasonable, out-of-pocket expenses for transportation, lodging, meals and related items.
- D. In connection with noticing services, upon BMC's request, Customer agrees to prepay BMC estimated postage amounts with respect to each notice or shall authorize BMC to cause the courier's charges (such as UPS or FedEx) to be stated to Customer's own account with such courier.
- E. BMC agrees to invoice Customer for fees and expenses and Customer agrees that the amount invoiced is due and payable upon its receipt of the invoice. Certain waived charges and budget estimates have been provided confidentially and shall be used by BMC when preparing its invoices. If any invoice amount is unpaid as of thirty (30) days from the receipt of the invoice, Customer further agrees to pay a late charge, calculated at one and one-half percent (1-1/2%) of the amount unpaid, accruing from the invoice date. In the case of a dispute in the invoice amount, notice shall be given to BMC within twenty (20) days of receipt of the invoice by Customer. The balance of the invoice amount is due and payable in the normal course.

- F. BMC will look only to the Customer for payment of invoices and in no event shall Counsel be liable for any of BMC's invoices in connections with this Services Agreement.

III. TERMINATION

- A. This Agreement shall remain in force until terminated by Customer, or, by BMC upon thirty (30) days' prior written notice to the other party.
- B. In the event that this contract is terminated, regardless of the reason for such termination, BMC shall cooperate with Customer to orderly transfer to Customer or its designee (or destroy, at Customer's direction) data, records and information in its possession or control and to effect an orderly transition of record-keeping functions. BMC shall provide all necessary staff, services and assistance required for an orderly transfer and transition. Customer agrees to pay for such services in accordance with BMC's then existing prices

IV. NOTICES

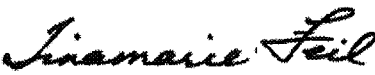
All notices in connection with this Agreement shall be given or made upon the respective parties in writing by facsimile or overnight courier and shall be deemed as given, if by facsimile, on the business day immediately following confirmed transmission, or if by courier, on the day it is delivered by such courier to the appropriate address set forth below or to such other address as the party to receive the notice or request so designates by written notice to the other.

BMC Group, Inc. Attn: Tinamarie Feil 600 1st Avenue Suite 300 Seattle, WA 98104 Telephone 206.516.3300 Fax 206.516.3304 tfeil@bmcgroup.com	_____ _____ _____ Telephone _____ E-Mail _____
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V. APPLICABLE LAW

This agreement shall be subject to Bankruptcy Court approval and any unresolved disputes hereunder shall be submitted to the Bankruptcy Court for adjudication.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

BMC Group, Inc.  By: Tinamarie Feil President, Client Services Date: October 5, 2012	_____ By: _____ Title: Date: October __, 2012
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Pricing

The total charge for BMC to support a project will be based on time spent plus item charges indicated below and any necessary out-of-pocket reimbursables. The basic services we provide include acting as claims, notice and/or information agent, schedules preparation, court docket review, claims reconciliation, plan solicitation, distribution, and post-confirmation services. Our billing practices are transparent and we engage in constant communication so that there are no surprises in the cost of services rendered.

Case Management Hourly Rates

Data Entry / Administrative Support	\$25 / \$50 per hour
Case Support Associates	\$85 - \$110 per hour
Analysts & Consultants	\$125 - \$175 per hour
Project Manager	\$200 per hour
Principal/Directors	\$225 per hour (oversight & securities expertise/ not to exceed 10% of total hours billed on engagement)

Claims Management

Claim Receipt, Process & Docketing	\$2.50 per claim: electronic or paper (no hourly rates)
Claim Analysis and Reconciliation	upon request, at applicable Case Management rates

Print Mail and Noticing Services

Noticing Coordination & Proofs of Service	at applicable Case Management rates
Copy/Print	\$0.10 per image, subject to volume discounts per mailing
Fold/Collate, Insert, Label, #10 Envelope	\$0.13 each;
Postage, Courier	At cost (includes optimization recommendations)
<i>Certified</i> Electronic Noticing Service	\$40 per 1000 (no per page charge – includes receipt tracking)
<i>Certified</i> Fax Noticing Service	\$0.15 per image (includes delivery acknowledgment)
Processing of Undeliverable Mail	\$0.25 each + cost of re-mails as applicable
Legal Notice Experts / Publication	Quote (leverage BMC negotiated discounts with publishers)

Document and Information Management

Document Imaging	\$0.12 per image
Live Operator Call Center	\$45 per hour
Automated (IVR) Call Center	Quote based on anticipated volume – live operator recommended
Database & Systems Access	\$0.085 per record/month (min \$250/max \$850)
Public Website Hosting	\$250 per month
Secure Virtual Data Room	Set up + \$0.15/page per month
Physical Document Storage	\$1.45 per box/month

Distribution

Distribution Consulting	at applicable Case Management rates
Check Issuance or Tax Reporting (1099, W-2)	Quote
Issuance Stock, Notes, Warrants	Quote

EXHIBIT B

**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
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**DECLARATION OF TINAMARIE FEIL IN SUPPORT DEBTORS' APPLICATION
FOR ORDER AUTHORIZING THE RETENTION AND EMPLOYMENT OF BMC
GROUP, INC. AS CLAIMS AGENT, NOTICING AGENT AND BALLOTING AGENT,
PURSUANT TO BANKRUPTCY CODE SECTION 327(a)
AND BANKRUPTCY RULE 2002, NUNC PRO TUNC TO OCTOBER 10, 2012**

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

I, Tinamarie Feil, declare the following under penalty of perjury:

1. I am the President of Client Services of BMC Group, Inc. ("BMC"), whose main office is located at 600 First Avenue, Suite 300, Seattle, WA 98104, telephone number 206.516.3300. The matters set forth herein are made of my own personal knowledge and, if called and sworn as a witness, I could and would testify competently thereto.

2. This declaration is made in support of the *Application For Order Authorizing The Retention And Employment Of BMC Group, Inc. As Claims Agent, Noticing Agent and Balloting Agent, Pursuant To Bankruptcy Code Section 327(a) And Bankruptcy Rule 2002, Nunc Pro Tunc*

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).

to October 10, 2012 (the "Application") of the debtors and debtors-in-possession (collectively, the "Debtors"),² ("Debtors"), which has been filed contemporaneously herewith.

3. As agent and custodian of the Court records pursuant to 28 U.S.C. § 156(c), BMC will perform, at the request of the Office of the Clerk of the Court (the "Clerk's Office"), the noticing and claims related services specified in the Application. In addition, at the Debtors' request, BMC will perform such other noticing, claims, technical and support services specified in the Application.

4. BMC is one of the country's leading chapter 11 administrators, with experience in noticing, claims administration, solicitation, balloting and facilitating other administrative aspects of chapter 11 cases. BMC has substantial experience in the matters of this size and complexity, and has acted as the official notice and claims agent in many large bankruptcy cases filed in this and other districts. *See, e.g., In re Eastern Livestock Company*, Case No. 10-93904 (BHL); *In re ATA Holdings Corp.*, No. 04-19866 (BHL) (Bankr. S.D. Ind. Oct. 29, 2004); *In re American Commercial Lines LLC*, No. 03-90305 (BHL) (Bankr. S.D. Ind. Feb. 26, 2003); *Cano Petroleum, Inc., et al.*, Case No. 12-31549-bjh11 (Bankr. N.D. Tex. Mar. 7, 2012); *The Cliffs Club & Hospitality Group, Inc., et al.*, Case No. 12-01220 (Bankr. D. So. Car. Feb. 28, 2012); *Coach Am Group Holdings Corp. et al.*, Case No. 12-10010-KG (Bankr. D. Del. Jan. 3, 2012); *NewPage Corporation, et al.*, Case No. 11-12804-KG (Bankr. D. Del. Sept. 7, 2011); *Graceway Pharmaceuticals, LLC., et al.*, Case No. 11-13036-PJW (Bankr. D. Del. Sept. 29, 2011); *InSight Health Services Holdings Corp., et al.*, Case No. 10-16564-AJG (Bankr. S.D.N.Y. Dec. 10, 2010); *In re Urban Brands, Inc. et al.*, Case No. 10-13005-KJC (Bankr. D. Del. Sept. 21, 2010);

² The debtors in these Chapter 11 cases include Piccadilly Restaurants, LLC, Piccadilly Food Service, LLC, and Piccadilly Investments, LLC.

In re Ultimate Escapes Holdings, LLC, et al., Case No. 10-12915-BLS (Bankr. D. Del. Sept. 20, 2010); *LC Liquidating f/k/a Lincolnshire Campus, LLC, et al.*, Case No. 10-34176-11 (Bankr. N. D. Tex. June 15, 2010); *TriDimension Energy, L.P., et al.*, Case No. 10-33565-SGJ (Bankr. N. D. Tex. May 21, 2010); *Bigler L.P., et al.*, Case No. 09-38188 (Bankr. S. D. Tex. Oct. 30, 2009); *Fairpoint Communications, Inc. et al.*, Case No.09-16335 (Bankr. S.D.N.Y. Oct. 26, 2009); *Erickson Retirement Communities, LLC, et al.*, Case No. 09-37010-11 (Bankr. N.D. Tex. Oct. 19, 2009); *In re NextMedia Group, Inc., et al.*, Case No. 09-14463-PJW (Bankr. D. Del. Dec. 22, 2008); *In re Kitty Hawk, Inc., et al.*, Case No. 07-44536-RFN-11 (Bankr. N.D. Tex. Feb. 23, 2008); *In re DANA Corp., et al.*, Case No. 06-10354-BRL (Bankr. S.D.N.Y. March 3, 2006).

5. BMC represents, among other things, the following:

- a) BMC is not a creditor of the Debtors;
- b) BMC will not consider itself employed by the United States government and shall not seek any compensation from the United States government in its capacity as the notice and claims agent in the Chapter 11 Cases;
- c) By accepting employment in the Chapter 11 Cases, BMC waives any rights to receive compensation from the United States government;
- d) In its capacity as the notice agent and claims agent in the Chapter 11 Cases, BMC will not be an agent of the United States and will not act on behalf of the United States;
- e) BMC will not employ any past or present employees of the Debtors in connection with its work as the notice and claims agent in the Chapter 11 Cases;
- f) In its capacity as notice and claims agent in the Chapter 11 Cases, BMC will not intentionally misrepresent any fact to any person;
- g) BMC shall be under the supervision and control of the Clerk's Office with respect to the receipt and recordation of claims and claim transfers; and
- h) None of the services provided by BMC as notice and claims agent shall be at the expense of the Clerk's Office.

6. The Debtors have many creditors, and accordingly, BMC may have rendered and may continue to render services to certain of these creditors. BMC has not and will not represent the separate interests of any such creditor in this case. Additionally, BMC employees may, in the ordinary course of their personal affairs, have relationships with certain creditors of the Debtors. For example, one or more of BMC's employees may have obligations outstanding with financial institutions that are creditors of the Debtors or may have used the Debtors' services.

7. To the best of my knowledge and except as disclosed herein, BMC neither holds nor represents any interest adverse to the Debtors' estate in connection with any matter on which it would be employed and that it is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code, as modified by Bankruptcy Code § 1107(b), (the "Bankruptcy Code") as required by section 327(a) of the Bankruptcy Code. BMC will supplement its disclosure to the Court if any facts or circumstances are discovered that would require disclosure.

8. In performing the services of notice and claims agent, BMC will charge the Debtors the rates set forth in the Agreement For Services, which is attached as Exhibit A to the Application. The rates set forth therein are at least as favorable as the rates that BMC charges in cases in which it has been retained to perform similar services.

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9. BMC will comply with all requests of the Clerk's Office and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c).

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Dated: October 9, 2012



Tinamarie Feil
President, Client Services
BMC Group, Inc.

EXHIBIT C

EXHIBIT C PROPOSED ORDER

**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**

**ORDER GRANTING DEBTORS' APPLICATION FOR AUTHORITY
TO RETAIN AND EMPLOY BMC GROUP, INC.**

CONSIDERING the this Application (this "Application") for Order Authorizing the Authorizing the Retention and Employment of BMC Group, Inc. as Claims Agent, Noticing Agent and Balloting Agent, Pursuant to Section 327(a) of the Bankruptcy Code and Rule 2002 of the Bankruptcy Rules of Procedure, *Nunc Pro Tunc* to October 10, 2012 (Docket # ___), filed on

¹ Jointly administered 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).

October 12, 2012 by the above-captioned debtors and debtors-in-possession (collectively, the “Debtors”),¹ good cause having been shown for the entry of an Order granting the Application;

IT IS ORDERED that that the Application is hereby **GRANTED**.

IT IS FURTHER ORDERED that the Debtors are authorized to retain and employ BMC Group, Inc. (the “Agent”), as claims, noticing and balloting agent in these chapter 11 cases for the purposes set forth in the Application and the Services Agreement and Fee Schedule attached as Exhibit A to the Application (the “Services Agreement”), effective as of October 10, 2012.

IT IS FURTHER ORDERED that the Services Agreement, including the Fee Schedule, is approved, as provided for in this Order.

IT IS FURTHER ORDERED that the Agent is authorized to take such actions as is reasonably necessary to comply with all duties set forth in the Application and this Order.

IT IS FURTHER ORDERED that, without further order of this Court, the fees and expenses of the Agent incurred in performance of the services set forth in the Services Agreement are to be treated as an administrative expense of the Debtors’ estates and shall be paid by the Debtors in the ordinary course of business after the submission of an invoice in reasonable detail describing the basis for the fees and expenses requested to be paid, unless the Agent is advised that Debtors object to the invoice, in which case the Debtors will schedule a hearing before the Court to consider the disputed invoice. In such case, the Debtors shall remit to the Agent only the undisputed portion of the invoice and, if applicable, shall pay the remainder to the Agent upon the resolution of the disputed, as mandated by this Court.

¹ The debtors in these Chapter 11 cases include Piccadilly Restaurants, LLC, Piccadilly Food Service, LLC, and Piccadilly Investments, LLC.

IT IS FURTHER ORDERED that, pursuant to Bankruptcy Code § 503(b)(1)(A), the fees and expenses of the Agent incurred pursuant to the Services Agreement will be an administrative expense of the Debtors' estates.

IT IS FURTHER ORDERED that notwithstanding anything herein to the contrary, the authority granted herein is subject to any requirements and limitations imposed upon the Debtors under any Court order regarding debtor-in-possession financing and/or cash collateral use and any approved budget therein. Nothing contained herein shall, or shall be deemed to, modify, amend or alter such order(s) or approved budget.

IT IS FURTHER ORDERED that this Court will retain jurisdiction with respect to all matters arising from or relating to the interpretation or implementation of this Order.

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This Order was prepared and is being submitted by:

R. PATRICK VANCE (#13008)
ELIZABETH J. FUTRELL (#05863)
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**Attorneys for Piccadilly Restaurants, LLC
Piccadilly Food Service, LLC and
Piccadilly Investments, LLC**