

UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF LOUISIANA  
LAFAYETTE DIVISION

IN RE:

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

DEBTORS

\* CASE NO. 12-51127  
\*  
\* (JOINT ADMINISTRATION)<sup>1</sup>  
\*  
\* CHAPTER 11  
\*  
\* JUDGE ROBERT SUMMERHAYS

SUPPLEMENTAL AFFIDAVIT AND DISCLOSURE STATEMENT OF  
R. PATRICK VANCE ON BEHALF OF JONES, WALKER, WAECHTER,  
POITEVENT, CARRÈRE & DENÈGRE, L.L.P., AS ATTORNEYS FOR THE DEBTORS

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, 49<sup>th</sup> Floor, New Orleans, Louisiana 70170-5100. The Debtors have 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 Supplemental Affidavit is submitted in connection with the Debtors' application requesting authority to employ Jones Walker as bankruptcy counsel on September 21, 2012 ("Application"), and supplements the previous affidavit that was filed with the

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<sup>1</sup> 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).

Application (the “Original Affidavit”). The Original Affidavit was submitted, Jones Walker had reviewed the List of 30 Largest Unsecured Creditors, the equity security holders of the Debtors, and the Debtors pre and post-petition secured lenders, Atalaya Special Opportunities Fund IV LP (Tranche B), Atalaya Special Opportunities Fund (Cayman) IV LP (Tranche B), and the agent, Atalaya Administrative LLC.

3. Since filing the Original Affidavit, Jones Walker has reviewed the Debtors’ mailing matrix, as the same has been amended, and the list of utilities. Based on these review, Jones Walker has determined that it represents, in matters wholly unrelated to the Debtors or this Case, the following creditors (who are owed the following amounts as of the Petition Date according to the records of Restaurants): (a) Auto Chlor Services, L.L.C., who is owed by the Debtors less than \$20,000 as of the Petition Date, and who is represented by Jones Walker in certain labor and employment related matters; (b) Coca-Cola Bottling Company United, Inc. (d/b/a/ Augusta and Baton Rouge Coca Cola Bottling), who is owed approximately \$9,000 as of the Petition Date, and who is represented by Jones Walker in certain litigation and trade-related matters; (c) Federal Express, who is owed less than \$8,300 as of the Petition Date, who is represented by Jones Walker in certain employment-related matters; (d) Gulf Publishing Company, who is owed less than \$360 as of the Petition Date, who is represented by Jones Walker in a litigation and business matters; and (e) Kleinpeter Farms Dairy, L.L.C., who filed a proof of claim for \$12,451, and who Jones Walker represents in a transactional matter. Jones Walker will continue to review the Debtors’ lists of creditors and make additional disclosures, if necessary. In addition, in matters wholly unrelated to the Debtors or this Case, Jones Walker represents the following utility companies that are covered by the Motion for Continuation of Utility Service and the Order granting the Motion (the “Utility Pleadings”) (Docket ## 6 and 17), as follows: (a) Entergy New Orleans, Inc. and Entergy Louisiana; and (b) Sprint. Neither requested adequate assurance under the Utility Pleadings. Jones Walker also represents Cleco Company in certain state and local tax matters, which matters are wholly unrelated to the Debtors and this Case, and who has requested a post-petition deposit. Cleco is represented in this Case by Stephen Wheelis.
4. In matters wholly unrelated to the Debtors or this Case, Jones Walker represents certain entities that lease nonresidential real property to Piccadilly Restaurants, or who have interests in entities that lease nonresidential real property to Piccadilly Restaurants. If a conflict exists, Peter Kopfinger and the firm of Gordon, Arata, McCollam, Duplantis & Eagan, LLC are available to represent the Debtors if a direct adversity conflict arises that is not waived with respect to any landlord who is represented by Jones Walker in unrelated matters:
  - (a) Edgewood Mall Developers, Ltd. The Debtors have informed Jones Walker that Edgewood Mall owns the McComb Mississippi leased restaurant. Jones Walker represents Edgewood Mall in a certain tax matters in Mississippi, but not in connection with the McComb leased restaurant.

(b) Stirling Properties. Debtors have been informed Jones Walker that Stirling Properties owns or has an interest in (i) MacArthur Village Limited Partnership, which owns the Alexandria, Louisiana leased restaurant, (ii) Cascade Drive Limited Partnership, which owns the Houma, Louisiana restaurant, and (iii) Old River Marketplace Limited Partnership, which owns the Covington, Louisiana leased restaurant. Jones Walker represents Stirling Properties, but not the above-listed landlords, and not in any matter related to the Debtors or this Case.

(d) Simon Property Group. Jones Walker has been informed that Simon Property owns or has an interest in Chesapeake Mall, LLC, which owns the Chesapeake, Virginia leased restaurant. Jones Walker represents Simon Property Group and certain of its affiliates in connection with certain collection issues, but does not represent Chesapeake Mall, LLC and does not represent Simon Property Group in any matter related to the Debtors or this Case.

(e) American National Insurance. The Debtors have informed Jones Walker that American National Insurance owns the Biloxi leased restaurant. Jones Walker represents American National Insurance, or a company with a similar name, in a litigation matter and certain loan closings in Alabama. Those matters are wholly unrelated to the Debtors and this Case.

5. **From September 1, 2011 through September 10, 2012, Jones Walker collectively billed all of the clients listed in paragraph 3 and 4 of this Supplemental Affidavit less than 1/10 of 1% of Jones Walker's annual revenues.**
6. Finally, Clesi Burns LLC, a creditor and a consultant and non-debtor party to a contract with the Debtors, is an insurance consultant of Jones Walker.
7. To the best of my knowledge and belief, I believe that Jones Walker is disinterested and does not hold or represent an interest adverse to the Debtors or the estates.
8. I have read this Supplemental Affidavit and, to the best of my knowledge, information, and belief, it is true and correct.

  
R. PATRICK VANCE

**SWORN TO AND SUBSCRIBED** before me, notary public, on this 20 day of October, 2012.

  
NOTARY PUBLIC

La. Bar No. 13315  
EDWARD D. WEGMANN  
La. Notary No. LA BAR NO. 13315  
My Comm. NOTARY PUBLIC - PARISH OF ORLEANS  
STATE OF LOUISIANA  
MY COMMISSION IS ISSUED FOR LIFE