


SO ORDERED.

SIGNED April 29, 2013.



  
ROBERT SUMMERHAYS  
UNITED STATES BANKRUPTCY JUDGE

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

**ORDER GRANTING DEBTORS' SECOND MOTION TO (1) COMPROMISE  
WORKERS' COMPENSATION CLAIM UNDER RULE 9019, AND (2) PAY THE SAME**

Considering the *Second Motion for Authority to (1) Compromise Workers' Compensation Claim Under Rule 9019, and (2) Pay the Same* (the "Motion") (Docket #700) filed herein on April 10, 2013, by the above-captioned debtors and debtors-in-possession (collectively, the

<sup>1</sup> 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).

“Debtors”),<sup>2</sup> by the Debtors, the hearing having been held on April 23, 2013 (the “Hearing”), and the Court concluding that (a) it has jurisdiction over this Motion, pursuant to 28 U.S.C. §§ 157 and 1334, and that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2), (b) the relief requested in the Motion is in the best interests of the Debtors’ estates and creditors, (c) sufficient notice was given herein; (d) no pleading or response having been filed in opposition to the Motion, and objection having been lodged to the relief sought to the relief sought in the Motion at the Hearing, and this Order being consistent with the relief pled for in the Motion;

**IT IS ORDERED** that the Motion is hereby **GRANTED**;

**IT IS FURTHER ORDERED** that the Debtors seek further authority to pay the settled claim, in accordance with the State Board of Workers’ Compensation Settlement for the State of Georgia, dated April 1, 2013 that is attached as **Exhibit A** to the Motion; and

**IT IS FURTHER ORDERED** that the Debtors are authorized to execute and deliver all instruments and documents, and take such other actions as may be necessary or appropriate to implement and effectuate this Order.

###

This Order was prepared and is being submitted by:

R. PATRICK VANCE (#13008)  
ELIZABETH J. FUTRELL (#05863)  
MARK A. MINTZ (#31878)  
TYLER J. RENCH (#34049)  
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<sup>2</sup> The debtors in these Chapter 11 cases include Piccadilly Restaurants, LLC, Piccadilly Food Service, LLC, and Piccadilly Investments, LLC.

Email: [trench@joneswalker.com](mailto:trench@joneswalker.com)

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

{N2624939.1}

3

# EXHIBIT A

{N2521153.1}

Settlement Approved by Order of the Board Effective 04/01/2013

STATE BOARD OF WORKERS' COMPENSATION

STATE OF GEORGIA

	:	Claim No.:	2009-034593
	:	D/Accident:	03/15/09
	:	SSN.:	423-66-5844
	:		
Annie M. Williams	:		
2081 Holly Hill Drive	:	CLAIMANT	
Decatur, GA 30032	:		
	:		
Piccadilly Restaurants, LLC	:		
3232 South Sherwood Forest Blvd	:	EMPLOYER	
Baton Rouge, LA 70821	:		
(225) 293-9440	:		
Attn: Leah Mondrick	:		
	:		
FARA	:		
1625 West Causeway Approach	:	INSURER	
Mandeville, LA 70471	:		
1-877-257-3272	:		
Attn: Tammy R. Wygie	:		
	:		
Jonathan M. Rolnick, Esq.	:		
1141 Sheridan Rd., N.E.	:		
Atlanta, GA 30324	:	ATTORNEY FOR CLAIMANT	
404.581.0802	:		
Federal Tax ID # <u>58-240-4350</u>	:		
	:		
Phillip A. Sibley	:		
PO Box 4104	:		
Macon, GA 31208	:	ATTORNEY FOR EMPLOYER/INSURER	
(478) 742-8300	:		

STIPULATION AND AGREEMENT

The following stipulation and agreement is entered into by and between the parties in compromise and a lump sum settlement and resolution of all issues and disputes within the contemplation of O.C.G.A. Sec. 34-9-15 as the full and complete evidence upon which the State Board of Workers' Compensation may enter up an award in final conclusion and termination of this

claim, which settlement and award shall not hereinafter be subject to change, modification, review, alteration or encroachment under law.

1.

Claimant, Annie M. Williams, was employed by Piccadilly Restaurants, LLC. On or about March 15, 2009, Claimant sustained an injury to her bilateral knees which arose out of and in the course of her employment in DeKalb County, Georgia.

2.

The claim was initially accepted as a compensable medical-only claim and medical benefits were provided, including right knee arthroscopic surgery on January 13, 2010 and left knee arthroscopic surgery on February 24, 2010. Temporary total disability benefits were commenced on November 10, 2009 at a rate of \$105.39 based on an average weekly wage of \$158.09. TTD was suspended on August 24, 2010 based on Claimant's return to work with restrictions pursuant to a WC-240 job offer. TTD was recommenced on August 27, 2010 when Claimant was unable to continue working in that restricted duty job. TTD benefits were again suspended on February 5, 2011 based on Claimant's return to work with restrictions by the authorized treating physician, Dr. Richard Johnston. Temporary partial disability benefits were commenced effective February 5, 2011 and have been paid as appropriate since that date. TPD benefits will continue to be paid as appropriate without deduction from the lump sum amount hereinafter set forth until the date of approval of the Stipulation and Agreement by the State Board of Workers' Compensation.

3.

As of the date of approval of this Stipulation and Agreement, all authorized and reasonable medical expenses incurred by Claimant with regard to her work related injury have been or will be paid by Employer/Insurer.

4.

A dispute has arisen between Claimant and Employer/Insurer as to the entitlement of Claimant to further workers' compensation benefits. Claimant alleges that she continues to have some disability from her March 15, 2009 work injury and is in need of additional medical treatment for that injury. On the other hand, Employer/Insurer contend that Claimant is capable of continuing to work and that any need she may have for future medical treatment related to her work injury is limited.

5.

In order to bring this matter to a conclusion and in the spirit of compromise and after giving due regard to all facts, circumstances and evidence available in this matter, and it being the mutual desire of the parties to dispose of this claim by a final lump sum settlement and to avoid litigation, the parties believe it to be in their mutual best interests to resolve all issues by means of compromise between them which will curtail further litigation and put at rest any and all issues that now or could exist between them. In this spirit of compromise and to accomplish these intents and purposes, Employer/Insurer agree to pay Claimant, and Claimant agrees to accept the sum of Seventy-Five Thousand Dollars (\$75,000.00) in full and final settlement and extinguishment of any and all compensation benefits cognizable under the Workers' Compensation Act of Georgia and in consequence of the injuries sustained or alleged to have been sustained by Claimant on or about March 15, 2009 or to have arisen out of any injury on or about that date, while in the course of her employment with Piccadilly Restaurants, LLC. The parties agree that the terms of this settlement shall be final and irrevocable with respect to all benefits which may be due Claimant under the Workers' Compensation Act of Georgia, including, but not limited to, temporary total, permanent total, temporary partial and permanent partial disability benefits, medical and vocational

rehabilitation benefits and expenses, and attorney fees, and the parties further agree that this settlement shall not hereinafter be subject to change, modification, review, alteration or encroachment as proscribed by O.C.G.A. Sec. 34-9-15.

6.

After deduction for attorney fees in the amount of \$ 18,750 and costs in the amount of \$ 488, the claimant shall receive \$ ~~55,762~~ 55,762. This amount shall be calculated without commutation of interest but shall represent the negotiated compromise Agreement that the Claimant's life expectancy is 1,154 weeks forward from this date, pursuant to the National Vital Statistics Reports, Vol. 56, No. 9, December 28, 2007, and that the settlement herein reached represents the payment of \$ 48.30 per week to the Claimant over the balance of the 1,154 week life expectancy of the Claimant into the future.

Notwithstanding the foregoing, Claimant stipulates and agrees that he is not a Medicare or SSDI (Social Security Disability) beneficiary, that he has not been a Medicare or SSDI beneficiary since the date of accident and that he has no reasonable expectation of becoming a Medicare or SSDI beneficiary within 30 months of the date of approval of this stipulation and agreement. Claimant further stipulates and agrees that he has not been approved for Supplemental Security Income and has no reasonable expectation for being approved for SSI within 30 months of the date of approval of this stipulation and agreement.

7.

It is stipulated and agreed that the lump sum amount hereinabove set forth includes compensation in lieu of any further open medical, that all further medical expenses incurred by Claimant, whether related to the alleged injuries or not, shall be Claimant's sole and personal responsibility to be borne by her.



8.

It is further stipulated and agreed that all further vocational rehabilitation expenses incurred by Claimant, whether related to the alleged injuries or not, shall be Claimant's sole and personal responsibility to be borne by her.

9.

It is further stipulated by Claimant that the date of injury shown on this Stipulation and Agreement is the only date of injury as to any injury sustained by Claimant with Employer/Insurer, and that in further consideration of such settlement, any date of injury with Employer/Insurer which precedes the date of execution of this Stipulation and Agreement is hereby dismissed with prejudice.

10.

It is further stipulated and agreed between the parties that any reference to Piccadilly Restaurants, LLC in the instant agreement shall apply to any name by which that entity is known, as well as any agents, employees, predecessors, successors, shareholders and assigns thereof.

11.

It is further stipulated and agreed between the parties that any reference to FARA in the instant agreement shall apply to any name by which that entity is known, as well as any agents, employees, predecessors, successors, shareholders and assigns thereof.

12.

It is the mutual intent and express desire of the parties to this claim that this instrument constitute a final and complete liquidated disposition of this claim and adjudication of the rights of the parties and that the parties thereby be precluded from further prosecution of this case or reconsideration in accordance with O.C.G.A. Sec. 34-9-15.

13.

Claimant stipulates that there are no outstanding child support liens that would prohibit full disbursement of the settlement funds in this case.

WHEREFORE, the parties respectfully request the State Board of Workers' Compensation to make its finding of facts and enter its award in terms of law based upon this agreement.

THIS 20 day of March, 2013.



Annie M. Williams  
Claimant



Jonathan M. Rolnick, Esquire  
Attorney for Claimant

Piccadilly Restaurants, LLC, Employer:  
FARA, Insurer:

By 

Adam J. Hand  
Attorney for Employer/Insurer

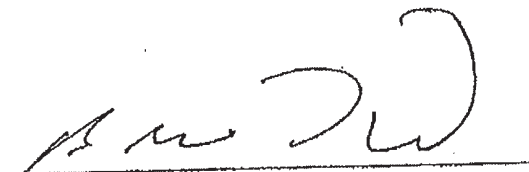
**CERTIFICATE OF SERVICE**

**GEORGIA, BIBB COUNTY**

I do hereby certify that I have this day served the foregoing Stipulation and Agreement upon the Employer/Insurer by emailing a true and correct copy of same to:

Leah Reid  
Piccadilly Restaurants, LLC  
Lreed@piccadilly.com

THIS 15th day of March, 2013.



**ADAM J. HAND**  
Georgia Bar No. 694912  
Attorney for Employer/Insurer

**MURPHY & SIBLEY**  
P.O. Box 4104  
Macon, GA 31208-4104  
(478) 742-8300

United States Bankruptcy Court  
Western District of Louisiana

In re:  
Piccadilly Restaurants, LLC  
Debtor

Case No. 12-51127-RRS  
Chapter 11

**CERTIFICATE OF NOTICE**

District/off: 0536-4

User: lchamp  
Form ID: pdf8

Page 1 of 3  
Total Noticed: 2

Date Rcvd: Apr 29, 2013

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on May 01, 2013.

db +Piccadilly Restaurants, LLC, c/o Jones Walker et al, 201 St. Charles Ave #5100,  
New Orleans, LA 70170-5101  
aty +Jones, Walker, Waechter, Poitevent, Carrere & Dene, 201 St. Charles Avenue, 51st Floor,  
New Orleans, LA 70170-5000

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.  
NONE. TOTAL: 0

\*\*\*\*\* BYPASSED RECIPIENTS (undeliverable, \* duplicate) \*\*\*\*\*  
tr DIP

TOTALS: 1, \* 0, ## 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.  
USPS regulations require that automation-compatible mail display the correct ZIP.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 9): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: May 01, 2013

Signature:



The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on April 29, 2013 at the address(es) listed below:

Albert J. Derbes, IV on behalf of Creditor Committee Official Committee of Unsecured Creditors ajdiv@derbeslaw.com

Alison D. Bauer on behalf of Creditor Peter Mayer Advertising, Inc. abauer@torys.com

Andrew D. Mendez on behalf of Creditor Peter Mayer Advertising, Inc. amendez@stonepigman.com

Brent R. McIlwain on behalf of Creditor Atalaya Administrative, LLC bmcilwain@pattonboggs.com, rwjones@pattonboggs.com;bsmith@pattonboggs.com

Christopher R. Maddux on behalf of Creditor The Merchants Company d/b/a Merchants Foodservice chris.maddux@butlersnow.com

Dale R. Baringer on behalf of Creditor Kleinpeter Farms Dairy, L.L.C. dale@baringerlawfirm.com, pam@baringerlawfirm.com;aaron@baringerlawfirm.com;ben@baringerlawfirm.com

Dannie P. Garrett on behalf of Creditor The Merchants Company d/b/a Merchants Foodservice dannie.garrett@butlersnow.com

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David L. Pollack on behalf of Interested Party Brixmor Property Group, Inc. pollack@ballardspahr.com

David L. Pollack on behalf of Interested Party Aronov Realty Management pollack@ballardspahr.com

David Patrick Keating on behalf of Creditor Rouse Properties, Inc. rick@thekeatingfirm.com, shannon@thekeatingfirm.com

David Patrick Keating on behalf of Creditor GGP, Inc. rick@thekeatingfirm.com, shannon@thekeatingfirm.com

David Patrick Keating on behalf of Creditor Palm Springs Mile Associates, Ltd. rick@thekeatingfirm.com, shannon@thekeatingfirm.com

Douglas S. Draper on behalf of Interested Party CB Agency Services, LLC ddraper@hellerdraper.com

Douglas S. Draper on behalf of Interested Party CB Investments, LLC ddraper@hellerdraper.com

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Elizabeth J. Futrell on behalf of Debtor Piccadilly Food Service, LLC efutrell@joneswalker.com, jmagallanes@joneswalker.com;sliberio@joneswalker.com

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J. David Forsyth on behalf of Interested Party Brixmor Property Group, Inc. jdf@sessions-law.com

J. David Forsyth on behalf of Interested Party Aronov Realty Management jdf@sessions-law.com

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Keith Couture on behalf of Creditor Grimes Professional Dirt Busters kcouture@couturelaw.net

Lawrence Bradley Hancock on behalf of Creditor Committee Official Committee of Unsecured Creditors hancockb@gtlaw.com

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Office of U. S. Trustee USTPRegion05.SH.ECF@usdoj.gov

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R. Patrick Vance on behalf of Debtor Piccadilly Restaurants, LLC pvance@joneswalker.com, dschulte@joneswalker.com

Robert L. LeHane on behalf of Creditor GGP, Inc. kdwbankruptcydepartment@kelleydrye.com

Robert L. LeHane on behalf of Creditor Rouse Properties, Inc. kdwbankruptcydepartment@kelleydrye.com

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system (continued)

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Stephen D. Wheelis on behalf of Creditor CLECO Corporation steve@wheelis-rozanski.com

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Tristan E. Manthey on behalf of Interested Party CB Agency Services, LLC  
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kfritscher@hellerdraper.com;cnobles@hellerdraper.com;awientjes@hellerdraper.com

Tyler J. Rench on behalf of Debtor Piccadilly Restaurants, LLC trench@joneswalker.com

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William F. McCormick on behalf of Creditor Tennessee Department of Revenue agbankcal@ag.tn.gov

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TOTAL: 66