

EXHIBIT A

Subpoenas

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF LOUISIANA, LAFAYETTE DIVISION
 (ISSUED IN THE CENTRAL DISTRICT OF CALIFORNIA)

In re: Piccadilly Restaurants, LLC, *et al.*
Debtors.

**SUBPOENA IN A CASE UNDER THE
 BANKRUPTCY CODE**

Case Number: 12-51127 (Jointly Administered)
 Western District of Louisiana, Lafayette Division
 Chapter 11

TO: Yucaipa Corporate Initiatives Fund I, L.P., by and
 through their attorney of record, Robert A. Klyman,
 Latham & Watkins LLP, 355 South Grand Avenue, Los
 Angeles, California 90071

☐ YOU ARE COMMANDED to appear in the United State Bankruptcy Court at the place, date, and time specified below to testify in the above case.

PLACE OF TESTIMONY	COURTROOM
	DATE AND TIME

☒ YOU ARE COMMANDED to appear at the place, date, and time specified below to testify at the taking of a deposition in the above case.


PLACE OF DEPOSITION Greenberg Traurig, LLP 1840 Century Park East, Suite 1900 Los Angeles, CA 90067	DATE AND TIME July 31, 2013 at 9:00 a.m.
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☒ YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects at the place, date, and time specified below (list documents or objects):

See Attached Exhibit "A"

PLACE Greenberg Traurig, LLP 1840 Century Park East, Suite 1900 Los Angeles, CA 90067	DATE AND TIME July 24, 2013 at 10:00 a.m.
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Any organization not a party to this suit that is subpoenaed for the taking of a deposition shall designate one or more officers, directors, or managing agents, or other persons who consent to testify on its behalf, and may set forth, for each person designated, the matters on which the person will testify. Rule 30(b)(6), Federal Rules of Civil Procedures, made applicable in bankruptcy cases and proceedings by Rules 1018, 7030, and 9014, Federal Rules of Bankruptcy Procedures.

ISSUING OFFICER'S SIGNATURE AND TITLE (INDICATE IF ATTORNEY FOR PLAINTIFF OR DEFENDANT)  Adam M. Starr, Counsel to Official Committee of Unsecured Creditors	DATE 7/10/13
ISSUING OFFICER'S NAME, ADDRESS AND PHONE NUMBER Adam M. Starr, Greenberg Traurig, LLP, 1840 Century Park East, Suite 1900, Los Angeles California 90067 Telephone: (310) 586-6503	

If the bankruptcy case is pending in a district other than the district in which the subpoena is issued, state the district under the case number.

PROOF OF SERVICE

SERVED	DATE	PLACE
SERVED ON (PRINT NAME)		MANNER OF SERVICE
SERVED BY (PRINT NAME)		TITLE

DECLARATION OF SERVER

I declare under penalty of perjury under the laws of the United States of America that the foregoing information contained in the Proof of Service is true and correct.

Executed on

DATE

SIGNATURE OF SERVER

ADDRESS OF SERVER

Rule 45, Federal Rules of Civil Procedure, Subdivisions (c), (d), and (e), as amended on December 1, 2007, made applicable in cases under the Bankruptcy Code by Rule 9016, Federal Rules of Bankruptcy Procedure:

(c) Protecting a Person Subject to a Subpoena.

(1) **Avoiding Undue Burden or Expense; Sanctions.** A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The issuing court must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) **Appearance Not Required.** A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) **Objections.** A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the issuing court for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) **When Required.** On timely motion, the issuing court must quash or modify a subpoena that:

- (i) fails to allow a reasonable time to comply;
- (ii) requires a person who is neither a party nor a party's officer to travel more than 100 miles from where that person resides, is employed, or regularly transacts business in person — except that, subject to Rule 45(c)(3)(B)(iii), the person may be commanded to attend a trial by traveling from any such place within the state where the trial is held;
- (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
- (iv) subjects a person to undue burden.

(B) **When Permitted.** To protect a person subject to or affected by a subpoena, the issuing court may, on motion, quash or modify the subpoena if it requires:

- (i) disclosing a trade secret or other confidential research, development, or commercial information;
- (ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party; or
- (iii) a person who is neither a party nor a party's officer to incur substantial expense to travel more than 100 miles to attend trial.

(C) **Specifying Conditions as an Alternative.** In the circumstances described in Rule 45(c)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

- (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
- (ii) ensures that the subpoenaed person will be reasonably compensated.

(d) Duties in Responding to a Subpoena.

(1) **Producing Documents or Electronically Stored Information.** These procedures apply to producing documents or electronically stored information:

(A) **Documents.** A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) **Form for Producing Electronically Stored Information Not Specified.** If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) **Electronically Stored Information Produced in Only One Form.** The person responding need not produce the same electronically stored information in more than one form.

(D) **Inaccessible Electronically Stored Information.** The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) **Information Withheld.** A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

- (i) expressly make the claim; and
- (ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) **Information Produced.** If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information to the court under seal for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

(e) Contempt.

The issuing court may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena. A nonparty's failure to obey must be excused if the subpoena purports to require the nonparty to attend or produce at a place outside the limits of Rule 45(c)(3)(A)(ii).

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF LOUISIANA
LAFAYETTE DIVISION

In re:)	
	)	Chapter 11
PICCADILLY RESTAURANTS, LLC;)	
PICCADILLY FOOD SERVICE, LLC; and	)	Case No. 12-51127
PICCADILLY INVESTMENTS, LLC)	
	)	Jointly Administered
Debtors.)	

NOTICE OF DEPOSITION AND REQUEST
FOR PRODUCTION OF DOCUMENTS

TO: YUCAIPA CORPORATE INITIATIVES FUND I, L.P. ("Yucaipa"), through its attorney of record, Robert A. Klyman, Latham & Watkins LLP, 355 South Grand Avenue, Los Angeles, California 90071.

PLEASE TAKE NOTICE THAT, as authorized by Rules 30(b) and 45 of the Federal Rules of Civil Procedure (the "Federal Rules"), made applicable by Rules 9014, 9016 and 7030 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), counsel to the Official Committee of Unsecured Creditors (the "Committee") of the Piccadilly Restaurants, LLC and its affiliated debtors and debtors-in-possession (collectively, the "Debtors") in the above-captioned chapter 11 cases (the "Cases") will take the deposition upon oral examination of Yucaipa by deposing the designated representative(s) of Yucaipa with the most knowledge and able to testify on behalf of Yucaipa regarding the topics set forth herein in connection with the Debtors' *Disclosure Statement for the Joint Chapter 11 Plan of Reorganization of Piccadilly Restaurants, LLC, Piccadilly Food Service, LLC, and Piccadilly Investments, LLC, Proposed by the Debtors and Yucaipa Corporate Initiatives Fund I, L.P., Dated as of July 8, 2013* [Docket No. 920] (as amended or modified from time to time, the "Disclosure Statement") and *Joint Chapter 11 Plan of Reorganization of Piccadilly Restaurants, LLC, Piccadilly Food Service,*

LLC, and Piccadilly Investments, LLC, Proposed by the Debtors and Yucaipa Corporate Initiatives Fund I, L.P., Dated as of July 8, 2013 [Docket No. 921] (as amended or modified from time to time, the “Plan”).

PLEASE TAKE FURTHER NOTICE THAT the deposition(s) will be held on July 31, 2013 at 9:00 a.m. (Pacific Time) at the offices of Greenberg Traurig, LLP, 1840 Century Park East, Suite 1900, Los Angeles, CA 90067, or as otherwise agreed to by the parties in writing. The deposition(s) shall be taken before a notary public or other officer authorized by law to administer oaths and may be recorded by stenographic, audiographic and videotaped means. The deposition(s) shall continue from day to day thereafter (Saturdays, Sundays, and holidays excluded), or as otherwise agreed by the parties, until completed.

PLEASE TAKE FURTHER NOTICE THAT pursuant to Federal Rules 30, 34 and 45 and Bankruptcy Rules 7030, 7034, 9014 and 9016, Yucaipa is commanded to produce the documents (the “Document Requests”) specified in **Exhibit A** to this Notice to the attention of Greenberg Traurig, LLP, 1840 Century Park East, Suite 1900, Los Angeles, CA 90067, Attn: Adam M. Starr, Esq., on or before July 24, 2013 at 10:00 a.m. (Pacific Time).

PLEASE TAKE FURTHER NOTICE THAT the designated representative(s) of Yucaipa shall be the individual(s) with the most knowledge as to the following subject matters:

- (1) All aspects of the Debtors’ Disclosure Statement and Plan, including all Documents, Communications and negotiations in connection therewith.
- (2) All aspects of Yucaipa’s equity interests in the Debtors, including all Documents and Communications concerning or related to, whether directly or indirectly, any existing or proposed debt or equity investments in the Debtors after January 1, 2008.

- (3) All Documents and Communications concerning or related to the Debtors' solvency prior to their bankruptcy filing, including all actions taken or not taken by Yucaipa in connection therewith and all Communications between Yucaipa and any of the Debtors and/or their creditors, whether secured or unsecured, regarding same.
- (4) All aspects of any of the Debtors' ability or inability to perform their obligations under their secured credit facility at any time during the two years prior to their bankruptcy filings, and any communications relating thereto.
- (5) All aspects of corporate governance of the Debtors during the two years prior to the Debtors' bankruptcy filings.
- (6) All aspects of the Debtors' incurrence of unsecured debt in the two years prior to the Debtors' bankruptcy filings.
- (7) All aspects of the performance or alleged performance of Yucaipa of any management services to any of the Debtors, and the payment by any of the Debtors to Yucaipa therefor, during the two years prior to the Debtors' bankruptcy filings, and any amounts that Yucaipa claims to be owing thereunder.
- (8) Any and all communications between Yucaipa, the Debtors and any investment banker or other Person, or internally, regarding the provision of financing, in the form of debt or equity, to the Debtors during the two year period prior to the Debtors' bankruptcy filings.

[SIGNATURES OF COUNSEL FOLLOW]

Dated: July 10, 2013.

GREENBERG TRAURIG, LLP

By: /s/ Shari L. Heyen
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***Counsel for the Official Committee of
Unsecured Creditors***

EXHIBIT A

DEFINITIONS

- A. “Administrator” shall have the same meaning as ascribed to it in the Plan.
- B. “Affiliate” shall have the same meaning as set forth in section 101(2) of the Bankruptcy Code.
- C. “Atalaya” means, collectively, Atalaya Capital Management, LP, Atalaya Administrative LLC, Atalaya Funding II, LP, Atalaya Special Opportunities Fund IV LP (Tranche B), Atalaya Special Opportunities Fund (Caymen) IV LP (Tranche B) and their affiliates, subsidiaries, or related funds or entities, and includes any companies, employees, agents, professionals, officers, directors, partners, members or any other person working on their behalf, and any and all of their predecessors in interest with respect to the Atalaya Loan Documents.
- D. “Atalaya Loan Documents” shall have the same meaning as ascribed to it in the Plan.
- E. “Atalaya Secured Claim” shall have the same meaning as ascribed to it in the Plan.
- F. “Bankruptcy Cases” shall have the same meaning as ascribed to it in the Plan.
- G. “Bankruptcy Code” means title 11 of the United States Code, §§ 101 *et seq.*, as amended from time to time.
- H. “Bankruptcy Causes of Action” shall have the same meaning as ascribed to it in the Plan.
- I. “Cash” shall have the same meaning as ascribed to it in the Plan.
- J. “Causes of Action” shall have the same meaning as ascribed to it in the Plan.
- K. “Claim” shall have the same meaning as set forth in section 101(5) of the Bankruptcy Code.
- L. “Communication” means any oral or written exchange of information, including, but not limited to, any telephone conversations, oral conversations other than telephone conversations, meetings, correspondence, letters, notes, reports, telegrams, telexes, facsimile transmissions, e-mail, and memoranda relating to each communication to, from, within the hearing of or witnessed by You.
- M. “Confirmation” shall have the same meaning as ascribed to it in the Plan.

N. “CMA” shall mean California Management Associates, LLC, a Delaware limited liability company, and any and all companies, managers, members, employees, agents, professionals, officers, directors, partners, members or any other person working on its behalf.

O. “Debtors” means, collectively, Piccadilly Restaurants, LLC, Piccadilly Food Service, LLC, and Piccadilly Investments, LLC, and includes any companies, employees, agents, professionals, officers, directors, partners, members or any other person working on their behalf.

P. “Disbursing Agent” shall have the same meaning as ascribed to it in the Plan.

Q. “Disclosure Statement” means *Disclosure Statement for the Joint Chapter 11 Plan of Reorganization of Piccadilly Restaurants, LLC, Piccadilly Food Service, LLC, and Piccadilly Investments, LLC, Proposed by the Debtors and Yucaipa Corporate Initiatives Fund I, L.P., Dated as of July 8, 2013* [Docket No. 920], as amended or modified from time to time.

R. “Distribution” shall have the same meaning as ascribed to it in the Plan.

S. “Document” means anything which may be considered to be a document or tangible thing within the meaning of the Federal Rules of Civil Procedure and means the original, or any copy if the original is not available, of documents and tangible things (including, but not limited to, papers, books, accounts, drawings, graphs, charts, photographs, electronic or videotape recordings, data, and data compilations) that constitute or contain matters relevant to the subject matter of this litigation. The documents requested herein include, but are not limited to, any deed, deed of trust, promissory note, checks, corporate stock ledgers, corporate minute books, drawing, graph, photograph, film, video, phonorecord, report, minutes, transcript, memorandum, notes, jottings, paper, letter, correspondence, tape recording, e-mail, voice mail, electronic file, electronically stored data, facsimile, Communication, chart, map, plat, tape, disk, card, wire and any other electronic, magnetic or mechanical recording or transcript or any other information in addition to or in any way different from that contained in or on the original, and all attachments, enclosures or documents affixed or referred to in any documents to be produced pursuant to this subpoena. Document also means:

1. the original and/or any non-identical original or copy including those with any marginal note or comment, or showing additions, deletions or substitutions;
2. drafts;
3. attachment to or enclosure with any document; and
4. every document referred to in any other document.

T. “Entity” shall have the same meaning as ascribed to it in the Plan.

U. “Estate” shall have the same meaning as ascribed to it in the Plan.

V. “General Unsecured Claim Note” shall have the same meaning as ascribed to it in the Plan.

W. “General Unsecured Claim Note Documents” shall have the same meaning as ascribed to it in the Plan.

X. “General Unsecured Distribution Account” shall have the same meaning as ascribed to it in the Plan.

Y. “Identify” has the following meanings:

1. when used in reference to a natural person, it means to state the person’s full name, business affiliation, and title and the person’s telephone number, residence address and business address;
2. when used in reference to a corporation or other entity, it means to state its full name, form of organization, address of its principal office, and each of its present business addresses and telephone numbers;
3. when used in reference to a Document, it means to state:
 - a. the type of document (*e.g.*, letter, memorandum, telegram, chart, etc.) or some other means of identifying it;
 - b. the name, address, and business affiliation and title of the author or signer thereof;
 - c. its date or dates;
 - d. the name, address, and position of all addressees and recipients;
 - e. its present location; and
 - f. the name, present address, and position of the person or persons having present custody thereof. If any such document was, but no longer is, in your possession or subject to your control, state what disposition was made of it.
4. When used in reference to a Communication, it means to state:
 - a. the manner in which the communication occurred (*e.g.*, by document, by telephone conversation, or by meeting);
 - b. if the communication was by document, to identify each person who sent and received the document and to state the date on which and the place to which the document was sent and received;
 - c. if the communication was by telephone, to state the date and place of the communication, to identify each natural person who was present during all or part of the communication, and to describe in detail the information communicated by each natural person;
 - d. if the communication was by meeting, to state the date and place of the meeting, to identify each natural person who attended the meeting, and to describe in detail the information communicated by each natural person; and
 - e. if by means other than those described above, to identify each person who received the information communicated, to identify each natural person who provided the information communicated,

to state the date on which the communication was sent and received, and to describe in detail the information communicated.

Z. “Insider” has the meaning set forth in 11 U.S.C. § 101(31).

AA. “Intermediate Holdco” shall have the same meaning as ascribed to it in the Plan.

BB. “Intermediate Holdco Equity Interests” shall have the same meaning as ascribed to it in the Plan.

CC. “Interests” shall have the same meaning as ascribed to it in the Plan.

DD. “Litigation Claims” shall have the same meaning as ascribed to it in the Plan.

EE. “Management Services Fee Claim” shall have the same meaning as ascribed to it in the Plan.

FF. “New Atalaya Secured Note” shall have the same meaning as ascribed to it in the Plan.

GG. “Person” means any natural person, public or private corporation, partnership, joint venture, association, group, government or governmental entity (including any governmental agency or political subdivision of any government), and any other form of business or legal organization arrangement.

HH. “Petition Date” means September 11, 2012, the date on which each of the Debtors filed their respective petitions for relief commencing the Cases.

II. “Plan” means *Joint Chapter 11 Plan of Reorganization of Piccadilly Restaurants, LLC, Piccadilly Food Service, LLC, and Piccadilly Investments, LLC, Proposed by the Debtors and Yucaipa Corporate Initiatives Fund I, L.P., Dated as of July 8, 2013* [Docket No. 921], as amended or modified from time to time.

JJ. “Reorganized Debtors” shall have the same meaning as ascribed to it in the Plan.

KK. “Transfer” has the meaning set forth in 11 U.S.C. § 101(54).

LL. “You,” or “Your” means Yucaipa, including its agents, representatives, members, partners, and all persons acting or purporting to act on its behalf.

MM. “Yucaipa” means Yucaipa Corporate Initiatives Fund I, L.P. and includes any Affiliates, companies, employees, agents, professionals, officer, directors, partners, members or any other person working on their behalf.

NN. “Yucaipa Advance” shall have the same meaning as ascribed to it in the Plan.

OO. “Yucaipa Advance Documents” shall have the same meaning as ascribed to it in the Plan.

PP. “Yucaipa Expense Claim” shall have the same meaning as ascribed to it in the Plan.

QQ. The words “and” and “or” shall be both conjunctive and disjunctive.

RR. All plural references herein to persons, things, acts or events shall include the singular, and any singular reference shall likewise include the plural. The use of any tense of any verb shall be considered to include also within its meaning all other tenses of the verb so used.

SS. The phrases “all documents relating to” and “all other documents relating to” mean and include all documents that in any manner or form relate in any way to the subject matter in question, including, without limitation, all documents that contain, record, reflect, summarize, evaluate, comment upon, or discuss the subject matter in question or that in any manner state the background of, or were the basis for, or relate to, record, evaluate, comment upon, or were referred to, relied upon, utilized, generated, transmitted, or received in arriving at conclusion(s), opinion(s), estimate(s), position(s), decision(s), belief(s), or assertion(s) concerning the subject matter in question.

TT. The term “concerning” is used herein in its broadest sense, and includes but is not limited to consisting of, referring to, comprises, reflects, discusses, underlies, comments upon, forms the basis for, analyses, or mentions the subject of.

UU. The word “any” includes the word “all,” and “all” includes the word “any.”

VV. Unless otherwise defined herein, capitalized terms shall have the meanings ascribed to them in the Plan and Disclosure Statement, as applicable.

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INSTRUCTIONS

1. Documents shall be produced in exactly the manner in which they were found, including file folders, tabulations or other forms or manner of organization. Further, all attachments to the Documents, whether stapled, paper-clipped or otherwise affixed, shall be produced and shall be attached to the Documents to which they relate in exactly the same manner in which they were found. All copies of Documents or items that are not identical to the originals by reason of handwritten comments, marginal notations, underlining or otherwise shall be produced in addition to the originals.

2. If there are no Documents in existence that are responsive to a particular paragraph of this request, Your response must include a statement to that effect. If Documents once existed in Your possession, custody or control, but are no longer in Your possession, custody or control for any reason, please identify the specific circumstances under which You lost possession, custody or control, and identify Your understanding of the Documents' current whereabouts, or the manner in which You disposed of the Documents.

3. In the event that any Document called for has been destroyed, discarded, or otherwise disposed of, Identify the Document by stating the following:

- a. its author or preparer;
- b. all addressee(s) to whom the Document was sent;
- c. the date the Document was created;
- d. the subject matter and content of the Document;
- e. the number of pages contained within the Document;
- f. whether any attachments or appendices were included with the Document;
- g. all Persons to whom the Document was distributed or shown;
- h. the date the Document was destroyed or other disposed of;
- i. the matter of destruction or other disposition;
- j. the reason for destruction or other disposition; and
- k. the Person destroying or disposing of the Document.

4. All Documents are to be produced which are in Your possession, custody or control, including Documents in the possession, custody, or control of Your attorneys, investigators, agents, employees, officers, accountants, independent contractors, subcontractors, consultants, experts or other representatives.

5. These requests are continuing. If You or any Person acting on Your behalf obtains additional Documents called for by these requests between the time of Your response and the time set for hearing, such Documents shall be promptly produced.

6. In responding to these requests for production of Documents, You are required to make a diligent search for all available Documents within Your actual and constructive possession, custody or control, and not merely such Documents within the personal possession of the individual answering these requests.

7. Where the context permits, a term's singular form shall include its plural form, and a term's plural form shall include its singular.

8. If any of the requested Documents fall within the scope of this Request for Production, but have not been produced because of any claim of privilege, please provide the following information as to each Document to which such claim is made:

- a. the date the Document was created;
- b. the name and address of its maker;
- c. the name and address of each Person who has seen and/or reviewed each such Document;
- d. the name and address of each Person listed as an addressee, whether as addressee or copied;
- e. a brief description of the subject matter of the Document;
- f. the nature of the privilege or immunity claimed; and
- g. a summary of all facts and circumstances upon which such a claim is based.

9. If an objection is made to any request contained herein, state for the item or category objected to:

- a. the specific ground for each objection; and
- b. a description of the subject matter of each responsive Document or item.

10. Unless otherwise specified, the relevant time period for each request set forth herein is between September 11, 2010 and the Petition Date.

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DOCUMENTS TO BE PRODUCED

Please produce the following Documents in Your possession, custody or control:

1. All Documents concerning or related to the Yucaipa Expense Claim and/or the Management Services Fee Claim, including but not limited to, any analysis thereof and Communications related thereto.
2. All Documents and Communications evidencing, related to or comprising any agreement to provide management services between You and any of the Debtors, including, but not limited to the Limited Liability Company Agreement of Piccadilly Investments, LLC dated as of March 16, 2004, any amounts claimed to be owed by the Debtors thereunder, any services claimed to be provided pursuant thereto, and any amounts paid by the Debtors thereunder.
3. All Documents and Communications concerning or related to the Debtors' incurrence of unsecured debt.
4. All Documents and Communication relating to any actions in furtherance of corporate governance of any of the Debtors, including, but not limited to, any and all corporate, limited liability, membership and/or manager resolutions.
5. All Documents and Communications concerning or related to the Debtors' solvency (or lack thereof), including, but not limited to, any Documents and Communications between You and any of the Debtors and/or their creditors, whether secured or unsecured, as well as any of Your internal Documents and Communications.
6. All Documents and Communications evidencing or relating to the Debtors' failure to make payment under the Atalaya Loan Documents.
7. All Documents concerning or related to Your and/or the Debtors' efforts to market any Interests in any of the Debtors in connection with the Plan and/or the Yucaipa Advance, including any letters of intent, expressions of interest, offers, proposals, presentations, marketing pieces, teasers, agreements, drafts, modifications, amendments, riders, written and oral Communications and notes related thereto, including, but not limited to, any and all communications with investment bankers regarding the contribution of debt and/or equity by any Person to any of the Debtors.
8. All Documents and Communications concerning or related to the Plan and/or the Disclosure Statement, including any term sheets, agreements, exit proposals, plan support agreements, Plan Exhibits, drafts, modifications, amendments, riders, written and oral Communications and notes related thereto.
9. All Documents concerning, relating to or constituting any appraisals, valuations, fairness opinions or non-consolidation opinions regarding any of the Debtors' and/or their assets, including any drafts, modifications, amendments, riders, written and oral Communications and notes related thereto.

10. All Documents concerning, relating to or constituting any term sheets, letters of intent, expressions of interest, and sale agreements concerning the sale of any of the Debtors' assets, including any marketing proposals, memoranda, teasers, confidentiality agreements, lists of parties contacted, agreements, drafts, modifications, amendments, riders, written and oral Communications and notes related thereto.

11. All Documents and Communications concerning or related to any Claims and/or Causes of Action the Debtors have or may have, including but not limited to, the following:

- a. All Documents and Communications concerning or related to any Claims and/or Causes of Action, including without limitation, the BP Tort Claims and the BP and Other Tort Claims.
- b. All Documents and Communications that refer or relate to the analysis of or discussions concerning the Documents identified in response to Request No. 10(a), including any drafts, modifications, written and oral Communications and notes related thereto.

12. All Documents and Communications concerning or related to the Atalaya Secured Claim and/or any Interests held by Yucaipa in any of the Debtors, including but not limited to, the following:

- a. All Documents and Communications concerning or related to the Atalaya Secured Claim.
- b. All Documents and Communications that refer or relate to the analysis of or discussions concerning the Documents identified in response to Request No. 11(a), including any valuations, agreements, drafts, modifications, written and oral Communications and notes related thereto.
- c. All Documents and Communications concerning or related to any and all Interests held by Yucaipa in any of the Debtors, including without limitation, any Interests designated in the Plan as PR Class 8, PFS Class 6 and PI Class 6.
- d. All Documents and Communications that refer or relate to the analysis of or discussions concerning the Documents identified in response to Request No. 11(c), including any valuations, agreements, drafts, modifications, written and oral Communications and notes related thereto.

13. All Documents concerning any pending and/or potential litigation against You concerning or related to any of the Debtors and/or the Bankruptcy Cases, including but not limited to, the Litigation Claims, any analysis thereof and Communications related thereto.

14. All Documents concerning or related to any valuation of the Debtors and/or any of the Debtors' assets prepared by FTI Consulting, Inc. ("FTI"), including any drafts, work papers, models, forecasts, modifications, amendments, riders, written and oral Communications and notes related thereto.

15. All Documents and Communications by and among You, the Debtors and/or FTI concerning or related to the Debtors, their assets and/or the Bankruptcy Cases, including but not limited to, the Disclosure Statement, Plan, Claims, Interests, and any valuation of the Debtors and/or their assets.

16. All Documents and Communications between You, the Debtors, and/or any other Person concerning or related to the Debtors, their assets and/or the Bankruptcy Cases, including but not limited to, the Disclosure Statement, Plan, Claims, Interests (including any Interests held by You in one or more of the Debtors and any valuation(s) thereof), any valuation of the Debtors and/or their assets, the Yucaipa Advance, and the Management Services Fee Claim.

17. All Documents and Communications concerning or related to the Yucaipa Advance, including but not limited to, any analysis thereof, the Yucaipa Advance Documents, valuations, agreements, drafts, modifications, amendments, written and oral Communications and notes related thereto.

18. All Documents concerning or related to Your and/or the Debtors' efforts to market test the Yucaipa Advance, including any proposals, marketing pieces, presentations, correspondence, teasers, proposals, offers, letters of intent, expressions of interest, agreements, drafts, modifications, amendments, riders, written and oral Communications and notes related thereto.

19. All Documents concerning or related to any management or other fees owing to You and accruing or accrued pre-Confirmation or post-Confirmation and/or any such fees earned by, paid to or waived by You and/or proposed repayment of the Yucaipa Advance, including but not limited to, any analysis thereof, agreements, work papers, records, ledgers, drafts, modifications, amendments, proposals, written and oral Communications and notes related thereto.

20. All Documents that concern or relate to the feasibility of the Plan as required by section 1129(a) of the Bankruptcy Code, including but not limited to, any Documents that support, tend to support or evidence the feasibility of the Plan, any analyses thereof, work papers, models, forecasts, budgets, studies, business plans, financial projections, estimates, reports and evaluations concerning working capital, liquidity, and solvency, and any drafts, modifications, agreements, amendments, riders, written and oral Communications and notes related thereto.

21. All Documents concerning or related to the Reorganized Debtors' corporate governance, managing members, officers, corporate existence, and re-vesting of assets in the Reorganized Debtors, including but not limited to, any incorporation documents, operating agreements, bylaws, resolutions, management agreements, agreements in general, minutes, board

meeting minutes, consents, all state filings, Plan Documents, Plan Exhibits, accounts, records, ledgers, drafts, amendments, modifications, riders, written and oral Communications and notes related thereto.

22. All Documents concerning or related to any contracts or agreements entered into between You and the Debtors after January 1, 2008, including drafts, modifications, amendments, riders, written and oral Communications and notes related thereto.

23. Any and all Documents You intend to introduce as evidence at any hearings on approval of the Debtors' Disclosure Statement and/or Confirmation of the Debtors' Plan.

24. All Documents and Communications concerning or related to, whether directly or indirectly, any existing or contemplated debt and/or equity investment(s) in any of the Debtors after January 1, 2008, including but not limited to, the following:

- (a) All Documents and Communications between You and any one or more of the following: (i) any vendors of the Debtors; (ii) Atalaya; (iii) the Debtors or any of their advisors, including but not limited to, Thomas J. Sandeman and FTI; (iv) any investment banker retained by You or by any of the Debtors; (v) CMA; and (vi) any internal Documents and Communications concerning or related to any of the foregoing
- (b) All internal Documents and Communications concerning same.
- (c) All Documents concerning or related to any financial models, projections, scenarios, work papers, models, forecasts, budgets, studies, business plans, financial projections, estimates, reports and evaluations, and any drafts, modifications, agreements, amendments, riders, written and oral Communications and notes related thereto.
- (d) All Documents concerning or related to any presentations, proposals and/or meeting notes to any of Your investment committees, deal committees or any such similar board, group or committee, including but not limited to, any meeting minutes, resolutions, agreements, drafts, modifications, amendments, written and oral Communications and notes related thereto.
- (e) All Documents concerning or related to any existing or potential investment and/or Plan transaction, any financial models, projections, scenarios, work papers, models, forecasts, budgets, studies, business plans, financial projections, estimates, reports and evaluations, and any drafts, modifications, agreements, amendments, riders, written and oral Communications and notes related thereto.
- (f) All Documents concerning or related to any internal or external valuations or indications of value performed by the Debtors and/or any its advisors or

related to Your investment in any of the Debtors, including any financial models, projections, scenarios, work papers, models, forecasts, budgets, studies, business plans, financial projections, estimates, reports and evaluations, and any drafts, modifications, agreements, amendments, riders, written and oral Communications and notes related thereto.

- (g) All Documents and Communications concerning or related to any Cash received by You from the Debtors.
- (h) All Documents and Communications by and between You and Atalaya, including but not limited to, any term sheets, letters of intent, financial models, assumptions about the Debtors' businesses, forecasts, budgets, work papers, scenarios, projections, business plans, studies, estimates, reports and evaluations, agreements, and any drafts, modifications, amendments, riders, and notes related thereto.

25. All Documents and Communications concerning or related to the failure of the Debtors to timely pay all amounts due and owing to Atalaya under the Atalaya Loan Documents.

26. All Documents and Communications concerning or related to Your engaging Latham & Watkins LLP and any other bankruptcy counsel in connection with the Bankruptcy Cases.

27. All Documents and Communications concerning or related to any services provided by You to the Debtors in exchange for any management or other fees, including the Management Services Fee Claim, any agreements, drafts, amendments, modifications, riders and notes related thereto.

28. All Documents and Communications concerning or related to any new or additional debt incurred by the Debtors, including but not limited to, any agreements, contracts, security interests, term sheets, drafts, amendments, modifications, and any notes related thereto.

29. All Documents concerning or related to the Administrator and/or the Disbursing Agent, including but not limited to, any agreements, drafts, modifications, riders, written and oral Communications and notes related thereto.

30. All Documents concerning or related to the General Unsecured Claim Note, including but limited to, the General Unsecured Claim Note Documents and any agreements, pledges, drafts, modifications, riders, written and oral Communications and notes related thereto.

31. All Documents and Communications concerning or related to the General Unsecured Distribution Account, including but not limited to, any agreements, records, statements, drafts, modifications, riders, written and oral Communications and notes related thereto.

32. All Documents concerning or related to the Intermediate Holdco's corporate governance, managing members, officers, directors, corporate existence, including but not limited to, any incorporation documents, operating agreements, bylaws, resolutions, management agreements, agreements in general, minutes, board meeting minutes, consents, all state filings, Plan Documents, Plan Exhibits, accounts, records, ledgers, drafts, amendments, modifications, riders, written and oral Communications and notes related thereto.

33. All Documents and Communications concerning or related to the Intermediate Holdco Equity Interests, including but not limited to, any valuations, agreements, pledges, state filings, drafts, modifications, written and oral Communications and notes related thereto.

34. All Documents concerning or related to the New Atalaya Secured Note, including but not limited to, any agreements, security instruments, state filings, drafts, amendments, modifications, riders, written and oral Communications and notes related thereto.

35. All Documents concerning or related to any insurance policies held by You relating in any way to the Debtors, the management of the Debtors, or the control of the Debtors.

36. All Documents and Communications by and among You, the Debtors and/or Atalaya concerning or related to the exercise of any remedies by Atalaya under the Atalaya Loan Documents, including but not limited to, foreclosure on the Debtors' assets.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the *SUBPOENA IN A CASE UNDER THE BANKRUPTCY CODE* and *NOTICE OF DEPOSITION AND REQUEST FOR PRODUCTION OF DOCUMENTS* (upon Yucaipa Corporate Initiatives Fund I, L.P.), was served by email and by regular U.S. Mail, postage prepaid, upon the following on July 10, 2013:

R. Patrick Vance

Email: pvance@joneswalker.com

Elizabeth J. Futrell

Email: efutrell@joneswalker.com

Mark A. Mintz

Email: mmintz@joneswalker.com

JONES WALKER LLP

201 St. Charles Avenue, 51 st Floor
New Orleans, Louisiana 70170

Counsel for the Debtors

David F. Waguespack

Email: waguespack@carverdarden.com

CARVER DARDEN KORETZKY, TESSIER,

FINN, BLOSSMAN & AREAUX, L.L.C.

1100 Poydras Street, Suite 3100
New Orleans, Louisiana 70163

- and -

Brent R. McIlwain

Email: bmcilwain@pattonboggs.com

PATTON BOGGS, LLP

2000 McKinney, Suite 1700
Dallas, Texas 75201-8001

*Counsel for Atalaya Administrative LLC,
Atalaya Funding II, LP, Atalaya Special
Opportunities Fund IV LP (Tranche B),
and Atalaya Special Opportunities Fund
(Cayman) IV LP (Tranche B)*

Tristan Manthey

Email: tmanthey@hellerdraper.com

HELLER, DRAPER, PATRICK & HORN, LLC

650 Poydras Street, Suite 2500

New Orleans, Louisiana 70130

- and -

Robert A. Klyman

Email: Robert.klyman@lw.com

LATHAM & WATKINS LLP

355 South Grand Avenue

Los Angeles, California 90071

Counsel for Yucaipa Corporate Initiatives Fund I, L.P.

Gail Bowen McCulloch

Email: Gail.McCulloch@usdoj.gov

OFFICE OF THE UNITED STATES TRUSTEE

300 Fannin Street, Suite 3196

Shreveport, Louisiana 71101

Office of the United States Trustee

/s/ Shari L. Heyen

Shari L. Heyen

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF LOUISIANA, LAFAYETTE DIVISION
 (ISSUED IN THE CENTRAL DISTRICT OF CALIFORNIA)

In re: Piccadilly Restaurants, LLC, *et al.**Debtors.***SUBPOENA IN A CASE UNDER THE
BANKRUPTCY CODE**Case Number: 12-51127 (Jointly Administered)
Western District of Louisiana, Lafayette Division
Chapter 11

TO: California Management Associates, LLC, c/o
 Yucaipa Corporate Initiatives Fund I, L.P., by and
 through their attorney of record, Robert A. Klyman,
 Latham & Watkins LLP, 355 South Grand Avenue, Los
 Angeles, California 90071

☐ YOU ARE COMMANDED to appear in the United State Bankruptcy Court at the place, date, and time specified below to testify in the above case.

PLACE OF TESTIMONY	COURTROOM
	DATE AND TIME

☒ YOU ARE COMMANDED to appear at the place, date, and time specified below to testify at the taking of a deposition in the above case.

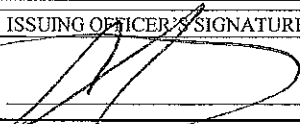
PLACE OF DEPOSITION Greenberg Traurig, LLP 1840 Century Park East, Suite 1900 Los Angeles, CA 90067	DATE AND TIME July 31, 2013 at 2:00 p.m.
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☒ YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects at the place, date, and time specified below (list documents or objects):

See Attached Exhibit "A"

PLACE Greenberg Traurig, LLP 1840 Century Park East, Suite 1900 Los Angeles, CA 90067	DATE AND TIME July 24, 2013 at 10:00 a.m.
--	--

Any organization not a party to this suit that is subpoenaed for the taking of a deposition shall designate one or more officers, directors, or managing agents, or other persons who consent to testify on its behalf, and may set forth, for each person designated, the matters on which the person will testify. Rule 30(b)(6), Federal Rules of Civil Procedures, made applicable in bankruptcy cases and proceedings by Rules 1018, 7030, and 9014, Federal Rules of Bankruptcy Procedures.

ISSUING OFFICER'S SIGNATURE AND TITLE (INDICATE IF ATTORNEY FOR PLAINTIFF OR DEFENDANT)  Adam M. Starr, Counsel to Official Committee of Unsecured Creditors	DATE 7/10/13
ISSUING OFFICER'S NAME, ADDRESS AND PHONE NUMBER Adam M. Starr, Greenberg Traurig, LLP, 1840 Century Park East, Suite 1900, Los Angeles California 90067 Telephone: (310) 586-6503	

1 If the bankruptcy case is pending in a district other than the district in which the subpoena is issued, state the district under the case number.

PROOF OF SERVICE

SERVED	DATE	PLACE
SERVED ON (PRINT NAME)		MANNER OF SERVICE
SERVED BY (PRINT NAME)		TITLE

DECLARATION OF SERVER

I declare under penalty of perjury under the laws of the United States of America that the foregoing information contained in the Proof of Service is true and correct.

Executed on

DATE

SIGNATURE OF SERVER

ADDRESS OF SERVER

Rule 45, Federal Rules of Civil Procedure, Subdivisions (c), (d), and (e), as amended on December 1, 2007, made applicable in cases under the Bankruptcy Code by Rule 9016, Federal Rules of Bankruptcy Procedure:

(c) Protecting a Person Subject to a Subpoena.

(1) **Avoiding Undue Burden or Expense; Sanctions.** A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The issuing court must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) **Appearance Not Required.** A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) **Objections.** A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the issuing court for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) **When Required.** On timely motion, the issuing court must quash or modify a subpoena that:

- (i) fails to allow a reasonable time to comply;
- (ii) requires a person who is neither a party nor a party's officer to travel more than 100 miles from where that person resides, is employed, or regularly transacts business in person — except that, subject to Rule 45(c)(3)(B)(iii), the person may be commanded to attend a trial by traveling from any such place within the state where the trial is held;
- (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
- (iv) subjects a person to undue burden.

(B) **When Permitted.** To protect a person subject to or affected by a subpoena, the issuing court may, on motion, quash or modify the subpoena if it requires:

- (i) disclosing a trade secret or other confidential research, development, or commercial information;
- (ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party; or
- (iii) a person who is neither a party nor a party's officer to incur substantial expense to travel more than 100 miles to attend trial.

(C) **Specifying Conditions as an Alternative.** In the circumstances described in Rule 45(c)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

- (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
- (ii) ensures that the subpoenaed person will be reasonably compensated.

(d) Duties in Responding to a Subpoena.

(1) **Producing Documents or Electronically Stored Information.** These procedures apply to producing documents or electronically stored information:

(A) **Documents.** A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) **Form for Producing Electronically Stored Information Not Specified.** If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) **Electronically Stored Information Produced in Only One Form.** The person responding need not produce the same electronically stored information in more than one form.

(D) **Inaccessible Electronically Stored Information.** The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) **Information Withheld.** A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

- (i) expressly make the claim; and
- (ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) **Information Produced.** If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information to the court under seal for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

(e) Contempt.

The issuing court may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena. A nonparty's failure to obey must be excused if the subpoena purports to require the nonparty to attend or produce at a place outside the limits of Rule 45(c)(3)(A)(ii).

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

In re:)	
	)	Chapter 11
PICCADILLY RESTAURANTS, LLC;)	
PICCADILLY FOOD SERVICE, LLC; and	)	Case No. 12-51127
PICCADILLY INVESTMENTS, LLC)	
	)	Jointly Administered
Debtors.)	

**NOTICE OF DEPOSITION AND REQUEST
FOR PRODUCTION OF DOCUMENTS**

TO: CALIFORNIA MANAGEMENT ASSOCIATES, LLC (“CMA”), care of Yucaipa Corporate Initiatives Fund I, L.P. (“Yucaipa”), through its attorney of record, Robert A. Klyman, Latham & Watkins LLP, 355 South Grand Avenue, Los Angeles, California 90071.

PLEASE TAKE NOTICE THAT, as authorized by Rules 30(b) and 45 of the Federal Rules of Civil Procedure (the “Federal Rules”), made applicable by Rules 9014, 9016 and 7030 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), counsel to the Official Committee of Unsecured Creditors (the “Committee”) of the Piccadilly Restaurants, LLC and its affiliated debtors and debtors-in-possession (collectively, the “Debtors”) in the above-captioned chapter 11 cases (the “Cases”) will take the deposition upon oral examination of CMA by deposing the designated representative(s) of CMA with the most knowledge and able to testify on behalf of CMA regarding the topics set forth herein in connection with the Debtors’ *Disclosure Statement for the Joint Chapter 11 Plan of Reorganization of Piccadilly Restaurants, LLC, Piccadilly Food Service, LLC, and Piccadilly Investments, LLC, Proposed by the Debtors and Yucaipa Corporate Initiatives Fund I, L.P., Dated as of July 8, 2013* [Docket No. 920] (as amended or modified from time to time, the “Disclosure Statement”) and *Joint Chapter 11 Plan of Reorganization of Piccadilly Restaurants, LLC, Piccadilly Food Service, LLC, and Piccadilly*

Investments, LLC, Proposed by the Debtors and Yucaipa Corporate Initiatives Fund I, L.P., Dated as of July 8, 2013 [Docket No. 921] (as amended or modified from time to time, the “Plan”).

PLEASE TAKE FURTHER NOTICE THAT the deposition(s) will be held on July 31, 2013 at 2:00 p.m. (Pacific Time) at the offices of Greenberg Traurig, LLP, 1840 Century Park East, Suite 1900, Los Angeles, CA 90067, or as otherwise agreed to by the parties in writing. The deposition(s) shall be taken before a notary public or other officer authorized by law to administer oaths and may be recorded by stenographic, audiographic and videotaped means. The deposition(s) shall continue from day to day thereafter (Saturdays, Sundays, and holidays excluded), or as otherwise agreed by the parties, until completed.

PLEASE TAKE FURTHER NOTICE THAT pursuant to Federal Rules 30, 34 and 45 and Bankruptcy Rules 7030, 7034, 9014 and 9016, CMA is commanded to produce the documents (the “Document Requests”) specified in **Exhibit A** to this Notice to the attention of Greenberg Traurig, LLP, 1840 Century Park East, Suite 1900, Los Angeles, CA 90067, Attn: Adam M. Starr, Esq., on or before July 24, 2013 at 10:00 a.m. (Pacific Time).

PLEASE TAKE FURTHER NOTICE THAT the designated representative(s) of CMA shall be the individual(s) with the most knowledge as to the following subject matters:

- (1) All aspects of the Debtors’ Disclosure Statement and Plan, including all Documents, Communications and negotiations in connection therewith.
- (2) All aspects of Yucaipa’s equity interests in the Debtors, including all Documents and Communications concerning or related to, whether directly or indirectly, any existing or proposed debt or equity investments in the Debtors after January 1, 2008.

- (3) All Documents and Communications concerning or related to the Debtors' solvency prior to their bankruptcy filing, including all actions taken or not taken by CMA and/or Yucaipa in connection therewith and all Communications between CMA and/or Yucaipa and any of the Debtors and/or their creditors, whether secured or unsecured, regarding same.
- (4) All aspects of any of the Debtors' ability or inability to perform their obligations under their secured credit facility at any time during the two years prior to their bankruptcy filings, and any communications relating thereto.
- (5) All aspects of corporate governance of the Debtors during the two years prior to the Debtors' bankruptcy filings.
- (6) All aspects of the Debtors' incurrence of unsecured of unsecured debt in the two years prior to the Debtors' bankruptcy filings.
- (7) All aspects of the performance or alleged performance of CMA and/or Yucaipa of any management services to any of the Debtors, and the payment by any of the Debtors to CMA and/or Yucaipa therefor, during the two years prior to the Debtors' bankruptcy filings, and any amounts that CMA and/or Yucaipa claims to be owing thereunder.
- (8) Any and all communications between CMA and/or Yucaipa, the Debtors and any investment banker or other Person, or internally, regarding the provision of financing, in the form of debt or equity, to the Debtors during the two year period prior to the Debtors' bankruptcy filings.

[SIGNATURES OF COUNSEL FOLLOW]

Dated: July 10, 2013.

GREENBERG TRAURIG, LLP

By: /s/ Shari L. Heyen
Shari L. Heyen (Admitted *Pro Hac Vice*)
HeyenS@gtlaw.com
Texas State Bar No. 09564750
David R. Eastlake (Admitted *Pro Hac Vice*)
EastlakeD@gtlaw.com
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- and -

David B. Kurzweil (Admitted *Pro Hac Vice*)
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Terminus 200
3333 Piedmont Road, NE, Suite 2500
Atlanta, Georgia 30327
Telephone: 678-553-2100
Facsimile: 678-553-2269

***Counsel for the Official Committee of
Unsecured Creditors***

EXHIBIT A

DEFINITIONS

- A. “Administrator” shall have the same meaning as ascribed to it in the Plan.
- B. “Affiliate” shall have the same meaning as set forth in section 101(2) of the Bankruptcy Code.
- C. “Atalaya” means, collectively, Atalaya Capital Management, LP, Atalaya Administrative LLC, Atalaya Funding II, LP, Atalaya Special Opportunities Fund IV LP (Tranche B), Atalaya Special Opportunities Fund (Caymen) IV LP (Tranche B) and their affiliates, subsidiaries, or related funds or entities, and includes any companies, employees, agents, professionals, officers, directors, partners, members or any other person working on their behalf, and any and all of their predecessors in interest with respect to the Atalaya Loan Documents.
- D. “Atalaya Loan Documents” shall have the same meaning as ascribed to it in the Plan.
- E. “Atalaya Secured Claim” shall have the same meaning as ascribed to it in the Plan.
- F. “Bankruptcy Cases” shall have the same meaning as ascribed to it in the Plan.
- G. “Bankruptcy Code” means title 11 of the United States Code, §§ 101 *et seq.*, as amended from time to time.
- H. “Bankruptcy Causes of Action” shall have the same meaning as ascribed to it in the Plan.
- I. “Cash” shall have the same meaning as ascribed to it in the Plan.
- J. “Causes of Action” shall have the same meaning as ascribed to it in the Plan.
- K. “Claim” shall have the same meaning as set forth in section 101(5) of the Bankruptcy Code.
- L. “Communication” means any oral or written exchange of information, including, but not limited to, any telephone conversations, oral conversations other than telephone conversations, meetings, correspondence, letters, notes, reports, telegrams, telexes, facsimile transmissions, e-mail, and memoranda relating to each communication to, from, within the hearing of or witnessed by You.
- M. “Confirmation” shall have the same meaning as ascribed to it in the Plan.

N. “CMA” shall mean California Management Associates, LLC, a Delaware limited liability company, and any and all companies, managers, members, employees, agents, professionals, officers, directors, partners, members or any other person working on its behalf.

O. “Debtors” means, collectively, Piccadilly Restaurants, LLC, Piccadilly Food Service, LLC, and Piccadilly Investments, LLC, and includes any companies, employees, agents, professionals, officers, directors, partners, members or any other person working on their behalf.

P. “Disbursing Agent” shall have the same meaning as ascribed to it in the Plan.

Q. “Disclosure Statement” means *Disclosure Statement for the Joint Chapter 11 Plan of Reorganization of Piccadilly Restaurants, LLC, Piccadilly Food Service, LLC, and Piccadilly Investments, LLC, Proposed by the Debtors and Yucaipa Corporate Initiatives Fund I, L.P., Dated as of July 8, 2013* [Docket No. 920], as amended or modified from time to time.

R. “Distribution” shall have the same meaning as ascribed to it in the Plan.

S. “Document” means anything which may be considered to be a document or tangible thing within the meaning of the Federal Rules of Civil Procedure and means the original, or any copy if the original is not available, of documents and tangible things (including, but not limited to, papers, books, accounts, drawings, graphs, charts, photographs, electronic or videotape recordings, data, and data compilations) that constitute or contain matters relevant to the subject matter of this litigation. The documents requested herein include, but are not limited to, any deed, deed of trust, promissory note, checks, corporate stock ledgers, corporate minute books, drawing, graph, photograph, film, video, phonorecord, report, minutes, transcript, memorandum, notes, jottings, paper, letter, correspondence, tape recording, e-mail, voice mail, electronic file, electronically stored data, facsimile, Communication, chart, map, plat, tape, disk, card, wire and any other electronic, magnetic or mechanical recording or transcript or any other information in addition to or in any way different from that contained in or on the original, and all attachments, enclosures or documents affixed or referred to in any documents to be produced pursuant to this subpoena. Document also means:

1. the original and/or any non-identical original or copy including those with any marginal note or comment, or showing additions, deletions or substitutions;
2. drafts;
3. attachment to or enclosure with any document; and
4. every document referred to in any other document.

T. “Entity” shall have the same meaning as ascribed to it in the Plan.

U. “Estate” shall have the same meaning as ascribed to it in the Plan.

V. “General Unsecured Claim Note” shall have the same meaning as ascribed to it in the Plan.

W. “General Unsecured Claim Note Documents” shall have the same meaning as ascribed to it in the Plan.

X. “General Unsecured Distribution Account” shall have the same meaning as ascribed to it in the Plan.

Y. “Identify” has the following meanings:

1. when used in reference to a natural person, it means to state the person’s full name, business affiliation, and title and the person’s telephone number, residence address and business address;
2. when used in reference to a corporation or other entity, it means to state its full name, form of organization, address of its principal office, and each of its present business addresses and telephone numbers;
3. when used in reference to a Document, it means to state:
 - a. the type of document (*e.g.*, letter, memorandum, telegram, chart, etc.) or some other means of identifying it;
 - b. the name, address, and business affiliation and title of the author or signer thereof;
 - c. its date or dates;
 - d. the name, address, and position of all addressees and recipients;
 - e. its present location; and
 - f. the name, present address, and position of the person or persons having present custody thereof. If any such document was, but no longer is, in your possession or subject to your control, state what disposition was made of it.
4. When used in reference to a Communication, it means to state:
 - a. the manner in which the communication occurred (*e.g.*, by document, by telephone conversation, or by meeting);
 - b. if the communication was by document, to identify each person who sent and received the document and to state the date on which and the place to which the document was sent and received;
 - c. if the communication was by telephone, to state the date and place of the communication, to identify each natural person who was present during all or part of the communication, and to describe in detail the information communicated by each natural person;
 - d. if the communication was by meeting, to state the date and place of the meeting, to identify each natural person who attended the meeting, and to describe in detail the information communicated by each natural person; and
 - e. if by means other than those described above, to identify each person who received the information communicated, to identify each natural person who provided the information communicated,

to state the date on which the communication was sent and received, and to describe in detail the information communicated.

Z. “Insider” has the meaning set forth in 11 U.S.C. § 101(31).

AA. “Intermediate Holdco” shall have the same meaning as ascribed to it in the Plan.

BB. “Intermediate Holdco Equity Interests” shall have the same meaning as ascribed to it in the Plan.

CC. “Interests” shall have the same meaning as ascribed to it in the Plan.

DD. “Litigation Claims” shall have the same meaning as ascribed to it in the Plan.

EE. “Management Services Fee Claim” shall have the same meaning as ascribed to it in the Plan.

FF. “New Atalaya Secured Note” shall have the same meaning as ascribed to it in the Plan.

GG. “Person” means any natural person, public or private corporation, partnership, joint venture, association, group, government or governmental entity (including any governmental agency or political subdivision of any government), and any other form of business or legal organization arrangement.

HH. “Petition Date” means September 11, 2012, the date on which each of the Debtors filed their respective petitions for relief commencing the Cases.

II. “Plan” means *Joint Chapter 11 Plan of Reorganization of Piccadilly Restaurants, LLC, Piccadilly Food Service, LLC, and Piccadilly Investments, LLC, Proposed by the Debtors and Yucaipa Corporate Initiatives Fund I, L.P., Dated as of July 8, 2013* [Docket No. 921], as amended or modified from time to time.

JJ. “Reorganized Debtors” shall have the same meaning as ascribed to it in the Plan.

KK. “Transfer” has the meaning set forth in 11 U.S.C. § 101(54).

LL. “You,” or “Your” means CMA, including its agents, representatives, members and all persons acting or purporting to act on its behalf.

MM. “Yucaipa” means Yucaipa Corporate Initiatives Fund I, L.P. and includes any Affiliates, companies, employees, agents, professionals, officer, directors, partners, members or any other person working on their behalf.

NN. “Yucaipa Advance” shall have the same meaning as ascribed to it in the Plan.

OO. “Yucaipa Advance Documents” shall have the same meaning as ascribed to it in the Plan.

PP. “Yucaipa Expense Claim” shall have the same meaning as ascribed to it in the Plan.

QQ. The words “and” and “or” shall be both conjunctive and disjunctive.

RR. All plural references herein to persons, things, acts or events shall include the singular, and any singular reference shall likewise include the plural. The use of any tense of any verb shall be considered to include also within its meaning all other tenses of the verb so used.

SS. The phrases “all documents relating to” and “all other documents relating to” mean and include all documents that in any manner or form relate in any way to the subject matter in question, including, without limitation, all documents that contain, record, reflect, summarize, evaluate, comment upon, or discuss the subject matter in question or that in any manner state the background of, or were the basis for, or relate to, record, evaluate, comment upon, or were referred to, relied upon, utilized, generated, transmitted, or received in arriving at conclusion(s), opinion(s), estimate(s), position(s), decision(s), belief(s), or assertion(s) concerning the subject matter in question.

TT. The term “concerning” is used herein in its broadest sense, and includes but is not limited to consisting of, referring to, comprises, reflects, discusses, underlies, comments upon, forms the basis for, analyses, or mentions the subject of.

UU. The word “any” includes the word “all,” and “all” includes the word “any.”

VV. Unless otherwise defined herein, capitalized terms shall have the meanings ascribed to them in the Plan and Disclosure Statement, as applicable.

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INSTRUCTIONS

1. Documents shall be produced in exactly the manner in which they were found, including file folders, tabulations or other forms or manner of organization. Further, all attachments to the Documents, whether stapled, paper-clipped or otherwise affixed, shall be produced and shall be attached to the Documents to which they relate in exactly the same manner in which they were found. All copies of Documents or items that are not identical to the originals by reason of handwritten comments, marginal notations, underlining or otherwise shall be produced in addition to the originals.

2. If there are no Documents in existence that are responsive to a particular paragraph of this request, Your response must include a statement to that effect. If Documents once existed in Your possession, custody or control, but are no longer in Your possession, custody or control for any reason, please identify the specific circumstances under which You lost possession, custody or control, and identify Your understanding of the Documents' current whereabouts, or the manner in which You disposed of the Documents.

3. In the event that any Document called for has been destroyed, discarded, or otherwise disposed of, Identify the Document by stating the following:

- a. its author or preparer;
- b. all addressee(s) to whom the Document was sent;
- c. the date the Document was created;
- d. the subject matter and content of the Document;
- e. the number of pages contained within the Document;
- f. whether any attachments or appendices were included with the Document;
- g. all Persons to whom the Document was distributed or shown;
- h. the date the Document was destroyed or other disposed of;
- i. the matter of destruction or other disposition;
- j. the reason for destruction or other disposition; and
- k. the Person destroying or disposing of the Document.

4. All Documents are to be produced which are in Your possession, custody or control, including Documents in the possession, custody, or control of Your attorneys, investigators, agents, employees, officers, accountants, independent contractors, subcontractors, consultants, experts or other representatives.

5. These requests are continuing. If You or any Person acting on Your behalf obtains additional Documents called for by these requests between the time of Your response and the time set for hearing, such Documents shall be promptly produced.

6. In responding to these requests for production of Documents, You are required to make a diligent search for all available Documents within Your actual and constructive possession, custody or control, and not merely such Documents within the personal possession of the individual answering these requests.

7. Where the context permits, a term's singular form shall include its plural form, and a term's plural form shall include its singular.

8. If any of the requested Documents fall within the scope of this Request for Production, but have not been produced because of any claim of privilege, please provide the following information as to each Document to which such claim is made:

- a. the date the Document was created;
- b. the name and address of its maker;
- c. the name and address of each Person who has seen and/or reviewed each such Document;
- d. the name and address of each Person listed as an addressee, whether as addressee or copied;
- e. a brief description of the subject matter of the Document;
- f. the nature of the privilege or immunity claimed; and
- g. a summary of all facts and circumstances upon which such a claim is based.

9. If an objection is made to any request contained herein, state for the item or category objected to:

- a. the specific ground for each objection; and
- b. a description of the subject matter of each responsive Document or item.

10. Unless otherwise specified, the relevant time period for each request set forth herein is between September 11, 2010 and the Petition Date.

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DOCUMENTS TO BE PRODUCED

Please produce the following Documents in Your possession, custody or control:

1. All Documents concerning or related to the Yucaipa Expense Claim and/or the Management Services Fee Claim, including but not limited to, any analysis thereof and Communications related thereto.

2. All Documents and Communications evidencing, related to or comprising any agreement to provide management services between You and/or Yucaipa and any of the Debtors, including, but not limited to the Limited Liability Company Agreement of Piccadilly Investments, LLC dated as of March 16, 2004, any amounts claimed to be owed by the Debtors thereunder, any services claimed to be provided pursuant thereto, and any amounts paid by the Debtors thereunder.

3. All Documents and Communications concerning or related to the Debtors' incurrence of unsecured debt.

4. All Documents and Communication relating to any actions in furtherance of corporate governance of any of the Debtors, including, but not limited to, any and all corporate, limited liability, membership and/or manager resolutions.

5. All Documents and Communications concerning or related to the Debtors' solvency (or lack thereof), including, but not limited to, any Documents and Communications between You and/or Yucaipa and any of the Debtors and/or their creditors, whether secured or unsecured, as well as any internal Documents and Communications in the possession, custody or control of You and/or Yucaipa.

6. All Documents and Communications evidencing or relating to the Debtors' failure to make payment under the Atalaya Loan Documents.

7. All Documents concerning or related to Yucaipa's, Your and/or the Debtors' efforts to market any Interests in any of the Debtors in connection with the Plan and/or the Yucaipa Advance, including any letters of intent, expressions of interest, offers, proposals, presentations, marketing pieces, teasers, agreements, drafts, modifications, amendments, riders, written and oral Communications and notes related thereto, including, but not limited to, any and all communications with investment bankers regarding the contribution of debt and/or equity by any Person to any of the Debtors.

8. All Documents and Communications concerning or related to the Plan and/or the Disclosure Statement, including any term sheets, agreements, exit proposals, plan support agreements, Plan Exhibits, drafts, modifications, amendments, riders, written and oral Communications and notes related thereto.

9. All Documents concerning, relating to or constituting any appraisals, valuations, fairness opinions or non-consolidation opinions regarding any of the Debtors' and/or their assets,

including any drafts, modifications, amendments, riders, written and oral Communications and notes related thereto.

10. All Documents concerning, relating to or constituting any term sheets, letters of intent, expressions of interest, and sale agreements concerning the sale of any of the Debtors' assets, including any marketing proposals, memoranda, teasers, confidentiality agreements, lists of parties contacted, agreements, drafts, modifications, amendments, riders, written and oral Communications and notes related thereto.

11. All Documents and Communications concerning or related to any Claims and/or Causes of Action the Debtors have or may have, including but not limited to, the following:

- a. All Documents and Communications concerning or related to any Claims and/or Causes of Action, including without limitation, the BP Tort Claims and the BP and Other Tort Claims.
- b. All Documents and Communications that refer or relate to the analysis of or discussions concerning the Documents identified in response to Request No. 10(a), including any drafts, modifications, written and oral Communications and notes related thereto.

12. All Documents and Communications concerning or related to the Atalaya Secured Claim and/or any Interests held by Yucaipa in any of the Debtors, including but not limited to, the following:

- a. All Documents and Communications concerning or related to the Atalaya Secured Claim.
- b. All Documents and Communications that refer or relate to the analysis of or discussions concerning the Documents identified in response to Request No. 11(a), including any valuations, agreements, drafts, modifications, written and oral Communications and notes related thereto.
- c. All Documents and Communications concerning or related to any and all Interests held by Yucaipa in any of the Debtors, including without limitation, any Interests designated in the Plan as PR Class 8, PFS Class 6 and PI Class 6.
- d. All Documents and Communications that refer or relate to the analysis of or discussions concerning the Documents identified in response to Request No. 11(c), including any valuations, agreements, drafts, modifications, written and oral Communications and notes related thereto.

13. All Documents concerning any pending and/or potential litigation against You and/or Yucaipa concerning or related to any of the Debtors and/or the Bankruptcy Cases,

including but not limited to, the Litigation Claims, any analysis thereof and Communications related thereto.

14. All Documents concerning or related to any valuation of the Debtors and/or any of the Debtors' assets prepared by FTI Consulting, Inc. ("FTI"), including any drafts, work papers, models, forecasts, modifications, amendments, riders, written and oral Communications and notes related thereto.

15. All Documents and Communications by and among You, Yucaipa, the Debtors and/or FTI concerning or related to the Debtors, their assets and/or the Bankruptcy Cases, including but not limited to, the Disclosure Statement, Plan, Claims, Interests, and any valuation of the Debtors and/or their assets.

16. All Documents and Communications between You, Yucaipa, the Debtors, or any other Person, concerning or related to the Debtors, their assets and/or the Bankruptcy Cases, including but not limited to, the Disclosure Statement, Plan, Claims, Interests (including any Interests held by You in one or more of the Debtors and any valuation(s) thereof), any valuation of the Debtors and/or their assets, the Yucaipa Advance, and the Management Services Fee Claim.

17. All Documents and Communications concerning or related to the Yucaipa Advance, including but not limited to, any analysis thereof, the Yucaipa Advance Documents, valuations, agreements, drafts, modifications, amendments, written and oral Communications and notes related thereto.

18. All Documents concerning or related to Yucaipa's, Your and/or the Debtors' efforts to market test the Yucaipa Advance, including any proposals, marketing pieces, presentations, correspondence, teasers, proposals, offers, letters of intent, expressions of interest, agreements, drafts, modifications, amendments, riders, written and oral Communications and notes related thereto.

19. All Documents concerning or related to any management or other fees owing to You and/or Yucaipa and accruing or accrued pre-Confirmation or post-Confirmation and/or any such fees earned by, paid to or waived by You and/or proposed repayment of the Yucaipa Advance, including but not limited to, any analysis thereof, agreements, work papers, records, ledgers, drafts, modifications, amendments, proposals, written and oral Communications and notes related thereto.

20. All Documents that concern or relate to the feasibility of the Plan as required by section 1129(a) of the Bankruptcy Code, including but not limited to, any Documents that support, tend to support or evidence the feasibility of the Plan, any analyses thereof, work papers, models, forecasts, budgets, studies, business plans, financial projections, estimates, reports and evaluations concerning working capital, liquidity, and solvency, and any drafts, modifications, agreements, amendments, riders, written and oral Communications and notes related thereto.

21. All Documents concerning or related to the Reorganized Debtors' corporate governance, managing members, officers, corporate existence, and re-vesting of assets in the Reorganized Debtors, including but not limited to, any incorporation documents, operating agreements, bylaws, resolutions, management agreements, agreements in general, minutes, board meeting minutes, consents, all state filings, Plan Documents, Plan Exhibits, accounts, records, ledgers, drafts, amendments, modifications, riders, written and oral Communications and notes related thereto.

22. All Documents concerning or related to any contracts or agreements entered into between You, Yucaipa and/or any of the Debtors after January 1, 2008, including drafts, modifications, amendments, riders, written and oral Communications and notes related thereto.

23. Any and all Documents You and/or Yucaipa intends to introduce as evidence at any hearings on approval of the Debtors' Disclosure Statement and/or Confirmation of the Debtors' Plan.

24. All Documents and Communications concerning or related to, whether directly or indirectly, any existing or contemplated debt and/or equity investment(s) in any of the Debtors after January 1, 2008, including but not limited to, the following:

- (a) All Documents and Communications between You and any one or more of the following: (i) any vendors of the Debtors; (ii) Atalaya; (iii) the Debtors or any of their advisors, including but not limited to, Thomas J. Sandeman and FTI; (iv) any investment banker retained by You or by any of the Debtors; (v) Yucaipa; and (vi) any internal Documents and Communications concerning or related to any of the foregoing
- (b) All internal Documents and Communications concerning same.
- (c) All Documents concerning or related to any financial models, projections, scenarios, work papers, models, forecasts, budgets, studies, business plans, financial projections, estimates, reports and evaluations, and any drafts, modifications, agreements, amendments, riders, written and oral Communications and notes related thereto.
- (d) All Documents concerning or related to any presentations, proposals and/or meeting notes to any of Yucaipa's and/or Your investment committees, deal committees or any such similar board, group or committee, including but not limited to, any meeting minutes, resolutions, agreements, drafts, modifications, amendments, written and oral Communications and notes related thereto.
- (e) All Documents concerning or related to any existing or potential investment and/or Plan transaction, any financial models, projections, scenarios, work papers, models, forecasts, budgets, studies, business plans, financial projections, estimates, reports and evaluations, and any drafts,

modifications, agreements, amendments, riders, written and oral Communications and notes related thereto.

- (f) All Documents concerning or related to any internal or external valuations or indications of value performed by the Debtors and/or any its advisors or related to Yucaipa's investment in any of the Debtors, including any financial models, projections, scenarios, work papers, models, forecasts, budgets, studies, business plans, financial projections, estimates, reports and evaluations, and any drafts, modifications, agreements, amendments, riders, written and oral Communications and notes related thereto.
- (g) All Documents and Communications concerning or related to any Cash received by You and/or Yucaipa from the Debtors.
- (h) All Documents and Communications by and between You, Yucaipa and/or Atalaya, including but not limited to, any term sheets, letters of intent, financial models, assumptions about the Debtors' businesses, forecasts, budgets, work papers, scenarios, projections, business plans, studies, estimates, reports and evaluations, agreements, and any drafts, modifications, amendments, riders, and notes related thereto.

25. All Documents and Communications concerning or related to the failure of the Debtors to timely pay all amounts due and owing to Atalaya under the Atalaya Loan Documents.

26. All Documents and Communications concerning or related to Your and/or Yucaipa's engaging Latham & Watkins LLP and any other bankruptcy counsel in connection with the Bankruptcy Cases.

27. All Documents and Communications concerning or related to any services provided by You and/or Yucaipa to the Debtors in exchange for any management or other fees, including the Management Services Fee Claim, any agreements, drafts, amendments, modifications, riders and notes related thereto.

28. All Documents and Communications concerning or related to any new or additional debt incurred by the Debtors, including but not limited to, any agreements, contracts, security interests, term sheets, drafts, amendments, modifications, and any notes related thereto.

29. All Documents concerning or related to the Administrator and/or the Disbursing Agent, including but not limited to, any agreements, drafts, modifications, riders, written and oral Communications and notes related thereto.

30. All Documents concerning or related to the General Unsecured Claim Note, including but limited to, the General Unsecured Claim Note Documents and any agreements, pledges, drafts, modifications, riders, written and oral Communications and notes related thereto.

31. All Documents and Communications concerning or related to the General Unsecured Distribution Account, including but not limited to, any agreements, records, statements, drafts, modifications, riders, written and oral Communications and notes related thereto.

32. All Documents concerning or related to the Intermediate Holdco's corporate governance, managing members, officers, directors, corporate existence, including but not limited to, any incorporation documents, operating agreements, bylaws, resolutions, management agreements, agreements in general, minutes, board meeting minutes, consents, all state filings, Plan Documents, Plan Exhibits, accounts, records, ledgers, drafts, amendments, modifications, riders, written and oral Communications and notes related thereto.

33. All Documents and Communications concerning or related to the Intermediate Holdco Equity Interests, including but not limited to, any valuations, agreements, pledges, state filings, drafts, modifications, written and oral Communications and notes related thereto.

34. All Documents concerning or related to the New Atalaya Secured Note, including but not limited to, any agreements, security instruments, state filings, drafts, amendments, modifications, riders, written and oral Communications and notes related thereto.

35. All Documents concerning or related to any insurance policies held by You and/or Yucaipa relating in any way to the Debtors, the management of the Debtors, or the control of the Debtors.

36. All Documents and Communications by and among You, Yucaipa the Debtors and/or Atalaya concerning or related to the exercise of any remedies by Atalaya under the Atalaya Loan Documents, including but not limited to, foreclosure on the Debtors' assets.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the *SUBPOENA IN A CASE UNDER THE BANKRUPTCY CODE* and *NOTICE OF DEPOSITION AND REQUEST FOR PRODUCTION OF DOCUMENTS* (upon California Management Associates, LLC), was served by email and by regular U.S. Mail, postage prepaid, upon the following on July 10, 2013:

R. Patrick Vance

Email: pvance@joneswalker.com

Elizabeth J. Futrell

Email: efutrell@joneswalker.com

Mark A. Mintz

Email: mmintz@joneswalker.com

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and Atalaya Special Opportunities Fund
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Gail Bowen McCulloch

Email: Gail.McCulloch@usdoj.gov

OFFICE OF THE UNITED STATES TRUSTEE

300 Fannin Street, Suite 3196

Shreveport, Louisiana 71101

Office of the United States Trustee

/s/ Shari L. Heyen

Shari L. Heyen

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF LOUISIANA, LAFAYETTE DIVISION
(ISSUED IN THE CENTRAL DISTRICT OF CALIFORNIA)

In re **PICCADILLY RESTAURANTS, LLC, et al.**

**SUBPOENA IN A CASE UNDER
THE BANKRUPTCY CODE**

Case No. * 12-51127 (Pending in the Western
District of Louisiana)

To: **DEREX WALKER**
C/o Yucaipa Corporate Initiatives Fund I, L.P.,
by and through its attorney of record, Robert A. Klyman,
Latham & Watkins, LLP, 355 South Grand Avenue,
Los Angeles, CA 90071

Chapter 11

☐ YOU ARE COMMANDED to appear in the United States Bankruptcy Court at the place, date, and time specified below to testify in the above case.

PLACE OF TESTIMONY

COURTROOM

DATE AND TIME

☒ YOU ARE COMMANDED to appear at the place, date, and time specified below to testify at the taking of a deposition in the above case.

PLACE OF DEPOSITION **Greenberg Traurig, LLP**
1840 Century Park East, Suite 1900
Los Angeles, CA 90067

DATE AND TIME

July 30, 2013 at 9:00 a.m.

☐ YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects at the place, date, and time specified below (list documents or objects):

PLACE

DATE AND TIME

☐ YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified below.

PREMISES

DATE AND TIME

Any organization not a party to this proceeding that is subpoenaed for the taking of a deposition shall designate one or more officers, directors, or managing agents, or other persons who consent to testify on its behalf, and may set forth, for each person designated, the matters on which the person will testify. Rule 30(b)(6), Federal Rules of Civil Procedure, made applicable in bankruptcy cases and proceedings by Rules 1018, 7030, and 9014, Federal Rules of Bankruptcy Procedure.

ISSUING OFFICER'S NAME, ADDRESS, AND PHONE NUMBER

DATE

 Attorney for The Creditors' Committee

7/10/13

ISSUING OFFICER'S NAME, ADDRESS, AND PHONE NUMBER **Adam M. Starr, Esq., Greenberg Traurig, LLP, 1840 Century Park East, Suite 1900**
Los Angeles, California 90067 Telephone: (310) 586-7700

* If the bankruptcy case is pending in a district other than the district in which the subpoena is issued, state the district under the case number.

PROOF OF SERVICE

SERVED	DATE	PLACE
SERVED ON (PRINT NAME)		MANNER OF SERVICE
SERVED BY (PRINT NAME)		TITLE

DECLARATION OF SERVER

I declare under penalty of perjury under the laws of the United States of America that the foregoing information contained in the Proof of Service is true and correct.

Executed on

DATE

SIGNATURE OF SERVER

ADDRESS OF SERVER

Rule 45, Federal Rules of Civil Procedure, Subdivisions (c), (d), and (e), as amended on December 1, 2007, made applicable in cases under the Bankruptcy Code by Rule 9016, Federal Rules of Bankruptcy Procedure:

(c) Protecting a Person Subject to a Subpoena.

(1) **Avoiding Undue Burden or Expense; Sanctions.** A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The issuing court must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) **Command to Produce Materials or Permit Inspection.**

(A) **Appearance Not Required.** A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) **Objections.** A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the issuing court for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) **Quashing or Modifying a Subpoena.**

(A) **When Required.** On timely motion, the issuing court must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person who is neither a party nor a party's officer to travel more than 100 miles from where that person resides, is employed, or regularly transacts business in person — except that, subject to Rule 45(c)(3)(B)(iii), the person may be commanded to attend a trial by traveling from any such place within the state where the trial is held;

(iii) requires disclosure of privileged or other protected matter, if no

exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) **When Permitted.** To protect a person subject to or affected by a subpoena, the issuing court may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or

commercial information;

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party; or

(iii) a person who is neither a party nor a party's officer to incur substantial expense to travel more than 100 miles to attend trial.

(C) **Specifying Conditions as an Alternative.** In the circumstances described in Rule 45(c)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be

otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(d) Duties in Responding to a Subpoena.

(1) **Producing Documents or Electronically Stored Information.** These procedures apply to producing documents or electronically stored information:

(A) **Documents.** A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) **Form for Producing Electronically Stored Information Not Specified.** If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) **Electronically Stored Information Produced in Only One Form.** The person responding need not produce the same electronically stored information in more than one form.

(D) **Inaccessible Electronically Stored Information.** The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) **Claiming Privilege or Protection.**

(A) **Information Withheld.** A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) **Information Produced.** If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information to the court under seal for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

(e) Contempt.

The issuing court may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena. A nonparty's failure to obey must be excused if the subpoena purports to require the nonparty to attend or produce at a place outside the limits of Rule 45(c)(3)(A)(ii).

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

In re:)	
	)	Chapter 11
PICCADILLY RESTAURANTS, LLC;)	
PICCADILLY FOOD SERVICE, LLC; and	)	Case No. 12-51127
PICCADILLY INVESTMENTS, LLC,)	
	)	Jointly Administered
Debtors.)	

**NOTICE OF DEPOSITION AND ISSUANCE OF SUBPOENA UPON
DEREX WALKER**

PLEASE TAKE NOTICE THAT, as authorized by Rules 30(b) and 45 of the Federal Rules of Civil Procedure (the “Federal Rules”), made applicable by Rules 9014, 9016 and 7030 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), counsel to the Official Committee of Unsecured Creditors (the “Committee”) of the Piccadilly Restaurants, LLC and its affiliated debtors and debtors-in-possession (collectively, the “Debtors”) in the above-captioned chapter 11 cases (the “Cases”) will take the deposition upon oral examination of Derex Walker by deposing Mr. Walker in connection with the Debtors’ *Disclosure Statement for the Joint Chapter 11 Plan of Reorganization of Piccadilly Restaurants, LLC, Piccadilly Food Service, LLC, and Piccadilly Investments, LLC, Proposed by the Debtors and Yucaipa Corporate Initiatives Fund I, L.P., Dated as of July 8, 2013* [Docket No. 920] (as amended or modified from time to time, the “Disclosure Statement”) and *Joint Chapter 11 Plan of Reorganization of Piccadilly Restaurants, LLC, Piccadilly Food Service, LLC, and Piccadilly Investments, LLC, Proposed by the Debtors and Yucaipa Corporate Initiatives Fund I, L.P., Dated as of July 8, 2013* [Docket No. 921] (as amended or modified from time to time, the “Plan”).

PLEASE TAKE FURTHER NOTICE THAT the deposition will be held on July 30, 2013 at 9:00 a.m. (Pacific Time) at the offices of Greenberg Traurig, LLP, 1840 Century Park East, Suite 1900, Los Angeles, CA 90067, or as otherwise agreed to by the parties in writing. The deposition(s) shall be taken before a notary public or other officer authorized by law to administer oaths and may be recorded by stenographic, audiographic and videotaped means. The deposition(s) shall continue from day to day thereafter (Saturdays, Sundays, and holidays excluded), or as otherwise agreed by the parties, until completed.

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***Counsel for the Official Committee of
Unsecured Creditors***

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the *SUBPOENA IN A CASE UNDER THE BANKRUPTCY CODE* and *NOTICE OF DEPOSITION AND ISSUANCE OF SUBPOENA UPON DEREK WALKER*, was served by email and by regular U.S. Mail, postage prepaid, upon the following on July 10, 2013:

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OFFICE OF THE UNITED STATES TRUSTEE

300 Fannin Street, Suite 3196

Shreveport, Louisiana 71101

Office of the United States Trustee

/s/ Shari L. Heyen

Shari L. Heyen

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF LOUISIANA, LAFAYETTE DIVISION
(ISSUED IN THE CENTRAL DISTRICT OF CALIFORNIA)

In re **PICCADILLY RESTAURANTS, LLC, et al.**

**SUBPOENA IN A CASE UNDER
THE BANKRUPTCY CODE**

Case No. * 12-51127 (Pending in the Western
District of Louisiana)

To: **BRADFORD NUGENT**
C/o Yucaipa Corporate Initiatives Fund I, L.P.,
by and through its attorney of record, Robert A. Klyman,
Latham & Watkins, LLP, 355 South Grand Avenue,
Los Angeles, CA 90071

Chapter 11

☐ YOU ARE COMMANDED to appear in the United States Bankruptcy Court at the place, date, and time specified below to testify in the above case.

PLACE OF TESTIMONY

COURTROOM

DATE AND TIME

☒ YOU ARE COMMANDED to appear at the place, date, and time specified below to testify at the taking of a deposition in the above case.

PLACE OF DEPOSITION

Greenberg Traurig, LLP
1840 Century Park East, Suite 1900
Los Angeles, CA 90067

DATE AND TIME

July 30, 2013 at 2:00 p.m.

☐ YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects at the place, date, and time specified below (list documents or objects):

PLACE

DATE AND TIME

☐ YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified below.

PREMISES

DATE AND TIME

Any organization not a party to this proceeding that is subpoenaed for the taking of a deposition shall designate one or more officers, directors, or managing agents, or other persons who consent to testify on its behalf, and may set forth, for each person designated, the matters on which the person will testify. Rule 30(b)(6), Federal Rules of Civil Procedure, made applicable in bankruptcy cases and proceedings by Rules 1018, 7030, and 9014, Federal Rules of Bankruptcy Procedure.

ISSUING OFFICER'S SIGNATURE AND TITLE

DATE

Attorney for The Creditors' Committee**July 10, 2013**

ISSUING OFFICER'S NAME, ADDRESS, AND PHONE NUMBER **Adam M. Starr, Esq., Greenberg Traurig, LLP, 1840 Century Park East, Suite 1900**
Los Angeles, California 90067 Telephone: (310) 586-7700

* If the bankruptcy case is pending in a district other than the district in which the subpoena is issued, state the district under the case number.

PROOF OF SERVICE

SERVED	DATE	PLACE
SERVED ON (PRINT NAME)		MANNER OF SERVICE
SERVED BY (PRINT NAME)		TITLE

DECLARATION OF SERVER

I declare under penalty of perjury under the laws of the United States of America that the foregoing information contained in the Proof of Service is true and correct.

Executed on

DATE

SIGNATURE OF SERVER

ADDRESS OF SERVER

Rule 45, Federal Rules of Civil Procedure, Subdivisions (c), (d), and (e), as amended on December 1, 2007, made applicable in cases under the Bankruptcy Code by Rule 9016, Federal Rules of Bankruptcy Procedure:

(c) Protecting a Person Subject to a Subpoena.

(1) **Avoiding Undue Burden or Expense; Sanctions.** A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The issuing court must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) **Command to Produce Materials or Permit Inspection.**

(A) **Appearance Not Required.** A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) **Objections.** A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the issuing court for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) **Quashing or Modifying a Subpoena.**

(A) **When Required.** On timely motion, the issuing court must quash or modify a subpoena that:

- (i) fails to allow a reasonable time to comply;
- (ii) requires a person who is neither a party nor a party's officer to travel more than 100 miles from where that person resides, is employed, or regularly transacts business in person — except that, subject to Rule 45(c)(3)(B)(iii), the person may be commanded to attend a trial by traveling from any such place within the state where the trial is held;
- (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
- (iv) subjects a person to undue burden.

(B) **When Permitted.** To protect a person subject to or affected by a subpoena, the issuing court may, on motion, quash or modify the subpoena if it requires:

- (i) disclosing a trade secret or other confidential research, development, or commercial information;
- (ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party; or
- (iii) a person who is neither a party nor a party's officer to incur substantial expense to travel more than 100 miles to attend trial.

(C) **Specifying Conditions as an Alternative.** In the circumstances described in Rule 45(c)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

- (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
- (ii) ensures that the subpoenaed person will be reasonably compensated.

(d) Duties in Responding to a Subpoena.

(1) **Producing Documents or Electronically Stored Information.** These procedures apply to producing documents or electronically stored information:

(A) **Documents.** A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) **Form for Producing Electronically Stored Information Not Specified.** If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) **Electronically Stored Information Produced in Only One Form.** The person responding need not produce the same electronically stored information in more than one form.

(D) **Inaccessible Electronically Stored Information.** The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) **Claiming Privilege or Protection.**

(A) **Information Withheld.** A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

- (i) expressly make the claim; and
- (ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) **Information Produced.** If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information to the court under seal for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

(e) Contempt.

The issuing court may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena. A nonparty's failure to obey must be excused if the subpoena purports to require the nonparty to attend or produce at a place outside the limits of Rule 45(c)(3)(A)(ii).

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

In re:)	
	)	Chapter 11
PICCADILLY RESTAURANTS, LLC;)	
PICCADILLY FOOD SERVICE, LLC; and	)	Case No. 12-51127
PICCADILLY INVESTMENTS, LLC,)	
	)	Jointly Administered
Debtors.)	

**NOTICE OF DEPOSITION AND ISSUANCE OF SUBPOENA UPON
BRADFORD NUGENT**

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***Counsel for the Official Committee of
Unsecured Creditors***

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Office of the United States Trustee

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