



CLERK, U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS

ENTERED

THE DATE OF ENTRY IS ON
THE COURT'S DOCKET

The following constitutes the ruling of the court and has the force and effect therein described.

Signed April 22, 2021

Hay G. C. Gomez
United States Bankruptcy Judge

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

In re:	§	Chapter 11
FRESH ACQUISITIONS, LLC, <i>et al.</i> , ¹	§	Case No. 21-30721 (SGJ)
Debtors.	§	(Jointly Administered)
	§	Re: Docket No. 8

INTERIM ORDER (I) AUTHORIZING THE DEBTORS TO CONTINUE TO OPERATE THEIR CASH MANAGEMENT SYSTEM AND PERFORM INTERCOMPANY TRANSACTIONS, AND (II) GRANTING RELATED RELIEF

Upon the motion (the "Motion")² of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of an order (this "Order"): (a) authorizing the Debtors to continue to operate their Cash Management System and continue to perform the Intercompany

¹ The Debtors in these chapter 11 cases and the last four digits of each Debtor's taxpayer identification number are as follows: Alamo Fresh Payroll, LLC (1590); Fresh Acquisitions, LLC (2795); Alamo Ovation, LLC (9002); Buffets LLC (2294); Hometown Buffet, Inc. (3002); Tahoe Joe's Inc. (7129); OCB Restaurant Company, LLC (7607); OCB Purchasing, Co. (7610); Ryan's Restaurant Group, LLC (7895); Fire Mountain Restaurants, LLC (8003); Food Management Partners, Inc. (7374); FMP SA Management Group, LLC (3031); FMP-Fresh Payroll, LLC (8962); FMP-Ovation Payroll, LLC (1728); and Alamo Buffets Payroll, LLC (0998). The Debtors' principal offices are located at 2338 N. Loop 1604 W., Suite 350, San Antonio TX, 78248, United States.

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion.

Transactions consistent with historical practice; and (b) granting related relief; all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Motion is granted on an interim basis as set forth herein.
2. The final hearing (the "Final Hearing") on the Motion shall be held on May 6, 2021, at 9:30 a.m., prevailing Central Time. Any objections or responses to entry of a final order on the Motion shall be filed on or before 5:00 p.m., prevailing Central Time, on May 4, 2021.
3. The Debtors are authorized, but not directed, to: (a) continue operating the Cash Management System, and Bank Accounts and Business Forms as described in the Motion in the ordinary course of business and consistent with the Debtors' historical practice; (b) honor their prepetition obligations related thereto, including the Bank Fees; and (c) continue to perform Intercompany Transactions consistent with historical practice.

4. The Debtors are authorized, but not directed, to: (a) designate, maintain, close, and continue to use their existing Bank Accounts, including, but not limited to, the Bank Accounts identified on Exhibit A to the Motion, in the names and with the account numbers existing immediately before the Petition Date; (b) deposit funds in, and withdraw funds from, the Bank Accounts by all usual means, including checks, wire transfers, ACH transfers, and other debits; (c) treat their prepetition Bank Accounts for all purposes as debtor-in-possession accounts; (d) pay any ordinary course Bank Fees incurred in connection with the Bank Accounts; and (e) open new debtor in possession bank accounts as needed at banks that have executed a Uniform Depository Agreement with the U.S. Trustee or banks that are willing to immediately execute one; *provided, however*, that the Debtors shall give notice to the U.S. Trustee and any statutory committees appointed in these chapter 11 cases prior to opening or closing a bank account.

5. The Debtors are authorized to use all correspondence and other Business Forms (including, without limitation, letterhead, purchase orders, and invoices) substantially in the forms existing immediately prior to the Petition Date, without reference to the Debtors' status as debtors in possession.

6. The Cash Management Banks are authorized to continue to maintain, service, and administer the Bank Accounts as accounts of the Debtors as debtors in possession, without disruption and in the ordinary course of business, and to receive, process, honor, and pay, to the extent of available funds, any and all checks, drafts, wires, credit card payments, and ACH transfers issued and drawn on the Bank Accounts after the Petition Date by the holders or makers thereof, as the case may be.

7. To the extent any of the Debtors' Bank Accounts are not in compliance with 11 U.S.C. § 345(b) or any of the U.S. Trustee's requirements or guidelines, the Debtors shall have

a period of 30 days from the date of entry of this Order (or such additional time to which the U.S. Trustee may agree) to either bring such Bank Accounts into compliance with section 345(b) of the Bankruptcy Code or to make such other arrangements as are agreed to by the U.S. Trustee or approved by the Court; *provided* that nothing in the foregoing shall prevent the Debtors or the U.S. Trustee from seeking further relief from the Court to the extent such an arrangement cannot be reached within that time period (or such other period as agreed to by the Debtors and the U.S. Trustee). The Debtors may obtain a further extension of the 30-day period referenced above by written stipulation with the U.S. Trustee and filing such stipulation on the Court's docket without the need for further Court order.

8. For banks at which the Debtors hold bank accounts that are party to a depository agreement with the U.S. Trustee for the Northern District of Texas, within fifteen (15) days of the entry of this Order the Debtors shall (a) contact each bank, (b) provide the bank with each of the Debtors' employer identification numbers, (c) identify each of its bank accounts held at such bank(s) as being held by a debtor in possession in a bankruptcy case, and (d) provide the bankruptcy case number.

9. Subject to the terms hereof, the Debtors are authorized to open any new Bank Accounts or close any existing Bank Accounts and enter into any ancillary agreements including new deposit account control agreements, related to the foregoing, as they may deem necessary and appropriate; *provided, however*, that opening such new Bank Accounts are subject to the conditions in paragraph 3 of this Order.

10. The relief granted in this Order is extended to any new bank account opened by the Debtors after the date hereof, which account shall be deemed a Bank Account, and to the bank at which such account is opened, which bank shall be deemed a Cash Management Bank.

11. The Debtors are authorized to promptly place stop payments on any unauthorized prepetition checks or ACH payments that should not be honored by a Cash Management Bank. Any Cash Management Banks that are provided with notice of this Order shall not honor or pay any bank payments drawn on any listed Bank Accounts or otherwise issued before the Petition Date for which the Debtors specifically issue stop payment orders in accordance with the documents governing such Bank Accounts.

12. The Debtors' Cash Management Banks are authorized to debit the Debtors' Bank Accounts in the ordinary course of business without the need for further order of this Court for all checks drawn on the Debtors' account; *provided, however*, that no checks issued against the Debtors prior to the commencement of these chapter 11 cases shall be honored except as otherwise authorized by order of this Court and directed by the Debtors. The Cash Management Banks are authorized to debit the Debtors' Bank Accounts in the ordinary course of business, without further order of this Court, for all checks drawn on the Debtors' accounts which are cashed at the Cash Management Banks' counters or exchanged for cashier's checks by the payees thereof prior to the Petition Date

13. The Cash Management Banks are authorized, without further order of this Court, to charge back to the appropriate accounts of the Debtors any amounts (including any fees and costs associated with the same) resulting from returned checks or other returned items, including returned items that result from ACH transactions, wire transfers, or other electronic transfers of any kind, regardless of whether such returned items were deposited or transferred prepetition or postpetition and regardless of whether the returned items relate to prepetition or postpetition items or transfers.

14. Subject to the terms set forth herein, any bank, including the Cash Management Banks, may rely upon the representations of the Debtors with respect to whether any check, draft, wire, or other transfer drawn or issued by the Debtors prior to the Petition Date should be honored pursuant to any order of this Court, and no bank that honors a prepetition check or other item drawn on any account that is the subject of this Order (a) at the direction of the Debtors, (b) in a good faith belief that this Court has authorized such prepetition check or item to be honored, or (c) as a result of a mistake made despite implementation of reasonable customary handling procedures, shall be deemed to be nor shall be liable to the Debtors, their estates, or any other party on account of such prepetition check or other item being honored postpetition, or otherwise deemed to be in violation of this Order.

15. Any banks, including the Cash Management Banks, are further authorized to honor the Debtors' directions with respect to the opening and closing of any Bank Account and accept and hold the Debtors' funds in accordance with the Debtors' instructions; *provided* that the Cash Management Banks shall not have any liability to any party for relying on such representations to the extent such reliance otherwise complies with applicable law.

16. Those certain existing deposit agreements between the Debtors and the Cash Management Banks shall continue to govern the postpetition cash management relationship between the Debtors and the Cash Management Banks, and all of the provisions of such agreements, including, without limitation, the termination and fee provisions, shall remain in full force and effect.

17. The Debtors are authorized to continue engaging in Intercompany Transactions in the ordinary course of business. All postpetition payments from a Debtor under any postpetition

Intercompany Transactions authorized hereunder are hereby accorded administrative expense status under section 503(b) of the Bankruptcy Code.

18. Nothing contained in the Motion or this Order shall be construed to (a) create or perfect, in favor of any person or entity, any interest in cash of a Debtor that did not exist as of the Petition Date or (b) alter or impair the validity, priority, enforceability, or perfection of any security interest or lien, in favor of any person or entity, that existed as of the Petition Date.

19. Notwithstanding the relief granted in this Order, any payment made by the Debtors pursuant to the authority granted herein shall be subject to and in compliance with the Approved Budget, the Court's *Interim Order (I) Authorizing the Debtors to (A) Obtain Postpetition Financing and (B) Utilize Cash Collateral, (II) Granting Liens and Superpriority Administrative Expense Claims, (III) Granting Adequate Protection, (IV) Modifying the Automatic Stay, (V) Scheduling a Final Hearing, and (VI) Granting Related Relief*, and any final order entered by the Court in connection therewith.

20. Notwithstanding the relief granted in this Order and any actions taken pursuant to such relief, nothing in this Order shall be deemed: (a) an admission as to the amount of, basis for, or validity of any claim against a Debtor entity under the Bankruptcy Code or other applicable non-bankruptcy law; (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Order or the Motion or a finding that any particular claim is an administrative expense claim or other priority claim; (e) a request or authorization to assume, adopt, or reject any prepetition agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property

of the Debtors' estates; (g) a waiver or limitation of the Debtors' or any other party in interest's rights under the Bankruptcy Code or any other applicable law; or (h) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens.

21. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized to receive, process, honor, and pay all such checks and electronic payment requests when presented for payment, whether such checks or other requests were submitted prior to, or after, the Petition Date, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Order.

22. The Debtors are authorized, but not directed, to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored as a consequence of these chapter 11 cases with respect to prepetition amounts that are authorized to be paid in connection with the relief granted herein.

23. The requirements of Bankruptcy Rule 6003(b) for emergency relief are satisfied.

24. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

25. Notwithstanding any Bankruptcy Rule to the contrary, the terms and conditions of this Order are immediately effective and enforceable upon its entry.

26. The Debtors are authorized to take all reasonable actions necessary to effectuate the relief granted in this Order in accordance with the Motion.

27. As soon as practicable after entry of this Order, the Debtors shall serve a copy of this Order on the Cash Management Banks.

28. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

END OF ORDER

Submitted by:

Jason S. Brookner
Texas Bar No. 24033684
Aaron M. Kaufman
Texas Bar No. 24060067
Amber M. Carson
Texas Bar No. 24075610

GRAY REED

1601 Elm Street, Suite 4600
Dallas, Texas 75201

Telephone: (214) 954-4135

Facsimile: (214) 953-1332

Email: jbrookner@grayreed.com
akaufman@grayreed.com
acarson@grayreed.com

**PROPOSED COUNSEL TO THE
DEBTORS AND DEBTORS IN POSSESSION**

United States Bankruptcy Court
Northern District of Texas

In re:
Fresh Acquisitions, LLC
Debtor

Case No. 21-30721-sgj
Chapter 11

CERTIFICATE OF NOTICE

District/off: 0539-3
Date Rcvd: Apr 23, 2021

User: jblanco
Form ID: pdf025

Page 1 of 4
Total Noticed: 8

The following symbols are used throughout this certificate:

Symbol	Definition
+	Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Apr 25, 2021:

Recip ID	Recipient Name and Address
db	+ Fresh Acquisitions, LLC, 2338 N. Loop 1604 W., Suite 350, San Antonio, TX 78248-4544
cr	+ Arlington ISD, C/O Perdue Brandon Fielder et al, 500 East Border Street, Suite 640, Arlington, TX 76010-7457
cr	+ Bexar County, c/o Don Stecker, 112 E. Pecan Street, Suite 2200, San Antonio, TX 78205-1588
cr	+ City of Garland, c/o Perdue Brandon Fielder et al, 1919 S Shiloh Rd, Suite 310, LB 40, Garland, TX 75042-8234
cr	+ Dallas County, Linebarger Goggan Blair & Sampson LLP, c/o Laurie A. Spindler, 2777 N. Stemmons Frwy Suite 1000, Dallas, TX 75207 UNITED STATES 75207-2328
cr	+ Garland ISD, c/o Perdue Brandon Fielder et al, 1919 S Shiloh Rd, Ste 310, LB 40, Garland, TX 75042-8234
cr	+ Plano ISD, c/o Perdue Brandon Fielder et al, 1919 S. Shiloh Road, Suite 310, LB 40, Garland, TX 75042-8234
intp	State of Texas, c/o The Texas Attorney General's Office, Bankruptcy & Collections Division, P. O. Box 12548, MC-008, Austin, TX 78711-2548

TOTAL: 8

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI).

NONE

BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, *duplicate of an address listed above, *P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

NONE

NOTICE CERTIFICATION

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

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Apr 25, 2021

Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on April 23, 2021 at the address(es) listed below:

Name	Email Address
Aaron Michael Kaufman	on behalf of Jointly Administered Party/Debtor Alamo Fresh Payroll LLC akaufman@grayreed.com, mhage@grayreed.com
Aaron Michael Kaufman	on behalf of Jointly Administered Party/Debtor Alamo Buffets Payroll LLC akaufman@grayreed.com, mhage@grayreed.com
Aaron Michael Kaufman	

District/off: 0539-3
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on behalf of Jointly Administered Party/Debtor Fire Mountain Restaurants LLC akaufman@grayreed.com, mhage@grayreed.com

Aaron Michael Kaufman
on behalf of Jointly Administered Party/Debtor Alamo Ovation LLC akaufman@grayreed.com, mhage@grayreed.com

Aaron Michael Kaufman
on behalf of Debtor Fresh Acquisitions LLC akaufman@grayreed.com, mhage@grayreed.com

Aaron Michael Kaufman
on behalf of Jointly Administered Party/Debtor Hometown Buffet Inc. akaufman@grayreed.com, mhage@grayreed.com

Aaron Michael Kaufman
on behalf of Jointly Administered Party/Debtor OCB Purchasing Co. akaufman@grayreed.com, mhage@grayreed.com

Aaron Michael Kaufman
on behalf of Jointly Administered Party/Debtor FMP-Ovation Payroll LLC akaufman@grayreed.com, mhage@grayreed.com

Aaron Michael Kaufman
on behalf of Jointly Administered Party/Debtor OCB Restaurant Company LLC akaufman@grayreed.com, mhage@grayreed.com

Aaron Michael Kaufman
on behalf of Jointly Administered Party/Debtor FMP-Fresh Payroll LLC akaufman@grayreed.com, mhage@grayreed.com

Aaron Michael Kaufman
on behalf of Jointly Administered Party/Debtor Ryan's Restaurant Group LLC akaufman@grayreed.com, mhage@grayreed.com

Aaron Michael Kaufman
on behalf of Jointly Administered Party/Debtor Buffets LLC akaufman@grayreed.com, mhage@grayreed.com

Aaron Michael Kaufman
on behalf of Jointly Administered Party/Debtor FMP SA Management Group LLC akaufman@grayreed.com, mhage@grayreed.com

Aaron Michael Kaufman
on behalf of Jointly Administered Party/Debtor Food Management Partners Inc. akaufman@grayreed.com, mhage@grayreed.com

Aaron Michael Kaufman
on behalf of Jointly Administered Party/Debtor Tahoe Joe's Inc. akaufman@grayreed.com mhage@grayreed.com

Amber Michelle Carson
on behalf of Jointly Administered Party/Debtor OCB Restaurant Company LLC acarson@grayreed.com

Amber Michelle Carson
on behalf of Jointly Administered Party/Debtor FMP SA Management Group LLC acarson@grayreed.com

Amber Michelle Carson
on behalf of Jointly Administered Party/Debtor OCB Purchasing Co. acarson@grayreed.com

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on behalf of Debtor Fresh Acquisitions LLC acarson@grayreed.com

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on behalf of Jointly Administered Party/Debtor Fire Mountain Restaurants LLC acarson@grayreed.com

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on behalf of Jointly Administered Party/Debtor FMP-Ovation Payroll LLC acarson@grayreed.com

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on behalf of Jointly Administered Party/Debtor Buffets LLC acarson@grayreed.com

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on behalf of Jointly Administered Party/Debtor Hometown Buffet Inc. acarson@grayreed.com

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on behalf of Jointly Administered Party/Debtor Alamo Fresh Payroll LLC acarson@grayreed.com

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Diane W. Sanders
on behalf of Creditor City of McAllen austin.bankruptcy@publicans.com

Diane W. Sanders
on behalf of Creditor Hidalgo County austin.bankruptcy@publicans.com

Donald Paul Stecker
on behalf of Creditor Bexar County don.stecker@lgbs.com

Eboney D. Cobb
on behalf of Creditor Arlington ISD ecobb@pbfc.com ecobb@pbfc.com;ecobb@ecf.inforuptcy.com

J. Michael Sutherland
on behalf of Interested Party VitaNova Brands LLC msutherland@ccsb.com, lsparks@ccsb.com

Jason B. Binford
on behalf of Interested Party State of Texas JASON.BINFORD@OAG.TEXAS.GOV

Jason S. Brookner
on behalf of Jointly Administered Party/Debtor Fire Mountain Restaurants LLC jbrookner@grayreed.com, lwebb@grayreed.com;acarson@grayreed.com;cpatterson@grayreed.com

Jason S. Brookner
on behalf of Jointly Administered Party/Debtor Alamo Ovation LLC jbrookner@grayreed.com, lwebb@grayreed.com;acarson@grayreed.com;cpatterson@grayreed.com

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on behalf of Debtor Fire Mountain Restaurants LLC jbrookner@grayreed.com, lwebb@grayreed.com;acarson@grayreed.com;cpatterson@grayreed.com

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Jason S. Brookner
on behalf of Debtor Tahoe Joe's Inc. jbrookner@grayreed.com, lwebb@grayreed.com;acarson@grayreed.com;cpatterson@grayreed.com

Jason S. Brookner
on behalf of Debtor FMP-Ovation Payroll LLC jbrookner@grayreed.com, lwebb@grayreed.com;acarson@grayreed.com;cpatterson@grayreed.com

Jason S. Brookner
on behalf of Jointly Administered Party/Debtor FMP-Fresh Payroll LLC jbrookner@grayreed.com, lwebb@grayreed.com;acarson@grayreed.com;cpatterson@grayreed.com

Jason S. Brookner
on behalf of Debtor Ryan's Restaurant Group LLC jbrookner@grayreed.com, lwebb@grayreed.com;acarson@grayreed.com;cpatterson@grayreed.com

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on behalf of Jointly Administered Party/Debtor Tahoe Joe's Inc. jbrookner@grayreed.com, lwebb@grayreed.com;acarson@grayreed.com;cpatterson@grayreed.com

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on behalf of Jointly Administered Party/Debtor Buffets LLC jbrookner@grayreed.com,
lwebb@grayreed.com;acarson@grayreed.com;cpatterson@grayreed.com

Jason S. Brookner

on behalf of Debtor FMP SA Management Group LLC jbrookner@grayreed.com,
lwebb@grayreed.com;acarson@grayreed.com;cpatterson@grayreed.com

Jason S. Brookner

on behalf of Debtor Buffets LLC jbrookner@grayreed.com,
lwebb@grayreed.com;acarson@grayreed.com;cpatterson@grayreed.com

Jason S. Brookner

on behalf of Jointly Administered Party/Debtor FMP-Ovation Payroll LLC jbrookner@grayreed.com,
lwebb@grayreed.com;acarson@grayreed.com;cpatterson@grayreed.com

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on behalf of Jointly Administered Party/Debtor Food Management Partners Inc. jbrookner@grayreed.com,
lwebb@grayreed.com;acarson@grayreed.com;cpatterson@grayreed.com

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on behalf of Debtor Fresh Acquisitions LLC jbrookner@grayreed.com,
lwebb@grayreed.com;acarson@grayreed.com;cpatterson@grayreed.com

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lwebb@grayreed.com;acarson@grayreed.com;cpatterson@grayreed.com

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on behalf of Debtor FMP-Fresh Payroll LLC jbrookner@grayreed.com,
lwebb@grayreed.com;acarson@grayreed.com;cpatterson@grayreed.com

Jason S. Brookner

on behalf of Jointly Administered Party/Debtor Alamo Buffets Payroll LLC jbrookner@grayreed.com,
lwebb@grayreed.com;acarson@grayreed.com;cpatterson@grayreed.com

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on behalf of Jointly Administered Party/Debtor Ryan's Restaurant Group LLC jbrookner@grayreed.com,
lwebb@grayreed.com;acarson@grayreed.com;cpatterson@grayreed.com

Jason S. Brookner

on behalf of Jointly Administered Party/Debtor OCB Restaurant Company LLC jbrookner@grayreed.com,
lwebb@grayreed.com;acarson@grayreed.com;cpatterson@grayreed.com

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on behalf of Debtor Alamo Fresh Payroll LLC jbrookner@grayreed.com,
lwebb@grayreed.com;acarson@grayreed.com;cpatterson@grayreed.com

Jason S. Brookner

on behalf of Jointly Administered Party/Debtor Alamo Fresh Payroll LLC jbrookner@grayreed.com,
lwebb@grayreed.com;acarson@grayreed.com;cpatterson@grayreed.com

Kristen N. Pate

bk@brookfieldpropertiesretail.com

Laurie A. Spindler

on behalf of Creditor Dallas County Laurie.Spindler@lgbs.com Dora.Casiano-Perez@lgbs.com;dallas.bankruptcy@lgbs.com

Linda D. Reece

on behalf of Creditor City of Garland lreece@pbfc.com

Linda D. Reece

on behalf of Creditor Garland ISD lreece@pbfc.com

Linda D. Reece

on behalf of Creditor Plano ISD lreece@pbfc.com

Michelle E. Shriro

on behalf of Creditor Kimco Realty Corporation mshriro@singerlevick.com
scotton@singerlevick.com;tguillory@singerlevick.com

Ronald M. Tucker

on behalf of Creditor Simon Property Group rtucker@simon.com
cmartin@simon.com,bankruptcy@simon.com,antimm@simon.com

United States Trustee

ustpreion06.da.ecf@usdoj.gov

Zachary G. Levick

on behalf of Creditor Arizona Bank & Trust zlevick@romclawyers.com rdecorte@romclaw.com

TOTAL: 74