



**IT IS HEREBY ADJUDGED and DECREED that the below described is SO ORDERED.**

**Dated: March 10, 2016.**

**CRAIG A. GARGOTTA  
UNITED STATES BANKRUPTCY JUDGE**

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF TEXAS  
SAN ANTONIO DIVISION

In re: § Chapter 11  
BUFFETS, LLC, *et al.*<sup>1</sup> §  
§ Case No. 16-50557  
§ Debtors. § (Joint Administration Pending)

**ORDER (I) AUTHORIZING THE DEBTORS TO, IN THE ORDINARY COURSE, (A) USE ITS CASH MANAGEMENT SYSTEM, BANK ACCOUNTS, AND BUSINESS FORMS AND (B) PERFORM INTERCOMPANY TRANSACTIONS, (II) AUTHORIZING BANKS AND FINANCIAL INSTITUTIONS TO HONOR AND PROCESS ALL RELATED CHECK AND ELECTRONIC PAYMENT REQUESTS, AND (III) GRANTING RELATED RELIEF**

Upon the Motion (the "Motion")<sup>2</sup> of Buffets, LLC, *et al* (the "Debtors") in the above-captioned chapter 11 cases (the "Chapter 11 Cases"), for entry of an order pursuant to sections 105(a), 345, 363, 364, 507, 1107, and 1108 of the Bankruptcy Code, Rules 6003 and 6004 of the

<sup>1</sup> The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number, are: Buffets, LLC (2294); Hometown Buffet, Inc. (3002); OCB Restaurant Company, LLC (7607); OCB Purchasing, Co. (7610); Ryan's Restaurant Group, LLC (7895); Fire Mountain Restaurants, LLC (8003); and Tahoe Joe's, Inc. (7129). The address for all of the Debtors is 120 Chula Vista Drive, Hollywood Park, Texas 78232.

<sup>2</sup> Capitalized terms used but not otherwise defined herein have the meanings set forth in the Motion or the First Day Declaration, as applicable.

Bankruptcy Rules, and Local Rule 2015-2, (i) authorizing the Debtors to, in the ordinary course of their businesses, (a) use the Cash Management System, Bank Accounts, and Business Forms (without reference to the Debtors' status as a debtors-in-possession) and (b) perform Intercompany Transactions, (ii) authorizing the Cash Management Banks to (a) maintain, service, and administer the Bank Accounts and (b) honor and process all checks and electronic payment requests consistent with the relief requested in the Motion, and (iii) granting such other and further relief as requested in the Motion or as the Court otherwise deems necessary or appropriate; and the Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and this proceeding being a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and finding that the Court may enter a final order consistent with Article III of the United States Constitution; and venue of this proceeding and the Motion in the Court being proper pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion being given; and the Court having found that no other or further notice is needed or necessary; and the Court having reviewed and considered the Motion and the First Day Declaration; and the Court and having heard statements in support of the Motion at a hearing held before the Court (the "Hearing") and the 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 the relief requested in the Motion being in the best interests of the Debtors' estates, their creditors, and other parties-in-interest; and any objections to the relief requested in the Motion having been withdrawn or overruled on the merits; and after due deliberation and sufficient cause appearing therefor, it is hereby ORDERED that:

1. The Motion is granted as set forth herein.
2. As amended and stated herein, the Debtors are authorized to (a) use the Cash Management System, (b) maintain and continue using the Bank Accounts with the same account

numbers, in existence on the Petition Date, including, without limitation, those accounts identified on Exhibit B and C to the Motion. Notwithstanding the foregoing, the Debtors will immediately suspend Wells Fargo, N.A. 40 N.E. Loop 410, San Antonio, Texas 78216 ("Wells Fargo") Accounts Payable Account ending in 5763 (the "AP Account") and Wells Fargo will not clear any checks, drafts, charges, ACH's, bank charges, bank fees, or other amounts of any nature through or otherwise drawn on the AP Account.

3. The Debtors are authorized to maintain and continue using the existing Business Forms, other than checks, without reference to the Debtors' status as a debtors-in-possession; provided, however, that all checks will be printed with the designation "Debtors-in-Possession" and the case number, and open any new debtor-in-possession bank accounts in the name of the Debtors as "Debtors-in-Possession" with authorized depository banks and close any existing Bank Accounts, as the Debtors may deem necessary and appropriate in their sole discretion; provided, however, that the Debtors shall give at least 7 days' prior notice thereof to the Office of the United States Trustee for the Western District of Texas, and any statutory committee appointed in these Chapter 11 Cases. The aforementioned 7 day notice period is waived to allow the Debtors to immediately open an new, debtor in possession accounts payable account and a new debtor in possession payroll account.

4. *Other than the AP Account*, each of the Debtors' Cash Management Banks is authorized to debit the Debtors' accounts in the ordinary course of business without need for further order of this Court for: (i) all checks, items, and other payment orders drawn on the Debtors' accounts which are cashed at such Cash Management Bank's counters or exchanged for cashier's checks by the payees thereof prior to the Cash Management Bank's receipt of notice of filing of the Petition; (ii) all checks, automated clearing house entries, and other items deposited

or credited to one of Debtors' accounts with such Cash Management Bank prior to filing of the Petition which have been dishonored, reversed, or returned unpaid for any reason, together with any fees and costs in connection therewith, to the same extent the Debtors were responsible for such items prior to filing of the Petition; and (iii) all undisputed prepetition amounts outstanding as of the date hereof, if any, owed to any Cash Management Bank as service charges for the maintenance of the Cash Management System; and

5. Any Debtors' Cash Management Banks may rely on the representations of the Debtors with respect to whether any check, item, or other payment order drawn or issued by the Debtors prior to filing of the Petition should be honored pursuant to this or any other order of this Court, and such Cash Management Bank shall not have any liability to any party for relying on such representations by the Debtors as provided for herein.

6. *Other than with respect to the AP Account*, those certain existing deposit agreements between the Debtors and its existing depository and disbursement banks (collectively, the "Banks") shall continue to govern the post-petition cash management relationship between the Debtors and the Banks, and that all of the provisions of such agreements, including, without limitation, the termination and fee provisions, shall remain in full force and effect, and (B) the Debtors and the Cash Management Banks may, without further Order of this Court, agree to and implement changes to the cash management systems and procedures in the ordinary course of business, including, without limitation, the opening and closing of bank accounts, and subject to the notice provisions provided herein to the U.S. Trustee and other parties in interest.

7. The Debtors are authorized to continue performing their obligations, commitments, and transactions constituting Intercompany Transactions in the ordinary course of business.

8. Wells Fargo Bank, N.A., and Bank of America, as Cash Management Banks and as banks on the U.S. Trustee's Authorized Depository List, shall comply with the collateralization, reporting and other requirements of the United States Trustee. The Debtors will ensure that any other bank used as a depository bank and that is not on the U.S. Trustee's Authorized Depository List shall be swept and not have a balance greater than the FDIC \$250,000 insurance limit.

9. No party shall in any way interfere with the Cash Management System by seizing, sweeping, or otherwise exerting any control over funds in the Bank Accounts or by, among other things, taking any action to collect, assess, or recover a claim against the Debtors that arose prior to the commencement of these Chapter 11 Cases or offsetting any debt owing to any Debtor that arose before the commencement of these Chapter 11 Cases against any claim against any the Debtors.

10. Subject to the terms of this Order, the provisions of the Bankruptcy Code, and any other applicable laws, and the applicable agreements governing the Bank Accounts shall remain in full force and effect; provided that nothing herein shall be deemed an agreement by the Debtors to assume or reject any such agreements and all parties' rights with respect to such agreements are expressly reserved and preserved.

11. The Debtors shall maintain accurate records of all transfers within the Cash Management System, including the Intercompany Transactions, so that all post-petition transfers

and transactions shall be adequately and promptly documented in, and readily ascertainable from, its books and records, to the same extent by the Debtors before the Petition Date.

12. The Cash Management Banks are authorized to pay obligations in accordance with this or any separate order of the Court.

13. Except as otherwise provided in this Order or in a separate order of the Court, the Cash Management Banks shall not honor or pay any payments drawn on the listed Bank Accounts or otherwise issued prior to the Petition Date.

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

15. 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) are satisfied by such notice.

16. Notwithstanding the possible applicability of Bankruptcy Rules 6004(a) and 6004(h) or otherwise, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry, and the requirements of Bankruptcy Rules 6004(a) and 6004(h) are hereby waived.

17. The terms of this Order shall apply to any new bank account opened by the Debtors.

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

19. The Court retains jurisdiction with respect to all matters arising from or relating to the implementation, interpretation, and enforcement of this Order.

ORDERED, ADJUDGED and DECREED that Section 345 of the Bankruptcy Code is waived to the extent necessary for the implementation of this Order, except that there is no waiver as to the Section 345(b) collateralization requirements.

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