

1 McCormick, Barstow, Sheppard,
 Wayte & Carruth LLP
 2 Hagop T. Bedoyan, #131285
hagop.bedoyan@mccormickbarstow.com
 3 Garrett R. Leatham, #333362
garrett.leatham@mccormickbarstow.com
 4 Garrett J. Wade, #340285
garrett.wade@mccormickbarstow.com
 5 7647 North Fresno Street
 Fresno, California 93720
 6 Telephone: (559) 433-1300
 Facsimile: (559) 433-2300

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 8 Attorneys for Debtor RIZO-LÓPEZ FOODS,
 INC.

9 UNITED STATES BANKRUPTCY COURT
 10 EASTERN DISTRICT OF CALIFORNIA, SACRAMENTO DIVISION

11 In re
 12 RIZO-LÓPEZ FOODS, INC.,
 13 Debtor-In-Possession

Case No. 25-25004-C-11
 Chapter 11
 DC No.: MB-29
 Hearing
 Date: April 1, 2026
 Time: 11:00 a.m.
 Place: Dept. C, Ct. Rm. 35, 6th Fl.
 United States Bankruptcy Court
 501 "I" Street
 Sacramento, CA 95814
 Judge: Honorable Christopher M. Klein

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 21 **NOTICE OF HEARING ON MOTION FOR ENTRY OF AN ORDER AUTHORIZING**
 22 **THE SALE OF CERTAIN OF THE DEBTOR'S ASSETS FREE AND CLEAR OF LIENS**
 23 **AND INTERESTS AND APPROVING THE ASSUMPTION AND ASSIGNMENT OF**
 24 **CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES TO FRANCISCO**
 25 **FOODS, LLC**

26 **PLEASE TAKE NOTICE THAT:**

27 On April 1, 2026, at 11:00 a.m., the U.S. Bankruptcy Court for the Eastern District of
 28 California will hear and consider the motion ("Motion") of Rizo-López Foods, Inc., debtor-in-
 possession in this matter ("Debtor" or "Seller") to approve the Asset Purchase Agreement ("APA")
 attached to the Motion for the sale of Debtor's assets free and clear of liens, claims, encumbrances,
 and interests and approving the Assumption and Assignment of Certain Executory Contracts and
 Unexpired Leases to ("Sale") to Francisco Foods, LLC ("Buyer"). The Buyer is a joint venture
 between Valley Milk, LLC, with a 60% ownership interest and Rilosa, LLC, with a 40% ownership

1 interest that is indirectly held by Edwin and Ivan Rizo, who are “insiders” of the Debtor. The Sale
2 has been and is undertaken by the Debtor and Buyer in “good faith,” as that term is used in section
3 363(m) of the Bankruptcy Code, and accordingly, the reversal or modification on appeal of the
4 authorization provided herein to consummate the Sale shall not affect the validity of the sale of the
5 Purchased Assets to Buyer, unless such authorization is duly stayed by court order pending such
6 appeal entered prior to the consummation of the Sale. Accordingly, the Motions seeks a finding
7 under 363(m) of the Bankruptcy Code that the Buyer is a good faith purchaser.

8 The hearing on the Sale Motion concerning the Sale (“Sale Hearing”) will be conducted by
9 the Court on that date and time in Department C, Courtroom 35, 6th Floor, at 501 “I” Street,
10 Sacramento, California 95814.

11 The Motion seeks, among other things, the entry of an order: (a) approving the Sale; (b)
12 approving the form and substance of the APA by which the Debtor will sell to the Buyer certain of
13 the Debtor’s assets (“Assets”) as more particularly set forth in the APA; (c) authorizing the Debtor
14 to enter into the APA; (d) approving the form and manner of notice for the Sale Hearing and the
15 Sale; (e) approving procedures for the assumption or assumption and assignment of certain
16 executory contracts, other contracts, permits, and unexpired leases in the Sale
17 (collectively, the “Agreements”); (f) approving the Debtor’s calculation of the amounts necessary
18 to cure any monetary defaults under such Agreements (“Cure Amounts”); and (g) granting
19 related relief. Buyer will not be liable for any liens, claims, encumbrances, or interests in or against
20 Debtor or any of Debtor’s assets except to the limited extent set forth in the APA and the order
21 approving the Sale.

22 The assets to be sold are summarized in Attachment A. Debtor through the Motion also
23 intends to assume and assign to Buyer certain Agreements and arrange for the payment of the Cure
24 Amounts. In that regard, Debtor shall file a list of Agreements proposed to be assumed or assumed
25 and assigned to Buyer in connection with the Sale.

26 Pursuant to Local Rule 9014-1(f)(2)(C), when fewer than 28 days’ notice of a hearing is
27 given, no party in interest shall be required to file written opposition to the motion. Objections to
28 the Motion shall be argued at the Sale Hearing or such other time as set by the Court.

Objections with respect to Debtor’s proposed Cure Amount, the assumption or assignment
of the Agreements, or the ability of the Buyer to provide adequate assurance of future performance
to counterparties of Agreements shall be presented at the hearing.

The Sale Hearing may be adjourned or rescheduled as ordered by the Court, or by the Debtor
sending or filing notice of continuance prior to, or making an announcement at, the Sale Hearing.

Copies of the Motion and its attached APA may be obtained free of charge on the Debtor’s
case information website, <https://bankruptcy.angeiongroup.com/Clients/rlf/Index>.

To appear at the hearing by telephone, contact Court Call Conference Service at 866-582-
6878. *See also* CourtCall.com. The telephone appearance must be arranged 24 hours in advance.
A Court Call fee applies. Individuals using Court Call are cautioned they do so at their own risk.
The hearing will not be rescheduled due to a missed connection.

To appear at the hearing using the Zoom for Government platform, you must review the pre-
hearing dispositions and sign up for remote appearance no later than 4:00 p.m. the day before the
hearing. All the protocols required for appearing viz the Zoom for Government platform can be
found on the court’s website, www.caed.uscourts.gov, or at the following link:
<https://www.caeb.uscourts.gov/documents/Forms/Misc/ZoomGov%20Protocols.pdf>.

Pre-hearing dispositions can be obtained by checking the court’s website,

1 www.caed.uscourts.gov after 4:00 p.m. the day before the hearing; select "Pre-Hearing
2 Dispositions," the judge, and the date and time of the hearing. Parties appearing at the hearing by
3 telephone must read the prehearing dispositions before the hearing.
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5 Date: March 11, 2026

McCORMICK, BARSTOW, SHEPPARD,
WAYTE & CARRUTH LLP

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8 By: 

Hagop T. Bedoyan
Garrett R. Leatham
Garrett J. Wade

Attorneys for Debtor RIZO-LÓPEZ FOODS, INC.

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1 Attachment A

2 Capitalized terms but not otherwise defined in the following description have the meanings assigned
3 to those terms in the APA.

4 **Purchased Assets.** Subject to and in reliance upon the terms and conditions of the APA and
5 the Sale Order, at the Closing, Seller shall grant, sell, convey, assign, transfer, and deliver to Buyer,
6 and Buyer shall acquire from Seller, all of Seller's right, title, and interest in the following assets,
7 properties, and rights of every kind and nature, whether real, personal, or mixed, tangible or
8 intangible, free and clear of all Liens, Claims, and Encumbrances (the "Purchased Assets");

8 1. all Inventory;

9 2. all equipment, furniture, appliances, industrial artwork, computers, computer
10 terminals and printers, information technology systems, and office equipment, and all other tangible
11 personal property of every kind and description listed in a Schedule to the APA;

12 3. all Intellectual Property, including without limitation all trademarks, designs, logos,
13 labels, label artwork, label content, marketing and advertising content or materials, website content,
14 domain names, or URLs, images, photographs, illustrations, drawings, or any other work product
15 created for or used in connection with the Business, source code, domain names, and all goodwill
16 associated with the Business and all Intellectual Property associated therewith or arising therefrom,
17 along with any and all: (i) associated licenses and sublicenses obtained by Seller (i.e. where Seller
18 is the licensee or sublicensee) with respect thereto and rights thereunder; (ii) rights to receive license
19 fees and royalties (including under any executory contract that is not an Assigned Contract to the
20 extent the counterparty continues to perform thereunder); (iii) remedies against infringements
21 thereof and rights to protection of interests therein under the laws of all jurisdictions; and (iv)
22 Actions, Claims, and causes of action with respect to any of the foregoing, whether accruing before,
23 on, or after the date hereof, including all rights to and Actions, Claims, for damages, restitution, and
24 injunctive and other legal and equitable relief for past, present, and future infringement, dilution,
25 misappropriation, violation, misuse, breach, or default, with the right, but no obligation to sue for
26 such legal and equitable relief and to collect, or otherwise recover, any such damages;

27 4. all Seller's right, title, and interest in and to the Assigned Contracts that are listed on
28 the Designated Contracts Schedule;

- 1 5. all Permits (to the extent legally transferable) and all Governmental Permits (whether
2 or not transferable);
- 3 6. all Records except the Excluded Records;
- 4 7. all sales, marketing, and development and expansion plans, strategic plans,
5 projections, studies, reports, and other documents and data, current and past lists of customers,
6 suppliers, vendors, and sources, and all training materials and marketing brochures;
- 7 8. without duplication of the above, all deposits and other prepaid charges and
8 expenses, other than those specified in the APA as Excluded Assets;
- 9 9. rights to indemnification, contribution, advancement of expenses or reimbursement,
10 or similar rights of Seller;
- 11 10. all Actions and rights of recovery with respect to any of the foregoing, including all
12 Actions and rights of recovery of Seller against the RLF D&Os and the RLF Parties and Buyer or
13 any of its Affiliates; provided, however, Purchased Assets shall not include any other avoidance
14 actions or causes of action under applicable California and bankruptcy law against other parties;
- 15 11. all insurance policies and rights thereunder and all insurance proceeds arising in
16 connection with loss of or damage to the Purchased Assets or other loss or damage in respect of the
17 operation of the facilities used in the Business or the Business, in each case, to the extent of any
18 casualties occurring during the Interim Period that remain unrepaired or unrestored as of the
19 Closing; provided, however, Purchased Assets shall not include the proceeds paid or payable to
20 Seller and related rights to a defense and indemnification of legal fees and costs with respect to
21 insurance recoveries related to the Listeria Matter as set forth in the APA below for any period prior
22 to the Closing Date;
- 23 12. all rights of Seller under any Intellectual Property assignment, work-for-hire, and
24 assignment of inventions with current or former employees, directors, consultants, independent
25 contractors, and agents of Seller;
- 26 13. all Accounts Receivable relating to goods or services provided by Seller prior to, on,
27 or after the Closing Date;
- 28 14. the goodwill relating to or associated with the Purchased Assets;

1 15. all guarantees, warranties, indemnities, and similar rights in favor of Seller with
2 respect to any of the Purchased Assets; and

3 16. any other assets listed in the Schedules to the APA.
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