

LOEB & LOEB LLP
BERNARD R. GIVEN II (SBN 134718)
bgiven@loeb.com
10100 Santa Monica Blvd., Suite 2200
Los Angeles, CA 90067
Telephone: 310.282.2000
Facsimile: 310.282.2200

*Post-Confirmation Professionals to
the Liquidating Trustee*

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA, LOS ANGELES DIVISION

In re:

☐ ITTELLA INTERNATIONAL LLC, a
California limited liability company;
☐ ITTELLA'S CHEF, LLC, a California
limited liability company;
☐ TATTOOED CHEF, INC. a Delaware
corporation;
☐ MYJOJO, INC. a Delaware corporation;
☐ NEW MEXICO FOOD DISTRIBUTORS,
INC., a New Mexico corporation;
☐ KARSTEN TORTILLA FACTORY, LLC,
a New Mexico limited liability company;
☐ BCI ACQUISITION, INC., a Delaware
corporation;
☐ TTCF-NM HOLDINGS INC., a Delaware
corporation,
☒ All Debtors

Debtors and
Debtors-in-Possession.

Case No.: 2:23-bk-14154-WB

Jointly administered with Case Nos.
2:23-bk-14161-WB; 2:23-bk-14159-WB;
2:23-bk-14157- WB; 2:23-bk-14156-WB;
2:23-bk-14158- WB; 2:23-bk-14155-WB;
2:23-bk-14160- WB)

Chapter 11 Cases

Hon. Julia W. Brand

**APPLICATION FOR
COMPENSATION/MOTION OF LOEB
& LOEB LLP TO COMPEL
LIQUIDATING TRUSTEE TO PAY
POST-CONFIRMATION
PROFESSIONAL FEES;
DECLARATION OF BERNARD R.
GIVEN II IN SUPPORT**

Hearing Date: November 13, 2025
Time: 10:00 a.m.
Courtroom 1375
Location: 255 East Temple Street
Los Angeles, California 90012

[Also VIA ZoomGov]

Loeb & Loeb LLP ("**Loeb**") hereby moves the Court for an order directing the payment of
outstanding professional fees incurred for the benefit of the Itella Liquidating Trust in connection
with the implementation and consummation of the *Debtors' First Amended Joint Chapter 11*

1 *Liquidating Plan (as Modified) dated February 21, 2021* [Docket No. 892] (the “**Plan**”), as
2 authorized and required under Sections III.D.1 and III.H of the Plan. In support of this Motion,
3 Loeb respectfully states as follows:

4 **I. STATEMENT OF RELEVANT FACTS**

5 On July 2, 2023 (the “Petition Date”), the debtors Ittella International LLC, Ittella’s Chef,
6 LLC, Tattooed Chef, Inc., Myjojo, Inc., New Mexico Food Distributors, Inc., Karsten Tortilla
7 Factory, LLC, BCI Acquisition, Inc., and TTCF-NM Holdings Inc. each filed a voluntary petition
8 under Chapter 11 of the Bankruptcy Code (collectively, the “**Debtors**”). The Debtors operated their
9 businesses, managed their financial affairs, and operated their bankruptcy estates as debtors-in-
10 possession pursuant to Sections 1107 and 1108 of the Bankruptcy Code. On July 3, 2023, the Court
11 entered an order approving joint administration of the cases. [Docket No. 24]

12 On July 25, 2023, the Creditors’ Committee was appointed by the Office of the United States
13 Trustee (the “**U.S. Trustee**”) under 11 U.S.C. § 1102 [Docket. No. 145]. On September 19, 2023,
14 the Court entered an order approving the employment of Loeb as counsel to the Creditors’
15 Committee. *See* Given Decl. at ¶ 3. On October 6, 2023, the Court entered an order approving the
16 retention of Dundon Advisors LLC (“**Dundon**”) as financial advisor to the Creditors’ Committee.
17 *See id.*

18 On May 9, 2024, the Court entered an order confirming the Plan [Docket No. 965]. The
19 Plan creates a liquidating trust (the “**Ittella Liquidating Trust**”) and vests in the Liquidating Trust
20 the right to pursue certain claims and causes of action, including claims initially brought by the
21 Creditors’ Committee on behalf of the estate. *See* Plan at 24-27. Under Plan § III.D.1, the
22 Liquidating Trustee is obligated to pay reasonable legal, professional, or other fees and expenses
23 related to the implementation and consummation of the Plan and the Liquidating Trust Agreement
24 in cash, without any further notice, action, or approval from the Bankruptcy Court. *See id.* at 28.
25 Specifically, the Plan provides:

26 From and after the Effective Date, the Liquidating Trustee shall,
27 without any further notice or action, order, or approval of the
28 Bankruptcy Court, pay in Cash the reasonable legal, professional, or
other fees and expenses related to implementation and
consummation of the Plan and Liquidating Trust Agreement

1 incurred by the Liquidating Trust or any professionals employed by
2 the Liquidating Trust.

3 *Id.*

4 Furthermore, Plan § III.H expressly requires the Liquidating Trustee to pay professional fees
5 in the ordinary course of business. *See id.* at 35. The Plan provides:

6 Any professional employed by the Liquidating Trustee after the
7 Effective Date shall be entitled to obtain from the Liquidating
8 Trustee payment of the professional's fees and costs as a Post-
9 Effective Date Plan Expense, in the ordinary course, without any
10 need to give notice to Holders of Claims or other parties-in-interest
11 or to obtain any approval or order of the Bankruptcy Court.
12 Notwithstanding the foregoing, *if the Liquidating Trustee should fail
13 to pay any post-Effective Date fees and costs of a professional
14 entitled to such payment, within thirty (30) days after the
15 professional's rendering of its billing statement, the professional
16 shall be entitled to seek, by application filed in accordance with the
17 Bankruptcy Rules, an order of the Bankruptcy Court requiring the
18 Liquidating Trustee to pay to the Professional its fees and costs.*

19 *Id.* (emphasis added).

20 Peter Hurwitz from Dundon was selected by the Creditors' Committee to serve as the
21 Liquidating Trustee for the Ittella Liquidating Trust. *See* Given Decl. at ¶ 4. After the Plan was
22 confirmed and at the direction of the Liquidating Trustee, Loeb continued prosecuting cases that it
23 had brought when it was counsel to the Creditors' Committee, including, for example, preparing for
24 and attending status conferences and mediations, negotiating with opposing counsel, filing
25 necessary documents and pleadings in the adversary proceedings, and updating the Liquidating
26 Trustee on these efforts. *See id.* at ¶ 5. Loeb also provided other professional services to the
27 Liquidating Trustee, including, for example, analyzing claims against the Liquidating Trust,
28 assisting the Liquidating Trustee with the administration of the settlements. *See id.* As counsel to
the Liquidating Trustee, Loeb ultimately settled a number of the claims vested in the Itella
Liquidating Trust, resulting in settlement proceeds of approximately \$870,000. *See id.* at ¶ 6.

Loeb regularly invoiced the Liquidating Trustee for the professional services it rendered.
See id. at ¶ 7. The Liquidating Trustee did not dispute the amount of the invoices. *See id.* Loeb's

outstanding and unpaid fees and expenses for work performed for the benefit of the Ittella Liquidating Trust are as follows:

Bill Number	Bill Date	Fees \$144,446.50	Disbursements \$5,737.12	Discount (\$14,444.65)	Balance \$135,738.97
2566973	3/13/2025	\$215.00	\$0.00	-\$21.50	\$193.50
2560490	2/12/2025	\$2,458.00	\$0.00	-\$245.80	\$2,212.20
2556156	1/16/2025	\$3,501.00	\$12.90	-\$350.10	\$3,163.80
2551722	12/19/2024	\$198.00	\$36.50	-\$19.80	\$214.70
2544124	11/13/2024	\$11,550.00	\$11.90	-\$1,155.00	\$10,406.90
2540240	10/23/2024	\$9,344.00	\$5,538.70	-\$934.40	\$13,948.30
2534472	9/24/2024	\$25,113.00	\$109.32	-\$2,511.30	\$22,711.02
2527569	8/13/2024	\$26,003.00	\$17.00	-\$2,600.30	\$23,419.70
2523744	7/25/2024	\$66,064.50	\$10.80	-\$6,606.45	\$59,468.85

In October 2024, the Liquidating Trustee determined to retain Manatt, Phelps & Phillips, LLP (“**Manatt**”) and its partner Schuyler Carroll (a former Loeb partner that had also represented the Creditors’ Committee while he was still at Loeb) to represent the Liquidating Trustee as general counsel moving forward. *See id.* at ¶ 8. Loeb facilitated the transition of the work over to Mr. Carroll at Manatt. *See id.* However, while Loeb performed services for the benefit of the Ittella Liquidating Trust and at the direction of the Liquidating Trustee before the transition of the representation over to Manatt, the Liquidating Trustee has failed and refused to pay Loeb for these services. *See id.*

On September 30, 2025, Loeb sent a formal demand letter to the Liquidating Trustee demanding that he pay Loeb’s post-confirmation professional fees as required by Sections III.D.1 and III.H of the Plan and the terms of the Liquidating Trust Agreement, but he has failed and refused to do so. *See id.* at ¶ 9. Accordingly, Loeb was left with no choice but to seek relief from this Court.

II. JURISDICTION

The Court has jurisdiction over this Motion pursuant to 28 U.S.C. §§ 157 and 1334. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409. The matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(O). The statutory predicate for the relief sought herein is section 105(a) of title 11 of the United States Code (the “**Bankruptcy Code**”).

III. ARGUMENT

The Court should issue an order directing the Liquidating Trustee to pay Loeb's post-confirmation fees and expenses for work performed for the benefit of the Ittella Liquidating Trust. Section 105(a) permits the Court to "issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title." 11 U.S.C. § 105(a). The Court also "plainly ha[s] jurisdiction to interpret and enforce its own prior orders." *Travelers Indem. Co. v. Bailey*, 557 U.S. 137, 138 (2009).

Here, under Plan § III.D.1, the Liquidating Trustee is obligated to pay reasonable legal, professional, or other fees and expenses related to the implementation and consummation of the Plan and the Liquidating Trust Agreement in cash, without any further notice, action, or approval from the Bankruptcy Court. *See* Plan at 28. Furthermore, Plan § III.H expressly requires the Liquidating Trustee to pay professional fees in the ordinary course of business. *See id.* at 35. More than 30 days have passed since the issuance of the firm's billing statements. *See id.* Payment has not been remitted, despite the Plan's explicit directive that such fees be paid promptly and in the ordinary course. Loeb also sent a demand letter to the Liquidating Trustee on September 30th, which still did not prompt payment. As result, Loeb requests, pursuant to Plan § III.H and section 105(a) of the Bankruptcy Code that the Court order the Liquidating Trustee to pay Loeb's post-confirmation professional fees.

IV. CONCLUSION

Based on the foregoing, Loeb requests that the Court enter an order directing the Liquidating Trustee to pay its post-confirmation professional fees and to grant Loeb such other and further relief as is just and appropriate.

Dated: October 21, 2025

LOEB & LOEB LLP
BERNARD R. GIVEN II

By: /s/ Bernard R. Given, II
Bernard R. Given II

*Post-Confirmation Professionals to the
Liquidating Trustee*

DECLARATION OF BERNARD R. GIVEN, II

I Bernard R. Given, II, declare as follows:

1. I am an attorney at law duly licensed to practice before all courts of the State of California, the Ninth Circuit and the United States District Courts for the Central, Eastern, Northern and Southern Districts of California. I am a partner in the law firm of Loeb & Loeb LLP ("**Loeb**").

2. I make this Declaration in support of the *Motion of Loeb & Loeb LLP to Compel Liquidating Trustee to Pay Post-Confirmation Professional Fees* (the "**Motion**"). The facts set forth herein are personally known to me and, if called as a witness, I could and would testify thereto. Unless otherwise defined, all capitalized terms used herein have the meanings ascribed thereto in the Motion.

3. On September 19, 2023, the Court entered an order approving the employment of Loeb as counsel to the Official Committee of Creditors Holding Unsecured Claims (the "**Creditors Committee**") of Ittella International LLC (the "**Debtor**"), and together with Ittella's Chef, LLC, Tattooed Chef, Inc., Myjojo, Inc., New Mexico Food Distributors, Inc., Karsten Tortilla Factory, LLC, BCI Acquisition, Inc., and TTCF-NM Holdings Inc., the debtors and debtors-in-possession in the above-captioned Chapter 11 bankruptcy cases (collectively the "**Debtors**"). On October 6, 2023, the Court entered an order approving the retention of Dundon Advisors LLC ("**Dundon**") as financial advisor to the Creditors' Committee.

4. On May 9, 2024, the Court entered an order [Docket No. 965] confirming the *Debtors' First Amended Joint Chapter 11 Liquidating Plan (as Modified) dated February 21, 2021* [Docket No. 892] (the "**Plan**"). The Plan creates a liquidating trust (the "**Ittella Liquidating Trust**") and vests in the Liquidating Trust the right to pursue certain claims and causes of action, including claims initially brought by the Creditors' Committee on behalf of the estate. Peter Hurwitz from Dundon was selected by the Creditors' Committee to serve as the Liquidating Trustee for the Ittella Liquidating Trust.

5. After confirmation of the Plan and at the direction of the Liquidating Trustee, Loeb served until October 2024 as counsel for the Liquidating Trustee. In that capacity, Loeb continued prosecuting cases that it had brought when it was counsel to the Creditors' Committee, including,

for example, preparing for and attending status conferences and mediations, negotiating with opposing counsel, filing necessary documents and pleadings in the adversary proceedings, and updating the Liquidating Trustee on these efforts. Loeb also provided other professional services to the Liquidating Trustee, including, for example, analyzing claims against the Liquidating Trust, assisting the Liquidating Trustee with the administration of the settlements.

6. As counsel to the Liquidating Trustee, Loeb ultimately settled a number of the claims vested in the Itella Liquidating Trust, resulting in settlement proceeds of approximately \$870,000.

7. Loeb regularly invoiced the Liquidating Trustee for the professional services it rendered. The Liquidating Trustee did not dispute the amount of the invoices. Loeb's outstanding and unpaid fees and expenses for work performed for the benefit of the Itella Liquidating Trust are as follows:

Bill Number	Bill Date	Fees \$144,446.50	Disbursements \$5,737.12	Discount (\$14,444.65)	Balance \$135,738.97
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2523744	7/25/2024	\$66,064.50	\$10.80	-\$6,606.45	\$59,468.85

8. In October 2024, the Liquidating Trustee determined to retain Manatt, Phelps & Phillips, LLP ("**Manatt**") and its partner Schuyler Carroll (a former Loeb partner that had also represented the Creditors' Committee while he was still at Loeb) to represent the Liquidating Trustee as general counsel moving forward. Loeb facilitated the transition of the work over to Mr. Carroll at Manatt. However, while Loeb performed services for the benefit of the Itella Liquidating Trust and at the direction of the Liquidating Trustee before the transition of the representation over to Manatt, the Liquidating Trustee has failed and refused to pay Loeb for these services.

9. On September 30, 2025, Loeb sent a formal demand letter to the Liquidating Trustee demanding that he pay Loeb's post-confirmation professional fees as required by Sections III.D.1

1 and III.H of the Plan and the terms of the Liquidating Trust Agreement, but he has failed and refused
2 to do so.

3 Executed this 21st day of October, 2025, at Los Angeles California.

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6 /s/ Bernard R. Given II
Bernard R. Given II
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