

1 **FORRESTER & WORTH, PLLC**
3636 NORTH CENTRAL AVENUE, SUITE 700
2 PHOENIX, ARIZONA 85012-1927
TELEPHONE (602) 271-4250
3 FACSIMILE (602) 271-4300
S. CARY FORRESTER (006342)
4 E-MAIL SCF@FWLAWAZ.COM

5 ATTORNEYS FOR THE DEBTOR

6 **UNITED STATES BANKRUPTCY COURT**
7 **DISTRICT OF ARIZONA**

8 In re:
9 NUTRACEA, a California corporation,
10 Debtor.

Chapter 11
2:09-bk-28817-CGC
Hearing Date: April 12, 2010
Hearing Time: 9:00 a.m.
Hearing Room: 702

12
13 **NOTICE OF HEARING ON DEBTOR'S MOTION FOR AUTHORITY TO (1) SELL**
EQUINE BRANDS AND ASSOCIATED INVENTORY AND (2) ENTER INTO
14 **SUPPLY AGREEMENT WITH MANNA PRO PRODUCTS**

15 **NOTICE IS HEREBY GIVEN** that Debtor has filed a motion (the "**Motion**") for
16 authority to: (1) sell its Natural Glo, Satin Finish and Max-E-Glo trademarks and the good will
17 and all other intellectual property rights associated with them and all then current and saleable
18 inventory of bags, packaging materials and bagged inventory, excluding rice bran oil, to Manna
19 Pro Products, LLC, a Missouri limited liability company ("**Buyer**"), for the cash purchase price
20 of \$650,000, plus an additional amount to be paid for inventory at Debtor's cost as determined
prior to closing; and, (2) enter into a Supply Agreement with Buyer pursuant to which Debtor
will be its exclusive supplier of stabilized rice bran ("**SRB**"), all pursuant to the terms and
conditions of the Asset Purchase Agreement dated March 16, 2010 between the Debtor and
Buyer (the "**Agreement**"), a copy of which is attached to the motion as Exhibit "A". The
following information is provided in regard to the proposed sale:

21 1. Name and Address of Prospective Purchaser:

22 Manna Pro Products, LLC
23 707 Spirit 40 Park Drive
Suite 150
24 Chesterfield, MO 63005

1 2. Description of Property:

2 Debtor’s Natural Glo, Satin Finish and Max-E-Glo trademarks and the good will and all
3 other intellectual property rights associated with them (the “**Assets**”) and all then current and
4 saleable inventory of bags, packaging materials and bagged inventory, excluding rice bran oil
5 (“**Purchased Inventory**” and collectively with the Assets, the “**Purchased Assets**”)

6 3. Sale Free and Clear/Description of Known Lienholders: The Purchased Assets
7 are to be sold and assigned free and clear of all pledges, liens, security interests, encumbrances,
8 claims (as claim is defined in Section 101(5) of the Bankruptcy Code), charges, options, and
9 interests, pursuant to 11 U.S.C. §§ 363(b), (f) and (m), including, without limitation, the liens,
10 claims and interests described herein, with all such liens, claims and interests to attach to the
11 proceeds of sale. The Purchased Assets are subject to a senior security interest in favor of Wells
12 Fargo Bank that secures all of Debtor’s obligations under its DIP Credit Facility, in the
13 maximum principal amount of \$6.75 million. There are no other known liens.

14 4. Terms and conditions: The sales price is \$650,000 plus an additional amount to
15 be paid for the inventory at Debtor’s cost as determined prior to closing, which Debtor estimates
16 at approximately \$50,000. Other terms and conditions are set forth in the Agreement. Buyer is
17 assuming no obligations of Debtor other than as expressly set forth in the Agreement.

18 5. Whether the prospective purchaser is an insider: Buyer is not an insider and has
19 no connection with the Debtor or its officers or directors. Debtor is requesting a finding that
20 Buyer is a good faith purchaser and is entitled to the protections afforded by 11 U.S.C. § 363(m).

21 6. Whether there is an appraisal: There is no appraisal.

22 7. Whether the sale is subject to higher and better offers: The sale is subject to
23 higher and better offers.

24 8. Bidding Procedures. Debtor has requested that the Court approve the following
25 bidding procedures:

 A. Participation Requirements. Unless otherwise ordered by the Court or as
 otherwise determined by Debtor, in consultation with counsel for the unsecured creditors’
 committee (the “**Committee**”), each person other than Buyer who wishes to participate in
 the Competitive Bidding Process (each, a “**Potential Bidder**”), must deliver to Debtor,
 Debtor’s counsel, and the Committee’s counsel (collectively, the “**Notice Parties**”):

 i) Confidentiality Agreement. An executed confidentiality agreement (to be
 delivered prior to the distribution of any confidential information by Debtor to a
 Potential Bidder) that shall not be on terms that, in Debtor’s reasonable judgment,
 are more favorable to the Potential Bidder than the confidentiality agreement
 executed by Buyer;

 ii) Financing Commitment. Written evidence of a firm, irrevocable commitment for
 financing and current financial statements of the Potential Bidder (audited, if
 available), or, if the Potential Bidder is an entity formed for the purpose of

1 acquiring the Purchased Assets, such financial statements of the equity holder(s)
2 of the Potential Bidder, or such other form of financial disclosure and credit-
3 quality support or enhancement that will allow Debtor and its financial advisors,
4 in consultation with the Committee, to make a reasonable determination as to the
Potential Bidder's financial and other capabilities to consummate the transactions
contemplated by the written proposal; and,

5 iii) Written Offer. A written proposal setting forth (a) the purchase price, (b) any
6 Purchased Assets expected to be excluded or any additional assets desired to be
7 included, (c) the structure of the financing of the transactions contemplated by the
8 proposal (including the sources of the financing for the purchase price), (d) any
9 anticipated corporate, stockholder, internal or regulatory consents or approvals
required to close the transactions contemplated by the proposal, together with the
anticipated time frame and any anticipated impediments for obtaining such
consents or approvals, and, (e) any conditions to closing that the Potential Bidder
may wish to impose in addition to those set forth in the Agreement.

10 B. Qualified Bidders. A Potential Bidder that substantially complies with the
11 foregoing requirements, as determined by Debtor in its reasonable business judgment, and
12 whose financial information demonstrates to Debtor's reasonable satisfaction (after
13 consultation with the Committee and Debtor's financial advisors) the financial capability
14 of the Potential Bidder to consummate the proposed transactions, will be deemed a
15 "**Qualified Bidder**." Notwithstanding the foregoing, Debtor may request such additional
16 information from a Potential Bidder as necessary to evaluate the Potential Bidder's ability
to consummate the proposed transactions and to fulfill its obligations in connection
therewith, and such Potential Bidder shall be obligated to provide such additional
information as a precondition to becoming a Qualified Bidder and participating in the
Competitive Bidding Process.

17 C. Copies to Buyer. Debtor shall deliver to Buyer copies of all proposals submitted
18 by Potential Bidders within one (1) business day after receipt thereof.

19 D. Due Diligence. No due diligence for anyone other than a Qualified Bidder who
20 has submitted a Qualified Bid (as defined below) will continue after the Bid Deadline.
21 Debtor will provide to Buyer prompt access to all due diligence materials and other
22 information provided to any Qualified Bidder that were not previously made available to
23 Buyer.

24 E. Bid Deadline. A Qualified Bidder that desires to make a bid will deliver written
25 copies of its bid to the Notice Parties in accordance with the notice provision set forth
above so as to be received no later than three (3) business days prior to the hearing on the
Sale Motion (the "**Bid Deadline**"). Debtor, after consultation with the Committee, may
extend the Bid Deadline once or successively. Debtor will promptly notify Buyer and all
Qualified Bidders of any extension of the Bid Deadline.

1 F. Qualified Bid. A bid submitted will be considered a “**Qualified Bid**” only if it is
2 submitted by a Qualified Bidder in accordance with these Bidding Procedures and
3 complies with all of the following:

4 i) Irrevocable Bid. The bid must state that it is irrevocable until the selection of the
5 Successful Bidder; provided, that if such Qualified Bidder is selected as the
6 Successful Bidder, its offer will remain irrevocable until the closing of the Sale to
7 the Successful Bidder;

8 ii) Marked Agreement. The bid must include a duly authorized and executed
9 agreement proposed by such Qualified Bidder (the “**Marked Agreement**”),
10 including the purchase price of the Purchased Assets expressed in U.S. Dollars
11 (the “**Offered Purchase Price**”), together with all exhibits and schedules thereto,
12 as well as copies of such materials marked to show those amendments and
13 modifications to the Agreement, which amendments and modifications shall, in
14 Debtor’s reasonable business judgment, be no less favorable than the terms and
15 conditions set forth in the Agreement;

16 iii) Financial Ability. The bid must include written evidence of a firm, irrevocable
17 commitment for financing, or other evidence of ability to consummate the
18 proposed transaction, that will allow Debtor (in consultation with the Committee)
19 to make a reasonable determination as to such Qualified Bidder’s financial and
20 other capabilities to consummate the transactions contemplated by the Marked
21 Agreement;

22 iv) No Due Diligence Contingency. The bid must not be conditioned on the outcome
23 of unperformed due diligence by such Qualified Bidder or any financing
24 contingency;

25 v) Higher and Better Offer. The bid must have a value to Debtor, in Debtor’s
reasonable business judgment (after consultation with its financial advisors and
the Committee), that is greater than or equal to the sum of (a) the Purchase Price
(as defined in the Agreement), plus (b) the amount of the Due Diligence Expense
Reimbursement, plus (c) \$10,000;

vi) Duly Authorized. The bid must include evidence, in form and substance
reasonably satisfactory to Debtor, of authorization and approval from such
Qualified Bidder’s board of directors (or comparable governing body) with
respect to the submission, execution and delivery of, and closing under, the
Marked Agreement;

vii) Non-refundable Deposit. The bid must be accompanied by a good faith deposit in
the form of a wire transfer (to a bank account specified by Debtor or to Escrow
Agent) in an amount equal to \$50,000, that is non-refundable in the event of a
default by the bidder; and

viii) Timeliness. The bid must be received by the Bid Deadline.

1 viii) Buyer/Agreement Deemed Qualified. Notwithstanding the foregoing, Buyer will
2 be deemed a Qualified Bidder, and the Agreement will be deemed a Qualified
3 Bid, for all purposes in connection with the Competitive Bidding Process and the
4 Sale.

5 G. Due Diligence Expense Reimbursement. Recognizing the value and benefits that
6 Buyer has provided to Debtor by entering into the Agreement, as well as Buyer's
7 expenditure of time, energy and resources, Debtor has agreed that if Buyer is not the
8 Successful Bidder, Debtor will, in the circumstances set forth in the Agreement, pay to
9 Buyer an amount equal to the lesser of: (i) its actual costs and expenses incurred in
10 connection with this Agreement, due diligence on the Purchased Assets (including
11 financial, tax, legal, operations, accounting, employee, customer and valuation due
12 diligence) and the transactions contemplated by the Agreement, including, without
13 limitation, attorneys' fees, consulting fees and advisory fees, and (ii) Fifty Thousand
14 Dollars (\$50,000), payable in accordance with the terms of the Agreement, Bid
15 Procedures Order and Sale Order.

16 H. Competitive Bidding Process. Copies of all Qualified Bids will be delivered to
17 Buyer when they are determined to be Qualified Bids but no later than two (2) calendar
18 days prior to the hearing on the Sale Motion. At least one (1) calendar day prior to the
19 hearing on the Sale Motion, Debtor will provide copies to Buyer and all other Qualified
20 Bidders of the Qualified Bid which Debtor believes, in its reasonable business judgment
21 after consultation with the Committee, is the highest or otherwise best offer (the
22 "**Starting Bid**"). The Competitive Bidding Process will run in accordance with the
23 following procedures:

- 24 i) No Unqualified Bids. Only Buyer and other Qualified Bidders will be entitled to
25 make bids during the Competitive Bidding Process;
- ii) No Collusion. Buyer and each other Qualified Bidder will be required to confirm
 that it has not engaged in any collusion with respect to the bidding or the Sale;
- iii) Minimum Bid Increments. Bidding will begin with the Starting Bid and continue,
 in one or more rounds of bidding, so long as during each round at least one
 subsequent bid is submitted by a Qualified Bidder that improves upon such
 Qualified Bidder's immediately prior Qualified Bid, by an incremental value to
 the estate of at least \$10,000 over the prior bid (in each case net of the amount of
 any Due Diligence Expense Reimbursement that would be payable if such
 Qualified Bid was the Successful Bid);
- iv) Credit Bid by Buyer. Buyer shall be entitled to credit the amount of the Due
 Diligence Expense Reimbursement, *i.e.*, \$50,000, in connection with making any
 subsequent bids during the Competitive Bidding Process; and
- v) Alternative Consideration. In the event that a Qualified Bid contains non-cash
 consideration, the assumption of any debt or liabilities of Debtor (other than to the
 extent already expressly set forth in the Agreement), a proposal to pay any

1 amounts to Debtor based on future contingencies, or otherwise provide Debtor
2 with any form of consideration other than cash at closing (collectively,
3 “**Alternative Consideration**”), Debtor, in consultation with the Committee and
4 Debtor’s advisors, shall announce during the Competitive Bidding Process what
value Debtor reasonably believes any such Alternative Consideration will have for
purposes of determining the actual, present value of any such bid.

5 vi) Supplemental Procedures. Notwithstanding any of the foregoing, Debtor, after
6 consultation with Debtor’s advisors, and the Committee, may adopt such other
7 rules for the Competitive Bidding Processes as it reasonably anticipates will result
8 in the highest or best value for the estate and which are not inconsistent with any
Bankruptcy Court order, provided that such other rules are not inconsistent with
these Bid Procedures and are communicated to all participants during or prior to
the Competitive Bidding Process.

9 I. Selection of Successful Bid. Prior to the conclusion of the Competitive Bidding
10 Process, Debtor, in consultation with the Committee, will (a) review and evaluate
11 each Qualified Bid and (b) identify the highest or otherwise best offer for the
12 Purchased Assets (the “**Successful Bid**” and the bidder(s) making such bid, the
13 “**Successful Bidder**”). Such determination will be final, subject to approval by
the Bankruptcy Court. In the event that Buyer is not the Successful Bidder, Buyer
may serve as back-up bidder under such terms and conditions as Buyer may
designate on the record at the hearing on the Motion.

14 J. Bidding Procedures Motion. Debtor has filed a separate Bidding Procedures
15 Motion, which is scheduled to be heard by the Court on March 30, 2010, at 1:30 p.m. It
16 is the responsibility of each Potential Bidder to contact counsel for Debtor thereafter or to
otherwise ascertain whether the foregoing bidding procedures have been adopted and
approved by the court and, if not, in what respects they have been changed.

17 9. Supply Agreement. As part of the sales transaction, Debtor and Buyer will also
18 enter into a Supply Agreement in the form attached to the Agreement as Exhibit 1. Pursuant to
19 the Supply Agreement, NutraCea will be the exclusive supplier of SRB to Buyer for so long as it
20 markets SRB products under any of the assigned trademarks. Buyer will be given “most favored
customer” status, and will co-brand the products with Debtor’s approved logo. Debtor
anticipates that the Supply Agreement will generate sales of approximately \$1,800,000 per year.

21 10. Whether any compensation will be paid for the sale and assignment: No
22 compensation will be paid for the sale and assignment.

23 11. How to obtain additional information on the Purchased Assets. To obtain
24 additional information on the Purchases Assets contact Bill Cadigan at 602-522-3000.

25 **FURTHER NOTICE IS HEREBY GIVEN** that a hearing on the Motion will be held on
the 12th day of April, 2010, at 9:00 a.m., at the United States Bankruptcy Court, 230 North First

1 Avenue, Courtroom 702, 7th floor, Phoenix, Arizona 85003, before the **Honorable George B.**
2 **Nielsen, Jr.**, at which time higher and better offers will be entertained.

3 **FURTHER NOTICE IS HEREBY GIVEN** that any objections to the Motion must be
4 filed with the Clerk of the United States Bankruptcy Court: (a) by hand-delivery or mail to 230
5 North First Avenue, Suite 101, Phoenix, Arizona, or (b) electronically at the Court's web site:
6 ecf.azb.uscourts.gov, using the Court's electronic filing procedures, so that such objections are
7 received five (5) business days before the hearing. A copy of any objection must also be served
8 upon Debtor's attorney at the address set forth above. A copy of the Motion may be obtained by
9 contacting Debtor's attorney at the address set forth above.

7 DATED this 19th day of March, 2010.

8
9 FORRESTER & WORTH, PLLC

10 /s/ SCF (006342)
11 S. Cary Forrester
12 Attorneys for the Debtor

12 Copy e-mailed March 19, 2010 and/or
13 mailed March 22, 2010 to all those on the
14 service list attached hereto and to all those
15 listed on the Master Mailing List on file
16 with this court.

16 /s/ Carrie A. Lawrence
17 Carrie A. Lawrence

18
19
20
21
22
23
24
25

AETNA
P.O.BOX 88860
CHICAGO, IL 60695

Henderikus Hoogenkemp
Grote Leef 36
6581 JG Malden
Netherlands

Weintraub Genshlea Chediak Law
Corporation
400 Capitol Mall, 11th Fl.
Sacramento, CA 95814

Audio Video Resources Inc.
4323 E Cotton Center Blvd
Phoenix, AZ 85040

Herbalscience Singapore PTE LTD
1 Science Park Rd. #01-07
The Capricorn
Singapore Science Park II
Singapore

Wellington Foods
3250 E. 29th Street
Long Beach, CA 90806

Jim Michaels
Brycon Inc.
6150 W. Chandler Blvd , Suite #39
Chandler, AZ 85226

Louisiana Rice Mill
102 South 13th Street.
Mermentau, LA 70556

Farmers Rice Milling Company, Inc.
c/o Jeffrey W. Peters
Corporate Counsel
P.O. Box 788
Baton Rouge, LA 70821

PHD Technologies, LLC
3234 Bayberry Road
Ames, IA 50014

McDermott, Will & Emery
600 13th Street, N.W.
Washington, DC 20005-3096

Gallagher & Kennedy, P.A.
John R. Clemency
2575 E. Camelback Rd., Ste 1100
Phoenix, AZ 85016

Farmers Rice Cooperative
1760 Creekside Oaks Dr. Ste 200
Sacramento, CA 95833

Osborn Maledon, P.A.
IOLTA Account
2929 N. Central Ave.
Phoenix, AZ 85012

Richard J. Cuellar
Office of U.S. Trustee
230 N. First Avenue, Suite 204
Phoenix, AZ 85003

Farmers Rice Milling CO. Inc.
P.O. Box 98509
Baton Rouge, LA 70884

Primeshares
Attention: RVS
261 Fifth Avenue, 22nd Floor
New York, NY 10016

Todd Tuggle
Jennings Strouss & Salmon
201 E. Washington St., 11th Fl.
Phoenix, AZ 85004-2385

Foley & Lardner, LLP
35th Floor, One Century Plaza
2029 Century Park East
Los, Angeles, CA 90067

MSS Technologies, Inc
3202 E Harbour Dr., Suite One
Phoenix, AZ 85034

Bryson Law Firm, PLC
7227 E. Baseline Rd., Suite 114
Mesa, AZ 85209

Chad L. Schexnayder
Christopher R. Stovall
Jennings Haug, et al
2800 N. Central Ave., #1800
Phoenix, AZ 85004

Navigant Consulting, Inc.
30 S. Wacker Drive, Suite 3100
Chicago, IL 60606

Gerald Shelley
FENNEMORE CRAIG P.C.
3003 N. Central Ave, Suite 2600
Phoenix, AZ 85012-2913

Hadasit Medical and Research Svc.
and Development Ltd.
P.O. Box 12000
Jerusalem Israel 91120

Sacramento Bag MFG. CO.
P.O. Box 1788
Woodland, CA 95696-6122

Linda Boyle
tw telecom inc
10475 Park Meadows Drive, #400
Littleton, CO 80124

Baruch Halpern
Halpern Capital
18851 Northeast 29th Ave
Miami, FL 33180

Bart
TREA, Inc
4216 S. 36th Place
Phoenix, AZ 85040

Drane, Freyer and Lapins
Attn.: Wendy Freyer, Esq. 150 North
Wacker Drive, 8th Fl.
Chicago, IL 60606

James E. Cross, Esq.
Brenda K. Martin, Esq.
OSBORN MALEDON, P.A.
2929 N. Central Ave., Suite 2100
Phoenix, AZ 85012

Sarah D. Moyed
5670 Wilshire Boulevard, 11th Floor
Los Angeles, CA 90036

Aaron A. Tigert, Esq.
Vita Plus Corporation
2514 Fish Hatchery Rd
P.O. Box 259126
Madison, WI 53725

Phil S. Flemming
YEN PILCH KOMADINA &
FLEMMING, P.C.
6017 N. 15th Street
Phoenix, Arizona 85014

ADM Alliance Nutrition
Judith A. Reynolds, Ph.D., P.A.S.
Equine Nutritionist
1000 N. 30th Street
Quincy, IL 62305

Stephen L. Williamson Montgomery,
Barnett, Brown, Read, Hammond &
Mintz, L.L. P.
3300 Energy Centre,
1100 Poydras St.
New Orleans, LA 70163

James R. Wakefield, Esq.
Charles P. Murawski, Esq.
Cummins & White, LLP
2424 SE Bristol Street, Suite 300
Newport Beach, CA 92660

Carolyn J. Johnsen
Jennings, Strouss & Salmon, P.L.C.
201 E. Washington St., 11th Floor
Phoenix, AZ 85004-2385

Purina Mills, LLC
Mr. Brad Schu
Vice President
Lifestyle Feeds Business Group
100 Danforth Drive
Gray Summit, MO 63039

Biovance Life Sciences
11515 North 84th Street
Omaha, NE 68122

Thomas G. Luikens, Esq.
Joseph M. Hillegas, Jr., Esq.
Ayers & Brown, PC
4227 N. 32nd Street, 1st Floor
Phoenix, AZ 85018

David W. Creeggan, Esq.
Trainor Fairbrook
980 Fulton Avenue
Sacramento, CA 95825

Gammage & Burnham P.L.C.
Attention: Jonathan A. Bennett
Two North Central Avenue
18th Floor
Phoenix, Arizona 85004

Star Milling Company, Inc.
Bill Cramer, President
24067 Water Street
P.O. Box 1987
Perris, CA 92572-1987

Cargill Animal Nutrition
Roy A. Johnson
Technology Development Manager
Horse & Specialty Products
12900 Whitewater Drive MS 14
Minnetonka, MN 55343

File a Notice of Hearing :[2:09-bk-28817-CGC Nutracea, a California corporation](#)

Type: bk

Chapter: 11 v

Office: 2 (Phoenix)

Assets: y

Judge: CGC

U.S. Bankruptcy Court**District of Arizona**

Notice of Electronic Filing

The following transaction was received from S. CARY FORRESTER entered on 3/19/2010 at 3:45 PM AZ and filed on 3/19/2010

Case Name: Nutracea, a California corporation**Case Number:** [2:09-bk-28817-CGC](#)**Document Number:** [340](#)**Docket Text:**

Notice of Hearing on Motion for Authority to (1) Sell Equine Brands and Associated Inventory and (2) Enter Into Supply Agreement with Manna Pro Products filed by S. CARY FORRESTER of FORRESTER & WORTH, PLLC on behalf of Nutracea, a California corporation (related document(s) [336] Motion to Approve Sale) Hearing on Motion set for 4/12/2010 at 09:00 AM at 230 N. First Ave., 7th Floor, Courtroom 702, Phoenix, AZ (GBN).(FORRESTER, S.)

The following document(s) are associated with this transaction:

Document description:Main Document**Original filename:**C:\fakepath\NOH on Sale Motion.pdf**Electronic document Stamp:**

[STAMP bkecfStamp_ID=875559564 [Date=3/19/2010] [FileNumber=17098748-0] [7e3e70dceb1da2a24ea721b387b5d542b2c27acea59ffb2a1edf2ca905b8f773ba066c83368c3ea26994893f712ea558ec1910a7154388b85959dbd4918eb3f6]]

2:09-bk-28817-CGC Notice will be electronically mailed to:

KEVIN J. BLAKLEY on behalf of Creditor GANADO PAINTING AND WALL COVERING, INC.
kblakley@glaw.com

J. JAMES CHRISTIAN on behalf of Defendant Harvey Pensack
jjc@tblaw.com, jeg@tblaw.com;sab@tblaw.com

JOHN R. CLEMENCY on behalf of Creditor WELLS FARGO BANK, N.A.
john.clemency@gknet.com, donna.elliott@gknet.com;maricella.nunez@gknet.com

JAMES E. CROSS on behalf of Debtor Nutracea, a California corporation
jcross@omlaw.com, kstewart@omlaw.com

RICHARD J. CUELLAR on behalf of U.S. Trustee U.S. TRUSTEE
ric.j.cuellar@usdoj.gov, coleen.craig@usdoj.gov

S. CARY FORRESTER on behalf of Debtor Nutracea, a California corporation
scf@fwlawaz.com

RICHARD G. HIMELRICK on behalf of Defendant Harvey Pensack
rgh@tblaw.com, sab@tblaw.com

KERRY HODGES on behalf of Creditor Committee Unsecured Creditors Committee
khodges@jsslaw.com, sbermingham@jsslaw.com

CAROLYN J. JOHNSEN on behalf of Creditor Committee Unsecured Creditors Committee
cjjohnsen@jsslaw.com

THOMAS G. LUIKENS on behalf of Creditor AICCO, Inc.
Thomas.Luikens@azbar.org, tglegalassistant@earthlink.net

JEFFREY W PETERS on behalf of Creditor Farmers Rice Milling Company, Inc.
jpeters@powellgroup.com

JULIE RYSTAD on behalf of Creditor WELLS FARGO BANK, N.A.
julie.rystad@gknet.com

CHAD L. SCHEXNAYDER on behalf of Creditor AVAZ, Inc. d/b/a Audio Video Resources
cls@jhc-law.com, sh@jhc-law.com

GERALD L. SHELLEY on behalf of Interested Party Bradley Edson
gshelley@fclaw.com, hlahren@fclaw.com

TODD B. TUGGLE on behalf of Creditor W.D. Manor Mechancial Contractors
ttuggle@jsslaw.com

STEPHEN L WILLIAMSON on behalf of Creditor Farmers Rice Milling Company, Inc.
swilliamson@monbar.com, ymaranto@monbar.com