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Signed and Filed: April 23, 2025

DENNIS MONTALI
U.S. Bankruptcy Judge

Attorney for Reorganized Debtor
Red Bay Coffee Company, Inc.

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION

In re

RED BAY COFFEE COMPANY, INC.
f/k/a Red Bay Coffee Company LLC

EIN 46-5183215

Debtor.

Case No. 24-41317 DM

Chapter 11

CONFIRMATION HEARING

Date: April 21, 2025

Time: 10:00 a.m.

Room: Via Tele/Videoconference
www.canb.uscourts.gov/calendars

Courtroom 17
Phillip Burton Federal Building
450 Golden Gate Avenue
16th Floor
San Francisco, CA 94102

Hon. Dennis Montali

**ORDER CONFIRMING PLAN OF REORGANIZATION UNDER CHAPTER 11
(SUBCHAPTER V) AS MODIFIED**

This case came before the court on April 21, 2025 for a hearing to consider confirmation of Small Business Debtor Red Bay Coffee Company, Inc.'s Plan of Reorganization dated February 7, 2025.¹ Appearances were as noted on the record.

Based on the court's findings of fact and conclusions of law as stated on the record during the confirmation hearing, the court ORDERS as follows:

¹ Dkt. # 97.

1 APPROVED AS TO FORM:

2 Dated: April 22, 2025

BELVEDERE LEGAL, P.C.

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/s/ Matthew D. Metzger
MATTHEW D. METZGER

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Attorney for Debtor-in-Possession
Red Bay Coffee Company, Inc.

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6

WEINTRAUB ZOLKIN TALERICO & SELTH LLP

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Dated: April 22, 2025

/s/ Derrick Talerico
DERRICK TALERICO

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Attorneys for West Valley Associates, LLC and
Gregg Seltzer as Trustee of the Gregg Michael Seltzer
and Julie Paris Seltzer Trust dated December 30, 1992

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Dated: April 22, 2025

/s/ Mark M. Sharf
MARK M. SHARF

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Subchapter V Trustee

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Signed and Filed: April 23, 2025

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DENNIS MONTALI
U.S. Bankruptcy Judge

6 Attorney for Debtor-in-Possession
7 Red Bay Coffee Company, Inc.

8 **UNITED STATES BANKRUPTCY COURT**
9 **NORTHERN DISTRICT OF CALIFORNIA**
10 **OAKLAND DIVISION**

10 **In re**

11 **RED BAY COFFEE COMPANY, INC.**
12 **f/k/a Red Bay Coffee Company LLC**

13 **EIN 46-5183215**

14 **Debtor.**

Case No. 24-41317 DM

Chapter 11

**ORDER GRANTING
MOTION TO COMPROMISE
CONTROVERSY WITH WEST VALLEY
ASSOCIATES, LLC, ET AL.**

Date:

Time:

Room: Via Tele/Videoconference
www.canb.uscourts.gov/calendars

Courtroom 17
Phillip Burton Federal Building
450 Golden Gate Avenue
16th Floor
San Francisco, CA 94102

Hon. Dennis Montali

22 The Court, having reviewed the *Motion to Compromise Controversy with West Valley*
23 *Associates, LLC et al.* (the “Motion”) filed by Red Bay Coffee Company, Inc., (the “Debtor”) and
24 the supporting declaration of counsel, and it appearing that notice of the motion pursuant to the
25 Court’s order shortening time¹ is adequate, and that good cause exists, it is hereby ORDERED as
26 follows:

27 _____
28 ¹ See Dkt. #s 127, 130.

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Fill in this information to identify the case:

Debtor Name: Red Bay Coffee Company, Inc.
United States Bankruptcy Court for the Northern District of California
Case Number: 24-41317 DM 11

Check if this is an amended filing

Northern District of California

Plan of Reorganization for Small Business Debtor Under Chapter 11, Subchapter V

Red Bay Coffee Company, Inc.'s Plan of Reorganization, Dated February 7, 2025

Background for Cases Filed Under Subchapter V

A. Description and History of the Debtor's Business

The Debtor Red Bay Coffee Company, Inc. ("RBC" or the "Debtor") is a Delaware corporation. RBC was originally incorporated in the State of California on or about August 9, 2013 but later merged to a Delaware corporation on or about December 3, 2018.

RBC operates three (3) business channels: 1) sale of RBC's signature line or ready-to-drink canned cold brew coffee and roasted coffee beans sold at grocery stores and offices nationwide ("Wholesale"); 2) operations at leased locations, as well as a mobile Coffee Van ("Retail Cafes") and 3) E-commerce of coffee products direct to consumer from RBC's Roastery and related warehouse("E-Commerce"). The Debtor sells coffee beans roasted by RBC that RBC sources from coffee purveyors around the world who purchase the beans from farmers in separate, antecedent transactions ("Roasted Bean Sales") through all three business channels.

The direct and indirect lingering effect from the Covid-19 pandemic were the indirect cause of great financial stress to the RBC's businesses, together with the additional economic impact of two pre-petition litigation cases prompted RBC to reorganize its business through Subchapter V of chapter 11.

B. Liquidation Analysis

To confirm the Plan, the Court must find that all creditors and equity interest holders who do not accept the Plan will receive at least as much under the Plan as such creditors and equity interest holders would receive in a chapter 7 liquidation. A liquidation analysis is attached to the Plan as **Exhibit A**.

The Debtor's liquidation analysis shows that unsecured creditors would receive **\$287,342.70** if the assets were liquidated in Chapter 7.

C. Ability to Make Future Plan Payments and Operate Without Further Reorganization

The Debtor must also show that it will have enough cash to make the required Plan payments and operate the debtor's business, if contemplated by the Plan.

The Debtor has provided projected financial information / feasibility analysis as **Exhibit B**. Debtor's projected effective date feasibility analysis is set forth in **Exhibit C**.

The Plan term is five (5) years; however, the Debtor has included cash flow projections and profit and loss forecast projections for a three (3) year term. The Debtor's three (3) year forecasts are properly aligned with Debtor's product releases, marketing strategies, potential financing, and specific cash allocations within a 24–36-month period that will allow the Debtor to strategically manage Debtor's business. Any forecast beyond a 36-month term would not coincide with Debtor's internal business strategies with realistic achievable goals.

While the future is uncertain and without a guarantee, the three (3) year quarterly forecasts provides the Debtor’s most accurate projections. The Debtor’s three (3) year quarterly cashflow forecast is attached as **Exhibit D**. The Debtor’s three (3) year quarterly Profit & Loss forecast is attached as **Exhibit E**.

The Debtor’s financial projections show that the Debtor will have projected disposable income (as defined by § 1191(d) of the Code) for the period described in § 1191(c)(2) of the Code (3 to 5 years) of **\$83,106.33**.

The final Plan payment is expected to be paid on **April 1, 2030**, which is anticipated to be **60** months after the effective date.

You should consult with your accountant or other financial advisor if you have any questions pertaining to these projections.

Article 1: Summary

This Plan of Reorganization (the “Plan”) under chapter 11 of the Bankruptcy Code (the “Code”) proposes to pay creditors of [insert the name of the Debtor] (the Debtor) from [Specify sources of payment, such as an infusion of capital, loan proceeds, sale of assets, cash flow from operations, or future income].

This Plan provides for:	2	classes of priority claims;
	1	classes of secured claims;
	2	classes of non-priority unsecured claims; and
	1	classes of equity security holders.

Non-priority unsecured creditors holding allowed claims will receive distributions, which the proponent of this Plan has valued at approximately 15 cents on the dollar [or] is unable to estimate the distribution to creditors, consistent with the liquidation analysis in Exhibit A and projected disposable income in Exhibit B. This Plan also provides for the payment of administrative and priority claims.

All creditors and equity security holders should refer to Articles 3 through 6 of this Plan for information regarding the precise treatment of their claim. **Your rights may be affected. You should read these papers carefully and discuss them with your attorney, if you have one. (If you do not have an attorney, you may wish to consult one.)**

Article 2: Classification of Claims and Interests

2.01	Class 1A	All allowed employee wage claims entitled to priority under § 507(a) of the Code (except administrative expense claims under § 507(a)(2) of the Code, and priority tax claims under § 507(a)(8) of the Code). Class 1A is unimpaired.
2.01	Class 1B	All allowed § 503(b)(9) claims for goods purchased within 20 days of the August 29, 2024 petition date (except administrative expense claims under § 507(a)(2) of the Code, and priority tax claims under § 507(a)(8) of the Code). Class 1B is unimpaired.
2.02	Class 2	The claim of Banc of America Leasing & Capital, LLC to the extent allowed as a secured claim under § 506 of the Code. Class 2 is unimpaired.
2.03	Class 3A	All non-priority unsecured claims allowed under § 502 of the Code. Class 3A is impaired, including both allowed claims and disputed claims, i.e. claimants

that were listed as disputed on Debtor's schedules and were required to timely file a proof of claim and did not do so.

2.04 **Class 3C** All non-priority unsecured insider claims subordinated under § 510(b) & (c) of the Code. Class 3C is unimpaired.

2.05 **Class 4** Equity interests of the Debtor. Class 4 is unimpaired.

Article 3: Treatment of Administrative Expense Claims, and Priority Tax Claims

3.01 **Unclassified claims** Under § 1123(a)(1) of the Code, administrative expense claims, and priority tax claims are not classified.

3.02 **Administrative expense claims** Each holder of an administrative expense claim allowed under § 503 of the Code will be paid, pursuant to form, amount, and timing of distribution hereinbelow, or if later, at a start date as soon as the Bankruptcy Court enters an order approving a fee application in connection therewith.

Administrative Claimants shall file any compensation applications (on an interim or final basis) by July 1, 2025. If an administrative claimant does not file a compensation application by July 1, 2025, the administrative claimant shall not have a claim against the Debtor's estate.

Claimant	Amount	Payment Term
3060 Fillmore CenterCal, LLC c/o Brian D. Huben, Esq./Ballard Spahr LLP 2029 Century Park East, Suite 1400 Los Angeles, CA 90067-2915 (Claim 30)	\$12,075.47	Claim paid in full on Effective Date
Mark Sharf Subchapter V Trustee 6080 Center Drive, Suite 600 Los Angeles, CA 90045	Est. \$25,000	Paid on the later of the Effective Date, or as soon as the Bankruptcy Court enters an order approving a fee application in connection therewith.
Matthew D. Metzger Belvedere Legal, PC 1777 Borel Place, Suite 314 San Mateo, CA 94402	Est. \$70,000	Paid on the later of the Effective Date, or as soon as the Bankruptcy Court enters an order approving a fee application in connection therewith.
Total	\$107,075.47	

3.03 **Priority tax claims** Debtor shall set aside a total amount of **\$12,524.68** in the Disputed Claim Reserve for the payment of Priority tax claims. Debtor shall prosecute

objections to all priority tax claims listed in Section 3.03. If Debtor does not prosecute the claim objection(s) or the claim objection(s) is/are overruled, priority tax creditors shall receive payment in full from the Disputed Claim Reserve.

Claimant	Priority Amount Claimed	Priority Amount Paid and Payment Term
Internal Revenue Service Insolvency Group 8 1301 Clay St, M/S 1400S Oakland, CA 94612 (the "IRS")	\$1,194.09	Claim 13-1 asserts a priority unsecured claim of \$1,194.09 based on estimate/no tax return filed for the 2023 and 2024 tax years. Debtor will file and prosecute a claim objection; if a claim objection is not filed, Debtor shall pay claim from Disputed Claim Reserve.
Bankruptcy Section MS A340 Franchise Tax Board PO Box 2952 Sacramento, CA 95812-2952 (the "FTB")	\$856.78	Claim 27-1 asserts a priority unsecured claim of \$856.78 based on estimate/no tax return filed for the 2023 tax year. Debtor will file and prosecute a claim objection; if a claim objection is not filed, Debtor shall pay claim from Disputed Claim Reserve.
California Dept. of Tax and Fee Administration Collections Support Bureau Mic: 29 PO Box 942879 Sacramento, CA 94279-0029 (the "CDTFA")	\$1,627.79	Claim 15-1 asserts a priority unsecured claim of \$856.78 based on estimate/no tax return filed for the 2022 and 2024 tax years. Debtor will file and prosecute a claim objection; if a claim objection is not filed, Debtor shall pay claim from Disputed Claim Reserve.

Alameda County Tax Collector Attn: Henry C. Levy, Tax Collector 1221 Oak Street, Room 131 Oakland, CA 94612 (the "ACTC")	\$2,407.62	Claim 28-1 asserts a priority unsecured claim of \$2,407.62 based on unsecured property taxes. By May 1, 2025, Debtor will file and prosecute an objection to Claim 28.1. Debtor will file and prosecute a claim objection; if a claim objection is not filed, Debtor shall pay claim from Disputed Claim Reserve.
City and County of San Francisco Tax Collector P.O. Box 7024 San Francisco, CA 94120-7027 (the "SFTC")	\$6,438.40	Claim 32-1 asserts a priority unsecured claim of \$6,438.40 based on unsecured property taxes. Debtor will file and prosecute a claim objection; if a claim objection is not filed, Debtor shall pay claim from Disputed Claim Reserve.
Total	\$12,524.68	

Article 4: Treatment of Claims and Interests Under the Plan

4.01 **Claims and interests shall be treated as follows under this Plan:**

Class	Impairment	Treatment
Class 1 – Priority claims excluding those in Article 3	<input type="checkbox"/> Impaired	Class 1 contains all pre-petition priority unsecured employee wage claims listed on Debtor’s Schedule E. Dkt. # 49. All Class 1A claims were paid in full pre-confirmation pursuant to Debtor’s employee wage motion, Dkt. # 21, and the Court’s November 1, 2024 <i>Final Order Granting Debtor’s Motion for Authority to (A) Pay Prepetition Wages in the Ordinary Course</i> . Dkt. # 66. Thus, Class 1 claims are unimpaired and shall take nothing from Debtor’s Plan. To avoid unnecessary redundancy, the names of employee priority wage claimants already paid are not included in the Plan
	<input checked="" type="checkbox"/> Unimpaired	
Class 1B – Priority § 503(b)(9) claims excluding	<input type="checkbox"/> Impaired	Class 1B contains all allowed § 503(b)(9) claims for goods purchased within 20 days of the August 29, 2024 petition date (except administrative expense claims under § 507(a)(2) of the Code, and priority tax claims under § 507(a)(8) of the Code). The Debtor received authority to pay the § 503(b) claims pursuant to the <i>Final Order Granting Debtor’s Emergency Motion under 11 U.S.C. §§105(a) and 363(b) for Order Authorizing Debtor to Pay Critical Vendors</i> , Dkt. # 65 (the “Critical Vendor Payments”) but has not yet
	<input checked="" type="checkbox"/> Unimpaired	

those in Article 3

completed the authorized critical vendor payments. Debtor shall completely pay all Class 1B Critical Vendor Payments allowed § 503(b)(9) claims by the Plan's Effective Date. The class is unimpaired as payment in full shall occur by the Effective Date.

Claim No	Name of Creditor	Amount of Claim	Disputed Y/N	Allowed Amount	Dividend	Total Amount Paid by Effective Date	Payment No.
	Cape Horn Coffees Attn: Current Officer 191 University Blvd. # 515 Denver, CO 80206	\$24,141.92	N	\$24,141.92	100%	\$24,141.92	1
	JNP Coffee Attn: Current Officer PO Box 576 Shrewsbury, MA 01545	27,976.81	N	27,976.81	100%	27,976.81	1
	Onyx Coffee LLC Attn: Managing Member 101 E. Walnut St. Rogers, AR 72756	\$21,735.08	N	\$21,735.08	100%	\$21,735.08	1
	Royal Coffee Attn: Current Officer 3306 Powell St. Emeryville, CA 94608	\$26,511.61	N	\$26,511.61	100%	\$26,511.61	1
	Sucafina Attn: Current Officer 109 North 12th Street Brooklyn, NY 11249	\$24,141.92	N	\$24,141.92	100%	\$24,141.92	1
	Trabocca Coffee Attn: Current Officer 100 Enterprise Way 101-B Scotts Valley, CA 95066	\$4,067.53	N	\$4,067.53	100%	\$4,067.53	1
	Total	\$128,574.87		\$128,574.87		\$128,574.87	

Class 2 –
Secured claim of Banc of America Leasing & Capital, LLC

- Impaired
- Unimpaired

The claim of Banc of America Leasing & Capital, LLC to the extent allowed as a secured claim under § 506 of the Code. Class 2 is unimpaired and unaffected by Debtor's Plan. The total estimated remaining balance is **\$1,316.75**. Debtor shall continue making ordinary course installment payments under the terms of the pre-petition financing agreement.

Class 3A –
**Non-
 priority
 unsecured
 creditors**

Impaired
 Unimpaired

General Unsecured Claims. Debtor shall pay all allowed claims that were timely filed before the November 7, 2024 bar date, or lease rejection claims timely filed by December 5, 2024, and undisputed, scheduled claims.

Regarding claimants that the Debtor disputed Debtor's schedules and were required to timely file a proof of claim and did not do so, disputed creditors that did not file proofs of claim shall take nothing from Debtor's Plan ("Disallowed Claims").

A table identifying all Class 3A creditors and payment schedules is set forth in **Exhibit F**. Table 3A.1 identifies allowed paid a 14.15% dividend on a quarterly basis as well as disputed claims included in Debtor's Disputed Claim Reserve. Table 3A.2 identifies Disallowed Claims.

Debtor notes that for Disputed Claims that also qualify for critical vendor claims as § 503(b)(9) claims for goods purchased within 20 days of the August 29, 2024 petition date and Debtor disputed only the amount, Debtor has allowed all § 503(b)(9) claims in Class 1B and shall pay the claims identified Class 1B by and through Class 1B.

Debtor disputes Claim 31-1 and 33-1, both which were untimely filed after the November 7, 2024 bar date. The claims of Probat, Inc. (31-1) and Procopio, Cory, Hargreaves & Savitch LLP (33-1) were listed as disputed on the Debtor's schedules. As the disputed creditors were required to timely file a proof of claim and did not do so, said creditors cannot participate in plan voting or obtain a distribution from the estate

Debtor shall prosecute objections to claims 31-1 and 33-1 on the foregoing grounds. Until such time as the claim objections are resolved, Debtor shall set aside a 14.15% dividend for Claim 31-1 in the amount of \$10,612.86 and for Claim 33-1 in the amount of \$808.13, until such time as Debtor's claim objections are resolved.

Class 3A shall be paid a total amount that does not exceed **\$445,058.84**, if the Debtor pays over the full 60-month term, with payments commencing on April 1, 2025 or 30 days after confirmation of the reorganization plan by the Court, whichever is later. Debtor shall make all Class 3A payments in quarterly installments as identified in Exhibit F.

Class 3C –
**Insider Pre-
 Petition
 Note
 Holders**

Impaired
 Unimpaired

All non-priority unsecured insider claims subordinated under § 510(b) &(c) of the Code. Pre-petition, two statutory insider members of Debtor's board of directors lent \$550,000 each to the Debtor in the form of notes with the option to convert to equity.

Both Class 3C members' notes would be wholly subordinated to all administrative, priority and unsecured creditors, whether in a subsequent Chapter 7 case or in this Chapter 11 case, regardless of amounts actually provided for in the instant plan.

However, the Debtor Class 3C members have elected to convert the pre-petition notes to equity in the form of Series C preferred stock. Thus, Class 3C members shall receive nothing from Debtor's Plan. Prior to plan confirmation, Debtor shall provide written confirmation that Class 3C members have converted their claims to equity.

Class 3C is unimpaired

Claim No	Name of Creditor	Amount of Claim	Disputed Y/N	Allowed Amount	Dividend	Total Amount Paid	Quarterly Payment
	David Drummond 2171 Landings Dr Mountain View, CA 94043	\$550,000.00	N	\$550,000.00	0%	\$0.00	N.A.
	Red Bay Coffee CA II LLC Attn: Managing Member 222 N. Canal Street Chicago, IL 60606	\$550,000.00	N	\$550,000.00	0%	\$0.00	N.A.

Class 4 – Equity security holders of the Debtor

Impaired

Unimpaired

All Class 4 Equity Security holders are unimpaired are not affected by Debtor's Plan. All pre-petition equity and shareholder agreements remain unaffected by Debtor's chapter 11 bankruptcy reorganization. Class 4 is unimpaired.

Name	Class	Class	Interest
Bronze Venture Fund I LP 425 East Strawberry Drive Mill Valley, CA 94941	Series A Preferred	Series A Preferred	Preferred
Bronze Venture Fund I LP 425 East Strawberry Drive Mill Valley, CA 94941	Series B - Preferred	Series B - Preferred	Preferred
Bronze Venture Fund I LP 425 East Strawberry Drive Mill Valley, CA 94941	Series B1 - Preferred	Series B1 - Preferred	Preferred
Bronze Venture Fund I LP 425 East Strawberry Drive Mill Valley, CA 94941	Class A Common Warrant	Class A Common Warrant	Common
CA Advisory LLC 222 N. Canal Street, 3rd Fl Chicago, IL 60606-0000	Class A Common Warrant	Class A Common Warrant	Common
CA Advisory LLC 222 N. Canal Street, 3rd Fl Chicago, IL 60606-0000	Class A Common Warrant	Class A Common Warrant	Common
Cleveland Manor Investments II LLC 222 N. Canal Street, 3rd Fl Chicago, IL 60606-0000	Series A Preferred	Series A Preferred	Preferred

Cleveland Manor Investments II LLC 222 N. Canal Street, 3rd Fl Chicago, IL 60606-0000	Series B1 - Preferred	Series B1 - Preferred	Preferred
Cleveland Manor Investments II LLC 222 N. Canal Street, 3rd Fl Chicago, IL 60606-0000	Class A Common Warrant	Class A Common Warrant	Common
Individual common shareholders (non-corp) 3136 International Blvd, 2nd Fl. Oakland, CA 94601-0000	Class A Common	Class A Common	Common
Individual common shareholders (non-corp) 3136 International Blvd, 2nd Fl. Oakland, CA 94601-0000	Class B Common	Class B Common	Common
Individual common shareholders (non-corp) 3136 International Blvd, 2nd Fl. Oakland, CA 94601-0000	Class A Common Warrant	Class A Common Warrant	Common
individual pool stock option holders 3136 International Blvd, 2nd Fl. Oakland, CA 94601-0000	Options and RSU's Outstanding Under 2018 Equity Incentive Plan	Options and RSU's Outstanding Under 2018 Equity Incentive Plan	Options
Individual preferred shareholders (non-corp) 3136 International Blvd, 2nd Fl. Oakland, CA 94601-0000	Series A-1 Preferred	Series A-1 Preferred	Preferred
Individual preferred shareholders (non-corp) 3136 International Blvd, 2nd Fl. Oakland, CA 94601-0000	Series A-3 Preferred	Series A-3 Preferred	Preferred
Individual preferred shareholders (non-corp) 3136 International Blvd, 2nd Fl. Oakland, CA 94601-0000	Series A Preferred	Series A Preferred	Preferred
Individual preferred shareholders (non-corp) 3136 International Blvd, 2nd Fl. Oakland, CA 94601-0000	Series B - Preferred	Series B - Preferred	Preferred
Individual preferred shareholders (non-corp) 3136 International Blvd, 2nd Fl. Oakland, CA 94601-0000	Series B1 - Preferred	Series B1 - Preferred	Preferred

Individual preferred shareholders (non-corp) 3136 International Blvd, 2nd Fl. Oakland, CA 94601-0000	Series B2 - Preferred	Series B2 - Preferred	Preferred
Juniper Hill, LLC 2171 Landings, Dr. Mountain View, CA 94043-0000	Series A Preferred	Series A Preferred	Preferred
Juniper Hill, LLC 2171 Landings, Dr. Mountain View, CA 94043-0000	Series B - Preferred	Series B - Preferred	Preferred
Juniper Hill, LLC 2171 Landings, Dr. Mountain View, CA 94043-0000	Series B1 - Preferred	Series B1 - Preferred	Preferred
Juniper Hill, LLC 2171 Landings, Dr. Mountain View, CA 94043-0000	Series B2 - Preferred	Series B2 - Preferred	Preferred
Juniper Hill, LLC 2171 Landings, Dr. Mountain View, CA 94043-0000	Class A Common Warrant	Class A Common Warrant	Common
Keba Konte 1836 33rd Ave. Oakland, CA 94601-0000	Class B Common	Class B Common	Common
New General Market Partners LLC 2821 South Bayshore Dr. #9D Miami, FL 33133-0000	Series A Preferred	Series A Preferred	Preferred
New General Market Partners LLC 2821 South Bayshore Dr. #9D Miami, FL 33133-0000	Series B1 - Preferred	Series B1 - Preferred	Preferred
New General Market Partners LLC 2821 South Bayshore Dr. #9D Miami, FL 33133-0000	Class A Common Warrant	Class A Common Warrant	Class A Common Warrant
Redbay Coffee CA II, LLC, 2222 N. Canal Street, 3rd Fl. Chicago, IL 60606-0000	Series B - Preferred	Series B - Preferred	Preferred
Redbay Coffee CA II, LLC, 2222 N. Canal Street, 3rd Fl. Chicago, IL 60606-0000	Series B1 - Preferred	Series B1 - Preferred	Preferred

Redbay Coffee CA II, LLC, 2222 N. Canal Street, 3rd Fl. Chicago, IL 60606-0000	Series A-2 Preferred	Series A-2 Preferred	Preferred
Suzy Jones 914 Divisadero San Francisco, CA 94115-0000	Series A-1 Preferred	Series A-1 Preferred	Preferred
Suzy Jones 914 Divisadero San Francisco, CA 94115-0000	Series B1 - Preferred	Series B1 - Preferred	Preferred
Suzy Jones 914 Divisadero San Francisco, CA 94115-0000	Series B2 - Preferred	Series B2 - Preferred	Preferred
Suzy Jones 914 Divisadero San Francisco, CA 94115-0000	Class A Common Warrant	Class A Common Warrant	Common

Article 5: Allowance and Disallowance of Claims

- 5.01 **Disputed claim** *A disputed claim* is a claim that has not been allowed or disallowed [by a final non-appealable order], and as to which either:
- (i) a proof of claim has been filed or deemed filed, and the Debtor or another party in interest has filed an objection; or
 - (ii) no proof of claim has been filed, and the Debtor has scheduled such claim as disputed, contingent, or unliquidated.
-
- 5.02 **Disputed claim reserve** Debtor will create a reserve for disputed claims. Each time Debtor makes a distribution to the holders of allowed claims, Debtor will place into a reserve the amount that would have been distributed to the holders of disputed claims if such claims had been allowed in the full amount claimed. If a disputed claim becomes an allowed claim, Debtor shall immediately distribute to the claimant from the reserve an amount equal to all distributions due to date under the plan calculated using the amount of the allowed claim. Any funds no longer needed in reserve shall be returned to Debtor or distributed *pro-rata* among allowed claims in this class.
-
- 5.03 **Delay of distribution on a disputed claim** No distribution will be made on account of a disputed claim unless such claim is allowed by a final non-appealable order.
-
- 5.04 **Settlement of disputed claims** The Debtor will have the power and authority to settle and compromise a disputed claim with court approval and compliance with Federal Rule of Bankruptcy Procedure 9019.

Article 6: Provisions for Executory Contracts and Unexpired Leases

- 6.01 **Assumed executory contracts and unexpired leases.** The Debtor assumes, and if applicable assigns, the following executory contracts and unexpired leases as of the effective date:

Counter Party	Description	Estimated Cure Amount	Installment Amount	Number of Installments
Hudson One Ferry Operating L.P.	One Ferry Building, Suite 260, San Francisco, CA 94111	\$0.00	\$0.00	0
Hudson Pacific Properties	One Ferry Building, Suite 560, San Francisco, CA 94111	\$66,000.00	1 x \$33,600 installment + 8 x \$4,125 installment	9
Green Alcatraz LLC	1743 Alcatraz Avenue, Berkeley, CA 94703	\$0.00	\$0.00	0
Renaissance Rialto, Inc.	3200 Grand Avenue, Oakland, CA 94610	\$0.00	\$0.00	0
Craven Property Holdings LLC	3100 E 10th St., Oakland, CA 94601 (the "Roastery")	\$14,512.46	\$7,256.23	2 (Paid by 2/15/25; 3/15/25)

Hudson One Ferry Operating L.P. Lease Assumption Terms:

Regarding the lease with Hudson One Ferry Operating, L.P. the Second Amendment is fully incorporated into Debtor's Plan. In the event of a conflict between Debtor's Plan and the Second Amendment, the Second Amendment controls. Summary cure terms from the Second Amendment are as follows: (a) concurrently with Tenant's execution and delivery of this Amendment, Tenant shall pay Landlord \$33,000 and (b) on or before March 1, 2025, and on or before the first day of each of the next succeeding eight (8) calendar months (i.e., through October 1, 2025), Tenant shall pay Landlord \$4,125 each month; provided, however, that if any monetary or material non-monetary default by Tenant beyond any applicable cure period exists at any time before October 1, 2025, the entire remaining amount of past due Rent shall become immediately due and payable, together with interest from the due date as provided in Section 4.1 of the Original Lease

Craven Property Holdings, LLC. Lease Assumption Terms:

Regarding the lease with Craven Property Holdings, LLC, the Second Amendment to Lease as it relates to late charges shall be consensually modified as follows:

- 1) RBC shall have 7 calendar days to pay a utility bill invoice, but if the 7th day falls on a weekend or holidays, it rolls over until the next business day; and
- 2) Paragraph 9. Late Charges shall now read (changes in **bold**):

9. Late Charges. Lessee hereby acknowledges that late payment by Lessee to Lessor of Rent and other sums due hereunder will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges and late charges which may be imposed upon Lessor by the terms of any mortgage or trust deed covering the Premises. Accordingly, modifying the provisions of Section 13.4 of the Lease, if any installment of Base Rent or any other sum due from Lessee, including but not limited to Lessee's Share of Common Area Operating Expenses and Real Property Taxes, yard and parking fees and utilities charges shall not be received by Lessor or Lessor's designee within two (2) calendar days after such amount shall be due, Lessee shall

pay to Lessor a late charge equal to ten percent (10%) of such overdue amount or \$100.00, whichever is greater (the "Late Charge"). The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of late payment by Lessee. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's default with respect to such overdue amount, nor prevent Lessor from exercising any of the other rights and remedies granted hereunder. In the event that a late charge is payable hereunder, whether or not collected, two (2) times during the Extended Term, then Base Rent shall automatically become payable thereafter quarterly in advance by (a) cashier's check, (b) cash, or (c) certified money order. **In addition, in the event that Lessee fails to timely pay an invoice and Lessor assesses a Late Charge, Lessee shall have 14 additional calendar day to pay any invoice that includes a Late Charge. In the event that Lessee fails to pay any invoice with a Late Charge within 14 calendar days ("Unpaid Amount"), Lessor may include any Unpaid Amount in future invoices but may not assess any additional Late Charge against any Unpaid Amount.**

6.02 **Rejected executory contracts and unexpired leases**

(a) The Debtor rejects the following executory contracts and unexpired leases as of the effective date:

Counter Party	Description	Estimated Unsecured Claim
3060 Fillmore Centercal, LLC	3060 Fillmore Street, San Francisco, CA 94123	\$ 248,609.88 (Claim 30-1)
Columbia Property Trust	650 California Street, San Francisco, CA 94108	\$ 0.00
Foothill Blvd, LLC	3136 International Boulevard, Oakland, CA 94601	\$124,012.87 (Claim 17-1)
Wilcox Embarcadero Associates, LLC	1001 22nd Avenue, Suite 400, Oakland, CA 94606 (the "Warehouse")	\$11,416.13 (Claim 26-1)
Hollywood Park Retail/Commercial Investors LLC/ c/o Wilson Meany	Hollywood Park, Los Angeles, CA (Address TBD)	\$179,820.00

All claims are included and paid through Class 3A.

(b) The Debtor shall be deemed to reject all executory contracts and unexpired leases that are not specifically assumed in section 6.01(a) of this Plan.

A proof of a claim arising from the rejection of an executory contract or unexpired lease under this section must be filed no later than the later of (i) the applicable November 6, 2024 claims bar date and (ii) 30 days after entry of the November 5, 2024 rejection order. *See Order (1) Authorizing the Rejection of Certain Unexpired Leases of Properties and (2) Authorizing the Abandonment of Personal Property*, ¶ 3, Dkt. # 68. All filed claims for pre-petition rejection damages are classified and shall be paid through Class 3A.

Article 7: Means for Implementation of the Plan

RBC will implement its Plan as required under § 1123(a)(5) of the Code through the its three (3) business channels: 1) sale of RBC's signature line or ready-to-drink canned cold brew coffee and roasted coffee beans sold at grocery stores and offices nationwide ("Wholesale"); 2) operations at leased locations, as well as a mobile Coffee Van ("Retail Cafes") and 3) E-commerce of coffee products direct to consumer from RBC's Roastery and related warehouse("E-Commerce"). The Debtor sells coffee beans roasted by RBC that RBC sources from coffee purveyors around the world who purchase the beans from farmers in separate, antecedent transactions ("Roasted Bean Sales") through all three business channels.

Additionally, RBC shall implement its plan through successfully closing an equity financing from two members of the Debtor's board of directors for total amount of amount of FOUR-HUNDRED THOUSAND DOLLARS (\$400,000.00). Debtor shall produce proof of closing of insider equity financing by or before the confirmation hearing. The Debtor has allocated \$150,000 of the private equity financing via to assist with ongoing cashflow needs including but not limited to meeting payroll and purchasing coffee beans. The Debtor has allocated the remaining \$250,000 to meet the Plan's effective date feasibility.

RBC will continue to employ Keba Konte as Debtor's Chief Executive Officer. Red Bay's Coffee's Board of Directors will also remain the same as the following pre-petition status quo Board of Directors: 1) Keba C. Konte; 2) Suza Jones; 3) David Drummond; 4) Booker Whitt, on behalf of Cleveland Avenue; 5) Stephen DeBerry. The officers and directors of the Debtor shall remain in their roles post-confirmation, except as may be determined, from time to time, by the Board or Debtor's shareholders consistent with the Debtor's governing documents.

Article 8: General Provisions

- | | | |
|-------|--|--|
| 8.01 | Definitions and rules of construction | The definitions and rules of construction set forth in §§ 101 and 102 of the Code shall apply when terms defined or construed in the Code are used in this Plan, and they are supplemented by the following definitions: |
| <hr/> | | |
| 8.02 | Effective date | <input checked="" type="checkbox"/> The effective date of this Plan is the first business day following the date that is 14 days after the entry of the final confirmation order, except that the requirement of finality may be waived by the Debtor. If a stay of the confirmation order is in effect on that date, the Debtor may elect to treat the effective date as the first business day after the date on which the stay expires or is otherwise terminated.
<input type="checkbox"/> The effective date of this Plan is [describe]: |
| <hr/> | | |
| 8.03 | Vesting at Confirmation | Property of the estate shall: [select one]
<input checked="" type="checkbox"/> revert in the Debtor upon confirmation of the Plan.
<input type="checkbox"/> not revert in the Debtor at confirmation, but shall be delayed and thereafter vest in the Debtor at the earlier of: (a) completion of all payments due under the Plan; (b) dismissal; (c) discharge; or (d) closing of the case.
<input type="checkbox"/> [describe]: |
| <hr/> | | |
| 8.04 | Plan Disbursements | After confirmation, all payments due to creditors under the Plan shall be disbursed by the: [select one]
<input checked="" type="checkbox"/> Debtor.
<input type="checkbox"/> Subchapter V Trustee.
<input type="checkbox"/> [describe]: |

Notwithstanding § 1194(b) of the Code, and unless otherwise ordered by the Court, Debtor shall be authorized to make all payments due to creditors under the Plan if such election is made in this section of the Plan.

If required to make distributions to creditors under the Plan or perform any post-confirmation services, the Subchapter V Trustee shall be entitled to compensation consistent with the hourly rate set forth in the *Verified Statement of Subchapter V Trustee* filed in the Case and reimbursement for all actual and necessary expenses incurred. Post-confirmation compensation due and payable to the Subchapter V Trustee may reduce payments to general unsecured creditors.

8.05	Severability	If any provision in this Plan is determined to be unenforceable, the determination will in no way limit or affect the enforceability and operative effect of any other provision of this Plan.
8.06	Binding effect	The rights and obligations of any entity named or referred to in this Plan will be binding upon, and will inure to the benefit of the successors or assigns of such entity.
8.07	Captions	The headings contained in this Plan are for convenience of reference only and do not affect the meaning or interpretation of this Plan.
8.08	Controlling effect	Unless a rule of law or procedure is supplied by federal law (including the Code or the Federal Rules of Bankruptcy Procedure), the laws of the State of Delaware govern this Plan and any agreements, documents, and instruments executed in connection with this Plan, except as otherwise provided in this Plan.
8.9	Corporate governance	Confirmation of the Plan shall be deemed to prohibit the issuance by the Reorganized Debtor of nonvoting securities to the extent required under § 1123(a)(6) of the Code. The Debtor's post-petition private equity financing shall result in the issuance of voting securities and is authorized.
8.10	Payments	All payments to be made under the Plan for professional services, costs, or expenses in connection with the case or the Plan as required by §§ 330 and 331 of the Code shall be subject to the approval of the court.
8.11	Officers and Directors	The officers and directors of the Debtor shall remain in their roles post-confirmation, except as may be determined, from time to time, by the Board or Debtor's shareholders consistent with the Debtor's governing documents.
8.12	Insider Retention	The insiders who were employed or retained by the Debtor shall remain immediately in their roles post-confirmation, at the same or comparable compensation, such to any such future changes determined by Debtor's Board of Directors in the ordinary course of business.
8.13	Defaults and Remedies	Failure to pay any amount due under this Plan within 20 days of the due date shall constitute a Default. Upon the occurrence of a Default, any affected creditor may give 15 days' Notice of Default. Absent a cure within that period, the creditor may present a Motion seeking appropriate relief from the Court, which relief may but need not include conversion of the case to one under Chapter 7 of the Code.
8.14	Retention of Jurisdiction	The Court may exercise jurisdiction over proceedings concerning: (a) whether Debtor is in Material Default of any Plan obligation; (b) whether the time for performing any Plan obligation should be extended; (c) adversary

proceedings and contested matters pending as of the Effective Date or specifically contemplated in this Plan to be filed in this Court; (d) whether the case should be dismissed or converted to one under Chapter 7; (e) any objections to claims; (f) compromises of controversies under Federal Rule of Bankruptcy Procedure 9019; (g) compensation of professionals; and (h) other questions regarding the interpretation and enforcement of the Plan.

8.15 **Deadline for Election Under 11 U.S.C. § 1111(b)** Any creditor that wishes to make an election under section 1111(b)(2) of the Code shall do so no later than 10 days following the filing of the Plan.

Article 9: Discharge

- Debtor is entitled to a discharge pursuant to § 1141(d)(3) of the Code.
 Debtor is not entitled to a discharge pursuant to § 1141(d)(3) of the Code.

Discharge if the Debtor is an individual under Subchapter V

If the Debtor's Plan is confirmed under § 1191(a) of the Code, on the effective date of the Plan, the Debtor will be discharged from any debt that arose before confirmation of this Plan, to the extent specified in § 1141(d)(1)(A) of the Code. The Debtor will not be discharged from any debt excepted from discharge under § 523(a) of the Code, except as provided in Federal Rule of Bankruptcy Procedure 4007(c). Pursuant to § 1181(a) of the Code, § 1141(d)(5) of the Code does not apply.

If the Debtor's Plan is confirmed under § 1191(b) of the Code, confirmation of the Plan does not discharge any debt provided for in this Plan until the court grants a discharge on completion of all payments due within the Plan's term, which could range from 3-5 years, pursuant to § 1191(c)(2) of the Code, or as otherwise provided in § 1192 of the Code. The Debtor will not be discharged from any debt:

- (i) on which the last payment is due after the conclusion of the Plan's term, which could range from 3-5 years, pursuant to § 1191(c)(2) of the Code, or as otherwise provided in § 1192 of the Code; or
- (ii) excepted from discharge under § 523(a) of the Code, except as provided in Federal Rule of Bankruptcy Procedure 4007(c).

Discharge if the Debtor is a partnership under Subchapter V

If the Debtor's Plan is confirmed under § 1191(a) of the Code, on the effective date of the Plan, the Debtor will be discharged from any debt that arose before confirmation of this Plan, to the extent specified in § 1141(d)(1)(A) of the Code.

If the Debtor's Plan is confirmed under § 1191(b) of the Code, confirmation of the Plan does not discharge any debt provided for in this Plan until the court grants a discharge on completion of all payments due within the Plan's term, which could range from 3-5 years, pursuant to § 1191(c)(2) of the Code, or as otherwise provided in § 1192 of the Code. The Debtor will not be discharged from any debt on which the last payment is due after the conclusion of the Plan's term, which could range from 3-5 years, pursuant to § 1191(c)(2) of the Code, or as otherwise provided in § 1192 of the Code.

Discharge if the Debtor is a corporate entity under Subchapter V

If the Debtor's Plan is confirmed under § 1191(a) of the Code, on the effective date of the Plan, the Debtor will be discharged from any debt that arose before confirmation of this Plan, to the extent specified in § 1141(d)(1)(A) of the Code, except that the Debtor will not be discharged of any debt to the extent provided in § 1141(d)(6) of the Code.

If the Debtor's Plan is confirmed under § 1191(b) of the Code, confirmation of this Plan does not discharge any debt provided for in this Plan until the court grants a discharge on completion of all payments due within the Plan's term, which could range from 3-5 years, pursuant to § 1191(c)(2) of the Code, or as otherwise provided in § 1192 of the Code. The Debtor will not be discharged from any debt on which the last payment is due after the conclusion of the Plan's term, which could range from 3-5 years pursuant to § 1191(c)(2) of the Code, or as otherwise provided in § 1192 of the Code.



Article 10: Other Provisions

10.01 **Notices** Any notice to the Debtor shall be in writing, and will be deemed to have been given seven days after the date sent by first-class mail, postage prepaid and addressed, or on the date of delivery by electronic mail, as follows:

<p>To the Subchapter V Trustee:</p> <p>Mark Sharf 6080 Center Drive, Suite 600 Los Angeles, CA 90045</p> <p>Phone: (323) 612-0202 E-mail: mark@sharflaw.com</p>	<p>To the Debtor:</p> <p>Keba A. Konte 1836 33rd Ave. Oakland, CA 94601</p> <p>Phone: (510) 517-5582 Email: keba@redbaycoffee.com</p>	<p>With a copy (not constituting notice) to:</p> <p>Matthew D. Metzger Belvedere Legal, P.C. 1777 Borel Place, Suite 314 San Mateo, CA 94402</p> <p>Phone (415) 513-5980 Email: mmetzger@belvederelegal.com</p>
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10.02 **Tax Claims Filed Before Governmental Claims Bar Date** To the extent new governmental claim(s) is/are filed after the confirmation hearing but prior to or on the February 25, 2025 governmental bar date, and unless said claims are successfully objected to within 60 days of their filing, said claims shall be paid in full. The timing of payment of said claims, and whether they bear interest, shall be controlled by the provisions of the Bankruptcy Code including 11 U.S.C. §1129(a)(9), and, at a minimum, shall be paid as follows: a) If they, or a portion thereof, constitute Class 3A general unsecured claims, such portion shall be paid by the Debtor as part of Class 3A and shall increase the distribution amounts set forth in paragraph 4.01 above; (b) If they, or a portion thereof, are claims which would constitute Section 3.01 Unclassified priority tax claims under the Plan, the Debtor must pay such portion of the claim(s) in full in cash without delay; and (c) If they, or a portion thereof, are claims which would constitute allowed claims under 11 U.S.C. §507(a)(8), or, consistent with 1129(a)(9)(D), are secured tax claims which would otherwise meet the description of a priority tax claim under § 507(a)(8) of the Code, they must be paid in full as provided in 11 U.S.C. §1129(a)(9)(C), over a period of 1 year”

10.03 **Plan Injunction (Creditor Action Restrained)** The confirmed Plan is binding on every creditor whose claims are provided for in the Plan. Therefore, even though the automatic stay terminates on the Effective Date with respect to secured claims, no creditor may take any action to enforce either the pre-confirmation obligation or the obligation due under the Plan, so long as the Debtor is not in material

10.04 **Form of Payment** To implement the Plan, Debtor may make all payments due under the Plan either via electronic payment or via check, at Debtor’s sole discretion.

10.05 **Payment Start Dates** Effective Date payments shall be due on the Effective Date. Ordinary course plan payments due over the 60 month plan payment shall start on the first of the month that begins after the Effective Date.

Respectfully submitted,
RED BAY COFFEE COMPANY, INC.

/s/ Keba C. Konte
Chief Executive Officer
Signature of the Chief Executive Officer

Keba C. Konte
Printed Name

Debtor Name Red Bay Coffee Company, Inc.

Case Number 24-41317 DM 11

/s/ Matthew D. Metzger

Matthew D. Metzger

Signature of the Attorney for the Debtor

Printed Name

Article 11: Attorney Certification

I am legal counsel for the Debtor in the above-captioned case and hereby certify that the foregoing plan is a true and correct copy of the *Plan of Reorganization for Small Business Debtor Under Chapter 11, Subchapter V* promulgated by the Northern District of California on June 5, 2024 (the "Standard-Form Plan") and

[Select one]

- There are no alterations or modifications to any provision of the Standard-Form Plan;
- Attached hereto as **Exhibit ____** is a redline of Debtor's Plan identifying all alterations or modifications made to any provision of the Standard-Form Plan; or
- Below are all alterations or modifications made to any provision of the Standard-Form Plan:

- 1. Section 6.02 Rejected leases. Added:

A proof of a claim arising from the rejection of an executory contract or unexpired lease under this section must be filed no later than the later of (i) the applicable November 6, 2024 claims bar date and (ii) 30 days after entry of the November 5, 2024 rejection order. See *Order (1) Authorizing the Rejection of Certain Unexpired Leases of Properties and (2) Authorizing the Abandonment of Personal Property*, ¶ 3, Dkt. # 68. All filed claims for pre-petition rejection damages are classified and shall be paid through Class 3A.

- 2. Section 8.11. Officers and Directors. "Added ". . . except as may be determined, from time time, by the Board or Debtor's shareholders consistent with the Debtor's governing documents."
- 3. Section 8.12. Insider Retention "Added . . . subject to any such future changes determined by Debtor's Board of Directors in the ordinary course of business."
- 4. Added Section 10.01Notices
- 5. Added 10.02. Tax claims Filed Before Confirmation Hearing
- 5 Added Section 10.03 Plan Injunction (Creditor Action Restrained).
- 6. Changed Exhibit B Disposable Income from Monthly to Quarterly
- 7 Added Exhibit D: List of Class 3B Class Members (Disallowed Claims)

I declare that the foregoing is true and correct. Executed this 7th day of February, 2025.

/s/ Matthew D. Metzger

Matthew D. Metzger

Signature of the Attorney for the Debtor

Printed Name

Exhibit A: Liquidation Analysis**Real Property [N.A.]**

Fair Market Value	Liens	Cost of Sale	Resulting Income Tax	Exemption	Net Proceeds
\$	1 st \$	\$	\$	\$	\$
	2 nd \$				

Personal Property [Business cases only]

Description	Value (Per Operating Reports)	Recognizable Value
Cash	\$117,339.87	\$117,339.87
Point of Sale System Cash Balances	\$12,734.90	\$12,734.90
Accounts Receivables (40% discount due to collectability)	\$325,779.69	\$195,467.81
Security Deposits	\$60,403.13	\$60,403.13
Prepaid Expenses (\$0 liquidation value)	\$28,919.17	\$0.00
Prepaid Inventory (\$0 liquidation value)	\$2,786.03	\$0.00
Inventory (\$0 liquidation value)	\$268,624.56	\$0.00
Fixed Assets	\$2,301.89	\$2,301.89
Leasehold Improvements (de minimis resale value per A/B)	\$1,383,475.46	\$10.00
Furniture and Office Equipment	\$ 235,632.49	\$235,632.49
Websites and Intellectual Property (Trademarks and Copyrights)	\$11.00	\$11.00
Unused Net Operating Loss Carry-Forward as listed on 2023 tax return (\$0 liquidation value)	\$ 7,474,743.00	\$0.00
Secured Debt (UCC Filings)	(\$1,316.75)	(\$1,316.75)
Net Personal Property	\$9,911,434.44	\$622,584.34
Net Personal Property		\$622,584.34
Net Proceeds of Real Property and Personal Property		\$622,584.34
Recovery from Preferences and Fraudulent Conveyances		[ADD] \$0.00
Chapter 7 Administrative Claims		[SUBTRACT] \$0.00
Chapter 11 Administrative Claims		[SUBTRACT] \$95,000.00
Priority Claims		[SUBTRACT] \$153,175.02
Chapter 7 Trustee Fees (11 U.S.C. § 326)		[SUBTRACT] \$37,066.62
Chapter 7 Trustee's Professionals		[SUBTRACT] \$50,000.00
Net Funds Available for Distribution to Unsecured Creditors		\$287,342.70

Estimated Amount of Unsecured Claims (excluding \$1,100,000 of pre-petition insider director claims, subject to potential equitable subordination)	\$3,226,005.90
Percent Distribution to Unsecured Creditors Under Plan	14.15%
Percent Distribution to Unsecured Creditors Under Liquidation Analysis	8.91%

Exhibit B: Disposable Income Analysis (Quarterly)

Revenue	Amount
Sales (e-Commerce, Retail Cafes, Wholesale, Roasted Bean Sales)	\$1,584,000.00
Costs of Goods Sold [Food, Merchandise, Inventory]	-\$519,120.00
Other Income [Rental Income- sublet to local baker]	\$2,520.00
A. Total Quarterly Revenue	\$1,067,400.00
Operating Expenses	Amount
Wages, Salaries, and Payroll	\$705,000.00
Rent	\$126,000.00
Utilities (Electricity, Phone, Internet, Alarm)	\$58,868.79
Post-Confirmation Fees for Accounting, Legal & Related Consulting Services	\$30,000.00
Advertising / Marketing	\$20,615.58
Insurance	\$21,000.00
Merchant Services	\$41,427.03
Office Equipment / Machinery	\$14,001.45
Delivery, Shipping	\$14,172.39
Taxes, Licenses, Permits	\$9,057.03
B. Total Quarterly Operating Expenses	\$1,040,142.27
Plan Payments	Amount
Class 1	\$
Class 2	\$
Class 3A (General Unsecured Non-Insider Claims)	\$23,589.69
Class 4	\$
Priority Claims	\$
Subchapter V Trustee Fees	\$
Administrative Claims (Pre-Confirmation)	\$
Administrative Claims (Post-Confirmation)	\$
Other [Describe]:	\$
C. Total Quarterly Plan Payments	\$23,589.69
D. Net Operating Income	[Line A – Line B – Line C] \$3,668.04
Available Operating Capital	Amount
Cash Balance at Beginning of Month	\$81,400.30
Net Operating Income (or Loss)	[Line D] \$1,706.03
E. Cash Balance at End of Month	\$83,106.33
F. Projected Disposable Income for <u>5</u> Year Plan Term	\$83,106.33

Exhibit C: Effective Date Feasibility Analysis

Cash on Effective Date		Amount
Cash in all Debtor in Possession (DIP) Accounts	[Balance as of Plan Filing]	\$119,427.12
Anticipated Cash Increase or Decrease	[From Plan Filing to Effective Date]	\$133,909.91
A. Total Cash on Effective Date		\$253,337.03
Payments on Effective Date		Amount
Class 1		\$
Class 2		\$
Class 3		\$
Class 4		\$
Priority Tax Claims		\$12,524.68
Class 1B Critical Vendor Claims		\$128,574.87
Subchapter V Trustee Fees		\$25,000.00
Administrative Claims (Pre-Confirmation)		\$70,000.00
Claim 30 (§ 503(b) Claim)		\$12,075.47
B. Total Payments on Effective Date		\$250,175.02
C. Net Cash on Effective Date		\$1,956.88
(Plan not feasible if less than zero)		[Line A – Line B]

Exhibit D: Three (3) Year Cashflow Forecast

Year	2025				2026
Calendar Quarter	Q1	Q2	Q3	Q4	Q1
Beginning Balance	\$50,260.57	\$178,963.57	\$179,168.53	\$179,090.49	\$190,970.45
Cash In					
Cash Infusion (\$400K total)	\$400,000.00				
Revenue Cash In	\$1,585,970.00	\$1,600,845.00	\$1,602,200.00	\$1,593,020.00	\$1,585,970.00
Total Cash In	\$1,985,970.00	\$1,600,845.00	\$1,602,200.00	\$1,593,020.00	\$1,585,970.00
Cash Out					
Payroll & Benefits	(\$704,000.00)	(\$703,000.00)	(\$704,000.00)	(\$703,000.00)	(\$706,800.00)
Inventory	(\$521,200.00)	(\$536,200.00)	(\$536,270.00)	(\$522,200.00)	(\$521,200.00)
Controllables	(\$334,267.00)	(\$333,699.00)	(\$334,267.00)	(\$333,699.00)	(\$334,267.00)
Critical Vendors & Assumed Leases	(\$297,800.00)	(\$5,500.00)	(\$5,500.00)		
Plan Payment	\$0.00	(\$22,241.04)	(\$22,241.04)	(\$22,241.04)	(\$22,241.04)
Total Cash Out	(\$1,857,267.00)	(\$1,600,640.04)	(\$1,602,278.04)	(\$1,581,140.04)	(\$1,584,508.04)
Ending Balance	\$178,963.57	\$179,168.53	\$179,090.49	\$190,970.45	\$192,432.41
Bank Actuals					
Beginning Balance	\$81,400.30	\$81,400.30	\$81,400.30	\$81,400.30	\$81,400.30
Deposits					
Withdrawals					
Ending Balance	\$81,400.30	\$81,400.30	\$81,400.30	\$81,400.30	\$81,400.30

2027

Q2	Q3	Q4	Q1	Q2	Q3	Q4
\$192,432.41	\$198,737.37	\$202,899.33	\$210,879.29	\$212,341.25	\$218,646.21	\$223,068.17
\$1,600,845.00	\$1,602,200.00	\$1,593,020.00	\$1,585,970.00	\$1,600,845.00	\$1,602,200.00	\$1,593,020.00
\$1,600,845.00	\$1,602,200.00	\$1,593,020.00	\$1,585,970.00	\$1,600,845.00	\$1,602,200.00	\$1,593,020.00
(\$702,400.00)	(\$705,260.00)	(\$706,900.00)	(\$706,800.00)	(\$702,400.00)	(\$705,000.00)	(\$706,900.00)
(\$536,200.00)	(\$536,270.00)	(\$522,200.00)	(\$521,200.00)	(\$536,200.00)	(\$536,270.00)	(\$522,200.00)
(\$333,699.00)	(\$334,267.00)	(\$333,699.00)	(\$334,267.00)	(\$333,699.00)	(\$334,267.00)	(\$333,699.00)
(\$22,241.04)	(\$22,241.04)	(\$22,241.04)	(\$22,241.04)	(\$22,241.04)	(\$22,241.04)	(\$22,241.04)
(\$1,594,540.04)	(\$1,598,038.04)	(\$1,585,040.04)	(\$1,584,508.04)	(\$1,594,540.04)	(\$1,597,778.04)	(\$1,585,040.04)
\$198,737.37	\$202,899.33	\$210,879.29	\$212,341.25	\$218,646.21	\$223,068.17	\$231,048.13
\$81,400.30	\$81,400.30	\$81,400.30	\$81,400.30	\$81,400.30	\$81,400.30	\$81,400.30
\$81,400.30	\$81,400.30	\$81,400.30	\$81,400.30	\$81,400.30	\$81,400.30	\$81,400.30

Exhibit E: Three (3) Year Profit & Loss Forecast

Year	2025				2026
Calendar Quarter	Q1	Q2	Q3	Q4	Q1
Revenue Forecast					
Sales	\$1,583,450.00	\$1,598,325.00	\$1,599,680.00	\$1,590,500.00	\$1,583,450.00
COGS	(\$521,200.00)	(\$536,200.00)	(\$536,270.00)	(\$522,200.00)	(\$521,200.00)
Other Income	\$2,520.00	\$2,520.00	\$2,520.00	\$2,520.00	\$2,520.00
Gross Profit	\$1,064,770.00	\$1,064,645.00	\$1,065,930.00	\$1,070,820.00	\$1,064,770.00
Expense Projection					
Wages, Salaries & Payroll	(\$704,000.00)	(\$703,000.00)	(\$704,000.00)	(\$703,000.00)	(\$706,800.00)
Rent	(\$133,500.00)	(\$133,500.00)	(\$133,500.00)	(\$133,500.00)	(\$133,500.00)
Utilities	(\$44,250.00)	(\$44,250.00)	(\$44,250.00)	(\$44,250.00)	(\$44,250.00)
Post Confirmation Fees (Accounting, Legal, & Consulting)	(\$35,192.00)	(\$35,274.00)	(\$35,192.00)	(\$35,274.00)	(\$35,192.00)
Advertising/Marketing	(\$6,000.00)	(\$6,000.00)	(\$6,000.00)	(\$6,000.00)	(\$6,000.00)
Insurance	(\$16,200.00)	(\$16,200.00)	(\$16,200.00)	(\$16,200.00)	(\$16,200.00)
Merchant Services	(\$43,250.00)	(\$43,250.00)	(\$43,250.00)	(\$43,250.00)	(\$43,250.00)
Office Equipment/Machinery	(\$6,175.00)	(\$6,175.00)	(\$6,175.00)	(\$6,175.00)	(\$6,175.00)
Delivery, Shipping	(\$47,100.00)	(\$47,100.00)	(\$47,100.00)	(\$47,100.00)	(\$47,100.00)
Taxes, Licenses, Permits	(\$2,600.00)	(\$1,950.00)	(\$2,600.00)	(\$1,950.00)	(\$2,600.00)
Total Monthly Operating Expenses	(\$1,038,267.00)	(\$1,036,699.00)	(\$1,038,267.00)	(\$1,036,699.00)	(\$1,041,067.00)
Pre-Operating Income/(Loss)	\$26,503.00	\$27,946.00	\$27,663.00	\$34,121.00	\$23,703.00
Plan Payments		(\$22,241.04)	(\$22,241.04)	(\$22,241.04)	(\$22,241.04)
Net Operating Income/(Loss)	\$26,503.00	\$5,704.96	\$5,421.96	\$11,879.96	\$1,461.96

2027						
Q2	Q3	Q4	Q1	Q2	Q3	Q4
\$1,598,325.00	\$1,599,680.00	\$1,590,500.00	\$1,583,450.00	\$1,598,325.00	\$1,599,680.00	\$1,590,500.00
(\$536,200.00)	(\$536,270.00)	(\$522,200.00)	(\$521,200.00)	(\$536,200.00)	(\$536,270.00)	(\$522,200.00)
\$2,520.00	\$2,520.00	\$2,520.00	\$2,520.00	\$2,520.00	\$2,520.00	\$2,520.00
\$1,064,645.00	\$1,065,930.00	\$1,070,820.00	\$1,064,770.00	\$1,064,645.00	\$1,065,930.00	\$1,070,820.00
(\$702,400.00)	(\$705,260.00)	(\$706,900.00)	(\$706,800.00)	(\$702,400.00)	(\$705,000.00)	(\$706,900.00)
(\$133,500.00)	(\$133,500.00)	(\$133,500.00)	(\$133,500.00)	(\$133,500.00)	(\$133,500.00)	(\$133,500.00)
(\$44,250.00)	(\$44,250.00)	(\$44,250.00)	(\$44,250.00)	(\$44,250.00)	(\$44,250.00)	(\$44,250.00)
(\$35,274.00)	(\$35,192.00)	(\$35,274.00)	(\$35,192.00)	(\$35,274.00)	(\$35,192.00)	(\$35,274.00)
(\$6,000.00)	(\$6,000.00)	(\$6,000.00)	(\$6,000.00)	(\$6,000.00)	(\$6,000.00)	(\$6,000.00)
(\$16,200.00)	(\$16,200.00)	(\$16,200.00)	(\$16,200.00)	(\$16,200.00)	(\$16,200.00)	(\$16,200.00)
(\$43,250.00)	(\$43,250.00)	(\$43,250.00)	(\$43,250.00)	(\$43,250.00)	(\$43,250.00)	(\$43,250.00)
(\$6,175.00)	(\$6,175.00)	(\$6,175.00)	(\$6,175.00)	(\$6,175.00)	(\$6,175.00)	(\$6,175.00)
(\$47,100.00)	(\$47,100.00)	(\$47,100.00)	(\$47,100.00)	(\$47,100.00)	(\$47,100.00)	(\$47,100.00)
(\$1,950.00)	(\$2,600.00)	(\$1,950.00)	(\$2,600.00)	(\$1,950.00)	(\$2,600.00)	(\$1,950.00)
(\$1,036,099.00)	(\$1,039,527.00)	(\$1,040,599.00)	(\$1,041,067.00)	(\$1,036,099.00)	(\$1,039,267.00)	(\$1,040,599.00)
\$28,546.00	\$26,403.00	\$30,221.00	\$23,703.00	\$28,546.00	\$26,663.00	\$30,221.00
(\$22,241.04)	(\$22,241.04)	(\$22,241.04)	(\$22,241.04)	(\$22,241.04)	(\$22,241.04)	(\$22,241.04)
\$6,304.96	\$4,161.96	\$7,979.96	\$1,461.96	\$6,304.96	\$4,421.96	\$7,979.96

Exhibit F: Class 3A Claims**Exhibit F**
Class 3A General Unsecured Claims**Table 3A.1 Allowed Claims Paid a 14.15% and Disputed Claims Included in Disputed Claim Reserve**

Claim No	Name of Creditor	Amount of Claim	Disputed Y/N	Allowed Amount	Dividend	Total Amount Paid	Quarterly Payment
1-1	Univar Solutions USA LLC 62190 Collections Center Dr Chicago, IL 60693-0621	\$1,673.30	N	\$1,673.30	14.150%	\$236.77	\$11.84
2-1	OnTrac Attn: Curent Officer 8401 Greenboro Drive, 7th Floor McLean, VA 22102	\$10,303.48	N	\$10,303.48	14.150%	\$1,457.94	\$72.90
3-1	Akonadi Foundation Attn: Current Officer 436 14th Street, Suite 1417 Oakland, CA 94612	\$35,205.00	N	\$35,205.00	14.150%	\$4,981.51	\$249.08
4-2	Square Financial Services c/o RMS PO Box 5007 Fogelsville, PA 18051	\$165,016.83	N	\$165,016.83	14.150%	\$23,349.88	\$1,167.49
5-1	Square Financial Services c/o RMS PO Box 5007 Fogelsville, PA 18051	\$63,100.25	N	\$63,100.25	14.150%	\$8,928.69	\$446.43

6-1	Square Financial Services c/o RMS PO Box 5007 Fogelsville, PA 18051	\$54,871.00	N	\$54,871.00	14.150%	\$7,764.25	\$388.21
7-1	Square Financial Services c/o RMS PO Box 5007 Fogelsville, PA 18051	\$37,953.03	N	\$37,953.03	14.150%	\$5,370.35	\$268.52
8-1	Square Financial Services c/o RMS PO Box 5007 Fogelsville, PA 18051	\$24,412.92	N	\$24,412.92	14.150%	\$3,454.43	\$172.72
9-1	Uline 12575 Uline Drive Pleasant Prairie, WI 53158	\$5,071.17	N	\$5,071.17	14.150%	\$717.57	\$35.88
10-1	Claddagh Refrigeration Company, Inc. 1434 15th Street San Francisco, CA 94103-1434	\$2,570.23	N	\$2,570.23	14.150%	\$363.69	\$18.18
11-1	Community Ventures 4388 Lorren Drive Fremont, CA 94536	\$48,934.96	N	\$48,934.96	14.150%	\$6,924.30	\$346.21
12-1	Cape Horn Coffees Attn: Current Officer 191 University Blvd. #515 Denver, CO 80206	\$82,024.16	N	\$82,024.16	14.150%	\$11,606.42	\$580.32

14-1	BiRite Foodservice Distributors Attn: Current Officer 123 South Hill Drive Brisbane, CA94005	\$3,941.79	N	\$3,941.79	14.150%	\$557.76	\$27.89
16-1	WCF Mutual Insurance Co., servicer for WCF Nat'l Jeffrey W. Shields Ray Quinney & Nebeker, P.C. 36 South State Street, Suite 1400 Salt Lake City, UT 84111	\$26,262.00	N	\$26,262.00	14.150%	\$3,716.07	\$185.80
17-1	Foothill Blvd. LLC Attn: Current Officer PO Box 10664 Oakland, CA 94610	\$124,012.87	N	\$124,012.87	14.150%	\$17,547.82	\$877.39
18-1	Excellent Packaging & Supply 3467 Collins Avenue San Pablo, CA 94806	\$98,662.55	N	\$98,662.55	14.150%	\$13,960.75	\$698.04

19-1	Plenitude Food Crafts, LLC dba Starter Bakery Starter Bakery 901 Gilman Street Ste B Berkeley, CA 94710	\$24,295.27	N	\$24,295.27	14.150%	\$3,437.78	\$171.89
20-1	Perkins Coie LLP Attn: Sara L. Chenetz 1888 Century Park East, Suite 1700 Los Angeles, CA 90067	\$295,243.79	N	\$295,243.79	14.150%	\$41,777.00	\$2,088.85
21-1	URD Real Estate Development, Inc. 3000 W. 6th Street Suite #3098 Los Angeles, CA 90020	\$101,600.00	N	\$101,600.00	14.150%	\$14,376.40	\$718.82
22-1	Oracle America, Inc. successor in intest to NetSuite, Inc. c/o Shawn M. Christianson, Esq. Buchalter, P.C. 424 Market Street, Suite 2900 San Francisco, CA94105	\$42,979.50	N	\$42,979.50	14.150%	\$6,081.60	\$304.08

23-1	Caha Design Group Attn: Curent Officer 478 25th Street Oakland, CA 94612	\$76,937.17	N	\$76,937.17	14.150%	\$10,886.61	\$544.33
24-1	Ashley Stewart c/o Deborah Kochan Kochan & Stephenson 1680 Shattuck Avenue Berkeley, CA 94709	\$1,205,332.40	N	\$1,205,332.40	14.150%	\$170,554.53	\$8,527.73
25-1	Principal Builders, Inc Farella Braun + Martel LLP, Attn: Gary Kaplan One Bush Street, Sutie 900 San Francisco, CA 94104	\$42,885.00	N	\$42,885.00	14.150%	\$6,068.23	\$303.41
	Get Ansa, Inc. Attn: Current Officer 582 Fell St. San Francisco, CA 94102	\$13,522.00	N	\$13,522.00	14.150%	\$1,913.36	\$95.67
	Hollywood Park Retail Phase I, LLC Attn: Legal Depaiiment 1001 Stadium Dr Inglewood, CA 90301	\$179,820.00	N	\$179,820.00	14.150%	\$25,444.53	\$1,272.23

26-1	Wilcox Emnbarcadero Associates LLC Daniel J. Mulligan Jenkins Mulligan & Gabriel LLP 4079 Governor Drive, 5015 San Diego, CA 92126	\$11,416.13	N	\$11,416.13	14.150%	\$1,615.38	\$80.77
29-1	Craven Property Holdings LLC Attn: Managing Member Box 23563 Oakland, CA 94623	\$106,560.00	N	\$106,560.00	14.150%	\$15,078.24	\$753.91
30-1	3060 Fillmore CenterCal, LLC Brian D. Huben, Esq./Ballard Spahr LLP 2029 Century Park East, Suite 1400 Los Angeles, CA 90067- 2915	\$260,685.35	N	\$260,685.35	14.150%	\$36,886.98	\$1,844.35
31-1	Probat Inc. 325 Marriott Drive Suite 100 Lincolnshire, IL 60069	\$75,002.55	Y	\$0.00	0.000%	\$0.00	\$0.00

Debtor Name Red Bay Coffee Company, Inc.

Case Number 24-41317 DM 11

33-1	Procopio, Cory, Hargreaves & Savitch LLP 525 B Street, Suite 2200 San Diego, CA 92101	\$5,711.20	Y	\$0.00		\$0.00	\$0.00
	Totals	\$3,226,005.90		\$3,145,292.15	14.150%	\$445,058.84	\$22,252.94

Table 3A.2. Disallowed Claims

Claim No	Name of Creditor	Amount of Claim	Disputed Y/N	Allowed Amount	Dividend	Total Amount Paid	Quarterly Payment
	Jill Talcott dba Up Cup Creations 7555 36th Ave. Seattle, WA 98115	\$1,029.99	Y	\$0.00	0%	\$0.00	N.A. (not applicable)
	Onyx Coffee LLC Attn: Managing Member 101 E. Walnut St. Rogers, AR 72756	\$32,231.30	Y	\$0.00	0%	\$0.00	N.A.
	Piikup LLC 4400 Keller Avenue, Ste 140 Oakland, CA 94605	\$1,848.00	Y	\$0.00	0%	\$0.00	N.A.
	Royal Coffee Attn: Current Officer 3306 Powell St. Emeryville, CA 94608	\$41,130.47	Y	\$0.00	0%	\$0.00	N.A.
	Sucafina Attn: Current Officer 109 North 12th Street Brooklyn, NY 11249	\$54,793.91	Y	\$0.00	0%	\$0.00	N.A.
	The French Spot LLC Attn: Managing Member 1042 Larkin Street San Francisco, CA 94109	\$28,290.00	Y	\$0.00	0%	\$0.00	N.A.
	Trabocca Coffee Attn: Current Officer 100 Enterprise Way 101-B Scotts Valley, CA 95066	\$8,768.73	Y	\$0.00	0%	\$0.00	N.A.
	360 Coffee Tech Services Inc. Attn: Current Officer 1839 San Anselmo St Fairfield, CA 94533	\$860.37	Y	\$0.00	0%	\$0.00	N.A.

	Abel Brhane 3869 mlk jr wan Oakland, CA 94609	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
	Adyam Abraham 4409 Masterson St Oakland, CA 94619	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
	Agricultural Institute of Marin Attn: Current Officer 2169 Francisco Blvd East, Suite A San Rafael, CA 94901	\$625.00	Y	\$0.00	0%	\$0.00	N.A.
	Ahmeria McElroy 25833 Fairview Ave Hayward, CA 94542	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
	Aireus Robinson 791 Fifth Apt A Pinole, CA 94564	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
	Airgas Attn: Current Officer PO Box 102289 Pasadena, CA 91189	\$287.67	Y	\$0.00	0%	\$0.00	N.A.
	Akonadi Foundation Attn: Current Officer 436 14th Street Suite 1417 Oakland, CA 94612	\$35,205.00	Y	\$0.00	0%	\$0.00	N.A.
	Alanna Stokes 433 Buena Vista Avenue Alameda, CA 94501	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
	Alfreda Swygert 9 orinda cir Pittsburg, CA 94565	\$0.00	Y	\$0.00	0%	\$0.00	N.A.

Ali Haadee 1905 West St Apt A Oakland, CA 94601	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
Alicia Adams 2972 CA St. Oakland, CA 94602	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
Allie Barlund 1200 Davis St. #37 San Leandro, CA 94577	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
Alsco Attn: Current Officer 1575 Indiana St. San Francisco, CA 94107	\$1,319.06	Y	\$0.00	0%	\$0.00	N.A.
Alya Dejoure 1975 DAYTON AVE SAN LEANDRO, CA 94579	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
Amer Alhaggagi 1007 10th street Oakland, CA 94607	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
Andrew Perry 3101 Buchanan Rd Apt #121 Antioch, CA 94509	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
Andrew Smith 464 Burlwood Ave Oakland, CA 94603	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
Angela Smith- Lund 15341 NW Twoponds Dr. Portland, OR 97229	\$0.00	Y	\$0.00	0%	\$0.00	N.A.

	Angela Vilchis 1472 Valle Vista Avenue Vallejo, CA 94589	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
	Anissa Phuong 2202 Coolidge Avenue Oakland, CA 94601	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
	Antoine Hicks 1728 Martin Luther King Jr Way Oakland, CA 94612	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
	Ariana Clay 39120 Argonaut Way Fremont, CA 94538	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
	Arianna Quesada 2130 Candice Ave. Rosamond, CA 93560	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
	Arthur Jenkins- Wright 1005 72nd Avenue Oakland, CA 94621	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
	Ashli Moody 626 Garfield Street San Francisco, CA 94132	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
	Asmara Vega Curtis 1433 #B2 Oxford St. Berkeley, CA 94709	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
	Assata Konte 1836 33rd Ave Oakland, CA 94601	\$0.00	Y	\$0.00	0%	\$0.00	N.A.

	Aubriana Tillman 1030 Post Street, 209 San Francisco, CA 94109	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
	Aubriana Tillman 1030 Post Street, 209 San Francisco, CA 94109	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
	Ayza Holmes 1063 Stonecrest Drive Antioch, CA 94531	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
	Bay Area Air Quality Attn: Current Officer or Manager 375 Beale Street San Francisco, CA 94105	\$2,589.00	Y	\$0.00	0%	\$0.00	N.A.
	Belen Darris 2109 Shattuck Ave Apt 506 Berkeley, CA 94704	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
	Berman, Romerie & Associates LLP 4248 Overland Ave., Culver City, CA 90230	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
	Beverly Blackburn 305 Cove Court San Leandro, CA 94578	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
	Bill.com Current Officer 6220 America Center Dr Suite 100 San Jose, CA 95002	\$41,612.00	Y	\$0.00	0%	\$0.00	N.A.
	Billy Simpson 2418 Dana, 25 2418 Dana st, CA 94704	\$0.00	Y	\$0.00	0%	\$0.00	N.A.

BiRite Foodservice Distributors Attn: Current Officer 123 south Hill Drive Brisbane, CA 94005	\$3,187.50	Y	\$0.00	0%	\$0.00	N.A.
Brandon Dean 2032 24th Avenue Oakland, CA 94601	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
Brian Duarte 9720 Coral Road Oakland, CA 94603	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
Brianna Thomas 4481 Buckthorn Ct. Concord, CA 94521	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
Bronze Venture Fund I LP Attn: Managing Partner 425 East Strawberry Drive Mill Valley, CA 94941	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
Brunt Work Pty Ltd Attn: Current Officer Unit 1602 253 Osford St., Bondi Jnction NSW 2022 Australia	\$964.44	Y	\$0.00	0%	\$0.00	N.A.
Bryson Wallace 2445 Harrington Ave Oakland, CA 94601	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
CA Advisory LLC Attn: Managing Membe 222 N. Canal Street 3rd FL Chicago, IL 60606	\$0.00	Y	\$0.00	0%	\$0.00	N.A.

	Caha Design Group Attn: Curent Officer 478 25th Street Oakland, CA 94612	\$12,583.53	Y	\$0.00	0%	\$0.00	N.A.
	Camille Laurito 14 Jacinto Lane South San Francisco, CA 94080	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
	Candice Thomas 554 Steiner Street San Francisco, CA 94117	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
	Carta Inc. Attn: Current Officer 333 Bush St, Suite 2300 San Francisco, CA 94104	\$8,880.00	Y	\$0.00	0%	\$0.00	N.A.
	CenterCal Properties, LLC Attn Fred W. Bruning and Jean Paul Wardy 1600 E. Franklin Ave., Suite 1400 El Segundo, CA 90245	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
	Christian Butler 139 Rodeo Avenue Rodeo, CA 94572	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
	Christina Mitchell 3712 Redding St, Apt D Oakland, CA 94619	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
	Christopher Bayonne 2418 Dana Street Berkeley, CA 94704	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
	Christopher Ibarra 2401 Ivy Drive, Apt 4 Oakland, CA 94606	\$0.00	Y	\$0.00	0%	\$0.00	N.A.

	Ciara Mae Tirona 419 San Gabriel Drive Vallejo, CA 94590	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
	Cienna Velazquez 256 Maple Way Alameda, CA 94501	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
	Cintas Attn: Current Officer 6800 Cintas Boulevard Mason, OH 45040	\$2,413.16	Y	\$0.00	0%	\$0.00	N.A.
	Civicorps Attn: Current Officer 101 Myrtle St Oakland, CA 94607-2543	\$182.00	Y	\$0.00	0%	\$0.00	N.A.
	Claddagh Refrigeration Co. Inc, Attn: Current Officer 1434 15th St San Francisco, CA 94103	\$2,570.23	Y	\$0.00	0%	\$0.00	N.A.
	Cleveland Avenue Advisers Attn: Current Officer 222 North Canal Street, Third Floor Chicago, IL 60606	\$50,000.00	Y	\$0.00	0%	\$0.00	N.A.
	Cleveland Manor Investments II LLC Attn: Managing Membe 222 N. Canal Street 3rd FL Chicago, IL 60606	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
	Collin Kimberlin 22310 City Center Drive, APT 2323 Hayward, CA 94541	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
	Comcast Attn: Current Officer City of Industry, CA 91716-0533	\$392.56	Y	\$0.00	0%	\$0.00	N.A.

Community Ventures Attn: Jennifer Kassan, President 4388 Lorren Drive Fremont, CA 94536	\$48,934.96	Y	\$0.00	0%	\$0.00	N.A.
Constangy Attn: Current Officer PO Box 102476 Atlanta, GA 30368-0476	\$71,852.90	Y	\$0.00	0%	\$0.00	N.A.
Continental Terminals Annex Inc. Attn: Current Officer 300 Mitchell Avenue Alameda, CA 94501	\$2,112.29	Y	\$0.00	0%	\$0.00	N.A.
Coolrite Refrigeration, Inc. Attn: Current Officer PO 475850 San Francisco, CA 94147	\$1,359.12	Y	\$0.00	0%	\$0.00	N.A.
Courtney Rondon 5950 Doyle Street, Suite 12 Emeryville, CA 94608	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
Craven Property Holdings LLC Attn: Managing Member Box 23563 Oakland, CA 94623	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
Cru Chocolate Attn: Current Officer 1442 Zinnia Way Roseville, CA 95747	\$2,700.00	Y	\$0.00	0%	\$0.00	N.A.
Crystal Cervantes 3012 Capp St Oakland, CA 94602	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
Dairy Delivery Inc. Attn: Current Officer 10029 Penngrove Ave Penngrove, CA 94951	\$12,057.69	Y	\$0.00	0%	\$0.00	N.A.

	Damien Velazquez 256 Maple Way Alameda, CA 94501	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
	Dante Kibblewhite 3115 Filbert Street Oakland, CA 94608	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
	Delgado Hauling Attn: Current Officer 5105 East 8th Street Oakland, CA 94601	\$1,250.00	Y	\$0.00	0%	\$0.00	N.A.
	Demart Denaro 1808 bancroft way berkeley, CA 94703	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
	Dennis Clay 1318 East 18th Street, Oakland, CA 94606	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
	Deshawn Samuel 2405 lemontree ct # 2 antioch, CA 94509	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
	Deshawna Whitfield 1779 Eddy Street San Francisco, CA 94115	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
	Devansoy Attn; Current Officer 10010 N. Rock City Road Rock City, IL 61070	\$5,750.00	Y	\$0.00	0%	\$0.00	N.A.
	Devansoy Attn: Current Officer 10010 N. Rock City Road Rock City, IL 61070	\$14,047.97	Y	\$0.00	0%	\$0.00	N.A.

	Dishon Levexier 1230 Pierce Street San Francisco, CA 94115	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
	Dominic Jackson 3016 Brookdale Avenue Oakland, CA 94602	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
	Earvin John Villamor 455 Buena Vista Avenue, Apt 306 Alameda, CA 94501	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
	East Bay Municipal Utility District 375 11th Street Oakland, CA 94607	\$283.98	Y	\$0.00	0%	\$0.00	N.A.
	Ecolab Attn: Current Officer PO Box 100512 Pasadena, CA 91189	\$308.78	Y	\$0.00	0%	\$0.00	N.A.
	Eddie Yiath 20168 Sheldon CT Castro Valley, CA 94546	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
	Eden Tesfai 7045 Lanewood Ave, 210 Los Angeles, CA 90028	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
	Ejahye Lyons- Clark 3640 Shone Ave Oakland, Ca 94605	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
	Eleanor Prickett- Morgan 427 East 17th Street, Apt 201 Oakland, CA 94606	\$0.00	Y	\$0.00	0%	\$0.00	N.A.

Elijah Davis 4900 Shattuck Avenue po box. #3150 Oakland, CA 94609	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
Elijah Moore 39 Keith Court Oakley, CA 94561	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
Emeral Megy 3128 King St Berkeley, Ca 94703	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
Emilio Cedros 2283 35th Avenue Oakland, CA 94601	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
Employment Development Department Bankruptcy Unit- MIC 92E P.O. Box 826880 Sacramento, CA 94280-0001	\$157.60	Y	\$0.00	0%	\$0.00	N.A.
Erica Robles Tapia 752 59th St Apt 3 Oakland, CA 94609	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
Erin Hegarty 1201 birch ave South San Francisco, CA 94080	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
Evolved Benefits LLC dba Staff Benefits Management & Admin. Attn: Managing Member 2365 Northside Drive, Suite 550 San Diego, CA 92108	\$248.27	Y	\$0.00	0%	\$0.00	N.A.

	Fabian Maynetto 627 Garfield Street San Francisco, CA 94132	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
	Faride Bustamante 605 Lancaster Street Oakland, CA 94601	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
	Felicity Mostella PO Box 5256 Oakland, CA 94605	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
	Felix Oliveros 1028 Pine Street Oakland, CA 94607	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
	Fenyang Smith 2714 Downer Ave Richmond, CA 94804	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
	Foodwit Attn: Current Officer 9220 SW Barbur Blvd Ste 119, PMB #239 Portland, OR 97219	\$1,366.25	Y	\$0.00	0%	\$0.00	N.A.
	Force for Good Funds Attn. Current Officer 4388 Lorren Drive Fremont, CA 94536	\$25,376.58	Y	\$0.00	0%	\$0.00	N.A.
	Fragner Seifert Pace & Winograd Suite 680 Suite 680 Los Angeles, CA 90017	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
	FwdMbl Solutions Attn: Current Officer 3411 Italia Way Unit 3 Oceanside, CA 92056	\$100.00	Y	\$0.00	0%	\$0.00	N.A.

	Gabbie Rowe 94 Labrea Way San Rafael, CA 94903	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
	Gehad Salem 619 Cornell Avenue Albany, CA 94706	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
	Gemmajeon Patterson 1055 Dolores St Apt 4 San Francisco, CA 94110	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
	GLS Attn: Current Officer 12300 Bell Ranch Dr, Santa Fe Springs, CA 90670	\$804.33	Y	\$0.00	0%	\$0.00	N.A.
	Good Times Service & Maintenance LLC Attn: Managing Member 3232 S Hill Street Unit III Los Angeles, CA 90007	\$200.00	Y	\$0.00	0%	\$0.00	N.A.
	Green Alcatraz, LLC Attn: Managing Member 1743 Alcatraz Avenue Berkeley, CA 94703	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
	Guardian Life Attn: Current Officer 10 Hudson Yards New York, NY 10001	\$1,127.48	Y	\$0.00	0%	\$0.00	N.A.
	Hansen Lau 1767 37th ave san francisco, CA 94122	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
	Heavenly Samuel 2405 lemontree ct #2 Antioch, CA 94509	\$0.00	Y	\$0.00	0%	\$0.00	N.A.

	Hector Magana 2471 Humboldt Ave Oakland, CA 94601	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
	Helen Arega 1223 S 273rd Des Moines, WA 98198	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
	Hendee Aurelus 1524 27 ave Oakland, CA 94601	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
	Hollywood Park Retail c/o Wilson Meany Four Embarcadero Center, Suite 3330 San Francisco, CA 94111-4103	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
	Hudson One Ferry Operating L.P Attn: Current Officer c/o Hudson Pacific Properties One Ferry Building, Suite 260 San Francisco, CA 94111	\$5,013.00	Y	\$0.00	0%	\$0.00	N.A.
	Hudson Pacific Properties Attn: Current Officer One Ferry Building, Suite 560 San Francisco, CA 94111	\$51,264.03	Y	\$0.00	0%	\$0.00	N.A.
	Imara Mcmillan 6079 Old Quarry Loop Oakland, CA 94605	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
	Ines Maldonado 1610 Sutter Street, Apt 206 San Francisco, CA 94109	\$0.00	Y	\$0.00	0%	\$0.00	N.A.

InterAmerican Coffee Inc Attn: Current Officer 111 River St. Suite 1220 Hoboken, NJ 07030	\$165.35	Y	\$0.00	0%	\$0.00	N.A.
International Fire Equipment Attn: Current Officer 437 Ohio Avenue Richmond, CA 94804	\$347.50	Y	\$0.00	0%	\$0.00	N.A.
Jack Fanning 1537 10th Avenue San Francisco, CA 94122	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
Jacob Marshall 900 Park Avenue Alameda, CA 94501	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
Jacqueline Domingo 2501 7th Ave., Apt 1 Oakland, CA 94606	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
Jade Dufour 381 Turk Street San Francisco, CA 94102	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
Jai Yee 11760 San Pablo Avenue, APT 106 El Cerrito, CA 94530	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
Jaime Lisandro 6717 Larid Ave Oakland, CA 94605	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
Janine Lana Lacap 1045 Mission Street, Apt 411 San Francisco, CA 94103	\$0.00	Y	\$0.00	0%	\$0.00	N.A.

	Jared Warren 4001 San Leandro St. Oakland, CA 94601	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
	Jasmine Menjivar 1973 19th Avenue San Francisco, CA 94116	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
	Jelani Rivera 25 Lakewood Avenue San Francisco, CA 94127	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
	Jendayi Ingram 188 Hooper Street San Francisco, CA 94107	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
	Jenelle Ostil 283 San Marino Avenue Vallejo, CA 94589	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
	Jennifer Acevedo 1148 Mendell San Francisco, CA 94124	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
	Jennifer Liu 610 Webster St, Apt 15 San Francisco, CA 94117	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
	Jennifer Owens 9 Orinda Circle Pittsburg, CA 94565	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
	Jereme Towns 12312 Featherwood Drive, Apt 43 Silver Spring, MD 20904	\$0.00	Y	\$0.00	0%	\$0.00	N.A.

Jermeana Hughes/Anderson 6726 37th Street Court West University Place, WA 98466	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
Jessica Moncada 5648 Bay Street Apt #415 Emeryville, CA 94608	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
Jessie Llarinas 1839 San Anselmo st Fairfield, CA 94533	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
Jesus Sicairos 25 Pinto Ave San Francisco, CA 94132	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
Jonah Makonnen 4008 Linwood Ave Oakland, CA 94602	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
Jonathan Sanchez 3616 High St Oakland, CA 94619	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
Jordan Brooks 4844 allendale Ave Oakland, CA 94619	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
Jordan Richardson 1969 Sutter #4 San Francisco, CA 94115	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
Jordan Roberts 884 Davis Street, #201 San Leandro, CA 94577	\$0.00	Y	\$0.00	0%	\$0.00	N.A.

Joseph Guy 7400 West Flamingo Rd., Apt. 1080 Las Vegas, NV 89147	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
Julie Villanueva 4170 17th Street, Apt 203 San Francisco, CA 94114	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
Juniper Hill, LLC Attn: David Drummond 2171 Landings Dr. Mountain View, CA 94043	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
Kadar Howard 4200 Park Boulevard Oakland, CA 94602	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
Kadijah Scott 200 Harrison Street Oakland, CA 94607	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
Kalea Calloway 3440 Wilson Avenue Apt 5 Oakland, CA 94602	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
Kaya Pearson 2141 east 29th st Oakland, CA 94606	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
Keba Konte 1836 33rd Ave Oakland, CA 94601	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
Kenitra Dominguez 401 Derby Ave Apt #310 Oakland, CA 94601	\$0.00	Y	\$0.00	0%	\$0.00	N.A.

	Kennedy Buriani 2236 Kehoe Avenue San Mateo, CA 94403	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
	Kenneth Russell 2421 Market Street, 44th Street Oakland, CA 94607	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
	Kenny Davis 780 16th Street Oakland, CA 94612	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
	Know Where Coffee LLC Attn: Managing Member 10556 NW 26th St. Ste D102 Miami, FL 33172	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
	Kyle Angela Huerta 5608 Ocean View Drive, Apt. 10 Oakland, CA 94618	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
	Kyle Osborne 6565 Shattuck Ave #2 Oakland, CA 94609	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
	Kyra Jackson 116 Clay St, Apt B Santa Cruz, CA 95060	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
	Laura Barajas-Velazquez 2625 Pleasant St apt 11 Oakland, CA 94602	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
	Leece Johnson 308 Philip Drive Daly City, CA 94015	\$0.00	Y	\$0.00	0%	\$0.00	N.A.

	Lejani Lopez 210 Gov. Pascual St. Sipac Philippines	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
	Lelonnie Taylor 88 Perry Street, #308 San Francisco, CA 94107	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
	Lelonnie Taylor 88 Perry Street, #308 San Francisco, CA 94107	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
	Liona Gebrekristos 2618 E 16th St, apt 204 Oakland, CA 94601	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
	Lisette Pomart 604 Bush Street, apt 202 San Francisco, CA 94108	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
	Lizmarie Rodriguez- Andujar 2558 high street Oakland, CA 94601	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
	Lonnie George 2162 Market St San Francisco, CA 94114	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
	Loquat Attn Current Officer 198 Gough Street San Francisco, CA 94102	\$7,044.50	Y	\$0.00	0%	\$0.00	N.A.
	Luca Gocobachi Salazar 92 Karen Court Vallejo, CA 94590	\$0.00	Y	\$0.00	0%	\$0.00	N.A.

Luxent, Inc. Attn: Current Officer 30262 Crown Valley Pkwy, Suite B 445 Laguna Niguel Laguna Niguel, CA 92677	\$2,115.00	Y	\$0.00	0%	\$0.00	N.A.
Madeleine Sagui 3956 Corte Mar De Hierba San Diego, CA 92130	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
Madoc Wade 534 Noe Street San Francisco, CA 94114	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
Malek Armstrong 1219 Carleton St Berkeley, CA 94702	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
Mar-Val Food Stores Attn: Current Officer 856 North Sacramento Street Suite C Lodi, CA 95240	\$200.00	Y	\$0.00	0%	\$0.00	N.A.
Marcel Saunders 3504 Meadowbrook Road, 3316 Lair Way Antioch, CA 94509	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
Marcellus Sanchez 7500 Saint Patrick Way, Apt 227 Dublin, CA 94568	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
Maria Ferraz 130 Skowhegan Court San Jose, CA 95139	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
Marjorie Kirpaul 505 Black Oak Court Antioch, CA 94509	\$0.00	Y	\$0.00	0%	\$0.00	N.A.

	Mark Skorheim 582 39th Avenue San Francisco, CA 94121	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
	Market Mechanical HVACR Attn: Current Officer PO Box 117343 Burlingame, CA 94011	\$900.00	Y	\$0.00	0%	\$0.00	N.A.
	Martin Taylor 3524 Harper Street Oakland, CA 94601	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
	Marvin Robinson P.O. Box 55344 Hayward, CA 94545	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
	Matthew Pullido 1470 Alice Street, #307 Oakland, CA 94612	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
	Mavam Espresso Attn: Current Officer 309 South Cloverdale Street Ste D7 Seattle, WA 98108	\$59,848.00	Y	\$0.00	0%	\$0.00	N.A.
	Maya Guadalupe Tamayo 322 Wellington Avenue Concord, CA 94520	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
	Meethana Singh 540 Dwight Street San Francisco, CA 94134	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
	Metro Publishing, Inc Attn: Current Officer 380 south 1st Street San Jose, CA 95113	\$845.00	Y	\$0.00	0%	\$0.00	N.A.

	MHC Engineers, Inc Attn: Current Officer 1508th Street San Francisco, CA 94103	\$3,150.00	Y	\$0.00	0%	\$0.00	N.A.
	Mica Smith-Dahl 1714 Franklin Street #395 Oakland, CA 94612	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
	Michaela Conway 360 Chukar Court Tracy, CA 95376	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
	Michelle Johnson 501 South Rampart Blvd, 101 Los Angeles, Ca 90057	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
	Michelle Pan 518 Lyon St San Francisco, CA 94117	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
	Mikell Petty 2338 Telegraph Avenue, #505 Berkeley, CA 94704	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
	Millicent Sims Merony O'Hagan Meyer LLP 1 Embarcadero Center, Suite 2100 San Francisco, CA 94111	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
	Misty Thomas 2324 Ransome ave Oakland, CA 94601	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
	Mohammad Haadee 900 143rd ave #147 San Leandro, CA 94578	\$0.00	Y	\$0.00	0%	\$0.00	N.A.

	Monika Carney 22154 Center Street #2 Castro Valley, CA 94546	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
	Mubeenah Wishnoff 6669 Brann Street Oakland, CA 94605	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
	Nandika Rai 2129 East 28th Street, apt 3 Oakland, CA 94606	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
	Naomi Moniz 1615 Prince Street, Apt 5 Berkeley, CA 94703	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
	Natalia Torres 2328 Seminary Ave, Apt 207 Oakland, CA 94605	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
	Natlya Crawford 734 Chester Street Oakland, CA 94607	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
	Nesbyth Rieman 1470 Alice St Apt 207 Oakland, CA 94612	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
	New General Market Partners LLC 2821 South Bayshore Dr #9D Miami, FL 33133	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
	Nicole Lovett 7221 Ney Ave Oakland, CA 94605	\$0.00	Y	\$0.00	0%	\$0.00	N.A.

	Nicole Romak 536 41st Street, APT 37 Oakland, CA 94609	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
	O Shion Christ 6853 Simson Street Oakland, CA 94605	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
	Pacific EverGreen Rentals LLC. Managing Member PO Box55667 Hayward, CA 94545	\$365.00	Y	\$0.00	0%	\$0.00	N.A.
	Pacific Gas & Electric (PG&E) Attn: Current Officer PO Box 997300 Sacramento, CA 95899-7300	\$14,976.14	Y	\$0.00	0%	\$0.00	N.A.
	Pamela Pando Cardilo 1727 39th Avenue San Francisco, CA 94122	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
	Patrisia Correa 1285 Sutter Street, Apt. 311 San Francisco, CA 94109	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
	Paypal Loan Attn: Current Officer 2211 North First Street San Jose, CA 95131	\$32,967.22	Y	\$0.00	0%	\$0.00	N.A.
	Pecollian Mays II 9 Orinda Circle Pittsburg, CA 94565	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
	Pest Elimination Division Attn: Current Officer 26252 Network Place Chicago, IL 60673	\$182.65	Y	\$0.00	0%	\$0.00	N.A.

Primo Espresso Company Attn: Current Officer PO Box 447 Danville, CA 94526	\$249.00	Y	\$0.00	0%	\$0.00	N.A.
Prova, Inc. 48 Dunham Rd. Suite 5000 Beverly, MA 01915	\$2,562.55	Y	\$0.00	0%	\$0.00	N.A.
Quadra Chemicals Inc. Attn: Curent Officer 21 Waterway Avenue The Woodlands, TX 77380	\$2,025.00	Y	\$0.00	0%	\$0.00	N.A.
Quetzal Suriano 6301 Telegraph Avenue, unit A Oakland, CA 94609	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
Quincy Guidry 676 West MacArthur Blvd Oakland, CA 94609	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
Ramon Gonzales 3440 Wilson Avenue apt #5 Oakland, CA 94602	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
Raquel Alipoon 220 Zinfandel Dr Ukiah, CA 95482	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
Ravago Chemicals Attn: Current Officer 201 N Civi Drive, Suite 190 Walnut Creek, CA 94596	\$397.20	Y	\$0.00	0%	\$0.00	N.A.
Recology Attn: Current officer 250 Executive Park Boulevard suite 2100 San Francisco, CA 94134	\$1,645.18	Y	\$0.00	0%	\$0.00	N.A.

	Renaissance Rialto, Inc. Attn: Allen Michaan, Reg. Agent 3200 Grand Ave. Oakland, CA 94610	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
	Representative for Individual common shareholders 3136 International Blvd 2nd FL Oakland, CA 94601	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
	Rhae Royal 3541 May Court Oakland, CA 94602	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
	Representative for Individual common shareholders 3136 International Blvd 2nd FL Oakland, CA 94601	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
	Ricardo Rivera 148 s 16th st Richmond, CA 94804	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
	Richard Sandoval 2920 Greenwood Drive San Pablo, CA 94806	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
	River Rumsfeld 340 Fremont Street, #3406 San Francisco, CA 94105	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
	Rodney Brinkley 4008 Linwood Avenue Oakland, CA 94602	\$0.00	Y	\$0.00	0%	\$0.00	N.A.

	Rolando Rodriguez Brown 131 W Washington Ln Philadelphia, PA 19144	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
	Ruth Canizal 429 40th Street Apt 3 Oakland, CA 94609	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
	Ryan Watkins 560 South 7th St. Apt J San Jose, CA 95112	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
	Salem Butler 3418 Boston Avenue Oakland, CA 94602	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
	Samantha Parham 4952 Mount Royal Drive Los Angeles, CA 90041	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
	Sammy Zhuo 191 Shakespeare Street San Francisco, CA 94112	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
	Sanford Jenkins 1528 Alice Street, Apt 9 Oakland, CA 94612	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
	Sarady Sith 2422 East 15th st Oakland, CA 94601	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
	Sean Balayan 1161 Benicia Road, Spc 10 Vallejo, CA 94591	\$0.00	Y	\$0.00	0%	\$0.00	N.A.

	Sean Henrichs 1752 Bishop Drive Concord, CA 94521	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
	Selena Toepel 2134 Rain Drop Circle Pittsburg, CA 94565	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
	Selina Ricci 1907 East 30th Street, unit 301 Oakland, CA 94606	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
	Sharif Lewis 4629 Imperial Street Antioch, CA 94531	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
	Shawnecee Schneider 666 30th st Oakland, CA 94609	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
	Sheila Hoang 1618 South Shadydale Ave West Covina, CA 91790	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
	Shenandoah L. Lush 2636 Cole Street Oakland, CA 94601	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
	Sijantha Thavarasa 1828 28th Avenue, 12 Oakland, CA 94601	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
	Skye Kulpasthanat 544, 3rd St. Vallejo, CA 94590	\$0.00	Y	\$0.00	0%	\$0.00	N.A.

Sloat Brothers Ltd, DBA The Annex Attn: Current Officer 300 Mitchell Avenue Alameda, CA 94501	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
Sonja Sample 1406 ceres st Crockett, CA 94525	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
Stage 1 Financial Attn: Current Officer 140 S. Chaparral Court, Suite 250-260 Anaheim, CA 92808	\$14,787.50	Y	\$0.00	0%	\$0.00	N.A.
Super Jugoso LLC Attn: Managing Member 1736 16th Street Unit C Oakland, CA 94607	\$498.00	Y	\$0.00	0%	\$0.00	N.A.
Suzy Jones 914 Divisadero San Francisco, CA 94115	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
Suzy Jones 914 Divisadero San Francisco, CA 94115	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
Taylor Sweeney 636 57th st, APT B Oakland, CA 94609	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
Telvin Banks 2524 108 ave oakland, CA 94603	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
Terminix Attn Curent Officer PO Box 802155 Chicago, IL 60680	\$142.00	Y	\$0.00	0%	\$0.00	N.A.

	The Law Offices of Burke Hansen 252 8th Ave. San Francisco, CA 94118	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
	The Matcha Factory LLC Attn: Current Officer 1031 Norwood Avenue Oakland, CA 94610	\$3,300.00	Y	\$0.00	0%	\$0.00	N.A.
	The Pleasure Principle Supperclub Attn. Curent Officer 26309th Ave Oakland, CA 94606	\$950.65	Y	\$0.00	0%	\$0.00	N.A.
	Thelma Ibe 1733 Waller Street San Francisco, CA 94117	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
	Tiffany Achtemeier 1615 Broderick Street San Francisco, CA 94115	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
	Troia Foods Attn: Current Officer 801 Foam Street Pacific Grove, CA 93950-0029	\$2,760.00	Y	\$0.00	0%	\$0.00	N.A.
	U.S. Equal Opportunity Commission Oakland Local Office 1301 Clay Street, Suite 680-N Oakland, CA 94612	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
	United Real Estate Development Attn Current Officer 3000 W 6th St., Suite 309 Los Angeles, CA 90020	\$101,600.00	Y	\$0.00	0%	\$0.00	N.A.

URD Real Estate Attn Current Officer 3000 W 6th St., Suite 309 Los Angeles, CA 90020	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
Valerie Warner 3537 Laguna Avenue Oakland, CA 94602	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
Vanessa Balanon-Padilla 271 Jayne Avenue, Apt 5 Oakland, CA 94610	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
Vianey Twyford 890 Bush Street, 202 San Francisco, CA 94108	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
Victor Logan 2847 San Leandro Blvd apt 202 San Leandro, CA 94578	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
Victor Mooyah 611 Persia Avenue San Francisco, CA 94112	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
Vina Verman 2465 Shoreline Dr, Apt 202 Alameda, CA 94501	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
Waterloo Beverages Attn: Current Officer PO Box 720114 San Francisco, CA 94172	\$433.98	Y	\$0.00	0%	\$0.00	N.A.
WCF National Insurance Company Attn; Current Officer PO Box 26488 Salt Lake City, UT 84126-0488	\$12,108.15	Y	\$0.00	0%	\$0.00	N.A.

West Valley Associates, LLC & Gregg Michael Seltzer & Paris Seltzer Trust, Attn: Trustee, Managing Members 2708 Wilshire Blvd, Suite 465 Santa Monica, CA 90403	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
West Valley Associates, LLC c/o Scott Alan Miller, Esq. Dillon Miller Ahuja & Boss LLP 5872 Owens Avenue, Suite 200 Carlsbad, CA 92008	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
Wilde Horizons Attn: Current Officer 4685 Commonwealth Oakland, CA 94605	\$22,500.00	Y	\$0.00	0%	\$0.00	N.A.
Willgo Solutions LLC Attn: Reg Agent, Managing Member 30262 Crown Valley Parkway, Suite B Laguna Niguel, CA 92677	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
Wilson Meany c/o Wilson Meany Four Embarcadero Center, Suite 3330 San Francisco, CA 94111-4103	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
Wisly Pierre 4409 West Street Oakland, CA 94608	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
XL Fire Protection Attn: Current Officer 3022 N. Hesperian Way Santa Ana, CA 92706	\$10,813.00	Y	\$0.00	0%	\$0.00	N.A.

	Yessenia Medina 4010 DiVinci CT Antioch, CA 94509	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
	Yido Jang 2001 Colony Street, Apt 2 Mountain View, CA 94043	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
	Yodit Tekla 3825 Northeast 155th Place, #502 Lake Forest Park, WA 98155	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
	Zachary Hockenberry 274 Coleridge Street San Francisco, CA 94110	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
	Zachary Hockenberry 274 Coleridge Street San Francisco, CA 94110	\$0.00	Y	\$0.00	0%	\$0.00	N.A.
	Total	\$877,957.72		\$0.00		\$0.00	

1 MATTHEW D. METZGER (#240437)
2 mmetzger@belvederelegal.com
3 **BELVEDERE LEGAL, PC**
4 1777 Borel Place, Ste 314
5 San Mateo, CA 94402
6 t. (415) 513-5980
7 f. (415) 513-5985

8 Attorney for Debtor-in-Possession
9 Red Bay Coffee Company, Inc.

10 **UNITED STATES BANKRUPTCY COURT**
11 **NORTHERN DISTRICT OF CALIFORNIA**
12 **OAKLAND DIVISION**

13 **In re**

14 **RED BAY COFFEE COMPANY, INC.**
15 *f/k/a Red Bay Coffee Company LLC*
16 **EIN 46-5183215**

17 **Debtor.**

18 **Case No. 24-41317 DM**

19 **Chapter 11**

20 **STIPULATION TO COMPROMISE:**

- 21 1) **OBJECTION TO CLAIM OF WEST**
22 **VALLEY ASSOCIATES, LLC (CLAIM**
23 **34) (DKT. # 107); AND**
24 2) **OPPOSITION TO DEBTOR'S PLAN**
25 **OF REORGANIZATION FOR SMALL**
26 **BUSINESS UNDER CHAPTER 11**
27 **(FEBRUARY 7, 2025) (DKT. # 101)**

28 **Date:**

Time:

Room: Via Tele/Videoconference
www.canb.uscourts.gov/calendars

Courtroom 17
Phillip Burton Federal Building
450 Golden Gate Avenue
16th Floor
San Francisco, CA 94102

Hon. Dennis Montali

Debtor-in-Possession RED BAY COFFEE COMPANY, INC. ("RBC" and/or the
"Debtor"), and West Valley Associates, LLC and Gregg Seltzer as Trustee of the Gregg Michael

1 Seltzer and Julie Paris Seltzer Trust dated December 30, 1992 (“WVA”) (collectively “the
2 Parties”) hereby enter, subject to Court approval, the instant *Stipulation to Compromise:*
3 *Objection to Claim of West Valley Associates, LLC (Claim 34 (Dkt. # 107)); and Opposition to*
4 *Debtor’s Plan of Reorganization for Small Business under Chapter 11 (February 7, 2025) (Dkt. #*
5 *101).*

6 **Recitals**

7 A. Pre-petition, the Debtor leased a non-residential commercial space at 3001 W.
8 Jefferson Boulevard, in the City and County of Los Angeles, State of California (“Premises”)
9 owned by landlord WVA.

10 B. On or about July 20, 2023, WVA filed a lawsuit against Debtor for unlawful
11 detainer in the Superior Court of the State of California, County of Angeles, Case No.
12 23STCV17051.

13 C. On or about September 1, 2023, RBC surrendered possession of Premises to WVA.

14 D. On January 22, 2024, WVA filed a First Amended Complaint for 1) breach of
15 Lease; and 2) Waste.

16 E. On August 29, 2024 (the “Petition Date”), the Debtor filed a Chapter 11,
17 Subchapter V Petition.

18 F. On August 30, 2024, Debtor filed a Notice of Proceedings, based on the Chapter 11
19 filing.

20 G. On February 7, 2025, Debtor filed and served *its Plan of Reorganization for Small*
21 *Business under Chapter 11, Subchapter V* (Dkt. # 97) (the “Plan”) and noticed a confirmation
22 hearing for March 7, 2025 at 10:00 a.m., Dkt. # 98.

23 H. On February 28, 2025, West Valley filed Proof of Claim 34 stating a general
24 unsecured claim in the amount of \$611,080.07.

25 I. On February 28, 2025, WVA filed its *Objection to Claim of West Valley*
26 *Associates, LLC (Claim 34 (Dkt. # 107)); and Opposition to Debtor’s Plan of Reorganization for*
27 *Small Business under Chapter 11 (February 7, 2025), Dkt. # 101* (“Objection to Confirmation”).
28

1 J. On March 6, 2025, Debtor filed its *Objection to Claim of West Valley Associates,*
2 *LLC (Claim 34)*, Dkt. # 107 (“Objection to Claim”).

3 K. On March 7, 2025, the Court scheduled a status conference on WVA’s Objection to
4 Confirmation to occur on April 11, 2025 a 10:00 a.m.

5 L. On March 7, 2025, the Court also continued the confirmation hearing to occur
6 April 21, 2025 at 10:00 a.m.

7 M. Since the March 7, 2025, the Parties, by and through counsel, have met and
8 conferred and reached a compromise all controversies, subject to Court approval, contained in the
9 instant stipulation (“Agreement”).

10 **Stipulation**

11 Now therefore, Debtor and Landlord hereby agree as follows:

12 1. **Incorporation of Recitals.** Recitals A-M are hereby incorporated into the
13 stipulation.

14 2. **Allowed Claim.** WVA’s Claim 34 shall be allowed as a general unsecured claim
15 in the amount of \$611,080.07.

16 3. **Payment of Allowed Claim on Effective Date.** Debtor shall pay \$20,000.00 in
17 full satisfaction of Claim 34 on the Plan’s Effective Date (the “Plan Payment”). \$20,000.00
18 represents only 3.3% of Claim 34 and Debtor’s Plan proposes a 14.15% dividend to allowed
19 general unsecured claim. The Parties agree that satisfaction of the \$611,080.07 Claim 34 for only
20 \$20,000.00 payable on the Effective Date benefits the estate by not diluting the 14.15% dividend
21 available to all other general unsecured creditors holding allowed claims.

22 4. **Withdrawal of Objection to Confirmation.** WVA’s Objection to Confirmation is
23 hereby withdrawn.

24 5. **Withdrawal of Objection to Claim.** Debtor’s Objection to Claim is hereby
25 withdrawn.

1 6. **Mutual Releases.**

2 a. Effective upon WVA's receipt of the Plan Payment, WVA, on behalf of
3 itself and its successors, assigns, agents, representatives, and any other party
4 claiming by or through it, hereby fully and forever releases and discharges
5 RBC, along with its successors, assigns, agents, representatives, and any
6 other party claiming by or through it, from any and all claims, demands,
7 actions, causes of action, suits, debts, obligations, damages, and liabilities
8 of any kind or nature, whether known or unknown, suspected or
9 unsuspected, arising out of or in any way connected with the controversies
10 being settled by this Agreement.

11 b. Effective upon WVA's receipt of the Plan Payment, RBC, on behalf of
12 itself and its successors, assigns, agents, representatives, and any other party
13 claiming by or through it, hereby fully and forever releases and discharges
14 WVA, along with its successors, assigns, agents, representatives, and any
15 other party claiming by or through it, from any and all claims, demands,
16 actions, causes of action, suits, debts, obligations, damages, and liabilities
17 of any kind or nature, whether known or unknown, suspected or
18 unsuspected, arising out of or in any way connected with the controversies
19 being settled by this Agreement.

20 7. **Mutual Waiver of all Claims Known and Unknown.** The Parties waive and
21 relinquish all rights and benefits afforded by Section 1542 of the Civil Code of the State of
22 California. Each Party hereto understands that the facts in respect of which the releases made in
23 this Agreement are given may hereafter turn out to be other than or different from the facts in that
24 connection now known or believed by such Party to be true; and each Party hereby accepts and
25 assumes the risk of the facts turning out to be different and agree that this Agreement shall be and
26 remain in all respects effective and not subject to termination or rescission by virtue of any such
27 difference in facts.

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Section 1542 of the Civil Code of the State of California reads as follows:

“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

8. **Binding Effect.** The Mutual Release and Mutual Waiver set forth herein shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

9. **Plan Material Default.** Despite anything in the Agreement to the contrary, should Debtor fall into material default upon a confirmed plan of reorganization at any time that results in a liquidation, WVA shall maintain Claim 34 in the Allowed Amount minus any payments received under the terms of this Agreement.

10. **Conditions Precedent.** the Parties further agree that the terms of this Agreement shall take effect only after entry of a Court order approving the Agreement.

IT IS SO STIPULATED:

Dated: April 10, 2025

BELVEDERE LEGAL, P.C.

/s/ Matthew D. Metzger
MATTHEW D. METZGER

Attorney for Debtor-in-Possession
Red Bay Coffee Company, Inc.

Dated: April 10, 2025

**WEINTRAUB ZOLKIN TALERICO & SELTH
LLP**

/s/ Derrick Talerico
DERRICK TALERICO

Attorneys for West Valley Associates, LLC and
Gregg Seltzer as Trustee of the Gregg Michael Seltzer
and Julie Paris Seltzer Trust dated December 30, 1992

CERTIFICATE OF SERVICE

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I, Matthew D. Metzger, the undersigned, hereby declare that I am over the age of eighteen years and am not a party to the within-entitled action; my business address is Belvedere Legal, PC, 1777 Borel Place, Suite 314, San Mateo, CA 94402. On April 10, 2025, I caused to be served the following documents in the manner stated below:

STIPULATION TO COMPROMISE:

- 1) OBJECTION TO CLAIM OF WEST VALLEY ASSOCIATES, LLC (CLAIM 34) (DKT. # 107); AND**
- 2) OPPOSITION TO DEBTOR’S PLAN OF REORGANIZATION FOR SMALL BUSINESS UNDER CHAPTER 11 (FEBRUARY 7, 2025) (DKT. # 101)**

on all interested parties in said case addressed as follows:

<input checked="" type="checkbox"/>	<p>TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): The foregoing document was served by the court via NEF and hyperlink to the document. On March 4, 2025, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below.</p> <p>Shawn M. Christianson on behalf of Creditor Oracle America, Inc. schristianson@buchalter.com</p> <p>Christina Lauren Goebelsmann on behalf of U.S. Trustee Office of the U.S. Trustee/Oak christina.goebelsmann@usdoj.gov</p> <p>Brian D. Huben on behalf of Creditor 3060 Fillmore CenterCal LLC hubenb@ballardspahr.com, carolod@ballardspahr.com</p> <p>Gregory K. Jones on behalf of Creditor Block, Inc. GJones@dykema.com, cacossano@dykema.com</p> <p>Paul Gregory Leahy on behalf of U.S. Trustee Office of the U.S. Trustee/Oak Paul.Leahy@usdoj.gov</p> <p>Matthew D. Metzger on behalf of Debtor Red Bay Coffee Company, Inc. belvederelegalecf@gmail.com, 8450177420@filings.docketbird.com</p> <p>Office of the U.S. Trustee/Oak USTPRegion17.OA.ECF@usdoj.gov</p> <p>Scott Olson on behalf of Creditor Red Bay Coffee CA II LLC solson@seyfarth.com</p>
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<p>Mark M. Sharf mark@sharflaw.com, msharf00@gmail.com;sharf1000@gmail.com;C188@ecfcbis.com;msharf00@gmail.com;2180473420@filings.docketbird.com</p> <p>Derrick Talerico on behalf of Creditor West Valley Associates, LLC dtalerico@wztslaw.com, sfritz@ztlegal.com</p>
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I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on April 10, 2025 at San Mateo, California.

/s/ Matthew D. Metzger
Matthew D. Metzger