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Attorney for Movant Sun Diamond Growers of California
by: Michael J. Fitzpatrick, Esquire

FILED
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UNITED STATES BANKRUPTCY COURT
DISTRICT OF ARIZONA

In Re:	)	Chapter 11
BCE WEST, L.P. et.al.	)	Case Nos. 98-12547 through 98-12570 ECF CGC Jointly Administered
Debtors	)	
EID #38-3196719	)	
ANTHONY KAZEVA and PAULA KAZEVA, his wife, Respondent(s)	)	COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA
vs.	)	
	)	DOCKET NO.: GD 96-000288
BOSTON CHICKEN, INC. and MARZETTI COMPANY, Respondent(s)	)	
vs.	)	
TECHNICAL FOOD SALES and SUN DIAMOND GROWERS OF CALIFORNIA, Movant(s)	)	**MOTION FOR AN ORDER FOR RELIEF FROM THE AUTOMATIC STAY AND REQUIREMENT TO FILE OBJECTION**

TO: THE HONORABLE CHARLES G. CHASE, JUDGE
UNITED STATES BANKRUPCY COURT

Sun Diamond Growers of California hereinafter ("Sun Diamond Growers") creditor and movant, moves for an Order as follows:

1. Debtor, Mid-Atlantic Restaurant Systems, Inc., t/a Boston Market, has filed a Petition for Relief under Chapter 11 of the U.S. Bankruptcy Code.

2. Respondent, Anthony Kazeva, was allegedly injured while a patron at a Boston Market in the Commonwealth of Pennsylvania, Allegheny County, on January 10, 1994.

3. As a result thereof, a complaint was filed in the Court of Common Pleas of Allegheny County, Pennsylvania, on February 6, 1996 naming Boston Chicken, Inc. and movant, Sun Diamond Growers and others in the action.

4. As more fully set forth in the Affidavit of Linda L. Pretz, Esquire, during the course of discovery in the Pennsylvania action, information has been provided by defendant's/debtor's counsel indicating that defendant was covered by insurance through CNA Insurance Company at the time of the January 10, 1994 incident.

5. The insurance provided liability coverage in the aggregate amount of one million dollars.

6. In light of the fact that, Boston Chicken, defendant was insured by CNA Insurance Company on the date of the January 10, 1994 incident, movant, Sun Diamond Growers, respectfully requests that the U.S. Bankruptcy Court enter an Order lifting the Automatic Stay to the extent of liability coverage provided by the liability insurance issued by CNA Insurance Company.

7. Therefore, pursuant to Section 362 of the U.S. Bankruptcy Code, movant prays that this Court enter an order granting relief to movant, Sun Diamond Growers, and lifting the automatic stay permitting the parties to proceed with the cause of action in the Court of Common Pleas of Allegheny County, Commonwealth of Pennsylvania, to the extent of liability insurance coverage available to defendant/debtors.

Dated: 9/9/97

Michael Fitzpatrick, Esquire
Attorney for movant,
Sun Diamond Growers of California
Additional Defendant

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AFFIDAVIT OF LINDA L. PRETZ, ESQUIRE

1. I am an attorney at law for the Commonwealth of Pennsylvania duly charged with the duty of defending the above-captioned lawsuit on behalf of defendant, Boston Chicken, Inc.

2. Plaintiffs, Anthony and Paula Kazeva, allege in their Complaint that on January 10, 1994, the husband-plaintiff was injured when he bit into a piece of walnut shell contained in cranberry-walnut relish while a patron at defendant's premises.

3. On January 10, 1994 there was an insurance policy in force and effect covering Boston Market for liability under policy number 122339162 with CNA Insurance Company

4. The CNA insurance policy referred to in paragraph 3 above provides for liability coverage in the amount of one million dollars and I have confirmed that there is no self-retention on behalf of Boston Chicken.

I certify that the foregoing statements made by me are true and correct. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Linda L. Pretz, Esquire
Attorney for defendant
Boston Chicken

Sworn to and subscribed
to me this 8th day of
September 1999.

Notary Public

SEAL

Notarial Seal
Debra A. Bryer, Notary Public
Pittsburgh, Allegheny County
My Commission Expires June 17, 2003
Pennsylvania Association of Notaries