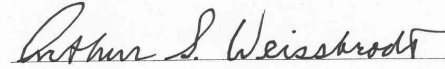




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IT IS SO ORDERED.
Signed January 26, 2010


Arthur S. Weissbrodt
U.S. Bankruptcy Judge

6 Attorneys for Debtor

7
8 UNITED STATES BANKRUPTCY COURT
9 NORTHERN DISTRICT OF CALIFORNIA
10 SAN JOSE DIVISION

11 In re
12 LIST BIOLOGICAL LABORATORIES,
13 INC., a California corporation,

Case No. 09-60878 ASW

Chapter 11

14 Debtor.

15 Employee ID No. 94-2525317

**FINAL ORDER PROHIBITING UTILITIES
FROM ALTERING, REFUSING, OR
DISCONTINUING SERVICE; DEEMING
UTILITIES ADEQUATELY ASSURED OF
PAYMENT; AND ESTABLISHING
PROCEDURES FOR DETERMINING
REQUESTS FOR ADDITIONAL
ADEQUATE ASSURANCE OR PAYMENT
(11 U.S.C. §366)**

18 Date: January 15, 2010

19 Time: 1:45 p.m.

Place: Courtroom 3020

280 So. First Street

San Jose, CA 95113

Judge: The Hon. Arthur S. Weissbrodt

21 The Motion for Final Order Prohibiting Utilities From Altering, Refusing, or
22 Discontinuing Service; Deeming Utilities Adequately Assured of Payment; and Establishing
23 Procedures for Determining Requests for Additional Adequate Assurance or Payment (11 U.S.C.
24 §366) (the "Motion") filed by List Biological Laboratories, Inc., a California corporation ("List
25 Bio Labs" or "Debtor"), the debtor herein, came on for hearing on shortened notice on January
26 15, 2010. Appearances were as noted on the record. No objections were filed. The Court having
27 reviewed the pleadings filed, considered the arguments of counsel and for good cause shown,
28

1 NOW THEREFORE,
2 IT IS HEREBY ORDERED:

3 1. The Motion is granted as modified in open court to reduce the deposit payment to
4 PG& E to \$15,000, provided, however, that in the event that PG&E believes that it is not
5 adequately protected, it may seek to modify the amount of the deposit provided for herein.

6 2. The Debtor, at its discretion, may make cash deposits with each of the companies
7 identified below (the "Adequate Assurance Deposit"), based on the last monthly utility cost
8 incurred by the Debtor prior to the Petition Date.

| <i>Service</i> | <i>Provider</i> | <i>Proposed Deposit</i> |
|-------------------|-----------------------|-------------------------|
| Gas & Electricity | PG&E | \$15,000.00 |
| Phone | TelePacific Common | \$1,000.00 |
| Internet Provider | Internet Connection | \$438.00 |
| Garbage | Waste Management | \$215.00 |
| Delivery | Federal Express Corp. | \$7,500.00 |
| | TOTAL | \$17,403.00 |

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16 3. The Providers listed above ("Utility Companies") are prohibited from altering,
17 refusing or discontinuing services on account of prepetition amounts outstanding, or on account
18 of any perceived inadequacy of the Debtor's proposed adequate assurance pending entry of a
19 further Court order.

20
21 4. None of the Utility Companies objected to the Debtor's Adequate Assurance
22 Procedures or Adequate Assurance Deposits, and are therefore deemed to have consented to the
23 Debtor's Assurance Deposits and waive any right to seek additional Adequate Assurances
24 Deposits during the course of this case, except as to PG&E as provided for in Paragraph 1 above,
25 and are hereby prohibited from altering, refusing, or discontinuing Utility Services to the Debtor.

26 **Certificate of Service Docket No. 69**

27 *** END OF ORDER ***

