



January 30, 2025

CALL AND NOTICE OF A REGULAR MEETING  
OF THE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

NOTICE is hereby given that a regular meeting of the Burbank-Glendale-Pasadena Airport Authority will be held on Monday, February 3, 2025, at 9:00 a.m., in the Airport Skyroom of Hollywood Burbank Airport, 2627 N. Hollywood Way, Burbank, California 91505.

In addition to attending the meeting in person, members of the public may observe the meeting telephonically and may offer comment in real time through the following number:

Dial in: (818) 862-3332

Terri Williams, Board Secretary  
Burbank-Glendale-Pasadena Airport Authority

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

Regular Meeting of February 3, 2025

9.00 A.M.

*The public comment period is the opportunity for members of the public to address the Commission on agenda items and on airport-related non-agenda matters that are within the Commission's subject matter jurisdiction. At the discretion of the presiding officer, public comment on an agenda item may be presented when that item is reached.*



*Members in-person attendance or participation at meeting of the Commission is allowed, members of the public are requested to observe the following rules of decorum:*

- *Turn off cellular telephones and pagers.*
- *Refrain from disorderly or boisterous conduct, including loud, threatening, profane, or abusive language, clapping, whistling, stamping, or other acts that disrupt or otherwise render unfeasible the orderly conduct of the meeting.*
- *If you desire to address the Commission during the public comment period, fill out a speaker request card and present it to the Board Secretary.*
- *Confine remarks to agenda items or to airport-related non-agenda matters that are within the Commission's subject matter jurisdiction.*
- *Limit comments to three minutes or to such other period of time as may be specified by the presiding officer.*



*The following activities are prohibited:*

- *Allocation of speaker time to another person.*
- *Video presentations requiring use of Authority equipment.*



*Any disclosable public records related to an open session item on a regular meeting agenda and distributed by the Authority to the Commission less than 72 hours prior to that meeting are available for public inspection at Hollywood Burbank Airport (2627 N. Hollywood Way, Burbank) in the administrative office during normal business hours.*



*In accordance with the Americans with Disabilities Act of 1990, if you require a disability-related modification or accommodation to attend or participate in this meeting, including auxiliary aids or services, please call the Board Secretary at (818) 840-8840 at least 48 hours prior to the meeting.*

# AGENDA

Monday, February 3, 2025

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. APPROVAL OF AGENDA
4. PUBLIC COMMENT (Public comment will be limited to a total of 20 minutes at the beginning of the meeting and will continue at the conclusion of the meeting, if necessary. Comments are limited to 3 minutes each, and the Authority President may limit this time if reasonable under the circumstances.)
5. ITEMS FOR COMMISSION APPROVAL
  - a. Protest and Award of Contracts for the Replacement Passenger Terminal Food Service and Retail Concession Programs ***[See page 1]***
6. EXECUTIVE DIRECTOR COMMENTS
7. COMMISSIONER COMMENTS  
(Commissioners may make a brief announcement, make a brief report on their activities, and request an agenda item for future meeting.)
8. PUBLIC COMMENT
9. ADJOURNMENT

## COMMISSION NEWSLETTER

Monday, February 3, 2025

*[Regarding agenda items]*

### 5. ITEMS FOR COMMISSION APPROVAL

- a. PROTEST AND AWARD OF CONTRACTS FOR THE REPLACEMENT PASSENGER TERMINAL FOOD SERVICE AND RETAIL CONCESSION PROGRAMS. A staff report is included in the agenda packet. At its meeting on January 22, 2025, the Executive Committee (“Committee”) voted to make recommendations to the Commission on award of contracts for the Replacement Passenger Terminal (“RPT”) food service and retail concession programs. As to the retail concession program, the Committee concurred with Staff’s recommendation and voted unanimously (3-0) to recommend award of contract to Marshall Retail Group, a WHSmith Company. As to the food service concession program, the Committee disagreed with Staff’s recommendation and voted 2-1 to recommend acceptance of a bid protest filed by MCS Burbank, LLC (“MCS”) and award of contract to MCS rather than to SSP America (“SSP”).

This agenda item seeks Commission action on three matters: (1) award of contract for the RPT retail concession program; (2) grant or rejection of MCS’ bid protest; and (3) award of contract for the RPT food service concession program. Staff continues to recommend that the bid protest be rejected. Additionally, Staff continues to recommend award of contract to SSP for the RPT food service concession program.

If the Commission decides that the bid protest has merit, then the Commission should decide whether to approve a contract award to MCS or to direct staff to conduct a new procurement process. If the Commission decides to reject the bid protest, then the Commission should select between the MCS proposal and the SSP proposal based on the eight evaluation criteria stated in the Request for Proposals (“RFP”). Pursuant to a Federal Aviation Administration regulation (49 C.F.R. Section 23.79), the Commission cannot use a local geographic preference to make this selection. Pursuant to case law, the Commission also cannot use factors that were not stated in the RFP, such as the extent to which a proposer has contributed or will contribute to local charities, as a basis for the selection.

**STAFF REPORT PRESENTED TO THE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY  
FEBRUARY 3, 2025**

**PROTEST REJECTION AND AWARD OF CONTRACTS FOR  
REPLACEMENT PASSENGER TERMINAL  
FOOD SERVICE AND RETAIL CONCESSION PROGRAMS**

Presented by:  
Scott Kimball, Deputy Executive Director  
Operations, Business and SMS

**SUMMARY**

At its meeting on January 22, 2025, the Executive Committee (“Committee”) voted to make recommendations to the Commission on award of contracts for the Replacement Passenger Terminal (“RPT”) food service and retail concession programs. As to the retail concession program, the Committee concurred with Staff’s recommendation and voted unanimously (3-0) to recommend award of contract to Marshall Retail Group (“MRG”), a WHSmith Company. As to the food service concession program, the Committee disagreed with Staff’s recommendation and voted 2-1 to recommend acceptance of a bid protest filed by MCS Burbank, LLC (“MCS”) and award of contract to MCS rather than to SSP America (“SSP”).

This agenda item seeks Commission action on three matters: (1) award of contract for the RPT retail concession program; (2) grant or rejection of MCS’ bid protest; and (3) award of contract for the RPT food service concession program. Staff continues to recommend that the bid protest be rejected. Additionally, Staff continues to recommend award of contract to SSP for the RPT food service concession program.

If the Commission decides that the bid protest has merit, then the Commission should decide whether to approve a contract award to MCS or to direct staff to conduct a new procurement process. If the Commission decides to reject the bid protest, then the Commission should select between the MCS proposal and the SSP proposal based on the eight evaluation criteria stated in the Request for Proposals (“RFP”). Pursuant to a Federal Aviation Administration regulation (49 C.F.R. Section 23.79), the Commission cannot use a local geographic preference to make this selection. Pursuant to case law, the Commission also cannot use factors that were not stated in the RFP, such as the extent to which a proposer has contributed or will contribute to local charities, as a basis for the selection.

**BACKGROUND**

In April 2023, the Commission selected the “Icon” design concept for the RPT that provides “a sense of arrival” for the traveling public. The preparation of an RFP for the RPT food service and retail concession programs began in the spring of 2024 with the engagement of a consulting firm, AirProjects, with specific expertise in airport commercial planning. AirProjects is a certified Disadvantaged Business Enterprise based in Virginia, and it has provided these consulting services to more than 70 airports in the United States, Canada and the Caribbean. The list of airports that AirProjects has assisted in developing and implementing retail and restaurant programs includes John F. Kennedy International Airport,

San Diego International Airport, Charleston International Airport, Raleigh-Durham International Airport and Orlando International Airport.

Together with Staff, AirProjects determined that this procurement would be conducted most successfully by dividing the available spaces within the RPT into four opportunity packages consisting of two Food Service Concession Packages and two Retail Concession Packages. Details of each package are as follows:

1. Package 1: Food Service Concession for approximately 17,559 square feet of leasable food service space and approximately 2,129 square feet of storage space
2. Package 2: Retail Concession with approximately 9,116 square feet of retail space (including 239 sq. ft. of vending areas) and approximately 880 square feet of storage space
3. Package 3: Food Service Concession, a small business opportunity with approximately 1,004 square feet
4. Package 4: Retail Concession, a small business opportunity with approximately 930 square feet

The timeline for this procurement was established with the goal of contracts being awarded by February 2025. This timeline allows concession designs, permit processing with the City of Burbank, and construction to be in alignment with the base building development to meet the targeted May 2026 Temporary Certificate of Occupancy and October 2026 opening for the RPT. A critical deadline for the base building development to stay on schedule requires 30% concession designs to be submitted to Holder, Pankow, TEC – a Joint Venture (“HPTJV”), the RPT design-builder, no later than March 30, 2025.

To ensure that opening of the RPT does not result in a large displacement of concession workers employed at the existing passenger terminal, the proposed concession agreement requires the concessionaire to comply with a worker retention policy. Essentially, that policy obligates the concessionaire to fill its non-management concession positions in the RPT by first hiring persons who have continuously worked at a concession in the existing passenger terminal for the past 12 months. It also prohibits the concessionaire from firing such persons without just cause during the initial 90 workday period of their employment, and requires that an employment offer be given to those who receive a satisfactory evaluation at the end of the initial 90 workday period. The policy is similar to worker retention requirements established by the City of Long Beach and the City of Los Angeles.

Concession programs at airports that receive federal funds are required to coordinate with the FAA’s Civil Rights Division. The FAA reviews the language and terms of a proposed concession RFP and a proposed concession agreement to ensure compliance with Airport Concession Disadvantaged Business Enterprise (“ACDBE”) requirements under Part 23 of Title 49 of the Code of Federal Regulations. The FAA approved the RFP and the concession agreement used for this procurement, and specifically instructed that any

ACDBE goals listed in responses to the RFP are not to be considered as part of the evaluation scoring criteria.

### RFP ISSUANCE AND OUTREACH

On August 12, 2024, utilizing the PlanetBids system, Staff issued the RFP for the RPT food service and retail concession programs. To increase awareness of the opportunities available for these concession programs, Staff had flyers and social media posts distributed to the surrounding area businesses utilizing the services of Outcome PR Strategy (subcontractor of the RPT Project program manager). Informational flyers were also delivered to 12 independent businesses in Burbank, 12 in Glendale and 18 in Pasadena. Staff also delivered the RFP to the Procurement Departments of the tri-cities.

On August 27, 2024, Staff conducted an on-site pre-proposal conference. In attendance was AirProjects, Corgan Associates (RPT Project architect) and HPTJV to provide technical details of the RPT and how the concession programs are designed into the base building. A total of 28 companies attended the conference. At the outset of this procurement, potential participants were informed that the Authority's goal is to provide a robust and diverse dining and retail experience that both compliments the Icon design of the RPT and caters to the needs and preferences of the airport's broad customer base.

### RFP RESPONSES

The Authority received two proposals for Concession Package 1 and two proposals for Concession Package 2. No proposals were received for Concession Package 3 or Concession Package 4. The proposers for Concession Package 1 were MCS and SSP. The proposers for Concession Package 2 were Hudson and MRG. Each of the four proposers is an airport concessionaire in multiple states throughout the country. Upon review, the four proposals were deemed to be responsive to the RFP.

Due to the small number of proposals and the lack of any proposals for the small business opportunities, Staff contacted some non-proposers to inquire about their decision not to participate in this procurement. Explanations received from non-proposers are that the cost of build outs, insurance and labor in California have become prohibitively high. Non-proposers also indicated that costs at the RPT Project are not significantly different from costs seen at LAX, which were 50% higher than the national average. Several companies are viewing these opportunities as higher risk than at other locations in the country. Some small businesses expressed concern over unfamiliarity of operating in an airport environment and identified issues such as security requirements, limited customer levels, as well as the higher cost of building and maintenance.

An analysis was conducted by Staff and AirProjects to identify a new approach for obtaining small businesses to fill Concession Packages 3 and 4. The findings led to discussions with the FAA about including the small business locations into Concession Packages 1 and 2 on a subcontractor basis. The FAA concurred with this new approach. Staff then contacted the proposers for Concession Packages 1 and 2 to inquire if they would agree to an obligation to subcontract to small businesses for the terms of Concession Packages 3 and 4. All proposers were willing to accept such a small business obligation.

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**EVALUATION PROCESS**

The RFP specified eight evaluation criteria with a total 300 points available. The criteria, and maximum points for each category, were as follows:

- Proposer’s Background, Experience, and Financial Capacity (25 pts)
- Concept Development (65 pts)
- Financial Projections and Financial Offer (35 pts)
- Design, Materials, and Capital Investment (50 pts)
- Organizational Structure, Management, Staffing, Training, and Incentives (45 pts)
- Operations and Maintenance (25 pts)
- Environmental Sustainability (30 pts)
- Marketing, Promotions, and Customer Service (25 pts)

The point allocations for the evaluation criteria were established to place the emphasis on concept and on complimenting the RPT’s Icon design rather than on the financial offer. To make the holistic nature of the evaluation absolutely clear, in the Selection Process and Award Limitations section and in Section 8.1, the RFP declared: “The contract awards, if made by the Authority Commission, will be to the Proposers offering the proposals deemed to be the most advantageous to the Authority, with the concepts, financial offer, and other factors listed in the evaluation criteria considered.” Further, in Section 10.4.2, the RFP declared: “The Authority is under no obligation to accept the highest Percentage Rent proposed.”

A seven-person evaluation team reviewed the proposals based on the available points by each scoring category. The evaluation team consisted of staff from various departments across the airport and included an airline representative from Southwest Airlines.

Each member of the evaluation team independently reviewed and scored the proposals. All results were submitted to the Procurement Department which compiled the results. Attached are the individual scores by each team member. The final scoring is listed below.

**Food Service Concession Program Rankings**

	SECTION 2	SECTION 3	SECTION 4		SECTION 5		SECTION 6	SECTION 7	SECTION 8	SECTION 9	TOTAL
	Background, Experience & Financial Capability	Concept Development	Financial Projections	Financial Offer	Part 1 - Design & Materials	Part 2 - Capital Investment	Org. Structure, Mgmt, Staffing,	Operations & Maintenance	Environmental Sustainability	Marketing, Promotions, & Cust. Service Plan	
<b>PTS AVAILABLE</b>	25	65	15	20	35	15	45	25	30	25	300
<b>MCS</b>	18	43	10	20	26	14	32	17	21	17	218
<b>SSP</b>	23	58	13	7	30	15	39	21	25	21	252



## Retail Concession Program Rankings

	SECTION 2	SECTION 3	SECTION 4		SECTION 5		SECTION 6	SECTION 7	SECTION 8	SECTION 9	TOTAL
	Background, Experience & Financial Capability	Concept Development	Financial Projections	Financial Offer	Part 1 - Design & Materials	Part 2 - Capital Investment	Org. Structure, Mgmt, Staffing	Operations & Maintenance	Environmental Sustainability	Marketing, Promotions, & Cust. Service Plan	
PTS AVAILABLE	25	65	15	20	35	15	45	25	30	25	300

HUDSON	23	46	14	19	26	14	35	20	25	20	242
MRG	22	59	14	20	31	15	40	21	27	21	270

For both concession programs, the Concept Development category carried the most point value because it drives the customer experience in the RPT. Each proposer’s concept was evaluated in respect to the vision the Commission sought to obtain with the selection of the Icon design concept for the RPT.

Based on the evaluation team’s final scoring, Staff presented the following contract award recommendations to the Committee:

1. Food Service Concession: SSP — headquartered in Ashburn, Virginia; serves 55 airports in the United States, Canada, Bermuda and Brazil; serves 150,000 meals per day operating 270 brands using a region’s local foods and restaurants.
2. Retail Concession: MRG — headquartered in Las Vegas, Nevada; 65 years of building, staffing and operating retail spaces; operates over 300 stand-alone stores in the United States and Canada for more than 150 locations in 46 airports nationwide offering fashion apparel, news & gifts as well as licensed brands.

### CONCESSION PACKAGE DETAILS

#### Package 1 (Food Service):

- Guaranteed Revenue:
  - Is the higher of the Minimum Annual Guarantee (“MAG”) of \$2,000,000 or the revenue share percentage of 8% of actual sales
- Marketing Fee: The concessionaire will pay a Marketing Fee of .5% of gross receipts
- The term of the agreement is for 12 years
- Capital Investment: \$23,272,796
- Mid-term refurbishment: \$3,490,919
- ACDBE commitment of 23.4%
- Price for food and beverage products are either at established Street Price Benchmark or no more than the established Street Price Benchmark plus 15% (\*)
- Subcontract with small business for location B03

Package 2 (Retail):

- Guaranteed Revenue:
  - Is the higher of the MAG of \$1,000,000 or the revenue share percentage of tiered levels of actual sales.
    - 20% up to \$10,000,000
    - 22% up to \$10,000,000 - \$15,000,000
    - 25% up to \$15,000,000
- Marketing Fee: The concessionaire will pay a Marketing Fee of .5% of gross receipts
- The term of the agreement is 10 years
- Capital Investment: \$9,791,159
- Mid-term refurbishment: \$1,468,67
- ACDBE commitment of 25%
- Price for retail products are either at established Street Price Benchmark or no more than the established Street Price Benchmark plus 15% (\*)
- Subcontract with small business for location C18 pre-security  
(\* ) Prior to the opening of the RPT, the concessionaires are required to obtain Authority approval of prices that will be used as "Street Price Benchmarks." These benchmarks will be established from prices of goods and services that offer the same or substantially similar items within Burbank, Glendale and Pasadena. Once approved, the benchmarks will be reviewed on a scheduled basis to ensure compliance and current marketplace validity.

BID PROTEST

On December 17, 2024, a Notice of Recommendation for the contract awards for the food service and retail concession programs was posted on PlanetBids. Following the posting, MCS submitted a bid protest and then a bid protest addendum with respect to the contract award for the food service concession program. These materials were shared with SSP, and SSP submitted responses refuting allegations made by MCS. MCS' bid protest documents (including handouts distributed at the Committee's meeting), SSP's responses, and supplemental materials received from each proposer by 5:00 p.m. January 28<sup>th</sup> are attached.

The bid protest asserts that the SSP proposal must be deemed non-responsive for violation of the RFP's prohibitions on exclusivity and collusion. The crux of the protest, according to the declaration submitted by Mr. Steve Mora, is that MCS was unable to include Black Market Liquor Bar ("BMLB") or Scopa Italian Roots ("Scopa") in its proposal because of an alleged exclusive agreement between SSP and Antonia Lofaso. SSP denies that there was any such exclusive agreement and, among other things, has submitted a declaration from Ms. Lofaso. In that declaration, Ms. Lofaso states: "At no time did Antonia Lofaso Catering, HTSYHG, or any company that I am affiliated with enter into an exclusive agreement with SSP." Ms. Lofaso's declaration also states: "I informed [Mr. Mora] that I did not grant exclusivity and that he did not have the final agreement with SSP. I insisted to him that no exclusive agreement existed, and it was not my practice to agree to exclusivity in my contracts."

Staff believes that the bid protest has no merit and should be rejected for several reasons. First, MCS has not provided evidence that SSP violated the RFP by executing exclusive or collusive agreements. The material submitted by MCS largely consists of: an unsigned Confidential Letter of Intent from SSP to Antonia Lofaso Catering LLC; an unsigned Letter of Authorization from Scopa to SSP; an unsigned Letter of Authorization from BMLB to SSP; e-mail correspondence between Mr. Mora and Ms. Lofaso; and e-mail correspondence between Mr. Mora and Chani Hitt. In response, SSP has submitted a copy of its signed Confidential Letter of Intent with Happy to Serve You Hospitality Group, Inc. (“HTSYHG”). That document, unlike the unsigned Confidential Letter of Intent submitted by MCS, does not include an exclusivity provision. SSP also has submitted declarations by Ms. Lofaso, Ms. Hitt, and Mario Guddemi (co-owner of HTSYHG), all of whom deny the existence of any exclusive agreement.

Second, the statutes and case law cited by MCS are not relevant to this situation. Authority General Counsel has determined that MCS essentially cites laws and court decisions that concern contracts for public works projects, which must be awarded to the lowest responsive and responsible bidder. However, state law allows airport concession agreements to be awarded based on what is most advantageous for the airport operator.

#### ACTION ITEMS

This agenda item seeks Commission action on three matters: (1) award of contract for the RPT retail concession program; (2) grant or rejection of MCS’ bid protest; and (3) award of contract for the RPT food service concession program. To promote an efficient and orderly meeting, Staff recommends that the Commission address these matters in two steps as follows:

1. **Contract Award for RPT Retail Concession Program**  
The Committee concurred with Staff’s recommendation and voted unanimously (3-0) to recommend that the Commission approve an award of contract to MRG for the RPT retail concession program. Staff suggests that the Commission: hear Staff’s presentation; receive any public comment related to this matter; and then deliberate and vote on this contract award.
2. **Bid Protest / Contract Award for RPT Food Service Concession Program**  
The Committee disagreed with Staff’s recommendation and voted (2-1) to recommend that the Commission accept the bid protest and approve an award of contract to MCS for the RPT food service concession program. Staff suggests that the Commission hear a presentation from MCS; hear a presentation from SSP; receive any public comment related to this matter; and then deliberate and vote on the bid protest. If the Commission decides that the bid protest has merit, then the Commission should decide whether to approve a contract award to MCS or direct staff to conduct a new procurement process. If the Commission decides to reject the bid protest, then the Commission should select between the MCS proposal and the SSP proposal based on the eight evaluation criteria stated in the RFP. However, pursuant to federal law, the Commission cannot use a local geographic preference to make this selection. Pursuant to case law, the Commission also cannot use factors

that were not stated in the RFP, such as the extent to which a proposer has contributed or will contribute to local charities, as a basis for the selection.

EXHIBIT LIST

FAA Regulation

Evaluation Team Member Individual Scores

MCS Bid Protest Materials

SSP Bid Protest Response Materials

# FAA Regulation

Code of Federal Regulations  
Title 49. Transportation  
Subtitle A. Office of the Secretary of Transportation  
Part 23. Participation of Disadvantaged Business Enterprise in Airport Concessions (Refs & Annos)  
Subpart E. Other Provisions

49 C.F.R. § 23.79

§ 23.79 Does this part permit recipients to use local geographic preferences?

Effective: May 9, 2024

[Currentness](#)

No. As a recipient you must not use a local geographic preference. For purposes of this section, a local geographic preference is any requirement that gives a concessionaire located in one place (e.g., your local area) an advantage over concessionaires from other places in obtaining business as, or with, a concession at your airport.

**Credits**

[[89 FR 24963](#), April 9, 2024]

SOURCE: [70 FR 14508](#), March 22, 2005; [89 FR 24956](#), April 9, 2024; [89 FR 55088](#), July 3, 2024, unless otherwise noted.

AUTHORITY: [49 U.S.C. 47107](#) and [47113](#); [42 U.S.C. 2000d](#); [49 U.S.C. 322](#); E.O. 12138, [44 FR 29637](#), 3 CFR, 1979 Comp., p. 393.

Current through July 26, 2024, [89 FR 60789](#). Some sections may be more current. See credits for details.

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# Evaluation Team Member Individual Scores

# EVALUATION SCORING RESULTS - RETAIL

	SECTION 2		SECTION 3		SECTION 4		SECTION 5		SECTION 6		SECTION 7		SECTION 8		SECTION 9		TOTAL
	Background, Experience & Financial Capability	Concept Development	Financial Projections	Financial Offer	Part 1 - Design & Materials	Part 2 - Capital Investment	Org. Structure, Mgmt, Staffing, Training & Incentives	Operations & Maintenance	Environmental Sustainability	Marketing, Promotions, & Cust. Service Plan							
	25	65	15	20	35	15	45	25	30	25	300						
<b>E1</b>																	
	24	40	13	18	29	14	39	21	30	21	249						
MRG	24	49	13	19	29	15	39	21	30	21	260						
<b>E2</b>																	
	25	35	15	18	20	15	35	20	20	20	223						
MRG	22	65	15	20	35	15	40	25	30	25	292						
<b>E3</b>																	
	19	45	15	18	26	14	34	19	24	19	233						
MRG	19	59	15	20	29	15	35	19	25	19	255						
<b>E4</b>																	
	25	51	15	19	28	14	40	20	25	20	257						
MRG	25	63	15	20	31	15	45	20	25	20	279						
<b>E5</b>																	
	23	60	15	19	25	14	35	20	24	18	253						
MRG	25	65	15	20	35	15	45	20	30	25	295						
<b>E6</b>																	
	23	40	15	19	25	14	30	20	25	20	231						
MRG	20	60	15	20	30	15	40	22	25	20	267						
<b>E7</b>																	
	22	52	11	19	28	14	35	20	24	19	244						
MRG	21	55	12	20	30	15	38	20	25	20	256						
<b>AVERAGES</b>																	
	23	46	14	19	26	14	35	20	25	20	242						
MRG	22	59	14	20	31	15	40	21	27	21	270						



# EVALUATION SCORING RESULTS - FOOD SERVICE

	SECTION 2		SECTION 3		SECTION 4		SECTION 5		SECTION 6	SECTION 7	SECTION 8	SECTION 9	TOTAL
	Background, Experience & Financial Capability	25	65	Concept Development	Financial Projections	Financial Offer	Part 1 - Design & Materials	Part 2 - Capital Investment	Org. Structure, Mgmt, Staffing, Training & Incentives	Operations & Maintenance	Environmental Sustainability	Marketing, Promotions, & Cust. Service Plan	300
<b>E1</b>	MCS	19	36	11	20	26	13	34	19	24	19	221	
	SSP	20	49	13	7	28	15	38	19	24	19	232	
<b>E2</b>	MCS	20	55	5	20	25	14	30	19	19	19	226	
	SSP	25	65	9	7	30	15	40	25	25	25	266	
<b>E3</b>	MCS	18	34	15	20	22	14	32	19	18	17	209	
	SSP	24	55	15	7	30	15	34	19	23	17	239	
<b>E4</b>	MCS	25	48	15	20	25	14	35	10	20	14	226	
	SSP	25	59	15	7	30	15	40	20	25	20	256	
<b>E5</b>	MCS	15	45	4	20	35	14	30	20	19	15	217	
	SSP	25	65	15	6	35	15	45	25	30	25	286	
<b>E6</b>	MCS	12	30	15	20	20	14	30	15	20	16	192	
	SSP	23	55	15	6	30	15	40	22	25	20	251	
<b>E7</b>	MCS	20	52	8	20	28	14	32	20	24	19	237	
	SSP	22	58	12	6	30	15	35	20	24	20	242	
<b>AVERAGES</b>	MCS	18	43	10	20	26	14	32	17	21	17	218	
	SSP	23	58	13	7	30	15	39	21	25	21	252	

# MCS Bid Protest Materials



METROPOLITAN  
CULINARY SERVICES

# **Executive Committee Recommends Award to MCS for Food and Beverage Concession**

## **Advantages of MCS Proposal**

MCS BURBANK LLC

2627 N. Hollywood Way  
Burbank, California 91505  
Office 818.972.1331  
Facsimile 818.842.1713



## MCS Wins by Revenue



**MCS (BUR) Ranked**  
**1<sup>st</sup> in California**

RPE (airports 3M-14M passengers)



**MCS (BUR) Ranked**  
**3<sup>rd</sup> nationwide**

RPE (airports 3M-12M passengers)



SOURCE: 2022-2023 AIRPORT EXPERIENCE FACTBOOK  
RPE: Revenue Per Enplaned passenger

MCS BURBANK LLC

2627 N. Hollywood Way  
Burbank, California 91505  
Office 818.972.1331  
Facsimile 818.842.1713



# MCS Financial Offer to BUR

## Food & beverage concession bids

<b>MCS bid</b>	<b>20.5%</b>
<b>Industry-standard bids</b>	<b>15-18%</b>
<b>SSP bid</b>	<b>8%</b>

## Projected Rent to BUR

	<b>MCS</b>	<b>SSP</b>	<b><i>Difference</i></b>
Option 1	<b>\$191,829,118</b>	\$73,217,844	<b>\$118.6 million more from MCS</b>
Option 2	<b>\$208,709,563</b>	\$73,217,844	<b>\$135.5 million more from MCS</b>

MCS BURBANK LLC

2627 N. Hollywood Way  
 Burbank, California 91505  
 Office 818.972.1331  
 Facsimile 818.842.1713



## **MCS financial offer to BUR benefits Burbank, Glendale, and Pasadena nonprofits**

<b>MCS</b>	<b>SSP</b>
<b>\$1.5 million to local nonprofits</b>	<b>???</b>

MCS supports dozens of local nonprofits, including:

- Pasadena Community Foundation
- Ascencia
- Burbank Armenian Association
- Glendale Community College
- Impact House
- Glendale Latino Association
- Burbank Temporary Aid Center
- Burbank Unified School District
- VFW
- and many more

MCS BURBANK LLC

2627 N. Hollywood Way  
Burbank, California 91505  
Office 818.972.1331  
Facsimile 818.842.1713



# MCS Offers World-Class Dining from Iconic Local and National Restaurants

- Regional and national celebrity chefs
- James Beard-Award-winning chefs
- Michelin Star restaurants
- 36 community pop-up restaurants



## Local Restaurants from Pasadena, Glendale, and Burbank

MCS	SSP
<b>7</b> (plus 36 local pop-ups)	<b>4</b> (none from Glendale)

MCS BURBANK LLC

2627 N. Hollywood Way  
 Burbank, California 91505  
 Office 818.972.1331  
 Facsimile 818.842.1713



# MCS Size, Scope, and Capability



Compass Group, the global leader in foodservice operations, is partnered with MCS in this project.

<b>MCS</b> with partner <b>COMPASS GROUP</b>	<b>SSP</b>
<b>\$42 billion+ annual revenue</b>	<\$1 billion annual revenue
<b>590,000 employees</b>	50,000 employees
<b>3,920 local employees</b>	??? local employees
<b>500 construction projects 2024</b>	???
<b>\$600 million in construction</b>	???

MCS BURBANK LLC

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 Office 818.972.1331  
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## **BID PROTEST OF MCS BURBANK, LLC**

**Project:** Request for Proposals ADM25-01 Food Service and Retail Concessions Hollywood Burbank Airport (“RFP”)

**Bid Recommendation of Award Date:** December 17, 2024

**Bid Protest Date:** December 19, 2024

**Nature of Protest:** Package 1: SSP America BUR, LLC (“SSP”) did not submit a responsive bid due to its violation of the RFP including the non-exclusivity provisions in APPENDIX H PROHIBITION ON EXCLUSIVITY FORM

**Submitted By:** MCS Burbank, LLC (“MCS”) through Mr. Eduardo G. Roy of Prometheus Partners L.L.P., its attorneys.

**Submitted To:** Lanna Aguilera, C.P., Senior Manager, Procurement, [laguilera@bur.org](mailto:laguilera@bur.org)

### **I. BACKGROUND**

Established in 1990, MCS is a family-run, woman-owned, ACDBE that has served as the prime food and beverage provider at the Hollywood Burbank Airport (“Airport”) for over three decades.

Over the past 30 years MCS has played a vital role in the support of the cities of Burbank, Glendale, and Pasadena. From tens of thousands of meal donations to the needy and well over a million dollars in charitable contributions to the nonprofit community, MCS has been a good steward of the airport in every way possible.

Among Airports nationwide with 1.5 to 6 million enplanements, concerning 2022 and 2023 revenue per enplaned passenger, MCS Burbank ranks **number 3**. Regarding all small and medium California airports, MCS Burbank ranks **number 1**.

Every airport is an economic engine, and MCS finds ways for that power to stay in the community. MCS holds two leases and currently operates 13 Food & Beverage locations at the Airport, two Food & Beverage locations at Glacier Park International Airport (GPIA), one retail location at Glacier Park International Airport (GPIA), and jointly operates a Food & Beverage location at Raleigh-Durham International Airport (RDU).

Therefore, MCS naturally desires to maintain its partnership with the Airport and looks forward to fulfilling its concessions role for at least another 12 years.

### **II. RFP REQUIREMENTS**

The subject RFP provides at p. 4 the following language that each Proposer must agree to:

By submitting a proposal, Proposer acknowledges receipt of all content of the RFP package as delivered electronically and **hereby attests to non-collusion regarding the competitive opportunity and any financial offer submitted.** Proposer acknowledges and accepts the terms of this solicitation, including any addenda, which will become part of any resultant agreement, and agrees that the terms as listed will supersede any conflicting contractual terms and/or conditions specified elsewhere. **Proposer certifies that the information provided in its submission is complete and that the information submitted is true and accurate to the best of its personal knowledge.** (Emphasis added.)

The RFP further provides at p. 6:

### **PROPOSAL EVALUATION CRITERIA**

**The Authority will conduct a comprehensive, fair and impartial evaluation of proposals received in response to this RFP.** An evaluation panel of Authority personnel will perform the review. **Each proposal will be analyzed to determine overall responsiveness and qualifications under the RFP. The evaluation panel may select all, some or none of the Proposers, for interviews.** If the evaluation panel chooses to conduct interviews, proposals will be re-scored using the same criteria based on responses given at the interviews. **The Authority may also request additional information from Proposers at any time.** (Emphasis added.)

The RFP further provides at p. 8:

### **TITLE VI SOLICITATION NOTICE**

The Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all proposers that **it will affirmatively ensure that for any contract entered into pursuant to this RFP, airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit proposals in response to this RFP and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.** (Emphasis added.)

The RFP further provides at p. 8:

**The Authority reserves the right to cancel the opportunity, or to reject any and all submissions, for any reason at its sole discretion, at any time prior to contract award,** or to waive any informalities or technical defects as the interests of the Authority may require. (Emphasis added.)

The RFP further provides at p. 58:

## **11.0 EVALUATION PROCESS AND AWARD**

### **11.1 Evaluation of Proposals and Evaluation Criteria**

**Proposals will be evaluated based on how they meet the requirements and criteria outlined in this RFP. Proposers may be requested to attend an interview prior to final selection.** The Authority may request one or more Proposers to present a “best and final” proposal. If, for any

reason, a Concession Agreement cannot be awarded to a selected Proposer, the Concession Agreement may be awarded, through negotiations or otherwise, to the Proposer receiving the next highest evaluation rating. The Authority reserves the right to at any time to cancel this RFP.

Appendix H to the RFP further provides:

**The following form must be executed by authorized representatives of Proposer as well as proposed sub-concessionaires, ACDBEs, small business operators, and local business operators. Please complete one form for each proposed firm and submit with Proposal. (Emphasis in original.)**

**Proposer and all proposed sub-concessionaires, ACDBEs, small business operators, and local business operators hereby certify that, as of the Proposal Deadline set forth in this RFP, neither Proposer nor any entity comprising Proposer is a party to any agreement with, or otherwise imposes any condition on, any proposed sub-concessionaire, ACDBE, small business operator, or local business operator that seeks to restrict the ability of such sub-concessionaire or operator to participate as a sub-concessionaire, franchisor, licensor, or product vendor, using the same concept/brand or otherwise, with any other Proposer that may submit a Proposal in response to this RFP or any other Airport concession RFP issued by the Authority contemporaneously herewith. (Emphasis added.)**

### **III. BID RECOMMENDATION FOR AWARD**

On December 17, 2024, MCS received a “Notice to all Respondents” advising that (1) Proposals were submitted by four firms; (2) All were deemed responsive; (3) A recommendation for award of a Concession Agreement will be made accordingly for the following packages: Package 1: SSP America BUR, LLC; and (4) These will be presented to the Burbank-Glendale-Pasadena Airport Authority Commission’s Executive Committee on January 15, 2025.

### **IV. RFP VIOLATIONS BY SSP**

MCS protests the foregoing recommendation and any future award to SSP on the grounds that SSP and its sub-concessionaires violated the above-quoted provisions of the RFP and Appendix H to the RFP. Attached hereto is the Confidential Letter of Intent in which SSP and Antonia Lofaso Catering LLC, which owns brands including Black Market Liquor Bar and Scopa Italian Roots, agreed as follows:

6. Exclusive Relationship. **Beginning on the date of this letter and ending two years after the date of an official public announcement by the Airport or applicable governing body of a non appealable award under any RFP where a Proposal includes the Restaurant or any other Licensor related concept (“Exclusivity Period”), Licensor agrees that (a) SSP has the exclusive right to bid and propose the Restaurant and any other Licensor related concept in connection with any Proposal, RFP or other applicable proposal package related to the Airport (collectively, the “Airport Proposals”), and (b) Licensor (and its owners or any natural person with an ownership interest in Licensor and any of their close adult family members, such as a current spouse, parent, child, sibling, grandchild, or grandparent) or any of its**

**affiliates or any of its or their representatives will not directly or indirectly enter into any commitments (whether or not binding) or contracts, and will not initiate, solicit, encourage, facilitate or continue any inquiries, discussions or negotiations with any third parties regarding the use of the Trademarks and System or proprietary products of Licensor or its affiliates in response to any Airport Proposals, or any amendments, supplements or re-issues of any Airport Proposals. In addition, during the Exclusivity Period, Licensor (and its owners or any natural person with an ownership interest in Licensor) or any of its affiliates or any of its or their representatives will promptly (and in any event within three days) notify SSP in writing of the receipt of any oral or written offer, indication of interest, proposal or inquiry to an alternative transaction with any third party at the Airport, such notice to include the material terms thereof, including the identity of the person or group of persons involved. (Emphasis added.)**

This agreement directly violates the non-exclusivity language in Appendix H quoted above by restricting SSP's sub-concessionaire from bidding with anyone other than SSP for the subject RFP. The RFP was released August 12<sup>th</sup>, 2024. SSP sent the letter, signed by SSP's President, to Antonia Lofaso seeking exclusivity on August 27, 2024.

In addition, Ms. Lofaso shared this agreement with Mr. Steven Mora of MCS after he asked her to participate in MCS's bid for the RFP that was made public. She also informed Mr. Mora that this agreement had been signed by her partner. She further indicated that, because of this agreement, she did not feel comfortable participating in MCS's bid. Because of this illegal agreement (and likely others), MCS (and all prospective bidders) were denied the opportunity to use Ms. Lafaso and her companies and brands for their bids.

Therefore, in addition to violating Appendix H, SSP's bid also violates the attestation and certification provisions quoted above on p. 4 of the RFP. These violations include both SSP and its sub-concessionaires

## **V. VIOLATIONS OF LAW BY SSP**

The competitive bidding process involves public advertisement for the submission of bids, the public opening of bids, and the award of contracts to the lowest responsible bidder that is *responsive to the solicitation for bids*. This process is almost exclusively governed by statute. The Public Contract Code applies in one respect or another to virtually all public entities in California. Pursuant principally to the California Public Contract Code, with limited exceptions, public agencies have a duty to publicly bid certain contracts. Specific provisions applicable to cities are set forth in §20160-§20175.2 of the Public Contract Code.

Indeed, Public Contract Code §1100 contains an express declaration of legislative intent, stating that the purpose of the code is to: (a) clarify the law with respect to competitive bidding requirements, (b) ensure full compliance with competitive bidding statutes as a means of protecting the public from misuse of public funds, (c) provide all qualified bidders with a fair opportunity to enter the bidding process, thereby stimulating competition in a manner conducive to sound fiscal practices, and (d) eliminate favoritism, fraud, and corruption in the awarding of public contracts.

The importance of competitive bidding stems from the California Constitution and more than 140 years of California Supreme Court precedent precluding all payments on contracts violating the competitive bidding laws. As stated in *Konica Business Machines U.S.A., Inc. v. Regents of University of California*, 206 Cal. App. 3d 449 (1988):

The purpose of requiring governmental entities to open the contracts process to public bidding is to eliminate favoritism, fraud and corruption; avoid misuse of public funds; and stimulate advantageous marketplace competition. [Citations, including *Miller v. McKinnon*, 20 Cal. 2d 83, 88 (1942).] Because of the potential for abuse arising from deviations from strict adherence to standards which promote these public benefits, the letting of public contracts universally receives close judicial scrutiny and contracts awarded without strict compliance with bidding requirements will be set aside. This preventative approach is applied even where it is certain there was in fact no corruption or adverse effect upon the bidding process, and the deviations would save the entity money. [Citations, including *Miller v. McKinnon*.] The importance of maintaining integrity in government and the ease with which policy goals underlying the requirement for open competitive bidding may be surreptitiously undercut, mandate strict compliance with bidding requirements.

(*Id.* at 456-57; *see also Domar Elec., Inc. v. City of Los Angeles*, 9 Cal. 4th 161, 175-76 (1994) (stating that “bidding requirements must be strictly adhered to in order to avoid the potential for abuse in the competitive bidding process”).)

As stated by one court, the “importance of maintaining integrity in government and the ease with which policy goals underlying the requirement for open competitive bidding may be surreptitiously undercut, mandate strict compliance with bidding requirements.” *Ghilotti Constr. Co. v. City of Richmond*, 45 Cal. App. 4th 897, 907-08 (1996). Given these policies underlying the competitive bidding laws, the California Constitution and case law prohibit any payment on a contract made in violation of those laws. Cal. Const. art. XI, § 10; *Miller v. McKinnon*, 20 Cal. 2d 83 (1942); *Reams v. Cooley*, 171 Cal. 150 (1915); *Zottman v. San Francisco*, 20 Cal. 96 (1862).

This fundamental principle prohibiting payments on contracts made without authority of law does not distinguish between cases where there was a defect in the bidding process and cases where there was an absence of competitive bidding. It is settled law that no payments of any kind can be made where the agency was without authority to make the contract. Cal. Const. art. XI, § 10. As explained by the California Supreme Court in *Miller v. McKinnon*, when a statute prescribes the method of contracting, a contract made in violation of the statutorily prescribed mode is void.

In order to be awarded a contract, the low bid must be “responsive” to the specification (RFP), and the low bidder must be a “responsible” bidder. As one court explained, a “bid is responsive if it promises to do what the bidding instructions demand. A bidder is responsible if it can perform the contract as promised.” *Taylor Bus Serv., Inc. v. San Diego Bd. of Educ.*, 195 Cal. App. 3d 1331, 1341 (1987).

Responsiveness, however, is judged based on the bid as submitted; a non-responsive bid may not be corrected or supplemented after opening. As a result, a determination as to responsiveness is viewed as less complex, and as not involving government discretion (either the bid meets the requirements, or it does not). Thus, a finding of non-responsiveness requires less due process protection than does a finding of non-responsibility. *Taylor Bus*, 195 Cal. App. 3d at 1342.

Issues of responsiveness involve a two-part inquiry. First, the Authority must consider whether the bid promises to do what the solicitation requires. A bid which contains a deviation from what the solicitation requires is non-responsive. Once the Authority has determined that a bid is non-responsive, the Authority must consider whether the deviation is material or immaterial. A bid that contains only an immaterial deviation may be accepted but is not required to be accepted, at the public entity's discretion. *MCM Construction*, 66 Cal. App. 4th at 373-74. A bid that is materially non-responsive is unavailable for award. A bid is materially non-responsive if it gives the bidder a competitive advantage not available to other bidders. As one California court explained:

“A basic rule of competitive bidding is that bids must conform to specifications, and that if a bid does not so conform, it may not be accepted. [Citations.] However, it is further well established that a bid which substantially conforms to a call for bids may, though it is not strictly responsive, be accepted if the variance cannot have affected the amount of the bid or given a bidder an advantage or benefit not allowed other bidders or, in other words, if the variance is inconsequential. . . .”

(*Konica Business Machs. U.S.A., Inc. v. Regents of Univ. of Cal.*, 206 Cal. App. 3d 449, 456-57 (1988) (quoting 47 Ops.Cal.Atty.Gen. 129, 130-131 (1966).)

Here, there is no question but that SSP's bid and its sub-concessionaires listed therein violated the terms of the RFP including Appendix H by entering into exclusive arrangements that precluded SSP's sub-concessionaires from participating in other RFP bids. This violation was certainly material because it prevented MCS and other potential bidders from using SSP's sub-concessionaires and thereby gave SSP an unfair advantage that other bidders or potential bidders did not have. Indeed, the mere fact that the Authority exposed the non-exclusivity requirements in a separate Appendix (H) proves their materiality.

In addition, these arrangements affected SSP's price and the prices of the other prospective bidders, including MCS's bid, because SSP utilized a non-customary, reduced amount of compensation in the attached agreement with Antonia Lofaso Catering LLC which bases payment upon *net profits* as opposed to standard fees or royalties based on gross sales/revenues, which would be higher and increase other bids. Specifically, this attached agreement provides in paragraph 2:

b. Fees. SSP will pay Licensor, on a quarterly basis, a royalty fee equal to 4% of the Restaurant's net revenue based upon SSP's fiscal year and brand profitability statement ("Royalty Fee"). Other than the foregoing fees, SSP will not pay Licensor any other fees, costs, expenses or charges relating in any way to any Proposal, RFP, Restaurant and License Agreement.

OR

b. Fees. SSP will pay Licensor, on a quarterly basis, a management fee equal to 20% of the Restaurant's profits based upon SSP's fiscal year and brand profitability statement ("Management Fee"). Licensor acknowledges that all administrative costs, distribution, storage, corporate and other operating costs shall form part of the expense portion of such statement. Other than the foregoing fees, SSP will not pay Licensor any other fees, costs, expenses or charges relating in any way to any Proposal, RFP, Restaurant and License Agreement. In addition, if at any time or for any reason, Licensor closes all restaurants that use the Trademarks and/or System within a 50 mile radius of the Airport, then Licensor will no longer be entitled to any fees, including without limitation, the Management Fee under the License Agreement.

Accordingly, SSP's bid must be found by the Authority to be materially non-responsive to the RFP. SSP's bid must therefore be rejected.

## **VI. OBLIGATIONS AND RIGHTS OF THE AUTHORITY**

MCS respectfully believes that the Authority has the following obligations, along with the following rights, from the RFP language quoted above:

1. The Authority must conduct a comprehensive, fair, and impartial evaluation of proposals received in response to the RFP, with each proposal being analyzed to determine overall responsiveness to the RFP.
2. The evaluation panel may select all, some, or none of the Proposers, for interviews.
3. The Authority must affirmatively ensure that for any contract entered into pursuant to this RFP, the ACDBE (MCS) will be afforded full and fair opportunity to submit proposals in response to this RFP and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.
4. The Authority reserved the right to cancel the opportunity, or reject any and all submissions, for any reason at its sole discretion, at any time prior to the contract award (which has not yet occurred). That right should be exercised here.
5. Proposals must be evaluated based on how they meet the requirements and criteria outlined in this RFP. Here, SSP's bid does not comply with important aspects of the RFP.
6. Proposers may be requested to attend an interview prior to final selection.
7. Unless SSP's bid is withdrawn with the Authority's permission, the Authority should fully investigate this matter and the violations detailed herein by, among other things, (1) getting sworn statements from MCS representatives, SSP representatives, and all SSP sub-concessionaires representatives concerning the violations described herein and (2) obtaining originals and copies of all agreements, contracts, negotiations, LOIs, and communications between and among SSP and all of its listed sub-concessionaires regarding this RFP before the SSP bid was submitted.

**VII. CONCLUSION**

Based on the foregoing, unless SSP chooses to withdraw its bid with the Authority's consent (which would be the proper thing to do), the Authority is respectfully requested to (i) perform its investigative responsibilities, (ii) find that SSP's bid was materially non-responsive, (iii) reject SSP's bid, and (iv) award the contract to MCS as the next lowest responsive and responsible bidder.

Respectfully submitted,

PROMETHEUS PARTNERS L.L.P.

By: \_\_\_\_\_  
Eduardo G. Roy, Attorneys for  
MCS Burbank, LLC



**August 27, 2024**

645 W 9<sup>th</sup> St. Ste 218  
Los Angeles, CA 90015

**BUR  
LAX  
Antonia Lofaso Catering LLC**

**CONFIDENTIAL LETTER OF INTENT**

Dear Ms. Lofaso:

This letter confirms the intent of SSP America, Inc. (“**SSP**”) and Antonia Lofaso Catering LLC (“**Licensor**”) to enter into a definitive brand license agreement (“**License Agreement**”) for the development and operation of food and beverage concessions at Hollywood-Burbank Airport or Los Angeles International Airport (“**Airport**”).

1. Background. SSP intends to submit one or more proposals (“**Proposal(s)**”) to develop food and beverage concessions in response to any Request for Proposal made by the Airport (“**RFP(s)**”). As part of its Proposal(s), SSP may include one or more Antonia Lofaso concepts (“**Restaurant(s)**”) featuring Licensor’s owned or licensed proprietary trade names, trademarks, trade dress, recipes, products, know-how and unique operating systems (collectively, the “**Trademarks and System**”).

2. License Agreement Provisions. The License Agreement will be prepared by SSP and will have the following provisions:

a. Ownership and Capitalization. SSP will own and operate the Restaurant and will be solely responsible to pay for all third-party costs of design, construction, equipment and operations at its sole discretion, with Licensor providing input from the date of the project kickoff to the 60% design stage of the Restaurant.

b. Fees. SSP will pay Licensor, on a quarterly basis, a royalty fee equal to 4% of the Restaurant’s net revenue based upon SSP’s fiscal year and brand profitability statement (“**Royalty Fee**”). Other than the foregoing fees, SSP will not pay Licensor any other fees, costs, expenses or charges relating in any way to any Proposal, RFP, Restaurant and License Agreement.

OR

b. Fees. SSP will pay Licensor, on a quarterly basis, a management fee equal to 20% of the Restaurant’s profits based upon SSP’s fiscal year and brand profitability statement (“**Management Fee**”). Licensor acknowledges that all administrative costs, distribution, storage, corporate and other operating costs shall form part of the expense portion of such statement. Other than the foregoing fees, SSP will not pay Licensor any other fees, costs, expenses or charges relating in any way to any Proposal, RFP, Restaurant and License Agreement. In addition, if at any time or for any reason, Licensor closes all restaurants that use the Trademarks and/or System within a 50 mile radius of the Airport, then Licensor will no longer be entitled to any fees, including without limitation, the Management Fee under the License Agreement.

c. Menu; Products. With input from Licensor, SSP will develop and implement the menu for the Restaurant and, as needed from time to time, may modify the menu and dining formats for the Restaurant. To maximize SSP’s supply chain efficiencies, Licensor and SSP will work together to ensure all products for the

Restaurant may be purchased by SSP from its preferred suppliers. Licensor will not receive commissions, credits or other compensation from any third-party vendors relating to purchases by SSP for the Restaurant.

d. Licensor Assistance. Licensor will provide information and assistance for architectural plans and drawings, signage, menu design, and recipes, and Licensor will provide pre-opening, opening and post-opening training. Licensor will also provide SSP with a complete and comprehensive manual for the development and operation of the Restaurant.

e. License Agreement Term. The initial term of the License Agreement will coincide with the term of the Airport lease that includes the Restaurant (“**Lease**”), and will be renewable at the option of SSP if the Lease term is extended. Because of the unique nature of airports, the Restaurant may be relocated within the Airport, temporarily closed or permanently closed or rebranded before the end of the initial term of the License Agreement.

f. Other Provisions. The License Agreement will include other provisions that are standard in the airport food and beverage concession industry.

3. Target Date. SSP and Licensor will use reasonable efforts to negotiate and execute the License Agreement within 90 days after the signing of the Lease by SSP and the Airport (“**Target Date**”).

#### **BINDING PROVISIONS**

4. Binding Provisions. This paragraph and all the following numbered paragraphs are contractually binding (“**Binding Provisions**”). Except for the Binding Provisions and the License Agreement (if fully signed), neither this letter nor any verbal, electronic, written or other communications or documents between SSP and Licensor are intended to be contractually binding and are not to be relied upon for any claim of inducement, implied contract, estoppel, contract by performance or similar theory.

5. Assistance with Proposal(s). In the event SSP includes the Restaurant or any other Licensor related concepts as part of its Proposal(s) in response to any RFP at the Airport, Licensor will use best efforts to (a) provide information and assistance to aid SSP’s preparation of the Proposal(s), (b) attend meetings and hearings with SSP and other licensors as part of any RFP process, and (c) only promote SSP’s Proposal(s).

6. Exclusive Relationship. Beginning on the date of this letter and ending two years after the date of an official public announcement by the Airport or applicable governing body of a non-appealable award under any RFP where a Proposal includes the Restaurant or any other Licensor related concept (“**Exclusivity Period**”), Licensor agrees that (a) SSP has the exclusive right to bid and propose the Restaurant and any other Licensor related concept in connection with any Proposal, RFP or other applicable proposal package related to the Airport (collectively, the “**Airport Proposals**”), and (b) Licensor (and its owners or any natural person with an ownership interest in Licensor and any of their close adult family members, such as a current spouse, parent, child, sibling, grandchild, or grandparent) or any of its affiliates or any of its or their representatives will not directly or indirectly enter into any commitments (whether or not binding) or contracts, and will not initiate, solicit, encourage, facilitate or continue any inquiries, discussions or negotiations with any third parties regarding the use of the Trademarks and System or proprietary products of Licensor or its affiliates in response to any Airport Proposals, or any amendments, supplements or re-issues of any Airport Proposals. In addition, during the Exclusivity Period, Licensor (and its owners or any natural person with an ownership interest in Licensor) or any of its affiliates or any of its or their representatives will promptly (and in any event within three days) notify SSP in writing of the receipt of any oral or written offer, indication of interest, proposal or inquiry to an alternative transaction with any third party at the

Airport, such notice to include the material terms thereof, including the identity of the person or group of persons involved.

7. Confidentiality. SSP and Licensor will use the other party's Confidential Information only to further the purposes of this letter and not otherwise for its own use or benefit. Additionally, SSP and Licensor will maintain the secrecy of the other's Confidential Information and will not in any way disclose or transfer such information for a period of three years after the date of this letter (except to their respective employees, attorneys and accountants with a need to know). "**Confidential Information**" includes the existence and content of this letter and any discussions, negotiations, disclosures, financial records, SSP's brand profitability statement, business plans, recipes, ideas, investigations, business or marketing plans and other trade secrets and confidential information that, under the circumstances surrounding disclosure, should reasonably be treated as confidential and/or proprietary by the recipient, whether in paper, electronic, verbal or other format. However, SSP may make disclosures to the Airport as required by any RFP, and either party may make any disclosures required by subpoena or other legal process after prior written notice to the other party.

8. Miscellaneous. SSP and Licensor agree to not make any statement, oral or written, or to perform any act or omission which causes, or can be reasonably expected to cause, any harm to the other's business, business relationships or reputation. In addition, the parties hereto acknowledge that a breach or threatened breach of this letter would cause irreparable harm for which monetary damages would be an inadequate remedy and that equitable relief, including specific performance and injunctive relief, may be used to enforce the provisions of this Agreement, in addition to any other remedy to which such party may be entitled.

9. Termination of Letter. This letter may be immediately terminated by mutual written agreement of SSP and Licensor.

10. Replacement. If the License Agreement is signed and delivered by SSP and Licensor, it will supersede and replace this letter in its entirety, including the Binding Provisions and despite the provisions of the following paragraph titled *Survival*.

11. Survival. This paragraph and the paragraphs titled *Binding Provisions*, *Exclusive Relationship*, and *Confidentiality* will survive any termination of this letter.

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We believe the proposed relationship between us will be viewed favorably and welcomed by the Airport and by the traveling public. As such, this letter represents an important opportunity to enhance Licensor's brand value and future potential. If the foregoing is acceptable, please sign one copy of this letter and return it to Pat Murray, Deputy CEO. If you have any questions, please do not hesitate to call me. Thank you for the opportunity to express our interest in your company.

*Signatures on next page.*

Respectfully,  
SSP America, Inc.

---

Pat Murray  
Deputy CEO

**Agreed and Accepted:**  
Antonia Lofaso Catering LLC

---

Name:  
Title:

## **BID PROTEST OF MCS BURBANK, LLC - ADDENDUM**

**Project:** Request for Proposals ADM25-01 Food Service and Retail Concessions Hollywood Burbank Airport (“RFP”)

**Bid Recommendation of Award Date:** December 17, 2024

**Bid Protest Date:** December 19, 2024

**Bid Protest Addendum Date:** January 14, 2024

**Nature of Protest:** RFP Package 1 (“Package 1”):

1. SSP America BUR, LLC (“SSP”) did not submit a responsive bid due to its violation of the RFP including the non-exclusivity provisions in APPENDIX H PROHIBITION ON EXCLUSIVITY FORM; and
2. SSP America BUR, LLC (“SSP”) did not submit a responsive bid due to its violation of the “non-collusion” provision of the RFP regarding the competitive opportunity and financial offer.

By virtue of the aforesaid violations, SSP has not complied with the requirements of the RFP and, accordingly, the Authority should disqualify SSP’s bid with respect to Package 1 and award the bid for Package 1 to MCS as the only remaining responsible bidder for Package 1.

Submitted By: MCS Burbank, LLC (“MCS”) through Mr. Eduardo G. Roy of Prometheus Partners L.L.P., its attorneys.

Submitted To: Terrance Boga, counsel for Burbank-Glendale-Pasadena Airport Authority and Lanna Aguilera, C.P., Senior Manager, Procurement, laguilera@bur.org.

### **I. BACKGROUND**

As part of SSP’s bid for Package 1, SSP submitted a bid which included the local, Los Angeles-area, restaurant and bar Scopa Italian Roots (“Scopa”), and Black Market Liquor Barn (“Black Market”) as co-concessionaires with SSP. SSP secured from Scopa and Black Market letters of authorization (“LOA[s]”) granting to SSP the right and authority to include Scopa and Black Market as licensors in SSP’s submission. See Exhibits 7 and 8 of Attachment A. Appendix H of the RFP prohibits bidders from requiring exclusivity of any licensor. See Exhibit 5 of Attachment A. All bidders are required to certify their attestation “**to non-collusion regarding the competitive opportunity and any financial offer submitted.**” See Exhibit 1 of Attachment A.

Upon MCS’s receipt of the RFP and the inclusion in the RFP of the required concepts for Units C10 and C12, Steven Mora (“Mora”) of MCS approached Antonia Lofaso (“Lofaso”), the

local celebrity chef and operator of Scopa and Black Market potentially to participate with MCS as licensors of Scopa and Black Market as part of MCS's submission to the Authority for Package 1. When Mora approached Lofaso about participating with MCS in MCS's submission, Lofaso advised Mora that Lofaso could not be a part of the MCS submission because Lofaso had granted exclusivity with respect to Package 1 to SSP. Lofaso provided to Mora a draft of a "confidential letter of intent" between SSP and Antonia Lofaso Catering LLC ("ALC") which letter of intent granted exclusivity to SSP and was binding broadly on ALC and all persons affiliated with or part of ALC and included such persons' families and others. See Exhibit 6 of Attachment A.

The manager of ALC is Mario Guddemi ("Guddemi"). See Exhibit 10 of Attachment A.

Scopa is a fictitious business name of The Washington Group LLC ("TWG"). See Exhibit 11 of Attachment A. The manager of TWG is Guddemi. See Exhibit 12 of Attachment A.

Black Market is a fictitious business name of The Long Beach Group LLC ("TLBG"). See Exhibit 13 of Attachment A. The manager of TLBG is The Happy Ending LLC ("THE"). See Exhibit 14 of Attachment A. The manager of THE is Guddemi.

By virtue of the foregoing, all of ALC, TWG/Scopa, and TLBG/THE/Black Market are one and the same, and accordingly any act by any of the foregoing is an act of all of the foregoing.

Based on the foregoing exclusivity requirement imposed by SSP on Lofaso, as evidenced by the "confidential letter of intent" presented by SSP to Lofaso, SSP intentionally created a collusive, secretive relationship with Lofaso/Guddemi on behalf of ALC, TWG/Scopa, and TLBG/THE/Black Market to benefit SSP unfairly and in violation of terms of the RFP and which deprived and prevented MCS and other potential bidders from including local brands Scopa and Black Market as part of their respective bids for Package 1.

## **II. RFP REQUIREMENTS**

The RFP provides at p. 4 the following language that each Proposer must agree to:

By submitting a proposal, Proposer acknowledges receipt of all content of the RFP package as delivered electronically and **hereby attests to non-collusion regarding the competitive opportunity and any financial offer submitted.** Proposer acknowledges and accepts the terms of this solicitation, including any addenda, which will become part of any resultant agreement, and agrees that the terms as listed will supersede any conflicting contractual terms and/or conditions specified elsewhere. **Proposer certifies that the information provided in its submission is complete and that the information submitted is true and accurate to the best of its personal knowledge.** (Emphasis added.)

Appendix H to the RFP further provides:

**The following form must be executed by authorized representatives of Proposer as well as proposed sub-concessionaires, ACDBEs, small business operators, and local business**

**operators. Please complete one form for each proposed firm and submit with Proposal.**  
(Emphasis in original.)

**Proposer and all proposed sub-concessionaires, ACDBEs, small business operators, and local business operators hereby certify that, as of the Proposal Deadline set forth in this RFP, neither Proposer nor any entity comprising Proposer is a party to any agreement with, or otherwise imposes any condition on, any proposed sub-concessionaire, ACDBE, small business operator, or local business operator that seeks to restrict the ability of such sub-concessionaire or operator to participate as a sub-concessionaire, franchisor, licensor, or product vendor, using the same concept/brand or otherwise, with any other Proposer that may submit a Proposal in response to this RFP or any other Airport concession RFP issued by the Authority contemporaneously herewith. (Emphasis added.)**

### **III. BID RECOMMENDATION FOR AWARD**

On December 17, 2024, MCS received a “Notice to all Respondents” advising that (1) Proposals were submitted by four firms; (2) All were deemed responsive; (3) A recommendation for award of a Concession Agreement will be made accordingly for the following packages: Package 1: SSP America BUR, LLC; and (4) These will be presented to the Burbank-Glendale-Pasadena Airport Authority Commission’s Executive Committee on January 15, 2025.

### **IV. RFP VIOLATIONS BY SSP, SCOPA ITALIAN ROOTS AND BLACK MARKET LIQUOR BAR**

In addition to the December 19, 2024, Bid Protest which identified the violation of the “Exclusivity Provision,” this Addendum identifies evidence of collusion between SSP, on the one hand, and Scopa Italian Roots and Black Market Liquor Bar, managed respectively by Mario Guddemi, on the other hand. (See, Attachment A, Exhibits 9 - 15 to Addendum). MCS protests the foregoing recommendation and any future award to SSP on the grounds that SSP violated the above-quoted provisions of the RFP, Appendix H to the RFP and the “Non-Collusion” provision found on page 4, of the RFP. Attachment A, Exhibit 6, identifies the Confidential Letter of Intent between the parties that is a material breach of the RFP. The collusive exclusive agreement reads as follows:

**6. Exclusive Relationship. Beginning on the date of this letter and ending two years after the date of an official public announcement by the Airport or applicable governing body of an non appealable award under any RFP where a Proposal includes the Restaurant or any other Licensor related concept (“Exclusivity Period”), Licensor agrees that (a) SSP has the exclusive right to bid and propose the Restaurant and any other Licensor related concept in connection with any Proposal, RFP or other applicable proposal package related to the Airport (collectively, the “Airport Proposals”), and (b) Licensor (and its owners or any natural person with an ownership interest in Licensor and any of their close adult family members, such**

as a current spouse, parent, child, sibling, grandchild, or grandparent) or any of its affiliates or any of its or their representatives will not directly or indirectly enter into any commitments (whether or not binding) or contracts, and will not initiate, solicit, encourage, facilitate or continue any inquiries, discussions or negotiations with any third parties regarding the use of the Trademarks and System or proprietary products of Licensor or its affiliates in response to any Airport Proposals, or any amendments, supplements or re-issues of any Airport Proposals. In addition, during the Exclusivity Period, Licensor (and its owners or any natural person with an ownership interest in Licensor) or any of its affiliates or any of its or their representatives will promptly (and in any event within three days) notify SSP in writing of the receipt of any oral or written offer, indication of interest, proposal or inquiry to an alternative transaction with any third party at the Airport, such notice to include the material terms thereof, including the identity of the person or group of persons involved. (Emphasis added.)

This “Exclusive Relationship” agreement and the documents identified in Attachment A, directly violates the “non-collusion” provision regarding the competitive opportunity and any financial offer submitted found on page 4 of the RFP.

RFP, p.4 Collusion: By submitting a proposal, **Proposer acknowledges receipt of all content of the RFP package as delivered electronically and hereby attests to non-collusion regarding the competitive opportunity and any financial offer submitted.** Proposer acknowledges and accepts the terms of this solicitation, including any addenda, which will become part of any resultant agreement, and agrees that the terms as listed will supersede any conflicting contractual terms and/or conditions specified elsewhere. Proposer certifies that the information provided in its submission is complete and that the information submitted is true and accurate to the best of its personal knowledge. Proposer confirms that the signing party is an authorized representative empowered to submit this proposal electronically. (Emphasis added.)

Ms. Lofaso shared this agreement with Mr. Steven Mora of MCS after he asked her to participate in MCS’s bid for the RFP that was made public. She informed Mr. Mora that this agreement which granted SSP exclusivity had been signed by her partner. She further indicated that, because of the exclusivity under this agreement, she could not participate in MCS’s bid. Because of this agreement (and apparently others), MCS (and all prospective bidders) were denied the opportunity to use Ms. Lafaso and her companies and brands for their bids.

Therefore, in addition to violating Appendix H, SSP’s bid also violates the attestation and certification provisions quoted above on p. 4 of the RFP. These violations include both SSP and its sub-concessionaires Black Market Liquor Bar and Scopa Italian Roots, in conjunction with Mario Guddemi. The above-referenced introductory narrative and corresponding Exhibits establish clearly and unequivocally that Antonia Lofaso Catering LLC, Black Market Liquor Bar (as a fictitious business name of TLBG), and Scopa Italian Roots (as a fictitious business name of TWG) are all one and the same. Accordingly, the violation by SSP as a result of the



agreements and letters of authorization with the various entities and brands are all with the same “person.”

## **V. VIOLATIONS OF LAW BY SSP**

See December 19, Bid Protest.

### **OBLIGATIONS AND RIGHTS OF THE AUTHORITY**

MCS respectfully believes that the Authority has the following obligations, along with the following rights, from the RFP language quoted above:

1. The Authority must conduct a comprehensive, fair, and impartial evaluation of proposals received in response to the RFP, with each proposal being analyzed to determine overall responsiveness to the RFP.
2. The evaluation panel may select all, some, or none of the Proposers, for interviews.
3. The Authority must affirmatively ensure that for any contract entered into pursuant to this RFP, the ACDBE (MCS) will be afforded full and fair opportunity to submit proposals in response to this RFP and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.
4. The Authority reserved the right to cancel the opportunity, or reject any and all submissions, for any reason at its sole discretion, at any time prior to the contract award (which has not yet occurred). That right should be exercised here.
5. Proposals must be evaluated based on how they meet the requirements and criteria outlined in this RFP. Here, SSP’s bid does not comply with important aspects of the RFP.
6. Proposers may be requested to attend an interview prior to final selection.
7. Unless SSP’s bid is withdrawn with the Authority’s permission, the Authority should fully investigate this matter and the violations detailed herein by, among other things, (1) getting sworn statements from MCS representatives, SSP representatives, and all SSP sub-concessionaires representatives concerning the violations described herein and (2) obtaining originals and copies of all agreements, contracts, negotiations, LOIs, and communications between and among SSP and all of its listed sub-concessionaires regarding this RFP before the SSP bid was submitted.

## **VI. CONCLUSION**

Based on the foregoing, unless SSP chooses to withdraw its bid with the Authority’s consent (which would be the proper thing to do), the Authority is respectfully requested to (i) perform its investigative responsibilities, (ii) find that SSP’s bid was materially non-responsive, (iii) reject

SSP's bid, and (iv) award the contract to MCS as the next lowest responsive and responsible bidder.

Respectfully submitted,

PROMETHEUS PARTNERS L.L.P.

By: \_\_\_\_\_  
Eduardo G. Roy, Attorneys for  
MCS Burbank, LLC

## DOCUMENT SUMMARY

Antonia Lofaso Catering, LLC  
The Washington Group LLC dba Scopa Italian Roots  
The Long Beach Group LLC dba Black Market Liquor Bar  
The Happy Ending LLC

1. RFP Acknowledgment Certification of non-collusion and that all information submitted is true and accurate (Exhibit 1) – Required to be signed by all submitters.
2. RFP Release Date – August 12, 2024 (Exhibit 2).
3. List of Prospective Bidders (Exhibit 3).
4. Concept Specifications for Package 1 (Exhibit 4).
5. Appendix H “Prohibition of Exclusivity Form” from RFP which prohibits submitters from restricting the ability of a licensor, franchisor, etc., to work with any other submitter. (Exhibit 5).
6. SSP-Antonia Lofaso Catering, LLC Confidential LOI dated August 27, 2024 (after the RFP date), which LOI includes provision (highlighted) for exclusivity to SSP with respect to all entities and persons affiliated with or related to Antonio Lofaso Catering, LLC (Exhibit 6) – See Exhibits 9 through 16 for related information.
7. Scopa Italian Roots LOA (Exhibit 7) – See also Exhibits 12 and 13.
8. Black Market Liquor Bar LOA (Exhibit 8) – See also Exhibits 14, 15, and 16.
9. Antonia Lofaso Catering, LLC (ALC):
  - A. ALC formed on February 9, 2016 (Exhibit 9).
  - B. Per Statement of Information (January 21, 2022), Mario Guddemi is sole manager of ALC (Exhibit 10).
10. Scopa Italian Roots:
  - A. Scopa Italian Roots is a DBA of The Washington Group LLC (Exhibit 11).
  - B. Per Statement of Information (December 28, 2022), Mario Guddemi is the sole manager of The Washington Group LLC (Exhibit 12).

11. Black Market Liquor Bar:
  - A. Black Market Liquor Bar is a DBA of The Long Beach Group LLC (Exhibit 13).
  - B. Per Statement of Information (December 28, 2022), The Happy Ending LLC is the sole manager of The Long Beach Group LLC and Mario Guddemi is the Agent for Service of Process of The Long Beach Group LLC (Exhibit 14).
  - C. Per Statement of Information (February 20, 2023), Mario Guddemi and Sal Aurora are the managers of The Happy Ending LLC (Exhibit 15).

# EXHIBIT 1

By submitting a proposal, Proposer acknowledges receipt of all content of the RFP package as delivered electronically and hereby attests to non-collusion regarding the competitive opportunity and any financial offer submitted. Proposer acknowledges and accepts the terms of this solicitation, including any addenda, which will become part of any resultant agreement, and agrees that the terms as listed will supersede any conflicting contractual terms and/or conditions specified elsewhere. Proposer certifies that the information provided in its submission is complete and that the information submitted is true and accurate to the best of its personal knowledge. Proposer confirms that the signing party is an authorized representative empowered to submit this proposal electronically.

Date: _____	Company Name: _____	
*Authorized Signature	Name	Title
*Authorized Signature	Name	Title

\*If Proposer is a corporation, two signatories are required: one “operational group” signatory who is either the Chairperson of the Board, the President, or a Vice President; and one “financial group” signatory who is either the Secretary, an Assistant Secretary, the Chief Financial Officer, or an Assistant Treasurer. If a signatory holds a corporate office in both groups, then a second signatory is not required. In the alternative, a single signatory is acceptable when accompanied by a corporate resolution authorizing such signatory to bind Proposer.

If Proposer is a limited liability company, two signatories are required. Each signatory shall be a manager of the limited liability company. In the alternative, a single signatory is acceptable when accompanied by articles of incorporation stating that the limited liability company is managed by only one manager.

If Proposer is a joint venture or partnership, a signatory from each member of the joint venture or partnership is required. Each signatory shall be either the Chairperson of the Board, the President, or a Vice President of the member. In the alternative, a single signatory is acceptable when accompanied by documentation authorizing such signatory to bind Proposer.

**RETURN THIS COVER PAGE WITH YOUR PROPOSAL – LATE, EMAILED, MAILED, HAND DELIVERED, OR FAXED SUBMISSIONS WILL NOT BE ACCEPTED.**

EXHIBIT 2



**RELEASE DATE: AUGUST 12, 2024**

**REQUEST FOR PROPOSALS (“RFP”)**

**The Burbank-Glendale-Pasadena Airport Authority is soliciting proposals from qualified firms to contract for:**

**FOOD SERVICE AND RETAIL CONCESSIONS  
HOLLYWOOD BURBANK AIRPORT  
RFP NO. ADM25-01**

**Q&A Deadline: All questions/requests for interpretation must be received by 5:00 p.m. PST on September 23, 2024 via the PlanetBids Q&A tab.**

**PROPOSALS DUE: October 30, 2024, 2:00 P.M. PST VIA PLANETBIDS**

**PROPOSALS MUST REMAIN VALID FOR: 180 CALENDAR DAYS FROM DUE DATE**

## EXHIBIT 3

## Food Service and Retail Concessions ADM25-01

Showing 67 Prospective Bidders

Vendor	Type	Status	Pre-Bid Meeting
<b>ALRA 05 LLC DBA Amara Chocolate &amp; Coffee</b> 1250 S Orange Grove Blvd Apt 11 Pasadena, California 91105 <b>Contact:</b> Amara Barroeta <b>Phone:</b> 626-710-8831 amarabarroeta@gmail.com	WBE	Bidder	no
<b>Amari Vending</b> 7252 Achibald Ave, Ste 136 Rancho Cucamonga, California 91701 <b>Contact:</b> Chinye Bowman <b>Phone:</b> 310-619-6584 theamarivending@gmail.com	MBE	Bidder	no
<b>American Innovative Retailers, Inc.</b> 9292 Russell St La Habra, California 90631 <b>Contact:</b> Louie Soto <b>Phone:</b> 562-447-4515 americaninnovativeretailers@gmail.com		Bidder	no
<b>Boba Tea &amp; Me</b> 1328 Wilshire Blvd santa monica, California 90403 <b>Contact:</b> Kyle Douglas <b>Phone:</b> 818-919-0212 bobateaandme@gmail.com	MBE	Bidder	no
<b>Burns Engineering, Inc.</b> 5901 Century Drive Suite 1560 Los Angeles, California 19103 <b>Contact:</b> Lisa Criniti-Ciervo <b>Phone:</b> 215-979-7700 ext. 7783 lcriniti@burns-group.com		Bidder	no
<b>Cafe Grano</b> 100 N San Fernando Blvd Burbank, California 91502 <b>Contact:</b> Ashot Martirosyan <b>Phone:</b> 818-237-6524 info@cafegrano.us		Bidder	no
<b>Campus Food Service</b>	MBE	Bidder	no

Vendor	Type	Status	Pre-Bid Meeting
645 Crown St. Glendora, California 91740 <b>Contact:</b> Charles Siri <b>Phone:</b> 562-463-7221 Riocafe@riohondo.edu			
<b>Dark Star Ventures LLC</b> 1706 W. Magnolia Blvd. Burbank, California 91506 <b>Contact:</b> Matthew Sagona <b>Phone:</b> 818-974-9548 darkstarventuresllc@gmail.com		Bidder	no
<b>Deltek, Inc</b> 2291 Wood Oak Drive Herndon, Virginia 20171 <b>Contact:</b> Source Management <b>Phone:</b> 206-373-9500 sourcemanagement@deltek.com		Bidder	no
<b>Earl Enterprises Investments, LLC</b> 4700 Millenia Blvd Suite 400 Orlando, Florida 32839 <b>Contact:</b> Valentina Ellison <b>Phone:</b> 407-903-5500 vellison@earlenterprise.com		Bidder	no
<b>Elevate Gourmet Brands</b> 430 Redwood Hwy. #200 San Rafael, California 94903 <b>Contact:</b> George Kennedy <b>Phone:</b> 707-208-0185 George@elevategourmetbrands.com		Bidder	no
<b>Enfilade Partners Inc</b> 4362 Melrose Avenue Los Angeles, California 90029 <b>Contact:</b> Christian Stayner <b>Phone:</b> 213-484-0224 rfp@staynerarchitects.com		Bidder	no
<b>Enjoy Repeat, Inc.</b> 1924 E. Maple Ave. Unit B El Segundo, California 90245 <b>Contact:</b> Gregory Plummer <b>Phone:</b> 310-717-3150 greg.plummer@enjoyrepeat.com	DBE, MBE	Bidder	no
<b>Evolve Business Strategies LLC</b> 22201 Scenic Ridge Ct Mount Dora, Florida 32757		Bidder	no



Vendor	Type	Status	Pre-Bid Meeting
<p><b>Contact:</b> Irina DeHart  <b>Phone:</b> 862-226-8769  irina@evolvebusiness.net</p>			
<p><b>Fika Fika Coffee</b>  1127 w Huntington dr  Arcadia, California 91007  <b>Contact:</b> Jason Tsai  <b>Phone:</b> 626-589-7361  info@fikafikacoffee.com</p>		Bidder	no
<p><b>First Class Vending, Inc.</b>  6875 Suva Street  Bell Gardens, California 90201  <b>Contact:</b> Matthew Marsh  <b>Phone:</b> 323-268-7632  jo@firstclassvending.com</p>		Bidder	no
<p><b>Fly Away Foods LLC</b>  3973 Trolley Court  Brea, California 92823  <b>Contact:</b> Ajay Maini  <b>Phone:</b> 714-612-3411  ajay.flyawayfoods@gmail.com</p>	DBE, MBE, DGS	Bidder	no
<p><b>Foodture</b>  3235 N San Fernando Rd  Los Angeles, California 90065  <b>Contact:</b> Ryan Morningstar  <b>Phone:</b> 508-944-2083  ryan@foodture.net</p>		Bidder	no
<p><b>George's Greek Cuisine</b>  2575 N Hollywood Way  Burbank, California 91505  <b>Contact:</b> Anthony Koshkarian  <b>Phone:</b> 818-309-8991  anthonyk818@gmail.com</p>		Bidder	no
<p><b>Greater Than DD LLC</b>  7928 W 79th St  Playa Del Rey, California 90293  <b>Contact:</b> Jeff Guerra  <b>Phone:</b> 213-500-2899  jguerra@greaterthandd.com</p>		Bidder	no
<p><b>Hale Collective</b>  6122 N 7th St  Ste A  Phoenix, Arizona 85013  <b>Contact:</b> Haley Balzano  <b>Phone:</b> 602-883-8498  haley@hale-collective.com</p>		Bidder	no

Vendor	Type	Status	Pre-Bid Meeting
<b>Hospitality Stations</b> 2606 Fothill blvd LA Crescenta, California 91214 <b>Contact:</b> Hakob Badalyan <b>Phone:</b> 818-858-7560 hakob@station43.co		Bidder	no
<b>Host International, Inc.</b> 6905 Rockledge Drive Bethesda, Maryland 20817 <b>Contact:</b> Sandra Love <b>Phone:</b> 301-219-8325 sandra.love@hmshost.com		Bidder	no
<b>Hudson Group (HG) Retail, LLC</b> One Meadowlands Plaza, 11th Floor East Rutherford, NJ 07073, California 07073 <b>Contact:</b> Melanie Rowe <b>Phone:</b> 201-528-2529 <b>Fax:</b> 201-528-2591 proposalteam@hudsongroup.com		Bidder	no
<b>HZIP LLC</b> 30 birchshire ln palm coast, Florida 32137 <b>Contact:</b> lina brighth <b>Phone:</b> 808-480-8800 linabright2010@gmail.com		Bidder	no
<b>Ideation Design Group</b> 4885 E. Washington St Phoenix, Arizona 85034 <b>Contact:</b> Jennifer Reynolds <b>Phone:</b> 602-792-1781 ext. 303 jreynolds@ideationdg.com	FSD, MBE	Bidder	no
<b>Inspire Brands</b> 3 Glenlake Parkway NE Sandy Springs, Georgia 30328 <b>Contact:</b> Theresa Ravello <b>Phone:</b> 610-715-1507 trivello@inspirebrands.com		Bidder	no
<b>Jacobsen/Daniels Associates, LLC</b> 121 Pearl St. Ypsilanti, Michigan 48197 <b>Contact:</b> Kirkland Ellens <b>Phone:</b> 734-961-3200 bocl@jacobsendaniels.com	MBE, DBE	Bidder	no
<b>JV Ventures</b> 2207 w Gowan Las Vegas, Nevada 89149	DBE, WBE, MBE	Bidder	no

Vendor	Type	Status	Pre-Bid Meeting
<p><b>Contact:</b> Leila Day  <b>Phone:</b> 917-373-0636  leila@teamjv.net</p>			
<p><b>Lamar Airport Advertising Co.</b>  Attn: Western Region VP  655 East 4500 South, Ste. 102  Salt Lake City, Utah 84107  <b>Contact:</b> Shauna Forsythe  <b>Phone:</b> 702-498-4006  sforsythe@lamar.com</p>		Non-Bidder, receive communications	no
<p><b>LCE</b>  2211 Woodward Ave  Detroit, Michigan 48201  <b>Contact:</b> Will Goodman  <b>Phone:</b> 313-725-5074  william.goodman2@lcecorp.com</p>		Bidder	no
<p><b>Lead Pursuits LLC</b>  2450 Colorado Ave.  Santa Monica, California 90404  <b>Contact:</b> Leads Department  <b>Phone:</b> 310-237-6670  leads@leadpursuits.com</p>		Bidder	no
<p><b>M&amp;N Vend Vibe Corporation</b>  11510 Cozumel St  Cypress, California 90630  <b>Contact:</b> Melanie Hugo  <b>Phone:</b> 562-481-4457  mel@vendvibe.net</p>		Bidder	no
<p><b>Make Good Company, LLC</b>  6033 W Century Blvd  Suite 950  Los Angeles, California 90045  <b>Contact:</b> Caitlin Bryant  <b>Phone:</b> 626-646-4417  caitlin@makegoodcompany.com</p>	DBE, WBE, MBE	Bidder	no
<p><b>MARRONCAT LLC</b>  519 West Maple Avenue  Monrovia, California 91016  <b>Contact:</b> RONGYI DU  <b>Phone:</b> 920-265-4516  rongyi.du@gmail.com</p>		Bidder	no
<p><b>MCS Burbank LLC</b>  2627 Hollywood Way  Burbank, California 91505  <b>Contact:</b> Steve Mora  <b>Phone:</b> 818-972-1331 ext. 2</p>	DBE, WBE	Bidder	no

Vendor	Type	Status	Pre-Bid Meeting
steve@mcsburbank.com			
<b>MERA Global LLC</b> 201 S. Biscayne Blvd.Suite 800 Miami, Florida 33131 <b>Contact:</b> Jessica Garibay <b>Phone:</b> 998-181-5625 jessicag@meracorporation.com		Bidder	no
<b>Mission Yogurt, Inc.</b> 8780 W. 101st Ave Westminster, Colorado 80021 <b>Contact:</b> Jay <b>Phone:</b> 303-720-2839 jay.hefflon@missionyogurt.com	DBE, FSD, MBE	Bidder	no
<b>Mullis Insurance</b> 1299 Boltonfield St. Columbus, Ohio 43228 <b>Contact:</b> David Mullis <b>Phone:</b> 505-988-7659 dmullisinsurance@gmail.com		Bidder	no
<b>Nicholas &amp; Associates, LLC</b> 1924 E Maple Suite B El Segundo, California 90245 <b>Contact:</b> Nicholas Crews <b>Phone:</b> 310-880-9607 ncrews@crews1972.com	DBE	Bidder	no
<b>Nonpareil Ventures LLC</b> 710 C St Ste 206 San Rafael, California 94901 <b>Contact:</b> Zeeshan Ahmed <b>Phone:</b> 415-246-7047 seanahmed@gmail.com	DGS, DBE, MBE, CADIR	Bidder	no
<b>Outcome Communicatioins</b> 1220 N Fairview St Burbank, California 91505 <b>Contact:</b> Lucila Garcia <b>Phone:</b> 323-646-2150 lucila@outcomeprstrategy.com		Bidder	no
<b>Paradies Lagardere</b> 2849 Paces Ferry Road Suite 400 Atlanta, Georgia 30339 <b>Contact:</b> Meghan Woods <b>Phone:</b> 404-219-2113 meghan.woods@paradies-na.com		Bidder	no

Vendor	Type	Status	Pre-Bid Meeting
<b>PB &amp;Jam, Inc</b> 1019 East Palmer Avenue Glendale, California 91206 <b>Contact:</b> Michael Teahan <b>Phone:</b> 323-447-7306 mteahan@me.com		Bidder	no
<b>PCL Construction</b> 655 N Central Ave STE 1600 Glendale, California 91203 <b>Contact:</b> Jose Castro <b>Phone:</b> 818-482-7054 jcastro@pcl.com		Bidder	no
<b>Plum Market Food Service LLC</b> 30777 Northwestern Hwy Suite 301 Farmington Hills, Michigan 48334 <b>Contact:</b> Jaime Ambrosio <b>Phone:</b> 443-632-8488 jaime.ambrosio@plummarket.com		Bidder	no
<b>Premier Interior Developmnet, Inc.</b> 771 Chambers Lane Suite 300 Simi Valley, California 93065 <b>Contact:</b> Kyle Parkinson <b>Phone:</b> 818-775-0701 ext. 103 <b>Fax:</b> 818-882-9400 Kyle.Parkinson@PremierInterior.com		Bidder	no
<b>Prevost Consulting Group, LLC</b> 506 W Main Street Brenham, Texas 77833 <b>Contact:</b> Susan Prevost <b>Phone:</b> 979-690-0123 sprevost@suddenlink.net		Non-Bidder, receive communications	no
<b>Quantum Federal Finance</b> 2001 Sequoia Ave Mundelein, Illinois 60060 <b>Contact:</b> Michael Becker <b>Phone:</b> 312-373-0515 mike@quantumfederalfinance.com		Bidder	no
<b>Richards, Watson &amp; Gershon</b> 355 S. Grand Ave. 40th Fl. Los Angeles, California 90071 <b>Contact:</b> Terence Boga <b>Phone:</b> 213-626-8484 tboga@rwglaw.com		Bidder	no

Vendor	Type	Status	Pre-Bid Meeting
<b>Romaine Empire, Inc. D/B/A Farmer's Fridge</b> 2000 W Fulton Street Suite F-310 Chicago, Illinois 60612 <b>Contact:</b> Mike Saletta <b>Phone:</b> 630-346-8123 msaletta@farmersfridge.com		Bidder	no
<b>Rowe Solutions INC</b> 1135 Suite 30-B Garnet Ave San Diego, California 92109 <b>Contact:</b> Frank <b>Phone:</b> 845-537-5987 info@therowesolution.com		Bidder	no
<b>Soto &amp; Sanchez</b> 13701 Cimarron Avenue Gardena, California 90249 <b>Contact:</b> John Soto <b>Phone:</b> 310-353-2411 jsoto@sotoandsanchez.com	DBE, WBE, FSD, MBE	Bidder	no
<b>SSP America, Inc.</b> 20408 Bashan Drive Suite 300 Ashburn, Virginia 20147 <b>Contact:</b> Hannah D'Arezzo <b>Phone:</b> 540-550-7441 hannah.darezzo@foodtravelexperts.com		Bidder	no
<b>Stewart Manhattan, Inc.</b> 2233 Honolulu Avenue Suite 313 Montrose, California 91020 <b>Contact:</b> Simeon R. Stewart II <b>Phone:</b> 310-292-9401 simeon@stewartmanhattan.com	MBE	Bidder	no
<b>Summit Consulting &amp; Engineering, Inc.</b> 300 N. Lake Avenue 12th Floor Pasadena, California 91101 <b>Contact:</b> Michelle Gastelum <b>Phone:</b> 626-449-9052 mg@summit-engineers.com	CUC, DBE, MBE, CADIR, WBE, DGS	Bidder	no
<b>Swyft Inc.</b> 166 Geary Street 15th Floor #1623 San Francisco, California 94108 <b>Contact:</b> Lynn Kisser <b>Phone:</b> 475-222-6874		Bidder	no

Vendor	Type	Status	Pre-Bid Meeting
lynnk@swyft.com			
<b>Sylvia Ross Associates, LLC</b> P.O. Box 144071 Fayetteville, Georgia 30214 <b>Contact:</b> Sylvia Ross <b>Phone:</b> 321-663-8975 sylvia@sylviarossassociates.com		Bidder	no
<b>Taami Services</b> 1353 woodhaven dr oceanside, California 92056 <b>Contact:</b> Arshiya Taami <b>Phone:</b> 760-216-4399 arshiyataami@gmail.com		Bidder	no
<b>Tailwind Hospitality</b> 408 Landmark Dr Wilmington, North Carolina 28412 <b>Contact:</b> Jerry Brienza <b>Phone:</b> 541-301-2905 jerry.brienza@tailwindconcessions.com		Bidder	no
<b>The Grove, Inc.</b> 3 Westbrook Corporate Center Suite 500 Westchester, Illinois 60154 <b>Contact:</b> Sarah Standley <b>Phone:</b> 708-409-3202 sstandley@thegroveinc.com		Bidder	no
<b>The Marshall Retail Group, LLC</b> 3755 West Sunset Road, Suite A Las Vegas, Nevada 89118 <b>Contact:</b> Roderick <b>Phone:</b> 702-949-8777 businessdevelopment@marshallretailgroup.cc		Bidder	no
<b>The Palm Coffee Bar</b> 2922 W Magnolia Blvd Burbank, California 91505 <b>Contact:</b> Joanna Heart <b>Phone:</b> 323-842-0173 joanna@thepalmcoffeebar.com	MBE, WBE	Bidder	no
<b>The Ugly Mug Coffee House, LLC</b> 3112 W Burbank Blvd Burbank, California 91505 <b>Contact:</b> Steve Nalbantian <b>Phone:</b> 818-419-8952 theuglymugcoffeehouse@gmail.com		Bidder	no
<b>TNI Architects Inc</b>		Bidder	no

Vendor	Type	Status	Pre-Bid Meeting
21051 Warner Center Lane #220 Woodland Hills, California 91367 <b>Contact:</b> Robert Ancill <b>Phone:</b> 818-887-7714 robert@tniarchitects.com			
<b>UNITE HERE Local 11</b> 464 Lucas Avenue Los Angeles, California 90017 <b>Contact:</b> Dylan Daney <b>Phone:</b> 419-908-9241 ddaney@unitehere11.org		Non-Bidder, receive communications	no
<b>UNITE HERE Local 11</b> 464 Lucas Ave Ste 201 Los Angeles, California 90017 <b>Contact:</b> Charles Carnow <b>Phone:</b> 818-635-3034 ccarnow@unitehere11.org		Bidder	no



EXHIBIT 4

<b>Package 1</b> Food Service Concessions		
Lease Term: 12 years		
First Full Fiscal Year Minimum Annual Guarantee: \$2,200,000		
Minimum Initial Investment: Food Service Units - \$800 per Sq. Ft. Retail Units - \$650 per Sq. Ft. Vending - \$100 per Sq. Ft. Common Food Service Seating - \$200 per Sq. Ft.		
Minimum Midterm Reinvestment: 15.0% of Initial Investment Amount		
Target Occupancy Date: May 7, 2026		
Unit No.	Approximate Square Feet	Desired Concept and Menu
A01	510	<p><b>Quick Service Restaurant –Local Brand Deli or Local Brand Snacks.</b> Quick service restaurant specializing in high quality, made-to-order sandwiches; wraps and salads. Alternatively, this unit may be a Healthy Snack offering smoothies, acai and other healthy bowls, fruit, juices, and healthy snacks. Restaurant must offer complementary sides and cold canned and bottled beverages, including juice and water. Breakfast offerings must be available.</p> <p><u>Non-Permitted Items:</u> alcoholic beverages; vending machines; typical newsstand items; merchandise not associated with the brand.</p>
B02	2,008	<p><b>Bistro with Bar and Takeout.</b> Bistro concept offering breakfast, lunch, and dinner. All menu items must be available for convenient takeout. A full-service bar must be available featuring locally brewed beers, cocktails, and a good selection of wines, including California state wines. Unit must have a dedicated take-out area. Local, regional, or national brand preferred.</p> <p><u>Non-Permitted Items:</u> candy and gum; any merchandise not associated with the brand; vending machines; pre-packaged food items.</p>
B04	1,481	<p><b>Fast Casual with Bar.</b> Local, regional, or national brand fast casual restaurant with convenient counter-ordering. Menu must offer a variety of made-to-order ethnic or lifestyle cuisine, including bowls, plates, and salads; and serve breakfast, lunch, and dinner items. Restaurant must offer side dishes, desserts, soft drinks, and water. Full bar service, including locally-brewed beer and an ample selection of quality wines must be available. Seating must be included within the lease lines.</p> <p><u>Non-Permitted Items:</u> merchandise not associated with the brand; vending machines</p>
C01	2,693	<p><b>Local, Regional, or National Brand Casual Dining Restaurant.</b> Restaurant with a contemporary or themed menu and dining environment. The menu offerings must include breakfast, lunch, and dinner. The menu must include a good selection of entrees, appetizers, and desserts to meet a wide variety of tastes and dietary needs. A full-service bar must be available, featuring local and national brand beers, cocktails, and a selection of quality wines, including California state wines. In addition to the food and beverages served on the premises, freshly-prepared, pre-packaged food must also be available for grab-and-go purchases.</p> <p><u>Non-Permitted Items:</u> candy and gum; merchandise not associated with the brand; vending machines.</p>

<p><b>The in-line quick services concepts in Units C07, C08, and C09 must include the following branded concepts: Ethnic, Burger, and Chicken. All proposed concepts must be open 365 days per year.</b></p>		
C07	962	<p><b>In-Line Quick Service Restaurant</b> –Local or national brand quick service restaurant specializing in high quality, made-to-order food. The menu offerings must include breakfast, lunch, and dinner. The restaurant may offer a variety of single-serving bottles or cans of beer and wine along with non-alcoholic beverages.</p> <p><i><u>Non-Permitted Items:</u> vending machines; news stand items; merchandise not associated with the brand.</i></p>
C08	883	<p><b>In-Line Quick Service Restaurant</b> –Local or national brand quick service restaurant specializing in high quality, made-to-order food. The menu offerings must include breakfast, lunch, and dinner. The restaurant may offer a variety of single-serving bottles or cans of beer and wine along with non-alcoholic beverages.</p> <p><i><u>Non-Permitted Items:</u> vending machines; news stand items; merchandise not associated with the brand.</i></p>
C09	956	<p><b>In-Line Quick Service Restaurant</b> –Local or national brand quick service restaurant specializing in high quality, made-to-order food. The menu offerings must include breakfast, lunch, and dinner. The restaurant may offer a variety of single-serving bottles or cans of beer and wine along with non-alcoholic beverages.</p> <p><i><u>Non-Permitted Items:</u> vending machines; news stand items; merchandise not associated with the brand.</i></p>
C10	600	<p><b>Freestanding Bar.</b> Full-service, upscale bar with a limited menu featuring food using non-disposable serviceware from the gourmet market and restaurants located in the food court. Hot and cold entrees, hot sides, salads, and appetizers must be available. A full-service bar must be offered, featuring local and national beers, craft cocktails, and a good selection of California state wines. The build-out must be low-profile with nothing above the bar that impedes the view of the artwork above from passengers entering the terminal.</p> <p><i><u>Non-Permitted Items:</u> candy and gum; merchandise not associated with the brand; vending machines; pre-packaged food.</i></p>
C11	2,082	<p><b>Common Seating Area.</b> Concessionaire must supply the food court common seating area tables, chairs, trash and recycling receptacles, and any shared condiment station. It will be the responsibility of the Concessionaire to maintain, align, and clean the tables and any common surfaces as well as handle the removal of all trash and recycling from the food court units and common seating area.</p>
C12	1,546	<p><b>Gourmet Market with Pizza.</b> Local, regional, or national brand established market or chef-driven market featuring high quality, freshly-prepared gourmet food and beverage products, including pastas, salads, and light entrees; cheese, olives, and bread; desserts and baked goods; fresh produce; healthy snack items; yogurts; cereal; and other items that can be found in distinctive gourmet markets. Prepared entrees, either to be heated and ready to eat (such as a portion of lasagna) or packaged for later consumption, must be available to customers for takeout. A variety of cold canned and bottled beverages must also be available, including popular independent brands. Specialty local food products, such as gourmet candy, must be offered for passengers to purchase for consumption or as a gift. The</p>

		<p>market may also offer a variety of single-serving bottles or cans of beer and wine. Bottles of California wine may also be offered for purchase for off-site consumption with the proper license.</p> <p>The unit must have a full-service, separately staffed pizza counter serving made-to-order pizza cooked in a pizza oven in view of the guests, including breakfast pizzas in the morning.</p> <p><u>Non-Permitted Items:</u> merchandise not associated with the brand; vending machines.</p>
C13	972	<p><b>Gourmet Coffee.</b> National brand gourmet coffee concept with offerings that include freshly-brewed hot and cold coffee and tea drinks and cold bottled beverages. A selection of pre-packaged snacks, sandwiches, salads, branded yogurts, fruit, and baked goods must be available for carry-out in convenient packaging. Breakfast options, such as hot breakfast sandwiches, oatmeal, bagels, fruit, and branded yogurt must be provided.</p> <p><u>Non-Permitted Items:</u> alcoholic beverages; merchandise not associated with the brand; vending machines.</p>
C16	1,497	<p><b>Bar with Food.</b> Restaurant with a contemporary or themed menu and dining environment, serving breakfast, lunch, and dinner. The menu must include a variety of entrees, burgers and other hot sandwiches, salads, appetizers, and desserts. A full-service bar must be available, featuring locally-brewed beer, cocktails, and a selection of wines, including California state wines. In addition to the food and beverages on the premises, freshly-prepared, pre-packaged food must also be available for grab-and-go purchases.</p> <p><u>Non-Permitted Items:</u> candy and gum; merchandise not associated with the brand; vending machines.</p>
D01	1,369	<p><b>Fast Casual with Bar.</b> Fast casual restaurant with convenient counter-ordering. Local and/or ethnic brand preferred. Menu must offer a variety of made-to-order cuisine, including but not limited to bowls, entrees, and salads; and serve breakfast, lunch, and dinner items. Restaurant must offer side dishes, desserts, soft drinks, and water. Full bar service, including beer and an ample selection of quality California wines must be available. Dedicated, express coffee service must be provided in the morning. Seating must be included within the lease lines.</p> <p><u>Non-Permitted Items:</u> merchandise not associated with the brand; vending machines.</p>
<b>Total Space</b>	<b>17,559</b>	

EXHIBIT 5

APPENDIX H

PROHIBITION ON EXCLUSIVITY FORM

**The following form must be executed by authorized representatives of Proposer as well as proposed sub-concessionaires, ACDBEs, small business operators, and local business operators. Please complete one form for each proposed firm and submit with Proposal.**

Proposer and all proposed sub-concessionaires, ACDBEs, small business operators, and local business operators hereby certify that, as of the Proposal Deadline set forth in this RFP, neither Proposer nor any entity comprising Proposer is a party to any agreement with, or otherwise imposes any condition on, any proposed sub-concessionaire, ACDBE, small business operator, or local business operator that seeks to restrict the ability of such sub-concessionaire or operator to participate as a sub-concessionaire, franchisor, licensor, or product vendor, using the same concept/brand or otherwise, with any other Proposer that may submit a Proposal in response to this RFP or any other Airport concession RFP issued by the Authority contemporaneously herewith.

This certification pertains only to exclusive arrangements between Proposer and any actual or proposed sub-concessionaire(s), ACDBEs, small business operator, or local business operator. It shall not restrict Proposer's right to enter into or maintain exclusive joint venture partnerships, exclusive franchise or licensing arrangements with national brands, nor shall it prohibit Proposer from requiring that proposed sub-concessionaires, ACDBEs, small business operators, or local business operators enter into appropriate nondisclosure agreements governing proprietary information provided by Proposer related to this RFP and the Proposal.

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 2024

\_\_\_\_\_  
(Signature of **Proposer's** authorized representative)

\_\_\_\_\_  
(Signatory's Title)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Signature of Authorized Representative of Proposed Sub-concessionaire, ACDBE, Small Business Operator, or Local Business Operator)

\_\_\_\_\_  
(Signatory's Title)

\_\_\_\_\_  
(Company Name)

## EXHIBIT 6

20408 Bashan Dr., Suite 300, Ashburn, VA 20147, USA  
T +1 703 729 2333 F +1 703 729 4414 [www.foodtravelexperts.com](http://www.foodtravelexperts.com)



**August 27, 2024**

645 W 9<sup>th</sup> St. Ste 218  
Los Angeles, CA 90015

**BUR  
LAX  
Antonia Lofaso Catering LLC**

### CONFIDENTIAL LETTER OF INTENT

Dear Ms. Lofaso:

This letter confirms the intent of SSP America, Inc. (“**SSP**”) and Antonia Lofaso Catering LLC (“**Licensor**”) to enter into a definitive brand license agreement (“**License Agreement**”) for the development and operation of food and beverage concessions at Hollywood-Burbank Airport or Los Angeles International Airport (“**Airport**”).

1. Background. SSP intends to submit one or more proposals (“**Proposal(s)**”) to develop food and beverage concessions in response to any Request for Proposal made by the Airport (“**RFP(s)**”). As part of its Proposal(s), SSP may include one or more Antonia Lofaso concepts (“**Restaurant(s)**”) featuring Licensor’s owned or licensed proprietary trade names, trademarks, trade dress, recipes, products, know-how and unique operating systems (collectively, the “**Trademarks and System**”).

2. License Agreement Provisions. The License Agreement will be prepared by SSP and will have the following provisions:

a. Ownership and Capitalization. SSP will own and operate the Restaurant and will be solely responsible to pay for all third-party costs of design, construction, equipment and operations at its sole discretion, with Licensor providing input from the date of the project kickoff to the 60% design stage of the Restaurant.

b. Fees. SSP will pay Licensor, on a quarterly basis, a royalty fee equal to 4% of the Restaurant’s net revenue based upon SSP’s fiscal year and brand profitability statement (“**Royalty Fee**”). Other than the foregoing fees, SSP will not pay Licensor any other fees, costs, expenses or charges relating in any way to any Proposal, RFP, Restaurant and License Agreement.

OR

b. Fees. SSP will pay Licensor, on a quarterly basis, a management fee equal to 20% of the Restaurant’s profits based upon SSP’s fiscal year and brand profitability statement (“**Management Fee**”). Licensor acknowledges that all administrative costs, distribution, storage, corporate and other operating costs shall form part of the expense portion of such statement. Other than the foregoing fees, SSP will not pay Licensor any other fees, costs, expenses or charges relating in any way to any Proposal, RFP, Restaurant and License Agreement. In addition, if at any time or for any reason, Licensor closes all restaurants that use the Trademarks and/or System within a 50 mile radius of the Airport, then Licensor will no longer be entitled to any fees, including without limitation, the Management Fee under the License Agreement.

c. Menu; Products. With input from Licensor, SSP will develop and implement the menu for the Restaurant and, as needed from time to time, may modify the menu and dining formats for the Restaurant. To maximize SSP’s supply chain efficiencies, Licensor and SSP will work together to ensure all products for the

Restaurant may be purchased by SSP from its preferred suppliers. Licensor will not receive commissions, credits or other compensation from any third-party vendors relating to purchases by SSP for the Restaurant.

d. Licensor Assistance. Licensor will provide information and assistance for architectural plans and drawings, signage, menu design, and recipes, and Licensor will provide pre-opening, opening and post-opening training. Licensor will also provide SSP with a complete and comprehensive manual for the development and operation of the Restaurant.

e. License Agreement Term. The initial term of the License Agreement will coincide with the term of the Airport lease that includes the Restaurant (“**Lease**”), and will be renewable at the option of SSP if the Lease term is extended. Because of the unique nature of airports, the Restaurant may be relocated within the Airport, temporarily closed or permanently closed or rebranded before the end of the initial term of the License Agreement.

f. Other Provisions. The License Agreement will include other provisions that are standard in the airport food and beverage concession industry.

3. Target Date. SSP and Licensor will use reasonable efforts to negotiate and execute the License Agreement within 90 days after the signing of the Lease by SSP and the Airport (“**Target Date**”).

#### **BINDING PROVISIONS**

4. Binding Provisions. This paragraph and all the following numbered paragraphs are contractually binding (“**Binding Provisions**”). Except for the Binding Provisions and the License Agreement (if fully signed), neither this letter nor any verbal, electronic, written or other communications or documents between SSP and Licensor are intended to be contractually binding and are not to be relied upon for any claim of inducement, implied contract, estoppel, contract by performance or similar theory.

5. Assistance with Proposal(s). In the event SSP includes the Restaurant or any other Licensor related concepts as part of its Proposal(s) in response to any RFP at the Airport, Licensor will use best efforts to (a) provide information and assistance to aid SSP’s preparation of the Proposal(s), (b) attend meetings and hearings with SSP and other licensors as part of any RFP process, and (c) only promote SSP’s Proposal(s).

6. Exclusive Relationship. Beginning on the date of this letter and ending two years after the date of an official public announcement by the Airport or applicable governing body of a non-appealable award under any RFP where a Proposal includes the Restaurant or any other Licensor related concept (“**Exclusivity Period**”), Licensor agrees that (a) SSP has the exclusive right to bid and propose the Restaurant and any other Licensor related concept in connection with any Proposal, RFP or other applicable proposal package related to the Airport (collectively, the “**Airport Proposals**”), and (b) Licensor (and its owners or any natural person with an ownership interest in Licensor and any of their close adult family members, such as a current spouse, parent, child, sibling, grandchild, or grandparent) or any of its affiliates or any of its or their representatives will not directly or indirectly enter into any commitments (whether or not binding) or contracts, and will not initiate, solicit, encourage, facilitate or continue any inquiries, discussions or negotiations with any third parties regarding the use of the Trademarks and System or proprietary products of Licensor or its affiliates in response to any Airport Proposals, or any amendments, supplements or re-issues of any Airport Proposals. In addition, during the Exclusivity Period, Licensor (and its owners or any natural person with an ownership interest in Licensor) or any of its affiliates or any of its or their representatives will promptly (and in any event within three days) notify SSP in writing of the receipt of any oral or written offer, indication of interest, proposal or inquiry to an alternative transaction with any third party at the

Airport, such notice to include the material terms thereof, including the identity of the person or group of persons involved.

7. Confidentiality. SSP and Licensor will use the other party's Confidential Information only to further the purposes of this letter and not otherwise for its own use or benefit. Additionally, SSP and Licensor will maintain the secrecy of the other's Confidential Information and will not in any way disclose or transfer such information for a period of three years after the date of this letter (except to their respective employees, attorneys and accountants with a need to know). "**Confidential Information**" includes the existence and content of this letter and any discussions, negotiations, disclosures, financial records, SSP's brand profitability statement, business plans, recipes, ideas, investigations, business or marketing plans and other trade secrets and confidential information that, under the circumstances surrounding disclosure, should reasonably be treated as confidential and/or proprietary by the recipient, whether in paper, electronic, verbal or other format. However, SSP may make disclosures to the Airport as required by any RFP, and either party may make any disclosures required by subpoena or other legal process after prior written notice to the other party.

8. Miscellaneous. SSP and Licensor agree to not make any statement, oral or written, or to perform any act or omission which causes, or can be reasonably expected to cause, any harm to the other's business, business relationships or reputation. In addition, the parties hereto acknowledge that a breach or threatened breach of this letter would cause irreparable harm for which monetary damages would be an inadequate remedy and that equitable relief, including specific performance and injunctive relief, may be used to enforce the provisions of this Agreement, in addition to any other remedy to which such party may be entitled.

9. Termination of Letter. This letter may be immediately terminated by mutual written agreement of SSP and Licensor.

10. Replacement. If the License Agreement is signed and delivered by SSP and Licensor, it will supersede and replace this letter in its entirety, including the Binding Provisions and despite the provisions of the following paragraph titled *Survival*.

11. Survival. This paragraph and the paragraphs titled *Binding Provisions*, *Exclusive Relationship*, and *Confidentiality* will survive any termination of this letter.

---

We believe the proposed relationship between us will be viewed favorably and welcomed by the Airport and by the traveling public. As such, this letter represents an important opportunity to enhance Licensor's brand value and future potential. If the foregoing is acceptable, please sign one copy of this letter and return it to Pat Murray, Deputy CEO. If you have any questions, please do not hesitate to call me. Thank you for the opportunity to express our interest in your company.

*Signatures on next page.*

Respectfully,  
SSP America, Inc.

---

Pat Murray  
Deputy CEO

**Agreed and Accepted:**  
Antonia Lofaso Catering LLC

---

Name:  
Title:



EXHIBIT 7



**September 9, 2024**

Natalie Greene  
Sr. Director, Brands & Concepts  
SSP America, Inc.  
20408 Bashan Drive, Suite 300  
Ashburn, VA 20147

Re: Letter of Authorization

Dear Natalie,

Please accept this letter confirming our authorization that SSP America, Inc. (“SSP”) has the rights to include Scopa restaurants’ trademarks, logos and products in the proposal of SSP to the lessor at the Hollywood Burbank Airport (“the Airport”) regarding opportunities for development and operations of food and beverage concessions at the Airport.

With this letter, Scopa grants SSP the rights to operate Scopa at the Airport as proposed for the duration of the Food Service and Retail Concessions at the Hollywood Burbank Airport to be awarded.

This letter will remain in effect for one year following the date written above, and may be extended by mutual written agreement of the parties.

Sincerely,

Scopa

Name:

Title:

**SSP America, Inc.**

EXHIBIT 8



**September 9, 2024**

Natalie Greene  
Sr. Director, Brands & Concepts  
SSP America, Inc.  
20408 Bashan Drive, Suite 300  
Ashburn, VA 20147

Re: Letter of Authorization

Dear Natalie,

Please accept this letter confirming our authorization that SSP America, Inc. ("SSP") has the rights to include Black Market Liquor Bar restaurants' trademarks, logos and products in the proposal of SSP to the lessor at the Hollywood Burbank Airport ("the Airport") regarding opportunities for development and operations of food and beverage concessions at the Airport.

With this letter, Black Market Liquor Bar grants SSP the rights to operate Black Market Liquor Bar at the Airport as proposed for the duration of the Food Service and Retail Concessions at the Hollywood Burbank Airport to be awarded.

This letter will remain in effect for one year following the date written above, and may be extended by mutual written agreement of the parties.

Sincerely,

Black Market Liquor Bar

Name:

Title:

**SSP America, Inc.**

201604310258

**LLC-1** **Articles of Organization of a Limited Liability Company (LLC)**

To form a limited liability company in California, you can fill out this form, and submit for filing along with:


- A \$70 filing fee.
- A separate, non-refundable \$15 service fee also must be included, if you **drop off** the completed form.

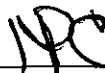
**Important!** LLCs in California may have to pay a minimum \$800 yearly tax to the California Franchise Tax Board. For more information, go to <https://www.ftb.ca.gov>.

LLCs may not provide "professional services," as defined by California Corporations Code sections 13401(a) and 13401.3.

Note: *Before submitting the completed form, you should consult with a private attorney for advice about your specific business needs.*


**FILED**   
 Secretary of State  
 State of California

FEB 09 2016 

 This Space For Office Use Only

**For questions about this form, go to [www.sos.ca.gov/business/be/filing-tips.htm](http://www.sos.ca.gov/business/be/filing-tips.htm).**

**LLC Name** (List the proposed LLC name exactly as it is to appear on the records of the California Secretary of State.)

① Antonia Lofaso Catering, LLC 

*Proposed LLC Name*

The name **must** include: LLC, L.L.C., Limited Liability Company, Limited Liability Co., Ltd. Liability Co. or Ltd. Liability Company; and **may not** include: bank, trust, trustee, incorporated, inc., corporation, or corp., insurer, or insurance company. For general entity name requirements and restrictions, go to [www.sos.ca.gov/business/be/name-availability.htm](http://www.sos.ca.gov/business/be/name-availability.htm).

**Purpose**

② The purpose of the limited liability company is to engage in any lawful act or activity for which a limited liability company may be organized under the California Revised Uniform Limited Liability Company Act.

**LLC Addresses**

③ a. 645 W 9 Th Street # 218 los angeles CA 90015  
*Initial Street Address of Designated Office in CA - Do not list a P.O. Box* *City (no abbreviations)* *State Zip*

b. \_\_\_\_\_  
*Initial Mailing Address of LLC, if different from 3a* *City (no abbreviations)* *State Zip*

**Service of Process** (List a California resident or a California registered corporate agent that agrees to be your initial agent to accept service of process in case your LLC is sued. You may list any adult who lives in California. You may **not** list an LLC as the agent. **Do not** list an address if the agent is a California registered corporate agent as the address for service of process is already on file.)

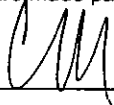
④ a. mario guddemi  
*Agent's Name*

b. 645 W 9th Street #218, los angeles CA 90015  
*Agent's Street Address (if agent is not a corporation) - Do not list a P.O. Box* *City (no abbreviations)* *State Zip*

**Management** (Check only one.)

- ⑤ The LLC will be managed by:
- One Manager     More Than One Manager     All Limited Liability Company Member(s)

This form must be signed by each organizer. If you need more space, attach extra pages that are 1-sided and on standard letter-sized paper (8 1/2" x 11"). All attachments are made part of these articles of organization.

  
 Organizer - Sign here

By: Cheyenne Moseley, Assistant Secretary, LegalZoom.com, Inc.  
 Print your name here

Make check/money order payable to: **Secretary of State**  
 Upon filing, we will return one (1) uncertified copy of your filed document for free, and will certify the copy upon request and payment of a \$5 certification fee.

**By Mail**  
 Secretary of State  
 Business Entities, P.O. Box 944228  
 Sacramento, CA 94244-2280

**Drop-Off**  
 Secretary of State  
 1500 11th Street., 3rd Floor  
 Sacramento, CA 95814



**Secretary of State**  
**Statement of Information**  
 (Limited Liability Company)

**LLC-12**

**22-A37727**

**FILED**

In the office of the Secretary of State  
 of the State of California

**JAN 21, 2022**

This Space For Office Use Only

**IMPORTANT** — This form can be filed online at  
[bizfile.sos.ca.gov](http://bizfile.sos.ca.gov).

[Read instructions](#) before completing this form.

**Filing Fee - \$20.00**

**Copy Fees** - First page \$1.00; each attachment page \$0.50;  
 Certification Fee - \$5.00 plus copy fees

**1. Limited Liability Company Name** (Enter the **exact** name of the LLC. If you registered in California using an alternate name, [see instructions](#).)

ANTONIA LOFASO CATERING, LLC

**2. 12-Digit Secretary of State Entity Number**

201604310258

**3. State, Foreign Country or Place of Organization** (only if formed outside of California)

CALIFORNIA

**4. Business Addresses**

a. Street Address of Principal Office - Do not list a P.O. Box	City (no abbreviations)	State	Zip Code
3143 Dona Sarita Place	Studio City	CA	91604
b. Mailing Address of LLC, if different than item 4a	City (no abbreviations)	State	Zip Code
3143 Dona Sarita Place	Studio City	CA	91604
c. Street Address of <b>California</b> Office, if Item 4a is not in California Do not list a P.O. Box	City (no abbreviations)	State	Zip Code
3143 Dona Sarita Place	Studio City	<b>CA</b>	91604

**5. Manager(s) or Member(s)**

If no managers have been appointed or elected, provide the name and address of each member. At least one name and address must be listed. If the manager/member is an individual, complete Items 5a and 5c (leave Item 5b blank). If the manager/member is an additional managers/members, enter the names(s) and address(es) on [Form LLC-12A](#).

a. First Name, if an individual - Do not complete Item 5b	Middle Name	Last Name	Suffix
Mario		Guddemi	
b. Entity Name - Do not complete Item 5a			
c. Address	City (no abbreviations)	State	Zip Code
3143 Dona Sarita Place	Studio City	CA	91604

**6. Service of Process** (Must provide either Individual **OR** Corporation.)

**INDIVIDUAL** – Complete Items 6a and 6b only. Must include agent's full name and California street address.

a. California Agent's First Name (if agent is <b>not</b> a corporation) Mario	Middle Name	Last Name Guddemi	Suffix
b. Street Address (if agent is <b>not</b> a corporation) - <b>Do not enter a P.O. Box</b> 3143 Dona Sarita Place	City (no abbreviations) Studio City	State <b>CA</b>	Zip Code 91604

**CORPORATION** – Complete Item 6c only. Only include the name of the registered agent Corporation.

c. California Registered Corporate Agent's Name (if agent is a corporation) – Do not complete Item 6a or 6b
---

**7. Type of Business**

Describe the type of business or services of the Limited Liability Company Catering
--

**8. Chief Executive Officer, if elected or appointed**

a. First Name	Middle Name	Last Name	Suffix
b. Address	City (no abbreviations)	State	Zip Code

**9. Labor Judgment**

Does a Manager or Member have an outstanding final judgment issued by the Division of Labor Standards Enforcement or a court of law, for which no appeal therefrom is pending, for the violation of any wage order or provision of the Labor Code?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
--	---

**10.** By signing, I affirm under penalty of perjury that the information herein is true and correct and that I am authorized by California law to sign.

01/21/2022

Date

Mario Guddemi

Type or Print Name

Managing Member

Title

Signature

YOUR RETURN MAILING ADDRESS:  
NAME: THE WASHINGTON GROUP LLC  
ADDRESS: 3143 DONA SARITA PLACE  
CITY: STUDIO CITY

STATE: CA ZIP CODE: 91604

2021 102908  
FILED EXPIRES  
May 04 2021 May 04 2026  
Dean C. Logan, Registrar - Recorder/County Clerk  
Electronically signed by TODD TRAN

FICTITIOUS BUSINESS NAME STATEMENT

TYPE OF FILING AND FILING FEE (Check one)

- [X] Original- \$26.00 (FOR ORIGINAL FILING WITH ONE BUSINESS NAME ON STATEMENT)
[ ] Amended Filing- \$26.00 (CHANGES IN FACTS FROM ORIGINAL FILING- REQUIRES PUBLICATION)
[ ] Refile- \$26.00 (NO CHANGES IN THE FACTS FROM ORIGINAL FILING)
\$5.00 - FOR EACH ADDITIONAL BUSINESS NAME FILED ON SAME STATEMENT, DOING BUSINESS AT THE SAME LOCATION \$5.00- FOR EACH ADDITIONAL OWNER IN EXCESS OF ONE OWNER

The following person(s) is (are) doing business as:

\*1. SCOPA ITALIAN ROOTS 2. OLD LIGHTNING
\*\* 2905 WASHINGTON BLVD 3143 DONA SARITA PLACE
MARINA DEL REY CA 90292 LA COUNTY Studio City CA 91604

Articles of Incorporation or Organization Number (if applicable): AI #ON

\*\*\*REGISTERED OWNER(S):

- 1. THE WASHINGTON GROUP LLC
Full Name/Corp/LLC (P.O. Box not accepted)
3143 DONA SARITA PLACE
Residence Address
STUDIO CITY CA 91604
City State/Country Zip
If Corporation or LLC - Print State of Incorporation/Organization

2.
Full Name/Corp/LLC (P.O. Box not accepted)
Residence Address
City State/Country Zip
If Corporation or LLC - Print State of Incorporation/Organization

3.
Full Name/Corp/LLC (P.O. Box not accepted)
Residence Address
City State/Country Zip
If Corporation or LLC - Print State of Incorporation/Organization

4.
Full Name/Corp/LLC (P.O. Box not accepted)
Residence Address
City State/Country Zip
If Corporation or LLC - Print State of Incorporation/Organization

IF MORE THAN FOUR REGISTRANTS, ATTACH ADDITIONAL SHEET SHOWING OWNER INFORMATION

\*\*\*\*THIS BUSINESS IS CONDUCTED BY: (Check one)

- [ ] an Individual [ ] a General Partnership [ ] a Limited Partnership [X] a Limited Liability Company
[ ] an Unincorporated Association other than a Partnership [ ] a Corporation [ ] a Trust [ ] Copartners
[ ] a Married Couple [ ] Joint Venture [ ] State or Local Registered Domestic Partners [ ] a Limited Liability Partnership

\*\*\*\*\*The date registrant started to transact business under the fictitious business name or names listed above: 01/2020
(insert N/A above if you haven't started to transact business)

I declare that all information in this statement is true and correct.
(A registrant who declares as true any material matter pursuant to Section 17913 of the Business and Professions Code that the registrant knows to be false is guilty of a misdemeanor punishable by a fine not to exceed one thousand dollars (\$1,000).)

REGISTRANT(S)/CORP/LLCNAME (PRINT) THE WASHINGTON GROUP LLC TITLE Managing Member

REGISTRANT SIGNATURE [Signature] IF CORP OR LLC, PRINT NAME MARIO GUDEMII

If corporation, also print corporate title of officer. If LLC, also print title of officer or manager.

This statement was filed with the County Clerk of LOS ANGELES on the date indicated by the filed stamp in the upper right corner.

NOTICE - IN ACCORDANCE WITH SUBDIVISION (a) OF SECTION 17920, A FICTITIOUS NAME STATEMENT GENERALLY EXPIRES AT THE END OF FIVE YEARS FROM THE DATE ON WHICH IT WAS FILED IN THE OFFICE OF THE COUNTY CLERK, EXCEPT, AS PROVIDED IN SUBDIVISION (b) OF SECTION 17920, WHERE IT EXPIRES 40 DAYS AFTER ANY CHANGE IN THE FACTS SET FORTH IN THE STATEMENT PURSUANT TO SECTION 17913 OTHER THAN A CHANGE IN THE RESIDENCE ADDRESS OF A REGISTERED OWNER. A NEW FICTITIOUS BUSINESS NAME STATEMENT MUST BE FILED BEFORE THE EXPIRATION. EFFECTIVE JANUARY 1, 2014, THE FICTITIOUS BUSINESS NAME STATEMENT MUST BE ACCOMPANIED BY THE AFFIDAVIT OF IDENTITY FORM.

THE FILING OF THIS STATEMENT DOES NOT OF ITSELF AUTHORIZE THE USE IN THIS STATE OF A FICTITIOUS BUSINESS NAME IN VIOLATION OF THE RIGHTS OF ANOTHER UNDER FEDERAL, STATE, OR COMMON LAW (SEE SECTION 14411 ET SEQ., BUSINESS AND PROFESSIONS CODE).

I HEREBY CERTIFY THAT THIS COPY IS A CORRECT COPY OF THE ORIGINAL STATEMENT ON FILE IN MY OFFICE.
DEAN C. LOGAN, LOS ANGELES COUNTY CLERK

Rev. 01/2014 P.O. BOX 1208, NORWALK, CA 90651-1208 BY: [Signature] , Deputy PH: (562) 462-2177 WEB ADDRESS: LAVOTE.NET

This is a true and certified copy of the record  
if it bears the seal, imprinted in purple ink,  
of the Registrar-Recorder/County Clerk

JAN 07 2025

*Diana C. Lynn* REGISTRAR-RECORDER/COUNTY CLERK  
LOS ANGELES COUNTY, CALIFORNIA





**STATE OF CALIFORNIA**  
*Office of the Secretary of State*  
**STATEMENT OF INFORMATION**  
**LIMITED LIABILITY COMPANY**

California Secretary of State  
1500 11th Street  
Sacramento, California 95814  
(916) 653-3516

For Office Use Only

**-FILED-**

File No.: BA20221321133

Date Filed: 12/28/2022

B1354-2903 12/28/2022 1:34 PM Received by California Secretary of State

Entity Details					
Limited Liability Company Name	THE WASHINGTON GROUP LLC				
Entity No.	201226210279				
Formed In	CALIFORNIA				
Street Address of Principal Office of LLC					
Principal Address	3211 DONA EMILIA DRIVE STUDIO CITY, CA 91604				
Mailing Address of LLC					
Mailing Address	3211 DONA EMILIA DRIVE STUDIO CITY, CA 91604				
Attention					
Street Address of California Office of LLC					
Street Address of California Office	3211 DONA EMILIA DR STUDIO CITY, CA 91604				
Manager(s) or Member(s)					
<table border="1"> <thead> <tr> <th>Manager or Member Name</th> <th>Manager or Member Address</th> </tr> </thead> <tbody> <tr> <td>Mario Guddemi</td> <td>3143 Dona Sarita Place Studio City, CA 91604</td> </tr> </tbody> </table>		Manager or Member Name	Manager or Member Address	Mario Guddemi	3143 Dona Sarita Place Studio City, CA 91604
Manager or Member Name	Manager or Member Address				
Mario Guddemi	3143 Dona Sarita Place Studio City, CA 91604				
Agent for Service of Process					
Agent Name	MARIO GUDDEMI				
Agent Address	3211 DONA EMILIA DRIVE STUDIO CITY, CA 91604				
Type of Business					
Type of Business	FULL SERVICE RESTAURANT				
Email Notifications					
Opt-in Email Notifications	Yes, I opt-in to receive entity notifications via email.				
Chief Executive Officer (CEO)					
<table border="1"> <thead> <tr> <th>CEO Name</th> <th>CEO Address</th> </tr> </thead> <tbody> <tr> <td colspan="2">None Entered</td> </tr> </tbody> </table>		CEO Name	CEO Address	None Entered	
CEO Name	CEO Address				
None Entered					
Labor Judgment					
No Manager or Member of this Limited Liability Company has an outstanding final judgment issued by the Division of Labor Standards Enforcement or a court of law, for which no appeal therefrom is pending, for the violation of any wage order or provision of the Labor Code.					



Electronic Signature

By signing, I affirm under penalty of perjury that the information herein is true and correct and that I am authorized by California law to sign.

*MICHAEL APPELBAUM*

*12/28/2022*

Signature

Date

EXHIBIT 13

YOUR RETURN MAILING ADDRESS

NAME: THE LONG BEACH GROUP LLC

ADDRESS: 3143 DONA SARITA PLACE

CITY: STUDIO CITY

STATE: CA ZIP CODE: 91604

2021 102916



FILED EXPIRES  
May 04 2021 May 04 2026

Dean C. Logan, Registrar - Recorder/County Clerk

Electronically signed by TODD TRAN

FICTITIOUS BUSINESS NAME STATEMENT

TYPE OF FILING AND FILING FEE (Check one)

Original- \$26.00 (FOR ORIGINAL FILING WITH ONE BUSINESS NAME ON STATEMENT)

Amended Filing- \$26.00 (CHANGES IN FACTS FROM ORIGINAL FILING- REQUIRES PUBLICATION)

Refile- \$26.00 (NO CHANGES IN THE FACTS FROM ORIGINAL FILING)

\$5.00 - FOR EACH ADDITIONAL BUSINESS NAME FILED ON SAME STATEMENT, DOING BUSINESS AT THE SAME LOCATION \$5.00- FOR EACH ADDITIONAL OWNER IN EXCESS OF ONE OWNER

The following person(s) is (are) doing business as:

\*1. BLACK MARKET  
 \*\* 11915 VENTURA BLVD  
 Studio City CA 91604 LA COUNTY  
 City State/Country Zip COUNTY

2. BLACK MARKET LIQUOR BAR  
 Print Fictitious Business Name(s)  
 3143 DONA SARITA PLACE  
 Studio City CA 91604  
 City State/Country Zip Mailing address if different

Articles of Incorporation or Organization Number (if applicable): AI #ON

\*\*\*REGISTERED OWNER(S):

1. THE LONG BEACH GROUP LLC  
 Full Name/Corp/LLC (P.O. Box not accepted)  
 3143 DONA SARITA PLACE  
 Residence Address  
 STUDIO CITY CA 91604  
 City State/Country Zip  
 CA  
 If Corporation or LLC - Print State of Incorporation/Organization

2. \_\_\_\_\_  
 Full Name/Corp/LLC (P.O. Box not accepted)  
 Residence Address  
 \_\_\_\_\_  
 City State/Country Zip  
 If Corporation or LLC - Print State of Incorporation/Organization

3. \_\_\_\_\_  
 Full Name/Corp/LLC (P.O. Box not accepted)  
 Residence Address  
 \_\_\_\_\_  
 City State/Country Zip  
 If Corporation or LLC - Print State of Incorporation/Organization

4. \_\_\_\_\_  
 Full Name/Corp/LLC (P.O. Box not accepted)  
 Residence Address  
 \_\_\_\_\_  
 City State/Country Zip  
 If Corporation or LLC - Print State of Incorporation/Organization

IF MORE THAN FOUR REGISTRANTS, ATTACH ADDITIONAL SHEET SHOWING OWNER INFORMATION

\*\*\*THIS BUSINESS IS CONDUCTED BY: (Check one)

an Individual  a General Partnership  a Limited Partnership  a Limited Liability Company

an Unincorporated Association other than a Partnership  a Corporation  a Trust  Copartners

a Married Couple  Joint Venture  State or Local Registered Domestic Partners  a Limited Liability Partnership

\*\*\*\*\*The date registrant started to transact business under the fictitious business name or names listed above: 01/2020 (Insert N/A above if you haven't started to transact business)

I declare that all information in this statement is true and correct.

(A registrant who declares as true any material matter pursuant to Section 17913 of the Business and Professions Code that the registrant knows to be false is guilty of a misdemeanor punishable by a fine not to exceed one thousand dollars (\$1,000).)

REGISTRANT(S)/CORP/LLCNAME (PRINT) THE LONG BEACH GROUP LLC TITLE Managing Member

REGISTRANT SIGNATURE [Signature] IF CORP OR LLC, PRINT NAME MARIO GUDEMI

If corporation, also print corporate title of officer. If LLC, also print title of officer or manager.

This statement was filed with the County Clerk of LOS ANGELES on the date indicated by the filed stamp in the upper right corner.

NOTICE - IN ACCORDANCE WITH SUBDIVISION (a) OF SECTION 17920, A FICTITIOUS NAME STATEMENT GENERALLY EXPIRES AT THE END OF FIVE YEARS FROM THE DATE ON WHICH IT WAS FILED IN THE OFFICE OF THE COUNTY CLERK, EXCEPT, AS PROVIDED IN SUBDIVISION (b) OF SECTION 17920, WHERE IT EXPIRES 40 DAYS AFTER ANY CHANGE IN THE FACTS SET FORTH IN THE STATEMENT PURSUANT TO SECTION 17913 OTHER THAN A CHANGE IN THE RESIDENCE ADDRESS OF A REGISTERED OWNER. A NEW FICTITIOUS BUSINESS NAME STATEMENT MUST BE FILED BEFORE THE EXPIRATION. EFFECTIVE JANUARY 1, 2014, THE FICTITIOUS BUSINESS NAME STATEMENT MUST BE ACCOMPANIED BY THE AFFIDAVIT OF IDENTITY FORM.

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I HEREBY CERTIFY THAT THIS COPY IS A CORRECT COPY OF THE ORIGINAL STATEMENT ON FILE IN MY OFFICE.

DEAN C. LOGAN, LOS ANGELES COUNTY CLERK

BY: [Signature] Deputy

Rev. 01/2014

P.O. BOX 1208, NORWALK, CA 90651-1208

PH: (562) 462-2177

WEB ADDRESS: LAVOTE.NET

This is a true and certified copy of the record  
if it bears the seal, imprinted in purple ink,  
of the Registrar-Recorder/County Clerk

JAN 07 2025

*Diana C. Lynn* REGISTRAR-RECORDER/COUNTY CLERK  
LOS ANGELES COUNTY, CALIFORNIA





**STATE OF CALIFORNIA**  
*Office of the Secretary of State*  
**STATEMENT OF INFORMATION**  
**LIMITED LIABILITY COMPANY**

California Secretary of State  
1500 11th Street  
Sacramento, California 95814  
(916) 653-3516

For Office Use Only

**-FILED-**

File No.: BA20221324030

Date Filed: 12/28/2022

B1356-2571 12/28/2022 7:06 PM Received by California Secretary of State

Entity Details					
Limited Liability Company Name	THE LONG BEACH GROUP LLC				
Entity No.	201022110070				
Formed In	CALIFORNIA				
Street Address of Principal Office of LLC					
Principal Address	3211 DONA EMILIA DRIVE STUDIO CITY, CA 91604				
Mailing Address of LLC					
Mailing Address	3211 DONA EMILIA DRIVE STUDIO CITY, CA 91604				
Attention					
Street Address of California Office of LLC					
Street Address of California Office	3211 DONA EMILIA DRIVE STUDIO CITY, CA 91604				
Manager(s) or Member(s)					
<table border="1"> <thead> <tr> <th>Manager or Member Name</th> <th>Manager or Member Address</th> </tr> </thead> <tbody> <tr> <td>The Happy Ending LLC</td> <td>3143 Dona Sarita Place Studio City, CA 91604</td> </tr> </tbody> </table>		Manager or Member Name	Manager or Member Address	The Happy Ending LLC	3143 Dona Sarita Place Studio City, CA 91604
Manager or Member Name	Manager or Member Address				
The Happy Ending LLC	3143 Dona Sarita Place Studio City, CA 91604				
Agent for Service of Process					
Agent Name	MARIO GUDEMI				
Agent Address	3143 DONA SARITA PLACE STUDIO CITY, CA 91604				
Type of Business					
Type of Business	FULL SERVICE RESTAURANT				
Email Notifications					
Opt-in Email Notifications	Yes, I opt-in to receive entity notifications via email.				
Chief Executive Officer (CEO)					
<table border="1"> <thead> <tr> <th>CEO Name</th> <th>CEO Address</th> </tr> </thead> <tbody> <tr> <td colspan="2">None Entered</td> </tr> </tbody> </table>		CEO Name	CEO Address	None Entered	
CEO Name	CEO Address				
None Entered					
Labor Judgment					
No Manager or Member of this Limited Liability Company has an outstanding final judgment issued by the Division of Labor Standards Enforcement or a court of law, for which no appeal therefrom is pending, for the violation of any wage order or provision of the Labor Code.					

Electronic Signature

By signing, I affirm under penalty of perjury that the information herein is true and correct and that I am authorized by California law to sign.

*Michael Appelbaum*

*12/28/2022*

Signature

Date



**STATE OF CALIFORNIA**  
*Office of the Secretary of State*  
**STATEMENT OF INFORMATION**  
**LIMITED LIABILITY COMPANY**

California Secretary of State  
1500 11th Street  
Sacramento, California 95814  
(916) 653-3516

For Office Use Only

**-FILED-**

File No.: BA20230286930

Date Filed: 2/20/2023

B1516-7569 02/20/2023 5:52 AM Received by California Secretary of State

Entity Details							
Limited Liability Company Name	THE HAPPY ENDING, LLC						
Entity No.	200703410307						
Formed In	CALIFORNIA						
Street Address of Principal Office of LLC							
Principal Address	3211 DONA EMILIA DRIVE STUDIO CITY, CA 91604						
Mailing Address of LLC							
Mailing Address	3211 DONA EMILIA DRIVE STUDIO CITY, CA 91604						
Attention							
Street Address of California Office of LLC							
Street Address of California Office	3211 DONA EMILIA DRIVE STUDIO CITY, CA 91604						
Manager(s) or Member(s)							
<table border="1"> <thead> <tr> <th>Manager or Member Name</th> <th>Manager or Member Address</th> </tr> </thead> <tbody> <tr> <td>Mario Guddemi</td> <td>3143 Dona Sarita Place Studio City, CA 91604</td> </tr> <tr> <td>Sal Aurora</td> <td>3211 Dona Emilia St. Studio City, CA 91604</td> </tr> </tbody> </table>		Manager or Member Name	Manager or Member Address	Mario Guddemi	3143 Dona Sarita Place Studio City, CA 91604	Sal Aurora	3211 Dona Emilia St. Studio City, CA 91604
Manager or Member Name	Manager or Member Address						
Mario Guddemi	3143 Dona Sarita Place Studio City, CA 91604						
Sal Aurora	3211 Dona Emilia St. Studio City, CA 91604						
Agent for Service of Process							
Agent Name	MARIO GUDDEMI						
Agent Address	3143 DONA SARITA PLACE STUDIO CITY, CA 91604						
Type of Business							
Type of Business	MANAGEMENT						
Email Notifications							
Opt-in Email Notifications	Yes, I opt-in to receive entity notifications via email.						
Chief Executive Officer (CEO)							
<table border="1"> <thead> <tr> <th>CEO Name</th> <th>CEO Address</th> </tr> </thead> <tbody> <tr> <td colspan="2">None Entered</td> </tr> </tbody> </table>		CEO Name	CEO Address	None Entered			
CEO Name	CEO Address						
None Entered							
Labor Judgment							
No Manager or Member, as further defined by California Corporations Code section 17702.09(a)(8), has an outstanding final judgment issued by the Division of Labor Standards Enforcement or a court of law, for which no appeal is pending, for the violation of any wage order or provision of the Labor Code.							

Electronic Signature

By signing, I affirm under penalty of perjury that the information herein is true and correct and that I am authorized by California law to sign.

*MICHAEL APPELBAUM*

*02/20/2023*

Signature

Date

# ANTONIA LOFASO & SSP

## FICTION vs. FACT

POINT	FICTION	FACT
Exclusive Lofaso LOI.	SSP says no exclusive LOI was signed with Lofaso.	Lofaso's associate advised Steve in an email that Antonia was under a LOI with "another bid" (Antonia advised Steve that it was SSP), and that the LOI was signed by one of the company's other partners.
Exclusive LOI is dated <b>AFTER</b> the RFP.	SSP says it gave Lofaso a draft "exclusive" LOI in April 2024, and that SSP had no knowledge of the RFP non-exclusivity requirement at that time. SSP makes no mention of any subsequent LOI dated August 27, 2024.	More than two weeks after the release of the RFP on August 12, 2024, SSP gave Lofaso a new exclusive LOI dated August 27, 2024.
Scopa and Black Market <b>ARE</b> covered by the exclusivity of the LOI, as they are all related and under the same management and control of the LOI signer.	SSP says that Scopa and Black Market are not covered by any exclusivity.	The LOI exclusivity covers explicitly and broadly all related entities and individuals and their family members. This would include Scopa and Black Market.
Happy to Serve You Hospitality Group (HTSYH) is not a relevant entity.	SSP says that Scopa and Black Market are part HTSYH.	Scopa is owned by The Washington Group LLC.  Black Market is owned by The Long Beach Group LLC.  Mario Guddemi manages these entities and all other Lofaso-related entities. Thus they are all within the scope of the exclusive LOI.



From: **Chani Hitt** <[chani.hitt@gmail.com](mailto:chani.hitt@gmail.com)>  
Date: Fri, Sep 27, 2024 at 9:21 AM  
Subject: Re: Deck needed  
To: steve mora <[steve@mcsburbank.com](mailto:steve@mcsburbank.com)>  
Cc: Antonia Lofaso <[dinnerbelleinc@aol.com](mailto:dinnerbelleinc@aol.com)>

Hi Steve,

Hope your week went well!

Following up here...

As Antonia disclosed to you, we currently are part of another bid for the BUR airport.

An LOI was signed with that company by one of the other partners, however, it was not signed by Antonia.

We are having her legal check the contents of the agreement, as we do not want to risk any potential breach of contract or future litigation issues.

As soon as legal gives us the green light, we can provide you with our menu (as we have it ready and I know we're on a tight timeline!).

Thank you for your patience, and please let us know if you have any questions/concerns.

All My Best,

**CHANI HITT**

*Sr. Director of Marketing, Business Development & Operations, **Happy to Serve You***

**Hospitality Group**

Los Angeles, California

c. 520.975.8412

e. [marketing@happytoserveyou.com](mailto:marketing@happytoserveyou.com)

p. [chani.hitt@gmail.com](mailto:chani.hitt@gmail.com)

[DAMA](#) | [Scopa Italian Roots](#) | [Black Market Liquor Bar](#) | [Antonia Lofaso](#)

[Catering](#) | [The Chestnut Club](#) | [The Local Peasant](#) | [Old Lightning](#) | [Chefletics](#)

August 27, 2024

BUR  
LAX  
Antonia Lofaso Catering LLC

645 W 9<sup>th</sup> St. Ste 218  
Los Angeles, CA 90015

**CONFIDENTIAL LETTER OF INTENT**

Dear Ms. Lofaso:

This letter confirms the intent of SSP America, Inc. (“SSP”) and Antonia Lofaso Catering LLC (“Licensor”) to enter into a definitive brand license agreement (“**License Agreement**”) for the development and operation of food and beverage concessions at Hollywood-Burbank Airport or Los Angeles International Airport (“**Airport**”).

1. Background. SSP intends to submit one or more proposals (“**Proposal(s)**”) to develop food and beverage concessions in response to any Request for Proposal made by the Airport (“**RFP(s)**”). As part of its Proposal(s), SSP may include one or more Antonia Lofaso concepts (“**Restaurant(s)**”) featuring Licensor’s owned or licensed proprietary trade names, trademarks, trade dress, recipes, products, know-how and unique operating systems (collectively, the “**Trademarks and System**”).

2. License Agreement Provisions. The License Agreement will be prepared by SSP and will have the following provisions:

a. Ownership and Capitalization. SSP will own and operate the Restaurant and will be solely responsible to pay for all third-party costs of design, construction, equipment and operations at its sole discretion, with Licensor providing input from the date of the project kickoff to the 60% design stage of the Restaurant.

b. Fees. SSP will pay Licensor, on a quarterly basis, a royalty fee equal to 4% of the Restaurant’s net revenue based upon SSP’s fiscal year and brand profitability statement (“**Royalty Fee**”). Other than the foregoing fees, SSP will not pay Licensor any other fees, costs, expenses or charges relating in any way to any Proposal, RFP, Restaurant and License Agreement.

OR

b. Fees. SSP will pay Licensor, on a quarterly basis, a management fee equal to 20% of the Restaurant’s profits based upon SSP’s fiscal year and brand profitability statement (“**Management Fee**”). Licensor acknowledges that all administrative costs, distribution, storage, corporate and other operating costs shall form part of the expense portion of such statement. Other than the foregoing fees, SSP will not pay Licensor any other fees, costs, expenses or charges relating in any way to any Proposal, RFP, Restaurant and License Agreement. In addition, if at any time or for any reason, Licensor closes all restaurants that use the Trademarks and/or System within a 50 mile radius of the Airport, then Licensor will no longer be entitled to any fees, including without limitation, the Management Fee under the License Agreement.

c. Menu; Products. With input from Licensor, SSP will develop and implement the menu for the Restaurant and, as needed from time to time, may modify the menu and dining formats for the Restaurant. To maximize SSP’s supply chain efficiencies, Licensor and SSP will work together to ensure all products for the

Restaurant may be purchased by SSP from its preferred suppliers. Licensor will not receive commissions, credits or other compensation from any third-party vendors relating to purchases by SSP for the Restaurant.

d. Licensor Assistance. Licensor will provide information and assistance for architectural plans and drawings, signage, menu design, and recipes, and Licensor will provide pre-opening, opening and post-opening training. Licensor will also provide SSP with a complete and comprehensive manual for the development and operation of the Restaurant.

e. License Agreement Term. The initial term of the License Agreement will coincide with the term of the Airport lease that includes the Restaurant (“**Lease**”), and will be renewable at the option of SSP if the Lease term is extended. Because of the unique nature of airports, the Restaurant may be relocated within the Airport, temporarily closed or permanently closed or rebranded before the end of the initial term of the License Agreement.

f. Other Provisions. The License Agreement will include other provisions that are standard in the airport food and beverage concession industry.

3. Target Date. SSP and Licensor will use reasonable efforts to negotiate and execute the License Agreement within 90 days after the signing of the Lease by SSP and the Airport (“**Target Date**”).

#### **BINDING PROVISIONS**

4. Binding Provisions. This paragraph and all the following numbered paragraphs are contractually binding (“**Binding Provisions**”). Except for the Binding Provisions and the License Agreement (if fully signed), neither this letter nor any verbal, electronic, written or other communications or documents between SSP and Licensor are intended to be contractually binding and are not to be relied upon for any claim of inducement, implied contract, estoppel, contract by performance or similar theory.

5. Assistance with Proposal(s). In the event SSP includes the Restaurant or any other Licensor related concepts as part of its Proposal(s) in response to any RFP at the Airport, Licensor will use best efforts to (a) provide information and assistance to aid SSP’s preparation of the Proposal(s), (b) attend meetings and hearings with SSP and other licensors as part of any RFP process, and (c) only promote SSP’s Proposal(s).

6. Exclusive Relationship. Beginning on the date of this letter and ending two years after the date of an official public announcement by the Airport or applicable governing body of a non-appealable award under any RFP where a Proposal includes the Restaurant or any other Licensor related concept (“**Exclusivity Period**”), Licensor agrees that (a) SSP has the exclusive right to bid and propose the Restaurant and any other Licensor related concept in connection with any Proposal, RFP or other applicable proposal package related to the Airport (collectively, the “**Airport Proposals**”), and (b) Licensor (and its owners or any natural person with an ownership interest in Licensor and any of their close adult family members, such as a current spouse, parent, child, sibling, grandchild, or grandparent) or any of its affiliates or any of its or their representatives will not directly or indirectly enter into any commitments (whether or not binding) or contracts, and will not initiate, solicit, encourage, facilitate or continue any inquiries, discussions or negotiations with any third parties regarding the use of the Trademarks and System or proprietary products of Licensor or its affiliates in response to any Airport Proposals, or any amendments, supplements or re-issues of any Airport Proposals. In addition, during the Exclusivity Period, Licensor (and its owners or any natural person with an ownership interest in Licensor) or any of its affiliates or any of its or their representatives will promptly (and in any event within three days) notify SSP in writing of the receipt of any oral or written offer, indication of interest, proposal or inquiry to an alternative transaction with any third party at the

Airport, such notice to include the material terms thereof, including the identity of the person or group of persons involved.

7. Confidentiality. SSP and Licensor will use the other party's Confidential Information only to further the purposes of this letter and not otherwise for its own use or benefit. Additionally, SSP and Licensor will maintain the secrecy of the other's Confidential Information and will not in any way disclose or transfer such information for a period of three years after the date of this letter (except to their respective employees, attorneys and accountants with a need to know). "**Confidential Information**" includes the existence and content of this letter and any discussions, negotiations, disclosures, financial records, SSP's brand profitability statement, business plans, recipes, ideas, investigations, business or marketing plans and other trade secrets and confidential information that, under the circumstances surrounding disclosure, should reasonably be treated as confidential and/or proprietary by the recipient, whether in paper, electronic, verbal or other format. However, SSP may make disclosures to the Airport as required by any RFP, and either party may make any disclosures required by subpoena or other legal process after prior written notice to the other party.

8. Miscellaneous. SSP and Licensor agree to not make any statement, oral or written, or to perform any act or omission which causes, or can be reasonably expected to cause, any harm to the other's business, business relationships or reputation. In addition, the parties hereto acknowledge that a breach or threatened breach of this letter would cause irreparable harm for which monetary damages would be an inadequate remedy and that equitable relief, including specific performance and injunctive relief, may be used to enforce the provisions of this Agreement, in addition to any other remedy to which such party may be entitled.

9. Termination of Letter. This letter may be immediately terminated by mutual written agreement of SSP and Licensor.

10. Replacement. If the License Agreement is signed and delivered by SSP and Licensor, it will supersede and replace this letter in its entirety, including the Binding Provisions and despite the provisions of the following paragraph titled *Survival*.

11. Survival. This paragraph and the paragraphs titled *Binding Provisions*, *Exclusive Relationship*, and *Confidentiality* will survive any termination of this letter.

---

We believe the proposed relationship between us will be viewed favorably and welcomed by the Airport and by the traveling public. As such, this letter represents an important opportunity to enhance Licensor's brand value and future potential. If the foregoing is acceptable, please sign one copy of this letter and return it to Pat Murray, Deputy CEO. If you have any questions, please do not hesitate to call me. Thank you for the opportunity to express our interest in your company.

*Signatures on next page.*

Respectfully,  
SSP America, Inc.

---

Pat Murray  
Deputy CEO

**Agreed and Accepted:**  
Antonia Lofaso Catering LLC

---

Name:  
Title:

YOUR RETURN MAILING ADDRESS:  
NAME: THE WASHINGTON GROUP LLC  
ADDRESS: 3143 DONA SARITA PLACE  
CITY: STUDIO CITY

STATE: CA ZIP CODE: 91604

2021 102908  
FILED EXPIRES  
May 04 2021 May 04 2026  
Dean C. Logan, Registrar - Recorder/County Clerk  
Electronically signed by TODD TRAM

### FICTITIOUS BUSINESS NAME STATEMENT

TYPE OF FILING AND FILING FEE (Check one)

- Original- \$26.00 (FOR ORIGINAL FILING WITH ONE BUSINESS NAME ON STATEMENT)
  - Amended Filing- \$26.00 (CHANGES IN FACTS FROM ORIGINAL FILING- REQUIRES PUBLICATION)
  - Refile- \$26.00 (NO CHANGES IN THE FACTS FROM ORIGINAL FILING)
- \$5.00 - FOR EACH ADDITIONAL BUSINESS NAME FILED ON SAME STATEMENT, DOING BUSINESS AT THE SAME LOCATION \$5.00- FOR EACH ADDITIONAL OWNER IN EXCESS OF ONE OWNER

The following person(s) is (are) doing business as:

1. SCOPA ITALIAN ROOTS  
2. OLD LIGHTNING  
Print Fictitious Business Name(s)  
2905 WASHINGTON BLVD 3143 DONA SARITA PLACE  
Street address of principal place of business Mailing address if different  
MARINA DEL REY CA 90292 LA COUNTY Studio City CA 91604  
City State/Country Zip COUNTY City State/Country Zip

Articles of Incorporation or Organization Number (if applicable): AI #ON

\*\*\*REGISTERED OWNER(S):

- 1. THE WASHINGTON GROUP LLC  
Full Name/Corp/LLC (P.O. Box not accepted)  
3143 DONA SARITA PLACE  
Residence Address  
STUDIO CITY CA 91604  
City State/Country Zip  
If Corporation or LLC - Print State of Incorporation/Organization
- 2. \_\_\_\_\_  
Full Name/Corp/LLC (P.O. Box not accepted)  
Residence Address  
City State/Country Zip  
If Corporation or LLC - Print State of Incorporation/Organization
- 3. \_\_\_\_\_  
Full Name/Corp/LLC (P.O. Box not accepted)  
Residence Address  
City State/Country Zip  
If Corporation or LLC - Print State of Incorporation/Organization
- 4. \_\_\_\_\_  
Full Name/Corp/LLC (P.O. Box not accepted)  
Residence Address  
City State/Country Zip  
If Corporation or LLC - Print State of Incorporation/Organization

IF MORE THAN FOUR REGISTRANTS, ATTACH ADDITIONAL SHEET SHOWING OWNER INFORMATION

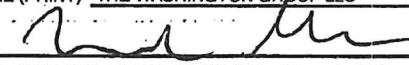
\*\*\*\*\*THIS BUSINESS IS CONDUCTED BY: (Check one)

- an Individual
- a General Partnership
- a Limited Partnership
- a Limited Liability Company
- an Unincorporated Association other than a Partnership
- a Corporation
- a Trust
- Copartners
- a Married Couple
- Joint Venture
- State or Local Registered Domestic Partners
- a Limited Liability Partnership

\*\*\*\*\*The date registrant started to transact business under the fictitious business name or names listed above: 01/2020  
(Insert N/A above if you haven't started to transact business)

I declare that all information in this statement is true and correct.  
(A registrant who declares as true any material matter pursuant to Section 17913 of the Business and Professions Code that the registrant knows to be false is guilty of a misdemeanor punishable by a fine not to exceed one thousand dollars (\$1,000).)


REGISTRANT(S)/CORP/LLCNAME (PRINT) THE WASHINGTON GROUP LLC TITLE Managing Member

REGISTRANT SIGNATURE  IF CORP OR LLC, PRINT NAME MARIO GUDDEMI

If corporation, also print corporate title of officer. If LLC, also print title of officer or manager.  
This statement was filed with the County Clerk of LOS ANGELES on the date indicated by the filed stamp in the upper right corner.

NOTICE - IN ACCORDANCE WITH SUBDIVISION (a) OF SECTION 17920, A FICTITIOUS NAME STATEMENT GENERALLY EXPIRES AT THE END OF FIVE YEARS FROM THE DATE ON WHICH IT WAS FILED IN THE OFFICE OF THE COUNTY CLERK, EXCEPT, AS PROVIDED IN SUBDIVISION (b) OF SECTION 17920, WHERE IT EXPIRES 40 DAYS AFTER ANY CHANGE IN THE FACTS SET FORTH IN THE STATEMENT PURSUANT TO SECTION 17913 OTHER THAN A CHANGE IN THE RESIDENCE ADDRESS OF A REGISTERED OWNER. A NEW FICTITIOUS BUSINESS NAME STATEMENT MUST BE FILED BEFORE THE EXPIRATION. EFFECTIVE JANUARY 1, 2014, THE FICTITIOUS BUSINESS NAME STATEMENT MUST BE ACCOMPANIED BY THE AFFIDAVIT OF IDENTITY FORM.

THE FILING OF THIS STATEMENT DOES NOT OF ITSELF AUTHORIZE THE USE IN THIS STATE OF A FICTITIOUS BUSINESS NAME IN VIOLATION OF THE RIGHTS OF ANOTHER UNDER FEDERAL, STATE, OR COMMON LAW (SEE SECTION 14411 ET SEQ., BUSINESS AND PROFESSIONS CODE).

I HEREBY CERTIFY THAT THIS COPY IS A CORRECT COPY OF THE ORIGINAL STATEMENT ON FILE IN MY OFFICE.  
DEAN C. LOGAN, LOS ANGELES COUNTY CLERK BY:  Deputy  
Rev. 01/2014 P.O. BOX 1208, NORWALK, CA 90651-1208 PH: (562) 462-2177 WEB ADDRESS: LAVOTE.NET

This is a true and certified copy of the record  
if it bears the seal, imprinted in purple ink,  
of the Registrar-Recorder/County Clerk

JAN 07 2025

*Deane Lynn* REGISTRAR-RECORDER/COUNTY CLERK  
LOS ANGELES COUNTY, CALIFORNIA



YOUR RETURN MAILING ADDRESS

NAME: THE LONG BEACH GROUP, LLC

ADDRESS: 3143 DONA SARITA PLACE

CITY: STUDIO CITY

STATE: CA ZIP CODE: 91604



FILED May 04 2021 EXPIRES May 04 2026

Dean C. Logan, Registrar - Recorder/County Clerk

Electronically signed by TODD TRAN

FICTITIOUS BUSINESS NAME STATEMENT

TYPE OF FILING AND FILING FEE (Check one)

- Original - \$26.00 (FOR ORIGINAL FILING WITH ONE BUSINESS NAME ON STATEMENT)
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Refile - \$26.00 (NO CHANGES IN THE FACTS FROM ORIGINAL FILING)
\$5.00 - FOR EACH ADDITIONAL BUSINESS NAME FILED ON SAME STATEMENT, DOING BUSINESS AT THE SAME LOCATION \$5.00- FOR EACH ADDITIONAL OWNER IN EXCESS OF ONE OWNER

The following person(s) is (are) doing business as:

1. BLACK MARKET 2. BLACK MARKET LIQUOR BAR
11915 VENTURA BLVD 3143 DONA SARITA PLACE
Studio City CA 91604 LA COUNTY Studio City CA 91604

Articles of Incorporation or Organization Number (if applicable): AI #ON

\*\*\*REGISTERED OWNER(S):

1. THE LONG BEACH GROUP LLC
Full Name/Corp/LLC (P.O. Box not accepted)
3143 DONA SARITA PLACE
Residence Address
STUDIO CITY CA 91604
City State/Country Zip
If Corporation or LLC - Print State of Incorporation/Organization

IF MORE THAN FOUR REGISTRANTS, ATTACH ADDITIONAL SHEET SHOWING OWNER INFORMATION

\*\*\*\*THIS BUSINESS IS CONDUCTED BY: (Check one)

- an Individual a General Partnership a Limited Partnership a Limited Liability Company
an Unincorporated Association other than a Partnership a Corporation a Trust Copartners
a Married Couple Joint Venture State or Local Registered Domestic Partners a Limited Liability Partnership

\*\*\*\*The date registrant started to transact business under the fictitious business name or names listed above: 01/2020
(Insert N/A above if you haven't started to transact business)

I declare that all information in this statement is true and correct.

(A registrant who declares as true any material matter pursuant to Section 17913 of the Business and Professions Code that the registrant knows to be false is guilty of a misdemeanor punishable by a fine not to exceed one thousand dollars (\$1,000).)

REGISTRANT(S)/CORP/LLCNAME (PRINT) THE LONG BEACH GROUP, LLC TITLE Managing Member

REGISTRANT SIGNATURE [Signature] IF CORP OR LLC, PRINT NAME MARIO GUDEMI

If corporation, also print corporate title of officer. If LLC, also print title of officer or manager.

This statement was filed with the County Clerk of LOS ANGELES on the date indicated by the filed stamp in the upper right corner.

NOTICE - IN ACCORDANCE WITH SUBDIVISION (a) OF SECTION 17920, A FICTITIOUS NAME STATEMENT GENERALLY EXPIRES AT THE END OF FIVE YEARS FROM THE DATE ON WHICH IT WAS FILED IN THE OFFICE OF THE COUNTY CLERK, EXCEPT, AS PROVIDED IN SUBDIVISION (b) OF SECTION 17920, WHERE IT EXPIRES 40 DAYS AFTER ANY CHANGE IN THE FACTS SET FORTH IN THE STATEMENT PURSUANT TO SECTION 17913 OTHER THAN A CHANGE IN THE RESIDENCE ADDRESS OF A REGISTERED OWNER. A NEW FICTITIOUS BUSINESS NAME STATEMENT MUST BE FILED BEFORE THE EXPIRATION. EFFECTIVE JANUARY 1, 2014, THE FICTITIOUS BUSINESS NAME STATEMENT MUST BE ACCOMPANIED BY THE AFFIDAVIT OF IDENTITY FORM.

THE FILING OF THIS STATEMENT DOES NOT OF ITSELF AUTHORIZE THE USE IN THIS STATE OF A FICTITIOUS BUSINESS NAME IN VIOLATION OF THE RIGHTS OF ANOTHER UNDER FEDERAL, STATE, OR COMMON LAW (SEE SECTION 14411 ET SEQ., BUSINESS AND PROFESSIONS CODE).

I HEREBY CERTIFY THAT THIS COPY IS A CORRECT COPY OF THE ORIGINAL STATEMENT ON FILE IN MY OFFICE.

DEAN C. LOGAN, LOS ANGELES COUNTY CLERK

BY: [Signature] Deputy

Rev. 01/2014

P.O. BOX 1208, NORWALK, CA 90651-1208

PH: (562) 462-2177

WEB ADDRESS: LAVOTE.NET



**IN THE MATTER OF MCS BURBANK, LLC's PROTEST OF SSP AMERICA BUR, LLC's BID**

**Project:** Request for Proposals ADM25-01 Food Service and Retail Concessions Hollywood Burbank Airport ("RFP")

**Bid Recommendation of Award Date:** December 17, 2024

**Bid Protest Date:** December 19, 2024

**Bid Protest Addendum Date:** January 14, 2025

**Nature of Protest:** RFP Package 1 ("Package 1"):

1. SSP America BUR, LLC ("SSP") did not submit a responsive bid due to its violation of the RFP including the non-exclusivity provisions in APPENDIX H PROHIBITION ON EXCLUSIVITY FORM; and

2. SSP America BUR, LLC ("SSP") did not submit a responsive bid due to its violation of the "non-collusion" provision of the RFP regarding the competitive opportunity and financial offer.

**Submitted By:** MCS Burbank, LLC ("MCS") through Mr. Eduardo G. Roy of Prometheus Partners L.L.P., its attorneys.

**Submitted To:** Lanna Aguilera, C.P., Senior Manager, Procurement, [laguilera@bur.org](mailto:laguilera@bur.org); Terrance Boga, General Counsel for the Burbank-Glendale-Pasadena Airport Authority ("Authority")

**DECLARATION OF STEVE MORA**

I, Steve Mora, declare and affirm as follows:

1. I am the President and a member of MCS Burbank, LLC ("MCS") which submitted the above Bid Protest.

2. I am making this declaration to provide relevant information to the Authority Executive Committee for its due consideration at its January 22, 2025 Meeting.

3. I have personal knowledge of the following facts and, if called upon, could and would competently testify thereto.

4. Prior to the Authority's publication of the RFP, Antonia and her brands were not part of MCS's concept for the Airport. However, on August 12, 2024, when the RFP was published, it required:

- **Freestanding Bar.** Full-service, upscale bar with a limited menu featuring food using non-disposable serviceware from the gourmet market and restaurants located in the food court. Hot and cold entrees, hot sides, salads, and appetizers must be available. A full-service bar must be offered, featuring local and national beers, craft cocktails, and a good selection of California state wines. The build-out must be low-profile with nothing above the bar that impedes the view of the artwork above from passengers entering the terminal.  
*Non-Permitted Items: candy and gum; merch.*
  - **Gourmet Market with Pizza.** Local, regional, or national brand established market or chef-driven market featuring high quality, freshly-prepared gourmet food and beverage products, including pastas, salads, and light entrees; cheese, olives, and bread; desserts and baked goods; fresh produce; healthy snack items; yogurts; cereal; and other items that can be found in distinctive gourmet markets. Prepared entrees, either to be heated and ready to eat (such as a portion of lasagna) or packaged for later consumption, must be available to customers for takeout. A variety of cold canned and bottled beverages must also be available, including popular independent brands. Specialty local food products, such as gourmet candy, must be offered for passengers to purchase for consumption or as a gift.
5. Based on these requirements in the RFP, I sought out Antonia Lofaso because I was familiar with her brands including Black Market Liquor Bar (“Black Market”) and Scopa Italian Roots (“Scopa), and believed they would be ideal for the concept I had then developed for the Airport concessions. I was familiar with her brands from seeing them at other airports and reviewing her website which prominently features Black Market and Scopa.
  6. On September 9, 2024, I telephoned Ms. Lofaso and inquired whether she would be willing to allow MCS to license her brands so that I could list them in my forthcoming bid. Ms. Lofaso indicated that she was potentially interested in doing so but believed that she might have an issue since she was already in communication with another bidder. She indicated she would look into this and we agreed to speak again soon.
  7. On September 15, 2024, I received an email from Ms. Lofaso at 2:22pm, a true and accurate copy of which is attached hereto as Exhibit “1”. This email stated: “Steve great talking to you on Monday. Could you pls tell me again what information you need on deck for next steps? Just information and content on me correct? Chani can assist. Thank you.” I understood from my earlier conversation with Ms. Lofaso that she had an assistant named “Chani” who worked for one of her many businesses and brands. This email from Ms. Lofaso identified Black Market and Scopa at the bottom.

8. On September 15, 2024, at 4:53 PM, I sent an email to Jeff Guerra and Chani Hitt in which I introduced them, hoping we would be working together on the subject RFP, a true and accurate copy of which is attached hereto as Exhibit "2" This email stated: "Jeff, please meet Chani. Chani Please meet Jeff. Jeff, Chani will assist you in getting collateral material for the Antonia Lofaso concept we are proposing in the center core. I sent an email to Antonia letting her know that we need to go over the proposed menu and concept with Joe and Karl to keep the design moving forward." Jeff Guerra was then assisting MCS with its forthcoming bid to the Authority.
9. On September 16, 2024. I sent an email to Chani Hitt and Jeff Guerra which stated: "Hi Chani! We're looking forward to working with you to build a winning proposal, and only need a few key items from you at this stage. Steve mentioned the brand's collateral material, and specifically we're looking for these 3 pieces: 1) A marketing deck and/or other materials that detail the brand story and highlight key features 2) Good quality photos (i.e. food, existing Lofaso spaces, employees) 3) Digital logo file (jpg, png, or ai file, all work) I understand Steve will be working with Antonia to develop that menu, and we'll also need that as soon as it's ready. Thank you and talk soon!" A true and accurate copy of this email is attached hereto as Exhibit "3".
10. On September 24, 2024, at 11:43 am, I emailed to Ms. Hitt a description of certain required concessions in the RFP that I believed would fit their brands well. A true and accurate copy of which is attached hereto as Exhibit "4". Two minutes later, Ms. Hitt emailed me back, stating, "Received. Thank you!" This email identified Ms. Hitt as the "*Sr. Director of Marketing, Business Development & Operations, Happy to Serve You Hospitality Group Los Angeles, California.*" This email also identified at the bottom Scopa Italian Roots | Black Market Liquor Bar | Antonia Lofaso Catering as related brands and businesses.
11. On September 27, 2024, at 9:21 am, I received an email from Ms. Hitt of Happy to Serve Hospitality Group, with a cc to Ms. Lofaso, in which she stated: "Hi Steve, Hope your week went well! Following up here... As Antonia disclosed to you, **we currently are part of another bid for the BUR airport. An LOI was signed with that company by one of the other partners, however, it was not signed by Antonia. We are having her legal check the contents of the agreement, as we do not want to risk any potential breach of contract or future litigation issues. As soon as legal gives us the green light, we can provide you with our menu (as we have it ready and I know we're on a tight timeline!).** Thank you for your patience, and please let us know if you have any questions/concerns." A true and accurate copy of this email is attached hereto as Exhibit "6"(emphasis added).
12. On September 27, 2024, at 10:12 AM, I sent an email to Chani Hitt with the subject "Appendix H Burbank" to which I attached Appendix H of the RFP. I highlighted the exclusivity language so that she would see that what they were doing was illegal. The email to Ms. Hitt stated: "Here is the document that all proposers must sign." Since

Ms. Lofaso was refusing to allow her brands to be listed on MCS's bid. A true and accurate copy of this email is attached hereto as Exhibit "7".

13. On September 27, 2024, at 6:32 pm, I received an email from Chanti Hitt which stated: "Hi Steve, here's the documents for your reference." Attached to this email was the Confidential Letter of Intent which Ms. Hitt stated had been signed by Ms. Lofaso's partner. A true and accurate copy of this email with the attached Letter of Intent is attached hereto as Exhibit "8".

14. Subsequently, I spoke with Ms. Lofaso who informed me that because of the Letter of Intent with SSP, neither she nor any of her brands could bid with MCS as sub-concessionaires. I responded that what she and SSP were doing was illegal and terminated our call.

15. Following MCS's Bid Protest, on December 12, 2024, I received a telephone call from Ms. Lofaso. During this call, Ms. Lofaso was yelling at me and extremely upset. She stated, "You had no business turning over my non-disclosure to the Commission. That document was confidential – I thought you were a man of integrity. I'm calling Guy (Fierry) and telling him what you did. Why did you turn over the letter you had no right." I responded to Ms. Lofaso that "of course I turned it over. I told you it was illegal. You were not beholden to SSP-- you could sign with as many people as you wanted. It was illegal to sign an exclusive agreement." A true and correct screen shot of this call from Ms. Lofaso is attached hereto as Exhibit "9".

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on January 20, 2025, at \_\_\_\_\_, California.

---

Steve Mora

# EXHIBIT

1

Jeff,

Chani will assist you in getting collateral material for the Antonia Lofaso concept we are proposing in the center core. I sent an email to Antonia letting her know that we need to go over the proposed menu and concept with Joe and Karl to keep the design moving forward.

Steve

On Sun, Sep 15, 2024 at 2:22 PM Antonia Lofaso

<[antonialofaso@icloud.com](mailto:antonialofaso@icloud.com)> wrote:

Steve great talking to you on Monday. Could you pls tell me again what information you need on deck for next steps? Just information and content on me correct ? Chani can assist

Thank you

AL

**ANTONIA LOFASO**

Mother + Chef + Author + TV Personality

[instagram](#) • [facebook](#) • [twitter](#)

*Eat well. Cook well. Be Inspired.*

[Chef Antonia](#) | [Scopa Italian Roots](#) | [Black Market Liquor Bar](#) | [Antonia Lofaso Catering](#) | [Chefletics](#) | [DAMA](#)

Sent from my OG AOL account



Ex 1

ab

123456789

# EXHIBIT

2



or chef-driven market featuring high quality, freshly-prepared gourmet food and beverage products, including pastas, salads, and light entrees; cheese, olives, and bread; desserts and baked goods; fresh produce; healthy snack items; yogurts; cereal; and other items that can be found in distinctive gourmet markets. Prepared entrees, either to be heated and ready to eat (such as a portion of lasagna) or packaged for later consumption, must be available to customers for takeout. A variety of cold canned and bottled beverages must also be available, including popular independent brands. Specialty local food products, such as gourmet candy, must be offered for passengers to purchase for consumption or as a gift. The market may also offer a variety of single-serving bottles or cans of beer and wine. Bottles of California wine may also be offered for purchase for off-site consumption with the proper license. The unit must have a full-service, separately staffed pizza counter serving made-to order pizza cooked in a pizza oven in view of the guests, including breakfast pizzas in the morning.

On Mon, Sep 16, 2024 at 6:37 AM Jeff Guerra <jguerra@greaterthandd.com> wrote:

Hi Chani! We're looking forward to working with you to build a winning proposal, and only need a few key items from you at this stage. Steve mentioned the brand's collateral material, and specifically we're looking for these 3 pieces:

- 1) A marketing deck and/or other materials that detail the brand story and highlight key features
- 2) Good quality photos (i.e. food, existing Lofaso spaces, employees)
- 3) Digital logo file (jpg, png, or ai file, all work)

I understand Steve will be working with Antonia to develop that menu, and we'll also need that as soon as it's ready. Thank you and talk soon!

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Thank you

AL

**ANTONIA LOFASO**

Mother + Chef + Author + TV Personality

[instagram](#) • [facebook](#) • [twitter](#)

***Eat well. Cook well. Be Inspired.***

[Chef Antonia](#) | [Scopa Italian Roots](#) | [Black Market Liquor Bar](#) | [Antonia Lofaso Catering](#) | [Chefletics](#) | [DAMA](#)

Sent from my OG AOL account



# EXHIBIT

3

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Jeff, please meet Chani. Chani Please meet Jeff.

# EXHIBIT

4

Monday, January 20, 2025 at 16:15:50 Pacific Standard Time

**Subject:** Fwd: Deck needed  
**Date:** Sunday, January 19, 2025 at 8:19:08 AM Pacific Standard Time  
**From:** steve mora  
**To:** Eduardo Roy, Don Wanland  
**Attachments:** BUR-Lofaso-AuthLetter01.docx

----- Forwarded message -----  
From: **steve mora** <[steve@mcsburbank.com](mailto:steve@mcsburbank.com)>  
Date: Tue, Sep 24, 2024 at 6:06 PM  
Subject: Re: Deck needed  
To: Chani Hitt <[chani.hitt@gmail.com](mailto:chani.hitt@gmail.com)>

Chani,

Here is the LOI we spoke about. Please return it on your letterhead.

Steve

On Tue, Sep 24, 2024 at 11:45 AM Chani Hitt <[chani.hitt@gmail.com](mailto:chani.hitt@gmail.com)> wrote:  
Received.

Thank you!

**CHANI HITT**

*Sr. Director of Marketing, Business Development & Operations, Happy to Serve You*  
**Hospitality Group**  
Los Angeles, California

c. 520.975.8412

e. [marketing@happytoserveyou.com](mailto:marketing@happytoserveyou.com)

p. [chani.hitt@gmail.com](mailto:chani.hitt@gmail.com)

[DAMA](#) | [Scopa Italian Roots](#) | [Black Market Liquor Bar](#) | [Antonia Lofaso Catering](#) |  
[The Chestnut Club](#) | [The Local Peasant](#) | [Old Lightning](#) | [Chefletics](#)

On Sep 24, 2024, at 11:43 AM, steve mora <[steve@mcsburbank.com](mailto:steve@mcsburbank.com)> wrote:

Gourmet Market with Pizza. Local, regional, or national brand established market

Ex 4

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or chef-driven market featuring high quality, freshly-prepared gourmet food and beverage products, including pastas, salads, and light entrees; cheese, olives, and bread; desserts and baked goods; fresh produce; healthy snack items; yogurts; cereal; and other items that can be found in distinctive gourmet markets. Prepared entrees, either to be heated and ready to eat (such as a portion of lasagna) or packaged for later consumption, must be available to customers for takeout. A variety of cold canned and bottled beverages must also be available, including popular independent brands. Specialty local food products, such as gourmet candy, must be offered for passengers to purchase for consumption or as a gift. The market may also offer a variety of single-serving bottles or cans of beer and wine. Bottles of California wine may also be offered for purchase for off-site consumption with the proper license. The unit must have a full-service, separately staffed pizza counter serving made-to order pizza cooked in a pizza oven in view of the guests, including breakfast pizzas in the morning.

On Mon, Sep 16, 2024 at 6:37 AM Jeff Guerra <[jguerra@greaterthandd.com](mailto:jguerra@greaterthandd.com)> wrote:

Hi Chani! We're looking forward to working with you to build a winning proposal, and only need a few key items from you at this stage. Steve mentioned the brand's collateral material, and specifically we're looking for these 3 pieces:

- 1) A marketing deck and/or other materials that detail the brand story and highlight key features
- 2) Good quality photos (i.e. food, existing Lofaso spaces, employees)
- 3) Digital logo file (jpg, png, or ai file, all work)

I understand Steve will be working with Antonia to develop that menu, and we'll also need that as soon as it's ready. Thank you and talk soon!

On Sun, Sep 15, 2024 at 4:53 PM steve mora <[steve@mcsburbank.com](mailto:steve@mcsburbank.com)> wrote:  
Jeff, please meet Chani. Chani Please meet Jeff.



~~XXXXXXXXXXXXXXXXXXXX~~

2 4 x 3 .

~~XXXXXXXXXXXXXXXXXXXX~~

5 4 5

# EXHIBIT

6

Monday, January 20, 2025 at 17:25:28 Pacific Standard Time

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**Subject:** FW: Deck needed

**Date:** Monday, January 20, 2025 at 5:25:02 PM Pacific Standard Time

**From:** Eduardo Roy

----- Forwarded message -----

From: **Chani Hitt** <[chani.hitt@gmail.com](mailto:chani.hitt@gmail.com)>

Date: Fri, Sep 27, 2024 at 9:21 AM

Subject: Re: Deck needed

To: steve mora <[steve@mcsburbank.com](mailto:steve@mcsburbank.com)>

Cc: Antonia Lofaso <[dinnerbelleinc@aol.com](mailto:dinnerbelleinc@aol.com)>

Hi Steve,

Hope your week went well!

Following up here...

As Antonia disclosed to you, we currently are part of another bid for the BUR airport.

An LOI was signed with that company by one of the other partners, however, it was not signed by Antonia.

We are having her legal check the contents of the agreement, as we do not want to risk any potential breach of contract or future litigation issues.

As soon as legal gives us the green light, we can provide you with our menu (as we have it ready and I know we're on a tight timeline!).

Thank you for your patience, and please let us know if you have any questions/concerns.

All My Best,

**CHANI HITT**

*Sr. Director of Marketing, Business Development & Operations, **Happy to Serve You***  
**Hospitality Group**

Los Angeles, California

c. 520.975.8412

e. [marketing@happytoserveyou.com](mailto:marketing@happytoserveyou.com)

[p.chani.hitt@gmail.com](mailto:p.chani.hitt@gmail.com)

[DAMA](#) | [Scopa Italian Roots](#) | [Black Market Liquor Bar](#) | [Antonia Lofaso Catering](#) |  
[The Chestnut Club](#) | [The Local Peasant](#) | [Old Lightning](#) | [Chefletics](#)

# EXHIBIT

7

**Monday, January 20, 2025 at 16:38:53 Pacific Standard Time**

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**Subject:** FW: Appendix H Burbank RFP  
**Date:** Monday, January 20, 2025 at 4:38:13 PM Pacific Standard Time  
**From:** Eduardo Roy  
**Attachments:** Appendix\_H.pdf

----- Forwarded message -----

From: **steve mora** <[steve@mcsburbank.com](mailto:steve@mcsburbank.com)>  
Date: Fri, Sep 27, 2024 at 10:12 AM  
Subject: Appendix H Burbank RFP  
To: Chani Hitt <[chani.hitt@gmail.com](mailto:chani.hitt@gmail.com)>

Chani,

Here is the document that all proposers must sign. In addition, I'm wondering if they proposed a new EBITDA deal or a royalty based on gross which is what we have with all our partners. I know they tried that with the Fat Sal's guy's and others I spoke to.

Steve

**APPENDIX H**

**PROHIBITION ON EXCLUSIVITY FORM**

**The following form must be executed by authorized representatives of Proposer as well as proposed sub-concessionaires, ACDBEs, small business operators, and local business operators. Please complete one form for each proposed firm and submit with Proposal.**

Proposer and all proposed sub-concessionaires, ACDBEs, small business operators, and local business operators hereby certify that, as of the Proposal Deadline set forth in this RFP, neither Proposer nor any entity comprising Proposer is a party to any agreement with, or otherwise imposes any condition on, any proposed sub-concessionaire, ACDBE, small business operator, or local business operator that seeks to restrict the ability of such sub-concessionaire or operator to participate as a sub-concessionaire, franchisor, licensor, or product vendor, using the same concept/brand or otherwise, with any other Proposer that may submit a Proposal in response to this RFP or any other Airport concession RFP issued by the Authority contemporaneously herewith.

This certification pertains only to exclusive arrangements between Proposer and any actual or proposed sub-concessionaire(s), ACDBEs, small business operator, or local business operator. It shall not restrict Proposer's right to enter into or maintain exclusive joint venture partnerships, exclusive franchise or licensing arrangements with national brands, nor shall it prohibit Proposer from requiring that proposed sub-concessionaires, ACDBEs, small business operators, or local business operators enter into appropriate nondisclosure agreements governing proprietary information provided by Proposer related to this RFP and the Proposal.

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 2024

\_\_\_\_\_  
(Signature of Proposer's authorized representative)

\_\_\_\_\_  
(Signatory's Title)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Signature of Authorized Representative of Proposed Sub-concessionaire, ACDBE, Small Business Operator, or Local Business Operator)

\_\_\_\_\_  
(Signatory's Title)

\_\_\_\_\_  
(Company Name)

# EXHIBIT

8



August 27, 2024

**BUR  
LAX**

**Antonia Lofaso Catering LLC**

645 W 9<sup>th</sup> St. Ste 218  
Los Angeles, CA 90015

### CONFIDENTIAL LETTER OF INTENT

Dear Ms. Lofaso:

This letter confirms the intent of SSP America, Inc. (“**SSP**”) and Antonia Lofaso Catering LLC (“**Licensor**”) to enter into a definitive brand license agreement (“**License Agreement**”) for the development and operation of food and beverage concessions at Hollywood-Burbank Airport or Los Angeles International Airport (“**Airport**”).

1. Background. SSP intends to submit one or more proposals (“**Proposal(s)**”) to develop food and beverage concessions in response to any Request for Proposal made by the Airport (“**RFP(s)**”). As part of its Proposal(s), SSP may include one or more Antonia Lofaso concepts (“**Restaurant(s)**”) featuring Licensor’s owned or licensed proprietary trade names, trademarks, trade dress, recipes, products, know-how and unique operating systems (collectively, the “**Trademarks and System**”).

2. License Agreement Provisions. The License Agreement will be prepared by SSP and will have the following provisions:

a. Ownership and Capitalization. SSP will own and operate the Restaurant and will be solely responsible to pay for all third-party costs of design, construction, equipment and operations at its sole discretion, with Licensor providing input from the date of the project kickoff to the 60% design stage of the Restaurant.

b. Fees. SSP will pay Licensor, on a quarterly basis, a royalty fee equal to 4% of the Restaurant’s net revenue based upon SSP’s fiscal year and brand profitability statement (“**Royalty Fee**”). Other than the foregoing fees, SSP will not pay Licensor any other fees, costs, expenses or charges relating in any way to any Proposal, RFP, Restaurant and License Agreement.

OR

b. Fees. SSP will pay Licensor, on a quarterly basis, a management fee equal to 20% of the Restaurant’s profits based upon SSP’s fiscal year and brand profitability statement (“**Management Fee**”). Licensor acknowledges that all administrative costs, distribution, storage, corporate and other operating costs shall form part of the expense portion of such statement. Other than the foregoing fees, SSP will not pay Licensor any other fees, costs, expenses or charges relating in any way to any Proposal, RFP, Restaurant and License Agreement. In addition, if at any time or for any reason, Licensor closes all restaurants that use the Trademarks and/or System within a 50 mile radius of the Airport, then Licensor will no longer be entitled to any fees, including without limitation, the Management Fee under the License Agreement.

c. Menu; Products. With input from Licensor, SSP will develop and implement the menu for the Restaurant and, as needed from time to time, may modify the menu and dining formats for the Restaurant. To maximize SSP’s supply chain efficiencies, Licensor and SSP will work together to ensure all products for the

Restaurant may be purchased by SSP from its preferred suppliers. Licensor will not receive commissions, credits or other compensation from any third-party vendors relating to purchases by SSP for the Restaurant.

d. Licensor Assistance. Licensor will provide information and assistance for architectural plans and drawings, signage, menu design, and recipes, and Licensor will provide pre-opening, opening and post-opening training. Licensor will also provide SSP with a complete and comprehensive manual for the development and operation of the Restaurant.

e. License Agreement Term. The initial term of the License Agreement will coincide with the term of the Airport lease that includes the Restaurant (“Lease”), and will be renewable at the option of SSP if the Lease term is extended. Because of the unique nature of airports, the Restaurant may be relocated within the Airport, temporarily closed or permanently closed or rebranded before the end of the initial term of the License Agreement.

f. Other Provisions. The License Agreement will include other provisions that are standard in the airport food and beverage concession industry.

3. Target Date. SSP and Licensor will use reasonable efforts to negotiate and execute the License Agreement within 90 days after the signing of the Lease by SSP and the Airport (**Target Date**”).

#### **BINDING PROVISIONS**

4. Binding Provisions. This paragraph and all the following numbered paragraphs are contractually binding (“**Binding Provisions**”). Except for the Binding Provisions and the License Agreement (if fully signed), neither this letter nor any verbal, electronic, written or other communications or documents between SSP and Licensor are intended to be contractually binding and are not to be relied upon for any claim of inducement, implied contract, estoppel, contract by performance or similar theory.

5. Assistance with Proposal(s). In the event SSP includes the Restaurant or any other Licensor related concepts as part of its Proposal(s) in response to any RFP at the Airport, Licensor will use best efforts to (a) provide information and assistance to aid SSP’s preparation of the Proposal(s), (b) attend meetings and hearings with SSP and other licensors as part of any RFP process, and (c) only promote SSP’s Proposal(s).

6. Exclusive Relationship. Beginning on the date of this letter and ending two years after the date of an official public announcement by the Airport or applicable governing body of a non-appealable award under any RFP where a Proposal includes the Restaurant or any other Licensor related concept (“**Exclusivity Period**”), Licensor agrees that (a) SSP has the exclusive right to bid and propose the Restaurant and any other Licensor related concept in connection with any Proposal, RFP or other applicable proposal package related to the Airport (collectively, the “**Airport Proposals**”), and (b) Licensor (and its owners or any natural person with an ownership interest in Licensor and any of their close adult family members, such as a current spouse, parent, child, sibling, grandchild, or grandparent) or any of its affiliates or any of its or their representatives will not directly or indirectly enter into any commitments (whether or not binding) or contracts, and will not initiate, solicit, encourage, facilitate or continue any inquiries, discussions or negotiations with any third parties regarding the use of the Trademarks and System or proprietary products of Licensor or its affiliates in response to any Airport Proposals, or any amendments, supplements or re-issues of any Airport Proposals. In addition, during the Exclusivity Period, Licensor (and its owners or any natural person with an ownership interest in Licensor) or any of its affiliates or any of its or their representatives will promptly (and in any event within three days) notify SSP in writing of the receipt of any oral or written offer, indication of interest, proposal or inquiry to an alternative transaction with any third party at the

Airport, such notice to include the material terms thereof, including the identity of the person or group of persons involved.

7. Confidentiality. SSP and Licensor will use the other party's Confidential Information only to further the purposes of this letter and not otherwise for its own use or benefit. Additionally, SSP and Licensor will maintain the secrecy of the other's Confidential Information and will not in any way disclose or transfer such information for a period of three years after the date of this letter (except to their respective employees, attorneys and accountants with a need to know). "Confidential Information" includes the existence and content of this letter and any discussions, negotiations, disclosures, financial records, SSP's brand profitability statement, business plans, recipes, ideas, investigations, business or marketing plans and other trade secrets and confidential information that, under the circumstances surrounding disclosure, should reasonably be treated as confidential and/or proprietary by the recipient, whether in paper, electronic, verbal or other format. However, SSP may make disclosures to the Airport as required by any RFP, and either party may make any disclosures required by subpoena or other legal process after prior written notice to the other party.

8. Miscellaneous. SSP and Licensor agree to not make any statement, oral or written, or to perform any act or omission which causes, or can be reasonably expected to cause, any harm to the other's business, business relationships or reputation. In addition, the parties hereto acknowledge that a breach or threatened breach of this letter would cause irreparable harm for which monetary damages would be an inadequate remedy and that equitable relief, including specific performance and injunctive relief, may be used to enforce the provisions of this Agreement, in addition to any other remedy to which such party may be entitled.

9. Termination of Letter. This letter may be immediately terminated by mutual written agreement of SSP and Licensor.

10. Replacement. If the License Agreement is signed and delivered by SSP and Licensor, it will supersede and replace this letter in its entirety, including the Binding Provisions and despite the provisions of the following paragraph titled *Survival*.

11. Survival. This paragraph and the paragraphs titled *Binding Provisions*, *Exclusive Relationship*, and *Confidentiality* will survive any termination of this letter.

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We believe the proposed relationship between us will be viewed favorably and welcomed by the Airport and by the traveling public. As such, this letter represents an important opportunity to enhance Licensor's brand value and future potential. If the foregoing is acceptable, please sign one copy of this letter and return it to Pat Murray, Deputy CEO. If you have any questions, please do not hesitate to call me. Thank you for the opportunity to express our interest in your company.

***Signatures on next page.***

Respectfully,  
SSP America, Inc.

---

Pat Murray  
Deputy CEO

**Agreed and Accepted:**  
Antonia Lofaso Catering LLC

---

Name:  
Title:



December 30, 2024

Burbank-Glendale-Pasadena Airport Authority.  
Attention: Lanna Aguilera, Sr. Manager, Procurement  
Ref: ADM25-01  
2627 Hollywood Way  
Burbank, CA 91505  
Phone: 818-860-3063  
E-mail: [laguilera@bur.org](mailto:laguilera@bur.org)

RE: Food Service and Retail Concessions Hollywood Burbank Airport RFP No. ADM25-01  
(Protest by MCS Burbank)

Dear Ms. Aguilera:

As the successful proposer on Food Service and Retail Concessions Hollywood Burbank Airport RFP No. ADM25-01 ("RFP") SSP America BUR, LLC ("SSP") submits this response to MCS Burbank, LLC's ("MCS") protest. For the reasons detailed below, the protest should be denied.

#### **I. Introduction.**

On August 12, 2024, the Burbank-Glendale-Pasadena Airport Authority ("BGPAA") issued an RFP seeking proposals from qualified firms to contract for food service and retail concessions at the Hollywood Burbank Airport. SSP timely submitted a proposal to BGPAA. After carefully considering all proposals, BGPAA issued a notice of award to SSP. However, on December 17, 2024, MCS submitted a protest alleging that SSP violated the RFP by entering into an exclusivity agreement with Antonia Lofaso Catering, LLC ("ALC"), rendering its proposal non-responsive.

However, in support of these allegations, MCS's protest only included an unsigned draft Confidential Letter of Intent. The document was not executed, its terms were not agreed upon, nor was any ALC concept used in SSP's proposal. While SSP and ALC engaged in negotiations and exchanged a draft Confidential Letter of Intent, an agreement was never reached. Thus, SSP did not violate the non-exclusivity terms of the RFP.

#### **II. Background.**

SSP strives to secure agreements with brand partners for each specific opportunity at hand. We recognize that some brands are better suited to the opportunity than others, and we work early in the process to secure these partnerships to ensure we have the right partners in place when the RFP is released.



The Food Travel Experts  
20408 Bashan Drive  
Suite 300  
Ashburn, VA 20147, USA

[foodtravelexperts.com/america](http://foodtravelexperts.com/america)

Local, high-quality brands are a key part of our success as an airport food and beverage operator in over 60 airports across North America and Canada.

Our discussions with Chef Antonia Lofaso began in April 2024, when we shared preliminary information about the upcoming opportunity at Burbank Airport and expressed our desire to include her concepts in our proposal. At that time, we provided a draft Confidential Letter of Intent ("LOI"), outlining the terms of a potential agreement. This draft LOI included exclusive partnership language, which is standard in the industry. However, at that time, we were unaware of the exclusivity prohibition contained within the RFP.

Following this, the parties engaged in several rounds of discussions. It was ultimately decided that ALC concepts would not be included in the proposal and an LOI was not executed. Instead, we believed the concepts offered by Happy to Serve You Hospitality Group, Inc. ("HTSYH"), another Chef Antonia Lofaso operation, were more attractive for this opportunity. These concepts included the Scopa Italian Market and Black Market Liquor Bar which are included in the proposal. It's important to note that neither SSP America nor its affiliates entered into an exclusive arrangement with ALC or HTSYH.

### III. Argument.

MCS's protest is based upon the flawed assumption that SSP entered into an exclusive agreement with ALC. This is simply not the case. While SSP did enter negotiations with ALC, the parties never reached an agreement, and its concepts were not used in SSP's proposal. In support of its allegations MCS has only produced an unsigned document which is further proof that no agreement was reached. Finally, MCS does not assert any other claims or challenge BGPAA's evaluation of the proposals. Thus, SSP's proposal was responsive and BGPAA issued a proper notice of award to SSP.

### IV. Conclusion.

For all these reasons, the protest should be denied. Please don't hesitate to reach out if you need any further clarification or assistance.

Sincerely,

A handwritten signature in black ink, appearing to read "Pat Murray".

Pat Murray  
Deputy Chief Executive Officer

---

*I'm a food travel expert from SSP America. We're passionate about bringing cool, authentic restaurants to airports that reflect a taste of place.*



December 30, 2024

Burbank-Glendale-Pasadena Airport Authority.  
Attention: Lanna Aguilera, Sr. Manager, Procurement  
Ref: ADM25-01  
2627 Hollywood Way  
Burbank, CA 91505  
Phone: 818-860-3063  
E-mail: [laguilera@bur.org](mailto:laguilera@bur.org)

RE: Food Service and Retail Concessions Hollywood Burbank Airport RFP No. ADM25-01  
(Protest by MCS Burbank)

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However, in support of these allegations, MCS's protest only included an unsigned draft Confidential Letter of Intent. The document was not executed, its terms were not agreed upon, nor was any ALC concept used in SSP's proposal. While SSP and ALC engaged in negotiations and exchanged a draft Confidential Letter of Intent, an agreement was never reached. Thus, SSP did not violate the non-exclusivity terms of the RFP.

#### **II. Background.**

SSP strives to secure agreements with brand partners for each specific opportunity at hand. We recognize that some brands are better suited to the opportunity than others, and we work early in the process to secure these partnerships to ensure we have the right partners in place when the RFP is released.



Local, high-quality brands are a key part of our success as an airport food and beverage operator in over 60 airports across North America and Canada.

Our discussions with Chef Antonia Lofaso began in April 2024, when we shared preliminary information about the upcoming opportunity at Burbank Airport and expressed our desire to include her concepts in our proposal. At that time, we provided a draft Confidential Letter of Intent (“LOI”), outlining the terms of a potential agreement. This draft LOI included exclusive partnership language, which is standard in the industry. However, at that time, we were unaware of the exclusivity prohibition contained within the RFP.

Following this, the parties engaged in several rounds of discussions. It was ultimately decided that ALC concepts would not be included in the proposal and an LOI was not executed. Instead, we believed the concepts offered by Happy to Serve You Hospitality Group, Inc. (“HTSYH”), another Chef Antonia Lofaso operation, were more attractive for this opportunity. These concepts included the Scopa Italian Market and Black Market Liquor Bar which are included in the proposal. It’s important to note that neither SSP America nor its affiliates entered into an exclusive arrangement with ALC or HTSYH.

### III. Argument.

MCS’s protest is based upon the flawed assumption that SSP entered into an exclusive agreement with ALC. This is simply not the case. While SSP did enter negotiations with ALC, the parties never reached an agreement, and its concepts were not used in SSP’s proposal. In support of its allegations MCS has only produced an unsigned document which is further proof that no agreement was reached. Finally, MCS does not assert any other claims or challenge BGPAA’s evaluation of the proposals. Thus, SSP’s proposal was responsive and BGPAA issued a proper notice of award to SSP.

### IV. Conclusion.

For all these reasons, the protest should be denied. Please don’t hesitate to reach out if you need any further clarification or assistance.

Sincerely,

Pat Murray  
Deputy Chief Executive Officer





20408 Bashan Drive  
Suite 300  
Ashburn, VA 20147, USA  
foodtravelexperts.com/america

January 15, 2025

Burbank-Glendale-Pasadena Airport Authority.  
Attention: Lanna Aguilera, Sr. Manager, Procurement  
Ref: ADM25-01  
2627 Hollywood Way  
Burbank, CA 91505  
Phone: 818-860-3063  
E-mail: [laguilera@bur.org](mailto:laguilera@bur.org)

RE: Food Service and Retail Concessions Hollywood Burbank Airport RFP No. ADM25-01  
(Protest by MCS Burbank)

Dear Ms. Aguilera:

We are in receipt of MCA Burbank's ("MCA") Bid Protest Addendum ("Addendum") and offer the following in response. Therein, MCA claims that SSP America BUR, LLC ("SSP") breached the non-collusion and non-exclusive provisions of the Food Service and Retail Concessions Hollywood Burbank Airport RFP No. ADM25-01 ("RFP") by prohibiting third parties from participating in MCA's proposal.<sup>1</sup> MCA is wrong – SSP did nothing to hinder competition, and its proposal fully complied with the RFP. As detailed in SSP's original opposition submitted to the Burbank-Glendale-Pasadena Airport Authority ("BGPAA" or "the Authority") on December 30, 2024, SSP did not include exclusivity provisions in contracts or otherwise collude with any third parties in any way related to the RFP.

MCA's Addendum continues to rely heavily upon an unsigned draft Confidential Letter of Intent which was never executed and its terms not agreed upon to argue that Scopa Italian Market and Black Market Liquor Bar were precluded by SSP from participating in MCA's proposal. In fact, the final agreement with Happy to Serve You Hospitality Group, Inc. ("HTSYH"), the management company for Scopa Italian Market and Black Market Liquor Bar, does not include exclusive provisions or otherwise prohibit HTSYH, Antonia Lafaso, or any related party from participating in other proposals.

MCA's Addendum also alleges it was informed by Antonia Lafaso, that Scopa Italian Market and Black Market Liquor Bar could not participate in MCA's proposal because it granted exclusivity

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<sup>1</sup> See page 4 of the RFP and Appendix H.



20408 Bashan Drive  
Suite 300  
Ashburn, VA 20147, USA

[foodtravelexperts.com/america](http://foodtravelexperts.com/america)

to SSP. This is simply not correct. Mario Guddemi, HTSYH's manager, will be present on January 22, 2015 at the BGPAA's meeting. Mr. Guddemi will assure the Authority that neither he nor his partner Antonia Lafaso nor any party related to HTSYH, Scopa Italian Market and Black Market Liquor Bar engaged in any collusion or exclusive relationship and will be happy to answer any questions concerning these issues.

For all these additional reasons, the MCA protest should be denied. Please don't hesitate to reach out if you need any further clarification or assistance.

Sincerely

A handwritten signature in black ink, appearing to read "Pat Murray", is written over a horizontal line.

Pat Murray  
Deputy Chief Executive Officer



**September 9, 2024**

Natalie Greene  
Sr. Director, Brands & Concepts  
SSP America, Inc.  
20408 Bashan Drive, Suite 300  
Ashburn, VA 20147

Re: Letter of Authorization

Dear Natalie,

Please accept this letter confirming our authorization that SSP America, Inc. ("SSP") has the rights to include Black Market Liquor Bar restaurants' trademarks, logos and products in the proposal of SSP to the lessor at the Hollywood Burbank Airport ("the Airport") regarding opportunities for development and operations of food and beverage concessions at the Airport.

With this letter, Black Market Liquor Bar grants SSP the rights to operate Black Market Liquor Bar at the Airport as proposed for the duration of the Food Service and Retail Concessions at the Hollywood Burbank Airport to be awarded.

This letter will remain in effect for one year following the date written above, and may be extended by mutual written agreement of the parties.

Sincerely,

Black Market Liquor Bar

Name:

Title:

**SSP America, Inc.**

# SCOPA

ITALIAN ROOTS

**September 9, 2024**

Natalie Greene  
Sr. Director, Brands & Concepts  
SSP America, Inc.  
20408 Bashan Drive, Suite 300  
Ashburn, VA 20147

Re: Letter of Authorization

Dear Natalie,

Please accept this letter confirming our authorization that SSP America, Inc. ("SSP") has the rights to include Scopa restaurants' trademarks, logos and products in the proposal of SSP to the lessor at the Hollywood Burbank Airport ("the Airport") regarding opportunities for development and operations of food and beverage concessions at the Airport.

With this letter, Scopa grants SSP the rights to operate Scopa at the Airport as proposed for the duration of the Food Service and Retail Concessions at the Hollywood Burbank Airport to be awarded.

This letter will remain in effect for one year following the date written above, and may be extended by mutual written agreement of the parties.

Sincerely,

Scopa

Name:

Title:

**SSP America, Inc.**

# SCOPA

ITALIAN ROOTS

**September 9, 2024**

Natalie Greene  
Sr. Director, Brands & Concepts  
SSP America, Inc.  
20408 Bashan Drive, Suite 300  
Ashburn, VA 20147

Re: Letter of Authorization

Dear Natalie,

Please accept this letter confirming our authorization that SSP America, Inc. ("SSP") has the rights to include Scopa restaurants' trademarks, logos and products in the proposal of SSP to the lessor at the Hollywood Burbank Airport ("the Airport") regarding opportunities for development and operations of food and beverage concessions at the Airport.

With this letter, Scopa grants SSP the rights to operate Scopa at the Airport as proposed for the duration of the Food Service and Retail Concessions at the Hollywood Burbank Airport to be awarded.

This letter will remain in effect for one year following the date written above, and may be extended by mutual written agreement of the parties.

Sincerely,

Scopa

Name:

Title:

**SSP America, Inc.**

**Monday, January 20, 2025 at 17:08:41 Pacific Standard Time**

---

**Subject:** FW: LOI & LOA  
**Date:** Monday, January 20, 2025 at 5:08:40 PM Pacific Standard Time  
**From:** Eduardo Roy  
**Attachments:** SSP - Antonia Lofaso LOI Revised 8-27-24.docx, SSP - Black Market Liquor Bar LOA.docx, SSP - Scopa LOA.docx

----- Forwarded message -----

**From:** **Chani Hitt** <[chani.hitt@gmail.com](mailto:chani.hitt@gmail.com)>  
**Date:** Fri, Sep 27, 2024 at 6:32 PM  
**Subject:** LOI & LOA  
**To:** steve mora <[steve@mcsburbank.com](mailto:steve@mcsburbank.com)>  
**Cc:** Antonia Lofaso <[dinnerbelleinc@aol.com](mailto:dinnerbelleinc@aol.com)>

Hi Steve,

Here's the documents for your reference:

**CHANI HITT**

*Sr. Director of Marketing, Business Development & Operations, **Happy to Serve You Hospitality Group***  
Los Angeles, California

c. 520.975.8412

e. [marketing@happytoserveyou.com](mailto:marketing@happytoserveyou.com)

p. [chani.hitt@gmail.com](mailto:chani.hitt@gmail.com)

[DAMA](#) | [Scopa Italian Roots](#) | [Black Market Liquor Bar](#) | [Antonia Lofaso Catering](#) |  
[The Chestnut Club](#) | [The Local Peasant](#) | [Old Lightning](#) | [Chefletics](#)

**Monday, January 20, 2025 at 17:17:25 Pacific Standard Time**

---

**Subject:** FW: LOI & LOA  
**Date:** Monday, January 20, 2025 at 5:08:41 PM Pacific Standard Time  
**From:** Eduardo Roy  
**Attachments:** SSP - Antonia Lofaso LOI Revised 8-27-24.docx, SSP - Black Market Liquor Bar LOA.docx, SSP - Scopa LOA.docx

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**To:** steve mora <[steve@mcsburbank.com](mailto:steve@mcsburbank.com)>  
**Cc:** Antonia Lofaso <[dinnerbelleinc@aol.com](mailto:dinnerbelleinc@aol.com)>

Hi Steve,

Here's the documents for your reference:

**CHANI HITT**

*Sr. Director of Marketing, Business Development & Operations, **Happy to Serve You Hospitality Group***  
Los Angeles, California

c. 520.975.8412  
e. [marketing@happytoserveyou.com](mailto:marketing@happytoserveyou.com)  
p. [chani.hitt@gmail.com](mailto:chani.hitt@gmail.com)

[DAMA](#) | [Scopa Italian Roots](#) | [Black Market Liquor Bar](#) | [Antonia Lofaso Catering](#) |  
[The Chestnut Club](#) | [The Local Peasant](#) | [Old Lightning](#) | [Chefletics](#)



# EXHIBIT

9

# EXHIBIT

5

# EXHIBIT

5

## MCS EXECUTIVE SUMMARY

- I. ON 1/22/25, THE EXECUTIVE COMMITTEE ACCEPTED MCS'S BID PROTEST.
- II. THE COMMITTEE FOUND THE MCS BID PROTEST CREDIBLE BASED ON THE LOFASO 9/27 EMAIL THAT ACKNOWLEDGED ENTERING INTO AN EXCLUSIVE AGREEMENT IN VIOLATION OF THE RFP.
- III. TERENCE BOGA, GENERAL COUNSEL TO THE AIRPORT AUTHORITY HAS TAKEN THE POSITION THAT THE CONTRACT AWARD BY THE AUTHORITY IS A LEGISLATIVE DECISION AND THE AGENCY IS NOT OBLIGATED TO OBTAIN SWORN STATEMENTS, OR SUBPOENA DOCUMENTS IN ORDER TO MAKE A DECISION. CONSEQUENTLY, THE LOFASO 9/27 COMPANY EMAIL IS SUFFICIENT TO MAKE FINDINGS OF SSP'S NON-RESPONSIVE BID EVIDENCING COLLUSION AND A VIOLATION OF THE EXCLUSIVITY PROVISION IN ATTACHMENT H.
- IV. ADDITIONAL FACTS BELOW FINDING SSP NOT IN COMPLIANCE WITH THE RFP:

CLAIM	TRUTH
SSP in Pat Murray's December 30, 2024, letter claimed that "...neither SSP America nor its affiliates <u>entered into</u> an exclusive arrangement with ALC or HTSYH."	<ul style="list-style-type: none"> <li>• Lofaso's Senior Director, Chani Hitt's email of September 27, 2024, to Steven Mora confirmed:               <ul style="list-style-type: none"> <li>• that an LOI was signed by a partner of Lofaso's company,</li> <li>• they were part of another bid,</li> <li>• and Lofaso's companies and MCS could not talk further until they checked with legal out of concern of a breach of contract or risk of litigation.</li> </ul> </li> <li>• <b>Neither Lofaso, Murray, Staff, SSP Counsel, nor Hitt denied the facts of the Lofaso company email.</b></li> </ul>
SSP claimed that while an April 2024 LOI draft included exclusivity language, exclusivity was not included in any later version.	<ul style="list-style-type: none"> <li>• Murray's statement was false. The version of the LOI dated August 27, 2024 (over 2 weeks after the August 12, 2024, RFP public release), provided by Lofaso to MCS, had revised financial terms but included the <u>exact same exclusivity language</u> that was in the April 29, 2024, version.               <ul style="list-style-type: none"> <li>• See attached redline document comparison. This clearly refutes SSP's claim that once they knew about the Authority's prohibition of exclusivity in the RFP released on August 12, 2024, SSP adhered to the strict RFP rules.</li> </ul> </li> </ul>
Murray claimed at the Executive Committee meeting that exclusivity was rescinded on September 9, 2024.	<ul style="list-style-type: none"> <li>• No proof or evidence of a rescission was presented in SSP's letters of December 30, 2024, or January 15, 2025.</li> </ul>

CLAIM	TRUTH
	<ul style="list-style-type: none"> <li>• Murray’s statement at the Executive Committee meeting that the exclusivity was rescinded on September 9, 2024, contradicted the December 30, 2024, letter that there never was exclusivity. If, as claimed, there was no exclusivity, there would have been nothing to rescind.</li> <li>• Also omitted by Murray in the SSP letters is what agreements existed between SSP and the actual entities that own Scopa (The Washington Group LLC) and Black Market (The Long Beach Group LLC).</li> </ul>
<p>Mario Guddemi, manager/managing executive of all Lofaso entities, claimed at the Executive Committee meeting that an LOI was issued on September 30, 2024, without exclusivity.</p>	<ul style="list-style-type: none"> <li>• No proof or evidence of a non-exclusive LOI was presented in SSP’s letters of December 30, 2024, or January 15, 2025, to support Guddemi’s statement that there was a new, non-exclusive LOI issued on September 30, 2024.</li> </ul>
<p>Murray claimed that “letters of authorization” for Scopa and Black Market were from a different and separate entity, and not Antonia Lofaso Catering LLC.</p>	<ul style="list-style-type: none"> <li>• There is a distinct difference between a “letter of authorization,” which authorized SSP to include the brands, as opposed to a “letter of intent” (regardless of whether it is exclusive or not), which sets forth material financial and business terms, which is what MCS presented to the Authority.</li> <li>• Because Guddemi manages all Lofaso-related entities, and because the LOI’s exclusivity binds all related and affiliated entities and persons, Murray’s claim is misleading.</li> </ul>
<p>Airport Authority Counsel states that “an agency is not obligated to obtain sworn statements, or to subpoena documents, from proposers and interested parties in order to make such a decision .... Second, state law expressly declares that airport operators do not have to take evidence or make findings of fact when awarding exclusive or limited concession agreements ... [because] ... the contract award is a legislative decision.</p>	<ul style="list-style-type: none"> <li>• Airport Counsel has not refuted, denied, nor discredited Lofaso’s senior manager’s email of September 27, 2024: <ul style="list-style-type: none"> <li>• That, as of September 27, an LOI was signed by a partner of Lofaso’s company,</li> <li>• Lofaso’s companies were part of another bid,</li> <li>• That they could not talk further until they checked with legal out of concern of a breach of contract or risk of litigation.</li> </ul> </li> <li>• <b>Neither Lofaso, Murray, Staff, SSP Counsel, nor Hitt denied the facts of the Lofaso company email.</b></li> <li>• Given that two additional purported documents (the September 9th rescission and September 30th non-exclusive LOI) were not submitted previously by SSP, any submission after the Executive Committee meeting is now suspect as to credibility and no further investigation is required by the Authority.</li> </ul>

~~April 29~~ August 27, 2024

645 W 9<sup>th</sup> St. Ste 218  
Los Angeles, CA 90015

**BUR  
LAX  
Antonia Lofaso Catering LLC**

### CONFIDENTIAL LETTER OF INTENT

Dear Ms. Lofaso:

This letter confirms the intent of SSP America, Inc. (“**SSP**”) and Antonia Lofaso Catering LLC (“**Licensor**”) to enter into a definitive brand license agreement (“**License Agreement**”) for the development and operation of food and beverage concessions at Hollywood-Burbank Airport or Los Angeles International Airport (“**Airport**”).

1. Background. SSP intends to submit one or more proposals (“**Proposal(s)**”) to develop food and beverage concessions in response to any Request for Proposal made by the Airport (“**RFP(s)**”). As part of its Proposal(s), SSP may include one or more Antonia Lofaso concepts (“**Restaurant(s)**”) featuring Licensor’s owned or licensed proprietary trade names, trademarks, trade dress, recipes, products, know-how and unique operating systems (collectively, the “**Trademarks and System**”).

2. License Agreement Provisions. The License Agreement will be prepared by SSP and will have the following provisions:

a. Ownership and Capitalization. SSP will own and operate the Restaurant and will be solely responsible to pay for all third-party costs of design, construction, equipment and operations at its sole discretion, with Licensor providing input from the date of the project kickoff to the 60% design stage of the Restaurant.

b. Fees. SSP will pay Licensor, on a quarterly basis, a royalty fee equal to 4% of the Restaurant’s net revenue based upon SSP’s fiscal year and brand profitability statement (“**Royalty Fee**”). Other than the foregoing fees, SSP will not pay Licensor any other fees, costs, expenses or charges relating in any way to any Proposal, RFP, Restaurant and License Agreement.

OR

b. Fees. SSP will pay Licensor, on a quarterly basis, a management fee equal to 20% of the Restaurant’s profits based upon SSP’s fiscal year and brand profitability statement (“**Management Fee**”). Licensor acknowledges that all administrative costs, distribution, storage, corporate and other operating costs shall form part of the expense portion of such statement. Other than the foregoing fees, SSP will not pay Licensor any other fees, costs, expenses or charges relating in any way to any Proposal, RFP, Restaurant and License Agreement. In addition, if at any time or for any reason, Licensor closes all restaurants that use the Trademarks and/or System within a 50 mile radius of the Airport, then Licensor will no longer be entitled to any fees, including without limitation, the Management Fee under the License Agreement.

c. Menu; Products. With input from Licensor, SSP will develop and implement the menu for the Restaurant and, as needed from time to time, may modify the menu and dining formats for the Restaurant. To maximize SSP’s supply chain efficiencies, Licensor and SSP will work together to ensure all products for the

Restaurant may be purchased by SSP from its preferred suppliers. Licensor will not receive commissions, credits or other compensation from any third-party vendors relating to purchases by SSP for the Restaurant.

d. Licensor Assistance. Licensor will provide information and assistance for architectural plans and drawings, signage, menu design, and recipes, and Licensor will provide pre-opening, opening and post-opening training. Licensor will also provide SSP with a complete and comprehensive manual for the development and operation of the Restaurant.

e. License Agreement Term. The initial term of the License Agreement will coincide with the term of the Airport lease that includes the Restaurant (“**Lease**”), and will be renewable at the option of SSP if the Lease term is extended. Because of the unique nature of airports, the Restaurant may be relocated within the Airport, temporarily closed or permanently closed or rebranded before the end of the initial term of the License Agreement.

f. Other Provisions. The License Agreement will include other provisions that are standard in the airport food and beverage concession industry.

3. Target Date. SSP and Licensor will use reasonable efforts to negotiate and execute the License Agreement within 90 days after the signing of the Lease by SSP and the Airport (“**Target Date**”).

#### **BINDING PROVISIONS**

4. Binding Provisions. This paragraph and all the following numbered paragraphs are contractually binding (“**Binding Provisions**”). Except for the Binding Provisions and the License Agreement (if fully signed), neither this letter nor any verbal, electronic, written or other communications or documents between SSP and Licensor are intended to be contractually binding and are not to be relied upon for any claim of inducement, implied contract, estoppel, contract by performance or similar theory.

5. Assistance with Proposal(s). In the event SSP includes the Restaurant or any other Licensor related concepts as part of its Proposal(s) in response to any RFP at the Airport, Licensor will use best efforts to (a) provide information and assistance to aid SSP’s preparation of the Proposal(s), (b) attend meetings and hearings with SSP and other licensors as part of any RFP process, and (c) only promote SSP’s Proposal(s).

6. Exclusive Relationship. Beginning on the date of this letter and ending two years after the date of an official public announcement by the Airport or applicable governing body of a non-appealable award under any RFP where a Proposal includes the Restaurant or any other Licensor related concept (“**Exclusivity Period**”), Licensor agrees that (a) SSP has the exclusive right to bid and propose the Restaurant and any other Licensor related concept in connection with any Proposal, RFP or other applicable proposal package related to the Airport (collectively, the “**Airport Proposals**”), and (b) Licensor (and its owners or any natural person with an ownership interest in Licensor and any of their close adult family members, such as a current spouse, parent, child, sibling, grandchild, or grandparent) or any of its affiliates or any of its or their representatives will not directly or indirectly enter into any commitments (whether or not binding) or contracts, and will not initiate, solicit, encourage, facilitate or continue any inquiries, discussions or negotiations with any third parties regarding the use of the Trademarks and System or proprietary products of Licensor or its affiliates in response to any Airport Proposals, or any amendments, supplements or re-issues of any Airport Proposals. In addition, during the Exclusivity Period, Licensor (and its owners or any natural person with an ownership interest in Licensor) or any of its affiliates or any of its or their representatives will promptly (and in any event within three days) notify SSP in writing of the receipt of any oral or written offer, indication of interest, proposal or inquiry to an alternative transaction with any third party at the

Airport, such notice to include the material terms thereof, including the identity of the person or group of persons involved.

7. Confidentiality. SSP and Licensor will use the other party's Confidential Information only to further the purposes of this letter and not otherwise for its own use or benefit. Additionally, SSP and Licensor will maintain the secrecy of the other's Confidential Information and will not in any way disclose or transfer such information for a period of three years after the date of this letter (except to their respective employees, attorneys and accountants with a need to know). "**Confidential Information**" includes the existence and content of this letter and any discussions, negotiations, disclosures, financial records, SSP's brand profitability statement, business plans, recipes, ideas, investigations, business or marketing plans and other trade secrets and confidential information that, under the circumstances surrounding disclosure, should reasonably be treated as confidential and/or proprietary by the recipient, whether in paper, electronic, verbal or other format. However, SSP may make disclosures to the Airport as required by any RFP, and either party may make any disclosures required by subpoena or other legal process after prior written notice to the other party.

8. Miscellaneous. SSP and Licensor agree to not make any statement, oral or written, or to perform any act or omission which causes, or can be reasonably expected to cause, any harm to the other's business, business relationships or reputation. In addition, the parties hereto acknowledge that a breach or threatened breach of this letter would cause irreparable harm for which monetary damages would be an inadequate remedy and that equitable relief, including specific performance and injunctive relief, may be used to enforce the provisions of this Agreement, in addition to any other remedy to which such party may be entitled.

9. Termination of Letter. This letter may be immediately terminated by mutual written agreement of SSP and Licensor.

10. Replacement. If the License Agreement is signed and delivered by SSP and Licensor, it will supersede and replace this letter in its entirety, including the Binding Provisions and despite the provisions of the following paragraph titled *Survival*.

11. Survival. This paragraph and the paragraphs titled *Binding Provisions*, *Exclusive Relationship*, and *Confidentiality* will survive any termination of this letter.

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We believe the proposed relationship between us will be viewed favorably and welcomed by the Airport and by the traveling public. As such, this letter represents an important opportunity to enhance Licensor's brand value and future potential. If the foregoing is acceptable, please sign one copy of this letter and return it to Pat Murray, Deputy CEO. If you have any questions, please do not hesitate to call me. Thank you for the opportunity to express our interest in your company.

*Signatures on next page*



Respectfully,  
SSP America, Inc.

---

Pat Murray  
Deputy CEO

**Agreed and Accepted:**  
Antonia Lofaso Catering LLC

---

Name:

Title:

**IN THE MATTER OF MCS BURBANK, LLC’s PROTEST OF SSP AMERICA BUR, LLC’s BID**

**Project:** Request for Proposals ADM25-01 Food Service and Retail Concessions Hollywood Burbank Airport (“RFP”)

**Bid Recommendation of Award Date:** December 17, 2024

**Bid Protest Date:** December 19, 2024

**Bid Protest Second Addendum**

**Date:** January 28, 2025

**Nature of Protest:** RFP Package 1 (“Package 1”):

1. SSP America BUR, LLC (“SSP”) did not submit a responsive bid due to its violation of the RFP including the non-exclusivity provisions in APPENDIX H PROHIBITION ON EXCLUSIVITY FORM; and

2. SSP America BUR, LLC (“SSP”) did not submit a responsive bid due to its violation of the “non-collusion” provision of the RFP regarding the competitive opportunity and financial offer.

**Submitted By:** MCS Burbank, LLC (“MCS”) through Mr. Eduardo G. Roy of Prometheus Partners L.L.P., its attorneys.

**Submitted To:** Lanna Aguilera, C.P., Senior Manager, Procurement, [laguilera@bur.org](mailto:laguilera@bur.org); Terrance Boga, General Counsel for the Burbank-Glendale-Pasadena Airport Authority (“Authority”)

**DECLARATION OF STEVE MORA**

I, Steve Mora, declare and affirm as follows:

1. I am the President and a member of MCS Burbank, LLC (“MCS”) which submitted the above Bid Protest.

2. I am making this declaration to provide relevant information to the Authority Executive Committee for its due consideration at its January 22, 2025, Meeting.

3. I have personal knowledge of the following facts and, if called upon, could and would competently testify thereto.

4. Prior to the Authority’s publication of the RFP, Antonia and her brands were not part of MCS’s concept for the Airport. However, on August 12, 2024, when the RFP was published, it required:

- **Freestanding Bar.** Full-service, upscale bar with a limited menu featuring food using non-disposable service ware from the gourmet market and restaurants located in the food court. Hot and cold entrees, hot sides, salads, and appetizers must be available. A full-service bar must be offered, featuring local and national beers, craft cocktails, and a good selection of California state wines. The build-out must be low-profile with nothing above the bar that impedes the view of the artwork above from passengers entering the terminal.
  - **Gourmet Market with Pizza.** Local, regional, or national brand established market or chef-driven market featuring high quality, freshly prepared gourmet food and beverage products, including pastas, salads, and light entrees; cheese, olives, and bread; desserts and baked goods; fresh produce; healthy snack items; yogurts; cereal; and other items that can be found in distinctive gourmet markets. Prepared entrees, either to be heated and ready to eat (such as a portion of lasagna) or packaged for later consumption, must be available to customers for takeout. A variety of cold canned and bottled beverages must also be available, including popular independent brands. Specialty local food products, such as gourmet candy, must be offered for passengers to purchase for consumption or as a gift.
5. Based on these requirements in the RFP, I sought out Antonia Lofaso because I was familiar with her brands including Black Market Liquor Bar (“Black Market”) and Scopa Italian Roots (“Scopa) and believed they would be ideal for the concept I had then developed for the Airport concessions.
  6. On September 9, 2024, I telephoned Ms. Lofaso and inquired whether she would be willing to partner with MCS so that I could list her and her brands in my forthcoming bid. Ms. Lofaso indicated that she was interested in doing so but believed that she might have a conflict since she was already in communication with another bidder. She indicated she would investigate this, and we agreed to speak again after she investigated if she was in conflict by signing with MCS.
  7. On September 15, 2024, I received an email from Ms. Lofaso at 2:22pm, a true and accurate copy of which is attached hereto as Exhibit “1”. This email stated: “Steve great talking to you on Monday. Could you pls tell me again what information you need on deck for next steps? Just information and content on me correct? Chani can assist. Thank you.” I understood from my earlier conversation with Ms. Lofaso that “Chani” was her Senior Director for her many businesses and brands. This email from Ms. Lofaso identified Black Market and Scopa at the bottom.
  8. On September 15, 2024, at 4:53 PM, I sent an email to Jeff Guerra and Chani Hitt in which I introduced them, anticipating that we would be working together on the subject RFP, a true and accurate copy of which is attached hereto as Exhibit “2.” This email

stated: “Jeff, please meet Chani. Chani Please meet Jeff. Jeff, Chani will assist you in getting collateral material for the Antonia Lofaso concept we are proposing in the center core. I sent an email to Antonia letting her know that we need to go over the proposed menu and concept with Joe and Karl to keep the design moving forward.” Jeff Guerra was then assisting MCS with its forthcoming bid to the Authority. Ms. Lofaso did not object in any way to this email.

9. On September 16, 2024. I sent an email to Chani Hitt and Jeff Guerra which stated: “Hi Chani! We're looking forward to working with you to build a winning proposal, and only need a few key items from you at this stage. Steve mentioned the brand's collateral material, and specifically we're looking for these 3 pieces: 1) A marketing deck and/or other materials that detail the brand story and highlight key features 2) Good quality photos (i.e. food, existing Lofaso spaces, employees) 3) Digital logo file (jpg, png, or ai file, all work) I understand Steve will be working with Antonia to develop that menu, and we'll also need that as soon as it's ready. Thank you and talk soon!” A true and accurate copy of this email is attached hereto as Exhibit “3”.
10. On September 24, 2024, at 11:43 am, I emailed to Ms. Hitt a description of certain required concessions in the RFP that I believed would fit their brands well. A true and accurate copy of which is attached hereto as Exhibit “4”. Two minutes later, Ms. Hitt emailed me back, stating, “Received. Thank you!” This email identified Ms. Hitt as the “*Sr. Director of Marketing, Business Development & Operations, Happy to Serve You Hospitality Group* Los Angeles, California.” This email also identified at the bottom [Scopa Italian Roots | Black Market Liquor Bar | Antonia Lofaso Catering](#) as related brands and businesses.
11. On September 27, 2024, at 9:21 am, I received an email from Ms, Hitt of Happy to Serve Hospitality Group, with a cc to Ms. Lofaso, in which she stated: “Hi Steve, Hope your week went well! Following up here... **As Antonia disclosed to you, we currently are part of another bid for the BUR airport. An LOI was signed with that company by one of the other partners, however, it was not signed by Antonia. We are having her legal check the contents of the agreement, as we do not want to risk any potential breach of contract or future litigation issues. As soon as legal gives us the green light, we can provide you with our menu (as we have it ready and I know we’re on a tight timeline!).** Thank you for your patience, and please let us know if you have any questions/concerns.” A true and accurate copy of this email is attached hereto as Exhibit “6” (emphasis added).
12. On September 27, 2024, at 10:12 AM, I sent an email to Chani Hitt with the subject “Appendix H Burbank” to which I attached Appendix H of the RFP. I highlighted the exclusivity language so that she would see that entering into an exclusive agreement with SSP was a material violation of the RFP. The email to Ms. Hitt stated: “Here is the document that all proposers must sign.” Since Ms. Lofaso was refusing to allow her brands to be listed on MCS’s bid, I wanted her to be aware of this Attachment. A true and accurate copy of this email is attached hereto as Exhibit “7”.

13. On September 27, 2024, at 6:32 pm, I received an email from Chanti Hitt which stated: “Hi Steve, here’s the documents for your reference.” Attached to this email was the Confidential Letter of Intent which Ms. Hitt stated had been signed by Ms. Lofaso’s partner. A true and accurate copy of this email with the attached Letter of Intent is attached hereto as Exhibit “8”.
14. Based on Ms. Lofaso’s “Exclusive Agreement” with SSP I was not able to include “Black Market nor Scopa” in MCS’s bid.
15. Following MCS’s Bid Protest, on December 20, 2024, I received a telephone call from Ms. Lofaso. During this call, Ms. Lofaso was yelling at me from the beginning of the call to the end. She stated, “You had no business turning over my LOI to the Commission. That document was confidential – I did not give you authority to disclose that document. I’m calling Guy (Fieri) and telling him what you did. Why did you turn over the letter you had no right.” I responded to Ms. Lofaso that “of course I turned it over. I told you it was a material violation of the RFP and that you and SSP were in violation of the RFP. You were not beholden to SSP-- you could sign with as many people as you wanted. It was a violation of the RFP to sign an exclusive agreement.” It was clear to me that Ms. Lofaso was very upset because I had informed the Authority of SSP’s bid collusion, fraud, and violations of the RFP. A true and correct screen shot of this call from Ms. Lofaso is attached hereto as Exhibit “9”.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on January 28, 2025, in Burbank, California.

  
\_\_\_\_\_  
Steve Mora

# EXHIBIT

1

Jeff,

Chani will assist you in getting collateral material for the Antonia Lofaso concept we are proposing in the center core. I sent an email to Antonia letting her know that we need to go over the proposed menu and concept with Joe and Karl to keep the design moving forward.

Steve

On Sun, Sep 15, 2024 at 2:22 PM Antonia Lofaso

<antoniaofaso@icloud.com> wrote:

Steve great talking to you on Monday. Could you pls tell me again what information you need on deck for next steps? Just information and content on me correct ? Chani can assist

Thank you

AL

**ANTONIA LOFASO**

Mother + Chef + Author + TV Personality

[instagram](#) • [facebook](#) • [twitter](#)

***Eat well. Cook well. Be Inspired.***

[Chef Antonia](#) | [Scopa Italian Roots](#) | [Black Market Liquor Bar](#) | [Antonia Lofaso Catering](#) | [Chefletics](#) | [DAMA](#)

Sent from my OG AOL account



# EXHIBIT

2



or chef-driven market featuring high quality, freshly-prepared gourmet food and beverage products, including pastas, salads, and light entrees; cheese, olives, and bread; desserts and baked goods; fresh produce; healthy snack items; yogurts; cereal; and other items that can be found in distinctive gourmet markets. Prepared entrees, either to be heated and ready to eat (such as a portion of lasagna) or packaged for later consumption, must be available to customers for takeout. A variety of cold canned and bottled beverages must also be available, including popular independent brands. Specialty local food products, such as gourmet candy, must be offered for passengers to purchase for consumption or as a gift. The market may also offer a variety of single-serving bottles or cans of beer and wine. Bottles of California wine may also be offered for purchase for off-site consumption with the proper license. The unit must have a full-service, separately staffed pizza counter serving made-to order pizza cooked in a pizza oven in view of the guests, including breakfast pizzas in the morning.

On Mon, Sep 16, 2024 at 6:37 AM Jeff Guerra <[jguerra@greaterthandd.com](mailto:jguerra@greaterthandd.com)> wrote:

Hi Chani! We're looking forward to working with you to build a winning proposal, and only need a few key items from you at this stage. Steve mentioned the brand's collateral material, and specifically we're looking for these 3 pieces:

- 1) A marketing deck and/or other materials that detail the brand story and highlight key features
- 2) Good quality photos (i.e. food, existing Lofaso spaces, employees)
- 3) Digital logo file (jpg, png, or ai file, all work)

I understand Steve will be working with Antonia to develop that menu, and we'll also need that as soon as it's ready. Thank you and talk soon!

On Sun, Sep 15, 2024 at 4:53 PM steve mora <[steve@mcsburbank.com](mailto:steve@mcsburbank.com)> wrote:  
Jeff, please meet Chani. Chani Please meet Jeff.

Jeff,

Chani will assist you in getting collateral material for the Antonia Lofaso concept we are proposing in the center core. I sent an email to Antonia letting her know that we need to go over the proposed menu and concept with Joe and Karl to keep the design moving forward.

Steve

On Sun, Sep 15, 2024 at 2:22 PM Antonia Lofaso  
<[antoniaofaso@icloud.com](mailto:antoniaofaso@icloud.com)> wrote:

Steve great talking to you on Monday. Could you pls tell me again what information you need on deck for next steps? Just information and content on me correct ? Chani can assist

Thank you

AL

**ANTONIA LOFASO**

Mother + Chef + Author + TV Personality

[instagram](#) • [facebook](#) • [twitter](#)

***Eat well. Cook well. Be Inspired.***

[Chef Antonia](#) | [Scopa Italian Roots](#) | [Black Market Liquor Bar](#) | [Antonia Lofaso Catering](#) | [Chefletics](#) | [DAMA](#)

Sent from my OG AOL account



# EXHIBIT

3

or chef-driven market featuring high quality, freshly-prepared gourmet food and beverage products, including pastas, salads, and light entrees; cheese, olives, and bread; desserts and baked goods; fresh produce; healthy snack items; yogurts; cereal; and other items that can be found in distinctive gourmet markets. Prepared entrees, either to be heated and ready to eat (such as a portion of lasagna) or packaged for later consumption, must be available to customers for takeout. A variety of cold canned and bottled beverages must also be available, including popular independent brands. Specialty local food products, such as gourmet candy, must be offered for passengers to purchase for consumption or as a gift. The market may also offer a variety of single-serving bottles or cans of beer and wine. Bottles of California wine may also be offered for purchase for off-site consumption with the proper license. The unit must have a full-service, separately staffed pizza counter serving made-to order pizza cooked in a pizza oven in view of the guests, including breakfast pizzas in the morning.

On Mon, Sep 16, 2024 at 6:37 AM Jeff Guerra <jguerra@greaterthandd.com> wrote:

Hi Chani! We're looking forward to working with you to build a winning proposal, and only need a few key items from you at this stage. Steve mentioned the brand's collateral material, and specifically we're looking for these 3 pieces:

- 1) A marketing deck and/or other materials that detail the brand story and highlight key features
- 2) Good quality photos (i.e. food, existing Lofaso spaces, employees)
- 3) Digital logo file (jpg, png, or ai file, all work)

I understand Steve will be working with Antonia to develop that menu, and we'll also need that as soon as it's ready. Thank you and talk soon!

On Sun, Sep 15, 2024 at 4:53 PM steve mora <steve@mcsburbank.com> wrote:  
Jeff, please meet Chani. Chani Please meet Jeff.

# EXHIBIT

4

Monday, January 20, 2025 at 16:15:50 Pacific Standard Time

**Subject:** Fwd: Deck needed  
**Date:** Sunday, January 19, 2025 at 8:19:08 AM Pacific Standard Time  
**From:** steve mora  
**To:** Eduardo Roy, Don Wanland  
**Attachments:** BUR-Lofaso-AuthLetter01.docx

----- Forwarded message -----

From: **steve mora** <[steve@mcsburbank.com](mailto:steve@mcsburbank.com)>  
Date: Tue, Sep 24, 2024 at 6:06 PM  
Subject: Re: Deck needed  
To: Chani Hitt <[chani.hitt@gmail.com](mailto:chani.hitt@gmail.com)>

Chani,

Here is the LOI we spoke about. Please return it on your letterhead.

Steve

On Tue, Sep 24, 2024 at 11:45 AM Chani Hitt <[chani.hitt@gmail.com](mailto:chani.hitt@gmail.com)> wrote:  
Received.

Thank you!

**CHANI HITT**

*Sr. Director of Marketing, Business Development & Operations, Happy to Serve You*  
**Hospitality Group**  
Los Angeles, California

c. 520.975.8412

e. [marketing@happytoserveyou.com](mailto:marketing@happytoserveyou.com)

p. [chani.hitt@gmail.com](mailto:chani.hitt@gmail.com)

DAMA | Scopa Italian Roots | Black Market Liquor Bar | Antonia Lofaso Catering |  
The Chestnut Club | The Local Peasant | Old Lightning | Chefletics

On Sep 24, 2024, at 11:43 AM, steve mora <[steve@mcsburbank.com](mailto:steve@mcsburbank.com)> wrote:

Gourmet Market with Pizza. Local, regional, or national brand established market

or chef-driven market featuring high quality, freshly-prepared gourmet food and beverage products, including pastas, salads, and light entrees; cheese, olives, and bread; desserts and baked goods; fresh produce; healthy snack items; yogurts; cereal; and other items that can be found in distinctive gourmet markets. Prepared entrees, either to be heated and ready to eat (such as a portion of lasagna) or packaged for later consumption, must be available to customers for takeout. A variety of cold canned and bottled beverages must also be available, including popular independent brands. Specialty local food products, such as gourmet candy, must be offered for passengers to purchase for consumption or as a gift. The market may also offer a variety of single-serving bottles or cans of beer and wine. Bottles of California wine may also be offered for purchase for off-site consumption with the proper license. The unit must have a full-service, separately staffed pizza counter serving made-to order pizza cooked in a pizza oven in view of the guests, including breakfast pizzas in the morning.

On Mon, Sep 16, 2024 at 6:37 AM Jeff Guerra <jguerra@greaterthandd.com> wrote:

Hi Chani! We're looking forward to working with you to build a winning proposal, and only need a few key items from you at this stage. Steve mentioned the brand's collateral material, and specifically we're looking for these 3 pieces:

- 1) A marketing deck and/or other materials that detail the brand story and highlight key features
- 2) Good quality photos (i.e. food, existing Lofaso spaces, employees)
- 3) Digital logo file (jpg, png, or ai file, all work)

I understand Steve will be working with Antonia to develop that menu, and we'll also need that as soon as it's ready. Thank you and talk soon!

On Sun, Sep 15, 2024 at 4:53 PM steve mora <steve@mcsburbank.com> wrote:  
Jeff, please meet Chani. Chani Please meet Jeff.

# EXHIBIT

6



**Monday, January 20, 2025 at 17:25:28 Pacific Standard Time**

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**Subject:** FW: Deck needed

**Date:** Monday, January 20, 2025 at 5:25:02 PM Pacific Standard Time

**From:** Eduardo Roy

----- Forwarded message -----

**From:** **Chani Hitt** <[chani.hitt@gmail.com](mailto:chani.hitt@gmail.com)>

**Date:** Fri, Sep 27, 2024 at 9:21 AM

**Subject:** Re: Deck needed

**To:** steve mora <[steve@mcsburbank.com](mailto:steve@mcsburbank.com)>

**Cc:** Antonia Lofaso <[dinnerbelleinc@aol.com](mailto:dinnerbelleinc@aol.com)>

Hi Steve,

Hope your week went well!

Following up here...

As Antonia disclosed to you, we currently are part of another bid for the BUR airport.

An LOI was signed with that company by one of the other partners, however, it was not signed by Antonia.

We are having her legal check the contents of the agreement, as we do not want to risk any potential breach of contract or future litigation issues.

As soon as legal gives us the green light, we can provide you with our menu (as we have it ready and I know we're on a tight timeline!).

Thank you for your patience, and please let us know if you have any questions/concerns.

All My Best,

**CHANI HITT**

*Sr. Director of Marketing, Business Development & Operations, **Happy to Serve You***  
**Hospitality Group**

Los Angeles, California

c. 520.975.8412

e. [marketing@happytoserveyou.com](mailto:marketing@happytoserveyou.com)

[p.chani.hitt@gmail.com](mailto:p.chani.hitt@gmail.com)

[DAMA](#) | [Scopa Italian Roots](#) | [Black Market Liquor Bar](#) | [Antonia Lofaso Catering](#) |  
[The Chestnut Club](#) | [The Local Peasant](#) | [Old Lightning](#) | [Chefletics](#)

# EXHIBIT

7

**Monday, January 20, 2025 at 16:38:53 Pacific Standard Time**

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**Subject:** FW: Appendix H Burbank RFP  
**Date:** Monday, January 20, 2025 at 4:38:13 PM Pacific Standard Time  
**From:** Eduardo Roy  
**Attachments:** Appendix\_H.pdf

----- Forwarded message -----

From: **steve mora** <[steve@mcsburbank.com](mailto:steve@mcsburbank.com)>  
Date: Fri, Sep 27, 2024 at 10:12 AM  
Subject: Appendix H Burbank RFP  
To: Chani Hitt <[chani.hitt@gmail.com](mailto:chani.hitt@gmail.com)>

Chani,

Here is the document that all proposers must sign. In addition, I'm wondering if they proposed a new EBITDA deal or a royalty based on gross which is what we have with all our partners. I know they tried that with the Fat Sal's guy's and others I spoke to.

Steve

APPENDIX H

PROHIBITION ON EXCLUSIVITY FORM

The following form must be executed by authorized representatives of Proposer as well as proposed sub-concessionaires, ACDBEs, small business operators, and local business operators. Please complete one form for each proposed firm and submit with Proposal.

Proposer and all proposed sub-concessionaires, ACDBEs, small business operators, and local business operators hereby certify that, as of the Proposal Deadline set forth in this RFP, neither Proposer nor any entity comprising Proposer is a party to any agreement with, or otherwise imposes any condition on, any proposed sub-concessionaire, ACDBE, small business operator, or local business operator that seeks to restrict the ability of such sub-concessionaire or operator to participate as a sub-concessionaire, franchisor, licensor, or product vendor, using the same concept/brand or otherwise, with any other Proposer that may submit a Proposal in response to this RFP or any other Airport concession RFP issued by the Authority contemporaneously herewith.

This certification pertains only to exclusive arrangements between Proposer and any actual or proposed sub-concessionaire(s), ACDBEs, small business operator, or local business operator. It shall not restrict Proposer's right to enter into or maintain exclusive joint venture partnerships, exclusive franchise or licensing arrangements with national brands, nor shall it prohibit Proposer from requiring that proposed sub-concessionaires, ACDBEs, small business operators, or local business operators enter into appropriate nondisclosure agreements governing proprietary information provided by Proposer related to this RFP and the Proposal.

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 2024

\_\_\_\_\_  
(Signature of **Proposer's** authorized representative)

\_\_\_\_\_  
(Signatory's Title)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Signature of Authorized Representative of Proposed Sub-concessionaire, ACDBE, Small Business Operator, or Local Business Operator)

\_\_\_\_\_  
(Signatory's Title)

\_\_\_\_\_  
(Company Name)

# EXHIBIT

8

**August 27, 2024**

645 W 9<sup>th</sup> St. Ste 218  
Los Angeles, CA 90015

**BUR  
LAX  
Antonia Lofaso Catering LLC**

### **CONFIDENTIAL LETTER OF INTENT**

Dear Ms. Lofaso:

This letter confirms the intent of SSP America, Inc. (“**SSP**”) and Antonia Lofaso Catering LLC (“**Licensor**”) to enter into a definitive brand license agreement (“**License Agreement**”) for the development and operation of food and beverage concessions at Hollywood-Burbank Airport or Los Angeles International Airport (“**Airport**”).

1. **Background.** SSP intends to submit one or more proposals (“**Proposal(s)**”) to develop food and beverage concessions in response to any Request for Proposal made by the Airport (“**RFP(s)**”). As part of its Proposal(s), SSP may include one or more Antonia Lofaso concepts (“**Restaurant(s)**”) featuring Licensor’s owned or licensed proprietary trade names, trademarks, trade dress, recipes, products, know-how and unique operating systems (collectively, the “**Trademarks and System**”).

2. **License Agreement Provisions.** The License Agreement will be prepared by SSP and will have the following provisions:

a. **Ownership and Capitalization.** SSP will own and operate the Restaurant and will be solely responsible to pay for all third-party costs of design, construction, equipment and operations at its sole discretion, with Licensor providing input from the date of the project kickoff to the 60% design stage of the Restaurant.

b. **Fees.** SSP will pay Licensor, on a quarterly basis, a royalty fee equal to 4% of the Restaurant’s net revenue based upon SSP’s fiscal year and brand profitability statement (“**Royalty Fee**”). Other than the foregoing fees, SSP will not pay Licensor any other fees, costs, expenses or charges relating in any way to any Proposal, RFP, Restaurant and License Agreement.

OR

b. **Fees.** SSP will pay Licensor, on a quarterly basis, a management fee equal to 20% of the Restaurant’s profits based upon SSP’s fiscal year and brand profitability statement (“**Management Fee**”). Licensor acknowledges that all administrative costs, distribution, storage, corporate and other operating costs shall form part of the expense portion of such statement. Other than the foregoing fees, SSP will not pay Licensor any other fees, costs, expenses or charges relating in any way to any Proposal, RFP, Restaurant and License Agreement. In addition, if at any time or for any reason, Licensor closes all restaurants that use the Trademarks and/or System within a 50 mile radius of the Airport, then Licensor will no longer be entitled to any fees, including without limitation, the Management Fee under the License Agreement.

c. **Menu; Products.** With input from Licensor, SSP will develop and implement the menu for the Restaurant and, as needed from time to time, may modify the menu and dining formats for the Restaurant. To maximize SSP’s supply chain efficiencies, Licensor and SSP will work together to ensure all products for the

Restaurant may be purchased by SSP from its preferred suppliers. Licensor will not receive commissions, credits or other compensation from any third-party vendors relating to purchases by SSP for the Restaurant.

d. Licensor Assistance. Licensor will provide information and assistance for architectural plans and drawings, signage, menu design, and recipes, and Licensor will provide pre-opening, opening and post-opening training. Licensor will also provide SSP with a complete and comprehensive manual for the development and operation of the Restaurant.

e. License Agreement Term. The initial term of the License Agreement will coincide with the term of the Airport lease that includes the Restaurant (“**Lease**”), and will be renewable at the option of SSP if the Lease term is extended. Because of the unique nature of airports, the Restaurant may be relocated within the Airport, temporarily closed or permanently closed or rebranded before the end of the initial term of the License Agreement.

f. Other Provisions. The License Agreement will include other provisions that are standard in the airport food and beverage concession industry.

3. Target Date. SSP and Licensor will use reasonable efforts to negotiate and execute the License Agreement within 90 days after the signing of the Lease by SSP and the Airport (**Target Date**”).

#### **BINDING PROVISIONS**

4. Binding Provisions. This paragraph and all the following numbered paragraphs are contractually binding (“**Binding Provisions**”). Except for the Binding Provisions and the License Agreement (if fully signed), neither this letter nor any verbal, electronic, written or other communications or documents between SSP and Licensor are intended to be contractually binding and are not to be relied upon for any claim of inducement, implied contract, estoppel, contract by performance or similar theory.

5. Assistance with Proposal(s). In the event SSP includes the Restaurant or any other Licensor related concepts as part of its Proposal(s) in response to any RFP at the Airport, Licensor will use best efforts to (a) provide information and assistance to aid SSP’s preparation of the Proposal(s), (b) attend meetings and hearings with SSP and other licensors as part of any RFP process, and (c) only promote SSP’s Proposal(s).

6. Exclusive Relationship. Beginning on the date of this letter and ending two years after the date of an official public announcement by the Airport or applicable governing body of a non-appealable award under any RFP where a Proposal includes the Restaurant or any other Licensor related concept (“**Exclusivity Period**”), Licensor agrees that (a) SSP has the exclusive right to bid and propose the Restaurant and any other Licensor related concept in connection with any Proposal, RFP or other applicable proposal package related to the Airport (collectively, the “**Airport Proposals**”), and (b) Licensor (and its owners or any natural person with an ownership interest in Licensor and any of their close adult family members, such as a current spouse, parent, child, sibling, grandchild, or grandparent) or any of its affiliates or any of its or their representatives will not directly or indirectly enter into any commitments (whether or not binding) or contracts, and will not initiate, solicit, encourage, facilitate or continue any inquiries, discussions or negotiations with any third parties regarding the use of the Trademarks and System or proprietary products of Licensor or its affiliates in response to any Airport Proposals, or any amendments, supplements or re-issues of any Airport Proposals. In addition, during the Exclusivity Period, Licensor (and its owners or any natural person with an ownership interest in Licensor) or any of its affiliates or any of its or their representatives will promptly (and in any event within three days) notify SSP in writing of the receipt of any oral or written offer, indication of interest, proposal or inquiry to an alternative transaction with any third party at the



Airport, such notice to include the material terms thereof, including the identity of the person or group of persons involved.

7. Confidentiality. SSP and Licensor will use the other party's Confidential Information only to further the purposes of this letter and not otherwise for its own use or benefit. Additionally, SSP and Licensor will maintain the secrecy of the other's Confidential Information and will not in any way disclose or transfer such information for a period of three years after the date of this letter (except to their respective employees, attorneys and accountants with a need to know). "**Confidential Information**" includes the existence and content of this letter and any discussions, negotiations, disclosures, financial records, SSP's brand profitability statement, business plans, recipes, ideas, investigations, business or marketing plans and other trade secrets and confidential information that, under the circumstances surrounding disclosure, should reasonably be treated as confidential and/or proprietary by the recipient, whether in paper, electronic, verbal or other format. However, SSP may make disclosures to the Airport as required by any RFP, and either party may make any disclosures required by subpoena or other legal process after prior written notice to the other party.

8. Miscellaneous. SSP and Licensor agree to not make any statement, oral or written, or to perform any act or omission which causes, or can be reasonably expected to cause, any harm to the other's business, business relationships or reputation. In addition, the parties hereto acknowledge that a breach or threatened breach of this letter would cause irreparable harm for which monetary damages would be an inadequate remedy and that equitable relief, including specific performance and injunctive relief, may be used to enforce the provisions of this Agreement, in addition to any other remedy to which such party may be entitled.

9. Termination of Letter. This letter may be immediately terminated by mutual written agreement of SSP and Licensor.

10. Replacement. If the License Agreement is signed and delivered by SSP and Licensor, it will supersede and replace this letter in its entirety, including the Binding Provisions and despite the provisions of the following paragraph titled *Survival*.

11. Survival. This paragraph and the paragraphs titled *Binding Provisions*, *Exclusive Relationship*, and *Confidentiality* will survive any termination of this letter.

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We believe the proposed relationship between us will be viewed favorably and welcomed by the Airport and by the traveling public. As such, this letter represents an important opportunity to enhance Licensor's brand value and future potential. If the foregoing is acceptable, please sign one copy of this letter and return it to Pat Murray, Deputy CEO. If you have any questions, please do not hesitate to call me. Thank you for the opportunity to express our interest in your company.

*Signatures on next page.*

Respectfully,  
SSP America, Inc.

---

Pat Murray  
Deputy CEO

**Agreed and Accepted:**  
Antonia Lofaso Catering LLC

---

Name:

Title:

**SSP  
Bid Protest  
Response Materials**

December 30, 2024

Burbank-Glendale-Pasadena Airport Authority.  
Attention: Lanna Aguilera, Sr. Manager, Procurement  
Ref: ADM25-01  
2627 Hollywood Way  
Burbank, CA 91505  
Phone: 818-860-3063  
E-mail: [laguilera@bur.org](mailto:laguilera@bur.org)

RE: Food Service and Retail Concessions Hollywood Burbank Airport RFP No. ADM25-01  
(Protest by MCS Burbank)

Dear Ms. Aguilera:

As the successful proposer on Food Service and Retail Concessions Hollywood Burbank Airport RFP No. ADM25-01 (“RFP”) SSP America BUR, LLC (“SSP”) submits this response to MCS Burbank, LLC’s (“MCS”) protest. For the reasons detailed below, the protest should be denied.

## **I. Introduction.**

On August 12, 2024, the Burbank-Glendale-Pasadena Airport Authority (“BGPAA”) issued an RFP seeking proposals from qualified firms to contract for food service and retail concessions at the Hollywood Burbank Airport. SSP timely submitted a proposal to BGPAA. After carefully considering all proposals, BGPAA issued a notice of award to SSP. However, on December 17, 2024, MCS submitted a protest alleging that SSP violated the RFP by entering into an exclusivity agreement with Antonia Lofaso Catering, LLC (“ALC”), rendering its proposal non-responsive.

However, in support of these allegations, MCS’s protest only included an unsigned draft Confidential Letter of Intent. The document was not executed, its terms were not agreed upon, nor was any ALC concept used in SSP’s proposal. While SSP and ALC engaged in negotiations and exchanged a draft Confidential Letter of Intent, an agreement was never reached. Thus, SSP did not violate the non-exclusivity terms of the RFP.

## **II. Background.**

SSP strives to secure agreements with brand partners for each specific opportunity at hand. We recognize that some brands are better suited to the opportunity than others, and we work early in the process to secure these partnerships to ensure we have the right partners in place when the RFP is released.

Local, high-quality brands are a key part of our success as an airport food and beverage operator in over 60 airports across North America and Canada.

Our discussions with Chef Antonia Lofaso began in April 2024, when we shared preliminary information about the upcoming opportunity at Burbank Airport and expressed our desire to include her concepts in our proposal. At that time, we provided a draft Confidential Letter of Intent (“LOI”), outlining the terms of a potential agreement. This draft LOI included exclusive partnership language, which is standard in the industry. However, at that time, we were unaware of the exclusivity prohibition contained within the RFP.

Following this, the parties engaged in several rounds of discussions. It was ultimately decided that ALC concepts would not be included in the proposal and an LOI was not executed. Instead, we believed the concepts offered by Happy to Serve You Hospitality Group, Inc. (“HTSYH”), another Chef Antonia Lofaso operation, were more attractive for this opportunity. These concepts included the Scopa Italian Market and Black Market Liquor Bar which are included in the proposal. It’s important to note that neither SSP America nor its affiliates entered into an exclusive arrangement with ALC or HTSYH.

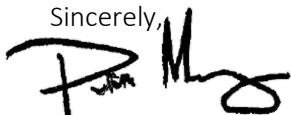
### III. Argument.

MCS’s protest is based upon the flawed assumption that SSP entered into an exclusive agreement with ALC. This is simply not the case. While SSP did enter negotiations with ALC, the parties never reached an agreement, and its concepts were not used in SSP’s proposal. In support of its allegations MCS has only produced an unsigned document which is further proof that no agreement was reached. Finally, MCS does not assert any other claims or challenge BGPAA’s evaluation of the proposals. Thus, SSP’s proposal was responsive and BGPAA issued a proper notice of award to SSP.

### IV. Conclusion.

For all these reasons, the protest should be denied. Please don’t hesitate to reach out if you need any further clarification or assistance.

Sincerely,



Pat Murray

Deputy Chief Executive Officer

January 15, 2025

Burbank-Glendale-Pasadena Airport Authority.  
Attention: Lanna Aguilera, Sr. Manager, Procurement  
Ref: ADM25-01  
2627 Hollywood Way  
Burbank, CA 91505  
Phone: 818-860-3063  
E-mail: [laguilera@bur.org](mailto:laguilera@bur.org)

RE: Food Service and Retail Concessions Hollywood Burbank Airport RFP No. ADM25-01  
(Protest by MCS Burbank)

Dear Ms. Aguilera:

We are in receipt of MCA Burbank's ("MCA") Bid Protest Addendum ("Addendum") and offer the following in response. Therein, MCA claims that SSP America BUR, LLC ("SSP") breached the non-collusion and non-exclusive provisions of the Food Service and Retail Concessions Hollywood Burbank Airport RFP No. ADM25-01 ("RFP") by prohibiting third parties from participating in MCA's proposal.<sup>1</sup> MCA is wrong – SSP did nothing to hinder competition, and its proposal fully complied with the RFP. As detailed in SSP's original opposition submitted to the Burbank-Glendale-Pasadena Airport Authority ("BGPAA" or "the Authority") on December 30, 2024, SSP did not include exclusivity provisions in contracts or otherwise collude with any third parties in any way related to the RFP.

MCA's Addendum continues to rely heavily upon an unsigned draft Confidential Letter of Intent which was never executed and its terms not agreed upon to argue that Scopa Italian Market and Black Market Liquor Bar were precluded by SSP from participating in MCA's proposal. In fact, the final agreement with Happy to Serve You Hospitality Group, Inc. ("HTSYH"), the management company for Scopa Italian Market and Black Market Liquor Bar, does not include exclusive provisions or otherwise prohibit HTSYH, Antonia Lafaso, or any related party from participating in other proposals.

MCA's Addendum also alleges it was informed by Antonia Lafaso, that Scopa Italian Market and Black Market Liquor Bar could not participate in MCA's proposal because it granted exclusivity

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<sup>1</sup> See page 4 of the RFP and Appendix H.



20408 Bashan Drive  
Suite 300  
Ashburn, VA 20147, USA  
[foodtravelexperts.com/america](http://foodtravelexperts.com/america)

to SSP. This is simply not correct. Mario Guddemi, HTSYH's manager, will be present on January 22, 2015 at the BGPAA's meeting. Mr. Guddemi will assure the Authority that neither he nor his partner Antonia Lafaso nor any party related to HTSYH, Scopa Italian Market and Black Market Liquor Bar engaged in any collusion or exclusive relationship and will be happy to answer any questions concerning these issues.

For all these additional reasons, the MCA protest should be denied. Please don't hesitate to reach out if you need any further clarification or assistance.

Sincerely,

A handwritten signature in black ink, appearing to read "Pat Murray", is written over the word "Sincerely,".

Pat Murray

Deputy Chief Executive Officer

BRENT HICKS, SHAREHOLDER  
Direct Dial: 225.381.7054  
E-Mail Address: bhicks@bakerdonelson.com

January 28, 2025

Burbank-Glendale-Pasadena Airport Authority  
Attention: Lanna Aguilera, Sr. Manager, Procurement  
Ref: ADM25-01  
2627 Hollywood Way  
Burbank, CA 91505  
Phone: 818-860-3063  
E-mail: [laguilera@bur.org](mailto:laguilera@bur.org)

RE: Food Service and Retail Concessions Hollywood Burbank Airport RFP No. ADM25-01  
(Protest by MCS Burbank)

Dear Ms. Aguilera:

We have been retained to represent SSP America (“SSP”) concerning the above referenced award and protest. Staff carefully studied all proposals and recommended an award to SSP based on the evaluation criteria set forth in the Request for Proposals (“RFP”). Staff also carefully studied the protest and found it meritless. Despite this, the Executive Committee voted 2-1 to reject the Staff proposal and recommend the contract to MSC Burbank, LLC (“MSC”), even though the contents of its proposal were not presented. Instead, the recommendation was primarily based on the perceived notion that MSC is “local.” An award based on a bidder’s geographic presence violates both the RFP and federal law. Moreover, even assuming that geographic presence is a proper consideration, which it is not, SSP’s proposal included many joint venture partners, local restaurants, and vendors. For the reasons detailed below, the Commission should deny the protest and award the contract to SSP as recommended by Staff.

## **I. Legal Standards.**

Airport concession agreements must be awarded to the proposer whose proposal is the most advantageous to the airport operator considering the selection criteria set forth in the request for proposals. Page six (6) of the RFP here provides that proposals will be evaluated using ten separate



criteria with 300 potential points. Any award must be in accordance with this criteria and must be fair and reasonable. Indeed, the RFP states:

Contract awards, if made by the Authority Commission, will be to the Proposers offering the proposals deemed to be the most advantageous to the Authority, with the concepts, financial offer and other facts listed in the evaluation criteria considered.<sup>1</sup>

In addition, federal regulations specifically prohibit the Commission from favoring local vendors and/or discriminating against a proposer who is not considered to be local. *See, e.g.*, 49 C.F.R. § 23.79 (“As a recipient [of a federal grant for airport development] you may not use a local geographic preference. For purposes of this section, a local geographic preference is any requirement that gives a concessionaire located in one place (e.g., your local area) an advantage over concessionaires from other places in obtaining business as, or with, a concession at your airport.”). Failure to meet these standards will result in an award being overturned if a protest is properly submitted.

Here, because the Executive Committee’s recommendation is not reasonable, lacks legal basis, and favors MCS as a perceived “local operator,” its recommendation is arbitrary and capricious and subject to legal challenge and reversal.

**II. The Staff Recommendation.**

After careful consideration, the Staff scored the proposals as follows:

Food Service Concession Program Rankings

	SECTION 2	SECTION 3	SECTION 4		SECTION 5		SECTION 6	SECTION 7	SECTION 8	SECTION 9	TOTAL
	Background, Experience & Financial Capability	Concept Development	Financial Projections	Financial Offer	Part 1 - Design & Materials	Part 2 - Capital Investment	Org. Structure, Mgmt, Staffing	Operations & Maintenance	Environmental Sustainability	Marketing, Promotions, & Cust. Service Plan	
PTS AVAILABLE	25	65	15	20	35	15	45	25	30	25	300
MCS	18	43	10	20	26	14	32	17	21	17	218
SSP	23	58	13	7	30	15	39	21	25	21	252

As shown above, SSP scored higher in every category with the sole exception of the financial offer. Indeed, SSP scored 34 points higher than MCS. The Staff found that SSP’s proposal is

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<sup>1</sup> See page 7 of the RFP.

more advantageous to the Commission, providing more benefits, investments, offerings, and concepts.

As for MCS's protest, the Staff recommend that it be rejected. After carefully considering the documentation provided by MCS, it found that the "bid protest has no merit and should be rejected" because "MCS has not provided evidence that SSP violated the RFP by executing exclusive or collusive agreements . . . ."

In sum, the Staff report submitted to the Executive Committee was detailed, thorough, and reasoned. It should be accepted by the Commission.

### **III. The Special Meeting of the Executive Committee on January 22, 2025.**

Following a detailed report by the Staff containing its recommendations, the Committee heard MCS's protest and public comments. At that time, MCS asserted that SSP and Antonia Lafaso's companies entered an exclusive agreement in violation of the RFP. In support of these unfounded allegations, MCS presented the Committee with *new* emails and an unsigned declaration by MCS's owner Steve Mora during the Executive Committee meeting. These new materials were not provided to SSP until *after* they were presented to the Executive Committee. After reviewing the prior submittals and the new documents, Commission General Counsel, Mr. Terence Boga, advised the Executive Committee that he had seen no evidence to support MCS's claim of an exclusive agreement.

Nonetheless, MCS continues to wrongfully assert, without evidence, that SSP violated the RFP by entering into an exclusive agreement with Antonia Lafaso's companies. MCS has not provided any written documentation showing that an exclusive agreement existed, and none exists. Rather, MCS has provided an unsigned draft Letter of Intent ("LOI") which did include an exclusive clause. This document did not form the basis of an agreement. However, both SSP and representatives of Antonia Lafaso's companies confirmed at the meeting that their final agreement did not have an exclusive clause and at no time were Ms. Lafaso's companies prohibited in any way from joining MCS's proposal.

Indeed, Mario Guddemi, Ms. Lafaso's business partner, appeared before the Executive Committee and stated unequivocally that no exclusive agreement was entered by any Antonia Lafaso company and SSP. This was confirmed by SSP's CEO, Pat Murray, who also denied the existence of any such relationship.

In a failed attempt to show otherwise, MCS presented an email between Steve Mora of MCS and Chani Hitt, Sr. Director of Marketing, Business Development & Operations, Happy to Serve You Hospitality Group,<sup>2</sup> dated September 27, 2024. Therein, Ms. Hitt states:

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<sup>2</sup> Happy to Serve You Hospitality Group is a company owned, in part, by Antonia Lafaso.

Hi Steve,

Hope your week went well!

Following up here...

As Antonia disclosed to you, we currently are part of another bid for the BUR airport.

An LOI was signed with that company by one of the other partners, however, it was not signed by Antonia.

We are having her legal check the contents of the agreement, as we do not want to risk any potential breach of contract or future litigation issues.

As soon as legal gives us the green light, we can provide you with our menu (as we have it ready and I know we're on a tight timeline!).

Thank you for your patience, and please let us know if you have any questions/concerns.

While MCS asserted that this email proves an exclusive agreement, it does nothing of the sort. Rather it simply advises MCS that there is an existing LOI with SSP and before they could proceed with negotiations, counsel needed to “check the contents of the agreement, as we do not want to risk any potential breach of contract or future litigation issues.” Ms. Hitt was present at the Executive Committee Meeting and confirmed these facts. Moreover, the email is totally consistent with Mr. Guddemi and Mr. Murray’s statements that there was an agreement between the parties, but it did not contain an exclusivity clause. In the end, Ms. Lofaso and Mr. Mora were unable to come to an agreement and the fact that an Antonia Lofaso company agreed to be included in SSP’s proposal did not impact that decision. Thus, an exclusive agreement did not exist, and no evidence of an exclusive agreement was presented to the Executive Committee.

During the meeting, two Executive Committee members expressed great desire to grant the award to MCS because it is perceived to be a local operator. As an initial matter, this is simply incorrect. SSP’s proposal included many local restaurants, vendors and joint venture partners. But as to which proposer is more “local” is not a valid consideration as it not an evaluation factor in the RFP and is a violation of federal law.<sup>3</sup> Indeed, Commission General Counsel, Mr. Terence Boga, advised the Executive Committee during the meeting that such considerations are unlawful and would invite a legal challenge by SSP. When the evaluation criteria is considered, the choice is clear – SSP submitted the most advantageous proposal to the Commission.

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<sup>3</sup> See Section I above.

**IV. Action of the Executive Committee.**

After the presentations, the Executive Committee voted 2-1 to reject the Staff report. Instead, they voted to recommend that this Commission grant the protest and award the contract to MCS. This recommendation is directly counter to the RFP evaluation criteria which revealed SSP was the clear winner and reveals favoritism based upon perceived local geographic preference. It is also counter to advice from the Commission's General Counsel, who stated during the meeting that he found no evidence to support the protest.

While the Executive Committee voted to recommend an award to MCS; *the contents of MCS's proposal were never presented.* In other words, the Executive Committee voted to recommend a proposal whose contents were unknown. Its action was arbitrary, capricious, and not advantageous to the Commission.

**V. Ms. Lofaso, Mr. Guddemi, and Ms. Hitt vehemently deny the allegations of an exclusive agreement.**

Ms. Lofaso, Mr. Guddemi, and Ms. Hitt (all representatives of Happy to Serve You Hospitality Group) have executed and submitted declarations denying the existence of any exclusive agreement with SSP and detailing their dealings with SSP and MCS.<sup>4</sup> They will also be present at the February 3<sup>rd</sup> Commission meeting to respond further to MCS's allegations and answer any questions. In short, their statements are all consistent with those of Mario Guddemi and Pat Murray, who have already stated to the Executive Committee that an exclusive relationship did not exist between them.

**VI. SSP's joint venture partners, its sub-concessionaires, and a union representative will also attend the February 3rd meeting to address any concerns about SSP's bid.**

SSP was criticized by the Executive Committee because its joint venture partners and sub-concessionaires did not appear at the Executive Committee Meeting. As such, representatives of these local businesses will appear to express their commitment to this project, the importance of this award to their business, and to answer any questions Commission members may have.

In addition, a representative of the union, Unite Here, will also appear to assure the Commission of its commitment to this project and answer any questions Commission members may have.

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<sup>4</sup> The Declaration of Lofaso is Exhibit 1; the Declaration of Guddemi is Exhibit 2; and the Declaration of Hitt is Exhibit 3.

Burbank-Glendale-Pasadena Airport Authority  
Attention: Lanna Aguilera, Sr. Manager, Procurement  
January 28, 2025  
Page 6

**VII. Conclusion.**

The Staff's well-reasoned report and recommendation should be adopted by the Commission. MCS has failed to provide the Commission with any basis to act otherwise. The contract should be awarded to SSP who presented the proposal most advantageous to the Commission as evidenced by its scores on the RFP evaluation criteria. MCS's protest should be denied because it has failed to provide any evidence to support its allegations of an exclusive agreement.

SSP, its joint venture partners, and its sub-concessionaires look forward to appearing before the Commission on February 3rd and to a mutually beneficial relationship with the Commission going forward.

Best regards,

**BAKER, DONELSON, BEARMAN,  
CALDWELL & BERKOWITZ, PC**

Brent Hicks

MBH/krc

**In re: FOOD SERVICE AND RETAIL CONCESSIONS**  
**HOLLYWOOD BURBANK AIRPORT**

**DECLARATION OF ANTONIA LOFASO**

1. My name is Antonia Lofaso, and I am over the age of twenty-one (21). I am competent to make the statements set forth in this Declaration.

2. The facts of this Declaration are based on my personal knowledge and are true and correct to the best of my knowledge.

3. My business partner, Mario Guddemi and I are owners of Happy to Serve You Hospitality Group, Inc. (“HTSYHG”) which operates various restaurants including Scopa Italian Roots and Black Market Liquor Bar.

4. In April 2024 I was contacted by representatives of SSP America, Inc. concerning potential restaurant opportunities in airports in the Los Angeles area including LAX and BUR.

5. We began negotiating terms and discussing ideas even before Requests for Proposals were issued by any Los Angeles area Airport Authority.

6. A draft Confidential Letter of Intent (“LOI”) dated August 27, 2024, was exchanged between Antonia Lofaso Catering, LLC, which is another entity Mario Guddemi and I own and SSP concerning the Food Service Concessions at the Hollywood Burbank Airport.

**Exhibit 1.**

7. The August 27, 2024 LOI was never signed and we did not agree to its terms and conditions.

8. Following receipt of the August 27, 2024 LOI, Mario Guddemi and I continued to have communications with SSP about the Food Service Concessions at the Hollywood Burbank Airport.

9. On September 3, 2024, Mario Guddemi executed an LOI, on behalf of HSYHG with SSP with different terms and conditions than the draft August 27, 2024, LOI. These revised terms included changing the contracting party from Antonia Lofaso Catering, LLC to HTSYHG and removing the Exclusive Relationship clause from the draft agreement. **Exhibit 2.**

10. At no time did Antonia Lofaso Catering, LLC, HTSYHG, or any company that I am affiliated with enter into an exclusive agreement with SSP.

11. Approximately a week later I was contacted by Guy Fieri who advised that he was aware of an opportunity that I may be interested in pursuing.

12. Thereafter, I was introduced to Steven Mora of MCS Burbank, LLC (“MCS”) who asked me if I was interested in participating in his proposal for Food Service and Retail Concessions at the Hollywood Burbank Airport. MCS was interested in a new concept from me personally and not one of the HTSYHG concepts.

13. During this initial conversation I advised Mr. Mora that HTSYHG had already agreed to participate in the SSP Proposal. Thus, Mr Mora was asking me personally to compete against HTSYHG.

14. Mr. Mora and I had follow up conversations about my participation in MCS’s Proposal. I also introduced Mr. Mora to Chani Hitt who is the Sr. Director of Marketing, Business Development & Operations for HTSYHG and they communicated about the opportunity as well.

15. During one of our conversations, Mr. Mora asked for a copy of my agreement with SSP and I instructed my assistant, Chani Hitt to send the agreement.

16. Unbeknownst to me, Ms. Hitt sent Mr. Mora the unsigned draft August 27, 2024, LOI instead of the final LOI dated September 3, 2024, which Mario Guddemi executed on behalf of HTSYHG.

17. In a follow up conversation, Mr. Mora asked if I had an exclusive arrangement with SSP. He advised that the document he received had an exclusivity clause. I informed him that I did not grant exclusivity and that he did not have the final agreement with SSP. I insisted to him that no exclusive agreement existed, and it was not my practice to agree to exclusivity in my contracts. Mr. Mora told me that this was too complicated, and that he would keep me in mind for opportunities in the future. I did not hear from him further until after the proposal award in December.

18. In late December I learned that Mr. Mora had disclosed the August 27, 2024, Draft LOI which Chani Hitt provided him while we were in negotiations to the Commission. I was upset as I felt Mr. Mora had breached my confidence.

19. I declare that the foregoing is true and correct.

/s/ Antonia Lofaso  
ANTONIA LOFASO



**August 27, 2024**

645 W 9<sup>th</sup> St. Ste 218  
Los Angeles, CA 90015

**BUR  
LAX  
Antonia Lofaso Catering LLC**

**CONFIDENTIAL LETTER OF INTENT**

Dear Ms. Lofaso:

This letter confirms the intent of SSP America, Inc. (“**SSP**”) and Antonia Lofaso Catering LLC (“**Licensor**”) to enter into a definitive brand license agreement (“**License Agreement**”) for the development and operation of food and beverage concessions at Hollywood-Burbank Airport or Los Angeles International Airport (“**Airport**”).

1. **Background.** SSP intends to submit one or more proposals (“**Proposal(s)**”) to develop food and beverage concessions in response to any Request for Proposal made by the Airport (“**RFP(s)**”). As part of its Proposal(s), SSP may include one or more Antonia Lofaso concepts (“**Restaurant(s)**”) featuring Licensor’s owned or licensed proprietary trade names, trademarks, trade dress, recipes, products, know-how and unique operating systems (collectively, the “**Trademarks and System**”).

2. **License Agreement Provisions.** The License Agreement will be prepared by SSP and will have the following provisions:

a. **Ownership and Capitalization.** SSP will own and operate the Restaurant and will be solely responsible to pay for all third-party costs of design, construction, equipment and operations at its sole discretion, with Licensor providing input from the date of the project kickoff to the 60% design stage of the Restaurant.

b. **Fees.** SSP will pay Licensor, on a quarterly basis, a royalty fee equal to 4% of the Restaurant’s net revenue based upon SSP’s fiscal year and brand profitability statement (“**Royalty Fee**”). Other than the foregoing fees, SSP will not pay Licensor any other fees, costs, expenses or charges relating in any way to any Proposal, RFP, Restaurant and License Agreement.

OR

b. **Fees.** SSP will pay Licensor, on a quarterly basis, a management fee equal to 20% of the Restaurant’s profits based upon SSP’s fiscal year and brand profitability statement (“**Management Fee**”). Licensor acknowledges that all administrative costs, distribution, storage, corporate and other operating costs shall form part of the expense portion of such statement. Other than the foregoing fees, SSP will not pay Licensor any other fees, costs, expenses or charges relating in any way to any Proposal, RFP, Restaurant and License Agreement. In addition, if at any time or for any reason, Licensor closes all restaurants that use the Trademarks and/or System within a 50 mile radius of the Airport, then Licensor will no longer be entitled to any fees, including without limitation, the Management Fee under the License Agreement.

c. **Menu; Products.** With input from Licensor, SSP will develop and implement the menu for the Restaurant and, as needed from time to time, may modify the menu and dining formats for the Restaurant. To maximize SSP’s supply chain efficiencies, Licensor and SSP will work together to ensure all products for the

Restaurant may be purchased by SSP from its preferred suppliers. Licensor will not receive commissions, credits or other compensation from any third-party vendors relating to purchases by SSP for the Restaurant.

d. Licensor Assistance. Licensor will provide information and assistance for architectural plans and drawings, signage, menu design, and recipes, and Licensor will provide pre-opening, opening and post-opening training. Licensor will also provide SSP with a complete and comprehensive manual for the development and operation of the Restaurant.

e. License Agreement Term. The initial term of the License Agreement will coincide with the term of the Airport lease that includes the Restaurant (“**Lease**”), and will be renewable at the option of SSP if the Lease term is extended. Because of the unique nature of airports, the Restaurant may be relocated within the Airport, temporarily closed or permanently closed or rebranded before the end of the initial term of the License Agreement.

f. Other Provisions. The License Agreement will include other provisions that are standard in the airport food and beverage concession industry.

3. Target Date. SSP and Licensor will use reasonable efforts to negotiate and execute the License Agreement within 90 days after the signing of the Lease by SSP and the Airport (“**Target Date**”).

#### **BINDING PROVISIONS**

4. Binding Provisions. This paragraph and all the following numbered paragraphs are contractually binding (“**Binding Provisions**”). Except for the Binding Provisions and the License Agreement (if fully signed), neither this letter nor any verbal, electronic, written or other communications or documents between SSP and Licensor are intended to be contractually binding and are not to be relied upon for any claim of inducement, implied contract, estoppel, contract by performance or similar theory.

5. Assistance with Proposal(s). In the event SSP includes the Restaurant or any other Licensor related concepts as part of its Proposal(s) in response to any RFP at the Airport, Licensor will use best efforts to (a) provide information and assistance to aid SSP’s preparation of the Proposal(s), (b) attend meetings and hearings with SSP and other licensors as part of any RFP process, and (c) only promote SSP’s Proposal(s).

6. Exclusive Relationship. Beginning on the date of this letter and ending two years after the date of an official public announcement by the Airport or applicable governing body of a non-appealable award under any RFP where a Proposal includes the Restaurant or any other Licensor related concept (“**Exclusivity Period**”), Licensor agrees that (a) SSP has the exclusive right to bid and propose the Restaurant and any other Licensor related concept in connection with any Proposal, RFP or other applicable proposal package related to the Airport (collectively, the “**Airport Proposals**”), and (b) Licensor (and its owners or any natural person with an ownership interest in Licensor and any of their close adult family members, such as a current spouse, parent, child, sibling, grandchild, or grandparent) or any of its affiliates or any of its or their representatives will not directly or indirectly enter into any commitments (whether or not binding) or contracts, and will not initiate, solicit, encourage, facilitate or continue any inquiries, discussions or negotiations with any third parties regarding the use of the Trademarks and System or proprietary products of Licensor or its affiliates in response to any Airport Proposals, or any amendments, supplements or re-issues of any Airport Proposals. In addition, during the Exclusivity Period, Licensor (and its owners or any natural person with an ownership interest in Licensor) or any of its affiliates or any of its or their representatives will promptly (and in any event within three days) notify SSP in writing of the receipt of any oral or written offer, indication of interest, proposal or inquiry to an alternative transaction with any third party at the

Airport, such notice to include the material terms thereof, including the identity of the person or group of persons involved.

7. Confidentiality. SSP and Licensor will use the other party's Confidential Information only to further the purposes of this letter and not otherwise for its own use or benefit. Additionally, SSP and Licensor will maintain the secrecy of the other's Confidential Information and will not in any way disclose or transfer such information for a period of three years after the date of this letter (except to their respective employees, attorneys and accountants with a need to know). "**Confidential Information**" includes the existence and content of this letter and any discussions, negotiations, disclosures, financial records, SSP's brand profitability statement, business plans, recipes, ideas, investigations, business or marketing plans and other trade secrets and confidential information that, under the circumstances surrounding disclosure, should reasonably be treated as confidential and/or proprietary by the recipient, whether in paper, electronic, verbal or other format. However, SSP may make disclosures to the Airport as required by any RFP, and either party may make any disclosures required by subpoena or other legal process after prior written notice to the other party.

8. Miscellaneous. SSP and Licensor agree to not make any statement, oral or written, or to perform any act or omission which causes, or can be reasonably expected to cause, any harm to the other's business, business relationships or reputation. In addition, the parties hereto acknowledge that a breach or threatened breach of this letter would cause irreparable harm for which monetary damages would be an inadequate remedy and that equitable relief, including specific performance and injunctive relief, may be used to enforce the provisions of this Agreement, in addition to any other remedy to which such party may be entitled.

9. Termination of Letter. This letter may be immediately terminated by mutual written agreement of SSP and Licensor.

10. Replacement. If the License Agreement is signed and delivered by SSP and Licensor, it will supersede and replace this letter in its entirety, including the Binding Provisions and despite the provisions of the following paragraph titled *Survival*.

11. Survival. This paragraph and the paragraphs titled *Binding Provisions*, *Exclusive Relationship*, and *Confidentiality* will survive any termination of this letter.

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We believe the proposed relationship between us will be viewed favorably and welcomed by the Airport and by the traveling public. As such, this letter represents an important opportunity to enhance Licensor's brand value and future potential. If the foregoing is acceptable, please sign one copy of this letter and return it to Pat Murray, Deputy CEO. If you have any questions, please do not hesitate to call me. Thank you for the opportunity to express our interest in your company.

*Signatures on next page.*

Respectfully,  
SSP America, Inc.

---

Pat Murray  
Deputy CEO

**Agreed and Accepted:**  
Antonia Lofaso Catering LLC

---

Name:

Title:



September 3, 2024

BUR  
LAX

Happy To Serve You Hospitality Group, Inc  
3211 Dona Emilia Drive  
Studio City, CA 91604

**CONFIDENTIAL LETTER OF INTENT**

Dear Ms. Lofaso:

This letter confirms the intent of SSP America, Inc. ("SSP") and Happy To Serve You Hospitality Group, Inc. ("Licensor") to enter into a definitive brand license agreement ("License Agreement") for the development and operation of food and beverage concessions at Hollywood-Burbank Airport or Los Angeles International Airport ("Airport").

1. Background. SSP intends to submit one or more proposals ("Proposal(s)") to develop food and beverage concessions in response to any Request for Proposal made by the Airport ("RFP(s)"). As part of its Proposal(s), SSP may include one or more Happy To Served You Hospitality Group, Inc. ~~Antonia Lofaso~~ concepts ("Restaurant(s)") featuring Licensor's owned or licensed proprietary trade names, trademarks, trade dress, recipes, products, know-how and unique operating systems (collectively, the "Trademarks and System").

2. License Agreement Provisions. The License Agreement will be prepared by SSP and will have the following provisions:

a. Ownership and Capitalization. SSP will own and operate the Restaurant and will be solely responsible to pay for all third-party costs of design, construction, equipment and operations at its sole discretion, with Licensor providing input from the date of the project kickoff to the 60% design stage of the Restaurant.

b. Fees. SSP will pay Licensor, on a quarterly basis, a royalty fee equal to 4% of the Restaurant's net revenue based upon SSP's fiscal year and brand profitability statement ("Royalty Fee"). Other than the foregoing fees, SSP will not pay Licensor any other fees, costs, expenses or charges relating in any way to any Proposal, RFP, Restaurant and License Agreement.

OR

c. Menu: Products. With meaningful input from Licensor, SSP will develop and implement the menu for the Restaurant and, as needed from time to time, may modify the menu and dining formats for the Restaurant. Licensor shall have the right of meaningful consultation with regards to any and all menu modifications and dining formats. To maximize SSP's supply chain efficiencies, Licensor and SSP will work together to ensure all products for the Restaurant may be purchased by SSP from its preferred suppliers. Licensor will not receive commissions, credits or other compensation from any third-party vendors relating to purchases by SSP for the Restaurant.

d. License Assistance. Licensor will provide information and assistance for architectural plans and drawings, signage, menu design, and recipes, and Licensor will provide pre-opening, opening and post-opening training. Licensor will also provide SSP with a complete and comprehensive manual for the development and operation of the Restaurant.

e. License Agreement Term. The initial term of the License Agreement will coincide with the term of the Airport lease that includes the Restaurant ("Lease"), and will be renewable at the option of SSP if the Lease term is extended. SSP shall provide Licensor written notice of any such extension. Because of the unique nature of airports, the Restaurant may be relocated within the Airport, temporarily closed or permanently closed or rebranded before the end of the initial term of the License Agreement. SSP shall provide Licensor with thirty (30) days written notice of any closure (temporary or permanent), relocation, and/or rebrand.

f. Other Provisions. The License Agreement will include other provisions that are standard in the airport food and beverage concession industry.

g. New Entity. Licensor shall have the right to create a subsidiary or new single purpose entity and assign any rights and obligations herein to such entity.

3. Target Date. SSP and Licensor will use reasonable efforts to negotiate and execute the License Agreement within 90 days after the signing of the Lease by SSP and the Airport ("Target Date").

#### **BINDING PROVISIONS**

4. Binding Provisions. This paragraph and all the following numbered paragraphs are contractually binding ("Binding Provisions"). Except for the Binding Provisions and the License Agreement (if fully signed), neither this letter nor any verbal, electronic, written or other communications or documents between SSP and Licensor are intended to be contractually binding and are not to be relied upon for any claim of inducement, implied contract, estoppel, contract by performance or similar theory.

5. Assistance with Proposal(s). In the event SSP includes the Restaurant or any other Licensor related concepts as part of its Proposal(s) in response to any RFP at the Airport, Licensor will use best efforts to (a) provide information and assistance to aid SSP's preparation of the Proposal(s), (b) attend meetings and hearings with SSP and other licensors as part of any RFP process, and (c) only promote SSP's Proposal(s).

6. Confidentiality. SSP and Licensor will use the other party's Confidential Information only to further the purposes of this letter and not otherwise for its own use or benefit. Additionally, SSP and Licensor will maintain the secrecy of the other's Confidential Information and will not in any way disclose or transfer such information for a period of three years after the date of this letter (except to their respective employees, attorneys and accountants with a need to know). "Confidential Information" includes the existence and content of this letter and any discussions, negotiations, disclosures, financial records, SSP's brand profitability statement, business plans, recipes, ideas, investigations, business or marketing plans and other trade secrets and confidential information that, under the circumstances surrounding disclosure, should reasonably be treated as confidential and/or proprietary

by the recipient, whether in paper, electronic, verbal or other format. However, SSP may make disclosures to the Airport as required by any RFP, and either party may make any disclosures required by subpoena or other legal process after prior written notice to the other party.

7. Miscellaneous. SSP and Licensor agree to not make any statement, oral or written, or to perform any act or omission which causes, or can be reasonably expected to cause, any harm to the other's business, business relationships or reputation. In addition, the parties hereto acknowledge that a breach or threatened breach of this letter would cause irreparable harm for which monetary damages would be an inadequate remedy and that equitable relief, including specific performance and injunctive relief, may be used to enforce the provisions of this Agreement, in addition to any other remedy to which such party may be entitled.

8. Termination of Letter. This letter may be immediately terminated by mutual written agreement of SSP and Licensor.

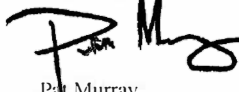
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10. Survival. This paragraph and the paragraphs titled *Binding Provisions*, *Exclusive Relationship*, and *Confidentiality* will survive any termination of this letter.

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We believe the proposed relationship between us will be viewed favorably and welcomed by the Airport and by the traveling public. As such, this letter represents an important opportunity to enhance Licensor's brand value and future potential. If the foregoing is acceptable, please sign one copy of this letter and return it to Pat Murray, Deputy CEO. If you have any questions, please do not hesitate to call me. Thank you for the opportunity to express our interest in your company.

Respectfully,  
SSP America Inc.



Pat Murray  
Deputy CEO

Deleted: \_\_\_\_\_

**Agreed and Accepted:**  
Happy To Serve You Hospitality Group, Inc.



Name: Mauro Guddeni

Title: *PRESIDENT*



**In re: FOOD SERVICE AND RETAIL CONCESSIONS**  
**HOLLYWOOD BURBANK AIRPORT**

**DECLARATION OF MARIO GUDDEMI**

1. My name is Mario Guddemi, and I am over the age of twenty-one (21). I am competent to make the statements set forth in this Declaration.

2. The facts of this Declaration are based on my personal knowledge and are true and correct to the best of my knowledge.

3. I, Mario Guddemi, am a co-owner of Happy to Serve You Hospitality Group, Inc. (“HSYHG”) which operates various restaurants including Scopa Italian Roots and Black Market Liquor Bar.

4. In April 2024 we began discussions with representatives of SSP America, Inc. concerning potential opportunities in airports in the Los Angeles area including LAX and BUR.

5. We began negotiating terms and discussing ideas even before Requests for Proposals were issued by any Los Angeles area Airport Authority.

6. A draft Confidential Letter of Intent (“LOI”) dated August 27, 2024, was exchanged between Antonia Lofaso Catering, LLC, which was a business Antonia Lofaso and I owned and SSP concerning the Food Service Concessions at the Hollywood Burbank Airport.

**Exhibit 1.**

7. The August 27, 2024, LOI was never signed and we did not agree to its terms and conditions.

8. Following receipt of the August 27, 2024, LOI, Antonia Lofaso and I continued to have communications with SSP about the Food Service Concessions at the Hollywood Burbank Airport.

9. I executed an LOI with SSP on behalf of HSYHG in September, 2024 with different terms and conditions than the draft August 27, 2024, LOI. These revised terms included changing the contracting party from Antonia Lofaso Catering, LLC to HSYHG and removing the Exclusive Relationship clause from the draft agreement. **Exhibit 2.**

10. At no time did Antonia Lofaso Catering, LLC, HSYHG, or any company in which I'm affiliated enter into an exclusive agreement with SSP.

11. I did not have any communications with Steven Mora of MCS Burbank, LLC ("MCS") concerning the Food Service Concessions at the Hollywood Burbank Airport.

12. I declare that the foregoing is true and correct.

A handwritten signature in black ink, appearing to read 'Mario Guddemi', written over a horizontal line.

MARIO GUDDEMI

**August 27, 2024**

645 W 9<sup>th</sup> St. Ste 218  
Los Angeles, CA 90015

**BUR  
LAX  
Antonia Lofaso Catering LLC**

**CONFIDENTIAL LETTER OF INTENT**

Dear Ms. Lofaso:

This letter confirms the intent of SSP America, Inc. (“**SSP**”) and Antonia Lofaso Catering LLC (“**Licensor**”) to enter into a definitive brand license agreement (“**License Agreement**”) for the development and operation of food and beverage concessions at Hollywood-Burbank Airport or Los Angeles International Airport (“**Airport**”).

1. Background. SSP intends to submit one or more proposals (“**Proposal(s)**”) to develop food and beverage concessions in response to any Request for Proposal made by the Airport (“**RFP(s)**”). As part of its Proposal(s), SSP may include one or more Antonia Lofaso concepts (“**Restaurant(s)**”) featuring Licensor’s owned or licensed proprietary trade names, trademarks, trade dress, recipes, products, know-how and unique operating systems (collectively, the “**Trademarks and System**”).

2. License Agreement Provisions. The License Agreement will be prepared by SSP and will have the following provisions:

a. Ownership and Capitalization. SSP will own and operate the Restaurant and will be solely responsible to pay for all third-party costs of design, construction, equipment and operations at its sole discretion, with Licensor providing input from the date of the project kickoff to the 60% design stage of the Restaurant.

b. Fees. SSP will pay Licensor, on a quarterly basis, a royalty fee equal to 4% of the Restaurant’s net revenue based upon SSP’s fiscal year and brand profitability statement (“**Royalty Fee**”). Other than the foregoing fees, SSP will not pay Licensor any other fees, costs, expenses or charges relating in any way to any Proposal, RFP, Restaurant and License Agreement.

OR

b. Fees. SSP will pay Licensor, on a quarterly basis, a management fee equal to 20% of the Restaurant’s profits based upon SSP’s fiscal year and brand profitability statement (“**Management Fee**”). Licensor acknowledges that all administrative costs, distribution, storage, corporate and other operating costs shall form part of the expense portion of such statement. Other than the foregoing fees, SSP will not pay Licensor any other fees, costs, expenses or charges relating in any way to any Proposal, RFP, Restaurant and License Agreement. In addition, if at any time or for any reason, Licensor closes all restaurants that use the Trademarks and/or System within a 50 mile radius of the Airport, then Licensor will no longer be entitled to any fees, including without limitation, the Management Fee under the License Agreement.

c. Menu; Products. With input from Licensor, SSP will develop and implement the menu for the Restaurant and, as needed from time to time, may modify the menu and dining formats for the Restaurant. To maximize SSP’s supply chain efficiencies, Licensor and SSP will work together to ensure all products for the

Restaurant may be purchased by SSP from its preferred suppliers. Licensor will not receive commissions, credits or other compensation from any third-party vendors relating to purchases by SSP for the Restaurant.

d. Licensor Assistance. Licensor will provide information and assistance for architectural plans and drawings, signage, menu design, and recipes, and Licensor will provide pre-opening, opening and post-opening training. Licensor will also provide SSP with a complete and comprehensive manual for the development and operation of the Restaurant.

e. License Agreement Term. The initial term of the License Agreement will coincide with the term of the Airport lease that includes the Restaurant (“**Lease**”), and will be renewable at the option of SSP if the Lease term is extended. Because of the unique nature of airports, the Restaurant may be relocated within the Airport, temporarily closed or permanently closed or rebranded before the end of the initial term of the License Agreement.

f. Other Provisions. The License Agreement will include other provisions that are standard in the airport food and beverage concession industry.

3. Target Date. SSP and Licensor will use reasonable efforts to negotiate and execute the License Agreement within 90 days after the signing of the Lease by SSP and the Airport (“**Target Date**”).

#### **BINDING PROVISIONS**

4. Binding Provisions. This paragraph and all the following numbered paragraphs are contractually binding (“**Binding Provisions**”). Except for the Binding Provisions and the License Agreement (if fully signed), neither this letter nor any verbal, electronic, written or other communications or documents between SSP and Licensor are intended to be contractually binding and are not to be relied upon for any claim of inducement, implied contract, estoppel, contract by performance or similar theory.

5. Assistance with Proposal(s). In the event SSP includes the Restaurant or any other Licensor related concepts as part of its Proposal(s) in response to any RFP at the Airport, Licensor will use best efforts to (a) provide information and assistance to aid SSP’s preparation of the Proposal(s), (b) attend meetings and hearings with SSP and other licensors as part of any RFP process, and (c) only promote SSP’s Proposal(s).

6. Exclusive Relationship. Beginning on the date of this letter and ending two years after the date of an official public announcement by the Airport or applicable governing body of a non-appealable award under any RFP where a Proposal includes the Restaurant or any other Licensor related concept (“**Exclusivity Period**”), Licensor agrees that (a) SSP has the exclusive right to bid and propose the Restaurant and any other Licensor related concept in connection with any Proposal, RFP or other applicable proposal package related to the Airport (collectively, the “**Airport Proposals**”), and (b) Licensor (and its owners or any natural person with an ownership interest in Licensor and any of their close adult family members, such as a current spouse, parent, child, sibling, grandchild, or grandparent) or any of its affiliates or any of its or their representatives will not directly or indirectly enter into any commitments (whether or not binding) or contracts, and will not initiate, solicit, encourage, facilitate or continue any inquiries, discussions or negotiations with any third parties regarding the use of the Trademarks and System or proprietary products of Licensor or its affiliates in response to any Airport Proposals, or any amendments, supplements or re-issues of any Airport Proposals. In addition, during the Exclusivity Period, Licensor (and its owners or any natural person with an ownership interest in Licensor) or any of its affiliates or any of its or their representatives will promptly (and in any event within three days) notify SSP in writing of the receipt of any oral or written offer, indication of interest, proposal or inquiry to an alternative transaction with any third party at the

Airport, such notice to include the material terms thereof, including the identity of the person or group of persons involved.

7. Confidentiality. SSP and Licensor will use the other party's Confidential Information only to further the purposes of this letter and not otherwise for its own use or benefit. Additionally, SSP and Licensor will maintain the secrecy of the other's Confidential Information and will not in any way disclose or transfer such information for a period of three years after the date of this letter (except to their respective employees, attorneys and accountants with a need to know). "**Confidential Information**" includes the existence and content of this letter and any discussions, negotiations, disclosures, financial records, SSP's brand profitability statement, business plans, recipes, ideas, investigations, business or marketing plans and other trade secrets and confidential information that, under the circumstances surrounding disclosure, should reasonably be treated as confidential and/or proprietary by the recipient, whether in paper, electronic, verbal or other format. However, SSP may make disclosures to the Airport as required by any RFP, and either party may make any disclosures required by subpoena or other legal process after prior written notice to the other party.

8. Miscellaneous. SSP and Licensor agree to not make any statement, oral or written, or to perform any act or omission which causes, or can be reasonably expected to cause, any harm to the other's business, business relationships or reputation. In addition, the parties hereto acknowledge that a breach or threatened breach of this letter would cause irreparable harm for which monetary damages would be an inadequate remedy and that equitable relief, including specific performance and injunctive relief, may be used to enforce the provisions of this Agreement, in addition to any other remedy to which such party may be entitled.

9. Termination of Letter. This letter may be immediately terminated by mutual written agreement of SSP and Licensor.

10. Replacement. If the License Agreement is signed and delivered by SSP and Licensor, it will supersede and replace this letter in its entirety, including the Binding Provisions and despite the provisions of the following paragraph titled *Survival*.

11. Survival. This paragraph and the paragraphs titled *Binding Provisions*, *Exclusive Relationship*, and *Confidentiality* will survive any termination of this letter.

---

We believe the proposed relationship between us will be viewed favorably and welcomed by the Airport and by the traveling public. As such, this letter represents an important opportunity to enhance Licensor's brand value and future potential. If the foregoing is acceptable, please sign one copy of this letter and return it to Pat Murray, Deputy CEO. If you have any questions, please do not hesitate to call me. Thank you for the opportunity to express our interest in your company.

*Signatures on next page.*

Respectfully,  
SSP America, Inc.

---

Pat Murray  
Deputy CEO

**Agreed and Accepted:**  
Antonia Lofaso Catering LLC

---

Name:

Title:



September 3, 2024

BUR  
LAX

Happy To Serve You Hospitality Group, Inc  
3211 Dona Emilia Drive  
Studio City, CA 91604

**CONFIDENTIAL LETTER OF INTENT**

Dear Ms. Lofaso:

This letter confirms the intent of SSP America, Inc. ("SSP") and Happy To Serve You Hospitality Group, Inc. ("Licensor") to enter into a definitive brand license agreement ("License Agreement") for the development and operation of food and beverage concessions at Hollywood-Burbank Airport or Los Angeles International Airport ("Airport").

1. Background. SSP intends to submit one or more proposals ("Proposal(s)") to develop food and beverage concessions in response to any Request for Proposal made by the Airport ("RFP(s)"). As part of its Proposal(s), SSP may include one or more Happy To Served You Hospitality Group, Inc. ~~Antonia Lofaso~~ concepts ("Restaurant(s)") featuring Licensor's owned or licensed proprietary trade names, trademarks, trade dress, recipes, products, know-how and unique operating systems (collectively, the "Trademarks and System").

2. License Agreement Provisions. The License Agreement will be prepared by SSP and will have the following provisions:

a. Ownership and Capitalization. SSP will own and operate the Restaurant and will be solely responsible to pay for all third-party costs of design, construction, equipment and operations at its sole discretion, with Licensor providing input from the date of the project kickoff to the 60% design stage of the Restaurant.

b. Fees. SSP will pay Licensor, on a quarterly basis, a royalty fee equal to 4% of the Restaurant's net revenue based upon SSP's fiscal year and brand profitability statement ("Royalty Fee"). Other than the foregoing fees, SSP will not pay Licensor any other fees, costs, expenses or charges relating in any way to any Proposal, RFP, Restaurant and License Agreement.

OR

c. Menu: Products. With meaningful input from Licensor, SSP will develop and implement the menu for the Restaurant and, as needed from time to time, may modify the menu and dining formats for the Restaurant. Licensor shall have the right of meaningful consultation with regards to any and all menu modifications and dining formats. To maximize SSP's supply chain efficiencies, Licensor and SSP will work together to ensure all products for the Restaurant may be purchased by SSP from its preferred suppliers. Licensor will not receive commissions, credits or other compensation from any third-party vendors relating to purchases by SSP for the Restaurant.

d. License Assistance. Licensor will provide information and assistance for architectural plans and drawings, signage, menu design, and recipes, and Licensor will provide pre-opening, opening and post-opening training. Licensor will also provide SSP with a complete and comprehensive manual for the development and operation of the Restaurant.

e. License Agreement Term. The initial term of the License Agreement will coincide with the term of the Airport lease that includes the Restaurant ("Lease"), and will be renewable at the option of SSP if the Lease term is extended. SSP shall provide Licensor written notice of any such extension. Because of the unique nature of airports, the Restaurant may be relocated within the Airport, temporarily closed or permanently closed or rebranded before the end of the initial term of the License Agreement. SSP shall provide Licensor with thirty (30) days written notice of any closure (temporary or permanent), relocation, and/or rebrand.

f. Other Provisions. The License Agreement will include other provisions that are standard in the airport food and beverage concession industry.

g. New Entity. Licensor shall have the right to create a subsidiary or new single purpose entity and assign any rights and obligations herein to such entity.

3. Target Date. SSP and Licensor will use reasonable efforts to negotiate and execute the License Agreement within 90 days after the signing of the Lease by SSP and the Airport ("Target Date").

#### **BINDING PROVISIONS**

4. Binding Provisions. This paragraph and all the following numbered paragraphs are contractually binding ("Binding Provisions"). Except for the Binding Provisions and the License Agreement (if fully signed), neither this letter nor any verbal, electronic, written or other communications or documents between SSP and Licensor are intended to be contractually binding and are not to be relied upon for any claim of inducement, implied contract, estoppel, contract by performance or similar theory.

5. Assistance with Proposal(s). In the event SSP includes the Restaurant or any other Licensor related concepts as part of its Proposal(s) in response to any RFP at the Airport, Licensor will use best efforts to (a) provide information and assistance to aid SSP's preparation of the Proposal(s), (b) attend meetings and hearings with SSP and other licensors as part of any RFP process, and (c) only promote SSP's Proposal(s).

6. Confidentiality. SSP and Licensor will use the other party's Confidential Information only to further the purposes of this letter and not otherwise for its own use or benefit. Additionally, SSP and Licensor will maintain the secrecy of the other's Confidential Information and will not in any way disclose or transfer such information for a period of three years after the date of this letter (except to their respective employees, attorneys and accountants with a need to know). "Confidential Information" includes the existence and content of this letter and any discussions, negotiations, disclosures, financial records, SSP's brand profitability statement, business plans, recipes, ideas, investigations, business or marketing plans and other trade secrets and confidential information that, under the circumstances surrounding disclosure, should reasonably be treated as confidential and/or proprietary



by the recipient, whether in paper, electronic, verbal or other format. However, SSP may make disclosures to the Airport as required by any RFP, and either party may make any disclosures required by subpoena or other legal process after prior written notice to the other party.

7. Miscellaneous. SSP and Licensor agree to not make any statement, oral or written, or to perform any act or omission which causes, or can be reasonably expected to cause, any harm to the other's business, business relationships or reputation. In addition, the parties hereto acknowledge that a breach or threatened breach of this letter would cause irreparable harm for which monetary damages would be an inadequate remedy and that equitable relief, including specific performance and injunctive relief, may be used to enforce the provisions of this Agreement, in addition to any other remedy to which such party may be entitled.

8. Termination of Letter. This letter may be immediately terminated by mutual written agreement of SSP and Licensor.

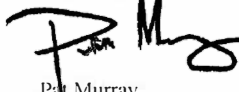
9. Replacement. If the License Agreement is signed and delivered by SSP and Licensor, it will supersede and replace this letter in its entirety, including the Binding Provisions and despite the provisions of the following paragraph titled *Survival*.

10. Survival. This paragraph and the paragraphs titled *Binding Provisions*, *Exclusive Relationship*, and *Confidentiality* will survive any termination of this letter.

---

We believe the proposed relationship between us will be viewed favorably and welcomed by the Airport and by the traveling public. As such, this letter represents an important opportunity to enhance Licensor's brand value and future potential. If the foregoing is acceptable, please sign one copy of this letter and return it to Pat Murray, Deputy CEO. If you have any questions, please do not hesitate to call me. Thank you for the opportunity to express our interest in your company.

Respectfully,  
SSP America Inc.



Pat Murray  
Deputy CEO

Deleted: \_\_\_\_\_

**Agreed and Accepted:**  
Happy To Serve You Hospitality Group, Inc.



Name: Mauro Guddeni

Title: *PRESIDENT*

**In re: FOOD SERVICE AND RETAIL CONCESSIONS**  
**HOLLYWOOD BURBANK AIRPORT**

**DECLARATION OF CHANI HITT**

1. My name is Chani Hitt, and I am over the age of twenty-one (21). I am competent to make the statements set forth in this Declaration.

2. The facts of this Declaration are based on my personal knowledge and are true and correct to the best of my knowledge.

3. I am employed as the Sr. Director of Marketing, Business Development & Operations for Happy to Serve You Hospitality Group, Inc. (“HTSYHG”).

4. In September I was introduced to Mr. Steven Mora of MCS Burbank, LLC (“MCS”) concerning a potential opportunity for Food Service and Retail Concessions at the Hollywood Burbank Airport.

5. Following several communications, on September 27, 2024, I advised Mr. Mora that HTSYHG was included in another bid for this same project and that I needed to confirm with our legal team that we could be included in the MCS proposal. **Exhibit 1.**

6. On September 27, 2024 Antonia Lofaso asked me to provide Mr. Mora with copies of the our agreements with SSP America, Inc. for the Food Service and Retail Concessions at the Hollywood Burbank Airport.

7. I did not have a copy of the final agreement with SSP so I sent Mr. Mora a draft Confidential Letter of Intent (“LOI”) dated August 27, 2024, which was exchanged between Antonia Lofaso Catering, LLC. This document was not signed. My email to Mr. Mora with attachments is **Exhibit 2.**

8. At the time, I did not have a copy of the September 3, 2024 LOI executed by Mario Guddemi with SSP containing different terms and conditions than the draft August 27, 2024, LOI.

9. I am not a lawyer and was not involved in negotiations of the agreement with SSP. I was not aware of the differences between the draft August 27, 2024, LOI and the final executed September 3, 2024 LOI.

10. I declare that the foregoing is true and correct.



---

CHANI HITT

From: **Chani Hitt** <[chani.hitt@gmail.com](mailto:chani.hitt@gmail.com)>  
Date: Fri, Sep 27, 2024 at 9:21 AM  
Subject: Re: Deck needed  
To: steve mora <[steve@mcsburbank.com](mailto:steve@mcsburbank.com)>  
Cc: Antonia Lofaso <[dinnerbelleinc@aol.com](mailto:dinnerbelleinc@aol.com)>

Hi Steve,

Hope your week went well!

Following up here...

As Antonia disclosed to you, we currently are part of another bid for the BUR airport.

An LOI was signed with that company by one of the other partners, however, it was not signed by Antonia.

We are having her legal check the contents of the agreement, as we do not want to risk any potential breach of contract or future litigation issues.

As soon as legal gives us the green light, we can provide you with our menu (as we have it ready and I know we're on a tight timeline!).

Thank you for your patience, and please let us know if you have any questions/concerns.

All My Best,

**CHANI HITT**

*Sr. Director of Marketing, Business Development & Operations, **Happy to Serve You***

**Hospitality Group**

Los Angeles, California

c. 520.975.8412

e. [marketing@happytoserveyou.com](mailto:marketing@happytoserveyou.com)

p. [chani.hitt@gmail.com](mailto:chani.hitt@gmail.com)

[DAMA](#) | [Scopa Italian Roots](#) | [Black Market Liquor Bar](#) | [Antonia Lofaso](#)

[Catering](#) | [The Chestnut Club](#) | [The Local Peasant](#) | [Old Lightning](#) | [Chefletics](#)

---

**Subject:** FW: LOI & LOA  
**Attachments:** SSP - Antonia Lofaso LOI Revised 8-27-24.docx; SSP - Black Market Liquor Bar LOA.docx; SSP - Scopa LOA.docx

**From:** Chani Hitt <[chani.hitt@gmail.com](mailto:chani.hitt@gmail.com)>  
**Subject:** **LOI & LOA**  
**Date:** September 27, 2024 at 6:31:41 PM PDT  
**To:** steve mora <[steve@mcsburbank.com](mailto:steve@mcsburbank.com)>  
**Cc:** Antonia Lofaso <[dinnerbelleinc@aol.com](mailto:dinnerbelleinc@aol.com)>

Hi Steve,

Here's the documents for your reference:

**CHANI HITT**

*Sr. Director of Marketing, Business Development & Operations, **Happy to Serve You***

**Hospitality Group**

Los Angeles, California

c. 520.975.8412

e. [marketing@happytoserveyou.com](mailto:marketing@happytoserveyou.com)

p. [chani.hitt@gmail.com](mailto:chani.hitt@gmail.com)

[DAMA](#) | [Scopa Italian Roots](#) | [Black Market Liquor Bar](#) | [Antonia Lofaso Catering](#) | [The Chestnut Club](#) | [The Local Peasant](#) | [Old Lightning](#) | [Chefletics](#)

**August 27, 2024**

645 W 9<sup>th</sup> St. Ste 218  
Los Angeles, CA 90015

**BUR  
LAX  
Antonia Lofaso Catering LLC**

**CONFIDENTIAL LETTER OF INTENT**

Dear Ms. Lofaso:

This letter confirms the intent of SSP America, Inc. (“**SSP**”) and Antonia Lofaso Catering LLC (“**Licensor**”) to enter into a definitive brand license agreement (“**License Agreement**”) for the development and operation of food and beverage concessions at Hollywood-Burbank Airport or Los Angeles International Airport (“**Airport**”).

1. **Background.** SSP intends to submit one or more proposals (“**Proposal(s)**”) to develop food and beverage concessions in response to any Request for Proposal made by the Airport (“**RFP(s)**”). As part of its Proposal(s), SSP may include one or more Antonia Lofaso concepts (“**Restaurant(s)**”) featuring Licensor’s owned or licensed proprietary trade names, trademarks, trade dress, recipes, products, know-how and unique operating systems (collectively, the “**Trademarks and System**”).

2. **License Agreement Provisions.** The License Agreement will be prepared by SSP and will have the following provisions:

a. **Ownership and Capitalization.** SSP will own and operate the Restaurant and will be solely responsible to pay for all third-party costs of design, construction, equipment and operations at its sole discretion, with Licensor providing input from the date of the project kickoff to the 60% design stage of the Restaurant.

b. **Fees.** SSP will pay Licensor, on a quarterly basis, a royalty fee equal to 4% of the Restaurant’s net revenue based upon SSP’s fiscal year and brand profitability statement (“**Royalty Fee**”). Other than the foregoing fees, SSP will not pay Licensor any other fees, costs, expenses or charges relating in any way to any Proposal, RFP, Restaurant and License Agreement.

OR

b. **Fees.** SSP will pay Licensor, on a quarterly basis, a management fee equal to 20% of the Restaurant’s profits based upon SSP’s fiscal year and brand profitability statement (“**Management Fee**”). Licensor acknowledges that all administrative costs, distribution, storage, corporate and other operating costs shall form part of the expense portion of such statement. Other than the foregoing fees, SSP will not pay Licensor any other fees, costs, expenses or charges relating in any way to any Proposal, RFP, Restaurant and License Agreement. In addition, if at any time or for any reason, Licensor closes all restaurants that use the Trademarks and/or System within a 50 mile radius of the Airport, then Licensor will no longer be entitled to any fees, including without limitation, the Management Fee under the License Agreement.

c. **Menu; Products.** With input from Licensor, SSP will develop and implement the menu for the Restaurant and, as needed from time to time, may modify the menu and dining formats for the Restaurant. To maximize SSP’s supply chain efficiencies, Licensor and SSP will work together to ensure all products for the

Restaurant may be purchased by SSP from its preferred suppliers. Licensor will not receive commissions, credits or other compensation from any third-party vendors relating to purchases by SSP for the Restaurant.

d. Licensor Assistance. Licensor will provide information and assistance for architectural plans and drawings, signage, menu design, and recipes, and Licensor will provide pre-opening, opening and post-opening training. Licensor will also provide SSP with a complete and comprehensive manual for the development and operation of the Restaurant.

e. License Agreement Term. The initial term of the License Agreement will coincide with the term of the Airport lease that includes the Restaurant (“**Lease**”), and will be renewable at the option of SSP if the Lease term is extended. Because of the unique nature of airports, the Restaurant may be relocated within the Airport, temporarily closed or permanently closed or rebranded before the end of the initial term of the License Agreement.

f. Other Provisions. The License Agreement will include other provisions that are standard in the airport food and beverage concession industry.

3. Target Date. SSP and Licensor will use reasonable efforts to negotiate and execute the License Agreement within 90 days after the signing of the Lease by SSP and the Airport (“**Target Date**”).

#### **BINDING PROVISIONS**

4. Binding Provisions. This paragraph and all the following numbered paragraphs are contractually binding (“**Binding Provisions**”). Except for the Binding Provisions and the License Agreement (if fully signed), neither this letter nor any verbal, electronic, written or other communications or documents between SSP and Licensor are intended to be contractually binding and are not to be relied upon for any claim of inducement, implied contract, estoppel, contract by performance or similar theory.

5. Assistance with Proposal(s). In the event SSP includes the Restaurant or any other Licensor related concepts as part of its Proposal(s) in response to any RFP at the Airport, Licensor will use best efforts to (a) provide information and assistance to aid SSP’s preparation of the Proposal(s), (b) attend meetings and hearings with SSP and other licensors as part of any RFP process, and (c) only promote SSP’s Proposal(s).

6. Exclusive Relationship. Beginning on the date of this letter and ending two years after the date of an official public announcement by the Airport or applicable governing body of a non-appealable award under any RFP where a Proposal includes the Restaurant or any other Licensor related concept (“**Exclusivity Period**”), Licensor agrees that (a) SSP has the exclusive right to bid and propose the Restaurant and any other Licensor related concept in connection with any Proposal, RFP or other applicable proposal package related to the Airport (collectively, the “**Airport Proposals**”), and (b) Licensor (and its owners or any natural person with an ownership interest in Licensor and any of their close adult family members, such as a current spouse, parent, child, sibling, grandchild, or grandparent) or any of its affiliates or any of its or their representatives will not directly or indirectly enter into any commitments (whether or not binding) or contracts, and will not initiate, solicit, encourage, facilitate or continue any inquiries, discussions or negotiations with any third parties regarding the use of the Trademarks and System or proprietary products of Licensor or its affiliates in response to any Airport Proposals, or any amendments, supplements or re-issues of any Airport Proposals. In addition, during the Exclusivity Period, Licensor (and its owners or any natural person with an ownership interest in Licensor) or any of its affiliates or any of its or their representatives will promptly (and in any event within three days) notify SSP in writing of the receipt of any oral or written offer, indication of interest, proposal or inquiry to an alternative transaction with any third party at the



Airport, such notice to include the material terms thereof, including the identity of the person or group of persons involved.

7. Confidentiality. SSP and Licensor will use the other party's Confidential Information only to further the purposes of this letter and not otherwise for its own use or benefit. Additionally, SSP and Licensor will maintain the secrecy of the other's Confidential Information and will not in any way disclose or transfer such information for a period of three years after the date of this letter (except to their respective employees, attorneys and accountants with a need to know). "**Confidential Information**" includes the existence and content of this letter and any discussions, negotiations, disclosures, financial records, SSP's brand profitability statement, business plans, recipes, ideas, investigations, business or marketing plans and other trade secrets and confidential information that, under the circumstances surrounding disclosure, should reasonably be treated as confidential and/or proprietary by the recipient, whether in paper, electronic, verbal or other format. However, SSP may make disclosures to the Airport as required by any RFP, and either party may make any disclosures required by subpoena or other legal process after prior written notice to the other party.

8. Miscellaneous. SSP and Licensor agree to not make any statement, oral or written, or to perform any act or omission which causes, or can be reasonably expected to cause, any harm to the other's business, business relationships or reputation. In addition, the parties hereto acknowledge that a breach or threatened breach of this letter would cause irreparable harm for which monetary damages would be an inadequate remedy and that equitable relief, including specific performance and injunctive relief, may be used to enforce the provisions of this Agreement, in addition to any other remedy to which such party may be entitled.

9. Termination of Letter. This letter may be immediately terminated by mutual written agreement of SSP and Licensor.

10. Replacement. If the License Agreement is signed and delivered by SSP and Licensor, it will supersede and replace this letter in its entirety, including the Binding Provisions and despite the provisions of the following paragraph titled *Survival*.

11. Survival. This paragraph and the paragraphs titled *Binding Provisions*, *Exclusive Relationship*, and *Confidentiality* will survive any termination of this letter.

---

We believe the proposed relationship between us will be viewed favorably and welcomed by the Airport and by the traveling public. As such, this letter represents an important opportunity to enhance Licensor's brand value and future potential. If the foregoing is acceptable, please sign one copy of this letter and return it to Pat Murray, Deputy CEO. If you have any questions, please do not hesitate to call me. Thank you for the opportunity to express our interest in your company.

*Signatures on next page.*

Respectfully,  
SSP America, Inc.

---

Pat Murray  
Deputy CEO

**Agreed and Accepted:**  
Antonia Lofaso Catering LLC

---

Name:

Title:



**September 9, 2024**

Natalie Greene  
Sr. Director, Brands & Concepts  
SSP America, Inc.  
20408 Bashan Drive, Suite 300  
Ashburn, VA 20147

Re: Letter of Authorization

Dear Natalie,

Please accept this letter confirming our authorization that SSP America, Inc. ("SSP") has the rights to include Black Market Liquor Bar restaurants' trademarks, logos and products in the proposal of SSP to the lessor at the Hollywood Burbank Airport ("the Airport") regarding opportunities for development and operations of food and beverage concessions at the Airport.

With this letter, Black Market Liquor Bar grants SSP the rights to operate Black Market Liquor Bar at the Airport as proposed for the duration of the Food Service and Retail Concessions at the Hollywood Burbank Airport to be awarded.

This letter will remain in effect for one year following the date written above, and may be extended by mutual written agreement of the parties.

Sincerely,

Black Market Liquor Bar

Name:

Title:

**SSP America, Inc.**



**September 9, 2024**

Natalie Greene  
Sr. Director, Brands & Concepts  
SSP America, Inc.  
20408 Bashan Drive, Suite 300  
Ashburn, VA 20147

Re: Letter of Authorization

Dear Natalie,

Please accept this letter confirming our authorization that SSP America, Inc. (“SSP”) has the rights to include Scopa restaurants’ trademarks, logos and products in the proposal of SSP to the lessor at the Hollywood Burbank Airport (“the Airport”) regarding opportunities for development and operations of food and beverage concessions at the Airport.

With this letter, Scopa grants SSP the rights to operate Scopa at the Airport as proposed for the duration of the Food Service and Retail Concessions at the Hollywood Burbank Airport to be awarded.

This letter will remain in effect for one year following the date written above, and may be extended by mutual written agreement of the parties.

Sincerely,

Scopa

Name:

Title:

**SSP America, Inc.**

# SSP Presentation

## Part 2



# BURBANK

Hollywood Burbank Airport

  
The Food Travel Experts

# Meet The Team

## RESTAURATEURS WHO HAPPEN TO OPERATE IN AIRPORTS



**Pat Murray**  
Chief Executive Officer



**Dawn Hunter**  
Vice President,  
Development



**Scott Welding**  
Senior Vice President,  
Development and Pursuit of  
New Airports



**Natalie Greene**  
Senior Director, Brands and  
Concepts



**Heather Barry**  
Vice President, Strategic  
Partnerships



**Tony Corona**  
Airport Director of  
Operations



**Ed Hartless**  
Regional Vice President,  
Operations

# OUR ACDBE JOINT VENTURE PARTNERS



**Enjoy Repeat, Inc.**  
Greg Plummer, CEO

Greg Plummer is a seasoned Restaurateur, Entrepreneur, and Community Advocate and has been immersed in the airport restaurant industry since 2005. He serves on the Board of Directors for the Airport Minority Advisory Council (AMAC) Foundation and on the Board of the Airport Restaurant and Retail Association.

Greg is also a JV partner with SSP America at ONT Airport.



EL SEGUNDO, CA



**Make Good Company, LLC**  
Caitlin Bryant, CEO

Caitlin Bryant started Make Good Company after 18+ years of experience in airports, restaurants, and hotels. The multifaceted solution-forward consulting firm specializes in the hospitality industry, including airport concessions and logistics. Caitlin has experience in concession planning, logistics, and coordination overview, and was previously the GM for Westfield Airports at LAX overseeing concession programs for 5 Terminals.

Caitlin is also a JV partner with SSP America at ONT Airport.



LOS ANGELES, CA



**Nicholas & Associates, LLC**  
Nick Buford Crews, CEO

Founded in 2009, Nicholas & Associates operates airport food & beverage and retail concessions across the US. Nick's 16+ years experience spans various facets of the industry including, but not limited to, management of day-to-day operations, business development, human resources, & procurement.

Nicholas & Associates currently operates in ATL, LAX, IAD, and DCA Airports.



EL SEGUNDO, CA



# SSP America BUR, LLC

SSP America, Inc.  
75%

Enjoy Repeat, Inc.  
10%  
(ACDBE)

Make Good Company, LLC  
5%  
(ACDBE)

Nicholas & Associates, LLC  
10%  
(ACDBE)

Starbucks –Sublease

Alfred Coffee – ACDBE Sublease

Tony's Italian Deli

Society Kitchen

HomeState

Beachwood Cafe

Dog Haus

The Red Chickz

Sotta

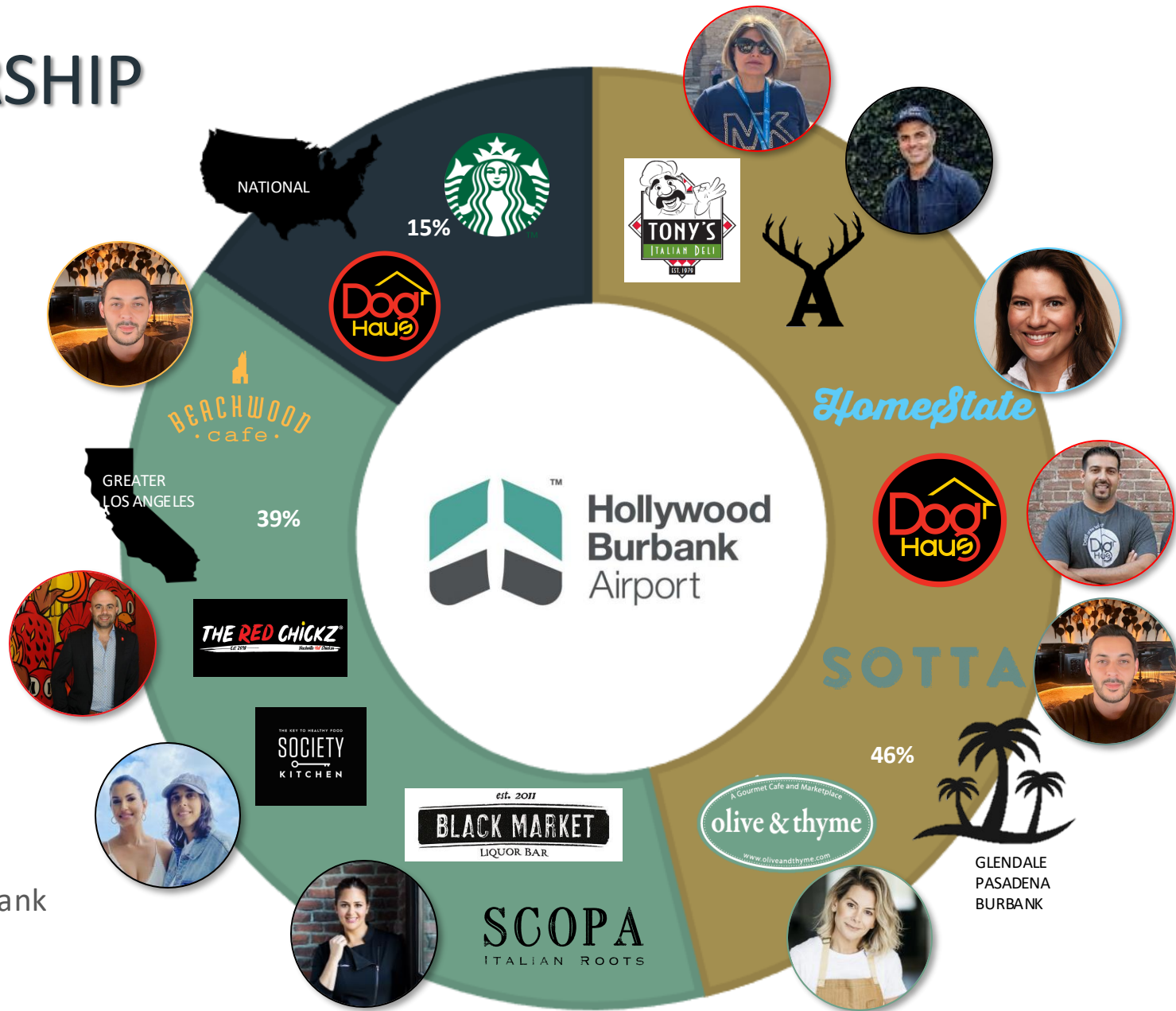
Greenlight Bar + Bites

Scopa

Black Market Liquor Bar

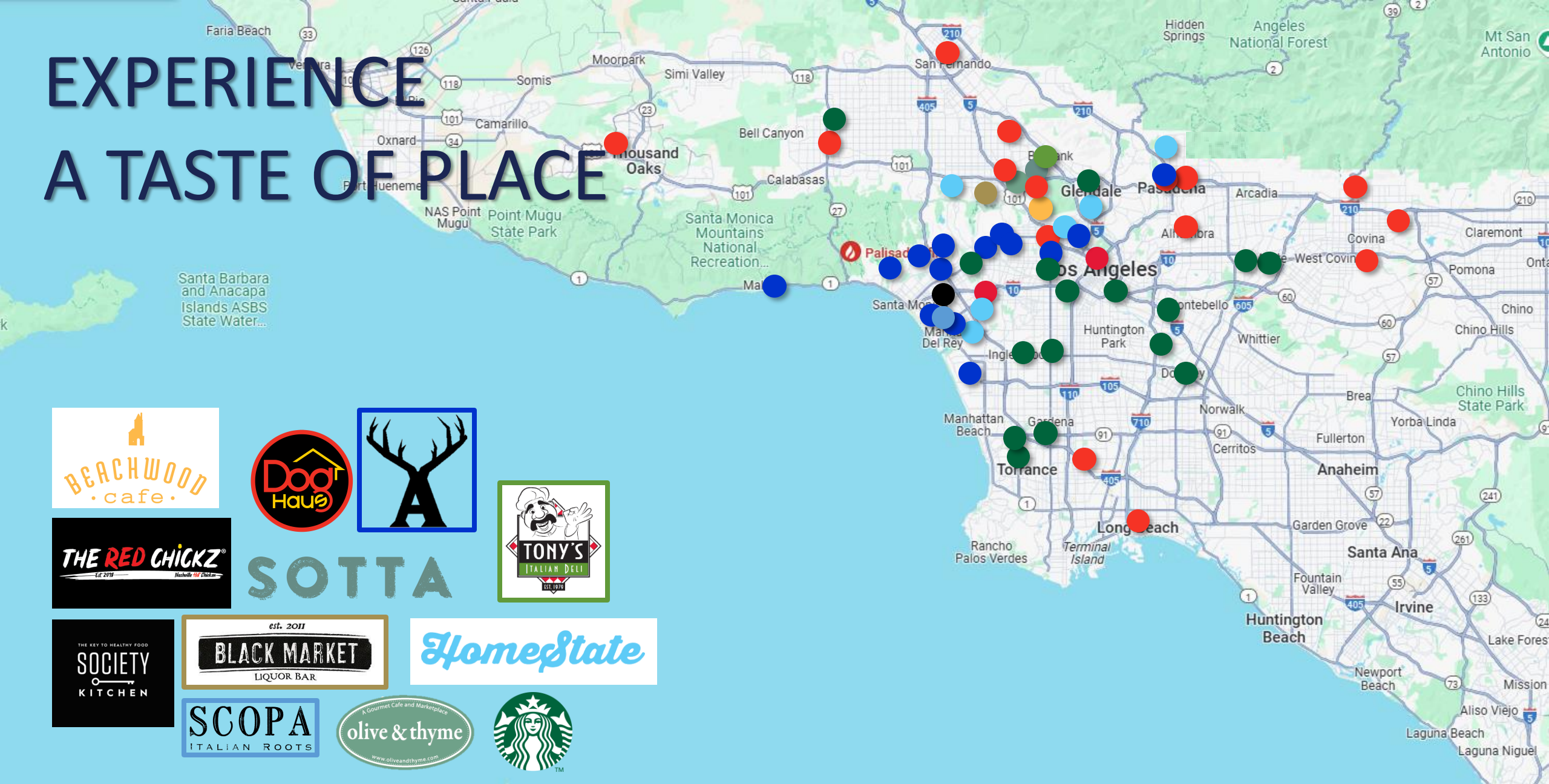
Olive & Thyme

# LOCAL OWNERSHIP



- Glendale / Pasadena / Burbank
- Greater Los Angeles
- National

# EXPERIENCE A TASTE OF PLACE



SOTTA



# PASSION FOR A TASTE OF PLACE

**SSP America was established in 2007 and accounts for more than 400 food & beverage and retail facilities in 50+ airports across the U.S., Canada, and the Caribbean. The SSP America team is driven by a shared vision to bring authentic restaurant experiences and local retail offerings to every airport in North America. We have a passion for exceptional food served by people who believe in heartfelt hospitality.**



# By The Numbers

10,000  
employees



9,200  
hourly



800  
salaried

more  
than  
400  
brands

\$1 billion  
annual revenue



163,000  
customers  
daily



500+  
units



55  
airports

# SSP On The Ground



# PASSION Principles™

**P**ASSION for every detail  
**A**UTHENTIC experiences  
**S**ERVICE from the heart  
**S**INCERITY every step of the way  
**I**NNOVATION every day  
**O**PEN to new ideas  
**N**OBLE at all times

a passion for a  
**taste**  
of place

“

*I'm a food travel expert from SSP America. We're passionate about bringing cool, authentic restaurants to airports that reflect a taste a place.*

”





# We will deliver a world-class commercial program that brings the terminal experience at BUR to an entirely new level.

Goes beyond meeting the passenger's needs

1

Offers a compelling environment reflective of the community

2

Designed to achieve the highest level of results

3



HomeState



SOTTA



SCOPA  
ITALIAN ROOTS



GREENLIGHT  
BAR + BITES





“ Nestled in the heart of charming Downtown Burbank, Tony’s Italian Deli is a beloved local gem known for its authentic homemade Italian fare. Our deli’s extensive menu features a mouthwatering selection of sandwiches and fresh salads all crafted from time-honored recipes and the finest ingredients. ”

- Shakeh Hambarchian, Co-Owner

- **Original Burbank institution**, serving high-quality Italian foods and everyday meal options for great value at easy convenience.
- Classic concept that meshes the familiar and the fresh, capturing an all dayparts, **all kinds of customer appeal** without compromising on the elevation of the experience.
- Forever **on-trend food and beverage** offering that surpasses passenger expectations, providing a wide choice of options and variety at different price points.







“

Society Kitchen is an all-day brunch, lunch, and dinner bistro dedicated to serving food and drink made with ingredients sourced from local farms. **Our goal is to satisfy our guests with the simple pleasure of a great meal**, the same feeling my sister and I would experience when returning home from college and going straight to our mother’s kitchen.

”

- Nicole Ghafourian, Owner





# HomeState

Local brand with a strong presence in the greater Los Angeles community, creating deep connections with regular customers.



“

I founded HomeState in 2013 with the dream of sharing my identity through food and hospitality. We aim to be your home away from home, no matter where you are from.” sense of home with the taste of a local favorite at Burbank airport.

”

- Brianna Valdez, Founder & CEO



PASADENA  
GLENDALE







## BEACHWOOD · cafe ·



Known for its creative menu with Mediterranean, Asian, and Scandinavian influences, Beachwood Cafe offers a diverse range of dishes made from scratch, using only the freshest ingredients. **The cafe isn't just a place to eat—it's a hub of connection, where guests feel like part of the neighborhood.** Whether you're enjoying a cozy breakfast or an afternoon coffee, Beachwood Cafe delivers an experience that is as memorable as its food.

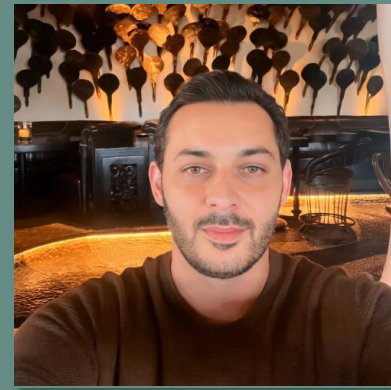
**-Mike Fahim, Owner**





“ Sotta, located in the heart of Burbank, just down the street from Disney Studios, is a welcoming Mediterranean kitchen that blends tradition with a modern touch. The restaurant serves fresh, vibrant Mediterranean flavors, including signature grilled kabobs and a variety of dishes that cater to vegetarian and gluten-free preferences. Sotta’s laid-back, inviting atmosphere is perfect for locals, families, and studio executives looking to enjoy a high-quality fast casual meal. ”

-Mike Fahim , Owner



# SOTTA

- **Local Burbank brand** delivers nationally trending concept with refined new California aesthetics and sharp focus on freshness.
- Accessible front counter style service that prioritizes efficiency and customizability, creating a unique, personal, and elevated experience.
- High-quality food and beverage offering that surpasses passenger expectations, providing a wide choice of options and unbeatable value.





“

Dog Haus’ acclaimed chef-driven take on American classics has brought West Coast culinary thinking to burger, brat and brew lovers across the nation. **Although we started in Pasadena, we’ve been operating in Burbank for over a decade and our food is a hometown favorite.** Taking Dog Haus into the Burbank Airport is an exciting way to showcase the area’s food culture and casual vibe, giving travelers a real taste of Southern California.

”  
- Hagop Giragossian,  
Founding Partner



PASADENA  
BURBANK  
LOS ANGELES



# THE RED CHICKZ®

Est. 2018

Nashville Hot Chicken

- On-trend chicken concept cooking up **the crunchiest, hand-breaded, always fresh Nashville-style** hot chicken in California.
- **Social media savvy brand that personally connects with customers** through mouthwatering content and continued product innovation.
- High-quality food and beverage offering that **surpasses passenger expectations**, providing a wide choice of options and unbeatable value.



LOS  
ANGELES  
CULVER CITY



“ At The Red Chickz, we’re reimagining Nashville Hot Chicken with a bold California twist, offering the crunchiest, most flavorful chicken on the market – with or without the heat. The Red Chickz is the result of passion, perseverance, and a deep love for great food. What started in downtown Los Angeles has quickly grown into a beloved staple of the city and a viral sensation, thanks to our diverse menu, and unmatched flavors. ”

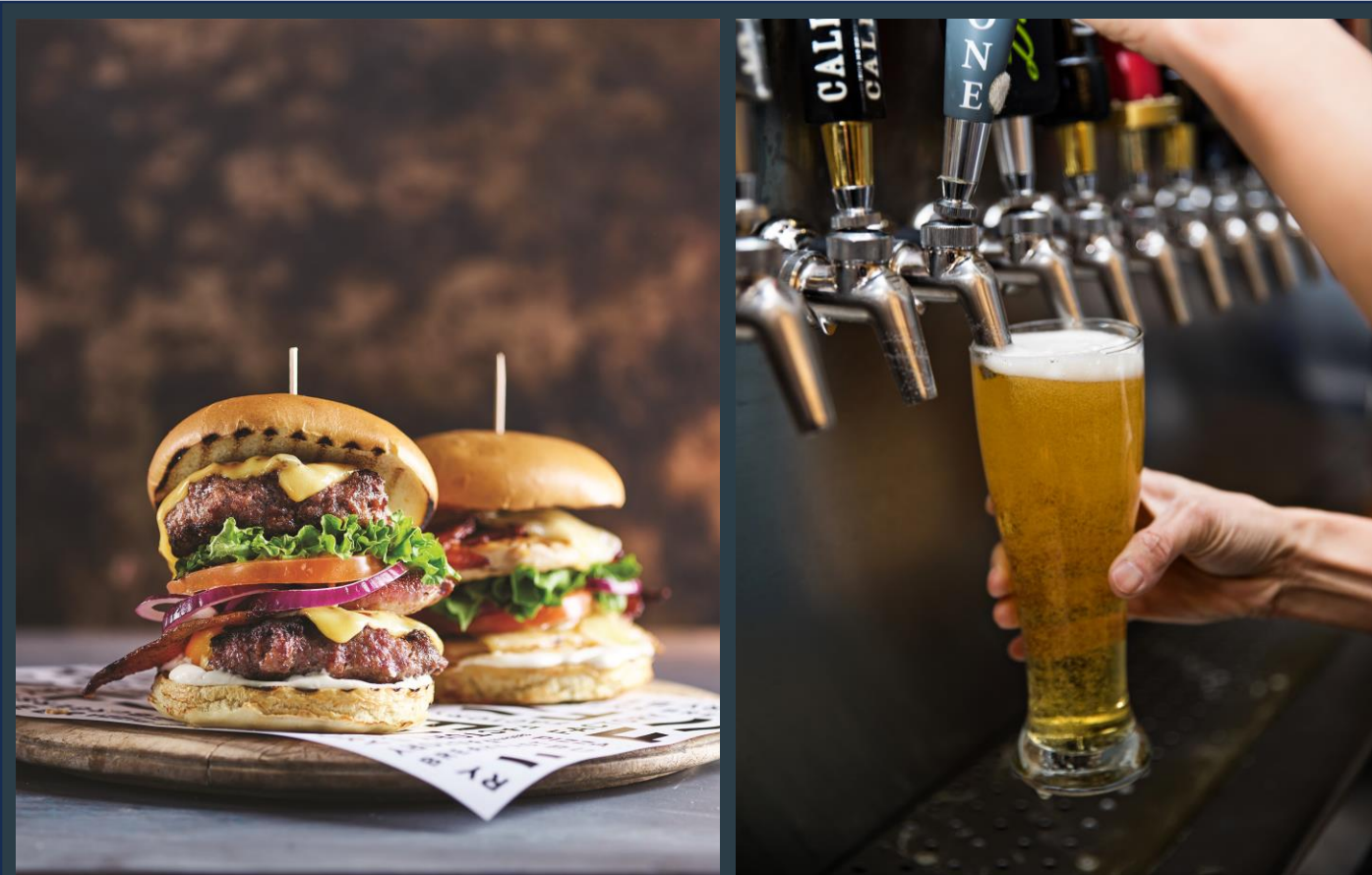
- Shawn Lalezarian, CEO and Founder



# GREENLIGHT

BAR + BITES

- Bespoke cocktail brand **evoking the spirit of the Old Hollywood dream**, intertwining the filmmakers greenlight with takeoff.
- Refined, upscale new American cocktail bar featuring a signature cocktail list, local draft beer, and an extensive list of **award-winning California state wines** and on-trend varietals.
- Delicately curated, **hyper local beverage offering that surpasses passenger expectations**, providing a wide choice of options, multiple experiences, and unbeatable value.







# SCOPA

## ITALIAN ROOTS

“

Conceptually, I want the Scopa Italian Market at BUR to feel like you're dining at the restaurant. There's certain foods and certain styles of food that give people comfort when they're flying, so we're working to adapt our offering for the airport environment. **But the energy, the vibe, the quality of the food—that all has to be way beyond expectations.** ”

- Chef Antonia Lofaso









est. 2011

# BLACK MARKET

LIQUOR BAR

“ We’re excited to bring the Black Market experience to Hollywood Burbank Airport, adjacent to our Studio City home. A Black Market outpost at Hollywood Burbank would allow us to serve travelers who already know and love our brand throughout the San Fernando Valley. Our airport location will capture the same atmosphere as our restaurant while catering to the fast pace of travel with comforting, elevated dishes. **The goal is simple: to create a welcoming space where people can gather, enjoy exceptional food and drinks, and feel a sense of community.** Whether you’re savoring a full-service meal or a quick pre-departure cocktail, our dedication to quality and hospitality remains at the heart of everything we do. ”

- Chef Antonia Lofaso



STUDIO CITY

# BLACK MARKET LIQUOR BAR

ORDER PICK UP

BEVERAGES FRESH MEALS

STARTERS PASTAS MAINS

EST. 2011

ORDER



BLACK MARKET LIQUOR BAR





- A familiar sight in airports across the globe, Starbucks promises passengers **consistently executed premium coffee drinks**, tea drinks, sandwiches, bakery snacks, and more.
- Starbucks welcomes every passenger demographic with its mega-chain status and **industry-celebrated speed, efficiency, and high-quality customer service**.
- In an environment where speed is of the essence, Starbucks' **brand recognition brings a welcome decisive option**—passengers don't need to think; they just need to head to the counter or self-order kiosk and order their favorite menu item.

# STARBUCKS







“

Olive & Thyme was created out of my love for food and togetherness. When we first opened, we were a small open kitchen in Toluca Lake. We have now grown into a destination and a cornerstone of the community. We prioritize quality with fresh, natural, and locally sourced ingredients. **We work closely with local farmers to thoughtfully select each ingredient to perfect our dishes. Whether one craves something savory or sweet, light or indulgent, every bite ensures a memorable experience.**

As travelers navigate the stresses of their journey and make decisions for their next airport meal, we aim to bring them a sense of home with the taste of a local favorite at Burbank airport. ”

**- Melina Davies, Founder & Owner**



# olive & thyme



ORDER

Breakfast & Brunch | Beverages | Sandwiches | Salads & Rice Bowls

ORDER

PICK UP





“

As a brand deeply intertwined with the vibrant mosaic of Los Angeles, Alfred Coffee is thrilled to extend its unique experience to Burbank Airport. Known for our signature blend of exceptional quality, chic style, and a strong sense of community, we aim to offer travelers a genuine slice of L.A.'s iconic coffee culture. **Whether they're touching down or taking off, guests can savor the unmistakable flavors and welcoming ambiance that have made Alfred Coffee a beloved fixture in the city.** Our presence at the airport symbolizes more than just a convenient caffeine fix; it's a gateway to the lifestyle and essence of Los Angeles, ensuring every journey begins or ends with a memorable moment.

”

– Josh Zad, Founder of Alfred Coffee

*\* Operated by Enjoy Repeat / Greg Plummer*



**BURBANK**  
**LOS**  
**ANGELES**  
**PASADENA**

B-03 Gourmet  
Coffee  
Small Business  
Operator



**B-03** Gourmet  
Coffee  
Small Business  
Operator

ACDBE certified by the  
**Los Angeles County Metropolitan  
Transportation Authority**

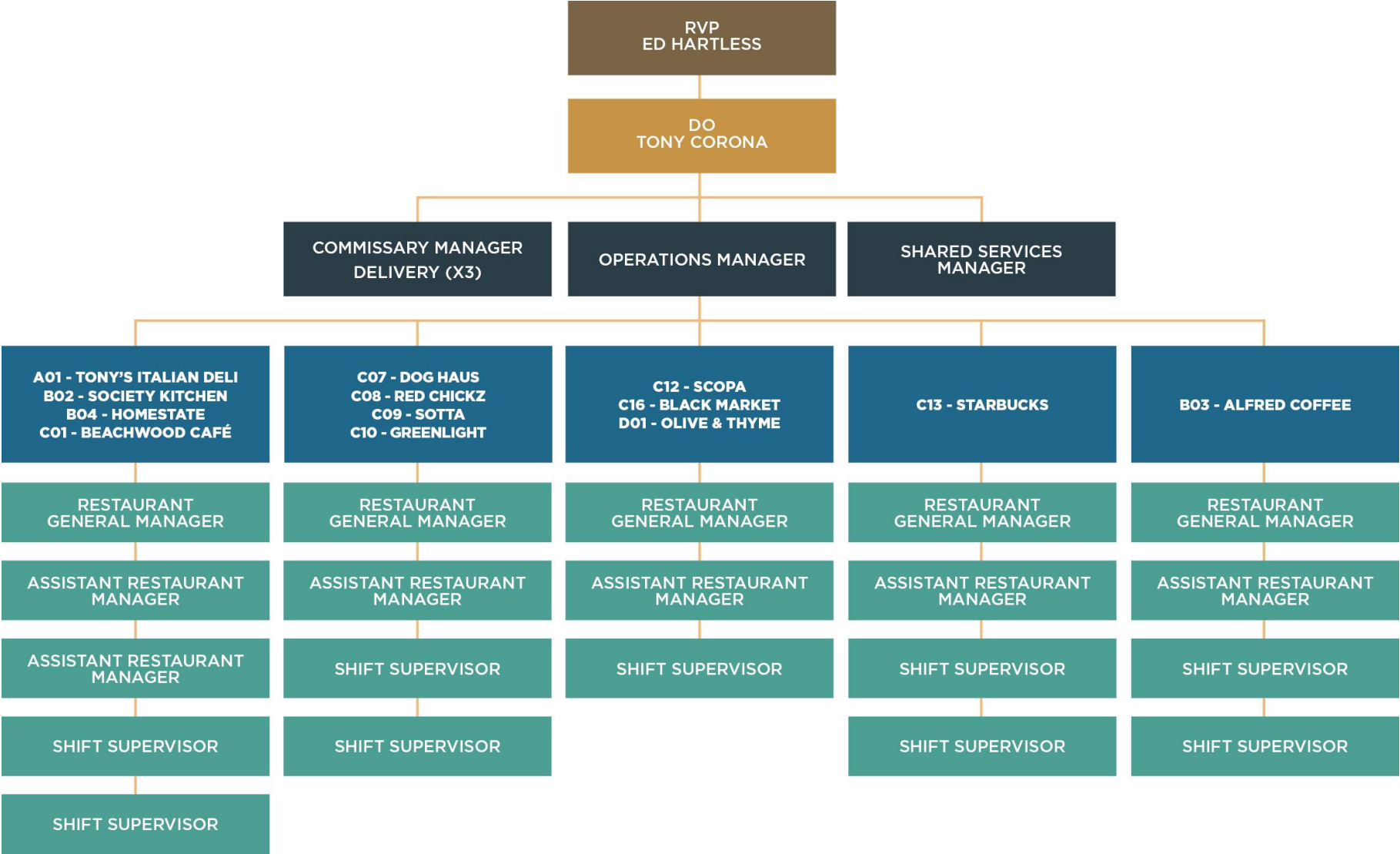


“At its simplest form, we get to make people happy. We’re serving one of their basic needs often during a time of celebration. We like to go above and beyond and make people feel special with small gestures.

- Greg Plummer, CEO  
*Enjoy Repeat*



# SSP OPERATIONS AT BUR



# OUR PEOPLE-FIRST CULTURE DRIVES...

Service from the Heart

Exceptional Customer Experience

Authentic Brand Engagement

Pride of Place and Stewardship

Operational Efficiency

Passion for Community Engagement

Commitment to Excellence



**DID YOU KNOW...**

**45% OF OUR MANAGERS ARE  
FORMER SSP HOURLY STAFF**

# THE MOST EXPERIENCED TEAM IN THE AVIATION SECTOR

THE SSP AMERICA TEAM BUILDS ON AVERAGE  
ONE NEW RESTAURANT EVERY THIRD DAY

## PRIMARY OBJECTIVES:

1. **No Interruptions**—Ensures continuity of service to travelers during transition;
2. **Achieve Quality Standards**—Passion for Quality of Food and Operations;  
*and*
3. **Consistent Communications**—Adheres to a consistent communications plan.



# PRO FORMA STATEMENT (Revised)

Hollywood Burbank Airport  
Concession Pro Forma Statement  
Package 1  
CONSOLIDATED STATEMENT

Proposer: **SSP America BUR, LLC**

PRO FORMA  
(constant 2024 dollars)

**This consolidated financial statement automatically calculates from the unit statements and should not require proposer input. Please verify that all applicable units are included.**

CALENDAR YEAR	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Total
<b>ASSUMPTIONS USED</b>													
Enplanements <sup>1</sup>	3,245,032	3,314,549	3,384,547	3,455,001	3,525,742	3,596,883	3,668,821	3,742,197	3,817,041	3,893,382	3,971,249	4,050,674	43,665,118
Sales per Enplanement	\$ 11.18	\$ 11.59	\$ 12.01	\$ 12.13	\$ 12.26	\$ 12.39	\$ 12.53	\$ 12.66	\$ 12.80	\$ 12.94	\$ 13.08	\$ 13.23	\$ 12.44
Total Square Feet <sup>2</sup>	17,487	17,487	17,487	17,487	17,487	17,487	17,487	17,487	17,487	17,487	17,487	17,487	17,487
Sales per Square Foot	\$ 2,074	\$ 2,196	\$ 2,325	\$ 2,397	\$ 2,472	\$ 2,549	\$ 2,628	\$ 2,710	\$ 2,794	\$ 2,881	\$ 2,971	\$ 3,064	\$ 2,588
<b>PROJECTIONS</b>													
<b>Gross Sales</b> (use as applicable)													
Food and Non-Alcoholic Beverages	\$ 25,603,578	\$ 27,102,369	\$ 28,664,349	\$ 29,555,787	\$ 30,474,953	\$ 31,422,707	\$ 32,399,940	\$ 33,407,568	\$ 34,446,536	\$ 35,517,821	\$ 36,622,427	\$ 37,761,390	\$ 382,979,424
Alcoholic Beverages (if permitted)	\$ 10,661,439	\$ 11,306,457	\$ 11,990,497	\$ 12,364,721	\$ 12,750,623	\$ 13,148,570	\$ 13,558,937	\$ 13,982,112	\$ 14,418,493	\$ 14,868,495	\$ 15,332,540	\$ 15,811,069	\$ 160,193,954
Merchandise	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Sales</b>	<b>\$ 36,265,017</b>	<b>\$ 38,408,826</b>	<b>\$ 40,654,846</b>	<b>\$ 41,920,508</b>	<b>\$ 43,225,576</b>	<b>\$ 44,571,277</b>	<b>\$ 45,958,877</b>	<b>\$ 47,389,679</b>	<b>\$ 48,865,030</b>	<b>\$ 50,386,316</b>	<b>\$ 51,954,967</b>	<b>\$ 53,572,459</b>	<b>\$ 543,173,378</b>
Cost of Goods Sold	\$ 8,150,191	\$ 8,629,968	\$ 9,131,487	\$ 9,415,639	\$ 9,708,634	\$ 10,010,748	\$ 10,322,264	\$ 10,643,475	\$ 10,974,682	\$ 11,316,197	\$ 11,668,341	\$ 12,031,443	\$ 122,003,069
Gross Profit	\$ 28,114,826	\$ 29,778,858	\$ 31,523,359	\$ 32,504,869	\$ 33,516,942	\$ 34,560,529	\$ 35,636,613	\$ 36,746,205	\$ 37,890,348	\$ 39,070,119	\$ 40,286,627	\$ 41,541,015	\$ 421,170,309
<b>Expenses</b>													
Payroll	\$ 9,804,357	\$ 10,776,009	\$ 11,809,001	\$ 12,403,796	\$ 13,028,570	\$ 13,684,835	\$ 14,374,178	\$ 15,098,270	\$ 15,858,862	\$ 16,657,797	\$ 17,497,007	\$ 18,378,526	\$ 169,371,209
Benefits	\$ 3,903,385	\$ 4,290,210	\$ 4,701,284	\$ 4,936,348	\$ 5,183,165	\$ 5,442,324	\$ 5,714,440	\$ 6,000,162	\$ 6,300,170	\$ 6,615,178	\$ 6,945,937	\$ 7,293,234	\$ 67,325,837
Utilities	\$ 739,781	\$ 783,533	\$ 829,382	\$ 865,204	\$ 881,829	\$ 909,284	\$ 937,593	\$ 966,784	\$ 996,884	\$ 1,027,921	\$ 1,059,924	\$ 1,092,924	\$ 11,081,043
Operating Expenses	\$ 1,459,289	\$ 1,545,555	\$ 1,635,934	\$ 1,686,863	\$ 1,739,529	\$ 1,793,529	\$ 1,849,366	\$ 1,906,941	\$ 1,966,308	\$ 2,027,524	\$ 2,090,646	\$ 2,155,733	\$ 21,857,066
Franchise/License Fees	\$ 1,334,464	\$ 1,412,185	\$ 1,492,960	\$ 1,539,365	\$ 1,587,212	\$ 1,636,547	\$ 1,687,415	\$ 1,739,865	\$ 1,793,945	\$ 1,849,707	\$ 1,907,202	\$ 1,966,484	\$ 19,947,350
Rent to Airport (excludes storage)	\$ 2,901,201	\$ 3,072,706	\$ 3,252,388	\$ 3,353,641	\$ 3,458,046	\$ 3,565,702	\$ 3,676,710	\$ 3,791,174	\$ 3,909,202	\$ 4,030,905	\$ 4,156,397	\$ 4,285,797	\$ 43,453,870
Storage Space Rent	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
General & Administrative	\$ 1,094,467	\$ 1,159,175	\$ 1,226,974	\$ 1,265,172	\$ 1,304,560	\$ 1,345,175	\$ 1,387,053	\$ 1,430,236	\$ 1,474,763	\$ 1,520,677	\$ 1,568,020	\$ 1,616,837	\$ 16,393,110
Marketing Expenses	\$ 181,325	\$ 192,044	\$ 203,274	\$ 209,603	\$ 216,128	\$ 222,856	\$ 229,794	\$ 236,948	\$ 244,325	\$ 251,932	\$ 259,775	\$ 267,862	\$ 2,715,867
Insurance	\$ 92,538	\$ 98,011	\$ 103,746	\$ 106,976	\$ 110,307	\$ 113,741	\$ 117,282	\$ 120,933	\$ 124,699	\$ 128,581	\$ 132,584	\$ 136,712	\$ 1,386,109
Other Direct Expenses	\$ 674,619	\$ 126,096	\$ 133,469	\$ 137,624	\$ 141,908	\$ 146,326	\$ 150,882	\$ 155,579	\$ 160,422	\$ 165,417	\$ 170,566	\$ 175,876	\$ 2,338,785
<b>Total Expenses</b>	<b>\$ 22,185,425</b>	<b>\$ 23,455,525</b>	<b>\$ 25,388,412</b>	<b>\$ 26,494,592</b>	<b>\$ 27,651,105</b>	<b>\$ 28,860,318</b>	<b>\$ 30,124,714</b>	<b>\$ 31,446,893</b>	<b>\$ 32,829,581</b>	<b>\$ 34,275,638</b>	<b>\$ 35,788,059</b>	<b>\$ 37,369,985</b>	<b>\$ 355,870,246</b>
EBITDA	\$ 5,929,401	\$ 6,323,333	\$ 6,134,947	\$ 6,010,277	\$ 5,865,837	\$ 5,700,211	\$ 5,511,899	\$ 5,299,312	\$ 5,060,767	\$ 4,794,481	\$ 4,498,568	\$ 4,171,030	\$ 65,300,062
Interest, Depreciation, and Amortization	\$ 2,327,280	\$ 2,327,280	\$ 2,327,280	\$ 2,327,280	\$ 2,327,280	\$ 2,325,463	\$ 2,325,463	\$ 2,325,463	\$ 2,325,463	\$ 2,325,463	\$ -	\$ -	\$ 26,763,715
<b>Net Profit Before Taxes</b>	<b>\$ 3,602,121</b>	<b>\$ 3,996,053</b>	<b>\$ 3,807,668</b>	<b>\$ 3,682,997</b>	<b>\$ 3,538,557</b>	<b>\$ 2,674,747</b>	<b>\$ 2,486,435</b>	<b>\$ 2,273,849</b>	<b>\$ 2,035,303</b>	<b>\$ 1,769,018</b>	<b>\$ 4,498,568</b>	<b>\$ 4,171,030</b>	<b>\$ 38,536,347</b>
<b>Total Initial Investment<sup>3</sup></b>													<b>\$ 23,272,796</b>
Initial Investment per Square Foot													\$ 1,331
<b>Total Midterm Investment<sup>3</sup></b>													<b>\$ 3,490,919</b>
Midterm Investment per Square Foot													\$ 200

**Notes:**

(1) The enplanements shown are projections provided solely for the purpose of this RFP. These forecasts are not guaranteed or meant to assure any future passenger level at the airport. While these enplanements will be used to determine a consistent measure for sales per enplanement among the proposers, each proposer is responsible for independently developing their own projections. It should be noted that the enplanement levels for Year 1 assume an opening date of January, but actual opening dates may vary throughout the year. Similarly, the enplanement levels in Year 12 assume a lease expiration in December, whereas the actual expiration date may differ depending on the lease commencement date.

(2) Total Square Feet for the package must equal 15,551 or 17,559. Do not change the total square footage for any unit in this package other than the Bistro with Bar and Takeout.

(3) The minimum acceptable investment per square foot for each package is defined in the RFP. Proposer's proposed investment must equal or exceed this figure.

Please provide any necessary or additional explanation on the "Proposer Notes" tab within this workbook.

# PRO FORMA STATEMENT (Alfred Coffee)



Hollywood Burbank Airport  
 Concession Pro Forma Statement  
 Package 3, B03: Gourmet Coffee, Post-Security, Level 1  
 Unit Concept Name (please insert below)  
 Alfred Coffee

Proposer: SSP America BUR, LLC

PRO FORMA  
 (constant 2024 dollars)

Please input data points for relevant years in the shaded cells with red text

CALENDAR YEAR	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Total
<b>ASSUMPTIONS USED</b>													
Enplanements <sup>1</sup>	3,245,032	3,314,549	3,384,547	3,455,001	3,525,742	3,596,893	3,668,821	3,742,197	3,817,041	3,893,382	3,971,249	4,050,674	43,665,118
Sales per Enplanement	\$ 0.43	\$ 0.43	\$ 0.44	\$ 0.44	\$ 0.45	\$ 0.45	\$ 0.46	\$ 0.46	\$ 0.46	\$ 0.47	\$ 0.47	\$ 0.48	\$ 0.45
Total Square Feet	1,004	1,004	1,004	1,004	1,004	1,004	1,004	1,004	1,004	1,004	1,004	1,004	1,004
Sales per Square Foot	\$ 1,387	\$ 1,430	\$ 1,475	\$ 1,521	\$ 1,568	\$ 1,615	\$ 1,664	\$ 1,714	\$ 1,766	\$ 1,819	\$ 1,874	\$ 1,931	\$ 1,647
<b>PROJECTIONS</b>													
<b>Gross Sales</b> (use as applicable)													
Food and Non-Alcoholic Beverages	\$ 1,392,119	\$ 1,436,161	\$ 1,481,155	\$ 1,527,107	\$ 1,573,959	\$ 1,621,775	\$ 1,670,752	\$ 1,721,209	\$ 1,773,189	\$ 1,826,740	\$ 1,881,907	\$ 1,938,741	\$ 19,844,813
Alcoholic Beverages (if permitted)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Merchandise	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Sales</b>	\$ 1,392,119	\$ 1,436,161	\$ 1,481,155	\$ 1,527,107	\$ 1,573,959	\$ 1,621,775	\$ 1,670,752	\$ 1,721,209	\$ 1,773,189	\$ 1,826,740	\$ 1,881,907	\$ 1,938,741	\$ 19,844,813
Cost of Goods Sold	\$ 292,345	\$ 301,594	\$ 311,043	\$ 320,693	\$ 330,531	\$ 340,573	\$ 350,858	\$ 361,454	\$ 372,370	\$ 383,615	\$ 395,200	\$ 407,138	\$ 4,167,411
Gross Profit	\$ 1,099,774	\$ 1,134,567	\$ 1,170,113	\$ 1,206,415	\$ 1,243,427	\$ 1,281,202	\$ 1,319,894	\$ 1,359,755	\$ 1,400,820	\$ 1,443,124	\$ 1,486,706	\$ 1,531,605	\$ 15,677,402
<b>Expenses</b>													
Payroll	\$ 432,840	\$ 445,619	\$ 458,988	\$ 472,757	\$ 486,940	\$ 501,548	\$ 516,595	\$ 532,093	\$ 548,055	\$ 564,497	\$ 581,432	\$ 598,875	\$ 6,140,040
Benefits	\$ 129,792	\$ 133,688	\$ 137,696	\$ 141,827	\$ 146,082	\$ 150,465	\$ 154,978	\$ 159,628	\$ 164,417	\$ 169,349	\$ 174,430	\$ 179,662	\$ 1,842,012
Utilities	\$ 27,842	\$ 28,723	\$ 29,623	\$ 30,542	\$ 31,479	\$ 32,435	\$ 33,415	\$ 34,424	\$ 35,464	\$ 36,535	\$ 37,638	\$ 38,775	\$ 396,996
Operating Expenses	\$ 83,527	\$ 86,170	\$ 88,869	\$ 91,625	\$ 94,438	\$ 97,306	\$ 100,245	\$ 103,273	\$ 106,391	\$ 109,604	\$ 112,914	\$ 116,324	\$ 1,180,689
Franchise/License Fees	\$ 55,685	\$ 57,446	\$ 59,246	\$ 61,084	\$ 62,958	\$ 64,871	\$ 66,830	\$ 68,848	\$ 70,928	\$ 73,070	\$ 75,276	\$ 77,550	\$ 793,793
Rent to Airport (excludes storage)	\$ 111,389	\$ 114,893	\$ 118,492	\$ 122,189	\$ 125,917	\$ 129,742	\$ 133,660	\$ 137,697	\$ 141,855	\$ 146,139	\$ 150,553	\$ 155,099	\$ 1,587,585
Storage Space Rent	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
General & Administrative	\$ 41,764	\$ 43,085	\$ 44,435	\$ 45,813	\$ 47,219	\$ 48,653	\$ 50,123	\$ 51,636	\$ 53,196	\$ 54,802	\$ 56,457	\$ 58,162	\$ 595,344
Marketing Expenses	\$ 6,961	\$ 7,181	\$ 7,406	\$ 7,636	\$ 7,870	\$ 8,109	\$ 8,354	\$ 8,606	\$ 8,866	\$ 9,134	\$ 9,410	\$ 9,694	\$ 99,224
Insurance	\$ 3,480	\$ 3,590	\$ 3,703	\$ 3,818	\$ 3,935	\$ 4,054	\$ 4,177	\$ 4,303	\$ 4,433	\$ 4,567	\$ 4,705	\$ 4,847	\$ 49,612
Other Direct Expenses	\$ 5,568	\$ 5,745	\$ 5,925	\$ 6,108	\$ 6,296	\$ 6,487	\$ 6,683	\$ 6,885	\$ 7,093	\$ 7,307	\$ 7,528	\$ 7,755	\$ 79,379
<b>Total Expenses</b>	\$ 988,629	\$ 926,138	\$ 954,383	\$ 983,381	\$ 1,013,133	\$ 1,043,671	\$ 1,075,060	\$ 1,107,392	\$ 1,140,697	\$ 1,175,004	\$ 1,210,342	\$ 1,246,743	\$ 12,774,574
EBITDA	\$ 201,145	\$ 208,429	\$ 215,730	\$ 223,034	\$ 230,294	\$ 237,530	\$ 244,834	\$ 252,363	\$ 260,122	\$ 268,121	\$ 276,364	\$ 284,862	\$ 2,902,828
Interest, Depreciation, and Amortization	\$ 120,480	\$ 120,480	\$ 120,480	\$ 120,480	\$ 120,480	\$ 156,824	\$ 156,824	\$ 156,824	\$ 156,824	\$ 156,824	\$ 156,824	\$ -	\$ 1,385,520
<b>Net Profit Before Taxes</b>	\$ 80,665	\$ 87,949	\$ 95,250	\$ 102,554	\$ 109,814	\$ 80,906	\$ 88,210	\$ 95,739	\$ 103,498	\$ 111,497	\$ 276,364	\$ 284,862	\$ 1,517,308
<b>Total Initial Investment<sup>2</sup></b>													\$ 1,204,800
Initial Investment per Square Foot													\$ 1,200
<b>Total Midterm Investment<sup>2</sup></b>													\$ 180,720
Midterm Investment per Square Foot													\$ 180

**Notes:**

(1) The enplanements shown are projections provided solely for the purpose of this RFP. These forecasts are not guaranteed or meant to assure any future passenger level at the airport. While these enplanements will be used to determine a consistent measure for sales per enplanement among the proposers, each proposer is responsible for independently developing their own projections. It should be noted that the enplanement levels for Year 1 assume an opening date of January, but actual opening dates may vary throughout the year. Similarly, the enplanement levels in Year 12 assume a lease expiration in December, whereas the actual expiration date may differ depending on the lease commencement date.

(2) The minimum acceptable investment per square foot for each package is defined in the RFP. Proposer's proposed investment must equal or exceed this figure.

Please provide any necessary explanation or detail on the "Proposer Notes" tab within this workbook.



# MEMORANDUM OF UNDERSTANDING

## UNITE HERE Local 11

### MEMORANDUM OF AGREEMENT

THIS AGREEMENT is made and entered into by and between SSP America, Inc. (hereinafter the "Employer") and UNITE HERE Local 11 (the "Union").

1. This Agreement shall cover all employees employed in classifications listed in Exhibit A, or in classifications called by different names when performing similar duties, (referred to hereinafter as "Employees") in any operation ("Operation") within Los Angeles County, Orange County, Riverside County, or San Bernardino County in the state of California or in the state of Arizona—with the exceptions of operations at LAX and John Wayne Airport—that are presently, or after the effective date of and during the term of this Agreement, becomes owned by, operated by, or substantially under the control of the Employer. The term "Employer" shall be deemed to include any person, firm, partnership, corporation, limited liability company, subsidiary, joint venture (including DBE/ACDBE partners or ventures) or other legal entity substantially under the control of: (a) the Employer covered by this Agreement; (b) one or more principal(s) of the Employer covered by this Agreement; (c) a subsidiary of the Employer covered by this Agreement; or (d) any person, firm, partnership, corporation, joint venture or other legal entity which substantially controls the Employer covered by this Agreement.

2. The parties establish the following procedure for the purpose of ensuring an orderly environment for the exercise by the Employees of their rights under Section 7 of the National Labor Relations Act (the "Act") and to ensure labor peace including the avoidance of picketing and/or other economic action directed at the Employer in the event the Union decides to conduct an organizing campaign among Employees.

3. The parties mutually recognize that the Act guarantees employees the right to form or select any labor organization to act as their exclusive representative for the purpose of collective bargaining with their employer, or to refrain from such activity. If a majority of Employees wish to be represented by the Union, the Employer will recognize that choice.

4. The Employer will take a neutral approach to unionization of Employees. The Employer will not do any action nor make any statement that will directly or indirectly state or imply any opposition by the Employer to the selection by Employees of a collective bargaining agent, or preference for or opposition to any particular union as a bargaining agent.

5. The Union and its representatives will not coerce or threaten any Employee in an effort to obtain authorization cards.

6. The Employer shall comply with all worker retention ordinances and/or requirements applying to airports and/or operations covered by this Agreement, and with the terms of Exhibit B of this Agreement. Whenever the Employer finds it necessary to hire new Employees for vacancies in job classifications covered by this Agreement, the Employer shall work with the Union through its affiliated Hospitality Training Academy ("HTA") when filling vacancies in job classifications covered by this Agreement. The HTA is jointly sponsored by the Union and hospitality industry employers in Southern California and Arizona and provides training to new entrants to the industry. Prior to opening up applications to applicants who are

already represented by the Union, and shall terminate immediately and without notice with respect to any unit of Employees in any Operation upon the recognition of any union other than the Union signatory to this Agreement as the exclusive collective bargaining representative for the Employees in that operation or any part of it, or upon the conclusion of a collective bargaining agreement or issuance of an interest arbitration award which concludes the collective bargaining agreement negotiations between the Employer and the Union for that operation.

17. In the event that any provision of this Agreement should be rendered invalid by applicable legislation or be declared invalid by any court or regulatory agency of competent jurisdiction, such action shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not rendered invalid shall remain in full force and effect. Both parties agree that the subject matter of any provision found to be invalid shall be renegotiated for the purpose of replacing the invalidated provision with a valid substitute which most nearly achieves the same objective. In the event the parties are unable to agree on a substitute, the matter shall be submitted to arbitration as provided in Paragraph 15. The arbitrator shall choose or formulate a substitute provision which accomplishes the purposes of the preceding sentence.

18. This Agreement shall be in full force and effect for the duration of the lease agreement for that Operation, including any lease renewals or extensions.

IN WITNESS WHEREOF, the parties hereto by their duly designated representatives have hereunto set their hands.

FOR THE EMPLOYER:

SSP AMERICA, INC

By: *George Wang*

Its: CFO

Date: Oct 10, 2024

FOR THE UNION:

UNITE HERE Local 11

By: *Scott*

Its: Co-President

Date: 10/10/2024



Thank You

  
**SSP America**  
The Food Travel Experts

# Staff Presentation Retail



Award of Contract for  
Replacement Passenger Terminal  
Retail Concession Program

Presented to  
Burbank-Glendale-Pasadena Airport Authority  
February 3, 2025  
Presented by  
Scott Kimball,  
Deputy Executive Director, Operations, Business and SMS



HOLLYWOOD  
BURBANK  
AIRPORT

Ride-Away Company  
Staging Area (RVA)  
←

# Recommendation of Award of Contract - Retail

- This portion of the agenda item seeks Commission action on an Award of Contract for the RPT Retail Concession Program to the Marshall Retail Group (“MRG”), a WH Smith Company, PLC



# RFP RESPONSE

- Retail Concession Package – 2
  - Hudson
  - MRG

# RFP RESPONSES

- Why low response to RFP: responses received from non-proposers:
  - Cost of build outs, insurance and labor in California have become prohibitively high
  - Costs at RPT Project not significantly different from cost seen at LAX which were 50% higher than national average
  - Number of companies view these opportunities as higher risks than other parts of the country
  - Smaller business expressed concern with unfamiliarity of operating in an airport environment, limited customer levels and higher cost of building and maintenance

# EVALUATION PROCESS

- Evaluation criteria with 300 total points available:
  - Background, experience, financial capacity 25
  - Concept Development 65
  - Financial Projections and Financial Offer 35
  - Design, Materials, and Capital Investment 50
  - Organizational Structure, Management, Staffing, Training, and Incentives 45
  - Operations and Maintenance 25
  - Environmental Sustainability 30
  - Marketing, Promotions and Customer Service 25

# AVERAGE SCORING RESULTS

Average scoring results based on seven independent evaluations:

- Retail:
  - Hudson 242
  - MRG 270

# RETAIL CONCESSION DETAILS

- Guaranteed Revenue:
  - Is the higher of the MAG of \$1,000,000 or the revenue share percentage of tiered levels of actual sales.
    - 20% up to \$10,000,000
    - 22% up to \$10,000,000 - \$15,000,000
    - 25% up to \$15,000,000
- Marketing Fee: The concessionaire will pay a Marketing Fee of .5% of gross receipts
- The term of the agreement is 10 years
- Capital Investment: \$9,791,159
- Mid-term refurbishment: \$1,468,67
- ACDBE commitment of 25%
- Price for retail products are either at established Street Price Benchmark or no more than the established Street Price Benchmark plus 15%
- Subcontract with small business for location C18 pre-security

# RECOMMENDATIONS – RETAIL

**ELEVATE  
BUR**

 **Hollywood  
Burbank  
Airport**

 **MarshallRetailGroup**  
A WHSmith Company

REQUEST FOR PROPOSALS ADM25-01  
Food Service and Retail Concessions | Hollywood Burbank Airport

# COMPANY INFORMATION

BACKGROUND,  
EXPERIENCE &  
FINANCIAL  
CAPACITY

SECTION

1



/ BACKGROUND, EXPERIENCE & FINANCIAL CAPACITY

4

# THE MARSHALL RETAIL GROUP

## TEAM INTRODUCTIONS



**TOBY KEIR**  
CEO



**RODERICK  
MCOWAN**  
CDO



**SHAWNA CHRISTIAN**  
ACDBE Partner,  
Tansy



**ARLETTE MULFORD**  
ACDBE Partner,  
Archline Studio



**NIKKI HIGH**  
ACDBE Partner,  
Octavia's Bookshelf



**ALEA LAROCQUE**  
DVP, Business  
Development



**ANDREA WELSH**  
Senior PM, Store  
Design



**PAUL HEFLIN**  
VP, Design &  
Construction



**KINGA RECZYNSKA**  
VP, Operations -  
West



**KIM MIGUEL**  
Regional  
Manager



**ROB VAN SNIK**  
DVP, Business  
Development



**AUSTIN SCRUGGS**  
Senior Financial  
Analyst



**FELICITY BRIGHT**  
DVP, Merchandising



# THE MARSHALL RETAIL GROUP

## THE MARSHALL RETAIL GROUP (MRG)

- **Leading North American Retailer:** A subsidiary of WHSmith, MRG stands as the leading operator of locally focused retail marketplaces, travel convenience, and specialty solutions.
- **Experienced in Airports:** Over the last 70 years, MRG has grown from a family-owned venture to a sophisticated entity operating over 330 stores, including more than 250 stores in 48 airports and over 80 stores in 36 resorts.
- **Award-Winning:** MRG has been honored by Airport Experience News with awards for Best Overall Retailer, Best Travel Convenience Retailer, Retailer with the Best Customer Service, and in 2024, the Best Locally Inspired Concept.
- **Commitment to BUR Employees:** MRG commits to retaining all current retail employees at their original hire date plus an immediate 10% raise.
- **Commitment to Local Products:** MRG's proposal featured more than 50 local vendors, and they have committed to hosting a local outreach event to attract additional local vendors.

MarshallRetailGroup  
A WHSmith Company



# THE MARSHALL RETAIL GROUP

## MARSHALL RETAIL GROUP

**48**  
AIRPORTS

**250+**  
AIRPORT  
LOCATIONS

**20M+**  
CUSTOMERS  
SERVED

**\$500**  
MILLION  
IN SALES FY 2024

**36**  
RESORTS

**80+**  
RESORT  
LOCATIONS

**2400**  
TEAM MEMBERS  
FT:1850 PT:550

**\$1.3M+**  
AVERAGE  
UNIT VOLUME

**69+**  
YEARS  
IN RETAIL

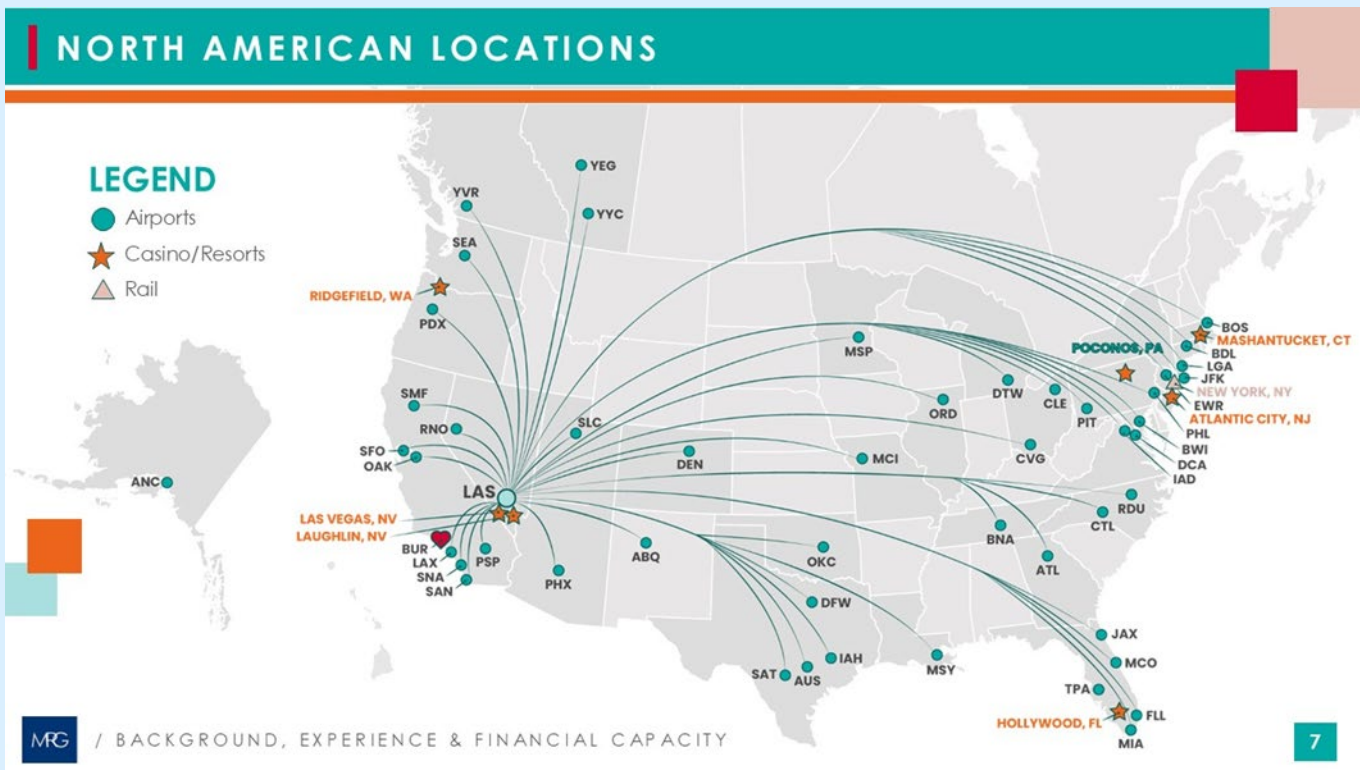
RECENTLY AWARDED/RECOMMENDED CONTRACTS: PDX | DTW | ABQ | PSP | LAX | SAN | EWR | LAS | DCA | SLC | IAD | NYC | YEG



/ BACKGROUND, EXPERIENCE & FINANCIAL CAPACITY

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# THE MARSHALL RETAIL GROUP



# THE MARSHALL RETAIL GROUP

## FINANCIAL CAPACITY

### WH Smith PLC EST • 1792

- Publicly-traded company on London Stock Exchange
- Founded in 1792
- Strong balance sheet (cash and liquidity)
- Positive cash generating business
- North America is a core strategic market

# LOCAL ACDBE PARTNERS

LOCAL  
ACDBE PARTNERS

SECTION  
2



/ LOCAL ACDBE PARTNERS

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# LOCAL ACDBE PARTNERS



## SHAWNA CHRISTIAN TANSY 10% LOCAL ACDBE PARTNER\*

- Owner & Founder of Tansy (Magnolia Boulevard, Burbank)
- Award-winning and highly recognized (LA Times, Fox 11, NBC California Live, and Voyage LA)

\* ACDBE Application is currently being processed by the City of Los Angeles.

# LOCAL ACDBE PARTNERS



## NIKKI HIGH OCTAVIA'S BOOKSHELF 5% LOCAL ACDBE PARTNER\*

- Owner & Founder of Octavia's Bookshelf (North Hill Avenue, Pasadena)
- Locally loved and highly recognized (LA Times)
- Inspired by Octavia Butler, a pioneering science fiction writer who lived in Pasadena

\* ACDBE Application is currently being processed by the City of Los Angeles.

# LOCAL ACDBE PARTNERS



**ARLETTE MULFORD**  
**ARCHLINE STUDIO, INC.**  
**10% LOCAL ACDBE PARTNER**

- Owner & Founder of Archline Studio, Inc.
- Architect with deep aviation experience, from terminal design to concession design
- Formerly employed by Gensler, Westfield Airports, HMSHost



/ LOCAL ACDBE PARTNERS

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# EVALUATION SCORING RESULTS - RETAIL

		SECTION 2	SECTION 3	SECTION 4		SECTION 5		SECTION 6	SECTION 7	SECTION 8	SECTION 9	TOTAL
		Background, Experience & Financial Capability	Concept Development	Financial Projections	Financial Offer	Part 1 - Design & Materials	Part 2 - Capital Investment	Org. Structure, Mgmt, Staffing, Training & Incentives	Operations & Maintenance	Environmental Sustainability	Marketing, Promotions, & Cust. Service Plan	
<b>PTS AVAILABLE</b>		25	65	15	20	35	15	45	25	30	25	300
<b>E1</b>	<b>HUDSON</b>	24	40	13	18	29	14	39	21	30	21	249
	<b>MRG</b>	24	49	13	19	29	15	39	21	30	21	260
<b>E2</b>	<b>HUDSON</b>	25	35	15	18	20	15	35	20	20	20	223
	<b>MRG</b>	22	65	15	20	35	15	40	25	30	25	292
<b>E3</b>	<b>HUDSON</b>	19	45	15	18	26	14	34	19	24	19	233
	<b>MRG</b>	19	59	15	20	29	15	35	19	25	19	255
<b>E4</b>	<b>HUDSON</b>	25	51	15	19	28	14	40	20	25	20	257
	<b>MRG</b>	25	63	15	20	31	15	45	20	25	20	279
<b>E5</b>	<b>HUDSON</b>	23	60	15	19	25	14	35	20	24	18	253
	<b>MRG</b>	25	65	15	20	35	15	45	20	30	25	295
<b>E6</b>	<b>HUDSON</b>	23	40	15	19	25	14	30	20	25	20	231
	<b>MRG</b>	20	60	15	20	30	15	40	22	25	20	267
<b>E7</b>	<b>HUDSON</b>	22	52	11	19	28	14	35	20	24	19	244
	<b>MRG</b>	21	55	12	20	30	15	38	20	25	20	256
<b>AVERAGES</b>	<b>HUDSON</b>	23	46	14	19	26	14	35	20	25	20	242
	<b>MRG</b>	22	59	14	20	31	15	40	21	27	21	270

# RPT RETAIL CONCESSION PROGRAM RECOMMENDATION

- Executive Committee voted unanimously (3-0) to recommend:
  - Award of Contract to MRG

# Staff Presentation Food Services



Protest Rejection and Award of Contract for  
Replacement Passenger Terminal  
Food Service Concession Program

Presented to

Burbank-Glendale-Pasadena Airport Authority

February 3, 2025

Presented by

Scott Kimball,

Deputy Executive Director, Operations, Business and SMS



HOLLYWOOD  
BURBANK  
AIRPORT

Ride-Away Company  
Staging Area (RVA)  
←

# BACKGROUND

- April 2023 – Commission selection of Icon design concept for Replacement Passenger Terminal (“RPT”)
- At beginning of Procurement Process, potential participants informed of Authority’s goal for robust, diverse retail experience that compliments design of RPT and caters to needs and preferences of the airport’s broad customer base
- Concession programs at airports that receive federal funds required to coordinate with Federal Aviation Administration (“FAA”), Civil Rights Division for compliance under Part 23 of Title 49 Code of Federal Regulations
  - FAA approved BUR’s Request for Proposal (“RFP”) and Concession Agreement for this procurement and specifically instructed any Airport Concession Disadvantaged Business Enterprise goals listed in responses to RFP are not to be considered as part of the evaluation scoring criteria

# BACKGROUND

- August 2024 – Procurement Process began
- Timeline for procurement developed with goal of awarding contracts in February 2025 to allow for:
  - Concession designs and permit process with the City of Burbank
  - Construction alignment with base building to meet targeted May 2026 Temporary Certificate of Occupancy and October 2026 opening of RPT
- Critical deadline:
  - 30% Concession designs must be submitted to RPT design-builder (“HPTJV”) no later than March 30, 2025

# RFP ISSUANCE AND OUTREACH

- August 12, 2024: RFP issued via PlanetBids
- To increase awareness of the opportunities, flyers and social media posts distributed via outside vendor, Outcome PR Strategy
- Additional flyers delivered to independent businesses in Burbank, Glendale and Pasadena
- August 27, 2024: pre-proposal conference held at the Airport in the Skyroom with a total attendance of 28 companies



# RFP RESPONSES

- Food Service Concession Package – 2
  - MCS
  - SSP

# RFP RESPONSES

- Why low response to RFP: responses received from non-proposers:
  - Cost of build outs, insurance and labor in California have become prohibitively high
  - Costs at RPT Project not significantly different from cost seen at LAX which were 50% higher than national average
  - Number of companies view these opportunities as higher risks than other parts of the country
  - Smaller business expressed concern with unfamiliarity of operating in an airport environment, limited customer levels and higher cost of building and maintenance

# EVALUATION PROCESS

- Evaluation criteria with 300 total points available:
  - Background, experience, financial capacity 25
  - Concept Development 65
  - Financial Projections and Financial Offer 35
  - Design, Materials, and Capital Investment 50
  - Organizational Structure, Management, Staffing, Training, and Incentives 45
  - Operations and Maintenance 25
  - Environmental Sustainability 30
  - Marketing, Promotions and Customer Service 25

# AVERAGE SCORING RESULTS

Average scoring results based on seven independent evaluations:

- Food Service:
  - MCS 218
  - SSP 252

# EVALUATION SCORING RESULTS – FOOD SERVICE

		SECTION 2	SECTION 3	SECTION 4		SECTION 5		SECTION 6	SECTION 7	SECTION 8	SECTION 9	TOTAL
		Background, Experience & Financial Capability	Concept Development	Financial Projections	Financial Offer	Part 1 - Design & Materials	Part 2 - Capital Investment	Org. Structure, Mgmt, Staffing, Training & Incentives	Operations & Maintenance	Environmental Sustainability	Marketing, Promotions, & Cust. Service Plan	
<b>PTS AVAILABLE</b>		25	65	15	20	35	15	45	25	30	25	300
<b>E1</b>	<b>MCS</b>	19	36	11	20	26	13	34	19	24	19	221
	<b>SSP</b>	20	49	13	7	28	15	38	19	24	19	232
<b>E2</b>	<b>MCS</b>	20	55	5	20	25	14	30	19	19	19	226
	<b>SSP</b>	25	65	9	7	30	15	40	25	25	25	266
<b>E3</b>	<b>MCS</b>	18	34	15	20	22	14	32	19	18	17	209
	<b>SSP</b>	24	55	15	7	30	15	34	19	23	17	239
<b>E4</b>	<b>MCS</b>	25	48	15	20	25	14	35	10	20	14	226
	<b>SSP</b>	25	59	15	7	30	15	40	20	25	20	256
<b>E5</b>	<b>MCS</b>	15	45	4	20	35	14	30	20	19	15	217
	<b>SSP</b>	25	65	15	6	35	15	45	25	30	25	286
<b>E6</b>	<b>MCS</b>	12	30	15	20	20	14	30	15	20	16	192
	<b>SSP</b>	23	55	15	6	30	15	40	22	25	20	251
<b>E7</b>	<b>MCS</b>	20	52	8	20	28	14	32	20	24	19	237
	<b>SSP</b>	22	58	12	6	30	15	35	20	24	20	242
<b>AVERAGES</b>	<b>MCS</b>	18	43	10	20	26	14	32	17	21	17	218
	<b>SSP</b>	23	58	13	7	30	15	39	21	25	21	252

# FOOD SERVICE CONCESSION DETAILS

- Guaranteed Revenue:
  - Higher of the Minimum Annual Guarantee (“MAG”) of \$2,000,000 or the revenue share percentage of actual sales
- Marketing Fee: 0.5% of gross receipts
- The term: 12 years
- Capital Investment: \$23.3 Million (SSP); \$21.9 Million (MCS)
- Mid-term refurbishment: \$3.5 Million (SSP); \$3.3 Million (MCS)
- ACDBE commitment: 23.4% (SSP); 100% (MCS)
- Price for food and beverage products are either at established Street Price Benchmark or no more than the established Street Price Benchmark plus 15%
- Subcontract with small business for location B03
- Compliance with a Worker Retention Policy

# Projected Sales Growth Per Proposers' RFP Responses

Current Actuals by Fiscal Year				
	Enplanements	Reported Gross Sales	Sales per Enplanement	
FY 2023	2,979,039	\$ 24,865,594	\$	8.35
FY 2024	3,096,526	26,090,281		8.43
FYTD December	1,758,757	15,752,542		8.96

Calendar Year	Projected/Provided by Authority	
	Enplanements	Increase per Year
1	3,245,032	
2	3,314,549	2.1%
3	3,384,547	2.1%
4	3,455,001	2.1%
5	3,525,742	2.0%
6	3,596,883	2.0%
7	3,668,821	2.0%
8	3,742,197	2.0%
9	3,817,041	2.0%
10	3,893,382	2.0%
11	3,971,249	2.0%
12	4,050,674	2.0%
Totals	43,665,118	2.0%

MCS		
Sales per Enplanement	Increase per Year	
\$ 12.35		
13.46	9.0%	
14.67	9.0%	
15.99	9.0%	
17.43	9.0%	
19.00	9.0%	
20.71	9.0%	
22.58	9.0%	
24.61	9.0%	
26.82	9.0%	
29.24	9.0%	
31.87	9.0%	
\$ 21.15	9.0%	

SSP		
Sales per Enplanement	Increase per Year	
\$ 11.18		
11.59	3.7%	
12.01	3.6%	
12.13	1.0%	
12.26	1.1%	
12.39	1.1%	
12.53	1.1%	
12.66	1.0%	
12.80	1.1%	
12.94	1.1%	
13.08	1.1%	
13.23	1.1%	
\$ 12.44	1.5%	

Projected Gross Sales			
	MCS	SSP	Difference
\$	40,076,145	\$ 36,265,017	\$ 3,811,128
	44,618,801	38,408,826	6,209,975
	49,661,577	40,654,846	9,006,731
	55,257,932	41,920,508	13,337,424
	61,464,376	43,225,576	18,238,800
	68,347,992	44,571,277	23,776,715
	75,989,304	45,958,877	30,030,427
	84,484,899	47,389,679	37,095,220
	93,930,312	48,865,030	45,065,282
	104,431,726	50,386,316	54,045,410
	116,107,174	51,954,967	64,152,207
	129,087,957	53,572,459	75,515,498
	923,458,195	543,173,378	\$ 380,284,817

- 1) Based on its projected gross sales and expenses, including its financial offer of paying the Authority 22% of gross sales, MCS projects a Net Loss before Taxes for the first 4 years of the contract.
- 2) If gross sales growth does not meet MCS' 9% per year for all 12 years, then this Net Loss will likely be extended further without a significant decrease in MCS' other expenses such as cost of goods sold and/or payroll and benefits.
- 3) MCS stated it will need to obtain external financing to fund its \$21.9M initial and \$3.3M midterm capital investments, whereas SSP stated it will fund both its \$23.3M initial and \$3.5M midterm capital investments with its cash reserves.

# Projected Sales Growth Per Proposers' RFP Responses

- Key Assumptions in Proposals:
  - Projected Passenger Enplanement Activity over term of contract (provided by Authority)
    - Average of 2.0% Compounded Annual Growth Rate ("CAGR") over 12 year term of the contract starting at 3,245,032 enplanements
  - Average Annual Percent Increase in Projected Sales per enplanement
    - MCS – 9.0%
    - SSP – 1.5%
  - Projected Total Sales over term of contract
    - MCS - \$923,458,195
    - SSP - \$543,173,378



# Financial Projections Per Proposers' RFP Responses

- Based on MCS' projected gross sales and expenses including financial offer to pay 22% of gross sales, MCS projects a Net Loss before taxes for the first 4 years of the contract
  - If annual gross sales CAGR does not meet the projected 9% over term of contract, MCS' Net Loss will likely extend beyond the 4 years without relief
- Capital Investment Funding Source for initial and mid-term financing
  - MCS states it will need to obtain external financing for both
  - SSP states it will fund both through its own cash reserves

# BID PROTEST

- December 17, 2024 – Notice of Recommendation posted on PlanetBids
- MCS submits bid protest and bid protest addendum
- Material shared with SSP
- SSP submits responses refuting allegations

# BID PROTEST

- All MCS' bid protest documents and SSP responses and supplemental materials received from both parties by 5:00 PM, January 28 are attached to the staff report.
- Staff believes MCS' bid protest has no merit:
  - 1. MCS has not provided evidence SSP violated RFP as alleged by executing exclusive or collusive agreements
  - 2. Statutes and case law cited by MCS are not relevant to the situation
    - Citing laws and court decision concerning public works projects that must be awarded to lowest responsive and responsible bidder.
    - State law allows airport concession agreements to be awarded based on what is most advantageous for the airport operator

# RPT FOOD SERVICE CONCESSION PROGRAM RECOMMENDATION

- At its meeting of January 22, 2025, the Executive Committee disagreed with Staff's recommendation and voted (2-1) to recommend acceptance of MCS' bid protest and award contract to MCS instead of SSP
- The agenda item seeks Commission action on the following matters:
  1. Grant or rejection of MCS Burbank LLC' bid protest
  2. Award of Contract for the RPT Food Service Program
- Staff continues to recommend:
  1. Rejection of bid protest
  2. Award of Contract to SSP