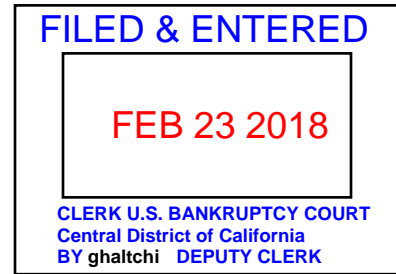


1 BRIAN L. DAVIDOFF (SBN 102654)  
BDavidoff@GreenbergGlusker.com  
2 KEITH PATRICK BANNER (SBN 259502)  
KBanner@GreenbergGlusker.com  
3 GREENBERG GLUSKER FIELDS CLAMAN  
& MACHTINGER LLP  
4 1900 Avenue of the Stars, 21st Floor  
Los Angeles, California 90067-4590  
5 Telephone: 310.553.3610  
6 Fax: 310.553.0687



7 Proposed General Bankruptcy Counsel for  
8 Debtor and Debtor in Possession

9  
10 UNITED STATES BANKRUPTCY COURT  
11 CENTRAL DISTRICT OF CALIFORNIA  
12 LOS ANGELES DIVISION

GREENBERG GLUSKER FIELDS CLAMAN  
& MACHTINGER LLP  
1900 Avenue of the Stars, 21st Floor  
Los Angeles, California 90067-4590

13 In re:  
14 B&B Liquidating, LLC,  
15  
16 Debtor and Debtor in Possession.

Case No. 2:18-bk-11744-NB

Chapter 11

**ORDER ON EMERGENCY OMNIBUS  
MOTION FOR ORDER AUTHORIZING  
DEBTOR:**

**(1) TO REJECT CERTAIN UNEXPIRED  
LEASES OF NONRESIDENTIAL REAL  
PROPERTY RETROACTIVELY TO THE  
PETITION DATE; AND**

**(2) TO REJECT CERTAIN UNEXPIRED  
LEASES OF NONRESIDENTIAL REAL  
PROPERTY PURSUANT TO REJECTION  
NOTICE PROCEDURES**

**Emergency Hearing**

Date: February 22, 2018

Time: 2:00 p.m.

Place: Courtroom 1545  
255 E. Temple Street  
Los Angeles, CA 90012

26 ///

27 ///

28

1 On the above captioned date and time, the Court considered the Emergency Omnibus  
2 Motion for Order Authorizing Debtor: (1) To Reject Certain Unexpired Leases of Nonresidential  
3 Real Property Retroactively to the Petition Date; and (2) To Reject Certain Unexpired Leases of  
4 Nonresidential Real Property Pursuant to Notice Rejection Procedures [Docket No. 7] (the  
5 “Motion”), filed by Debtor and Debtor in Possession B&B Liquidating, LLC, f/k/a B&B  
6 Bachrach, LLC, (the “Debtor”) pursuant to sections 105(a) and 365(b) of title 11 of the United  
7 States Code, 11 U.S.C. §§ 101 et seq. (the “Bankruptcy Code”) and Rule 6006(f) of the Federal  
8 Rules of Bankruptcy Procedure (the “Bankruptcy Rules” and each a “Bankruptcy Rule”). Unless  
9 otherwise defined herein, capitalized terms have the meaning ascribed to them in the Motion.

10 Based upon the Court’s review of the Motion, the accompanying Memorandum of Points  
11 and Authorities, the *Declaration of Brian Lipman in Support of First Day Motions*, the  
12 *Declaration of Brian Allen of Clear Thinking Group LLC, Financial Advisor to the Debtor in*  
13 *Support of First Day Motions*, the evidentiary record, and argument of counsel; it appearing that  
14 this Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; it appearing  
15 that due and adequate notice of the Motion having been given under the circumstances; and after  
16 due deliberation and good cause appearing therefor, based upon findings of fact and conclusions  
17 of law stated in the Court’s Memorialization of Tentative Rulings (Docket No. 35) as modified or  
18 supplemented orally on the recorded in open court pursuant to Rule 52(a) of the Federal Rules of  
19 Civil Procedure, as incorporated into Bankruptcy Rule 7052 and applied to contested matters by  
20 Bankruptcy Rule 9014(c),

21 IT IS ORDERED THAT:

- 22 1. The Motion is granted.
- 23 2. As to the Vacated Stores, as so identified in the Motion, Debtor is authorized to  
24 reject and does hereby reject the leases relating to the Vacated Stores (the “Vacated Store  
25 Leases”) retroactively/*nunc pro tunc* to February 16, 2018, the date of the Debtor’s bankruptcy  
26 filing.
- 27 3. As to the Closing Stores, the Head Office, and the Distribution Center, as so  
28 defined and identified in the Motion, the Debtor is authorized to reject each subject lease pursuant

1 to section 365 of the Bankruptcy Code, with rejection effective pursuant to the Rejection Notice  
2 Procedures set forth in paragraph 4, hereof.

3 4. For the leases relating to the Closing Stores, the Head Office and the Distribution  
4 Center, rejection shall be governed by the following Rejection Notice Procedures:

5 a. Rejection Notice: At any time, the Debtor may file a notice pursuant to section  
6 365 of the Bankruptcy Code (the "Rejection Notice"), which shall set forth the following  
7 information, to the best of the Debtor's knowledge, as applicable: (i) the street address of  
8 the property, including the name of the mall or shopping center complex, as applicable;  
9 (ii) the name and address of the landlord (the "Landlord"); (iii) the date on which the  
10 Debtor will vacate (or has vacated) the premises; and (iv) the proposed effective date of  
11 the rejection for the lease, which date may not be before 5 business days following the  
12 filing of the Rejection Notice (the "Proposed Rejection Date").

13 b. Service of Rejection Notice. The Debtor shall cause the Rejection Notice to be  
14 served by overnight mail, email, or electronic transmission through the Court's NEF  
15 system (for those parties who have consented to such service pursuant to Local  
16 Bankruptcy Rule 9036-1) to the following parties (the "Rejection Notice Parties"): (i) the  
17 Landlord (and Landlord's counsel, if known), at the address set forth in the applicable  
18 lease; (ii) any known third party having an interest in personal property located at the  
19 leased premises; (iii) any party known to assert a lien in any property at the subject  
20 premises; (iv) the United States Trustee; (v) counsel to Siena Lending Group, LLC; and  
21 (vi) any other parties in interest who are required to be given notice pursuant to  
22 Bankruptcy Rule 2002.

23 c. Rejection of the Lease. The effective date of a rejection of a Lease which is the  
24 subject of a Rejection Notice shall not occur until the later of (i) the Proposed Rejection  
25 Date, and (ii) the date the Debtor relinquishes control of the Premises by notifying the  
26 affected Landlord in writing of the Debtor's surrender of the premises (with a copy to  
27 Landlord's counsel, if known) and turn over keys, key codes, and securities codes, if any,  
28 to the affected Landlord (such applicable date, the "Rejection Date"). Upon occurrence of

1 the Rejection Date, the lease will be deemed rejected pursuant to section 365 of the  
2 Bankruptcy Code without further notice or Court order.

3 d. Rejection Damages Proofs of Claim. Any Landlord of a premises, the lease for  
4 which is rejected pursuant to the Rejection Notice Procedures, must file a proof of claim  
5 relating to the rejection of such Lease, if any, by the later of (i) 30 days after the Rejection  
6 Date, and (ii) any applicable claims bar date established in this chapter 11 case. If no  
7 proof of claim is timely filed with respect to such rejection damages, such Landlord shall  
8 be barred from asserting a claim for rejection damages and from participating in any  
9 distributions on account of rejection damages that may be made in connection with this  
10 chapter 11 case.

11 e. Treatment of Security Deposits. If the Debtor has deposited funds with a  
12 Landlord as a security deposit or other arrangement under a lease rejected pursuant to the  
13 Rejection Notice Procedures, the Landlord may assert a setoff in its proof of claim, but  
14 may not otherwise exercise any setoff against such a deposit without the prior authority of  
15 the Court or agreement of the Debtor.

16 5. Notwithstanding any provision of the Bankruptcy Code or the Bankruptcy Rules to  
17 the contrary, this Order shall be immediately effective and enforceable upon its entry.

18 6. The Court shall retain jurisdiction with respect to any matters, claims, rights or  
19 disputes arising from or related to the implementation of this Order.

20 #####

21  
22  
23 

24 Neil W. Bason  
United States Bankruptcy Judge

25 Date: February 23, 2018