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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

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

Case No. 2:18-bk-11744-NB
Chapter 11

**APPLICATION OF DEBTOR PURSUANT
TO SECTION 327(a) OF THE
BANKRUPTCY CODE AND RULE 2014
OF THE FEDERAL RULES OF
BANKRUPTCY PROCEDURE TO
EMPLOY NV CONSULTING SERVICES
LLC AS FINANCIAL ADVISOR AS OF
APRIL 9, 2018; DECLARATION OF
NEEMA T. VARGHESE IN SUPPORT
THEREOF**

[NO HEARING REQUIRED UNLESS
REQUESTED PER L.B.R. 2014-1(B)]

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

28

1 **TO THE HONORABLE NEIL W. BASON, UNITED STATES BANKRUPTCY**
2 **JUDGE, THE UNITED STATES TRUSTEE, PARTIES-IN-INTEREST, AND THEIR**
3 **RESPECTIVE COUNSEL:**

4 As permitted by section 327(a) of title 11 of the United States Code, 11 U.S.C. §§ 101, et
5 seq. (the “Bankruptcy Code”) and Rule 2014(a) of the Federal Rules of Bankruptcy Procedure
6 (the “Bankruptcy Rules” and each, a “Bankruptcy Rule”), Debtor and Debtor in Possession B&B
7 Liquidating, LLC, f/k/a B&B Bachrach, LLC, (the “Company” or the “Debtor”) hereby submits
8 its application (the “Application”) to this Court for an order authorizing the employment of NV
9 Consulting Services LLC (“NV Consulting”) as its financial advisor as of April 9, 2018, the date
10 on which NV Consulting commenced services for the Debtor in this chapter 11 case.

11 In support of this Application, the Debtor relies on the attached *Declaration of Neema T.*
12 *Varghese* (the “Varghese Declaration”). The Debtor has also concurrently filed a *Statement of*
13 *Disinterestedness for Employment of Professional Person Under FRBP 2014*. In support of this
14 Application, the Debtor respectfully represents as follows.

15 **I. JURISDICTION AND VENUE**

16 The Court has jurisdiction over these matters pursuant to 28 U.S.C. §§ 157 and 1334.
17 This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). The venue of the case is proper
18 pursuant to 28 U.S.C. §§ 1408 and 1409. The Debtor consents to the entry of a final judgment or
19 order with respect to the Application if it is determined that the Court, absent consent of the
20 parties, cannot enter a final order or judgment consistent with Article III of the United States
21 Constitution. The statutory predicates for the relief requested herein are section 327(a) of the
22 Bankruptcy Code and Bankruptcy Rule 2014(a).

23 **II. STATUS OF THE CASE**

24 The Debtor commenced this case by filing a voluntary petition for relief under chapter 11
25 of the Bankruptcy Code on February 16, 2018 (the “Petition Date”). The Debtor is in possession
26 of its property and is operating and managing its business as a debtor in possession pursuant to
27 sections 1107 and 1108 of the Bankruptcy Code. No request for a trustee or examiner has been
28 made. On March 13, 2018, the United States Trustee (the “U.S. Trustee”) appointed an Official

1 Committee of Unsecured Creditors (the “Committee”) in this case. *See* Docket No. 79. An initial
2 chapter 11 case status conference was held on March 20, 2018 at 2:00 p.m. and has been
3 continued to May 29, 2018 at 2:00 p.m.

4 **III. SUMMARY OF BACKGROUND FACTS**

5 **A. General Background**

6 A decline across the board in sales in mid-2016 precipitated the Company’s filing of a
7 voluntary chapter 11 petition on April 28, 2017, commencing case no. 2:17-bk-15292-NB
8 (“*Bachrach*”). During the course of *Bachrach*, the Company’s goals were four-fold: (a) shed the
9 poorest performing stores; (b) liquidate excess inventory; (c) free up liquidity by resolving the
10 over-advance with the Company’s then lender, Israel Discount Bank of New York (“IDB”)
11 through restructure of the debt or buyout of the obligation; and (d) restructure leases regarding
12 stores that showed a potential for profitability if the lease was renegotiated.

13 The Company successfully addressed each of these issues in a brisk chapter 11
14 reorganization process, and on August 14, 2017 the Court in *Bachrach* confirmed the Debtor’s
15 plan of reorganization. *See Bachrach* Docket No. 258 (including all exhibits attached thereto, the
16 “*Bachrach* Plan”). The *Bachrach* Plan went effective on August 31, 2017.

17 Though *Bachrach* involved complications with the Company’s liquidator, difficult
18 negotiations with IDB, and sales that often missed their target, the Company, among other things,
19 (i) successfully liquidated and closed seven underperforming stores; (ii) renegotiated four leases
20 resulting in substantial concessions; and (iii) negotiated a significant discount of approximately
21 \$2.45 million from IDB’s secured claim of approximately \$10.5 million (*See Bachrach*, Claim
22 No. 49).

23 Despite the relative success of the *Bachrach* reorganization, the decline in sales that the
24 Company had faced pre-petition continued unabated after the Company’s exit from the chapter 11
25 and starved the Company of vital cash. During the decline in sales, the Debtor entered into a two-
26 part refinance: (i) a bridge lender Emerald Capital Funding, LLC (“Emerald”), which purchased
27 the IDB loan for \$5,800,000, which resulted in the Debtor issuing a \$1.2 million deficiency note
28 to IDB); and (ii) a revolving facility refinance with Siena Lending Group, LLC (“Siena”), which

1 resulted in the Debtor issuing a \$500,000 deficiency note to Emerald.

2 With the two sequential refinance transactions not closing until October 31, 2017, as
3 opposed to the end of September as contemplated under the *Bachrach* Plan, the Debtor received
4 its holiday inventory late in mid-December, which negatively affected the Company's holiday
5 sales. Soon after obtaining the loan facility with Siena, the Debtor found itself in default under
6 that agreement, on rent payments, and on payments required under the *Bachrach* Plan. The
7 Company's only alternative was a liquidation in a new chapter 11 case.

8 **B. Services of Prior Financial Consultant/ Termination of Services**

9 In preparing for the liquidation chapter 11 case, the Debtor retained the services of
10 financial advisor Clear Thinking Group, LLC ("CTG"). Prior to the Petition Date, the Debtor
11 worked with CTG to, among other things, perform liquidation analyses and soliciate the retention
12 of liquidation firms to perform the inventory liquidation sales (the "Store Closing Sales") at the
13 13 locations leased by the Company (the "Closing Stores"). Through these efforts, the Debtor
14 retained liquidation consultants, Great American Group, LLC and Tiger Capital Group, LLC
15 (collectively, the "Liquidation Consultant") to conduct the Store Closing Sales.

16 Shortly after the filing, CTG, among other things (i) worked with the Liquidation
17 Consultant to create sales forecasts and the budget to be utilized in conjunction with the Debtor's
18 financing motion, (ii) assisted in the preparation of the schedules and statements, and (ii) aided in
19 the disclosures required for the "7-Day Package" required by the United States Trustee. By the
20 end of March 2018, CTG role was greatly reduced in this chapter 11 case and the Debtor elected
21 to have NV Consulting provide the balance of financial advisory services required. As permitted
22 under the Debtor's engagement agreement with CTG, the Debtor terminated the engagement of
23 CTG, effective April 9, 2018.

24 **IV. RELIEF REQUESTED**

25 Due to the financial complexities of this case relating to, *inter alia*, the liquidation of the
26 Company through the Store Closing Sales and its interplay with the revolving debt facility with
27 Siena, the Debtor has determined that it is necessary and appropriate to continue to retain the
28 services of an experienced financial advisor to provide the necessary assistance and guidance.

1 Accordingly, the Debtor retained the services of NV Consulting pursuant to the terms of an
2 Engagement Agreement dated as of April 9, 2018 (the “Engagement Agreement”). A copy of
3 the Engagement Agreement is attached to the Varghese Declaration as Exhibit 2.

4 Pursuant to the Engagement Agreement, NV Consulting will provide financial advisory
5 services to the Debtor through the course of its liquidation, including, but not limited, to the
6 following:

- 7 (a) Prepare and/or review weekly variance reports;
- 8 (b) Review and Approve funding requests;
- 9 (c) Prepare and/or review financial reports and any other requests from the United
10 States Trustee (including but not limited to monthly operating reports, quarterly
11 post confirmation reports (as needed), and fulfillment of any other United States
12 Trustee requests);
- 13 (d) Prepare and/or review financial analysis on specific store locations
- 14 (e) Financial reporting and budgeting for the Company through entry of the Final
15 Decree in the Company’s Chapter 11 case; and
- 16 (f) Serve as the principal liaison between the Company and its secured lenders and
17 unsecured creditors committee, communicating electronically, via teleconference,
18 or in person (as needed).

19 The Debtor wishes to employ NV Consulting as its financial in connection with this
20 chapter 11 bankruptcy case, effective as of April 9, 2018, the date on which NV Consulting
21 commenced services for the Debtor. NV Consulting has substantial expertise in providing
22 advisory services to companies in financial distress. Accordingly, the Debtors believe that NV
23 Consulting is well-qualified to perform all services contemplated by the Engagement Agreement
24 and to represent the Debtors’ interests in this chapter 11 case.

25 Neema T. Varghese (“Ms. Varghese”) the professional of NV Consulting that will
26 primarily be performing the services described herein has extensive experience representing
27 debtors, creditors, creditors’ committees, trustees, and others in a wide variety of bankruptcy
28 cases, liquidations, out-of-court restructurings, and sale transactions. Specifically, Ms. Varghese

1 has guided a \$150 million fashion designer of high end clothing and accessories with retail and
2 wholesale operations through significant liquidity restrictions, lender negotiations, an ultimate
3 refinance, and structured closings of under-performing retail locations. Ms. Varghese is well
4 qualified to render the services described herein in a cost-effective, efficient and timely manner.
5 A summary of Ms. Varghese's experience is contained her curriculum vitae attached to the
6 Varghese Declaration as Exhibit 1.

7 **V. NO ADVERSE INTERESTS/DISINTERESTEDNESS**

8 As of the date of this Application, to the best of Debtor's knowledge and after
9 consideration of the disclosures made below and in the attached Varghese Declaration, NV
10 Consulting and all of its partners and consultants are disinterested persons as that term is defined
11 in 11 U.S.C. § 101(14), and neither NV Consulting nor any of its partners and consultants are
12 connected with the Debtor, its creditors, any other party in interest, its respective attorneys and
13 accountants, or to the bankruptcy estate.

14 **VI. COMPENSATION**

15 Pursuant to the terms of the Engagement Agreement, upon entry of an order approving
16 this Application, the Debtor will pay to NV Consulting a post-petition retainer in the amount of
17 \$5,000.00. NV Consulting will draw down on this retainer only pursuant to monthly fee
18 statement procedures set forth in the Guidelines promulgated by the Executive Office of the U.S.
19 Trustee (the "U.S. Trustee Guidelines").

20 As more fully set forth in the Engagement Agreement, the Debtor has agreed to pay NV
21 Consulting professional fees on account of services provided to the Debtor at NV Consulting's
22 hourly rates in effect at the time of such services, and to reimburse NV Consulting for costs and
23 expenses incurred in connection with the engagement.

24 NV Consulting anticipates that Ms. Varghese will be the only professional of NV
25 Consulting to perform the services detailed herein and in the Engagement Agreement. Ms.
26 Varghese's normal billing rate for services substantially similar to those described in the
27 Engagement Agreement is \$400 per hour. However, Ms. Varghese has agreed to perform
28 services for the Debtor in this chapter 11 case at a reduced hourly rate of \$300. A list of expenses

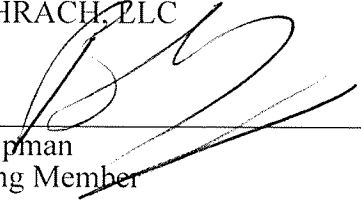
1 ordinarily charged by NV Consulting to its clients, and the rates therefor, is attached hereto as
2 Exhibit 3. Compensation sought by NV Consulting not drawn down from the retainer pursuant to
3 the U.S. Trustee Guidelines will be paid only upon approval of an interim and/or final fee
4 application in accordance with sections 330 and 331 of the Bankruptcy Code.

5 **VII. CONCLUSION**

6 Based upon the foregoing, the Debtor respectfully requests that the Debtor be authorized
7 to employ NV Consulting as its financial advisor, effective as of April 9, 2018, to render
8 professional services as described above, with compensation and reimbursement of expenses to
9 be paid as an administrative expense in such amounts as may be allowed by the Court, pursuant to
10 the provisions of section 330 of the Bankruptcy Code;

11
12 DATED: April 11, 2018

B&B BACHRACH, ZLC

13
14 By: 
15 Brian Lipman
16 Managing Member

17 SUBMITTED BY:

18 DATED: April 12, 2018

GREENBERG GLUSKER FIELDS CLAMAN
& MACHTINGER LLP

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21 By: /s/Brian L. Davidoff
22 BRIAN L. DAVIDOFF
23 KEITH PATRICK BANNER
24 Proposed General Bankruptcy Counsel for
25 Debtor and Debtor in Possession
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DECLARATION OF NEEMA VARGHESE

I, Neema Varghese being fully sworn, hereby declare that the following is true to the best of my knowledge, information and belief:

1. I am the managing director of NV Consulting Services LLC (“NV Consulting”), proposed financial advisor to the Debtor and Debtor in Possession B&B Liquidating, LLC, f/k/a B&B Bachrach, LLC, (the “Company” or the “Debtor”). Except as otherwise indicated, all facts as set forth in this Declaration are based upon my personal knowledge. If I were called to testify, I would and could testify competently to the facts set forth in this Declaration.

2. I have extensive experience representing debtors, creditors, creditors’ committees, trustees, and others in a wide variety of bankruptcy cases, liquidations, out-of-court restructurings, and sale transactions. Specifically, I have guided a \$150 million fashion designer of high end clothing and accessories with retail and wholesale operations through significant liquidity restrictions, lender negotiations, an ultimate refinance, and structured closings of under-performing retail locations. I believe I am well qualified to render the services described herein in a cost-effective, efficient and timely manner. A summary of my experience is contained in my curriculum vitae, a true and correct copy of which is attached hereto as Exhibit 1.

3. A true and correct copy of the engagement agreement dated as of April 9, 2018 (the “Engagement Agreement”) entered into between NV Consulting and the Debtor is attached hereto as Exhibit 2. The professional services NV Consulting shall provide to the Debtor pursuant to the Engagement Agreement include:

- a. Prepare and/or review weekly variance reports;
- b. Review and Approve funding requests;
- c. Prepare and/or review financial reports and any other requests from the United States Trustee (including but not limited to monthly operating reports, quarterly post confirmation reports (as needed), and fulfillment of any other United States Trustee requests);
- d. Prepare and/or review financial analysis on specific store locations;

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1 e. Financial reporting and budgeting for the Company through entry of the
2 Final Decree in the Company's Chapter 11 case; and

3 f. Serve as the principal liaison between the Company and its secured lenders
4 and unsecured creditors committee, communicating electronically, via teleconference, or
5 in person (as needed).

6 4. NV Consulting has represented, and will in the future represent, many different
7 clients with various business interests in numerous industries. These clients are often referred to
8 NV Consulting by intermediaries such as lawyers, investment bankers, lenders and accountants.

9 5. NV Consulting has undertaken a thorough review of its computerized database that
10 contains the names of the clients and other parties of interest with respect to certain matters. NV
11 Consulting's investigation has not revealed any actual or potential conflict of interest with respect
12 to NV Consulting's proposed representation of the Debtor. Based on the results of this conflict
13 search, and based on my understanding of the Bankruptcy Code and the Federal Rules of
14 Bankruptcy Procedure (the "Bankruptcy Rules"), and the practice being followed in other chapter
15 11 cases, to the best of my knowledge, neither I, NV Consulting, nor any employee thereof,
16 insofar as I have been able to ascertain, has any connection with the Debtors, their creditors, or
17 other parties in interest (as reasonably known to us), their attorneys, the Region 16 of the Office
18 of the United States Trustee (the "U.S. Trustee"), or any person employed by the U.S. Trustee,
19 except as disclosed or otherwise described herein.

20 6. To the best of my knowledge, NV Consulting is a "disinterested person" as that
21 term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the
22 Bankruptcy Code.

23 7. My normal billing rate for services substantially similar to those described in the
24 Engagement Agreement is \$400 per hour. However, I have agreed to perform services for the
25 Debtor in this chapter 11 case at a reduced hourly rate of \$300. I do not anticipate that any other
26 professional of NV Consulting will be providing services for the Debtor under the Engagement
27 Agreement.

28 8. It is contemplated that NV Consulting will seek compensation based upon hourly

1 billing rates, and reimbursement of expenses pursuant to the Guidelines promulgated by the
2 Executive Office of the U.S. Trustee. A list of expenses ordinarily charged by NV Consulting to
3 its clients, and the rates therefor, is attached hereto as Exhibit 3.

4 9. Pursuant to the terms of the Engagement Agreement, upon entry of an order
5 approving the Application, the Debtor will pay to NV Consulting a post-petition retainer in the
6 amount of \$5,000.00. NV Consulting will draw down on this retainer only pursuant to monthly
7 fee statement procedures set forth in the Guidelines promulgated by the Executive Office of the
8 U.S. Trustee (the “U.S. Trustee Guidelines”). Compensation sought by NV Consulting not drawn
9 down from the retainer pursuant to the U.S. Trustee Guidelines will be paid only upon approval
10 of an interim and/or final fee application in accordance with sections 330 and 331 of the
11 Bankruptcy Code.

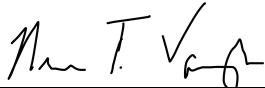
12 [Signature Page Follows]

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I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct. Executed at Chicago, Illinois on this 10 day of April, 2018.



NEEMA VARGHESE

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

EXHIBIT “1”

Neema T. Varghese

630.697.4402 | nvarghese@nvconsultingservices.com
[linkedin.com/in/nvarghese](https://www.linkedin.com/in/nvarghese)



Neema is a seasoned financial advisor in complex situations advising clients in bankruptcy, turnarounds, transaction advisory services and protecting creditor interests. Neema has served a number of industries including healthcare, retail, financial services, oil/gas, pharma, manufacturing and transportation and typically has direct reporting responsibilities to C-Suite executive teams, boards of directors and debt/equity investor groups.

She brings more than 15 years of experience with an expertise in managing comprehensive M&A diligence (buy-side and sell-side efforts), restructuring, bankruptcy and disputes engagements. Focused on driving change for middle market organizations and executing superior results.

Professional Experience

NV Consulting Services has aided companies through cash management issues, worked through receiverships, prepared entities for liquidations and going concern sales of parts or entire businesses, and guided secured lenders and private equity firms through healthy and troubled portfolio companies. Neema has represented the Federal Deposit Insurance Corporation (FDIC) in assessing damages resulting from a \$2.5 billion bank failure engaged primarily in mortgage backed securities. Prior to forming NV Consulting Services, Neema served as a senior manager in Huron Consulting Group's Business Advisory practice. Previously, Neema was a portfolio manager with Merrill Lynch's Special Assets group, working with a \$100MM+ portfolio, consistently maximizing recovery and minimizing chargeoff exposure. Prior to Merrill Lynch, Neema was an account manager at Zurich North America and also worked in underwriting new credit at American Chartered Bank.

Signature Engagements

- Steered \$500 million long-term acute care operator of over 18 facilities nationwide through a Chapter 11 filing and sale of assets. Interfaced with management to determine additional cost savings, process improvement measures and vendor contract negotiations.
 - Oversaw all areas of the bankruptcy process for the client including first day preparation, critical vendors, lender inquiries, preference analysis, 503(b)(9)/reclamation analysis and M&A due diligence.
 - Reduced Buyer cure costs by 43% through extensive vendor negotiation.
 - Guaranteed continued high-quality patient care while navigating new buyers and employees through sale process and transition of ownership. Provided thorough merger integration assistance to both entities playing key roles for the client as well as lender and debtor counsel.
 - Directed team of 30 client employees in areas of revenue cycle, supply chain, accounts payable, legal, human resources, benefits and accounting.
 - Retained as wind-down advisor for bankrupt estates overseeing litigation, claims review/distribution and court reporting.
- Provided quality of earnings (QOE) reports for leading financial institutions. Industries served include a major third party logistics (3PL) carrier, specialty finance organizations, over-the-counter and RX pharmaceutical company, \$215 million oil services provider, plastic injection molder, 6 hospital system grossing over \$250 million in revenues, an engineering staffing firm, and a middle market paper distributor. Conducted extensive management interviews, financial analysis on historical data as well as future projections. Reports provided key insight to banks and significant findings.
 - All QOE's uncovered significant weaknesses for bank portfolio clients leading to either additional engagement phases of financial and operational restructuring or recommendations for internal improvements.
- Guided a \$150 million fashion designer of high end clothing and accessories with retail and wholesale operations through significant liquidity restrictions, lender negotiations, ultimate refinance, and structured closings of under-performing retail locations.
- Uncovered approximately \$7 million of AR fraud through routine review of a secured lender's distressed portfolio client engaged primarily in extending loans and leases on construction and roofing equipment with a total portfolio size of greater than \$20

Neema T. Varghese

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[linkedin.com/in/nvarghese](https://www.linkedin.com/in/nvarghese)

million. NV Consulting continues to provide assistance to the secured lender in efforts to bring the corrupt borrowers to justice and recover as much realization as possible on the salable assets and personal guaranty.

- Produced carve-out financial statements of a \$20 billion transportation company for a potential spin-off of cash generating business segment. Developed a stand-alone income statement that included historical intercompany accounting corrections, push down of fresh start adjustments and corporate allocations.
 - Originated non-divisional allocation model and methodology to include corporate overhead expenses
 - Generated pro-forma statements preparing the company for an S-1 registration.
 - Marketed transaction guidance to executive management who followed recommendation for alternate liquidity improvements.
- Led \$450 million not-for-profit multi-hospital system through financial forecasts, liquidity analysis and management of M&A and lender relationships. Successfully maintained cash flow operations of the bankrupt entities, performed extensive Medicaid/Medicare reimbursement analysis and provided detailed board recommendations.
 - Managed support to a new buyer, claims analysis and remaining estate obligations through a liquidating trust after a successful sale of hospital entities and secured debt payoff.
 - Implemented various improvement initiatives with management, yielding a \$22 million EBITDA annual improvement and a sale of substantially all assets of the company for far greater than the outstanding secured debt.
 - Directed over \$15 million in the Liquidating Trust assets, including:
 - Maintained primary signature authority and security administration with lead bank for the Liquidating Trust to ensure all transactions are reasonable and necessary.
 - Reviewed and approved all transactions (professional fee invoices, adversary actions, court fees, various settlements, claims distributions, Medicaid/Medicare refunds, taxes, etc.).
 - Led efforts of bringing upwards of \$1.5 million back to the Liquidating Trust for the benefit of claim holders through FICA refunds for medical residents.
 - Reviewed and analyzed all claims with counsel and claims agent to ensure only valid claims are allowed.
 - Projected receipts and related disbursements to meet required quarterly United States Trustee reporting.
 - Responded to opposing counsel's discovery requests on all adversary proceedings on behalf of the client.
- Provided transfer pricing litigation support to a \$14 billion computer distributor including analysis of multiple entities, foreign currency shifts in transfer prices and reverse process analysis, determining transfer price calculations. Ultimately provided a recommendation for adjustment of calculations that was accepted by the client and implemented.

Education/Certifications & Awards

- Bachelor of Science, Accountancy, University of Illinois at Urbana – Champaign
- Certified Insolvency and Restructuring Advisor (CIRA)
- 2016 Emerging Leader Award Winner from the M&A Advisor

Professional Associations & Civic Involvement

- Board Member, Streetwise
- Committee Chair, Turnaround Management Association
- Member, Association of Insolvency and Restructuring Advisors
- Volunteer Tax Preparer, LadderUp (formerly Tax Assistance Program)
- Mentor, HFS Chicago Scholars

EXHIBIT “2”



April 9, 2018

Mr. Brian Lipman, President
B&B Liquidating, LLC

Dear Mr. Lipman:

NV Consulting Services LLC (“NV Consulting”) appreciates the opportunity to provide financial advisory services to B&B Liquidating, LLC (“the Company”), a Chapter 11 debtor in Case No. **2:18-bk-11744-NB**, currently pending in the United States Bankruptcy Court for the Central District of California, (Los Angeles) (“Bankruptcy Court”). This letter agreement (“Agreement”) outlines the services NV Consulting will provide to the Company.

Project Scope:

NV Consulting will devote between 10-20 hours per week¹ on the following items:

- 1) Prepare and/or review weekly variance reports
- 2) Review and Approve funding requests
- 3) Prepare and/or review financial reports and any other requests from the United States Trustee (including but not limited to monthly operating reports, quarterly post confirmation reports (as needed), and fulfillment of any other United States Trustee requests).
- 4) Prepare and/or review financial analysis on specific store locations
- 5) Financial reporting and budgeting for the Company through entry of the Final Decree in the Company’s Chapter 11 case
- 6) Serve as the principal liaison between the Company and its secured lenders and unsecured creditors committee, communicating electronically, via teleconference, or in person (as needed).

Subsequent phases of this engagement can be mutually decided and formalized in writing between the Company and NV Consulting to help the Company further monetize any remaining assets for the repayment of its creditors.

Information and Assistance; Reliance:

NV Consulting’s performance of the services described herein is dependent upon the Company providing (or causing to be provided) NV Consulting with such information and assistance as NV Consulting may reasonably require from time to time. In connection therewith, the Company agrees to use reasonable skill, care and attention to ensure that all information NV Consulting may reasonably require is provided on a timely basis and is accurate and complete and relevant for the purpose for which it is required to the best of the Company’s knowledge. The Company agrees to exercise reasonable care when providing financial information to NV Consulting during the course of this engagement and an authorized representative of the

¹ NV Consulting shall obtain the Company’s prior approval if it anticipates that its weekly services will exceed 20 hours / week.



Company shall notify NV Consulting if it is subsequently determined that any information provided is incorrect or inaccurate or otherwise should not be relied upon.

Bankruptcy Court Approval

This Agreement and NV Consulting's obligations and responsibilities relating to this engagement are subject to and conditioned upon approval of the Bankruptcy Court. In the event the Bankruptcy Court approves this Agreement, but deletes or holds unenforceable certain provisions thereof, NV Consulting may, in its sole discretion, accept the Agreement as modified, or may terminate this engagement as set forth herein.

NV Consulting shall commence performance of the services described herein as of the date of this Agreement (the "*Effective Date*"), and the Company shall promptly seek entry of Order from the Bankruptcy Court approving this Agreement retroactively to the Effective Date (the "*Approval Order*"), which shall be in form and substance satisfactory to NV Consulting. The Approval Order shall provide, *inter alia*, (i) NV Consulting shall be paid a post-petition retainer of \$5,000, and (ii) the Company, with the cooperation of NV Consulting, shall file interim and/or final fee applications, as appropriate, on behalf of NV Consulting.

Engagement Fees

NV Consulting will discount its standard hourly rate of \$400 for the services discussed above and invoice monthly (or in accordance with the United States Bankruptcy Court requirements) based on the following hourly rates:

Neema Varghese \$300

In addition, NV Consulting will be reimbursed for its reasonable out-of-pocket expenses incurred in connection with this assignment, such as travel, lodging, duplicating, messenger and telephone charges. All fees and expenses will be billed on a monthly basis so management can track progress of the engagement.

Payment on any invoice will be made only pursuant to order of the Bankruptcy Court via wire transfer in accordance with the below wire instructions. NV Consulting's retainer of \$5,000 will be paid upon entry of the Approval Order, which will be deposited in a client trust account and be drawn down upon as authorized by the Bankruptcy Court. To the extent there is excess retainer after termination of this Agreement, that amount will be immediately returned to the Company. The retainer should be wire transferred to NV Consulting in accordance with the below wire transfer instructions.

We understand that our bills should be sent to:

Mr. Brian Lipman, President
B&B Liquidating, LLC
blipman@bachrach.com
(Physical mailing address to be provided)



Wire transfer for payment to NV Consulting should be sent to:

JPMorgan Chase Bank, N.A.
Chicago, Illinois
Routing No. 071000013
Account Title: NV Consulting Services LLC
Account Number: 696237598
Comments: Bachrach

Term of Engagement and Timing

This engagement shall commence on the Effective Date and shall terminate upon dismissal or entry of a final decree in the Company's bankruptcy case, unless terminated earlier in accordance with the terms hereof (the "**Term**"). The engagement may be terminated by mutual written agreement between the parties or by either party upon seven (7) business days prior written notice to the other party, without liability or continuing obligations to the other except as otherwise provided for herein. The date of such termination shall be referred to as the "**Termination Date**."

Any unpaid fees and expenses due to NV Consulting through the Termination Date shall be paid only upon order of the Bankruptcy Court.

Relationship of the Parties

The parties intend that an independent contractor relationship will be created by this Agreement and any duties arising hereunder shall be contractual in nature. Unless specifically imposed by applicable state law, each of the Company and NV Consulting specifically disclaim any fiduciary duties to the other. Without limiting the generality of the foregoing, the parties acknowledge that NV Consulting will not be an agent of the Company and will not have the right or authority to make any commitment, agreement, representation or warranty on behalf of the Company.

Confidentiality

Both parties agree that any "Confidential Information" (defined below) received from the other party or constituting "Developed Information" (defined below) in respect of the Confidential Information of the other party shall only be used for the purposes of providing or receiving services under this or any other agreement between the parties. For purposes of this Agreement, "**Confidential Information**" includes non-public confidential and proprietary data, plans, reports, records, calculations, computer programs, source or object codes, results, models or any work product or the business of the parties including all Developed Information prepared or delivered by any party with respect thereto. As used herein, "**Developed Information**" means any information, report, summary, analysis, or other document developed, prepared, written or formulated based, in whole or in part, on any Confidential Information. Except as provided below, neither party will disclose the other party's Confidential Information to any third party except for the legal and financial advisors of such party. Confidential Information shall not include information that is or becomes generally available to the public other than as a result of a breach of an obligation under this Agreement that (i) is acquired from a third party who, to the recipient party's knowledge, owes no obligation of confidence in respect of the information; or (ii) is or has been independently developed by the recipient.



Notwithstanding any provision of this Agreement, the foregoing is not intended to prohibit, nor shall it be construed as prohibiting, the parties from disclosure pursuant to a valid subpoena or court order, but neither party shall encourage, suggest, invite or request, or assist in securing, any such subpoena or court order; and the parties shall, where reasonably practicable, provide each other party with not less than 2 business days' notice in writing of any such subpoena or court order by fax transmission. At the request of the party that provided the applicable Confidential Information (or whose Confidential Information was the basis, in whole or in part, for the Developed Information with respect to such Confidential Information), the other party will cooperate in such manner as may be reasonably requested in order to seek a protective order or to otherwise seek to maintain the confidentiality of, or to limit the disclosure of, such Confidential Information.

Intellectual Property

All methodologies, processes, techniques, ideas, concepts, know-how, procedures, software, tools, writings and other intellectual property that NV Consulting has created, acquired or developed are, and shall remain, the sole and exclusive property of NV Consulting, and the Company shall not acquire any interest therein.

Electronic Communications

During the course of this engagement, NV Consulting or the Company may need to electronically transmit Confidential Information to each other and to other entities engaged by either party. E-mail is not a secure means of communication and thus, confidentiality could be compromised. The Company agrees to the use of e-mail and other electronic methods to transmit, and receive information, including Confidential Information, between NV Consulting and the Company and between NV Consulting and any third-party service provider or other entities engaged by either NV Consulting or the Company. NV Consulting shall not be liable for any loss, damage, expense, inconvenience, or harm resulting from the loss, delay, interception, corruption, or alteration of any electronic communication due to any reason beyond its reasonable control, other than in the case of NV Consulting's gross negligence or willful misconduct with respect to the manner of transmission of such information.

Governing Law

This Agreement will be governed by and construed in accordance with the laws of the State of California, without regard to conflicts of laws provisions. NV Consulting and the Company consent to the jurisdiction of the United States Bankruptcy Court for the Central District of California for any matter relating to this Agreement.

Notices

All notices required or permitted to be delivered under this Agreement shall be sent, if to NV Consulting, to:

NV Consulting Services LLC
701 Potomac Ave
Naperville, IL 60565
nvarghese@nvconsultingservices.com



And, if to the Company, to:

Mr. Brian Lipman, President
B&B Liquidating, LLC
8723 Bellanca Drive, Unit A
Los Angeles, CA 90045
blipman@bachrach.com

Indemnification

The Company agrees to indemnify and hold harmless NV Consulting, its affiliates and their respective shareholders, members, managers, employees, agents, representatives and subcontractors (each, an “*Indemnified Party*” and collectively, the “*Indemnified Parties*”) against any and all losses, claims, damages, liabilities, penalties, obligations and expenses, including the costs for counsel or others in investigating, preparing or defending any action or claim, whether or not in connection with litigation in which any Indemnified Party is a party, or enforcing this Agreement (including these indemnity provisions), as and when incurred, caused by, relating to, based upon or arising out of (directly or indirectly) the Indemnified Parties’ acceptance of or the performance or nonperformance of their obligations under the Agreement (including without limitation any actions taken by an Indemnified Party in its capacity as a director or officer of Company or client); provided, however, such indemnity shall not apply to any such loss, claim, damage, liability or expense to the extent it is found in a final non-appealable judgment by a court of competent jurisdiction to have resulted from such Indemnified Party’s gross negligence, willful misconduct or willful material breach of this Agreement.

In the event that NV Consulting is not paid any amount owed hereunder by the Company when and as due, NV Consulting shall be entitled to reasonable attorneys’ fees and other costs of collection, if necessary, to obtain payment of such professional fees, expenses or any other amounts. For the avoidance of doubt, in the case of cancellation, the terms of this Section shall still apply irrespective of which party has so terminated this Agreement or any Authorization.

Miscellaneous

This Agreement constitutes the entire agreement between the parties with regard to the subject matter hereof and supersedes any and all agreements, whether oral or written, between the parties with respect to its subject matter. No amendment or modification to this Agreement will be valid unless in writing and signed by both parties.

(a) If any portion of this Agreement is found to be invalid or unenforceable, such provision will be deemed severable from the remainder of this Agreement and will not cause the invalidity or unenforceability of the remainder of this Agreement, except to the extent that the severed provision deprives either party of a substantial portion of its bargain.

(b) Neither party will be deemed to have waived any rights or remedies accruing under this Agreement unless such waiver is in writing and signed by the party electing to waive the right or remedy. The waiver by any party of a breach or violation of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach of such provision or any other provision of this Agreement.



(c) Neither party will be liable for any delay or failure to perform under this Agreement (other than with respect to payment obligations) to the extent such delay or failure is a result of an act of God, war, earthquake, civil disobedience, court order, labor dispute, or other cause beyond such party's reasonable control.

(d) Neither the Company nor NV Consulting shall assign any rights, obligations or claims under its Agreement, without the express written consent of the other party. Nothing in this Agreement will confer any rights upon any person or entity other than the parties hereto and their respective successors and permitted assigns.

(e) The expiration or termination of this Agreement will not destroy or diminish the binding force and effect of any of the provisions of this Agreement that expressly, or by reasonable implication, come into or continue in effect on or after such expiration or termination, including, without limitation, provisions relating to payment of fees and expenses, governing law and indemnity.

(f) This Agreement may be executed in two (2) or more counterparts, each of which will be deemed to be an original of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. Any party to this Agreement may deliver an executed counterpart hereof by facsimile transmission or electronic mail (as a Portable Document Format (PDF) file) to another party hereto and any such delivery shall have the same force and effect as any other delivery of a manually signed counterpart of this Agreement.

We appreciate the opportunity to serve the Company and believe this Agreement accurately reflects our mutual understanding of the terms upon which NV Consulting's services will be provided. We would be pleased to discuss this Agreement with the Company at its convenience. If the foregoing is in accordance with your understanding, please sign a copy of this Agreement and return it to my attention.

The undersigned parties agree to the terms, conditions and fees described in the foregoing Agreement.

NV CONSULTING SERVICES LLC

By: Neema T. Varghese
Neema T. Varghese
Managing Director

Acknowledged and Accepted:

B&B LIQUIDATING LLC
By: Brian Lipman
Title: Brian Lipman, President
Date: 4/3/2018

EXHIBIT “3”

Airfare Economy airfare for domestic travel to/from corporate office of the debtor.

Lodging Lodging at standard rates for travel to/from corporate office of the debtor.

Parking Actual parking charges.

Transportation Rental car fees, taxi, or gasoline fees for travel to/from corporate office of the debtor.

Mileage Charged at the standard mileage rate published by the IRS in effect when the miles are driven; this rate is \$0.545 per mile for 2018.

Photocopying \$0.20 per page.

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:
1900 Avenue of the Stars, 21st Fl. Los Angeles, CA 90067

A true and correct copy of the foregoing document entitled (*specify*): **APPLICATION OF DEBTOR PURSUANT TO SECTION 327(a) OF THE BANKRUPTCY CODE AND RULE 2014 OF THE FEDERAL RULES OF BANKRUPTCY PROCEDURE TO EMPLOY NV CONSULTING SERVICES LLC AS FINANCIAL ADVISOR AS OF APRIL 9, 2018; DECLARATION OF NEEMA T. VARGHESE IN SUPPORT THEREOF** will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (*date*) April 12, 2018, 2018, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On (*date*) April 12, 2018, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

See Noticing Agent's separate Certificate of Service

Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (*state method for each person or entity served*): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (*date*) April 12, 2018, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

See Noticing Agent's separate Certificate of Service

Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

April 12, 2018
Date

Julie King
Printed Name

/s/ Julie King
Signature

This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

1. **TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):**

- Shirley Cho scho@pszjlaw.com
- Brian L Davidoff b davidoff@greenbergglusker.com,
calendar@greenbergglusker.com;jking@greenbergglusker.com
- John P Dillman houston_bankruptcy@publicans.com
- Brian D Huben hubenb@ballardspahr.com, carolod@ballardspahr.com
- Courtney J Hull bk-chull@oag.texas.gov, sherri.simpson@oag.texas.gov
- Dare Law dare.law@usdoj.gov,
Kenneth.g.lau@usdoj.gov,Alvin.mar@usdoj.gov,ron.maroko@usdoj.gov
- Michael E McCarthy michael.mccarthy@troutmansanders.com,
christina.lopez@troutmansanders.com;anabel.pineda@troutmansanders.com
- Leo D Plotkin lplotkin@lsl-la.com, hpetrilli@lsl-la.com;dsmall@lsl-la.com
- Hamid R Rafatjoo hrafatjoo@raineslaw.com, bclark@raineslaw.com;cwilliams@raineslaw.com
- Ronald M Tucker rtucker@simon.com,
cmartin@simon.com;psummers@simon.com;Bankruptcy@simon.com
- United States Trustee (LA) ustpreion16.la.ecf@usdoj.gov
Elizabeth Weller dallas.bankruptcy@publicans.com

This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.