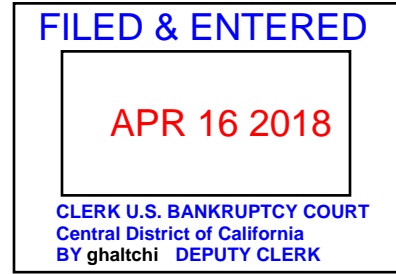


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6 Proposed General Bankruptcy Counsel for
7 Debtor and Debtor in Possession

CHANGES MADE BY COURT

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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 APPROVING APPLICATION OF
DEBTOR PURSUANT TO SECTION 327(a)
OF THE BANKRUPTCY CODE AND
RULE 2014 OF THE FEDERAL RULES OF
BANKRUPTCY PROCEDURE TO
EMPLOY CLEAR THINKING GROUP
LLC AS FINANCIAL ADVISOR AS OF
THE PETITION DATE**

[NO HEARING REQUIRED]

1 The Court having considered the *Application of the Debtor Pursuant to Section 327(a) of*
2 *the Bankruptcy Code and Rule 2014 of the Federal Rules of Bankruptcy Procedure to Employ*
3 *Clear Thinking Group LLC as Financial Advisor as of the Petition Date* [Docket No. 92] (the
4 “Application”)¹ filed by Debtor and Debtor in Possession B&B Liquidating, LLC, f/k/a B&B
5 Bachrach, LLC (the “Debtor”), together with the *Declaration of Brian Allen* attached to the
6 Application with exhibits attached thereto, the Debtor’s Notice of the Application [Docket No.
7 93], and the *Statement of Disinterestedness for Employment of Professional Person Under FRBP*
8 *2014* [Docket No. 94]; it appearing that this Court has jurisdiction over this matter pursuant to 28
9 U.S.C. §§ 157 and 1334; it appearing that due and adequate notice of the Application having been
10 given pursuant to the Court’s *Order Granting Emergency Motion for Order Limiting Scope of*
11 *Notice* [Docket No. 44], which is incorporated herein by reference; no timely response or request
12 for hearing having been filed with respect to the Application; and after due deliberation and good
13 cause appearing therefor,

14 IT IS ORDERED THAT:

- 15 1. The Application is granted.
- 16 2. The Debtor is authorized to employ Clear Thinking Group, LLC (“CTG”) as its
17 financial advisor for the purposes set forth in the Application, effective as of February 16, 2018,
18 pursuant to section 327(a) of title 11 of the United States Code, 11 U.S.C. §§ 101, et seq. (the
19 “Bankruptcy Code”).
- 20 3. The Debtor is authorized to pay and deposit into the trust account of Debtor’s
21 counsel the Carve-Out amounts for CTG pursuant to the Financing Stipulation.
- 22 4. CTG is authorized to be paid on a monthly basis from the retainer paid to CTG and
23 from the Carve Out, in accordance with the procedures set forth below:
 - 24 a. By the twentieth (20th) day of each month CTG shall, in accordance with
25 the United States Trustee Guidelines, file with this Court a monthly fee statement (each, a
26 “Monthly Fee Statement”) with respect to its fees for professional services rendered and
27

28 ¹ Unless otherwise defined herein, capitalized terms have the meaning ascribed to them in the Application.

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1 expenses incurred on behalf of the Debtor in the prior month. CTG shall also serve copies
2 of each Monthly Fee Statement via the Court's NEF system, email, facsimile, or U.S. mail
3 upon the Debtor, counsel for the Committee, the United States Trustee, and such other
4 parties as request notice thereof.

5 b. All of the parties served with a Monthly Fee Statement shall have fifteen
6 (15) days from the date of such service to file and serve an objection to the proposed
7 payment to CTG. If, however, no timely objection is filed and served, upon the expiration
8 of the 15-day period, CTG shall be entitled to draw down from funds held in the trust
9 account of the Debtor's counsel, and the Debtor shall be authorized to pay, eighty percent
10 (80%) of CTG's fees and one hundred percent (100%) of CTG's expenses as set forth in
11 the Monthly Fee Statement.

12 c. If an objection is filed to a Monthly Fee Statement, CTG shall be entitled to
13 draw down from funds held in the trust account of the Debtor's counsel, and the Debtor
14 shall be authorized to pay, the appropriate amounts or percentages not subject to the
15 objection.

16 5. Nothing in this Order shall be construed as limiting CTG's compensation to only
17 the amounts payable under the Carve Out and CTG is permitted seek approval of compensation or
18 reimbursement of expenses that exceed the Carve Out amounts which are otherwise permitted
19 under sections 330 and 331 of the Bankruptcy Code.

20 6. Any fees authorized to be paid hereunder are subject to the Court's subsequent
21 approval of interim and/or final fee applications made pursuant to sections 330 and/or 331 of the
22 Bankruptcy Code.

23 7. Failure to object to payment on account of any Monthly Fee Statements shall not
24 waive any party's rights to object to any of CTG's requests for compensation and reimbursement
25 of expenses upon interim and/or final fee applications.

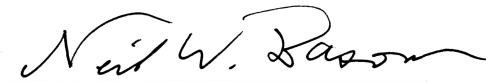
26 8. The Bankruptcy Court shall retain jurisdiction over any dispute that may arise with
27 respect to the Debtor's employment of CTG. Upon dismissal of, or closing of, the of the Debtor's
28 bankruptcy case, in the event of a dispute regarding CTG's engagement, the forum for such a

1 dispute shall be determined by the terms of the Engagement Agreement between the Debtor and
2 CTG.

3 9. IT IS FURTHER ORDERED that (a) employment is per 11 U.S.C. §
4 327 not § 328; (b) payment only per 11 U.S.C. § 330(a) – no lien or superpriority
5 claim is allowed (except as explicitly allowed – e.g., realtor commissions on
6 court-approved sales); (c) maximum 2 hours per day of non-working time (e.g.,
7 travel, or waiting for matter to be called) absent an adequate explanation; (d) no
8 buyers’ premium for auctioneers; (e) no dual agency; (f) all matters relating to
9 the professional’s engagement, compensation and costs shall be resolved in this
10 court, notwithstanding any provisions for arbitration, choice of venue, or the
11 like, and (g) any indemnification, limitation of damages or the like is
12 ineffective. See generally *In re Circle K Corp.*, 279 F.3d 669 (9th Cir. 2002) and
13 11 U.S.C. § 327(a) (professionals may not “hold or represent an interest adverse
14 to the estate”).

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24 Date: April 16, 2018



Neil W. Bason
United States Bankruptcy Judge