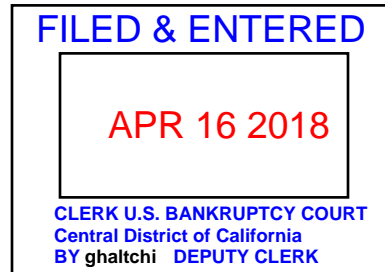


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6 Proposed General Bankruptcy Counsel for
7 Debtor and Debtor in Possession

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 GREENBERG GLUSKER
FIELDS CLAMAN & MACHTINGER LLP
AS GENERAL BANKRUPTCY COUNSEL
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 *Greenberg Glusker Fields Claman & Machtinger LLP as General Bankruptcy Counsel as of the*
4 *Petition Date* [Docket No. 89] (the “Application”) filed by Debtor and Debtor in Possession B&B
5 Liquidating, LLC, f/k/a B&B Bachrach, LLC (the “Debtor”), together with the *Declaration of*
6 *Brian L. Davidoff* attached to the Application with exhibits attached thereto, the Debtor’s Notice
7 of the Application [Docket No. 90], and the *Statement of Disinterestedness for Employment of*
8 *Professional Person Under FRBP 2014* [Docket No. 91]; it appearing that this Court has
9 jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; it appearing that due and
10 adequate notice of the Application having been given pursuant to the Court’s *Order Granting*
11 *Emergency Motion for Order Limiting Scope of Notice* [Docket No. 44], which is incorporated
12 herein by reference; no timely response or request for hearing having been filed with respect to
13 the Application; and after due deliberation and good cause appearing therefor,

14 IT IS ORDERED THAT:

- 15 1. The Application is granted.
- 16 2. The Debtor is authorized to employ Greenberg Glusker¹ as its general bankruptcy
17 counsel for the purposes set forth in the Application, effective as of February 16, 2018, pursuant
18 to section 327(a) of title 11 of the United States Code, 11 U.S.C. §§ 101, et seq. (the “Bankruptcy
19 Code”).
- 20 3. The Debtor is authorized to pay, and Greenberg Glusker is authorized to deposit in
21 its client retainer trust account \$20,000 per week to a maximum of \$275,000 (the “Carve-Out”)
22 pursuant to the Financing Stipulation.
- 23 4. Greenberg Glusker is authorized to be paid on a monthly basis from the retainer
24 paid to Greenberg Glusker and from the Carve Out, in accordance with the procedures set forth
25 below:

- 26 a. By the twentieth (20th) day of each month Greenberg Glusker shall, in
- 27

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

1 accordance with the United States Trustee Guidelines, file with this Court a monthly fee
2 statement (each, a “Monthly Fee Statement”) with respect to its fees for professional
3 services rendered and expenses incurred on behalf of the Debtor in the prior month.
4 Greenberg Glusker shall also serve copies of each Monthly Fee Statement via the Court’s
5 NEF system, email, facsimile, or U.S. mail upon the Debtor, counsel for the Committee,
6 the United States Trustee, and such other parties as request notice thereof.

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

14 c. If an objection is filed to a Monthly Fee Statement, Greenberg Glusker
15 shall be entitled to draw down from funds held in its trust account, and the Debtor shall be
16 authorized to pay, the appropriate amounts or percentages not subject to the objection.

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

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

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

27 8. The Bankruptcy Court shall retain jurisdiction over any dispute that may arise with
28 respect to Greenberg Glusker’s representation of the Debtor. Upon dismissal of, or closing of, the


1 of the Debtor's bankruptcy case, in the event of a dispute regarding Greenberg Glusker's
2 engagement, the forum for such a dispute shall be determined by the terms of the Engagement
3 Agreement between the Debtor and Greenberg Glusker.

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

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GREENBERG GLUSKER FIELDS CLAMAN
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1900 Avenue of the Stars, 21st Floor
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24 Date: April 16, 2018



Neil W. Bason
United States Bankruptcy Judge