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6 General Bankruptcy Counsel for
7 Debtor and Debtor in Possession

8
9 UNITED STATES BANKRUPTCY COURT
10 CENTRAL DISTRICT OF CALIFORNIA
11 LOS ANGELES DIVISION

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

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

NOTICE OF MOTION AND MOTION FOR:

(1) EXTENSION OF TIME IN WHICH TO ASSUME OR REJECT UNEXPIRED LEASES OF NONRESIDENTIAL REAL PROPERTY THROUGH SEPTEMBER 14, 2018; AND

(2) EXTENSION OF TERM OF STORE CLOSING SALES THROUGH SEPTEMBER 14, 2018;

DECLARATION OF BRIAN LIPMAN IN SUPPORT

Hearing

Date: June 12, 2018
Time: 2:00 p.m.
Place: Courtroom 1545
255 E. Temple Street
Los Angeles, CA 90012

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

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

4 **PLEASE TAKE NOTICE** that on June 12, 2018 at 2:00 p.m., or as soon thereafter as the
5 matter may be heard, Debtor and Debtor in Possession B&B Liquidating, LLC, f/k/a B&B
6 Bachrach, LLC, (the “Debtor”) will move this court and hereby submits this motion (the
7 “Motion”) for entry of an order:

8 (1) extending the time to assume or reject unexpired leases of nonresidential real property
9 for an additional 90 days to, and including September 14, 2018 pursuant to sections 365(d)(4)(B)
10 of title 11 of the United States Code (the “Bankruptcy Code”) and Rule 9006(b) of the Federal
11 Rules of Bankruptcy Procedure (the “Bankruptcy Rules” and each, a “Bankruptcy Rule”); and

12 (2) authorizing an extension of the term of the previously approved inventory liquidation,
13 “store closing” or similar themed sales (the “Store Closing Sales”) to, and including September
14 14, 2018 pursuant to sections 105 and 363(b)(1) of the Bankruptcy Code and Bankruptcy Rules
15 6004 and 9006(b).

16 As set forth in the accompanying Memorandum of Points and Authorities, there are good
17 and sufficient grounds for granting this Motion. The Debtor initially projected the Store Closing
18 Sales would be conducted over a 16-week period and, therefore would have concluded on or
19 about June 8, 2018. Though the Debtor has concluded the Store Closing Sales at four locations¹,
20 the Debtor does not anticipate completing the remaining nine Store Closing Sales prior to
21 expiration of the 16-week sale period (i.e. June 8, 2018) or the deadline to assume or reject
22 nonresidential leases provided in section 365(d)(4) of the Bankruptcy Code (i.e. June 18, 2018).
23 The need for extra time to assume or reject the applicable leases and conclude the Store Closing
24 Sales is based primarily on the unanticipated slow rate of the sales, which has resulted in higher-
25 than-anticipated inventory levels.

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27 _____
28 ¹ The Debtor additionally vacated Store No. 20 located at the Fashion Outlets of Chicago, in Rosemont, Illinois, which was subleased by the Debtor from an affiliate of the Debtor, but which was not part of the Court approved Store Closing Sales.

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WHEREFORE, for all the foregoing reasons, and such additional reasons as may be advanced, the Debtor respectfully requests that the Court enter an order: (1) extending the time to assume or reject unexpired leases of nonresidential real property for an additional 90 days to, and including September 14, 2018; (2) authorizing an extension of the term of the previously approved Store Closing Sales to, and including September 14, 2018; and (3) such other relief as the Court deems just and proper.

DATED: May 18, 2018

GREENBERG GLUSKER FIELDS CLAMAN & MACHTINGER LLP

By: /s/ Brian L. Davidoff
BRIAN L. DAVIDOFF
KEITH PATRICK BANNER
General Bankruptcy Counsel for Debtor and Debtor in Possession

GREENBERG GLUSKER FIELDS CLAMAN & MACHTINGER LLP
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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Prior to commencing this chapter 11 bankruptcy case, the Debtor and Debtor in Possession B&B Liquidating, LLC, f/k/a B&B Bachrach, LLC, (the “Debtor”) entered into a consulting agreement with joint liquidation consultants, Great American Group, LLC and Tiger Capital Group, LLC (collectively, the “Liquidation Consultant”) to conduct inventory liquidation, “store closing” or similar themed sales through the Company’s retail locations (the “Store Closing Sales”).³ Based on initial projections received from the Liquidation Consultant, the Store Closing Sales were contemplated to be conducted over a 16-week period and therefore would have concluded on or about June 8, 2018. Though the Store Closing Sales have progressed, the progress has been much slower than anticipated and gross sales have consistently come in less than 60% of initially projected.

Despite the relatively slow progress of the Store Closing Sales, the Debtor has been able to conclude the Store Closing Sales at four locations and has further closed Store No. 20 located at the Fashion Outlets of Chicago (which not part of the Store Closing Sales, as the location was subleased by the Debtor from an affiliate). As to the remaining nine Store Closing Sales, due to the unanticipated slow progress of the sales, the Debtor will likely not complete the sales prior to the expiration of the 16-week sale period (i.e. June 8, 2018) or the current deadline of June 18, 2018 to assume or reject leases provided under section 365(d)(4) of title 11 of the United States Code (the “Bankruptcy Code”). Therefore, the Debtor submits that cause exists for the extension of these deadlines to September 14, 2018.

II. JURISDICTION

The Court has jurisdiction over this case, the Debtor’s estate and this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). The venue of the case is proper pursuant to 28 U.S.C. §§ 1408 and 1409. The Debtor consents to the

³ For a more detailed discussion regarding the Store Closing Sales, please see the Debtor’s *Emergency Motion for Interim and Final Order: (1) Authorizing the Conducting of Inventory Liquidation, Store Closing or Similar Themed Sales; (2) Approving the Assumption of the Consulting Agreement with Liquidation Consultant Great American Group, LLC/Tiger Capital Group, LLC; and (3) Related Relief* [Docket No. 17].

1 entry of a final judgment or order with respect to the Motion if it is determined that the Court,
2 absent consent of the parties, cannot enter a final order or judgment consistent with Article III of
3 the United States Constitution. The statutory predicate for the relief requested here is sections
4 105, 363(b)(1), and 365(d)(4) of the “Bankruptcy Code and Rules 6004 and 9006 of the Federal
5 Rules of Bankruptcy Procedure (the “Bankruptcy Rules” and each a “Bankruptcy Rule”).

6 **III. BACKGROUND**

7 **A. The Court’s Approval of the Store Closing Sale Motion**

8 On or about the February 16, 2018 (the “Petition Date”), along with a series of other “first
9 day” motions, the Debtor filed its *Emergency Motion for Interim and Final Order Authorizing:*
10 *(1) The Conduct of Inventory Liquidation, Store Closing or Similar Themed Sales; (2) Approving*
11 *the Assumption of the Consulting Agreement with Liquidation Consultant Great American Group,*
12 *LLC/Tiger Capital Group, LLC; and (3) Related Relief* [Docket No. 17] (the “Store Closing Sale
13 Motion”). The Store Closing Sale Motion anticipated that the Store Closing Sales would be
14 conducted at the 13 locations⁴ leased by the Company (the “Closing Stores”) over a 16-week
15 period, ending on or about June 8, 2018, with the Closing Stores closed upon completion of each
16 Store Closing Sale.

17 On February 22, 2018, the Court held an emergency hearing on the Store Closing Sale
18 Motion and on February 26, 2018, the Court entered an *Interim Order Authorizing: (1) the*
19 *Conduct of Inventory Liquidation, Store Closing or Similar Themed Sales; and (2) the*
20 *Assumption of the Consulting Agreement* [Docket No. 60] (the “Interim Order”). The Interim
21 Order, among other things, approved the Store Closing Sales on an interim basis through March
22 20, 2018, and authorized the assumption of the Debtor’s consulting agreement with the joint
23 Liquidation Consultant (Great American Group, LLC/Tiger Capital Group, LLC). The Interim
24 Order imposed certain conditions on the Store Closing Sales, such as providing governmental
25 agencies additional time to object to the Store Closing Sales and that FF&E could only be
26 abandoned by *ex parte* application.

27 _____
28 ⁴ As of the Petition Date, the Debtor operated from a fourteenth location, Store No. 20 located at the Fashion Outlets
of Chicago, in Rosemont, Illinois, but the Debtor subleased the premises from an affiliate of the Debtor.

1 The Court held a final hearing on the Store Closing Sale Motion on March 20, 2018. No
2 governmental agency or party in interest filed any opposition to the Store Closing Sale Motion.
3 On April 6, 2018, the Court entered its *Final Order Authorizing: (1) the Conduct of Inventory*
4 *Liquidation, Store Closing or Similar Themed Sales; and (2) the Assumption of the Consulting*
5 *Agreement* [Docket No. 115] (the “Final Order”). The Final Order approved the Store Closing
6 Sales on a final basis.

7 **B. The Court’s Approval of the Lease Rejection Motion**

8 An additional “first day” motion filed by the Debtor on or about the Petition Date was
9 Debtor’s *Motion and Emergency Omnibus Motion for Order Authorizing Debtor: (1) to Reject*
10 *Certain Unexpired Leases of Nonresidential Real Property Retroactively to the Petition Date;*
11 *and (2) to Reject Certain Unexpired Leases of Nonresidential Real Property Pursuant to*
12 *Rejection Notice Procedures* [Docket No. 7] (the “Lease Rejection Motion”). The Lease
13 Rejection Motion, among other things, sets forth certain procedures (the “Rejection Notice
14 Procedures”) for the rejection of leases associated with the Closing Stores, the Debtor’s head
15 office and the Debtor’s distribution center. Under the Rejection Notice Procedures, the Debtor is
16 authorized to reject any applicable lease by filing and serving a lease rejection notice no earlier
17 than five business days prior to a proposed rejection date, with rejection effective upon the later
18 of (x) the occurrence of that date; or (y) the date the Debtor relinquishes control of the premises
19 to the landlord by written notice.

20 On February 22, 2018, the Court held an emergency hearing on the Lease Rejection
21 Motion and on February 23, 2018, the Court entered its *Order on Emergency Omnibus Motion for*
22 *Order Authorizing Debtor: (1) to Reject Certain Unexpired Leases of Nonresidential Real*
23 *Property Retroactively to the Petition Date; and (2) to Reject Certain Unexpired Leases of*
24 *Nonresidential Real Property Pursuant to Rejection Notice Procedures* [Docket No. 49] (the
25 “Lease Rejection Order”). Pursuant to the Lease Rejection Order, the Court granted the Lease
26 Rejection Motion on a final basis and approved the Rejection Notice Procedures.

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1 **C. The Current Status of the Store Closing Sales and Associated Leases**

2 **1. Store Closing Sales Completed/ Leases Rejected**

3 By late April, the Debtor was wrapping up the Store Closing Sales at three Closing Stores
4 and therefore filed its *First Notice of Rejection of Unexpired Leases* [Docket No. 145] (the “First
5 Rejection Notice”) on April 27, 2018. As set forth in the First Rejection Notice, the Debtor
6 concluded the Store Closing Sales and vacated the following properties on or about May 8, 2018:
7 (i) Great Lakes Crossing Outlets (Store No. 12); Opry Mills Mall (Store No. 21); and (ii) Menlo
8 Park Mall (Store No. 82). Also, on or about April 30, 2018, the Debtor vacated Store No. 20 at
9 the Fashion Outlets of Chicago, which the Debtor subleased from an affiliate of the Debtor. By
10 mid-May, the Debtor was able to conclude the Store Closing Sale at an additional location, the
11 Houston Galleria (Store No. 18), as reflected in the Debtor’s *Second Notice of Rejection of*
12 *Unexpired Leases* [Docket No. 159], which provided a lease rejection date of May 13, 2018.

13 **2. Remaining Store Closing Sales**

14 As to the remaining nine Closing Stores, Debtor will be unable to conclude the Store
15 Closing Sales by the expiration of the 16-week period (i.e. June 8, 2018). The Debtor currently
16 anticipates that the following Store Closing Sales will be concluded before the end of June 2018:
17 (i) Stonebriar Center (Store No. 31); (ii) Southlake (Store No. 37); (iii) Galleria Dallas (Store No.
18 76); and (iv) Woodfield (Store No. 79), though this period may be extended.

19 The Debtor anticipates the following remaining Store Closing Sales will be concluded by
20 approximately mid-September 2018: (i) Twelve Oaks Mall (Store No. 8); (ii) Fashion Mall at
21 Keystone (Store No. 16); (iii) Mayfair Mall (Store No. 25); (iv) Somerset Collection (Store No.
22 64) and (v) Fashion Center at Pentagon (Store No. 89).

23 The Debtor requests by this Motion a 90-day extension of (i) the Store Closing Sales and
24 (ii) the deadline to assume or reject nonresidential leases, which currently expires on or about
25 June 18, 2018.

26 **D. Unexpected Slow Progress of the Store Closing Sales**

27 Though the Store Closing Sales have progressed without complication, the sales have
28 consistently not met the projections prepared by the Liquidation Consultant at the commencement

1 of the case. These projections served as the basis upon which the Debtor projected the Store
2 Closing Sales' 16-week timeline. Through the week ending May 11, 2018, cumulative weekly
3 gross sales have equaled approximately 56% of budgeted sales for the same period. This has left
4 the Debtor with significantly more inventory than anticipated, and accordingly significantly
5 smaller payments to the Debtor's secured lender, Siena Lending Group, LLC ("Siena").
6 According to the Debtor's projections, the Debtor was expected to have approximately
7 \$1,960,023 in inventory through the week ending May 11, 2018, but actual inventory levels for
8 the same period totaled \$6,487,017. In addition, the aggregate balance of the loans owing to
9 Siena was expected to be approximately \$1,556,475 through the week ending May 11, 2018, but
10 the actual aggregate loan balance totaled \$4,622,512 for the same period.

11 **E. Treatment of Remaining Inventory and Balance Due to Siena Following**
12 **Conclusion of Store Closing Sales**

13 The Debtor, working with its financial advisor, projects that, given the current rate of
14 sales, upon conclusion of the Store Closing Sales in September, a certain amount of inventory
15 will remain unsold and a significant debt will remain outstanding to Siena. Specifically, the
16 Debtor projects that approximately \$1,500,000 in inventory will be unsold as of September 30,
17 2018, and the balance owed on Siena's secured loan will total approximately \$ 2,750,000.

18 Given the strong likelihood of substantial remaining inventory and a large balance left on
19 the Siena loan, the Debtor and Siena are currently in negotiations regarding the final disposition
20 of the remaining collateral, including a possible sale of those assets or article 9 foreclosure. The
21 Debtor and Siena have made significant progress in that regard and expect to memorialize an
22 arrangement.

23 **IV. REQUEST FOR EXTENSION OF TIME**

24 Pursuant to Bankruptcy Rule 9006(b), when a court order requires that an action be taken
25 at or within a specified period, the Court may enlarge such period if: (a) the request is made prior
26 to the expiration of such period; and (b) the movant has shown "cause" for such an enlargement
27 of time. Fed. R. Bankr. Proc. Rule 9006(b).

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1 In addition, section 365(d)(4)(B) provides that the Debtor may extend the 120-day period
2 to assume or reject unexpired leases of nonresidential real property for an additional 90 days for
3 cause. 11 U.S.C. § 365(d)(4)(B).

4 The Debtor submits that the unexpected slow progress of the Store Closing Sales and the
5 fact that such sales are the central component of this chapter 11 bankruptcy constitutes “cause” to
6 extend both the Store Closing Sales and the deadline to assume or reject unexpired leases an
7 additional 90 days to approximately September 14, 2018. Despite the slow progress encountered,
8 the Store Closing Sales have progressed and have provided the Debtor the ability to liquidate its
9 inventory and pay down its obligations owed to Siena. No matter what course the Debtor and
10 Siena agree upon as to the disposition of the chapter 11 case, the orderly liquidation of the
11 collateral through the Store Closing Sales remains a fundamental necessity. Cessation of the sales
12 and a deemed rejection of all the Debtor’s leases as of June 18, 2018 would essentially derail the
13 entire chapter 11 bankruptcy case, leaving the Debtor with over \$6 million in inventory without a
14 single location to house or sell such inventory—in addition to no corporate headquarters to
15 operate. Such a result would not only severely prejudice the Debtor, but the estate and all
16 creditors would similarly suffer as a result of the sudden termination, and inability to continue the
17 company’s liquidation. Allowing the Debtor to carry the sales and its leases an additional 90 days
18 will move the Debtor toward a successful disposition of this case and benefit all stakeholders.

19 **V. CONCLUSION**

20 Based on the foregoing, the Debtor respectfully requests that the Court enter an order:

21 (1) extending the time to assume or reject unexpired leases of nonresidential real property
22 for an additional 90 days to September 14, 2018;

23 (2) authorizing an extension of the term of the Store Closing Sales to, and including
24 September 14, 2018; and

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(3) such other and further relief as the Court deems just and proper.

May 18, 2018

GREENBERG GLUSKER FIELDS
CLAMAN & MACHTINGER LLP

By: /s/ Brian L. Davidoff

BRIAN L. DAVIDOFF
KEITH PATRICK BANNER
General Bankruptcy Counsel for Debtor
and Debtor in Possession

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

DECLARATION OF BRIAN LIPMAN

1
2 I, Brian Lipman, being fully sworn, hereby declare that the following is true to the best of
3 my knowledge, information and belief:

4 1. I am the sole manager and sole member of B&B Liquidating, LLC, f/k/a B&B
5 Bachrach, LLC, (the “Debtor” or the “Company”), the debtor and debtor in possession in the
6 above referenced Chapter 11, which commenced the within chapter 11 bankruptcy case by filing
7 a voluntary chapter 11 petition on February 16, 2018 (the “Petition Date”). Except as otherwise
8 indicated, all facts as set forth in this declaration are based upon my personal knowledge and if I
9 were called to testify, I would and could testify competently to the facts set forth in this
10 declaration.

11 2. Though the court approved inventory liquidation, “store closing” or similar themed
12 sales (the “Store Closing Sales”) have progressed without complication, the sales have
13 consistently not met the projections prepared by the Company’s joint liquidation consultants,
14 Great American Group, LLC and Tiger Capital Group, LLC (collectively, the “Liquidation
15 Consultant”) at the commencement of the case. These projections served as the basis upon which
16 the Company projected the Store Closing Sales’ 16-week timeline. Through the week ending
17 May 11, 2018, cumulative weekly gross sales have equaled approximately 56% of budgeted sales
18 for the same period. This has left the Company with significantly more inventory than
19 anticipated, and accordingly significantly smaller payments to the Debtor’s secured lender, Siena
20 Lending Group, LLC (“Siena”).

21 3. According to the Company’s projections, the Debtor was expected to have
22 approximately \$1,960,023 in inventory through the week ending May 11, 2018, but actual
23 inventory levels for the same period totaled \$6,487,017. In addition, the aggregate balance of the
24 loans owing to Siena was expected to be approximately \$1,556,475 through the week ending May
25 11, 2018, but the actual aggregate loan balance totaled \$4,622,512 for the same period.

26 4. By late April, the Company was wrapping up the Store Closing Sales at three
27 Closing Stores and therefore filed its *First Notice of Rejection of Unexpired Leases* [Docket No.
28

DECLARATION OF
BRIAN LIPMAN

1 145] (the “First Rejection Notice”) on April 27, 2018. As set forth in the First Rejection Notice,
2 the Company concluded the Store Closing Sales and vacated the following properties on May 8,
3 2018: (i) Great Lakes Crossing Outlets (Store No. 12); Opry Mills Mall (Store No. 21); and (ii)
4 Menlo Park Mall (Store No. 82). Also, on or about April 30, 2018, the Company vacated Store
5 No. 20 at the Fashion Outlets of Chicago, which the Company subleased from an affiliate. By
6 mid-May, the Company was able to conclude the Store Closing Sale at an additional location, the
7 Houston Galleria (Store No. 18), as reflected in the Debtor’s *Second Notice of Rejection of*
8 *Unexpired Leases* [Docket No. 159], which provided a lease rejection date of May 13, 2018.

9 5. The Company will be unable to conclude the Store Closing Sales of the nine (9)
10 remaining stores by the expiration of the 16-week Store Closing Sale period (i.e. June 8, 2018).
11 The Company currently anticipates that the following Store Closing Sales will be concluded
12 before the end of June 2018: (i) Stonebriar Center (Store No. 31); (ii) Southlake (Store No. 37);
13 (iii) Galleria Dallas (Store No. 76); and (iv) Woodfield (Store No. 79), though this period may be
14 extended. The Company further anticipates the following remaining Store Closing Sales will be
15 concluded by mid-September 2018: (i) Twelve Oaks Mall (Store No. 8); (ii) Fashion Mall at
16 Keystone (Store No. 16); (iii) Mayfair Mall (Store No. 25); (iv) Somerset Collection (Store No.
17 64) and (v) Fashion Center at Pentagon (Store No. 89).

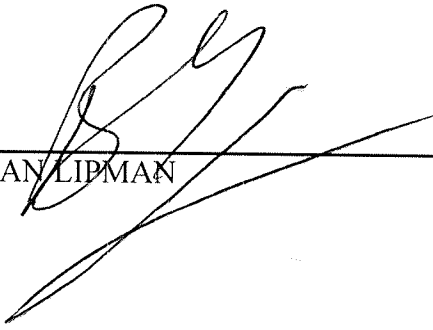
18 6. The Company, working with its financial advisor, projects that, given the current
19 rate of sales, upon conclusion of the Store Closing Sales in September, a certain amount of
20 inventory will remain unsold and a significant debt will remain outstanding to Siena.
21 Specifically, the Company projects that approximately \$1,500,000 in inventory will be unsold as
22 of September 30, 2018, and the balance owed on Siena’s secured loan will total approximately
23 \$2,750,000.

24 7. Given the strong likelihood of substantial remaining inventory and a large balance
25 left on the Siena loan, the Company and Siena are currently in negotiations regarding the final
26 disposition of the remaining collateral, including a possible sale of those assets or article 9
27 foreclosure. The Company and Siena have made significant progress in that regard and expect to
28 memorialize an arrangement.

DECLARATION OF
BRIAN LIPMAN

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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 Los Angeles, California on this 18th day of May, 2018.


A horizontal line is drawn across the page, and the name "BRIAN LIPMAN" is printed below it, centered under the signature.

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

DECLARATION OF
BRIAN LIPMAN

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*): **NOTICE OF MOTION AND MOTION FOR: (1) EXTENSION OF TIME IN WHICH TO ASSUME OR REJECT UNEXPIRED LEASES OF NONRESIDENTIAL REAL PROPERTY THROUGH SEPTEMBER 14, 2018; AND (2) EXTENSION OF TERM OF STORE CLOSING SALES THROUGH SEPTEMBER 14, 2018; DECLARATION OF BRIAN LIPMAN IN SUPPORT** 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*) May 18, 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*) _____, 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*) _____, 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.

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.

May 18, 2018
Date

Sherry Harper
Printed Name

/s/ Sherry Harper
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):

- Charla L Brown charla.brown@cpa.texas.gov
- 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
- Jeffrey W Dulberg jdulberg@pszjlaw.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.