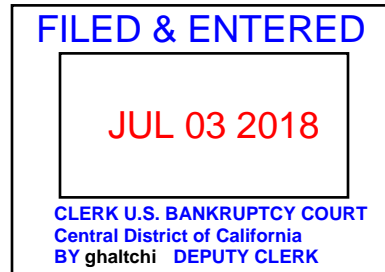


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7 Debtor and Debtor in Possession

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

GREENBERG GLUSKER FIELDS CLAMAN
& MACHTINGER LLP
1900 Avenue of the Stars, 21st Floor
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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 MOTION TO:

(1) APPROVE STIPULATION BETWEEN DEBTOR AND SIENA LENDING GROUP LLC REGARDING CARVE OUT ARRANGEMENT WITH NV CONSULTING SERVICES LLC; AND

(2) AMEND EMPLOYMENT TERMS OF DEBTOR'S FINANCIAL ADVISOR, NV CONSULTING SERVICES LLC TO INCLUDE CARVE OUT ARRANGEMENT

[NO HEARING REQUIRED]

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1 The Court having considered the *Motion to: (1) Approve Stipulation Between Debtor and*
2 *Siena Lending Group LLC Regarding Carve Out Arrangement with NV Consulting Services LLC;*
3 *and (2) Amend Employment Terms of Debtor’s Financial Advisor, NV Consulting Services LLC*
4 *to Include Carve Out Arrangement* [Docket No. 183] (the “Motion”)¹ filed by Debtor and Debtor
5 in Possession B&B Liquidating, LLC, f/k/a B&B Bachrach, LLC (the “Debtor”), together with
6 the *Stipulation Between the Debtor and Siena Lending Group, LLC Regarding Carve Out*
7 *Arrangement for Debtor’s Financial Advisor NV Consulting Services LLC* (the “Stipulation”)
8 attached to the Motion; 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 Motion having been
10 given under the circumstances pursuant to the Court’s *Order Granting Emergency Motion for*
11 *Order Limiting Scope of Notice* [Docket No. 44], which is incorporated herein by reference; no
12 timely response or request for hearing having been filed with respect to the Motion; and after due
13 deliberation and good cause appearing therefor,

14 IT IS ORDERED THAT:

- 15 1. The Motion is granted.
- 16 2. The Stipulation is approved.
- 17 3. The terms of the Debtor’s employment of financial advisor NV Consulting
18 Services LLC (“NV”), which was approved by the Court by order entered on May 23, 2018
19 [Docket No. 175], are amended as set forth in the Motion.
- 20 4. The Debtor is authorized to pay, and NV is authorized to deposit in its client trust
21 account the carve out agreed to by Siena Lending Group, LLC (“Siena”) pursuant to the
22 Stipulation (the “Carve Out”).
- 23 5. NV is authorized to be paid on a monthly basis from the NV Carve Out, in
24 accordance with the procedures set forth below:
 - 25 a. By the twentieth (20th) day of each month NV shall, in accordance with
26 the United States Trustee Guidelines, file with this Court a monthly fee statement (each, a
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28 ¹ Unless otherwise defined herein, capitalized terms have the meaning ascribed to them in the Application.

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1 “Monthly Fee Statement”) with respect to its fees for professional services rendered in this
2 case and for reimbursement for out-of-pocket expenses incurred on behalf of the Debtor.
3 NV will also serve copies of its Monthly Fee Statements on the Debtor, the Office of the
4 United States Trustee, and any entity filing a request for notice in this bankruptcy case.

5 b. All of the served parties will have fifteen (15) days to object to the
6 payment to NV. If, however, no written objection is received within the 15-day period,
7 NV shall be entitled to draw down from funds held in its trust account, and the Debtor
8 shall be authorized to pay, eighty percent (80%) of NV’s fees and one hundred percent
9 (100%) of NV’s expenses as set forth in the Monthly Fee Statements.

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

13 6. Nothing in this Order shall be construed as limiting NV’s compensation to only
14 the amounts payable under the NV Carve Out and NV is permitted seek approval of
15 compensation or reimbursement of expenses that exceed the NV Carve Out amounts which are
16 otherwise permitted under sections 330 and 331 of the Bankruptcy Code.

17 7. Any fees authorized to be paid hereunder are subject to the Court’s subsequent
18 approval of interim and/or final fee applications made pursuant to sections 330 and/or 331 of the
19 Bankruptcy Code.

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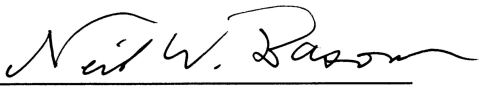
1 8. Failure to object to payment on account of any Monthly Fee Statements shall not
2 waive any party's rights to object to any of NV's requests for compensation and reimbursement
3 of expenses upon interim and/or final fee applications.

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Date: July 3, 2018



Neil W. Bason
United States Bankruptcy Judge