

Joshua A. Sussberg, P.C.
Christopher J. Marcus, P.C.
KIRKLAND & ELLIS LLP
KIRKLAND & ELLIS INTERNATIONAL LLP
601 Lexington Avenue
New York, New York 10022
Telephone: (212) 446-4800
Facsimile: (212) 446-4900

James H.M. Sprayregen, P.C.
Benjamin M. Rhode (*pro hac vice* pending)
KIRKLAND & ELLIS LLP
KIRKLAND & ELLIS INTERNATIONAL LLP
300 North LaSalle Street
Chicago, Illinois 60654
Telephone: (312) 862-2000
Facsimile: (312) 862-2200

Proposed Counsel to the Debtors and Debtors in Possession

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

)				
In re:)				Chapter 11
)				
BCBG MAX AZRIA GLOBAL HOLDINGS, LLC, <i>et al.</i> , ¹)				Case No. 17-10466 (___)
)				
Debtors.)				(Joint Administration Requested)
)				

**DEBTORS’ MOTION FOR ENTRY OF INTERIM AND
FINAL ORDERS (I) PROHIBITING UTILITY PROVIDERS FROM
ALTERING, REFUSING, OR DISCONTINUING UTILITY SERVICES,
(II) DETERMINING ADEQUATE ASSURANCE OF PAYMENT FOR FUTURE
UTILITY SERVICES, (III) ESTABLISHING PROCEDURES FOR DETERMINING
ADEQUATE ASSURANCE OF PAYMENT, AND (IV) GRANTING RELATED RELIEF**

BCBG Max Azria Global Holdings, LLC and its debtor affiliates, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “Debtors”),² respectfully state the following in support of this motion:

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, include: BCBG Max Azria Global Holdings, LLC (6857); BCBG Max Azria Group, LLC (5942); BCBG Max Azria Intermediate Holdings, LLC (3673); Max Rave, LLC (9200); and MLA Multibrand Holdings, LLC (3854). The location of the Debtors’ service address is: 2761 Fruitland Avenue, Vernon, California 90058.

² A detailed description of the Debtors and their businesses, and the facts and circumstances supporting this motion and the Debtors’ chapter 11 cases, are set forth in greater detail in the *Declaration of Holly Felder Etlin, Chief Restructuring Officer of BCBG Max Azria Global Holdings, LLC, (I) in Support of Chapter 11 Petitions and First Day Motions and (II) Pursuant to Local Bankruptcy Rule 1007-2* (the “First Day Declaration”), filed contemporaneously with the Debtors’ voluntary petitions for relief filed under chapter 11 of title 11 of the

Relief Requested

1. The Debtors seek entry of interim and final orders, substantially in the forms attached hereto as **Exhibit A** and **Exhibit B** (respectively, the “Interim Order” and “Final Order”): (a) prohibiting utility providers from altering, refusing, or discontinuing services; (b) determining adequate assurance of payment for future utility services; (c) establishing procedures for determining adequate assurance of payment for future utility services; and (d) granting related relief. In addition, the Debtors request that the Court (as defined herein) schedule a final hearing within approximately 25 days of the commencement of these chapter 11 cases to consider approval of this motion on a final basis.

Jurisdiction and Venue

2. The United States Bankruptcy Court for the Southern District of New York (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the Southern District of New York*, dated January 31, 2012. The Debtors confirm their consent, pursuant to rule 7008 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), to the entry of a final order by the Court in connection with this motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

3. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

4. The bases for the relief requested herein are sections 105(a) and 366 of the Bankruptcy Code, Bankruptcy Rules 6003 and 6004, and Rule 9013-1 of the Local Bankruptcy Rules for the Southern District of New York (the “Local Rules”).

United States Code, 11 U.S.C. §§ 101–1532 (the “Bankruptcy Code”), on February 28, 2017 (the “Petition Date”).

The Utility Services

5. In connection with the operation of their businesses, the Debtors obtain water, sewer service, electricity, waste disposal, natural gas, and other similar services (collectively, the “Utility Services”) from a number of utility providers or their brokers (collectively, the “Utility Providers”). A nonexclusive list of the Utility Providers and their affiliates that provide Utility Services to the Debtors as of the Petition Date (the Utility Providers List”) is attached hereto as **Exhibit C**.³ The relief requested herein is requested with respect to all Utility Companies providing Utility Services to the Debtors.

6. Preserving Utility Services on an uninterrupted basis is essential to the Debtors’ operations. The Debtors’ business includes 195 brick and mortar retail locations, as well as a showroom, warehouses, and corporate offices. These locations require electricity, telecommunications, internet, water, waste management (including sewer and trash), and other utility services to operate. Should any Utility Provider refuse or discontinue service, even for a brief period, the Debtors’ business operations would be severely disrupted, and such disruption would jeopardize the Debtors’ ability to administer their chapter 11 cases. Such disruption would adversely affect customer goodwill and employee relations, which, in turn, would negatively affect the Debtors’ revenues. Accordingly, it is essential that the Utility Services continue uninterrupted during the chapter 11 cases.

7. On average, the Debtors pay approximately \$850,000 each month for third-party Utility Services, calculated as a historical average payment for the twelve-month period ended December 31, 2016. Accordingly, the Debtors estimate that their cost for Utility Services during

³ Although **Exhibit C** is intended to be comprehensive, the Debtors may have inadvertently omitted one or more Utility Providers. By this motion, the Debtors request relief applicable to all Utility Providers, regardless of whether such Utility Provider is specifically identified on **Exhibit C**.

the next 30 days (not including any deposits to be paid) will be approximately \$850,000. The Debtors estimate the amount currently held as deposits or prepayments with respect to any Utility Provider is approximately \$320,000.

I. The Proposed Adequate Assurance and Adequate Assurance Procedures.

8. The Debtors intend to pay postpetition obligations to the Utility Providers in a timely manner. Cash held by the Debtors, cash generated in the ordinary course of business, and cash available to the Debtors, will provide sufficient liquidity to pay the Debtors' Utility Service obligations in accordance with their prepetition practice.

9. To provide additional assurance of payment, the Debtors propose to deposit into a segregated account \$298,421 (the "Adequate Assurance Deposit"), which represents an amount equal to approximately one half of the Debtors' average monthly cost of Utility Services, calculated based on the Debtors' average utility expenses over the twelve months ended December 31, 2016. The Adequate Assurance Deposit will be held in the segregated account at Bank of America, N.A. for the benefit of the Utility Providers (the "Adequate Assurance Account") and for the duration of these chapter 11 cases and may be applied to any postpetition defaults in payment to the Utility Companies. The Adequate Assurance Deposit will be held by the Debtors; no liens will encumber the Adequate Assurance Deposit or the Adequate Assurance Account. The Debtors submit that the Adequate Assurance Deposit, in conjunction with the Debtors' ability to pay for future utility services in accordance with their prepetition practices (collectively, the "Proposed Adequate Assurance"), constitutes sufficient adequate assurance to the Utility Companies in full satisfaction of section 366 of the Bankruptcy Code.

10. Nevertheless, if any entity believes that they are a Utility Provider and seeks to make a request for adequate assurance of future payment (each, an "Adequate Assurance

Request”), the Debtors request they do so pursuant to the following procedures (the “Adequate Assurance Procedures”):

- a. The Debtors will serve a copy of this motion and the order granting the relief requested herein to each Utility Provider within two business days after entry of the order by the Court.
- b. Subject to paragraphs (e)–(h) herein, the Debtors will deposit the Adequate Assurance Deposit, in the aggregate amount of \$298,421, in the Adequate Assurance Account within five business days after entry of the order granting this motion.
- c. If an amount relating to Utility Services provided postpetition by a Utility Provider is unpaid, and remains unpaid beyond any applicable grace period, such Utility Provider may request a disbursement from the Adequate Assurance Account by giving notice to: (i) the Debtors, BCBG Max Azria Global Holdings, LLC, 2761 Fruitland Avenue, Vernon, California 90058, Attn: Erica Alterwitz-Meierhans; (ii) proposed counsel to the Debtors, Kirkland & Ellis LLP, 300 North LaSalle Street, Chicago, Illinois 60654, Attn: Benjamin M. Rhode and John R. Luze; (iii) counsel to the agent under the Debtors’ proposed asset-based lending revolving debtor-in-possession credit facility and the Debtors’ prepetition asset-based lending revolving credit facility lenders, Morgan, Lewis & Bockius LLP, One Federal Street, Boston, Massachusetts 02110, Attn: Marc R. Leduc and Matthew F. Furlong; (iv) counsel to the administrative agent under the Debtors’ proposed debtor-in-possession term loan credit facility and the Debtors’ prepetition tranche B term loan lenders, Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, New York 10153, Attn: Matt Barr; (v) counsel to the Debtors’ prepetition tranche A term loan lenders, Curtis, Mallet-Prevost, Colt & Mosle LLP, 101 Park Avenue, New York, New York 10178-0061, Attn: Steven J. Reisman; (vi) counsel to the Debtors’ prepetition new tranche A term loan lenders, Winston & Strawn LLP, 200 Park Avenue, New York, New York 10166-4193, Attn: Jordan S. Traister; (vii) counsel to any statutory committee appointed in these cases; (viii) the Office of The United States Trustee, U.S. Federal Office Building, 201 Varick Street, Suite 1006, New York, New York 10014, Attn: Brian Masumoto, Esq.; and (ix) to the extent not listed herein, those parties requesting notice pursuant to Bankruptcy Rule 2002 (collectively, the “Notice Parties”). The Debtors shall honor such request within five business days after the date the request is received by the Debtors, subject to the ability of the Debtors and any such requesting Utility Provider to resolve any dispute regarding such request without further order of the Court. To the extent a Utility Provider receives a disbursement from the Adequate Assurance Account, the Debtors shall replenish the Adequate Assurance Account in the amount disbursed.

- d. The portion of the Adequate Assurance Deposit attributable to each Utility Provider will be returned to the Debtors on the earlier of (i) reconciliation and payment by the Debtors of the Utility Provider's final invoice in accordance with applicable nonbankruptcy law following the Debtors' termination of Utility Services from such Utility Provider and (ii) the effective date of any chapter 11 plan confirmed in these chapter 11 cases.
- e. Any Utility Provider desiring additional assurances of payment in the form of deposits, prepayments, or otherwise must serve a request for additional assurance (an "Additional Assurance Request") on the Notice Parties.
- f. Any Additional Assurance Request must: (i) be made in writing; (ii) identify the location for which Utility Services are provided; (iii) include information regarding any security deposits paid by the Debtors; (iv) provide evidence that the Debtors have a direct obligation to the Utility Provider; and (v) explain why the Utility Provider believes the Proposed Adequate Assurance is not sufficient adequate assurance of future payment.
- g. An Additional Assurance Request may be made at any time. If a Utility Provider fails to file and serve an Additional Assurance Request, the Utility Provider shall be (i) deemed to have received "satisfactory" adequate assurance of payment in compliance with section 366 of the Bankruptcy Code and (ii) forbidden from discontinuing, altering, or refusing Utility Services to, or discriminating against, the Debtors on account of any unpaid prepetition charges, or requiring additional assurance of payment other than the Proposed Adequate Assurance.
- h. Upon the Debtors' receipt of an Adequate Assurance Request, the Debtors shall have 21 days from the receipt of the Adequate Assurance Request (the "Resolution Period") to negotiate with the Utility Provider to resolve the Utility Provider's Adequate Assurance Request.
- i. Without further order of the Court, the Debtors may enter into agreements granting additional adequate assurance to a Utility Provider serving an Additional Assurance Request if the Debtors, in consultation with the DIP Term Loan Agent, determine that the Additional Assurance Request is reasonable.
- j. If the Debtors determine, in their sole discretion, that the Additional Assurance Request is not reasonable and the Debtors are unable to reach an alternative resolution with the Utility Provider, the Debtors, during or immediately after the Resolution Period, may request a hearing (a "Determination Hearing") before the Court to determine the adequacy of assurance of payment with respect to that Utility Provider pursuant to section 366(c)(3) of the Bankruptcy Code.

- k. Pending resolution of such dispute at a Determination Hearing, the relevant Utility Provider will be prohibited from altering, refusing, or discontinuing service to the Debtors on account of: (i) unpaid charges for prepetition services; (ii) a pending Adequate Assurance Request; or (iii) any objections filed in response to the Proposed Adequate Assurance.
- l. The Adequate Assurance Deposit deposited into the Adequate Assurance Account on behalf of any Utility Provider (including any additional amount deposited upon request of any applicable Utility Provider) will be returned to the Debtors, less any amounts owed on account of unpaid, postpetition Utility Services, by no later than five business days following the earlier of the date upon which (i) a chapter 11 plan becomes effective after being confirmed in these chapter 11 cases or (ii) the Debtors provide notice to a Utility Provider that services provided to the Debtors by such Utility Provider no longer will be needed.

11. The Adequate Assurance Procedures set forth a streamlined process for Utility Providers to address potential concerns with respect to the Proposed Adequate Assurance, while allowing the Debtors to administer their chapter 11 estates uninterrupted. More specifically, the Adequate Assurance Procedures permit a Utility Provider to object to the Proposed Adequate Assurance by serving an Adequate Assurance Request upon certain notice parties. The Debtors, in their discretion, may then resolve any Adequate Assurance Request by mutual agreement with the Utility Provider and without further order of the Court. If the Adequate Assurance Request cannot be resolved by mutual agreement, the Debtors may seek Court resolution of the Adequate Assurance Request.

12. Absent compliance with the Adequate Assurance Procedures, the Debtors request that the Utility Providers, including subsequently added Utility Providers, be forbidden from altering, refusing, or discontinuing service or requiring additional assurance of payment other than the Proposed Adequate Assurance, pending entry of a final order approving the relief requested herein.

II. Subsequently Identified Utility Providers.

13. To the extent the Debtors identify new Utility Providers, the Debtors will serve such Utility Provider a copy of the Court's order regarding Utility Services, including the Adequate Assurance Procedures. The Debtors request that the terms of that order and the Adequate Assurance Procedures apply to any subsequently identified Utility Provider.

Basis for Relief

14. Section 366 of the Bankruptcy Code protects a debtor against the immediate termination or alteration of utility services after the Petition Date. *See* 11 U.S.C. § 366. Section 366(c) requires the debtor to provide “adequate assurance” of payment for postpetition services in a form “satisfactory” to the utility provider within thirty days of the Petition Date, or the utility provider may alter, refuse, or discontinue service. 11 U.S.C. § 366(c)(2). Section 366(c)(1) enumerates what constitutes “assurance of payment.” 11 U.S.C. § 366(c)(1). Although assurance of payment must be “adequate,” it need not constitute an absolute guarantee of the debtors' ability to pay. *See, e.g., In re Great Atl. & Pac. Tea Co.*, No. 11-CV-1338, 2011 WL 5546954, at *5 (Bankr. S.D.N.Y. Nov. 14, 2011) (finding that “[c]ourts will approve an amount that is adequate enough to insure against unreasonable risk of nonpayment, but are not required to give the equivalent of a guaranty of payment in full”); *In re Caldor, Inc.*, 199 B.R. 1, 3 (S.D.N.Y. 1996), *aff'd sub nom., Va. Elec. & Power Co. v. Caldor, Inc.*, 117 F.3d 646 (2d Cir. 1997) (“Section 366(b) requires . . . ‘adequate assurance’ of payment. The statute does not require an absolute guarantee of payment.”) (citation omitted).

15. When considering whether a given assurance of payment is “adequate,” the Court should examine the totality of the circumstances to make an informed decision as to whether the Utility Provider will be subject to an unreasonable risk of nonpayment. *See Mass. Elec. Co. v. Keydata Corp. (In re Keydata Corp.)*, 12 B.R. 156, 158 (B.A.P. 1st Cir. 1981) (citing *In re*

Cunha, 1 B.R. 330 (Bankr. E.D. Va. 1979)); *In re Adelpia Bus. Solutions, Inc.*, 280 B.R. 63, 82–83 (Bankr. S.D.N.Y. 2002). Courts have recognized that, in determining the requisite level of adequate assurance, “a bankruptcy court must focus upon the need of the utility for assurance, and . . . require that the debtor supply no more than that, since the debtor almost perforce has a conflicting need to conserve scarce financial resources.” *Va. Elec. & Power Co.*, 117 F.3d at 650 (internal quotations omitted) (citing *In re Penn Jersey Corp.*, 72 B.R. 981, 985 (Bankr. E.D. Pa. 1987)); *see also Great Atl. & Pac.*, 2011 WL 5546954, at *5–6 (holding that no additional adequate assurance deposit was necessary where such deposit would impose an unreasonable burden on reorganizing debtors). Accordingly, demands by a Utility Provider for a guarantee of payment should be refused when the Debtors’ specific circumstances already afford adequate assurance of payment.

16. Here, the Utility Providers are adequately assured against any risk of nonpayment for future services. The Adequate Assurance Deposit and the Debtors’ ongoing ability to meet obligations as they come due in the ordinary course provides assurance of the Debtors’ payment of their future obligations. Moreover, termination of the Utility Services could result in the Debtors’ inability to operate their businesses to the detriment of all stakeholders. *Cf. In re Monroe Well Serv., Inc.*, 83 B.R. 317, 321–22 (Bankr. E.D. Pa. 1988) (noting that without utility service, the debtors “would have to cease operations” and that section 366 of the Bankruptcy Code “was intended to limit the leverage held by utility companies, not increase it”).

17. Courts are permitted to fashion reasonable procedures, such as the Adequate Assurance Procedures proposed herein, to implement the protections afforded under section 366 of the Bankruptcy Code. *See, e.g., In re Circuit City Stores Inc.*, No. 08-35653, 2009 WL 484553, at *5 (Bankr. E.D. Va. Jan. 14, 2009) (“The plain language of § 366 of the

Bankruptcy Code allows the court to adopt the Procedures set forth in the Utility Order.”) Such procedures are important because, without them, the Debtors “could be forced to address numerous requests by utility companies in an unorganized manner at a critical period in their efforts to reorganize.” *Id.* Here, notwithstanding a determination that the Debtors’ Proposed Adequate Assurance constitutes sufficient adequate assurance, any rights the Utility Providers believe they have under sections 366(b) and 366(c)(2) of the Bankruptcy Code are wholly preserved under the Adequate Assurance Procedures. *See id.* at *5–6. The Utility Providers still may choose, in accordance with the Adequate Assurance Procedures, to request modification of the Proposed Adequate Assurance. *See id.* at *5. The Adequate Assurance Procedures, however, avoid a disorganized process whereby each Utility Provider could make a last-minute demand for adequate assurance that would force the Debtors to pay under the threat of losing critical Utility Services. *See id.* at *5.

18. Because the Adequate Assurance Procedures are reasonable and in accord with the purposes of section 366 of the Bankruptcy Code, the Court should grant the relief requested herein. Similar procedures have been approved by courts in this district. *See, e.g., In re Breitburn Energy Partners LP*, No. 16-11390 (SMB) (Bankr. S.D.N.Y. June 16, 2016) (approving payment equal to two weeks of utility service into segregated interest bearing account as adequate assurance to utility providers); *In re Aéropostale, Inc.*, No. 16-11275 (SHL) (Bankr. S.D.N.Y. May 24, 2016) (same); *In re Fairway Grp. Holdings Corp.*, No. 16-11241 (MEW) (Bankr. S.D.N.Y. June 1, 2016) (same); *In re Gawker Media LLC*, No. 16-11700 (SMB) (Bankr. S.D.N.Y. July 13, 2016) (same); *In re Sabine Oil & Gas Corp.*, No. 15-11835 (SCC) (Bankr. S.D.N.Y. Aug. 10, 2015) (same).⁴

⁴ Because of the voluminous nature of the orders cited herein, such orders have not been attached to this motion. Copies of these orders are available upon request of the Debtors’ proposed counsel.

19. Further, the Court possesses the power, under section 105(a) of the Bankruptcy Code, to “issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title.” 11 U.S.C. § 105(a). The Adequate Assurance Procedures and the Proposed Adequate Assurance are necessary and appropriate to carry out the provisions of the Bankruptcy Code, particularly section 366. Accordingly, the Court should exercise its powers under sections 366 and 105(a) of the Bankruptcy Code and approve both the Adequate Assurance Procedures and the Proposed Adequate Assurance.

The Requirements of Bankruptcy Rule 6003 Are Satisfied

20. Bankruptcy Rule 6003 empowers a court to grant relief within the first 21 days after the Petition Date “to the extent that relief is necessary to avoid immediate and irreparable harm.” For the reasons discussed above, preventing the interruption of Utility Services and granting the other relief requested herein is integral to the Debtors’ ability to transition their operations into these chapter 11 cases. Failure to receive such authorization and other relief during the first 21 days of these chapter 11 cases would severely disrupt the Debtors’ ability to administer their estates at this critical juncture. For the reasons discussed herein, the relief requested is necessary in order for the Debtors to preserve and maximize the value of the Debtors’ estates for the benefit of all stakeholders. Accordingly, the Debtors submit that they have satisfied the “immediate and irreparable harm” standard of Bankruptcy Rule 6003 to support granting the relief requested herein.

21. Bankruptcy Rule 6003 empowers a court to grant relief within the first 21 days after the Petition Date “to the extent that relief is necessary to avoid immediate and irreparable harm.” For the reasons discussed above, authorizing the Debtors to continue insurance coverage and granting the other relief requested herein is essential to the Debtors’ ability to transition their

operations into these chapter 11 cases and maintain the value of their estates postpetition. Failure to receive such authorization and other relief during the first 21 days of these chapter 11 cases would severely disrupt the Debtors' ability to maintain their estates at this critical juncture. Accordingly, the Debtors submit that they have satisfied the "immediate and irreparable harm" standard of Bankruptcy Rule 6003 to support granting the relief requested herein.

Reservation of Rights

22. Nothing contained in this motion or any actions taken by the Debtors pursuant to relief granted in the Interim Order and Final Order is intended or should be construed as: (a) an admission as to the validity of any particular claim against a Debtor entity; (b) a waiver of the Debtors' rights to dispute any particular claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication or admission that any particular claim is of a type specified or defined in this motion; (e) a request or authorization to assume any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) a waiver or limitation of the Debtors' rights under the Bankruptcy Code or any other applicable law; or (g) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) satisfied pursuant to this motion are valid, and the Debtors expressly reserve their rights to contest the extent, validity, or perfection or seek avoidance of all such liens. If the Court grants the relief sought herein, any payment made pursuant to the Court's order is not intended and should not be construed as an admission as to the validity of any particular claim or a waiver of the Debtors' rights to subsequently dispute such claim.

Motion Practice

23. This motion includes citations to the applicable rules and statutory authorities upon which the relief requested herein is predicated and a discussion of their application to this motion. Accordingly, the Debtors submit that this motion satisfies Local Rule 9013-1(a).

Waiver of Bankruptcy Rule 6004(a) and 6004(h)

24. To implement the foregoing successfully, the Debtors request that the Court enter an order providing that notice of the relief requested herein satisfies Bankruptcy Rule 6004(a) and that the Debtors have established cause to exclude such relief from the 14-day stay period under Bankruptcy Rule 6004(h).

Notice

25. The Debtors will provide notice of this motion to: (a) the Office of the United States Trustee for the Southern District of New York; (b) the holders of the 50 largest unsecured claims against the Debtors (on a consolidated basis); (c) counsel to the agent under the Debtors' proposed asset-based lending revolving debtor-in-possession credit facility and the Debtors' prepetition asset-based lending revolving credit facility lenders; (d) counsel to the administrative agent under the Debtors' proposed debtor-in-possession term loan credit facility and the Debtors' prepetition tranche B term loan lenders; (e) counsel to the Debtors' prepetition tranche A term loan lenders; (f) counsel to the Debtors' prepetition new tranche A term loan lenders; (g) holders of BCBG Max Azria Global Holdings, LLC common units; (h) holders of BCBG Max Azria Global Holdings, LLC preferred units; (i) the United States Attorney's Office for the Southern District of New York; (j) the Internal Revenue Service; (k) the Environmental Protection Agency; (l) the office of the attorneys general for the states in which the Debtors operate; (m) the Securities and Exchange Commission; (n) the Utility Providers; and (o) any party that has requested notice pursuant to Bankruptcy Rule 2002. The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

No Prior Request

26. No prior request for the relief sought in this motion has been made to this or any other court.

WHEREFORE, the Debtors respectfully request that the Court enter the Interim Order and Final Order granting the relief requested herein and such other relief as the Court deems appropriate under the circumstances.

Dated: March 1, 2017

/s/ Joshua A. Sussberg

Joshua A. Sussberg, P.C.

Christopher J. Marcus, P.C.

KIRKLAND & ELLIS LLP

KIRKLAND & ELLIS INTERNATIONAL LLP

601 Lexington Avenue

New York, New York 10022

Telephone: (212) 446-4800

Facsimile: (212) 446-4900

- and -

James H.M. Sprayregen, P.C.

Benjamin M. Rhode (*pro hac vice* pending)

KIRKLAND & ELLIS LLP

KIRKLAND & ELLIS INTERNATIONAL LLP

300 North LaSalle Street

Chicago, Illinois 60654

Telephone: (312) 862-2000

Facsimile: (312) 862-2200

Proposed Counsel to the Debtors and Debtors in Possession

EXHIBIT A

Proposed Interim Order

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:)	Chapter 11
)	
BCBG MAX AZRIA GLOBAL HOLDINGS, LLC, <i>et al.</i> , ¹)	Case No. 17-10466 (___)
)	
Debtors.)	(Joint Administration Requested)
)	

**INTERIM ORDER (I) PROHIBITING UTILITY PROVIDERS FROM
ALTERING, REFUSING, OR DISCONTINUING UTILITY SERVICES,
(II) DETERMINING ADEQUATE ASSURANCE OF PAYMENT FOR FUTURE
UTILITY SERVICES, (III) ESTABLISHING PROCEDURES FOR DETERMINING
ADEQUATE ASSURANCE OF PAYMENT, AND (IV) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of an interim order (this “Interim Order”):

(a) prohibiting Utility Providers from altering, refusing, or discontinuing services;

(b) determining adequate assurance of payment for future Utility Services; (c) establishing procedures for determining adequate assurance of payment for future Utility Services;

(d) granting related relief; and (e) scheduling a final hearing to consider approval of the Motion on a final basis, all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the Southern District of New York*, dated January 31, 2012; and that this Court may enter a final order

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, include: BCBG Max Azria Global Holdings, LLC (6857); BCBG Max Azria Group, LLC (5942); BCBG Max Azria Intermediate Holdings, LLC (3673); Max Rave, LLC (9200); and MLA Multibrand Holdings, LLC (3854). The location of the Debtors’ service address is: 2761 Fruitland Avenue, Vernon, California 90058.

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion.

consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Motion is granted on an interim basis as set forth herein.
2. The final hearing (the "Final Hearing") on the Motion shall be held on _____, 2017, at __:__ .m., prevailing Eastern Time. Any objections or responses to entry of a final order on the Motion shall be filed on or before 4:00 p.m., prevailing Eastern Time, on _____, 2017, and shall be served on: (a) the Debtors, BCBG Max Azria Global Holdings, LLC, 2761 Fruitland Avenue, Vernon, California 90058, Attn: Erica Alterwitz-Meierhans; (b) proposed counsel to the Debtors, Kirkland & Ellis LLP, 300 North LaSalle Street, Chicago, Illinois 60654, Attn: Benjamin M. Rhode and John R. Luze; (c) counsel to the agent under the Debtors' proposed asset-based lending revolving debtor-in-possession credit facility and the Debtors' prepetition asset-based lending revolving credit facility lenders, Morgan, Lewis & Bockius LLP, One Federal Street, Boston, Massachusetts 02110, Attn: Marc R. Leduc and Matthew F. Furlong; (d) counsel to the administrative agent under the Debtors' proposed debtor-in-possession term loan credit facility and the Debtors' prepetition tranche B term loan lenders,

Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, New York 10153, Attn: Matt Barr; (e) counsel to the Debtors' prepetition tranche A term loan lenders, Curtis, Mallet-Prevost, Colt & Mosle LLP, 101 Park Avenue, New York, New York 10178-0061, Attn: Steven J. Reisman; (f) counsel to the Debtors' prepetition new tranche A term loan lenders, Winston & Strawn LLP, 200 Park Avenue, New York, New York 10166-4193, Attn: Jordan S. Traister; (g) counsel to any statutory committee appointed in these cases; and (h) the Office of The United States Trustee, U.S. Federal Office Building, 201 Varick Street, Suite 1006, New York, New York 10014, Attn: Brian Masumoto, Esq. In the event no objections to entry of a final order on the Motion are timely received, this Court may enter such final order without need for the Final Hearing.

3. The following Adequate Assurance Procedures are hereby approved on an interim basis:

- a. The Debtors will serve a copy of the Motion and the order granting the relief requested therein to each Utility Provider within two business days after entry of the order by the Court.
- b. Subject to paragraphs (e)–(h) herein, the Debtors will deposit the Adequate Assurance Deposit, in the aggregate amount of \$298,421, in the Adequate Assurance Account within five business days after entry of the order granting this motion.
- c. If an amount relating to Utility Services provided postpetition by a Utility Provider is unpaid, and remains unpaid beyond any applicable grace period, such Utility Provider may request a disbursement from the Adequate Assurance Account by giving notice to: (i) the Debtors, BCBG Max Azria Global Holdings, LLC, 2761 Fruitland Avenue, Vernon, California 90058, Attn: Erica Alterwitz-Meierhans; (ii) proposed counsel to the Debtors, Kirkland & Ellis LLP, 300 North LaSalle Street, Chicago, Illinois 60654, Attn: Benjamin M. Rhode and John R. Luze; (iii) counsel to the agent under the Debtors' proposed asset-based lending revolving debtor-in-possession credit facility and the Debtors' prepetition asset-based lending revolving credit facility lenders, Morgan, Lewis & Bockius LLP, One Federal Street, Boston, Massachusetts 02110, Attn: Marc R. Leduc and Matthew F. Furlong; (iv) counsel to the administrative agent under the Debtors' proposed debtor-in-possession

term loan credit facility and the Debtors' prepetition tranche B term loan lenders, Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, New York 10153, Attn: Matt Barr; (v) counsel to the Debtors' prepetition tranche A term loan lenders, Curtis, Mallet-Prevost, Colt & Mosle LLP, 101 Park Avenue, New York, New York 10178-0061, Attn: Steven J. Reisman; (vi) counsel to the Debtors' prepetition new tranche A term loan lenders, Winston & Strawn LLP, 200 Park Avenue, New York, New York 10166-4193, Attn: Jordan S. Traister; (vii) counsel to any statutory committee appointed in these cases; (viii) the Office of The United States Trustee, U.S. Federal Office Building, 201 Varick Street, Suite 1006, New York, New York 10014, Attn: Brian Masumoto, Esq.; and (ix) to the extent not listed herein, those parties requesting notice pursuant to Bankruptcy Rule 2002 (collectively, the "Notice Parties"). The Debtors shall honor such request within five business days after the date the request is received by the Debtors, subject to the ability of the Debtors and any such requesting Utility Provider to resolve any dispute regarding such request without further order of the Court. To the extent a Utility Provider receives a disbursement from the Adequate Assurance Account, the Debtors shall replenish the Adequate Assurance Account in the amount disbursed.

- d. The portion of the Adequate Assurance Deposit attributable to each Utility Provider shall be returned to the Debtors on the earlier of (i) reconciliation and payment by the Debtors of the Utility Provider's final invoice in accordance with applicable nonbankruptcy law following the Debtors' termination of Utility Services from such Utility Provider and (ii) the effective date of any chapter 11 plan confirmed in these chapter 11 cases.
- e. Any Utility Provider desiring additional assurances of payment in the form of deposits, prepayments, or otherwise must serve a request for additional assurance (an "Additional Assurance Request") on the Notice Parties.
- f. Any Additional Assurance Request must: (i) be made in writing; (ii) identify the location for which Utility Services are provided; (iii) include information regarding any security deposits paid by the Debtors; (iv) provide evidence that the Debtors have a direct obligation to the Utility Provider; and (v) explain why the Utility Provider believes the Proposed Adequate Assurance is not sufficient adequate assurance of future payment.
- g. Any Additional Assurance Request may be made at any time. If a Utility Provider fails to file and serve an Additional Assurance Request, the Utility Provider shall be (i) deemed to have received "satisfactory" adequate assurance of payment in compliance with section 366 of the Bankruptcy Code and (ii) forbidden from discontinuing, altering, or refusing Utility Services to, or discriminating against, the Debtors on

account of any unpaid prepetition charges, or requiring additional assurance of payment other than the Proposed Adequate Assurance.

- h. Upon the Debtors' receipt of an Adequate Assurance Request, the Debtors shall have 21 days from the receipt of the Adequate Assurance Request (the "Resolution Period") to negotiate with the Utility Provider to resolve the Utility Provider's Adequate Assurance Request.
- i. Without further order of the Court, the Debtors may enter into agreements granting additional adequate assurance to a Utility Provider serving an Additional Assurance Request if the Debtors, in consultation with the DIP Term Loan Agent, determine that the Additional Assurance Request is reasonable.
- j. If the Debtors determine, in their sole discretion, that the Additional Assurance Request is not reasonable and the Debtors are unable to reach an alternative resolution with the Utility Provider, the Debtors, during or immediately after the Resolution Period, may request a hearing (a "Determination Hearing") before the Court to determine the adequacy of assurance of payment with respect to that Utility Provider pursuant to section 366(c)(3) of the Bankruptcy Code.
- k. Pending resolution of such dispute at a Determination Hearing, the relevant Utility Provider shall be prohibited from altering, refusing, or discontinuing service to the Debtors on account of: (i) unpaid charges for prepetition services; (ii) a pending Adequate Assurance Request; or (iii) any objections filed in response to the Proposed Adequate Assurance.
- l. The Adequate Assurance Deposit deposited into the Adequate Assurance Account on behalf of any Utility Provider (including any additional amount deposited upon request of any applicable Utility Provider) shall be returned to the Debtors, less any amounts owed on account of unpaid, postpetition Utility Services, by no later than five business days following the earlier of the date upon which (i) a chapter 11 plan becomes effective after being confirmed in these chapter 11 cases or (ii) the Debtors provide notice to a Utility Provider that services provided to the Debtors by such Utility Provider no longer will be needed.

4. The Utility Providers are prohibited from requiring additional adequate assurance of payment other than pursuant to the Adequate Assurance Procedures.

5. The Debtors will cause a copy of this Interim Order, including the Adequate Assurance Procedures, to be served on any subsequently identified Utility Provider and any such Utility Provider shall be bound by the Adequate Assurance Procedures.

6. Notwithstanding the relief granted in this Interim Order and any actions taken pursuant to such relief, nothing in this Interim Order shall be deemed: (a) an admission as to the validity of any prepetition claim against a Debtor entity; (b) a waiver of the Debtors' right to dispute any prepetition claim on any grounds; (c) a promise or requirement to pay any prepetition claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Interim Order or the Motion; (e) a request or authorization to assume any prepetition agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) a waiver or limitation of the Debtors' rights or the rights of any other Person under the Bankruptcy Code or any other applicable law; or (g) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) satisfied pursuant to the Motion are valid, and the Debtors expressly reserve their rights to contest the extent, validity, or perfection or seek avoidance of all such liens.

7. The contents of the Motion satisfy the requirements of Bankruptcy Rule 6003(b).

8. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

9. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Interim Order are immediately effective and enforceable upon its entry.

10. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Interim Order in accordance with the Motion.

11. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Interim Order.

New York, New York

Dated: _____, 2017

UNITED STATES BANKRUPTCY JUDGE

EXHIBIT B

Proposed Final Order

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:)	
)	Chapter 11
)	
BCBG MAX AZRIA GLOBAL HOLDINGS, LLC, <i>et al.</i> , ¹)	Case No. 17-10466 (___)
)	
Debtors.)	(Joint Administration Requested)
)	

**FINAL ORDER (I) PROHIBITING UTILITY PROVIDERS FROM
ALTERING, REFUSING, OR DISCONTINUING UTILITY SERVICES,
(II) DETERMINING ADEQUATE ASSURANCE OF PAYMENT FOR FUTURE
UTILITY SERVICES, (III) ESTABLISHING PROCEDURES FOR DETERMINING
ADEQUATE ASSURANCE OF PAYMENT, AND (IV) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of a final order (this “Final Order”):

(a) prohibiting Utility Providers from altering, refusing, or discontinuing services;

(b) determining adequate assurance of payment for future Utility Services; (c) establishing procedures for determining adequate assurance of payment for future Utility Services; and

(d) granting related relief; all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the Southern District of New York*, dated January 31, 2012; and that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, include: BCBG Max Azria Global Holdings, LLC (6857); BCBG Max Azria Group, LLC (5942); BCBG Max Azria Intermediate Holdings, LLC (3673); Max Rave, LLC (9200); and MLA Multibrand Holdings, LLC (3854). The location of the Debtors’ service address is: 2761 Fruitland Avenue, Vernon, California 90058.

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion.

found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Motion is granted on a final basis as set forth herein.
2. The Debtors shall serve a copy of this Final Order on any Utility Provider identified prior to the entry of this Final Order no later than three business days after the date this Final Order is entered.
3. All Utility Providers are prohibited from altering, refusing, or discontinuing services on account of any unpaid prepetition charges, the commencement of these chapter 11 cases, or any perceived inadequacy of the Proposed Adequate Assurance.
4. The following Adequate Assurance Procedures are hereby approved on a final basis:
 - a. The Debtors will serve a copy of the Motion and the order granting the relief requested therein to each Utility Provider within two business days after entry of the order by the Court.
 - b. Subject to paragraphs (e)–(h) herein, the Debtors will deposit the Adequate Assurance Deposit, in the aggregate amount of \$298,421, in the Adequate Assurance Account within five business days after entry of the order granting this motion.
 - c. If an amount relating to Utility Services provided postpetition by a Utility Provider is unpaid, and remains unpaid beyond any applicable grace

period, such Utility Provider may request a disbursement from the Adequate Assurance Account by giving notice to: (i) the Debtors, BCBG Max Azria Global Holdings, LLC, 2761 Fruitland Avenue, Vernon, California 90058, Attn: Erica Alterwitz-Meierhans; (ii) proposed counsel to the Debtors, Kirkland & Ellis LLP, 300 North LaSalle Street, Chicago, Illinois 60654, Attn: Benjamin M. Rhode and John R. Luze; (iii) counsel to the agent under the Debtors' proposed asset-based lending revolving debtor-in-possession credit facility and the Debtors' prepetition asset-based lending revolving credit facility lenders, Morgan, Lewis & Bockius LLP, One Federal Street, Boston, Massachusetts 02110, Attn: Marc R. Leduc and Matthew F. Furlong; (iv) counsel to the administrative agent under the Debtors' proposed debtor-in-possession term loan credit facility and the Debtors' prepetition tranche B term loan lenders, Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, New York 10153, Attn: Matt Barr; (v) counsel to the Debtors' prepetition tranche A term loan lenders, Curtis, Mallet-Prevost, Colt & Mosle LLP, 101 Park Avenue, New York, New York 10178-0061, Attn: Steven J. Reisman; (vi) counsel to the Debtors' prepetition new tranche A term loan lenders, Winston & Strawn LLP, 200 Park Avenue, New York, New York 10166-4193, Attn: Jordan S. Traister; (vii) counsel to any statutory committee appointed in these cases; (viii) the Office of The United States Trustee, U.S. Federal Office Building, 201 Varick Street, Suite 1006, New York, New York 10014, Attn: Brian Masumoto, Esq.; and (ix) to the extent not listed herein, those parties requesting notice pursuant to Bankruptcy Rule 2002 (collectively, the "Notice Parties"). The Debtors shall honor such request within five business days after the date the request is received by the Debtors, subject to the ability of the Debtors and any such requesting Utility Provider to resolve any dispute regarding such request without further order of the Court. To the extent a Utility Provider receives a disbursement from the Adequate Assurance Account, the Debtors shall replenish the Adequate Assurance Account in the amount disbursed.

- d. The portion of the Adequate Assurance Deposit attributable to each Utility Provider shall be returned to the Debtors on the earlier of (i) reconciliation and payment by the Debtors of the Utility Provider's final invoice in accordance with applicable nonbankruptcy law following the Debtors' termination of Utility Services from such Utility Provider and (ii) the effective date of any chapter 11 plan confirmed in these chapter 11 cases.
- e. Any Utility Provider desiring additional assurances of payment in the form of deposits, prepayments, or otherwise must serve a request for additional assurance (an "Additional Assurance Request") on the Notice Parties.
- f. Any Additional Assurance Request must: (i) be made in writing; (ii) identify the location for which Utility Services are provided; (iii) include information regarding any security deposits paid by the

Debtors; (iv) provide evidence that the Debtors have a direct obligation to the Utility Provider; and (v) explain why the Utility Provider believes the Proposed Adequate Assurance is not sufficient adequate assurance of future payment.

- g. Any Additional Assurance Request may be made at any time. If a Utility Provider fails to file and serve an Additional Assurance Request, the Utility Provider shall be (i) deemed to have received “satisfactory” adequate assurance of payment in compliance with section 366 of the Bankruptcy Code and (ii) forbidden from discontinuing, altering, or refusing Utility Services to, or discriminating against, the Debtors on account of any unpaid prepetition charges, or requiring additional assurance of payment other than the Proposed Adequate Assurance.
- h. Upon the Debtors’ receipt of an Adequate Assurance Request, the Debtors shall have 21 days from the receipt of the Adequate Assurance Request (the “Resolution Period”) to negotiate with the Utility Provider to resolve the Utility Provider’s Adequate Assurance Request.
- a. Without further order of the Court, the Debtors may enter into agreements granting additional adequate assurance to a Utility Provider serving an Additional Assurance Request if the Debtors, in consultation with the DIP Term Loan Agent, determine that the Additional Assurance Request is reasonable.
- i. If the Debtors determine, in their sole discretion, that the Additional Assurance Request is not reasonable and the Debtors are unable to reach an alternative resolution with the Utility Provider, the Debtors, during or immediately after the Resolution Period, may request a hearing (a “Determination Hearing”) before the Court to determine the adequacy of assurance of payment with respect to that Utility Provider pursuant to section 366(c)(3) of the Bankruptcy Code.
- j. Pending resolution of such dispute at a Determination Hearing, the relevant Utility Provider shall be prohibited from altering, refusing, or discontinuing service to the Debtors on account of: (i) unpaid charges for prepetition services; (ii) a pending Adequate Assurance Request; or (iii) any objections filed in response to the Proposed Adequate Assurance.
- k. The Adequate Assurance Deposit deposited into the Adequate Assurance Account on behalf of any Utility Provider (including any additional amount deposited upon request of any applicable Utility Provider) shall be returned to the Debtors, less any amounts owed on account of unpaid, postpetition Utility Services, by no later than five business days following the earlier of the date upon which (i) a chapter 11 plan becomes effective after being confirmed in these chapter 11 cases or (ii) the Debtors provide notice to a Utility Provider that services provided to the Debtors by such

Utility Provider no longer will be needed. The Utility Providers are prohibited from requiring additional adequate assurance of payment other than pursuant to the Adequate Assurance Procedures.

5. The Debtors will cause a copy of this Final Order, including the Adequate Assurance Procedures, to be served on any subsequently identified Utility Provider and any such Utility Provider shall be bound by the Adequate Assurance Procedure.

6. Notwithstanding the relief granted in this Final Order and any actions taken pursuant to such relief, nothing in this Final Order shall be deemed: (a) an admission as to the validity of any prepetition claim against a Debtor entity; (b) a waiver of the Debtors' right to dispute any prepetition claim on any grounds; (c) a promise or requirement to pay any prepetition claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Final Order or the Motion; (e) a request or authorization to assume any prepetition agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) a waiver or limitation of the Debtors' rights or the rights of any other Person under the Bankruptcy Code or any other applicable law; or (g) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) satisfied pursuant to the Motion are valid, and the Debtors expressly reserve their rights to contest the extent, validity, or perfection or seek avoidance of all such liens.

7. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

8. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Final Order are immediately effective and enforceable upon its entry.

9. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Final Order in accordance with the Motion.

10. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Final Order.

New York, New York

Dated: _____, 2017

UNITED STATES BANKRUPTCY JUDGE

EXHIBIT C

Utility Providers List

Utility Providers

#	Name of Utility Provider	Address	Services Provided	Last Four Digits of Account Number
1	ACTION ENVIRONMENTAL GROUP	1205 DATE ST MONTEBELLO, CA 90640-6394	Waste Removal	5724
2	AEE	PO BOX 363508 SAN JUAN, 00936-3508 Puerto Rico	Electric	0036
3	ALL STATES MALL SERVICES II	PO BOX 9001099 LOUISVILLE, KY 40290-1099	Waste Removal	9345
4	ALL STATES SERVICES	P O BOX 9001908 LOUISVILLE, KY 40290	Waste Removal	5180
5	ALLIED WASTE SERVICES #094(BRO	P.O.BOX 5080 CAROL STREAM, IL 60197-5080	Waste Removal	7272
6	AMERENUE	P.O. BOX 70101 SAN JUAN, PR 00936-8101 Puerto Rico	Electric	7117 , 6122
7	APEX BILLING SOLUTIONS	PO BOX 28000 LEHIGH VALLEY, PA 18002-8000	Water	7689
8	APS	PO BOX 660720 DALLAS, TX 75266-0720	Electric	5280 , 6286
9	AT&T	PO BOX 1319 CHARLOTTE, NC 28201-1319	Telecommunications	0116 , Several
10	AT&T	284 SOUTH AVENUE POUGHKEEPSIE, NY 12601-4839	Telecommunications	1207 , 2134
11	AT&T	BOSTON METRO P.O. BOX 9001099 LOUISVILLE, KY 40290-1099	Telecommunications	1230
12	AT&T	PO BOX 78829 PHOENIX, AZ 85062-8829	Telecommunications	2237
13	AT&T	COOPERATIVE, INC. PO BOX 240 GIDDINGS, TX 78942	Telecommunications	2590 , 1483
14	AT&T	P.O. BOX 650032 DALLAS, TX 75265-0032	Telecommunications	3100 , Several
15	AT&T	4305 SANTA FE AVE. LOS ANGELES, CA 90058	Telecommunications	3692
16	AT&T	PO BOX 9001099 LOUISVILLE, KY 40290-1099	Telecommunications	3D01

#	Name of Utility Provider	Address	Services Provided	Last Four Digits of Account Number
17	AT&T	P.O. BOX 30086 RENO, NV 89520-3086	Telecommunications	5554 , Several
18	AT&T	PO BOX 34795 ALEXANDRIA, VA 22334-0795	Telecommunications	5952 , Several
19	AT&T	PO BOX 19930 FOUNTAIN HILLS, AZ 85269-9930	Telecommunications	5959 , 9548
20	AT&T	PO BOX 105262 ATLANTA, GA 30348-5262	Telecommunications	8093
21	AT&T	PO BOX 6111 CAROL STREAM, IL 60197-6111	Telecommunications	8870 , 4452 , 0193
22	AT&T (BELL SOUTH)	PO BOX 1005 SP VALLEY, NY 10977	Telecommunications	0446 , 0444
23	AT&T (BELL SOUTH)	P.O. BOX 300 ROSEMEAD, CA 91772-0001	Telecommunications	Several
24	AT&T(CINGULAR WIRELESS)	PO BOX 13608 PHILADELPHIA, PA 19101-3608	Telecommunications	7190
25	ATHENS SERVICES	P.O. BOX 4009 VENTURA, CA 93007-4009	Waste Removal	6350
26	ATLANTIC CITY ELECTRIC	P.O. BOX 650638 DALLAS, TX 75265-0638	Electric	8549 , 7905
27	AUTORIDAD ACUEDUCTOS	PO BOX 997300 SACRAMENTO, CA 95899-7300	Water	7002 , Several
28	BERKSHIRE GAS	P.O. BOX 8104 BATON ROUGE, LA 70891-8104	Gas	7860
29	BGE	P.O. BOX 26543 RICHMOND, VA 23290-0001	Electric	0000
30	BLUEBONNET ELECTRIC	P O BOX 14444 NEW BRUNSWICK, NJ 08906-4444	Electric	0250
31	BOARD OF PUBLIC WORKS-UTILITIE	PO BOX 37747 PHILADELPHIA, PA 19101-5047	Electric	8001
32	BRAINTREE ELECTRIC LIGHT DEPAR	PO BOX 71535 SAN JUAN, PR 00936-8635 Puerto Rico	Electric	9600
33	BRASK ENTERPRISES INC	BOT-01H P O BOX 91269 BELLEVUE, WA 98009-9269	Waste Removal	0930

#	Name of Utility Provider	Address	Services Provided	Last Four Digits of Account Number
34	BRASK ENTERPRISES, INC. II	P O BOX 541065 LOS ANGELES, CA 90054-1065	Waste Removal	1976
35	BRIGHT HOUSE NETWORKS	P O BOX 25111 SANTA ANA, CA 92799-5111	Telecommunications	2901 , 2616
36	BROADVIEW NETWORKS	ID 1204 P.O. BOX 2252 BIRMINGHAM, AL 35246-1204	Telecommunications	4244 , Several
37	BULLSEYE TELECOM INC.	DEPT OF FINANCE P.O. BOX 34017 SEATTLE, WA 98124-1017	Telecommunications	57BF
38	CASELLA WASTE MGT, INC. 30	PO BOX 105414 ATLANTA, GA 30348-5414	Waste Removal	9411
39	CENTER POINT ENERGY	P O BOX 98890 LAS VEGAS, NV 89193-8890	Gas	7493
40	CENTURY LINK	PO BOX 5025 CAROL STREAM, IL 60197-5025	Telecommunications	3993 , 7027
41	CH ENERGY GRP INC.	1995 PROSPECT AVENUE EAST MEADOW, NY 11554	Gas	0005
42	CITIZENS ENERGY GROUP	INTERGRATED TELEPHONE SERVICE 50 GALES DRWAYNE, NJ 07470	Water	9840
43	CITY OF CHICAGO-DEPT OF WATER	P O BOX C MONTEREY PARK, CA 91756	Water	5749
44	CITY OF PALO ALTO UTILITIES	24516 NETWORK PLACE CHICAGO, IL 60673-1245	Electric	4786 , 2135
45	CITY OF VERNON (UTILITIES)	P.O. BOX 321 NEW YORK, NY 10956-0321	Electric	5601
46	CLARO	P.O. BOX 650475 DALLAS, TX 75265-0475	Electric	2990 , Several
47	COLUMBIA GAS OF MA	96 ANNEX ATLANTA, GA 30310-0001	Gas	0031
48	COLUMBIA GAS OF PENNSYLVANIA	P O BOX 9001154 LOUISVILLE, KY 40290-1154	Gas	0003

#	Name of Utility Provider	Address	Services Provided	Last Four Digits of Account Number
49	COMED	GENERAL MAIL FACILITY MIAMI, FL 33188-0001	Electric	4047 , Several
50	CON EDISON	P.O. BOX 888 HICKSVILLE, NY 11802-0888	Electric	0036 , Several
51	CONSUMERS ENERGY	P.O. BOX 3978 HONOLULU, HI 96812-3978	Electric	2657 , 3238 , 3869
52	COSERV	P.O. BOX 33199 ST. PETERSBURG, FL 33733-8199	Gas	2320
53	CPS ENERGY	PO BOX 11737 NEWARK, NJ 07101-4737	Electric	6428
54	CRAWFISH LLC FORMERLY BATON R	P.O. BOX 22889 BARRIGADA, 96921-4312 GUAM	Water	6201
55	D&D CARTING CO INC	P.O. BOX 4438 PORTLAND, OR 97208-4438	Waste Removal	3124
56	DAYTON POWER AND LIGHT	P.O. BOX 100157 COLUMBIA, SC 29202-3157	Electric	7311
57	DELMARVA POWER	JAF STATION P.O. BOX 1702 NEW YORK, NY 10116-1702	Electric	9059
58	DIRECT ENERGY	P.O. BOX 3687 AKRON, OH 44309-3687	Electric	1585
59	DOMINION VIRGINIA POWER	PO BOX 5001 CAROL STREAM, IL 60197-5001	Electric	8339 , 8416 , 217
60	DUKE ENERGY	P.O. BOX 742514 CINCINNATI, OH 45274-2514	Electric	6226
61	DUKE ENERGY (PROGRESS)	P.O. BOX 640371 PITTSBURGH, PA 15264-0371	Electric	4442
62	DUQUESNE LIGHT COMPANY	P.O. BOX 660369 DALLAS, TX 75266-0369	Electric	0000
63	E J HARRISON & SONS INC.	P.O. BOX 30808 LOS ANGELES, CA 90030-0808	Waste Removal	2738 , 5801
64	ENTERGY	P O BOX 537104 ATLANTA, GA 30353	Electric	6997 , 0164 , 3163
65	EVERSOURCE	P.O. BOX 219330 KANSAS CITY, MO 64121-9330	Electric	1063 , 1058 , 1032

#	Name of Utility Provider	Address	Services Provided	Last Four Digits of Account Number
66	EVERSOURCE	P.O. BOX 554744 DETROIT, MI 48255-4744	Electric	2016
67	EVERSOURCE	5 BRUCKNER BLVD BRONX, NY 10454	Electric	3003
68	FLAGG CREEK WATER RECLAMATION	P.O. BOX 5020 CAROL STREAM, IL 60197-5020	Water	6000
69	FLORIDA POWER & LIGHT CO	PO BOX 660401 DALLAS, TX 75266-0401	Electric	8017 , Several
70	FRONTIER	LANSING, MI 48937-0001	Telecommunications	1165
71	FRONTIER TELEPHONE OF ROCHESTER	P.O. BOX 9242 UNIONDALE, NY 11555-9242	Telecommunications	1066
72	GAS COMPANY (THE)	P.O. BOX 650785 DALLAS, TX 75265-0681	Gas	4699 , Several
73	GEORGIA POWER	PO BOX 74 BRATTLEBORO, VT 05302	Electric	0002
74	GILA RIVER TELECOMMUNICATIONS	P.O. BOX 3687 AKRON, OH 44309-3687	Telecommunications	5187
75	GRANDE COMMUNICATIONS (ADVANTE)	P.O. BOX 90001 MILWAUKEE, WI 53290-0001	Telecommunications	5658
76	GREEN MOUNTAIN POWER	P.O. BOX 7026 SAN FRANCISCO, CA 94120-7026	Electric	0001
77	GTA	P.O. BOX 3687 AKRON, OH 44309	Telecommunications	0374
78	GULF POWER COMPANY	P.O. BOX 88068 CHICAGO, IL 60680-1068	Electric	3031
79	GXS, INC.	P O BOX 6330 CHICAGO, IL 60680-6330	Electric	1063
80	HARGRAY	P.O. BOX 4901 ORLANDO, FL 32802-4901	Telecommunications	2433
81	HAUL AWAY RUBBISH SERVICE CO	P.O. BOX 531672 ATLANTA, GA 30353-1672	Waste Removal	2902 , Several
82	HAWAIIAN ELECTRIC CO INC.	P O BOX 13007 MERRILLVILLE, IN 46411-3007	Electric	8060
83	IEM INC.	P O BOX 660072 DALLAS, TX 75266-0072	Waste Removal	2001 , Several

#	Name of Utility Provider	Address	Services Provided	Last Four Digits of Account Number
84	ILLUMINATING CO (THE)	P O BOX 51843 LOS ANGELES, CA 90051	Electric	9200 , 4140
85	INDIAN RIVER COUNTY	P.O BOX 660794 DALLAS, TX 75266- 0794	Water	7410
86	INDIANAPOLIS POWER & LIGHT COM	P O BOX 94258 LAS VEGAS, NV 89193	Electric	4477 , 4476
87	INNOVATIVE TELEPHONE	PO BOX 5407 CAROL STREAM, IL 60197-5407	Telecommunications	6001
88	ITS	PO BOX 2906 PHOENIX, AZ 85062- 2906	Telecommunications	C219
89	JERSEY CENTRAL POWER & LIGHT	369 MIRAMAR BEACH DRIVE MIRAMAR BEACH, FL 32550	Electric	6444
90	KANSAS CITY POWER & LIGHT	PO BOX 830660 BIRMINGHAM, AL 35283-0660	Electric	4566
91	KETER ENVIRONMENTAL SERVICES I	P O BOX 5409 CAROL STREAM, IL 60197.5409	Waste Removal	5011 , Several
92	LA DEPT OF WATER & POWER	P.O.BOX 188 MONCKS CORNER, SC 29461-0188	Electric	0000 , Several
93	LIVERPOOL CARTING CO	P.O. BOX 55287 Houston, TX 77255-5287	Waste Removal	Several
94	MAUI ELECTRIC COMPANY	2 North 9th Street RPC- GENNII Allentown, PA 18101- 1175	Electric	2769
95	MIELE SANITATION CO	P.O. BOX 742537 CINCINNATI, OH 45274-2537	Waste Removal	1223
96	MISSISSIPPI POWER	9 N Broadway Nyack, NY 10960	Electric	5010
97	NASHVILLE ELECTRIC SERVICE	P.O. BOX 77027 MINNEAPOLIS, MN 55480-7727	Electric	8170
98	NATIONAL FUEL	P.O. BOX 1144 MINNEAPOLIS, MN 55440-1144	Gas	2811
99	NATIONAL GRID	PAYMENT PROCESSING CENTER P.O. BOX 10 PITTSBURGH, PA 15230-0010	Electric	4025

#	Name of Utility Provider	Address	Services Provided	Last Four Digits of Account Number
100	NATIONAL GRID	P.O. BOX 105262 ATLANTA, GA 30348-5262	Electric	4033 , 1006
101	NEW JERSEY NATURAL GAS	1214 CHURCH STREET NASHVILLE, TN 37246	Gas	6236
102	NICOR GAS	P.O. BOX 2678 SAN ANTONIO, TX 78289-0001	Gas	1745
103	NORTHERN INDIANA PUBLIC SERVICE COMPANY	DEPT # 0067 PO BOX 850001 ORLANDO, FL 32885-0067	Electric	0051
104	NORTHERN VIRGINIA ELECTRIC	PO BOX 740598 CINCINNATI, OH 45274-0598	Electric	2002
105	NV ENERGY (NEVADA POWER COMPANY)	PO BOX 5025 CAROL STREAM, IL 60197	Electric	9126 , 9912 , 4454
106	OLYMPIC II MALL SERVICES	P.O. BOX 645096 PITTSBURGH, PA 15264-5096	Waste Removal	0050 , 0140
107	OLYMPIC III MALL SERVICES	PO BOX 650851 DALLAS, TX 75265-0851	Waste Removal	1976
108	ORANGE & ROCKLAND UTILITIES	PO BOX 110 INDIANAPOLIS, IN 46206-0110	Electric	7012 , 9006
109	ORLANDO UTILITIES COMMISSION	MANCHESTER HAULING PO BOX 1372 WILLISTON, VT 05495-1372	Electric	0001
110	PENN POWER	PO BOX 13609 PHILADELPHIA, PA 19101	Electric	1809
111	PEOPLES GAS NATURAL GAS DELIVERY	P O BOX 9241 CHELSEA, MA 02150-9241	Gas	4014 , Several
112	PEPCO	9700 DAVID TAYLOR BLVD. CHARLOTTE, NC 28262-2363	Electric	5828 , 8952
113	PG & E	ATTN: CUSTOMER SERVICE PO BOX 1670 HONOLULU, HI 96806-1670	Electric	1147 , Several
114	PGE	PO BOX 307 LAWRENCE, NY 11559	Electric	8304

#	Name of Utility Provider	Address	Services Provided	Last Four Digits of Account Number
115	PNM	P.O. BOX 5080 CAROL STREAM, IL 60197-5080	Electric	0800
116	POTOMAC EDISON	P O BOX 20550 ROCHESTER, NY 14602-0550	Electric	5793
117	PPL ELECTRIC UTILITIES	210 E FREDERICK ST GAFFNEY, SC 29340	Electric	0031
118	PRECISION WASTE SOLUTIONS LLC	PO BOX 4648 CAROL STREAM, IL 60197-4648	Waste Removal	369
119	PSE & G CO	P O BOX 19100 GREEN BAY, WI 54307-9100	Electric	3016 , Several
120	PSEG LONG ISLAND	PO BOX 78829 PHOENIX, AZ 85062-8829	Electric	1951 , Several
121	PUGET SOUND ENERGY	PO BOX 9477 MINNEAPOLIS, MN 55484	Electric	7706
122	QUESTAR GAS COMPANY	P.O. BOX 6100 ST. THOMAS 00804 USVI	Gas	0192
123	RECOLOGY GOLDEN GATE	MELBOURNE HAULING PO BOX 105453 ATLANTA, GA 30348	Waste Removal	2325
124	RELIANT ENERGY / HL& P	PO BOX 15124 ALBANY, NY 12212-5124	Electric	8987
125	REPUBLIC SERVICES #710	PO BOX 5001 CAROL STREAM, IL 60197-5001	Waste Removal	0940 , 6052
126	REPUBLIC SERVICES #411	PO BOX 105414 ATLANTA, GA 30348-5414	Waste Removal	0461
127	REPUBLIC SERVICES #625	PO BOX 4648 CAROL STREAM, IL 60197-4648	Waste Removal	0023
128	REPUBLIC SERVICES #625	P.O. BOX 206000 PORTLAND, OR 97256	Waste Removal	2838 , Several
129	REPUBLIC SERVICES #695	P.O. BOX 3615 AKRON, OH 44309-3615	Waste Removal	4720
130	ROCKY MOUNTAIN POWER	PO BOX 27900 ALBUQUERQUE, NM 87125-7900	Electric	0018
131	SAN DIEGO GAS & ELECTRIC	PO BOX 245 BIRMINGHAM, AL 35201-0245	Electric	7002 , Several

#	Name of Utility Provider	Address	Services Provided	Last Four Digits of Account Number
132	SANTEE COOPER	26018 NETWORK PLACE CHICAGO, IL 60673-1260	Electric	0000
133	SAWNEE EMC	PO BOX 160 WHIPPANY, NJ 07981	Electric	2002 , 2000
134	SCANA ENERGY	PO BOX 13610 PHILADELPHIA, PA 19101	Gas	4912
135	SEATTLE CITY LIGHT	PO BOX 551 ATTLEBORO, MA 02703	Electric	0000
136	SERVICE AUTHORITY PRINCE WILLI	PO BOX 60846 LOS ANGELES, CA 90060-0846	Water	1917
137	SOUTH HUNTINGTON WD	C/O TALMER BANK AND TRUST P.O. BOX 33752 DETROIT, MI 48232-3752	Water	8720
138	SOUTH JERSEY GAS	PO BOX 60009 CITY OF INDUSTRY, CA 91716-0009	Gas	0000
139	SOUTH WALTON UTILITY CO INC.	P.O. BOX 6091 BELLMAWR, NJ 08099-6091	Water	5977
140	SOUTHERN CALIFORNIA EDISON	PO BOX 45841 SALT LAKE CITY, UT 84139-0001	Electric	1148
141	SOUTHERN WASTE SYSTEMS, LLC.	PO BOX 71062 CHARLOTTE, NC 28272-1062	Waste Removal	0119
142	SOUTHWEST GAS CORP	PO BOX 11743 NEWARK, NJ 07101-4743	Gas	6002 , 4002
143	SPECTRUM BUSINESS (CHARTER)	PO BOX 96025 BATON ROUGE, LA 70896-9025	Telecommunications	5850
144	SRP	7001 FRONTAGE ROAD BURR RIDGE, IL 60572	Electric	3006
145	SUBURBAN PROPANE	PO BOX 9220 UNIONDALE, NY 11555-9220	Gas	2875
146	SUNSHINE RECYCLING INC.	P O BOX 93717 LAS VEGAS, NV 89193	Waste Removal	1195
147	SUSTAINABLE SOLUTIONS GROUP	P O BOX 5001 CAROL STREAM, IL 60197-5001	Waste Removal	5676

#	Name of Utility Provider	Address	Services Provided	Last Four Digits of Account Number
148	T-MOBILE	PO BOX 80062 PRESCOTT, AZ 86304-8062	Telecommunications	4970
149	TOWN OF BURLINGTON	PO BOX 105414 ATLANTA, GA 30348-5414	Water	0259
150	TOWN OF HEMPSTEAD	PO BOX 55287 HOUSTON, TX 77255-5287	Water	1201
151	TXU ENERGY	PO BOX 13070 PHILADELPHIA, PA 19101-3070	Electric	0145
152	VECTOR INTELLIGENT SOLUTIONS,	PO BOX 660896 DALLAS, TX 75266-0896	Telecommunications	0004
153	VERIZON	PO BOX 5019 CAROL STREAM, IL 60197-5019	Telecommunications	2270
154	VERIZON	PO BOX 541065 LOS ANGELES, CA 90054-1065	Telecommunications	7392
155	VERIZON - MD	P.O. BOX 371835 PITTSBURGH, PA 15250-7835	Telecommunications	646Y , 647Y
156	VERIZON - PA / 8000	PO BOX 11742 NEWARK, NJ 07101-4742	Telecommunications	764Y
157	VERIZON BUSINESS(MCI)	PO BOX 5278 CAROL STREAM, IL 60197-5278	Telecommunications	3X23
158	VILLAGE OF NYACK WATER DEPT	PO BOX 31710 TAMPA, FL 33631-3710	Water	7200
159	VILLAGE OF OAK BROOK ILLINOIS	PO BOX 859180 BRAINTREE, MA 02185-9180	Water	1463
160	VIRGINIA NATURAL GAS INC.	PO BOX 18856 SHREVEPORT, LA 71138	Gas	0222
161	WASHINGTON GAS	PO BOX 100116 COLUMBIA, SC 29202-3116	Gas	1568 , 5137
162	WASTE MANAGEMENT	PO BOX 7056 INDIANAPOLIS, IN 46207-7056	Waste Removal	8357
163	WASTE MANAGEMENT OF NEVADA REN	PO BOX 417468 BOSTON, MA 02241-7468	Waste Removal	1497 , 1492

#	Name of Utility Provider	Address	Services Provided	Last Four Digits of Account Number
164	WASTE MANAGEMENT OF NW FLORIDA	FORMERLY INTERCALL P.O. BOX 51089 LOS ANGELES, CA 90074-1089	Waste Removal	8147
165	WASTE MANAGEMENT OF SEATTLE	PO BOX 9001054 LOUISVILLE, KY 40290-1054	Waste Removal	5652
166	WASTE MANAGEMENT-ILLINOIS	7065 W. ALLISON RD. BOX 5015 CHANDLER, AZ 85226-5209	Waste Removal	3002
167	WASTE MANAGEMENT-MICHIGAN	P.O. BOX 5014 CAROL STREAM, IL 60197-5014	Waste Removal	7145
168	WASTE SERVICES OF FLORIDA INC.	P.O. BOX 790086 SAINT LOUIS, MO 63179-0086	Waste Removal	2987
169	WE ENERGIES	DEPT. OF PUBLIC WORKS P. O. BOX 96 BURLINGTON, MA 01803	Electric	5933
170	WEST UNIFIED COMMUNICATIONS SE	DEPT. #40299 P.O. BOX 740209 ATLANTA, GA 30374-0209	Telecommunications	0509
171	WINDSTREAM	P.O. BOX 863583 ORLANDO, FL 32886-3583	Telecommunications	2867 , 9217
172	WRIGHT-HENNEPIN	P.O. BOX 84077 COLUMBUS, GA 31908-4077	Electric	6604
173	XCEL ENERGY	P.O. BOX 740407 CINCINNATI, OH 45274-0407	Electric	7934