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*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> , <sup>1</sup>	)				Case No. 17-10466 (___)
	)				
Debtors.	)				(Joint Administration Requested)
	)				

**DEBTORS’ APPLICATION FOR ENTRY OF AN ORDER PURSUANT TO  
28 U.S.C. § 156(C) APPROVING THE APPOINTMENT AND RETENTION OF  
DONLIN, RECANO & COMPANY, INC. AS THE CLAIMS AND NOTICING AGENT  
TO THE DEBTORS, EFFECTIVE *NUNC PRO TUNC* TO THE PETITION DATE**

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”),<sup>2</sup> respectfully state the following in support of this application (this “Application”):

<sup>1</sup> 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.

<sup>2</sup> 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 United States Code, 11 U.S.C. §§ 101–1532 (the “Bankruptcy Code”), on February 28, 2017 (the “Petition Date”).

### **Relief Requested**

1. The Debtors seek entry of an order, substantially in the form attached hereto as **Exhibit A** (the “Order”): (a) approving the services agreement (the “Services Agreement”), which is attached hereto as **Exhibit B** and incorporated herein by reference, between the Debtors and Donlin, Recano & Company, Inc. (“Donlin Recano”) and the Debtors’ appointment and retention of Donlin Recano as claims and noticing agent (the “Claims and Noticing Agent”) for the Debtors in lieu of the Clerk (the “Clerk”) of the United States Bankruptcy Court for the Southern District of New York, effective *nunc pro tunc* to the Petition Date (as defined herein); and (b) granting related relief. In support of this Application, the Debtors submit the declaration of Roland Tomforde (the “Tomforde Declaration”), attached hereto as **Exhibit C** and incorporated herein by reference.

### **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 section 156(c) of title 28 of the United States Code (the “Judicial Code”), section 105(a) of the Bankruptcy Code, Rule 5075-1 of the Local Bankruptcy Rules for the Southern District of New York (the “Local Rules”), and

the Court's *Protocol for the Employment of Claims and Noticing Agents Under 28 U.S.C. § 156(c)* (the "Claims Agent Protocol").

### **Services to Be Provided**

5. This Application pertains only to the work to be performed by the Claims and Noticing Agent under the Clerk's delegation of duties permitted by section 156(c) of the Judicial Code, Local Rule 5075-1, and the Claims Agent Protocol, and any work to be performed by the Claims and Noticing Agent outside of this scope is not covered by this Application or by any order granting approval thereof. Specifically, the Claims and Noticing Agent will perform, to the extent the Debtors request, the following services in its role as Claims and Noticing Agent (the "Claims and Noticing Services"), as well as all quality control relating thereto:

- a. preparing and serving required notices and documents in these chapter 11 cases in accordance with the Bankruptcy Code and the Bankruptcy Rules and in the form and manner directed by the Debtors and/or the Court, including, if applicable, (i) notice of the commencement of the cases and the initial meeting of creditors under Bankruptcy Code § 341(a), (ii) notices of transfers of claims, (iii) notices of objections to claims and objections to transfers of claims, (iv) notices of any hearings on a disclosure statement and confirmation of the Debtors' chapter 11 plan, including under Bankruptcy Rule 3017(d), (v) notice of the effective date of any plan, and (vi) all other notices, orders, pleadings, publications, and other documents as the Debtors and/or the Court may deem necessary or appropriate for an orderly administration of these chapter 11 cases;
- b. maintaining (i) a list of all potential creditors, equity holders, and other parties in interest, and (ii) a "core" mailing list consisting of all parties described in Bankruptcy Rule 2002 and those parties that have filed a notice of appearance pursuant to Bankruptcy Rule 9010, and updating said lists and making said lists available upon request by a party-in-interest or the Clerk;
- c. maintaining an official copy of the Debtors' schedules of assets and liabilities and statement of financial affairs (collectively, the "Schedules"), listing the Debtors' known creditors and the amounts owed thereto;

- d. maintaining a post office box or address for the purpose of receiving claims and returned mail, and processing all mail received;
- e. preparing and filing or causing to be filed with the Clerk an affidavit or certificate of service for all notices, motions, orders, other pleadings, or documents served within seven business days of service that includes (i) either a copy of the notice served or the docket number(s) and title(s) of the pleading(s) served, (ii) a list of persons to whom it was mailed (in alphabetical order) with their addresses, (iii) the manner of service, and (iv) the date served;
- f. furnishing a notice to all potential creditors of the last date for the filing of proofs of claim and a form for the filing of a proof of claim, after such notice and form are approved by this Court, and notifying said potential creditors of the existence, amount and classification of their respective claims as set forth in the Schedules, which may be effected by inclusion of such information (or the lack thereof, in cases where the Schedules indicate no debt due to the subject party) on a customized proof of claim form provided to potential creditors;
- g. processing all proofs of claim received, including those received by the Clerk's office, and checking said processing for accuracy, and maintaining the original proofs of claim in a secure area;
- h. providing an electronic interface for filing proofs of claim;
- i. maintaining the official claims register for each Debtor (the "Claims Registers") on behalf of the Clerk and upon the Clerk's request, providing the Clerk with certified, duplicate unofficial Claims Registers, and specifying in the Claims Registers the following information for each claim docketed: (i) the claim number assigned, (ii) the date received, (iii) the name and address of the claimant and agent, if applicable, who filed the claim, (iv) the amount asserted, (v) the asserted classification(s) of the claim (*e.g.*, secured, unsecured, priority, etc.), (vi) the applicable Debtor, and (vii) any disposition of the claim;
- j. providing public access to the Claims Registers, including complete proofs of claim with attachments, if any, without charge;
- k. implementing necessary security measures to ensure the completeness and integrity of the Claims Registers and the safekeeping of the original claims;
- l. recording all transfers of claims and providing any notices of such transfers as required by Bankruptcy Rule 3001(e);

- m. relocating, by messenger or overnight delivery, all of the court-filed proofs of claim to the offices of the Claims and Noticing Agent, not less than weekly;
- n. upon completion of the docketing process for all claims received to date for each case, turning over to the Clerk copies of the Claims Registers for the Clerk's review (upon the Clerk's request);
- o. monitoring the Court's docket for all notices of appearance, address changes, and claims-related pleadings and orders filed, and making necessary notations on and/or changes to the Claims Registers;
- p. assisting in the dissemination of information to the public and responding to requests for administrative information regarding the cases, as directed by the Debtors and/or the Court, including through the use of a case website and/or call center;
- q. if the case is converted to a chapter 7, contacting the Clerk's Office within three (3) days of the notice to the Claims and Noticing Agent of entry of the order converting the case;
- r. thirty days prior to the close of these cases, to the extent practicable, requesting that the Debtors submit to the Court a proposed order dismissing the Claims and Noticing Agent and terminating the Claims and Noticing Agent's services upon completion of its duties and responsibilities and upon the closing of these cases;
- s. within seven-days' notice to the Claims and Noticing Agent of entry of an order closing the chapter 11 cases, providing to the Court the final version of the Claims Registers as of the date immediately before the close of the cases; and
- t. at the close of these cases, boxing and transporting all original documents, in proper format, as provided by the Clerk's office, to (i) the Federal Archives Record Administration, located at Central Plains Region, 200 Space Center Drive, Lee's Summit, Missouri 64064 or (ii) any other location requested by the Clerk's Office.

6. The Claims Registers shall be open to the public for examination, without charge, during regular business hours and on a case-specific website maintained by the Claims and Noticing Agent. The Claims and Noticing Agent shall not employ any past or present employee of the Debtors for work that involves the Debtors' bankruptcy cases.

**The Claims and Noticing Agent's Qualifications**

7. The Claims and Noticing Agent is one of the country's leading chapter 11 administrators, with significant experience in noticing, claims administration, solicitation, balloting, and facilitating other administrative aspects of chapter 11 cases. The Claims and Noticing Agent has substantial experience providing services, including claims and noticing services, in matters comparable in size and complexity to this matter. *See, e.g., In re The Big Apple Circus, Ltd.*, Case No. 16-13297 (SHL) (Bankr. S.D.N.Y. 2016); *In re Transmar Commodity Group Ltd.*, Case No. 16-13625 (JLG) (Bankr. S.D.N.Y. 2016); *In re Relativity Fashion, LLC*, Case No. 15-11989 (MEW) (Bankr. S.D.N.Y. 2015); *In re Excel Maritime Carriers Ltd.*, Case No. 13-23060 (RDD) (Bankr. S.D.N.Y. 2013); *In re Daffy's, Inc.*, Case No. 12-13312 (MG) (Bankr. S.D.N.Y. 2012); *In re United Retail Group, Inc.*, Case No. 12-10405 (SMB) (Bankr. S.D.N.Y. 2011); *In re Credit-Based Asset Servicing and Securitization LLC*, Case No. 10-16040 (ALG) (Bankr. S.D.N.Y. 2010); *In re Metro Goldwyn-Mayer Studios Inc.*, Case No. 10-15774 (SMB) (Bankr. S.D.N.Y. 2010); *In re Graphics Properties Holdings, Inc (f/k/a Silicon Graphics, Inc.)*, Case No. 09-11701 (MG) (Bankr. S.D.N.Y. 2009); *In re Quebecor World (USA) Inc.*, Case No. 08-10152 (JMP) (Bankr. S.D.N.Y. 2008); *In re Ciena Capital LLC*, Case No. 08-13783 (AJG) (Bankr. S.D.N.Y. 2008); *In re M. Fabrikant & Sons, Inc.*, Case No. 06-12737 (SMB) (Bankr. S.D.N.Y. 2006); and *In re New York Westchester Square Medical Center*, Case No. 06-13050 (SMB) (Bankr. S.D.N.Y. 2006).<sup>3</sup>

8. Appointing the Claims and Noticing Agent in these cases will expedite the distribution of notices and the processing of claims, and relieve the Clerk's office of the administrative burden of processing such claims.

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<sup>3</sup> Because of the voluminous nature of the orders cited herein, such orders have not been attached to this Application. Copies of these orders are available upon request of the Debtors' proposed counsel.

**Compensation and Representation of Disinterestedness**

9. The Debtors respectfully request that the undisputed fees and expenses incurred by the Claims and Noticing Agent in the performance of the above services be treated as administrative expenses of the Debtors' estates pursuant to section 503(b)(1)(A) of the Bankruptcy Code and be paid in the ordinary course of business without further application to or order of the Court. The Claims and Noticing Agent has agreed to maintain records of all services showing dates, categories of services, fees charged, and expenses incurred, and to serve monthly invoices on the Debtors, the Office of the United States Trustee (the "U.S. Trustee"), counsel for the Debtors, counsel for any official committee, if any, monitoring the expenses of the Debtors, and any party in interest who specifically requests service of the monthly invoices. If any dispute arises relating to the Services Agreement or monthly invoices, the parties shall meet and confer in an attempt to resolve the dispute. If resolution is not achieved, the parties may seek resolution of the matter from the Court.

10. Pursuant to the Services Agreement, the Debtors provided the Claims and Noticing Agent an initial retainer in the amount of \$40,000.00 (the "Retainer") prior to the Petition Date. The Claims and Noticing Agent has applied the Retainer received from the Debtors in satisfaction of its services rendered prepetition, will seek to have the retainer replenished to the original amount (\$40,000.00), and seeks to hold the retainer during the cases as security for the payment of fees and expenses incurred under the Services Agreement. In connection with its retention, the Claims and Noticing Agent represents in the Tomforde Declaration, among other things, that:

- a. the Claims and Noticing Agent will not consider itself employed by the United States government and shall not seek any compensation from the United States government

in its capacity as the Claims and Noticing Agent in the cases;

- b. by accepting employment in the cases, the Claims and Noticing Agent waives any right to receive compensation from the United States government in connection with the Debtors' cases;
- c. in its capacity as the Claims and Noticing Agent in the cases, the Claims and Noticing Agent will not be an agent of the United States and will not act on behalf of the United States; and
- d. it is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code with respect to the matters upon which it is to be engaged.

11. To the extent that there is any inconsistency between this Application, the Order, and the Services Agreement, the Debtors respectfully submit that the Order shall govern.

#### **Compliance with the Claims Agent Protocol**

12. This Application complies with the Claims Agent Protocol and substantially conforms to the standard section 156(c) application in use in this Court.

#### **Basis for Relief**

13. This Application is made pursuant to section 156(c) of the Judicial Code, section 105(a) of the Bankruptcy Code, Rule 5075-1 of the Local Rules, and the Claims Agent Protocol for an Order appointing the Claims and Noticing Agent as the claims and noticing agent in these chapter 11 cases in order to assume full responsibility for the distribution of notices and the maintenance, processing, and docketing of proofs of claim filed in the Debtors' cases.

14. Section 156 of the Judicial Code, in relevant part, provides:

Any court may utilize facilities or services, either on or off the court's premises, which pertain to the provision of notices, dockets, calendars, and other administrative information to parties in cases filed under the provisions of title 11, United States Code, where the costs of such facilities or services are paid for out of the assets of the estate and are not charged to the United States. The



utilization of such facilities or services shall be subject to such conditions and limitations as the pertinent circuit council may prescribe.

28 U.S.C. § 156(c).

15. Section 105 of the Bankruptcy Code, in relevant part, provides:

The court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title. No provision of this title providing for the raising of an issue by a party in interest shall be construed to preclude the court from, *sua sponte*, taking any action or making any determination necessary or appropriate to enforce or implement court orders or rules, or to prevent an abuse of process.

11 U.S.C. § 105(a).

16. Local Rule 5075-1(a) provides:

The Court may direct, subject to the supervision of the Clerk, the use of agents either on or off the Court's premises to file Court records, either by paper or electronic means, to issue notices, to maintain case dockets, to maintain Judges' calendars, and to maintain and disseminate other administrative information where the costs of such facilities or services are paid for by the estate.

Local Rule 5075-1(a).

17. In accordance with the Claims Agent Protocol, prior to the selection of the Claims and Noticing Agent, the Debtors reviewed and compared engagement proposals from four court-approved claims and noticing agents, including Donlin Recano, to ensure selection through a competitive process. The Debtors submit, based on the engagement proposals obtained and reviewed, that the Claims and Noticing Agent's rates are competitive and reasonable given the Claims and Noticing Agent's quality of services and expertise. The terms of the Claims and Noticing Agent's retention are set forth in the Services Agreement; *provided* that the Claims and

Noticing Agent is seeking by this Application approval solely of the terms and provisions as set forth in this Application and the Order.<sup>4</sup>

18. Local Rule 5075-1(b) requires the retention—pursuant to an order of the Court—of an approved claims and noticing agent in a case having 250 or more creditors and/or equity security holders, which is the case with these chapter 11 cases.

19. The Debtors anticipate that there will be more than 35,000 entities to be noticed. In view of the number of anticipated claimants and the complexity of the Debtors' businesses, the Debtors submit that the appointment of the Claims and Noticing Agent is both necessary and in the best interests of the Debtors' estates and their creditors because the Debtors will be relieved of the burdens associated with the Claims and Noticing Services. Accordingly, the Debtors will be able to devote their full attention and resources to maximize value for their stakeholders and facilitate the orderly administration of these chapter 11 cases.

#### **Nunc Pro Tunc Relief Is Appropriate**

20. Pursuant to the Debtors' request, the Claims and Noticing Agent has served in that capacity since the Petition Date with assurances that the Debtors would seek approval of its employment and retention, effective *nunc pro tunc* to the Petition Date, so that the Claims and Noticing Agent may be compensated for its pre-application services. The Debtors believe that no party in interest will be prejudiced by the granting of the *nunc pro tunc* employment, as provided herein, because the Claims and Noticing Agent has provided and continues to provide valuable services to the Debtors' estates in the interim period.

21. Courts in this jurisdiction have routinely approved *nunc pro tunc* employment similar to that requested herein in matters comparable to this matter. *See, e.g., In re Avaya, Inc.*,

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<sup>4</sup> The Debtors intend to file an application seeking to also employ the Claims and Noticing Agent to provide certain bankruptcy administrative services to the Debtors during these chapter 11 cases.

No. 17-10089 (SMB) (Bankr. S.D.N.Y. Jan. 20, 2017) (approving *nunc pro tunc* employment to perform bankruptcy administration services); *In re Chassix Holdings, Inc.*, No. 15-10578 (MEW) (Bankr. S.D.N.Y. Apr. 20, 2015) (same); *In re dELiA\*s, Inc.*, No. 14-23678 (RDD) (Bankr. S.D.N.Y. Feb. 10, 2015) (same); *In re NII Holdings, Inc.*, No. 14-12611 (SCC) (Bankr. S.D.N.Y. Oct. 14, 2014) (same); *In re MPM Silicones, LLC*, No. 14-22503 (RDD) (Bankr. S.D.N.Y. May 16, 2014) (same).<sup>5</sup>

22. Based on the foregoing, the Debtors submit that they have satisfied the requirements of the Judicial Code, the Local Rules, and the Claims Agent Protocol. Accordingly, the Debtors respectfully request entry of the Order pursuant to section 156(c) of the Judicial Code, Local Rule 5075-1, and the Claims Agent Protocol authorizing the Debtors to retain and employ the Claims and Noticing Agent, effective *nunc pro tunc* to the Petition Date.

#### **Motion Practice**

23. This Application 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 Application satisfies Local Rule 9013-1(a).

#### **Notice**

24. 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'

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<sup>5</sup> Because of the voluminous nature of the orders cited herein, such orders have not been attached to this Application. Copies of these orders are available upon request of the Debtors' proposed counsel.

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) 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**

25. No prior Application for the relief requested herein has been made to this or any other court.

*[Remainder of page intentionally left blank]*

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

Dated: March 1, 2017  
New York, New York

/s/ Holly Felder Etlin

Holly Felder Etlin  
BCBG Max Azria Global Holdings, LLC  
Chief Restructuring Officer

**EXHIBIT A**

**Proposed Order**

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

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

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**ORDER PURSUANT TO 28 U.S.C. § 156(C) APPROVING  
THE APPOINTMENT AND RETENTION OF DONLIN, RECANO &  
COMPANY, INC. AS THE CLAIMS AND NOTICING AGENT TO THE  
DEBTORS, EFFECTIVE *NUNC PRO TUNC* TO THE PETITION DATE**

Upon the application (the “Application”)<sup>2</sup> of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of an order (this “Order”): (a) approving the appointment and retention of Donlin, Recano & Company, Inc. (“Donlin Recano”) as the Claims and Noticing Agent, under section 156(c) of the Judicial Code, section 105(a) of the Bankruptcy Code, Local Rule 5075-1, and the Court’s Claims Agent Protocol, to, among other things, (i) distribute required notices to parties in interest, (ii) receive, maintain, docket, and otherwise administer the proofs of claim filed in the Debtors’ cases, and (iii) provide such other administrative services, as required by the Debtors and approved by the Court, that would fall within the purview of services to be provided by the Clerk’s office; and (b) granting related relief, all as more fully set forth in the Application; and upon the First Day Declaration; and upon

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<sup>1</sup> 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.

<sup>2</sup> Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Application.

the Tomforde 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 the Court may enter a final order consistent with Article III of the United States Constitution; and the Court having found that venue of this proceeding and the Application 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 Application and opportunity for a hearing on the Application were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Application 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 Application 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 Application is granted as set forth herein.
2. Notwithstanding the terms of the Services Agreement attached to the Application, the Application is approved solely as set forth in this Order.
3. The Debtors are authorized to retain the Claims and Noticing Agent, effective *nunc pro tunc* to the Petition Date, under the terms of the Services Agreement, and the Claims and Noticing Agent is authorized and directed to perform noticing services and to receive, maintain, record, and otherwise administer the proofs of claim filed in these cases, and all related tasks, all as described in the Application (the "Claims and Noticing Services").
4. The Claims and Noticing Agent shall serve as the custodian of court records and shall be designated as the authorized repository for all proofs of claim filed in these cases and is



authorized and directed to maintain official claims registers for each of the Debtors and to provide the Clerk with a certified duplicate thereof upon the request of the Clerk.

5. The Claims and Noticing Agent is authorized and directed to provide an electronic interface for filing proofs of claim and to obtain a post office box or address for the receipt of proofs of claim.

6. The Claims and Noticing Agent is authorized to take such other action to comply with all duties set forth in the Application.

7. The Debtors are authorized to compensate the Claims and Noticing Agent in accordance with the terms of the Services Agreement upon the receipt of reasonably detailed invoices setting forth the services provided by the Claims and Noticing Agent and the rates charged for each, and to reimburse the Claims and Noticing Agent for all reasonable and necessary expenses it may incur, upon the presentation of appropriate documentation, without the need for the Claims and Noticing Agent to file fee applications or otherwise seek Court approval for the compensation of its services and reimbursement of its expenses.

8. The Claims and Noticing Agent shall maintain records of all services showing dates, categories of services, fees charged, and expenses incurred, and shall serve monthly invoices on the Debtors, the Office of the U.S. Trustee, counsel for the Debtors, counsel for an official committee, if any, monitoring the expenses of the Debtors, and any party in interest who specifically requests service of the monthly invoices.

9. The parties shall meet and confer in an attempt to resolve any dispute that may arise relating to the Services Agreement or monthly invoices, and the parties may seek resolution of the matter from the Court if resolution is not achieved.

10. Pursuant to section 503(b)(1)(A) of the Bankruptcy Code, the undisputed fees and expenses of the Claims and Noticing Agent under the Services Agreement as approved by this Order shall be an administrative expense of the Debtors' estates.

11. The Claims and Noticing Agent may apply its retainer to all pre-petition invoices, which retainer shall be replenished to the original retainer amount, and thereafter, the Claims and Noticing Agent may hold its retainer under the Services Agreement during the chapter 11 cases as security for the payment of fees and expenses under the Services Agreement.

12. The Debtors shall indemnify the Claims and Noticing Agent under the terms of the Services Agreement.

13. All requests by the Claims and Noticing Agent for the payment of indemnification as set forth in the Services Agreement shall be made by means of an application to the Court and shall be subject to review by the Court to ensure that payment of such indemnity conforms to the terms of the Services Agreement and is reasonable under the circumstances of the litigation or settlement in respect of which indemnity is sought, provided however, that in no event shall the Claims and Noticing Agent be indemnified in the case of its own bad-faith, self-dealing, breach of fiduciary duty (if any), gross negligence or willful misconduct.

14. In the event that the Claims and Noticing Agent seeks reimbursement from the Debtors for attorneys' fees and expenses in connection with the payment of an indemnity claim pursuant to the Services Agreement, the invoices and supporting time records for the attorneys' fees and expenses shall be included in Claims and Noticing Agent's own applications, both interim and final, but determined by this Court after notice and a hearing.

15. In the event the Claims and Noticing Agent is unable to provide the services set out in this Order, the Claims and Noticing Agent will immediately notify the Clerk and Debtors'

counsel and cause to have all original proofs of claim and computer information turned over to another claims and noticing agent with the advice and consent of the Clerk and the Debtors' counsel.

16. The Claims and Noticing Agent shall not cease providing the Claims and Noticing Services during these cases for any reason without prior order of the Court authorizing the Claims and Noticing Agent to do so; *provided* that the Claims and Noticing Agent may seek such an order on expedited notice by filing a request with the Court with notice of such request to be served on the Debtors, the Office of the U.S. Trustee, and any official committee of creditors appointed, if any, in these cases by facsimile or overnight delivery; *provided further*, that except as expressly provided herein, the Debtors and the Claims and Noticing Agent may otherwise terminate or suspend other services as provided under the Services Agreement.

17. After entry of an order terminating the Claims and Noticing Agent's services, upon the closing of these cases, or for any other reason, the Claims and Noticing Agent shall be responsible for archiving all proofs of claim with the Federal Archives Record Administration, if applicable, and shall be compensated by the Debtors in connection therewith.

18. In the event of any inconsistency between the Services Agreement, the Application, and this Order, this Order shall govern.

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

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

21. The Debtors and the Claims and Noticing Agent are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with Application and Services Agreement.

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

New York, New York

Dated: \_\_\_\_\_, 2017

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UNITED STATES BANKRUPTCY JUDGE

**EXHIBIT B**

**Services Agreement**

## STANDARD CLAIMS ADMINISTRATION AND NOTICING AGREEMENT

### TERMS AND CONDITIONS

Donlin, Recano & Company, Inc. (hereinafter called "DRC") agrees to provide BCBG Max Azria Global Holdings, LLC, including but not limited to any and all bankruptcy cases filed by any affiliate of BCBG Max Azria Global Holdings, LLC (hereinafter called the "Client") and Client agrees to purchase Services, (as defined below) upon the terms and conditions and other provisions stated herein. Client agrees and understands that none of the services constitute legal advice.

**1. SERVICES:** DRC agrees to provide the Client with consulting services regarding noticing and claims management and reconciliation, and any other services agreed upon by the parties or otherwise required by applicable law, government regulations, or court rules or orders. A more detailed description of the types of services offered by DRC, as well as the fees charged for such services, is annexed hereto as Schedule A.

**2. CHARGES:** All charges shall be based upon the time and materials incurred by DRC, billed at the DRC then prevailing standard rate unless another rate schedule is specifically and mutually agreed upon herein. DRC reserves its rights to adjust its standard rates in January of each year to reflect changes in the business and economic environment. In the event that rates are based other than on time and materials, and such other basis for rates is set forth herein, the Client agrees to pay, in addition to those rates, for all charges, incurred by DRC as a result of Client error or omission as determined by DRC. Such charges shall include but shall not be limited to re-runs and any additional clerical work, phone calls, travel expenses, or any other disbursements. When possible, DRC will notify Client in advance of any additional charges. Checks are accepted subject to collection and the date of collection shall be deemed the date of payment. Any check received from Client may be applied by DRC against any obligation owing by Client to DRC, and an acceptance by DRC of any partial payment shall not constitute a waiver of DRC's right to pursue the collection of any remaining balance. DRC requires advance deposits for all noticing, newspaper publishing or other significant expenditures as defined by DRC. In addition, Client shall reimburse DRC for all actual out-of-pocket expenses reasonably incurred by DRC. The out-of-pocket expenses may include, but are not limited to, postage, delivery services, travel, meals and other similar costs and expenses. In addition to all charges for services and materials hereunder, Client shall pay to DRC all taxes, however designated, levied or based that are applicable to this Agreement or are measured directly by payments made under this Agreement and are required to be collected by DRC or paid by DRC to taxing authorities. This provision, includes but is not limited to, sales, use and excise taxes, but does not include personal property taxes or taxes based on net income. In the event the Client files for protection pursuant to chapter 11 of title 11 of the United States Code, the parties intend that DRC shall be employed pursuant to 28 U.S.C §156(c), and that all fees and expenses due under this agreement shall be paid as administrative expenses of the Client's chapter 11 estate(s). In the event the Client's bankruptcy case(s) is converted to a chapter 7 case(s), any unpaid fees and costs with respect to this Agreement shall be treated as a chapter 11 administrative expense claim.

**3. TRANSPORTATION OF DATA:** Data submitted by the Client to DRC for processing shall be transported at the Client's risk and expense to and from the DRC office. In the event the Client fails to deliver the input data to DRC at the time scheduled, the Client agrees that DRC may extend, as necessary, the time for the completion of processing of such data. Client further agrees that the time for the completion or processing of such data may be extended because of the following holidays in addition to any Bank holidays recognized in the city in which DRC is located: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. In any event, DRC does not warrant or represent that shipment or availability dates will be met, but will use its best efforts to do so. If DRC is required to stay open to perform required tasks on such days, an additional mutually agreed upon cost may be required by DRC.

**4. EVERGREEN RETAINER & INVOICES:** At the commencement of this engagement, the Client shall pay to DRC an advance payment retainer (the "Retainer") in the amount of \$40,000. The Retainer shall be an "evergreen" retainer and shall be applied to the payment of the final invoice from DRC for this engagement. DRC may apply the Retainer to any other invoice in its absolute discretion, and upon notice thereof from DRC, the Client shall replenish the Retainer. Invoices for pre-petition services shall be paid in full, and may be satisfied, in the absolute discretion of DRC, out of the Retainer, which shall be replenished upon notice thereof to the Client. DRC, in its absolute discretion, may suspend or discontinue services after filing of a petition if pre-petition invoices are not paid in full, or if the Retainer is not replenished when request therefore is made. DRC may require the Client to increase the Retainer if the average amount of monthly invoices for three consecutive months is 10% greater than the amount of the Retainer. Client shall pay the charges set forth in Schedule A, attached hereto. DRC shall invoice the Client monthly for all services rendered during the preceding month. Charges for a partial month's service shall be prorated based on a thirty (30) day month. Terms are net 20 days following the date of billing. Failure to pay any fees, costs or other amounts to DRC shall be a breach of this Agreement (a "Failure to Pay"). Notwithstanding anything else contained in this Agreement, in the event of a Failure to Pay, DRC reserves the right to withhold reports and materials of the Client, in addition to all other remedies available to DRC. Upon a Failure to Pay, DRC may assess a late charge at a rate of one and one-half percent (1-1/2%) per month or the highest rate permitted by law, whichever is less, on all unpaid amounts until paid in full. DRC shall also have the right, at its option, to terminate this agreement for non payment of invoices after 30 days from the date unpaid invoices are rendered (a "Non-Payment Breach"). If the invoice amount is disputed, notice shall be given to DRC within ten (10) days of receipt of the invoice by the Client. The undisputed portion of the invoice will remain due and payable. Late charges shall not accrue on any amounts in dispute. Notwithstanding anything contained in this agreement to the contrary, a Failure to Pay shall under no circumstances be construed as an agreement by DRC to reduce or waive DRC's fees and expenses. The Client shall not agree or otherwise consent to a unilateral reduction or waiver of DRC fees and expenses without the explicit written consent of DRC and any such agreement or consent to such reduction or waiver by the Client without DRC's explicit written consent shall be deemed null and void and constitute a breach of this Agreement (a "Material Breach"). Notwithstanding anything contained in this agreement to the contrary, upon the occurrence of a Material Breach, DRC shall have the right, at its option, to terminate this agreement upon five (5) business days notice to the Client.

**5. STORAGE:** Client shall assume the risks and DRC shall not be responsible for any damages, liability or expenses incurred in connection with any delay in delivery of or damage to cards, disks, magnetic tapes or any input data furnished by Client unless DRC has agreed in writing to assume such responsibility. Forms storage at DRC beyond a normal 90 day supply will be billed at standard warehousing rates established by DRC.

**6. E-MAIL COMMUNICATIONS:** DRC and the Client and its agents acknowledge that they may wish to communicate electronically with each other at a business e-mail address. However, the electronic transmission of information cannot be guaranteed to be secure or error free and such information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete or otherwise be adversely affected or unsafe to use. Accordingly, each party agrees to use commercially reasonable procedures to check for the then most commonly known viruses and to check the integrity of data before sending information to the other electronically, but each party recognizes that such procedures cannot be a guarantee that transmissions will be virus-free. It remains the responsibility of the party receiving an electronic communication from the other to carry out a virus check on any attachments before launching any documents, whether received on disk or otherwise.

**7. SUPPLIES:** All supplies shall be furnished at Client's expense.

**8. WARRANTY AND RELIANCE:** Client acknowledges and agrees that DRC will take direction from the Client's representatives, employees, agents and/or professionals (collectively, the "Client Parties") with respect to services being provided under this Agreement. Client and DRC agree that DRC may rely upon, and the

Client agrees to be bound by, any requests, advice or information provided by the Client Parties to the same extent as if such requests, advice or information were provided by the Client. DRC shall have the right to rely on the accuracy of all data provided by the Client and the Client Parties to DRC. Client is responsible for the accuracy of all programs, data and other information it submits to DRC. The DRC warranty under this agreement shall be limited to the re-running at its expense, of any inaccurate reports provided that such inaccuracies were caused solely as a result of performance hereunder and provided further that DRC shall receive written notice of such inaccuracies within thirty (30) days of delivery of such report. If said notice is not made to DRC within the prescribed time limit Client is due and liable for all charges. Client agrees that the foregoing constitutes the exclusive remedy available to it.

**9. TERM:** This agreement shall be effective from the date upon which it is accepted by DRC as set forth herein and shall remain in force until terminated by either party upon thirty days' written notice to the other party or by DRC upon occurrence of a Non-Payment Breach or a Material Breach, as defined in paragraph 4 above. In the event that a chapter 7 trustee, chapter 11 trustee or chapter 11 liquidating trustee is appointed, this agreement will remain in effect until an order of the Bankruptcy Court is entered discharging DRC from service and responsibility under this Agreement. The payment obligation and the indemnity obligation set forth in sections 4 and 11 herein, respectively, shall survive termination of this Agreement. In the event this Agreement is terminated, DRC shall coordinate with the Client and, to the extent applicable, the Office of the Clerk of the Bankruptcy Court, for an orderly transfer of record keeping functions and shall provide all necessary staff, services and assistance required for such orderly transfer. Client agrees to pay for such services in accordance with DRC's then existing fees for such services. If termination of this Agreement occurs following entry of an order by the Bankruptcy Court approving DRC's retention under 28 U.S.C. § 156 (c), then the Client shall immediately seek entry of an order (in form and substance reasonably acceptable to DRC) that discharges DRC from service and responsibility under this Agreement and 28 U.S.C. § 156 (c).

**10. TERMS OF AGREEMENT:** The terms of this Agreement prevail over any and all terms contained in Client's purchase order or authorization and no waiver, discharge, or modification of the terms of this Agreement shall bind DRC unless in writing and signed by an authorized representative of DRC.

**11. INDEMNIFICATION:** The Client shall indemnify and hold DRC and its affiliates, officers, directors, agents, employees, consultants, and subcontractors (collectively, the "Indemnified Parties") harmless, to the fullest extent permitted by applicable law, from and against any and all losses, claims, damages, liabilities, costs, obligations, judgments, causes of action, charges (including, without limitation, costs of preparation and attorneys' fees) and expenses as incurred (collectively, "Losses"), arising out of or relating to (a) this Agreement or DRC's rendering of services pursuant hereto (including any erroneous instructions or information provided to DRC by the Client or the Client Parties for use in providing services under this Agreement), (b) any breach or alleged breach of this Agreement by Client, or (c) any negligence or willful or reckless actions or misconduct of Client or Client Parties with respect to this Agreement, other than Losses resulting solely from DRC's gross negligence or willful misconduct. Without limiting the generality of the foregoing, "Losses" includes any liabilities resulting from claims by third persons against any Indemnified Parties. The Client shall notify DRC in writing promptly of the institution, threat or assertion of any claim of which the Client is aware with respect to the services provided by DRC under this Agreement. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of DRC and shall survive the termination of this Agreement until the expiration of all applicable statutes of limitation with respect to DRC's liabilities.

**12. CONFIDENTIALITY:** Each of DRC and the Client, on behalf of themselves and their respective employees, agents, professionals and representatives, agrees to keep confidential all non-public records, systems, procedures, software and other information received from the other party in connection with the services provided under this Agreement; provided, however, that if either party reasonably believes that it is required to produce any such information by order of any governmental agency or other regulatory body, it may,



upon not less than five (5) business days' written notice to the other party, release the required information.

**13. OWNERSHIP OF PROGRAMS:** Unless otherwise agreed in writing, all programs developed by DRC in connection with any services to be performed under this Agreement shall remain the sole property of DRC. All programs and/or systems documentation in the possession of DRC which DRC has agreed in writing to return to the Client, prepared for the Client by DRC, shall be returned to the Client upon demand providing all charges for such programming and/or systems documentation have been paid in full.

**14. SYSTEMS IMPROVEMENTS:** DRC's policy is to provide continuous improvements in the quality of service to its clients. DRC, therefore, reserves the right to make changes in operating procedures, operating systems, programming languages, application programs, time period of accessibility, equipment, and the DRC data center serving the Client, so long as any such changes do not materially interfere with ongoing services provided to the Client in connection with the Client's chapter 11 case.

**15. UNUSUAL MEASURES:** Where the Client requires measures that are unusual and beyond the normal business practice and hours of DRC such as, but not limited to, CPA Audit, Errors and Omissions Insurance, and/or Off-Premises Storage of Data, the cost of such measures, if provided by DRC, shall be charged to the Client. Said charges may be required in advance if DRC deems it appropriate.

**16. JURISDICTION.** In the event that Client commences a case under title 11 of the United States Code, this Agreement shall be subject to approval by the United States Bankruptcy Court for the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court") and such court shall retain jurisdiction over all matters regarding this Agreement.

**17. FORCE MAJEURE.** Whenever performance by DRC of any of its obligations hereunder is substantially prevented by reason of any act of God, strike, lock out or other industrial or transportational disturbance, fire, lack of materials, law, regulation or ordinance, war or war conditions, or by reasons of any other matter beyond DRC's reasonable control, then such performance shall be excused and this Agreement shall be deemed suspended during the continuation of such prevention and for a reasonable time thereafter.

**18. NOTICE.** Any notice or other communication required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier. Any such notice shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in the United States mail, or, if sent by overnight courier, one business day after delivery to such courier, as follows: if to DRC, to Donlin, Recano & Company, Inc., 6201 15<sup>th</sup> Avenue, Brooklyn, NY 11219, Attention: Alexander Leventhal, Esq.; if to the Client, to James H.M. Sprayregen, P.C. and Benjamin M. Rhode, Kirkland & Ellis, LLP, 300 North LaSalle, Chicago, IL, 60654 and Joshua A. Sussberg, P.C. and Christopher J. Marcus, P.C., Kirkland & Ellis, 601 Lexington Avenue, New York, NY, 10022.

**19. GOVERNING LAW.** This Agreement will be governed by and construed in accordance with the laws of the State of New York (without reference to its conflict of laws provisions).

**20. SEVERABILITY.** All clauses and covenants contained in this Agreement are severable and in the event any of them are held to be invalid by any court, such clause or covenant shall be valid and enforced to the maximum extent as to which it may be valid and enforceable, and this Agreement will be interpreted as if such invalid clauses or covenants were not contained herein.

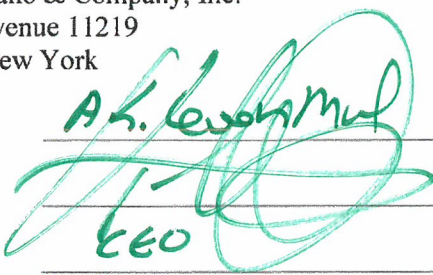
**Donlin, Recano & Company, Inc.**

21. **ASSIGNMENT.** This Agreement and the rights and obligations of DRC and the Client hereunder shall bind and inure to the benefit of any successors or assigns thereto.

22. **GENERAL:** The terms and conditions of this Agreement may be modified by DRC upon one (1) month's prior written notice to Client. Client will not employ any DRC employee within two (2) years from the termination of this Agreement. The term "this Agreement" as used herein includes any future written amendments, modifications, supplements or schedules duly executed by Client and DRC. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one in the same instrument. A facsimile copy, photocopy or imaged copy of this Agreement shall be considered an original copy. The Client shall file an application with the Bankruptcy Court seeking approval of this Agreement (the "Application"), the form and substance of which shall be reasonably acceptable to DRC. If an order is entered approving such Application (the "Order"), any discrepancies between this Agreement, the Application and the Order shall be controlled by the Application and Order.

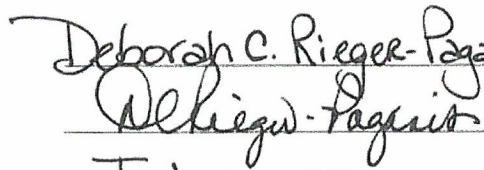
Accepted and Approved:

Donlin, Recano & Company, Inc.  
1601 15<sup>th</sup> Avenue 11219  
Brooklyn, New York

By:   
Signature: \_\_\_\_\_  
Title: CEO  
Date: 2/27/17

Accepted and Approved:

BCBG Max Azria Global Holdings LLC  
2761 Fruitland Avenue  
Vernon, CA 90058

By: Deborah C. Rieger-Paganis  
Signature:   
Title: Interim CFO  
Date: 2/29/17

This Agreement is subject to the terms and conditions set forth herein. Client acknowledges reading and understanding it and agrees to be bound by its terms and conditions and further agrees that it is the complete and exclusive statement of the Agreement between the parties, which supersedes all proposals oral or written and other prior communications between the parties relating to the subject matter of this Agreement.

**Donlin, Recano & Company, Inc.**

**SCHEDULE A**  
**BCBG Max Azria Global Holdings, LLC**  
**Fee Schedule**

<b>Professional Service</b>	<b>Hourly Rates</b>
Senior Bankruptcy Consultant	\$175
Case Manager	\$140
Technology/Programming Consultant	\$110
Consultant/Analyst	\$90
Clerical	\$45
<b>Noticing Service</b>	
Laser Printing/ Photocopies	\$.08 per Image
Personalization/ Labels	WAIVED
Fax (Incoming)	WAIVED
Fax Noticing	\$.08 per Page
Postage and Overnight Delivery	At Cost
Electronic Noticing	Waived
Publication Services	At Cost
<b>Solicitation, Balloting, Schedule/SOFA</b>	
Print and Mail Ballots/Plan Disbursements	Print/hourly fees above – Plan/DS media varies
Set-up Tabulation & Vote Verification	\$90 - \$175 as needed
Public Securities Solicitation	\$90 - \$195 per Hour if needed
Schedule/SOFA preparation	\$90 - \$195 per Hour
<b>Claims Docketing and Management</b>	
Website Development	\$90 per Hour
Web Hosting	WAIVED
Creditor Data Storage/ Electronic Document Storage (PDF/JPG)	\$.05 per record
Document Imaging	\$.08 per Image
Electronic Claims filing	No Set-up charge or per claim charge
<b>Data Room Services</b>	
DRC DocuLinks™ Virtual Data Room Services	Hosting WAIVED
Data Room Development	\$90 per Hour
<b>Miscellaneous</b>	
Out-of-Pocket Expenses (including any required travel)	At Cost
Call Center Operators	\$65 per hour
Automated Call Center options	Quoted Upon Request

**EXHIBIT C**

**Tomforde Declaration**

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> , <sup>1</sup>	)	Case No. 17-10466 (___)
	)	
Debtors.	)	(Joint Administration Requested)
	)	

**DECLARATION OF ROLAND TOMFORDE IN SUPPORT OF DEBTORS’  
APPLICATION FOR ENTRY OF AN ORDER PURSUANT TO 28 U.S.C. § 156(C)  
APPROVING THE APPOINTMENT AND RETENTION OF DONLIN, RECANO &  
COMPANY, INC. AS THE CLAIMS AND NOTICING AGENT TO THE DEBTORS,  
EFFECTIVE *NUNC PRO TUNC* TO THE PETITION DATE**

I, Roland Tomforde under penalty of perjury, declare as follows:

1. I am the Chief Operating Officer of Donlin, Recano & Company, Inc. (“Donlin Recano”), a Chapter 11 administrative services firm, whose offices are located at 6201 15<sup>th</sup> Avenue, Brooklyn, New York 11219.

2. I submit this declaration in support of the *Debtors’ Application for Entry of an Order Pursuant to 28 U.S.C. § 156(c) Approving the Appointment and Retention of Donlin,*

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<sup>1</sup> 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.

*Recano & Company, Inc. as the Claims and Noticing Agent to the Debtors, Effective Nunc Pro Tunc to the Petition Date* (the “Section 156(c) Application”).<sup>2</sup> Except as otherwise noted, I have personal knowledge of the facts contained in this Declaration.

3. As custodian of the Court’s records pursuant to 28 U.S.C. § 156(c), Donlin Recano will perform, at the request of the Office of the Clerk of the Court (the “Clerk”), the noticing and claims related services specified in the Section 156(c) Application and the Services Agreement. In addition, at the Debtors’ request, Donlin Recano will perform such other noticing, claims, administrative, technical and support services specified in the Section 156(c) Application and the Services Agreement.

4. Donlin Recano is one of the country’s leading Chapter 11 administrators, with experience in noticing, claims administration, and facilitating other administrative aspects of chapter 11 cases. Donlin Recano has provided identical or substantially similar services in other chapter 11 cases filed in this District and elsewhere, including, among others: *In re The Big Apple Circus, Ltd.*, Case No. 16-13297 (SHL) (Bankr. S.D.N.Y. 2016); *In re Transmar Commodity Group Ltd.*, Case No. 16-13625 (JLG) (Bankr. S.D.N.Y. 2016); *In re Relativity Fashion, LLC*, Case No. 15-11989 (MEW) (Bankr. S.D.N.Y. 2015); *In re Excel Maritime Carriers Ltd.*, Case No. 13-23060 (RDD) (Bankr. S.D.N.Y. 2013); *In re Daffy’s, Inc.*, Case No. 12-13312 (MG) (Bankr. S.D.N.Y. 2012); *In re United Retail Group, Inc.*, Case No. 12-10405 (SMB) (Bankr. S.D.N.Y. 2011); *In re Credit-Based Asset Servicing and Securitization LLC*, Case No. 10-16040 (ALG) (Bankr. S.D.N.Y. 2010); *In re Metro Goldwyn-Mayer Studios Inc.*, Case No. 10-15774 (SMB) (Bankr. S.D.N.Y. 2010); *In re Graphics Properties Holdings, Inc.*

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<sup>2</sup> Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Section 156(c) Application.

(f/k/a *Silicon Graphics, Inc.*), Case No. 09-11701 (MG) (Bankr. S.D.N.Y. 2009); *In re Quebecor World (USA) Inc., et al.*, Case No. 08-10152 (JMP) (Bankr. S.D.N.Y. 2008); *In re Ciena Capital LLC*, Case No. 08-13783 (AJG) (Bankr. S.D.N.Y. 2008); *In re M. Fabrikant & Sons, Inc.*, Case No. 06-12737 (SMB) (Bankr. S.D.N.Y. 2006); *In re New York Westchester Square Medical Center*, Case No. 06-13050 (SMB) (Bankr. S.D.N.Y. 2006).<sup>3</sup>

5. Donlin Recano represents, among other things, that:

- (a) it will not consider itself employed by the United States government and shall not seek any compensation from the United States government in its capacity as the claims and noticing agent in these chapter 11 cases;
- (b) by accepting employment in these chapter 11 cases, Donlin Recano waives any right to receive compensation from the United States government in its capacity as the claims and noticing agent in these chapter 11 cases;
- (c) in its capacity as the claims and noticing agent in these chapter 11 cases, it is not an agent of the United States and is not acting on behalf of the United States; and
- (d) it will not employ any past or present employees of the Debtors in connection with its work as the notice and claims agent in these chapter 11 cases.

6. To the best of my knowledge and belief, and based solely upon information provided to me by the Debtors, and except as provided herein, neither Donlin Recano, nor any employee of Donlin Recano, holds nor represents any interest materially adverse to the Debtors, their estates or their creditors with respect to matters upon which Donlin Recano is to be engaged.

7. To the best of my knowledge and belief, and based solely upon information provided to me by the Debtors and except as provided herein, neither Donlin Recano, nor any

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<sup>3</sup> Because of the voluminous nature of the order cited herein, such orders have not been attached to this motion. Copies of these orders are available upon request to the Debtors' proposed counsel.

employee of Donlin Recano, has any materially adverse connections to the Debtors, their creditors or equity interest holders, or other relevant parties, their respective attorneys and accountants, any United States Bankruptcy Judge for the Southern District of New York, the United States Trustee for the Southern District of New York, or any person employed by that office of the United States Trustee, that would conflict with the scope of Donlin Recano's retention or would create any interest adverse to the Debtors' estates or any other party-in-interest.

8. The Debtors have thousands of creditors and, from time to time, Donlin Recano may have represented certain of those creditors in completely unrelated matters. Proposed bankruptcy counsel for the Debtors has provided me with a list of the Debtors' creditors and other parties-in-interest (the "Conflicts List"), a copy of which is attached hereto as **Schedule 1**, that it received from the Debtors. I have caused an examination of these records to be made to determine which, if any, of the parties on the Conflicts List, Donlin Recano may have represented in the past or may be representing at the present time in totally unrelated matters. This search has disclosed that, to the best of my present knowledge, Donlin Recano has not in the past and is not currently representing any of the parties on the Conflicts List.

9. In addition, Donlin Recano has identified numerous vendors appearing on the Conflicts List that are also vendors of Donlin Recano, but Donlin Recano has not in the past, and is not currently, representing any of those vendors.

10. Certain of Donlin Recano's professionals were formerly employed by firms that may be creditors or may provide professional services to parties in interest in these cases. Such firms include Paul Hastings LLP; Paul, Weiss, Rifkind, Wharton & Garrison, LLP; Kaye Scholer LLP; Skadden, Arps, Slate, Meagher & Flom LLP; Sheppard, Mullin, Richter & Hampton LLP;



Baker & McKenzie LLP; Clifford Chance, Hughes Hubbard & Reed LLP; Davis Polk & Wardwell LLP; Leven Neale, Bender, Yoo & Brill LLP; Law Offices of David Carlebach; Blank Rome LLP; Anderson Kill; Willkie Farr & Gallagher LLP; Dechert LLP; Pryor Cashman LLP; Schulte Roth & Zabel LLP; Kurtzman Carson Consultants LLC; Epiq Bankruptcy Solutions, LLC; Rust Omni; Wells Fargo Bank; Alix Partners, LLC; IBM Corporation; Accountemps; and AT&T. Except as disclosed herein, these professionals did not work on any matters involving the Debtors while employed by their previous firms. Moreover, these professionals were not employed by their previous firms when these chapter 11 cases were filed.

11. Donlin Recano is an affiliate of American Stock Transfer & Trust Company, LLC (“AST”). AST is a global financial communications and stakeholder management company. Within the AST corporate structure, Donlin Recano operates as a separate and independent legal entity. Given the legal and operational separateness of Donlin Recano from AST, Donlin Recano does not believe that any relationships that AST and its affiliates maintain would create an interest of Donlin Recano that would be materially adverse to the Debtors’ estates or any class of creditors or equity security holders.

12. There may be other creditors of the Debtors, that Donlin Recano may have or may be presently representing, but in no event is Donlin Recano representing any other creditor with respect to the Debtors’ bankruptcy proceeding. To the extent I become aware of Donlin Recano having represented any other creditors of the Debtors, I will file a supplemental declaration advising the Court of the same. To the extent that Donlin Recano discovers any facts bearing on matters described herein, Donlin Recano will supplement the information contained herein.

13. Notwithstanding anything contained herein, as part of its diverse business, Donlin Recano is the noticing, claims, and balloting agent for debtors in numerous cases involving many

different creditors (including taxing authorities), professionals (including attorneys, accountants, investment bankers, and financial consultants), some of which may be creditors or represent creditors and parties-in-interest in these chapter 11 cases. In addition, Donlin Recano has in the past and will likely in the future continue working with or against other professionals involved in these chapter 11 cases in matters unrelated to these chapter 11 cases. Based upon my current knowledge of the parties involved, and to the best of my knowledge, none of these business relations constitute interests adverse to that of the creditors, or the Debtors' estates, with respect to the matter upon which Donlin Recano is to be engaged. Additionally, Donlin Recano employees may, in the ordinary course of their personal affairs, have relationships with certain creditors of the Debtors. However, to the best of my knowledge, such relationships, to the extent they exist, are of a personal nature and completely unrelated to these chapter 11 cases.

14. Based upon the information available to me, I believe that Donlin Recano is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code, in that Donlin Recano and its personnel: (a) are not creditors, equity security holders or insiders of the Debtors; (b) are not and were not, within two years before the date of the filing of these cases, a director, officer or employee of the Debtor; and (c) do not have an interest materially adverse to the interests of the Debtors' estates or any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the Debtors. Prior to the filing of the chapter 11 cases, the Debtors paid Donlin Recano a retainer of \$40,000.00.

15. In performing the services identified above, Donlin Recano will charge the rates set forth in Schedule A to the Services Agreement annexed to the Section 156(c) Application as **Exhibit B**. The rates set forth therein are as favorable and reasonable as the prices Donlin

Recano charges in cases in which it has been retained to perform similar bankruptcy related services.

*[Remainder of page intentionally left blank]*

16. Donlin Recano will comply with all requests of the Clerk's Office and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c).

Dated: March 1, 2017

/s/ Roland Tomforde  
Roland Tomforde  
Chief Operating Officer  
Donlin, Recano & Company, Inc.

**Schedule 1**

**Potential Parties in Interest**

## **SCHEDULE 1**

### **List of Schedules**

<b><u>Schedule</u></b>	<b><u>Category</u></b>
1(a)	Debtor Affiliates
1(b)	Current and Former Officers and Directors
1(c)	Case Professionals
1(d)	Contract and Lease Counterparties
1(e)	Equity Holders
1(f)	Insurers
1(g)	Judges
1(h)	Largest Unsecured Creditors
1(i)	Lenders
1(j)	Litigation Counterparties
1(k)	US Trustee
1(l)	Utilities
1(m)	Vendors

## **SCHEDULE 1(a)**

### **Debtor Affiliates**

BCBG International Hong Kong Limited  
BCBG Italia S.R.L.  
BCBG Max Azria B.V.  
BCBG Max Azria Belgium, SA  
BCBG Max Azria Canada, Inc.  
BCBG Max Azria Group Europe Holdings, Sarl  
BCBG Max Azria Group Germany  
BCBG Max Azria Group, LLC  
BCBG Max Azria Group, Sas (Fr) Princesa, Sarl  
BCBG Max Azria Iberia S.A.  
BCBG Max Azria Intermediate Holdings, LLC  
BCBG Max Azria Japan Co., Ltd.  
BCBG Max Azria Milano S.R.L.  
BCBG Max Azria Morocco  
BCBG Max Azria Switzerland  
BCBG Max Azria UK  
BCBG Maxazria International Holdings, Inc.  
Don Algodon, S.A.  
Dorotennis  
La Tour, Sarl  
Max Rave, Llc  
Mjf Hungaria Kft  
Mla Multibrand Holdings, LLC  
Princesa, Sarl  
Twigy Fashion, S.A.

## **SCHEDULE 1(b)**

### **Current and Former Officers and Directors**

Azria, Lubov  
Azria, Max  
Bloom, Matthew  
Nussbaum, Bennett  
Patel, Homi  
Rosenberg, Robert  
Rosenfield, Andrew  
Staff, Marty



## **SCHEDULE 1(c)**

### **Case Professionals**

A&G Realty Partners LLC  
AlixPartners LLP  
Jefferies LLC  
Morgan Lewis & Bockius LLP  
Weil Gotshal & Manges LLP

## SCHEDULE 1(d)

### Contract and Lease Counterparties

1450 Broadway LLC	Biltmore Shopping Center Partners LLC
155 West 68th Street Associates LLC	Birch Run Outlets II LLC
168 Fifth Avenue Realty Corp.	Bloomfield Holdings LLC
1714 North Damen Avenue	Bloomington's Inc.
2140 North Halsted Partnership	Borderfree Inc.
2141 North Halsted Partnership	Boulevard Invest LLC
237-243 Worth Avenue LP	Braintree Property Associates LP
2700 East Carson St. Associates LP	Bridgewater Commons Mall II LLC
2761 Fruitland Ave LLC	BurrellesLuce Services LLC
3210 M Street LLC	BV CenterCal LLC
401(k) Advisors Inc.	Century City Mall LLC
411 Master Mind LLC	Cescal Brands S.A.
738 Lincoln Road LLC	Chelsea Allen Development LP
Aaron Israel Declaration of Trust dated 10/26/99	Chelsea Financing Partnership LP
ABQ Uptown LLC	Chelsea Las Vegas Holdings LLC
Academy Fire Life Safety LLC	Chelsea Limerick Holdings LLC
Acadia Gold Coast LLC	Chelsea Monroe Holdings LLC
AD Pembroke Land Co. LLC	Chelsea Orlando Development LP
ADP LLC	Chelsea Pocono Finance LLC
Americana at Brand LLC, The	Cherry Hill Center LLC
AmericasMart Real Estate LLC	Chesapeake System Solutions Inc.
Amey Enterprises Inc.	Christina America Inc. d/b/a Trimera Group
Anthem Blue Cross Life & Health Insurance Co.	Cigna Health & Life Insurance Co.
Apex Logistics International Inc.	Cityplace Retail LLC
Aptos Inc.	Civil Demand Associates Inc.
ARAG Insurance Co.	Clear Vision Optical Co. Inc.
Arundel Mills LP	Climatec LLC
AT&T	Collection XIIX Ltd.
Atlantic City Associates Number Two (S-1) LLC	Columbus Consulting International LLC
Attitude Concept Group S.A. de C.V.	Concept Air Conditioning & Refrigeration Inc.
Avalon North LLC	Concept Development Trading
Aventura Mall Venture	Concrete Media Ltd.
Azria Family Trust	Contract Datascan LP
Azria, Lubov	Copley Place Associates LLC
Azria, Mardochee	COROC/Park City LLC
Bayer Retail Co. IV LLC	CP Commercial Delaware LLC
Beachwood Place Mall LLC	CPG Carlsbad Holdings LLC
Bellevue Square Managers Inc.	CPG Finance II LLC
Bellwether Properties of Massachusetts LP	CPG Houston Holdings LP
BFF Commercial Trading Investment LLC	CPG Mercedes LP
	CPG Partners LP
	CPG Round Rock LP

CPG Tinton Falls Urban Renewal LLC  
Craig Realty Group Anthem LP  
Craig Realty Group Citadel LLC  
Craig Realty Group Woodburn LLC  
Cross Fire & Security Co. Inc.  
Culver City Mall LP  
Curalate Inc.  
Data Specialties Inc.  
Deer Park Enterprise LLC  
Del Amo Fashion Center Operating Co.  
LLC  
Demandware Inc.  
Destiny USA Holdings LLC  
DHL Express  
Dillard's Inc.  
Dolphin Mall Associates LLC  
Domain Shopping Center LP, The  
Dorcuper S.A.  
DTRS St. Francis LLC  
DutyCalc Data Systems  
eBay Enterprise Marketing Solutions Inc.  
Eight Lions Corp.  
Eklecco Newco LLC  
El Paso Outlet Center LLC  
Elizabeth Arden Inc.  
Emporium Development LLC  
Fairfax Co. of Virginia LLC  
Falls Shopping Center Associates LLC, The  
Fashion Centre Associates LLC  
Fashion Franchising Group SAS  
Fashion Outlet of Las Vegas LLC  
Fashion Outlets of Chicago LLC  
Fashion Show Mall LLC  
Fashion Valley Mall LLC  
Federal Express  
Fig Enterprises Inc.  
FlexPrint Inc.  
Fom Puerto Rico S.E.  
Forbes Taubman Orlando LLC  
Forbes/Cohen Florida Properties LP  
Forum Shops LLC  
Franklin Mills Associates LP  
Friedland, Lawrence  
Friedland, Melvin  
FRIT San Jose Town & Country Village  
LLC  
Gaffney Outlets LLC  
Galleria Mall Investors LP  
Galleria Shopping Center LLC  
Gallop Solutions Inc.  
Galo Shoes Inc.  
General Cleaning Services  
General Information Services Inc.  
General Growth Properties  
Gerber Technology  
GetThere LP  
GGP Ala Moana LLC  
GGP Inc.  
Gilroy Premium Outlets LLC  
Glendale I Mall Associates LLC  
Glendale II Mall Associates LLC  
Gokse Tekstil Ic Ve Dis Ticaret Ltd. Sirketi  
GPO Delaware LLC  
Grand Canal Shops II LLC  
Grand Prairie Premium Outlets LP  
Great Lakes Building Systems  
Green 461 Fifth Lessee LLC  
Green Hills Mall TRG LLC  
Greenberg Family Trust  
Grove City Factory Shops LP  
Gulf Coast Factory Shops LP  
Gulfport Factory Shops LP  
Halevi Ventures  
Hangzhou Alimama Software Service Co.  
Ltd.  
Hart Wailea LLC  
HG Galleria LLC  
HiFu Services Inc.  
Highwoods Realty LP  
Horton Plaza  
Houston Pavilions LP  
Hudson's Bay Co.  
Indi.com  
Innovstyle LLC  
International Fashion Group  
International Gateway Associates LLC  
Iron Mountain Inc.  
Irvine Company LLC, The  
Jamison California Market Center LP  
JG Elizabeth LLC  
Jim Falk Lexus of Beverly Hills  
K.C. Investment Co.

Keystone Florida Property Holding Corp.  
Kierland Residential/Retail I LLC  
King of Prussia Associates  
Krionos Inc.  
Kronos Inc.  
La Cantera Retail LP  
La Cienega Partners LP  
LaChambre Public Relations LLC  
Lee Outlets LLC  
Lennox National Account Service  
Lighthouse Place Premium Outlets LLC  
Lineargroup Philippines Inc.  
Livermore Premium Outlets LLC  
Loomis Armored US LLC  
Lord & Taylor LLC  
Los Tres S.A.  
LVP St. Augustine Outlets LLC  
Macerich La Cumbre LLC  
Macerich Niagara LLC  
Macerich Santa Monica LLC  
Macerich Westside LP  
Macy's Inc.  
Madison Bay Street LLC  
MailFinance  
Mall at Chestnut Hill LLC  
Mall at Potomac Mills LLC  
Map Active (Thailand) Ltd.  
Marina Waterside LLC  
MedArts Properties LP  
Metro One Loss Prevention Services Group  
Inc.  
Microsoft Corp.  
Milpitas Mills LP  
Miromar Outlet West LLC  
MOAC Mall Holdings LLC  
Monster Worldwide Inc.  
Montgomery Mall LLC  
Montgomery Management Co.  
Mystic Inc.  
Nationwide Cleaners Inc.  
New Wave Fragrances LLC  
Nomi Technologies Inc.  
Northpark Partners LP  
NS Mall Property LP  
NYAM LLC  
Oakbrook Shopping Center LLC  
Oakridge Mall LLC  
OK City Outlets LLC  
Old Orchard Urban Ltd.  
Opry Mills Mall LP  
Orkin Services of California Inc.  
Orlando Outlet Owner LLC  
Outlet Village of Hagerstown LP  
Pacwest Security Services  
Paseo Colorado Holdings LLC  
PCC/SB Las Americas LLC  
Penn Ross Joint Venture  
Perimeter Mall  
Perkins Rowe Associates II LLC  
PES Partners LLC  
Phoenix Premium Outlets LLC  
Pier Renaissance LP  
Pioneer Place LLC  
Pixel Media LLC  
Play Network Inc.  
Plaza Frontenac Acquisition LLC  
Plaza Internacional Puerto Rico LLC  
Plaza Las Americas Inc.  
PR Barceloneta LLC  
Premier Building Maintenance Inc  
Pribrand Group S.A.  
Prime Outlets at Pleasant Prairie II LLC  
Prime Outlets at San Marcos II LP  
ProView  
Prudential Retirement Insurance & Annuity  
Co.  
PSD Pacific Place LLC  
PT Mitra Adiperkasa  
Qwest Communications Co.  
Reliance Brands Ltd.  
Retail Affair SAL  
Retail Property Trust, The  
Rodeo Collection Ltd.  
Roseville Shoppingtown LLC  
Roth Bros Inc.  
Rouse SI Shopping Center LLC  
RSH (Middle East) LLC  
Ruthrauff Service LLC  
S1082 SPE LLC  
Sabre  
San Marcos Premium Outlets II  
Santa Anita Shoppingtown LP

Scarsdale Security Systems Inc.  
Schindler Elevator Corp.  
Scottsdale Fashion Square LLC  
SDG Fashion Mall LP  
SDI Industries Inc.  
Search Laboratory Inc.  
Sears Logistics Services Inc.  
Sears Roebuck & Co.  
Second Horizon Group LP  
Sherman Oaks Fashion Associates LP  
Shopatron  
Shopping Center Associates  
ShopRunner Inc.  
Shops & Garage at Canal Place LLC, The  
Shops at Mission Viejo LLC  
Shops at Summerlin North LP, The  
Short Hills Associates LLC  
Silver Sands Joint Venture Partners  
Simon Property Group  
Simon Property Group (Texas) LP  
Simon/Chelsea Chicago Development LLC  
Simon/Chelsea Las Vegas Development  
LLC  
Simon/Chelsea Orlando Development LP  
Simon/Woodmont Development LLC  
Simplex Grinnell  
Smart SKUs Inc. d/b/a INTURN  
Somerset Collection LP  
South Coast Plaza  
Southpark Mall LP  
SPG Center LLC  
St. Johns Town Center LLC  
Stanley Hunt DuPree & Rhine Inc.  
Stored Value Solutions  
Storepark LLC  
Sunrise Mills (MLP) LP  
TakeCare Insurance Co. Inc.  
Tampa Westshore Associates LP  
Tanbao China Holding Ltd  
Tanger Piedmont LLC  
Tanger Properties LP  
Tanger Properties Ltd.  
Taubman Auburn Hills Associates LP  
Taubman Cherry Creek Shopping Center  
LLC  
TB Mall at UTC LLC  
T-C Wisconsin Place Owner LLC  
TCF Equipment Finance Inc.  
Tealium Inc.  
Technical Connections Inc.  
ThyssenKrupp Elevator Corp.  
TM Stony Point Park LP  
TM Wellington Green Mall LP  
Town Center at Boca Raton Trust, The  
Town Square Ventures LP  
Towson TC LLC  
Trebbianno LLC  
TSLV LLC  
TWC Tucson LLC  
Twelve Oaks Mall LLC  
TWMB Associates LLC  
Tysons Galleria LLC  
UBI Apparel Inc. d/b/a Trimera Group  
United States, Government of the,  
Department of the Interior, Fish & Wildlife  
Service  
Unum Life Insurance Co. of America  
Upsellit.com  
Valencia Town Center Venture LP  
Vanderbilt MPD Corp.  
VCS Group LLC  
Velocity Technology Solutions Inc.  
VeriFone Inc.  
Veristream LLC  
Verizon Wireless  
Vero Beach Outlet LLC  
VIPShop International Holdings Ltd.  
Visa Inc.  
Vision Service Plan  
Voyage One Group Inc.  
Walt Whitman Mall LLC  
Warehouse Solutions Inc.  
Waterside Shops at Pelican Bay Trust  
West Coast Distribution  
West Coast Estates Ltd.  
West Farms Mall LLC  
Westchester Mall LLC  
Westfield San Francisco Centre  
Westfield Topanga Owner LP  
Westland Garden State Plaza LP  
Williamsburg Mazel LLC  
Willis Insurance Services of California

Wing Tai Clothing Private Ltd.  
Wing Tai Fashion SDN BHD  
Woodlands Mall Associates, The  
Yacht Haven USVI LLC  
Zhejiang Cainiao Supply Chain  
Management Co. Ltd.  
Zones Inc.

## **SCHEDULE 1(e)**

### **Equity Holders**

AZ6 LLC  
AZ6 Holdings Inc.  
Azria Enterprises Inc.  
Designer Apparel Dual Holding LLC  
Designer Apparel Dual Holdings BlockerCo LLC  
Midland National Life Insurance Co.  
Designer Apparel Dual Holdings LLC  
Fashion Funding II LLC  
Fashion Funding III LLC  
Fashion Funding LLC  
GPIM Lender Members  
Midland National Life Insurance Co.  
North American Co. for Life & Health Insurance  
Orpheus Holdings LLC  
SBC Funding LLC  
Security Benefit Life Insurance

## **SCHEDULE 1(f)**

### **Insurers**

Affiliated FM  
AIG  
Arch Insurance Group  
Chubb Group of Insurance  
Endurance American Specialty Insurance Company  
Fireman's Fund  
First Insurance of California Funding  
Great American Insurance Group  
Hanover Insurance Group  
IPFS Corp.  
Ironshore Specialty Insurance Co.  
Lexington Insurance Co.  
Lloyd's of London  
Ohio Casualty Insurance Co.  
Southern California Series of Lockton Cos. LLC



## **SCHEDULE 1(g)**

### **Judges**

Bernstein, Stuart M.  
Chapman, Shelley C.  
Drain, Robert D.  
Garrity, James L.  
Glenn, Martin  
Grossman, Robert E.  
Lane, Sean H.  
Morris, Cecelia G.  
Vyskocil, Mary Kay  
Wiles, Michael E.

## SCHEDULE 1(h)

### Largest Unsecured Creditors

113 E. Oak Street LLC	Cisco Systems Capital Corp.
1290 Third LLC	CloudAccess Inc.
1450 Broadway LLC	CNA Trans LLC
1714 N Damen LP	Coddy Global Ltd.
3210 M Street LP	Collection 18 Ltd.
9180 Property Group	Coloredge Inc.
A & Feng Fashion Ltd.	Columbus Consulting International LLC
Acadia Gold Coast LLC	Concept Air Conditioning & Refrigeration Inc.
Accountemps	Condé Nast Publications
Ace Designs Inc.	Contract Datascan LP
ADP Inc.	Copley Place Associates LLC
American Dream Construction LLC	Coveteur Inc., The
American Supply Co.	CPG Carlsbad Holdings LLC
Americana at Brand LLC, The	CPG Partners LP
Ames, John R.	Crawfish LLC
Andari Fashion Inc.	Criteo Corp.
Apex Logistics International	Dada Trading Co. Ltd.
Aptos Inc.	Daejee Metal Co. Ltd.
Aretex Spa Maglificio	Dave Foster Builders Inc.
Aventura Mall Venture	Del Amo Fashion Center
Aviation Maintenance Group Inc.	Demandware Inc.
BCBG Max Azria Group LLC	Design Electric/FSG
Bellevue Square Managers Inc.	DHL Worldwide Express
Bellwether Properties	Direct Source Packaging Co.
Best Silk Ltd.	Dolphin Mall Associates LLC
Biltmore Fashion Park	Duff & Phelps LLC
Bridgewater Commons Mall	Dynamic Resources Inc.
Brillio LLC	Edo Interactive Inc.
California Supply Inc.	Employment Development Department
Camarillo Premium Outlets	Englander dZignpak LLC
Canon Financial Services Inc.	ERG Edit
Capitol Light	Ernst & Young LLP
CDW Direct LLC	Ernst & Young Puerto Rico LLC
CEF 2002 Aircraft LLC	E-Teen Market Ltd.
Central Tax Bureau of Pennsylvania Inc.	Fairfax Co. of Virginia LLC
CenturyLink	Falls Shopping Center, The
Chelsea Orlando Development LP	Fashion Centre Mall LLC
Cherry Creek Shopping Center	Fashion Square
Cherry Hill Center LLC	FCI Groups Inc.
Cheuk Shing (HK) Industrial Ltd.	FedEx
Chubb & Son Inc.	Flexprint Intermediate LLC
Chung Woo Corp.	Ford, Beth
Cigna Health & Life Insurance Co.	

Formentini Srl  
Frit San Jose Town & Country Village LLC  
Frog Co. Ltd.  
Frontstreet Facility Solutions  
FTI Consulting Inc.  
Galo Shoes Inc.  
General Cleaning Services  
GGP Staten Island Mall LLC  
Gilroy Premium Outlets LLC  
Glendale Mall Associates LLC  
Grand Canal Shoppes, The  
Granite Telecommunications LLC  
Green Hills Mall TRG LLC  
Halevi, Gabriel  
Hangzhou In-Choice Import & Export Co.  
Ltd.  
Hart Wailea LLC  
Hing Shing Looping Manufacturing Co. Ltd.  
Hollywood Model Management  
Horton Plaza  
Hour Media LLC  
IBM Corp.  
IDS Fashion Private Ltd.  
Imi Miracle Mall LLC  
Ink Well Industries  
International Textile Resources LLC  
Intersection Media LLC  
Iron Mountain Records Management Inc.  
Jersey Shore Premium Outlets  
Kallie Group Inc.  
Kiaterry Textiles Corp. Ltd.  
Kysazoze Ltd.  
La Cienega Partners Ltd.  
Leap Sheen Ltd.  
Lennox National Accounts Services  
Lions Models LLC, The  
Littler Mendelson PC  
Lockton Insurance Brokers Ltd.  
Lord & Taylor LLC  
Macerich Niagara LLC  
Macerich Westside Pavillion  
Magnetic Media Online Inc.  
Mall at Millenia, The  
Mall at University Town Center, The  
Mall of America  
Management Artists Organization  
Manhattan Associates Inc.  
Mega Link International Holdings Ltd.  
Megalink  
MG Concepts Inc.  
Milk Studios Los Angeles  
Milpitas Mills LP  
Moac Mall Holdings LLC  
Morinda International Corporate Ltd.  
MPH Pacific Place LLC  
Mystic Inc.  
Narvar Inc.  
Natasha Accessories Ltd.  
NedGraphics Inc.  
Neiman Marcus/Horchow  
Net A Porter  
Next Management Co.  
Nomi Corp.  
Northpark Partners LP  
Nyam LLC  
Office Depot  
Ogden CAP Properties LLC  
Old Orchard Urban Ltd.  
Oracle America Inc.  
Pack America Corp., The  
PacWest Security Services  
Pepperjam LLC  
Perf Star Global Ltd.  
PFS  
Pipp Mobile Storage Systems Inc.  
PixelMedia LLC  
Plaza Internacional Puerto Rico LLC  
Plaza Las Americas Inc.  
Pleasant Prairie Premium Outlets  
Polaris Handelsgesellschaft mbH  
PowerReviews Inc.  
Predict Biz Inc.  
Prime Apparel Inc.  
Product People International Ltd.  
Proforma Printing Systems  
Proview  
Qubit Inc.  
Reliance Standard  
Renaissance Fashion Ltd.  
Retention Science  
RGIS Holdings LLC  
Richardson Kontogouris Emerson LLP

RI Criss Cross Inc.  
Rodeo Collection Ltd.  
Rogers & Hardin LLP  
Rolls Royce  
Roth Bros Inc.  
RR Donnelley & Sons Co.  
Saggezza International Ltd.  
San Francisco, City & County of (CA), Tax  
Collector  
San Juan, City of (PR)  
SAP Industries Inc.  
Saturn Fashion Holdings Co. Ltd.  
Scarsdale Security Systems Inc.  
SDI Industries Inc.  
Sears Holdings Corp.  
Selectra Industries Corp.  
SGS North America Inc.  
Shanghai Shenda Co. Ltd.  
Sheppard Mullin Richter & Hampton LLP  
Short Hills Associates LLC  
Silvercord Shoes (Shenzhen) Ltd.  
Silverreed (Hong Kong) Ltd.  
Sinosky Corp. Ltd.  
Skadden Arps Slate Meagher & Flom LLP  
SL Green Management LLC  
Society Model Management Inc., The  
Somerset Collection Ltd.  
Space ThreeSixty LLC  
Squire Patton Boggs (US) LLP  
STJTC II LLC  
T1 Atelier Co. Ltd.  
Tampa Westshore Associates LP  
Technical Transportation Inc.  
Threshold Technologies Inc.  
Timex Garments (Pvt) Ltd.  
Topanga LP  
Towson TC LLC  
Trade Harvest Industrial Ltd.  
Tradelink Technologies Inc.  
TransGroup Worldwide Logistics  
True Fit Corp.  
TWC Tucson LLC  
Twitter Inc.  
Ultrafina Inc.  
Unichoice (HK) Ltd.  
United States, Government of the, Customs  
Service  
United States, Government of the,  
Department of the Treasury  
United States, Government of the, Internal  
Revenue Service  
V&G Sewing Fashion Corp.  
VCS Group LLC  
Vector Intelligent Solutions LLC  
Velocity Technology Solutions Inc.  
Vernon, City of (CA)  
Vertex Inc.  
Villarreal, Pablo, Jr.  
Voyage One Group Inc.  
Wa Fai Co.  
Walt Whitman Mall LLC  
West Coast Distribution  
Westfield Emporium LLC  
Westin St. Francis Hotel  
Westland Garden State Plaza LP  
WG Security Products Inc.  
Willis Insurance Services  
Wilson Canal Place II LLC  
Wisconsin Place 731  
Women Management  
Zensar Technologies Inc.

## **SCHEDULE 1(i)**

### **Lenders**

Allerton Funding LLC  
Bank of America  
Designer Apparel Dual Holdings LLC  
Guggenheim Corporate Funding LLC  
Guggenheim Partners Investment Management LLC  
Guggenheim Partners LLC  
Merrill Lynch  
Wells Fargo

## **SCHEDULE 1(j)**

### **Litigation Counterparties**

1450 Broadway LLC  
411 Mastermind LLC  
Arundel Mills LP  
Behr, Krista  
Bellevue Square LLC  
Bellwether Properties of Massachusetts LP  
Birch Run Outlets II LLC  
Braintree Property Associates LP  
Cid, Francisca  
Cincinnati Premium Outlets LLC  
Copley Place Associates LLC  
CPG Partners LP  
Creacy, Danielle  
Del Amo Fashion Center Operating Co. LLC  
Fashion Centre Associates LLC  
Gilroy Premium Outlets LLC  
Glover, Amaniaye  
Gulf Coast Factory Shops LP  
Jehan, David  
Lighthouse Place Premium Outlets LLC  
Lukashova, Tatiana  
Mall at Potomac Mills LLC  
Men Women NY Model Management Inc.  
Milpitas Mills LP  
Old Orchard Urban Ltd.  
Pioneer Place LLP  
Plaza Carolina Mall LP  
Premium Outlet Partners LP  
Ramos, Maria  
Reed, Angela  
Rodeo Collection Ltd.  
Romero, Joana  
Shops at Mission Viejo LLC  
Silver Sands Joint Venture Partners  
Simon Financing Partnership LP  
Simon Property Group  
SPG Finance II LLC  
St. Louis Premium Outlets  
STJTC II LLC  
Utopia Development Inc.  
Williamsburg Mazel LLC  
WMACH LLC  
Zuniga-Haro, Gardenia

**SCHEDULE 1(k)**

**US Trustee**

Allen, Joseph  
Black, Christine  
Golden, Susan  
Harrington, William K.  
Leonhard, Alicia  
Masamoto, Brian  
Penpraze, Lisa  
Riffkin, Linda  
Schmitt, Kathleen  
Van Baalen, Guy A.

## SCHEDULE 1(I)

### Utilities

Action Environmental Group	Duquesne Light Co.
All States Mall Services II	E.J. Harrison & Sons Inc.
All States Services Inc.	Entergy Corp.
Allied Waste Services #094	Eversource Energy
Ameren UE	Flagg Creek Water Reclamation District (IL)
Apex Billing Solutions	Florida Power & Light Co.
Arizona Public Service Electric Co.	Frontier Communications Corp.
AT&T	Frontier Telephone of Rochester
AT&T (Bell South)	Gas Co. LLC, The
AT&T (Cingular Wireless)	Georgia Power
Athens Services	Gila River Telecommunications Inc.
Atlantic City Electric	Grande Communications
Baltimore Gas & Electric	Green Mountain Power
Berkshire Gas Co.	GTA Teleguam
Bluebonnet Electric Cooperative	Gulf Power Co.
Braintree Electric Light Department	GXS Inc.
Brask Enterprises Inc.	Hargray Communications
Brask Enterprises Inc. II	Haul Away Rubbish Service Co.
Bright House Networks LLC	Hawaiian Electric Co. Inc.
Broadview Networks Inc.	Hempstead, Town of (NY)
Bullseye Telecom Inc.	IEM Inc.
Burlington, Town of	Illuminating Co., The
Casella Waste Management Inc. 30	Indian River, County of (FL)
CenterPoint Energy	Indianapolis Power & Light Co.
CenturyLink	Innovative Telephone Corp.
CH Energy Group Inc.	ITS
Chicago, City of (IL), Department of Water	Jersey Central Power & Light
Citizens Energy Group	Kansas City Power & Light
Claro	Keter Environmental Services Inc.
Columbia Gas of Massachusetts	La Dept of Water & Power
Columbia Gas of Pennsylvania	Liverpool Carting Co.
Commonwealth Edison	Maui Electric Co.
Consolidated Edison Inc.	Miele Sanitation Co.
Consumers Energy	Mississippi Power
CoServ Electric	Nashville Electric Service
CPS Energy	National Fuel
Crawfish LLC	National Grid plc
D&D Carting Co. Inc.	New Jersey Natural Gas Co.
Dayton Power & Light	Nicor Gas
Delmarva Power	Northern Indiana Public Service
Direct Energy	Northern Virginia Electric Cooperative Inc.
Dominion Virginia Power	NV Energy (Nevada Power Company)
Duke Energy	



Nyack, Village of (NY), Water Dept  
Oak Brook, Village of (IL)  
Olympic II Mall Services  
Olympic III Mall Services  
Orange and Rockland Utilities  
Orlando Utilities Commission  
Palo Alto, City of (CA), Utilities  
Penn Power  
Peoples Gas Natural Gas Delivery  
PEPCO  
PG&E Corp.  
Philadelphia, City of, Board of Public Works  
PNM Resources Inc.  
Potomac Edison  
PPL Electric Utilities  
Precision Waste Solutions LLC  
Prince William, County of (VA), Service Authority  
Progress Energy Inc.  
PSE&G Co.  
PSEG Long Island  
Puerto Rico, Government of, Autoridad de Acueductos y Alcantarillados  
Puerto Rico, Government of, Autoridad de Energia Electrica  
Puget Sound Energy  
Questar Gas Co.  
Recology Golden Gate  
Reliant Energy  
Republic Services  
Republic Services  
Rocky Mountain Power  
Salt River Project  
San Diego Gas & Electric  
Santee Cooper  
Sawnee EMC  
SCANA Energy  
Seattle City Light  
South Huntington Water District (NY)  
South Jersey Gas Co.  
South Walton Utility Co. Inc.  
Southern California Edison  
Southern Waste Systems LLC  
Southwest Gas Corp.  
Spectrum Business  
Suburban Propane  
Sunshine Recycling Inc.  
Sustainable Solutions Group  
T-Mobile  
TXU Energy  
Vector Intelligent Solutions LLC  
Verizon  
Verizon  
Verizon Business (MCI)  
Vernon, City of (CA), Utilities  
Virginia Natural Gas Inc.  
Washington Gas  
Waste Management Illinois  
Waste Management Inc.  
Waste Management Michigan  
Waste Management of NW Florida  
Waste Management of Reno Nevada  
Waste Management of Seattle  
Waste Services of Florida Inc.  
WE Energies  
West Unified Communications SE  
Windstream Communications  
Wright-Hennepin Cooperative Electric Association  
Xcel Energy Inc.

## SCHEDULE 1(m)

### Vendors

64Labs Inc.	GS Freight Solutions Inc.
Air & Ground World Transport	IBM Corp.
Amanda Kelly Design Studio	INT Express
American Global Logistics LLC	Invista
Bluecore Inc.	JMG Consulting LLC
Bonanza Trucking Inc.	Kallie Group Inc.
BP Law Group LLP	Laforce & Stevens
Brightcove Inc.	Level 10 LLC
Camilla Frances Prints Ltd.	Meltwater News US Inc.
Cloud Access Inc.	Mirjam Roudén
CobbleStone Systems Corp.	Mobly Inc.
Collection Inc., The	NedGraphics Inc.
Cosmic Cart Inc.	New York Botanical Garden
cPrime	NTT Data Inc.
Créations Robert Vernet	NuORDER Inc.
Criteo SA	Offerpop Corp.
CSS Corp.	Oracle America Inc.
DataPop Inc.	Partyworks Etc.
Diversified Distribution Systems LLC	Priority Fulfillment Services Inc.
EarthLink Holdings Corp.	Retention Science
EDO Interactive Inc.	Sada Systems Inc.
Epicor Retail Solutions Corp.	SCI Group Inc.
Everglades Direct Inc. d/b/a	SEAL Consulting Inc.
HRDirect/G.Neil	STS Systems Ltd.
Eye Dazzler	Tevora Business Solutions Inc.
Fiverun Inc.	Tradelink Technologies Inc.
Florida Lifts LLC	WG Security Products Inc.