

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

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: **Chapter 11**
: **Case No. 17-10466 (SCC)**
: **Jointly Administered**
: **Debtors.**
: **Debtors.**
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**ORDER AUTHORIZING THE OFFICIAL COMMITTEE OF UNSECURED
CREDITORS OF BCBG MAX AZRIA GLOBAL HOLDINGS, LLC, ET AL., TO
EMPLOY AND RETAIN ZOLFO COOPER, LLC AS ITS FINANCIAL ADVISOR
AND BANKRUPTCY CONSULTANT, NUNC PRO TUNC TO MARCH 9, 2017**

Upon the application of the Official Committee of Unsecured Creditors (the “Committee”)² appointed in the chapter 11 cases of the above-captioned debtors and debtors-in-possession (collectively, the “Debtors”) for entry of an order (the “Order”), pursuant to sections 328 and 1103 of title 11 of the United States Code (the “Bankruptcy Code”), Rule 2014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) and Rule 2014-1 of the Local Bankruptcy Rules for the Southern District of New York (the “Local Rules”), authorizing the Committee to employ and retain Zolfo Cooper, LLC (either “Zolfo Cooper” or the “Firm”) as the Committee’s financial advisors and bankruptcy consultants, *nunc pro tunc* to March 9, 2017 (the “Application”); and upon the Declaration of David MacGreevey (the “MacGreevey Declaration”), which is annexed to the Application; and it appearing that this Court has jurisdiction to consider the Application pursuant to 28 U.S.C. §§ 157 and 1334; and it appearing

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

² Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Application.

that venue of these cases and the Application in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that this matter is a core proceeding pursuant to 28 U.S.C. § 157(b); and due and proper notice of the Application having been provided, and it appearing that no other or further notice need be provided; and it appearing that Zolfo Cooper is “disinterested” and eligible for retention pursuant to sections 101(14) and 328(a) of the Bankruptcy Code, the terms of the engagement pursuant to the Engagement Letter and as modified herein, are reasonable and appropriate and this Court having determined that the relief requested in the Application is in the best interests of the Debtors, their estates, their creditors and other parties-in-interest; and after due deliberation, and sufficient cause appearing therefor, it is hereby ORDERED that:

1. The Application is APPROVED solely to the extent set forth herein.
2. In accordance with sections 328(a) and 1103 of the Bankruptcy Code, the Committee is authorized to employ and retain Zolfo Cooper as its financial advisors and bankruptcy consultants in connection with these chapter 11 cases *nunc pro tunc* to March 9, 2017, under the terms and for the purposes set forth and as requested in the Application, the MacGreevey Declaration and the Engagement Letter as modified herein.
3. Zolfo Cooper is authorized to perform the services enumerated in the Application and the MacGreevey Declaration. The terms of the Engagement Letter are approved and Zolfo Cooper shall be compensated and reimbursed for the services identified in the Engagement Letter and Application pursuant to section 328(a) of the Bankruptcy Code.
4. Zolfo Cooper’s fees for services will be based on Zolfo Cooper’s standard hourly rates, plus reasonable and necessary expenses, as set forth in the Application, MacGreevey Declaration and Engagement Letter. Zolfo Cooper shall be compensated in accordance with and

will file interim and final fee applications for allowance of its compensation and expenses in accordance with the Fee Guidelines, and shall be subject to sections 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the *Amended Guidelines for Fees and Disbursements for Professionals in the Southern District of New York*, dated June 17, 2013, the Compensation Order and any other orders entered by the Court.

5. Prior to any increases in Zolfo Cooper's rates, Zolfo Cooper shall file a supplemental declaration with the Court and provide ten (10) business days' notice to the Committee, the Debtors, the U.S. Trustee and any other official committee, which supplemental declaration shall explain the basis for the requested rate increases in accordance with section 330(a)(3)(F) of the Bankruptcy Code and state whether the Committee has consented to the rate increase. The U.S. Trustee retains all rights to object to any rate increase on all grounds including, but not limited to, the reasonableness standard provided for in section 330 of the Bankruptcy Code.

6. Notwithstanding anything to the contrary in the Engagement Letter, the Application or the MacGreevey Declaration, the Debtors are authorized to indemnify and hold harmless Zolfo Cooper and its affiliates, their respective directors, officers, agents, employees and controlling persons, and each of their respective successors and assigns (collectively, the "Indemnified Persons"), subject to the following conditions:

- a. all requests of Indemnified Persons for the payment of indemnity contribution or otherwise pursuant to the Engagement Letter shall be made by means of interim and final fee applications filed in accordance with the Bankruptcy Code, the local rules of this Court and any order establishing compensation procedures in these cases, and shall be subject to the approval of, and review by, the Court to ensure that such payment conforms to the terms of the Engagement Letter, the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, the U.S. Trustee Guidelines and the orders of this Court provided, however, that in no event shall any Indemnified Person be indemnified or receive contribution in the

case of its own willful misconduct, gross negligence, breach of fiduciary duty, self-dealing and/or bad faith; and

- b. in no event shall any Indemnified Person be indemnified or entitled to contribution if the Debtors, or a representative of the estate, their estates or any statutory committee that may be appointed in these chapter 11 cases asserts a claim for, and the Court determines by final order that such claim arose out of willful misconduct, gross negligence, breach of fiduciary duty, self-dealing and/or bad faith on the part of that or any other Indemnified Persons; and
- c. in the event that an Indemnified Person seeks reimbursement for attorneys' fees from the Debtors, the invoices and supporting time records from such attorneys shall be annexed to Zolfo Cooper's own interim and final fee applications, and such invoices and time records shall be subject to the Fee Guidelines for compensation and reimbursement of expenses and the approval of the Court without regard to whether such attorney has been retained under sections 327 or 1103 of the Bankruptcy Code and without regard to whether such attorneys' services satisfy section 330(a)(3)(C) of the Bankruptcy Code.

7. Notwithstanding anything to the contrary in the Engagement Letter, Zolfo Cooper's liability, including but not limited to lost profits, consequential, indirect, punitive, exemplary or special damages, arising in tort, contract or otherwise, shall not be limited in the case of Zolfo Cooper's own willful misconduct, gross negligence, breach of fiduciary duty, self-dealing and/or bad faith.

8. The Committee and Zolfo Cooper are authorized and empowered to take all necessary actions to implement the relief granted in this Order.

9. This Court shall retain jurisdiction with respect to all matters arising from or related to this Order or Zolfo Cooper's services for the Committee.

10. To the extent there is an inconsistency between this Order, the Engagement Letter and the Application, the terms of this Order shall govern.

11. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

Dated: April 27, 2017
New York, New York

/S/ Shelley C. Chapman
HONORABLE SHELLEY C. CHAPMAN
UNITED STATES BANKRUPTCY JUDGE