

*Relates to Docket No. 466*

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

In re:	)	Chapter 11
BCBG MAX AZRIA GROUP HOLDINGS, LLC, <i>et al.</i> , <sup>1</sup>	)	Case No. 17-10466 (SCC)
Debtors.	)	Jointly Administered

**DECLARATION OF ROBERT J. PFISTER IN SUPPORT OF MOTION TO STRIKE**

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I, Robert J. Pfister, declare as follows:

1. This declaration is submitted in support of *Lubov Azria’s Motion to Strike Debtors’ Sur-Reply*, which seeks an order striking *Debtors’ Sur-Reply in Support of Debtors’ Objection to Proof of Claim Number 746 Filed by Lubov Azria* [Docket No. 558] (the “Sur-Reply”). I am a member of the bar of this Court, and am one of the attorneys of record for Ms. Azria. This declaration is based on my own personal knowledge, and if called as a witness, I could and would testify competently to the matters set forth herein.

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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, are 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. The first paragraph of the Sur-Reply states:

On July 5, 2017, the Debtors communicated a settlement offer to Ms. Azria's counsel pursuant to Rule 68 of the Federal Rules of Civil Procedure. Among other terms, the Debtors proposed to release Ms. Azria from the competitive and other restrictions set forth in the Contribution Agreement. Ms. Azria's counsel has indicated this settlement proposal is unacceptable.

3. Passing the issue of whether it is appropriate for the Debtors to utilize communications made in the settlement context in a court pleading in the manner set out above, the Debtors' statement is materially incomplete. Among other things, the Debtors do not disclose that it was during the course of precisely those same negotiations that the Debtors threatened to sue Ms. Azria for recovery of her WARN-Act-required salary and benefits, which were postpetition payments made to avoid administrative expense liability for violating the WARN Act. The Debtors' alleged "offer" to release Ms. Azria from the restrictions set out in the Contribution Agreement was not a proposal for a global resolution that would release Ms. Azria from these and potentially other frivolous actions. It is and was, therefore, an unacceptable proposal.

4. Without revealing the contents of settlement communications, I can state that negotiations have concerned multiple potential settlement constructs and terms. Such matters have no relevance to the legal issues and should not be aired in court filings.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed this 21st day of July, 2017, at Los Angeles, California.

*/s/ Robert J. Pfister*

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Robert J. Pfister