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*Proposed Counsel to the Debtors  
 and Debtors in Possession*

**IN THE UNITED STATES BANKRUPTCY COURT  
 FOR THE NORTHERN DISTRICT OF TEXAS  
 DALLAS DIVISION**

In re:	)	
	)	Chapter 11
	)	
CICI'S HOLDINGS, INC., <i>et al.</i> , <sup>1</sup>	)	Case No. 21-30146 (SGJ)
	)	
Debtors.	)	(Joint Administration Requested)
	)	(Emergency Consideration Requested)
	)	

**DEBTORS' EMERGENCY MOTION FOR ENTRY  
 OF INTERIM AND FINAL ORDERS (A) AUTHORIZING  
 THE DEBTORS TO MAINTAIN AND ADMINISTER THEIR  
 EXISTING CUSTOMER PROGRAMS AND HONOR CERTAIN PREPETITION  
 OBLIGATIONS RELATED THERETO AND (B) GRANTING RELATED RELIEF**

The above-captioned debtors and debtors in possession (collectively, the "Debtors")<sup>2</sup> respectfully state as follows in support of this motion:<sup>3</sup>

<sup>1</sup> The Debtors in these chapter 11 cases and the last four digits of each Debtor's taxpayer identification number are as follows: CiCi's Holdings, Inc. (5177); Awesome Acquisition Company (0481); CiCi Acquisition Company, LLC (N/A); CiCi Enterprises, LP (5070); CiCi GP, LLC (2948); CiCi Services, LLC (3586); JMC GP, LLC (8268); JMC Restaurant Distribution, LP (5075); and Pizza Parent, LLC (9534). The Debtors' principal offices are located at 1080 W. Bethel Road, Coppell, Texas 75019, United States.

<sup>2</sup> The facts and circumstances supporting this motion are set forth in the *Declaration of Richard A. Peabody, Chief Financial Officer of CiCi's Holdings, Inc. in Support of First Day Motions* (the "First Day Declaration"), filed contemporaneously herewith and incorporated by reference herein.

### **Relief Requested**

1. The Debtors seek entry of interim and final orders, substantially in the forms attached hereto as **Exhibit A** and **Exhibit B**, (a) authorizing the Debtors to maintain and administer their Customer Programs (as defined herein) and honor certain prepetition obligations to customers in the ordinary course of business consistent with past practice and in the Debtors' sound business judgment and (b) granting related relief. In addition, the Debtors request that the Court (as defined herein) schedule a final hearing no more than 25 days from the date hereof.

### **Jurisdiction and Venue**

2. The United States Bankruptcy Court for the Northern District of Texas (the "Court") has jurisdiction over this matter pursuant to 28 U.S.C. § 1334. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b). 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.

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

4. The bases for the relief sought herein are sections 105(a) and 363(b) of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the "Bankruptcy Code"), Bankruptcy Rule 6003, and Rule 9013-1 of the Local Bankruptcy Rules of the United States Bankruptcy Court for the Northern District of Texas (the "Local Rules").

### **Background**

5. The Debtors are leading owners, operators, and franchisors of family-oriented unlimited pizza restaurants. With approximately 318 locations across 26 states, including 11 owned restaurants and 307 franchise locations owned and operated by 128 franchisees, the

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<sup>3</sup> Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the First Day Declaration.

CiCi's brand is known as a "go-to" destination for family and other group outings through its wide variety of pizza, pasta, and salad bar items and cost-effective price point. Much like their competitors and nearly all other customer-facing businesses, the Debtors' recent operations have been impacted by the uncertainty, unexpected challenges, and ever-changing landscape resulting from the COVID-19 pandemic. A more detailed history of the Debtors' business, as well as their pre-petition efforts to address issues related to safe and efficient operations, franchisee relations, and liquidity issues, are discussed in more detail in the First Day Declaration.

6. On January 25, 2021 (the "Petition Date"), each Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors are operating their businesses and managing their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. Concurrently with the filing of this Motion, the Debtors filed a motion requesting procedural consolidation and joint administration of these chapter 11 cases pursuant to Bankruptcy Rule 1015(b). No request for the appointment of a trustee or examiner has been made in these chapter 11 cases, and no committees have been appointed or designated.

#### **Description of Customer Programs**<sup>4</sup>

7. As owners, operators, or franchisors of hundreds of restaurants across the United States and around the globe, the Debtors have developed a variety of incentives, discounts, promotions, and related programs to attract customers and maintain positive customer relationships.

8. Prior to the Petition Date, in the ordinary course of the Debtors' business and as is customary in their industry, the Debtors offered and engaged in certain customer and other

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<sup>4</sup> Although the description of the Customer Programs set forth in this motion is intended to be comprehensive, the Debtors may have inadvertently omitted some of the Customer Programs. The Debtors request relief with respect to all Customer Programs, regardless of whether any individual Customer Program is specifically identified herein.

programs and practices. These programs include the following: (a) customer gift card programs; (b) reward/loyalty programs; and (c) promotion, discount, and cooperative marketing programs (collectively, the “Customer Programs”).

9. To effectuate a smooth transition into chapter 11, the Debtors must maintain customer loyalty and goodwill by continuing to honor their obligations under the Customer Programs. The Debtors compete in highly competitive businesses and must regularly provide both existing and potential customers with programs similar to (or better than) those offered by their competitors. The Debtors have implemented each of the Customer Programs in the ordinary course of their businesses as a means to maintain positive, productive, and profitable relationships with their customers that ultimately promote customer satisfaction, encourage new purchases, and ensure that the Debtors remain competitive.

10. Failure to continue the Customer Programs, or failure by the Debtors to meet their obligations under such programs, would damage the Debtors’ standing with their current and potential customers at this critical time in their operations. The success and viability of the Debtors’ businesses, and ultimately the Debtors’ ability to maximize the value of their assets, is dependent upon the continued patronage and loyalty of their customers. Any delay in honoring obligations to customers and third parties on account of the Customer Programs would severely and irreparably impair customer relations and drive away valuable customers, thereby harming the Debtors’ efforts to maximize the value of their assets to the benefit of all interested parties.

11. Accordingly, by this motion, the Debtors seek authority to honor any prepetition obligations related to their Customer Programs and to continue to honor the Customer Programs in the ordinary course of their businesses on a postpetition basis without disruption. A description of each of the Customer Programs and estimates of the Debtors’ prepetition

Customer Program obligations are set forth below. As of the Petition Date, the Debtors estimate that there are approximately \$275,000 of prepetition obligations outstanding related to Customer Programs.

**I. The Gift Card Program.**

12. The Debtors maintain a program pursuant to which their customers can purchase physical or electronic, pre-paid, non-expiring gift cards (collectively, the “Gift Cards”) in various denominations (the “Gift Card Program”). Gift Cards are available in any amount and can be purchased in-store or at various retailers. Once purchased, a Gift Card may be used like cash for purchases online through the Debtors’ website. The Debtors estimate that of the prepetition obligations under the Customer Programs, approximately \$272,500 constitutes outstanding Gift Card obligations.

13. On average, the Debtors pay Givex approximately \$2,500 per month in the aggregate to process and administer the Gift Card Program (collectively, the “Gift Card Program Fees”). The Debtors estimate that of the prepetition obligations under the Customer Programs, approximately \$2,500 constitutes Gift Card Program Fees, all of which entail the expenditure of cash and will become due within the first 21 days of these chapter 11 cases.

**II. The Loyalty/Reward Program.**

14. The Debtors offer a rewards program (the “Rewards Program”) that enables customers to receive promotional discounts when they enroll and assign their purchases to their rewards accounts. Any customer may enroll in the Rewards Program, and the Debtors estimate that there are approximately 900 thousand active rewards members in the United States. In fact, approximately twelve percent of the Debtors’ sales in 2020 were to enrollees in the Rewards Program.

15. The Rewards Program operates on a point system: each restaurant visit translates into points (“Points”) that accumulate, and, at certain thresholds, result in discount certificates, free entrees, or other similar perks. The Rewards Program is largely automated: when an enrollee accumulates a certain number of Points, a coupon is either emailed to the customer or is immediately available in the customer’s account on a mobile application. As customers accumulate Points, they are promoted to different “levels” in the Rewards Program and receive access to exclusive deals and perks. In 2020, the Debtors issued 1.9 million rewards offers. Customers redeemed approximately 48,000 of those offers for rewards totaling approximately \$250,000 in value.

16. The Debtors believe that the Rewards Program improves and maintains customer relationships, sales, and revenue. Because the Rewards Program enables customers to receive discounts and may not be redeemed for other value, it does not represent a cash liability for the Company.

17. The Debtors seek authorization to continue the Rewards Program and to honor all of the Debtors’ obligations related thereto, including satisfying any prepetition obligations on a postpetition basis in a manner consistent with past practice.

### **III. Sales Promotions.**

18. The Debtors occasionally conduct sales promotions on both dine-in and takeout offerings (the “Sales Promotions”). Sales Promotions include discounts, seasonal promotions, and other similar non-cash promotions. The Debtors run promotional campaigns around holidays such as Mother’s Day, Valentine’s Day, and Veteran’s Day. The Debtors notify customers of their Sales Promotions via mobile, email, website, mailings, and certain advertisements, among other channels.

19. The Debtors believe that the Sales Promotions encourage both dine-in and takeout sales, improve customer relationships, and generate return customers, all of which inure benefits to the estates.

20. As of the Petition Date, the Debtors do not believe that there are any amounts outstanding on account of Sales Promotions. The Debtors seek authorization to continue the Sales Promotions and to honor all of the Debtors' obligations related thereto, including satisfying any prepetition obligations on a postpetition basis in a manner consistent with past practice.

#### **IV. Third-Party Delivery Providers.**

21. The Debtors maintain contractual arrangements (the "Third-Party Delivery Agreements") with Grubhub, Waitr, Slice, OLO, DoorDash, and Uber Eats (each, a "Third-Party Delivery Provider").<sup>5</sup> Pursuant to the Third-Party Delivery Agreements, customers can place orders through the applicable Third-Party Delivery Provider's platform and have food from one of the Debtors' restaurants quickly delivered to their door. Most Third-Party Delivery Providers collect payment directly from customers and remit payment to the Debtors, net of any commissions and other related fees. OLO payments go directly to the restaurants. The fees associated with the Third-Party Delivery Agreements vary by the geographic area in which the Debtors' restaurant is located.

22. The Debtors believe that the Third Party Delivery Providers are integral to the Debtors' business, encourage repeat customers, and generate substantial sales, all of which inure benefits to the estates. Accordingly, the Debtors seek authority to continue to serve their customers with the assistance of Grubhub, Waitr, Slice, OLO, Doordash, and Uber Eats, and to

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<sup>5</sup> The Debtors' relationship with DoorDash involve transactions typically settled as Non-Cash Payments. Obligations arising from the Debtors' relationships with these service providers are properly addressed as Processing Fees.

honor obligations under the Third-Party Delivery Agreements as they come due in the ordinary course.

**V. Credit Card and Other Payment Processors.**

23. In the ordinary course, the Debtors accept Visa, MasterCard, Discover, and American Express credit cards, PayPal, and checks (collectively, the “Non-Cash Payments”) as customer payment methods in addition to cash. To process the Non-Cash Payments, the Debtors are party to certain agreements (the “Payment Processing Agreements”) with payment processors (the “Payment Processing Companies”). Pursuant to the Payment Processing Agreements, the Debtors generally receive the net customer sales less any chargebacks, returns, and processing fees that the Payment Processing Companies charge. The processing fees charged by each Payment Processing Company vary but are generally in the range of one to three percent of sales (collectively, the “Processing Fees”). The Processing Fees that arise from the Debtors’ retail sales are processed on a daily basis and set off from the funds that the Payment Processing Companies remit to the Debtors on account of the Non-Cash Payments on a daily basis.

24. The Debtors’ continued acceptance of Non-Cash Payments is essential to the operation of the Debtors’ businesses because the majority of the Debtors’ sales are made using Non-Cash Payments. The Debtors’ failure to accept Non-Cash Payments would have a severe negative effect on the Debtors’ ongoing operations, the ultimate cost of which would be borne by their estates and stakeholders. In light of the global outbreak of COVID-19, which caused the Debtors to temporarily close their brick-and-mortar restaurants, the Debtors are particularly vulnerable at this time because a substantial portion of the Debtors’ sales are for takeout, where Accepted Payment Methods constitute the overwhelming majority of payment methods. It is possible that certain Processing Fees incurred by the Debtors immediately prior to the Petition

Date may not have been fully netted out against the payments received by the Debtors prior to the Petition Date.

25. To avoid disrupting these vital payment processing services, the Debtors seek the authority to continue paying the Processing Fees in the ordinary course of their businesses pursuant to the terms of the Payment Processing Agreements, and request that the Court authorize the Payment Processing Companies to continue to set off the Processing Fees against amounts remitted to the Debtors, whether arising before or after the Petition Date, in a manner consistent with past practices.

### **Basis for Relief**

#### **I. The Court Should Authorize the Debtors to Honor and Continue Costumer Programs.**

26. Courts in the Fifth Circuit and elsewhere have recognized that it is appropriate to authorize the payment of prepetition obligations where necessary to protect and preserve the estate, including an operating business's going-concern value. *See, e.g., In re CoServ, L.L.C.*, 273 B.R. 487, 497 (Bankr. N.D. Tex. 2002); *In re Equalnet Commc'ns Corp.*, 258 B.R. 368, 369–70 (Bankr. S.D. Tex. 2000); *see also In re Just for Feet, Inc.*, 242 B.R. 821, 825–26 (D. Del. 1999); *In re Ionosphere Clubs, Inc.*, 98 B.R. 174, 175–76 (Bankr. S.D.N.Y. 1989); *Armstrong World Indus., Inc. v. James A. Phillips, Inc. (In re James A. Phillips, Inc.)*, 29 B.R. 391, 398 (S.D.N.Y. 1983). In so doing, these courts acknowledge that several legal theories rooted in sections 105(a) and 363(b) of the Bankruptcy Code support the payment of prepetition claims.

27. Section 363(b) of the Bankruptcy Code permits a bankruptcy court, after notice and a hearing, to authorize a debtor to “use, sell, or lease, other than in the ordinary course of business, property of the estate.” 11 U.S.C. § 363(b)(1). To do so, “the debtor must articulate some business justification, other than the mere appeasement of major creditors.” *See*

*Ionosphere Clubs*, 98 B.R. at 175 (noting that section 363(b) provides “broad flexibility” to authorize a debtor to honor prepetition claims where supported by an appropriate business justification). In addition, under section 1107(a) of the Bankruptcy Code, a debtor in possession has, among other things, the “implied duty . . . to ‘protect and preserve the estate, including an operating business’ going-concern value.” *In re CEI Roofing, Inc.*, 315 B.R. 50, 59 (Bankr. N.D. Tex. 2004) (quoting *CoServ*, 273 B.R. at 497).

28. Courts also authorize payment of prepetition claims in appropriate circumstances based on section 105(a) of the Bankruptcy Code. Section 105(a) of the Bankruptcy Code codifies a bankruptcy court’s inherent equitable powers to “issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title.” 11 U.S.C. § 105(a). Under section 105(a), courts may authorize pre-plan payments of prepetition obligations when essential to the continued operation of a debtor’s businesses. *See In re Mirant Corp.*, 296 B.R. 427, 429 (Bankr. N.D. Tex. 2003) (noting that non-payment of prepetition claims may seriously damage a debtor’s business); *CoServ*, 273 B.R. at 497 (finding that sections 105 and 1107 of the Bankruptcy Code provide the authority for a debtor in possession to pay prepetition claims). Specifically, a court may use its power under section 105(a) of the Bankruptcy Code to authorize payment of prepetition obligations when the payments are critical to preserving the going-concern value of the debtor’s estate, as is the case here. *See, e.g., CoServ*, 273 B.R. at 497 (“[I]t is only logical that the bankruptcy court be able to use [s]ection 105(a) of the [Bankruptcy] Code to authorize satisfaction of the prepetition claim in aid of preservation or enhancement of the estate.”). A bankruptcy court’s use of its equitable powers to “authorize the payment of prepetition debt when such payment is needed to facilitate the rehabilitation of the debtor is not a novel concept.” *Ionosphere Clubs*, 98 B.R. at 175–76 (citing *Miltenberger v.*

*Logansport, C. & S.W. Ry. Co.*, 106 U.S. 286 (1882)). Indeed, at least one court has recognized that there are instances when a debtor's fiduciary duty can "only be fulfilled by the preplan satisfaction of a prepetition claim." *CoServ*, 273 B.R. at 497.

29. Here, continuing to administer the Customer Programs without interruption during the pendency of these chapter 11 cases is critical to preserve the value of the Debtors' assets by preserving customer goodwill and market share. The commencement of the Debtors' chapter 11 cases will no doubt create apprehension on the part of current or potential customers regarding their willingness to commence or continue doing business with the Debtors. This concern is even more acute here, where the Debtors operate in an economic environment where many retailers are themselves faced with operational and financial challenges. The Debtors' failure to honor prepetition obligations on account of the Customer Programs could push certain retailers to decide to discontinue use of the Debtors' products, and therefore the Debtors seek to ensure their customers of the Debtors' commitment to continued productive relationships.

30. The success of the Debtors' businesses is dependent upon the Debtors' ability to attract and retain customers. Any curtailment of the Debtors' ability to continue the Customer Programs, and the resulting negative public perception, may enable the Debtors' competitors to take advantage of the Debtors' reorganization proceedings, causing substantial harm to the Debtors' businesses, their estates, and their stakeholders. Conversely, the value from continuing to comply with all obligations under the Customer Programs will inure to the benefit of the Debtors' estates and their stakeholders.

31. Specifically, the Third Party Delivery Providers and Payment Processing Companies are integral to the customer experience, and thus, to the Debtors' business. Uninterrupted payment to the Third Party Delivery Providers and Payment Processing

Companies ensures that customers can obtain CiCi's as and when they desire and on acceptable payment terms. Removing any barriers to the Debtors' customer experience encourages repeat ordering and generates substantial sales, all of which benefits the estate.

32. Courts in this jurisdiction have granted similar relief where retaining the loyalty and patronage of customers is critical to successful chapter 11 cases. *See, e.g., Studio Movie Grill Holdings, LLC*, No. 20-32622 (SGJ) (Bankr. N.D. Tex. Nov. 19, 2020) (authorizing debtors to continue to maintain and administer prepetition customer programs in the ordinary course of business and honor prepetition obligations related to same); *In re TriVascular Sales LLC*, No. 20-31840 (SGJ) (Bankr. N.D. Tex. July 7, 2020) (same); *In re Tuesday Morning Corp.*, No. 20-31476 (HDH) (Bankr. N.D. Tex. May 29, 2020) (same); *In re PHI, Inc.*, No. 19-30923 (HDH) (Bankr. N.D. Tex. Mar. 20, 2019) (same).<sup>6</sup>

33. Accordingly, the Debtors submit that the substantial benefit conferred on the Debtors' estates by the Customer Programs warrants the authority to honor the Customer Programs and any prepetition obligations relating thereto and therefore respectfully request the authority to continue the Customer Programs and honor prepetition commitments related thereto in the ordinary course of the Debtors' businesses.

## **II. Processing of Checks and Electronic Fund Transfers Should Be Authorized.**

34. The Debtors have sufficient funds to pay the amounts described in this motion in the ordinary course of business by virtue of expected cash flows from ongoing business operations and anticipated access to cash. In addition, under the Debtors' existing cash management system, the Debtors can readily identify checks or wire transfer requests as relating to any authorized payment in respect of the relief requested herein. Accordingly, the Debtors

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<sup>6</sup> Because of the voluminous nature of the orders cited herein, such orders have not been attached to this motion. Copies of these orders are available upon request of the Debtors' proposed counsel.

believe that checks or wire transfer requests, other than those relating to authorized payments, will not be honored inadvertently. Therefore, the Debtors respectfully request that the Court authorize all applicable financial institutions, when requested by the Debtors, to receive, process, honor, and pay any and all checks or wire transfer requests in respect of the relief requested in this Motion.

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

35. To implement the foregoing successfully, the Debtors seek a waiver of the notice requirements under Bankruptcy Rule 6004(a) and the 14-day stay of an order authorizing the use, sale, or lease of property under Bankruptcy Rule 6004(h).

**Reservation of Rights**

36. Nothing contained herein or any actions taken pursuant to such relief requested is intended or shall be construed as: (a) an admission as to the amount of, basis for, or validity of any claim against a Debtor entity under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any particular claim is of a type specified or defined in this motion or any order granting the relief requested by this motion or a finding that any particular claim is an administrative expense claim or other priority claim; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; (g) a waiver or limitation of the Debtors', or any other party in interest's, rights under the Bankruptcy Code or any other applicable law; or (h) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the relief requested in this motion are valid, and the rights of all

parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens. If the Court grants the requested relief, any payment made pursuant to the Court's order is not intended and should not be construed as an admission as to the validity of any particular claim or a waiver of the Debtors' or any other party in interest's rights to subsequently dispute such claim.

**Notice**

37. The Debtors will provide notice of this motion to the following parties or their counsel: (a) the U.S. Trustee for the Northern District of Texas; (b) the holders of the 30 largest unsecured claims against the Debtors (on a consolidated basis); (c) counsel to the lenders under the Debtors' prepetition credit facility; (d) the United States Attorney's Office for the Northern District of Texas; (e) the Internal Revenue Service; (f) the state attorneys general for states in which the Debtors conduct business; (g) the Payment Processing Companies; (h) the Third Party Delivery Providers; and (i) any party that has requested notice pursuant to Bankruptcy Rule 2002. In light of the nature of the relief requested, no other or further notice is needed.

**No Prior Request**

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

*[Remainder of page intentionally left blank]*

WHEREFORE, the Debtors respectfully request that the Court enter interim and final orders, substantially in the forms attached hereto as **Exhibit A** and **Exhibit B**, granting the relief requested herein and such other relief as the Court deems appropriate under the circumstances.

Respectfully submitted this 25th day of January, 2021.

**GRAY REED & MCGRAW LLP**

By: /s/ Jason S. Brookner

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*Proposed Counsel to the Debtors*

*and Debtors in Possession*

**Certificate of Service**

I certify that on January 25, 2021, I caused a copy of the foregoing document to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Northern District of Texas.

/s/ Jason S. Brookner

Jason S. Brookner

**Exhibit A**

**Proposed Interim Order**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

	)	
In re:	)	Chapter 11
	)	
CICI'S HOLDINGS, INC., <i>et al.</i> , <sup>1</sup>	)	Case No. 21-30146 (SGJ)
	)	
Debtors.	)	(Joint Administration Requested)
	)	
	)	<b>Re: Docket No. ___</b>

**INTERIM ORDER (A) AUTHORIZING THE  
DEBTORS TO MAINTAIN AND ADMINISTER THEIR EXISTING  
CUSTOMER PROGRAMS AND HONOR CERTAIN PREPETITION  
OBLIGATIONS RELATED THERETO AND (B) GRANTING RELATED RELIEF**

Upon the motion (the "Motion")<sup>2</sup> of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of an interim order (this "Interim Order"), (a) authorizing the Debtors to maintain and administer the Customer Programs and honor certain

<sup>1</sup> The Debtors in these chapter 11 cases and the last four digits of each Debtor's taxpayer identification number are as follows: CiCi's Holdings, Inc. (5177); Awesome Acquisition Company (0481); CiCi Acquisition Company, LLC (N/A); CiCi Enterprises, LP (5070); CiCi GP, LLC (2948); CiCi Services, LLC (3586); JMC GP, LLC (8268); JMC Restaurant Distribution, LP (5075); and Pizza Parent, LLC (9534). The Debtors' principal offices are located at 1080 W. Bethel Road, Coppell, Texas 75019, United States.

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

prepetition obligations related thereto, (b) granting related relief, and (c) scheduling a final hearing to consider approval of the Motion on a final basis; all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is **HEREBY ORDERED THAT:**

1. The Motion is granted on an interim basis as set forth herein.
2. The final hearing (the "Final Hearing") on the Motion shall be held on \_\_\_\_\_, 2021, at \_\_:\_\_ .m., prevailing Central Time. Any objections or responses to entry of a final order on the Motion shall be filed on or before 4:00 p.m., prevailing Central Time, on \_\_\_\_\_, 2021.
3. The Debtors are authorized, but not directed, to continue to administer the Customer Programs in the ordinary course and to honor any prepetition obligations related to the

Customer Programs, and to modify, replace, or terminate any Customer Program in the ordinary course of business on an interim basis.

4. Notwithstanding the relief granted in this Order, any payment made by the Debtors pursuant to the authority granted herein shall be subject to and in compliance with the Approved Budget, the Court's *Interim Order (I) Authorizing the Debtors to (A) Obtain Postpetition Financing and (B) Utilize Cash Collateral, (II) Granting Liens and Superpriority Administrative Expense Claims, (III) Granting Adequate Protection, (IV) Modifying the Automatic Stay, (V) Scheduling a Final Hearing, and (VI) Granting Related Relief*, and any final order entered by the Court in connection therewith.

5. Notwithstanding the relief granted in this Interim Order and any actions taken pursuant to such relief, nothing in this Interim Order shall be deemed: (a) an admission as to the amount of, basis for, or validity of any claim against a Debtor entity under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Interim Order or the Motion or a finding that any particular claim is an administrative expense claim or other priority claim; (e) a request or authorization to assume, adopt, or reject any prepetition agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; (g) a waiver or limitation of the Debtors' or any other party in interest's rights under the Bankruptcy Code or any other applicable law; or (h) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the Motion are valid, and the rights of

all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens.

6. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized to receive, process, honor, and pay all such checks and electronic payment requests when presented for payment, whether such checks or other requests were submitted prior to, or after, the Petition Date, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Interim Order.

7. The Debtors are authorized to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored as a consequence of these chapter 11 cases with respect to prepetition amounts owed in connection with the relief granted herein.

8. Nothing contained in the Motion or this Interim Order is intended or should be construed to create an administrative priority claim on account of any of the Customer Programs.

9. Nothing in this Interim Order authorizes the Debtors to accelerate any payments not otherwise due prior to the date of the Final Hearing.

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

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

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

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

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

### END OF ORDER ###

Submitted by:

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*Proposed Counsel to the Debtors  
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**Exhibit B**

**Proposed Final Order**



prepetition obligations related thereto, and (b) granting related relief; all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Motion is granted on a final basis as set forth herein.
2. The Debtors are authorized, but not directed, to continue to administer the Customer Programs in the ordinary course and to honor any prepetition obligations related to the Customer Programs, and to modify, replace, or terminate any Customer Program in the ordinary course of business on a final basis.
3. Notwithstanding the relief granted in this Order, any payment made by the Debtors pursuant to the authority granted herein shall be subject to and in compliance with the Approved Budget, the Court's *Interim Order (I) Authorizing the Debtors to (A) Obtain Postpetition Financing and (B) Utilize Cash Collateral, (II) Granting Liens and Superpriority*

*Administrative Expense Claims, (III) Granting Adequate Protection, (IV) Modifying the Automatic Stay, (V) Scheduling a Final Hearing, and (VI) Granting Related Relief*, and any final order entered by the Court in connection therewith.

4. Notwithstanding the relief granted in this Final Order and any actions taken pursuant to such relief, nothing in this Final Order shall be deemed: (a) an admission as to the amount of, basis for, or validity of any claim against a Debtor entity under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Final Order or the Motion or a finding that any particular claim is an administrative expense claim or other priority claim; (e) a request or authorization to assume, adopt, or reject any prepetition agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; (g) a waiver or limitation of the Debtors' or any other party in interest's rights under the Bankruptcy Code or any other applicable law; or (h) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens.

5. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized to receive, process, honor, and pay all such checks and electronic payment requests when presented for payment, whether such checks or other requests were submitted prior to, or after,

the Petition Date, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Final Order.

6. The Debtors are authorized to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored as a consequence of these chapter 11 cases with respect to prepetition amounts owed in connection with the relief granted herein.

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

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

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

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

### END OF ORDER ###

Submitted by:

Jason S. Brookner (TX Bar No. 24033684)  
Aaron M. Kaufman (TX Bar No. 24060067)  
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