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7 [Proposed] General Insolvency  
8 Counsel for Lorna Jane USA, Inc.

9 **UNITED STATES BANKRUPTCY COURT**  
10 **CENTRAL DISTRICT OF CALIFORNIA**  
11 **LOS ANGELES DIVISION**

12 In re:  
13 LORNA JANE USA, INC., a California  
14 corporation,

15  
16 Debtor-in-Possession.  
17

Case No. 2:21-bk-17267-NB

Chapter 11 Proceeding

**DEBTOR’S MOTION FOR ENTRY OF  
ORDER AUTHORIZING THE  
CONTINUED USE OF EXISTING CASH  
MANAGEMENT SYSTEM, MAIN  
OPERATING BANK ACCOUNT, AND  
BUSINESS FORMS; MEMORANDUM OF  
POINTS AND AUTHORITIES IN  
SUPPORT THEREOF**

[Declaration of Richard Munro Filed Separately  
in Support Hereof]

Date: TBD

Time: TBD

Place: 255 East Temple Street,  
Courtroom 1545  
Los Angeles, CA 90012

1 **TO THE HONORABLE NEIL W. BASON, UNITED STATES BANKRUPTCY**  
2 **JUDGE, THE OFFICE OF THE UNITED STATES TRUSTEE, AND PARTIES-IN-**  
3 **INTEREST:**

4 Lorna Jane USA, Inc., a California corporation, the debtor and debtor-in-possession herein  
5 (“Debtor”), hereby files its motion (“Cash Management Motion” or the “Motion”) and states as  
6 follows:

7 **I.**

8 **RELIEF REQUESTED**

9 By this Motion, the Debtor seeks entry of an order granting the (i) authority to continue to use  
10 its existing (a) Cash Management System and Main Operating Bank Account and (b) Business Forms  
11 (as such capitalized terms are defined below); and (ii) authority to implement changes to its Cash  
12 Management System and bank accounts in the ordinary course, including, but not limited to, opening  
13 new bank accounts and closing existing bank accounts.

14 In connection with this relief, the Debtor also requests that the Court authorize and direct US  
15 Bank National Association (“US Bank”), an authorized depository of the Office of the United States  
16 Trustee-Region 16, and the financial institution at which the Debtor maintains its pre-petition Main  
17 Operating Bank Account to (i) continue to maintain, service, and administer the Debtor’s Main  
18 Operating Bank Account, and (ii) debit the Main Operating Bank Account in the ordinary course of  
19 business on account of (a) electronic transfers or checks drawn on the Main Operating Bank Account,  
20 provided that any payments drawn, issued, or made prior to the Petition Date shall not be honored  
21 absent direction of the Debtor and a separate order of the Court authorizing such pre-petition  
22 payment, or (b) undisputed service charges and other fees owed to the Banks for maintenance of the  
23 Debtor’s Cash Management System (collectively, the “Bank Charges”), if any.

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1 II.

2 **STATEMENT OF FACTS**

3 **A. General and Brief Description of Background Facts**

4 On September 16, 2021 (“Petition Date”), the Debtor filed a voluntary petition for relief  
5 (“Chapter 11 Case”) under Chapter 11 of the Bankruptcy Code. The Debtor continues to operate its  
6 business and property as a debtor-in-possession in accordance with Sections 1107 and 1108 of the  
7 Bankruptcy Code.

8 Additional factual background relating to the Debtor’s business, capital structure, and the  
9 circumstances giving rise to the filing of this Chapter 11 Case are set forth in detail in the *Declaration*  
10 *of Richard Munro in Support of First Day Motions* (“Munro Declaration”), filed contemporaneously  
11 herewith and incorporated herein by reference. Capitalized terms used but not defined herein shall  
12 have the meanings given to them in the Munro Declaration.

13 As detailed in the Munro Declaration, the Debtor is a women’s athletic apparel and  
14 accessories retail chain that was established to sell and promote the internationally renowned Lorna  
15 Jane products brand in the United States through retail boutiques in several states, and its website.  
16 Like most retailers in the United States, the Debtor has been impacted by the COVID-19 and related  
17 Delta variant pandemic, which has significantly limited retail operations throughout the country and  
18 suppressed consumer willingness to shop in person.

19 The profound and sustained impact of the pandemic has forced the Debtor to more  
20 aggressively address the rapidly widening gulf between its brick-and-mortar retail revenue and its  
21 substantial lease obligations, which no longer reflect the market. To this end, the Debtor diligently  
22 attempted to negotiate new lease terms with its landlords in the hope of achieving an out-of-court  
23 restructuring. Landlords, however, have been reluctant to negotiate the type of long-term adjustments  
24 to leases that are necessary to ensure the Debtor’s continued viability.

25 After much deliberation and consultation with its professionals and advisors, the Debtor has  
26 determined in its business judgment that restructuring through chapter 11 presents the best avenue for  
27 the Debtor to address its challenges and promote sustained success. In particular, through this Chapter  
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1 11 Case, the Debtor has filed a separate motion requesting Court authority to reject its remaining  
2 leases for its retail boutiques in order to right-size its business, and to restructure and strengthen its  
3 financial position for its go-forward online business.

4 **B. Overview of Prepetition Cash Management System**

5 The Debtor uses an integrated, centralized cash management system to collect, concentrate,  
6 and disburse funds generated by its operations (“Cash Management System”). The Cash  
7 Management System is tailored to meet the Debtor’s operating needs. The Cash Management System  
8 enables the Debtor to efficiently collect and disburse funds generated through e-commerce sales, pay  
9 its financial obligations, including to employees, vendors, and landlords, monitor and control  
10 corporate funds and available cash, and efficiently obtain accurate account balances and other  
11 financial data. It is critical that the Cash Management System remains intact to ensure a seamless  
12 continuation of operations and uninterrupted collection of revenues. Although some of the system is  
13 automated, the Debtor’s Chief Financial Officer (“CFO”) and his personnel monitor the Main  
14 Operating Bank Account (defined below), as well as any other bank accounts maintained by the  
15 Debtor, and manage the day-to-day collection and disbursement of funds.

16 **C. Prepetition Bank Accounts**

17 As of the Petition Date, the Debtor maintains three (3) bank accounts at the following  
18 institutions:

- 19 • An operating account at US Bank National Association (“US Bank”), ending in 5516  
20 (“Main Operating Bank Account”). Prior to the Petition Date, the Main Operating  
21 Bank Account was the Debtor’s primary bank account, which held all deposits of the  
22 Debtor’s customers and other money received by the Debtor, and was used to make  
23 payments to vendors and for general operating expenses as well as Employee  
24 payments. As of the close of business on September 15, 2021, the Main Operating  
25 Bank Account has an approximate balance of \$1,663,032.
- 26 • An account at Union Bank, ending in 3043 (“Union Bank Account”). Prior to the  
27 Petition Date, this account was the Debtor’s bank account that was solely used by the  
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1 Debtor's Texas stores to deposit cash receipts, which were periodically swept to the  
2 US Bank account. As of the close of business on September 15, 2021, this account has  
3 an approximate balance of \$645. Now that the retail boutiques are closed, the Union  
4 Bank Account is no longer required.

- 5 • A dormant account at Bank of Hawaii, ending in 2292 ("Hawaii Bank Account").  
6 Prior to the Petition Date, this account had no transactions since 2017. As of the close  
7 of business on September 15, 2021, this account has a balance of \$39,001.

8 As described in the Motion for Order Pursuant to 11 U.S.C. §§ 105(A), 363(B), 365, and  
9 507(A) Authorizing Debtor (I) Authorizing Debtor To (I) Maintain Certain Customer Programs; (II)  
10 Honor Or Pay Related Prepetition Obligations In Respect Thereof; (III) Direct Debtor's Payment  
11 Processors To Honor Merchant Agreements Pending Assumption or Rejection; and (IV) Granting  
12 Related Relief filed concurrently herewith, the Debtor accepts Non-Cash Payments through a variety  
13 of credit cards as well as PayPal, and Amazon Pay. To process Non-Cash Payments, the Debtor is a  
14 party to or a beneficiary of affiliate agreements ("Merchant Agreement(s)") with Adyen B.V., AmEx,  
15 PayPal, and Afterpay (collectively, "Merchant Service Providers").

16 Non-Cash Payments have comprised almost all of the Debtor's revenue, particularly as online  
17 sales have risen since the start of the COVID-19 pandemic. As the Debtor has shuttered its retail  
18 locations, all purchases and refunds will be made online which means that all the Debtor's sales for  
19 the foreseeable future will be made using Non-Cash Payments. All Non-Cash Payments are  
20 processed through the Main Operating Account. If the Main Operating Account was closed, the  
21 Debtor anticipates that it could take weeks to establish a new account for the Debtors to receive any  
22 revenue and otherwise process all Non-Cash Payments. Such a delay in processing Non-Cash  
23 Payments would cripple if not destroy the Debtor's reorganization efforts. In order to avoid  
24 disrupting these vital payment processing services, the Debtor seeks the authority to retain the Main  
25 Operating Bank Account to continue processing all payments including Non-Cash Payments in the  
26 ordinary course of business. The Debtor intends to otherwise close the Union Bank Account and the  
27 Hawaii Bank Account.



1 from dissipation of the estate’s assets.”) *quoting* In re H&S Transp. Co., 115 B.R. 592, 599  
2 (M.D. Tenn. 1990).

3 It is customary in Chapter 11 cases for bankruptcy courts to enter orders approving the  
4 continued use of preexisting cash management systems. *See e.g.*, In re King Mountain Tobacco  
5 Company, Inc., 623 B.R. 323, 326 (Bankr.E.D.Wash. 2020) (granting first-day motions, including  
6 the debtor’s motion “for authority to continue to use its prepetition cash management system, bank  
7 accounts, and escrow accounts, as well as for a general waiver of the requirements of Bankruptcy  
8 Code section 345(b).”).

9 The benefits of permitting debtors to continue the use of their preexisting cash management  
10 systems is obvious. The potentially devastating effect on debtors having to completely revamp their  
11 management and financial structure in order to operate within a “standard” Chapter 11 cash  
12 management system is equally obvious. Because these considerations are so obvious, few (if any)  
13 requests for approval of existing cash management systems are ever contested. As such, there is  
14 little published authority on the subject.

15 Virtually all references to court orders authorizing the continued use of centralized cash  
16 management systems are found in opinions regarding collateral proceedings, rather than in reported  
17 decisions approving or disapproving the use of a particular system.<sup>1</sup> *See, e.g.*, In re HSSI, Inc., 176

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19 <sup>1</sup> Similarly, courts frequently enter orders authorizing a chapter 11 debtor to continue to maintain and utilize pre-petition  
20 accounts, which are often unpublished orders or merely referenced within the procedural history of various opinions. *See,*  
21 *e.g.*, In re General Growth Properties, Inc., 412 B.R. 609, 611 (Bankr.S.D.N.Y. 2009) (“ORDERED that the Debtors are  
22 authorized to: (i) designate, maintain and continue to use any or all of their existing Bank Accounts ...”); In re Proven  
23 Methods Seminars, LLC, 2008 WL 5640096, at \*4 (Bankr.S.D.Fla. 2008) (“granting the Debtor's motion for maintenance  
24 of existing bank accounts”); In re UAL Corp., 2002 WL 34344255, at \*1 (Bankr. N.D. Ill. Dec. 9, 2002) (unpublished  
25 order authorizing “continue to use, with the same account numbers and styles, all of the bank accounts in existence on the  
26 Petition Date”); In re Enron Corp., 279 B.R. 671, 677-78 (Bankr. S.D.N.Y. 2002) (procedural history referencing prior  
27 “order granting the motion to authorize the continued use of existing bank accounts, cash management system, checks and  
28 business forms”); In re Gen. Growth Properties, Inc., 412 B.R. 609, 611 (Bankr. S.D.N.Y. 2009) (order authorizing use of  
pre-petition accounts); In re The Penn Traffic Co., 2010 WL 2822043, at \*12 (Bankr. D. Del. Jan. 25, 2010) (unpublished  
order authorizing Debtors “to maintain their prepetition cash management system and bank account systems as were in  
effect on the date of this Final Order.”); In re Proven Methods Seminars, LLC, 2008 WL 5640096, at \*4 (Bankr. S.D. Fla.  
Dec. 15, 2008) (“granting the Debtor's motion for maintenance of existing bank accounts (DE 15) on an interim basis”);  
In re The Colad Grp., Inc., 324 B.R. 208, 216 (Bankr. W.D.N.Y. 2005) (referencing procedural history - “I granted the  
debtor's request to maintain all of its existing accounts...”); In re Interco, Inc., 130 B.R. 301 (Bankr. E.D. Mo. 1991)  
(court declined to clarify order authorizing “continued use of certain existing bank accounts”); In re Grant Broadcasting,  
Inc., 75 B.R. 819, 820 (E.D. Pa. 1987) (referring to separate order authorizing use of cash collateral and *prepetition bank*  
*accounts*); In re Brendle's Stores, Inc., 165 B.R. 811, 812 (N.D.N.C. 1993) (referencing prior “order authorizing [debtor]  
to use pre-petition bank accounts”).

1 B.R. 809 (Bankr. N.D. Ill. 1995), rev'd on other grounds and remanded, 193 B.R. 851 (N.D. Ill.  
2 1996) (U.S. Trustee motion for payment of statutory fees; refers to previously approved centralized  
3 cash management system); In re Interco, Inc., 130 B.R. 301 (Bankr. E.D. Mo. 1991) (court declined  
4 to clarify order authorizing maintenance of existing cash management systems and continued use of  
5 certain existing bank accounts, investment and deposit guidelines and certain business forms); In re  
6 FRG, Inc., 107 B.R. 461, 465 (Bankr. S.D.N.Y. 1989) (order on motion to transfer venue; refers to  
7 “Application for Order Authorizing Debtors to Continue Prepetition Cash Management Systems”);  
8 In re Family Health Services, Inc., 104 B.R. 279, 281 (Bankr. C.D. Cal. 1989) rev'd on other  
9 grounds 143 B.R. 232 (C.D. Cal. 1992) (order on motion to dismiss; refers to debtor’s consolidated  
10 “cash management system”), rev'd on other grounds and remanded, 143 B.R. 232 (C.D. Cal. 1992).

11 The continued, post-petition use of cash management systems employed in the ordinary  
12 course of a debtor’s pre-petition business has been approved as a routine matter in unreported  
13 decisions in a number of other large and complex Chapter 11 cases. See e.g., In re CB Holding  
14 Corp., 447 B.R. 222, 234 (Bankr.D.Del. 2010) (“The Debtors shall continue their Pre-Petition cash  
15 management system with the Pre-Petition Lenders...”); In re Abrasive Indus., Inc., No. 94-135-  
16 HSB (Bankr. D. Del Feb. 22, 1994) (order approving continued post-petition use of debtor’s  
17 existing pre-petition cash management system and granting other related relief); In re Gantos, Inc.,  
18 No. SG 93-85478 (Bankr. W.D. Mich. Nov. 12, 1993); In re Rax Restaurants, Inc., No. 2-92-08584  
19 (Bankr. S.D. Ohio Nov. 24, 1992); In re Phar-Mor, Inc., Nos. 92-41599 through 92-41614 (Bankr.  
20 N.D. Ohio Aug. 18, 1992); In re Trans World Airlines, Inc., No. 92-115 (Bankr. D. Del. Jan. 31,  
21 1992); In re Federated Dep’t Stores, Inc., No. 1-90-00130 (Bankr. S.D. Ohio Jan. 15, 1990); In re  
22 Genesis Health Ventures, Inc., 402 F.3d 416, 424 (3d Cir. 2005); In re Revel AC, Inc., No.13-  
23 16253 (JHW) (Bankr. D.N.J. March 26, 2013); In re TCI 2 Holdings, LLC, No. 09-13654 (JHW)  
24 (Bankr. D.N.J. Feb. 19, 2009); In re Tarragon Corp., No. 09-10555 (DHS) (Bankr. D.N.J. Jan. 15,  
25 2009).



1 Bankruptcy courts routinely permit debtors to utilize their existing bank accounts under such  
2 circumstances, finding that such relief is entirely consistent with applicable provisions of the  
3 Bankruptcy Code.<sup>2</sup>

4 Additionally, Section 105(a) of the Bankruptcy Code provides, in pertinent part, that “[t]he  
5 court may issue any order, process, or judgment that is necessary or appropriate to carry out the  
6 provisions of this title.” See 11 U.S.C. § 105(a). Courts have long recognized that the power granted  
7 by section 105(a) was expressly meant to be exercised to effectuate the rehabilitation of the debtor.  
8 See, In re Ionosphere Clubs, Inc., 98 B.R. 174, 177 (Bankr. S.D.N.Y. 1989) citing H.R. Rep. No. 95-  
9 595, at 16 (1977).

10 In this case, good cause exists to authorize the Debtor’s continued use of its prepetition Cash  
11 Management System. The relief requested in the Motion is critical to the Debtor’s uninterrupted  
12 operation, and is justified under section 105(a) of the Bankruptcy Code. The Debtor’s Cash  
13 Management System is complex insofar as it is entirely dependent upon the processing of Non-Cash  
14 Payments through numerous Merchant Service Providers. Changing the Debtor’s Main Operating  
15 Bank Account would increase overhead costs, particularly with respect to the Debtor’s financial  
16 reporting, significantly delay and burden the administration of the Debtor’s estate and the operations  
17 of the Debtor’s business. Moreover, a change in Cash Management System would delay significantly  
18 the Debtor’s receipt of cash collections, which would substantially and materially impair the Debtor’s  
19 operations and be detrimental to the Debtor’s creditors. The Debtor submits that the cost and expense  
20 of changing the Bank Accounts and implementing a new Cash Management System would not only  
21 force the Debtor to incur significant costs and expenses, but would impair the operation of the  
22 Debtor’s business, cause confusion, introduce inefficiency at a time when efficiency is most critical,

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24 <sup>2</sup> See, e.g., In re CSC Indus., Inc. and In re Copperweld Steel Co., Nos. 93-41898 and 93-41899 (Bankr. N.D. Ohio Nov.  
25 22, 1993) (order approving continued post-petition use of debtor’s existing bank accounts and granting other related  
26 relief); In re Herman’s Sporting Goods, Inc., No. 83-31529 (Bankr. D.N.J. Mar. 15, 1993) (order approving continued  
27 post-petition use of debtor’s existing bank accounts and granting other related relief); In re Trans World Airlines, Inc.,  
28 No. 92-115 (Bankr. D. Del. Jan 31, 1992) (order approving continued post-petition use of debtor’s existing bank  
accounts and granting other related relief); In re Coleco Indus., Inc., No. 88-B-11505 (PBA) (Bankr. S.D.N.Y. July 11,  
1988) (order authorizing maintenance of bank accounts and continued use of business forms and directing payment of  
payroll checks); In re New York City Shoes, Inc., 78 B.R. 426, 427 (Bankr. E.D. 1987) (order authorizing maintenance  
of bank accounts); In re Grant Broadcasting, Inc., 75 B.R. 819, 820 (E.D. Pa. 1987) (referring to separate order  
authorizing use of cash collateral and pre-petition bank accounts).

1 and place a strain on the Debtor's relationships with its customers and vendors. Maintaining the  
2 Debtor's existing Cash Management System by allowing for the Debtor to maintain the Main  
3 Operating Bank Account only, and to shut down the Union Bank Account and Hawaii Bank Account,  
4 is the most efficient way the Debtor can run its business and is necessary to prevent disruption and  
5 damage to the Debtor's operations. Additionally, in the ordinary course of operating its business, it  
6 may be necessary for the Debtor to make changes to its Cash Management System, including, but not  
7 limited to, opening new bank accounts or closing existing accounts. The Debtor intends to continue to  
8 maintain strict accounting records, including with respect to receipts and disbursements, and any  
9 changes to the Cash Management System or Bank Accounts, so that the U.S. Trustee and parties-in-  
10 interest may readily monitor the Debtor's financial activities.

11 Accordingly, the Debtor request authority to continue to utilize its existing Cash Management  
12 System by keeping open the Main Operating Bank Account.

13 **B. The Debtor Should Be Authorized to Continue to Use Existing Business Forms**

14 Pursuant to sections 363(b) and 105(a) of the Bankruptcy Code, the Debtor requests authority,  
15 in the ordinary course of business and consistent with past practice, to maintain its Business Forms,  
16 which is an integral part of its Cash Management System, so that it may continue to conduct its  
17 ordinary course of business dealings and transactions.

18 Section 363(b)(1) of the Bankruptcy Code provides that, "[t]he [debtor], after notice and a  
19 hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate  
20 ..." See, 11 U.S.C. § 363(b)(1). Further, Section 105(a) of the Bankruptcy Code provides in pertinent  
21 part, "[t]he Court may issue any order, process, or judgment that is necessary or appropriate to carry  
22 out the provisions of this title." Id. § 105(a). Section 105(a) of the Bankruptcy Code codifies the  
23 inherent equitable powers of the bankruptcy court.

24 As described above, in the ordinary course of business, the Debtor uses numerous varieties of  
25 Business Forms, and it seeks the Court's authorization to continue the use of these forms postpetition.

26 By virtue of the nature and scope of the Debtor's business operations, requiring the Debtor to  
27 use new business forms will increase the Debtor's costs, as well as create delays in the Debtor's  
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1 operations which would critically hinder the Debtor's operations and reorganization efforts. To  
2 minimize expenses and disruption and delay to the estate, the Debtor requests authority to continue to  
3 use all correspondence and Business Forms (including, but not limited to, checks, letterhead, purchase  
4 orders and invoices) as such forms were in existence immediately prior to the Petition Date. The  
5 Debtor submits that these efforts are prudent and sufficient to protect the interests of parties dealing  
6 with the Debtor on a postpetition basis, while avoiding unnecessary expenses and administrative  
7 delays at this critical time.

8 IV.

9 **WAIVER OF BANKRUPTCY RULES 6004 (a) AND 6004(h) IS WARRANTED AND**  
10 **JUSTIFIED UNDER THE FACTS AND CIRCUMSTANCES OF THIS CASE**

11 To implement the foregoing successfully, and given the nature of the relief requested herein,  
12 the Debtor respectfully requests a finding that (i) the notice requirements under Bankruptcy Rule  
13 6004(a) are met and (ii) the 14-day stay under Bankruptcy Rule 6004(h) is waived. Such waiver is  
14 warranted here because the continued use of the its existing Cash Management System, Main  
15 Operating Bank Account, and Business Forms is essential to prevent potentially irreparable harm to  
16 the Debtor's business, value, and ability to reorganize.

17 V.

18 **PROPOSED NOTICE PARTIES AND NOTICE OF THE MOTION**  
19 **IS APPROPRIATE UNDER THE FACTS AND CIRCUMSTANCES OF THIS CASE**

20 The Debtor has separately filed an application for an order shortening time requesting that this  
21 Motion be heard on shortened notice. The Debtor submits that the parties affected by the relief  
22 requested in this Motion, consist of: (a) the Office of the United States Trustee; (b) the twenty (20)  
23 largest unsecured creditors of the Debtor (as identified in the list filed pursuant to Rule 1007(c) of the  
24 Bankruptcy Rules; (c) US Bank; and (d) the Subchapter V trustee, once appointed. The Debtor further  
25 respectfully submits that a copy of this Motion, the Munro Declaration, and notice of a hearing thereof  
26 provided by overnight courier, e-mail or hand-delivery, at the discretion of the Debtor, is fair,  
27 reasonable, and appropriate notice and comports with the requirements of the Bankruptcy Rules and  
28

1 the Local Bankruptcy Rules (“LBR”). See, Bankruptcy Rule 2002; Bankruptcy Rule 9006(c); LBR  
2 Rule 9075-1.

3 **VI.**

4 **CONCLUSION**

5 **WHEREFORE**, the Debtor respectfully requests that the Court enter an order granting the  
6 relief requested herein in its entirety; and such other and further relief as the Court deems just and  
7 proper.

8 DATED: September 16, 2021

**WINTHROP GOLUBOW HOLLANDER, LLP**

9 By: /s/ Richard H. Golubow

10 Richard H. Golubow

Peter W. Lianides

11 [Proposed] General Insolvency Counsel for  
12 Lorna Jane USA, Inc., a California corporation

**PROOF OF SERVICE OF DOCUMENT**

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is: 1301 Dove Street, Suite 500, Newport Beach, CA 92660

A true and correct copy of the foregoing document entitled (*specify*): **DEBTOR’S MOTION FOR ENTRY OF ORDER AUTHORIZING THE CONTINUED USE OF EXISTING CASH MANAGEMENT SYSTEM, MAIN OPERATING BANK ACCOUNT, AND BUSINESS FORMS; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF** will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

**1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):**

Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On **September 16, 2021**, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

- Richard H Golubow rgolubow@wghlawyers.com, jmartinez@wghlawyers.com; mweinberg@wghlawyers.com
- Dare Law dare.law@usdoj.gov
- United States Trustee (LA) ustpregion16.la.ecf@usdoj.gov

**3. SERVED BY EMAIL:** Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on **September 16, 2021**,

I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

Service information continued on attached page

**4. SERVED BY OVERNIGHT MAIL:** Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on **September 17, 2021**, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

September 16, 2021	Jeannie Martinez	/s/ Jeannie Martinez
<i>Date</i>	<i>Printed Name</i>	<i>Signature</i>

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United States Trustee  
915 Wilshire Blvd., Suite 1850  
Los Angeles, CA 90017

Lorna Jane USA, Inc.  
1475 W. 139th St  
Gardena, CA 90249

**LORNA JANE – Landlords - 20 LARGEST- UST – SECURED – RSN - NEF**

US Small Business Administration  
Attn: Ben Raju, District Director  
425 Walnut Street  
Cincinnati, OH 45202  
[jado@sba.gov](mailto:jado@sba.gov)

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Edmond A. Sachse/Ian deLaat  
[idelaat@kennedywilson.com](mailto:idelaat@kennedywilson.com)

Mission Viejo Associates, LP  
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**LANDLORD – STORE 1085**  
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**LANDLORD – STORE 181**  
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Century City Mall, LLC  
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**LANDLORD – STORE 751**  
Irvine Spectrum Center LLC  
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The Irvine Company LLC  
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Irvine Company Retail Properties  
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**LANDLORD – STORE 150C1B**  
Kierland Greenway, LLC  
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**LANDLORD – STORE 1012**  
Premium Outlet Partners LP  
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**LANDLORD – STORE 1200**  
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Westcor Santan Village LLC Santan  
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