



Order Filed on April 17, 2023  
by Clerk  
U.S. Bankruptcy Court  
District of New Jersey

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW JERSEY**

Caption in Compliance with D.N.J. LBR 9004-2(c)  
**COLE SCHOTZ P.C.**

Court Plaza North  
25 Main Street  
P.O. Box 800  
Hackensack, New Jersey 07602-0800  
(201) 489-3000  
(201) 489-1536 Facsimile  
Michael D. Sirota, Esq.  
msirota@coleschotz.com  
Felice R. Yudkin, Esq.  
fyudkin@coleschotz.com  
Rebecca W. Hollander, Esq.  
rhollander@coleschotz.com

**KIRKLAND & ELLIS LLP  
KIRKLAND & ELLIS INTERNATIONAL LLP**

601 Lexington Avenue  
New York, New York 10022  
(212) 446-4800  
(212) 446-4900 Facsimile  
Joshua A. Sussberg, P.C. (*pro hac vice* pending)  
joshua.sussberg@kirkland.com  
Christopher T. Greco, P.C. (*pro hac vice* pending)  
christopher.greco@kirkland.com  
Rachael M. Bentley (*pro hac vice* pending)  
rachael.bentley@kirkland.com

-and-

**KIRKLAND & ELLIS LLP  
KIRKLAND & ELLIS INTERNATIONAL LLP**

300 North LaSalle Street  
Chicago, Illinois 60654  
(312) 862-2000  
(312) 862-2200 Facsimile  
Alexandra Schwarzman, P.C. (*pro hac vice* pending)  
alexandra.schwarzman@kirkland.com

*Proposed Counsel to Debtors*

In re:

DAVID'S BRIDAL, LLC, *et al.*,

Debtors. <sup>1</sup>

Chapter 11

Case No. 23-13131 (CMG)

Judge: Christine M. Gravelle

(Jointly Administered)

<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: David's Bridal, LLC (4563); DBI Midco, Inc. (7392); DBI Holdco II, Inc. (7512); DBI Investors, Inc. (3857); David's Bridal Canada, Inc. (N/A); and Blueprint Registry, LLC (2335). The location of debtor

**Honorable Christine M. Gravelle  
United States Bankruptcy Judge**

Page (2)

Debtor: DAVID'S BRIDAL, LLC, *et al.*

Case No.: 23-13131 (CMG)

Caption of Order: INTERIM ORDER (I) AUTHORIZING DEBTORS TO PAY OR HONOR PREPETITION CLAIMS OF (A) CRITICAL VENDORS AND (B) LIEN CLAIMANTS AND (II) GRANTING RELATED RELIEF

---

**INTERIM ORDER (I) AUTHORIZING THE DEBTORS TO PAY OR HONOR  
PREPETITION CLAIMS OF (A) CRITICAL VENDORS AND (B) LIEN CLAIMANTS  
AND (II) GRANTING RELATED RELIEF**

The relief set forth on the following pages, numbered three (3) through nine (9), is hereby ORDERED.

---

David's Bridal, LLC's principal place of business and the debtors' service address in these chapter 11 cases is 1001 Washington Street, Conshohocken, Pennsylvania 19428.

Page (3)

Debtor: DAVID'S BRIDAL, LLC, *et al.*

Case No.: 23-13131 (CMG)

Caption of Order: INTERIM ORDER (I) AUTHORIZING DEBTORS TO PAY OR HONOR PREPETITION CLAIMS OF (A) CRITICAL VENDORS AND (B) LIEN CLAIMANTS AND (II) 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”), (i) authorizing the Debtors to pay or honor prepetition claims of (a) Critical Vendors, and (b) Lien Claimants and (ii) 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. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11* of the United States District Court for the District of New Jersey, entered July 23, 1984, and amended on September 18, 2012 (Simandle, C.J.); 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 interim 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 under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the interim 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 interim 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 in this Interim Order.

---

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

Page (4)

Debtor: DAVID'S BRIDAL, LLC, *et al.*

Case No.: 23-13131 (CMG)

Caption of Order: INTERIM ORDER (I) AUTHORIZING DEBTORS TO PAY OR HONOR PREPETITION CLAIMS OF (A) CRITICAL VENDORS AND (B) LIEN CLAIMANTS AND (II) GRANTING RELATED RELIEF

---

1. The final hearing (the “Final Hearing”) on the Motion shall be held on **May 18, 2023, at 10:00 a.m., prevailing Eastern 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 Eastern Time, on May 11, 2023**. Any objection shall set forth in writing and with particularity the factual and legal basis of the objection. If no objections are filed to the Motion, the Court may enter an order approving the relief requested in the Motion on a final basis without further notice or hearing.

2. The Debtors are authorized, but not directed, in the reasonable exercise of their business judgment pursuant to sections 105(a), 363, and 503(b) of the Bankruptcy Code, to pay some or all of the Trade Claims; *provided* that the Debtors’ payment of Trade Claims shall not exceed \$8.9 million (the “Interim Cap”) from the date of this Interim Order until such time as a final order is entered granting the requested relief, unless otherwise ordered by the Court. To the extent the Debtors do not exhaust the Interim Cap prior to the Final Hearing, parties in interest may challenge the Debtors’ right to use the unspent portion of the Interim Cap at the Final Hearing.

3. As a condition to payment of any Trade Claimant, the Debtors are authorized to negotiate trade terms with any Trade Claimant that vary from the Customary Trade Terms (the “Negotiated Trade Terms”) to the extent the Debtors determine that such terms are necessary to procure essential merchandise or services or are otherwise in the best interests of the Debtors’ estate.

4. A Trade Vendor’s acceptance of payment is deemed to be acceptance of the terms of this Order, and if the Critical Vendor thereafter does not provide the Debtors with Customary Trade Terms or Negotiated Trade Terms during these chapter 11 cases, then any payments of pre-

Page (5)

Debtor: DAVID'S BRIDAL, LLC, *et al.*

Case No.: 23-13131 (CMG)

Caption of Order: INTERIM ORDER (I) AUTHORIZING DEBTORS TO PAY OR HONOR PREPETITION CLAIMS OF (A) CRITICAL VENDORS AND (B) LIEN CLAIMANTS AND (II) GRANTING RELATED RELIEF

---

petition claims made after the Petition Date may be deemed to be unauthorized post-petition transfers and recoverable by the Debtors in these chapter 11 cases.

5. The Debtors, in their sole discretion, may require Trade Claimants to enter into an agreement (the "Vendor Agreement"), substantially in the form attached to the Motion as **Exhibit 1**, as a condition to paying a Trade Claim.

6. If the Debtors, in their sole discretion, determine that a Trade Claimant has not complied with the terms and provisions of a Vendor Agreement or has failed to continue to provide Customary or Negotiated Trade Terms, the Debtors may terminate such Vendor Agreement or other undocumented arrangement, together with the other benefits to the Trade Claimant as contained in this Interim Order, *provided, however*, that such agreement may be reinstated if (a) such determination is subsequently reversed by the Court for good cause after it is shown that the determination was materially incorrect after notice and a hearing following a motion from the Trade Claimant, (b) the underlying default under the Vendor Agreement is fully cured by the Trade Claimant not later than five (5) business days after the date the initial default occurred, or (c) the Debtors, in their sole discretion, reaches a subsequent agreement with the Trade Claimant.

7. If a Vendor Agreement is terminated as set forth above, or if a Trade Claimant that has received payment of a pre-petition claim later refuses to continue to supply merchandise or services for the applicable period in compliance with the Vendor Agreement, Customary or Negotiated Trade Terms, or this Interim Order, then (i) the Debtors may declare that the payment of the creditor's Critical Vendor Claim is a voidable post-petition transfer pursuant to Bankruptcy Code section 549(a) that the Debtors may recover in cash or in goods from such Trade Claimant,

Page (6)

Debtor: DAVID'S BRIDAL, LLC, *et al.*

Case No.: 23-13131 (CMG)

Caption of Order: INTERIM ORDER (I) AUTHORIZING DEBTORS TO PAY OR HONOR PREPETITION CLAIMS OF (A) CRITICAL VENDORS AND (B) LIEN CLAIMANTS AND (II) GRANTING RELATED RELIEF

---

(ii) Debtors may then take any and all appropriate steps to cause such Trade Claimant to return such payment in respect of a Trade Claim to the extent that the aggregate amount of such payment exceeds the post-petition obligations then outstanding, and (iii) the creditor's Trade Claim shall be reinstated in such an amount so as to restore the Debtors and the Trade Claimant to their original positions as if the Vendor Agreement had never been entered into and no payment of such Trade Claim had been made.

8. As a further condition of receiving payment on a Trade Claim, the Debtors are authorized, in their sole discretion, to require that such Trade Claimant agree to take whatever action is necessary to remove any trade liens at such Trade Claimant's sole cost and expense and waive any right to assert a trade lien on account of the paid Trade Claim.

9. In accordance with this Interim Order (or other order of this Court), each of the financial institutions at which the Debtors maintain its accounts relating to the payment of the obligations described in the Motion is authorized and directed to (i) receive, process, honor, and pay all checks presented for payment and to honor all fund transfer requests made by the Debtors related thereto, to the extent that sufficient funds are on deposit in those accounts and (ii) accept and rely on all representations made by the Debtors with respect to which checks, drafts, wires, or automated clearing house transfers should be honored or dishonored in accordance with this or any other order of this Court, whether such checks, drafts, wires, or transfers are dated prior to, on or subsequent to the Petition Date, without any duty to inquire otherwise.

10. Nothing contained in the Motion or this Interim Order or any payment made pursuant to the authority granted by this Interim Order is intended to be or shall be construed as

Page (7)

Debtor: DAVID'S BRIDAL, LLC, *et al.*

Case No.: 23-13131 (CMG)

Caption of Order: INTERIM ORDER (I) AUTHORIZING DEBTORS TO PAY OR HONOR PREPETITION CLAIMS OF (A) CRITICAL VENDORS AND (B) LIEN CLAIMANTS AND (II) GRANTING RELATED RELIEF

---

(i) an admission as to the validity of any claim against the Debtors, (ii) a waiver of the Debtors' or any appropriate party in interest's rights to dispute any claim, or (iii) an approval or assumption of any agreement, contract, program, policy, or lease under section 365 of the Bankruptcy Code.

11. Notwithstanding entry of this Interim Order, nothing herein shall create, nor is intended to create, any rights in favor of or enhance the status of any claim held by any party.

12. Notwithstanding anything to the contrary herein, nothing in this Interim Order authorizes the use of cash collateral, and any payments authorized to be made pursuant to this Interim Order shall be subject to the terms of any orders authorizing the issuance of debtor-in-possession financing and/or use of cash collateral entered by this Court in these chapter 11 cases.

13. Notwithstanding anything to the contrary in this Interim Order, the Motion, or the Vendor Agreement, the priority status of a creditor's claim shall not be affected by whether such creditor executes a Vendor Agreement or provides Merchandise or services to the Debtors under Customary or Negotiated Trade Terms.

14. Upon the Debtors' payment of any Lien Claim, any lien securing same shall be immediately released, void, and of no further force and effect, without further action by the Debtors.

15. Irrespective of whether the Debtors and a Critical Vendor enter into a Vendor Agreement, in the event a Critical Vendor who receives a critical vendor payment thereafter refuses to supply goods on customary trade terms, the Debtors may then take any and all appropriate steps to cause such Critical Vendor to repay payments made to it on account of its pre-

Page (8)

Debtor: DAVID'S BRIDAL, LLC, *et al.*

Case No.: 23-13131 (CMG)

Caption of Order: INTERIM ORDER (I) AUTHORIZING DEBTORS TO PAY OR HONOR PREPETITION CLAIMS OF (A) CRITICAL VENDORS AND (B) LIEN CLAIMANTS AND (II) GRANTING RELATED RELIEF

---

petition Trade Claim to the extent that such payments exceed the post-petition amounts then owing to such Critical Vendor.

16. Notwithstanding anything to the contrary in the Motion or this Interim Order, any payment made or authorization hereunder shall be subject to the applicable budget and/or cash collateral authorization requirements imposed on the Debtors under any order(s) of this Court authorizing the Debtors' use of cash collateral and post-petition debtor-in-possession financing facilities, including any order(s) authorizing post-petition financing.

17. The requirements of Bankruptcy Rule 6003(b) have been satisfied.

18. The requirements of Bankruptcy Rule 6004(a) are waived.

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

20. This Interim Order is effective only from the date of entry through this Court's disposition of the Motion on a final basis; provided that the Court's ultimate disposition of the Motion on a final basis shall not impair or otherwise affect any action taken pursuant to this Interim Order.

21. Any party in interest may move for modification of this Order in accordance with D.N.J. LBR 9013-5(e).

22. A true copy of this Order shall be served on all required parties pursuant to D.N.J. LBR 9013-5(f).



Page (9)

Debtor: DAVID'S BRIDAL, LLC, *et al.*

Case No.: 23-13131 (CMG)

Caption of Order: INTERIM ORDER (I) AUTHORIZING DEBTORS TO PAY OR HONOR PREPETITION CLAIMS OF (A) CRITICAL VENDORS AND (B) LIEN CLAIMANTS AND (II) GRANTING RELATED RELIEF

---

23. The requirement set forth in Local Rule 9013-1(a)(3) that any motion be accompanied by a memorandum of law is hereby deemed satisfied by the contents of the Motion or otherwise waived.

24. The Debtors are authorized to take all action necessary to carry out this Interim Order.