

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF TEXAS  
SAN ANTONIO DIVISION**

In re: § Chapter 11  
A’GACI, L.L.C., §  
Debtor. § Case No. 18-50049-rbk-11  
§  
§

**DISCLOSURE STATEMENT IN SUPPORT OF THE PLAN  
OF REORGANIZATION OF A’GACI, L.L.C. PURSUANT TO  
CHAPTER 11 OF THE BANKRUPTCY CODE**

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**ATTORNEYS FOR DEBTOR**

Dated: May 7, 2018

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EXHIBITS TO THE DISCLOSURE STATEMENT

- Exhibit 1 – Chapter 11 Plan
- Exhibit 2 – Liquidation Analysis
- Exhibit 3 – Financial Projections
- Exhibit 4 – Recovery Analysis
- Exhibit 5 – Preference Period Payments



**ARTICLE I.  
INTRODUCTION**

The Debtor<sup>1</sup> hereby submits this Disclosure Statement for use in the solicitation of votes on the *Plan of Reorganization of A’GACI, L.L.C. Pursuant to Chapter 11 of the Bankruptcy Code (i.e., the Plan)*. The Plan is annexed as **Exhibit 1** to this Disclosure Statement.

This Disclosure Statement sets forth certain relevant information regarding the Debtor’s prepetition operations and financial history, the need to seek chapter 11 protection, significant events that have occurred during the Chapter 11 Case, and the resultant analysis of the expected return to the Debtor’s Creditors. This Disclosure Statement also describes terms and provisions of the Plan, including certain alternatives to the Plan, certain effects of confirmation of the Plan, certain risk factors associated with the Plan, and the manner in which distributions will be made under the Plan. Additionally, this Disclosure Statement discusses the confirmation process and the voting procedures that holders of Claims must follow for their votes to be counted.

All descriptions of the Plan set forth in this Disclosure Statement are for summary purposes only. To the extent of any inconsistency between this Disclosure Statement and the Plan, the Plan shall control. You are encouraged to review the Plan in full.

YOU ARE BEING SENT THIS DISCLOSURE STATEMENT BECAUSE YOU ARE A CREDITOR OR OTHER PARTY IN INTEREST OF THE DEBTOR. THIS DOCUMENT DESCRIBES A CHAPTER 11 PLAN WHICH, WHEN CONFIRMED BY THE BANKRUPTCY COURT, WILL GOVERN HOW YOUR CLAIM OR INTEREST WILL BE TREATED. THE DEBTOR URGES YOU TO REVIEW THE DISCLOSURE STATEMENT AND THE PLAN CAREFULLY. THE DEBTOR BELIEVES THAT ALL CREDITORS SHOULD VOTE IN FAVOR OF THE PLAN.

**A. Summary of Plan**

The Plan provides for the resolution of Claims against and Interests in the Debtor and implements a distribution scheme pursuant to the Bankruptcy Code. Distributions under the Plan shall be made with: (1) Cash on hand, including Cash from operations; (2) the proceeds from the New Membership Interests; (3) the New Credit Facility; and (4) the Class 6 Note, as applicable.

Under the Plan, Claims and Interests are classified and each class has its own treatment. The table below describes each class of Claims and Interests, which holders of Claims and

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<sup>1</sup>Except as otherwise provided in this Disclosure Statement, capitalized terms herein have the meaning ascribed to them in the Plan. Any capitalized term used herein that is not defined in the Plan shall have the meaning ascribed to that term in the Bankruptcy Code or Bankruptcy Rules, whichever is applicable.

Interests belong in each class, the treatment of each class of Claims or Interests, and the expected recovery of each holder of Claims or Interests in the respective class.<sup>2</sup>

Summary of Plan Treatment	
Class Description	Treatment
Class 1 – Chase Secured Claim	<p>On the Effective Date, Chase shall receive, except to the extent that Chase agrees to a less favorable treatment, in full and final satisfaction, compromise, settlement, release, and discharge of and in exchange for the Chase Secured Claim, Payment in Full, in Cash, of its Allowed Class 1 Claim; provided, however, there shall be no distribution for or on account of the Chase Waived Fees. Upon satisfaction of the Chase Secured Claim in accordance with the terms of the Plan, on the Effective Date, all liens and security interests granted to secure the Chase Secured Claim shall be terminated and of no further force and effect.</p> <p style="text-align: right;">Estimated total Allowed Class 1 Claims: \$5.8 million<sup>3</sup></p> <p style="text-align: right;">Projected recovery: 100%</p>
Class 2 – BOA Secured Claim	<p>BOA shall receive, on or after the Effective Date, except to the extent that BOA agrees to a less favorable treatment, in full and final satisfaction, compromise, settlement, release, and discharge of and in exchange for the BOA Secured Claim the collateral securing its Allowed Class 2 Claim.</p> <p style="text-align: right;">Projected recovery: 100%</p>

<sup>2</sup> The estimated totals contained in the Summary of Plan Treatment are based upon the Debtor’s Schedules of Assets and Liabilities, unless otherwise provided.

<sup>3</sup> In the Cash Collateral Order, the Debtor stipulated that the aggregate principal amount of \$6,183,978.21 was due and owing to Chase, plus certain interest, fees, expenses, and other charges. Pursuant to certain adequate protection payments approved by the Cash Collateral Order, the outstanding balance of the Chase Secured Claim has been reduced to approximately \$5.8 million as of May 7, 2018, and is subject to further reduction prior to the Effective Date.

<b>Class Description</b>	<b>Treatment</b>
<p>Class 3 – Other Secured Claims</p>	<p>At the option of the Debtor, each holder of an Allowed Other Secured Claim shall receive, on or after the Effective Date, except to the extent that a holder of an Allowed Other Secured Claim agrees to a less favorable treatment, in full and final satisfaction, compromise, settlement, release, and discharge of and in exchange for each Other Secured Claim, the following: (i) Payment in full in Cash of its Allowed Class 3 Claim; (ii) The collateral securing its Allowed Class 3 Claim; provided, however, any collateral remaining after satisfaction of such Allowed Class 3 Claim shall revert in the Debtor pursuant to the Plan; or (iii) Reinstatement of its Allowed Class 3 Claim.</p> <p>Estimated total Allowed Class 3 Claims: \$0</p> <p>Projected recovery: 100%</p>
<p>Class 4 – Secured Tax Claims</p>	<p>At the option of the Debtor, each holder of an Allowed Secured Tax Claim shall receive, on or after the Effective Date, except to the extent that a holder of an Allowed Secured Tax Claim agrees to a less favorable treatment, in full and final satisfaction, compromise, settlement, release, and discharge of and in exchange for each Secured Tax Claim, the following: (i) Payment in full in Cash of its Allowed Class 4 Claim; (ii) The collateral securing its Allowed Class 4 Claim; provided, however, any collateral remaining after satisfaction of such Allowed Class 4 Claim shall revert in the Reorganized Debtor pursuant to the Plan; or (iii) Such other treatment consistent with the requirements of Bankruptcy Code section 1129(a)(9).</p> <p>Estimated total Allowed Class 4 Claims: \$0</p> <p>Projected recovery: 100%</p>

<b>Class Description</b>	<b>Treatment</b>
<p>Class 5 – Other Priority Unsecured Claims</p>	<p>At the option of the Debtor, each holder of an Allowed Other Priority Unsecured Claim shall receive, on or after the Effective Date, except to the extent that a holder of an Allowed Other Priority Unsecured Claim agrees to a less favorable treatment, in full and final satisfaction, compromise, settlement, release, and discharge of and in exchange for each Other Priority Unsecured Claim, the following: (i) Payment in full in Cash of its Allowed Class 5 Claim; or (ii) Such other treatment as is consistent with the requirements of Bankruptcy Code section 1129(a)(9).</p> <p>Estimated total Allowed Class 5 Claims: \$0</p> <p>Projected recovery: 100%</p>
<p>Class 6 - General Unsecured Claims</p>	<p>Except to the extent that a holder of an Allowed General Unsecured Claim agrees to less favorable treatment, in full and final satisfaction, compromise, settlement, release, and discharge of and in exchange for each General Unsecured Claim, each holder of an Allowed Class 6 Claim shall receive its Pro Rata share of the Class 6 Note.</p> <p>The Debtor has provided a preliminary estimate of General Unsecured Claims, including rejection damages, in the Recovery Analysis attached hereto as Exhibit 4.</p> <p>Estimated total Allowed Class 6 Claims: \$18.1 million to 19.1 million.<sup>4</sup></p> <p>Projected recovery: Approximately 20.9% to 22.1%</p>
<p>Class 7 – A’GACI Interests</p>	<p>On the Effective Date, Class 7 Interests shall be cancelled and released without any distribution.</p>

<sup>4</sup> The estimated total amount of Allowed Class 6 Claims includes trade Claims, estimated rejection damage Claims for stores that have been rejected (plus anticipated rejection damages from the Distribution Center), litigation Claims, and the General Unsecured Claim of American Express. The estimated total amount of Allowed Class 6 Claims does not include the BOA Deficiency Claim.

More detail regarding the Debtor's estimates of distributions on account of the General Unsecured Claims are provided in the Recovery Analysis attached as **Exhibit 4** (the "Recovery Analysis").

#### **B. Filing of the Debtor's Chapter 11 Case**

On January 9, 2018 (*i.e.*, the Petition Date), the Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Western District of Texas, San Antonio Division. The Debtor Filed the Chapter 11 Case to preserve the value of its estate and to restructure its financial affairs. To such end, the Debtor has continued to manage its properties and is operating and managing its businesses as Debtor in possession in accordance with sections 1107 and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in the Chapter 11 Case.

#### **C. Purpose of Disclosure Statement**

Section 1125 of the Bankruptcy Code requires the Debtor to prepare and obtain court approval of the Disclosure Statement as a prerequisite to soliciting votes on the Plan. The purpose of the Disclosure Statement is to provide information to holders of Claims that will assist them in deciding how to vote on the Plan.

Approval of this Disclosure Statement does not constitute a judgment by the Bankruptcy Court as to the desirability of the Plan or as to the value or suitability of any consideration offered thereunder. The Bankruptcy Court's approval does indicate, however, that the Bankruptcy Court has determined that the Disclosure Statement contains adequate information to permit a Creditor to make an informed judgment regarding acceptance or rejection of the Plan.

#### **D. Hearing on Approval of the Disclosure Statement**

The Bankruptcy Court has set June [12], 2018 at 2:00 p.m. (prevailing Central Time), as the time and date for the hearing (the "Disclosure Statement Hearing") to consider approval of this Disclosure Statement. Once commenced, the Disclosure Statement Hearing may be adjourned or continued by announcement in open court with no further notice.

#### **E. Hearing on Confirmation of the Plan**

The Bankruptcy Court has set July [26], 2018 at 2:00 p.m. (prevailing Central Time), as the date and time for a hearing (the "Confirmation Hearing") to determine whether the Plan has been accepted by the requisite number of holders of Claims, and whether the other standards for confirmation of the Plan have been satisfied. Once commenced, the Confirmation Hearing may be adjourned or continued by announcement in open court with no further notice.

#### **F. Disclaimers**

THIS DISCLOSURE STATEMENT IS PROVIDED FOR USE SOLELY BY HOLDERS OF CLAIMS AND THEIR ADVISERS IN CONNECTION WITH THEIR DETERMINATION TO ACCEPT OR REJECT THE PLAN. NOTHING IN THIS

DISCLOSURE STATEMENT MAY BE RELIED UPON OR USED BY ANY OTHER ENTITY FOR ANY OTHER PURPOSE.

THIS DISCLOSURE STATEMENT CONTAINS IMPORTANT INFORMATION THAT MAY BEAR ON YOUR DECISION REGARDING ACCEPTING THE PLAN. PLEASE READ THIS DOCUMENT WITH CARE.

FACTUAL INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT IS THE REPRESENTATION OF THE DEBTOR ONLY AND NOT OF ITS ATTORNEYS, ACCOUNTANTS OR OTHER PROFESSIONALS. FINANCIAL INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT HAS NOT BEEN SUBJECTED TO AN AUDIT BY AN INDEPENDENT CERTIFIED PUBLIC ACCOUNTANT. THE FINANCIAL PROJECTIONS AND OTHER FINANCIAL INFORMATION, WHILE PRESENTED WITH NUMERICAL SPECIFICITY, NECESSARILY WERE BASED ON A VARIETY OF ESTIMATES AND ASSUMPTIONS THAT ARE INHERENTLY UNCERTAIN AND MAY BE BEYOND THE CONTROL OF THE DEBTOR'S MANAGEMENT.

THE DEBTOR IS NOT ABLE TO CONFIRM THAT THE INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT DOES NOT INCLUDE ANY INACCURACIES. HOWEVER, THE DEBTOR HAS MADE ITS BEST EFFORT TO PROVIDE ACCURATE INFORMATION AND ARE NOT AWARE OF ANY INACCURACY IN THIS DISCLOSURE STATEMENT.

THE INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT HAS NOT BEEN INDEPENDENTLY INVESTIGATED BY THE BANKRUPTCY COURT AND HAS NOT YET BEEN APPROVED BY THE BANKRUPTCY COURT. IN THE EVENT THIS DISCLOSURE STATEMENT IS APPROVED, SUCH APPROVAL DOES NOT CONSTITUTE A DETERMINATION BY THE BANKRUPTCY COURT OF THE FAIRNESS OR MERITS OF THE PLAN OR OF THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT.

THE ONLY REPRESENTATIONS THAT ARE AUTHORIZED BY THE DEBTOR CONCERNING THE DEBTOR, THE VALUE OF ITS ASSETS, THE EXTENT OF ITS LIABILITIES, OR ANY OTHER FACTS MATERIAL TO THE PLAN ARE THE REPRESENTATIONS MADE IN THIS DISCLOSURE STATEMENT. REPRESENTATIONS CONCERNING THE PLAN OR THE DEBTOR OTHER THAN AS SET FORTH IN THIS DISCLOSURE STATEMENT ARE NOT AUTHORIZED BY THE DEBTOR.

HOLDERS OF CLAIMS AND INTERESTS SHOULD NOT CONSTRUE THE CONTENTS OF THIS DISCLOSURE STATEMENT AS PROVIDING ANY LEGAL, BUSINESS, FINANCIAL, OR TAX ADVICE AND ALL SUCH HOLDERS OF CLAIMS AND INTERESTS SHOULD CONSULT WITH THEIR OWN ADVISERS.

THE DEBTOR HAS NO ARRANGEMENT OR UNDERSTANDING WITH ANY BROKER, SALESMAN, OR OTHER PERSON TO SOLICIT VOTES FOR THE PLAN. NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS IN CONNECTION WITH THE PLAN OTHER THAN THOSE

CONTAINED IN THIS DISCLOSURE STATEMENT AND, IF GIVEN OR MADE, SUCH OTHER INFORMATION OR REPRESENTATIONS SHOULD NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE DEBTOR. THE DELIVERY OF THIS DISCLOSURE STATEMENT SHALL NOT UNDER ANY CIRCUMSTANCES CREATE ANY IMPLICATION THAT THE INFORMATION CONTAINED HEREIN IS CORRECT AS OF ANY TIME AFTER THE DATE HEREOF OR THAT THERE HAS BEEN NO CHANGE IN THE INFORMATION SET FORTH HEREIN OR IN THE AFFAIRS OF THE DEBTOR SINCE THE DATE HEREOF. ANY ESTIMATES OF CLAIMS AND INTERESTS SET FORTH IN THIS DISCLOSURE STATEMENT MAY VARY FROM THE FINAL AMOUNTS OF CLAIMS OR INTERESTS ALLOWED BY THE BANKRUPTCY COURT. SIMILARLY, THE ANALYSIS OF ASSETS AND THE AMOUNT ULTIMATELY REALIZED FROM THEM MAY DIFFER MATERIALLY.

THE DESCRIPTION OF THE PLAN CONTAINED HEREIN IS INTENDED TO BRIEFLY SUMMARIZE THE MATERIAL PROVISIONS OF THE PLAN AND IS SUBJECT TO AND QUALIFIED IN ITS ENTIRETY BY REFERENCE TO THE PROVISIONS OF THE PLAN.

THE DEBTOR IS MAKING THE STATEMENTS AND PROVIDING THE FINANCIAL INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT AS OF THE DATE HEREOF, UNLESS OTHERWISE SPECIFICALLY NOTED. ALTHOUGH THE DEBTOR MAY SUBSEQUENTLY UPDATE THE INFORMATION IN THIS DISCLOSURE STATEMENT, THE DEBTOR HAS NO AFFIRMATIVE DUTY TO DO SO, AND EXPRESSLY DISCLAIM ANY DUTY TO PUBLICLY UPDATE ANY FORWARD LOOKING STATEMENTS, WHETHER AS A RESULT OF NEW INFORMATION, FUTURE EVENTS, OR OTHERWISE. HOLDERS OF CLAIMS REVIEWING THIS DISCLOSURE STATEMENT SHOULD NOT INFER THAT, AT THE TIME OF THEIR REVIEW, THE FACTS SET FORTH HEREIN HAVE NOT CHANGED SINCE THIS DISCLOSURE STATEMENT WAS FILED. INFORMATION CONTAINED HEREIN IS SUBJECT TO COMPLETION, MODIFICATION, OR AMENDMENT. THE DEBTOR RESERVE THE RIGHT TO FILE AN AMENDED OR MODIFIED PLAN AND RELATED DISCLOSURE STATEMENT FROM TIME TO TIME, SUBJECT TO THE TERMS OF THE PLAN.

## **ARTICLE II. EXPLANATION OF CHAPTER 11**

### **A. Overview of Chapter 11**

Chapter 11 is the principal reorganization chapter of the Bankruptcy Code. Under chapter 11, a debtor in possession may seek to reorganize its business or to sell the business for the benefit of the debtor's Creditors and other interested parties.

The commencement of a chapter 11 case creates an estate comprising all of the debtor's legal and equitable interests in property as of the date the petition is filed. Unless the bankruptcy court orders the appointment of a trustee, a chapter 11 debtor may continue to manage and control the assets of its estate as a "debtor in possession," as the Debtor has done in the Chapter 11 Case since the Petition Date.

Formulation of a chapter 11 plan is the principal purpose of a chapter 11 case. Such plan sets forth the means for satisfying the Claims of Creditors against, and interests of equity security holders in, the debtor.

## **B. Chapter 11 Plan**

After a plan has been filed, the holders of claims against, or equity interests in, a debtor is permitted to vote on whether to accept or reject the plan. Chapter 11 does not require that each holder of a claim against, or equity interest in, a debtor vote in favor of a plan in order for the plan to be confirmed. At a minimum, however, a plan must be accepted by a majority in number and two-thirds in dollar amount of those claims actually voting from at least one class of claims impaired under the plan. The Bankruptcy Code also defines acceptance of a plan by a class of equity interests as acceptance by holders of two-thirds of the number of shares actually voted.

Classes of claims or equity interests that are not “impaired” under a chapter 11 plan are conclusively presumed to have accepted the plan, and therefore are not entitled to vote. A class is “impaired” if the plan modifies the legal, equitable, or contractual rights attaching to the claims or equity interests of that class. Modification for purposes of impairment does not include curing defaults and reinstating maturity or payment in full in cash. Conversely, classes of claims or equity interests that receive or retain no property under a plan of reorganization are conclusively presumed to have rejected the plan, and therefore are not entitled to vote.

Even if all classes of claims and equity interests accept a chapter 11 plan, the bankruptcy court may nonetheless deny confirmation. Section 1129 of the Bankruptcy Code sets forth the requirements for confirmation and, among other things, requires that a plan be in the “best interest” of impaired and dissenting Creditors and interestholders and that the plan be feasible. The “best interest” test generally requires that the value of the consideration to be distributed to impaired and dissenting Creditors and interestholders under a plan may not be less than those parties would receive if the debtor were liquidated under a hypothetical liquidation occurring under chapter 7 of the Bankruptcy Code. A plan must also be determined to be “feasible,” which generally requires a finding that there is a reasonable probability that the debtor will be able to perform the obligations incurred under the plan and that the debtor will be able to continue operations without the need for further financial reorganization or liquidation.

The bankruptcy court may confirm a chapter 11 plan even though fewer than all of the classes of impaired Claims and equity interests accept it. The bankruptcy court may do so under the “cramdown” provisions of section 1129(b) of the Bankruptcy Code. In order for a plan to be confirmed under the cramdown provisions, despite the rejection of a class of impaired claims or interests, the proponent of the plan must show, among other things, that the plan does not discriminate unfairly and that it is fair and equitable with respect to each impaired class of claims or equity interests that has not accepted the plan.

The bankruptcy court must further find that the economic terms of the particular plan meet the specific requirements of section 1129(b) of the Bankruptcy Code with respect to the subject objecting class. If the proponent of the plan proposes to seek confirmation of the plan under the provisions of section 1129(b) of the Bankruptcy Code, the proponent must also meet all applicable requirements of section 1129(a) of the Bankruptcy Code (except section 1129(a)(8))



of the Bankruptcy Code). Those requirements include the requirements that (i) the plan comply with applicable Bankruptcy Code provisions and other applicable law, (ii) that the plan be proposed in good faith, and (iii) that at least one impaired class of Creditors or interestholders has voted to accept the plan.

### **ARTICLE III. VOTING PROCEDURES AND CONFIRMATION REQUIREMENTS**

#### **A. Ballots and Voting Deadline**

Holders of Claims entitled to vote on the Plan will receive instructions for submitting a Ballot to vote to accept or reject the Plan. After carefully reviewing the Disclosure Statement, including all exhibits, each holder of a Claim or Interest (or its authorized representative) entitled to vote should follow the instructions to indicate its vote on the Ballot. All holders of Claims (or their authorized representatives) entitled to vote must (i) carefully review the Ballot and the instructions for completing it, (ii) complete all parts of the Ballot, and (iii) submit the Ballot by the deadline (*i.e.*, the Voting Deadline) for the Ballot to be considered. Holders of Claims entitled to vote must mail the Ballot(s) to Kurtzman Carson Consultants LLC (*i.e.*, the Claims and Balloting Agent) at the following address: A'GACI Ballot Processing Center, c/o KCC, 2335 Alaska Avenue, El Segundo, CA 90245. Holders of Claims may contact the Claims and Balloting Agent by telephone at (888) 251-3076 or (310) 751-2617 (if outside of the United States or Canada), or through the Debtor's Chapter 11 Case website: [www.kccllc.net/AGACI](http://www.kccllc.net/AGACI).

The Bankruptcy Court has directed that, in order to be counted for voting purposes, Ballots for the acceptance or rejection of the Plan must be received by the Claims and Balloting Agent by no later than **July [16], 2018**.

**BALLOTS MUST BE SUBMITTED SO AS TO BE ACTUALLY RECEIVED BY THE CLAIMS AND BALLOTING AGENT NO LATER THAN JULY [16], 2018. ANY BALLOTS SUBMITTED AFTER THE VOTING DEADLINE WILL NOT BE COUNTED.**

#### **B. Solicitation Materials**

The Debtor is providing a notice (which contains a link to the Plan, Disclosure Statement, and Disclosure Statement Approval Order, including any amendment, attachment, exhibit, or supplement related thereto) and related materials and a Ballot (*i.e.*, the Solicitation Materials) to record holders (as of the Voting Record Date) of the Claims in Classes 1 through 6.

#### **C. Holders of Claims Entitled to Vote**

Any holder of a Claim of the Debtor whose Claim is Impaired under the Plan is entitled to vote if either (i) the Claim has been listed in the Schedules of Assets and Liabilities in an amount greater than zero (and the Claim is not scheduled as disputed, contingent, or unliquidated) or (ii) the holder of a Claim has Filed a Proof of Claim (that is not contingent or in an unknown amount) on or before the Voting Record Date.

Any holder of a Claim as to which an objection has been Filed (and such objection is still pending) is not entitled to vote, unless the Bankruptcy Court (on motion by a party whose Claim is subject to an objection) temporarily allows the Claim in an amount that it deems proper for the purpose of accepting or rejecting the Plan. Such motion must be heard and determined by the Bankruptcy Court on or before the Voting Deadline.

In addition, a vote may be disregarded if the Bankruptcy Court determines that the acceptance or rejection was not solicited or procured in good faith or in accordance with the applicable provisions of the Bankruptcy Code.

#### **D. Definition of Impairment**

Under section 1124 of the Bankruptcy Code, a class of Claims or equity interests is impaired under a chapter 11 plan unless, with respect to each Claim or equity interest of such class, the plan:

- (1) leaves unaltered the legal, equitable, and contractual rights to which such Claim or interest entitles the holder of such Claim or interest; or
- (2) notwithstanding any contractual provision or applicable law that entitles the holder of such Claim or interest to demand or receive accelerated payment of such Claim or interest after the occurrence of a default:
  - (a) cures any such default that occurred before or after the commencement of the case under this title, other than a default of a kind specified in section 365(b)(2) of the Bankruptcy Code or of a kind that section 365(b)(2) of the Bankruptcy Code expressly does not require to be cured;
  - (b) reinstates the maturity of such Claim or interest as such maturity existed before such default;
  - (c) compensates the holder of such Claim or interest for any damages incurred as a result of any reasonable reliance by such holder on such contractual provision or such applicable law;
  - (d) if such Claim or such interest arises from any failure to perform a nonmonetary obligation, other than a default arising from failure to operate a nonresidential real property lease subject to section 365(b)(1)(A) of the Bankruptcy Code, compensates the holder of such Claim or such interest (other than the debtor or an insider) for any actual pecuniary loss incurred by such holder as a result of such failure; and
  - (e) does not otherwise alter the legal, equitable, or contractual rights to which such Claim or interest entitles the holder of such Claim or interest.

## **E. Classes Impaired or Unimpaired Under the Plan**

Classes 1, 2, 3, 4, 5, and 6 are Impaired under the Plan. Therefore, holders of Claims in Classes 1, 2, 3, 4, 5, and 6 are eligible, subject to the voting requirements described above, to vote to accept or reject the Plan.

Class 1 is Impaired because, among other reasons, Chase will not be paid the Chase Waived Fees. Class 2 is Impaired because the proposed return of the collateral securing BOA's Allowed Class 2 Claim in full and final satisfaction, compromise, settlement, release, and discharge of the BOA Secured Claim alters legal, equitable, or contractual rights of BOA with respect to the BOA Secured Claim.

Classes 3, 4, and 5 are Impaired because one or more of the proposed potential alternative treatments of Classes 3, 4, and 5 alters the legal, equitable, or contractual rights of holders of Allowed Claims in such Classes.

Class 6 is Impaired because Allowed General Unsecured Claims will not be paid in full.

Class 7 A'GACI Interests are Impaired and will not be entitled to a distribution under the Plan. Holders of Interests in Class 7 are, therefore, conclusively deemed to have rejected the Plan. Holders of Interests in Class 7 will not be entitled to vote on the Plan pursuant to section 1126(g) of the Bankruptcy Code.

## **F. Information on Voting and Vote Tabulations**

### **1. Transmission of Ballots to Holders of Claims**

Instructions for completing and submitting Ballots are being provided to all holders of Claims entitled to vote on the Plan in accordance with the Bankruptcy Rules. Those holders of Claims whose Claims are unimpaired under the Plan are conclusively presumed to have accepted the Plan under section 1126(f) of the Bankruptcy Code, and therefore need not vote with regard to the Plan. Under section 1126(g) of the Bankruptcy Code, holders of Claims who do not either receive or retain any property under the Plan are deemed to have rejected the Plan. In the event a holder of a Claim or Interest does not vote, the Bankruptcy Court may deem such holder of a Claim or Interest to have accepted the Plan.

### **2. Ballot Tabulation Procedures**

The Claims and Balloting Agent shall count all Ballots filed on account of (1) Claims in the Schedules of Assets and Liabilities, that are not listed as contingent, unliquidated or disputed, and are listed in an amount in excess of \$0.00; and (2) Proofs of Claim Filed by the Voting Record Date that are not asserted as contingent or unliquidated, and are asserted in an amount in excess of \$0.00. If no Claim is listed in the Schedules of Assets or Liabilities, and no Proof of Claim is Filed by the Voting Record Date, such Creditor shall not be entitled to vote on the Plan on account of such Claim, subject to the procedures below. Further, the Claims and Balloting Agent shall not count any votes on account of Claims that are subject to an objection which has been Filed (and such objection is still pending), unless and to the extent the Court has overruled

such objection by the Voting Record Date. The foregoing general procedures will be subject to the following exceptions and clarifications:

- (a) if a Claim is Allowed under the Plan or by order of the Court, such Claim is Allowed for voting purposes in the Allowed amount set forth in the Plan or the order;
- (b) if a Claim is listed in the Debtor's Schedules of Assets and Liabilities or a Proof of Claim is timely Filed by the Voting Record Date, and such Claim is not listed or asserted as contingent, unliquidated, or disputed, and is listed or asserted in an amount in excess of \$0.00, such Claim is temporarily Allowed for voting purposes in the amount set forth in the Debtor's Schedules of Assets and Liabilities or as asserted in the Proof of Claim;
- (c) if a Claim is listed in the Debtor's Schedules of Assets and Liabilities or a Proof of Claim is timely Filed by the Voting Record Date, and such Claim is only partially listed or asserted as contingent, unliquidated, or disputed, such Claim is temporarily Allowed for voting purposes only in the amount not listed or asserted as contingent, unliquidated or disputed in the Debtor's Schedules of Assets and Liabilities or in the Proof of Claim;
- (d) if a Claim is listed in the Debtor's Schedules of Assets and Liabilities or a Proof of Claim is timely Filed by the Voting Record Date, and such Claim is listed or asserted as contingent, unliquidated, or disputed, or is listed or asserted for \$0.00 or an undetermined amount, such Claim shall not be counted for voting purposes;
- (e) if a Claim is not listed in the Debtor's Schedules of Assets and Liabilities and a Proof of Claim is Filed after the Voting Record Date, such Claim is temporarily Allowed for voting purposes only if such Creditor obtains an order of the Court temporarily allowing the Claim for voting purposes prior to the Voting Deadline;
- (f) any Claim to which there remains a pending objection as of the Voting Deadline, or an order has been entered granting such objection, such Claim shall not be counted for voting purposes;
- (g) if a Creditor has Filed duplicate Proofs of Claim by the Voting Record Date against one or more Debtor, such Creditor's Claim shall only be counted once for the Debtor at which the Creditor's Claim is pending for voting purposes unless the Debtor determine there is a Claim pending against multiple Debtor; and
- (h) if a Proof of Claim has been amended by a later-Filed Proof of Claim, the earlier-Filed Claim will not be entitled to vote, and to the extent the later-Filed Proof of Claim is filed after the Voting Record Date, such later-Filed Proof of

Claim must have been temporarily allowed for voting purposes by the Voting Record Date to be counted.

The following procedures shall apply for tabulating votes:

- (a) any Ballot that is otherwise timely completed, executed, and properly cast to the Claims and Balloting Agent but does not indicate an acceptance or rejection of the Plan, or that indicates both an acceptance and rejection of the Plan, shall not be counted; if no votes to accept or reject the Plan are received with respect to a particular Class that is entitled to vote on the Plan, such Class shall be deemed to have voted to accept the Plan;
- (b) if a Creditor casts more than one (1) Ballot voting the same Claim before the Voting Deadline, the last properly cast Ballot received before the Voting Deadline shall be deemed to reflect the voter's intent and thus supersede any prior Ballots;
- (c) Creditors must vote all of their Claims within a particular Class to either accept or reject the Plan, and may not split their votes within a particular Class and thus a Ballot (or group of Ballots) within a particular Class that partially accepts and partially rejects the Plan shall not be counted;
- (d) a Creditor who votes an amount related to a Claim that has been paid or otherwise satisfied in full or in part shall only be counted for the amount that remains unpaid or not satisfied, and if such Claim has been fully paid or otherwise satisfied, such vote will not be counted for purposes of amount or number; and
- (e) for purposes of determining whether the numerosity and amount requirements of sections 1126(c) and 1126(d) of the Bankruptcy Code have been satisfied, the Debtor will tabulate only those Ballots received by the Voting Deadline. For purposes of the numerosity requirement of section 1126(c) of the Bankruptcy Code, separate Claims held by a single Creditor in a particular Class shall be aggregated as if such Creditor held one (1) Claim against the Debtor in such Class, and the votes related to such Claims shall be treated as a single vote to accept or reject the Plan.

The following Ballots shall not be counted or considered for any purpose in determining whether the Plan has been accepted or rejected:

- (a) any Ballot received after the Voting Deadline, unless the Debtor, in its discretion, grants an extension of the Voting Deadline with respect to such Ballot;
- (b) any Ballot that is illegible or contains insufficient information to permit identification of the voter;
- (c) any Ballot cast by a Person that does not hold a Claim or Interest in a Class that is entitled to vote to accept or reject the Plan;
- (d) any duplicate Ballot will only be counted once;

- (e) any unsigned Ballot or paper Ballot that does not contain an original signature; and
- (f) any Ballot transmitted to the Claims and Balloting Agent by facsimile or electronic mail, unless the Debtor, in its discretion, consents to such delivery method.

### **3. Execution of Ballots by Representatives**

To the extent applicable, if a Ballot is submitted by trustees, executors, administrators, guardians, attorneys-in-fact, officers of corporations, or others acting in a fiduciary or representative capacity, such Persons must indicate their capacity when submitting the Ballot and, at the Debtor's request, must submit proper evidence satisfactory to the Debtor of their authority to so act. For purposes of voting tabulation, a Ballot submitted by a representative shall account for the total number of represented parties with respect to the numerosity requirement set forth in this Article.

### **4. Waivers of Defects and Other Irregularities Regarding Ballots**

Unless otherwise directed by the Bankruptcy Court, all questions concerning the validity, form, eligibility (including time of receipt), acceptance, and revocation or withdrawal of Ballots will be determined by the Debtor in its sole discretion, whose determination will be final and binding. The Debtor reserves the right to reject any and all Ballots not in proper form, the acceptance of which would, in the opinion of the Debtor or its counsel, be unlawful. The Debtor further reserves the right to waive any defects or irregularities or conditions of delivery as to any particular Ballot. Unless waived, any defects or irregularities in connection with deliveries of Ballots must be cured within such time as the Debtor (or the Bankruptcy Court) determine. Neither the Debtor nor any other Person will be under any duty to provide notification of defects or irregularities with respect to deliveries of Ballots, nor will any of them incur any liability for failure to provide such notification; *provided, however*, that the Debtor will indicate on the ballot summary the Ballots, if any, that were not counted, and will provide copies of such Ballots with the ballot summary to be submitted at the Confirmation Hearing. Unless otherwise directed by the Bankruptcy Court, delivery of such Ballots will not be deemed to have been made until any irregularities have been cured or waived. Unless otherwise directed by the Bankruptcy Court, Ballots previously furnished, and as to which any irregularities have not subsequently been cured or waived, will be invalidated.

### **5. Withdrawal of Ballots and Revocation**

The Debtor may allow any claimant who submits a properly completed Ballot to supersede or withdraw such Ballot on or before the Voting Deadline. In the event the Debtor does permit such supersession or withdrawal, the claimant, for cause, may change or withdraw its acceptance or rejection of the Plan in accordance with Bankruptcy Rule 3018(a).

**G. Confirmation of Plan**

**1. Solicitation of Acceptances**

The Debtor is soliciting your vote.

NO REPRESENTATIONS OR ASSURANCES, IF ANY, CONCERNING THE DEBTOR OR THE PLAN ARE AUTHORIZED BY THE DEBTOR, OTHER THAN AS SET FORTH IN THIS DISCLOSURE STATEMENT. ANY REPRESENTATIONS OR INDUCEMENTS MADE BY ANY PERSON TO SECURE YOUR VOTE, OTHER THAN THOSE CONTAINED IN THIS DISCLOSURE STATEMENT, SHOULD NOT BE RELIED ON BY YOU IN ARRIVING AT YOUR DECISION, AND SUCH ADDITIONAL REPRESENTATIONS OR INDUCEMENTS SHOULD BE REPORTED TO DEBTOR'S COUNSEL FOR APPROPRIATE ACTION.

THIS IS A SOLICITATION SOLELY BY THE DEBTOR, AND IS NOT A SOLICITATION BY ANY SHAREHOLDER, ATTORNEY, ACCOUNTANT, OR OTHER PROFESSIONAL FOR THE DEBTOR. THE REPRESENTATIONS, IF ANY, MADE IN THIS DISCLOSURE STATEMENT ARE THOSE OF THE DEBTOR AND NOT OF SUCH SHAREHOLDERS, ATTORNEYS, ACCOUNTANTS, OR OTHER PROFESSIONALS, EXCEPT AS MAY BE OTHERWISE SPECIFICALLY AND EXPRESSLY INDICATED.

**2. Requirements for Confirmation of the Plan**

At the Confirmation Hearing, the Bankruptcy Court shall determine whether the requirements of section 1129 of the Bankruptcy Code have been satisfied, in which event the Bankruptcy Court shall enter an order confirming the Plan. The Debtor believe that the Plan satisfies all of the statutory requirements of the Bankruptcy Code for confirmation because, among other things:

- (a) The Plan complies with the applicable provisions of the Bankruptcy Code;
- (b) The Debtor has complied with the applicable provisions of the Bankruptcy Code;
- (c) The Plan has been proposed in good faith and not by any means forbidden by law;
- (d) Any payment or distribution made or promised by the Debtor or by a Person issuing securities or acquiring property under the Plan for services or for costs and expenses in connection with the Plan has been disclosed to the Bankruptcy Court, and any such payment made before the confirmation of the Plan is reasonable, or if such payment is to be fixed after confirmation of the Plan, such payment is subject to the approval of the Bankruptcy Court as reasonable;
- (e) The Debtor has disclosed the identity and affiliation of any individual proposed to serve, after confirmation of the Plan, as a director, officer or voting trustee of the Debtor, an affiliate of the Debtor participating in a joint plan with the Debtor, or a successor to the Debtor under the Plan; the appointment to, or continuance in, such office of such individual is consistent with the interests of holders of Claims and Interests and with public policy;
- (f) Any government regulatory commission with jurisdiction (after confirmation of the Plan) over the rates of the Debtor has approved any rate change provided for in the Plan, or such rate change is expressly conditioned on such approval;

(g) With respect to each Impaired Class of Claims, either each holder of a Claim or Interest of the Class will have accepted the Plan, or will receive or retain under the Plan on account of that Claim or Interest, property of a value, as of the Effective Date, that is not less than the amount that such holder would so receive or retain if the Debtor were liquidated on such date under chapter 7 of the Bankruptcy Code. If section 1111(b)(2) of the Bankruptcy Code applies to the Claims of a Class, each holder of a Claim of that Class will receive or retain under the Plan on account of that Claim property of a value, as of the Effective Date, that is not less than the value of that holder's interest in the Debtor's interest in the property that secures that Claim;

(h) Each Class of Claims will have accepted the Plan or is not Impaired under the Plan, subject to the Debtor's right to seek cramdown of the Plan under section 1129(b) of the Bankruptcy Code;

(i) Except to the extent that the holder of a particular Claim has agreed to a different treatment of such Claim, the Plan provides that with respect to a Claim of a kind specified in Bankruptcy Code §§ 507(a)(2) or (a)(3), on the Effective Date, the holder of such claim will receive on account of such Claim equal to the Allowed amount of such Claim;

(j) Except to the extent that the holder of a particular Claim has agreed to a different treatment of such Claim, the Plan provides that with respect to a Class of Claims of a kind specified in Bankruptcy Code §§ 507(a)(1), 507(a)(4), 507(a)(6), or 507(a)(7), each holder of a Claim of such Class will receive (i) if such class has accepted the Plan, deferred cash payments of a value, as of the Effective Date of the Plan, equal to the Allowed amount of such Claim, or (ii) if such Class has not accepted the Plan, cash on the Effective Date of the Plan equal to the Allowed amount of such Claim;

(k) Except to the extent that the holder of a particular Claim has agreed to a different treatment of such Claim, the Plan provides that with respect to a Claim of a kind specified in Bankruptcy Code § 507(a)(8), the holder of such Claim will receive on account of such Claim regular installment payments in cash (i) of a total value, as of the Effective Date of the Plan, equal to the allowed amount of such Claim; (ii) over a period ending not later than 5 years after the date of the order for relief under Bankruptcy Code §§ 301, 302, or 303; and (iii) in a manner not less favorable than the most favored non-priority unsecured Claim provided for by the Plan (other than cash payments made to a Class of creditors under Bankruptcy Code § 1122(b));

(l) Except to the extent that the holder of a particular Claim has agreed to a different treatment of such Claim, the Plan provides that with respect to a Secured Claim that would otherwise meet the description of an unsecured Claim of a governmental unit under Bankruptcy Code § 507(a)(8), but for the secured status of that Claim, the holder of that Claim will receive on account of that Claim, cash payments, in the same manner and over the same period as prescribed in Bankruptcy Code § 1129(a)(9)(C);

(m) If a Class of Claims is Impaired under the Plan, at least one such Class of Claims will have accepted the Plan, determined without including any acceptance of the Plan by any insider holding a Claim or Interest of that Class;

(n) Confirmation of the Plan is not likely to be followed by the liquidation or the need for further financial reorganization of the Debtor or any successor to the Debtor under the Plan, unless such liquidation or reorganization is proposed in the Plan;

(o) All court fees, as determined by the Bankruptcy Court at the Confirmation Hearing, will have been paid or the Plan provides for the payment of such fees on the Effective Date; and



(p) The Plan provides that all transfers of property shall be made in accordance with applicable provisions of nonbankruptcy law that govern the transfer of property by a corporation or trust that is not a moneyed, business, or commercial corporation or trust.

The Debtor asserts that it has proposed the Plan in good faith and its believes that it has complied, or will have complied, with all the requirements of the Bankruptcy Code governing confirmation of the Plan.

### **3. Acceptances Necessary to Confirm the Plan**

Voting on the Plan by each holder of an Impaired Claim (or its authorized representative) is important. Chapter 11 of the Bankruptcy Code does not require that each holder of a Claim vote in favor of the Plan in order for the Bankruptcy Court to confirm the Plan. Generally, under the acceptance provisions of section 1126(a) of the Bankruptcy Code, each Class of Claims has accepted the Plan if holders of at least two-thirds in dollar amount and more than one-half in number of the Allowed Claims of such Class actually voting in connection with the Plan vote to accept the Plan. Even if all Classes of Claims accept the Plan, the Bankruptcy Court may refuse to confirm the Plan.

### **4. Cramdown**

In the event that any Impaired Class of Claims does not accept the Plan, the Bankruptcy Court may still confirm the Plan at the request of the Debtor if, as to each Impaired Class that has not accepted the Plan, the Plan “does not discriminate unfairly” and is “fair and equitable.” A chapter 11 plan does not discriminate unfairly within the meaning of the Bankruptcy Code if no Class receives more than it is legally entitled to receive for its Claims. “Fair and equitable” has different meanings for holders of secured and unsecured Claims and Interests.

With respect to a Secured Claim, “fair and equitable” means either (i) the Impaired secured Creditor retains its Liens to the extent of its Allowed Claim and receives deferred Cash payments at least equal to the allowed amount of its Claims with a present value as of the effective date of the plan at least equal to the value of such Creditor’s interest in the property securing its Liens; (ii) property subject to the Lien of the Impaired secured Creditor is sold free and clear of that Lien, with that Lien attaching to the proceeds of sale, and such Lien proceeds must be treated in accordance with clauses (i) and (iii) hereof; or (iii) the Impaired secured Creditor realizes the “indubitable equivalent” of its Claim under the plan.

With respect to an Unsecured Claim, “fair and equitable” means either (i) each Impaired Creditor receives or retains property of a value equal to the amount of its Allowed Claim or (ii) the holders of Claims and Interests that are junior to the Claims of the dissenting class will not receive any property under the Plan.

With respect to Interests, “fair and equitable” means either (i) each Impaired Interest receives or retains, on account of that Interest, property of a value equal to the greater of the allowed amount of any fixed liquidation preference to which the holder is entitled, any fixed redemption price to which the holder is entitled, or the value of the Interest, or (ii) the holder of

any Interest that is junior to the Interest of that Class will not receive or retain under the Plan, on account of that junior equity interest, any property.

The Debtor believes that the Plan does not discriminate unfairly and is fair and equitable with respect to each impaired Class of Claims and Interests. In the event at least one Class of Impaired Claims or Interests rejects or is deemed to have rejected the Plan, the Bankruptcy Court will determine at the Confirmation Hearing whether the Plan is fair and equitable and does not discriminate unfairly against any rejecting Impaired Class of Claims or Interests.

## **5. Conditions Precedent to Confirmation and Effectiveness of the Plan**

In addition to the requirements of the Bankruptcy Code, Article IX of the Plan contains certain conditions to confirmation and effectiveness of the Plan.

### **ARTICLE IV. BACKGROUND OF THE DEBTOR**

#### **A. Description of Debtor's Businesses**

##### **1. History and Formation**

Founded in San Antonio, Texas, A'GACI is a fast-fashion retailer of women's apparel and accessories. A'GACI attracts young, fashion-driven consumers through its value-pricing and frequent introductions of new and trendy merchandise.

A'GACI is a privately held Texas limited liability company. The Debtor's sole members are John Won and David Won. The Debtor was originally organized in 2001 as a Texas limited liability company under the name of Twigland Management, LLC. In June 2007, Twigland Management, LLC merged with Twigland Fashions, Ltd., and the company name was changed to Twigland Fashions, LLC. Following the merger, in August 2007, Twigland Fashions, LLC changed its name to A'GACI, L.L.C. Finally, in February 2013, Won Management, LLC merged with A'GACI, L.L.C., resulting in the Debtor as the surviving limited liability company.

As of the Petition Date, the following individuals were officers of the Debtor:

David Won	Chief Merchandising Officer
Jon Won	Chief Executive Officer
Mark Butterbach	Chief Financial Officer <sup>5</sup>
Anil Varghese	Chief Information Officer

##### **2. The Debtor's Business Operations**

The Debtor operates specialty apparel and footwear stores under the A'GACI banner as well as a direct-to-consumer business comprised of its e-commerce website [www.agacistore.com](http://www.agacistore.com). Stores feature an assortment of tops, dresses, bottoms, jewelry, and accessories sold primarily under the Debtor's exclusive A'GACI label. In addition, the Debtor

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<sup>5</sup> Mr. Butterbach resigned from A'GACI in March 2018.

sells shoes under its sister brand labels of O'Shoes and Boutique Five. Boutique Five also comprises a portion of apparel and accessory merchandise.

The Debtor continually updates its merchandise and floor sets based on the latest fashion trends. The Debtor's target demographic is confident women who are comfortable with their appearance and enjoy showcasing their look.

As of January 1, 2018, the Debtor operated 76 retail stores. The Debtor's stores are located in fashion retail venues predominately in Texas, Florida, California, and Illinois. Additionally, a third party operates an A'GACI franchise location in Venezuela. The Debtor's corporate office is located in San Antonio, Texas. In addition, the Debtor leases a 283,000 square foot distribution center in Von Ormy, Texas (the "Distribution Center") and office space in Los Angeles, California in which the Debtor conducts merchandising functions. The Distribution Center was constructed in 2016 and commenced full time operation in February 2017.

To successfully operate its business, the Debtor must ensure that its retail stores are continuously replenished with stock for sale to its customers. The Debtor utilizes Oracle v15 (the "Oracle Retail System") as an enterprise resource planning ("ERP") tool to support merchandising, inventory management, warehousing, distribution, and sales audit functions. After a delayed and problematic implementation period (as described in more detail below), the Oracle Retail System was launched around August 2017.

The Debtor, as a fast-fashion retailer, needs to consistently remain on-trend with the latest fashion. The Debtor tracks fashion and style bloggers and works with trend services that forecast and monitor new trends in the marketplace. Inventory planning begins approximately six months in advance of the applicable season. Most merchandise is purchased from vendors in Los Angeles, California. Generally, denim, footwear, and basics are imported, while the remainder of the goods are cut and sewn domestically. Although the Debtor's vendor base changes over time depending current trends in fashion and availability of goods, many of the Debtor's larger vendor relationships have been in place between five and eight years, with some relationships going back as far as twenty years. The Debtor's relationships with its vendors are crucial to business operations.

Typically, the Debtor places orders 4-6 weeks ahead of expected delivery to the Distribution Center. Approximately 50% of purchases are concepts designed solely by vendors; 40% are vendor concepts that the Debtor modifies (for example, by adding a pocket); and 10% are solely designed by the Debtor. A'GACI relies on third parties to ship inventory from vendors to the Distribution Center, and from the Distribution Center to the Debtor's stores. Inventory is typically processed and shipped from the Distribution Center within one to two days of arrival.

Both in stores and online, the Debtor utilizes an everyday low price sale methodology. The majority of markdowns are clearance pricing discounts used to clear inventory. The Debtor turns its inventory almost six times a year on average, which is typical of a fast fashion retailer. For the year to date period ended November 25, 2017, the Debtor's gross sales were \$136,204,241. Of that amount, approximately 9.4% or \$12,829,350 was attributable to the Debtor's e-commerce business.

### **3. Cost Structure**

The Debtor's cost structure is comprised of certain fixed and variable costs. The Debtor's largest expense categories are cost of goods sold, employee related costs, and costs associated with the Debtor's real estate leases. Other expenses include, without limitation, warehousing, shipping, advertising, maintenance, supplies, insurance, and other related items.

#### **a. Cost of Goods Sold**

The cost of goods sold for the year to date period ended November 25, 2017 was approximately \$65.9 million, resulting in a gross margin of approximately 51.6%. Freight into the Distribution Center is realized in the month incurred and flows through cost of goods sold. Therefore, all associated costs, such as duty and overseas freight, are included in the purchase price.

#### **b. Employee-Related Costs**

As of the Petition Date, the Debtor employed approximately 2,100 individuals. Retail store employees are the largest subgroup, totaling approximately 1,900. Each of the Debtor's store locations has between 15 and 70 employees, depending on the size and business demands of the location. Distribution Center employees are the second largest sub-group with approximately 160 employees. For the year to date period ended November 25, 2017, the Debtor's payroll and other benefit obligations for its employees totaled over approximately \$31.6 million.

#### **c. Lease-Related Expenses**

The Debtor leases the Distribution Center, its merchandising office in Los Angeles, California, and all of its store locations. The Debtor does not own any real property. Most of the Debtor's store leases have a fixed rental payment due in advance or require the Debtor to pay rent based on specified percentages of sales after the Debtor achieves specified annual sales. For the year to date period ended November 25, 2017, the Debtor's expenses related to occupying its leased premises totaled approximately \$27.6 million.

### **B. Events Leading to the Chapter 11 Case**

Prior to the Petition Date, A'GACI's financial performance was negatively affected by (i) unsuccessful brick and mortar expansion efforts; (ii) a shift in consumer preference towards online purchases; (iii) difficulties with the implementation of the Oracle Retail System; and (iv) hurricanes that significantly impacted the Debtor's most profitable locations.

Beginning in 2015, the Debtor set aggressive growth targets and sought to expand its brick and mortar locations. In the two years prior to the Petition Date, the Debtor opened 21 new store locations across Arizona, California, Florida, Nevada, and Puerto Rico. The Debtor's rapid expansion into new markets spread the organization too thin to effectively respond to the rapidly changing trends in the retail market. The Debtor's operational struggles were compounded by customers' increasing preference for web-based purchases of items historically purchased at

shopping malls. Foot traffic in malls declined significantly during the last several years, and led to corresponding declines in revenues at mall-based businesses like the Debtor's.

In an effort to equip the Debtor with the enterprise management tools necessary to leverage its expanded store footprint, including the ability to track inventory position of individual stores and chase profitable sales trends, the Debtor sought to implement the Oracle Retail System in early 2016. To implement the Oracle Retail System, the Debtor retained the services of Infogain Corporation ("Infogain"). The implementation was fraught with delay and the system did not launch until around August 2017 after the Debtor engaged professionals to oversee the implementation process. Even after the launch, the Debtor experienced ongoing problems with Infogain's implementation and has uncovered further defects in the system. Prior to the Petition Date, the Debtor was engaged in arbitration with Infogain regarding Infogain's failure to provide the agreed-on services and systems and the expenses the Debtor incurred to remedy Infogain's flawed implementation.

Shortly after implementation of the Oracle System, several of the Debtor's most profitable stores in Texas, Florida, and Puerto Rico were ravaged by Hurricane Harvey, Hurricane Irma, and Hurricane Maria. The hurricanes caused the temporary closure of eight stores in Texas, twelve stores in Florida, and four stores in Puerto Rico.

The combined impact of the events above resulted in a substantial decrease in the Debtor's sales and earnings. For example, the Debtor's EBITDA declined by approximately \$7.2 million in the year prior to the Petition Date, from approximately \$4.7 million in 2016 to approximately negative \$2.5 million in 2017. The decrease in EBITDA negatively impacted the Debtor's liquidity and its ability to meet obligations as they come due. Furthermore, the Debtor also faced an impending debt maturity—the First Lien Credit Facility (defined below) was scheduled to mature on January 30, 2018.

### **C. The Debtor's Prepetition Restructuring Initiatives**

Throughout 2017, the Debtor engaged in a review of its business to determine how to address its continuing liquidity constraints. As part of that review, the Debtor and its officers and professionals considered various operational and strategic options to increase revenue and control costs. The review also involved an analysis of the Debtor's marketing strategy, relationships with strategic partners, labor costs, lease expenses, and a number of other components of the business to identify opportunities to re-direct the Debtor's business to more financially viable outlets while continuing to provide valuable goods and services to the Debtor's loyal customer base.

A central component of the Debtor's review was a store-by-store analysis to, among other things, identify certain unprofitable stores to close and wind down. Prior to the Petition Date, the Debtor was engaged in ongoing negotiations with its landlords in an effort to allow the Debtor to more closely control fixed costs; however, those negotiations did not yield significant rent concessions.

Ultimately, the Debtor determined that shifting its focus to its more profitable stores and its online sales warranted the closing of certain store locations. To facilitate the store closing sales, the Debtor entered into an agreement with a store liquidator.

In addition to planning for the store closing sales, the Debtor's management considered the possibilities of marketing the Debtor's business for sale either through Bankruptcy Code section 363 or a plan process. In January 2018, the Debtor retained SSG Advisors, LLC to assist with exploring such efforts. The Debtor filed this Chapter 11 Case to maximize value for the benefit of all interested parties by immediately reducing its retail footprint and conducting the process of soliciting interest in the acquisition or refinancing of the Debtor.

## **ARTICLE V. DEBTOR'S ASSETS AND LIABILITIES**

### **A. Prepetition Capital Structure Arrangements**

As of the Petition Date, A'GACI's unaudited balance sheet reflected total assets of approximately \$82.9 million, total liabilities of approximately \$62.1 million, and partners' capital of approximately \$20.8 million. The Debtor's principal assets consist of its accounts receivable, inventory, and fixed assets, including furniture and fixtures, information technology assets, and leasehold improvements.

The Debtor's prepetition debt structure primarily consists of: (i) obligations owed to Chase; (ii) the Term Loan Obligations (defined below); (iii) the Capital Lease Obligations (defined below); and (iv) unsecured debt consisting of, among other things, amounts owed to vendors and landlords.

#### **1. Chase Obligations**

Prior to the Petition Date, the following documents were executed for good and sufficient consideration:

- (i) Credit Agreement, dated on or about January 30, 2015 (and as subsequently amended or revised), between Chase and the Debtor in connection with a revolving loan in an initial commitment amount of up to \$10,000,000 (the "Loan") from Chase to the Debtor and secured by substantially all of the Debtor's assets and property;
- (ii) Pledge and Security Agreement, dated on or about January 30, 2015, from the Debtor to Chase granting a pledge and security interest in substantially all of the Debtor's assets and property in order, *inter alia*, to secure the indebtedness under the Loan;
- (iii) Trademark Security Agreement, dated on or about January 30, 2015, from the Debtor to Chase granting a security interest in certain intellectual property of the Debtor and properly recorded in the United States Patent and Trademark Office Under Docket No. 0013214-0007 on February 5, 2015;

- (iv) Power of Attorney, dated January 30, 2015, given by the Debtor in favor of Chase related to, *inter alia*, certain intellectual property constituting collateral for the Loan;
- (v) UCC Financing Statement (as amended) (the "Financing Statement"), in favor of Chase and recorded with the Secretary of State of the State of Texas on February 5, 2015, under Recording No. 15-0003757755;
- (vi) Commercial Card Classic Application & Agreement, dated October 8, 2012 ("Credit Card Agreement") between Chase and the Debtor, in connection with a certain revolving credit card agreement. ("Credit Card Debt").

The documents described above, as well as all other documents related to the foregoing, are collectively referred to as the "Loan Documents". As of the Petition Date, the aggregate principal amount of \$6,183,978.21 was due and owing to Chase (consisting of, *inter alia*, the current, outstanding principal balances on both the Loan and the Credit Card Debt), plus certain interest, fees, expenses, and other charges under the Loan Documents.

## **2. Term Loan Credit Facility**

A'GACI and BOA are parties to a Loan Agreement, dated as of January 19, 2017 (as amended, restated, supplemented, or otherwise modified from time to time, the "Term Loan Credit Agreement"). The Term Loan Credit Agreement evidences two senior secured term loan facilities (collectively, the "Term Loan Credit Facilities") in the original aggregate principal amount of \$5,000,000, subject to certain terms and conditions.

Under the first Term Loan Credit Facility, BoA agreed to provide a term loan to A'GACI in the amount of \$3,496,356 with an interest rate of 3.65%. A'GACI agreed to repay principal and interest in equal combined installments of \$47,309.53 beginning on February 19, 2017, and on the same day of each month thereafter, with the last payment obligation to occur on January 19, 2024.

Under the second Term Loan Credit Facility, BoA agreed to provide a term loan to A'GACI in the amount of \$1,503,644 with an interest rate of 3.5%. A'GACI agreed to repay principal and interest in equal combined installments of \$33,646.10 beginning on February 19, 2017, and on the same day of each month thereafter, with the last payment obligation to occur on January 19, 2021.

Obligations under the Term Loan Credit Agreement are secured by the Debtor's equipment and fixtures at the Distribution Center. As of the Petition Date, approximately \$4,265,902 in principal amount remained outstanding under the Term Loan Credit Agreement.

As of the Petition Date, the Debtor had deposited funds in accounts with BOA in the amount of \$194,189.64 (the "Funds"). On January 18, 2018, BOA filed *Bank of America, N.A.'s Motion for Relief From the Automatic Stay With Respect to An Act Against Property*;

*Alternatively Request for Adequate Protection* [Dkt. No. 82] (the “BOA Motion”), seeking to exercise its rights with respect to the Funds. On February 12, 2018, the Bankruptcy Court entered an agreed order that partially granted the BOA motion [Dkt. 158] (the “BOA Order”). Under the BOA Order, BOA was authorized to exercise its setoff or lien rights with respect to the Funds. However, the BOA Order also provided that any funds deposited in accounts with BOA after the Petition Date were subject to an administrative freeze pending further order from the Bankruptcy Court. As of the date of this Disclosure Statement, \$62,193.71 of the Debtor’s funds are held in account with BOA and subject to the administrative freeze.

### **3. Capital Leases**

The Debtor is a party to certain capital lease arrangements for computer software and related equipment. As of the Petition Date, the Debtor’s total capital lease obligations were approximately \$800,000 (the “Capital Lease Obligations”).

### **4. General Unsecured Obligations**

In addition to the Debtor’s outstanding obligations under the Chase Loan Documents, the Term Loan Credit Facilities, and the Capital Leases, the Debtor also had unsecured debt obligations, including amounts owed to trade vendors and to landlords, among others. The Debtor’s estimate of General Unsecured Claims is set forth in more detail in **Exhibit 4** of this Disclosure Statement.

#### **B. Debtor’s Scheduled Amount of Claims**

Pursuant to the Schedules of Assets and Liabilities and based on stipulations under the Cash Collateral Order, the Debtor has scheduled the following types and amounts of Claims in the Chapter 11 Case:



Type of Claim	Approximate Total Amount
Administrative Claims	Unknown
Priority Unsecured Tax Claims	\$31,059
Other Priority Unsecured Claims	\$0
Chase Secured Claim	\$6,183,978 <sup>6</sup>
BOA Claim	\$4,265,902
Other Secured Claims	\$0
Secured Tax Claims	\$0
Other Priority Unsecured Claims	\$0
General Unsecured Claims	\$44,089,933 <sup>7</sup>

The Bar Date is May 14, 2018. As the Bar Date has not yet occurred, additional Proofs of Claim may be filed. The Debtor will have more clarity with respect to the Claims against the Debtor as more Proofs of Claims are Filed. The Debtor has provided a preliminary estimate of General Unsecured Claims, including rejection damages, in the Recovery Analysis attached hereto as **Exhibit 4**.

## **ARTICLE VI. BANKRUPTCY CASE ADMINISTRATION**

### **A. Early Chapter 11 Case Motions**

On or shortly after the Petition Date, the Debtor filed a number of motions to administer the Chapter 11 Case in a timely and efficient manner. Pursuant to those motions, the Bankruptcy Court entered orders that, among other things:

- Authorized the Debtor's use of cash collateral;
- Authorized maintenance of existing corporate bank accounts and cash management system;
- Authorized the Debtor to continue its insurance policies;
- Authorized the Debtor to pay certain prepetition tax obligations;

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<sup>6</sup> In the Cash Collateral Order, the Debtor stipulated that the aggregate principal amount of \$6,183,978.21 was due and owing to Chase, plus certain interest, fees, expenses, and other charges. Pursuant to certain adequate protection payments approved by the Cash Collateral Order, the outstanding balance of the Chase Secured Claim has been reduced to approximately \$5.8 million as of May 7, 2018, and is subject to further reduction prior to the Effective Date.

<sup>7</sup> The scheduled amount of General Unsecured Claims includes trade/vendor claims as well as claims for deferred rent and leasehold allowances. As set forth in **Exhibit 4**, the Allowed amount (as opposed to the scheduled amount) of General Unsecured Claims is substantially less due to adjustments in the amount of deferred rent and leasehold allowances resulting from the Debtor's lease negotiations and related lease assumptions.

- Designated the Chapter 11 Case as complex Chapter 11 Case;
- Established procedures for payment of estate professionals;
- Authorized the Debtor to pay or honor prepetition obligations to certain shippers, warehousemen, and miscellaneous lien claimants;
- Authorized the Debtor to employ professionals used in the ordinary course of business;
- Authorized the payment of certain prepetition accrued wages, salaries, medical benefits, and reimbursable employee expenses;
- Authorized the Debtor to maintain and honor prepetition customer programs;
- Preserved value for the Debtor's estate by prohibiting utility companies from altering or discontinuing service on account of prepetition invoices;
- Extended the time within which the Debtor were required to File the Schedules of Assets and Liabilities and Statement of Financial Affairs.
- Rejected unprofitable leases; and
- Authorized the Debtor to assume an agreement with a store liquidator and approved procedures for store closing sales.

#### **B. Professionals Employed by the Debtor**

Pursuant to orders entered by the Bankruptcy Court, the Debtor obtained approval to employ certain Professionals including Haynes and Boone, LLP (general bankruptcy counsel); SSG (investment banker); BRG (financial advisor); A&G (real estate consultant) and KCC (claims and balloting agent).

#### **C. Bar Date for Filing Proofs of Claim**

The general deadline for filing Proofs of Claim in the Chapter 11 Case is May 14, 2018 (*i.e.*, the Bar Date).

Pursuant to section 502(b)(9) of the Bankruptcy Code, the deadline for filing a Proof of Claim by any Governmental Unit is July 9, 2018 (the "Governmental Bar Date").

In the event that the Debtor amends its Schedules of Assets and Liabilities, the Debtor must give notice of such amendment to the holder of a Claim affected thereby, and the affected Claim holder shall have the later of the Bar Date or thirty (30) days from the date on which notice of such amendment was given to file a Proof of Claim. Further, except as otherwise set forth in any order authorizing the rejection of an Executory Contract or Unexpired Lease, in the event that a Claim arises with respect to the Debtor's rejection of an Executory Contract or Unexpired Lease, the Claim holder shall have the later of the Bar Date or thirty (30) days after the date any order is entered authorizing the rejection of such Executory Contract or Unexpired Lease.

#### **D. Meeting of Creditors**

The meeting of Creditors required under section 341 of the Bankruptcy Code was held on February 12, 2018, and was continued to February 26, 2018.

**E. Official Committee of Unsecured Creditors**

The Official Committee of Unsecured Creditors was appointed on January 25, 2018. The members of the Official Committee of Unsecured Creditors are:

- Ambiance U.S.A. Inc.
- Day G
- Elegance Enterprise Corporation
- GGP Limited Partnership
- Infogain Corporation
- JP Original Corp.
- Privy Inc.
- Simon Property Group
- Top Guy Int'l LLC

**F. Store Closing Sales, Lease Negotiations, and Lease Rejections**

A central component of the Debtor's strategy to maximize go-forward profitability has been to engage in a store-by-store analysis to, among other things, identify certain unprofitable stores to close and wind down by conducting "Store Closure Sales." To maximize the efficiency and net proceeds of the Store Closure Sales, the Debtor entered into an agreement with a store liquidator and obtained court approval of procedures for conducting the Store Closure Sales. From February 3, 2018 to March 27, 2018, the Debtor conducted Store Closure Sales at 11 stores, which generated approximately \$1.4 million in sales. On April 12, 2018, the Debtor began conducting a Store Closure Sale at an additional store location, which generated additional sales of approximately \$137,000 as of May 2, 2018.

The Debtor has also been engaged in ongoing negotiations with its landlords in an effort to allow the Debtor to more closely control fixed costs. As a result of those negotiations the Debtor was able to significantly reduce monthly rent expenses and continue operations at stores that would have otherwise been unprofitable in the absence of such negotiations.

During the Chapter 11 Case, the Debtor was also able to reduce expenses by rejecting certain unprofitable Leases. As of the date of the filing of this Disclosure Statement, the Debtor has rejected 23 store leases.

**G. Sale and Bidding Procedures Motion**

On March 1, 2018, the Bankruptcy Court entered the *Order Approving Sale and Bidding Procedures In Connection with Sale of Assets of the Debtor and Granting Related Relief* [Docket No. 188] (the "Bid Procedures Order"). Pursuant to the Bid Procedures Order, the Debtor solicited offers for the purchase of substantially all of the assets and substantially all of the liabilities of the Debtor.

The deadline for the submission of bids in connection with the Bid Procedures Order was March 26, 2018 (the “Bid Deadline”). The Debtor did not receive any bids that satisfied the requirements of the Bid Procedures Order prior to the Bid Deadline. As a result, the Debtor cancelled the auction and the sale hearing, which had been scheduled for April 3, 2018, and April 9, 2018, respectively, and refocused its efforts on a plan process to accomplish the Debtor’s restructuring.

#### **H. Use of Cash Collateral**

The Bankruptcy Court entered interim cash collateral orders on January 11, 2018; January 30, 2018; and February 6, 2018; respectively, thereby allowing the Debtor to utilize Chase’s cash collateral in accordance with the terms of the orders, which allowed the Debtor to continue its ongoing business operations.

On February 21, 2018, the Bankruptcy Court entered the *Final Order Authorizing Use of Cash Collateral and Granting Adequate Protection* [Docket No. 171], which was subsequently amended by the *First Amendment to Final Order Authorizing Use of Cash Collateral and Granting Adequate Protection* on March 29, 2018 [Docket No. 260].

Provided that the Debtor does not commit an event of default under the Cash Collateral Order, Chase has agreed to extend the Debtor’s authorization to use cash collateral to the earliest to occur of (i) an order of the Court terminating the use of cash collateral, or (ii) July 31, 2018 at 11:59 p.m. (Prevailing Central Time).

### **ARTICLE VII. DESCRIPTION OF THE PLAN**

#### **A. Introduction**

A summary of the principal provisions of the Plan and the treatment of Classes of Allowed Claims and Allowed Interests is outlined below. The summary is entirely qualified by the Plan. This Disclosure Statement is only a summary of the terms of the Plan.

#### **B. Designation of Claims and Interests/Impairment**

The following are the Classes of Claims and Interests designated under the Plan. In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Claims, Professional Compensation Claims, and Priority Unsecured Tax Claims are not classified. No distribution shall be made on account of any Claim that is not Allowed.

Classes of Claims against and Interests in the Debtor is designated as follows:

Class – 1	Chase Secured Claim
Class - 2	BOA Secured Claim
Class – 3	Other Secured Claims
Class - 4	Secured Tax Claims
Class - 5	Other Priority Unsecured Claims
Class - 6	General Unsecured Claims
Class - 7	A’GACI Interests

Claims in Classes 1, 2, 3, 4, 5, and 6 are Impaired and will be entitled to vote on the Plan. Interests in Class 7 are Impaired and will not be eligible to receive a distribution under the Plan. Pursuant to section 1126(g) of the Bankruptcy Code, holders of Interests in Class 7 are conclusively presumed to have rejected the Plan and are therefore not entitled to vote to accept or reject the Plan.

### **C. Allowance and Treatment of Administrative Claims and Priority Claims**

#### **1. Administrative Claims**

Unless otherwise agreed to by the holder of an Allowed Administrative Claim and the Debtor or the Reorganized Debtor, as applicable, each holder of an Allowed Administrative Claim (other than holders of Professional Compensation Claims and Claims for fees and expenses pursuant to section 1930 of chapter 123 of title 28 of the United States Code) will receive in full and final satisfaction of its Administrative Claim an amount of Cash equal to the amount of such Allowed Administrative Claim in accordance with the following: (1) if an Administrative Claim is Allowed on or prior to the Effective Date, on the Effective Date or as soon as reasonably practicable thereafter (or, if not then due, when such Allowed Administrative Claim is due or as soon as reasonably practicable thereafter); or (2) if such Administrative Claim is not Allowed as of the Effective Date, no later than 14 days after the date on which an order allowing such Administrative Claim becomes a Final Order, or as soon as reasonably practicable thereafter.

Except for Professional Compensation Claims, and unless previously Filed, requests for payment of Administrative Claims must be Filed and served on the Reorganized Debtor no later than the Administrative Claim Bar Date. Objections to such requests must be Filed and served on the Reorganized Debtor and the requesting party by the later of (1) 30 days after the Effective Date and (2) 30 days after the Filing of the applicable request for payment of the Administrative Claims, if applicable. After notice and a hearing in accordance with the procedures established by the Bankruptcy Code and prior Bankruptcy Court orders, the Allowed amounts, if any, of Administrative Claims shall be determined by, and satisfied in accordance with an order of, the Bankruptcy Court.

Holders of Administrative Claims that are required to File and serve a request for such payment of such Administrative Claims that do not file and serve such a request by the Administrative Claim Bar Date shall be forever barred, estopped, and enjoined from asserting such Administrative Claims against the Debtor, the Reorganized Debtor or its property, and such

Administrative Claims shall be deemed discharged as of the Effective Date without the need for any objection from the Reorganized Debtor or any action by the Bankruptcy Court.

**2. Professional Compensation Claims**

**a. Final Fee Applications and Payment of Professional Compensation Claims**

All requests for payment of Professional Compensation Claims for services rendered and reimbursement of expenses incurred prior to the Effective Date must be Filed no later than the Professional Compensation Claim Bar Date; provided, however, that Ordinary Course Professionals shall be compensated in accordance with the terms of the Ordinary Course Professionals Order. Objections to Professional Compensation Claims must be Filed and served on the Reorganized Debtor and the Professional to whose application the objections are addressed no later than the Professional Compensation Claim Objection Deadline. The Bankruptcy Court shall determine the Allowed amounts of such Professional Compensation Claims after notice and a hearing in accordance with the procedures established by the Bankruptcy Court. On the Effective Date, the Reorganized Debtor shall establish the Professional Compensation Claim Reserve for payment of Allowed Professional Compensation Claims and shall pay such Professional Compensation Claims in Cash in the amount the Bankruptcy Court allows from such reserve and from the Reorganized Debtor's Cash.

**b. Post-Confirmation Fees and Expenses**

Except as otherwise specifically provided in the Plan, from and after the Confirmation Date, the Debtor shall, in the ordinary course of business and without any further notice to or action, order, or approval of the Bankruptcy Court, pay in Cash the reasonable and documented legal, professional, or other fees and expenses related to implementation of the Plan and Consummation incurred by the Debtor. Upon the Confirmation Date, any requirement that Professionals comply with sections 327 through 331, 363, and 1103 of the Bankruptcy Code in seeking retention or compensation for services rendered after such date shall terminate, and the Debtor may employ and pay any Professional in the ordinary course of business without any further notice to or action, order, or approval of the Bankruptcy Court.

**3. Priority Unsecured Tax Claims**

Except to the extent that a holder of an Allowed Priority Unsecured Tax Claim agrees to a less favorable treatment, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Priority Unsecured Tax Claim, each holder of such Allowed Priority Unsecured Tax Claim shall be treated in accordance with the terms set forth in section 1129(a)(9)(C) of the Bankruptcy Code; provided, however, that the Reorganized Debtor, shall have the right to pay any Allowed Priority Unsecured Tax Claim, or the remaining balance of any such Claim, in full in Cash at any time on or after the Effective Date, without premium or penalty.

**D. Allowance and Treatment of Classified Claims and Interests**

It is not possible to predict precisely the total amount of Claims in a particular Class or the distributions that will ultimately be paid to holders of Claims in the different Classes because of the variables involved in the calculations (including the results of the Claims objection process).

**1. Allowance and Treatment of Chase Secured Claim (Class-1)**

This Class includes the Chase Secured Claim. The Chase Secured Claim shall be Allowed in an amount equal to the amount of the Chase Secured Claim accrued or incurred as of the Effective Date, without setoff, deduction or counterclaim, and subject to the provisions of the Cash Collateral Order and the Plan.

On the Effective Date, Chase shall receive, except to the extent that Chase agrees to a less favorable treatment, in full and final satisfaction, compromise, settlement, release, and discharge of and in exchange for the Chase Secured Claim, Payment in Full, in Cash, of its Allowed Class 1 Claim; provided, however, there shall be no distribution for or on account of the Chase Waived Fees. Upon satisfaction of the Chase Secured Claim in accordance with the terms of the Plan, on the Effective Date, all liens and security interests granted to secure the Chase Secured Claim shall be terminated and of no further force and effect.

The estimated total amount of Allowed Class 1 Claims is \$5.8 million.<sup>8</sup>

**2. Allowance and Treatment of BOA Secured Claim (Class - 2)**

This Class consists of the BOA Secured Claim against the Debtor. BOA shall receive, on or after the Effective Date, except to the extent that BOA agrees to a less favorable treatment, in full and final satisfaction, compromise, settlement, release, and discharge of and in exchange for the BOA Secured Claim the collateral securing its Allowed Class 2 Claim.

**3. Allowance and Treatment of Other Secured Claims (Class - 3)**

This Class includes any Allowed Secured Claim that is not the Chase Secured Claim or the BOA Secured Claim. Other Secured Claims shall not include any such Claims secured by Liens that are avoidable, unperfected, subject to subordination, or otherwise unenforceable.

At the option of the Debtor, each holder of an Allowed Other Secured Claim shall receive, on or after the Effective Date, except to the extent that a holder of an Allowed Other Secured Claim agrees to a less favorable treatment, in full and final satisfaction, compromise, settlement, release, and discharge of and in exchange for each Other Secured Claim, the

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<sup>8</sup> In the Cash Collateral Order, the Debtor stipulated that the aggregate principal amount of \$6,183,978.21 was due and owing to Chase, plus certain interest, fees, expenses, and other charges. Pursuant to certain adequate protection payments approved by the Cash Collateral Order, the outstanding balance of the Chase Secured Claim has been reduced to approximately \$5.8 million as of May 7, 2018, and is subject to further reduction prior to the Effective Date.

following: (i) payment in full in Cash of its Allowed Class 3 Claim; (ii) the collateral securing its Allowed Class 3 Claim; provided, however, any collateral remaining after satisfaction of such Allowed Class 3 Claim shall revert in the Debtor pursuant to the Plan; or (iii) reinstatement of its Allowed Class 3 Claim.

The estimated total amount of Allowed Class 2 Claims is \$0.

#### **4. Allowance and Treatment of Secured Tax Claims (Class - 4)**

This Class includes any Allowed Secured Claim for taxes held by a Governmental Unit, including cities, counties, school districts, and hospital districts, (a) entitled by statute to assess taxes based on the value or use of real and personal property and to obtain an encumbrance against such property to secure payment of such taxes or (b) entitled to obtain an encumbrance on property to secure payment of any tax Claim specified in section 507(a)(8) of the Bankruptcy Code. Secured Tax Claims shall not include any such Claims secured by Liens/security interests that are avoidable, unperfected, subject to subordination, or otherwise unenforceable.

At the option of the Debtor, each holder of an Allowed Secured Tax Claim shall receive, on or after the Effective Date, except to the extent that a holder of an Allowed Secured Tax Claim agrees to a less favorable treatment, in full and final satisfaction, compromise, settlement, release, and discharge of and in exchange for each Secured Tax Claim, the following: (i) payment in full in Cash of its Allowed Class 4 Claim; (ii) the collateral securing its Allowed Class 4 Claim; provided, however, any collateral remaining after satisfaction of such Allowed Class 4 Claim shall revert in the Reorganized Debtor pursuant to the Plan; or (iii) such other treatment consistent with the requirements of Bankruptcy Code section 1129(a)(9).

The estimated total amount of Allowed Class 4 Claims is \$0.

#### **5. Allowance and Treatment of Other Priority Unsecured Claims (Class - 5)**

This Class includes any Allowed Unsecured Claim entitled to priority status pursuant to section 507(a) of the Bankruptcy Code that is not (a) an Administrative Claim, (b) a Professional Compensation Claim, or (c) a Priority Unsecured Tax Claim. For example, obligations owed to employees for wages, salaries, benefits, and reimbursable expenses that are entitled to priority treatment under section 507(a)(4) or (5) would be treated as Claims in Class 5.

At the option of the Debtor, each holder of an Allowed Other Priority Unsecured Claim shall receive, on or after the Effective Date, except to the extent that a holder of an Allowed Other Priority Unsecured Claim agrees to a less favorable treatment, in full and final satisfaction, compromise, settlement, release, and discharge of and in exchange for each Other Priority Unsecured Claim, the following: (i) payment in full in Cash of its Allowed Class 5 Claim; or (ii) such other treatment as is consistent with the requirements of Bankruptcy Code section 1129(a)(9).

The estimated total amount of Allowed Class 5 Claims is \$0.



## **6. Allowance and Treatment of General Unsecured Claims (Class - 6)**

This Class includes any Allowed Unsecured Claim that is not: (a) an Administrative Claim; (b) a Professional Compensation Claim; (c) a Priority Unsecured Tax Claim; or (d) an Other Priority Unsecured Claim. General Unsecured Claims include the BOA Deficiency Claim.

Except to the extent that a holder of an Allowed General Unsecured Claim agrees to less favorable treatment, in full and final satisfaction, compromise, settlement, release, and discharge of and in exchange for each General Unsecured Claim, each holder of an Allowed Class 6 Claim shall receive its Pro Rata share of the Class 6 Note.

The estimated total amount of Allowed Class 6 Claims is approximately \$18.1 million to \$19.1 million. Terms of the Class 6 Note, including calculation of payments required under the Class 6 Note, are contained in the Recovery Analysis attached to this Disclosure Statement as **Exhibit 4**.

## **7. Allowance and Treatment of A'GACI Interests (Class - 7)**

This Class includes any Interest in A'GACI that existed immediately before the Effective Date. On the Effective Date, Class 7 Interests shall be cancelled and released without any distribution.

### **E. Procedures For Resolving Contingent, Unliquidated, and Disputed Claims**

#### **1. Claims Administration Responsibilities**

Except as otherwise specifically provided in the Plan, after the Effective Date, the Reorganized Debtor, with respect to all Interests and Claims, shall have the authority to: (1) File, withdraw, or litigate to judgment, objections to Claims or Interests; (2) settle or compromise any Disputed Claim without any further notice to or action, order, or approval by the Bankruptcy Court; and (3) administer and adjust the Claims Register to reflect any such settlements or compromises without any further notice to or action, order, or approval by the Bankruptcy Court. After the Effective Date, the Reorganized Debtor shall have and retain any and all rights and defenses such Debtor had with respect to any Interests or Claims immediately prior to the Effective Date.

#### **2. Estimation of Claims**

Before or after the Effective Date, the Debtor and the Reorganized Debtor, as applicable, may (but are not required to) at any time request that the Bankruptcy Court estimate any Disputed Claim that is contingent or unliquidated pursuant to section 502(c) of the Bankruptcy Code for any reason, regardless of whether any party previously has objected to such Claim or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court shall retain jurisdiction to estimate any such Claim, including during the litigation of any objection to any Claim or during the appeal relating to such objection. Notwithstanding any provision otherwise in the Plan, a Claim that has been expunged from the Claims Register, but that either is subject to appeal or has not been the subject of a Final Order, shall be deemed to be estimated at zero dollars unless otherwise ordered by the Bankruptcy Court. In the event that the Bankruptcy

Court estimates any contingent or unliquidated Claim, that estimated amount shall constitute a maximum limitation on such Claim or Interest for all purposes under the Plan (including for purposes of distributions), and the Reorganized Debtor may elect to pursue any supplemental proceedings to object to any ultimate distribution on such Claim.

### **3. Adjustment to Claims without Objection**

Any Claim that has been paid or satisfied, or any Claim that has been amended or superseded, may be adjusted or expunged on the Claims Register by the Reorganized Debtor without any further notice to or action, order, or approval of the Bankruptcy Court.

### **4. Time to File Objections to Claims**

Except as otherwise specifically provided in the Plan, any objections to Claims shall be Filed on or before the later of (1) 120 days after the Effective Date and (2) such other period of limitation as may be specifically fixed by a Final Order of the Bankruptcy Court for objecting to such claims.

### **5. Disallowance of Claims**

Except as otherwise specifically provided in the Plan, any Claims held by Entities from which property is recoverable under section 542, 543, 550, or 553 of the Bankruptcy Code, or that is a transferee of a transfer avoidable under section 522(f), 522(h), 544, 545, 547, 548, 549, or 724(a) of the Bankruptcy Code, shall be deemed disallowed pursuant to section 502(d) of the Bankruptcy Code, and holders of such Claims may not receive any distributions on account of such Claims until such time as any objection to those Claims have been settled or a Bankruptcy Court order with respect thereto has been entered.

All Claims Filed on account of an indemnification obligation to a director, officer, or employee shall be deemed satisfied and expunged from the Claims Register as of the Effective Date to the extent such indemnification obligation is assumed (or honored or reaffirmed, as the case may be) pursuant to the Plan, without any further notice to or action, order, or approval of the Bankruptcy Court.

Except as provided herein or otherwise agreed, any and all Proofs of Claim Filed after the Bar Date shall be deemed disallowed and expunged as of the Effective Date without any further notice to or action, order, or approval of the Bankruptcy Court, and holders of such Claims may not receive any distributions on account of such Claims, unless on or before the Confirmation Hearing such late Claim has been deemed timely Filed by a Final Order.

### **6. Amendment to Claims**

On or after the Effective Date, a Claim may not be Filed or amended without the prior authorization of the Bankruptcy Court or the Reorganized Debtor and any such new or amended Claim Filed shall be deemed disallowed in full and expunged without any further action; provided, however, that Governmental Units shall not be required to obtain authorization of the Bankruptcy Court or the Reorganized Debtor to File or amend a Proof of Claim prior to July 9,

2018, which is the bar date applicable to Governmental Units pursuant to section 502(b)(9) of the Bankruptcy Code.

#### **7. No Distributions Pending Allowance**

If an objection to a Claim or portion thereof is Filed, no payment or distribution provided under the Plan shall be made on account of such Claim or portion thereof unless and until such Disputed Claim becomes an Allowed Claim.

#### **8. Distributions After Allowance**

To the extent that a Disputed Claim ultimately becomes an Allowed Claim, distributions (if any) shall be made to the holder of such Allowed Claim in accordance with the provisions of the Plan. As soon as practicable after the date that the order or judgment of the Bankruptcy Court allowing any Disputed Claim becomes a Final Order, the Disbursing Agent shall provide to the holder of such Claim the distribution (if any) to which such holder is entitled under the Plan as of the Effective Date, without any interest, dividends, or accruals to be paid on account of such Claim unless required under applicable bankruptcy law.

### **F. Treatment of Executory Contracts and Unexpired Leases**

#### **1. Assumption and Rejection of Executory Contracts Under the Plan**

On the Effective Date, except as otherwise provided herein, all Executory Contracts or Unexpired Leases, not previously assumed or rejected pursuant to an order of the Bankruptcy Court, will be deemed rejected, in accordance with the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code, other than those Executory Contracts or Unexpired Leases that: (1) previously were assumed or rejected by the Debtor; (2) are specifically designated on the Schedule of Assumed Contracts and Leases Filed and served prior to commencement of the Confirmation Hearing; (3) are subject to a motion to assume Executory Contracts or Unexpired Leases that is pending on the Confirmation Date; or (4) are subject to a motion to reject an Executory Contract or Unexpired Lease pursuant to which the requested effective date of such rejection is after the Effective Date; or (5) are the subject of Article IV.M or Article V.F. of the Plan.

Entry of the Confirmation Order by the Bankruptcy Court shall constitute an order approving the assumptions of the Executory Contracts and Unexpired Leases set forth in the Plan and the rejection of all other Executory Contracts and Unexpired Leases pursuant to sections 365(a) and 1123 of the Bankruptcy Code. Any motions to reject Executory Contracts or Unexpired Leases pending on the Effective Date shall be subject to approval by the Bankruptcy Court on or after the Effective Date by a Final Order. Each Executory Contract and Unexpired Lease assumed pursuant to Article V.A of the Plan or by any order of the Bankruptcy Court, which has not been assigned to a third party prior to the Confirmation Date, shall revert in and be fully enforceable by the Reorganized Debtor in accordance with its terms, except as such terms are modified by the provisions of the Plan or any order of the Bankruptcy Court authorizing and providing for its assumption under applicable federal law. Notwithstanding anything to the contrary in the Plan, the Debtor or the Reorganized Debtor, as applicable, reserve the right to

alter, amend, modify, or supplement the Schedules identified in Article V of the Plan and in the Plan Supplement at any time through and including the Effective Date.

## **2. Assumption of Amended Leases**

Throughout the Chapter 11 Case, the Debtor has been engaged in negotiations with landlords of the Debtor's Leases. In connection with those negotiations, the Debtor and certain landlords agreed to the terms of amendments for certain applicable Leases. The Schedule of Assumed Contracts and Leases will identify the Leases to be assumed, as modified by such negotiations.

## **3. Indemnification Obligations**

All indemnification provisions, consistent with applicable law, currently in place (whether in the by-laws, certificates of incorporation or formation, limited liability company agreements, other organizational documents, board resolutions, indemnification agreements, employment contracts, or otherwise) for the current directors, officers, managers, employees, attorneys, accountants, investment bankers, and other professionals of the Debtor, as applicable, shall be reinstated and remain intact, irrevocable, and shall survive the Effective Date on terms no less favorable to such current directors, officers, managers, employees, attorneys, accountants, investment bankers, and other professionals of the Debtor than the indemnification provisions in place prior to the Effective Date.

## **4. Claims Based on Rejection of Executory Contracts or Unexpired Leases**

Unless otherwise provided by a Final Order of the Bankruptcy Court, all Proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases, pursuant to the Plan or the Confirmation Order, if any, must be Filed with the Bankruptcy Court within 30 days after the later of (1) the date of entry of an order of the Bankruptcy Court (including the Confirmation Order) approving such rejection, (2) the effective date of such rejection, (3) the Effective Date, or (4) the date after the Effective Date that the applicable Schedules are altered, amended, modified, or supplemented, but only with respect to any Executory Contract or Unexpired Lease thereby affected. Any Claims arising from the rejection of an Executory Contract or Unexpired Lease not Filed with the Bankruptcy Court within such time will be automatically disallowed, forever barred from assertion, and shall not be enforceable against the Debtor or the Reorganized Debtor, the Estate, or its property without the need for any objection by the Reorganized Debtor or further notice to, or action, order, or approval of the Bankruptcy Court or any other Entity, and any Claim arising out of the rejection of the Executory Contract or Unexpired Lease shall be deemed fully satisfied, released, and discharged, notwithstanding anything in the Schedules or a Proof of Claim to the contrary. All Allowed Claims arising from the rejection of the Debtor's Executory Contracts or Unexpired Leases shall be classified as General Unsecured Claims and shall be treated in accordance with Article III.C.6 of the Plan.

## **5. Cure of Defaults for Assumed Executory Contracts and Unexpired Leases**

Any monetary defaults under each Executory Contract and Unexpired Lease to be assumed pursuant to the Plan shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the default amount in Cash on the Effective Date, subject to the limitation described below, or on such other terms as the parties to such Executory Contracts or Unexpired Leases may otherwise agree. In the event of a dispute regarding (1) the amount of any payments to cure such a default, (2) the ability of the Reorganized Debtor or any assignee to provide “adequate assurance of future performance” (within the meaning of section 365 of the Bankruptcy Code) under the Executory Contract or Unexpired Lease to be assumed, or (3) any other matter pertaining to assumption, the cure payments required by section 365(b)(1) of the Bankruptcy Code shall be made following the entry of a Final Order or orders resolving the dispute and approving the assumption. Pursuant to the Approval Order, the Debtor shall provide for notices of proposed assumption and proposed cure amounts and for procedures for objecting thereto and resolution of disputes by the Bankruptcy Court.

Assumption of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise shall result in the full release and satisfaction of any Claims or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed Executory Contract or Unexpired Lease at any time prior to the effective date of assumption. Any Proofs of Claim Filed with respect to an Executory Contract or Unexpired Lease that has been assumed shall be deemed disallowed and expunged, without further notice to or action, order, or approval of the Bankruptcy Court.

## **6. Preexisting Obligations to the Debtor under Executory Contracts and Unexpired Leases**

Rejection of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise shall not constitute a termination of preexisting obligations owed to the Debtor or the Reorganized Debtor, as applicable, under such Executory Contracts or Unexpired Leases. In particular, notwithstanding any non-bankruptcy law to the contrary, the Reorganized Debtor expressly reserves and does not waive any right to receive, or any continuing obligation of a counterparty to provide, warranties or continued maintenance obligations on goods previously purchased by the Debtor contracting from non-Debtor counterparties to rejected Executory Contracts or Unexpired Leases.

## **7. Insurance Policies**

Each of the Debtor’s insurance policies and any agreements, documents, or instruments relating thereto, are treated as Executory Contracts under the Plan. Unless included in the Schedule of Rejected Contracts, on the Effective Date, (1) the Debtor shall be deemed to have assumed all insurance policies and any agreements, documents, and instruments relating to coverage of all insured Claims and (2) such insurance policies and any agreements, documents, or instruments relating thereto shall revest in the Reorganized Debtor.

## **8. Modifications, Amendments, Supplements, Restatements, or Other Agreements**

Unless otherwise provided in the Plan, each Executory Contract or Unexpired Lease that is assumed shall include all modifications, amendments, supplements, restatements, or other agreements that in any manner affect such Executory Contract or Unexpired Lease, and all Executory Contracts and Unexpired Leases related thereto, if any, including all easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal, and any other interests, unless any of the foregoing agreements has been previously rejected or repudiated or is rejected or repudiated under the Plan.

Modifications, amendments, supplements, and restatements to prepetition Executory Contracts and Unexpired Leases that have been executed by the Debtor during the Chapter 11 Case shall not be deemed to alter the prepetition nature of the Executory Contract or Unexpired Lease, or the validity, priority, or amount of any Claims that may arise in connection therewith.

## **9. Reservation of Rights**

Neither the exclusion nor inclusion of any Executory Contract or Unexpired Lease on the Schedule of Assumed Contracts and Leases, nor anything contained in the Plan, shall constitute an admission by the Debtor that any such contract or lease is in fact an Executory Contract or Unexpired Lease or that the Reorganized Debtor has any liability thereunder. If there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of assumption or rejection, the Debtor or the Reorganized Debtor, as applicable, shall have 30 days following entry of a Final Order resolving such dispute to alter its treatment of such contract or lease under the Plan.

## **10. Non-occurrence of Effective Date**

In the event that the Effective Date does not occur, the Bankruptcy Court shall retain jurisdiction with respect to any request to extend the deadline for assuming or rejecting Executory Contracts and Unexpired Leases pursuant to section 365(d)(4) of the Bankruptcy Code.

## **11. Contracts and Leases Entered into after the Petition Date**

Contracts and leases entered into after the Petition Date by the Debtor, including any Executory Contracts and Unexpired Leases assumed by the Debtor, will be performed by the Debtor or the Reorganized Debtor in the ordinary course of business. Accordingly, such contracts and leases (including any assumed Executory Contracts and Unexpired Leases) will survive and remain unaffected by entry of the Confirmation Order.

# **ARTICLE VIII.**

## **MEANS FOR EXECUTION AND IMPLEMENTATION OF THE PLAN**

### **A. Corporate Existence**

Except as otherwise provided in the Plan, the Debtor shall continue to exist after the Effective Date as a limited liability company with all the powers of a limited liability company

pursuant to Texas law and pursuant to the Debtor's organizational documents in effect prior to the Effective Date, except to the extent such certificate of incorporation and by-laws (or other formation documents) are amended under the Plan or otherwise, and to the extent such documents are amended, such documents are deemed to be amended pursuant to the Plan and require no further action or approval (other than any requisite filings required under applicable state, provincial, or federal law).

**B. Reorganized Debtor**

On the Effective Date, David Won shall become the sole member and sole officer of the Reorganized Debtor. The Reorganized Debtor shall have the authority to adopt any other agreements, documents, and instruments and to take any other actions contemplated under the Plan as necessary to consummate the Plan.

**C. Restructuring Transactions**

On the Effective Date, the Debtor or the Reorganized Debtor shall enter into any transaction and shall take any actions as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the Plan, including the issuance of all securities, notes, instruments, certificates, and other documents required to be issued pursuant to the Plan. The actions to implement the Restructuring Transactions may include: (1) the execution and delivery of appropriate agreements or other documents of restructuring, conversion, disposition, transfer, arrangement, continuance, dissolution, sale, purchase, or liquidation containing terms that are consistent with the terms of the Plan and that satisfy the applicable requirements of applicable law and any other terms to which the applicable Entities may agree; (2) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any asset, property, right, liability, debt, or obligation on terms consistent with the terms of the Plan and having other terms for which the applicable parties agree; (3) the filing of appropriate certificates or articles of incorporation, reincorporation, merger, consolidation, conversion, amalgamation, arrangement, continuance, or dissolution pursuant to applicable state or provincial law; and (4) all other actions that the applicable Entities determine to be necessary, including making filings or recordings that may be required by applicable law in connection with the Plan.

On the Effective Date, Reorganized Debtor will enter into the Class 6 Note. Confirmation of the Plan shall be deemed approval of the Class 6 Note, and all transactions contemplated thereby, and all actions to be taken, undertakings to be made, and obligations to be incurred by the Reorganized Debtor in connection therewith, and authorization of the Reorganized Debtor to enter into and execute the Class 6 Note. On the Effective Date, the Class 6 Note shall constitute a legal, valid, binding, and authorized obligation of the Reorganized Debtor, enforceable in accordance with its terms.

**D. Sources of Plan Distributions**

Distributions under the Plan shall be made with: (1) Cash on hand, including Cash from operations; (2) the proceeds from the purchase of the New Membership Interests; (3) the New Credit Facility; (4) the Class 6 Note, as applicable.

## **1. Issuance of New Membership Interests**

David Won shall purchase the New Membership Interests for a purchase price of \$250,000. In addition, David Won has agreed to the terms of the Plan, including the Reorganized Debtors' obligation to provide the Class 6 Note. The issuance of the New Membership Interests by the Reorganized Debtor is authorized without the need for any further corporate action or without any further action by the holders of Claims or Interests. On the Effective Date, the Debtor shall issue all securities, notes, instruments, certificates, and other documents required to be issued on the Effective Date pursuant to the Plan.

All of the New Membership Interests issued pursuant to the Plan shall be duly authorized, validly issued, fully paid, and non-assessable.

## **2. New Credit Facility**

On the Effective Date, the Reorganized Debtor shall be authorized to enter into the New Credit Facility and execute the New Credit Facility Documents substantially in the form contained in the Plan Supplement, and any related agreements or filing without the need for any further corporate or organizational action and without further action by or approval of the Bankruptcy Court.<sup>9</sup>

Confirmation shall be deemed approval of the New Credit Facility (including the transactions contemplated thereby, and all actions to be taken, undertakings to be made, and obligations to be incurred and fees paid by the Debtor or the Reorganized Debtor in connection therewith), to the extent not approved by the Bankruptcy Court previously, and the Reorganized Debtor is authorized to execute and deliver those documents necessary or appropriate to obtain the New Credit Facility, without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or vote, consent, authorization, or approval of any Person, subject to such modifications as the Reorganized Debtor may deem to be necessary to consummate entry into the New Credit Facility.

On the Effective Date, (a) upon the granting of Liens in accordance with the New Credit Facility, the agent thereunder shall have valid, binding and enforceable Liens on the collateral specified in the New Credit Facility Documents; and (b) upon the granting of mortgages, pledges, Liens and other security interests in accordance with the New Credit Facility Documents, the mortgages, pledges, Liens and other security interests granted to secure the obligations arising under the New Credit Facility shall be granted in good faith and shall be deemed not to constitute a fraudulent conveyance or fraudulent transfer, shall not otherwise be subject to avoidance, and the priorities of such Liens and security interests shall be as set forth in the New Credit Facility Documents.

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<sup>9</sup> The commitment letter for the New Credit Facility is currently being negotiated. Once the commitment letter is complete, the Debtor will file it with the Court.



### **3. Vesting of Assets in the Reorganized Debtor**

The Liens granted under the New Credit Facility Documents, or any agreement, instrument, or other document incorporated in the Plan, or as otherwise provided in the Plan, on the Effective Date and, in the case of a Secured Claim, satisfaction in full of the portion of the Secured Claim that is Allowed as of the Effective Date, all property in the Estate, all Retained Causes of Action, and any property acquired by the Debtor pursuant to the Plan shall vest in the Reorganized Debtor, free and clear of all Liens, Claims, charges, or other encumbrances. On and after the Effective Date and, in the case of a Secured Claim, satisfaction in full of the portion of the Secured Claim that is Allowed as of the Effective Date, except as otherwise provided in the Plan, the Reorganized Debtor may operate its business and may use, acquire, or dispose of property and compromise or settle any Claims, Interests, or Retained Causes of Action without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules. Failure to include a Cause of Action on the Schedule of Retained Causes of Action shall not constitute a waiver or release of such Cause of Action.

#### **E. Cancellation of Existing Securities and Agreements**

On the Effective Date, except to the extent otherwise provided in the Plan (including the Plan Supplement), all notes, instruments, certificates, and other documents evidencing Claims or Interests, including credit agreements, shall be cancelled and the obligations of the Debtor and any non-Debtor Affiliate thereunder or in any way related thereto shall be deemed satisfied in full, cancelled, discharged, and of no force or effect. Holders of or parties to such cancelled instruments, securities, and other documentation will have no rights arising from or relating to such instruments, securities, and other documentation, or the cancellation thereof, except the rights provided for pursuant to the Plan.

#### **F. Corporate Action**

On the Effective Date, all actions contemplated under the Plan shall be deemed authorized and approved in all respects, including: (1) selection of David Won as the sole director and officer of the Reorganized Debtor; (2) the distribution of the New Membership Interests; (3) entry into the New Credit Facility Documents; (4) adoption of the New Organizational Documents; (5) the rejection, assumption, or assumption and assignment, as applicable, of Executory Contracts and Unexpired Leases; and (6) all other acts or actions contemplated or reasonably necessary or appropriate to promptly consummate the Restructuring Transactions contemplated by the Plan (whether to occur before, on, or after the Effective Date).

All matters provided for in the Plan involving the corporate structure of the Debtor or the Reorganized Debtor, and any corporate action required by the Debtor or the Reorganized Debtor, as applicable, in connection with the Plan shall be deemed to have occurred and shall be in effect, without any requirement of further action by the security holders, directors, or officers of the Debtor or the Reorganized Debtor, as applicable. On or (as applicable) prior to the Effective Date, the appropriate officers of the Debtor or the Reorganized Debtor, as applicable, shall be authorized and (as applicable) directed to issue, execute, and deliver the agreements, documents, securities, and instruments contemplated under the Plan (or necessary or desirable to effect the transactions contemplated under the Plan) in the name of and on behalf of the Reorganized

Debtor, including the New Membership Interests, New Organizational Documents, the New Credit Facility Documents, and any and all other agreements, documents, securities, and instruments relating to the foregoing. The authorizations and approvals contemplated by Article IV of the Plan shall be effective notwithstanding any requirements under non-bankruptcy law.

#### **G. New Organizational Documents**

On or immediately prior to the Effective Date, the New Organizational Documents shall be adopted as may be necessary to effectuate the transactions contemplated by the Plan. The Reorganized Debtor will file its New Organizational Documents with the applicable Secretaries of State and/or other applicable authorities in its respective state, province, or country of incorporation in accordance with the corporate laws of the respective state, province, or country of incorporation. After the Effective Date, the Reorganized Debtor may amend and restate its New Organizational Documents and other constituent documents as permitted by the terms thereof and applicable law. The New Organizational Documents shall be included in the Plan Supplement.

#### **H. Directors and Officers of the Reorganized Debtor**

As of the Effective Date, pursuant to the terms of the New Organizational Documents, David Won will be appointed Manager and Chief Executive Officer of the Reorganized Debtor. David Won is an Insider of the Debtor. David Won's compensation will be set forth in the Plan Supplement.

#### **I. Effectuating Documents; Further Transactions**

On and after the Effective Date, the Reorganized Debtor, and the officers and managers thereof, are authorized to and may issue, execute, deliver, file, or record such contracts, securities, instruments, releases, and other agreements or documents and take such actions as may be necessary to effectuate, implement, and further evidence the terms and conditions of the Plan and the securities issued pursuant to the Plan in the name of and on behalf of the Reorganized Debtor, without the need for any approvals, authorization, or consents except for those expressly required pursuant to the Plan.

#### **J. Section 1146 Exemption**

To the fullest extent permitted by section 1146(a) of the Bankruptcy Code, any transfers (whether from the Debtor to the Reorganized Debtor or to any other Person) of property under the Plan or pursuant to: (1) the issuance, distribution, transfer, or exchange of any debt, equity security, or other interest in the Debtor or the Reorganized Debtor; (2) the Restructuring Transactions; (3) the creation, modification, consolidation, termination, refinancing, and/or recording of any mortgage, deed of trust, or other security interest, or the securing of additional indebtedness by such or other means; (4) the making, assignment, or recording of any lease or sublease; (5) the grant of collateral as security for the New Credit Facility; or (6) the making, delivery, or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, the Plan, including any deeds, bills of sale, assignments, or other instrument of transfer executed in connection with any transaction arising out of, contemplated by, or in any

way related to the Plan, shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, real estate transfer tax, mortgage recording tax, Uniform Commercial Code filing or recording fee, regulatory filing or recording fee, or other similar tax or governmental assessment, and upon entry of the Confirmation Order, the appropriate state or local governmental officials or agents shall forego the collection of any such tax or governmental assessment and accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax, recordation fee, or governmental assessment. All filing or recording officers (or any other Person with authority over any of the foregoing), wherever located and by whomever appointed, shall comply with the requirements of section 1146(c) of the Bankruptcy Code, shall forego the collection of any such tax or governmental assessment, and shall accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax or governmental assessment.

**K. Director and Officer Liability Insurance**

On or before the Effective Date, the Debtor shall maintain directors and officers liability insurance coverage following the Effective Date on terms no less favorable to the insureds than the Debtor's existing director and officer coverage and with an aggregate limit of liability upon the Effective Date of no less than the aggregate limit of liability under the existing director and officer coverage.

**L. Employee and Retiree Benefits**

Unless otherwise provided herein, all employee wages, compensation, and benefit programs in place as of the Effective Date with the Debtor shall be assumed by the Reorganized Debtor and shall remain in place as of the Effective Date, and the Reorganized Debtor will continue to honor such agreements, arrangements, programs, and plans. Notwithstanding the foregoing, pursuant to Bankruptcy Code section 1129(a)(13), from and after the Effective Date, all retiree benefits (as such term is defined in section 1114 of the Bankruptcy Code), if any, shall continue to be paid in accordance with applicable law.

**M. Retained Causes of Action**

Except as otherwise provided in the Plan, or in any contract, instrument, release, or other agreement entered into in connection with the Plan, in accordance with Bankruptcy Code section 1123(b)(3), the Reorganized Debtor shall retain and shall have the exclusive right, authority, and discretion to (without further order of the Bankruptcy Court) determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, or withdraw, or litigate to judgment any and all Retained Causes of Action that the Debtor or the Estate may hold against any Entity, whether arising before or after the Petition Date. The Debtor reserves and shall retain the foregoing Retained Causes of Action notwithstanding the rejection of any Executory Contract or Unexpired Lease during the Chapter 11 Case.

Unless a Retained Cause of Action is expressly waived, relinquished, released, compromised or settled in the Plan or any Final Order of the Bankruptcy Court, the Debtor expressly reserves such Retained Cause of Action (including any counterclaims) for later

adjudication by the Reorganized Debtor; provided, however, that the Debtor has agreed, at the request of the Unsecured Creditors Committee, not to pursue affirmative recovery of Avoidance Actions. No preclusion doctrine, including the doctrines of res judicata, collateral, estoppel, issue preclusion, claim preclusion, waiver, estoppel (judicial, equitable or otherwise) or laches shall apply to such Retained Causes of Action (including counterclaims) on or after the Confirmation of the Plan.

#### **N. Release of Debtor**

**Pursuant to Bankruptcy Code section 1141(d), and except as otherwise specifically provided in the Plan or in any contract, instrument, or other agreement or document created pursuant to the Plan, the distributions, rights, and treatment that are provided in the Plan shall be in complete satisfaction, discharge, and release, effective as of the Effective Date, of Claims, Interests, and Causes of Action of any nature whatsoever, including any interest accrued on Claims or Interests from and after the Petition Date, whether known or unknown, against, liabilities of, liens on, obligations of, rights against, and Interests in, the Debtor or any of its assets or properties, regardless of whether any property shall have been distributed or retained pursuant to the Plan on account of such Claims and Interests, including demands, liabilities, and Causes of Action that arose before the Effective Date, any liability (including withdrawal liability) to the extent such Claims or Interests relate to services performed by employees of the Debtor prior to the Effective Date and that arise from a termination of employment, any contingent or non-contingent liability on account of representations or warranties issued on or before the Effective Date, and all debts of the kind specified in sections 502(g), 502(h), or 502(i) of the Bankruptcy Code, in each case whether or not: (1) a Proof of Claim based upon such debt or right is Filed or deemed Filed pursuant to section 501 of the Bankruptcy Code; (2) a Claim or Interest based upon such debt, right, or Interest is Allowed pursuant to section 502 of the Bankruptcy Code; or (3) the holder of such a Claim or Interest has accepted the Plan. The Confirmation Order shall be a judicial determination of the discharge of all Claims and Interests subject to the occurrence of the Effective Date.**

#### **O. Release of Liens**

**Except as otherwise provided in the Plan, or any contract, instrument, release, or other agreement or document created pursuant to the Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan and, in the case of a Secured Claim, satisfaction in full of the portion of the Secured Claim that is Allowed as of the Effective Date, except for Other Secured Claims that the Debtor elects to reinstate in accordance with Article III.C.3 hereof, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estate shall be fully released and discharged, and all of the right, title, and interest of any holder of such mortgages, deeds of trust, Liens, pledges, or other security interests shall revert to the Reorganized Debtor and its successors and assigns. On and after the Effective Date, any holder of such Secured Claim (and the applicable agents for such holder), at the expense of the Reorganized Debtor, shall be authorized and directed to release any collateral or other property of the Debtor (including any Cash collateral and possessory collateral) held by such holder (and the applicable agents for such holder), and to take such actions as may be reasonably**

requested by the Reorganized Debtor to evidence the release of such Lien, including the execution, delivery, and filing or recording of such releases. The presentation or filing of the Confirmation Order to or with any federal, state, provincial, or local agency or department shall constitute good and sufficient evidence of, but shall not be required to effect, the termination of such Liens.

Without limiting the automatic release provisions of the immediately preceding paragraph: (i) no other distribution hereunder shall be made to or on behalf of any Claim holder unless and until such holder executes and delivers to the Debtor or Reorganized Debtor such release of liens or otherwise turns over and releases such Cash, pledge or other possessory liens; and (ii) any such holder that fails to execute and deliver such release of liens within 180 days of the Effective Date shall be deemed to have no Claim against the Debtor or its assets or property in respect of such Claim and shall not participate in any distribution hereunder.

#### **P. Releases by Debtor**

Pursuant to section 1123(b) of the Bankruptcy Code, for good and valuable consideration, on and after the Effective Date, each Released Party is deemed released and discharged by the Debtor, the Reorganized Debtor, and its Estate, in each case on behalf of itself and its respective successors, assigns, and representatives, and any and all other entities who may purport to assert any Cause of Action, directly or derivatively, by, through, for, or because of the foregoing entities, from any and all Causes of Action, including any derivative claims, asserted on behalf of the Debtor, that the Debtor, the Reorganized Debtor, or its Estate would have been legally entitled to assert in its own right or on behalf of the holder of any Claim against, or Interest in, the Debtor or other Entity, based on or relating to, or in any manner arising from, in whole or in part, the Debtor, the Debtor's in- or out-of- court restructuring efforts, the Chapter 11 Case, the Disclosure Statement, the Plan (including the Plan Supplement), or any Restructuring Transactions, contract, instrument, release, or other agreement or document created or entered into in connection with the Disclosure Statement, the Plan, the filing of the Chapter 11 Case, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date. Notwithstanding anything contained herein to the contrary, the foregoing release does not release any obligations of any party under the Plan or any document, instrument, or agreement executed to implement the Plan.

#### **Q. Exculpation**

The Exculpated Parties shall not have or incur any liability to any holder of a Claim or Interest, for any act, event, or omission from the Petition Date to the Effective Date in connection with or arising out of the Chapter 11 Case, the confirmation of the Plan, the Consummation of the Plan, the administration of the Plan or the assets and property to be distributed pursuant to the Plan (including unclaimed property under the Plan), unless such Entity's action is determined as (i) bad faith; (ii) actual fraud; (iii) willful misconduct;

or (iv) gross negligence, in each case by a Final Order of a court of competent jurisdiction. Each Entity may reasonably rely upon the opinions of counsel, certified public accountants, and other experts or professionals employed by the Debtor.

#### **R. Injunction**

Except as otherwise expressly provided in the Plan or for obligations issued or required to be paid pursuant to the Plan or the Confirmation Order, all Entities who have held, hold, or may hold Claims or Interests that have been released, discharged, or are subject to exculpation are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtor, the Reorganized Debtor, the Exculpated Parties, or the Released Parties: (1) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests; (2) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such Claims or Interests; (3) creating, perfecting, or enforcing any encumbrance of any kind against such Entities or the property or the estates of such Entities on account of or in connection with or with respect to any such Claims or Interests; (4) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such Claims or Interests unless such holder has Filed a motion requesting the right to perform such setoff on or before the Effective Date, and notwithstanding an indication of a Claim or Interest or otherwise that such holder asserts, has, or intends to preserve any right of setoff pursuant to applicable law or otherwise; and (5) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests released or settled pursuant to the Plan.

Upon entry of the Confirmation Order, all holders of Claims and Interests and their respective current and former employees, agents, officers, directors, principals, and direct and indirect Affiliates shall be enjoined from taking any actions to interfere with the implementation or Consummation of the Plan. Each holder of an Allowed Claim or Allowed Interest, as applicable, by accepting, or being eligible to accept, distributions under or Reinstatement of such Claim or Interest, as applicable, pursuant to the Plan, shall be deemed to have consented to the injunction provisions set forth in Article VIII.F of the Plan.

#### **S. Protections against Discriminatory Treatment**

Consistent with section 525 of the Bankruptcy Code and the Supremacy Clause of the U.S. Constitution, all Entities, including Governmental Units, shall not discriminate against the Reorganized Debtor or deny, revoke, suspend, or refuse to renew a license, permit, charter, franchise, or other similar grant to, condition such a grant to, discriminate with respect to such a grant against, the Reorganized Debtor, or another Entity with whom the Reorganized Debtor has been associated, solely because the Debtor has been a debtor under chapter 11 of the Bankruptcy Code, has been insolvent before the commencement of the Chapter 11 Case (or during the

Chapter 11 Case but before the Debtor is granted or denied a discharge), or has not paid a debt that is dischargeable in the Chapter 11 Case.

#### **T. Reimbursement or Contribution**

If the Bankruptcy Court disallows a Claim for reimbursement or contribution of an Entity pursuant to section 502(e)(1)(B) of the Bankruptcy Code, then to the extent that such Claim is contingent as of the time of allowance or disallowance, such Claim shall be forever disallowed and expunged notwithstanding section 502(j) of the Bankruptcy Code, unless prior to the Confirmation Date: (1) such Claim has been adjudicated as non-contingent or (2) the relevant holder of a Claim has Filed a non-contingent Proof of Claim on account of such Claim and a Final Order has been entered prior to the Confirmation Date determining such Claim as no longer contingent.

#### **U. Retention of Jurisdiction**

To the fullest extent permitted by applicable law, and notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, on and after the Effective Date, the Bankruptcy Court shall retain exclusive jurisdiction over all matters arising out of, or relating to, the Chapter 11 Case and the Plan pursuant to sections 105(a) and 1142 of the Bankruptcy Code, including jurisdiction to:

- allow, disallow, determine, liquidate, classify, estimate, or establish the priority, secured or unsecured status, or amount of any Claim or Interest, including the resolution of any request for payment of any Administrative Claim and the resolution of any and all objections to the secured or unsecured status, priority, amount, or allowance of Claims or Interests;
- decide and resolve all matters related to the granting and denying, in whole or in part, any applications for allowance of compensation or reimbursement of expenses to Professionals authorized pursuant to the Bankruptcy Code or the Plan;
- resolve any matters related to: (a) the assumption, assumption and assignment, or rejection of any Executory Contract or Unexpired Lease to which the Debtor is party or with respect to which the Debtor may be liable and to hear, determine, and, if necessary, liquidate, any Claims arising therefrom, including Cure Claims pursuant to section 365 of the Bankruptcy Code; (b) any potential contractual obligation under any Executory Contract or Unexpired Lease that is assumed; (c) the Reorganized Debtor amending, modifying, or supplementing, after the Effective Date, pursuant to Article V of the Plan, the Schedules of Executory Contracts and Unexpired Leases to be assumed or rejected or otherwise; and (d) any dispute regarding whether a contract or lease is or was executory or expired;
- ensure that distributions to holders of Allowed Claims and Allowed Interests (as applicable) are accomplished pursuant to the provisions of the Plan;

- adjudicate, decide, or resolve any motions, adversary proceedings, contested or litigated matters, and any other matters, and grant or deny any applications involving the Debtor that may be pending on the Effective Date;
- adjudicate, decide, or resolve any and all matters related to section 1141 of the Bankruptcy Code;
- enter and implement such orders as may be necessary to execute, implement, or consummate the provisions of the Plan and all contracts, instruments, releases, indentures, and other agreements or documents created in connection with the Plan or the Disclosure Statement;
- enter and enforce any order for the sale of property pursuant to sections 363, 1123, or 1146(a) of the Bankruptcy Code;
- resolve any cases, controversies, suits, disputes, or Causes of Action that may arise in connection with the Consummation, interpretation, or enforcement of the Plan or any Entity's obligations incurred in connection with the Plan;
- issue injunctions, enter and implement other orders, or take such other actions as may be necessary to restrain interference by any Entity with Consummation or enforcement of the Plan;
- resolve any cases, controversies, suits, disputes, or Causes of Action with respect to the releases, injunctions, and other provisions contained in Article VIII of the Plan and enter such orders as may be necessary to implement such releases, injunctions, and other provisions;
- resolve any cases, controversies, suits, disputes, or Causes of Action with respect to the repayment or return of distributions and the recovery of additional amounts owed by the holder of a Claim or Interest for amounts not timely repaid pursuant to Article VI.M of the Plan;
- enter and implement such orders as are necessary if the Confirmation Order is for any reason modified, stayed, reversed, revoked, or vacated;
- determine any other matters that may arise in connection with or relate to the Plan, the Disclosure Statement, the Confirmation Order, or any contract, instrument, release, indenture, or other agreement or document created in connection with the Plan or the Disclosure Statement;
- enter an order concluding or closing the Chapter 11 Case;
- adjudicate any and all disputes arising from or relating to distributions under the Plan;



- consider any modifications of the Plan, to cure any defect or omission, or to reconcile any inconsistency in any Bankruptcy Court order, including the Confirmation Order;
- determine requests for the payment of Claims entitled to priority pursuant to section 507 of the Bankruptcy Code;
- hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of the Plan or the Confirmation Order, including disputes arising under agreements, documents, or instruments executed in connection with the Plan;
- hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code;
- hear and determine all disputes involving the existence, nature, scope, or enforcement of any exculpations, discharges, injunctions and releases granted in the Plan, including under Article VIII of the Plan, regardless of whether such termination occurred prior to or after the Effective Date;
- enforce all orders previously entered by the Bankruptcy Court; and
- hear any other matter not inconsistent with the Bankruptcy Code.

The Bankruptcy Court shall not have jurisdiction over matters related to enforcement of the New Credit Facility Documents or any rights or remedies related to the New Credit Facility.

#### **V. Modifications and Amendments, Revocation, or Withdrawal of the Plan**

Except as otherwise specifically provided in the Plan, the Debtor reserves the right to modify the Plan, whether such modification is material or immaterial, and seek Confirmation consistent with the Bankruptcy Code and, as appropriate, not resolicit votes on such modified Plan. Subject to those restrictions on modifications set forth in the Plan and the requirements of section 1127 of the Bankruptcy Code, Rule 3019 of the Federal Rules of Bankruptcy Procedure, and, to the extent applicable, sections 1122, 1123, and 1125 of the Bankruptcy Code, the Debtor expressly reserves its rights to revoke or withdraw, or, to alter, amend, or modify the Plan one or more times, after Confirmation, and, to the extent necessary may initiate proceedings in the Bankruptcy Court to so alter, amend, or modify the Plan, or remedy any defect or omission, or reconcile any inconsistencies in the Plan, the Disclosure Statement, or the Confirmation Order, in such matters as may be necessary to carry out the purposes and intent of the Plan.

Entry of a Confirmation Order shall mean that all modifications or amendments to the Plan since the Solicitation thereof are approved pursuant to Bankruptcy Code section 1127(a) and do not require additional disclosure or resolicitation under Bankruptcy Rule 3019.

The Debtor reserves the right, to revoke or withdraw the Plan prior to the Confirmation Date and to File subsequent plans of reorganization. If the Debtor revokes or withdraws the Plan,

or if Confirmation or Consummation does not occur, then: (1) the Plan shall be null and void in all respects; (2) any settlement or compromise embodied in the Plan (including the fixing or limiting to an amount certain of any Claim or Interest or Class of Claims or Interests), assumption or rejection of Executory Contracts or Unexpired Leases effected under the Plan, and any document or agreement executed pursuant to the Plan, shall be deemed null and void; and (3) nothing contained in the Plan shall: (a) constitute a waiver or release of any Claims or Interests; (b) prejudice in any manner the rights of the Debtor or any other Entity; or (c) constitute an admission, acknowledgement, offer, or undertaking of any sort by the Debtor or any other Entity.

## **ARTICLE IX. LEGAL PROCEEDINGS**

The following is a summary of material litigation involving the Debtor that existed on or after the Petition Date, including potential Claims and Causes of Action that arose as a result of the filing of the Chapter 11 Case.

### **A. Chris Daiss v. A’GACI, L.L.C.**

EEOC Charge No.: 450-2010-00712 involved a retaliation allegation against A’GACI. A 2 year Conciliation Agreement was entered into on August 26, 2018. All A’GACI obligations under the agreement have been fulfilled, but the EEOC has the ability to review compliance through August 25, 2018.

### **B. Infogain Corp. v. A’GACI, L.L.C.**

JAMS Arbitration No. 1310023361. Prior to the Petition Date, the Debtor was engaged in arbitration with Infogain regarding Infogain’s failure to provide the agreed-on services and systems and the expenses the Debtor has incurred to remedy Infogain’s flawed implementation. The arbitration was stayed due to the filing of the Chapter 11 Case.

### **C. Mageno v. A’GACI, L.L.C.**

Case No. EC 068072 in the Superior Court of California, in and for the County of Los Angeles. A’GACI was named as a defendant in the suit for alleged violations of California’s Unruh Civil Rights Act. The Plaintiff requested that the case be dismissed with prejudice on April 3, 2018.

### **D. Villarreal v. A’GACI, L.L.C.**

Case No. 0:18-cv-60695, United States District Court for the Southern District of Florida. A’GACI was named as a defendant. The suit alleged violations of the Telephone Consumer Protection Act, and was dismissed without prejudice on April 18, 2018.

### **E. Recovery on Preference Actions and Other Avoidance Actions**

During the ninety (90) days immediately preceding the Petition Date (the “Preference Period”), while presumed insolvent, the Debtor made various payments and other transfers to

Creditors on account of antecedent debts. Some of those payments may be subject to avoidance and recovery as preferential and/or fraudulent transfers pursuant to sections 329, 544, 545, 547, 548, 549, 550, and 553(b) of the Bankruptcy Code.

The Debtor's Statement of Financial Affairs identifies the parties who received payments and transfers from the Debtor, which payments and transfers may be avoidable under the Bankruptcy Code. The schedule of parties that received payments from the Debtor during the Preference Period is attached hereto as **Exhibit 5**.

In connection with Plan settlement, the Unsecured Creditors Committee requested that the Debtor agree not to pursue affirmative relief of Avoidance Actions. The Debtor agreed to the request of the Unsecured Creditors Committee. Therefore, the Debtor will not be pursuing affirmative relief of Avoidance Actions.

**OTHER THAN AS EXPRESSLY SET FORTH IN ARTICLE 8 OF THE PLAN, THE PLAN DOES NOT, AND IS NOT INTENDED TO, RELEASE ANY CAUSES OF ACTION, AVOIDANCE ACTIONS, OR OBJECTIONS TO PROOFS OF CLAIM. ALL SUCH RIGHTS ARE SPECIFICALLY PRESERVED, UNLESS SPECIFICALLY RELEASED UNDER THE PLAN.**

#### **F. Retained Causes of Action**

Creditors and other parties in interest should understand that certain legal rights, Claims and causes of action the Debtor may have against them, if any exist, are retained under the Plan for prosecution by the Reorganized Debtor, unless expressly released under the Plan. As such, Creditors and other parties in interest are cautioned not to rely on (i) the absence of the listing of any legal right, Claim or cause of action against a particular Creditor or other party in interest in the Disclosure Statement, Plan, Schedules of Assets and Liabilities, or Statement of Financial Affairs; or (ii) the absence of litigation or demand prior to the Effective Date as any indication that the Debtor or the Reorganized Debtor do not possess or do not intend to prosecute a particular legal right, Claim or Cause of Action if a particular Creditor or other party in interest votes to accept the Plan. It is the expressed intention of the Debtor, through the Plan, to preserve Retained Causes of Action whether now known or unknown. Pursuant to the Plan, the Schedule of Retained Causes of Action will be filed with the Plan Supplement.

### **ARTICLE X. DISTRIBUTIONS TO CREDITORS**

The Debtor, in consultation with its advisors, has developed a preliminary estimate of Allowed Claims. The estimates below are based on the Debtor's Schedules and Statements of Financial Affairs, as adjusted by payments made after the Petition Date (with Bankruptcy Court approval), as well as negotiated claim adjustments and anticipated payments prior to the Effective Date (subject to Bankruptcy Court Approval). Given that the Bar Date has not occurred as of the date of this Disclosure Statement, the Debtor has not yet performed a reconciliation of filed Proofs of Claim against scheduled Claims. Therefore, the estimates of Allowed Claims are preliminary and subject to change.

**A. Allowed Administrative Claims**

The Debtor has satisfied undisputed Administrative Claims in the ordinary course of business. There are Professional Compensation Claims that have not yet been asserted.

Section 503(b)(9) of the Bankruptcy Code grants administrative priority for the value of any goods received by the debtor within twenty (20) days before the commencement of the case in which the goods have been sold to the debtor in the ordinary course of the debtor's business ("503(b)(9) Claims"). The Debtor estimates that, absent negotiations with vendors, \$503(b)(9) claims would total approximately \$1.7 million. The Debtor believes that approximately \$1.5 million of the 503(b)(9) Claims will be paid over time.

Additionally, "stub rent" for the period between the Petition Date and January 31, 2018 has administrative priority pursuant to Bankruptcy Code § 503. Through the Debtor's lease negotiations, the Debtor believes that all, or substantially all of the Debtor's landlords will agree to either (i) full waiver of the stub rent, or (ii) payment of the stub rent in 48 equal monthly installments beginning in January 2019.

**B. Allowed Priority Unsecured Tax Claims**

Section 507(a)(8) of the Bankruptcy Code provides priority treatment for allowed unsecured Claims of Governmental Units for certain types of taxes. Pursuant to the *Order Authorizing the Debtor to Pay Prepetition Sales, Use, Property, and Other Taxes and Related Obligations* [Docket No. 37], the Debtor paid certain outstanding tax obligations owed to taxing authorities that would have otherwise been entitled to priority treatment under section 507(a)(8) of the Bankruptcy Code. The Debtor therefore estimates that there will be minimal Allowed Priority Unsecured Tax Claims.

**C. Allowed Chase Secured Claim**

The Debtor estimates that distributions to Class 1, which consists of the Chase Secured Claim, will total approximately \$5.78 million on the Effective Date.<sup>10</sup>

**D. Allowed BOA Secured Claim**

In satisfaction, compromise, settlement, release, and discharge of and in exchange for the BOA Secured Claim, BOA will be entitled to the return of the collateral securing its Allowed Class 2 Claim.

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<sup>10</sup> In the Cash Collateral Order, the Debtor stipulated that the aggregate principal amount of \$6,183,978.21 was due and owing to Chase, plus certain interest, fees, expenses, and other charges. Pursuant to certain adequate protection payments approved by the Cash Collateral Order, the outstanding balance of the Chase Secured Claim has been reduced to approximately \$5.8 million as of May 7, 2018, and is subject to further reduction prior to the Effective Date.

**E. Allowed Other Secured Claims**

The Debtor estimates that distributions to Class 3, which consists of any Other Secured Claims against the Debtor, will total approximately \$0 on the Effective Date.

**F. Allowed Secured Tax Claims**

The Debtor estimates that distributions to Class 4, which consists of any Secured Tax Claims against the Debtor, will total approximately \$0 on the Effective Date.

**G. Allowed Other Priority Unsecured Claims**

Pursuant to the *Order (I) Authorizing Debtor to Pay Certain Prepetition (A) Employee Wages, Other Compensation and Reimbursable Employee Expenses and (B) Independent Contractor Obligations; and (II) Continue Employee Benefits Programs* [Dkt. No. 50] (the “Employee Wages Order”), the Debtor paid certain outstanding obligations owed to its employees for wages, salaries, benefits, and reimbursable expenses that would have otherwise been entitled to priority treatment under section 507(a)(4) or (5) of the Bankruptcy Code. The Debtor therefore estimates that there will be minimal Allowed Other Priority Unsecured Claims.

**H. Allowed General Unsecured Claims**

The Debtor’s estimate of distributions to Class 6, which includes the Allowed General Unsecured Claims, are detailed in the Recovery Analysis annexed hereto as Exhibit 4.

**ARTICLE XI.  
PROVISIONS GOVERNING DISTRIBUTIONS**

**A. Timing and Calculation of Amounts to Be Distributed**

Unless otherwise provided in the Plan, on the Effective Date or as soon as reasonably practicable thereafter (or if a Claim is not an Allowed Claim on the Effective Date, on the date that such Claim becomes an Allowed Claim, or as soon as reasonably practicable thereafter), each holder of an Allowed Claim shall receive the full amount of the distributions that the Plan provides for Allowed Claims (as applicable) in the applicable Class. In the event that any payment or act under the Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on the next succeeding Business Day, but shall be deemed to have been completed as of the required date. If and to the extent that there are Disputed Claims, distributions on account of any such Disputed Claims shall be made pursuant to the provisions set forth in Article VII of the Plan. Except as otherwise provided in the Plan or an agreement between the Debtor and the holder of a Claim, holders of Claims shall not be entitled to interest, dividends, or accruals on the distributions provided for in the Plan, regardless of whether such distributions are delivered on or at any time after the Effective Date.

**B. Disbursing Agent**

All distributions under the Plan shall be made by the Disbursing Agent. The Disbursing Agent shall not be required to give any bond or surety or other security for the performance of its duties unless otherwise ordered by the Bankruptcy Court. Additionally, in the event that the Disbursing Agent is so otherwise ordered, all costs and expenses of procuring any such bond or surety shall be borne by the Reorganized Debtor.

**C. Rights and Powers of Disbursing Agent**

**1. Powers of Disbursing Agent**

The Disbursing Agent shall be empowered to: (a) effect all actions and execute all agreements, instruments, and other documents necessary to perform its duties under the Plan; (b) make all distributions contemplated hereby; and (c) exercise such other powers as may be vested in the Disbursing Agent by order of the Bankruptcy Court, pursuant to the Plan, or as deemed by the Disbursing Agent to be necessary and proper to implement the provisions hereof.

**2. Expenses Incurred On or After the Effective Date**

Except as otherwise ordered by the Bankruptcy Court, if an entity other than the Debtors serves as Disbursing Agent, the amount of any reasonable fees and expenses incurred by the Disbursing Agent on or after the Effective Date (including taxes), and any reasonable compensation and expense reimbursement claims (including reasonable attorney fees and expenses), made by the Disbursing Agent shall be paid in Cash by the Reorganized Debtor.

**D. Delivery of Distributions and Undeliverable or Unclaimed Distributions**

**1. Record Date for Distributions**

As of the close of business on the Distribution Record Date, the various transfer registers for each of the Classes of Claims shall be closed, and the Debtor shall not be required to make any further changes in the record holders of any of the Claims. The Debtor shall have no obligation to recognize any transfer of the Claims occurring on or after the Distribution Record Date. The Disbursing Agent and the Debtor shall be entitled to recognize and deal for all purposes hereunder only with those record holders stated on the transfer ledgers as of the close of business on the Distribution Record Date, to the extent applicable.

**2. Delivery of Distributions in General**

Except as otherwise provided herein, the Disbursing Agent shall make distributions to holders of Allowed Claims as of the Distribution Record Date at the address for each such holder as indicated on the Debtor's records as of the date of any such distribution; *provided, however*, that the manner of such distributions shall be determined at the discretion of the Reorganized Debtor *provided further, however*, that the address for each holder of an Allowed Claim shall be deemed to be the address set forth in any Proof of Claim Filed by that holder.

### **3. Minimum Distributions**

Any distribution pursuant to the Plan on account of an Allowed Claim may be rounded down to the nearest whole dollar. To the extent Cash is distributed under the Plan, no Cash payment of less than \$50.00 shall be made to a holder of an Allowed Claim on account of such Allowed Claim, and such amounts shall be retained by Reorganized Debtor.

### **4. Undeliverable Distributions and Unclaimed Property**

In the event that any distribution to any holder of Allowed Claims is returned as undeliverable, no distribution to such holder shall be made unless and until the Disbursing Agent has determined the then-current address of such holder, at which time such distribution shall be made to such holder without interest; *provided, however*, that such distributions shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code at the expiration of one year from the Effective Date. After such date, all unclaimed property or interests in property shall revert to the Reorganized Debtor automatically and without need for a further order by the Bankruptcy Court (notwithstanding any applicable federal, provincial or state escheat, abandoned, or unclaimed property laws to the contrary), and the Claim of any holder of Claims to such property or Interest in property shall be discharged and forever barred.

#### **E. Manner of Payment**

All distributions of Cash to the holders of Allowed Claims under the Plan shall be made by the Disbursing Agent on behalf of the Debtor. At the option of the Disbursing Agent, any Cash payment to be made under the Plan may be made by check or wire transfer or as otherwise required or provided in applicable agreements. All distributions pursuant to Article III.C.1 shall be made by the Disbursing Agent in accordance with the terms of the Payoff Letter.

#### **F. Distributions to Holders of Class 6 General Unsecured Claims**

Distributions on account of Disputed Class 6 General Unsecured Claims shall be held in the Class 6 Disputed Claims Reserve until such Claims have been either Allowed or Disallowed. To the extent a Disputed Class 6 General Unsecured Claim becomes Allowed, the distribution reserved for such Claim shall be distributed to the holder thereof. To the extent a Disputed Class 6 General Unsecured Claim becomes Disallowed, the distribution reserved for such Claim shall be distributed Pro Rata to holders of Class 6 General Unsecured Claims.

For purposes of Article VI.F and Article III.C.6, “Pro Rata” means, as to a particular holder of a Claim in Class 6, the ratio that the amount of such Claim held by such Class 6 Claim holder bears to the aggregate amount of all Class 6 General Unsecured Claims, and such ratio shall be calculated as if all Disputed Class 6 General Unsecured Claims are Allowed Claims as of the Effective Date.

#### **G. Section 1145 Exemption**

Pursuant to section 1145 of the Bankruptcy Code, the offering, issuance, and distribution of the New Membership Interests as contemplated by Article IV.D of the Plan, shall be exempt

from, among other things, the registration requirements of section 5 of the Securities Act and any other applicable law requiring registration prior to the offering, issuance, distribution, or sale of securities. In addition, under section 1145 of the Bankruptcy Code, such New Membership Interests will be freely tradable in the U.S. by the recipients thereof, subject to the provisions of section 1145(b)(1) of the Bankruptcy Code relating to the definition of an underwriter in section 2(a)(11) of the Securities Act, and subject to any restrictions in the Reorganized Debtor's New Organizational Documents.

#### **H. Compliance with Tax Requirements**

In connection with the Plan, to the extent applicable, the Reorganized Debtor shall comply with all tax withholding and reporting requirements imposed on it by any Governmental Unit, and all distributions made pursuant to the Plan shall be subject to such withholding and reporting requirements. Notwithstanding any provision in the Plan to the contrary, the Reorganized Debtor and the Disbursing Agent shall be authorized to take all actions necessary to comply with such withholding and reporting requirements, including liquidating a portion of the distribution to be made under the Plan to generate sufficient funds to pay applicable withholding taxes, withholding distributions pending receipt of information necessary to facilitate such distributions, or establishing any other mechanisms they believe are reasonable and appropriate. The Reorganized Debtor reserves the right to allocate all distributions made under the Plan in compliance with all applicable wage garnishments, alimony, child support, and other spousal awards, liens, and encumbrances.

#### **I. Allocations**

Distributions in respect of Allowed Claims shall be allocated first to the principal amount of such Claims (as determined for federal income tax purposes) and then, to the extent the consideration exceeds the principal amount of the Claims, to any portion of such Claims for accrued but unpaid interest.

#### **J. No Postpetition Interest on Claims**

Unless otherwise specifically provided for in the Plan, the Confirmation Order, or an agreement with the Debtor, or as required by applicable bankruptcy and non-bankruptcy law, postpetition interest shall not accrue or be paid on any prepetition Claims against the Debtor, and no holder of a prepetition Claim against the Debtor shall be entitled to interest accruing on or after the Petition Date on any such prepetition Claim.

#### **K. Foreign Currency Exchange Rate**

Except as otherwise provided in a Bankruptcy Court order, as of the Effective Date, any Claim asserted in currency other than U.S. dollars shall be automatically deemed converted to the equivalent U.S. dollar value using the exchange rate for the applicable currency as published in The Wall Street Journal, National Edition, on the Petition Date.



## **L. Setoffs and Recoupment**

Except as expressly provided in the Plan, each Reorganized Debtor may, pursuant to section 553 of the Bankruptcy Code, set off and/or recoup against any Plan Distributions to be made on account of any Allowed Claim, any and all claims, rights, and Causes of Action that such Reorganized Debtor may hold against the holder of such Allowed Claim to the extent such setoff or recoupment is either (1) agreed in amount among the relevant Reorganized Debtor(s) and holder of Allowed Claim or (2) otherwise adjudicated by the Bankruptcy Court or another court of competent jurisdiction; *provided, however*, that neither the failure to effectuate a setoff or recoupment nor the allowance of any Claim hereunder shall constitute a waiver or release by the Reorganized Debtor or its successor of any and all claims, rights, and Causes of Action that the Reorganized Debtor or its successor may possess against the applicable holder. In no event shall any holder of Claims against, or Interests in, the Debtor be entitled to recoup any such Claim or Interest against any claim, right, or Cause of Action of the Debtor or the Reorganized Debtor, as applicable, unless such holder actually has performed such recoupment and provided notice thereof in writing to the Debtor in accordance with Article XII.G of the Plan on or before the Effective Date, notwithstanding any indication in any Proof of Claim or otherwise that such holder asserts, has, or intends to preserve any right of recoupment.

## **M. Claims Paid or Payable by Third Parties**

### **1. Claims Paid by Third Parties**

The Debtor or the Reorganized Debtor, as applicable, shall reduce in full a Claim, and such Claim shall be disallowed without a Claims objection having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court, to the extent that the holder of such Claim receives payment in full on account of such Claim from a party that is not the Debtor or Reorganized Debtor. Subject to the last sentence of this paragraph, to the extent a holder of a Claim receives a distribution on account of such Claim and receives payment from a party that is not the Debtor or Reorganized Debtor on account of such Claim, such holder shall, within 14 days of receipt thereof, repay or return the distribution to the Reorganized Debtor, to the extent the holder's total recovery on account of such Claim from the third party and under the Plan exceeds the amount of such Claim as of the date of any such distribution under the Plan. The failure of such holder to timely repay or return such distribution shall result in the holder owing the Reorganized Debtor annualized interest at the Federal Judgment Rate on such amount owed for each Business Day after the 14-day grace period specified above until the amount is repaid.

### **2. Claims Payable by Third Parties**

No distributions under the Plan shall be made on account of an Allowed Claim that is payable pursuant to one of the Debtor's insurance policies until the holder of such Allowed Claim has exhausted all remedies with respect to such insurance policy. To the extent that one or more of the Debtor's insurers agrees to satisfy in full or in part a Claim (if and to the extent adjudicated by a court of competent jurisdiction), then immediately upon such insurers' agreement, the applicable portion of such Claim may be expunged without a Claims objection

having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court.

### **3. Applicability of Insurance Policies**

Except as otherwise provided in the Plan, distributions to holders of Allowed Claims shall be in accordance with the provisions of any applicable insurance policy. Nothing contained in the Plan shall constitute or be deemed a waiver of any Cause of Action that the Debtor or any Entity may hold against any other Entity, including insurers under any policies of insurance, nor shall anything contained herein constitute or be deemed a waiver by such insurers of any defenses, including coverage defenses, held by such insurers.

## **ARTICLE XII. ALTERNATIVES TO THE PLAN**

### **A. Chapter 7 Liquidation**

A straight liquidation bankruptcy or “chapter 7 case” requires liquidation of the Debtor’s assets by an impartial trustee. In a chapter 7 case, the amount holders of General Unsecured Claims would receive depends upon the net estate available after all of the Debtor’s assets have been reduced to cash. The cash realized from liquidation of each of the Debtor’s assets would be distributed in accordance with the order of distribution prescribed in section 507 of the Bankruptcy Code. Whether a bankruptcy case is one under chapter 7 or chapter 11, Secured Claims, Administrative Claims and Priority Claims are entitled to be paid in cash and in full before holders of General Unsecured Claims receive any funds.

If the Chapter 11 Case were converted to cases under chapter 7 of the Bankruptcy Code, the present Claims with priority status under the Bankruptcy Code may have a priority lower than priority Claims generated by the chapter 7 case, such as the chapter 7 trustee’s fee or the fees of attorneys, accountants and other professionals the trustee may engage. Conversion to chapter 7 then would create an additional layer of Claims with priority status.

In a chapter 7 liquidation case, a fully secured Creditor would be entitled to full payment, including interest, from the proceeds of sale of the secured Creditor’s collateral, provided the realized value of the collateral is sufficient to pay both the principal and interest. A secured Creditor whose collateral is insufficient to pay its Secured Claim in full will be entitled to assert a General Unsecured Claim for its deficiency and share with holders of General Unsecured Claims.

If the Chapter 11 Case were converted to cases under chapter 7, the Bankruptcy Court would appoint a trustee to liquidate the Debtor’s assets and to distribute the proceeds as described immediately above. The chapter 7 trustee would be entitled to receive compensation under section 326 of the Bankruptcy Code. The trustee’s fee on all monies disbursed or turned over in the case by the trustee to parties in interest, excluding the Debtor, but including holders of Secured Claims would not exceed (i) 25% on the first \$5,000 or less, (ii) 10% on any amount in excess of \$5,000 but not in excess of \$50,000, (iii) 5% on any amount in excess of \$50,000 but not in excess of \$1,000,000, and (iv) reasonable compensation not to exceed 3% on any amount in excess of \$1,000,000. The trustee’s fees would be paid as a cost of administration and

may be paid in full prior to the costs and expenses incurred in a chapter 11 case and prior to any payment to holders of General Unsecured Claims.

It is also highly likely that the chapter 7 trustee will retain his or her own attorneys and accountants, and perhaps other professionals such as appraisers, whose fees would also constitute Claims entitled to priority status in a chapter 7 case, with a priority that may be higher than those Claims arising under a chapter 11 case.

Liquidation under chapter 7 of the Bankruptcy Code would also entail the appointment of a trustee having no experience or knowledge of the Debtor's businesses, its records or assets. A substantial period of education would be required in order for any chapter 7 trustee to wind up the case effectively. Also, in the event litigation proves necessary on multiple issues, the chapter 7 trustee would likely be in an inferior position to prosecute such actions without prior knowledge regarding the Debtor's businesses and without any source of funding to support such efforts.

The Liquidation Analysis demonstrates that Creditors will receive a greater distribution under the Plan than a hypothetical liquidation under chapter 7 of the Bankruptcy Code. The analysis provided is believed to be reasonable and conservative. Readers are urged to review the notes and assumptions contained in the Liquidation Analysis attached as **Exhibit 2** (the "Liquidation Analysis").

#### **B. Dismissal**

If dismissal of the Chapter 11 Case were to occur, the Debtor would no longer have the protection of the Bankruptcy Court and the applicable provisions of the Bankruptcy Code. In the event of dismissal, it is highly unlikely that holders of General Unsecured Claims would receive any amount on their Claims. Dismissal would force a race among Creditors to take over and dispose of the Debtor's available assets. Even the most diligent holders of General Unsecured Claims would likely fail to realize any recovery on their Claims.

#### **C. Exclusivity and Alternative Plan Potential**

Pursuant to section 1121 of the Bankruptcy Code, the Debtor has the exclusive right to file a plan of reorganization on or before May 9, 2018, and the exclusive right to solicit the plan of reorganization on or before July 8, 2018 (the "Exclusive Periods"). Because the Debtor has Filed the Plan and seeks its confirmation during the Exclusive Periods, no other alternative plans can be proposed or solicited at this time. Moreover, the Debtor believes that any alternative plan would not be viable and would not provide the same recovery to Creditors as that proposed under the current Plan. The Debtor therefore believe that the Plan is in the best interest of Creditors.

### **ARTICLE XIII. FEASIBILITY**

The Bankruptcy Code requires the Debtor to demonstrate that confirmation of the Plan is not likely to be followed by liquidation or the need for further financial reorganization of the Debtor. For purposes of determining whether the Plan meets this requirement, the Debtor has analyzed its ability to meet its obligations under the Plan. The Debtor believes and has evidence

that (1) Cash on hand, including Cash from operations; (2) the proceeds from the purchase of the New Membership Interests; (3) the New Credit Facility; (4) the Class 6 Note, as applicable. are sufficient to satisfy the distributions under the Plan.

Attached as **Exhibit 3** are the Debtor's Financial Projections with respect to the Reorganized Debtor (the "Financial Projections"). The Financial Projections show that the Reorganized Debtor will have adequate liquidity and funding to meet its obligations. Further, the Financial Projections evidence that the Reorganized Debtor is not likely to need financial reorganization or liquidation. Therefore, the Debtor believes the Plan is feasible and is not likely to be followed by subsequent liquidation or the need for further financial reorganization of the Debtor.

#### **ARTICLE XIV. CERTAIN RISK FACTORS TO BE CONSIDERED**

Creditors should carefully consider the following factors, as well as the other information contained in this Disclosure Statement (as well as the documents delivered herewith or incorporated by reference herein) before deciding whether to vote to accept or to reject the Plan.

The principal purpose of the Chapter 11 Case is the formulation of the Plan, which establishes how Claims against and Interests in the Debtor will be satisfied. Under the Plan, certain Claims may receive partial distributions, and other Claims may not receive any distributions at all. Interests will receive no distributions.

##### **A. Bankruptcy Law Considerations**

The occurrence or non-occurrence of any or all of the following contingencies, and any others, could affect distributions available to holders of Allowed Claims under the Plan but will not necessarily affect the validity of the vote of the Impaired Classes to accept or reject the Plan or necessarily require a re-solicitation of the votes of holders of Claims in such Impaired Classes.

##### **1. Parties in Interest May Object to the Plan's Classification of Claims and Interests**

Section 1122 of the Bankruptcy Code provides that a plan may place a claim or an equity interest in a particular class only if such claim or equity interest is substantially similar to the other claims or equity interests in such class. The Debtor believes that the classification of the Claims and Interests under the Plan complies with the requirements set forth in the Bankruptcy Code because the Debtor created Classes of Claims and Interests each encompassing Claims or Interests, as applicable, that are substantially similar to the other Claims or Interests, as applicable, in each such Class. Nevertheless, there can be no assurance that the Bankruptcy Court will reach the same conclusion.

**2. The Conditions Precedent to the Effective Date of the Plan May Not Occur**

As more fully set forth in Article IX of the Plan, the Effective Date is subject to a number of conditions precedent. If such conditions precedent are not met or waived, the Effective Date will not take place.

**3. The Debtor May Fail to Satisfy Vote Requirements**

If votes are received in number and amount sufficient to enable the Bankruptcy Court to confirm the Plan, the Debtor intends to seek, as promptly as practicable thereafter, Confirmation of the Plan. In the event that sufficient votes are not received, the Debtor may seek to confirm an alternative chapter 11 plan. There can be no assurance that the terms of any such alternative chapter 11 plan would be similar or as favorable to the Holders of Allowed Claims as those proposed in the Plan.

**4. The Debtor May Not Be Able to Secure Confirmation of the Plan**

Section 1129 of the Bankruptcy Code sets forth the requirements for confirmation of a chapter 11 plan, and requires, among other things, a finding by the Bankruptcy Court that: (a) such plan “does not unfairly discriminate” and is “fair and equitable” with respect to any non-accepting classes; (b) confirmation of such plan is not likely to be followed by a liquidation or a need for further financial reorganization unless such liquidation or reorganization is contemplated by the plan; and (c) the value of distributions to non-accepting Holders of claims and equity interests within a particular class under such plan will not be less than the value of distributions such Holders would receive if the Debtor were liquidated under chapter 7 of the Bankruptcy Code.

There can be no assurance that the requisite acceptances to confirm the Plan will be received. Even if the requisite acceptances are received, there can be no assurance that the Bankruptcy Court will confirm the Plan. A non-accepting holder of an Allowed Claim might challenge either the adequacy of this Disclosure Statement or whether the balloting procedures and voting results satisfy the requirements of the Bankruptcy Code or Bankruptcy Rules. Even if the Bankruptcy Court determines that this Disclosure Statement, the balloting procedures, and voting results are appropriate, the Bankruptcy Court could still decline to confirm the Plan if it finds that any of the statutory requirements for Confirmation are not met. If a chapter 11 plan of reorganization is not confirmed by the Bankruptcy Court, it is unclear whether the Debtor will be able to reorganize its business and what, if anything, holders of Allowed Claims against it would ultimately receive on account of such Allowed Claims.

Confirmation of the Plan is also subject to certain conditions as described in Article IX of the Plan. If the Plan is not confirmed, it is unclear what distributions, if any, Holders of Allowed Claims will receive on account of such Allowed Claims.

The Debtor reserves the right to modify the terms and conditions of the Plan as necessary for Confirmation. Any such modifications could result in less favorable treatment of any non-accepting Class, as well as any Class junior to such non-accepting Class, than the treatment currently provided in the Plan. Such a less favorable treatment could include a distribution of

property with a lesser value than currently provided in the Plan or no distribution whatsoever under the Plan. There is no assurance that an alternative plan will be confirmed or that the Chapter 11 Case will not be converted to a liquidation. Holders of Interests will receive no recovery under the Plan or in a liquidation. If a liquidation or protracted reorganization were to occur, there is a risk that there would be little, if any, value available for distribution to the holders of Claims.

**5. The Debtor May Object to the Amount or Classification of a Claim**

Except as otherwise provided in the Plan, the Debtor reserves the right to object to the amount or classification of any Claim under the Plan. The estimates set forth in this Disclosure Statement cannot be relied upon by any holder of a Claim where such Claim is subject to an objection. Any holder of a Claim that is subject to an objection thus may not receive its expected share of the estimated distributions described in this Disclosure Statement.

**6. Risk of Non-Occurrence of the Effective Date**

Although the Debtor believes that the Effective Date may occur quickly after the Confirmation Date, there can be no assurance as to such timing or as to whether the Effective Date will, in fact, occur.

**7. Contingencies Could Affect Votes of Impaired Classes to Accept or Reject**

The distributions available to holders of Allowed Claims under the Plan can be affected by a variety of contingencies, including, without limitation, whether the Bankruptcy Court orders certain Allowed Claims to be subordinated to other Allowed Claims. The occurrence of any and all such contingencies, which could affect distributions available to Holders of Allowed Claims under the Plan, will not affect the validity of the vote taken by the Impaired Classes to accept or reject the Plan or require any sort of revote by the Impaired Classes.

The estimated Claims and creditor recoveries set forth in this Disclosure Statement are based on various assumptions, and the actual Allowed amounts of Claims may significantly differ from the estimates. Should one or more of the underlying assumptions ultimately prove to be incorrect, the actual Allowed amounts of Claims may vary from the estimated Claims contained in this Disclosure Statement. Moreover, the Debtor cannot determine with any certainty at this time, the number or amount of Claims that will ultimately be Allowed. Such differences may materially and adversely affect, among other things, the percentage recoveries to holders of Allowed Claims under the Plan.

**8. Releases, Injunctions, and Exculpation Provisions May not be Approved**

Article VIII of the Plan provides for certain releases, injunctions, and exculpations, including a release of liens and third-party releases that may otherwise be asserted against the Debtor, Reorganized Debtor, or Released Parties, as applicable. The releases, injunctions, and exculpations provided in the Plan are subject to objection by parties in interest and may not be

approved. If the releases are not approved, certain Released Parties may withdraw their support for the Plan.

**B. Failure to Confirm or Consummate the Plan**

If the Plan is not confirmed and consummated, it is possible that an alternative plan can be negotiated and presented to the Bankruptcy Court for approval; however, there is no assurance that the alternative plan will be confirmed, that the Chapter 11 Case will not be converted to a liquidation, or that any alternative chapter 11 plan could or would be formulated on terms as favorable to the Creditors as the terms of the Plan. Holders of Interests will receive no recovery under the Plan or in a liquidation. If a liquidation or protracted reorganization were to occur, there is a risk that there would be little, if any, value available for distribution to the holders of Claims.

**C. Claim Estimates May Be Incorrect**

There can be no assurance that the estimated Allowed Claim amounts set forth herein are correct. The actual Allowed amounts of Claims may differ from the estimates. The estimated amounts are subject to certain risks. If one or more of these risks or uncertainties materializes, or if underlying assumptions prove incorrect, the actual Allowed amounts of Claims may vary from those estimated herein.

**D. Risks Related to Debtor's Business and Industry Conditions**

The risks associated with the Debtor's business and industry include, but are not limited to:

- highly competitive and cyclical nature of the retail fashion industry;
- limited ability to obtain financing and pursue business opportunities because of debt level;
- credit risk relating to nonperformance by customers or vendors; and
- political, regulatory, commercial and economic uncertainty.

**E. Risks Relating to the New Membership Interests**

**1. No Current Public Market for Securities**

There is currently no market for the New Membership Interests, and there can be no assurance as to the development or liquidity of any market for the New Membership Interests. The New Membership Interests to be issued under the Plan will not be listed on or traded on any nationally recognized market or exchange as of the Effective Date.

The Reorganized Debtor is under no obligation to list the New Membership Interests on any national securities exchange. Therefore, there can be no assurance that the New Membership Interests will be tradable or liquid at any time after the Effective Date. If a trading market does not develop or is not maintained, holders of the New Membership Interests may experience difficulty in reselling such securities or may be unable to sell them at all. Even if such a market were to exist, the New Membership Interests could trade at prices higher or lower than the estimated value set forth in this Disclosure Statement depending upon many factors including, without limitation, prevailing interest rates, markets for similar securities, industry conditions, and the performance of, and investor expectations for, the Reorganized Debtor. Accordingly, holders of the New Membership Interests may bear certain risks associated with holding securities for an indefinite period of time.

Further, the New Membership Interests to be issued under the Plan have not been registered under the Securities Act, any state securities laws or the laws of any other jurisdiction. Absent such registration, the New Membership Interests may be offered or sold only in transactions that are not subject to, or that are exempt from, the registration requirements of the Securities Act and other applicable securities laws.

## **2. Implied Valuation of the New Membership Interests Not Intended to Represent the Trading Value of the New Membership Interests**

The valuation of the Reorganized Debtor is not intended to represent the trading value of New Membership Interests in public or private markets and is subject to additional uncertainties and contingencies, all of which are difficult to predict. Actual market prices of such securities at issuance will depend upon, among other things: (i) prevailing interest rates; (ii) conditions in the financial markets; (iii) the anticipated initial securities holdings of prepetition creditors, some of whom may prefer to liquidate their investment rather than hold it on a long-term basis; and (iv) other factors that generally influence the prices of securities. The actual market price of the New Membership Interests is likely to be volatile. Many factors, including factors unrelated to the Reorganized Debtor's actual operating performance and other factors not possible to predict, could cause the market price of the New Membership Interests to rise and fall. Accordingly, the implied value, stated herein and in the Plan, of the securities to be issued does not necessarily reflect, and should not be construed as reflecting, values that will be attained for the New Membership Interests in the public or private markets.

## **3. No Intention to Pay Dividends**

Reorganized A'GACI does not anticipate paying any dividends on the New Membership Interests as it expects to retain any future cash flows for debt reduction and to support its operations. As a result, the success of an investment in the New Membership Interests will depend entirely upon any future appreciation in the value of the New Membership Interests. There is, however, no guarantee that the New Membership Interests will appreciate in value or even maintain their initial value.



**F. Inability to Obtain Financing for Exit Financing**

There can be no certainty that the New Credit Facility will be fully funded. The New Credit Facility is subject to certain closing risks, and to the extent that the New Credit Facility is not fully funded, the Debtor may be unable to consummate the Plan.

**G. Certain Tax Implications of the Plan**

Holders of Claims should carefully review Article XV “Certain United States Federal Income Tax Consequences of the Plan” to determine how the tax implications of the Plan may affect such holders.

**ARTICLE XV.  
CERTAIN UNITED STATES FEDERAL INCOME TAX  
CONSEQUENCES OF THE PLAN**

The following is a summary of certain U.S. federal income tax consequences of the Plan to us and certain Holders of Claims. This summary is based on the Internal Revenue Code of 1986, as amended (the “Tax Code”), Treasury regulations promulgated thereunder, and administrative and judicial interpretations and practice, all as in effect on the date of this Disclosure Statement and all of which are subject to change, with possible retroactive effect. Due to the lack of definitive judicial and administrative authority in a number of areas, substantial uncertainty may exist with respect to some of the tax consequences described below. No opinion of counsel has been obtained, and we do not intend to seek a ruling from the Internal Revenue Service (the “IRS”) as to any of the tax consequences of the Plan discussed below. Events occurring after the date of this Disclosure Statement, including changes in law and changes in administrative positions, could affect the U.S. federal income tax consequences of the Plan. No representations are being made regarding the particular tax consequences of the confirmation and consummation of the Plan to us or any Holder of a Claim. There can be no assurance that the IRS will not challenge one or more of the tax consequences of the Plan described below.

This discussion does not purport to address all aspects of U.S. federal income taxation that may be relevant to the Debtor or to such Holders in light of their individual circumstances. This discussion does not address tax issues with respect to such Holders subject to special treatment under the U.S. federal income tax laws (including, for example, non-U.S. persons, banks, governmental authorities or agencies, pass-through entities, dealers and traders in securities or currencies, including those that market to market, insurance companies, financial institutions, grantor trusts, tax-exempt organizations, small business investment companies, real estate investment trusts, regulated investment companies, persons that have a functional currency other than the U.S. dollar, certain former citizens and long term residents of the United States, and persons that will hold an equity interest or a security in the Debtor as part of a position in a straddle or as part of a hedging, conversion or integrated transaction for U.S. federal income tax purposes). In addition, this summary does not address estate tax, gift tax, Medicare tax on investment income, alternative minimum tax, foreign, state, or local tax consequences of the Plan.

THE FOLLOWING SUMMARY OF CERTAIN UNITED STATES FEDERAL INCOME TAX CONSEQUENCES IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT A SUBSTITUTE FOR CAREFUL TAX PLANNING AND ADVICE BASED UPON THE INDIVIDUAL CIRCUMSTANCES PERTAINING TO A HOLDER OF AN ALLOWED CLAIM. ALL HOLDERS ARE URGED TO CONSULT THEIR OWN TAX ADVISORS AS TO THE U.S. FEDERAL, STATE, LOCAL AND NON-UNITED STATES TAX CONSEQUENCES OF THE PLAN.

#### **A. U.S. Federal Income Tax Consequences Under the Plan**

A’GACI estimates that it has incurred, and is currently incurring, significant net operating losses (“NOLs”), amounting to in excess of \$[●] million as of the Petition Date; however, A’GACI’s NOLs are subject to audit and possible challenge by the IRS. Accordingly, the amount of A’GACI’s NOLs ultimately may vary from the amount set forth above.

##### **1. Cancellation of Indebtedness Income**

Generally, a corporation will recognize cancellation of debt (“COD”) income upon satisfaction of its outstanding indebtedness for total consideration less than the amount of such indebtedness. The amount of COD income, in general, is the excess of (a) the adjusted issue price of the indebtedness satisfied, over (b) the sum of (x) the amount of cash paid, and (y) the issue price of any new indebtedness of the taxpayer issued and (z) the fair market value of any other new consideration (including stock of the debtor) given in satisfaction of such indebtedness at the time of the exchange.

A corporation will not, however, be required to include any amount of COD income in gross income if the corporation is a debtor under the jurisdiction of a court in a case under chapter 11 of the Bankruptcy Code and the discharge of debt occurs pursuant to that proceeding (the “Section 108(a) Exception”). Under Tax Code section 108(b), a debtor that excludes COD income from gross income under the Section 108(a) Exception generally must reduce certain tax attributes by the amount of the excluded COD income. In general, tax attributes are reduced in the following order: (a) NOLs and NOL carryforwards, (b) general business and minimum tax credit carryforwards, (c) capital loss carryforwards, (d) basis of the debtor’s assets, and (e) foreign tax credit carryforwards. A debtor’s tax basis in its assets generally may not be reduced below the amount of liabilities remaining immediately after the discharge of indebtedness. NOLs for the taxable year of the discharge and NOL carryovers to such year generally are the first attributes subject to reduction. However, a debtor may elect under Tax Code section 108(b)(5) (the “Section 108(b)(5) Election”) to reduce its basis in its depreciable property first. If a debtor makes a Section 108(b)(5) Election, the limitation on reducing the debtor’s basis in its assets below the amount of its remaining liabilities does not apply.

The Debtor will likely realize COD income as a result of the Plan. Pursuant to the Section 108(a) Exception, the Debtor does not expect to include any COD income in gross income. Instead, the Debtor may be required to reduce certain of its tax attributes.

## **2. Gain or Loss from the Disposition of Assets**

Certain of the Debtor's Restructuring Transactions may constitute a taxable disposition of such assets, and the Debtor will recognize gain or loss based on the difference between the fair market value and the tax basis of the assets sold, transferred, or disposed.

## **3. Limitations on NOLs and Other Tax Attributes**

Under Tax Code section 382, if a "loss corporation" (generally, a corporation with NOLs and/or built-in losses) undergoes an "ownership change," the amount of its pre-change losses (including certain losses or deductions which are "built-in," i.e., economically accrued but unrecognized as of the date of the ownership change) that may be utilized to offset future taxable income generally are subject to an annual limitation. Similar rules apply to a corporation's capital loss carryforwards and tax credits.

The Debtor's issuance of New Membership Interests pursuant to the Plan could result in an ownership change for purposes of Tax Code section 382. Accordingly, assuming that the Debtor emerges with any NOLs following the attribute reduction required under Section 108 (as discussed above), and subject to the discussion below of certain special bankruptcy exceptions, A'GACI's pre-change losses may be subject to an annual limitation. This limitation applies in addition to, and not in lieu of, any other limitation that may already or in the future be in effect and the attribute reduction that may result from COD.

## **4. Alternative Minimum Tax**

In general, a federal alternative minimum tax ("AMT") is imposed on a corporation's alternative minimum taxable income ("AMTI") each year at a 20% rate to the extent that such tax exceeds the corporation's regular federal income tax for such year. AMTI is generally equal to regular taxable income with certain adjustments. For purposes of computing AMTI, certain tax deductions and other beneficial allowances are modified or eliminated. In particular, even though a corporation may otherwise be able to offset all of its taxable income for regular tax purposes by available NOLs, only 90% of a corporation's AMTI generally may be offset by its AMT NOLs.

In addition, if a corporation undergoes an ownership change within the meaning of Tax Code section 382 and has a net unrealized built-in loss at the time of such change, the corporation's (or the consolidated group's) aggregate basis in its assets would be reduced for certain AMT purposes to reflect the fair market value of such assets as of the date of the ownership change.

Any AMT that a corporation pays generally will be allowed as a nonrefundable credit against its regular federal income tax liability in future years when the corporation is not subject to the AMT. Any unused credit may be carried forward indefinitely.

## **B. Federal Income Tax Consequences to Holders of Claims**

The U.S. federal income tax consequences of the Plan to U.S. Holders of Claims (including the character, amount and timing of income, gain or loss recognized) generally will

depend upon, among other factors: (i) the manner in which the U.S. Holder acquired a Claim; (ii) the length of time a Claim has been held; (iii) whether a Claim was acquired at a discount; (iv) whether the U.S. Holder has taken a bad debt deduction in the current or prior years; (v) whether the U.S. Holder has previously included accrued but unpaid interest with respect to a Claim; (vi) the U.S. Holder's method of tax accounting; and (vii) whether we reorganize as is expected. Therefore, U.S. Holders of Claims are urged to consult their tax advisors for information that may be relevant to their specific situation and circumstances and the particular tax consequences to such Holders as a result thereof.

### **1. Treatment of U.S. Holders of General Unsecured Claims**

The U.S. federal income tax consequences to a Holder receiving, or entitled to receive, a payment in partial or total satisfaction of a Claim will depend on a number of factors, including the nature of the Claim, the Holder's method of tax accounting, and its own particular tax situation.

Because each Holder's Claim and tax situation differs, Holders should consult their own tax advisors to determine how the Plan affects them for federal, state and local tax purposes, based on their particular tax situations. Among other things, the U.S. federal income tax consequences of a payment to a Holder may depend initially on the nature of the original transaction pursuant to which the Claim arose. For example, a payment in repayment of the principal amount of a loan is generally not included in the gross income of an original lender.

The U.S. federal income tax consequences of a payment to a Holder may also depend on whether the item to which the payment relates has previously been included in the holder's gross income or has previously been subject to a loss or a worthless security or bad debt deduction. For example, if a payment is made in satisfaction of a receivable acquired in the ordinary course of a Holder's trade or business, the Holder had previously included the amount of such receivable payment in its gross income under its method of tax accounting, and had not previously claimed a loss or a worthless security or bad debt deduction for that amount, the receipt of the payment should not result in additional income to the holder but may result in a loss. Conversely, if the Holder had previously claimed a loss or worthless security or bad debt deduction with respect to the item previously included in income, the holder generally would be required to include the amount of the payment in income.

A Holder receiving a payment pursuant to the Plan in satisfaction of its Claim generally may recognize taxable income or loss measured by the difference between (i) the amount of cash and the fair market value (if any) of any property received by the holder (other than any consideration attributable to a Claim for accrued but unpaid interest), including, as discussed below, any beneficial interests in the Liquidation Trust, and (ii) its adjusted tax basis in the Claim (other than basis attributable to accrued but unpaid interest previously included in the holder's taxable income). For this purpose, the adjusted tax basis may include amounts previously included in income (less any bad debt or loss deduction) with respect to that item. Generally, the income or loss will be ordinary income or loss, unless the Claim is a capital asset in the Holder's hands. Each Holder of a Claim should consult its own tax advisor to determine whether income or loss recognized by such Holder will be ordinary or capital in nature and the specific tax effect thereof on such Holder.

## **C. Other Considerations for U.S. Holders**

### **1. Accrued Interest**

Pursuant to the Plan, all distributions in respect of Allowed Claims will be allocated first to the principal amount of the Allowed Claim (as determined for U.S. federal income tax purposes), with any excess allocated to accrued but unpaid interest. However, there is no assurance that such allocation would be respected by the IRS for U.S. federal income tax purposes. In general, to the extent any amount received (whether Cash, or other property) by a Holder of a debt instrument is received in satisfaction of accrued interest during its holding period, such amount will be taxable to the Holder as interest income (if not previously included in the holder's gross income under the Holder's normal method of accounting). Conversely, a Holder generally recognizes a deductible loss to the extent any accrued interest claimed was previously included in its gross income and is not paid in full. Each Holder of an Allowed Claim is urged to consult its own tax advisor regarding the allocation of consideration and the taxation or deductibility of unpaid interest for tax purposes.

### **2. Market Discount**

Under the "market discount" provisions of the Tax Code, some or all of any gain recognized by a U.S. Holder upon the disposition of a debt instrument of an Allowed Claim may be treated as ordinary income (instead of capital gain), to the extent of the amount of market discount on the debt constituting the exchanged Claim. In general, a debt instrument is considered to have been acquired with market discount if it is acquired other than at original issue and if the U.S. Holder's adjusted tax basis in such instrument is less than (i) the sum of all remaining payments to be made on the debt instrument, excluding "qualified stated interest," or (ii) in the case of a debt instrument issued with OID, its adjusted issue price, in each case, by at least a de minimis amount (equal to the product of 0.25% of the sum of all remaining payments to be made on the debt instrument, excluding qualified stated interest, and the number of remaining whole years to maturity).

Any gain recognized by a U.S. Holder on the disposition of debt instruments that it acquired with market discount should be treated as ordinary income to the extent of the market discount that accrued thereon while such debt instruments were considered to be held by the U.S. Holder (unless such U.S. Holder elected to include market discount in income as it accrued). To the extent that debt instruments that were acquired with market discount are exchanged in a tax-free transaction for other property, any market discount that accrued on such debt instruments (i.e., up to the time of the exchange) but was not recognized by the U.S. Holder is carried over to the property received therefor and any gain recognized on the subsequent sale, exchange, redemption or other disposition of such property is treated as ordinary income to the extent of such accrued, but not recognized, market discount.

## **D. Information Reporting and Back-Up Withholding**

In general, information reporting requirements may apply to distributions or payments under the Plan. Furthermore, all distributions to Holders of Allowed Claims under the Plan are subject to any applicable tax withholding, including employment tax withholding. Under U.S.

federal income tax law, interest, dividends, and other reportable payments may, under certain circumstances, be subject to “backup withholding” at the applicable withholding rate.

Backup withholding generally applies if the Holder (a) fails to furnish its social security number or other taxpayer identification number, (b) furnishes an incorrect taxpayer identification number, (c) fails properly to report interest or dividends, or (d) under certain circumstances, fails to provide a certified statement, signed under penalty of perjury, that the tax identification number provided is its correct number and that it is not subject to backup withholding. Backup withholding is not an additional tax but merely an advance payment, which may be refunded to the extent it results in an overpayment of tax. Certain persons are exempt from backup withholding, including, in certain circumstances, corporations and financial institutions. These categories are very broad; however, there are numerous exceptions. Holders of Allowed Claims are urged to consult their tax advisors regarding the Treasury Regulations governing backup withholding and whether the transactions contemplated by the Plan would be subject to these Treasury Regulations.

In addition, Treasury Regulations generally require disclosure by a taxpayer on its U.S. federal income tax return of certain types of transactions in which the taxpayer participated, including, among other types of transactions, certain transactions that result in the taxpayer’s claiming a loss in excess of specified thresholds. Holders are urged to consult their tax advisors regarding these Treasury Regulations and whether the transactions contemplated by the Plan would be subject to these Treasury Regulations and require disclosure on the Holder’s tax returns.

#### **E. Consequences of Ownership and Disposition of the New Membership Interests**

Holders of Interests of the Debtor should recognize a loss equal to the amount of their adjusted basis. Holders of such Interests should consult their tax advisors as to the amount, timing and character of such loss.


THE FOREGOING DISCUSSION IS INTENDED ONLY AS A SUMMARY OF CERTAIN U.S. FEDERAL INCOME TAX CONSEQUENCES OF THE PLAN AND IS NOT A SUBSTITUTE FOR CAREFUL TAX PLANNING WITH A TAX PROFESSIONAL. THE ABOVE DISCUSSION IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT TAX ADVICE. THE TAX CONSEQUENCES ARE IN MANY CASES UNCERTAIN AND MAY VARY DEPENDING ON A CLAIM OR INTEREST HOLDER’S PARTICULAR CIRCUMSTANCES. ACCORDINGLY, HOLDERS OF CLAIMS AND INTERESTS ARE URGED TO CONSULT THEIR OWN TAX ADVISORS ABOUT THE U.S. FEDERAL, STATE AND LOCAL AND APPLICABLE NON-U.S. INCOME AND OTHER TAX CONSEQUENCES OF THE PLAN.

**ARTICLE XVI.  
CONCLUSION**

This Disclosure Statement provides information regarding the Debtor's bankruptcy and the potential benefits that might accrue to holders of Claims against the Debtor under the Plan as proposed. The Plan is the result of extensive efforts by the Debtor and its advisors to provide the holders of Allowed Claims with a meaningful dividend. The Debtor believes that the Plan is feasible and will provide each holder of a Claim against the Debtor with an opportunity to receive greater benefits than those that would be received by any other alternative. The Debtor, therefore, urges interested parties to vote in favor of the Plan.

Dated: May 7, 2018

A'GACI, L.L.C.

By:   
\_\_\_\_\_  
David Won  
Chief Merchandising Officer  
A'GACI, L.L.C.

*Signature Page – A'GACI, L.L.C. Disclosure Statement*



**EXHIBIT 1 TO THE DISCLOSURE STATEMENT**

**CHAPTER 11 PLAN**

**EXHIBIT 2 TO THE DISCLOSURE STATEMENT**

**Liquidation Analysis**

## **Liquidation Analysis**

### **1. Introduction**

Section 1129(a)(7) of the Bankruptcy Code requires that the Bankruptcy Court find, as a condition to confirmation of the Plan,<sup>11</sup> that each holder of a Claim or Interest in each Impaired Class: (i) has accepted the Plan; or (ii) will receive or retain under the Plan property of a value, as of the Effective Date, that is not less than the amount that such Person would receive if the Debtor were liquidated under chapter 7 of the Bankruptcy Code. In order to make these findings, the Bankruptcy Court must: (1) estimate the cash proceeds (the “Liquidation Proceeds”) that a chapter 7 trustee (the “Trustee”) would generate if each Debtor’s chapter 11 case were converted to a chapter 7 case on the Effective Date and the Assets of such Debtor’s estate were liquidated; (2) determine the distribution (the “Liquidation Distribution”) that each holder of a Claim or Interest would receive from the Liquidation Proceeds under the priority scheme dictated in chapter 7; and (3) compare each holder’s Liquidation Distribution to the distribution under the Plan that such holder would receive if the Plan were confirmed and consummated. This analysis is often referred to as the “best interest of creditors test.”

Asset values discussed herein may be different than amounts referred to in the Plan. The analysis (the “Liquidation Analysis”) is based upon certain assumptions discussed herein and in the Disclosure Statement.

THE DEBTOR MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE ACCURACY OF THE ESTIMATES AND ASSUMPTIONS CONTAINED HEREIN, OR A TRUSTEE’S ABILITY TO ACHIEVE FORECASTED RESULTS. IN THE EVENT THAT THE CHAPTER 11 CASE IS CONVERTED TO A CHAPTER 7 LIQUIDATION, ACTUAL RESULTS COULD VARY MATERIALLY FROM THE ESTIMATES AND PROJECTIONS SET FORTH IN THIS LIQUIDATION ANALYSIS.

### **2. Basis of Presentation**

The Liquidation Analysis has been prepared assuming that the Debtor’s chapter 7 liquidation would commence on or about July 31, 2018 (the “Liquidation Date”). The Liquidation Analysis represents an estimate of recovery values and percentages based upon a hypothetical liquidation if a Trustee were appointed by the Bankruptcy Court to convert Assets into cash. The determination of the hypothetical proceeds from the liquidation of Assets is a highly uncertain process involving the extensive use of estimates and assumptions which, although considered reasonable by management and their advisors, are inherently subject to significant business, economic and competitive uncertainties and contingencies beyond the control of the Debtor and its management. The Liquidation Analysis should be read in conjunction with the assumptions and qualifications discussed herein and in the Disclosure Statement.

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<sup>11</sup> Except as otherwise provided in this Liquidation Analysis, capitalized terms herein have the meaning ascribed to them in the Plan and the Disclosure Statement.

The Liquidation Analysis assumes operations would cease on the Liquidation Date and that a liquidation would start immediately thereafter. All owned Assets including inventory and equipment (excluding the Distribution Center equipment, which would be returned to Bank of America in a liquidation) would be sold over a 5 week period. This Liquidation Analysis was prepared utilizing the Debtor's most recent financials and weekly cash flow projections.

The cessation of business in a liquidation is likely to trigger certain Claims that otherwise would not exist under a chapter 11 reorganization plan. For example, in the reorganization scenario, many of the Debtor's leases will be assumed and the landlords will have no resultant unsecured claims. On the other hand, in a liquidation, the leases will likely be rejected and the landlords may have significant rejection damage claims. The Liquidation Analysis also does not include estimates for the tax consequences that may be triggered upon the liquidation and sale events of Assets in the manner described above.

### **3. Liquidation Process**

For purposes of this analysis, the Debtor's hypothetical liquidation would be conducted in a chapter 7 environment with the Trustee managing the bankruptcy estate of each Debtor to maximize recovery. The Trustee's initial step would be to develop a liquidation plan to generate proceeds from the sale of entity specific Assets for distribution to creditors. The major components of the liquidation are as follows:

- generation of cash proceeds from Asset sales;
- satisfying costs related to the liquidation process, such as personnel retention costs, liquidation costs and Trustee, professional and other administrative fees;
- satisfying employee obligations of the Debtor; and
- distributing net proceeds generated from Asset sales to the holders of Claims and Interests in accordance with the priority scheme under chapter 7 of the Bankruptcy Code.

### **4. Distribution of Net Proceeds to Claimants**

Any available net proceeds would be allocated to the applicable holders of Claims and Interests in strict priority in accordance with section 726 of the Bankruptcy Code:

- Secured Claims: Claims that are paid with the proceeds of collateral to the extent secured by Estate Property, including Secured Claims arising under the Debtor's secured credit facilities;
- Chapter 11 Administrative & Priority Claims: includes Claims for post-petition accounts payable, accrued expenses, accrued and unpaid professional fees, Claims arising under section 503(b)(9) of the Bankruptcy Code, and certain Unsecured Claims entitled to priority under section 507 of the Bankruptcy Code;
- Unsecured Claims: includes non-secured, non-priority debt, including trade payables, and various other unsecured liabilities; and

- Equity: to the extent any available net proceeds remain available for distribution after satisfaction in full of the foregoing classes of Claims, any equity security in the Debtor as defined in section 101(16) of the Bankruptcy Code.

## **5. Conclusion**

The Debtor has determined, as summarized in the following analysis, upon the Effective Date, the Plan will provide all holders of Claims and Interests with a recovery (if any) that is not less than what they would otherwise receive pursuant to a liquidation of the Debtor under chapter 7 of the Bankruptcy Code, and as such believes that the Plan satisfies the requirement of 1129(a)(7) of the Bankruptcy Code.

## **6. Specific Notes to the Liquidation Analysis**

### **a. Cash and Cash equivalents**

Amount represents a 100% recovery of estimated cash on hand as of the Conversion Date, per the DIP Budget. The estimate includes an additional \$75,000 as a proxy for cash in stores.

### **b. Trade Accounts Receivables**

The Debtor's net trade accounts receivable consists of credit card receivables and receivables from the Company's ecommerce fulfillment provider. The assumed recovery on trade accounts receivables is 90% to 100%.

### **c. Other Accounts Receivables**

The debtor's other accounts receivables consist primarily of construction allowance, rent abatement and receivables from vendors. The assumed recovery on other accounts receivables is 0% to 3%.

### **d. Merchandise inventory, net**

The Debtor's estimate that total eligible inventory as of the Conversion Date will be \$9.8 million per the DIP budget. Inventory is assumed to be sold "as is, where is" and recovery values are based on third party inventory appraisal as of March 2018. The recovery shown reflects the net orderly liquidation value ("NOLV") of the inventory, which accounts for costs related to selling through the inventory such as occupancy, payroll, liquidation fees, freight, and other general selling expenses. The recovery rate on inventory is assumed to be between 89.9% and 99.9%.

### **e. Net Property and Equipment**

The Debtor's net property and equipment consists of leasehold improvements and construction allowances, furniture and fixtures, computer software and computer equipment, and the equipment at the distribution center. The assumed recovery on leasehold improvements and construction allowances is 0%. The assumed recovery on furniture and fixtures and computers

and software outside of the distribution center was 0% to 3%. The distribution center equipment is the collateral for the Bank of America term loan. Hypothetical analysis assumes the Company would return the equipment to Bank of America in a liquidation.

**f. Intangible Assets**

The Debtor's intangible assets consist the Company's portfolio of trademarks, as well as trademarks related to the Debtor's e-Commerce platform. A valuation of the Debtor's IP has not been completed. The forced liquidation value of the Debtor's IP was assumed to be \$25,000 to \$50,000.

**g. Prepaid expenses and other current assets**

Prepaid expenses consist of several prepaid accounts, including, but not limited to: merchandise, rent, and other miscellaneous costs. Other current assets consist of utility deposits. The assumed recovery on prepaid expenses and other current assets is 0% to 3% and 80% to 100% on the utility deposits.

**h. Litigation & Preference / Avoidance Actions**

Potential recoveries from litigation and preference / avoidance actions have not yet been quantified, and thus were not included in this Liquidation Analysis.

**Senior Secured Claims**

**i. Chase ABL**

The Liquidation Analysis assumes that total Chase ABL Facility Claims would total approximately \$5.5 million as of the Conversion Date. The analysis assumes the Chase ABL Balance will be paid in full from liquidation proceeds prior to administrative claims.

**j. Bank of America Term Loan**

The Liquidation Analysis assumes that the Bank of America Term Loan claims would total approximately \$4.1 million as of the Conversion Date. The analysis assumes the Company will make Bank of America's collateral (the machinery and equipment at the distribution center) available for return to the Bank in full satisfaction of Bank of America's secured claim with any deficiency claim treated as a General Unsecured Claim.

**Chapter 7 Liquidation Costs**

**k. Wind Down**

Wind Down expenses reflect operating costs over a 4-month period, which consists of a 1-month sale period and 3 months for the operational wind down and a tail period to cover final expenses. The wind down budget excludes costs that are considered in the store closure and inventory liquidation process, as discussed in Note d. above. The bulk of the budget consists of salaries and corporate occupancy costs.

### **I. Severance / Retention**

For the purposes of this analysis, it is assumed that a program would be put into place in order to retain critical employees for the wind-down of the Debtor's estate.

#### **m. Chapter 7 Professionals**

Pursuant to section 327 of the Bankruptcy code, the Trustee, with the court's approval, may employ one or more attorneys, accountants, appraisers, auctioneers, or other professional persons, that do not hold or represent an interest adverse to the estate, and that are disinterested persons, to represent or assist the Trustee in carrying out the Trustee's duties. This analysis estimates that professional fees will be approximately \$450,000 to \$500,000, based on a relatively straight-forward and uncontested wind-down of the Debtor estates.

#### **n. Chapter 7 Trustee Fees**

Pursuant to section 326 of the Bankruptcy code, the court may allow reasonable compensation for the trustee's services, not to exceed 25% on the first \$5,000 or less, 10% on any amount in excess of \$5,000 but not in excess of \$50,000, 5% on any amount in excess of \$50,000 but not in excess of \$1 million, and reasonable compensation not to exceed 3% of such moneys in excess of \$1 million, upon all moneys disbursed or turned over in the case by the trustee to parties in interest, excluding the debtor, but including holders of secured claims. For the purpose of this analysis, the estimate for the Trustee's fees have been simplified to 3% of gross liquidation proceeds.

### **General Administrative Claims**

#### **o. Employee Obligations & Accrued Taxes**

Employee obligations and accrued sales tax are pre-conversion administrative claims but are included as a case administration expense because failure to pay these expenses would likely have an immediate and significant destabilizing effect on the orderly wind down of the Debtor's estates. Accrued employee obligations are estimated as \$778K based on run-rate expense for one week of accrued payroll and PTO. Accrued sales tax is estimated based on the budget projections filed as Schedule 1 of the Debtor's motion to amend the budget with respect to authorizing the use of cash collateral.

#### **p. Ad Valorem 2018 Property Taxes**

For the purposes of this analysis it is assumed that the Company will owe property taxes for all locations that were occupied as of January 1, 2018. Property taxes are estimated to be approximately \$472K to \$572K for 2018.

#### **q. Accrued & Unpaid Chapter 11 Professionals**

Paragraph 13 of the Interim Cash Collateral Order provides that certain accrued and unpaid professional fees shall be entitled to priority above financing claims to which the ABL financing claims are senior. Professionals consist of advisors to the Debtors and advisors to the Unsecured Creditors' Committee. Accrued and unpaid Chapter 11 professional fees estimate is based on the budget filed as Schedule 1 of the Debtor's motion to amend the budget with respect to authorizing the use of cash collateral.

**r. Stub Rent Carve Out**

Paragraph 27 of the Final Cash Collateral Order provides that certain unpaid stub rent, up to a maximum amount of \$926,506, shall be entitled to a priority claim. This includes all locations leased to the Debtor or managed by affiliates of Simon Property Group, General Growth Properties, Inc., Gregory Greenfield & Associates, Ltd., Jones Lang LaSalle Incorporated, and US Real Estate LP. The remainder of the unpaid stub rent will be treated as a Chapter 11 Administrative Priority Claim in Section V below.

**Chapter 11 Administrative Priority Claims**

**s. 503(b)9 & Stub Rent Claims**

For purposes of this analysis it is assumed no agreement is reached for payment of 503(b)9 and remaining stub rent in a liquidation. As a result, those claims would be junior to the senior secured debt and are paid using the liquidation proceeds after the senior secure debt has been satisfied in full.

**t. General Unsecured Creditors**

General Unsecured Creditors' Claims include the pre-petition accounts payable and landlord damages claims.



A'GACI, L.L.C. Ch. 7 Liquidation Analysis  (\$ in 000s)		Note	Book/ Estimated Value	Percent Recovery		Estimated Recovery	
				Low	High	Low	High
<b>I. Liquidation of Assets</b>							
Cash and Cash Equivalents	a	311	100.0%	100.0%	311	311	
Net Trade AR	b	1,762	95.0%	100.0%	1,674	1,762	
Other AR	c	1,459	1.5%	3.0%	22	44	
<b>Total Recoverable AR</b>		3,222	52.6%	56.1%	1,696	1,806	
<b>Merchandise Inventory, net</b>	d	9,776	94.9%	99.9%	9,278	9,767	
Furniture and Fixtures (Less DC Equipment)	e	990	8.0%	10.7%	80	106	
Computers and Software (Less DC Equipment)	e	3,448	1.5%	3.0%	52	103	
DC Equipment	e	2,000	0.0%	0.0%	0	0	
<b>Total Net PP&amp;E</b>		6,438	2.0%	3.3%	131	209	
Intangible Assets	f	NA	NA	NA	75	100	
Prepaid Expenses and Other Current Assets	g	2,050	7.6%	10.0%	156	204	
Litigation & Preference / Avoidance Actions	h	TBD	TBD	TBD	TBD	TBD	
<b>Other</b>		2,050	11.3%	14.8%	231	304	
<b>Estimated Proceeds of Liquidation of Assets</b>					<b>11,647</b>	<b>12,397</b>	
<b>Senior Secured Claims</b>							
Chase ABL Balance	i	5,525	100.0%	100.0%	5,525	5,525	
Bank of America Term Loan*	j	0	N/A	N/A	0	0	
<b>Est. Proceeds Available after Satisfaction of Senior Secureds</b>					<b>6,123</b>	<b>6,873</b>	
<b>III. Chapter 7 Liquidation Costs</b>							
Wind Down	k	188 - 250	100.0%	100.0%	250	188	
Severance / Retention	l	50	100.0%	100.0%	50	50	
Chapter 7 Wind Down Professionals	m	360 - 400	100.0%	100.0%	400	360	
Chapter 7 Trustee Fees	n	349 - 372	100.0%	100.0%	349	372	
<b>Total Chapter 7 Liquidation Costs</b>		969 - 1,049	100.0%	100.0%	1,049	969	
<b>Est. Proceeds Available after Ch. 7 Liquidation Costs</b>					<b>5,073</b>	<b>5,903</b>	

A'GACI, L.L.C. Ch. 7 Liquidation Analysis  (\$ in 000s)	Note	Book/ Estimated Value	Percent Recovery		Estimated Recovery	
			Low	High	Low	High
			<b>IV. Required Post-Petition Payments</b>			
Sales Tax Payable	o	778	100.0%	100.0%	778	778
Accrued Payroll in	o	628	100.0%	100.0%	628	628
Arrears and PTO						
Ad Valorem 2018	p	472 - 525	100.0%	100.0%	525	472
Property Taxes						
Est. Accrued and	q	544	100.0%	100.0%	544	544
Unpaid Chapter 11 Professionals						
<b>Total Required Post-Petition Payments</b>		2,475 - 2,423	100.0%	100.0%	2,475	2,423
<b>Est. Proceeds Available after Required Post-Petition Payments</b>					<b>2,598</b>	<b>3,480</b>
<b>V. Chapter 11 Administrative Priority Claims</b>						
503(b)(9) Claims	s	1,659	76.3%	100.0%	1,265	1,659
Stub Rent	r	1,747	76.3%	100.0%	1,332	1,747
<b>Total Chapter 11 Administrative Priority Claims</b>		3,406	76.3%	100.0%	<b>2,598</b>	<b>3,406</b>
<b>Total Proceeds Available after Wind Down</b>					<b>0</b>	<b>74</b>
<b>VI. Unsecured Creditors</b>						
BofA Unsecured Amount	j	TBD	0.0%	0.0%	TBD	TBD
Unpaid Pre-Petition Rent	s	1,772	0.0%	0.0%	0	3
Lease Rejection Damages	s	31,378	0.0%	0.0%	0	53
Other Unsecured Claims	t	10,439	0.0%	0.0%	0	18
<b>Total Claims</b>		43,589			0	74
<b>VIII. Recovery</b>					<b>0.0%</b>	<b>0.2%</b>

**EXHIBIT 3 TO THE DISCLOSURE STATEMENT**

FINANCIAL PROJECTIONS

### **Financial Projections**

The prospective financial information included in this Disclosure Statement has been prepared by, and is the responsibility of, the Debtor's management team ("Management"). No independent auditors have examined, compiled or performed any procedures with respect to the accompanying prospective financial information.

The Debtor does not, as a matter of course, publish its business plans, budgets or strategies or disclose projections or forecasts of its anticipated financial positions, results of operations or cash flows. Accordingly, the Debtor does not anticipate that it will, and disclaims any obligation to, furnish updated business plans, budgets, strategies, projections or forecasts of its anticipated financial positions, results of operations or cash flows to holders of Claims prior to the Effective Date or to otherwise make such information publicly available.

The assumptions, projections and other financial information contained in this section contain "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995.

The Debtor believes that the Plan meets the feasibility requirements set forth in section 1129(a)(11) of the Bankruptcy Code, as confirmation is not likely to be followed by liquidation or the need for further financial reorganization of the Debtor or any successor under the Plan. In connection with the planning and development of a plan of reorganization and for the purposes of determining whether such plan would satisfy this feasibility standard, the Debtor analyzed its ability to satisfy its financial obligations while maintaining sufficient liquidity and capital resources.

Management, with the assistance of their advisors, has prepared financial projections (the "Financial Projections") for the fiscal years 2018 through 2020 (the "Projection Period"). The Financial Projections are based on a number of assumptions made by Management and their advisors with respect to the potential future performance of the Reorganized Debtor's operations assuming the consummation of the Plan. The Financial Projections will assist each holder of a Claim in the Debtor to determine whether to vote to accept or to reject the Plan.

In general, as illustrated by the Financial Projections, the reduction of BOA Secured Claim on the Debtor's balance sheet will reduce future interest expense and in combination with substantial lease savings, will improve future cash flows. Based on the Financial Projections, the Debtor should have sufficient cash flow to pay and service its post-restructuring debt obligations, including the New Credit Facility, and to operate its business. The Debtor believes that the Confirmation Date and Effective Date are not likely to be followed by either the liquidation or the further reorganization of the Reorganized Debtor. Accordingly, the Debtor believes that the Plan satisfies the feasibility requirements of section 1129(a)(11) of the Bankruptcy Code.

THESE FINANCIAL PROJECTIONS WERE NOT PREPARED WITH A VIEW TOWARD COMPLIANCE WITH GUIDELINES ESTABLISHED BY THE AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS FOR PREPARATION AND PRESENTATION OF PROSPECTIVE FINANCIAL INFORMATION. THE PROJECTED

BALANCE SHEETS DO NOT REFLECT THE IMPACT OF FRESH START ACCOUNTING, WHICH COULD RESULT IN A MATERIAL CHANGE TO ANY OF THE PROJECTED VALUES.

ALTHOUGH MANAGEMENT HAS PREPARED THE FINANCIAL PROJECTIONS IN GOOD FAITH AND BELIEVES THE ASSUMPTIONS TO BE REASONABLE, IT IS IMPORTANT TO NOTE THAT THE DEBTOR AND THE REORGANIZED DEBTOR CAN PROVIDE NO ASSURANCE THAT SUCH ASSUMPTIONS WILL BE REALIZED. AS DESCRIBED IN THE DISCLOSURE STATEMENT, A VARIETY OF RISK FACTORS COULD AFFECT THE REORGANIZED DEBTOR'S FINANCIAL RESULTS AND MUST BE CONSIDERED. ACCORDINGLY, THE FINANCIAL PROJECTIONS SHOULD BE REVIEWED IN CONJUNCTION WITH A REVIEW OF THE RISK FACTORS SET FORTH IN THE DISCLOSURE STATEMENT AND THE ASSUMPTIONS DESCRIBED HEREIN, INCLUDING ALL RELEVANT QUALIFICATIONS AND FOOTNOTES, AND ANY RESULTING CHANGES TO THE FINANCIAL PROJECTIONS COULD BE MATERIAL.

### 1. General Assumptions

*Accounting Policies:* The Financial Projections may not reflect all of the adjustments necessary to implement fresh-start accounting pursuant to Accounting Standards Certification 852-10, as issued by the Financial Accounting Standards Board.

*Plan Consummation:* The Financial Projections assume that the Plan will be confirmed or consummated on or about July 31, 2018.

### 2. Assumptions with Respect to the Projected Balance Sheet and Projected Statement of Cash Flows

*Pro forma adjustments related to emergence:* The balance sheet reflects certain adjustments related to the Debtor's emergence from chapter 11 in accordance with the terms of the Plan. The New Credit Facility, as contemplated in the Plan, is reflected on the balance sheet. In addition, the Financial Projections reflect assumptions with respect to the terms of the New Credit Facility, as the terms of that facility have not been finalized, and remain subject to ongoing discussion and negotiation among the parties.

*Changes in net working capital:* Working Capital assumptions are based on the estimated days sales outstanding, estimated inventory turns, and historical days payable as well as on the historical levels of prepaid and other current assets and current liabilities.

*New Credit Facility borrowings (payments):* Reflects the repayment of the Chase Secured Claim at emergence net of subsequent borrowings under the New Credit Facility to fund the emergence and to maintain sufficient cash to satisfy daily operating requirements.

### 3. Assumptions With Respect to the Projected Income Statement

**A'GACI**

**Business Plan - Assumptions**

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**General**

- Plan assumes that the Company will continue with 55 go-forward locations
- Plan assumes that the Company will closed 1 additional store by the end of May 2018 and reopen two closed stores in July to finalize the 55 store portfolio
- Plan assumes that the Company emerges from Bankruptcy at the end of July 2018
- Plan assumes that the Company will obtain a new revolving line of credit loan for \$10.0M at exit to refinance any outstanding balance to Chase;
- Plan assumes there would be a \$500K block on the borrowing base with similar reserves that were required on the Chase loan

**Sales**

- Comp rates in the go-forward stores are based on a gradual return to a 0.0% comp rate in by the end of FY 2018, resulting in a comp rate of -10.9% for FY '18
- Brick & mortar Q1'18 comp of -17.3%, Q2'18 comp of -12.8%, Q3'18 comp of -8.4%, Q4'18 comp of -4.0%
- Ecommerce forecasted comp rate of 10.4% for FY '18 as the Company continues to focus its efforts on growing this segment of the business (differs from 9.9% in the IS Summary tab due to the impact of the 53rd retail week in 2017)
- Ecommerce Q1'18 comp of 0.6%, Q2'18 comp of 12.6%, Q3'18 comp of 15.0%, Q4'18 comp of 15.0%
- Forecasted brick and mortar comp rates of 5.0% and 3.0% in 2019 and 2020, respectively
- Forecasted ecommerce comp rates of 35.0% in 2019 and 25.0% in 2020 as a result of the following initiatives:
- Partnering with a digital based marketing agency that will help to drive significant incremental sales
- Insourcing fulfillment, which will drastically increase the Company's speed to market by as many as four weeks
- Continued development and investment in the Search Engine Optimization program by outsourcing to a digital marketing expert
- Insourcing international shipping to maximize sales potential to international shoppers who represent 15.0% of traffic at AGACIstore.com
- Creating a Spanish-language website to continue to expand the Company's reach to its core demographic: Hispanics from California to Texas to Puerto Rico
- Greater utilization of social media including fashion influencers and celebrities and e-mail retargeting campaigns
- Mobile optimization initiatives including adding mobile payment options

- Double the amount of "online exclusive" merchandise including apparel, shoes and accessories

**Margin**

- Brick & Mortar gross margin is projected to grow ~80 bps in 2018 and ~20 bps in 2019 to partially return to historical levels in the go-forward stores and then remain flat in 2020
- Ecommerce gross margin is projected to decline slightly from 2017 to 2018; projected to grow by 1.0% in 2019 and 2020 as the Company continues to focus on growing the ecommerce business

**Operating Expenses**

- Selling Expense:**
- Brick and mortar selling expense is primarily related to credit card fees, which is forecasted to remain flat as a percentage of sales through 2020
  - Ecommerce selling expense is forecasted to remain flat as a percentage of sales through 2020
- Maintenance Expense:**
- Brick and mortar maintenance expense is forecasted to decline in go-forward stores in 2018; forecasted as a percentage of sales plus 2.0% year over year growth in 2019 and 2020
  - Ecommerce maintenance expense is forecasted to increase 20.0% in 2018 as the Company continues to invest in developing its Ecommerce segment; forecasted to increase 2.0% YoY in both 2019 and 2020
  - Corporate maintenance expense is forecasted to increase 30.0% in 2018 due to software maintenance related to Oracle; forecasted to increase 2.0% YoY in both 2019 and 2020
  - DC maintenance expense is forecasted to grow 2.0% annually from 2018 to 2020
- Supply Expense:**
- Brick and mortar supply expense is forecasted as percentage of sales by store plus 2.0% year over year growth from 2018 to 2020
  - Ecommerce supply expense is forecasted as flat to 2017 in 2018; forecasted to grow by 2.0% in 2019 and 2020
  - Corporate and DC supply expense is forecasted as a percentage of sales with an additional 2.0% growth rate annually from 2018 to 2020
- Occupancy Expense:**
- Brick and mortar lease expense is forecasted based on go-forward leases negotiated with the landlords on a store by store basis in 2018; locations with % rent leases are forecasted to grow with sales in 2019 and 2020
  - Anticipated store rent concessions of ~\$7.5M at the go-forward locations or ~32% savings; 2018 impact of ~\$6.8M due to timing of effective date in lease amendments
  - Anticipated brick and mortar rent savings in 2019 and 2020 due to the negotiated waiver of automatic 2.0% annual rent increase in many of the leases amendments

**Operating Expenses (Continued)**

- Brick and mortar, Corporate and DC other occupancy expense (i.e. utilities, etc.) is forecasted as percentage of sales by store plus 2.0% year over year growth from 2018 to 2020
- Corporate occupancy expense is forecasted to be flat in 2018, grow by 1.5% 2019 and 3.0% in 2020
- Plan assumes that the Company rejects the leases for the Distribution Center and SAT office and moves to a new location that can support both functions. The new Distribution Center is assumed to be 100,000 square feet and cost \$6 per square foot annually, effective beginning of August 2018, resulting in ~\$1.1M in annualized rent savings

- DC other occupancy expense is forecasted to decline by ~50% annually, effective at the beginning of August 2018, as the company switches from a 285,000 square foot DC to a 100,000 SF DC; forecasted to grow by 2% annually in 2019 and 2020
- Projections do not include any potential savings from lease concessions at the L.A. Corporate Office, which the Company plans to explore

**Personnel Expense:**

- Brick and mortar personnel expense is forecasted to decline in 2018 as the Company re-evaluates staffing requirements; forecasted to increase as a percentage of sales on a store by store basis in 2019 & 2020
- Corporate personnel expense is forecasted to decline in 2018 as the Company right-sizes its corporate structure for the new store base; forecasted to grow by 2.0% in 2019 and 2020
- DC personnel expense is forecasted to decline in 2018 as the DC will be servicing a smaller store footprint; forecasted to grow by 2.0% in 2019 and 2020

**General Expense:**

- In August 2018, the Company plans to transition responsibility of the hanging and tagging process from the DC to the stores and assumes they will achieve the following savings:
- Brick and mortar general expense is forecasted to decline by ~\$300K on an annualized basis as the Company due to the reduced freight cost associated with sending the hangers back to the DC to be reused in future shipments; other general expense is forecasted to grow 2.0% annually in go-forward stores in 2018 through 2020
- DC general expense is forecasted as a % of sales and is expected to decline as the Company processes less inventory associated with the smaller store footprint with an additional 2.0% growth rate annually from 2018 to 2020
- DC general expense is forecasted to decline by an additional \$200K due to the reduced freight cost associated with lower shipping weights (Company ships ~7M hangers a year, 8 hangers = 1 pound at ~\$0.27 / lb)
- One time DC general expense of ~\$500K associated with relocating to the new distribution center and setting up the DC to handle both the manual distribution process and ecommerce fulfillment





- Ecommerce general expense expected to realize ~\$1M in annualized savings related to the insourcing of fulfillment, which will partially offset the forecasted general expense growth to support ecommerce growth; 2018 impact of ~\$500K assuming the fulfillment is moved in house in August resulting in 6 months of savings
- Additional \$400k in annualized Ecommerce general expense related to increased marketing spend specifically for a digital based marketing agency
- Other ecommerce general expense (excluding fulfillment related costs) is forecasted to grow ~18% in 2018 and ~30% in 2019 and 2020 as the Company continues to invest in growing the Ecommerce segment
- Corporate general expense is forecasted to grow 2.0% annually in 2018 through 2020



- Chase ABL interest expense of Libor + 325 bps with an unused fee of 50 bps; BoA term loan interest expense forecasted at a blended rate of ~3.65%
- Plan assumes paydowns of \$70K in March 2018, \$280K in April 2018, and \$85K a month in May, June and July consistent with the Cash Collateral Order filed with the court on 5/1
- Assumes suspension of post-petition BoA interest and amortization payments during Chapter 11
- Assumes BoA collateral (machinery and equipment at the Distribution Center) is returned to BoA at exit
- Assumes new facility is funded upon emergence from Chapter 11
- New ABL assumed to have an interest expense of 3 month Libor + 500 bps with an unused fee of 50 bps and a collateral monitoring fee of 0.075% per month
- Origination fee of 1.0% due when the new facility is funded
- Borrowing base calculations assume advance rate of 90% on both the credit card AR and the inventory; NOLVs from the borrowing base inventory appraisal as of March 2018 and similar borrowing base reserves to those that were required by under the Chase agreement



- Restructuring related professional fees of an average of ~\$400K per month over the period of November 2017 through June 2018 paid on an accrual basis and included in the "non op (income) / expense (incl. int. expense)" line
- GOB Sale Consultant fees total ~\$120K over the period of January to March 2018; Lease Consultant fees total ~\$750K over the period of May to July 2018
- Plan assumes \$125K in investment banking marketing fees and an additional \$400K due in fees related to the refinancing the ABL and the equity infusion



- Plan assumes two \$250K payments are made to the US Trustee over the course of the restructuring process
- Exit costs of ~\$1.6M paid at exit to cover \$200K in 503b9 claims, \$285K in estimated contract cures, \$250K for the quarterly US Trustee fee, ~\$360K in stub rent due at exit, \$100K in origination fees associated with the ABL refinancing, and other exit costs
- Exit costs are subject to change based on continued negotiation with creditors
- Plan assumes ~\$300K in stub rent and rent cures are deferred and paid in 48 equal installments beginning in January 2019, with remaining ~\$360K paid at exit
- Plan assumes that \$1.5M of the estimated \$1.7M in 503(b)(9) claims are converted into a 4-year note paying 5% interest annually with accelerating scheduled amortization payments; paid in December each year, beginning in December 2018
- Plan assumes the Company and the General Unsecured Creditors enter into the EBITDA Sharing agreement, in which the Company agrees to share 15% of EBITDA in excess of \$4M each year up to a total cap of \$4M in distributions over a 10 year period from 2018-2027
- Plan assumes minimal capital expenditures to maintain the current store base from 2018 to 2020

<b>A'GACI Business Plan</b>						
<b>Income Statement - Annual Summary</b>						
<b>\$ in 000s</b>						
	<b>Income Statement</b>					
	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
	<u>Actual</u>	<u>Actual</u>	<u>Actual</u>	<u>Fcst</u>	<u>Fcst</u>	<u>Fcst</u>
B&M Sales	155,318	168,527	148,973	112,374	116,284	119,773
Online Sales	13,294	14,279	15,541	17,085	23,065	28,831
Total Sales	168,612	182,805	164,514	129,459	139,349	148,603
Total Cost of Sales	81,718	87,927	81,290	63,815	68,573	73,163
Gross Profit	86,894	94,756	83,224	65,644	70,776	75,440
<i>Gross Margin %</i>	51.5%	51.8%	50.6%	50.7%	50.8%	50.8%
Total Selling Expense	1,961	2,427	2,028	1,728	2,008	2,199
Total Maintenance Expense	1,776	1,968	2,501	2,842	2,963	3,029
Total Supply Expense	1,966	2,406	2,163	1,579	1,627	1,681
Total Occupancy Expense	27,473	32,517	33,295	20,606	19,148	19,288
Total Personnel Expense	33,535	38,072	40,529	27,461	28,030	28,772
Total General Expense	10,070	11,195	10,388	10,172	10,445	12,009
Total Expense	76,781	88,585	90,904	64,388	64,222	66,979
<i>% of Sales</i>	45.5%	48.5%	55.3%	49.7%	46.1%	45.1%
EBITDA	10,113	6,172	(7,680)	1,256	6,554	8,461
<i>EBITDA Margin %</i>	6.0%	3.4%	-4.7%	1.0%	4.7%	5.7%
D&A	5,808	7,143	7,997	2,630	3,604	3,410
Non Op (Inc.) / Expense (Incl. Int. Exp.)	427	1,200	11,097	4,285	1,548	1,359
Income Tax	768	(745)	(5,939)	(764)	453	914
Net Income	3,110	(1,426)	(20,835)	(4,895)	949	2,779
<i>Net Income Margin %</i>	1.8%	-0.8%	-12.7%	-3.8%	0.7%	1.9%
Store Count	61	73	76	55	55	55

**A'GACI Business Plan  
Balance Sheet - Annual  
Summary  
\$ in 000s**

	Balance Sheet					
	2015	2016	2017	2018	2019	2020
	Actual	Actual	Actual	Fcst	Fcst	Fcst
<b>I. Assets</b>						
<i>Current Assets</i>						
Cash	10,630	2,942	2,575	1,250	1,162	3,932
Accounts Receivable (Excl. Construction Allowance.)	3,208	2,414	2,833	1,601	1,742	1,854
Construction Allowance	2,787	1,169	539	239	-	-
Inventory	12,940	13,075	10,227	8,722	9,514	9,927
Prepaid (Excl. Income Tax)	2,970	3,082	3,560	1,783	1,845	1,928
Prepaid Income Tax	<u>1,752</u>	<u>1,466</u>	<u>6,739</u>	<u>7,503</u>	<u>7,050</u>	<u>6,136</u>
<b>Total Current Assets</b>	<b>34,286</b>	<b>24,149</b>	<b>26,472</b>	<b>21,098</b>	<b>21,312</b>	<b>23,777</b>
Fixed Assets	35,188	50,423	40,668	28,987	22,110	15,239
Other Assets	<u>2,184</u>	<u>3,358</u>	<u>3,366</u>	<u>3,366</u>	<u>3,366</u>	<u>3,366</u>
<b>Total Assets</b>	<b>71,657</b>	<b>77,929</b>	<b>70,506</b>	<b>53,451</b>	<b>46,788</b>	<b>42,382</b>
<b>II. Liabilities</b>						
<i>Current Liabilities</i>						
Accounts Payable - Trade	4,409	4,287	984	4,154	4,531	4,828
Other Payables	674	1,689	1,402	702	726	759
Accrued Expenses	4,234	4,076	3,495	2,845	2,943	3,075
Other Current Liabilities	<u>5,754</u>	<u>4,743</u>	<u>4,852</u>	<u>3,962</u>	<u>4,099</u>	<u>4,283</u>
<b>Current Liabilities</b>	<b>15,071</b>	<b>14,795</b>	<b>10,733</b>	<b>11,663</b>	<b>12,299</b>	<b>12,945</b>

<i>Non-Current Liabilities</i>						
Revolving Line of Credit	-	3,000	6,100	3,876	1,500	-
Other Long Term						
<b>Liabilities</b>	<b>1,269</b>	<b>2,248</b>	<b>4,910</b>	<b>1,566</b>	<b>1,091</b>	<b>632</b>
Deferred Rent	26,812	30,839	34,416	27,889	22,875	17,673
<b>Total Liabilities</b>	<b>43,153</b>	<b>50,881</b>	<b>56,159</b>	<b>44,995</b>	<b>37,766</b>	<b>31,251</b>
<b>III. Shareholder's Equity</b>						
Equity Investment	-	-	-	250	250	250
Partner's Capital	<u>28,504</u>	<u>27,048</u>	<u>14,347</u>	<u>8,206</u>	<u>8,772</u>	<u>10,882</u>
<b>Total Shareholder's</b>						
<b>Equity</b>	<b>28,504</b>	<b>27,048</b>	<b>14,347</b>	<b>8,456</b>	<b>9,022</b>	<b>11,132</b>
<b>Total Liabilities &amp; Shareholder's Equity</b>	<b>71,657</b>	<b>77,929</b>	<b>70,506</b>	<b>53,451</b>	<b>46,788</b>	<b>42,382</b>

<b>A'GACI Business Plan</b>						
<b>Statement of Cash Flows -</b>						
<b>Annual Summary</b>						
<b>\$ in 000s</b>						
	<b>Cash Flow</b>					
	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
	<u>Actual</u>	<u>Actual</u>	<u>Actual</u>	<u>Fcst</u>	<u>Fcst</u>	<u>Fcst</u>
Net Income	3,110	(1,456)	(20,835)	(4,895)	949	2,779
<u>Non Cash Adjustments</u>						
Depreciation and amortization	9,050	9,897	9,903	9,156	8,618	8,611
Amortization of lease incentives	(3,738)	(4,104)	(4,589)	(5,808)	(5,066)	(5,066)
Straight-line rent expense	410	1,140	2,683	(719)	52	(135)
Loss on disposal of property and equipment	-	894	8,314	-	-	-
Bankruptcy/ Other Adjustments	<u>44</u>	<u>210</u>	<u>8,134</u>	<u>(1,247)</u>	-	-
Subtotal Non Cash Adjustments	5,767	8,037	24,444	1,383	3,604	3,410
<u>Changes in operating assets and liabilities:</u>						
Receivables	(1,930)	2,202	(419)	1,232	(141)	(112)
Inventory	(1,452)	(136)	2,848	1,505	(792)	(413)
Prepaid expense and other assets	(87)	(456)	(478)	1,777	(62)	(83)
Prepaid income taxes	(3,688)	(456)	(5,272)	(764)	453	914
Accounts payables	(105)	(289)	(3,303)	3,169	377	297
Accrued liabilities	154	1,023	(287)	(699)	24	33
Accrued expenses	-	-	(581)	(650)	98	132
Other Current Liabilities	<u>241</u>	<u>132</u>	<u>109</u>	<u>(890)</u>	<u>137</u>	<u>184</u>
Total Change in Current Assets & Liabilities	(6,867)	2,021	(7,383)	4,680	95	951
<b>Net cash (used in) provided by operating activities</b>	<b>2,009</b>	<b>8,602</b>	<b>(3,773)</b>	<b>1,168</b>	<b>4,649</b>	<b>7,140</b>

<u>Cash flows from Investing activities:</u>						
Net proceeds from lease incentives	8,954	7,324	6,114	300	239	(0)
Purchase of property and equipment	(12,975)	(26,027)	(8,462)	2,525	(1,741)	(1,741)
New store straight-line rent / Other Assets	<u>(22)</u>	<u>(89)</u>	=	=	=	=
<b>Net cash used in investing activities</b>	<b>(4,042)</b>	<b>(18,791)</b>	<b>(2,349)</b>	<b>2,825</b>	<b>(1,502)</b>	<b>(1,741)</b>
<u>Cash flows from financing activities:</u>						
Change in LT Notes Payable and Capitalized Leases	(510)	2,501	2,663	(3,344)	(475)	(459)
Deferred taxes	-	-	-	-	-	-
Net proceeds from capitalized lease obligations	-	-	-	-	-	-
Change in Debt	-	-	3,100	(2,224)	(2,376)	(1,500)
Change in Equity Investment	-	-	-	250	-	-
EBITDA Share Plan	-	-	-	-	(383)	(669)
Other	=	=	<u>(8)</u>	=	=	=
<b>Net cash (used in) provided by financing activities</b>	<b>(510)</b>	<b>2,501</b>	<b>5,754</b>	<b>(5,318)</b>	<b>(3,234)</b>	<b>(2,629)</b>
<b>Net (decrease) increase in cash and cash equivalents</b>	<b>(2,543)</b>	<b>(7,688)</b>	<b>(368)</b>	<b>(1,325)</b>	<b>(88)</b>	<b>2,770</b>
Cash - Beginning of Year	13,173	10,630	2,942	2,575	1,250	1,162
Net (decrease) increase in cash	<u>(2,543)</u>	<u>(7,688)</u>	<u>(368)</u>	<u>(1,325)</u>	<u>(88)</u>	<u>2,770</u>
Cash - End of Year	10,630	2,942	2,575	1,250	1,162	3,932

**EXHIBIT 4 TO THE DISCLOSURE STATEMENT**

**RECOVERY ANALYSIS**



### **Recovery Analysis – General Unsecured Claims**

Except to the extent that a holder of an Allowed General Unsecured Claim agrees to less favorable treatment, in full and final satisfaction, compromise, settlement, release, and discharge of and in exchange for each General Unsecured Claim, each holder of an Allowed Class 6 Claim shall receive its Pro Rata share of the Class 6 Note.

The Class 6 Note, which will be included in the Plan Supplement, will be an interest-free, unsecured note payable to the holders of Allowed Class 6 Claims on a pro rata basis in the amount of **\$4.0 million** over a repayment period of up to ten years. The Class 6 Note will mature on the tenth anniversary of the Effective Date (the “Class 6 Note Maturity Date”).

The Class 6 Note will repaid based on a portion of the Reorganized Debtor’s EBITDA on an annual basis during the term of the Class 6 Note pursuant to the schedule set forth on the spreadsheet below (the “EBITDA Contribution”) with any remaining unpaid balance due and payable at the Class 6 Note Maturity Date.

For purposes of calculating the EBITDA Contribution, “EBITDA” means, the sum of net income for such period, plus (i) all interest expense for such period, plus (ii) all federal, state and local taxes actually paid in such period, plus (iii) depreciation expenses for such period, plus (iv) amortization expenses for such period. For the avoidance of doubt, the following income and expense categories will not be included in the calculation of EBITDA during the EBITDA sharing period: (i) one time and non-recurring in the ordinary course of business charges and income; (ii) fees and costs associated with the Plan including all payments made pursuant to the Plan; and (iii) extraordinary maintenance expenses related to the physical assets of the business. Prior to each repayment, the Reorganized Debtor will provide information supporting the Reorganized Debtor’s calculation of the EBITDA Contribution to the Committee Co-Chairs.

Upon the closing of a sale of substantially all of the assets of the Reorganized Debtor or the New Membership Interests prior to the Class 6 Note Maturity Date, to the extent of available proceeds after satisfaction of secured debt, the Reorganized Debtor will repay the then remaining balance (if any) of the Class 6 Note.

With the assistance of its Professionals, the Debtor has undertaken a preliminary estimate of potential Class 6 General Unsecured Claims. The Debtor estimates that the amount of Class 6 General Unsecured Claims will total approximately **\$18.1 million to \$19.1 million**. This estimate is preliminary because the Bar Date has not yet occurred. This amount includes unpaid trade payables, landlord claims (for stores that have been rejected, plus the Distribution Center), litigation claims, credit card claims, and various other Unsecured Claims. The estimate does not include the BOA Deficiency Claim.

Based on a projected recovery of \$4 million from the Class 6 Note as shown in the table below, the Debtor’s estimated recovery for Allowed Class 6 claims is approximately **20.9%** (\$4 million / \$19.1 million) to **22.1%** (\$4 million / \$18.1 million).

	2018		2019		2020		2021		2022		2023		2024		2025		2026		2027	
	Fcst	Fcst	Fcst	Fcst	Fcst	Fcst	Fcst	Fcst	Fcst	Fcst	Fcst	Fcst	Fcst	Fcst	Fcst	Fcst	Fcst	Fcst	Fcst	Fcst
<b>Forecasted EBITDA per Business Plan</b>	<b>1,840</b>	<b>5,934</b>	<b>7,819</b>	<b>8,054</b>	<b>8,296</b>	<b>8,545</b>	<b>8,801</b>	<b>9,065</b>										<b>9,337</b>	<b>9,617</b>	
<b>EBITDA Threshold</b>	<b>4,000</b>	<b>4,000</b>	<b>4,000</b>	<b>4,000</b>	<b>4,000</b>	<b>4,000</b>	<b>4,000</b>	<b>4,000</b>	<b>4,000</b>	<b>4,000</b>	<b>4,000</b>	<b>4,000</b>	<b>4,000</b>	<b>4,000</b>	<b>4,000</b>	<b>4,000</b>	<b>4,000</b>	<b>4,000</b>	<b>4,000</b>	<b>4,000</b>
Creditors' Share Percentage	15.0%																			
Company Unadjusted EBITDA	1,840	5,644	7,247	7,446	7,651	7,863	8,081	8,582										9,337	9,617	
Creditors' Share (unrestricted)	-	290	573	608	644	682	720	483										-	-	
Total	1,840	5,934	7,819	8,054	8,296	8,545	8,801	9,065										9,337	9,617	
Company Unadjusted EBITDA	1,840	5,644	7,247	7,446	7,651	7,863	8,081	8,582										9,337	9,617	
Less: Non-EBITDA Cash Items**	7,143	3,513	3,992	3,324	3,422	3,422	3,422	3,422										3,422	3,422	
Company Adj. EBITDA	(5,303)	2,131	3,255	4,122	4,229	4,441	4,659	5,160										5,915	6,195	
Company Adj. EBITDA	(5,303)	2,131	3,255	4,122	4,229	4,441	4,659	5,160										5,915	6,195	
Creditors' Share (unrestricted)	-	290	573	608	644	682	720	483										-	-	
Total Adj. EBITDA	(5,303)	2,421	3,827	4,730	4,874	5,123	5,379	5,643										5,915	6,195	

\* Calculation of 2018 Non-EBITDA Cash Items includes substantial plan-related payments during year

**EXHIBIT 5**

**Preference Period Payments**

of 147  
 In re: A'GACI, L.L.C.  
 Case No. 18-50049  
 Attachment 3

Certain payments or transfers to creditors within 90 days before filing this case

Creditor's name	Address 1	Address 2	City	State	Zip	Country	Date	Total amount or value	Reason for payment or transfer (e.g. Secured debt, Unsecured loan repayments, Suppliers or vendors, Services, or Other)
26 INTERNATIONAL	1500 S. Griffith Avenue		Los Angeles	CA	90021		11/01/2017	\$11,834.00	Suppliers, Vendors, or Services
26 INTERNATIONAL	1500 S. Griffith Avenue		Los Angeles	CA	90021		11/03/2017	\$26,367.00	Suppliers, Vendors, or Services
26 INTERNATIONAL	1500 S. Griffith Avenue		Los Angeles	CA	90021		11/10/2017	\$9,582.00	Suppliers, Vendors, or Services
26 INTERNATIONAL	1500 S. Griffith Avenue		Los Angeles	CA	90021		11/16/2017	\$18,792.00	Suppliers, Vendors, or Services
26 INTERNATIONAL	1500 S. Griffith Avenue		Los Angeles	CA	90021		11/28/2017	\$17,610.00	Suppliers, Vendors, or Services
26 INTERNATIONAL	1500 S. Griffith Avenue		Los Angeles	CA	90021		12/01/2017	\$16,401.00	Suppliers, Vendors, or Services
26 INTERNATIONAL	1500 S. Griffith Avenue		Los Angeles	CA	90021		12/05/2017	\$10,039.20	Suppliers, Vendors, or Services
26 INTERNATIONAL	1500 S. Griffith Avenue		Los Angeles	CA	90021		12/21/2017	\$6,237.60	Suppliers, Vendors, or Services
26 INTERNATIONAL	1500 S. Griffith Avenue		Los Angeles	CA	90021		12/27/2017	\$17,897.00	Suppliers, Vendors, or Services
26 INTERNATIONAL	1500 S. Griffith Avenue		Los Angeles	CA	90021		1/5/2018	\$3,750.00	Suppliers, Vendors, or Services
88 STITCHES	Nexttrade Inc dba 88 Stitches	3160 W 5th St #305	Los Angeles	CA	90020		09/30/2017	\$5,756.50	Suppliers, Vendors, or Services
88 STITCHES	Nexttrade Inc dba 88 Stitches	3160 W 5th St #305	Los Angeles	CA	90020		10/04/2017	\$9,854.00	Suppliers, Vendors, or Services
88 STITCHES	Nexttrade Inc dba 88 Stitches	3160 W 5th St #305	Los Angeles	CA	90020		10/05/2017	\$37,730.00	Suppliers, Vendors, or Services
88 STITCHES	Nexttrade Inc dba 88 Stitches	3160 W 5th St #305	Los Angeles	CA	90020		10/07/2017	\$19,760.00	Suppliers, Vendors, or Services
88 STITCHES	Nexttrade Inc dba 88 Stitches	3160 W 5th St #305	Los Angeles	CA	90020		10/12/2017	\$40,651.00	Suppliers, Vendors, or Services
88 STITCHES	Nexttrade Inc dba 88 Stitches	3160 W 5th St #305	Los Angeles	CA	90020		10/14/2017	\$38,880.00	Suppliers, Vendors, or Services
88 STITCHES	Nexttrade Inc dba 88 Stitches	3160 W 5th St #305	Los Angeles	CA	90020		10/19/2017	\$35,917.50	Suppliers, Vendors, or Services
88 STITCHES	Nexttrade Inc dba 88 Stitches	3160 W 5th St #305	Los Angeles	CA	90020		10/24/2017	\$25,407.00	Suppliers, Vendors, or Services
88 STITCHES	Nexttrade Inc dba 88 Stitches	3160 W 5th St #305	Los Angeles	CA	90020		11/02/2017	\$8,530.00	Suppliers, Vendors, or Services
88 STITCHES	Nexttrade Inc dba 88 Stitches	3160 W 5th St #305	Los Angeles	CA	90020		11/04/2017	\$20,016.00	Suppliers, Vendors, or Services
88 STITCHES	Nexttrade Inc dba 88 Stitches	3160 W 5th St #305	Los Angeles	CA	90020		11/13/2017	\$52,631.50	Suppliers, Vendors, or Services
88 STITCHES	Nexttrade Inc dba 88 Stitches	3160 W 5th St #305	Los Angeles	CA	90020		11/14/2017	\$4,095.00	Suppliers, Vendors, or Services
88 STITCHES	Nexttrade Inc dba 88 Stitches	3160 W 5th St #305	Los Angeles	CA	90020		11/18/2017	\$30,609.00	Suppliers, Vendors, or Services
88 STITCHES	Nexttrade Inc dba 88 Stitches	3160 W 5th St #305	Los Angeles	CA	90020		11/22/2017	\$36,132.00	Suppliers, Vendors, or Services
88 STITCHES	Nexttrade Inc dba 88 Stitches	3160 W 5th St #305	Los Angeles	CA	90020		11/25/2017	\$29,263.50	Suppliers, Vendors, or Services
88 STITCHES	Nexttrade Inc dba 88 Stitches	3160 W 5th St #305	Los Angeles	CA	90020		11/30/2017	\$9,012.00	Suppliers, Vendors, or Services
88 STITCHES	Nexttrade Inc dba 88 Stitches	3160 W 5th St #305	Los Angeles	CA	90020		12/06/2017	\$13,459.50	Suppliers, Vendors, or Services
88 STITCHES	Nexttrade Inc dba 88 Stitches	3160 W 5th St #305	Los Angeles	CA	90020		12/12/2017	\$11,132.00	Suppliers, Vendors, or Services
88 STITCHES	Nexttrade Inc dba 88 Stitches	3160 W 5th St #305	Los Angeles	CA	90020		12/19/2017	\$2,505.25	Suppliers, Vendors, or Services
88 STITCHES	Nexttrade Inc dba 88 Stitches	3160 W 5th St #305	Los Angeles	CA	90020		01/04/2018	\$25,064.50	Suppliers, Vendors, or Services
88 STITCHES	Nexttrade Inc dba 88 Stitches	3160 W 5th St #305	Los Angeles	CA	90020		01/05/2018	\$79,309.75	Suppliers, Vendors, or Services
88 STITCHES	Nexttrade Inc dba 88 Stitches	3160 W 5th St #305	Los Angeles	CA	90020		1/8/2018	\$62,952.50	Suppliers, Vendors, or Services
A & G REALTY PARTNERS	445 Broadway Rd	Suite 410	Melville	NY	11747		1/8/2018	\$20,000.00	Restructuring Professionals
A ELLEN	807 E 12th St Suite 118		Los Angeles	CA	90021		12/05/2017	\$5,177.50	Suppliers, Vendors, or Services
A ELLEN	807 E 12th St Suite 118		Los Angeles	CA	90021		01/03/2018	\$23,598.25	Suppliers, Vendors, or Services
A PEACH	ANB Apparel, Inc., dba A Peach	735 e. 12th st ste.106	Los Angeles	CA	90021		10/21/2017	\$9,698.10	Suppliers, Vendors, or Services
A PEACH	ANB Apparel, Inc., dba A Peach	735 e. 12th st ste.106	Los Angeles	CA	90021		10/24/2017	\$1,794.00	Suppliers, Vendors, or Services
A PEACH	ANB Apparel, Inc., dba A Peach	735 e. 12th st ste.106	Los Angeles	CA	90021		10/26/2017	\$11,920.50	Suppliers, Vendors, or Services
A PEACH	ANB Apparel, Inc., dba A Peach	735 e. 12th st ste.106	Los Angeles	CA	90021		10/27/2017	\$3,456.00	Suppliers, Vendors, or Services
A PEACH	ANB Apparel, Inc., dba A Peach	735 e. 12th st ste.106	Los Angeles	CA	90021		10/28/2017	\$28,083.30	Suppliers, Vendors, or Services
A PEACH	ANB Apparel, Inc., dba A Peach	735 e. 12th st ste.106	Los Angeles	CA	90021		10/31/2017	\$7,644.00	Suppliers, Vendors, or Services
A PEACH	ANB Apparel, Inc., dba A Peach	735 e. 12th st ste.106	Los Angeles	CA	90021		11/04/2017	\$15,341.25	Suppliers, Vendors, or Services
A PEACH	ANB Apparel, Inc., dba A Peach	735 e. 12th st ste.106	Los Angeles	CA	90021		11/7/2017	\$3,705.30	Suppliers, Vendors, or Services
A PEACH	ANB Apparel, Inc., dba A Peach	735 e. 12th st ste.106	Los Angeles	CA	90021		11/08/2017	\$15,941.25	Suppliers, Vendors, or Services
A PEACH	ANB Apparel, Inc., dba A Peach	735 e. 12th st ste.106	Los Angeles	CA	90021		11/09/2017	\$747.50	Suppliers, Vendors, or Services
A PEACH	ANB Apparel, Inc., dba A Peach	735 e. 12th st ste.106	Los Angeles	CA	90021		11/14/2017	\$18,000.00	Suppliers, Vendors, or Services
A PEACH	ANB Apparel, Inc., dba A Peach	735 e. 12th st ste.106	Los Angeles	CA	90021		11/15/2017	\$4,000.00	Suppliers, Vendors, or Services
A PEACH	ANB Apparel, Inc., dba A Peach	735 e. 12th st ste.106	Los Angeles	CA	90021		11/16/2017	\$4,275.00	Suppliers, Vendors, or Services
A PEACH	ANB Apparel, Inc., dba A Peach	735 e. 12th st ste.106	Los Angeles	CA	90021		11/18/2017	\$12,252.50	Suppliers, Vendors, or Services
A PEACH	ANB Apparel, Inc., dba A Peach	735 e. 12th st ste.106	Los Angeles	CA	90021		11/25/2017	\$5,415.00	Suppliers, Vendors, or Services
A PEACH	ANB Apparel, Inc., dba A Peach	735 e. 12th st ste.106	Los Angeles	CA	90021		11/29/2017	\$263.52	Suppliers, Vendors, or Services
A PEACH	ANB Apparel, Inc., dba A Peach	735 e. 12th st ste.106	Los Angeles	CA	90021		12/08/2017	\$4,560.00	Suppliers, Vendors, or Services
A PEACH	ANB Apparel, Inc., dba A Peach	735 e. 12th st ste.106	Los Angeles	CA	90021		12/09/2017	\$10,422.00	Suppliers, Vendors, or Services
A PEACH	ANB Apparel, Inc., dba A Peach	735 e. 12th st ste.106	Los Angeles	CA	90021		12/12/2017	\$10,836.00	Suppliers, Vendors, or Services
A PEACH	ANB Apparel, Inc., dba A Peach	735 e. 12th st ste.106	Los Angeles	CA	90021		12/13/2017	\$5,529.75	Suppliers, Vendors, or Services
A PEACH	ANB Apparel, Inc., dba A Peach	735 e. 12th st ste.106	Los Angeles	CA	90021		12/15/2017	\$8,640.00	Suppliers, Vendors, or Services

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 In re: A'GACI, L.L.C.  
 Case No. 18-50049  
 Attachment 3

Certain payments or transfers to creditors within 90 days before filing this case

Creditor's name	Address 1	Address 2	City	State	Zip	Country	Date	Total amount or value	Reason for payment or transfer (e.g. Secured debt, Unsecured loan repayments, Suppliers or vendors, Services, or Other)
A PEACH	ANB Apparel, Inc., dba A Peach	735 e. 12th st ste.106	Los Angeles	CA	90021		12/20/2017	\$1,417.50	Suppliers, Vendors, or Services
A PEACH	ANB Apparel, Inc., dba A Peach	735 e. 12th st ste.106	Los Angeles	CA	90021		12/22/2017	\$24,140.00	Suppliers, Vendors, or Services
A PEACH	ANB Apparel, Inc., dba A Peach	735 e. 12th st ste.106	Los Angeles	CA	90021		12/26/2017	\$2,608.50	Suppliers, Vendors, or Services
A PEACH	ANB Apparel, Inc., dba A Peach	735 e. 12th st ste.106	Los Angeles	CA	90021		12/29/2017	\$11,308.00	Suppliers, Vendors, or Services
A PEACH	ANB Apparel, Inc., dba A Peach	735 e. 12th st ste.106	Los Angeles	CA	90021		01/05/2018	\$483.00	Suppliers, Vendors, or Services
A PEACH	ANB Apparel, Inc., dba A Peach	735 e. 12th st ste.106	Los Angeles	CA	90021		1/8/2018	\$29,785.50	Suppliers, Vendors, or Services
A3 DESIGN	SK Graphics Inc dba A3 Design	1612 E 14th Street	Los Angeles	CA	90021		10/20/2017	\$7,848.75	Suppliers, Vendors, or Services
A3 DESIGN	SK Graphics Inc dba A3 Design	1612 E 14th Street	Los Angeles	CA	90021		10/21/2017	\$2,100.00	Suppliers, Vendors, or Services
A3 DESIGN	SK Graphics Inc dba A3 Design	1612 E 14th Street	Los Angeles	CA	90021		11/03/2017	\$22,331.70	Suppliers, Vendors, or Services
A3 DESIGN	SK Graphics Inc dba A3 Design	1612 E 14th Street	Los Angeles	CA	90021		11/10/2017	\$10,164.00	Suppliers, Vendors, or Services
A3 Design	SK Graphics Inc dba A3 Design	1612 E 14th Street	Los Angeles	CA	90021		11/22/2017	\$9,426.50	Suppliers, Vendors, or Services
A3 DESIGN	SK Graphics Inc dba A3 Design	1612 E 14th Street	Los Angeles	CA	90021		12/16/2017	\$1,080.00	Suppliers, Vendors, or Services
Active USA	1807 E. 48th Place		Los Angeles	CA	90058		10/13/2017	\$22,317.00	Suppliers, Vendors, or Services
Active USA	1807 E. 48th Place		Los Angeles	CA	90058		10/18/2017	\$25,532.10	Suppliers, Vendors, or Services
Active USA	1807 E. 48th Place		Los Angeles	CA	90058		10/20/2017	\$22,998.00	Suppliers, Vendors, or Services
Active USA	1807 E. 48th Place		Los Angeles	CA	90058		10/27/2017	\$18,212.75	Suppliers, Vendors, or Services
Active USA	1807 E. 48th Place		Los Angeles	CA	90058		10/31/2017	\$1,230.00	Suppliers, Vendors, or Services
Active USA	1807 E. 48th Place		Los Angeles	CA	90058		11/3/2017	\$41,062.50	Suppliers, Vendors, or Services
Active USA	1807 E. 48th Place		Los Angeles	CA	90058		11/7/2017	\$9,760.50	Suppliers, Vendors, or Services
Active USA	1807 E. 48th Place		Los Angeles	CA	90058		11/10/2017	\$696.00	Suppliers, Vendors, or Services
Active USA	1807 E. 48th Place		Los Angeles	CA	90058		11/14/2017	\$41,253.25	Suppliers, Vendors, or Services
Active USA	1807 E. 48th Place		Los Angeles	CA	90058		11/22/2017	\$1,845.00	Suppliers, Vendors, or Services
Active USA	1807 E. 48th Place		Los Angeles	CA	90058		12/6/2017	\$33,608.10	Suppliers, Vendors, or Services
ACTIVE USA	1807 E. 48th Place		Los Angeles	CA	90058		12/6/2017	\$26,172.00	Suppliers, Vendors, or Services
ACTIVE USA	1807 E. 48th Place		Los Angeles	CA	90058		12/7/2017	\$7,436.10	Suppliers, Vendors, or Services
Active USA	1807 E. 48th Place		Los Angeles	CA	90058		12/15/2017	\$29,149.50	Suppliers, Vendors, or Services
ACTIVE USA	1807 E. 48th Place		Los Angeles	CA	90058		12/21/2017	\$18,789.00	Suppliers, Vendors, or Services
ACTIVE USA	1807 E. 48th Place		Los Angeles	CA	90058		12/27/2017	\$14,208.00	Suppliers, Vendors, or Services
ACTIVE USA	1807 E. 48th Place		Los Angeles	CA	90058		1/4/2018	\$3,360.00	Suppliers, Vendors, or Services
Active USA	1807 E. 48th Place		Los Angeles	CA	90058		1/5/2018	\$6,060.00	Suppliers, Vendors, or Services
ACTIVE USA	1807 E. 48th Place		Los Angeles	CA	90058		1/5/2018	\$2,700.00	Suppliers, Vendors, or Services
ADP	PO Box 842875		Boston	MA	02284-2875		10/12/2017	\$2,138.51	GARNISHMENTS
ADP	PO Box 842875		Boston	MA	02284-2875		10/12/2017	\$314,198.16	PAYROLL TAXES
ADP	PO Box 842875		Boston	MA	02284-2875		10/13/2017	\$13,801.50	401K CONTRIBUTION
ADP	PO Box 842875		Boston	MA	02284-2875		10/13/2017	\$1,420.00	401K LOAN PAYMENTS
ADP	PO Box 842875		Boston	MA	02284-2875		10/16/2017	\$1,774.82	PAYROLL TAXES
ADP	PO Box 842875		Boston	MA	02284-2875		10/24/2017	\$773.87	PAYROLL TAXES
ADP	PO Box 842875		Boston	MA	02284-2875		10/25/2017	\$1,297.57	PAYROLL TAXES
ADP	PO Box 842875		Boston	MA	02284-2875		10/26/2017	\$1,827.68	GARNISHMENTS
ADP	PO Box 842875		Boston	MA	02284-2875		10/26/2017	\$323,630.20	PAYROLL TAXES
ADP	PO Box 842875		Boston	MA	02284-2875		10/30/2017	\$13,044.24	401K CONTRIBUTION
ADP	PO Box 842875		Boston	MA	02284-2875		10/30/2017	\$1,246.44	401K LOAN PAYMENTS
ADP	PO Box 842875		Boston	MA	02284-2875		10/31/2017	\$642.05	PAYROLL TAXES
ADP	PO Box 842875		Boston	MA	02284-2875		11/3/2017	\$71.07	PAYROLL FEES
ADP	PO Box 842875		Boston	MA	02284-2875		11/9/2017	\$1,843.88	GARNISHMENTS
ADP	PO Box 842875		Boston	MA	02284-2875		11/9/2017	\$309,944.01	PAYROLL TAXES
ADP	PO Box 842875		Boston	MA	02284-2875		11/10/2017	\$11,992.19	401K CONTRIBUTION
ADP	PO Box 842875		Boston	MA	02284-2875		11/10/2017	\$1,246.44	401K LOAN PAYMENTS
ADP	PO Box 842875		Boston	MA	02284-2875		11/22/2017	\$13,093.86	401K CONTRIBUTION
ADP	PO Box 842875		Boston	MA	02284-2875		11/22/2017	\$1,246.44	401K LOAN PAYMENTS
ADP	PO Box 842875		Boston	MA	02284-2875		11/22/2017	\$1,843.76	GARNISHMENTS
ADP	PO Box 842875		Boston	MA	02284-2875		11/22/2017	\$331,649.34	PAYROLL TAXES
ADP	PO Box 842875		Boston	MA	02284-2875		11/27/2017	\$912.71	PAYROLL TAXES
ADP	PO Box 842875		Boston	MA	02284-2875		11/28/2017	\$323.19	PAYROLL TAXES
ADP	PO Box 842875		Boston	MA	02284-2875		11/29/2017	\$77.24	401K CONTRIBUTION
ADP	PO Box 842875		Boston	MA	02284-2875		11/30/2017	\$880.21	PAYROLL TAXES

Certain payments or transfers to creditors within 90 days before filing this case

Creditor's name	Address 1	Address 2	City	State	Zip	Country	Date	Total amount or value	Reason for payment or transfer (e.g. Secured debt, Unsecured loan repayments, Suppliers or vendors, Services, or Other)
ADP	PO Box 842875		Boston	MA	02284-2875		12/6/2017	\$46.95	PAYROLL TAXES
ADP	PO Box 842875		Boston	MA	02284-2875		12/7/2017	\$1,556.23	GARNISHMENTS
ADP	PO Box 842875		Boston	MA	02284-2875		12/7/2017	\$372,240.13	PAYROLL TAXES
ADP	PO Box 842875		Boston	MA	02284-2875		12/8/2017	\$71.07	PAYROLL TAXES
ADP	PO Box 842875		Boston	MA	02284-2875		12/11/2017	\$12,911.67	401K CONTRIBUTION
ADP	PO Box 842875		Boston	MA	02284-2875		12/11/2017	\$1,330.96	401K LOAN PAYMENTS
ADP	PO Box 842875		Boston	MA	02284-2875		12/12/2017	\$5,343.05	PAYROLL TAXES
ADP	PO Box 842875		Boston	MA	02284-2875		12/13/2017	\$1,187.30	PAYROLL TAXES
ADP	PO Box 842875		Boston	MA	02284-2875		12/15/2017	\$471.01	PAYROLL TAXES
ADP	PO Box 842875		Boston	MA	02284-2875		12/21/2017	\$1,330.15	GARNISHMENTS
ADP	PO Box 842875		Boston	MA	02284-2875		12/21/2017	\$334,430.45	PAYROLL TAXES
ADP	PO Box 842875		Boston	MA	02284-2875		12/26/2017	\$12,703.77	401K CONTRIBUTION
ADP	PO Box 842875		Boston	MA	02284-2875		12/26/2017	\$1,301.00	401K LOAN PAYMENTS
ADP	PO Box 842875		Boston	MA	02284-2875		12/27/2017	\$103,834.14	PAYROLL TAXES
ADP	PO Box 842875		Boston	MA	02284-2875		12/28/2017	\$1,391.83	PAYROLL TAXES
ADP	PO Box 842875		Boston	MA	02284-2875		1/3/2018	\$420.56	PAYROLL TAXES
ADP	PO Box 842875		Boston	MA	02284-2875		1/4/2018	\$1,802.77	GARNISHMENTS
ADP	PO Box 842875		Boston	MA	02284-2875		1/4/2018	\$374,833.34	PAYROLL TAXES
ADP	PO Box 842875		Boston	MA	02284-2875		1/5/2018	\$12,233.22	401K CONTRIBUTION
ADP	PO Box 842875		Boston	MA	02284-2875		1/5/2018	\$1,326.32	401K LOAN PAYMENTS
ADP	PO Box 842875		Boston	MA	02284-2875		1/5/2018	\$71.07	PAYROLL FEES
ADP	PO Box 842875		Boston	MA	02284-2875		1/5/2018	\$421.56	PAYROLL TAXES
ADP, Inc	PO Box 842875		Boston	MA	02284-2875		12/13/2017	\$6,795.89	Suppliers, Vendors, or Services
A-Ellen Inc	807 E 12th St Suite 118		Los Angeles	CA	90021		11/14/2017	\$13,350.00	Suppliers, Vendors, or Services
All About Me	2727 Long Beach Avenue		Los Angeles	CA	90058		10/20/2017	\$16,981.00	Suppliers, Vendors, or Services
Almost Famous	Wells Fargo	PO BOX 842674	Boston	MA	02284-2674		10/13/2017	\$16,287.00	Suppliers, Vendors, or Services
Almost Famous	Wells Fargo	PO BOX 842674	Boston	MA	02284-2674		10/27/2017	\$17,437.50	Suppliers, Vendors, or Services
Almost Famous	Wells Fargo	PO BOX 842674	Boston	MA	02284-2674		11/3/2017	\$14,921.00	Suppliers, Vendors, or Services
Almost Famous	Wells Fargo	PO BOX 842674	Boston	MA	02284-2674		11/7/2017	\$13,125.75	Suppliers, Vendors, or Services
Almost Famous	Wells Fargo	PO BOX 842674	Boston	MA	02284-2674		11/10/2017	\$1,462.50	Suppliers, Vendors, or Services
Alythea	1016 S. Towne Ave #106		Los Angeles	CA	90021		10/20/2017	\$552.00	Suppliers, Vendors, or Services
Alythea	1016 S. Towne Ave #106		Los Angeles	CA	90021		10/27/2017	\$1,995.30	Suppliers, Vendors, or Services
Alythea	1016 S. Towne Ave #106		Los Angeles	CA	90021		10/31/2017	\$5,474.00	Suppliers, Vendors, or Services
Alythea	1016 S. Towne Ave #106		Los Angeles	CA	90021		11/10/2017	\$4,852.25	Suppliers, Vendors, or Services
Alythea	1016 S. Towne Ave #106		Los Angeles	CA	90021		11/14/2017	\$1,460.00	Suppliers, Vendors, or Services
Ambiance Apparel	2415 E. 15th Street		Los Angeles	CA	90021		10/13/2017	\$33,510.60	Suppliers, Vendors, or Services
Ambiance Apparel	2415 E. 15th Street		Los Angeles	CA	90021		10/18/2017	\$43,840.20	Suppliers, Vendors, or Services
Ambiance Apparel	2415 E. 15th Street		Los Angeles	CA	90021		10/20/2017	\$14,097.90	Suppliers, Vendors, or Services
Ambiance Apparel	2415 E. 15th Street		Los Angeles	CA	90021		10/27/2017	\$55,780.20	Suppliers, Vendors, or Services
Ambiance Apparel	2415 E. 15th Street		Los Angeles	CA	90021		10/31/2017	\$19,412.10	Suppliers, Vendors, or Services
Ambiance Apparel	2415 E. 15th Street		Los Angeles	CA	90021		11/3/2017	\$88,066.75	Suppliers, Vendors, or Services
Ambiance Apparel	2415 E. 15th Street		Los Angeles	CA	90021		11/7/2017	\$13,210.80	Suppliers, Vendors, or Services
Ambiance Apparel	2415 E. 15th Street		Los Angeles	CA	90021		11/10/2017	\$34,180.80	Suppliers, Vendors, or Services
Ambiance Apparel	2415 E. 15th Street		Los Angeles	CA	90021		11/14/2017	\$53,877.05	Suppliers, Vendors, or Services
Ambiance Apparel	2415 E. 15th Street		Los Angeles	CA	90021		11/17/2017	\$3,635.25	Suppliers, Vendors, or Services
Ambiance Apparel	2415 E. 15th Street		Los Angeles	CA	90021		11/22/2017	\$21,893.50	Suppliers, Vendors, or Services
American Express	ATTN Express Mail Remittance Processing	1200 W 7th St L2-200	Los Angeles	CA	90017		10/26/2017	\$20,477.39	Suppliers, Vendors, or Services
American Express	ATTN Express Mail Remittance Processing	1200 W 7th St L2-200	Los Angeles	CA	90017		11/9/2017	\$3,152.57	Suppliers, Vendors, or Services
American Express	ATTN Express Mail Remittance Processing	1200 W 7th St L2-200	Los Angeles	CA	90017		12/5/2017	\$892.86	Suppliers, Vendors, or Services
American Express	ATTN Express Mail Remittance Processing	1200 W 7th St L2-200	Los Angeles	CA	90017		12/19/2017	\$1,184.99	Suppliers, Vendors, or Services
American Express	ATTN Express Mail Remittance Processing	1200 W 7th St L2-200	Los Angeles	CA	90017		1/4/2018	\$1,656.77	Suppliers, Vendors, or Services

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In re: A'GACI, L.L.C.  
Case No. 18-50049  
Attachment 3

Certain payments or transfers to creditors within 90 days before filing this case

Creditor's name	Address 1	Address 2	City	State	Zip	Country	Date	Total amount or value	Reason for payment or transfer (e.g. Secured debt, Unsecured loan repayments, Suppliers or vendors, Services, or Other)
ANNAPOLIS MALL	Attn Legal Dept.	2049 Century Park East	Los Angeles	CA	90067		11/13/2017	\$31,136.63	RENT
Ann's Trading Co	4461 S. Santa Fe Ave	41st Fl.	Los Angeles	CA	90058		10/13/2017	\$4,620.00	Suppliers, Vendors, or Services
Ann's Trading Co	4461 S. Santa Fe Ave		Los Angeles	CA	90058		10/20/2017	\$703.50	Suppliers, Vendors, or Services
Ann's Trading Co	4461 S. Santa Fe Ave		Los Angeles	CA	90058		10/27/2017	\$3,796.92	Suppliers, Vendors, or Services
APJ Solutions LLC							11/28/2017	\$14,666.00	Suppliers, Vendors, or Services
APJ Solutions LLC							12/19/2017	\$94.39	Suppliers, Vendors, or Services
APJ Solutions LLC							12/27/2017	\$20,332.00	Suppliers, Vendors, or Services
APJ Solutions LLC							1/3/2018	\$9,344.61	Suppliers, Vendors, or Services
APOLLO APPAREL	1407 Broadway	Suite # 2000	New York	NY	10018		12/23/2017	\$52,108.00	Suppliers, Vendors, or Services
APOLLO APPAREL	1407 Broadway	Suite # 2000	New York	NY	10018		12/30/2017	\$14,960.00	Suppliers, Vendors, or Services
APOLLO APPAREL	1407 Broadway	Suite # 2000	New York	NY	10018		01/04/2018	\$2,736.00	Suppliers, Vendors, or Services
ARIZONA DEPT OF REV	PO Box 29085		Phoenix	AZ	85038-9079		10/20/2017	\$16,510.95	SALES TAX
ARIZONA DEPT OF REV	PO Box 29085		Phoenix	AZ	85038-9079		11/20/2017	\$13,583.55	SALES TAX
ARIZONA DEPT OF REV	PO Box 29085		Phoenix	AZ	85038-9079		11/28/2017	\$60.00	SALES TAX
ARIZONA DEPT OF REV	PO Box 29085		Phoenix	AZ	85038-9079		12/20/2017	\$19,764.75	SALES TAX
Aspire Systems Consulting Pte	60, Paya Lebar Road	#80-43 Paya Lebar Square	Singapore		409051	Singapore	11/2/2017	\$64,130.00	Suppliers, Vendors, or Services
Aspire Systems Consulting Pte	60, Paya Lebar Road	#80-43 Paya Lebar Square	Singapore		409051	Singapore	11/22/2017	\$10,880.00	Suppliers, Vendors, or Services
Aspire Systems Consulting Pte	60, Paya Lebar Road	#80-43 Paya Lebar Square	Singapore		409051	Singapore	11/24/2017	\$18,980.00	Suppliers, Vendors, or Services
Assurant	PO Box 843201		Kansas City	MO	64184		11/2/2017	\$10,038.63	Suppliers, Vendors, or Services
Assurant	PO Box 843201		Kansas City	MO	64184		12/6/2017	\$10,091.19	Suppliers, Vendors, or Services
AT & T Box 5019	P. O. Box 5019		Carol Stream	IL	60197-5019		10/18/2017	\$345.00	Suppliers, Vendors, or Services
AT & T Box 5019	P. O. Box 5019		Carol Stream	IL	60197-5019		10/20/2017	\$122.33	Suppliers, Vendors, or Services
AT & T Box 5019	P. O. Box 5019		Carol Stream	IL	60197-5019		11/2/2017	\$16,506.07	Suppliers, Vendors, or Services
AT & T Box 5019	P. O. Box 5019		Carol Stream	IL	60197-5019		11/8/2017	\$2,614.61	Suppliers, Vendors, or Services
AT & T Box 5019	P. O. Box 5019		Carol Stream	IL	60197-5019		11/9/2017	\$431.75	Suppliers, Vendors, or Services
AT & T Box 5019	P. O. Box 5019		Carol Stream	IL	60197-5019		12/8/2017	\$6,016.02	Suppliers, Vendors, or Services
AT & T Box 5019	P. O. Box 5019		Carol Stream	IL	60197-5019		12/13/2017	\$345.00	Suppliers, Vendors, or Services
AT & T Box 5019	P. O. Box 5019		Carol Stream	IL	60197-5019		12/19/2017	\$200.96	Suppliers, Vendors, or Services
AT & T Box 5019	P. O. Box 5019		Carol Stream	IL	60197-5019		12/27/2017	\$13,213.12	Suppliers, Vendors, or Services
Avenues Mall, LLC	867550 Reliable Parkway		Chicago	IL	60686-0075		11/3/2017	\$42,387.56	Rent
Avenues Mall, LLC	867550 Reliable Parkway		Chicago	IL	60686-0075		12/1/2017	\$42,387.56	Rent
AVERY DENNISON RBIS MENTOR	OH PO Box 608		Dayton	OH	45401		10/24/2017	\$4,643.94	Suppliers, Vendors, or Services
AVERY DENNISON RBIS MENTOR	OH PO Box 608		Dayton	OH	45401		10/31/2017	\$2,714.37	Suppliers, Vendors, or Services
AVERY DENNISON RBIS MENTOR	OH PO Box 608		Dayton	OH	45401		11/03/2017	\$5,492.61	Suppliers, Vendors, or Services
AVERY DENNISON RBIS MENTOR	OH PO Box 608		Dayton	OH	45401		12/02/2017	\$1,818.60	Suppliers, Vendors, or Services
AVERY DENNISON RBIS MENTOR	OH PO Box 608		Dayton	OH	45401		12/16/2017	\$888.06	Suppliers, Vendors, or Services
AWIN Inc	PO Box 845591		Boston	MA	02284-5591		11/8/2017	\$13,406.36	Suppliers, Vendors, or Services
AWIN Inc	PO Box 845591		Boston	MA	02284-5591		11/14/2017	\$27,245.33	Suppliers, Vendors, or Services
AWIN Inc	PO Box 845591		Boston	MA	02284-5591		11/22/2017	\$24,187.94	Suppliers, Vendors, or Services
AWIN Inc	PO Box 845591		Boston	MA	02284-5591		11/28/2017	\$13,406.36	Suppliers, Vendors, or Services
Banjul Inc	C/O General Business Credit	110 E 9th Street, # A-1126	Los Angeles	CA	90079		10/13/2017	\$11,279.50	Suppliers, Vendors, or Services
Banjul Inc	C/O General Business Credit	110 E 9th Street, # A-1126	Los Angeles	CA	90079		10/18/2017	\$29,480.10	Suppliers, Vendors, or Services
Banjul Inc	C/O General Business Credit	110 E 9th Street, # A-1126	Los Angeles	CA	90079		10/20/2017	\$25,416.00	Suppliers, Vendors, or Services
Banjul Inc	C/O General Business Credit	110 E 9th Street, # A-1126	Los Angeles	CA	90079		10/27/2017	\$10,416.00	Suppliers, Vendors, or Services
Banjul Inc	C/O General Business Credit	110 E 9th Street, # A-1126	Los Angeles	CA	90079		10/31/2017	\$20,652.75	Suppliers, Vendors, or Services
Banjul Inc	C/O General Business Credit	110 E 9th Street, # A-1126	Los Angeles	CA	90079		11/3/2017	\$28,529.00	Suppliers, Vendors, or Services

Certain payments or transfers to creditors within 90 days before filing this case

Creditor's name	Address 1	Address 2	City	State	Zip	Country	Date	Total amount or value	Reason for payment or transfer (e.g. Secured debt, Unsecured loan repayments, Suppliers or vendors, Services, or Other)
Banjul Inc	C/O General Business Credit	110 E 9th Street, # A-1126	Los Angeles	CA	90079		11/7/2017	\$4,668.75	Suppliers, Vendors, or Services
Banjul Inc	C/O General Business Credit	110 E 9th Street, # A-1126	Los Angeles	CA	90079		11/14/2017	\$34,272.00	Suppliers, Vendors, or Services
BANK OF AMERICA	100 N. Tryon St.		Charlotte	NC	28202		10/19/2017	\$80,955.63	LOAN PYMT
BANK OF AMERICA	100 N. Tryon St.		Charlotte	NC	28202		11/20/2017	\$80,955.63	LOAN PYMT
BANK OF AMERICA	100 N. Tryon St.		Charlotte	NC	28202		12/19/2017	\$80,955.63	LOAN PYMT
BD COLLECTION							11/06/2017	\$45,747.60	Suppliers, Vendors, or Services
BD COLLECTION							11/20/2017	\$12,642.00	Suppliers, Vendors, or Services
BD COLLECTION							12/13/2017	\$11,284.00	Suppliers, Vendors, or Services
BDO USA LLP	P.O. Box 31001-0860		Pasadena	CA	91110-0860		10/18/2017	\$6,774.00	Suppliers, Vendors, or Services
BDO USA LLP	P.O. Box 31001-0860		Pasadena	CA	91110-0860		11/2/2017	\$10,000.00	Suppliers, Vendors, or Services
BE COOL	Davar US Inc dba Be Cool	1016 S Towne Ave #116	Los Angeles	CA	90021		11/01/2017	\$14,421.00	Suppliers, Vendors, or Services
BE COOL	Davar US Inc dba Be Cool	1016 S Towne Ave #116	Los Angeles	CA	90021		11/07/2017	\$467.95	Suppliers, Vendors, or Services
BE COOL	Davar US Inc dba Be Cool	1016 S Towne Ave #116	Los Angeles	CA	90021		11/18/2017	\$828.00	Suppliers, Vendors, or Services
BEAUTY 21 COSMETICS	2021 South Archibald Ave		Ontario	CA	91761		09/30/2017	\$4,752.00	Suppliers, Vendors, or Services
BEAUTY 21 COSMETICS	2021 South Archibald Ave		Ontario	CA	91761		10/17/2017	\$3,690.00	Suppliers, Vendors, or Services
BEAUTY 21 COSMETICS	2021 South Archibald Ave		Ontario	CA	91761		10/24/2017	\$2,160.00	Suppliers, Vendors, or Services
BEAUTY 21 COSMETICS	2021 South Archibald Ave		Ontario	CA	91761		10/31/2017	\$5,394.00	Suppliers, Vendors, or Services
BEAUTY 21 COSMETICS	2021 South Archibald Ave		Ontario	CA	91761		11/01/2017	\$15,315.50	Suppliers, Vendors, or Services
BEAUTY 21 COSMETICS	2021 South Archibald Ave		Ontario	CA	91761		11/07/2017	\$2,517.50	Suppliers, Vendors, or Services
BEAUTY 21 COSMETICS	2021 South Archibald Ave		Ontario	CA	91761		11/30/2017	\$33,005.50	Suppliers, Vendors, or Services
BERKELEY RESEARCH GROUP	75 State Street 18th Floor, Suite 1805		Boston	MA	02109		11/28/2017	\$50,000.00	Restructuring Professionals
BERKELEY RESEARCH GROUP	75 State Street 18th Floor, Suite 1805		Boston	MA	02109		12/13/2017	\$129,129.13	Restructuring Professionals
BERKELEY RESEARCH GROUP	75 State Street 18th Floor, Suite 1805		Boston	MA	02109		12/20/2017	\$109,568.08	Restructuring Professionals
BERKELEY RESEARCH GROUP	75 State Street 18th Floor, Suite 1805		Boston	MA	02109		12/21/2017	\$57,297.92	Restructuring Professionals
BERKELEY RESEARCH GROUP	75 State Street 18th Floor, Suite 1805		Boston	MA	02109		12/27/2017	\$149,255.46	Restructuring Professionals
BERKELEY RESEARCH GROUP	75 State Street 18th Floor, Suite 1805		Boston	MA	02109		1/4/2018	\$200,000.00	Restructuring Professionals
Best Security Industries, Inc.	755 NW 17th Avenue, Ste. 101		Delray Beach	FL	33445		10/26/2017	\$55,986.90	Suppliers, Vendors, or Services
BETTER BE	1537 E. Adams Blvd		Los Angeles	CA	90011		10/13/2017	\$10,842.00	Suppliers, Vendors, or Services
BETTER BE	1537 E. Adams Blvd		Los Angeles	CA	90011		10/27/2017	\$10,897.60	Suppliers, Vendors, or Services
Better Be	1537 E. Adams Blvd		Los Angeles	CA	90011		11/10/2017	\$1,472.25	Suppliers, Vendors, or Services
BETTER BE	1537 E. Adams Blvd		Los Angeles	CA	90011		11/29/2017	\$936.00	Suppliers, Vendors, or Services
BETTER BE	1537 E. Adams Blvd		Los Angeles	CA	90011		12/07/2017	\$936.00	Suppliers, Vendors, or Services
BETTER BE	1537 E. Adams Blvd		Los Angeles	CA	90011		12/13/2017	\$2,994.00	Suppliers, Vendors, or Services
BG&A,LLC	933 N La Brea, 4th Floor		Los Angeles	CA	90038		10/18/2017	\$10,525.00	Suppliers, Vendors, or Services
BG&A,LLC	933 N La Brea, 4th Floor		Los Angeles	CA	90038		12/13/2017	\$5,000.00	Suppliers, Vendors, or Services
BG&A,LLC	933 N La Brea, 4th Floor		Los Angeles	CA	90038		12/27/2017	\$5,000.00	Suppliers, Vendors, or Services
Blossom Clothing, Inc.	110 E. 9th Street # A 804		Los Angeles	CA	90079		10/27/2017	\$29,759.80	Suppliers, Vendors, or Services
BLU PEPPER BLU PEPPE	1801 E. 50th St		Los Angeles	CA	90058		11/28/2017	\$9,009.00	Suppliers, Vendors, or Services
BLU PEPPER BLU PEPPE	1801 E. 50th St		Los Angeles	CA	90058		12/02/2017	\$5,024.25	Suppliers, Vendors, or Services
BLU PEPPER BLU PEPPE	1801 E. 50th St		Los Angeles	CA	90058		12/14/2017	\$20,951.65	Suppliers, Vendors, or Services
BLUE BLUSH CLOTHING	1015 Crocker St. Unit Q20		Los Angeles	CA	90021		10/01/2017	\$1,497.00	Suppliers, Vendors, or Services
BLUE BLUSH CLOTHING	1015 Crocker St. Unit Q20		Los Angeles	CA	90021		10/28/2017	\$4,201.80	Suppliers, Vendors, or Services
BLUE BLUSH CLOTHING	1015 Crocker St. Unit Q20		Los Angeles	CA	90021		10/29/2017	\$18,955.25	Suppliers, Vendors, or Services
BLUE BLUSH CLOTHING	1015 Crocker St. Unit Q20		Los Angeles	CA	90021		11/05/2017	\$5,700.00	Suppliers, Vendors, or Services
BLUE BLUSH CLOTHING	1015 Crocker St. Unit Q20		Los Angeles	CA	90021		11/08/2017	\$19,647.80	Suppliers, Vendors, or Services
BLUE BLUSH CLOTHING	1015 Crocker St. Unit Q20		Los Angeles	CA	90021		11/11/2017	\$426.00	Suppliers, Vendors, or Services
BLUE BLUSH CLOTHING	1015 Crocker St. Unit Q20		Los Angeles	CA	90021		11/19/2017	\$9,333.00	Suppliers, Vendors, or Services
BLUE BLUSH CLOTHING	1015 Crocker St. Unit Q20		Los Angeles	CA	90021		12/03/2017	\$2,784.00	Suppliers, Vendors, or Services



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Certain payments or transfers to creditors within 90 days before filing this case

Creditor's name	Address 1	Address 2	City	State	Zip	Country	Date	Total amount or value	Reason for payment or transfer (e.g. Secured debt, Unsecured loan repayments, Suppliers or vendors, Services, or Other)
BLUE BLUSH CLOTHING	1015 Crocker St. Unit Q20		Los Angeles	CA	90021		12/16/2017	\$44,243.00	Suppliers, Vendors, or Services
BLUE PLANET INTERNAT							11/09/2017	\$7,537.20	Suppliers, Vendors, or Services
BLUE PLANET INTERNAT							11/29/2017	\$2,550.00	Suppliers, Vendors, or Services
BLUE PLANET INTERNAT							12/06/2017	\$6,780.00	Suppliers, Vendors, or Services
Bluebonnet Electric Cooperative	1916 West San Antonio		Lockhart	TX	78644		10/18/2017	\$2,092.39	Suppliers, Vendors, or Services
Bluebonnet Electric Cooperative	1916 West San Antonio		Lockhart	TX	78644		11/2/2017	\$2,834.18	Suppliers, Vendors, or Services
Bluebonnet Electric Cooperative	1916 West San Antonio		Lockhart	TX	78644		11/28/2017	\$224.71	Suppliers, Vendors, or Services
Bluebonnet Electric Cooperative	1916 West San Antonio		Lockhart	TX	78644		12/27/2017	\$1,559.92	Suppliers, Vendors, or Services
Bluemint	Galaxy Trim, Inc dba Bluemint	1105 Towne Ave., Suite 4	Los Angeles	CA	90021		10/20/2017	\$520.00	Suppliers, Vendors, or Services
Bluemint	Galaxy Trim, Inc dba Bluemint	1105 Towne Ave., Suite 4	Los Angeles	CA	90021		10/27/2017	\$3,198.00	Suppliers, Vendors, or Services
Bluemint	Galaxy Trim, Inc dba Bluemint	1105 Towne Ave., Suite 4	Los Angeles	CA	90021		10/31/2017	\$11,960.00	Suppliers, Vendors, or Services
BPC Henderson LLC	PO Box 72006		Cleveland	OH	44192-0006		11/3/2017	\$28,366.75	Suppliers, Vendors, or Services
Brandon Shopping Centers Partners, Ltd.	PO Box 532615		Atlanta	GA	30353-2615		11/3/2017	\$29,184.25	Rent
Broward Mall LLC	Attn Accts Receivable	c/o Bank of America, File 51066	Los Angeles	CA	90074		11/3/2017	\$27,650.10	Rent
Broward Mall LLC	Attn Accts Receivable	c/o Bank of America, File 51066	Los Angeles	CA	90074		12/1/2017	\$27,650.10	Rent
CA DEPT OF REV	PO BOX 942879		Sacramento	CA	94279-0001		10/25/2017	\$103,755.00	SALES TAX
CA DEPT OF REV	PO BOX 942879		Sacramento	CA	94279-0001		11/21/2017	\$82,781.00	SALES TAX
CA DEPT OF REV	PO BOX 942879		Sacramento	CA	94279-0001		11/29/2017	\$134.77	SALES TAX
CA DEPT OF REV	PO BOX 942879		Sacramento	CA	94279-0001		11/30/2017	\$135.00	SALES TAX
CA DEPT OF REV	PO BOX 942879		Sacramento	CA	94279-0001		12/13/2017	\$1,872.62	SALES TAX
CA DEPT OF REV	PO BOX 942879		Sacramento	CA	94279-0001		12/21/2017	\$107,257.00	SALES TAX
Cape Robbin Inc	C/O Hana Financial	Dept. LA 24406	Pasadena	CA	91185-4406		10/18/2017	\$1,680.00	Suppliers, Vendors, or Services
Cape Robbin Inc	C/O Hana Financial	Dept. LA 24406	Pasadena	CA	91185-4406		10/20/2017	\$1,952.40	Suppliers, Vendors, or Services
Cape Robbin Inc	C/O Hana Financial	Dept. LA 24406	Pasadena	CA	91185-4406		11/3/2017	\$1,099.40	Suppliers, Vendors, or Services
Cape Robbin Inc	C/O Hana Financial	Dept. LA 24406	Pasadena	CA	91185-4406		11/22/2017	\$5,364.00	Suppliers, Vendors, or Services
Carmin	1013 Crocker Street #7		Los Angeles	CA	90021		10/31/2017	\$840.00	Suppliers, Vendors, or Services
Carmin	1013 Crocker Street #7		Los Angeles	CA	90021		11/10/2017	\$16,905.00	Suppliers, Vendors, or Services
Carmin	1013 Crocker Street #7		Los Angeles	CA	90021		11/22/2017	\$10,290.00	Suppliers, Vendors, or Services
CBL SM-Brownsville, LLC	Sunrise Mall, CBL#0608	PO Box 955607	St Louis	MO	63195-5607		12/14/2017	\$48,707.07	Suppliers, Vendors, or Services
CDW Direct Vernon Hi Vernon Hills IL	PO Box 75723		Chicago	IL	60675-5723		10/09/2017	\$13,938.36	Suppliers, Vendors, or Services
CDW Direct Vernon Hi Vernon Hills IL	PO Box 75723		Chicago	IL	60675-5723		10/13/2017	\$26.00	Suppliers, Vendors, or Services
CDW Direct Vernon Hi Vernon Hills IL	PO Box 75723		Chicago	IL	60675-5723		10/16/2017	\$413.62	Suppliers, Vendors, or Services
CDW Direct Vernon Hi Vernon Hills IL	PO Box 75723		Chicago	IL	60675-5723		10/27/2017	\$649.08	Suppliers, Vendors, or Services
CDW Direct Vernon Hi Vernon Hills IL	PO Box 75723		Chicago	IL	60675-5723		10/30/2017	\$1,287.54	Suppliers, Vendors, or Services
CDW Direct Vernon Hi Vernon Hills IL	PO Box 75723		Chicago	IL	60675-5723		11/02/2017	\$1,078.12	Suppliers, Vendors, or Services
CDW Direct Vernon Hi Vernon Hills IL	PO Box 75723		Chicago	IL	60675-5723		11/27/2017	\$16,760.35	Suppliers, Vendors, or Services
CDW Direct Vernon Hi Vernon Hills IL	PO Box 75723		Chicago	IL	60675-5723		11/28/2017	\$59.54	Suppliers, Vendors, or Services
CDW Direct Vernon Hi Vernon Hills IL	PO Box 75723		Chicago	IL	60675-5723		12/08/2017	\$97.46	Suppliers, Vendors, or Services
CDW Direct Vernon Hi Vernon Hills IL	PO Box 75723		Chicago	IL	60675-5723		12/20/2017	\$429.83	Suppliers, Vendors, or Services
Cegid Corporation	2701 Loker Avenue, W, Ste 240		Carlsbad	CA	92010		10/13/2017	\$64,224.24	Suppliers, Vendors, or Services
Celine by Champion	1016 Towne Ave # 111		Los Angeles	CA	90031		10/18/2017	\$627.42	Suppliers, Vendors, or Services
Celine by Champion	1016 Towne Ave # 111		Los Angeles	CA	90031		10/27/2017	\$8,037.00	Suppliers, Vendors, or Services
Celine by Champion	1016 Towne Ave # 111		Los Angeles	CA	90031		11/3/2017	\$5,927.20	Suppliers, Vendors, or Services
CELLO JEANS	1001 Towne Ave., # 103		LOS ANGELES	CA	90021		10/31/2017	\$7,605.00	Suppliers, Vendors, or Services
CELLO JEANS	1001 Towne Ave., # 103		LOS ANGELES	CA	90021		12/15/2017	\$3,657.00	Suppliers, Vendors, or Services
CELLO JEANS	1001 Towne Ave., # 103		LOS ANGELES	CA	90021		12/27/2017	\$27,508.80	Suppliers, Vendors, or Services
CELLO JEANS	1001 Towne Ave., # 103		LOS ANGELES	CA	90021		12/30/2017	\$3,024.00	Suppliers, Vendors, or Services
CHASE BANK							11/1/2017	\$20,520.12	INTEREST PD
CHASE BANK							12/1/2017	\$26,060.30	INTEREST PD
CHASE BANK							1/2/2018	\$32,075.17	INTEREST PD
Cherry Mellow Inc	777 East 12th Street Unit 1-6		Los Angeles	CA	90021		10/20/2017	\$15,432.15	Suppliers, Vendors, or Services

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In re: A'GACI, L.L.C.  
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Certain payments or transfers to creditors within 90 days before filing this case

Creditor's name	Address 1	Address 2	City	State	Zip	Country	Date	Total amount or value	Reason for payment or transfer (e.g. Secured debt, Unsecured loan repayments, Suppliers or vendors, Services, or Other)
Cherry Mellow Inc	777 East 12th Street Unit 1-6		Los Angeles	CA	90021		10/27/2017	\$1,797.00	Suppliers, Vendors, or Services
Cherry Mellow Inc	777 East 12th Street Unit 1-6		Los Angeles	CA	90021		11/10/2017	\$33,996.75	Suppliers, Vendors, or Services
Cherry Mellow Inc	777 East 12th Street Unit 1-6		Los Angeles	CA	90021		11/14/2017	\$28,672.50	Suppliers, Vendors, or Services
Chocolate Jewellery.com	10W 33RD STREET #230		New York	NY	10001		10/13/2017	\$3,384.00	Suppliers, Vendors, or Services
Chocolate Jewellery.com	10W 33RD STREET #230		New York	NY	10001		10/20/2017	\$1,630.80	Suppliers, Vendors, or Services
Chocolate Jewellery.com	10W 33RD STREET #230		New York	NY	10001		10/27/2017	\$805.50	Suppliers, Vendors, or Services
Chocolate Jewellery.com	10W 33RD STREET #230		New York	NY	10001		10/31/2017	\$2,960.25	Suppliers, Vendors, or Services
Chocolate Jewellery.com	10W 33RD STREET #230		New York	NY	10001		11/3/2017	\$2,705.70	Suppliers, Vendors, or Services
Chocolate Jewellery.com	10W 33RD STREET #230		New York	NY	10001		11/7/2017	\$1,329.60	Suppliers, Vendors, or Services
Chocolate Jewellery.com	10W 33RD STREET #230		New York	NY	10001		11/10/2017	\$446.40	Suppliers, Vendors, or Services
Chocolate U.S.A.	732 E. 10th Street	STE 106	Los Angeles	CA	90021		10/13/2017	\$4,027.50	Suppliers, Vendors, or Services
Chocolate U.S.A.	732 E. 10th Street	STE 106	Los Angeles	CA	90021		10/18/2017	\$7,526.40	Suppliers, Vendors, or Services
Chocolate U.S.A.	732 E. 10th Street	STE 106	Los Angeles	CA	90021		10/27/2017	\$2,499.00	Suppliers, Vendors, or Services
Chocolate U.S.A.	732 E. 10th Street	STE 106	Los Angeles	CA	90021		10/31/2017	\$696.00	Suppliers, Vendors, or Services
Chocolate U.S.A.	732 E. 10th Street	STE 106	Los Angeles	CA	90021		11/3/2017	\$19,108.00	Suppliers, Vendors, or Services
Chocolate U.S.A.	732 E. 10th Street	STE 106	Los Angeles	CA	90021		11/7/2017	\$30,491.15	Suppliers, Vendors, or Services
Chocolate U.S.A.	732 E. 10th Street	STE 106	Los Angeles	CA	90021		11/10/2017	\$10,647.90	Suppliers, Vendors, or Services
Chocolate U.S.A.	732 E. 10th Street	STE 106	Los Angeles	CA	90021		11/14/2017	\$55,785.10	Suppliers, Vendors, or Services
Chocolate U.S.A.	732 E. 10th Street	STE 106	Los Angeles	CA	90021		11/22/2017	\$12,393.00	Suppliers, Vendors, or Services
Chocolate U.S.A.	732 E. 10th Street	STE 106	Los Angeles	CA	90021		12/15/2017	\$47,889.85	Suppliers, Vendors, or Services
Chocolate U.S.A.	732 E. 10th Street	STE 106	Los Angeles	CA	90021		1/5/2018	\$3,999.00	Suppliers, Vendors, or Services
Chocolate U.S.A.	732 E. 10th Street	STE 106	Los Angeles	CA	90021		1/8/2018	\$20,581.75	Suppliers, Vendors, or Services
CHOCOLATE USA	732 E. 10th Street	STE 106	Los Angeles	CA	90021		1/5/2018	\$3,999.00	Suppliers, Vendors, or Services
CHOCOLATE USA	732 E. 10th Street	STE 106	Los Angeles	CA	90021		1/8/2018	\$20,581.75	Suppliers, Vendors, or Services
CI SONO BY CAVALINI	1536 S. Alameda St		Los Angeles	CA	90021		10/16/2017	\$71,773.45	Suppliers, Vendors, or Services
CI SONO BY CAVALINI	1536 S. Alameda St		Los Angeles	CA	90021		10/18/2017	\$47,975.25	Suppliers, Vendors, or Services
CI SONO BY CAVALINI	1536 S. Alameda St		Los Angeles	CA	90021		11/01/2017	\$29,075.60	Suppliers, Vendors, or Services
CI SONO BY CAVALINI	1536 S. Alameda St		Los Angeles	CA	90021		11/08/2017	\$62,217.05	Suppliers, Vendors, or Services
CI SONO BY CAVALINI	1536 S. Alameda St		Los Angeles	CA	90021		11/10/2017	\$23,664.00	Suppliers, Vendors, or Services
CI SONO BY CAVALINI	1536 S. Alameda St		Los Angeles	CA	90021		11/14/2017	\$54,699.40	Suppliers, Vendors, or Services
CI SONO BY CAVALINI	1536 S. Alameda St		Los Angeles	CA	90021		11/20/2017	\$21,752.85	Suppliers, Vendors, or Services
CI SONO BY CAVALINI	1536 S. Alameda St		Los Angeles	CA	90021		11/21/2017	\$61,808.45	Suppliers, Vendors, or Services
CI SONO BY CAVALINI	1536 S. Alameda St		Los Angeles	CA	90021		11/29/2017	\$7,068.00	Suppliers, Vendors, or Services
CI SONO BY CAVALINI	1536 S. Alameda St		Los Angeles	CA	90021		12/04/2017	\$13,404.00	Suppliers, Vendors, or Services
CI SONO BY CAVALINI	1536 S. Alameda St		Los Angeles	CA	90021		12/07/2017	\$11,475.00	Suppliers, Vendors, or Services
CI SONO BY CAVALINI	1536 S. Alameda St		Los Angeles	CA	90021		12/20/2017	\$9,273.00	Suppliers, Vendors, or Services
CI SONO BY CAVALINI	1536 S. Alameda St		Los Angeles	CA	90021		12/21/2017	\$3,096.00	Suppliers, Vendors, or Services
CI SONO BY CAVALINI	1536 S. Alameda St		Los Angeles	CA	90021		12/22/2017	\$1,188.00	Suppliers, Vendors, or Services
Citi Bank	ATTNExpress Mail Remit Process	6716 Grade Lane Bldg 9, Ste 910	Louisville	KY	40213		10/26/2017	\$1,063.51	Suppliers, Vendors, or Services
Citi Bank	ATTNExpress Mail Remit Process	6716 Grade Lane Bldg 9, Ste 910	Louisville	KY	40213		11/28/2017	\$5,595.54	Suppliers, Vendors, or Services
Citi Bank	ATTNExpress Mail Remit Process	6716 Grade Lane Bldg 9, Ste 910	Louisville	KY	40213		1/2/2018	\$3,229.17	Suppliers, Vendors, or Services
Citrus Park Mall Owner LLC	PO Box 532627		Atlanta	GA	30353-2627		11/3/2017	\$30,322.58	Rent
City Logistics & Transportation Inc	PO Box 894833		Los Angeles	CA	90189		11/8/2017	\$34,672.82	Suppliers, Vendors, or Services
City Logistics & Transportation Inc	PO Box 894833		Los Angeles	CA	90189		11/28/2017	\$67,327.50	Suppliers, Vendors, or Services
City Logistics & Transportation Inc	PO Box 894833		Los Angeles	CA	90189		12/6/2017	\$10,965.55	Suppliers, Vendors, or Services
City Logistics & Transportation Inc	PO Box 894833		Los Angeles	CA	90189		12/13/2017	\$19,775.03	Suppliers, Vendors, or Services
City Logistics & Transportation Inc	PO Box 894833		Los Angeles	CA	90189		12/19/2017	\$11,440.39	Suppliers, Vendors, or Services
City Logistics & Transportation Inc	PO Box 894833		Los Angeles	CA	90189		12/27/2017	\$33,267.99	Suppliers, Vendors, or Services
City Public Service	P.O. Box 2678		San Antonio	TX	78289-0001		10/20/2017	\$11,679.95	Suppliers, Vendors, or Services
City Public Service	P.O. Box 2678		San Antonio	TX	78289-0001		11/14/2017	\$3,406.99	Suppliers, Vendors, or Services
City Public Service	P.O. Box 2678		San Antonio	TX	78289-0001		12/8/2017	\$9,442.38	Suppliers, Vendors, or Services
City Public Service	P.O. Box 2678		San Antonio	TX	78289-0001		12/13/2017	\$1,554.13	Suppliers, Vendors, or Services
City Public Service	P.O. Box 2678		San Antonio	TX	78289-0001		12/19/2017	\$5,522.65	Suppliers, Vendors, or Services

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Certain payments or transfers to creditors within 90 days before filing this case

Creditor's name	Address 1	Address 2	City	State	Zip	Country	Date	Total amount or value	Reason for payment or transfer (e.g. Secured debt, Unsecured loan repayments, Suppliers or vendors, Services, or Other)
ComEd	P. O. Box 6111		Carol Stream	IL	60197-6111		10/18/2017	\$2,208.11	Suppliers, Vendors, or Services
ComEd	P. O. Box 6111		Carol Stream	IL	60197-6111		10/20/2017	\$1,185.41	Suppliers, Vendors, or Services
ComEd	P. O. Box 6111		Carol Stream	IL	60197-6111		11/9/2017	\$790.19	Suppliers, Vendors, or Services
ComEd	P. O. Box 6111		Carol Stream	IL	60197-6111		11/14/2017	\$3,320.43	Suppliers, Vendors, or Services
ComEd	P. O. Box 6111		Carol Stream	IL	60197-6111		12/19/2017	\$3,766.93	Suppliers, Vendors, or Services
CoolSprings Mall, LLC	PO Box 74906		Cleveland	OH	44194-4906		11/3/2017	\$37,155.42	Rent
CoolSprings Mall, LLC	PO Box 74906		Cleveland	OH	44194-4906		12/1/2017	\$37,155.42	Rent
Co-Pack, Inc.	150 W. Carob Street		Compton	CA	90220		11/8/2017	\$15,803.49	Suppliers, Vendors, or Services
Co-Pack, Inc.	150 W. Carob Street		Compton	CA	90220		12/27/2017	\$36,075.00	Suppliers, Vendors, or Services
Co-Pack, Inc.	150 W. Carob Street		Compton	CA	90220		1/5/2018	\$5,307.57	Suppliers, Vendors, or Services
Coral-CS Ltd Associates	867520 Reliable Parkway		Chicago	IL	60686-0075		11/3/2017	\$29,754.87	Rent
Coral-CS Ltd Associates	867520 Reliable Parkway		Chicago	IL	60686-0075		12/1/2017	\$29,754.87	Rent
Coyote Logistics LLC	PO Box 742636		Atlanta	GA	30374		11/28/2017	\$8,898.25	Suppliers, Vendors, or Services
Coyote Logistics LLC	PO Box 742636		Atlanta	GA	30374		12/6/2017	\$6,650.00	Suppliers, Vendors, or Services
Coyote Logistics LLC	PO Box 742636		Atlanta	GA	30374		12/13/2017	\$2,250.00	Suppliers, Vendors, or Services
CPI ONE POINT							09/30/2017	\$7,448.67	Suppliers, Vendors, or Services
CPI ONE POINT							10/20/2017	\$21,529.34	Suppliers, Vendors, or Services
CPI ONE POINT							11/07/2017	\$32,570.20	Suppliers, Vendors, or Services
CPI ONE POINT							11/30/2017	\$13,051.45	Suppliers, Vendors, or Services
CPI ONE POINT							12/20/2017	\$19,736.57	Suppliers, Vendors, or Services
CPI ONE POINT							12/30/2017	\$7,749.60	Suppliers, Vendors, or Services
CS Inc dba Chesterline	9900 Bell Ranch Dr #105		Santa Fe Springs	CA	90670		10/20/2017	\$4,002.00	Suppliers, Vendors, or Services
CS Inc dba Chesterline	9900 Bell Ranch Dr #105		Santa Fe Springs	CA	90670		10/27/2017	\$3,497.80	Suppliers, Vendors, or Services
CS Inc dba Chesterline	9900 Bell Ranch Dr #105		Santa Fe Springs	CA	90670		10/31/2017	\$1,140.00	Suppliers, Vendors, or Services
Cyrus JM Corp	29 West 30th Street, 4th Floor		New York	NY	10001		10/13/2017	\$1,080.00	Suppliers, Vendors, or Services
Cyrus JM Corp	29 West 30th Street, 4th Floor		New York	NY	10001		10/20/2017	\$540.00	Suppliers, Vendors, or Services
Cyrus JM Corp	29 West 30th Street, 4th Floor		New York	NY	10001		11/3/2017	\$4,333.96	Suppliers, Vendors, or Services
Cyrus JM Corp	29 West 30th Street, 4th Floor		New York	NY	10001		11/7/2017	\$728.00	Suppliers, Vendors, or Services
Cyrus JM Corp	29 West 30th Street, 4th Floor		New York	NY	10001		11/14/2017	\$2,069.98	Suppliers, Vendors, or Services
Dahill Industries	P.O. Box 205354		Dallas	TX	75320-5354		10/26/2017	\$3,185.80	Suppliers, Vendors, or Services
Dahill Industries	P.O. Box 205354		Dallas	TX	75320-5354		11/8/2017	\$3,161.93	Suppliers, Vendors, or Services
Dahill Industries	P.O. Box 205354		Dallas	TX	75320-5354		11/14/2017	\$64.32	Suppliers, Vendors, or Services
Dahill Industries	P.O. Box 205354		Dallas	TX	75320-5354		11/28/2017	\$3,185.80	Suppliers, Vendors, or Services
Dahill Industries	P.O. Box 205354		Dallas	TX	75320-5354		12/6/2017	\$267.36	Suppliers, Vendors, or Services
Dahill Industries	P.O. Box 205354		Dallas	TX	75320-5354		12/13/2017	\$3,559.27	Suppliers, Vendors, or Services
Dahill Industries	P.O. Box 205354		Dallas	TX	75320-5354		1/2/2018	\$3,737.25	Suppliers, Vendors, or Services
David & Young Group Corp	903 Castle Rd		Secaucus	NJ	07094		10/13/2017	\$8,536.82	Suppliers, Vendors, or Services
David & Young Group Corp	903 Castle Rd		Secaucus	NJ	07094		10/27/2017	\$8,625.80	Suppliers, Vendors, or Services
David & Young Group Corp	903 Castle Rd		Secaucus	NJ	07094		10/31/2017	\$1,487.20	Suppliers, Vendors, or Services
David & Young Group Corp	903 Castle Rd		Secaucus	NJ	07094		11/7/2017	\$10,376.28	Suppliers, Vendors, or Services
David & Young Group Corp	903 Castle Rd		Secaucus	NJ	07094		11/10/2017	\$366.00	Suppliers, Vendors, or Services
David & Young Group Corp	903 Castle Rd		Secaucus	NJ	07094		11/17/2017	\$10,563.50	Suppliers, Vendors, or Services
Day G	c/o Prime Business Credit, Inc	PO Box 741084	Los Angeles	CA	90074-1084		10/13/2017	\$56,401.00	Suppliers, Vendors, or Services
Day G	c/o Prime Business Credit, Inc	PO Box 741084	Los Angeles	CA	90074-1084		10/18/2017	\$6,004.00	Suppliers, Vendors, or Services
Day G	c/o Prime Business Credit, Inc	PO Box 741084	Los Angeles	CA	90074-1084		10/27/2017	\$111,757.00	Suppliers, Vendors, or Services
Day G	c/o Prime Business Credit, Inc	PO Box 741084	Los Angeles	CA	90074-1084		10/31/2017	\$17,839.60	Suppliers, Vendors, or Services
Day G	c/o Prime Business Credit, Inc	PO Box 741084	Los Angeles	CA	90074-1084		11/3/2017	\$74,234.60	Suppliers, Vendors, or Services
Day G	c/o Prime Business Credit, Inc	PO Box 741084	Los Angeles	CA	90074-1084		11/7/2017	\$434.00	Suppliers, Vendors, or Services
Day G	c/o Prime Business Credit, Inc	PO Box 741084	Los Angeles	CA	90074-1084		11/10/2017	\$604.80	Suppliers, Vendors, or Services
Day G	c/o Prime Business Credit, Inc	PO Box 741084	Los Angeles	CA	90074-1084		11/14/2017	\$50,930.75	Suppliers, Vendors, or Services
DAY G	c/o Prime Business Credit, Inc	PO Box 741084	Los Angeles	CA	90074-1084		1/8/2018	\$4,080.00	Suppliers, Vendors, or Services
DAY G WAREHOUSE	c/o Prime Business Credit, Inc	PO Box 741084	Los Angeles	CA	90074-1084		12/02/2017	\$49,234.50	Suppliers, Vendors, or Services
DAY G WAREHOUSE	c/o Prime Business Credit, Inc	PO Box 741084	Los Angeles	CA	90074-1084		12/05/2017	\$49,213.25	Suppliers, Vendors, or Services
DAY G WAREHOUSE	c/o Prime Business Credit, Inc	PO Box 741084	Los Angeles	CA	90074-1084		12/06/2017	\$34,476.00	Suppliers, Vendors, or Services
DAY G WAREHOUSE	c/o Prime Business Credit, Inc	PO Box 741084	Los Angeles	CA	90074-1084		12/07/2017	\$44,453.00	Suppliers, Vendors, or Services
DAY G WAREHOUSE	c/o Prime Business Credit, Inc	PO Box 741084	Los Angeles	CA	90074-1084		12/15/2017	\$24,823.50	Suppliers, Vendors, or Services

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Certain payments or transfers to creditors within 90 days before filing this case

Creditor's name	Address 1	Address 2	City	State	Zip	Country	Date	Total amount or value	Reason for payment or transfer (e.g. Secured debt, Unsecured loan repayments, Suppliers or vendors, Services, or Other)
DAY G WAREHOUSE	c/o Prime Business Credit, Inc	PO Box 741084	Los Angeles	CA	90074-1084		12/22/2017	\$49,716.25	Suppliers, Vendors, or Services
DAY G WAREHOUSE	c/o Prime Business Credit, Inc	PO Box 741084	Los Angeles	CA	90074-1084		12/23/2017	\$46,479.75	Suppliers, Vendors, or Services
DAY G WAREHOUSE	c/o Prime Business Credit, Inc	PO Box 741084	Los Angeles	CA	90074-1084		01/03/2018	\$6,872.25	Suppliers, Vendors, or Services
De Novo Imports Inc.	51 Harts Way, 2nd Floor		Secaucus	NJ	07094		10/13/2017	\$172.90	Suppliers, Vendors, or Services
De Novo Imports Inc.	51 Harts Way, 2nd Floor		Secaucus	NJ	07094		10/18/2017	\$19,793.30	Suppliers, Vendors, or Services
De Novo Imports Inc.	51 Harts Way, 2nd Floor		Secaucus	NJ	07094		10/20/2017	\$7,686.00	Suppliers, Vendors, or Services
De Novo Imports Inc.	51 Harts Way, 2nd Floor		Secaucus	NJ	07094		10/27/2017	\$800.80	Suppliers, Vendors, or Services
De Novo Imports Inc.	51 Harts Way, 2nd Floor		Secaucus	NJ	07094		11/3/2017	\$200.00	Suppliers, Vendors, or Services
De Novo Imports Inc.	51 Harts Way, 2nd Floor		Secaucus	NJ	07094		11/7/2017	\$1,393.60	Suppliers, Vendors, or Services
De Novo Imports Inc.	51 Harts Way, 2nd Floor		Secaucus	NJ	07094		11/17/2017	\$35,692.69	Suppliers, Vendors, or Services
De Novo Imports Inc.	51 Harts Way, 2nd Floor		Secaucus	NJ	07094		11/22/2017	\$1,427.50	Suppliers, Vendors, or Services
De Novo Imports Inc.	51 Harts Way, 2nd Floor		Secaucus	NJ	07094		12/1/2017	\$15,697.60	Suppliers, Vendors, or Services
DEBUT	c/o Prime Business Credit Inc	PO Box 741084	Los Angeles	CA	90074-1084		10/20/2017	\$1,128.00	Suppliers, Vendors, or Services
DEBUT	c/o Prime Business Credit Inc	PO Box 741084	Los Angeles	CA	90074-1084		10/28/2017	\$36,795.00	Suppliers, Vendors, or Services
Debut	c/o Prime Business Credit Inc	PO Box 741084	Los Angeles	CA	90074-1084		11/10/2017	\$1,128.00	Suppliers, Vendors, or Services
Debut	c/o Prime Business Credit Inc	PO Box 741084	Los Angeles	CA	90074-1084		11/14/2017	\$320.00	Suppliers, Vendors, or Services
DEBUT	c/o Prime Business Credit Inc	PO Box 741084	Los Angeles	CA	90074-1084		12/01/2017	\$577.50	Suppliers, Vendors, or Services
DEBUT	c/o Prime Business Credit Inc	PO Box 741084	Los Angeles	CA	90074-1084		12/09/2017	\$1,421.00	Suppliers, Vendors, or Services
Deerbrook Mall, LLC	SDS-12-3048	PO Box 86	Minneapolis	MN	55486-3048		11/13/2017	\$30,004.00	Rent
Deerbrook Mall, LLC	SDS-12-3048	PO Box 86	Minneapolis	MN	55486-3048		12/6/2017	\$30,004.00	Rent
Del Amo Fashion Center Op Company, LLC	PO Box 409657		Atlanta	GA	30384-9657		11/3/2017	\$42,012.62	Rent
Del Amo Fashion Center Op Company, LLC	PO Box 409657		Atlanta	GA	30384-9657		12/1/2017	\$42,012.62	Rent
Dell Financial Services	PAYMENT PROCESSING CTR.	P.O. Box 5292	Carol Stream	IL	60197-5292		11/2/2017	\$4,043.99	Suppliers, Vendors, or Services
Dell Financial Services	PAYMENT PROCESSING CTR.	P.O. Box 5292	Carol Stream	IL	60197-5292		12/13/2017	\$8,087.98	Suppliers, Vendors, or Services
DEPT DE HACIENDA	Edificio Intendente Ramirez	10 Paseo Covadonga	San Juan	PR	00901		10/11/2017	\$517.50	SALES TAX
DEPT DE HACIENDA	Edificio Intendente Ramirez	10 Paseo Covadonga	San Juan	PR	00901		10/19/2017	\$3,517.18	SALES TAX
DEPT DE HACIENDA	Edificio Intendente Ramirez	10 Paseo Covadonga	San Juan	PR	00901		10/24/2017	\$47,200.53	SALES TAX
DEPT DE HACIENDA	Edificio Intendente Ramirez	10 Paseo Covadonga	San Juan	PR	00901		11/16/2017	\$23,769.47	SALES TAX
DEPT DE HACIENDA	Edificio Intendente Ramirez	10 Paseo Covadonga	San Juan	PR	00901		11/17/2017	\$1,138.50	SALES TAX
DEPT DE HACIENDA	Edificio Intendente Ramirez	10 Paseo Covadonga	San Juan	PR	00901		11/20/2017	\$1,959.71	SALES TAX
DEPT DE HACIENDA	Edificio Intendente Ramirez	10 Paseo Covadonga	San Juan	PR	00901		11/22/2017	\$33,469.91	SALES TAX
DEPT DE HACIENDA	Edificio Intendente Ramirez	10 Paseo Covadonga	San Juan	PR	00901		12/12/2017	\$5,077.52	SALES TAX
DEPT DE HACIENDA	Edificio Intendente Ramirez	10 Paseo Covadonga	San Juan	PR	00901		12/18/2017	\$54,000.00	SALES TAX
DEPT DE HACIENDA	Edificio Intendente Ramirez	10 Paseo Covadonga	San Juan	PR	00901		12/20/2017	\$5,958.39	SALES TAX
DEPT DE HACIENDA	Edificio Intendente Ramirez	10 Paseo Covadonga	San Juan	PR	00901		12/22/2017	\$65,770.50	SALES TAX
DEPT DE HACIENDA	Edificio Intendente Ramirez	10 Paseo Covadonga	San Juan	PR	00901		1/2/2018	\$63,000.00	SALES TAX
DMA	P.O. Box 1627		Indianapolis	IN	46206-1627		11/6/2017	\$4,333.45	TAXES
DMA	P.O. Box 1627		Indianapolis	IN	46206-1627		11/24/2017	\$16,736.96	TAXES
DMA	P.O. Box 1627		Indianapolis	IN	46206-1627		12/11/2017	\$3,005.93	TAXES
DMA	P.O. Box 1627		Indianapolis	IN	46206-1627		1/3/2018	\$397,884.39	TAXES
DND Fashion Inc	DND Fashion Inc dba Anna Shoes	18521 Railroad St	City of Industry	CA	91748		10/13/2017	\$207.00	Suppliers, Vendors, or Services
DND Fashion Inc	DND Fashion Inc dba Anna Shoes	18521 Railroad St	City of Industry	CA	91748		10/27/2017	\$4,077.60	Suppliers, Vendors, or Services
DND Fashion Inc	DND Fashion Inc dba Anna Shoes	18521 Railroad St	City of Industry	CA	91748		11/3/2017	\$465.60	Suppliers, Vendors, or Services
DND Fashion Inc	DND Fashion Inc dba Anna Shoes	18521 Railroad St	City of Industry	CA	91748		11/10/2017	\$31,720.10	Suppliers, Vendors, or Services
DND Fashion Inc	DND Fashion Inc dba Anna Shoes	18521 Railroad St	City of Industry	CA	91748		11/17/2017	\$1,843.00	Suppliers, Vendors, or Services
Do & Be Clothing Inc	1016 South Towne Ave	STE # 101	Los Angeles	CA	90021		10/18/2017	\$7,295.75	Suppliers, Vendors, or Services
DO + BE COLLECTION	1016 South Towne Ave	STE # 101	Los Angeles	CA	90021		10/11/2017	\$19,731.25	Suppliers, Vendors, or Services
DO+BE COLLECTION	1016 South Towne Ave	STE # 101	Los Angeles	CA	90021		11/21/2017	\$22,986.40	Suppliers, Vendors, or Services
DO+BE COLLECTION	1016 South Towne Ave	STE # 101	Los Angeles	CA	90021		12/19/2017	\$2,422.75	Suppliers, Vendors, or Services
Dolphin Mall Associates, LLC	Department 189501	PO Box 67000	Detroit	MI	48267-1895		11/3/2017	\$100,930.29	Rent
Dolphin Mall Associates, LLC	Department 189501	PO Box 67000	Detroit	MI	48267-1895		12/1/2017	\$100,930.29	Rent
Donald R. Borg Construction Co	930 Morse Ave		Schaumburg	IL	60193		10/12/2017	\$61,017.85	Suppliers, Vendors, or Services
Double Zero	1015 S. Crocker St. #Q-28		Los Angeles	CA	90021		10/18/2017	\$405.00	Suppliers, Vendors, or Services
Double Zero	1015 S. Crocker St. #Q-28		Los Angeles	CA	90021		11/7/2017	\$35,874.25	Suppliers, Vendors, or Services
Douglas Christopher Love Construction, Inc	18351 Beach Blvd., Suite H		Huntington Beach	CA	92648		10/18/2017	\$4,559.90	Suppliers, Vendors, or Services
Douglas Christopher Love Construction, Inc	18351 Beach Blvd., Suite H		Huntington Beach	CA	92648		11/14/2017	\$5,692.37	Suppliers, Vendors, or Services

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Certain payments or transfers to creditors within 90 days before filing this case

Creditor's name	Address 1	Address 2	City	State	Zip	Country	Date	Total amount or value	Reason for payment or transfer (e.g. Secured debt, Unsecured loan repayments, Suppliers or vendors, Services, or Other)
Douglas Christopher Love Construction, Inc	18351 Beach Blvd., Suite H		Huntington Beach	CA	92648		11/22/2017	\$300.00	Suppliers, Vendors, or Services
Douglas Christopher Love Construction, Inc	18351 Beach Blvd., Suite H		Huntington Beach	CA	92648		12/6/2017	\$830.00	Suppliers, Vendors, or Services
DUELLE FASHION	717 Stanford Ave		Los Angeles	CA	90021		11/06/2017	\$10,387.80	Suppliers, Vendors, or Services
DUELLE FASHION	717 Stanford Ave		Los Angeles	CA	90021		11/16/2017	\$7,296.00	Suppliers, Vendors, or Services
DUELLE FASHION	717 Stanford Ave		Los Angeles	CA	90021		11/21/2017	\$5,200.00	Suppliers, Vendors, or Services
EAST LION CORPORATIO	18525 Railroad Street		City of Industry	CA	91748		10/10/2017	\$10,090.08	Suppliers, Vendors, or Services
EAST LION CORPORATIO	18525 Railroad Street		City of Industry	CA	91748		10/13/2017	\$14,866.68	Suppliers, Vendors, or Services
EAST LION CORPORATIO	18525 Railroad Street		City of Industry	CA	91748		11/09/2017	\$2,138.40	Suppliers, Vendors, or Services
EAST LION CORPORATIO	18525 Railroad Street		City of Industry	CA	91748		11/23/2017	\$11,835.48	Suppliers, Vendors, or Services
EAST LION CORPORATIO	18525 Railroad Street		City of Industry	CA	91748		11/28/2017	\$2,158.92	Suppliers, Vendors, or Services
EAST LION CORPORATIO	18525 Railroad Street		City of Industry	CA	91748		11/29/2017	\$3,965.76	Suppliers, Vendors, or Services
EAST LION CORPORATIO	18525 Railroad Street		City of Industry	CA	91748		12/01/2017	\$39,894.36	Suppliers, Vendors, or Services
EAST LION CORPORATIO	18525 Railroad Street		City of Industry	CA	91748		12/02/2017	\$23,950.08	Suppliers, Vendors, or Services
EAST LION CORPORATIO	18525 Railroad Street		City of Industry	CA	91748		12/06/2017	\$13,407.84	Suppliers, Vendors, or Services
EAST LION CORPORATIO	18525 Railroad Street		City of Industry	CA	91748		12/07/2017	\$17,664.00	Suppliers, Vendors, or Services
EAST LION CORPORATIO	18525 Railroad Street		City of Industry	CA	91748		12/09/2017	\$7,033.92	Suppliers, Vendors, or Services
EAST LION CORPORATIO	18525 Railroad Street		City of Industry	CA	91748		12/13/2017	\$1,419.60	Suppliers, Vendors, or Services
EAST LION CORPORATIO	18525 Railroad Street		City of Industry	CA	91748		12/20/2017	\$1,146.96	Suppliers, Vendors, or Services
EAST LION CORPORATIO	18525 Railroad Street		City of Industry	CA	91748		12/22/2017	\$12,458.31	Suppliers, Vendors, or Services
EAST LION CORPORATIO	18525 Railroad Street		City of Industry	CA	91748		01/03/2018	\$8,436.50	Suppliers, Vendors, or Services
EAST LION CORPORATIO	18525 Railroad Street		City of Industry	CA	91748		01/05/2018	\$16,909.20	Suppliers, Vendors, or Services
EklecCo NewCo LLC	M&T Bank	PO Box 8000, Dept. #535	Buffalo	NY	14267		11/3/2017	\$25,518.11	Rent
EklecCo NewCo LLC	M&T Bank	PO Box 8000, Dept. #535	Buffalo	NY	14267		12/1/2017	\$25,518.11	Rent
Elad Import Inc.dba Daniel Jeans	Elad Import, Inc.dba Daniel Jeans	788 E 12th Street	Los Angeles	CA	90021		10/20/2017	\$350.00	Suppliers, Vendors, or Services
Elad Import Inc.dba Daniel Jeans	Elad Import, Inc.dba Daniel Jeans	788 E 12th Street	Los Angeles	CA	90021		10/27/2017	\$18,676.80	Suppliers, Vendors, or Services
Elad Import Inc.dba Daniel Jeans	Elad Import, Inc.dba Daniel Jeans	788 E 12th Street	Los Angeles	CA	90021		11/3/2017	\$784.00	Suppliers, Vendors, or Services
Elad Import Inc.dba Daniel Jeans	Elad Import, Inc.dba Daniel Jeans	788 E 12th Street	Los Angeles	CA	90021		11/10/2017	\$15,704.80	Suppliers, Vendors, or Services
Elad Import Inc.dba Daniel Jeans	Elad Import, Inc.dba Daniel Jeans	788 E 12th Street	Los Angeles	CA	90021		11/14/2017	\$12,138.00	Suppliers, Vendors, or Services
Elegance Enterprise Corp	18217 RailRoad Street		City of Industry	CA	91748		10/13/2017	\$4,860.00	Suppliers, Vendors, or Services
Elegance Enterprise Corp	18217 RailRoad Street		City of Industry	CA	91748		10/18/2017	\$26,400.00	Suppliers, Vendors, or Services
Elegance Enterprise Corp	18217 RailRoad Street		City of Industry	CA	91748		10/20/2017	\$86,689.55	Suppliers, Vendors, or Services
Elegance Enterprise Corp	18217 RailRoad Street		City of Industry	CA	91748		10/31/2017	\$25,820.00	Suppliers, Vendors, or Services
Elegance Enterprise Corp	18217 RailRoad Street		City of Industry	CA	91748		11/3/2017	\$32,393.10	Suppliers, Vendors, or Services
Elegance Enterprise Corp	18217 RailRoad Street		City of Industry	CA	91748		11/7/2017	\$20,520.00	Suppliers, Vendors, or Services
Elegance Enterprise Corp	18217 RailRoad Street		City of Industry	CA	91748		11/10/2017	\$1,044.00	Suppliers, Vendors, or Services
Elegance Enterprise Corp	18217 RailRoad Street		City of Industry	CA	91748		11/14/2017	\$63,420.75	Suppliers, Vendors, or Services
Elegance Enterprise Corp	18217 RailRoad Street		City of Industry	CA	91748		11/22/2017	\$30,712.50	Suppliers, Vendors, or Services
Elegant Footwear	Hana Financial, Inc	Dept LA 24406	Pasadena	CA	91185		11/17/2017	\$6,632.25	Suppliers, Vendors, or Services
Elegant Footwear	Hana Financial, Inc	Dept LA 24406	Pasadena	CA	91185		11/22/2017	\$10,258.85	Suppliers, Vendors, or Services
Elite Model	345 North Maple Dr. #397		Beverly Hills	CA	90210		11/28/2017	\$7,200.00	Suppliers, Vendors, or Services
Elite Model Management Miami LLC	245 Fifth Avenue, Fl 24		New York	NY	10016		11/8/2017	\$7,200.00	Suppliers, Vendors, or Services
Emvlem Inc dba Whisper	1744 S. Santee St.		Los Angeles	CA	90015		10/13/2017	\$10,812.00	Suppliers, Vendors, or Services
Emvlem Inc dba Whisper	1744 S. Santee St.		Los Angeles	CA	90015		10/20/2017	\$6,545.00	Suppliers, Vendors, or Services
Emvlem Inc dba Whisper	1744 S. Santee St.		Los Angeles	CA	90015		10/27/2017	\$5,792.75	Suppliers, Vendors, or Services
Emvlem Inc dba Whisper	1744 S. Santee St.		Los Angeles	CA	90015		10/31/2017	\$16,719.00	Suppliers, Vendors, or Services
Emvlem Inc dba Whisper	1744 S. Santee St.		Los Angeles	CA	90015		11/10/2017	\$67.00	Suppliers, Vendors, or Services
Emvlem Inc dba Whisper	1744 S. Santee St.		Los Angeles	CA	90015		11/14/2017	\$7,950.00	Suppliers, Vendors, or Services
ENCINA BUSINESS CREDIT	123 North Wacker Suite 2400		Chicago	IL	60606		11/30/2017	\$50,000.00	Restructuring Professionals
ENCINA BUSINESS CREDIT	123 North Wacker Suite 2400		Chicago	IL	60606		12/6/2017	\$27,000.00	Restructuring Professionals
ENCINA BUSINESS CREDIT	123 North Wacker Suite 2400		Chicago	IL	60606		12/18/2017	\$25,000.00	Restructuring Professionals
Enterprise Eagle Pass Associates, LP	PO Box 205948		Dallas	TX	75320-5948		10/25/2017	\$18,617.35	Suppliers, Vendors, or Services
Enterprise Eagle Pass Associates, LP	PO Box 205948		Dallas	TX	75320-5948		11/24/2017	\$18,617.35	Suppliers, Vendors, or Services
ENTRY	1530 E 25th Street		Los Angeles	CA	90011		10/31/2017	\$41,588.50	Suppliers, Vendors, or Services
ENTRY	1530 E 25th Street		Los Angeles	CA	90011		11/15/2017	\$61,554.25	Suppliers, Vendors, or Services

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Certain payments or transfers to creditors within 90 days before filing this case

Creditor's name	Address 1	Address 2	City	State	Zip	Country	Date	Total amount or value	Reason for payment or transfer (e.g. Secured debt, Unsecured loan repayments, Suppliers or vendors, Services, or Other)
ENTRY	1530 E 25th Street		Los Angeles	CA	90011		11/16/2017	\$60,971.75	Suppliers, Vendors, or Services
ENTRY	1530 E 25th Street		Los Angeles	CA	90011		11/25/2017	\$32,372.50	Suppliers, Vendors, or Services
ENTRY	1530 E 25th Street		Los Angeles	CA	90011		12/27/2017	\$58,932.25	Suppliers, Vendors, or Services
Entry Inc. dba Alt B	766 E. 12th St. #C		Los Angeles	CA	90021		10/18/2017	\$27,577.25	Suppliers, Vendors, or Services
ESSUE CLOTHING	1100 S. San Pedro # B7		Los Angeles	CA	90015		10/05/2017	\$5,408.25	Suppliers, Vendors, or Services
ESSUE CLOTHING	1100 S. San Pedro # B7		Los Angeles	CA	90015		11/02/2017	\$472.50	Suppliers, Vendors, or Services
ESSUE CLOTHING	1100 S. San Pedro # B7		Los Angeles	CA	90015		11/18/2017	\$981.00	Suppliers, Vendors, or Services
ESSUE CLOTHING	1100 S. San Pedro # B7		Los Angeles	CA	90015		11/29/2017	\$1,483.50	Suppliers, Vendors, or Services
ESSUE CLOTHING	1100 S. San Pedro # B7		Los Angeles	CA	90015		12/01/2017	\$1,462.50	Suppliers, Vendors, or Services
ESSUE CLOTHING	1100 S. San Pedro # B7		Los Angeles	CA	90015		12/12/2017	\$1,251.00	Suppliers, Vendors, or Services
ESSUE CLOTHING	1100 S. San Pedro # B7		Los Angeles	CA	90015		12/15/2017	\$720.00	Suppliers, Vendors, or Services
Event	c/o Hana Financial	Dept. LA 24406	Pasadena	CA	91185-4406		11/22/2017	\$6,560.75	Suppliers, Vendors, or Services
Event	c/o Hana Financial	Dept. LA 24406	Pasadena	CA	91185-4406		1/6/2018	\$4,401.20	Suppliers, Vendors, or Services
Ever	1458 S. San Pedro St #129		Los Angeles	CA	90015		10/20/2017	\$3,182.50	Suppliers, Vendors, or Services
Ever	1458 S. San Pedro St #129		Los Angeles	CA	90015		10/27/2017	\$3,812.20	Suppliers, Vendors, or Services
Exclusive Artists Management, Inc.	7700 Sunset Blvd., Suite 205		Los Angeles	CA	90046		10/13/2017	\$3,300.00	Suppliers, Vendors, or Services
Exclusive Artists Management, Inc.	7700 Sunset Blvd., Suite 205		Los Angeles	CA	90046		11/28/2017	\$2,200.00	Suppliers, Vendors, or Services
Exclusive Artists Management, Inc.	7700 Sunset Blvd., Suite 205		Los Angeles	CA	90046		12/6/2017	\$1,100.00	Suppliers, Vendors, or Services
Exclusive Artists Management, Inc.	7700 Sunset Blvd., Suite 205		Los Angeles	CA	90046		12/13/2017	\$550.00	Suppliers, Vendors, or Services
Exclusive Artists Management, Inc.	7700 Sunset Blvd., Suite 205		Los Angeles	CA	90046		1/4/2018	\$8,250.00	Suppliers, Vendors, or Services
FACEBK							09/29/2017	\$750.07	Suppliers, Vendors, or Services
FACEBK							09/30/2017	\$758.47	Suppliers, Vendors, or Services
FACEBK							10/02/2017	\$750.51	Suppliers, Vendors, or Services
FACEBK							10/05/2017	\$750.10	Suppliers, Vendors, or Services
FACEBK							10/07/2017	\$750.50	Suppliers, Vendors, or Services
FACEBK							10/08/2017	\$750.34	Suppliers, Vendors, or Services
FACEBK							10/10/2017	\$750.04	Suppliers, Vendors, or Services
FACEBK							10/12/2017	\$750.16	Suppliers, Vendors, or Services
FACEBK							10/14/2017	\$750.40	Suppliers, Vendors, or Services
FACEBK							10/16/2017	\$750.35	Suppliers, Vendors, or Services
FACEBK							10/21/2017	\$751.13	Suppliers, Vendors, or Services
FACEBK							10/24/2017	\$750.97	Suppliers, Vendors, or Services
FACEBK							10/25/2017	\$751.53	Suppliers, Vendors, or Services
FACEBK							10/27/2017	\$751.33	Suppliers, Vendors, or Services
FACEBK							10/28/2017	\$750.00	Suppliers, Vendors, or Services
FACEBK							10/29/2017	\$750.01	Suppliers, Vendors, or Services
FACEBK							10/31/2017	\$1,022.22	Suppliers, Vendors, or Services
FACEBK							11/02/2017	\$750.49	Suppliers, Vendors, or Services
FACEBK							11/03/2017	\$750.06	Suppliers, Vendors, or Services
FACEBK							11/06/2017	\$750.24	Suppliers, Vendors, or Services
FACEBK							11/08/2017	\$750.00	Suppliers, Vendors, or Services
FACEBK							11/10/2017	\$750.00	Suppliers, Vendors, or Services
FACEBK							11/13/2017	\$750.00	Suppliers, Vendors, or Services
FACEBK							11/15/2017	\$750.00	Suppliers, Vendors, or Services
FACEBK							11/16/2017	\$750.00	Suppliers, Vendors, or Services
FACEBK							11/18/2017	\$750.00	Suppliers, Vendors, or Services
FACEBK							11/19/2017	\$750.00	Suppliers, Vendors, or Services
FACEBK							11/21/2017	\$750.00	Suppliers, Vendors, or Services
FACEBK							11/22/2017	\$750.00	Suppliers, Vendors, or Services
FACEBK							11/23/2017	\$1,500.00	Suppliers, Vendors, or Services
FACEBK							11/24/2017	\$750.00	Suppliers, Vendors, or Services
FACEBK							11/25/2017	\$1,500.00	Suppliers, Vendors, or Services
FACEBK							11/26/2017	\$750.00	Suppliers, Vendors, or Services
FACEBK							11/27/2017	\$750.00	Suppliers, Vendors, or Services
FACEBK							11/28/2017	\$750.00	Suppliers, Vendors, or Services
FACEBK							11/29/2017	\$750.00	Suppliers, Vendors, or Services

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Certain payments or transfers to creditors within 90 days before filing this case

Creditor's name	Address 1	Address 2	City	State	Zip	Country	Date	Total amount or value	Reason for payment or transfer (e.g. Secured debt, Unsecured loan repayments, Suppliers or vendors, Services, or Other)
FACEBK							11/30/2017	\$750.00	Suppliers, Vendors, or Services
FACEBK							12/01/2017	\$392.77	Suppliers, Vendors, or Services
FACEBK							12/06/2017	\$750.00	Suppliers, Vendors, or Services
FACEBK							12/07/2017	\$750.00	Suppliers, Vendors, or Services
FACEBK							12/08/2017	\$750.43	Suppliers, Vendors, or Services
FACEBK							12/09/2017	\$750.00	Suppliers, Vendors, or Services
FACEBK							12/10/2017	\$750.00	Suppliers, Vendors, or Services
FACEBK							12/11/2017	\$750.00	Suppliers, Vendors, or Services
FACEBK							12/13/2017	\$750.00	Suppliers, Vendors, or Services
FACEBK							12/14/2017	\$750.00	Suppliers, Vendors, or Services
FACEBK							12/16/2017	\$750.17	Suppliers, Vendors, or Services
FACEBK							12/18/2017	\$750.00	Suppliers, Vendors, or Services
FACEBK							12/20/2017	\$750.00	Suppliers, Vendors, or Services
FACEBK							12/23/2017	\$750.00	Suppliers, Vendors, or Services
FACEBK							12/26/2017	\$750.00	Suppliers, Vendors, or Services
FACEBK							12/29/2017	\$750.00	Suppliers, Vendors, or Services
FACEBK							12/31/2017	\$435.60	Suppliers, Vendors, or Services
FACEBK							01/02/2018	\$750.00	Suppliers, Vendors, or Services
FACEBK							01/06/2018	\$750.00	Suppliers, Vendors, or Services
FACEBK							01/08/2018	\$749.79	Suppliers, Vendors, or Services
Factor Model Management L.A. Inc	400 N. Michigan Ave Ste 700		Chicago	IL	60611		11/8/2017	\$2,400.00	Suppliers, Vendors, or Services
Factor Model Management L.A. Inc	400 N. Michigan Ave Ste 700		Chicago	IL	60611		11/22/2017	\$2,400.00	Suppliers, Vendors, or Services
Factor Model Management L.A. Inc	400 N. Michigan Ave Ste 700		Chicago	IL	60611		11/28/2017	\$2,400.00	Suppliers, Vendors, or Services
Factor Model Management L.A. Inc	400 N. Michigan Ave Ste 700		Chicago	IL	60611		1/4/2018	\$4,800.00	Suppliers, Vendors, or Services
Fame Accessories	948 Crocker St #6		Los Angeles	CA	90021		10/20/2017	\$26,788.54	Suppliers, Vendors, or Services
Fame Accessories	948 Crocker St #6		Los Angeles	CA	90021		10/27/2017	\$8,977.61	Suppliers, Vendors, or Services
Fame Accessories	948 Crocker St #6		Los Angeles	CA	90021		10/31/2017	\$20,285.82	Suppliers, Vendors, or Services
Fame Accessories	948 Crocker St #6		Los Angeles	CA	90021		11/3/2017	\$20,796.00	Suppliers, Vendors, or Services
Fame Accessories	948 Crocker St #6		Los Angeles	CA	90021		11/7/2017	\$3,570.50	Suppliers, Vendors, or Services
Fame Accessories	948 Crocker St #6		Los Angeles	CA	90021		11/14/2017	\$8,102.75	Suppliers, Vendors, or Services
FANTAS EYES INC	40 Camptown Road		Maplewood	NJ	07040		10/05/2017	\$2,241.86	Suppliers, Vendors, or Services
FANTAS EYES INC	40 Camptown Road		Maplewood	NJ	07040		10/19/2017	\$747.29	Suppliers, Vendors, or Services
FANTAS EYES INC	40 Camptown Road		Maplewood	NJ	07040		11/08/2017	\$2,311.20	Suppliers, Vendors, or Services
FANTAS EYES INC	40 Camptown Road		Maplewood	NJ	07040		11/10/2017	\$1,437.54	Suppliers, Vendors, or Services
FANTAS EYES INC	40 Camptown Road		Maplewood	NJ	07040		12/09/2017	\$1,992.76	Suppliers, Vendors, or Services
FANTAS EYES INC	40 Camptown Road		Maplewood	NJ	07040		12/28/2017	\$1,550.45	Suppliers, Vendors, or Services
Fashion Avenue Sweater Knits. LLC	525 Seventh Ave., Suite 400		New York	NY	40018		11/16/2017	\$74,471.00	Suppliers, Vendors, or Services
Fashion Daily	Margaret Kim dba Fashion Daily	401 N Serrano Ave #304	Los Angeles,	CA	90004		10/26/2017	\$4,000.00	Suppliers, Vendors, or Services
Fashion Daily	Margaret Kim dba Fashion Daily	401 N Serrano Ave #304	Los Angeles,	CA	90004		11/30/2017	\$3,000.00	Suppliers, Vendors, or Services
Fashion Daily	Margaret Kim dba Fashion Daily	401 N Serrano Ave #304	Los Angeles,	CA	90004		12/28/2017	\$3,000.00	Suppliers, Vendors, or Services
Fashion Queen Mania Inc	800 E 12th Street #402		Los Angeles	CA	90021		10/27/2017	\$1,282.50	Suppliers, Vendors, or Services
Fashion Queen Mania Inc	800 E 12th Street #402		Los Angeles	CA	90021		11/14/2017	\$9,929.75	Suppliers, Vendors, or Services
Fashion Vitamin Inc.	2641 Nevin Ave		Los Angeles	CA	90011		10/13/2017	\$3,595.80	Suppliers, Vendors, or Services
Fashion Vitamin Inc.	2641 Nevin Ave		Los Angeles	CA	90011		10/20/2017	\$20,926.20	Suppliers, Vendors, or Services
Fashion Vitamin Inc.	2641 Nevin Ave		Los Angeles	CA	90011		10/27/2017	\$18,683.80	Suppliers, Vendors, or Services
Fashion Vitamin Inc.	2641 Nevin Ave		Los Angeles	CA	90011		11/3/2017	\$28,106.45	Suppliers, Vendors, or Services
Fashion Vitamin Inc.	2641 Nevin Ave		Los Angeles	CA	90011		11/7/2017	\$4,005.00	Suppliers, Vendors, or Services
Fashion Vitamin Inc.	2641 Nevin Ave		Los Angeles	CA	90011		11/14/2017	\$4,816.00	Suppliers, Vendors, or Services
Fashion Vitamin Inc.	2641 Nevin Ave		Los Angeles	CA	90011		11/17/2017	\$553.50	Suppliers, Vendors, or Services
FAVLUX BY DOUBLE ZER	Double Zero Inc dba FAVLUX	5808 Wilmington Ave	Huntington Park	CA	90058		11/10/2017	\$16,650.00	Suppliers, Vendors, or Services
FAVLUX BY DOUBLE ZER	Double Zero Inc dba FAVLUX	5808 Wilmington Ave	Huntington Park	CA	90058		11/14/2017	\$11,677.50	Suppliers, Vendors, or Services
FAVLUX BY DOUBLE ZER	Double Zero Inc dba FAVLUX	5808 Wilmington Ave	Huntington Park	CA	90058		12/08/2017	\$4,042.50	Suppliers, Vendors, or Services
FEDEX	2200 FORWARD DRIVE		HARRISON	AK	72601-2004		09/30/2017	\$584.73	Suppliers, Vendors, or Services
FEDEX	2200 FORWARD DRIVE		HARRISON	AK	72601-2004		10/02/2017	\$399.25	Suppliers, Vendors, or Services
FEDEX	2200 FORWARD DRIVE		HARRISON	AK	72601-2004		10/04/2017	\$271.27	Suppliers, Vendors, or Services
FEDEX	2200 FORWARD DRIVE		HARRISON	AK	72601-2004		10/05/2017	\$159.27	Suppliers, Vendors, or Services

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Certain payments or transfers to creditors within 90 days before filing this case

Creditor's name	Address 1	Address 2	City	State	Zip	Country	Date	Total amount or value	Reason for payment or transfer (e.g. Secured debt, Unsecured loan repayments, Suppliers or vendors, Services, or Other)
FEDEX	2200 FORWARD DRIVE		HARRISON	AK	72601-2004		10/07/2017	\$32.28	Suppliers, Vendors, or Services
FEDEX	2200 FORWARD DRIVE		HARRISON	AK	72601-2004		10/10/2017	\$24.61	Suppliers, Vendors, or Services
FEDEX	2200 FORWARD DRIVE		HARRISON	AK	72601-2004		10/11/2017	\$21.99	Suppliers, Vendors, or Services
FEDEX	2200 FORWARD DRIVE		HARRISON	AK	72601-2004		10/11/2017	\$23.29	Suppliers, Vendors, or Services
FEDEX	2200 FORWARD DRIVE		HARRISON	AK	72601-2004		10/12/2017	\$51.92	Suppliers, Vendors, or Services
FEDEX	2200 FORWARD DRIVE		HARRISON	AK	72601-2004		10/14/2017	\$1,046.73	Suppliers, Vendors, or Services
FEDEX	2200 FORWARD DRIVE		HARRISON	AK	72601-2004		10/16/2017	\$146.33	Suppliers, Vendors, or Services
FEDEX	2200 FORWARD DRIVE		HARRISON	AK	72601-2004		10/17/2017	\$59.81	Suppliers, Vendors, or Services
FEDEX	2200 FORWARD DRIVE		HARRISON	AK	72601-2004		10/18/2017	\$96.52	Suppliers, Vendors, or Services
FEDEX	2200 FORWARD DRIVE		HARRISON	AK	72601-2004		10/18/2017	\$31.83	Suppliers, Vendors, or Services
FEDEX	2200 FORWARD DRIVE		HARRISON	AK	72601-2004		10/19/2017	\$63.80	Suppliers, Vendors, or Services
FEDEX	2200 FORWARD DRIVE		HARRISON	AK	72601-2004		10/21/2017	\$135.95	Suppliers, Vendors, or Services
FEDEX	2200 FORWARD DRIVE		HARRISON	AK	72601-2004		10/23/2017	\$38.56	Suppliers, Vendors, or Services
FEDEX	2200 FORWARD DRIVE		HARRISON	AK	72601-2004		10/24/2017	\$68.03	Suppliers, Vendors, or Services
FEDEX	2200 FORWARD DRIVE		HARRISON	AK	72601-2004		10/25/2017	\$325.43	Suppliers, Vendors, or Services
FEDEX	2200 FORWARD DRIVE		HARRISON	AK	72601-2004		10/26/2017	\$68.27	Suppliers, Vendors, or Services
FEDEX	2200 FORWARD DRIVE		HARRISON	AK	72601-2004		10/28/2017	\$408.36	Suppliers, Vendors, or Services
FEDEX	2200 FORWARD DRIVE		HARRISON	AK	72601-2004		10/31/2017	\$762.55	Suppliers, Vendors, or Services
FEDEX	2200 FORWARD DRIVE		HARRISON	AK	72601-2004		10/31/2017	\$30.34	Suppliers, Vendors, or Services
FEDEX	2200 FORWARD DRIVE		HARRISON	AK	72601-2004		11/02/2017	\$172.69	Suppliers, Vendors, or Services
FEDEX	2200 FORWARD DRIVE		HARRISON	AK	72601-2004		11/03/2017	\$27.90	Suppliers, Vendors, or Services
FEDEX	2200 FORWARD DRIVE		HARRISON	AK	72601-2004		11/04/2017	\$84.90	Suppliers, Vendors, or Services
FEDEX	2200 FORWARD DRIVE		HARRISON	AK	72601-2004		11/07/2017	\$25.90	Suppliers, Vendors, or Services
FEDEX	2200 FORWARD DRIVE		HARRISON	AK	72601-2004		11/09/2017	\$32.21	Suppliers, Vendors, or Services
FEDEX	2200 FORWARD DRIVE		HARRISON	AK	72601-2004		11/11/2017	\$1,020.01	Suppliers, Vendors, or Services
FEDEX	2200 FORWARD DRIVE		HARRISON	AK	72601-2004		11/13/2017	\$15.52	Suppliers, Vendors, or Services
FEDEX	2200 FORWARD DRIVE		HARRISON	AK	72601-2004		11/14/2017	\$89.09	Suppliers, Vendors, or Services
FEDEX	2200 FORWARD DRIVE		HARRISON	AK	72601-2004		11/15/2017	\$164.18	Suppliers, Vendors, or Services
FEDEX	2200 FORWARD DRIVE		HARRISON	AK	72601-2004		11/16/2017	\$99.90	Suppliers, Vendors, or Services
FEDEX	2200 FORWARD DRIVE		HARRISON	AK	72601-2004		11/16/2017	\$63.66	Suppliers, Vendors, or Services
FEDEX	2200 FORWARD DRIVE		HARRISON	AK	72601-2004		11/17/2017	\$30.11	Suppliers, Vendors, or Services
FEDEX	2200 FORWARD DRIVE		HARRISON	AK	72601-2004		11/18/2017	\$144.93	Suppliers, Vendors, or Services
FEDEX	2200 FORWARD DRIVE		HARRISON	AK	72601-2004		11/21/2017	\$23.26	Suppliers, Vendors, or Services
FEDEX	2200 FORWARD DRIVE		HARRISON	AK	72601-2004		11/22/2017	\$31.90	Suppliers, Vendors, or Services
FEDEX	2200 FORWARD DRIVE		HARRISON	AK	72601-2004		11/23/2017	\$1,032.68	Suppliers, Vendors, or Services
FEDEX	2200 FORWARD DRIVE		HARRISON	AK	72601-2004		11/25/2017	\$197.40	Suppliers, Vendors, or Services
FEDEX	2200 FORWARD DRIVE		HARRISON	AK	72601-2004		11/27/2017	\$203.60	Suppliers, Vendors, or Services
FEDEX	2200 FORWARD DRIVE		HARRISON	AK	72601-2004		11/28/2017	\$71.61	Suppliers, Vendors, or Services
FEDEX	2200 FORWARD DRIVE		HARRISON	AK	72601-2004		11/29/2017	\$149.75	Suppliers, Vendors, or Services
FEDEX	2200 FORWARD DRIVE		HARRISON	AK	72601-2004		12/01/2017	\$30.18	Suppliers, Vendors, or Services
FEDEX	2200 FORWARD DRIVE		HARRISON	AK	72601-2004		12/02/2017	\$64.67	Suppliers, Vendors, or Services
FEDEX	2200 FORWARD DRIVE		HARRISON	AK	72601-2004		12/4/2017	\$31.91	Suppliers, Vendors, or Services
FEDEX	2200 FORWARD DRIVE		HARRISON	AK	72601-2004		12/06/2017	\$32.36	Suppliers, Vendors, or Services
FEDEX	2200 FORWARD DRIVE		HARRISON	AK	72601-2004		12/07/2017	\$31.90	Suppliers, Vendors, or Services
FEDEX	2200 FORWARD DRIVE		HARRISON	AK	72601-2004		12/10/2017	\$1,395.21	Suppliers, Vendors, or Services
FEDEX	2200 FORWARD DRIVE		HARRISON	AK	72601-2004		12/11/2017	\$187.56	Suppliers, Vendors, or Services
FEDEX	2200 FORWARD DRIVE		HARRISON	AK	72601-2004		12/12/2017	\$160.43	Suppliers, Vendors, or Services
FEDEX	2200 FORWARD DRIVE		HARRISON	AK	72601-2004		12/13/2017	\$146.13	Suppliers, Vendors, or Services
FEDEX	2200 FORWARD DRIVE		HARRISON	AK	72601-2004		12/14/2017	\$124.90	Suppliers, Vendors, or Services
FEDEX	2200 FORWARD DRIVE		HARRISON	AK	72601-2004		12/15/2017	\$30.56	Suppliers, Vendors, or Services
FEDEX	2200 FORWARD DRIVE		HARRISON	AK	72601-2004		12/17/2017	\$183.16	Suppliers, Vendors, or Services
FEDEX	2200 FORWARD DRIVE		HARRISON	AK	72601-2004		12/19/2017	\$29.78	Suppliers, Vendors, or Services
FEDEX	2200 FORWARD DRIVE		HARRISON	AK	72601-2004		12/20/2017	\$32.36	Suppliers, Vendors, or Services
FEDEX	2200 FORWARD DRIVE		HARRISON	AK	72601-2004		12/23/2017	\$1,285.75	Suppliers, Vendors, or Services
FEDEX	2200 FORWARD DRIVE		HARRISON	AK	72601-2004		12/26/2017	\$114.68	Suppliers, Vendors, or Services
FEDEX	2200 FORWARD DRIVE		HARRISON	AK	72601-2004		12/28/2017	\$232.32	Suppliers, Vendors, or Services



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Certain payments or transfers to creditors within 90 days before filing this case

Creditor's name	Address 1	Address 2	City	State	Zip	Country	Date	Total amount or value	Reason for payment or transfer (e.g. Secured debt, Unsecured loan repayments, Suppliers or vendors, Services, or Other)
FEDEX	2200 FORWARD DRIVE		HARRISON	AK	72601-2004		12/30/2017	\$257.97	Suppliers, Vendors, or Services
FEDEX	2200 FORWARD DRIVE		HARRISON	AK	72601-2004		01/01/2018	\$49.28	Suppliers, Vendors, or Services
FEDEX	2200 FORWARD DRIVE		HARRISON	AK	72601-2004		1/2/2018	\$72.36	Suppliers, Vendors, or Services
FEDEX	2200 FORWARD DRIVE		HARRISON	AK	72601-2004		01/04/2018	\$33.71	Suppliers, Vendors, or Services
FEDEX	2200 FORWARD DRIVE		HARRISON	AK	72601-2004		01/06/2018	\$1,684.32	Suppliers, Vendors, or Services
FEDEX	2200 FORWARD DRIVE		HARRISON	AK	72601-2004		01/08/2018	\$731.64	Suppliers, Vendors, or Services
Fiesta Collection	1261 Broadway	Suite 810	New York	NY	10001		10/18/2017	\$3,477.80	Suppliers, Vendors, or Services
Fiesta Collection	1261 Broadway	Suite 810	New York	NY	10001		10/20/2017	\$1,680.15	Suppliers, Vendors, or Services
Fiesta Collection	1261 Broadway	Suite 810	New York	NY	10001		10/27/2017	\$3,773.10	Suppliers, Vendors, or Services
Fiesta Collection	1261 Broadway	Suite 810	New York	NY	10001		11/3/2017	\$4,553.66	Suppliers, Vendors, or Services
Fiesta Collection	1261 Broadway	Suite 810	New York	NY	10001		11/14/2017	\$2,570.40	Suppliers, Vendors, or Services
Fiesta Collection	1261 Broadway	Suite 810	New York	NY	10001		11/17/2017	\$273.00	Suppliers, Vendors, or Services
FL DEPT OF REV	5050 W. Tennessee Street		Tallahassee	FL	32399-0135		10/20/2017	\$140,777.98	SALES TAX
FL DEPT OF REV	5050 W. Tennessee Street		Tallahassee	FL	32399-0135		11/20/2017	\$132,917.79	SALES TAX
FL DEPT OF REV	5050 W. Tennessee Street		Tallahassee	FL	32399-0135		11/21/2017	\$12,748.00	SALES TAX
FL DEPT OF REV	5050 W. Tennessee Street		Tallahassee	FL	32399-0135		12/20/2017	\$168,688.91	SALES TAX
Florida Mall Assoc., LTD.	PO Box 406360		Atlanta	GA	30384-6360		11/3/2017	\$27,373.79	Rent
Florida Mall Assoc., LTD.	PO Box 406360		Atlanta	GA	30384-6360		12/1/2017	\$27,373.79	Rent
Florida Power & Light Company	General Mail Facility		Miami	FL	33188-0001		10/20/2017	\$7,006.76	Suppliers, Vendors, or Services
Florida Power & Light Company	General Mail Facility		Miami	FL	33188-0001		11/2/2017	\$5,794.00	Suppliers, Vendors, or Services
Florida Power & Light Company	General Mail Facility		Miami	FL	33188-0001		11/8/2017	\$1,270.28	Suppliers, Vendors, or Services
Florida Power & Light Company	General Mail Facility		Miami	FL	33188-0001		11/22/2017	\$5,975.12	Suppliers, Vendors, or Services
Florida Power & Light Company	General Mail Facility		Miami	FL	33188-0001		11/28/2017	\$3,059.23	Suppliers, Vendors, or Services
Florida Power & Light Company	General Mail Facility		Miami	FL	33188-0001		12/6/2017	\$1,124.44	Suppliers, Vendors, or Services
Florida Power & Light Company	General Mail Facility		Miami	FL	33188-0001		12/19/2017	\$3,454.45	Suppliers, Vendors, or Services
Florida Power & Light Company	General Mail Facility		Miami	FL	33188-0001		12/27/2017	\$4,202.46	Suppliers, Vendors, or Services
FLYING TOMATO							10/06/2017	\$7,083.00	Suppliers, Vendors, or Services
FLYING TOMATO							10/14/2017	\$12,771.00	Suppliers, Vendors, or Services
FLYING TOMATO							10/27/2017	\$6,930.00	Suppliers, Vendors, or Services
FLYING TOMATO							12/15/2017	\$10,065.00	Suppliers, Vendors, or Services
Ford Models, Inc	Attn Accounts Receivable	11 East 26th Street, 14th Floor	New York	NY	10010		10/13/2017	\$5,400.00	Suppliers, Vendors, or Services
Ford Models, Inc	Attn Accounts Receivable	11 East 26th Street, 14th Floor	New York	NY	10010		11/14/2017	\$3,675.00	Suppliers, Vendors, or Services
Ford Models, Inc	Attn Accounts Receivable	11 East 26th Street, 14th Floor	New York	NY	10010		12/6/2017	\$1,800.00	Suppliers, Vendors, or Services
Ford Models, Inc	Attn Accounts Receivable	11 East 26th Street, 14th Floor	New York	NY	10010		12/27/2017	\$3,900.00	Suppliers, Vendors, or Services
Ford Models, Inc	Attn Accounts Receivable	11 East 26th Street, 14th Floor	New York	NY	10010		1/4/2018	\$3,600.00	Suppliers, Vendors, or Services
FOREVER LINKINTERNAT	c/o Capital Business Credit, Inc.	PO Box 100895	Atlanta	GA	30384		10/14/2017	\$693.00	Suppliers, Vendors, or Services
FOREVER LINKINTERNAT	c/o Capital Business Credit, Inc.	PO Box 100895	Atlanta	GA	30384		10/25/2017	\$15,264.00	Suppliers, Vendors, or Services
FOREVER LINKINTERNAT	c/o Capital Business Credit, Inc.	PO Box 100895	Atlanta	GA	30384		11/28/2017	\$37,609.50	Suppliers, Vendors, or Services
FOREVER LINKINTERNAT	c/o Capital Business Credit, Inc.	PO Box 100895	Atlanta	GA	30384		12/01/2017	\$9,720.00	Suppliers, Vendors, or Services
FOREVER LINKINTERNAT	c/o Capital Business Credit, Inc.	PO Box 100895	Atlanta	GA	30384		12/28/2017	\$1,872.00	Suppliers, Vendors, or Services
Fortune Dynamic	21923 Ferrero Parkway		City of Industry	CA	91789		10/13/2017	\$20,961.00	Suppliers, Vendors, or Services
Fortune Dynamic	21923 Ferrero Parkway		City of Industry	CA	91789		10/18/2017	\$29,850.90	Suppliers, Vendors, or Services
Fortune Dynamic	21923 Ferrero Parkway		City of Industry	CA	91789		10/20/2017	\$926.50	Suppliers, Vendors, or Services
Fortune Dynamic	21923 Ferrero Parkway		City of Industry	CA	91789		10/27/2017	\$667.20	Suppliers, Vendors, or Services
Fortune Dynamic	21923 Ferrero Parkway		City of Industry	CA	91789		10/31/2017	\$25,575.70	Suppliers, Vendors, or Services
Fortune Dynamic	21923 Ferrero Parkway		City of Industry	CA	91789		11/3/2017	\$14,943.95	Suppliers, Vendors, or Services
Fortune Dynamic	21923 Ferrero Parkway		City of Industry	CA	91789		11/7/2017	\$74,508.15	Suppliers, Vendors, or Services
Fortune Dynamic	21923 Ferrero Parkway		City of Industry	CA	91789		11/10/2017	\$93,797.50	Suppliers, Vendors, or Services
Fortune Dynamic	21923 Ferrero Parkway		City of Industry	CA	91789		11/14/2017	\$28,317.30	Suppliers, Vendors, or Services
Fortune Dynamic	21923 Ferrero Parkway		City of Industry	CA	91789		11/22/2017	\$11,229.25	Suppliers, Vendors, or Services
Fortune Dynamic	21923 Ferrero Parkway		City of Industry	CA	91789		12/1/2017	\$41,998.50	Suppliers, Vendors, or Services

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Certain payments or transfers to creditors within 90 days before filing this case

Creditor's name	Address 1	Address 2	City	State	Zip	Country	Date	Total amount or value	Reason for payment or transfer (e.g. Secured debt, Unsecured loan repayments, Suppliers or vendors, Services, or Other)
G Mini Inc.	777 E 10th Street Suite 112		Los Angeles	CA	90021		10/18/2017	\$14,516.40	Suppliers, Vendors, or Services
G Mini Inc.	777 E 10th Street Suite 112		Los Angeles	CA	90021		10/20/2017	\$7,060.90	Suppliers, Vendors, or Services
G Mini Inc.	777 E 10th Street Suite 112		Los Angeles	CA	90021		10/27/2017	\$11,399.60	Suppliers, Vendors, or Services
G Mini Inc.	777 E 10th Street Suite 112		Los Angeles	CA	90021		10/31/2017	\$5,736.00	Suppliers, Vendors, or Services
G Mini Inc.	777 E 10th Street Suite 112		Los Angeles	CA	90021		11/10/2017	\$5,180.90	Suppliers, Vendors, or Services
G Mini Inc.	777 E 10th Street Suite 112		Los Angeles	CA	90021		11/14/2017	\$24,531.50	Suppliers, Vendors, or Services
G Mini Inc.	777 E 10th Street Suite 112		Los Angeles	CA	90021		11/17/2017	\$7,185.75	Suppliers, Vendors, or Services
Ganji	Ganji Apparel, Inc. dba Ganji	1100 S. San Pedro St #N06	Los Angeles	CA	90015		10/20/2017	\$384.00	Suppliers, Vendors, or Services
Ganji	Ganji Apparel, Inc. dba Ganji	1100 S. San Pedro St #N06	Los Angeles	CA	90015		10/31/2017	\$566.40	Suppliers, Vendors, or Services
Ganji	Ganji Apparel, Inc. dba Ganji	1100 S. San Pedro St #N06	Los Angeles	CA	90015		11/10/2017	\$8,019.80	Suppliers, Vendors, or Services
Ganji	Ganji Apparel, Inc. dba Ganji	1100 S. San Pedro St #N06	Los Angeles	CA	90015		11/22/2017	\$1,048.80	Suppliers, Vendors, or Services
Gaza Inc	807 E 12th St #146		Los Angeles	CA	90021		10/20/2017	\$215.00	Suppliers, Vendors, or Services
Gaza Inc	807 E 12th St #146		Los Angeles	CA	90021		10/31/2017	\$4,917.50	Suppliers, Vendors, or Services
Gaza Inc	807 E 12th St #146		Los Angeles	CA	90021		11/3/2017	\$394.20	Suppliers, Vendors, or Services
Gaza Inc	807 E 12th St #146		Los Angeles	CA	90021		11/10/2017	\$3,738.00	Suppliers, Vendors, or Services
Gaza Inc	807 E 12th St #146		Los Angeles	CA	90021		11/17/2017	\$131.00	Suppliers, Vendors, or Services
GINA GROUP	10 West 33rd Street 3rd Floor		New York	NY	10001		11/09/2017	\$5,524.00	Suppliers, Vendors, or Services
GINA GROUP	10 West 33rd Street 3rd Floor		New York	NY	10001		11/15/2017	\$2,418.60	Suppliers, Vendors, or Services
GINA GROUP	10 West 33rd Street 3rd Floor		New York	NY	10001		11/16/2017	\$3,024.00	Suppliers, Vendors, or Services
GINA GROUP	10 West 33rd Street 3rd Floor		New York	NY	10001		11/17/2017	\$3,132.60	Suppliers, Vendors, or Services
GINA GROUP	10 West 33rd Street 3rd Floor		New York	NY	10001		12/19/2017	\$4,152.80	Suppliers, Vendors, or Services
GINA GROUP	10 West 33rd Street 3rd Floor		New York	NY	10001		12/28/2017	\$1,980.00	Suppliers, Vendors, or Services
GINA GROUP	10 West 33rd Street 3rd Floor		New York	NY	10001		01/04/2018	\$1,380.40	Suppliers, Vendors, or Services
Ginger Green Inc	1015 S. Crocker St #Q-16		Los Angeles	CA	90021		10/20/2017	\$396.00	Suppliers, Vendors, or Services
Ginger Green Inc	1015 S. Crocker St #Q-16		Los Angeles	CA	90021		11/10/2017	\$8,462.25	Suppliers, Vendors, or Services
Ginger Green Inc	1015 S. Crocker St #Q-16		Los Angeles	CA	90021		11/22/2017	\$165.00	Suppliers, Vendors, or Services
Glimcher Westshore, LLC	c/o Washington Prime Group	180 East Broad Street	Columbus	OH	43215		11/3/2017	\$27,485.66	Rent
Gloria Hernandez	12803 West Ave. # 9108		San Antonio	TX	78216		10/25/2017	\$7,020.00	Suppliers, Vendors, or Services
Gloria Hernandez	12803 West Ave. # 9108		San Antonio	TX	78216		11/21/2017	\$14,400.00	Suppliers, Vendors, or Services
Gloria Hernandez	12803 West Ave. # 9108		San Antonio	TX	78216		12/18/2017	\$46,000.00	Suppliers, Vendors, or Services
GOLDEN TOUCH							10/11/2017	\$8,636.40	Suppliers, Vendors, or Services
GOLDEN TOUCH							10/25/2017	\$21,375.00	Suppliers, Vendors, or Services
GOLDEN TOUCH							11/07/2017	\$24,648.75	Suppliers, Vendors, or Services
GOLDEN TOUCH							11/21/2017	\$4,464.00	Suppliers, Vendors, or Services
GOLDEN TOUCH							12/02/2017	\$1,642.75	Suppliers, Vendors, or Services
GOLDEN TOUCH							12/21/2017	\$2,460.00	Suppliers, Vendors, or Services
GOLDEN TOUCH							12/23/2017	\$5,564.50	Suppliers, Vendors, or Services
GOLDEN TOUCH							01/06/2018	\$1,845.00	Suppliers, Vendors, or Services
Gordon Brothers Retail Partner	10218 N. Port Washington Road		Mequon	WI	53092		1/8/2018	\$50,000.00	Restructuring Professionals
Gran Plaza, LP	c/o Excel Property Mgmt Services, Inc.	PO Box 2027	Long Beach	CA	90801		11/3/2017	\$34,378.13	Rent
Granite	Client ID# 311	P.O. Box 983119	Boston	MA	02298-3119		11/2/2017	\$4,887.33	Suppliers, Vendors, or Services
Granite	Client ID# 311	P.O. Box 983119	Boston	MA	02298-3119		12/19/2017	\$6,031.67	Suppliers, Vendors, or Services
Grapevine Mills Mall, LP	3000 Grapevine Mills Parkway		Grapevine	TX	76051		11/3/2017	\$10,982.50	Rent
Grapevine Mills Mall, LP	3000 Grapevine Mills Parkway		Grapevine	TX	76051		12/1/2017	\$13,180.92	Rent
Grapevine Mills Mall, LP	3000 Grapevine Mills Parkway		Grapevine	TX	76051		12/29/2017	\$10,000.00	Rent
Green Mountain Energy-Dallas	DEPT 1233	P.O. BOX 121233	Dallas	TX	75312-1233		10/20/2017	\$2,876.36	Suppliers, Vendors, or Services
Green Mountain Energy-Dallas	DEPT 1233	P.O. BOX 121233	Dallas	TX	75312-1233		11/2/2017	\$3,979.14	Suppliers, Vendors, or Services
Green Mountain Energy-Dallas	DEPT 1233	P.O. BOX 121233	Dallas	TX	75312-1233		11/8/2017	\$2,583.43	Suppliers, Vendors, or Services
Green Mountain Energy-Dallas	DEPT 1233	P.O. BOX 121233	Dallas	TX	75312-1233		11/22/2017	\$4,141.55	Suppliers, Vendors, or Services
Green Mountain Energy-Dallas	DEPT 1233	P.O. BOX 121233	Dallas	TX	75312-1233		11/28/2017	\$2,634.70	Suppliers, Vendors, or Services
Green Mountain Energy-Dallas	DEPT 1233	P.O. BOX 121233	Dallas	TX	75312-1233		12/8/2017	\$2,403.23	Suppliers, Vendors, or Services

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Certain payments or transfers to creditors within 90 days before filing this case

Creditor's name	Address 1	Address 2	City	State	Zip	Country	Date	Total amount or value	Reason for payment or transfer (e.g. Secured debt, Unsecured loan repayments, Suppliers or vendors, Services, or Other)
Green Mountain Energy-Dallas	DEPT 1233	P.O. BOX 121233	Dallas	TX	75312-1233		12/27/2017	\$1,311.81	Suppliers, Vendors, or Services
Guidance Solutions Inc	4134 Del Rey Avenue		Marina Del Rey	CA	90292		11/8/2017	\$12,800.00	Suppliers, Vendors, or Services
Guidance Solutions Inc	4134 Del Rey Avenue		Marina Del Rey	CA	90292		12/13/2017	\$5,760.00	Suppliers, Vendors, or Services
H&D Accessories Inc	952 Towne Ave. #A		Los Angeles	CA	90021		10/20/2017	\$1,560.00	Suppliers, Vendors, or Services
H&D Accessories Inc	952 Towne Ave. #A		Los Angeles	CA	90021		10/27/2017	\$11,128.00	Suppliers, Vendors, or Services
H&D Accessories Inc	952 Towne Ave. #A		Los Angeles	CA	90021		11/17/2017	\$5,428.90	Suppliers, Vendors, or Services
Hana Commercial Finance Inc	1000 Wilshire Blvd, 20th Floor		Los Angeles	CA	90017		10/11/2017	\$275,000.00	Suppliers, Vendors, or Services
Have Fashion Inc.	c/o Hana Financial, Inc.	Dept. LA 24406	Pasadena	CA	91185-4406		10/18/2017	\$9,273.75	Suppliers, Vendors, or Services
Have Fashion Inc.	c/o Hana Financial, Inc.	Dept. LA 24406	Pasadena	CA	91185-4406		10/20/2017	\$10,020.60	Suppliers, Vendors, or Services
Have Fashion Inc.	c/o Hana Financial, Inc.	Dept. LA 24406	Pasadena	CA	91185-4406		10/27/2017	\$21,003.75	Suppliers, Vendors, or Services
Have Fashion Inc.	c/o Hana Financial, Inc.	Dept. LA 24406	Pasadena	CA	91185-4406		10/31/2017	\$7,799.20	Suppliers, Vendors, or Services
Have Fashion Inc.	c/o Hana Financial, Inc.	Dept. LA 24406	Pasadena	CA	91185-4406		11/3/2017	\$50,261.90	Suppliers, Vendors, or Services
Have Fashion Inc.	c/o Hana Financial, Inc.	Dept. LA 24406	Pasadena	CA	91185-4406		11/7/2017	\$60,008.60	Suppliers, Vendors, or Services
Have Fashion Inc.	c/o Hana Financial, Inc.	Dept. LA 24406	Pasadena	CA	91185-4406		1/6/2018	\$4,403.00	Suppliers, Vendors, or Services
HAWAII DEPT OF REV							10/24/2017	\$4,920.39	SALES TAX
HAWAII DEPT OF REV							11/22/2017	\$3,257.85	SALES TAX
HAWAII DEPT OF REV							12/22/2017	\$4,025.13	SALES TAX
Hawaiian Electric Company	PO Box 3978		Honolulu	HI	96812-3978		10/18/2017	\$2,904.17	Suppliers, Vendors, or Services
Hawaiian Electric Company	PO Box 3978		Honolulu	HI	96812-3978		11/14/2017	\$2,975.46	Suppliers, Vendors, or Services
Hawaiian Electric Company	PO Box 3978		Honolulu	HI	96812-3978		12/13/2017	\$2,590.59	Suppliers, Vendors, or Services
Haynes & Boone, LLP	Accounting Department	P.O. BOX 841399	Dallas	TX	75284-1399		10/18/2017	\$405.00	Suppliers, Vendors, or Services
Haynes & Boone, LLP	Accounting Department	P.O. BOX 841399	Dallas	TX	75284-1399		11/2/2017	\$35,000.00	Restructuring Professionals
Haynes & Boone, LLP	Accounting Department	P.O. BOX 841399	Dallas	TX	75284-1399		11/14/2017	\$12,602.60	Restructuring Professionals
Haynes & Boone, LLP	Accounting Department	P.O. BOX 841399	Dallas	TX	75284-1399		11/28/2017	\$71,509.88	Restructuring Professionals
Haynes & Boone, LLP	Accounting Department	P.O. BOX 841399	Dallas	TX	75284-1399		12/8/2017	\$41,560.52	Restructuring Professionals
Haynes & Boone, LLP	Accounting Department	P.O. BOX 841399	Dallas	TX	75284-1399		12/13/2017	\$45,000.00	Restructuring Professionals
Haynes & Boone, LLP	Accounting Department	P.O. BOX 841399	Dallas	TX	75284-1399		12/20/2017	\$131,488.58	Restructuring Professionals
Haynes & Boone, LLP	Accounting Department	P.O. BOX 841399	Dallas	TX	75284-1399		1/3/2018	\$72,921.12	Restructuring Professionals
Haynes & Boone, LLP	Accounting Department	P.O. BOX 841399	Dallas	TX	75284-1399		1/4/2018	\$225,000.00	Restructuring Professionals
Heart & Hips	c/o Hana Financial, Inc.	Dept LA 24406	Pasadena	CA	91185-4406		10/13/2017	\$28,455.00	Suppliers, Vendors, or Services
Heart & Hips	c/o Hana Financial, Inc.	Dept LA 24406	Pasadena	CA	91185-4406		10/20/2017	\$20,112.30	Suppliers, Vendors, or Services
Heart & Hips	c/o Hana Financial, Inc.	Dept LA 24406	Pasadena	CA	91185-4406		10/27/2017	\$74,190.40	Suppliers, Vendors, or Services
Heart & Hips	c/o Hana Financial, Inc.	Dept LA 24406	Pasadena	CA	91185-4406		10/31/2017	\$804.36	Suppliers, Vendors, or Services
Heart & Hips	c/o Hana Financial, Inc.	Dept LA 24406	Pasadena	CA	91185-4406		11/3/2017	\$3,417.00	Suppliers, Vendors, or Services
Heart & Hips	c/o Hana Financial, Inc.	Dept LA 24406	Pasadena	CA	91185-4406		11/7/2017	\$1,774.50	Suppliers, Vendors, or Services
Heart & Hips	c/o Hana Financial, Inc.	Dept LA 24406	Pasadena	CA	91185-4406		11/10/2017	\$13,885.85	Suppliers, Vendors, or Services
Heart & Hips	c/o Hana Financial, Inc.	Dept LA 24406	Pasadena	CA	91185-4406		11/14/2017	\$33,927.00	Suppliers, Vendors, or Services
Heart & Hips	c/o Hana Financial, Inc.	Dept LA 24406	Pasadena	CA	91185-4406		11/17/2017	\$129,540.05	Suppliers, Vendors, or Services
Heart & Hips	c/o Hana Financial, Inc.	Dept LA 24406	Pasadena	CA	91185-4406		1/6/2018	\$100,277.40	Suppliers, Vendors, or Services
HG Galleria, LLC	Houston Galleria	2088 Paysphere Circle	Chicago	IL	60674		11/3/2017	\$39,954.55	Rent
HG Galleria, LLC	Houston Galleria	2088 Paysphere Circle	Chicago	IL	60674		12/1/2017	\$45,655.06	Rent
HG Galleria, LLC	Houston Galleria	2088 Paysphere Circle	Chicago	IL	60674		12/19/2017	\$66.20	Rent
HOT & DELICIOUS HOT	1015 S. Crocker St. #Q-9		Los Angeles	CA	90021		10/06/2017	\$840.00	Suppliers, Vendors, or Services
HOT & DELICIOUS HOT	1015 S. Crocker St. #Q-9		Los Angeles	CA	90021		10/25/2017	\$4,725.00	Suppliers, Vendors, or Services
HOT & DELICIOUS HOT	1015 S. Crocker St. #Q-9		Los Angeles	CA	90021		11/14/2017	\$4,782.00	Suppliers, Vendors, or Services
HOT & DELICIOUS HOT	1015 S. Crocker St. #Q-9		Los Angeles	CA	90021		11/16/2017	\$3,514.50	Suppliers, Vendors, or Services
HOT & DELICIOUS HOT	1015 S. Crocker St. #Q-9		Los Angeles	CA	90021		11/22/2017	\$486.00	Suppliers, Vendors, or Services
HOT & DELICIOUS HOT	1015 S. Crocker St. #Q-9		Los Angeles	CA	90021		11/23/2017	\$118.75	Suppliers, Vendors, or Services
HOT & DELICIOUS HOT	1015 S. Crocker St. #Q-9		Los Angeles	CA	90021		12/01/2017	\$176.00	Suppliers, Vendors, or Services
HOT & DELICIOUS HOT	1015 S. Crocker St. #Q-9		Los Angeles	CA	90021		12/08/2017	\$630.00	Suppliers, Vendors, or Services
HOT & DELICIOUS HOT	1015 S. Crocker St. #Q-9		Los Angeles	CA	90021		01/07/2018	\$2,676.00	Suppliers, Vendors, or Services
Hulen Mall, LLC	SDS-12-2776	PO Box 86	Minneapolis	MN	55486-2776		11/3/2017	\$15,893.94	Rent
Hulen Mall, LLC	SDS-12-2776	PO Box 86	Minneapolis	MN	55486-2776		12/1/2017	\$15,893.94	Rent
Hunter Building Corp	14609 Kimberley Lane		Houston	TX	77079		12/6/2017	\$33,000.00	Suppliers, Vendors, or Services
HYFVE	5808 Wilmington Ave		Los Angeles	CA	90058		11/10/2017	\$2,010.00	Suppliers, Vendors, or Services
HYFVE	5808 Wilmington Ave		Los Angeles	CA	90058		11/14/2017	\$21,868.50	Suppliers, Vendors, or Services

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Creditor's name	Address 1	Address 2	City	State	Zip	Country	Date	Total amount or value	Reason for payment or transfer (e.g. Secured debt, Unsecured loan repayments, Suppliers or vendors, Services, or Other)
HYFVE INC	5808 Wilmington Ave		Los Angeles	CA	90058		10/13/2017	\$474.00	Suppliers, Vendors, or Services
HYFVE INC	5808 Wilmington Ave		Los Angeles	CA	90058		10/18/2017	\$12,985.50	Suppliers, Vendors, or Services
HYFVE INC	5808 Wilmington Ave		Los Angeles	CA	90058		10/20/2017	\$6,037.20	Suppliers, Vendors, or Services
HYFVE INC	5808 Wilmington Ave		Los Angeles	CA	90058		10/27/2017	\$7,570.50	Suppliers, Vendors, or Services
HYFVE INC	5808 Wilmington Ave		Los Angeles	CA	90058		10/31/2017	\$6,746.20	Suppliers, Vendors, or Services
I JOAH	c/o Prime Business Credit, Inc	P.O. BOX 741084	Los Angeles	CA	90074-1084		10/07/2017	\$22,532.50	Suppliers, Vendors, or Services
I Joah	c/o Prime Business Credit, Inc	P.O. BOX 741084	Los Angeles	CA	90074-1084		10/13/2017	\$963.50	Suppliers, Vendors, or Services
I Joah	c/o Prime Business Credit, Inc	P.O. BOX 741084	Los Angeles	CA	90074-1084		10/18/2017	\$1,710.00	Suppliers, Vendors, or Services
I Joah	c/o Prime Business Credit, Inc	P.O. BOX 741084	Los Angeles	CA	90074-1084		10/20/2017	\$690.00	Suppliers, Vendors, or Services
I Joah	c/o Prime Business Credit, Inc	P.O. BOX 741084	Los Angeles	CA	90074-1084		11/22/2017	\$16,330.00	Suppliers, Vendors, or Services
I JOAH	c/o Prime Business Credit, Inc	P.O. BOX 741084	Los Angeles	CA	90074-1084		12/28/2017	\$3,301.00	Suppliers, Vendors, or Services
ICY HOT LINGERIE							10/17/2017	\$1,935.00	Suppliers, Vendors, or Services
ICY HOT LINGERIE							10/24/2017	\$7,590.00	Suppliers, Vendors, or Services
ICY HOT LINGERIE							11/15/2017	\$16,050.00	Suppliers, Vendors, or Services
ICY HOT LINGERIE							11/21/2017	\$2,624.00	Suppliers, Vendors, or Services
ICY HOT LINGERIE							11/22/2017	\$1,950.00	Suppliers, Vendors, or Services
Idea Design Concepts Inc	60 Commerce Way		Hackensack	NJ	07601		10/13/2017	\$3,547.80	Suppliers, Vendors, or Services
Idea Design Concepts Inc	60 Commerce Way		Hackensack	NJ	07601		10/27/2017	\$1,444.80	Suppliers, Vendors, or Services
Idea Design Concepts Inc	60 Commerce Way		Hackensack	NJ	07601		12/6/2017	\$3,448.89	Suppliers, Vendors, or Services
IL DEPT OF REV	P.O. Box 19045		Springfield	IL	62794-9045		10/16/2017	\$11,147.00	SALES TAX
IL DEPT OF REV	P.O. Box 19045		Springfield	IL	62794-9045		10/20/2017	\$10,091.00	SALES TAX
IL DEPT OF REV	P.O. Box 19045		Springfield	IL	62794-9045		10/23/2017	\$11,147.00	SALES TAX
IL DEPT OF REV	P.O. Box 19045		Springfield	IL	62794-9045		11/7/2017	\$12,295.00	SALES TAX
IL DEPT OF REV	P.O. Box 19045		Springfield	IL	62794-9045		11/15/2017	\$12,295.00	SALES TAX
IL DEPT OF REV	P.O. Box 19045		Springfield	IL	62794-9045		11/20/2017	\$6,574.00	SALES TAX
IL DEPT OF REV	P.O. Box 19045		Springfield	IL	62794-9045		11/22/2017	\$18,045.22	SALES TAX
IL DEPT OF REV	P.O. Box 19045		Springfield	IL	62794-9045		11/30/2017	\$12,295.00	SALES TAX
IL DEPT OF REV	P.O. Box 19045		Springfield	IL	62794-9045		12/6/2017	\$16,719.00	SALES TAX
IL DEPT OF REV	P.O. Box 19045		Springfield	IL	62794-9045		12/15/2017	\$16,719.00	SALES TAX
IL DEPT OF REV	P.O. Box 19045		Springfield	IL	62794-9045		12/22/2017	\$16,719.00	SALES TAX
IL DEPT OF REV	P.O. Box 19045		Springfield	IL	62794-9045		1/2/2018	\$16,719.00	SALES TAX
IL DEPT OF REV	P.O. Box 19045		Springfield	IL	62794-9045		1/8/2018	\$25,288.00	SALES TAX
Illuma Fashion Inc	1141 S Boyle Ave Suite 201		Los Angeles	CA	90023		10/13/2017	\$3,939.00	Suppliers, Vendors, or Services
Illuma Fashion Inc	1141 S Boyle Ave Suite 201		Los Angeles	CA	90023		10/18/2017	\$6,910.40	Suppliers, Vendors, or Services
Illuma Fashion Inc	1141 S Boyle Ave Suite 201		Los Angeles	CA	90023		10/20/2017	\$5,343.00	Suppliers, Vendors, or Services
Illuma Fashion Inc	1141 S Boyle Ave Suite 201		Los Angeles	CA	90023		10/27/2017	\$11,882.30	Suppliers, Vendors, or Services
Illuma Fashion Inc	1141 S Boyle Ave Suite 201		Los Angeles	CA	90023		11/3/2017	\$6,451.25	Suppliers, Vendors, or Services
Illuma Fashion Inc	1141 S Boyle Ave Suite 201		Los Angeles	CA	90023		11/7/2017	\$1,550.00	Suppliers, Vendors, or Services
Illuma Fashion Inc	1141 S Boyle Ave Suite 201		Los Angeles	CA	90023		11/10/2017	\$4,639.20	Suppliers, Vendors, or Services
Illuma Fashion Inc	1141 S Boyle Ave Suite 201		Los Angeles	CA	90023		11/14/2017	\$9,533.25	Suppliers, Vendors, or Services
Illuma Fashion Inc	1141 S Boyle Ave Suite 201		Los Angeles	CA	90023		11/22/2017	\$9,000.20	Suppliers, Vendors, or Services
Imperial Irrigation District	333 East Barioni Blvd	PO Box 937	Imperial	CA	92251-0937		10/20/2017	\$2,529.49	Suppliers, Vendors, or Services
Imperial Irrigation District	333 East Barioni Blvd	PO Box 937	Imperial	CA	92251-0937		11/22/2017	\$2,247.35	Suppliers, Vendors, or Services
Imperial Irrigation District	333 East Barioni Blvd	PO Box 937	Imperial	CA	92251-0937		12/27/2017	\$2,112.53	Suppliers, Vendors, or Services
Imperial Valley Mall, LLC	c/o CBL & Associates Management, Inc.	2030 Hamilton Place Blvd, Ste. 500	Chattanooga	TN	37421-6000		11/3/2017	\$20,265.02	Rent
Imperial Valley Mall, LLC	c/o CBL & Associates Management, Inc.	2030 Hamilton Place Blvd, Ste. 500	Chattanooga	TN	37421-6000		12/1/2017	\$20,265.02	Rent
Ina Fashion	Katia Fashion, Inc. dba Ina Fashion	754 E 12th Street #3	Los Angeles	CA	90021		10/27/2017	\$8,668.25	Suppliers, Vendors, or Services
Ina Fashion	Katia Fashion, Inc. dba Ina Fashion	754 E 12th Street #3	Los Angeles	CA	90021		10/31/2017	\$510.00	Suppliers, Vendors, or Services
Ina Fashion	Katia Fashion, Inc. dba Ina Fashion	754 E 12th Street #3	Los Angeles	CA	90021		11/3/2017	\$483.75	Suppliers, Vendors, or Services
Ina Fashion	Katia Fashion, Inc. dba Ina Fashion	754 E 12th Street #3	Los Angeles	CA	90021		11/10/2017	\$11,302.25	Suppliers, Vendors, or Services
International Environmental Ma	24516 Network Place		Chicago	IL	60673-1245		10/26/2017	\$4,228.22	Suppliers, Vendors, or Services
International Environmental Ma	24516 Network Place		Chicago	IL	60673-1245		11/28/2017	\$4,228.22	Suppliers, Vendors, or Services
International Environmental Ma	24516 Network Place		Chicago	IL	60673-1245		1/3/2018	\$4,304.71	Suppliers, Vendors, or Services
International Intimates Inc.	31 West 34th Street, 9th Floor		New York	NY	10001		10/18/2017	\$4,849.50	Suppliers, Vendors, or Services

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Certain payments or transfers to creditors within 90 days before filing this case

Creditor's name	Address 1	Address 2	City	State	Zip	Country	Date	Total amount or value	Reason for payment or transfer (e.g. Secured debt, Unsecured loan repayments, Suppliers or vendors, Services, or Other)
International Intimates Inc.	31 West 34th Street, 9th Floor		New York	NY	10001		10/27/2017	\$17,623.20	Suppliers, Vendors, or Services
International Intimates Inc.	31 West 34th Street, 9th Floor		New York	NY	10001		10/31/2017	\$4,845.60	Suppliers, Vendors, or Services
International Intimates Inc.	31 West 34th Street, 9th Floor		New York	NY	10001		11/14/2017	\$8,185.50	Suppliers, Vendors, or Services
International Intimates Inc.	31 West 34th Street, 9th Floor		New York	NY	10001		11/22/2017	\$7,364.10	Suppliers, Vendors, or Services
International Intimates Inc.	31 West 34th Street, 9th Floor		New York	NY	10001		12/1/2017	\$8,499.60	Suppliers, Vendors, or Services
Iris	3317 E 50th Street		Vernon	CA	90058		10/13/2017	\$12,718.50	Suppliers, Vendors, or Services
Iris	3317 E 50th Street		Vernon	CA	90058		10/18/2017	\$4,410.00	Suppliers, Vendors, or Services
Iris	3317 E 50th Street		Vernon	CA	90058		10/27/2017	\$59,416.75	Suppliers, Vendors, or Services
Iris	3317 E 50th Street		Vernon	CA	90058		10/31/2017	\$15,570.75	Suppliers, Vendors, or Services
Iris	3317 E 50th Street		Vernon	CA	90058		11/3/2017	\$3,816.00	Suppliers, Vendors, or Services
Iris	3317 E 50th Street		Vernon	CA	90058		11/7/2017	\$12,784.50	Suppliers, Vendors, or Services
Iris	3317 E 50th Street		Vernon	CA	90058		11/10/2017	\$607.50	Suppliers, Vendors, or Services
Iris	3317 E 50th Street		Vernon	CA	90058		11/17/2017	\$2,817.90	Suppliers, Vendors, or Services
Iris	3317 E 50th Street		Vernon	CA	90058		11/22/2017	\$4,660.00	Suppliers, Vendors, or Services
Iris	3317 E 50th Street		Vernon	CA	90058		12/1/2017	\$24,132.10	Suppliers, Vendors, or Services
Iris	3317 E 50th Street		Vernon	CA	90058		12/13/2017	\$35,289.25	Suppliers, Vendors, or Services
J. Cat Beauty Enterprise LLC	9890 Pioneer Blvd.		Santa Fe Springs	CA	90670		10/13/2017	\$5,472.00	Suppliers, Vendors, or Services
J. Cat Beauty Enterprise LLC	9890 Pioneer Blvd.		Santa Fe Springs	CA	90670		10/18/2017	\$1,008.00	Suppliers, Vendors, or Services
J. Cat Beauty Enterprise LLC	9890 Pioneer Blvd.		Santa Fe Springs	CA	90670		10/27/2017	\$10,858.50	Suppliers, Vendors, or Services
J. Cat Beauty Enterprise LLC	9890 Pioneer Blvd.		Santa Fe Springs	CA	90670		10/31/2017	\$432.00	Suppliers, Vendors, or Services
JANUARY 7 CLOTHING	735 E. 12th St. #104		Los Angeles	CA	90021		10/24/2017	\$15,169.10	Suppliers, Vendors, or Services
JANUARY 7 CLOTHING	735 E. 12th St. #104		Los Angeles	CA	90021		11/10/2017	\$48.00	Suppliers, Vendors, or Services
JANUARY 7 CLOTHING	735 E. 12th St. #104		Los Angeles	CA	90021		11/22/2017	\$48,066.65	Suppliers, Vendors, or Services
JANUARY 7 CLOTHING	735 E. 12th St. #104		Los Angeles	CA	90021		11/24/2017	\$21,198.45	Suppliers, Vendors, or Services
JANUARY 7 CLOTHING	735 E. 12th St. #104		Los Angeles	CA	90021		12/19/2017	\$7,755.60	Suppliers, Vendors, or Services
JANUARY 7 CLOTHING	735 E. 12th St. #104		Los Angeles	CA	90021		12/24/2017	\$902.70	Suppliers, Vendors, or Services
JANUARY 7 CLOTHING	735 E. 12th St. #104		Los Angeles	CA	90021		12/29/2017	\$3,510.00	Suppliers, Vendors, or Services
January 7 Clothing Inc	735 E. 12th St. #104		Los Angeles	CA	90021		11/7/2017	\$7,188.40	Suppliers, Vendors, or Services
January 7 Clothing Inc	735 E. 12th St. #104		Los Angeles	CA	90021		1/5/2018	\$4,082.40	Suppliers, Vendors, or Services
January 7 Clothing Inc	735 E. 12th St. #104		Los Angeles	CA	90021		1/6/2018	\$43,571.40	Suppliers, Vendors, or Services
JEALOUS TOMATO	1100 S.SAN PEDRO #D-7		Los Angeles	CA	90015		10/06/2017	\$15,321.00	Suppliers, Vendors, or Services
JEALOUS TOMATO	1100 S.SAN PEDRO #D-7		Los Angeles	CA	90015		10/07/2017	\$29,932.50	Suppliers, Vendors, or Services
JEALOUS TOMATO	1100 S.SAN PEDRO #D-7		Los Angeles	CA	90015		11/02/2017	\$1,554.00	Suppliers, Vendors, or Services
JEALOUS TOMATO	1100 S.SAN PEDRO #D-7		Los Angeles	CA	90015		11/07/2017	\$3,300.00	Suppliers, Vendors, or Services
Jealous Tomato/Dola Fashion Inc	1100 S.SAN PEDRO #D-7		Los Angeles	CA	90015		11/7/2017	\$9,129.00	Suppliers, Vendors, or Services
Jennifer Troy	3113 S Charmwood Dr.		Port Huron	MI	48060		11/1/2017	\$3,250.00	Suppliers, Vendors, or Services
Jennifer Troy	3113 S Charmwood Dr.		Port Huron	MI	48060		11/30/2017	\$3,250.00	Suppliers, Vendors, or Services
Jennifer Troy	3113 S Charmwood Dr.		Port Huron	MI	48060		12/28/2017	\$3,250.00	Suppliers, Vendors, or Services
Ji Eun Lim	7193 NE Rocky Brook Street		Hillsboro	OR	97124		10/26/2017	\$3,500.00	Suppliers, Vendors, or Services
Ji Eun Lim	7193 NE Rocky Brook Street		Hillsboro	OR	97124		11/30/2017	\$3,500.00	Suppliers, Vendors, or Services
Ji Eun Lim	7193 NE Rocky Brook Street		Hillsboro	OR	97124		12/28/2017	\$3,500.00	Suppliers, Vendors, or Services
Ji Ji Collection Inc	2027 Laura Ave		Huntington Park	CA	90255		10/31/2017	\$486.50	Suppliers, Vendors, or Services
Ji Ji Collection Inc	2027 Laura Ave		Huntington Park	CA	90255		11/10/2017	\$556.00	Suppliers, Vendors, or Services
Ji Ji Collection Inc	2027 Laura Ave		Huntington Park	CA	90255		11/22/2017	\$10,355.50	Suppliers, Vendors, or Services
JK Artists	324 S. Beverly Drive #198		Beverly Hills	CA	90212-4801		11/14/2017	\$1,200.00	Suppliers, Vendors, or Services
JK Artists	324 S. Beverly Drive #198		Beverly Hills	CA	90212-4801		1/4/2018	\$6,900.00	Suppliers, Vendors, or Services
JOA BLUPEPPER MOONRI	1801 E. 50th St.		Los Angeles	CA	90058		11/17/2017	\$10,017.00	Suppliers, Vendors, or Services
JOA BLUPEPPER MOONRI	1801 E. 50th St.		Los Angeles	CA	90058		11/18/2017	\$3,577.50	Suppliers, Vendors, or Services
JOA BLUPEPPER MOONRI	1801 E. 50th St.		Los Angeles	CA	90058		12/23/2017	\$24,982.80	Suppliers, Vendors, or Services
JOA BLUPEPPER MOONRI	1801 E. 50th St.		Los Angeles	CA	90058		12/29/2017	\$24,471.00	Suppliers, Vendors, or Services
Joyful Jewelry, Inc.	55 Midtown Bridge Approach		Hackensack	NJ	07601		10/13/2017	\$1,755.00	Suppliers, Vendors, or Services
Joyful Jewelry, Inc.	55 Midtown Bridge Approach		Hackensack	NJ	07601		10/18/2017	\$660.00	Suppliers, Vendors, or Services
Joyful Jewelry, Inc.	55 Midtown Bridge Approach		Hackensack	NJ	07601		10/27/2017	\$4,860.20	Suppliers, Vendors, or Services
JP ORIGINAL CORP	19101 E. Walnut Drive North		City of Industry	CA	91748		10/13/2017	\$414.00	Suppliers, Vendors, or Services
JP ORIGINAL CORP	19101 E. Walnut Drive North		City of Industry	CA	91748		10/18/2017	\$5,792.40	Suppliers, Vendors, or Services
JP ORIGINAL CORP	19101 E. Walnut Drive North		City of Industry	CA	91748		10/20/2017	\$12,616.20	Suppliers, Vendors, or Services

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Certain payments or transfers to creditors within 90 days before filing this case

Creditor's name	Address 1	Address 2	City	State	Zip	Country	Date	Total amount or value	Reason for payment or transfer (e.g. Secured debt, Unsecured loan repayments, Suppliers or vendors, Services, or Other)
JP ORIGINAL CORP	19101 E. Walnut Drive North		City of Industry	CA	91748		10/31/2017	\$324,893.70	Suppliers, Vendors, or Services
JP ORIGINAL CORP	19101 E. Walnut Drive North		City of Industry	CA	91748		11/3/2017	\$81,232.50	Suppliers, Vendors, or Services
JP ORIGINAL CORP	19101 E. Walnut Drive North		City of Industry	CA	91748		11/7/2017	\$27,847.95	Suppliers, Vendors, or Services
JP ORIGINAL CORP	19101 E. Walnut Drive North		City of Industry	CA	91748		11/10/2017	\$17,621.40	Suppliers, Vendors, or Services
JP ORIGINAL CORP	19101 E. Walnut Drive North		City of Industry	CA	91748		11/14/2017	\$1,602.40	Suppliers, Vendors, or Services
JP ORIGINAL CORP	19101 E. Walnut Drive North		City of Industry	CA	91748		11/22/2017	\$7,790.50	Suppliers, Vendors, or Services
JP ORIGINAL CORP	19101 E. Walnut Drive North		City of Industry	CA	91748		12/1/2017	\$110,816.55	Suppliers, Vendors, or Services
Julie Campbell	855 Oneonta Dr.		Los Angeles	CA	90065		11/1/2017	\$3,000.00	Suppliers, Vendors, or Services
Julie Campbell	855 Oneonta Dr.		Los Angeles	CA	90065		11/30/2017	\$3,000.00	Suppliers, Vendors, or Services
JULIE CAMPBELL	855 Oneonta Dr.		Los Angeles	CA	90065		12/1/2017	\$3,000.00	Suppliers, Vendors, or Services
Julie Campbell	855 Oneonta Dr.		Los Angeles	CA	90065		12/28/2017	\$3,000.00	Suppliers, Vendors, or Services
K TOO USA	1152 Crocker St.		Los Angeles	CA	90021		11/01/2017	\$2,433.50	Suppliers, Vendors, or Services
K TOO USA	1152 Crocker St.		Los Angeles	CA	90021		11/15/2017	\$6,831.00	Suppliers, Vendors, or Services
K TOO USA	1152 Crocker St.		Los Angeles	CA	90021		11/19/2017	\$7,750.05	Suppliers, Vendors, or Services
Kafe Design	807 E. 12th Street Unit #108		Los Angeles	CA	90021		11/14/2017	\$6,900.00	Suppliers, Vendors, or Services
Keter Environment Service	PO Box 417468		Boston	MA	02241-7468		10/18/2017	\$15,326.29	Suppliers, Vendors, or Services
Keter Environment Service	PO Box 417468		Boston	MA	02241-7468		10/26/2017	\$15,326.29	Suppliers, Vendors, or Services
Keter Environment Service	PO Box 417468		Boston	MA	02241-7468		11/14/2017	\$15,556.20	Suppliers, Vendors, or Services
KEY EQUIP	1000 South Mccaslin Blvd		Superior	CO	80027		10/16/2017	\$14,379.49	CAPITAL LEASE
KEY EQUIP	1000 South Mccaslin Blvd		Superior	CO	80027		10/25/2017	\$18,914.80	CAPITAL LEASE
KEY EQUIP	1000 South Mccaslin Blvd		Superior	CO	80027		11/8/2017	\$2,463.45	CAPITAL LEASE
KEY EQUIP	1000 South Mccaslin Blvd		Superior	CO	80027		11/16/2017	\$14,379.49	CAPITAL LEASE
KEY EQUIP	1000 South Mccaslin Blvd		Superior	CO	80027		11/30/2017	\$52,176.19	CAPITAL LEASE
KEY EQUIP	1000 South Mccaslin Blvd		Superior	CO	80027		12/11/2017	\$2,463.45	CAPITAL LEASE
KEY EQUIP	1000 South Mccaslin Blvd		Superior	CO	80027		12/18/2017	\$14,379.49	CAPITAL LEASE
KEY EQUIP	1000 South Mccaslin Blvd		Superior	CO	80027		12/26/2017	\$18,914.80	CAPITAL LEASE
KEY EQUIP	1000 South Mccaslin Blvd		Superior	CO	80027		1/2/2018	\$33,261.39	CAPITAL LEASE
Killeen Mail, LLC	c/o Trigild	9339 Genesee Ave, Suite 130	San Diego	CA	92121		11/3/2017	\$13,307.71	Rent
Killeen Mail, LLC	c/o Trigild	9339 Genesee Ave, Suite 130	San Diego	CA	92121		12/1/2017	\$13,307.71	Rent
Kimera International Inc dba Liliانا Shoes	18400 San Jose Ave.		City of Industry	CA	91748		10/13/2017	\$7,874.50	Suppliers, Vendors, or Services
Kimera International Inc dba Liliانا Shoes	18400 San Jose Ave.		City of Industry	CA	91748		10/18/2017	\$11,559.70	Suppliers, Vendors, or Services
Kimera International Inc dba Liliانا Shoes	18400 San Jose Ave.		City of Industry	CA	91748		10/20/2017	\$12,376.55	Suppliers, Vendors, or Services
Kimera International Inc dba Liliانا Shoes	18400 San Jose Ave.		City of Industry	CA	91748		10/27/2017	\$4,243.20	Suppliers, Vendors, or Services
Kimera International Inc dba Liliانا Shoes	18400 San Jose Ave.		City of Industry	CA	91748		11/7/2017	\$6,454.40	Suppliers, Vendors, or Services
Kimera International Inc dba Liliانا Shoes	18400 San Jose Ave.		City of Industry	CA	91748		11/14/2017	\$2,522.80	Suppliers, Vendors, or Services
Kimera International Inc dba Liliانا Shoes	18400 San Jose Ave.		City of Industry	CA	91748		11/17/2017	\$2,517.20	Suppliers, Vendors, or Services
Kimera International Inc dba Liliانا Shoes	18400 San Jose Ave.		City of Industry	CA	91748		12/1/2017	\$30,180.70	Suppliers, Vendors, or Services
Knitwork Productions/Say What	1639 Centre Street		Ridgewood	NY	11385		10/18/2017	\$8,983.50	Suppliers, Vendors, or Services
Knitwork Productions/Say What	1639 Centre Street		Ridgewood	NY	11385		11/14/2017	\$47,063.55	Suppliers, Vendors, or Services
Kronos Incorporated	900 Chelmsford Street		Lowell	MA	01851		10/13/2017	\$3,487.95	Suppliers, Vendors, or Services
Kronos Incorporated							12/13/2017	\$5,399.08	Suppliers, Vendors, or Services
KTKK Inc	1740 S Los Angeles St #204		Los Angeles	CA	90015		10/13/2017	\$5,649.00	Suppliers, Vendors, or Services
KTKK INC	1740 S Los Angeles St #204		Los Angeles	CA	90015		10/27/2017	\$17,931.00	Suppliers, Vendors, or Services
KTKK INC	1740 S Los Angeles St #204		Los Angeles	CA	90015		10/28/2017	\$10,228.75	Suppliers, Vendors, or Services
KTKK INC	1740 S Los Angeles St #204		Los Angeles	CA	90015		11/04/2017	\$30,442.05	Suppliers, Vendors, or Services
KTKK INC	1740 S Los Angeles St #204		Los Angeles	CA	90015		11/06/2017	\$7,113.75	Suppliers, Vendors, or Services
KTKK INC	1740 S Los Angeles St #204		Los Angeles	CA	90015		11/21/2017	\$15,111.50	Suppliers, Vendors, or Services
KTKK INC	1740 S Los Angeles St #204		Los Angeles	CA	90015		12/19/2017	\$4,180.00	Suppliers, Vendors, or Services
KTKK INC	1740 S Los Angeles St #204		Los Angeles	CA	90015		01/02/2018	\$7,500.35	Suppliers, Vendors, or Services
KTKK INC	1740 S Los Angeles St #204		Los Angeles	CA	90015		1/8/2018	\$34,644.75	Suppliers, Vendors, or Services
Kurtzman Carson Consultants LLC	2235 Alaska Ave		El Segundo	CA	90245		12/14/2017	\$20,000.00	Restructuring Professionals
L.A. Models	7700 Sunset Boulevard		Los Angeles	CA	90046		11/8/2017	\$2,400.00	Suppliers, Vendors, or Services
L.A. Models	7700 Sunset Boulevard		Los Angeles	CA	90046		1/4/2018	\$7,200.00	Suppliers, Vendors, or Services
LA REYNA	LOS ANGELES CA	721 E. 12th St # 2	Los Angeles	CA	90021		01/04/2018	\$23,112.50	Suppliers, Vendors, or Services

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Certain payments or transfers to creditors within 90 days before filing this case

Creditor's name	Address 1	Address 2	City	State	Zip	Country	Date	Total amount or value	Reason for payment or transfer (e.g. Secured debt, Unsecured loan repayments, Suppliers or vendors, Services, or Other)
LA3ACCESSORIES							11/02/2017	\$3,630.00	Suppliers, Vendors, or Services
LA3ACCESSORIES							11/11/2017	\$32,717.16	Suppliers, Vendors, or Services
LA3ACCESSORIES							11/17/2017	\$12,029.64	Suppliers, Vendors, or Services
LA3ACCESSORIES							11/22/2017	\$9,289.56	Suppliers, Vendors, or Services
LA3ACCESSORIES							11/29/2017	\$4,888.20	Suppliers, Vendors, or Services
LA3ACCESSORIES							12/29/2017	\$5,778.00	Suppliers, Vendors, or Services
Labanga	DT Los Angeles Inc dba Labanga	726 E 12th Street, Unit 113	Los Angeles	CA	90021		10/27/2017	\$1,860.00	Suppliers, Vendors, or Services
Labanga	DT Los Angeles Inc dba Labanga	726 E 12th Street, Unit 113	Los Angeles	CA	90021		10/31/2017	\$936.00	Suppliers, Vendors, or Services
Labanga	DT Los Angeles Inc dba Labanga	726 E 12th Street, Unit 113	Los Angeles	CA	90021		11/7/2017	\$560.00	Suppliers, Vendors, or Services
Labanga	DT Los Angeles Inc dba Labanga	726 E 12th Street, Unit 113	Los Angeles	CA	90021		11/10/2017	\$4,590.00	Suppliers, Vendors, or Services
Lac Bleu Inc.	1001 Towne Ave # 114		Los Angeles	CA	90021		10/20/2017	\$680.00	Suppliers, Vendors, or Services
Lac Bleu Inc.	1001 Towne Ave # 114		Los Angeles	CA	90021		10/27/2017	\$6,799.20	Suppliers, Vendors, or Services
Lac Bleu Inc.	1001 Towne Ave # 114		Los Angeles	CA	90021		10/31/2017	\$3,568.00	Suppliers, Vendors, or Services
Lakeline Developers	867895 Reliable Parkway		Chicago	IL	60686-0078		11/3/2017	\$21,894.04	Rent
Lakeline Developers	867895 Reliable Parkway		Chicago	IL	60686-0078		12/1/2017	\$21,894.04	Rent
LAON FASHION CORP	Main Office/Warehouse	15 Liberty Street	Little Ferry	NJ	07040		12/06/2017	\$7,575.00	Suppliers, Vendors, or Services
Le Meilleur Inc.	3055 Fruitland Ave		Los Angeles	CA	90058		10/13/2017	\$777.00	Suppliers, Vendors, or Services
Le Meilleur Inc.	3055 Fruitland Ave		Los Angeles	CA	90058		10/20/2017	\$4,820.40	Suppliers, Vendors, or Services
Le Meilleur Inc.	3055 Fruitland Ave		Los Angeles	CA	90058		10/27/2017	\$13,630.75	Suppliers, Vendors, or Services
Le Meilleur Inc.	3055 Fruitland Ave		Los Angeles	CA	90058		10/31/2017	\$8,235.00	Suppliers, Vendors, or Services
Le Meilleur Inc.	3055 Fruitland Ave		Los Angeles	CA	90058		11/10/2017	\$2,880.00	Suppliers, Vendors, or Services
Le Meilleur Inc.	3055 Fruitland Ave		Los Angeles	CA	90058		11/22/2017	\$102.00	Suppliers, Vendors, or Services
LEASE DIRECT WEBPAY (CISCO CAPITAL)	PO Box 41602		Philadelphia	PA	19101		12/4/2017	\$8,267.39	CAPITAL LEASE
LEASE DIRECT WEBPAY (CISCO CAPITAL)	PO Box 41602		Philadelphia	PA	19101		1/3/2018	\$8,267.39	CAPITAL LEASE
Legend Footwear Inc.	19445 E. Walnut Dr. North		City of Industry	CA	91789		10/13/2017	\$10,876.30	Suppliers, Vendors, or Services
Legend Footwear Inc.	19445 E. Walnut Dr. North		City of Industry	CA	91789		10/18/2017	\$2,531.40	Suppliers, Vendors, or Services
Legend Footwear Inc.	19445 E. Walnut Dr. North		City of Industry	CA	91789		10/20/2017	\$94,538.80	Suppliers, Vendors, or Services
Legend Footwear Inc.	19445 E. Walnut Dr. North		City of Industry	CA	91789		10/31/2017	\$109,585.75	Suppliers, Vendors, or Services
Legend Footwear Inc.	19445 E. Walnut Dr. North		City of Industry	CA	91789		11/7/2017	\$45,093.15	Suppliers, Vendors, or Services
Legend Footwear Inc.	19445 E. Walnut Dr. North		City of Industry	CA	91789		11/22/2017	\$468.00	Suppliers, Vendors, or Services
LEVANTE USA							10/18/2017	\$14,399.00	Suppliers, Vendors, or Services
LEVANTE USA							11/04/2017	\$1,875.50	Suppliers, Vendors, or Services
LEVANTE USA							11/11/2017	\$4,013.75	Suppliers, Vendors, or Services
Limerance Co	Andree International Inc dba Limerance	1015 Crocker St Suite Q-6	Los Angeles	CA	90021		10/18/2017	\$5,404.00	Suppliers, Vendors, or Services
Limerance Co	Andree International Inc dba Limerance	1015 Crocker St Suite Q-6	Los Angeles	CA	90021		10/27/2017	\$1,725.00	Suppliers, Vendors, or Services
Limerance Co	Andree International Inc dba Limerance	1015 Crocker St Suite Q-6	Los Angeles	CA	90021		11/7/2017	\$810.00	Suppliers, Vendors, or Services
Limerance Co	Andree International Inc dba Limerance	1015 Crocker St Suite Q-6	Los Angeles	CA	90021		11/14/2017	\$4,230.00	Suppliers, Vendors, or Services
LINKEDIN							12/18/2017	\$19,267.95	Suppliers, Vendors, or Services
Listrak	100 West Millport Road		Lititz	PA	17543		10/13/2017	\$180.04	Suppliers, Vendors, or Services
Listrak	100 West Millport Road		Lititz	PA	17543		10/18/2017	\$18,127.00	Suppliers, Vendors, or Services
Listrak	100 West Millport Road		Lititz	PA	17543		11/2/2017	\$180.32	Suppliers, Vendors, or Services
Listrak	100 West Millport Road		Lititz	PA	17543		11/14/2017	\$999.90	Suppliers, Vendors, or Services
Listrak	100 West Millport Road		Lititz	PA	17543		12/6/2017	\$6,398.91	Suppliers, Vendors, or Services
Listrak	100 West Millport Road		Lititz	PA	17543		12/19/2017	\$18,127.06	Suppliers, Vendors, or Services
LISTRAK	100 West Millport Road		Lititz	PA	17543		12/04/2017	\$463.11	Suppliers, Vendors, or Services
LISTRAK	100 West Millport Road		Lititz	PA	17543		01/06/2018	\$12,775.97	Suppliers, Vendors, or Services
LOUISE PARIS	C/O MILBERG FACTORS, INC.	99 PARK AVENUE	NEW YORK	NY	10016		10/27/2017	\$26,954.00	Suppliers, Vendors, or Services
LOUISE PARIS	C/O MILBERG FACTORS, INC.	99 PARK AVENUE	NEW YORK	NY	10016		11/7/2017	\$22,974.00	Suppliers, Vendors, or Services

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Certain payments or transfers to creditors within 90 days before filing this case

Creditor's name	Address 1	Address 2	City	State	Zip	Country	Date	Total amount or value	Reason for payment or transfer (e.g. Secured debt, Unsecured loan repayments, Suppliers or vendors, Services, or Other)
LOUISE PARIS	C/O MILBERG FACTORS, INC.	99 PARK AVENUE	NEW YORK	NY	10016		11/14/2017	\$8,691.00	Suppliers, Vendors, or Services
LOVE LETTER	Rosenthal & Rosenthal, Inc.	PO Box 88926	Chicago	IL	60695-1926		1/8/2018	\$71,020.40	Suppliers, Vendors, or Services
Love Letter Collection	c/o Rosenthal & Rosenthal Inc	PO Box 88926	Chicago	IL	60695-1926		10/18/2017	\$45,388.00	Suppliers, Vendors, or Services
Love Letter Collection	c/o Rosenthal & Rosenthal Inc	PO Box 88926	Chicago	IL	60695-1926		10/20/2017	\$18,347.00	Suppliers, Vendors, or Services
Love Letter Collection	c/o Rosenthal & Rosenthal Inc	PO Box 88926	Chicago	IL	60695-1926		10/27/2017	\$33,786.25	Suppliers, Vendors, or Services
Love Letter Collection	c/o Rosenthal & Rosenthal Inc	PO Box 88926	Chicago	IL	60695-1926		11/7/2017	\$141,853.30	Suppliers, Vendors, or Services
Love Letter Collection	c/o Rosenthal & Rosenthal Inc	PO Box 88926	Chicago	IL	60695-1926		11/10/2017	\$7,087.50	Suppliers, Vendors, or Services
Love Letter Collection	c/o Rosenthal & Rosenthal Inc	PO Box 88926	Chicago	IL	60695-1926		11/14/2017	\$16,815.00	Suppliers, Vendors, or Services
Love Letter Collection	c/o Rosenthal & Rosenthal Inc	PO Box 88926	Chicago	IL	60695-1926		11/17/2017	\$938.00	Suppliers, Vendors, or Services
LOVE NOTE	333 Westminster Ave # 103		Los Angeles	CA	90020		09/29/2017	\$19,290.00	Suppliers, Vendors, or Services
LOVE NOTE	333 Westminster Ave # 103		Los Angeles	CA	90020		09/30/2017	\$26,178.75	Suppliers, Vendors, or Services
LOVE NOTE	333 Westminster Ave # 103		Los Angeles	CA	90020		10/05/2017	\$44,137.60	Suppliers, Vendors, or Services
LOVE NOTE	333 Westminster Ave # 103		Los Angeles	CA	90020		10/06/2017	\$5,500.00	Suppliers, Vendors, or Services
LOVE NOTE	333 Westminster Ave # 103		Los Angeles	CA	90020		10/07/2017	\$20,613.25	Suppliers, Vendors, or Services
LOVE NOTE	333 Westminster Ave # 103		Los Angeles	CA	90020		10/11/2017	\$1,815.00	Suppliers, Vendors, or Services
LOVE NOTE	333 Westminster Ave # 103		Los Angeles	CA	90020		10/12/2017	\$12,476.25	Suppliers, Vendors, or Services
LOVE NOTE	333 Westminster Ave # 103		Los Angeles	CA	90020		10/17/2017	\$89,305.75	Suppliers, Vendors, or Services
LOVE NOTE	333 Westminster Ave # 103		Los Angeles	CA	90020		10/18/2017	\$16,784.25	Suppliers, Vendors, or Services
LOVE NOTE	333 Westminster Ave # 103		Los Angeles	CA	90020		10/24/2017	\$8,796.50	Suppliers, Vendors, or Services
LOVE NOTE	333 Westminster Ave # 103		Los Angeles	CA	90020		10/26/2017	\$9,308.00	Suppliers, Vendors, or Services
LOVE NOTE	333 Westminster Ave # 103		Los Angeles	CA	90020		10/28/2017	\$48,290.00	Suppliers, Vendors, or Services
LOVE NOTE	333 Westminster Ave # 103		Los Angeles	CA	90020		11/01/2017	\$5,985.00	Suppliers, Vendors, or Services
LOVE NOTE	333 Westminster Ave # 103		Los Angeles	CA	90020		11/04/2017	\$5,510.00	Suppliers, Vendors, or Services
LOVE NOTE	333 Westminster Ave # 103		Los Angeles	CA	90020		11/08/2017	\$780.00	Suppliers, Vendors, or Services
LOVE NOTE	333 Westminster Ave # 103		Los Angeles	CA	90020		11/09/2017	\$37,966.00	Suppliers, Vendors, or Services
LOVE NOTE	333 Westminster Ave # 103		Los Angeles	CA	90020		11/11/2017	\$810.00	Suppliers, Vendors, or Services
LOVE NOTE	333 Westminster Ave # 103		Los Angeles	CA	90020		11/15/2017	\$8,792.00	Suppliers, Vendors, or Services
LOVE NOTE	333 Westminster Ave # 103		Los Angeles	CA	90020		11/18/2017	\$8,282.50	Suppliers, Vendors, or Services
LOVE NOTE	333 Westminster Ave # 103		Los Angeles	CA	90020		11/21/2017	\$18,850.00	Suppliers, Vendors, or Services
LOVE NOTE	333 Westminster Ave # 103		Los Angeles	CA	90020		11/22/2017	\$13,065.00	Suppliers, Vendors, or Services
LOVE NOTE	333 Westminster Ave # 103		Los Angeles	CA	90020		11/23/2017	\$71,643.95	Suppliers, Vendors, or Services
LOVE NOTE	333 Westminster Ave # 103		Los Angeles	CA	90020		11/25/2017	\$16,567.50	Suppliers, Vendors, or Services
LOVE NOTE	333 Westminster Ave # 103		Los Angeles	CA	90020		11/28/2017	\$31,283.25	Suppliers, Vendors, or Services
LOVE NOTE	333 Westminster Ave # 103		Los Angeles	CA	90020		11/29/2017	\$12,113.75	Suppliers, Vendors, or Services
LOVE NOTE	333 Westminster Ave # 103		Los Angeles	CA	90020		12/01/2017	\$9,360.00	Suppliers, Vendors, or Services
LOVE NOTE	333 Westminster Ave # 103		Los Angeles	CA	90020		12/04/2017	\$69,230.00	Suppliers, Vendors, or Services
LOVE NOTE	333 Westminster Ave # 103		Los Angeles	CA	90020		12/05/2017	\$69,929.50	Suppliers, Vendors, or Services
LOVE NOTE	333 Westminster Ave # 103		Los Angeles	CA	90020		12/06/2017	\$31,770.00	Suppliers, Vendors, or Services
LOVE NOTE	333 Westminster Ave # 103		Los Angeles	CA	90020		12/08/2017	\$17,074.00	Suppliers, Vendors, or Services
LOVE NOTE	333 Westminster Ave # 103		Los Angeles	CA	90020		12/09/2017	\$14,400.00	Suppliers, Vendors, or Services
LOVE NOTE	333 Westminster Ave # 103		Los Angeles	CA	90020		12/12/2017	\$23,845.75	Suppliers, Vendors, or Services
LOVE NOTE	333 Westminster Ave # 103		Los Angeles	CA	90020		12/14/2017	\$24,683.00	Suppliers, Vendors, or Services
LOVE NOTE	333 Westminster Ave # 103		Los Angeles	CA	90020		12/16/2017	\$1,260.00	Suppliers, Vendors, or Services
LOVE NOTE	333 Westminster Ave # 103		Los Angeles	CA	90020		12/19/2017	\$23,758.00	Suppliers, Vendors, or Services
LOVE NOTE	333 Westminster Ave # 103		Los Angeles	CA	90020		12/20/2017	\$1,260.00	Suppliers, Vendors, or Services
LOVE NOTE	333 Westminster Ave # 103		Los Angeles	CA	90020		12/21/2017	\$60,906.35	Suppliers, Vendors, or Services
LOVE NOTE	333 Westminster Ave # 103		Los Angeles	CA	90020		12/22/2017	\$21,870.00	Suppliers, Vendors, or Services
LOVE NOTE	333 Westminster Ave # 103		Los Angeles	CA	90020		12/27/2017	\$55,419.25	Suppliers, Vendors, or Services
LOVE NOTE	333 Westminster Ave # 103		Los Angeles	CA	90020		12/28/2017	\$10,150.00	Suppliers, Vendors, or Services
LOVE NOTE	333 Westminster Ave # 103		Los Angeles	CA	90020		12/29/2017	\$34,060.50	Suppliers, Vendors, or Services
LOVE NOTE	333 Westminster Ave # 103		Los Angeles	CA	90020		12/30/2017	\$19,130.50	Suppliers, Vendors, or Services
LOVE NOTE	333 Westminster Ave # 103		Los Angeles	CA	90020		01/04/2018	\$28,830.25	Suppliers, Vendors, or Services
LOVE NOTE	333 Westminster Ave # 103		Los Angeles	CA	90020		1/8/2018	\$42,681.00	Suppliers, Vendors, or Services
Love Republic	1172 S. Crocker St		Los Angeles	CA	90021		10/27/2017	\$8,665.00	Suppliers, Vendors, or Services
Love Republic	1172 S. Crocker St		Los Angeles	CA	90021		10/31/2017	\$7,273.00	Suppliers, Vendors, or Services
Love Republic	1172 S. Crocker St		Los Angeles	CA	90021		11/10/2017	\$10,563.00	Suppliers, Vendors, or Services



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Certain payments or transfers to creditors within 90 days before filing this case

Creditor's name	Address 1	Address 2	City	State	Zip	Country	Date	Total amount or value	Reason for payment or transfer (e.g. Secured debt, Unsecured loan repayments, Suppliers or vendors, Services, or Other)
LOVE SONG APPAREL	800 E 12TH ST #120		Los Angeles	CA	90021		11/01/2017	\$16,512.00	Suppliers, Vendors, or Services
LOVE SONG APPAREL	800 E 12TH ST #120		Los Angeles	CA	90021		11/08/2017	\$936.00	Suppliers, Vendors, or Services
LOVE SONG APPAREL	800 E 12TH ST #120		Los Angeles	CA	90021		11/11/2017	\$24,367.50	Suppliers, Vendors, or Services
LOVE SONG APPAREL	800 E 12TH ST #120		Los Angeles	CA	90021		11/28/2017	\$12,568.00	Suppliers, Vendors, or Services
LOVE SONG APPAREL	800 E 12TH ST #120		Los Angeles	CA	90021		12/02/2017	\$52,591.50	Suppliers, Vendors, or Services
LOVE SONG APPAREL	800 E 12TH ST #120		Los Angeles	CA	90021		12/14/2017	\$11,868.00	Suppliers, Vendors, or Services
Love Tree	c/o Finance One, Inc.	PO Box 740952	Los Angeles	CA	90074		11/10/2017	\$5,977.00	Suppliers, Vendors, or Services
Love Tree	c/o Finance One, Inc.	PO Box 740952	Los Angeles	CA	90074		11/22/2017	\$17,397.83	Suppliers, Vendors, or Services
LUCENT	5515 Daniels St.		Chino	CA	91710		10/13/2017	\$2,340.00	Suppliers, Vendors, or Services
LUCENT	5515 Daniels St.		Chino	CA	91710		10/27/2017	\$2,651.00	Suppliers, Vendors, or Services
LUCENT	5515 Daniels St.		Chino	CA	91710		10/31/2017	\$1,070.16	Suppliers, Vendors, or Services
LUCENT	5515 Daniels St.		Chino	CA	91710		11/7/2017	\$1,584.00	Suppliers, Vendors, or Services
LUCENT	5515 Daniels St.		Chino	CA	91710		11/10/2017	\$3,456.00	Suppliers, Vendors, or Services
LUCENT	5515 Daniels St.		Chino	CA	91710		11/14/2017	\$684.00	Suppliers, Vendors, or Services
LULUMARI	754 E. 12th St. #2		Los Angeles	CA	90021		11/15/2017	\$6,359.00	Suppliers, Vendors, or Services
LULUMARI	754 E. 12th St. #2		Los Angeles	CA	90021		11/17/2017	\$9,625.80	Suppliers, Vendors, or Services
LULUMARI	754 E. 12th St. #2		Los Angeles	CA	90021		12/06/2017	\$953.75	Suppliers, Vendors, or Services
LULUMARI	754 E. 12th St. #2		Los Angeles	CA	90021		12/09/2017	\$6,816.00	Suppliers, Vendors, or Services
LULUMARI	754 E. 12th St. #2		Los Angeles	CA	90021		12/11/2017	\$15,434.30	Suppliers, Vendors, or Services
LULUMARI	754 E. 12th St. #2		Los Angeles	CA	90021		12/16/2017	\$2,073.25	Suppliers, Vendors, or Services
LULUMARI	754 E. 12th St. #2		Los Angeles	CA	90021		12/20/2017	\$6,546.75	Suppliers, Vendors, or Services
LULUMARI	754 E. 12th St. #2		Los Angeles	CA	90021		01/03/2018	\$20,093.50	Suppliers, Vendors, or Services
LULUMARI	754 E. 12th St. #2		Los Angeles	CA	90021		01/04/2018	\$16,728.50	Suppliers, Vendors, or Services
Lulumari Inc	754 E. 12th St. #2		Los Angeles	CA	90021		10/18/2017	\$1,165.50	Suppliers, Vendors, or Services
Lulumari Inc	754 E. 12th St. #2		Los Angeles	CA	90021		10/20/2017	\$10,381.00	Suppliers, Vendors, or Services
Lulumari Inc	754 E. 12th St. #2		Los Angeles	CA	90021		10/31/2017	\$2,760.00	Suppliers, Vendors, or Services
Lulumari Inc	754 E. 12th St. #2		Los Angeles	CA	90021		11/10/2017	\$3,370.00	Suppliers, Vendors, or Services
Lulumari Inc	754 E. 12th St. #2		Los Angeles	CA	90021		11/14/2017	\$14,141.50	Suppliers, Vendors, or Services
Lulumari Inc	754 E. 12th St. #2		Los Angeles	CA	90021		11/17/2017	\$8,419.75	Suppliers, Vendors, or Services
Lulumari Inc	754 E. 12th St. #2		Los Angeles	CA	90021		11/22/2017	\$437.50	Suppliers, Vendors, or Services
LVLA Apparel	c/o Hana Financial, Inc.	Dept LA 24406	Pasadena	CA	91185-4406		10/13/2017	\$2,838.00	Suppliers, Vendors, or Services
LVLA Apparel	c/o Hana Financial, Inc.	Dept LA 24406	Pasadena	CA	91185-4406		10/27/2017	\$1,854.40	Suppliers, Vendors, or Services
LVLA Apparel	c/o Hana Financial, Inc.	Dept LA 24406	Pasadena	CA	91185-4406		11/10/2017	\$2,680.00	Suppliers, Vendors, or Services
LVLA Apparel	c/o Hana Financial, Inc.	Dept LA 24406	Pasadena	CA	91185-4406		11/22/2017	\$5,350.50	Suppliers, Vendors, or Services
LVLA Apparel	c/o Hana Financial, Inc.	Dept LA 24406	Pasadena	CA	91185-4406		1/6/2018	\$18,873.75	Suppliers, Vendors, or Services
Macerich Lubbock, LP	South Plains Mall	PO Box 849437	Los Angeles	CA	90084-9437		11/3/2017	\$50,700.91	Rent
Macerich Lubbock, LP	South Plains Mall	PO Box 849437	Los Angeles	CA	90084-9437		12/1/2017	\$50,700.91	Rent
Machi Footwear Inc	15302 E. Valley Blvd.		City of Industry	CA	91746		11/14/2017	\$10,234.55	Suppliers, Vendors, or Services
MACHINE JEANS	1015 S Crocker St #R26		LOS ANGELES	CA	90021		10/17/2017	\$11,040.00	Suppliers, Vendors, or Services
MACHINE JEANS	1015 S Crocker St #R26		LOS ANGELES	CA	90021		10/24/2017	\$4,200.00	Suppliers, Vendors, or Services
MACHINE JEANS	1015 S Crocker St #R26		LOS ANGELES	CA	90021		10/27/2017	\$36,084.00	Suppliers, Vendors, or Services
MACHINE JEANS	1015 S Crocker St #R26		LOS ANGELES	CA	90021		10/28/2017	\$6,900.00	Suppliers, Vendors, or Services
MACHINE JEANS	1015 S Crocker St #R26		LOS ANGELES	CA	90021		10/31/2017	\$1,620.00	Suppliers, Vendors, or Services
MACHINE JEANS	1015 S Crocker St #R26		LOS ANGELES	CA	90021		11/15/2017	\$6,450.00	Suppliers, Vendors, or Services
MACHINE JEANS	1015 S Crocker St #R26		LOS ANGELES	CA	90021		12/05/2017	\$15,066.00	Suppliers, Vendors, or Services
MACHINE JEANS	1015 S Crocker St #R26		LOS ANGELES	CA	90021		12/06/2017	\$4,050.00	Suppliers, Vendors, or Services
MACHINE JEANS	1015 S Crocker St #R26		LOS ANGELES	CA	90021		12/12/2017	\$8,586.00	Suppliers, Vendors, or Services
MACHINE JEANS	1015 S Crocker St #R26		LOS ANGELES	CA	90021		12/20/2017	\$15,264.00	Suppliers, Vendors, or Services
MACHINE JEANS	1015 S Crocker St #R26		LOS ANGELES	CA	90021		01/03/2018	\$3,547.20	Suppliers, Vendors, or Services
MACHINE JEANS	1015 S Crocker St #R26		LOS ANGELES	CA	90021		1/8/2018	\$14,580.00	Suppliers, Vendors, or Services
Mall at Gurnee Mills, LLC	6170 West Grand Avenue		Gurnee	IL	60031		11/3/2017	\$3,372.43	Rent
Mall at Gurnee Mills, LLC	6170 West Grand Avenue		Gurnee	IL	60031		12/1/2017	\$4,675.35	Rent
Mall at Ingram Park, LLC	PO Box 402936		Atlanta	GA	30384-2936		11/3/2017	\$48,355.44	Rent
Mall at Ingram Park, LLC	PO Box 402936		Atlanta	GA	30384-2936		12/1/2017	\$49,759.98	Rent
Mall at Katy Mills, LP	PO Box 100554		Atlanta	GA	30384-0554		11/3/2017	\$27,812.63	Rent
Mall at Katy Mills, LP	PO Box 100554		Atlanta	GA	30384-0554		12/1/2017	\$26,613.93	Rent

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Certain payments or transfers to creditors within 90 days before filing this case

Creditor's name	Address 1	Address 2	City	State	Zip	Country	Date	Total amount or value	Reason for payment or transfer (e.g. Secured debt, Unsecured loan repayments, Suppliers or vendors, Services, or Other)
Mall at Miami International, LLC	PO Box 643171		Pittsburgh	PA	15264-3171		11/3/2017	\$29,706.01	Rent
Mall at Miami International, LLC	PO Box 643171		Pittsburgh	PA	15264-3171		12/1/2017	\$29,706.01	Rent
Mall at Valle Vista, LLC	c/o WP Glimcher Inc.	180 East Broad Street	Columbus	OH	43215		11/3/2017	\$8,616.69	Rent
Mall del Norte, LLC	CBL #0414	PO Box 955607	St Louis	MO	63195-5607		11/3/2017	\$28,956.08	Rent
Mall del Norte, LLC	CBL #0414	PO Box 955607	St Louis	MO	63195-5607		12/1/2017	\$28,956.08	Rent
MARGARET KIM (FASHION DAILY)	401 N. Serrano Ave #304		Los Angeles	CA	90004		10/27/2017	\$4,000.00	Suppliers, Vendors, or Services
MARGARET KIM (FASHION DAILY)	401 N. Serrano Ave #304		Los Angeles	CA	90004		12/1/2017	\$3,000.00	Suppliers, Vendors, or Services
MARINEBLU SOIEBL	Latulle Corp dba Soieblu	1100 S. San Pedro St. # D-6	Los Angeles	CA	90015		09/30/2017	\$3,120.00	Suppliers, Vendors, or Services
MARINEBLU SOIEBL	Latulle Corp dba Soieblu	1100 S. San Pedro St. # D-6	Los Angeles	CA	90015		10/21/2017	\$16,471.00	Suppliers, Vendors, or Services
MARINEBLU SOIEBL	Latulle Corp dba Soieblu	1100 S. San Pedro St. # D-6	Los Angeles	CA	90015		11/01/2017	\$7,841.00	Suppliers, Vendors, or Services
MARINEBLU SOIEBL	Latulle Corp dba Soieblu	1100 S. San Pedro St. # D-6	Los Angeles	CA	90015		11/18/2017	\$1,620.00	Suppliers, Vendors, or Services
MARYLAND DEPT OF REV							10/20/2017	\$13,489.41	SALES TAX
MARYLAND DEPT OF REV							11/22/2017	\$12,129.79	SALES TAX
MARYLAND DEPT OF REV							12/20/2017	\$11,372.07	SALES TAX
MEBON	1001 Towne Ave #115		Los Angeles	CA	90021		11/07/2017	\$750.00	Suppliers, Vendors, or Services
MEBON	1001 Towne Ave #115		Los Angeles	CA	90021		11/11/2017	\$11,400.00	Suppliers, Vendors, or Services
MEBON	1001 Towne Ave #115		Los Angeles	CA	90021		11/18/2017	\$6,670.00	Suppliers, Vendors, or Services
MEBON	1001 Towne Ave #115		Los Angeles	CA	90021		11/21/2017	\$3,570.00	Suppliers, Vendors, or Services
MEBON	1001 Towne Ave #115		Los Angeles	CA	90021		12/06/2017	\$2,682.50	Suppliers, Vendors, or Services
MEBON	1001 Towne Ave #115		Los Angeles	CA	90021		12/08/2017	\$8,868.00	Suppliers, Vendors, or Services
MEBON	1001 Towne Ave #115		Los Angeles	CA	90021		12/09/2017	\$8,787.50	Suppliers, Vendors, or Services
Memorial City Mall, LP	303 Memorial City, Suite 303		Houston	TX	77024		11/3/2017	\$5,000.00	Rent
Memorial City Mall, LP	303 Memorial City, Suite 303		Houston	TX	77024		12/1/2017	\$5,000.00	Rent
Meridian Services Inc	1018 El Dorado Dr		Fullerton	CA	92835		11/14/2017	\$5,499.41	Suppliers, Vendors, or Services
Meridian Services Inc	1018 El Dorado Dr		Fullerton	CA	92835		11/22/2017	\$3,147.59	Suppliers, Vendors, or Services
Meridian Services Inc	1018 El Dorado Dr		Fullerton	CA	92835		12/19/2017	\$2,885.18	Suppliers, Vendors, or Services
MERITAIN HEALTH	P.O. Box 8000 Dept 207		Buffalo	NY	14267		10/13/2017	\$34,193.91	Suppliers, Vendors, or Services
MERITAIN HEALTH	P.O. Box 8000 Dept 207		Buffalo	NY	14267		10/17/2017	\$11,597.62	Suppliers, Vendors, or Services
MERITAIN HEALTH	P.O. Box 8000 Dept 207		Buffalo	NY	14267		10/24/2017	\$20,195.49	Suppliers, Vendors, or Services
MERITAIN HEALTH	P.O. Box 8000 Dept 207		Buffalo	NY	14267		11/7/2017	\$32,952.13	Suppliers, Vendors, or Services
MERITAIN HEALTH	P.O. Box 8000 Dept 207		Buffalo	NY	14267		11/10/2017	\$36,630.80	Suppliers, Vendors, or Services
MERITAIN HEALTH	P.O. Box 8000 Dept 207		Buffalo	NY	14267		11/14/2017	\$16,104.08	Suppliers, Vendors, or Services
MERITAIN HEALTH	P.O. Box 8000 Dept 207		Buffalo	NY	14267		11/21/2017	\$9,415.48	Suppliers, Vendors, or Services
MERITAIN HEALTH	P.O. Box 8000 Dept 207		Buffalo	NY	14267		11/28/2017	\$18,911.77	Suppliers, Vendors, or Services
MERITAIN HEALTH	P.O. Box 8000 Dept 207		Buffalo	NY	14267		12/5/2017	\$14,146.76	Suppliers, Vendors, or Services
MERITAIN HEALTH	P.O. Box 8000 Dept 207		Buffalo	NY	14267		12/8/2017	\$35,982.03	Suppliers, Vendors, or Services
MERITAIN HEALTH	P.O. Box 8000 Dept 207		Buffalo	NY	14267		12/12/2017	\$21,776.33	Suppliers, Vendors, or Services
MERITAIN HEALTH	P.O. Box 8000 Dept 207		Buffalo	NY	14267		12/19/2017	\$5,125.12	Suppliers, Vendors, or Services
MERITAIN HEALTH	P.O. Box 8000 Dept 207		Buffalo	NY	14267		12/27/2017	\$17,086.07	Suppliers, Vendors, or Services
MERITAIN HEALTH	P.O. Box 8000 Dept 207		Buffalo	NY	14267		1/3/2018	\$17,539.08	Suppliers, Vendors, or Services
Mesilla Valley Mall, LLC	PO Box 645577		Cincinnati	OH	45264-5577		11/3/2017	\$19,103.62	Rent
Mesilla Valley Mall, LLC	PO Box 645577		Cincinnati	OH	45264-5577		12/1/2017	\$19,103.62	Rent
Metlife Group Benefits	PO Box 14593		Lexington	KY	40512		11/8/2017	\$10,221.98	Suppliers, Vendors, or Services
Metlife Group Benefits	PO Box 14593		Lexington	KY	40512		12/6/2017	\$18,210.81	Suppliers, Vendors, or Services
MICHEL	727 E. PICO BLVD. SUITE 7		LOS ANGELES	CA	90021		10/03/2017	\$18,110.90	Suppliers, Vendors, or Services
MICHEL	727 E. PICO BLVD. SUITE 7		LOS ANGELES	CA	90021		10/04/2017	\$13,686.40	Suppliers, Vendors, or Services
MICHEL	727 E. PICO BLVD. SUITE 7		LOS ANGELES	CA	90021		10/07/2017	\$1,953.00	Suppliers, Vendors, or Services
MICHEL	727 E. PICO BLVD. SUITE 7		LOS ANGELES	CA	90021		10/14/2017	\$16,672.50	Suppliers, Vendors, or Services
MICHEL	727 E. PICO BLVD. SUITE 7		LOS ANGELES	CA	90021		10/20/2017	\$22,794.00	Suppliers, Vendors, or Services
MICHEL	727 E. PICO BLVD. SUITE 7		LOS ANGELES	CA	90021		10/26/2017	\$1,880.20	Suppliers, Vendors, or Services
MICHEL	727 E. PICO BLVD. SUITE 7		LOS ANGELES	CA	90021		11/07/2017	\$5,150.40	Suppliers, Vendors, or Services
MICHEL	727 E. PICO BLVD. SUITE 7		LOS ANGELES	CA	90021		11/11/2017	\$6,183.00	Suppliers, Vendors, or Services

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Certain payments or transfers to creditors within 90 days before filing this case

Creditor's name	Address 1	Address 2	City	State	Zip	Country	Date	Total amount or value	Reason for payment or transfer (e.g. Secured debt, Unsecured loan repayments, Suppliers or vendors, Services, or Other)
MICHEL	727 E. PICO BLVD. SUITE 7		LOS ANGELES	CA	90021		11/17/2017	\$1,350.00	Suppliers, Vendors, or Services
MICHEL	727 E. PICO BLVD. SUITE 7		LOS ANGELES	CA	90021		11/30/2017	\$6,274.80	Suppliers, Vendors, or Services
MICHEL	727 E. PICO BLVD. SUITE 7		LOS ANGELES	CA	90021		12/16/2017	\$2,733.75	Suppliers, Vendors, or Services
MICHEL	727 E. PICO BLVD. SUITE 7		LOS ANGELES	CA	90021		12/17/2017	\$4,142.25	Suppliers, Vendors, or Services
MICHEL	727 E. PICO BLVD. SUITE 7		LOS ANGELES	CA	90021		12/22/2017	\$19,941.00	Suppliers, Vendors, or Services
MICHEL	727 E. PICO BLVD. SUITE 7		LOS ANGELES	CA	90021		12/23/2017	\$27,224.85	Suppliers, Vendors, or Services
MICHEL	727 E. PICO BLVD. SUITE 7		LOS ANGELES	CA	90021		01/03/2018	\$20,837.20	Suppliers, Vendors, or Services
MICHEL	727 E. PICO BLVD. SUITE 7		LOS ANGELES	CA	90021		01/04/2018	\$1,860.00	Suppliers, Vendors, or Services
Midland Park Mall, LP	PO Box 643378		Pittsburgh	PA	15264-3378		11/3/2017	\$32,218.99	Rent
Midland Park Mall, LP	PO Box 643378		Pittsburgh	PA	15264-3378		12/1/2017	\$36,285.25	Rent
Milpitas Mills, LP	PO Box 409714		Atlanta	GA	30384-9714		11/3/2017	\$30,242.98	Rent
Milpitas Mills, LP	PO Box 409714		Atlanta	GA	30384-9714		12/1/2017	\$30,242.98	Rent
Mind Code/Mono B	747 E 10th St # 107		Los Angeles	CA	90021		10/31/2017	\$869.50	Suppliers, Vendors, or Services
Mind Code/Mono B	747 E 10th St # 107		Los Angeles	CA	90021		11/10/2017	\$3,024.00	Suppliers, Vendors, or Services
Mind Code/Mono B	747 E 10th St # 107		Los Angeles	CA	90021		11/14/2017	\$7,049.50	Suppliers, Vendors, or Services
MINE (EDGE CLOTHING) INC.	1801 E. 50th Street		Los Angeles	CA	90058		10/27/2017	\$17,219.65	Suppliers, Vendors, or Services
MINE (EDGE CLOTHING) INC.	1801 E. 50th Street		Los Angeles	CA	90058		10/31/2017	\$1,076.75	Suppliers, Vendors, or Services
MINE (EDGE CLOTHING) INC.	1801 E. 50th Street		Los Angeles	CA	90058		11/7/2017	\$5,724.00	Suppliers, Vendors, or Services
MINE (EDGE CLOTHING) INC.	1801 E. 50th Street		Los Angeles	CA	90058		11/10/2017	\$1,156.00	Suppliers, Vendors, or Services
Miss 21 Imports	Shop21 Inc DBA Miss 21 Imports	1239 Broadway Fl 2	New York	NY	10001		10/13/2017	\$724.50	Suppliers, Vendors, or Services
Miss 21 Imports	Shop21 Inc DBA Miss 21 Imports	1239 Broadway Fl 2	New York	NY	10001		10/27/2017	\$7,920.00	Suppliers, Vendors, or Services
Miss 21 Imports	Shop21 Inc DBA Miss 21 Imports	1239 Broadway Fl 2	New York	NY	10001		11/7/2017	\$9,960.00	Suppliers, Vendors, or Services
Miss 21 Imports	Shop21 Inc DBA Miss 21 Imports	1239 Broadway Fl 2	New York	NY	10001		11/10/2017	\$840.00	Suppliers, Vendors, or Services
Miss 21 Imports	Shop21 Inc DBA Miss 21 Imports	1239 Broadway Fl 2	New York	NY	10001		11/14/2017	\$1,884.75	Suppliers, Vendors, or Services
Miss Avenue Inc	777 E. 10th St #121		Los Angeles	CA	90021		10/27/2017	\$30,596.25	Suppliers, Vendors, or Services
Miss Avenue Inc	777 E. 10th St #121		Los Angeles	CA	90021		11/7/2017	\$15,194.25	Suppliers, Vendors, or Services
Miss Avenue Inc	777 E. 10th St #121		Los Angeles	CA	90021		11/14/2017	\$25,318.50	Suppliers, Vendors, or Services
Miss Avenue Inc	777 E. 10th St #121		Los Angeles	CA	90021		11/17/2017	\$3,150.00	Suppliers, Vendors, or Services
MJ Accessories LLC	1410 Broadway Suite 301		New York	NY	10018		11/3/2017	\$3,816.00	Suppliers, Vendors, or Services
MJ Accessories LLC	1410 Broadway Suite 301		New York	NY	10018		11/14/2017	\$3,500.00	Suppliers, Vendors, or Services
MMS TRADING	5390 Rickenbacker Rd		Bell	CA	90201		10/31/2017	\$19,525.00	Suppliers, Vendors, or Services
MMS TRADING	5390 Rickenbacker Rd		Bell	CA	90201		11/10/2017	\$3,480.00	Suppliers, Vendors, or Services
MOAC Mail Holdings, LLC	NW 5826	PO Box 1450	Minneapolis	MN	55485-5826		11/3/2017	\$92,399.58	Rent
Model Two Mgmt LLC	8000 Sunset Blvd, Ste A201		Los Angeles	CA	90046		1/4/2018	\$12,000.00	Suppliers, Vendors, or Services
MONOB MIND CODE	747 E 10th St # 107		Los Angeles	CA	90021		09/29/2017	\$8,000.00	Suppliers, Vendors, or Services
MONOB MIND CODE	747 E 10th St # 107		Los Angeles	CA	90021		10/12/2017	\$881.40	Suppliers, Vendors, or Services
MONOB MIND CODE	747 E 10th St # 107		Los Angeles	CA	90021		10/13/2017	\$1,685.50	Suppliers, Vendors, or Services
MONOB MIND CODE	747 E 10th St # 107		Los Angeles	CA	90021		10/20/2017	\$705.00	Suppliers, Vendors, or Services
MONOB MIND CODE	747 E 10th St # 107		Los Angeles	CA	90021		10/27/2017	\$246.75	Suppliers, Vendors, or Services
MONOB MIND CODE	747 E 10th St # 107		Los Angeles	CA	90021		11/16/2017	\$1,303.75	Suppliers, Vendors, or Services
MONOB MIND CODE	747 E 10th St # 107		Los Angeles	CA	90021		12/02/2017	\$323.75	Suppliers, Vendors, or Services
MONOB MIND CODE	747 E 10th St # 107		Los Angeles	CA	90021		12/08/2017	\$236.25	Suppliers, Vendors, or Services
MONOB MIND CODE	747 E 10th St # 107		Los Angeles	CA	90021		12/14/2017	\$2,403.00	Suppliers, Vendors, or Services
MONOB MIND CODE	747 E 10th St # 107		Los Angeles	CA	90021		12/16/2017	\$1,487.50	Suppliers, Vendors, or Services
MS BUBBLES	2731 S Alameda Sreet		Los Angeles	CA	90058		1/5/2018	\$15,007.50	Suppliers, Vendors, or Services
Network Tech Property LLC	PO Box 206093		Dallas	TX	75320-6093		10/25/2017	\$19,344.50	Rent
Network Tech Property LLC	PO Box 206093		Dallas	TX	75320-6093		11/24/2017	\$19,344.50	Rent
New Mode	1100 S. San Pedro Street	# O-10	Los Angeles	CA	90015		10/18/2017	\$243.00	Suppliers, Vendors, or Services
New Mode	1100 S. San Pedro Street	# O-10	Los Angeles	CA	90015		10/27/2017	\$6,142.50	Suppliers, Vendors, or Services
New Mode	1100 S. San Pedro Street	# O-10	Los Angeles	CA	90015		11/7/2017	\$26,305.50	Suppliers, Vendors, or Services
New World Beauty Inc	10532 Acacia St Suite B8-B10		Rancho Cucamonga	CA	91730		10/20/2017	\$12,045.60	Suppliers, Vendors, or Services
Next Management, LLC.	15 Watts Street		New York	NY	10013		12/27/2017	\$12,000.00	Suppliers, Vendors, or Services
Nicki Frates	806 North Alfred St. Apt 4		West Hollywood	CA	90069		11/1/2017	\$7,598.58	Suppliers, Vendors, or Services
Nicki Frates	806 North Alfred St. Apt 4		West Hollywood	CA	90069		11/30/2017	\$7,598.58	Suppliers, Vendors, or Services
NICKI FRATES	806 North Alfred St. Apt 4		West Hollywood	CA	90069		12/1/2017	\$7,598.58	Suppliers, Vendors, or Services
Nicki Frates	806 North Alfred St. Apt 4		West Hollywood	CA	90069		12/28/2017	\$7,598.58	Suppliers, Vendors, or Services

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Certain payments or transfers to creditors within 90 days before filing this case

Creditor's name	Address 1	Address 2	City	State	Zip	Country	Date	Total amount or value	Reason for payment or transfer (e.g. Secured debt, Unsecured loan repayments, Suppliers or vendors, Services, or Other)
NM DEPT OF REV	Business Tax	P. O. Box 52674	Phoenix	AZ	85072-2674		10/23/2017	\$6,355.40	SALES TAX
NM DEPT OF REV	Business Tax	P. O. Box 52674	Phoenix	AZ	85072-2674		11/22/2017	\$5,403.96	SALES TAX
NM DEPT OF REV	Business Tax	P. O. Box 52674	Phoenix	AZ	85072-2674		12/22/2017	\$6,877.11	SALES TAX
NORTH COUNTY	Attn Legal Dept.	2049 Century Park East 41st Fl.	Los Angeles	CA	90067		11/13/2017	\$33,030.96	RENT
North Star Mall, LLC	SDS-12-2770	PO Box 86	Minneapolis	MN	55486-2770		11/3/2017	\$61,088.29	Rent
North Star Mall, LLC	SDS-12-2770	PO Box 86	Minneapolis	MN	55486-2770		12/1/2017	\$61,088.29	Rent
NV E TAX	Business Tax	P. O. Box 52674	Phoenix	AZ	85072-2674		10/23/2017	\$19,757.50	SALES TAX
NV E TAX	Business Tax	P. O. Box 52674	Phoenix	AZ	85072-2674		11/21/2017	\$16,049.19	SALES TAX
NV E TAX	Business Tax	P. O. Box 52674	Phoenix	AZ	85072-2674		12/21/2017	\$19,533.69	SALES TAX
NV Energy	PO Box 30086		Reno	NV	89520		10/18/2017	\$1,761.18	Suppliers, Vendors, or Services
NV Energy	PO Box 30086		Reno	NV	89520		11/9/2017	\$1,240.17	Suppliers, Vendors, or Services
NV Energy	PO Box 30086		Reno	NV	89520		11/14/2017	\$1,483.07	Suppliers, Vendors, or Services
NV Energy	PO Box 30086		Reno	NV	89520		12/19/2017	\$2,953.45	Suppliers, Vendors, or Services
NYLON APPAREL	c/o Prime Business Credit Inc	PO Box 741084	Los Angeles	CA	90074		11/04/2017	\$13,836.00	Suppliers, Vendors, or Services
NYLON APPAREL	c/o Prime Business Credit Inc	PO Box 741084	Los Angeles	CA	90074		11/06/2017	\$32,760.65	Suppliers, Vendors, or Services
NYLON APPAREL	c/o Prime Business Credit Inc	PO Box 741084	Los Angeles	CA	90074		11/07/2017	\$65,460.65	Suppliers, Vendors, or Services
NYLON APPAREL	c/o Prime Business Credit Inc	PO Box 741084	Los Angeles	CA	90074		11/08/2017	\$25,002.25	Suppliers, Vendors, or Services
NYLON APPAREL	c/o Prime Business Credit Inc	PO Box 741084	Los Angeles	CA	90074		11/09/2017	\$6,560.00	Suppliers, Vendors, or Services
NYLON APPAREL	c/o Prime Business Credit Inc	PO Box 741084	Los Angeles	CA	90074		11/10/2017	\$13,500.00	Suppliers, Vendors, or Services
NYLON APPAREL	c/o Prime Business Credit Inc	PO Box 741084	Los Angeles	CA	90074		11/14/2017	\$7,823.25	Suppliers, Vendors, or Services
NYLON APPAREL	c/o Prime Business Credit Inc	PO Box 741084	Los Angeles	CA	90074		11/15/2017	\$25,080.00	Suppliers, Vendors, or Services
NYLON APPAREL	c/o Prime Business Credit Inc	PO Box 741084	Los Angeles	CA	90074		11/17/2017	\$16,801.25	Suppliers, Vendors, or Services
NYLON APPAREL	c/o Prime Business Credit Inc	PO Box 741084	Los Angeles	CA	90074		11/18/2017	\$3,240.00	Suppliers, Vendors, or Services
NYLON APPAREL	c/o Prime Business Credit Inc	PO Box 741084	Los Angeles	CA	90074		11/22/2017	\$9,269.50	Suppliers, Vendors, or Services
NYLON APPAREL	c/o Prime Business Credit Inc	PO Box 741084	Los Angeles	CA	90074		11/30/2017	\$3,240.00	Suppliers, Vendors, or Services
NYLON APPAREL	c/o Prime Business Credit Inc	PO Box 741084	Los Angeles	CA	90074		12/04/2017	\$26,190.00	Suppliers, Vendors, or Services
NYLON APPAREL	c/o Prime Business Credit Inc	PO Box 741084	Los Angeles	CA	90074		12/12/2017	\$4,100.00	Suppliers, Vendors, or Services
NYLON APPAREL	c/o Prime Business Credit Inc	PO Box 741084	Los Angeles	CA	90074		12/13/2017	\$1,080.00	Suppliers, Vendors, or Services
NYLON APPAREL	c/o Prime Business Credit Inc	PO Box 741084	Los Angeles	CA	90074		12/14/2017	\$3,793.00	Suppliers, Vendors, or Services
NYLON APPAREL	c/o Prime Business Credit Inc	PO Box 741084	Los Angeles	CA	90074		12/15/2017	\$3,525.00	Suppliers, Vendors, or Services
NYLON APPAREL	c/o Prime Business Credit Inc	PO Box 741084	Los Angeles	CA	90074		12/16/2017	\$25,274.70	Suppliers, Vendors, or Services
NYLON APPAREL	c/o Prime Business Credit Inc	PO Box 741084	Los Angeles	CA	90074		12/19/2017	\$11,202.20	Suppliers, Vendors, or Services
NYLON APPAREL	c/o Prime Business Credit Inc	PO Box 741084	Los Angeles	CA	90074		12/21/2017	\$3,864.00	Suppliers, Vendors, or Services
NYLON APPAREL	c/o Prime Business Credit Inc	PO Box 741084	Los Angeles	CA	90074		12/23/2017	\$23,811.00	Suppliers, Vendors, or Services
NYLON APPAREL	c/o Prime Business Credit Inc	PO Box 741084	Los Angeles	CA	90074		01/04/2018	\$19,712.50	Suppliers, Vendors, or Services
NYLON APPAREL	c/o Prime Business Credit Inc	PO Box 741084	Los Angeles	CA	90074		01/05/2018	\$7,385.25	Suppliers, Vendors, or Services
Nylon Apparel Inc	c/o Prime Business Credit Inc	PO Box 741084	Los Angeles	CA	90074		10/13/2017	\$5,168.00	Suppliers, Vendors, or Services
Nylon Apparel Inc	c/o Prime Business Credit Inc	PO Box 741084	Los Angeles	CA	90074		10/18/2017	\$4,180.00	Suppliers, Vendors, or Services
Nylon Apparel Inc	c/o Prime Business Credit Inc	PO Box 741084	Los Angeles	CA	90074		10/27/2017	\$3,814.48	Suppliers, Vendors, or Services
Nylon Apparel Inc	c/o Prime Business Credit Inc	PO Box 741084	Los Angeles	CA	90074		10/31/2017	\$11,471.20	Suppliers, Vendors, or Services
NYS TAX	Corp - V	PO Box 15163	Albany	NY	12212-5163		10/20/2017	\$19,518.00	SALES TAX
NYS TAX	Corp - V	PO Box 15163	Albany	NY	12212-5163		11/20/2017	\$15,166.00	SALES TAX
NYS TAX	Corp - V	PO Box 15163	Albany	NY	12212-5163		11/22/2017	\$2,210.00	SALES TAX
NYS TAX	Corp - V	PO Box 15163	Albany	NY	12212-5163		12/20/2017	\$19,894.14	SALES TAX
OBOE	1015 S. Crocker St., Unit R-34		Los Angeles	CA	90021		10/13/2017	\$3,870.75	Suppliers, Vendors, or Services
OBOE	1015 S. Crocker St., Unit R-34		Los Angeles	CA	90021		10/27/2017	\$2,132.00	Suppliers, Vendors, or Services
OBOE	1015 S. Crocker St., Unit R-34		Los Angeles	CA	90021		11/10/2017	\$936.00	Suppliers, Vendors, or Services
OBOE	1015 S. Crocker St., Unit R-34		Los Angeles	CA	90021		11/14/2017	\$1,221.50	Suppliers, Vendors, or Services
Oh Yes Fashion	855 W. Walnut St.		Compton	CA	90220		10/13/2017	\$526.50	Suppliers, Vendors, or Services
Oh Yes Fashion	855 W. Walnut St.		Compton	CA	90220		10/18/2017	\$3,544.50	Suppliers, Vendors, or Services
Oh Yes Fashion	855 W. Walnut St.		Compton	CA	90220		10/27/2017	\$6,857.25	Suppliers, Vendors, or Services
Oh Yes Fashion	855 W. Walnut St.		Compton	CA	90220		11/7/2017	\$6,970.50	Suppliers, Vendors, or Services
Oh Yes Fashion	855 W. Walnut St.		Compton	CA	90220		11/14/2017	\$3,800.00	Suppliers, Vendors, or Services
Oli J. Inc	C/O CIT Group/Commercial Services, Inc.	P.O. Box 1036	Charlotte	NC	28201-1036		10/13/2017	\$7,380.00	Suppliers, Vendors, or Services

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 Case No. 18-50049  
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Certain payments or transfers to creditors within 90 days before filing this case

Creditor's name	Address 1	Address 2	City	State	Zip	Country	Date	Total amount or value	Reason for payment or transfer (e.g. Secured debt, Unsecured loan repayments, Suppliers or vendors, Services, or Other)
Oli J. Inc	C/O CIT Group/Commercial Services, Inc.	P.O. Box 1036	Charlotte	NC	28201-1036		10/20/2017	\$33,184.20	Suppliers, Vendors, or Services
Oli J. Inc	C/O CIT Group/Commercial Services, Inc.	P.O. Box 1036	Charlotte	NC	28201-1036		10/27/2017	\$1,026.00	Suppliers, Vendors, or Services
Oli J. Inc	C/O CIT Group/Commercial Services, Inc.	P.O. Box 1036	Charlotte	NC	28201-1036		11/10/2017	\$8,118.00	Suppliers, Vendors, or Services
Oli J. Inc	C/O CIT Group/Commercial Services, Inc.	P.O. Box 1036	Charlotte	NC	28201-1036		11/14/2017	\$58,873.20	Suppliers, Vendors, or Services
Oli J. Inc	C/O CIT Group/Commercial Services, Inc.	P.O. Box 1036	Charlotte	NC	28201-1036		11/17/2017	\$8,208.00	Suppliers, Vendors, or Services
Oli J. Inc	C/O CIT Group/Commercial Services, Inc.	P.O. Box 1036	Charlotte	NC	28201-1036		11/22/2017	\$342.00	Suppliers, Vendors, or Services
ON TWELFTH	Starland Inc dba On Twelfth	748 E 12th Street Unit 2	Los Angeles	CA	90021		10/25/2017	\$8,130.00	Suppliers, Vendors, or Services
ON TWELFTH	Starland Inc dba On Twelfth	748 E 12th Street Unit 2	Los Angeles	CA	90021		10/26/2017	\$4,840.00	Suppliers, Vendors, or Services
ON TWELFTH	Starland Inc dba On Twelfth	748 E 12th Street Unit 2	Los Angeles	CA	90021		11/02/2017	\$3,091.50	Suppliers, Vendors, or Services
ON TWELFTH	Starland Inc dba On Twelfth	748 E 12th Street Unit 2	Los Angeles	CA	90021		11/05/2017	\$1,477.50	Suppliers, Vendors, or Services
ON TWELFTH	Starland Inc dba On Twelfth	748 E 12th Street Unit 2	Los Angeles	CA	90021		11/15/2017	\$3,311.00	Suppliers, Vendors, or Services
ON TWELFTH	Starland Inc dba On Twelfth	748 E 12th Street Unit 2	Los Angeles	CA	90021		12/12/2017	\$630.00	Suppliers, Vendors, or Services
ON TWELFTH	Starland Inc dba On Twelfth	748 E 12th Street Unit 2	Los Angeles	CA	90021		12/19/2017	\$9,569.80	Suppliers, Vendors, or Services
One by One Apparel Inc	796 E 12th St		Los Angeles	CA	90021		10/13/2017	\$981.00	Suppliers, Vendors, or Services
One by One Apparel Inc	796 E 12th St		Los Angeles	CA	90021		10/31/2017	\$1,759.25	Suppliers, Vendors, or Services
One by One Apparel Inc	796 E 12th St		Los Angeles	CA	90021		11/10/2017	\$5,671.00	Suppliers, Vendors, or Services
Orange	919 S. Towne Ave		Los Angeles	CA	90021		10/27/2017	\$8,610.00	Suppliers, Vendors, or Services
Orange	919 S. Towne Ave		Los Angeles	CA	90021		11/7/2017	\$19,094.55	Suppliers, Vendors, or Services
Orange	919 S. Towne Ave		Los Angeles	CA	90021		11/14/2017	\$24,096.40	Suppliers, Vendors, or Services
OVI 00-08031043758 LOS ANGELES CA	777 E 10th St #118		Los Angeles	CA	90021		11/08/2017	\$726.00	Suppliers, Vendors, or Services
OVI 00-08031043758 LOS ANGELES CA	777 E 10th St #118		Los Angeles	CA	90021		12/02/2017	\$20,097.00	Suppliers, Vendors, or Services
Oxford South Park Mall, LLC	PO Box 934706		Atlanta	GA	31193-4706		11/3/2017	\$28,879.17	Rent
Oxford South Park Mall, LLC	PO Box 934706		Atlanta	GA	31193-4706		12/1/2017	\$28,879.17	Rent
Papermoon LLC	c/o Prime Business Credit Inc	PO Box 741084	Los Angeles	CA	90074-1084		10/18/2017	\$4,401.00	Suppliers, Vendors, or Services
Papermoon LLC	c/o Prime Business Credit Inc	PO Box 741084	Los Angeles	CA	90074-1084		10/20/2017	\$5,790.00	Suppliers, Vendors, or Services
Papermoon LLC	c/o Prime Business Credit Inc	PO Box 741084	Los Angeles	CA	90074-1084		10/27/2017	\$2,574.25	Suppliers, Vendors, or Services
Papermoon LLC	c/o Prime Business Credit Inc	PO Box 741084	Los Angeles	CA	90074-1084		11/7/2017	\$170.00	Suppliers, Vendors, or Services
Papermoon LLC	c/o Prime Business Credit Inc	PO Box 741084	Los Angeles	CA	90074-1084		11/22/2017	\$2,656.50	Suppliers, Vendors, or Services
Paragon Design Group	477 S Dean Street		Englewood	NJ	07631		10/13/2017	\$678.60	Suppliers, Vendors, or Services
Paragon Design Group	477 S Dean Street		Englewood	NJ	07631		10/18/2017	\$970.50	Suppliers, Vendors, or Services
Paragon Design Group	477 S Dean Street		Englewood	NJ	07631		10/20/2017	\$396.50	Suppliers, Vendors, or Services
Paragon Design Group	477 S Dean Street		Englewood	NJ	07631		10/27/2017	\$2,150.00	Suppliers, Vendors, or Services
Paragon Design Group	477 S Dean Street		Englewood	NJ	07631		10/31/2017	\$582.40	Suppliers, Vendors, or Services
Paragon Design Group	477 S Dean Street		Englewood	NJ	07631		11/17/2017	\$1,789.20	Suppliers, Vendors, or Services
Park Mall L.L.C.	Park Place	SDS-12-1377	Minneapolis	MN	55486		11/3/2017	\$10,412.86	Rent
Parks at Arlington, LLC	SDS-12-2881	PO Box 86	Minneapolis	MN	55486-2881		11/3/2017	\$55,624.85	Rent
Parks at Arlington, LLC	SDS-12-2881	PO Box 86	Minneapolis	MN	55486-2881		12/1/2017	\$54,743.84	Rent
Passport/Ms Bubbles	2731 S Alameda Sreet		Los Angeles	CA	90058		1/5/2018	\$15,007.50	Suppliers, Vendors, or Services
Pearland Town Center, LP	CBL #0689	PO Box 955607	St Louis	MO	63195-5607		11/3/2017	\$23,864.84	Rent
Pearland Town Center, LP	CBL #0689	PO Box 955607	St Louis	MO	63195-5607		12/1/2017	\$23,864.84	Rent
PEPCO	PO Box 13608		Philadelphia	PA	19101		10/20/2017	\$2,486.34	Suppliers, Vendors, or Services
PEPCO	PO Box 13608		Philadelphia	PA	19101		11/14/2017	\$2,490.43	Suppliers, Vendors, or Services
PEPCO	PO Box 13608		Philadelphia	PA	19101		12/13/2017	\$1,998.02	Suppliers, Vendors, or Services
PEREZ & MALIK	115 E. Travis St		San Antonio	TX	78205		10/19/2017	\$3,250.00	Suppliers, Vendors, or Services
PEREZ & MALIK	115 E. Travis St		San Antonio	TX	78205		10/26/2017	\$3,685.00	Suppliers, Vendors, or Services
PFP Holding Company IV, LLC	Shamrock/Outlets at the Border, LLC	PO Box 844032	Los Angeles	CA	90084-4032		11/3/2017	\$38,518.45	Rent
PFP Holding Company IV, LLC	Shamrock/Outlets at the Border, LLC	PO Box 844032	Los Angeles	CA	90084-4032		12/1/2017	\$38,518.45	Rent
Play Network, Inc	P. O. Box 204515		Dallas	TX	75320-4515		10/18/2017	\$3,618.26	Suppliers, Vendors, or Services

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Play Network, Inc	P. O. Box 204515		Dallas	TX	75320-4515		11/14/2017	\$3,618.38	Suppliers, Vendors, or Services
PLAZA BONITA	Attn Legal Dept.	2049 Century Park East 41st Fl.	Los Angeles	CA	90067		11/13/2017	\$32,048.33	RENT
Plaza Del Caribe	Attn Accts Receivable	PO Box 363268	San Juan	PR	00936-3268		11/3/2017	\$40,552.72	Suppliers, Vendors, or Services
Plaza Las Americas	PO Box 363268		San Juan	PR	000936-236		11/3/2017	\$71,902.86	Suppliers, Vendors, or Services
POLLY & ESTHER BOUTI							11/21/2017	\$2,808.00	Suppliers, Vendors, or Services
POLLY & ESTHER BOUTI							12/28/2017	\$9,876.60	Suppliers, Vendors, or Services
Poof	CIT Group/Commercial Services	PO BOX 1036	Charlotte	NC	28201-1036		10/27/2017	\$8,743.00	Suppliers, Vendors, or Services
Poof	CIT Group/Commercial Services	PO BOX 1036	Charlotte	NC	28201-1036		11/7/2017	\$9,100.80	Suppliers, Vendors, or Services
Poof	CIT Group/Commercial Services	PO BOX 1036	Charlotte	NC	28201-1036		11/22/2017	\$18,327.50	Suppliers, Vendors, or Services
Popular 21	747 East 10th Street Unit 111		Los Angeles	CA	90021		10/13/2017	\$2,511.00	Suppliers, Vendors, or Services
Popular 21	747 East 10th Street Unit 111		Los Angeles	CA	90021		10/27/2017	\$3,807.00	Suppliers, Vendors, or Services
Popular 21	747 East 10th Street Unit 111		Los Angeles	CA	90021		11/17/2017	\$4,515.00	Suppliers, Vendors, or Services
Potters Pot Inc	800 E. 12th St. #140		Los Angeles	CA	90021		11/7/2017	\$8,633.70	Suppliers, Vendors, or Services
Potters Pot Inc	800 E. 12th St. #140		Los Angeles	CA	90021		11/10/2017	\$558.25	Suppliers, Vendors, or Services
PP*MMS							12/22/2017	\$4,416.00	Suppliers, Vendors, or Services
PP*MMS							01/04/2018	\$4,232.40	Suppliers, Vendors, or Services
Precision Waste Solutions, LLC	PO BOX 18856		Shreveport	LA	71138		10/26/2017	\$3,831.84	Suppliers, Vendors, or Services
Precision Waste Solutions, LLC	PO BOX 18856		Shreveport	LA	71138		12/6/2017	\$3,831.84	Suppliers, Vendors, or Services
Precision Waste Solutions, LLC	PO BOX 18856		Shreveport	LA	71138		12/27/2017	\$1,230.58	Suppliers, Vendors, or Services
PRIVY	933 Towne Ave # 104		Los Angeles	CA	90021		10/03/2017	\$79,913.00	Suppliers, Vendors, or Services
PRIVY	933 Towne Ave # 104		Los Angeles	CA	90021		10/12/2017	\$5,150.75	Suppliers, Vendors, or Services
PRIVY	933 Towne Ave # 104		Los Angeles	CA	90021		10/17/2017	\$30,701.50	Suppliers, Vendors, or Services
PRIVY	933 Towne Ave # 104		Los Angeles	CA	90021		10/30/2017	\$109,986.25	Suppliers, Vendors, or Services
PRIVY	933 Towne Ave # 104		Los Angeles	CA	90021		11/10/2017	\$26,561.75	Suppliers, Vendors, or Services
PRIVY	933 Towne Ave # 104		Los Angeles	CA	90021		11/20/2017	\$73,336.25	Suppliers, Vendors, or Services
PRIVY	933 Towne Ave # 104		Los Angeles	CA	90021		12/04/2017	\$57,376.50	Suppliers, Vendors, or Services
PRIVY	933 Towne Ave # 104		Los Angeles	CA	90021		12/18/2017	\$51,021.75	Suppliers, Vendors, or Services
Project 28 Clothing LLC	c/o CIT Group	PO Box 1036	Charlotte	NC	28201		10/20/2017	\$7,314.60	Suppliers, Vendors, or Services
Project 28 Clothing LLC	c/o CIT Group	PO Box 1036	Charlotte	NC	28201		10/27/2017	\$11,051.50	Suppliers, Vendors, or Services
Propose/Noble U	1100 S. SAN PEDRO ST.	#A-14	LOS ANGELES	CA	90015		10/13/2017	\$13,036.00	Suppliers, Vendors, or Services
Propose/Noble U	1100 S. SAN PEDRO ST.	#A-14	LOS ANGELES	CA	90015		10/27/2017	\$720.00	Suppliers, Vendors, or Services
Propose/Noble U	1100 S. SAN PEDRO ST.	#A-14	LOS ANGELES	CA	90015		11/10/2017	\$1,047.60	Suppliers, Vendors, or Services
Propose/Noble U	1100 S. SAN PEDRO ST.	#A-14	LOS ANGELES	CA	90015		11/22/2017	\$2,811.30	Suppliers, Vendors, or Services
Remedy Intelligent Staffing	P.O. Box 809474		Chicago	IL	60680		10/26/2017	\$2,651.84	Suppliers, Vendors, or Services
Remedy Intelligent Staffing	P.O. Box 809474		Chicago	IL	60680		11/8/2017	\$12,680.08	Suppliers, Vendors, or Services
Remedy Intelligent Staffing	P.O. Box 809474		Chicago	IL	60680		11/28/2017	\$8,159.76	Suppliers, Vendors, or Services
Remedy Intelligent Staffing	P.O. Box 809474		Chicago	IL	60680		12/6/2017	\$10,805.99	Suppliers, Vendors, or Services
Rio Grande Valley Premium Outlets	PO Box 822324		Philadelphia	PA	19182-2324		11/3/2017	\$23,321.11	Rent
Rio Grande Valley Premium Outlets	PO Box 822324		Philadelphia	PA	19182-2324		12/1/2017	\$22,841.11	Rent
RM MFG CO	7401 N. Oak Park Ave		Niles	IL	60714		11/25/2017	\$59,652.00	Suppliers, Vendors, or Services
RM MFG CO	7401 N. Oak Park Ave		Niles	IL	60714		12/07/2017	\$4,125.00	Suppliers, Vendors, or Services
RNK Jewelry	115 West 29th St		New York	NY	10001		10/31/2017	\$1,980.00	Suppliers, Vendors, or Services
RNK Jewelry	115 West 29th St		New York	NY	10001		11/3/2017	\$3,153.45	Suppliers, Vendors, or Services
RNK Jewelry	115 West 29th St		New York	NY	10001		11/7/2017	\$8,040.25	Suppliers, Vendors, or Services
RNK Jewelry	115 West 29th St		New York	NY	10001		11/10/2017	\$1,452.10	Suppliers, Vendors, or Services
RNK Jewelry	115 West 29th St		New York	NY	10001		11/14/2017	\$11,133.60	Suppliers, Vendors, or Services
Robe Abito Inc.	1211 Long Beach Ave #101		Los Angeles	CA	90021		10/13/2017	\$5,838.75	Suppliers, Vendors, or Services
Robe Abito Inc.	1211 Long Beach Ave #101		Los Angeles	CA	90021		10/27/2017	\$580.50	Suppliers, Vendors, or Services
Robe Abito Inc.	1211 Long Beach Ave #101		Los Angeles	CA	90021		11/3/2017	\$2,760.00	Suppliers, Vendors, or Services
Rock N. Rose	807 E. 12th St.	Suite 138	Los Angeles	CA	90021		10/18/2017	\$9,799.20	Suppliers, Vendors, or Services
Rock N. Rose	807 E. 12th St.	Suite 138	Los Angeles	CA	90021		11/7/2017	\$9,466.80	Suppliers, Vendors, or Services
Rock N. Rose	807 E. 12th St.	Suite 138	Los Angeles	CA	90021		11/14/2017	\$207.00	Suppliers, Vendors, or Services
Rock N. Rose	807 E. 12th St.	Suite 138	Los Angeles	CA	90021		11/22/2017	\$14,520.40	Suppliers, Vendors, or Services
Rolling Oaks Mall, LLC	c/o WP Glimcher Inc.	180 East Broad Street	Columbus	OH	43215		11/3/2017	\$7,043.62	Rent

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RolyPoly	Will B Inc dba RolyPoly	1100 S. San Pedro St # B5	Los Angeles	CA	90015		10/13/2017	\$1,178.00	Suppliers, Vendors, or Services
RolyPoly	Will B Inc dba RolyPoly	1100 S. San Pedro St # B5	Los Angeles	CA	90015		10/20/2017	\$20,627.15	Suppliers, Vendors, or Services
RolyPoly	Will B Inc dba RolyPoly	1100 S. San Pedro St # B5	Los Angeles	CA	90015		10/27/2017	\$840.00	Suppliers, Vendors, or Services
RolyPoly	Will B Inc dba RolyPoly	1100 S. San Pedro St # B5	Los Angeles	CA	90015		10/31/2017	\$9,266.00	Suppliers, Vendors, or Services
RolyPoly	Will B Inc dba RolyPoly	1100 S. San Pedro St # B5	Los Angeles	CA	90015		11/3/2017	\$869.20	Suppliers, Vendors, or Services
RolyPoly	Will B Inc dba RolyPoly	1100 S. San Pedro St # B5	Los Angeles	CA	90015		11/14/2017	\$15,477.40	Suppliers, Vendors, or Services
RolyPoly	Will B Inc dba RolyPoly	1100 S. San Pedro St # B5	Los Angeles	CA	90015		11/22/2017	\$24,438.20	Suppliers, Vendors, or Services
RSM ROC & Company	PO Box 10528		San Juan	PR	00922-0528		11/28/2017	\$19,812.00	Suppliers, Vendors, or Services
RSM ROC & Company	PO Box 10528		San Juan	PR	00922-0528		12/19/2017	\$520.00	Suppliers, Vendors, or Services
RUDECOSMETI	1636 W 8th Street Suite 100		Los Angeles	CA	90017		11/11/2017	\$13,171.20	Suppliers, Vendors, or Services
RUDECOSMETI	1636 W 8th Street Suite 100		Los Angeles	CA	90017		12/08/2017	\$1,560.00	Suppliers, Vendors, or Services
S & G Apparel	727 E. Pico Blvd, Suite 1 & 2		Los Angeles	CA	90021		10/13/2017	\$5,030.10	Suppliers, Vendors, or Services
S & G Apparel	727 E. Pico Blvd, Suite 1 & 2		Los Angeles	CA	90021		10/20/2017	\$4,738.50	Suppliers, Vendors, or Services
S&R GLOBAL FASHION							10/04/2017	\$20,400.00	Suppliers, Vendors, or Services
S&R GLOBAL FASHION							12/21/2017	\$3,465.00	Suppliers, Vendors, or Services
S&R GLOBAL FASHION							12/28/2017	\$3,386.25	Suppliers, Vendors, or Services
SACE	1200 S. San Pedro ST. #105		Los Angeles	CA	90015		11/10/2017	\$7,542.00	Suppliers, Vendors, or Services
SACE	1200 S. San Pedro ST. #105		Los Angeles	CA	90015		11/18/2017	\$3,915.00	Suppliers, Vendors, or Services
SACE	1200 S. San Pedro ST. #105		Los Angeles	CA	90015		12/02/2017	\$2,754.00	Suppliers, Vendors, or Services
SACE	1200 S. San Pedro ST. #105		Los Angeles	CA	90015		12/08/2017	\$2,250.00	Suppliers, Vendors, or Services
SACE	1200 S. San Pedro ST. #105		Los Angeles	CA	90015		12/15/2017	\$4,500.00	Suppliers, Vendors, or Services
Saf Group Management Inc	PO Box 428		Rockville Centre	NY	11571		10/18/2017	\$5,296.11	Suppliers, Vendors, or Services
Saf Group Management Inc	PO Box 428		Rockville Centre	NY	11571		10/26/2017	\$320.00	Suppliers, Vendors, or Services
Saf Group Management Inc	PO Box 428		Rockville Centre	NY	11571		11/22/2017	\$3,907.94	Suppliers, Vendors, or Services
Salt & Pepper	1015 Crocker St #Q-7		Los Angeles	CA	90021		11/7/2017	\$16,231.50	Suppliers, Vendors, or Services
San Antonio Merchant Shippers	4300 Loop 410 NE, Ste 150		San Antonio	TX	78218		11/9/2017	\$7,193.62	Suppliers, Vendors, or Services
San Antonio Merchant Shippers	4300 Loop 410 NE, Ste 150		San Antonio	TX	78218		11/17/2017	\$4,904.20	Suppliers, Vendors, or Services
San Joy Inc	1100 S San Pedro St G3		Los Angeles	CA	90015		10/13/2017	\$1,224.00	Suppliers, Vendors, or Services
San Joy Inc	1100 S San Pedro St G3		Los Angeles	CA	90015		10/27/2017	\$3,325.75	Suppliers, Vendors, or Services
San Joy Inc	1100 S San Pedro St G3		Los Angeles	CA	90015		11/7/2017	\$4,489.50	Suppliers, Vendors, or Services
San Joy Inc	1100 S San Pedro St G3		Los Angeles	CA	90015		11/10/2017	\$954.00	Suppliers, Vendors, or Services
San Joy Inc	1100 S San Pedro St G3		Los Angeles	CA	90015		11/14/2017	\$3,105.00	Suppliers, Vendors, or Services
San Marcos Premium Outlets, L.P.	PO Box 776300		Chicago	IL	60677-6300		11/3/2017	\$15,030.12	Rent
San Marcos Premium Outlets, L.P.	PO Box 776300		Chicago	IL	60677-6300		12/1/2017	\$15,030.12	Rent
SANS SOUCI	1100 S.San Pedro ST.#A-1		Los Angeles	CA	90015		10/31/2017	\$765.00	Suppliers, Vendors, or Services
SANS SOUCI	1100 S.San Pedro ST.#A-1		Los Angeles	CA	90015		11/22/2017	\$12,808.75	Suppliers, Vendors, or Services
SANS SOUCI	1100 S.San Pedro ST.#A-1		Los Angeles	CA	90015		12/01/2017	\$10,866.25	Suppliers, Vendors, or Services
SDGE-San Diego Gas & Electric	PO Box 25111		Santa Ana	CA	92799-5111		10/13/2017	\$2,550.16	Suppliers, Vendors, or Services
SDGE-San Diego Gas & Electric	PO Box 25111		Santa Ana	CA	92799-5111		10/20/2017	\$1,855.55	Suppliers, Vendors, or Services
SDGE-San Diego Gas & Electric	PO Box 25111		Santa Ana	CA	92799-5111		11/9/2017	\$6,955.50	Suppliers, Vendors, or Services
SDGE-San Diego Gas & Electric	PO Box 25111		Santa Ana	CA	92799-5111		11/22/2017	\$1,941.27	Suppliers, Vendors, or Services
SDGE-San Diego Gas & Electric	PO Box 25111		Santa Ana	CA	92799-5111		12/8/2017	\$5,904.97	Suppliers, Vendors, or Services
SDGE-San Diego Gas & Electric	PO Box 25111		Santa Ana	CA	92799-5111		12/27/2017	\$2,268.86	Suppliers, Vendors, or Services
SHINE IMPORTS	Dept. LA 24406		Pasadena	CA	91185-4406		10/04/2017	\$66,553.35	Suppliers, Vendors, or Services
SHINE IMPORTS	Dept. LA 24406		Pasadena	CA	91185-4406		10/14/2017	\$24,221.70	Suppliers, Vendors, or Services
SHINE IMPORTS	Dept. LA 24406		Pasadena	CA	91185-4406		10/24/2017	\$2,244.00	Suppliers, Vendors, or Services
SHINE IMPORTS	Dept. LA 24406		Pasadena	CA	91185-4406		10/25/2017	\$10,471.80	Suppliers, Vendors, or Services
SHINE IMPORTS	Dept. LA 24406		Pasadena	CA	91185-4406		10/31/2017	\$11,401.50	Suppliers, Vendors, or Services
SHINE IMPORTS	Dept. LA 24406		Pasadena	CA	91185-4406		11/17/2017	\$4,852.50	Suppliers, Vendors, or Services

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SHINE IMPORTS	Dept. LA 24406		Pasadena	CA	91185-4406		11/18/2017	\$7,545.00	Suppliers, Vendors, or Services
SHINE IMPORTS	Dept. LA 24406		Pasadena	CA	91185-4406		11/21/2017	\$2,637.00	Suppliers, Vendors, or Services
SHINE IMPORTS	Dept. LA 24406		Pasadena	CA	91185-4406		11/22/2017	\$5,499.00	Suppliers, Vendors, or Services
SHINE IMPORTS	Dept. LA 24406		Pasadena	CA	91185-4406		11/23/2017	\$318.60	Suppliers, Vendors, or Services
SHINE IMPORTS	Dept. LA 24406		Pasadena	CA	91185-4406		11/29/2017	\$8,635.80	Suppliers, Vendors, or Services
SHINE IMPORTS	Dept. LA 24406		Pasadena	CA	91185-4406		11/30/2017	\$214.20	Suppliers, Vendors, or Services
SHINE IMPORTS	Dept. LA 24406		Pasadena	CA	91185-4406		12/01/2017	\$1,440.00	Suppliers, Vendors, or Services
SHINE IMPORTS	Dept. LA 24406		Pasadena	CA	91185-4406		12/05/2017	\$10,955.70	Suppliers, Vendors, or Services
SHINE IMPORTS	Dept. LA 24406		Pasadena	CA	91185-4406		12/08/2017	\$1,236.00	Suppliers, Vendors, or Services
SHINE IMPORTS	Dept. LA 24406		Pasadena	CA	91185-4406		12/20/2017	\$859.50	Suppliers, Vendors, or Services
SHINE IMPORTS	Dept. LA 24406		Pasadena	CA	91185-4406		12/21/2017	\$2,117.20	Suppliers, Vendors, or Services
SHINE IMPORTS	Dept. LA 24406		Pasadena	CA	91185-4406		12/27/2017	\$2,208.90	Suppliers, Vendors, or Services
SHINE IMPORTS	Dept. LA 24406		Pasadena	CA	91185-4406		12/28/2017	\$17,542.80	Suppliers, Vendors, or Services
SHINE IMPORTS	Dept. LA 24406		Pasadena	CA	91185-4406		01/04/2018	\$14,817.00	Suppliers, Vendors, or Services
SHINE IMPORTS	Dept. LA 24406		Pasadena	CA	91185-4406		1/5/2018	\$1,638.00	Suppliers, Vendors, or Services
Shine Imports - C/O Hana Finan	Dept. LA 24406		Pasadena	CA	91185-4406		10/13/2017	\$14,016.30	Suppliers, Vendors, or Services
Shine Imports - C/O Hana Finan	Dept. LA 24406		Pasadena	CA	91185-4406		11/7/2017	\$279.25	Suppliers, Vendors, or Services
Shine Imports - C/O Hana Finan	Dept. LA 24406		Pasadena	CA	91185-4406		11/17/2017	\$14,214.00	Suppliers, Vendors, or Services
Shine Imports - C/O Hana Finan	Dept. LA 24406		Pasadena	CA	91185-4406		11/22/2017	\$1,440.00	Suppliers, Vendors, or Services
Shine Imports - C/O Hana Finan	Dept. LA 24406		Pasadena	CA	91185-4406		1/5/2018	\$1,638.00	Suppliers, Vendors, or Services
SHOE MAGNATE INC	18560 E. San Jose Ave.		City of Industry	CA	91748		09/29/2017	\$3,484.80	Suppliers, Vendors, or Services
SHOE MAGNATE INC	18560 E. San Jose Ave.		City of Industry	CA	91748		10/24/2017	\$20,025.60	Suppliers, Vendors, or Services
SHOE MAGNATE INC	18560 E. San Jose Ave.		City of Industry	CA	91748		11/01/2017	\$422.40	Suppliers, Vendors, or Services
SHOE MAGNATE INC	18560 E. San Jose Ave.		City of Industry	CA	91748		12/01/2017	\$12,565.90	Suppliers, Vendors, or Services
SHOE MAGNATE INC	18560 E. San Jose Ave.		City of Industry	CA	91748		12/07/2017	\$56,549.00	Suppliers, Vendors, or Services
SHOE MAGNATE INC	18560 E. San Jose Ave.		City of Industry	CA	91748		12/14/2017	\$66,384.55	Suppliers, Vendors, or Services
Shoe Republic LA	131 Brea Canyon Road		Walnut	CA	91789		10/13/2017	\$6,237.00	Suppliers, Vendors, or Services
Shoe Republic LA	131 Brea Canyon Road		Walnut	CA	91789		10/18/2017	\$2,829.00	Suppliers, Vendors, or Services
Shoe Republic LA	131 Brea Canyon Road		Walnut	CA	91789		10/27/2017	\$1,746.00	Suppliers, Vendors, or Services
Shoe Republic LA	131 Brea Canyon Road		Walnut	CA	91789		11/3/2017	\$508.80	Suppliers, Vendors, or Services
Shoe Republic LA	131 Brea Canyon Road		Walnut	CA	91789		11/7/2017	\$4,579.20	Suppliers, Vendors, or Services
Shoe Republic LA	131 Brea Canyon Road		Walnut	CA	91789		11/10/2017	\$1,814.50	Suppliers, Vendors, or Services
SHOP 17 0142	1027 Towne Ave.		Los Angeles	CA	90021		11/09/2017	\$43,615.45	Suppliers, Vendors, or Services
SHOP 17 0851	1027 Towne Ave.		Los Angeles	CA	90021		10/23/2017	\$41,017.25	Suppliers, Vendors, or Services
SHOP 17 0851	1027 Towne Ave.		Los Angeles	CA	90021		10/24/2017	\$7,847.50	Suppliers, Vendors, or Services
SHOP 17 0851	1027 Towne Ave.		Los Angeles	CA	90021		10/25/2017	\$95,898.00	Suppliers, Vendors, or Services
SHOP 17 0851	1027 Towne Ave.		Los Angeles	CA	90021		10/28/2017	\$19,418.50	Suppliers, Vendors, or Services
SHOP 17 0851	1027 Towne Ave.		Los Angeles	CA	90021		11/02/2017	\$95,693.75	Suppliers, Vendors, or Services
SHOP 17 0851	1027 Towne Ave.		Los Angeles	CA	90021		11/03/2017	\$166,353.25	Suppliers, Vendors, or Services
SHOP 17 0851	1027 Towne Ave.		Los Angeles	CA	90021		11/04/2017	\$59,264.25	Suppliers, Vendors, or Services
SHOP 17 0851	1027 Towne Ave.		Los Angeles	CA	90021		11/07/2017	\$18,328.00	Suppliers, Vendors, or Services
SHOP 17 0851	1027 Towne Ave.		Los Angeles	CA	90021		11/13/2017	\$88,940.80	Suppliers, Vendors, or Services
SHOP 17 0851	1027 Towne Ave.		Los Angeles	CA	90021		11/15/2017	\$11,934.00	Suppliers, Vendors, or Services
SHOP 17 0851	1027 Towne Ave.		Los Angeles	CA	90021		11/18/2017	\$35,631.00	Suppliers, Vendors, or Services
SHOP 17 0851	1027 Towne Ave.		Los Angeles	CA	90021		11/21/2017	\$26,353.75	Suppliers, Vendors, or Services
SHOP 17 0851	1027 Towne Ave.		Los Angeles	CA	90021		11/28/2017	\$15,826.50	Suppliers, Vendors, or Services
SHOP 17 0851	1027 Towne Ave.		Los Angeles	CA	90021		11/30/2017	\$55,621.50	Suppliers, Vendors, or Services
SHOP 17 0851	1027 Towne Ave.		Los Angeles	CA	90021		12/01/2017	\$2,709.00	Suppliers, Vendors, or Services
SHOP 17 0851	1027 Towne Ave.		Los Angeles	CA	90021		12/05/2017	\$15,881.00	Suppliers, Vendors, or Services
SHOP 17 0851	1027 Towne Ave.		Los Angeles	CA	90021		12/12/2017	\$6,216.00	Suppliers, Vendors, or Services
SHOP 17 0851	1027 Towne Ave.		Los Angeles	CA	90021		12/19/2017	\$35,826.00	Suppliers, Vendors, or Services
SHOP 17 0851	1027 Towne Ave.		Los Angeles	CA	90021		12/20/2017	\$162,337.50	Suppliers, Vendors, or Services
SHOP 17 0851	1027 Towne Ave.		Los Angeles	CA	90021		12/21/2017	\$4,936.80	Suppliers, Vendors, or Services
SHOP 17 0851	1027 Towne Ave.		Los Angeles	CA	90021		12/23/2017	\$48,445.50	Suppliers, Vendors, or Services
SHOP 17 0851	1027 Towne Ave.		Los Angeles	CA	90021		12/29/2017	\$25,816.40	Suppliers, Vendors, or Services
SHOP 17 0851	1027 Towne Ave.		Los Angeles	CA	90021		01/04/2018	\$21,932.50	Suppliers, Vendors, or Services



Certain payments or transfers to creditors within 90 days before filing this case

Creditor's name	Address 1	Address 2	City	State	Zip	Country	Date	Total amount or value	Reason for payment or transfer (e.g. Secured debt, Unsecured loan repayments, Suppliers or vendors, Services, or Other)
Shop17	1027 Towne Ave.		Los Angeles	CA	90021		1/8/2018	\$20,923.50	Suppliers, Vendors, or Services
Simon Prop. Grp.(TX) LP	867925 Reliable Parkway		Chicago	IL	60686-0079		11/3/2017	\$175,919.55	Rent
Simon Prop. Grp.(TX) LP	867925 Reliable Parkway		Chicago	IL	60686-0079		12/1/2017	\$177,075.63	Rent
Simon Property Group(TX) LP	867640 Reliable Parkway		Chicago	IL	60686-0076		11/3/2017	\$32,977.56	Rent
Simon Property Group(TX) LP	867640 Reliable Parkway		Chicago	IL	60686-0076		12/1/2017	\$30,613.09	Rent
Simon Property Grp(TX) LP	867620 Reliable Parkway		Chicago	IL	60686-0076		11/3/2017	\$48,870.36	Rent
Simon Property Grp(TX) LP	867620 Reliable Parkway		Chicago	IL	60686-0076		12/1/2017	\$49,676.83	Rent
Sir Speedy Printing	701 Pine Avenue		Long Beach	CA	90813		11/2/2017	\$2,745.23	Suppliers, Vendors, or Services
Sir Speedy Printing	701 Pine Avenue		Long Beach	CA	90813		11/28/2017	\$4,790.36	Suppliers, Vendors, or Services
Sneak Peek Inc.	c/o Hana Financial	Dept LA 24406	Pasadena	CA	91185-4406		11/10/2017	\$4,216.70	Suppliers, Vendors, or Services
Sneak Peek Inc.	c/o Hana Financial	Dept LA 24406	Pasadena	CA	91185-4406		11/14/2017	\$3,733.50	Suppliers, Vendors, or Services
SOUTH SHORE MALL							11/13/2017	\$34,880.85	RENT
SP * OMG ACCESSORIES	2045 West Grand Avenue Suite 202		Chicago	IL	60612		11/28/2017	\$5,731.80	Suppliers, Vendors, or Services
SP * OMG ACCESSORIES	2045 West Grand Avenue Suite 202		Chicago	IL	60612		12/09/2017	\$6,750.00	Suppliers, Vendors, or Services
SRMF Town Square Owner LLC	P.O. BOX 748550		Los Angeles	CA	90074-8550		11/3/2017	\$32,951.55	Rent
STELLA LIM	7193 NE Rocky Brok Street		Hilsboro	OR	97124		10/27/2017	\$3,500.00	Suppliers, Vendors, or Services
STELLA LIM	7193 NE Rocky Brok Street		Hilsboro	OR	97124		12/1/2017	\$3,500.00	Suppliers, Vendors, or Services
Stephanie Susanne Burton	1826 Palomino Drive		West Covina	CA	91791		10/20/2017	\$8,520.00	Suppliers, Vendors, or Services
STYLE MELODY	c/o Finance One, Inc.	PO Box 740952	Los Angeles	CA	90074-0952		10/20/2017	\$10,011.60	Suppliers, Vendors, or Services
STYLE MELODY	c/o Finance One, Inc.	PO Box 740952	Los Angeles	CA	90074-0952		10/21/2017	\$7,200.00	Suppliers, Vendors, or Services
STYLE MELODY	c/o Finance One, Inc.	PO Box 740952	Los Angeles	CA	90074-0952		10/25/2017	\$29,250.00	Suppliers, Vendors, or Services
STYLE MELODY	c/o Finance One, Inc.	PO Box 740952	Los Angeles	CA	90074-0952		10/26/2017	\$20,804.73	Suppliers, Vendors, or Services
STYLE MELODY	c/o Finance One, Inc.	PO Box 740952	Los Angeles	CA	90074-0952		10/31/2017	\$61,620.00	Suppliers, Vendors, or Services
STYLE MELODY	c/o Finance One, Inc.	PO Box 740952	Los Angeles	CA	90074-0952		11/03/2017	\$12,889.50	Suppliers, Vendors, or Services
STYLE MELODY	c/o Finance One, Inc.	PO Box 740952	Los Angeles	CA	90074-0952		11/04/2017	\$7,584.00	Suppliers, Vendors, or Services
STYLE MELODY	c/o Finance One, Inc.	PO Box 740952	Los Angeles	CA	90074-0952		11/10/2017	\$6,080.00	Suppliers, Vendors, or Services
STYLE MELODY	c/o Finance One, Inc.	PO Box 740952	Los Angeles	CA	90074-0952		11/22/2017	\$31,919.50	Suppliers, Vendors, or Services
STYLE MELODY	c/o Finance One, Inc.	PO Box 740952	Los Angeles	CA	90074-0952		12/09/2017	\$15,378.00	Suppliers, Vendors, or Services
STYLE MELODY	c/o Finance One, Inc.	PO Box 740952	Los Angeles	CA	90074-0952		01/03/2018	\$1,440.00	Suppliers, Vendors, or Services
Style Melody Inc.	c/o Finance One, Inc.	PO Box 740952	Los Angeles	CA	90074-0952		11/10/2017	\$12,217.95	Suppliers, Vendors, or Services
Style Melody Inc.	c/o Finance One, Inc.	PO Box 740952	Los Angeles	CA	90074-0952		11/14/2017	\$408.00	Suppliers, Vendors, or Services
Style Melody Inc.	c/o Finance One, Inc.	PO Box 740952	Los Angeles	CA	90074-0952		11/17/2017	\$7,894.80	Suppliers, Vendors, or Services
Style Melody Inc.	c/o Finance One, Inc.	PO Box 740952	Los Angeles	CA	90074-0952		11/22/2017	\$17,049.50	Suppliers, Vendors, or Services
Style Melody Inc.	c/o Finance One, Inc.	PO Box 740952	Los Angeles	CA	90074-0952		1/8/2018	\$2,136.00	Suppliers, Vendors, or Services
Sunland Park Mall, LLC	c/o W/P Glimcher Inc.	180 East Broad Street	Columbus	OH	43215		11/3/2017	\$17,057.98	Rent
SUNNY SUNGLASSES	3569 East Vernon Ave.		Vernon	CA	90058		09/30/2017	\$1,110.00	Suppliers, Vendors, or Services
SUNNY SUNGLASSES	3569 East Vernon Ave.		Vernon	CA	90058		10/19/2017	\$4,971.84	Suppliers, Vendors, or Services
SUNNY SUNGLASSES	3569 East Vernon Ave.		Vernon	CA	90058		10/21/2017	\$808.20	Suppliers, Vendors, or Services
Sunrise Mills (MLP), LP	PO Box 277861		Atlanta	GA	30384-7861		11/3/2017	\$64,556.06	Rent
Sunrise Mills (MLP), LP	PO Box 277861		Atlanta	GA	30384-7861		12/1/2017	\$64,556.06	Rent
Sunvalley Shopping Center LLC	Department 57901	PO Box 67000	Detroit	MI	48267-0579		11/3/2017	\$44,275.99	Rent
SuperStar Apparel Inc.	SuperStar Apparel Inc.dba Cameo	726 E 12th Street #110	Los Angeles	CA	90021		10/18/2017	\$15,727.50	Suppliers, Vendors, or Services
SUSTAINABLE SOLUTIONS GROUP	Dept # 40299		Atlanta	GA	30374-0209		1/8/2018	\$25,000.00	Restructuring Professionals
Sustainable Solutions Group LLC	Dept # 40299		Atlanta	GA	30374-0209		11/2/2017	\$1,748.02	Restructuring Professionals
Sustainable Solutions Group LLC	Dept # 40299		Atlanta	GA	30374-0209		12/6/2017	\$1,748.02	Restructuring Professionals
Sweet Rain Apparel dba Jump Clothing	2615 Fruitland Ave		Vernon	CA	90058		10/20/2017	\$14,221.25	Suppliers, Vendors, or Services
Sweet Rain Apparel dba Jump Clothing	2615 Fruitland Ave		Vernon	CA	90058		11/17/2017	\$2,146.50	Suppliers, Vendors, or Services
Taylor Communications Inc	PO Box 95340		Chicago	IL	60694		10/13/2017	\$1,925.86	Suppliers, Vendors, or Services
Taylor Communications Inc	PO Box 95340		Chicago	IL	60694		11/22/2017	\$9,757.10	Suppliers, Vendors, or Services
Taylor Communications Inc	PO Box 95340		Chicago	IL	60694		12/19/2017	\$1,877.87	Suppliers, Vendors, or Services
TCF JULES & ASSOC	P.O. Box 4130		Hopkins	MN	55343-0498		12/1/2017	\$11,718.46	CAPITAL LEASE
TCF JULES & ASSOC	P.O. Box 4130		Hopkins	MN	55343-0498		1/2/2018	\$11,718.46	CAPITAL LEASE
TECO Tampa Electric	PO Box 31318		Tampa	FL	33631-3318		11/2/2017	\$3,239.37	Suppliers, Vendors, or Services
TECO Tampa Electric	PO Box 31318		Tampa	FL	33631-3318		11/14/2017	\$1,300.62	Suppliers, Vendors, or Services

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Certain payments or transfers to creditors within 90 days before filing this case

Creditor's name	Address 1	Address 2	City	State	Zip	Country	Date	Total amount or value	Reason for payment or transfer (e.g. Secured debt, Unsecured loan repayments, Suppliers or vendors, Services, or Other)
TECO Tampa Electric	PO Box 31318		Tampa	FL	33631-3318		11/28/2017	\$1,853.01	Suppliers, Vendors, or Services
TECO Tampa Electric	PO Box 31318		Tampa	FL	33631-3318		12/19/2017	\$1,128.62	Suppliers, Vendors, or Services
TECO Tampa Electric	PO Box 31318		Tampa	FL	33631-3318		12/27/2017	\$8,755.02	Suppliers, Vendors, or Services
TEEN BELL	906 E. 60th St.		Los Angeles	CA	90001		11/15/2017	\$45,664.25	Suppliers, Vendors, or Services
TEEN BELL	906 E. 60th St.		Los Angeles	CA	90001		12/17/2017	\$29,342.55	Suppliers, Vendors, or Services
TEEN BELL	906 E. 60th St.		Los Angeles	CA	90001		12/19/2017	\$3,100.00	Suppliers, Vendors, or Services
TEEN BELL	906 E. 60th St.		Los Angeles	CA	90001		12/31/2017	\$1,125.00	Suppliers, Vendors, or Services
TEEN BELL	906 E. 60th St.		Los Angeles	CA	90001		01/04/2018	\$2,072.00	Suppliers, Vendors, or Services
Teenbell	906 E. 60th St.		Los Angeles	CA	90001		10/13/2017	\$2,016.00	Suppliers, Vendors, or Services
Teenbell	906 E. 60th St.		Los Angeles	CA	90001		10/20/2017	\$155.00	Suppliers, Vendors, or Services
Teenbell	906 E. 60th St.		Los Angeles	CA	90001		10/27/2017	\$11,718.00	Suppliers, Vendors, or Services
Teenbell	906 E. 60th St.		Los Angeles	CA	90001		10/31/2017	\$19,575.00	Suppliers, Vendors, or Services
Teenbell	906 E. 60th St.		Los Angeles	CA	90001		11/3/2017	\$45,753.00	Suppliers, Vendors, or Services
Teenbell	906 E. 60th St.		Los Angeles	CA	90001		11/7/2017	\$4,121.00	Suppliers, Vendors, or Services
Teenbell	906 E. 60th St.		Los Angeles	CA	90001		11/10/2017	\$13,686.00	Suppliers, Vendors, or Services
Teenbell	906 E. 60th St.		Los Angeles	CA	90001		11/14/2017	\$25,009.95	Suppliers, Vendors, or Services
Teenbell	906 E. 60th St.		Los Angeles	CA	90001		12/4/2017	\$49,900.35	Suppliers, Vendors, or Services
TEENBELL	906 E. 60th St.		Los Angeles	CA	90001		1/5/2018	\$11,163.25	Suppliers, Vendors, or Services
TENN DEPT OF REV	Adrew Jackson State Office Bld	500 Deaderick Street	Nashville	TN	37242		10/13/2017	\$2,356.00	SALES TAX
TENN DEPT OF REV	Adrew Jackson State Office Bld	500 Deaderick Street	Nashville	TN	37242		10/23/2017	\$23,307.00	SALES TAX
TENN DEPT OF REV	Adrew Jackson State Office Bld	500 Deaderick Street	Nashville	TN	37242		11/21/2017	\$19,227.00	SALES TAX
TENN DEPT OF REV	Adrew Jackson State Office Bld	500 Deaderick Street	Nashville	TN	37242		11/22/2017	\$1,114.00	SALES TAX
TENN DEPT OF REV	Adrew Jackson State Office Bld	500 Deaderick Street	Nashville	TN	37242		12/21/2017	\$22,490.00	SALES TAX
TEXAS LIFE INS	P.O. Box 830		Waco	TX	76703-0830		10/12/2017	\$1,142.06	INSURANCE PREMIUMS
TEXAS LIFE INS	P.O. Box 830		Waco	TX	76703-0830		10/17/2017	\$1,172.53	INSURANCE PREMIUMS
TEXAS LIFE INS	P.O. Box 830		Waco	TX	76703-0830		10/19/2017	\$589.53	INSURANCE PREMIUMS
TEXAS LIFE INS	P.O. Box 830		Waco	TX	76703-0830		11/14/2017	\$1,142.06	INSURANCE PREMIUMS
TEXAS LIFE INS	P.O. Box 830		Waco	TX	76703-0830		11/17/2017	\$1,172.53	INSURANCE PREMIUMS
TEXAS LIFE INS	P.O. Box 830		Waco	TX	76703-0830		11/21/2017	\$589.53	INSURANCE PREMIUMS
TEXAS LIFE INS	P.O. Box 830		Waco	TX	76703-0830		12/12/2017	\$1,142.06	INSURANCE PREMIUMS
TEXAS LIFE INS	P.O. Box 830		Waco	TX	76703-0830		12/19/2017	\$1,762.06	INSURANCE PREMIUMS
TEXNET							10/20/2017	\$517,840.54	SALES TAX
TEXNET							11/20/2017	\$431,952.87	SALES TAX
TEXNET							12/20/2017	\$535,922.38	SALES TAX
THE CLOTHING COMPANY	1105 Towne Ave #103		Los Angeles	CA	90021		10/25/2017	\$15,614.00	Suppliers, Vendors, or Services
THE CLOTHING COMPANY	1105 Towne Ave #103		Los Angeles	CA	90021		11/11/2017	\$1,700.00	Suppliers, Vendors, or Services
THE CLOTHING COMPANY	1105 Towne Ave #103		Los Angeles	CA	90021		12/02/2017	\$4,542.50	Suppliers, Vendors, or Services
THE CLOTHING COMPANY	1105 Towne Ave #103		Los Angeles	CA	90021		12/05/2017	\$2,526.00	Suppliers, Vendors, or Services
The Creme Shop	819 S. Gladys Ave		Los Angeles	CA	90021		10/13/2017	\$1,710.00	Suppliers, Vendors, or Services
The Creme Shop	819 S. Gladys Ave		Los Angeles	CA	90021		10/18/2017	\$11,613.60	Suppliers, Vendors, or Services
The Creme Shop	819 S. Gladys Ave		Los Angeles	CA	90021		10/27/2017	\$2,901.60	Suppliers, Vendors, or Services
The Creme Shop	819 S. Gladys Ave		Los Angeles	CA	90021		11/3/2017	\$26,261.55	Suppliers, Vendors, or Services
The Domain Mall II, LLC	PO Box 402408		Atlanta	GA	30384-2408		11/3/2017	\$14,765.23	Rent
The Domain Mall II, LLC	PO Box 402408		Atlanta	GA	30384-2408		12/1/2017	\$13,427.15	Rent
The Dotcom Team LLC							1/4/2018	\$16,819.31	Suppliers, Vendors, or Services
THE HARTFORD	P.O. Box 660916		Dallas	TX	75266-0916		10/23/2017	\$77,272.00	Suppliers, Vendors, or Services
The Lions Model Management LLC	286 5th Avenue 12th Floor		New York	NY	10001		11/8/2017	\$1,800.00	Suppliers, Vendors, or Services
THE LIONS MODEL MGMT	286 5th Avenue 12th Floor		New York	NY	10001		1/8/2018	\$10,800.00	Suppliers, Vendors, or Services
The Only Agency	20 W 22nd Street, Suite 701		New York	NY	10010		11/8/2017	\$2,200.00	Suppliers, Vendors, or Services
The Only Agency	20 W 22nd Street, Suite 701		New York	NY	10010		12/6/2017	\$3,300.00	Suppliers, Vendors, or Services
The Only Agency	20 W 22nd Street, Suite 701		New York	NY	10010		1/4/2018	\$1,100.00	Suppliers, Vendors, or Services
The Sang	Encore USA dba The Sang	807 E. 12th St. Suite 135	Los Angeles	CA	90021		10/13/2017	\$22,251.60	Suppliers, Vendors, or Services
The Sang	Encore USA dba The Sang	807 E. 12th St. Suite 135	Los Angeles	CA	90021		10/18/2017	\$25,517.50	Suppliers, Vendors, or Services

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Certain payments or transfers to creditors within 90 days before filing this case

Creditor's name	Address 1	Address 2	City	State	Zip	Country	Date	Total amount or value	Reason for payment or transfer (e.g. Secured debt, Unsecured loan repayments, Suppliers or vendors, Services, or Other)
The Sang	Encore USA dba The Sang	807 E. 12th St. Suite 135	Los Angeles	CA	90021		10/20/2017	\$1,387.50	Suppliers, Vendors, or Services
The Sang	Encore USA dba The Sang	807 E. 12th St. Suite 135	Los Angeles	CA	90021		10/27/2017	\$551.25	Suppliers, Vendors, or Services
The Sang	Encore USA dba The Sang	807 E. 12th St. Suite 135	Los Angeles	CA	90021		11/3/2017	\$1,388.25	Suppliers, Vendors, or Services
The Timing Inc	1100 S. San Pedro St. #A-8		Los Angeles	CA	90015		10/13/2017	\$20,909.10	Suppliers, Vendors, or Services
The Timing Inc	1100 S. San Pedro St. #A-8		Los Angeles	CA	90015		10/20/2017	\$5,254.50	Suppliers, Vendors, or Services
The Timing Inc	1100 S. San Pedro St. #A-8		Los Angeles	CA	90015		10/27/2017	\$33,047.80	Suppliers, Vendors, or Services
The Timing Inc	1100 S. San Pedro St. #A-8		Los Angeles	CA	90015		10/31/2017	\$1,901.90	Suppliers, Vendors, or Services
The Timing Inc	1100 S. San Pedro St. #A-8		Los Angeles	CA	90015		11/7/2017	\$19,752.77	Suppliers, Vendors, or Services
The Timing Inc	1100 S. San Pedro St. #A-8		Los Angeles	CA	90015		11/10/2017	\$666.00	Suppliers, Vendors, or Services
The Timing Inc	1100 S. San Pedro St. #A-8		Los Angeles	CA	90015		11/14/2017	\$17,664.00	Suppliers, Vendors, or Services
The Timing Inc	1100 S. San Pedro St. #A-8		Los Angeles	CA	90015		11/17/2017	\$85.20	Suppliers, Vendors, or Services
The Vintage Shop	1015 S. Crocker St. # R-14		Los Angeles	CA	90021		10/13/2017	\$17,419.70	Suppliers, Vendors, or Services
The Vintage Shop	1015 S. Crocker St. # R-14		Los Angeles	CA	90021		10/18/2017	\$3,740.00	Suppliers, Vendors, or Services
The Vintage Shop	1015 S. Crocker St. # R-14		Los Angeles	CA	90021		10/20/2017	\$5,045.50	Suppliers, Vendors, or Services
The Vintage Shop	1015 S. Crocker St. # R-14		Los Angeles	CA	90021		10/27/2017	\$60,494.75	Suppliers, Vendors, or Services
The Vintage Shop	1015 S. Crocker St. # R-14		Los Angeles	CA	90021		10/31/2017	\$7,258.00	Suppliers, Vendors, or Services
The Vintage Shop	1015 S. Crocker St. # R-14		Los Angeles	CA	90021		11/7/2017	\$24,488.25	Suppliers, Vendors, or Services
The Vintage Shop	1015 S. Crocker St. # R-14		Los Angeles	CA	90021		11/14/2017	\$19,404.50	Suppliers, Vendors, or Services
The Vintage Shop	1015 S. Crocker St. # R-14		Los Angeles	CA	90021		11/17/2017	\$9,123.75	Suppliers, Vendors, or Services
THE VINTAGE SHOP	1015 S. Crocker St. # R-14		Los Angeles	CA	90021		11/18/2017	\$93,263.50	Suppliers, Vendors, or Services
THE VINTAGE SHOP	1015 S. Crocker St. # R-14		Los Angeles	CA	90021		12/07/2017	\$42,358.75	Suppliers, Vendors, or Services
THE VINTAGE SHOP	1015 S. Crocker St. # R-14		Los Angeles	CA	90021		12/15/2017	\$4,357.25	Suppliers, Vendors, or Services
Thor Palmer House Retail, LLC	PO Box 310541		Des Moines	IA	50331-0541		11/3/2017	\$19,017.91	Rent
Thor Palmer House Retail, LLC	PO Box 310541		Des Moines	IA	50331-0541		12/1/2017	\$16,529.09	Rent
THT BODY INTIMATES	148 West 37th Street 8th Floor		New York	NY	10018		10/24/2017	\$4,032.00	Suppliers, Vendors, or Services
THT BODY INTIMATES	148 West 37th Street 8th Floor		New York	NY	10018		11/01/2017	\$2,100.00	Suppliers, Vendors, or Services
THT BODY INTIMATES	148 West 37th Street 8th Floor		New York	NY	10018		11/15/2017	\$10,332.00	Suppliers, Vendors, or Services
TK Jewelry Imports LLC	1270 Broadway Suite 906		New York	NY	10001		10/13/2017	\$7,438.80	Suppliers, Vendors, or Services
TK Jewelry Imports LLC	1270 Broadway Suite 906		New York	NY	10001		11/7/2017	\$2,880.00	Suppliers, Vendors, or Services
TM Willow Bend Shops, LP	PO Box 205297		Dallas	TX	75320-5297		11/3/2017	\$20,829.76	Rent
Together Clothing	1100 S. San Pedro St G-07		Los Angeles	CA	90015		10/20/2017	\$1,120.00	Suppliers, Vendors, or Services
Together Clothing	1100 S. San Pedro St G-07		Los Angeles	CA	90015		10/27/2017	\$22,529.00	Suppliers, Vendors, or Services
Together Clothing	1100 S. San Pedro St G-07		Los Angeles	CA	90015		11/7/2017	\$13,936.00	Suppliers, Vendors, or Services
TOP 10	1016 S. Towne Ave., #104		Los Angeles	CA	90021		10/18/2017	\$1,380.00	Suppliers, Vendors, or Services
TOP 10	1016 S. Towne Ave., #104		Los Angeles	CA	90021		10/20/2017	\$13,936.50	Suppliers, Vendors, or Services
TOP 10	1016 S. Towne Ave., #104		Los Angeles	CA	90021		10/27/2017	\$35,265.25	Suppliers, Vendors, or Services
TOP 10	1016 S. Towne Ave., #104		Los Angeles	CA	90021		11/3/2017	\$9,209.25	Suppliers, Vendors, or Services
TOP 10	1016 S. Towne Ave., #104		Los Angeles	CA	90021		11/7/2017	\$3,890.25	Suppliers, Vendors, or Services
TOP 10	1016 S. Towne Ave., #104		Los Angeles	CA	90021		11/14/2017	\$30,195.60	Suppliers, Vendors, or Services
TOP 10	1016 S. Towne Ave., #104		Los Angeles	CA	90021		11/17/2017	\$63,603.85	Suppliers, Vendors, or Services
Top Chic	A La Mode Clothing Co Inc dba Top Chic	1015 Crocker St. # Q-5	Los Angeles	CA	90021		10/18/2017	\$8,839.60	Suppliers, Vendors, or Services
Top Chic	A La Mode Clothing Co Inc dba Top Chic	1015 Crocker St. # Q-5	Los Angeles	CA	90021		10/20/2017	\$2,850.75	Suppliers, Vendors, or Services
Top Chic	A La Mode Clothing Co Inc dba Top Chic	1015 Crocker St. # Q-5	Los Angeles	CA	90021		11/22/2017	\$308.00	Suppliers, Vendors, or Services
Top Guy Int'l Trading Inc	333 Brea Canyon Rd		City of Industry	CA	91789		10/13/2017	\$5,793.00	Suppliers, Vendors, or Services
Top Guy Int'l Trading Inc	333 Brea Canyon Rd		City of Industry	CA	91789		10/18/2017	\$9,249.00	Suppliers, Vendors, or Services
Top Guy Int'l Trading Inc	333 Brea Canyon Rd		City of Industry	CA	91789		10/20/2017	\$21,708.00	Suppliers, Vendors, or Services
Top Guy Int'l Trading Inc	333 Brea Canyon Rd		City of Industry	CA	91789		10/27/2017	\$6,100.50	Suppliers, Vendors, or Services
Top Guy Int'l Trading Inc	333 Brea Canyon Rd		City of Industry	CA	91789		10/31/2017	\$372,715.50	Suppliers, Vendors, or Services
Top Guy Int'l Trading Inc	333 Brea Canyon Rd		City of Industry	CA	91789		11/3/2017	\$936.00	Suppliers, Vendors, or Services
Top Guy Int'l Trading Inc	333 Brea Canyon Rd		City of Industry	CA	91789		11/7/2017	\$66,188.25	Suppliers, Vendors, or Services

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Certain payments or transfers to creditors within 90 days before filing this case

Creditor's name	Address 1	Address 2	City	State	Zip	Country	Date	Total amount or value	Reason for payment or transfer (e.g. Secured debt, Unsecured loan repayments, Suppliers or vendors, Services, or Other)
Top Guy Int'l Trading Inc	333 Brea Canyon Rd		City of Industry	CA	91789		11/14/2017	\$54,815.50	Suppliers, Vendors, or Services
Top Guy Int'l Trading Inc	333 Brea Canyon Rd		City of Industry	CA	91789		11/17/2017	\$47,662.45	Suppliers, Vendors, or Services
Top Guy Int'l Trading Inc	333 Brea Canyon Rd		City of Industry	CA	91789		11/22/2017	\$765.00	Suppliers, Vendors, or Services
Tovia	1228 1/2 S. San Pedro St		Los Angeles	CA	90015		10/18/2017	\$9,921.60	Suppliers, Vendors, or Services
Tovia	1228 1/2 S. San Pedro St		Los Angeles	CA	90015		10/20/2017	\$48,975.45	Suppliers, Vendors, or Services
Tovia	1228 1/2 S. San Pedro St		Los Angeles	CA	90015		10/27/2017	\$56,343.40	Suppliers, Vendors, or Services
Tovia	1228 1/2 S. San Pedro St		Los Angeles	CA	90015		10/31/2017	\$11,077.10	Suppliers, Vendors, or Services
Tovia	1228 1/2 S. San Pedro St		Los Angeles	CA	90015		11/3/2017	\$2,471.05	Suppliers, Vendors, or Services
Tovia	1228 1/2 S. San Pedro St		Los Angeles	CA	90015		11/14/2017	\$1,253.00	Suppliers, Vendors, or Services
Tovia	1228 1/2 S. San Pedro St		Los Angeles	CA	90015		11/17/2017	\$14,752.50	Suppliers, Vendors, or Services
Tovia	1228 1/2 S. San Pedro St		Los Angeles	CA	90015		12/1/2017	\$32,289.40	Suppliers, Vendors, or Services
Town East Mall, LLC	SDS-12-1514	PO Box 86	Minneapolis	MN	55486-1514		11/13/2017	\$26,067.83	Rent
Town East Mall, LLC	SDS-12-1514	PO Box 86	Minneapolis	MN	55486-1514		12/8/2017	\$26,312.01	Rent
Trac	2019 E 48TH ST		Vernon	CA	90058		10/18/2017	\$24,755.75	Suppliers, Vendors, or Services
Trac	2019 E 48TH ST		Vernon	CA	90058		10/20/2017	\$30,539.25	Suppliers, Vendors, or Services
Trac	2019 E 48TH ST		Vernon	CA	90058		10/27/2017	\$1,710.00	Suppliers, Vendors, or Services
Trac	2019 E 48TH ST		Vernon	CA	90058		10/31/2017	\$14,314.25	Suppliers, Vendors, or Services
Trac	2019 E 48TH ST		Vernon	CA	90058		11/3/2017	\$9,165.00	Suppliers, Vendors, or Services
Trac	2019 E 48TH ST		Vernon	CA	90058		11/14/2017	\$65,369.50	Suppliers, Vendors, or Services
Trac	2019 E 48TH ST		Vernon	CA	90058		11/17/2017	\$924.00	Suppliers, Vendors, or Services
Trac	2019 E 48TH ST		Vernon	CA	90058		11/22/2017	\$20,180.00	Suppliers, Vendors, or Services
Trac	2019 E 48TH ST		Vernon	CA	90058		12/1/2017	\$19,851.75	Suppliers, Vendors, or Services
Tramever Inc	c/o FTC Commercial Corp.	PO Box 51228	Los Angeles	CA	90051-5528		10/27/2017	\$4,995.00	Suppliers, Vendors, or Services
Tramever Inc	c/o FTC Commercial Corp.	PO Box 51228	Los Angeles	CA	90051-5528		10/31/2017	\$5,505.00	Suppliers, Vendors, or Services
Tramever Inc	c/o FTC Commercial Corp.	PO Box 51228	Los Angeles	CA	90051-5528		11/3/2017	\$1,584.00	Suppliers, Vendors, or Services
Tramever Inc	c/o FTC Commercial Corp.	PO Box 51228	Los Angeles	CA	90051-5528		11/14/2017	\$6,845.20	Suppliers, Vendors, or Services
Travelers	Travelers CL Remittance Center	PO Box 660317	Dallas	TX	75266-0317		11/2/2017	\$50,118.50	Suppliers, Vendors, or Services
Travelers	Travelers CL Remittance Center	PO Box 660317	Dallas	TX	75266-0317		11/8/2017	\$41,475.10	Suppliers, Vendors, or Services
Travelers	Travelers CL Remittance Center	PO Box 660317	Dallas	TX	75266-0317		12/8/2017	\$41,475.10	Suppliers, Vendors, or Services
Tucson Mall LLC	SDS-12-2082	PO Box 86	Minneapolis	MN	55486-2082		11/3/2017	\$34,470.54	Rent
ULINE	Attn Accounts Receivable	PO Box 88741	Chicago	IL	60680-1741		10/20/2017	\$4,253.05	Suppliers, Vendors, or Services
ULINE	Attn Accounts Receivable	PO Box 88741	Chicago	IL	60680-1741		10/28/2017	\$1,056.47	Suppliers, Vendors, or Services
ULINE	Attn Accounts Receivable	PO Box 88741	Chicago	IL	60680-1741		11/16/2017	\$1,059.76	Suppliers, Vendors, or Services
ULINE	Attn Accounts Receivable	PO Box 88741	Chicago	IL	60680-1741		12/14/2017	\$1,841.50	Suppliers, Vendors, or Services
ULINE	Attn Accounts Receivable	PO Box 88741	Chicago	IL	60680-1741		12/18/2017	\$1,841.50	Suppliers, Vendors, or Services
ULINE	Attn Accounts Receivable	PO Box 88741	Chicago	IL	60680-1741		12/21/2017	\$1,379.64	Suppliers, Vendors, or Services
ULINE	Attn Accounts Receivable	PO Box 88741	Chicago	IL	60680-1741		12/22/2017	\$517.50	Suppliers, Vendors, or Services
ULINE	Attn Accounts Receivable	PO Box 88741	Chicago	IL	60680-1741		12/27/2017	\$1,831.50	Suppliers, Vendors, or Services
ULINE	Attn Accounts Receivable	PO Box 88741	Chicago	IL	60680-1741		12/28/2017	\$4,420.15	Suppliers, Vendors, or Services
ULINE	Attn Accounts Receivable	PO Box 88741	Chicago	IL	60680-1741		12/29/2017	\$14,031.68	Suppliers, Vendors, or Services
ULINE	Attn Accounts Receivable	PO Box 88741	Chicago	IL	60680-1741		12/29/2017	\$1,750.50	Suppliers, Vendors, or Services
ULINE	Attn Accounts Receivable	PO Box 88741	Chicago	IL	60680-1741		1/5/2018	\$8,588.28	Suppliers, Vendors, or Services
UPS	P.O. Box 650690		Dallas	TX	75265-0690		10/16/2017	\$54,968.62	Suppliers, Vendors, or Services
UPS	P.O. Box 650690		Dallas	TX	75265-0690		10/17/2017	\$3,237.30	Suppliers, Vendors, or Services
UPS	P.O. Box 650690		Dallas	TX	75265-0690		10/23/2017	\$53,686.88	Suppliers, Vendors, or Services
UPS	P.O. Box 650690		Dallas	TX	75265-0690		10/29/2017	\$59,665.67	Suppliers, Vendors, or Services
UPS	P.O. Box 650690		Dallas	TX	75265-0690		11/6/2017	\$66,130.14	Suppliers, Vendors, or Services
UPS	P.O. Box 650690		Dallas	TX	75265-0690		11/06/2017	\$10.49	Suppliers, Vendors, or Services
UPS	P.O. Box 650690		Dallas	TX	75265-0690		11/13/2017	\$66,216.64	Suppliers, Vendors, or Services
UPS	P.O. Box 650690		Dallas	TX	75265-0690		11/15/2017	\$11.34	Suppliers, Vendors, or Services
UPS	P.O. Box 650690		Dallas	TX	75265-0690		11/17/2017	\$2,621.49	Suppliers, Vendors, or Services
UPS	P.O. Box 650690		Dallas	TX	75265-0690		11/20/2017	\$70,240.51	Suppliers, Vendors, or Services
UPS	P.O. Box 650690		Dallas	TX	75265-0690		11/27/2017	\$16,547.07	Suppliers, Vendors, or Services
UPS	P.O. Box 650690		Dallas	TX	75265-0690		11/29/2017	\$254.81	Suppliers, Vendors, or Services
UPS	P.O. Box 650690		Dallas	TX	75265-0690		12/4/2017	\$61,803.40	Suppliers, Vendors, or Services
UPS	P.O. Box 650690		Dallas	TX	75265-0690		12/11/2017	\$56,696.42	Suppliers, Vendors, or Services

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Certain payments or transfers to creditors within 90 days before filing this case

Creditor's name	Address 1	Address 2	City	State	Zip	Country	Date	Total amount or value	Reason for payment or transfer (e.g. Secured debt, Unsecured loan repayments, Suppliers or vendors, Services, or Other)
UPS	P.O. Box 650690		Dallas	TX	75265-0690		12/18/2017	\$62,072.68	Suppliers, Vendors, or Services
UPS	P.O. Box 650690		Dallas	TX	75265-0690		12/26/2017	\$58,564.21	Suppliers, Vendors, or Services
UPS	P.O. Box 650690		Dallas	TX	75265-0690		1/2/2018	\$40,233.58	Suppliers, Vendors, or Services
UPS	P.O. Box 650690		Dallas	TX	75265-0690		1/8/2018	\$45,345.50	Suppliers, Vendors, or Services
USEF RELP Medio, LLC	P.O. Box 207004		Dallas	TX	75320-7004		10/25/2017	\$95,942.21	Rent
USEF RELP Medio, LLC	P.O. Box 207004		Dallas	TX	75320-7004		11/24/2017	\$98,417.21	Rent
USI Insurance Services LLC	P.O. Box 61187		Virginia Beach	VA	23466		10/18/2017	\$4,750.00	Suppliers, Vendors, or Services
USI Insurance Services LLC	P.O. Box 61187		Virginia Beach	VA	23466		11/8/2017	\$4,750.00	Suppliers, Vendors, or Services
USI Insurance Services LLC	P.O. Box 61187		Virginia Beach	VA	23466		12/13/2017	\$4,750.00	Suppliers, Vendors, or Services
USI Insurance Services LLC	P.O. Box 61187		Virginia Beach	VA	23466		1/8/2018	\$391,576.10	Suppliers, Vendors, or Services
Vault Sportswear Inc.	1407 Broadway, Rm 2107		New York	NY	10018		10/27/2017	\$16,341.50	Suppliers, Vendors, or Services
Vault Sportswear Inc.	1407 Broadway, Rm 2107		New York	NY	10018		11/10/2017	\$3,720.00	Suppliers, Vendors, or Services
Vault Sportswear Inc.	1407 Broadway, Rm 2107		New York	NY	10018		11/14/2017	\$4,284.75	Suppliers, Vendors, or Services
VICTORY PACKAGING	P.O. Box 840727		Dallas	TX	75284-0727		10/14/2017	\$6,038.19	Suppliers, Vendors, or Services
VICTORY PACKAGING	P.O. Box 840727		Dallas	TX	75284-0727		11/02/2017	\$11,981.97	Suppliers, Vendors, or Services
VICTORY PACKAGING	P.O. Box 840727		Dallas	TX	75284-0727		11/09/2017	\$9,905.62	Suppliers, Vendors, or Services
VICTORY PACKAGING	P.O. Box 840727		Dallas	TX	75284-0727		11/18/2017	\$11,351.35	Suppliers, Vendors, or Services
VICTORY PACKAGING	P.O. Box 840727		Dallas	TX	75284-0727		12/07/2017	\$10,786.03	Suppliers, Vendors, or Services
VICTORY PACKAGING	P.O. Box 840727		Dallas	TX	75284-0727		12/29/2017	\$9,111.86	Suppliers, Vendors, or Services
VIVA USA	DTE Trading Inc dba Viva USA	430 Madera Street	San Gabriel	CA	91776		12/19/2017	\$37,950.10	Suppliers, Vendors, or Services
VIVA USA	DTE Trading Inc dba Viva USA	430 Madera Street	San Gabriel	CA	91776		12/20/2017	\$9,320.25	Suppliers, Vendors, or Services
Vivace	726 E 12th St.	#116	Los Angeles	CA	90021		10/18/2017	\$1,956.50	Suppliers, Vendors, or Services
Vivace	726 E 12th St.	#116	Los Angeles	CA	90021		10/20/2017	\$360.00	Suppliers, Vendors, or Services
Vivace	726 E 12th St.	#116	Los Angeles	CA	90021		10/31/2017	\$348.00	Suppliers, Vendors, or Services
Vivace	726 E 12th St.	#116	Los Angeles	CA	90021		11/3/2017	\$540.00	Suppliers, Vendors, or Services
Vivace	726 E 12th St.	#116	Los Angeles	CA	90021		11/7/2017	\$552.00	Suppliers, Vendors, or Services
Vivace	726 E 12th St.	#116	Los Angeles	CA	90021		11/10/2017	\$9,247.50	Suppliers, Vendors, or Services
Vivace	726 E 12th St.	#116	Los Angeles	CA	90021		11/14/2017	\$696.00	Suppliers, Vendors, or Services
Vivace	726 E 12th St.	#116	Los Angeles	CA	90021		11/22/2017	\$973.25	Suppliers, Vendors, or Services
Vizio Fashion	Colate Collection Inc dba Vizio Fashion	800 E.12th Street Suite #105	Los Angeles	CA	90021		10/20/2017	\$7,402.90	Suppliers, Vendors, or Services
Vizio Fashion	Colate Collection Inc dba Vizio Fashion	800 E.12th Street Suite #105	Los Angeles	CA	90021		10/27/2017	\$7,962.75	Suppliers, Vendors, or Services
Wax Jean	2415 E. 15th Street		Los Angeles	CA	90021		10/13/2017	\$4,462.50	Suppliers, Vendors, or Services
Wax Jean	2415 E. 15th Street		Los Angeles	CA	90021		10/27/2017	\$28,915.75	Suppliers, Vendors, or Services
Wax Jean	2415 E. 15th Street		Los Angeles	CA	90021		10/31/2017	\$6,435.00	Suppliers, Vendors, or Services
Wax Jean	2415 E. 15th Street		Los Angeles	CA	90021		11/7/2017	\$13,925.10	Suppliers, Vendors, or Services
Wax Jean	2415 E. 15th Street		Los Angeles	CA	90021		11/10/2017	\$25,304.25	Suppliers, Vendors, or Services
Wax Jean	2415 E. 15th Street		Los Angeles	CA	90021		11/14/2017	\$14,107.50	Suppliers, Vendors, or Services
Wax Jean	2415 E. 15th Street		Los Angeles	CA	90021		12/1/2017	\$315.00	Suppliers, Vendors, or Services
WELLS FARGO LEASE	PO Box 7777		San Francisco	CA	94120-7777		10/11/2017	\$4,361.84	LEASE ON XEROX COPIER
WELLS FARGO LEASE	PO Box 7777		San Francisco	CA	94120-7777		11/13/2017	\$4,361.84	LEASE ON XEROX COPIER
WELLS FARGO LEASE	PO Box 7777		San Francisco	CA	94120-7777		12/11/2017	\$4,361.84	XEROX COPIER
Westland Mall, LLC	PO Box 865019		Orlando	FL	32886-5019		10/25/2017	\$28,323.89	Rent
Westland Mall, LLC	PO Box 865019		Orlando	FL	32886-5019		11/24/2017	\$28,323.89	Rent
WestMoon	1188 S. San Pedro St., Ste. T		Los Angeles	CA	90015		10/20/2017	\$9,764.00	Suppliers, Vendors, or Services
WestMoon	1188 S. San Pedro St., Ste. T		Los Angeles	CA	90015		10/27/2017	\$78,427.90	Suppliers, Vendors, or Services
WestMoon	1188 S. San Pedro St., Ste. T		Los Angeles	CA	90015		10/31/2017	\$8,960.00	Suppliers, Vendors, or Services
WestMoon	1188 S. San Pedro St., Ste. T		Los Angeles	CA	90015		11/17/2017	\$18,517.90	Suppliers, Vendors, or Services
Westwood Footwear - C/O Hana F	18955 Railroad Street		City of Industry	CA	91748		10/31/2017	\$17,498.00	Suppliers, Vendors, or Services
WHEATON PLAZA	PO Box 55275		Los Angeles	CA	90074-5275		11/13/2017	\$35,109.11	RENT
Wilhelmina West Inc.	300 Park Avenue South	2nd floor	New York	NY	10010		1/4/2018	\$27,000.00	Suppliers, Vendors, or Services
Willington Investment LLC	4715 S. Alameda St		Los Angeles	CA	90058		10/25/2017	\$24,190.47	Rent
Willington Investment LLC	4715 S. Alameda St		Los Angeles	CA	90058		11/24/2017	\$24,190.47	Rent
Willowbrook Mall (TX), LLC	SDS-12-3092	PO Box 86	Minneapolis	MN	55486-3092		11/3/2017	\$39,519.67	Rent
Willowbrook Mall (TX), LLC	SDS-12-3092	PO Box 86	Minneapolis	MN	55486-3092		12/1/2017	\$39,519.67	Rent

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 Attachment 3

Certain payments or transfers to creditors within 90 days before filing this case

Creditor's name	Address 1	Address 2	City	State	Zip	Country	Date	Total amount or value	Reason for payment or transfer (e.g. Secured debt, Unsecured loan repayments, Suppliers or vendors, Services, or Other)
Wishlist	Chas Group Inc dba Wishlist	203 W. Martin Luther King Jr. Blvd	Los Angeles	CA	90037		11/10/2017	\$7,080.00	Suppliers, Vendors, or Services
Woodfield Mall LLC	7409 Solution Center		Chicago	IL	60677-7004		11/3/2017	\$45,373.07	Rent
Woodfield Mall LLC	7409 Solution Center		Chicago	IL	60677-7004		12/1/2017	\$45,373.07	Rent
Wow Knit Inc	3100 S Grand Avenue		Los Angeles	CA	90007		10/18/2017	\$2,956.50	Suppliers, Vendors, or Services
Wow Knit Inc	3100 S Grand Avenue		Los Angeles	CA	90007		10/27/2017	\$8,129.75	Suppliers, Vendors, or Services
XTAREN	1126 S. Crocker Street		Los Angeles	CA	90021		09/30/2017	\$1,536.05	Suppliers, Vendors, or Services
XTAREN	1126 S. Crocker Street		Los Angeles	CA	90021		10/07/2017	\$1,560.00	Suppliers, Vendors, or Services
XTAREN	1126 S. Crocker Street		Los Angeles	CA	90021		10/13/2017	\$333.72	Suppliers, Vendors, or Services
XTAREN	1126 S. Crocker Street		Los Angeles	CA	90021		10/14/2017	\$1,240.00	Suppliers, Vendors, or Services
XTAREN	1126 S. Crocker Street		Los Angeles	CA	90021		10/31/2017	\$1,530.11	Suppliers, Vendors, or Services
XTAREN	1126 S. Crocker Street		Los Angeles	CA	90021		12/01/2017	\$546.00	Suppliers, Vendors, or Services
XTAREN	1126 S. Crocker Street		Los Angeles	CA	90021		12/09/2017	\$555.06	Suppliers, Vendors, or Services
Xtaren Inc.	1126 S. Crocker Street		Los Angeles	CA	90021		10/13/2017	\$1,107.68	Suppliers, Vendors, or Services
Xtaren Inc.	1126 S. Crocker Street		Los Angeles	CA	90021		11/10/2017	\$1,540.00	Suppliers, Vendors, or Services
Xtaren Inc.	1126 S. Crocker Street		Los Angeles	CA	90021		11/14/2017	\$2,799.05	Suppliers, Vendors, or Services
Xtaren Inc.	1126 S. Crocker Street		Los Angeles	CA	90021		11/22/2017	\$1,857.60	Suppliers, Vendors, or Services
YMI JEANSWEAR	1155 S. Boyle Avenue		Los Angeles	CA	90023		1/8/2018	\$43,029.60	Suppliers, Vendors, or Services
YMI JEANSWEAR INC	1155 S. Boyle Avenue		Los Angeles	CA	90023		10/02/2017	\$60,447.05	Suppliers, Vendors, or Services
YMI JEANSWEAR INC	1155 S. Boyle Avenue		Los Angeles	CA	90023		10/03/2017	\$15,369.00	Suppliers, Vendors, or Services
YMI JEANSWEAR INC	1155 S. Boyle Avenue		Los Angeles	CA	90023		10/16/2017	\$61,404.00	Suppliers, Vendors, or Services
YMI JEANSWEAR INC	1155 S. Boyle Avenue		Los Angeles	CA	90023		10/17/2017	\$13,440.00	Suppliers, Vendors, or Services
YMI JEANSWEAR INC	1155 S. Boyle Avenue		Los Angeles	CA	90023		10/23/2017	\$47,965.20	Suppliers, Vendors, or Services
YMI JEANSWEAR INC	1155 S. Boyle Avenue		Los Angeles	CA	90023		10/24/2017	\$7,626.00	Suppliers, Vendors, or Services
YMI JEANSWEAR INC	1155 S. Boyle Avenue		Los Angeles	CA	90023		10/29/2017	\$12,000.00	Suppliers, Vendors, or Services
YMI JEANSWEAR INC	1155 S. Boyle Avenue		Los Angeles	CA	90023		11/05/2017	\$12,474.00	Suppliers, Vendors, or Services
YMI JEANSWEAR INC	1155 S. Boyle Avenue		Los Angeles	CA	90023		11/09/2017	\$13,890.00	Suppliers, Vendors, or Services
YMI JEANSWEAR INC	1155 S. Boyle Avenue		Los Angeles	CA	90023		11/13/2017	\$41,124.00	Suppliers, Vendors, or Services
YMI JEANSWEAR INC	1155 S. Boyle Avenue		Los Angeles	CA	90023		11/16/2017	\$11,232.00	Suppliers, Vendors, or Services
YMI JEANSWEAR INC	1155 S. Boyle Avenue		Los Angeles	CA	90023		11/23/2017	\$31,800.00	Suppliers, Vendors, or Services
YMI JEANSWEAR INC	1155 S. Boyle Avenue		Los Angeles	CA	90023		11/29/2017	\$57,111.00	Suppliers, Vendors, or Services
YMI JEANSWEAR INC	1155 S. Boyle Avenue		Los Angeles	CA	90023		12/05/2017	\$49,500.00	Suppliers, Vendors, or Services
YMI JEANSWEAR INC	1155 S. Boyle Avenue		Los Angeles	CA	90023		12/06/2017	\$8,475.00	Suppliers, Vendors, or Services
YMI JEANSWEAR INC	1155 S. Boyle Avenue		Los Angeles	CA	90023		12/08/2017	\$13,455.00	Suppliers, Vendors, or Services
YMI JEANSWEAR INC	1155 S. Boyle Avenue		Los Angeles	CA	90023		12/13/2017	\$39,384.00	Suppliers, Vendors, or Services
YMI JEANSWEAR INC	1155 S. Boyle Avenue		Los Angeles	CA	90023		12/19/2017	\$14,649.00	Suppliers, Vendors, or Services
YMI JEANSWEAR INC	1155 S. Boyle Avenue		Los Angeles	CA	90023		12/20/2017	\$99,000.00	Suppliers, Vendors, or Services
YMI JEANSWEAR INC	1155 S. Boyle Avenue		Los Angeles	CA	90023		12/24/2017	\$9,594.00	Suppliers, Vendors, or Services
YMI JEANSWEAR INC	1155 S. Boyle Avenue		Los Angeles	CA	90023		12/27/2017	\$12,637.80	Suppliers, Vendors, or Services
YMI JEANSWEAR INC	1155 S. Boyle Avenue		Los Angeles	CA	90023		12/28/2017	\$2,520.00	Suppliers, Vendors, or Services
YMI JEANSWEAR INC	1155 S. Boyle Avenue		Los Angeles	CA	90023		12/29/2017	\$8,568.00	Suppliers, Vendors, or Services
YMI JEANSWEAR INC	1155 S. Boyle Avenue		Los Angeles	CA	90023		12/31/2017	\$2,829.00	Suppliers, Vendors, or Services
YMI JEANSWEAR INC	1155 S. Boyle Avenue		Los Angeles	CA	90023		01/03/2018	\$10,836.00	Suppliers, Vendors, or Services
YMI JEANSWEAR INC	1155 S. Boyle Avenue		Los Angeles	CA	90023		01/04/2018	\$11,601.00	Suppliers, Vendors, or Services
YTC Mail Owner, LLC	26074 Network Place		Chicago	IL	60673-1260		11/3/2017	\$28,088.25	Rent

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In re: A'GACI, L.L.C.

Case No. 18-50049

Attachment 4

Payments or other transfers of property made within 1 year before filing this case that benefited any insider

Insider's name	Address 1	City	State	Zip	Date	Total amount or value	Reasons for payment or transfer	Relationship to debtor
Butterbach, Mark	12460 Network Blvd., Ste 106	San Antonio	TX	78249	2/3/2017	\$5,605.13	Payroll	Chief Financial Officer
Butterbach, Mark	12460 Network Blvd., Ste 106	San Antonio	TX	78249	2/17/2017	\$5,605.13	Payroll	Chief Financial Officer
Butterbach, Mark	12460 Network Blvd., Ste 106	San Antonio	TX	78249	3/3/2017	\$6,711.99	Payroll & Expense Reimbursement	Chief Financial Officer
Butterbach, Mark	12460 Network Blvd., Ste 106	San Antonio	TX	78249	3/17/2017	\$5,687.27	Payroll & Expense Reimbursement	Chief Financial Officer
Butterbach, Mark	12460 Network Blvd., Ste 106	San Antonio	TX	78249	3/31/2017	\$5,605.13	Payroll	Chief Financial Officer
Butterbach, Mark	12460 Network Blvd., Ste 106	San Antonio	TX	78249	4/14/2017	\$6,566.40	Payroll & Expense Reimbursement	Chief Financial Officer
Butterbach, Mark	12460 Network Blvd., Ste 106	San Antonio	TX	78249	4/28/2017	\$5,443.23	Payroll	Chief Financial Officer
Butterbach, Mark	12460 Network Blvd., Ste 106	San Antonio	TX	78249	5/12/2017	\$6,418.37	Payroll & Expense Reimbursement	Chief Financial Officer
Butterbach, Mark	12460 Network Blvd., Ste 106	San Antonio	TX	78249	5/26/2017	\$5,443.23	Payroll	Chief Financial Officer
Butterbach, Mark	12460 Network Blvd., Ste 106	San Antonio	TX	78249	6/9/2017	\$5,443.23	Payroll	Chief Financial Officer
Butterbach, Mark	12460 Network Blvd., Ste 106	San Antonio	TX	78249	6/23/2017	\$5,930.41	Payroll & Expense Reimbursement	Chief Financial Officer
Butterbach, Mark	12460 Network Blvd., Ste 106	San Antonio	TX	78249	7/7/2017	\$5,108.79	Payroll	Chief Financial Officer
Butterbach, Mark	12460 Network Blvd., Ste 106	San Antonio	TX	78249	7/21/2017	\$5,040.94	Payroll	Chief Financial Officer
Butterbach, Mark	12460 Network Blvd., Ste 106	San Antonio	TX	78249	8/4/2017	\$5,086.18	Payroll	Chief Financial Officer
Butterbach, Mark	12460 Network Blvd., Ste 106	San Antonio	TX	78249	8/18/2017	\$5,086.18	Payroll	Chief Financial Officer
Butterbach, Mark	12460 Network Blvd., Ste 106	San Antonio	TX	78249	9/1/2017	\$5,293.43	Payroll	Chief Financial Officer
Butterbach, Mark	12460 Network Blvd., Ste 106	San Antonio	TX	78249	9/15/2017	\$5,586.07	Payroll	Chief Financial Officer
Butterbach, Mark	12460 Network Blvd., Ste 106	San Antonio	TX	78249	9/29/2017	\$5,586.07	Payroll	Chief Financial Officer
Butterbach, Mark	12460 Network Blvd., Ste 106	San Antonio	TX	78249	10/13/2017	\$5,586.07	Payroll	Chief Financial Officer
Butterbach, Mark	12460 Network Blvd., Ste 106	San Antonio	TX	78249	10/27/2017	\$5,586.07	Payroll	Chief Financial Officer
Butterbach, Mark	12460 Network Blvd., Ste 106	San Antonio	TX	78249	11/10/2017	\$5,586.07	Payroll	Chief Financial Officer
Butterbach, Mark	12460 Network Blvd., Ste 106	San Antonio	TX	78249	11/24/2017	\$5,586.07	Payroll	Chief Financial Officer
Butterbach, Mark	12460 Network Blvd., Ste 106	San Antonio	TX	78249	12/8/2017	\$5,586.07	Payroll	Chief Financial Officer
Butterbach, Mark	12460 Network Blvd., Ste 106	San Antonio	TX	78249	12/22/2017	\$5,586.07	Payroll	Chief Financial Officer
Butterbach, Mark	12460 Network Blvd., Ste 106	San Antonio	TX	78249	12/26/2017	\$48,407.70	Bonus	Chief Financial Officer
Kim, Sung P	12460 Network Blvd., Ste 106	San Antonio	TX	78249	1/20/2017	\$3,632.60	Payroll	David Won's son in law
Kim, Sung P	12460 Network Blvd., Ste 106	San Antonio	TX	78249	2/3/2017	\$3,632.60	Payroll	David Won's son in law
Kim, Sung P	12460 Network Blvd., Ste 106	San Antonio	TX	78249	2/17/2017	\$3,632.89	Payroll	David Won's son in law
Kim, Sung P	12460 Network Blvd., Ste 106	San Antonio	TX	78249	3/3/2017	\$3,632.88	Payroll	David Won's son in law
Kim, Sung P	12460 Network Blvd., Ste 106	San Antonio	TX	78249	3/17/2017	\$3,632.89	Payroll	David Won's son in law
Kim, Sung P	12460 Network Blvd., Ste 106	San Antonio	TX	78249	3/31/2017	\$3,632.88	Payroll	David Won's son in law
Kim, Sung P	12460 Network Blvd., Ste 106	San Antonio	TX	78249	4/14/2017	\$3,632.89	Payroll	David Won's son in law
Kim, Sung P	12460 Network Blvd., Ste 106	San Antonio	TX	78249	4/28/2017	\$3,632.89	Payroll	David Won's son in law
Kim, Sung P	12460 Network Blvd., Ste 106	San Antonio	TX	78249	5/12/2017	\$3,756.56	Payroll	David Won's son in law
Kim, Sung P	12460 Network Blvd., Ste 106	San Antonio	TX	78249	5/26/2017	\$3,694.71	Payroll	David Won's son in law

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In re: A'GACI, L.L.C.

Case No. 18-50049

Attachment 4

Payments or other transfers of property made within 1 year before filing this case that benefited any insider

Insider's name	Address 1	City	State	Zip	Date	Total amount or value	Reasons for payment or transfer	Relationship to debtor
Kim, Sung P	12460 Network Blvd., Ste 106	San Antonio	TX	78249	6/9/2017	\$3,694.71	Payroll	David Won's son in law
Kim, Sung P	12460 Network Blvd., Ste 106	San Antonio	TX	78249	6/23/2017	\$3,694.72	Payroll	David Won's son in law
Kim, Sung P	12460 Network Blvd., Ste 106	San Antonio	TX	78249	7/7/2017	\$3,694.71	Payroll	David Won's son in law
Kim, Sung P	12460 Network Blvd., Ste 106	San Antonio	TX	78249	7/21/2017	\$3,694.72	Payroll	David Won's son in law
Kim, Sung P	12460 Network Blvd., Ste 106	San Antonio	TX	78249	8/4/2017	\$3,694.71	Payroll	David Won's son in law
Kim, Sung P	12460 Network Blvd., Ste 106	San Antonio	TX	78249	8/18/2017	\$3,694.71	Payroll	David Won's son in law
Kim, Sung P	12460 Network Blvd., Ste 106	San Antonio	TX	78249	9/1/2017	\$3,694.72	Payroll	David Won's son in law
Kim, Sung P	12460 Network Blvd., Ste 106	San Antonio	TX	78249	9/15/2017	\$3,719.71	Payroll	David Won's son in law
Kim, Sung P	12460 Network Blvd., Ste 106	San Antonio	TX	78249	9/29/2017	\$3,749.03	Payroll	David Won's son in law
Kim, Sung P	12460 Network Blvd., Ste 106	San Antonio	TX	78249	10/13/2017	\$3,749.03	Payroll	David Won's son in law
Kim, Sung P	12460 Network Blvd., Ste 106	San Antonio	TX	78249	10/27/2017	\$4,033.23	Payroll	David Won's son in law
Kim, Sung P	12460 Network Blvd., Ste 106	San Antonio	TX	78249	11/10/2017	\$4,123.19	Payroll	David Won's son in law
Kim, Sung P	12460 Network Blvd., Ste 106	San Antonio	TX	78249	11/24/2017	\$4,123.19	Payroll	David Won's son in law
Kim, Sung P	12460 Network Blvd., Ste 106	San Antonio	TX	78249	12/8/2017	\$4,123.19	Payroll	David Won's son in law
Kim, Sung P	12460 Network Blvd., Ste 106	San Antonio	TX	78249	12/22/2017	\$4,123.19	Payroll	David Won's son in law
Kim, Sung P	12460 Network Blvd., Ste 106	San Antonio	TX	78249	1/5/2018	\$3,694.72	Payroll	David Won's son in law
Kimm, June	2111 River Hollow Dr	San Antonio	TX	78232	1/31/2017	\$3,000.00	Business consultant	John Won and David Won's sister
Kimm, June	2111 River Hollow Dr	San Antonio	TX	78232	2/28/2017	\$3,000.00	Business consultant	John Won and David Won's sister
Kimm, June	2111 River Hollow Dr	San Antonio	TX	78232	3/31/2017	\$3,000.00	Business consultant	John Won and David Won's sister
Kimm, June	2111 River Hollow Dr	San Antonio	TX	78232	4/26/2017	\$3,000.00	Business consultant	John Won and David Won's sister
Kimm, June	2111 River Hollow Dr	San Antonio	TX	78232	6/1/2017	\$3,000.00	Business consultant	John Won and David Won's sister
Kimm, June	2111 River Hollow Dr	San Antonio	TX	78232	6/26/2017	\$3,000.00	Business consultant	John Won and David Won's sister
Kimm, June	2111 River Hollow Dr	San Antonio	TX	78232	7/24/2017	\$3,000.00	Business consultant	John Won and David Won's sister
Kimm, June	2111 River Hollow Dr	San Antonio	TX	78232	8/28/2017	\$3,000.00	Business consultant	John Won and David Won's sister
Kimm, June	2111 River Hollow Dr	San Antonio	TX	78232	9/29/2017	\$2,000.00	Business consultant	John Won and David Won's sister
Kimm, June	2111 River Hollow Dr	San Antonio	TX	78232	10/26/2017	\$2,000.00	Business consultant	John Won and David Won's sister
Kimm, June	2111 River Hollow Dr	San Antonio	TX	78232	11/28/2017	\$2,000.00	Business consultant	John Won and David Won's sister
Kimm, June	2111 River Hollow Dr	San Antonio	TX	78232	1/3/2018	\$2,000.00	Business consultant	John Won and David Won's sister
Varghese, Anil	12460 Network Blvd., Ste 106	San Antonio	TX	78249	12/26/2017	\$3,526.73	Payroll	Director of Information Technology
Varghese, Anil	12460 Network Blvd., Ste 106	San Antonio	TX	78249	12/26/2017	\$135.79	PA Tax Refunded	Director of Information Technology
Varghese, Anil	12460 Network Blvd., Ste 106	San Antonio	TX	78249	12/27/2017	\$5,000.00	Moving Expenses	Director of Information Technology
Won, David J	12460 Network Blvd., Ste 106	San Antonio	TX	78249	1/20/2017	\$11,018.31	Payroll	Chief Merchandising Officer
Won, David J	12460 Network Blvd., Ste 106	San Antonio	TX	78249	2/3/2017	\$11,018.33	Payroll	Chief Merchandising Officer
Won, David J	12460 Network Blvd., Ste 106	San Antonio	TX	78249	2/17/2017	\$11,018.31	Payroll	Chief Merchandising Officer
Won, David J	12460 Network Blvd., Ste 106	San Antonio	TX	78249	3/3/2017	\$11,018.32	Payroll	Chief Merchandising Officer
Won, David J	12460 Network Blvd., Ste 106	San Antonio	TX	78249	3/17/2017	\$11,162.50	Payroll	Chief Merchandising Officer
Won, David J	12460 Network Blvd., Ste 106	San Antonio	TX	78249	3/31/2017	\$12,503.07	Payroll	Chief Merchandising Officer
Won, David J	12460 Network Blvd., Ste 106	San Antonio	TX	78249	4/14/2017	\$12,520.24	Payroll	Chief Merchandising Officer
Won, David J	12460 Network Blvd., Ste 106	San Antonio	TX	78249	4/25/2017	\$127,907.98	Reimbursable expenses	Chief Merchandising Officer
Won, David J	12460 Network Blvd., Ste 106	San Antonio	TX	78249	4/28/2017	\$12,520.24	Payroll	Chief Merchandising Officer



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In re: AGACI, L.L.C.

Case No. 18-50049

Attachment 4

Payments or other transfers of property made within 1 year before filing this case that benefited any insider

Insider's name	Address 1	City	State	Zip	Date	Total amount or value	Reasons for payment or transfer	Relationship to debtor
Won, David J	12460 Network Blvd., Ste 106	San Antonio	TX	78249	5/12/2017	\$12,416.39	Payroll	Chief Merchandising Officer
Won, David J	12460 Network Blvd., Ste 106	San Antonio	TX	78249	5/26/2017	\$27,611.00	Payroll & Bonus	Chief Merchandising Officer
Won, David J	12460 Network Blvd., Ste 106	San Antonio	TX	78249	6/9/2017	\$12,329.85	Payroll	Chief Merchandising Officer
Won, David J	12460 Network Blvd., Ste 106	San Antonio	TX	78249	6/23/2017	\$16,602.85	Payroll & Exp Reimb.	Chief Merchandising Officer
Won, David J	12460 Network Blvd., Ste 106	San Antonio	TX	78249	7/7/2017	\$12,329.85	Payroll	Chief Merchandising Officer
Won, David J	12460 Network Blvd., Ste 106	San Antonio	TX	78249	7/21/2017	\$12,329.85	Payroll	Chief Merchandising Officer
Won, David J	12460 Network Blvd., Ste 106	San Antonio	TX	78249	8/4/2017	\$12,329.85	Payroll	Chief Merchandising Officer
Won, David J	12460 Network Blvd., Ste 106	San Antonio	TX	78249	8/18/2017	\$12,329.85	Payroll	Chief Merchandising Officer
Won, David J	12460 Network Blvd., Ste 106	San Antonio	TX	78249	9/1/2017	\$12,329.85	Payroll	Chief Merchandising Officer
Won, David J	12460 Network Blvd., Ste 106	San Antonio	TX	78249	9/15/2017	\$12,329.85	Payroll	Chief Merchandising Officer
Won, David J	12460 Network Blvd., Ste 106	San Antonio	TX	78249	9/29/2017	\$12,329.85	Payroll	Chief Merchandising Officer
Won, David J	12460 Network Blvd., Ste 106	San Antonio	TX	78249	10/13/2017	\$12,329.85	Payroll	Chief Merchandising Officer
Won, David J	12460 Network Blvd., Ste 106	San Antonio	TX	78249	10/27/2017	\$12,329.85	Payroll	Chief Merchandising Officer
Won, David J	12460 Network Blvd., Ste 106	San Antonio	TX	78249	10/31/2017	\$40,608.65	Reimbursable expenses	Chief Merchandising Officer
Won, David J	12460 Network Blvd., Ste 106	San Antonio	TX	78249	11/10/2017	\$12,329.85	Payroll	Chief Merchandising Officer
Won, David J	12460 Network Blvd., Ste 106	San Antonio	TX	78249	11/24/2017	\$12,329.85	Payroll	Chief Merchandising Officer
Won, David J	12460 Network Blvd., Ste 106	San Antonio	TX	78249	12/8/2017	\$12,329.85	Payroll	Chief Merchandising Officer
Won, David J	12460 Network Blvd., Ste 106	San Antonio	TX	78249	12/15/2017	\$21,260.92	Reimbursable expenses	Chief Merchandising Officer
Won, David J	12460 Network Blvd., Ste 106	San Antonio	TX	78249	12/22/2017	\$27,657.16	Payroll & Bonus	Chief Merchandising Officer
Won, David J	12460 Network Blvd., Ste 106	San Antonio	TX	78249	1/5/2018	\$11,064.48	Payroll	Chief Merchandising Officer
Won, John	3 Westminster Ct	San Antonio	TX	78257	1/20/2017	\$13,141.36	Payroll	Chief Executive Officer
Won, John	3 Westminster Ct	San Antonio	TX	78257	2/3/2017	\$13,141.37	Payroll	Chief Executive Officer
Won, John	12460 Network Blvd., Ste 106	San Antonio	TX	78249	2/10/2017	\$3,448.50	Reimbursable Expenses	Chief Executive Officer
Won, John	3 Westminster Ct	San Antonio	TX	78257	2/17/2017	\$13,121.07	Payroll	Chief Executive Officer
Won, John	3 Westminster Ct	San Antonio	TX	78257	3/3/2017	\$13,121.08	Payroll	Chief Executive Officer
Won, John	12460 Network Blvd., Ste 106	San Antonio	TX	78249	3/6/2017	\$536.20	Reimbursable Expenses	Chief Executive Officer
Won, John	12460 Network Blvd., Ste 106	San Antonio	TX	78249	3/9/2017	\$1,487.35	Reimbursable Expenses	Chief Executive Officer
Won, John	3 Westminster Ct	San Antonio	TX	78257	3/17/2017	\$13,121.08	Payroll	Chief Executive Officer
Won, John	3 Westminster Ct	San Antonio	TX	78257	3/31/2017	\$14,405.90	Payroll	Chief Executive Officer
Won, John	12460 Network Blvd., Ste 106	San Antonio	TX	78249	4/6/2017	\$3,324.56	Reimbursable Expenses	Chief Executive Officer
Won, John	3 Westminster Ct	San Antonio	TX	78257	4/14/2017	\$14,430.23	Payroll	Chief Executive Officer
Won, John	12460 Network Blvd., Ste 106	San Antonio	TX	78249	4/16/2017	\$4,113.85	Reimbursable Expenses	Chief Executive Officer
Won, John	3 Westminster Ct	San Antonio	TX	78257	4/28/2017	\$14,430.23	Payroll	Chief Executive Officer
Won, John	12460 Network Blvd., Ste 106	San Antonio	TX	78249	5/6/2017	\$2,238.61	Reimbursable Expenses	Chief Executive Officer
Won, John	3 Westminster Ct	San Antonio	TX	78257	5/12/2017	\$14,328.80	Payroll	Chief Executive Officer
Won, John	12460 Network Blvd., Ste 106	San Antonio	TX	78249	5/16/2017	\$2,641.80	Reimbursable Expenses	Chief Executive Officer
Won, John	3 Westminster Ct	San Antonio	TX	78257	5/26/2017	\$14,240.19	Payroll	Chief Executive Officer
Won, John	12460 Network Blvd., Ste 106	San Antonio	TX	78249	6/6/2017	\$1,158.80	Reimbursable Expenses	Chief Executive Officer
Won, John	3 Westminster Ct	San Antonio	TX	78257	6/9/2017	\$14,240.19	Payroll	Chief Executive Officer
Won, John	12460 Network Blvd., Ste 106	San Antonio	TX	78249	6/16/2017	\$1,369.18	Reimbursable Expenses	Chief Executive Officer

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In re: A'GACI, L.L.C.

Case No. 18-50049

Attachment 4

Payments or other transfers of property made within 1 year before filing this case that benefited any insider

Insider's name	Address 1	City	State	Zip	Date	Total amount or value	Reasons for payment or transfer	Relationship to debtor
Won, John	3 Westminster Ct	San Antonio	TX	78257	6/23/2017	\$14,240.19	Payroll	Chief Executive Officer
Won, John	12460 Network Blvd., Ste 106	San Antonio	TX	78249	7/6/2017	\$1,521.85	Reimbursable Expenses	Chief Executive Officer
Won, John	3 Westminster Ct	San Antonio	TX	78257	7/7/2017	\$14,240.19	Payroll	Chief Executive Officer
Won, John	12460 Network Blvd., Ste 106	San Antonio	TX	78249	7/16/2017	\$2,267.47	Reimbursable Expenses	Chief Executive Officer
Won, John	3 Westminster Ct	San Antonio	TX	78257	7/21/2017	\$14,240.19	Payroll	Chief Executive Officer
Won, John	3 Westminster Ct	San Antonio	TX	78257	8/4/2017	\$14,240.19	Payroll	Chief Executive Officer
Won, John	12460 Network Blvd., Ste 106	San Antonio	TX	78249	8/6/2017	\$968.72	Reimbursable Expenses	Chief Executive Officer
Won, John	12460 Network Blvd., Ste 106	San Antonio	TX	78249	8/16/2017	\$1,141.97	Reimbursable Expenses	Chief Executive Officer
Won, John	3 Westminster Ct	San Antonio	TX	78257	8/18/2017	\$14,240.19	Payroll	Chief Executive Officer
Won, John	3 Westminster Ct	San Antonio	TX	78257	9/1/2017	\$14,240.19	Payroll	Chief Executive Officer
Won, John	12460 Network Blvd., Ste 106	San Antonio	TX	78249	9/6/2017	\$653.66	Reimbursable Expenses	Chief Executive Officer
Won, John	3 Westminster Ct	San Antonio	TX	78257	9/15/2017	\$11,984.34	Payroll	Chief Executive Officer
Won, John	12460 Network Blvd., Ste 106	San Antonio	TX	78249	9/16/2017	\$5,149.93	Reimbursable Expenses	Chief Executive Officer
Won, John	3 Westminster Ct	San Antonio	TX	78257	9/29/2017	\$11,984.34	Payroll	Chief Executive Officer
Won, John	12460 Network Blvd., Ste 106	San Antonio	TX	78249	10/6/2017	\$243.59	Reimbursable Expenses	Chief Executive Officer
Won, John	3 Westminster Ct	San Antonio	TX	78257	10/13/2017	\$11,984.34	Payroll	Chief Executive Officer
Won, John	12460 Network Blvd., Ste 106	San Antonio	TX	78249	10/16/2017	\$1,391.96	Reimbursable Expenses	Chief Executive Officer
Won, John	3 Westminster Ct	San Antonio	TX	78257	10/27/2017	\$11,984.34	Payroll	Chief Executive Officer
Won, John	12460 Network Blvd., Ste 106	San Antonio	TX	78249	11/6/2017	\$1,063.51	Reimbursable Expenses	Chief Executive Officer
Won, John	3 Westminster Ct	San Antonio	TX	78257	11/10/2017	\$11,984.34	Payroll	Chief Executive Officer
Won, John	12460 Network Blvd., Ste 106	San Antonio	TX	78249	11/16/2017	\$3,152.57	Reimbursable Expenses	Chief Executive Officer
Won, John	3 Westminster Ct	San Antonio	TX	78257	11/24/2017	\$11,984.34	Payroll	Chief Executive Officer
Won, John	12460 Network Blvd., Ste 106	San Antonio	TX	78249	12/6/2017	\$5,595.54	Reimbursable Expenses	Chief Executive Officer
Won, John	3 Westminster Ct	San Antonio	TX	78257	12/8/2017	\$27,357.60	Payroll & Back Pay	Chief Executive Officer
Won, John	12460 Network Blvd., Ste 106	San Antonio	TX	78249	12/16/2017	\$892.86	Reimbursable Expenses	Chief Executive Officer
Won, John	3 Westminster Ct	San Antonio	TX	78257	12/22/2017	\$14,240.19	Payroll	Chief Executive Officer
Won, John	3 Westminster Ct	San Antonio	TX	78257	1/5/2018	\$13,121.08	Payroll	Chief Executive Officer
Won, John	12460 Network Blvd., Ste 106	San Antonio	TX	78249	1/6/2018	\$3,229.17	Reimbursable Expenses	Chief Executive Officer
Yoo, Jeffrey	12460 Network Blvd., Ste 106	San Antonio	TX	78249	1/20/2017	\$2,682.90	Payroll	David Won's son in law
Yoo, Jeffrey	12460 Network Blvd., Ste 106	San Antonio	TX	78249	2/3/2017	\$2,682.90	Payroll	David Won's son in law
Yoo, Jeffrey	12460 Network Blvd., Ste 106	San Antonio	TX	78249	2/17/2017	\$2,683.05	Payroll	David Won's son in law
Yoo, Jeffrey	12460 Network Blvd., Ste 106	San Antonio	TX	78249	3/3/2017	\$2,683.05	Payroll	David Won's son in law
Yoo, Jeffrey	12460 Network Blvd., Ste 106	San Antonio	TX	78249	3/17/2017	\$2,683.04	Payroll	David Won's son in law
Yoo, Jeffrey	12460 Network Blvd., Ste 106	San Antonio	TX	78249	3/31/2017	\$3,053.56	Payroll	David Won's son in law
Yoo, Jeffrey	12460 Network Blvd., Ste 106	San Antonio	TX	78249	4/14/2017	\$2,760.93	Payroll	David Won's son in law
Yoo, Jeffrey	12460 Network Blvd., Ste 106	San Antonio	TX	78249	4/28/2017	\$2,760.93	Payroll	David Won's son in law
Yoo, Jeffrey	12460 Network Blvd., Ste 106	San Antonio	TX	78249	5/12/2017	\$2,760.93	Payroll	David Won's son in law
Yoo, Jeffrey	12460 Network Blvd., Ste 106	San Antonio	TX	78249	5/26/2017	\$2,894.75	Payroll	David Won's son in law
Yoo, Jeffrey	12460 Network Blvd., Ste 106	San Antonio	TX	78249	6/9/2017	\$2,805.54	Payroll	David Won's son in law
Yoo, Jeffrey	12460 Network Blvd., Ste 106	San Antonio	TX	78249	6/23/2017	\$2,805.54	Payroll	David Won's son in law

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In re: A'GACI, L.L.C.

Case No. 18-50049

Attachment 4

Payments or other transfers of property made within 1 year before filing this case that benefited any insider

Insider's name	Address 1	City	State	Zip	Date	Total amount or value	Reasons for payment or transfer	Relationship to debtor
Yoo, Jeffrey	12460 Network Blvd., Ste 106	San Antonio	TX	78249	7/7/2017	\$2,805.54	Payroll	David Won's son in law
Yoo, Jeffrey	12460 Network Blvd., Ste 106	San Antonio	TX	78249	7/21/2017	\$2,740.91	Payroll	David Won's son in law
Yoo, Jeffrey	12460 Network Blvd., Ste 106	San Antonio	TX	78249	8/4/2017	\$2,740.91	Payroll	David Won's son in law
Yoo, Jeffrey	12460 Network Blvd., Ste 106	San Antonio	TX	78249	8/18/2017	\$2,740.91	Payroll	David Won's son in law
Yoo, Jeffrey	12460 Network Blvd., Ste 106	San Antonio	TX	78249	9/1/2017	\$2,740.91	Payroll	David Won's son in law
Yoo, Jeffrey	12460 Network Blvd., Ste 106	San Antonio	TX	78249	9/15/2017	\$2,740.92	Payroll	David Won's son in law
Yoo, Jeffrey	12460 Network Blvd., Ste 106	San Antonio	TX	78249	9/29/2017	\$2,740.91	Payroll	David Won's son in law
Yoo, Jeffrey	12460 Network Blvd., Ste 106	San Antonio	TX	78249	10/13/2017	\$2,740.90	Payroll	David Won's son in law
Yoo, Jeffrey	12460 Network Blvd., Ste 106	San Antonio	TX	78249	10/27/2017	\$2,779.87	Payroll	David Won's son in law
Yoo, Jeffrey	12460 Network Blvd., Ste 106	San Antonio	TX	78249	11/10/2017	\$2,779.86	Payroll	David Won's son in law
Yoo, Jeffrey	12460 Network Blvd., Ste 106	San Antonio	TX	78249	11/24/2017	\$2,779.87	Payroll	David Won's son in law
Yoo, Jeffrey	12460 Network Blvd., Ste 106	San Antonio	TX	78249	12/8/2017	\$2,808.29	Payroll	David Won's son in law
Yoo, Jeffrey	12460 Network Blvd., Ste 106	San Antonio	TX	78249	12/22/2017	\$2,779.86	Payroll	David Won's son in law
Yoo, Jeffrey	12460 Network Blvd., Ste 106	San Antonio	TX	78249	1/5/2018	\$3,486.67	Payroll	David Won's son in law