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Debtors-in-Possession

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY
HONORABLE MICHAEL B. KAPLAN
CASE NO. 15-11127 (MBK)

Chapter 11
(Jointly Administered)

In re:

C. WONDER LLC, *et al.*,¹
Debtors-in-Possession.

**NOTICE OF DEBTORS’ MOTION FOR AN
ORDER AUTHORIZING THEM TO
REJECT CERTAIN EXECUTORY
CONTRACTS AND UNEXPIRED LEASES
PURSUANT TO 11 U.S.C. §§ 363 AND
365(a) NUNC PRO TUNC TO MARCH 31,
2015**

HEARING DATE AND TIME:
April 27, 2015, at 10:00 a.m.

**ORAL ARGUMENT WAIVED UNLESS
OBJECTIONS TIMELY PRESENTED**

TO: All Parties-in-Interest

PLEASE TAKE NOTICE that on April 27, 2015, at 2:00 p.m., or as soon thereafter as counsel may be heard, the undersigned, attorneys for C. Wonder, LLC, *et al.*, the within debtors and debtors-in-possession (collectively, the “**Debtors**”), shall move before the Honorable

¹ The Debtors in these Chapter 11 cases are C. Wonder LLC; C. Wonder Gift Cards Inc.; C. Wonder Transport LLC; CW Holland LLC and CW International Holdings LLC.

Michael B. Kaplan, United States Bankruptcy Judge, at the United States Bankruptcy Court, Clarkson S. Fisher U.S. Courthouse, 402 East State Street, Trenton, NJ 08608, for entry of an Order Authorizing Them to Reject Certain Executory Contracts and Unexpired Leases Pursuant to 11 U.S.C. §§ 363 and 365(a) (the “**Motion**”).

PLEASE TAKE FURTHER NOTICE that in support of the Motion, the undersigned shall rely on the accompanying Application which sets forth the relevant factual and legal bases upon which the requested relief should be granted. A proposed Order granting the requested relief also is submitted herewith.

PLEASE TAKE FURTHER NOTICE that objections, if any, to the relief requested in the Motion shall: (i) be in writing, (ii) state with particularity the basis of the objection; and (iii) be filed with the Clerk of the United States Bankruptcy Court electronically by attorneys who regularly practice before the Bankruptcy Court in accordance with the General Order Regarding Electronic Means for Filing, Signing, and Verification of Documents dated March 27, 2002 (the “**General Order**”) and the Commentary Supplementing Administrative Procedures dated as of March 2004 (the “**Supplemental Commentary**”) (the General Order, the Supplemental Commentary and the User’s Manual for the Electronic Case Filing System can be found at www.njb.uscourts.gov, the official website for the Bankruptcy Court) and, by all other parties-in-interest, on CD-ROM in Portable Document Format (PDF), and shall be served in accordance with the General Order and the Supplemental Commentary, so as to be received no later than seven (7) days before the hearing date set forth above.

PLEASE TAKE FURTHER NOTICE that unless objections are timely filed and served, the Motion shall be deemed uncontested in accordance with D.N.J. LBR 9013-1(a), and the relief requested may be granted without further notice or hearing.

PLEASE TAKE FURTHER NOTICE that the undersigned waives oral argument unless objections to the Motion are timely filed.

COLE SCHOTZ PC
Attorneys for C. Wonder LLC, *et al.*
Debtors-in-Possession

By: /s/ Felice R. Yudkin
Michael D. Sirota
Warren A. Usatine
Felice R. Yudkin

DATED: March 30, 2015

COLE SCHOTZ P.C.

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UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY
HONORABLE MICHAEL B. KAPLAN
CASE NO. 15-11127 (MBK)

In re:

C. WONDER LLC, *et al.*,¹

Debtors-in-Possession.

Chapter 11
(Jointly Administered)

**APPLICATION IN SUPPORT OF
DEBTORS' MOTION FOR AN ORDER
AUTHORIZING THEM TO REJECT
CERTAIN EXECUTORY CONTRACTS
AND UNEXPIRED LEASES PURSUANT
TO 11 U.S.C. §§ 363 AND 365(a) *NUNC PRO
TUNC TO MARCH 31, 2015***

HEARING DATE AND TIME:

April 27, 2015, at 10:00 a.m.

**ORAL ARGUMENT WAIVED UNLESS
OBJECTIONS TIMELY PRESENTED**

TO: Honorable Judge Michael B. Kaplan
United States Bankruptcy Judge

The Application of C. Wonder LLC, *et al.*, the within debtors and debtors-in-possession
(collectively, the "**Debtors**"), by and through their counsel, Cole Schotz P.C., respectfully
represents:

¹ The Debtors in these Chapter 11 cases are C. Wonder LLC; C. Wonder Gift Cards Inc.; C. Wonder Transport LLC; CW Holland LLC and CW International Holdings LLC.

I. INTRODUCTION AND JURISDICTION

1. This Application is submitted in support of the Debtors' motion for an Order authorizing them to reject certain executory contracts and unexpired leases pursuant to 11 U.S.C. §§ 363 and 365(a) *nunc pro tunc* to March 31, 2015 (the "**Motion**").

2. This Court has jurisdiction over the Motion pursuant to 28 U.S.C. §§ 1334 and 157(b). This is a "core" proceeding pursuant to 28 U.S.C. § 157(b)(2)(A) and (O).

3. Venue is proper in this Court pursuant to 28 U.S.C. §§ 1408 and 1409(a).

II. BACKGROUND

A. The Commencement of these Bankruptcy Cases

4. On January 22, 2015 (the "**Filing Date**"), the Debtors filed voluntary petitions for relief pursuant to Chapter 11 of the Bankruptcy Code. Since the Filing Date, the Debtors have remained in possession of their assets and continued management of their businesses as debtors-in-possession pursuant to Sections 1107 and 1108 of the Bankruptcy Code.

5. On January 30, 2015, the Office of the United States Trustee for the District of New Jersey appointed an Official Committee of Unsecured Creditors.

6. A detailed description of the Debtors' business and the facts precipitating the filing of the Debtors' Chapter 11 proceedings is set forth in the Declaration of Stephen Marotta, the Debtors' Chief Restructuring Officer, in support of the Debtors' various "First Day Motions" (the "**Marotta Declaration**"). Those facts are incorporated herein by reference.

7. As set forth in the Marotta Declaration, the Debtors were a specialty retailer that designed and marketed women's clothing, jewelry, shoes, handbags and other accessories as well as select home goods under the C. Wonder brand. The Debtors opened their first retail store in New York in 2011. By 2014, the Debtors had expanded their operations to include 29 locations across 13 states including their flagship location in the Soho section of New York.

8. The Debtors accumulated significant losses since their inception due to underperformance, reduced margins and lack of liquidity due to their substantial leasehold obligations. Before the Filing Date, the Debtors critically evaluated their long term business model. In that regard, the Debtors attempted to stabilize their operations by downsizing the store operations, and thus the number of employees, while initiating a wholesale channel for their business. The Debtors, however, were unable to negotiate work-out agreements with all of their landlords from the downsized store operations. Given their severe liquidity constraints and having failed to obtain additional funding, the Debtors determined that a prompt and orderly wind-down of their operations was the best way to maximize value for the benefit of all parties-in-interest.

9. As of the Filing Date, the Debtors offered their products through their four (4) remaining U.S. retail stores. As of the Filing Date, the Debtors had assets with a book value of approximately \$43.7 million and liabilities of approximately \$61.0 million.

10. After the Filing Date, the Debtors conducted going out of business sales at their remaining retail locations. Those sales concluded on or about March 11, 2015, when the Debtors closed their last remaining location.

11. Additionally, on March 19, 2015, the Court entered an Order (A) Authorizing the Sale of Certain of the Debtors' Assets Free and Clear of Liens, Claims, Encumbrances and Other Interests, Except as Provided in the Stalking Horse Bidder's Asset Purchase Agreement; (B) Authorizing and Approving the Stalking Horse Purchase Agreement; (C) Approving the Designation Rights Agreement With Regard to 1115-1117 Broadway Leases; and (D) Granting Related Relief (the "**Sale Order**"). Pursuant to the Sale Order, the Debtors expect to close on the sale of certain of their remaining assets including their intellectual property to Burch

Acquisition LLC (“**Burch**”) on March 31, 2015. As a result of the Debtors’ concluding their going out of business sales and closing of the sale to Burch, the Debtors no longer have any active business operations.

III. OVERVIEW OF RELIEF REQUESTED

12. By this Motion, the Debtors seek entry of an order authorizing the rejection of certain executory contracts and unexpired leases, attached hereto as Exhibit A (the “**Rejected Contracts and Leases**”) and granting certain related relief. The Rejected Contracts and Leases identified on the attached Exhibit A were not assumed and assigned to Burch in connection with that sale and are no longer necessary to the administration of the Debtors’ estates.

IV. BASIS FOR RELIEF REQUESTED

A. The Rejection of Executory Contracts and Unexpired Leases Should be Approved by this Court

(a) The Rejection of the Rejected Contracts and Leases Constitutes Sound Business Judgment Under Section 365(a) of the Bankruptcy Code

13. Sections 365(a) and 365(b) of the Bankruptcy Code authorize debtors-in-possession to assume or reject executory contracts or unexpired leases subject to the Court’s approval, and requires such debtors to satisfy certain requirements. Under Section 365(a) of the Bankruptcy Code, a debtor, “subject to the court’s approval, may assume or reject any executory contract or unexpired lease of the debtor.” 11 U.S.C. § 365(a). Section 365(b)(1) of the Bankruptcy Code provides:

(b)(1) If there has been a default in an executory contract or unexpired lease of the debtor, the trustee may not assume such contract or lease unless, at the time of assumption of such contract or lease, the trustee-

(A) cures, or provides adequate assurance that the trustee will promptly cure, such default ... ;

(B) compensates, or provides adequate assurance that the trustee will promptly compensate, a party other than the debtor to such contract or lease, for any actual pecuniary loss to such party resulting from such default; and

(C) provides adequate assurance of future performance under such contract or lease.

11 U.S.C. § 365(b)(1)

14. The standard the Third Circuit applies in determining whether an executory contract or unexpired lease should be assumed or rejected is the debtor's "business judgment" that the assumption or rejection is in its economic best interests. See Sharon Steel Corp. v. Nat'l Fuel Gas Distribution Corp. (In re Sharon Steel Corp.), 872 F.2d 36, 40 (3d Cir. 1989). It is well established that the court should approve a debtor's motion to assume or reject an executory contract if the debtor's decision is based on its sound "business judgment." See In re Decora Industries, Inc., 2002 WL 32332749, at *8 (D. Del. 2002); In re Network Access Solutions Corp., 330 B.R. 67, 75 (Bankr. D. Del. 2005) ("The standard for approving the assumption [or rejection] of an executory contract is the business judgment rule").

15. To determine if the business judgment test is met, the court "is required to examine whether a reasonable business person would make a similar decision under similar circumstances." In re Exide Techs., 340 B.R. 222, 239 (Bankr. D. Del. 2006) ("This is not a difficult standard to satisfy and requires only a showing that rejection will benefit the estate"). Specifically, a court should find that the assumption or rejection is elected on "an informed basis, in good faith, and with the honest belief that the assumption ... [is] in the best interests of [the debtor] and the estate." In re Network Access Solutions Corp., 330 B.R. at 75. The "business judgment" test is not a strict standard; it merely requires a showing that rejection of the executory contract or unexpired lease will benefit the debtor's estate and is an exercise of sound business judgment. See In re W & L Assocs., Inc., 71 B.R. 962, 966 (Bankr. E.D. Pa. 1987)

(“We do not consider the ‘business judgment test’ to be a strict standard to meet”); In re Metro Transp. Co., 87 B.R. 338, 343 (Bankr. E.D. Pa. 1988) (“We reiterate that the ‘business judgment test’ is not a ‘strict standard to meet.’”); In re Hardie, 100 B.R. 284, 287 (Bankr. E.D.N.C. 1989) (court should not disturb the debtor’s decision to reject an executory contract unless “the decision is so unreasonable that it could not be based on sound business judgment, but only on bad faith or whim”).

16. Courts generally will not second-guess a debtor’s business judgment concerning the rejection of an executory contract or unexpired lease. See, e.g., In re Balco Equities, Ltd., Inc., 323 B.R. 85, 98-99 (Bankr. S.D.N.Y. 2005); cf. Phar-Mor, Inc. v. Strouss Bldg., 204 B.R. 948, 951-52 (Bankr. N.D. Ohio 1997) (“Whether an executory contract is ‘favorable’ or ‘unfavorable’ is left to the sound business judgment of the debtor.... Courts should generally defer to a debtor’s decision whether to reject an executory contract”); In re Riodizio, Inc., 204 B.R. 417, 424 (Bankr. S.D.N.Y. 1997) (“[a] court will ordinarily defer to the business judgment of the debtor’s management”). In addition, the potential burden imposed on a nondebtor party as a result of the rejection is irrelevant in determining whether the debtor may reject the contract. See In re Patterson, 119 B.R. 59, 61 (E.D.Pa.1990) (fairness to the nondebtor party is irrelevant in determining whether debtor may reject contract); In re Wheeling-Pittsburgh Steel Corp., 72 B.R. 845, 849 (Bankr.W.D.Pa.1987) (effect of rejection on nondebtor party is unnecessary in determining propriety of debtor's decision to reject contract).

17. Applying the “business judgment” test here unequivocally establishes that the Debtors should be authorized to reject the Rejected Contracts and Leases under Section 365 of the Bankruptcy Code. As part of the Debtors’ sale of their remaining assets and cessation of operations, the Debtors have determined that the Rejected Contracts and Leases are no longer

necessary to their business operations and would be administratively burdensome to the estates. Accordingly, the Debtors believe it is in the best interests of their estates and creditors to reject the Rejected Contracts and Leases.

B. Rejection of the Rejected Contracts and Leases *Nunc Pro Tunc* to March 31, 2015 is Warranted

18. Courts considering the issue of whether a bankruptcy court is authorized to assign a retroactive rejection date under section 365(a) have held that it may do so “when the principles of equity so dictate.” Thinking Mach. Corp. v. Mellon Fin. Serv. Corp. #1 (In re Thinking Mach. Corp.), 67 F.3d 1021, 1028 (1st Cir. 1995) (finding that, “[i]n the section 365 context, this means that bankruptcy courts may enter retroactive orders of approval, and should do so when the balance of equities preponderates in favor of such remediation”); see also In re Chi-Chi’s, Inc., 305 BR. 396, 399 (Bankr. D. Del. 2004) (acknowledging that a bankruptcy court may approve a rejection retroactive to the date the motion is filed after balancing the equities in the particular case); In re Fleming Cos., Inc., 304 B.R. 85, 96 (Bankr. D. Del. 2003) (stating that rejection has been allowed *nunc pro tunc* to the date of the motion or the date the premises were surrendered); BP Energy Co. v. Bethlehem Steel Corp. (In re Bethlehem Steel Corp.), No. 02-6419, 2002 U.S. Dist. LEXIS 22052, at *14 (Nov. 14, 2002 S.D.N.Y. 2002) (“As nothing in the language of § 365(a) indicates that a bankruptcy court should be prohibited from assigning a retroactive rejection date prior to the first date on which it may enter an order on the motion, and because several ... decisions support this equitable form of relief, we hold that a bankruptcy court is not prohibited from assigning a pre-objection rejection date.”); In re Jamesway Corp., 179 B.R. 33, 38 (S.D.N.Y. 1995) (“[A] court can, where appropriate, approve rejection retroactively.”).

19. Principles of equity dictate that rejection of the Rejected Contracts and Leases *nunc pro tunc* to March 31, 2015 is warranted. The Debtors have already ceased operations and

will no longer require or receive any benefits from the Rejected Contracts and Leases. Thus, in order to relieve the Debtors from any ongoing liability under the Rejected Contracts and Leases, it is necessary that the rejection be effective as of March 31, 2015. Any postponement of the effective date of rejection of the Rejected Contracts and Leases would compel the Debtors to compensate the counterparties to those contracts and leases, at the Debtors and their estates' expense, for a delay that the Debtors made every effort to avoid, and force the Debtors potentially to incur unnecessary administrative expenses for Rejected Contracts and Lease that provide no tangible benefit to these estates. Such an outcome would be inequitable.

20. Moreover, the counterparties to the Rejected Contracts and Leases will not be unduly prejudiced if the rejection is deemed effective as of the Closing Date because they will receive notice of this Motion and have sufficient opportunity to act accordingly.

21. Accordingly, the Debtors respectfully submit that it is fair and equitable for the Court to find that the Rejected Contracts and Leases are rejected as of March 31, 2015.

V. NOTICE

22. Notice of this Motion is being provided to (i) the Office of the United States Trustee, (ii) counsel to the Official Committee of Unsecured Creditors, (iii) counsel to Burch, LLC, (iv) any entity known or reasonably believed to have asserted a security interest in or lien against any of the Debtors' assets, (v) all counterparties to the Rejected Contracts and Leases, (vi) the Securities and Exchange Commission, (vii) the Internal Revenue Service, and (viii) all parties having filed requests for notices in these chapter 11 cases. Due to the nature of the relief requested herein, the Debtors submit that no other or further notice need be given.

WHEREFORE, the Debtors respectfully request that the Court enter an Order granting the Motion and such other relief as the Court deems just and appropriate under the circumstances.

COLE SCHOTZ PC
Attorneys for C. Wonder LLC, *et al.*
Debtors-in-Possession

By: /s/ Felice R. Yudkin
Michael D. Sirota
Warren A. Usatine
Felice R. Yudkin

DATED: March 30, 2015

Exhibit A

Vendor Name	Type of Service	Description of Service
Acquity Group LLC 500 W. Madison Suite 2200 Chicago, IL 60661	Technology Services Several contracts - 2012 and 2013	Hybris Ecommerce Implementation Website related
Akamai Technologies, Inc. 8 Cambridge Center Attn: Kevin O'Donova Cambridge, MA 02142	Technology Services Contract Dates: 3/6/2013 and 11/15/2013	Cloud computing services Website related
Avalara P.O. Box 10126 Bainbridge Island, WA 98110	Accounting/Tax Services	Sales tax automation and software
CDW Direct, LLC Inc. 200 N. Milwaukee Vernon Hills, IL 60061	Technology Equipment / Services	Planning, implementation, configuration, and validation of the Cisco Unified Communications solution CISCO equipment
CDW Logistics, Inc. 200 N. Milwaukee Avenue Vernon Hills, IL 60061	Technology Equipment / Services	Planning, implementation, configuration, and validation of the Cisco Unified Communications solution CISCO equipment
CyberSource Corporation P.O. Box 8999 Attn: Adam Manassero San Francisco, CA 94128	Ecommerce/Payment Solutions Contract Dates: 6/27/2013 and 10/30/2013	Fraud detection Website related
DataPop 5762 W. Jefferson Boulevard Los Angeles, CA 90016	Advertising Services	Delivers optimized ads across search, shopping, and social channels. Adwords
EBay Attn: Sheena Lymaster 7 South Main Street, Floor 3 Wilkes Barre, PA 18701	Internet services Contract Date 2/12/2014	Affiliate marketing campaign Website related
Expeditors Int'l of Washington, Inc. 1015 Third Avenue 12th Floor Seattle, WA 98104	Warehouse/shipping service Contract Date 3/4/2013	Warehouse/shipping service
Hybris Software Attn: Blain Trainor 1000 North West Street, Suite 1200 Wilmington, DE 19801	Software Agreement Contract Date 9/29/2012	Software platform, hosting infrastructure, professional services and platform Website related

Vendor Name	Type of Service	Description of Service
Jeeves Information Systems, Inc. 7500 Rialto Blvd. Bldg. 2, Suite 230 Austin, TX 78735	IT Maintenance Activities Contract Date: 6/1/14	Support for WMS
Kaledo Lectra 5000 Highlands Parkway, SE, Suite #250 Smyrna, GA 30082	Software Agreement	3-D software for fashion design Textile printing development
Logic Information Systems, Inc. 5814 Blackshire Path Inver Grove Heights, MN 55076	Technology Services	Various software development for point of sales
Oracle Master Services Agreement 500 Oracle Parkway Redwood City, CA 94065	Software Agreement	Inventory management POS System Merchandising, financial planning
Paymentech LLC 14221 Dallas Parkway Dallas, TX 75254	Credit card processing Contract (JP Morgan) 10/17/2013	Credit card processing
Responsys Inc. Attn: Parker Berling PO Box 39000, Dept. 3327 San Francisco, CA 94139	Customer list management Contract Date: 5/1/2013	Maintain customer database
Supply Source (TSS) 8500 Baycenter Road, Ste. 18 Jacksonville, FL 32256	Product sourcing agreement	Supply chain management
Valtech Attn: Joacim Jeppesen 416 W. 13th Street, Suite 309 New York, NY 10014	Internet services Contract Dates: 12/23/2013; 1/22/2014; 9/15/2014	Software developer - supported Hybris software Website related
Verifone, Inc. 2099 Gateway Place, Suite 600 San Jose, CA 95110	Software Agreement	POS processing - Pin Pads at the stores

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-2(c)

COLE SCHOTZ P.C.

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Attorneys for C. Wonder, LLC *et al.*,

Debtors-in-Possession

In re:

C. WONDER LLC, *et al.*,¹

Debtors-in-Possession.

Case No. 15-11127 (MBK)

Judge: Michael B. Kaplan

Chapter 11

(Jointly Administered)

**ORDER AUTHORIZING THE REJECTION OF CERTAIN EXECUTORY
CONTRACTS AND UNEXPIRED LEASES PURSUANT TO 11 U.S.C.
§§ 363 AND 365 NUNC PRO TUNC TO MARCH 31, 2015**

The relief set forth on the following pages, numbered two (2) through three (3), is hereby
ORDERED.

¹ The Debtors in these Chapter 11 cases are C. Wonder LLC; C. Wonder Gift Cards Inc.; C. Wonder Transport LLC; CW Holland LLC and CW International Holdings LLC.

(Page 2)

Debtors: C. WONDER LLC, *et al.*
Case Nos. 15-11127 (MBK)
Caption of Order: ORDER AUTHORIZING THE REJECTION OF CERTAIN
EXECUTORY CONTRACTS AND UNEXPIRED LEASES
PURSUANT TO 11 U.S.C. §§ 363 AND 365 NUNC PRO TUNC TO
MARCH 31, 2015

THIS MATTER having been opened to the Court by C. Wonder LLC, *et al.*, the within debtors and debtors-in-possession (the “**Debtors**”), by and through their counsel, Cole Schotz P.C., upon motion for entry of an order authorizing the Debtors to reject certain executory contracts and unexpired leases pursuant to 11 U.S.C. §§ 363 and 365(a) *nunc pro tunc* to March 31, 2015 (the “**Motion**”)² and good and sufficient notice of the Motion having been provided to all parties-in-interest, as evidenced by the Affidavit of Service filed with the Court; and the Court having considered the Motion, the objections thereto, if any, and the arguments of counsel, if any; and good cause appearing for the entry of this Order,

IT IS ORDERED as follows:

1. Pursuant to 11 U.S.C. § 365(a), the Rejected Contracts and Leases listed on the attached Exhibit A are rejected as of March 31, 2015.
2. Proofs of claim, if any, arising from the rejection of the Rejected Contracts and Leases shall be filed no later than May 26, 2015 with Prime Clerk, LLC at C. Wonder Claims Processing Center, c/o Prime Clerk, LLC, 830 Third Avenue, 9th Floor, New York, New York 10022, or the counterparties to the Rejected Contracts and Leases shall forever be barred from asserting such claims against the Debtors and their estates.

² All capitalized terms used but not otherwise defined herein shall have the same meanings ascribed to them in the Application submitted in support of the Motion.

(Page 3)

Debtors: C. WONDER LLC, *et al.*
Case Nos. 15-11127 (MBK)
Caption of Order: ORDER AUTHORIZING THE REJECTION OF CERTAIN
EXECUTORY CONTRACTS AND UNEXPIRED LEASES
PURSUANT TO 11 U.S.C. §§ 363 AND 365 NUNC PRO TUNC TO
MARCH 31, 2015

3. The Court shall retain jurisdiction over all matters arising from or related to the interpretation and implementation of this Order.

4. A true copy of this Order shall be served on all parties-in-interest within seven (7) days hereof.

Exhibit A

Vendor Name	Type of Service	Description of Service
Acquity Group LLC 500 W. Madison Suite 2200 Chicago, IL 60661	Technology Services Several contracts - 2012 and 2013	Hybris Ecommerce Implementation Website related
Akamai Technologies, Inc. 8 Cambridge Center Attn: Kevin O'Donova Cambridge, MA 02142	Technology Services Contract Dates: 3/6/2013 and 11/15/2013	Cloud computing services Website related
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CDW Logistics, Inc. 200 N. Milwaukee Avenue Vernon Hills, IL 60061	Technology Equipment / Services	Planning, implementation, configuration, and validation of the Cisco Unified Communications solution CISCO equipment
CyberSource Corporation P.O. Box 8999 Attn: Adam Manassero San Francisco, CA 94128	Ecommerce/Payment Solutions Contract Dates: 6/27/2013 and 10/30/2013	Fraud detection Website related
DataPop 5762 W. Jefferson Boulevard Los Angeles, CA 90016	Advertising Services	Delivers optimized ads across search, shopping, and social channels. Adwords
EBay Attn: Sheena Lymaster 7 South Main Street, Floor 3 Wilkes Barre, PA 18701	Internet services Contract Date 2/12/2014	Affiliate marketing campaign Website related
Expeditors Int'l of Washington, Inc. 1015 Third Avenue 12th Floor Seattle, WA 98104	Warehouse/shipping service Contract Date 3/4/2013	Warehouse/shipping service
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Kaledo Lectra 5000 Highlands Parkway, SE, Suite #250 Smyrna, GA 30082	Software Agreement	3-D software for fashion design Textile printing development
Logic Information Systems, Inc. 5814 Blackshire Path Inver Grove Heights, MN 55076	Technology Services	Various software development for point of sales
Oracle Master Services Agreement 500 Oracle Parkway Redwood City, CA 94065	Software Agreement	Inventory management POS System Merchandising, financial planning
Paymentech LLC 14221 Dallas Parkway Dallas, TX 75254	Credit card processing Contract (JP Morgan) 10/17/2013	Credit card processing
Responsys Inc. Attn: Parker Berling PO Box 39000, Dept. 3327 San Francisco, CA 94139	Customer list management Contract Date: 5/1/2013	Maintain customer database
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