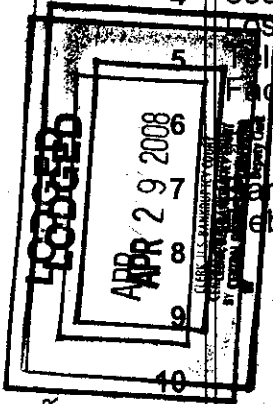
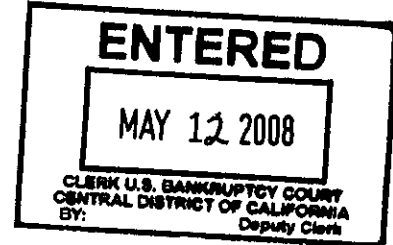
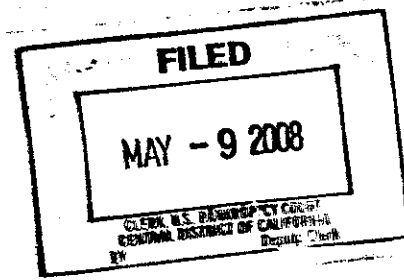


61
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6 Bankruptcy Counsel for eStyle, Inc.,
Debtor and Debtor in Possession

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

11 in re
12
13 ESTYLE, INC. a Delaware corporation,
14 dba babystyle, Cadeau, and Cadeau
15 Designs,

16 Debtor.

17
18
19 Tax Id # 95-4712564
20
21
22

Case No. 2:08-bk-13518-SB

Chapter 11

**INTERIM ORDER GRANTING DEBTOR'S
MOTION FOR ORDERS AUTHORIZING
THE DEBTOR (a) TO CONDUCT STORE
CLOSING SALES, (b) TO DISCONTINUE
OPERATIONS AT CERTAIN STORES,
AND (c) GRANTING ANCILLARY AND
OTHER RELIEF**

DATE: April 29, 2008
TIME: 11:00 a.m.
PLACE: U.S. Bankruptcy Court
Courtroom 1575
255 East Temple Street
Los Angeles, CA 90012

23 The "Debtor's Second Motion for Interim and Final Orders Authorizing the
24 Debtor (a) to Conduct Store Closing Sales, (b) to Discontinue Operations at Certain
25 Stores, and (c) Granting Ancillary and Other Relief" (the "Motion")¹, filed by eStyle, Inc.
26

27 ¹ Capitalized terms defined in the Motion and not specifically defined in this order
28 shall have the meaning set forth in the Motion.

1 (the "Debtor"), debtor and debtor in possession in the above-captioned chapter 11 case,
2 came on for hearing before the Court on April 29, 2008. Appearances at the hearing are
3 reflected in the record.

4 Having considered the Motion, the Declaration of Robert S. Kelleher in
5 Support thereof, and any and all responses to the Motion, the representations of counsel
6 made at the hearing, the facts and circumstances of this matter, and good cause
7 appearing therefor,

8 **IT IS HEREBY ORDERED** as follows:

- 9 1. The interim relief requested in the Motion, as set forth below, is
10 hereby granted.
- 11 2. The Debtor is hereby authorized to immediately begin liquidating its
12 inventory at its Stores identified in the Motion through store closing sales (the "Store
13 Closing Sales") in accordance with the terms and conditions set forth in the "Guidelines
14 for Store Closing Sales" (the "Guidelines") attached hereto as Exhibit 1. The
15 Merchandise to be sold at the Store Closing Sales will be sold free and clear of any and
16 all liens, encumbrances and interests (collectively, the "Liens"), with valid Liens to attach
17 to the net sale proceeds in the same order of priority held with regard to the Merchandise.
18 ~~The Store Closing Sales shall be exempt from certain federal, state, and local laws,~~
19 ~~statutes, rules and ordinances related to store closing and liquidation sales so long as the~~
20 ~~Store Closing Sales comply with the terms and conditions of the Guidelines. The Debtor~~
21 ~~is hereby authorized to conduct the Store Closing Sales without the necessity of, and the~~
22 ~~delay associated with, (i) obtaining various state licenses or permits, (ii) observing state~~
23 ~~and local waiting periods or time limits, and/or (iii) satisfying any additional requirements~~
24 ~~with respect to advertising and/or conducting the Store Closing Sales as store closings or~~
25 ~~similar type sales, or transferring Merchandise between the Stores. The Debtor shall be~~
26 bound by and comply with remaining statutes and regulations, such as health and safety
27 laws.
- 28

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3. ~~No person or entity, including, but not limited to, any lessor or federal, state or local agency, or department of any governmental authority, shall take any action against the Debtor or lessor of the affected premises to prevent, interfere with, or otherwise hinder consummation of the Store Closing Sales, or the advertising and promotion of such Store Closing Sales, in the manner set forth in the Guidelines.~~

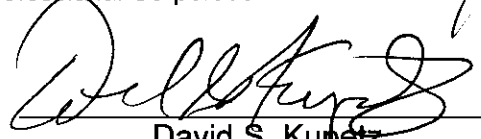
4. A final hearing on the Motion is hereby set for 5/27, 2008, at 11:00 a.m.

DATED: MAY - 9 2008

HON. SAMUEL L. BUFFORD
UNITED STATES BANKRUPTCY JUDGE

PRESENTED BY:

SulmeyerKupetz
A Professional Corporation

By: 
David S. Kupetz
Mark S. Horoupian
Bankruptcy Counsel for eStyle, Inc.,
Debtor and Debtor in Possession

SulmeyerKupetz, A Professional Corporation
333 SOUTH HOPE STREET, THIRTY-FIFTH FLOOR
LOS ANGELES, CALIFORNIA 90071-1406
TEL. 213.626.2311 • FAX 213.629.4520

EXHIBIT 1

GUIDELINES FOR STORE CLOSING SALES

1. So long as the Premises are being occupied or used to conduct a Sale, and except to the extent provided herein or the Final Order or other order of the Bankruptcy Court, all of the provisions of the applicable Lease shall be complied with.
2. The "Conclusion" of the Sale shall be deemed to be three (3) days after the last date that the Premises are open to the public for the Sale, but in any event not later than June 30, 2008, unless such date is extended by written consent of the affected lessor, or by order of the Bankruptcy Court, upon showing of good cause.
3. During or in anticipation of the Sale, there shall be no augmentation of the merchandise currently being offered for sale by the Debtor, except that during or in anticipation of the Sale, merchandise may be moved from store to store or from the warehouse(s) to the stores.
4. Business shall be conducted so that the Premises remain open during the normal hours of operation provided for in the Lease.
5. Any Sale shall be conducted in accordance with applicable state and local "Blue Laws".
6. Handbills, leaflets, or other written materials shall not be distributed to customers outside of the Premises, but customers may be solicited within the Premises themselves. No flashing lights, strobe lights, large spotlights or any type of amplified sound shall be used to advertise the sales or solicit customers.
7. The Debtor shall not be permitted to use "sign walkers" on the affected premises. "Sign walkers" may be employed outside the shopping center in which the affected property is located.
8. At the Conclusion of the Sale (a) the Premises shall be vacated in broom-clean condition, except for the removal of furniture, fixtures, equipment and remaining supplies; (b) the Premises shall be left in the same condition as on the commencement of the Sale, ordinary wear and tear excepted; and (c) with the Debtor's consent, the keys shall be returned to the Landlord.
9. All display and hanging signs used in connection with a Sale shall be professionally lettered, and all hanging signs shall be hung in a professional manner.
10. If sales are to be considered "final", conspicuous signs shall be posted in the Premises to the effect that all sales are "final" and customers shall be provided with a named representative and a telephone number that customers can contact with any questions or complaints.
11. There shall be no alterations made to the Premises (excluding the removal of store signs, unless such removal is prohibited by the Lease). If removal is permitted by the Lease, then such removal will be in accordance with the terms of the Lease.
12. There shall be no alterations made to the interior or exterior Premises lighting.

13. The Premises and surrounding area shall be kept clean and orderly consistent with present practices and consistent with the terms of the Lease.
14. Landlord shall have reasonable access to the Premises a) for any purposes consistent with the Leases and; b) upon conclusion of any Sale for the purpose of dressing windows to minimize the appearance of a dark store.
15. Landlord shall be provided with seven (7) days advance written notice to Landlord of the conclusion of the Sales.
16. Signs shall be limited to one per window not to exceed 64 inches by 48 inches and set back from the window at least one foot.¹ In addition to the window signs, no more than eight signs for each 1,000 square feet of leasable space shall be posted in the interior of a store, each sign not to exceed 22 inches by 28 inches. "Toppers" shall not exceed 7½ inches by 11 inches, shall be of the same color as the store signs and be limited to one for every three racks, counters or shelves. Unless a mall manager agrees otherwise, all signs shall be of no more than three colors (not including white). No neon or "day-glo" colors may be employed. No signs may be affixed to any windows. If the premises are an enclosed shopping center or mall, no banners (i.e. signs of 2-3 feet by 8-10 feet, or similar length) may be hung inside or outside the store premises. Advertising for the Sale shall not include the terms "Bankruptcy", "Chapter 11", "Liquidation", "Court Ordered", or "Going Out of Business" or similar language. With respect to any Sale conducted in the states of Connecticut or Missouri, any advertisement shall indicate a termination date of the Sale and shall conspicuously disclose which stores will go out of business and which will remain open.
17. No auction of furniture, fixtures or equipment shall be allowed in the Premises; however, such furniture, fixtures and equipment (which do not belong to the Landlord) may be sold to customers provided that such customers remove said furniture, fixtures and equipment from the mall using means approved by the mall manager, whose approval shall not be unreasonably withheld.
18. There shall be no sale or removal of any property of the Landlord from the Premises, including fixtures, equipment and related improvements.
19. The party responsible for conducting the Sales (including without limitation Lenders, Debtor or a Trustee) shall be responsible for any and all damages to persons or property incident to the Sales or caused by removal of fixtures, furniture or equipment.
20. To the extent that any Landlord of any store affected hereby contends that the Debtor is in breach or default under these Guidelines, such lessor shall provide five (5) days' written notice, served by facsimile or overnight delivery, on both the Debtor and the Debtor's counsel at the following facsimile numbers and addresses:

¹ This notwithstanding, the Debtor may continue its past practice during seasonal sales of using window signs that have two components, one conforming sized sign announcing the sale, and one smaller sign next to it indicating the percentage discount on items.

Debtor

Robert Kelleher
eStyle, Inc.
865 South Figueroa Street
Los Angeles, CA 90017
Fax: (213) 228-6899

Debtor's Counsel

David S. Kupetz
SulmeyerKupetz, PC
333 South Hope St., 35th Floor
Los Angeles, CA 90071
Fax: (213) 629-4520

If the parties are unable to resolve the disputes between themselves, either the lessor or the Debtor shall have the right to schedule a "status hearing" before the Bankruptcy Court, on no less than five (5) days' written notice to the other party or parties.

NOTE TO USERS OF THIS FORM:

Physically attach this form as the last page of the proposed Order or Judgment.
Do **not** file this form as the separate document.

In re ESTYLE, INC., a Delaware corporation	Debtor.	CHAPTER 11 CASE NUMBER 2:08-bk-13518-SB
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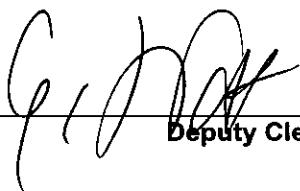
**NOTICE OF ENTRY OF JUDGMENT OR ORDER
AND CERTIFICATE OF MAILING**

TO ALL PARTIES IN INTEREST ON THE ATTACHED SERVICE LIST:

1. You are hereby notified, pursuant to local Bankruptcy Rule 9021-1(a)(1)(E), that a judgment or order entitled
(specify): 5/12/08
INTERIM ORDER GRANTING DEBTOR'S MOTION FOR ORDERS AUTHORIZING THE DEBTOR (a) TO CONDUCT STORE CLOSING SALES, (b) TO DISCONTINUE OPERATIONS AT CERTAIN STORES, AND (c) GRANTING ANCILLARY AND OTHER RELIEF
was entered on (specify date): 5/12/08
2. I hereby certify that I mailed a copy of this notice and a true copy of the order or judgment to the persons and entities on the attached service list on (specify date):

Dated: 5/12/08

JON D. CERETTO
Clerk of the Bankruptcy Court

By: 
Deputy Clerk

1 **NOTICE OF ENTRY SERVICE LIST**

2 **DEBTOR**

3 eStyle, Inc.
4 865 South Figueroa Street
5 Suite 2700
6 Los Angeles, CA 90017
7 BKelleher@babystyle.com
8 YBesvold@babystyle.com
9 EFabricant@babystyle.com

7 **OFFICE OF THE UNITED STATES TRUSTEE**

8 Office of the United States Trustee
9 Attn: Bruce Schildkraut, Esq.
10 Ernst & Young Plaza
11 725 South Figueroa St., 26th Floor
12 Los Angeles, CA 90017
13 Tel: (213) 894-2656
14 Bruce.Schildkraut@usdoj.gov

12 **ATTORNEY FOR COMMITTEE OF UNSECURED CREDITORS**

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14 Ian S. Landsberg, Esq.
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18 cmargulies@lm-lawyers.com
19 ilandsberg@lm-lawyers.com

16 Wachovia Capital Finance Corporation (Western)
17 c/o William H. Kiekhofer III, Esq.
18 c/o Anthony J. Napolitano, Esq.
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23 anapolitano@mayerbrown.com

21 General Growth Management, Inc., as Agent
22 Attn: Kristen N. Pate, Assistant Gen. Counsel
23 110 N. Wacker
24 Chicago, IL 60606
25 Tel: (312) 960-2940
26 Fax: (312) 442-6374
27 gppbk@ggp.com

25 Simon Property Group, Inc.
26 Attn: Ronald M. Tucker, V.P./BK Counsel (Chairperson)
27 225 W. Washington St.
28 Indianapolis, IN 46204
rtucker@simon.com

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