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10                  Attorneys For NorthPark Partners, L.P.

11                                   **UNITED STATES BANKRUPTCY COURT**

12                                   **CENTRAL DISTRICT OF CALIFORNIA**

13                                   **LOS ANGELES DIVISION**

14                   **In re**

15                   **ESTYLE, INC., a Delaware corporation, dba**  
16                   **babystyle, Cadeau, and Cadeau Designs,**

17                                   **Debtor.**

18                                   **Case No.: 08-13518-SB**

19                                   **Chapter 11**

20                                   **NORTHPARK PARTNERS, L.P.'S**  
21                                   **LIMITED OBJECTION TO DEBTOR'S**  
22                                   **THIRD MOTION FOR INTERIM AND**  
23                                   **FINAL ORDERS AUTHORIZING**  
24                                   **DEBTOR TO CONDUCT STORE**  
25                                   **CLOSING SALES**

26                                   **Date:            May 27, 2008**

27                                   **Time:           11:00 a.m.**

28                                   **Place:          Courtroom 1575**  
  **255 E. Temple Street**  
  **Los Angeles, CA 90012**

29                   NorthPark Partners, L.P., a Delaware limited partnership ("NorthPark"), and lessor under a  
30                   commercial real property lease with eStyle, Inc., a Delaware Corporation d/b/a babystyle, Cadeau,  
31                   and Cadeau Designs (the "Debtor"), objects to certain of the going-out-of-business (GOB) sale  
32                   procedures listed in the Debtor's Third Motion for Interim and Final Orders Authorizing Debtor (a)  
33                   To Conduct Store Closing Sales, (b) To Discontinue Operations at Certain Stores, and (c) Granting  
34                   Ancillary and Other Relief (the "Motion").

1 On December 17, 2004, NorthPark entered into a Shopping Center Lease (the “Lease”) with  
2 the Debtor covering approximately 2,585 square feet of retail space (the “Premises”) at NorthPark  
3 Center in Dallas, Texas (the “Shopping Center”).

4 On March 19, 2008, the Debtor filed a voluntary petition under Chapter 11 of the Bankruptcy  
5 Code. The Debtor proposes in its Motion to liquidate its inventory through a GOB sale on the  
6 Premises.

7 NorthPark does not object to the Debtor’s decision to close its store at the Shopping Center or  
8 to most of the GOB guidelines the Debtor seeks to implement in connection with the store closing.  
9 NorthPark does object, however, to those GOB guidelines that: (1) violate local law designed to  
10 protect public safety and (2) prohibit NorthPark from effectively minimizing the appearance of a dark  
11 store.

12 First, NorthPark objects to the GOB guideline that allows the Debtor to utilize “sign walkers”  
13 outside the Shopping Center. See Motion, Exhibit 1, Guidelines for Store Closing Sales, No. 7. Sign  
14 walkers are prohibited in the City of Dallas due to the safety hazard created by sign walkers. Dallas  
15 City Code, Vol. I, Ch. 3, Sec. 3-1 provides:

16  
17 (a) It shall be unlawful for any person to carry or hold by hand or  
18 otherwise, any billboard, showcard, placard or advertisement or sign of any  
19 description for the purpose of advertising, or to wear any costume for the purpose  
of attracting attention of the public. . . or to knowingly permit the same to be done  
for his benefit.

20 (b) It shall be unlawful for any person to hold by hand, carry, wave, or  
21 otherwise display banners, showcards, placards or other advertising media from  
22 any overpass, bridge, median strip or parkway within the designated right-of-way  
23 of any city street so as to attract the attention of occupants or drivers of  
24 automobiles, trucks or other vehicles on the public street, or to knowingly permit  
the same to be done by any person for his benefit. **The doing of any of the acts  
herein listed shall be prima facie evidence that the same is for the purpose of  
attracting the attention of occupants and drivers of automobiles, trucks, or  
other vehicles on the public streets.**

25 Dallas City Code, Vol. I, Ch. 3, Sec. 3-1 (emphasis added).

26 This provision is a legitimate exercise of the City of Dallas’ police powers to protect public  
27 safety. Given the marginal value of sign walkers in generating sales (especially with a retailer such  
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1 as the Debtor, which caters to high-end consumers), the Debtor's GOB guidelines should not be  
2 allowed to override the City of Dallas' interest in protecting public safety.

3 Second, NorthPark also objects – subject to clarification from the Debtor – to the GOB  
4 guidelines that allow landlords “reasonable” access to the premises upon the conclusion of the sale  
5 for the purpose of “dressing windows to minimize the appearance of a dark store.” See Motion,  
6 Exhibit 1, Guidelines for Store Closing Sales, No. 14. Simply dressing the windows will not  
7 minimize the appearance of a dark store. The only way to accomplish that is by erecting a barricade  
8 across the front of the store. This is the common practice in virtually every shopping center. To the  
9 extent that the GOB guidelines do not permit NorthPark to erect a barricade across the front of the  
10 Debtor's store upon the conclusion of the sale, NorthPark objects to the proposed GOB guidelines.

11 When a tenant conducts a going out of business sale or bankruptcy sale, the reputation of  
12 other tenants and the reputation of the Shopping Center as a whole suffers. Indeed, NorthPark's  
13 recognition of this fact is apparent in its express prohibition on such sales, and advertising of such  
14 sales within the terms of the Lease. Specifically Section 7.3 provides, “Tenant shall not conduct  
15 within the [Premises] any fire, auction, moving, going out of business, ‘lost our lease’, bankruptcy or  
16 similar sale. . . .” Although NorthPark acknowledges that Debtor has the authority to conduct GOB  
17 sales in contravention to the lease, the Debtor should however take appropriate actions to minimize  
18 the deleterious effect such a sale (and the conclusion thereof) has on other Tenants and the Shopping  
19 Center as a whole. Prohibiting sign walkers and allowing NorthPark to erect a barricade at the  
20 conclusion of the sale minimizes these effects.

21 WHEREFORE, NorthPark respectfully requests that the Court (i) modify the GOB guidelines  
22 attached to the Motion to prohibit sign walkers and allow NorthPark to erect a barricade at the  
23 conclusion of the sale, and (ii) grant NorthPark such other and further relief which is just and proper.

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Respectfully submitted,

KIRKPATRICK & LOCKHART PRESTON  
GATES ELLIS LLP

Dated: May 19, 2008

By: /s/ Michael J. Heyman  
Michael J. Heyman

Attorneys for NorthPark Partners, L.P.

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**PROOF OF SERVICE**

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the county of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is **KIRKPATRICK & LOCKHART PRESTON GATES ELLIS LLP**, 10100 Santa Monica Boulevard, Seventh Floor, Los Angeles, California 90067.

On **May 19, 2008**, I served the foregoing document(s):

**NORTHPARK PARTNERS, L.P.'S LIMITED OBJECTION TO DEBTOR'S THIRD MOTION FOR INTERIM AND FINAL ORDERS AUTHORIZING DEBTOR TO CONDUCT STORE CLOSING SALES**

on the interested parties in this action by placing a true copy thereof enclosed in sealed envelope(s) addressed and sent as follows:

**SEE ATTACHED SERVICE LIST**

**BY MAIL:** I caused such envelope(s) to be deposited in the mail at Los Angeles, California with postage thereon fully prepaid to the office of the addressee(s) as indicated above. I am "readily familiar" with this firm's practice of collection and processing correspondence for mailing. It is deposited with the U.S. Postal Service on that same day, with postage fully prepaid, in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after the date of deposit for mailing in affidavit.

**STATE:** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

**FEDERAL:** I declare that I am employed in the office of a member of the bar of this court at whose direction service was made.

Executed on **May 19, 2008**, at Los Angeles, California.

  
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Verastine Mills

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**SERVICE LIST**  
**IN RE ESTYLE, INC.**  
**USBC CASE NO. 2:08-bk-13518-SB**

**DEBTOR**

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**OFFICE OF THE UNITED STATES TRUSTEE**

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