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6

7 Bankruptcy Counsel for eStyle, Inc.,  
Debtor and Debtor in Possession  
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9 **UNITED STATES BANKRUPTCY COURT**  
10 **CENTRAL DISTRICT OF CALIFORNIA, LOS ANGELES DIVISION**

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

15 Debtor.  
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18 Tax Id # 95-4712564  
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**FILED & ENTERED**

**JUN 27 2008**

CLERK U.S. BANKRUPTCY COURT  
Central District of California  
BY egarcia DEPUTY CLERK

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

Chapter 11

**ORDER AUTHORIZING AND APPROVING  
SALE PROCEDURES TO BE EMPLOYED  
IN CONNECTION WITH DEBTOR'S SALE  
OF ASSETS SUBJECT TO OVERBID  
OPPORTUNITY AND GRANTING  
RELATED RELIEF**

DATE: June 24, 2008

TIME: 2:00 p.m.

PLACE: U.S. Bankruptcy Court

Courtroom 1575

255 East Temple Street

Los Angeles, CA 90012

1                   The “Motion for Order Approving Sale Procedures and Break-Up Fee in  
2 Connection with the Sale of Assets of eStyle, Inc. and Related Assumption and  
3 Assignment of Unexpired Nonresidential Real Property Leases and Executory Contracts  
4 in Connection Therewith” (the “Sale Procedure Motion”)<sup>1</sup> filed by eStyle, Inc. (the  
5 “Debtor”), the above-captioned debtor and debtor in possession, came on for hearing  
6 before this Court on June 24, 2008, on shortened time pursuant to an order shortening  
7 time (the "Order Shortening Time") entered on June 20, 2008. Pursuant to the Sale  
8 Procedure Motion, the Debtor requested an order: (a) approving procedures to be  
9 employed in connection with the proposed sale (the “Proposed Sale”) by the Debtor of its  
10 assets (the “Assets”) to TRS Acquisition Subsidiary, Inc., a Delaware corporation  
11 (“Proposed Purchaser”), or to any successful overbidder, pursuant to 11 U.S.C. §§ 105,  
12 363 and 365, Rules 2002(a)(2), 6004 and 6006 of the Federal Rules of Bankruptcy  
13 Procedure, Local Bankruptcy Rule 2081-1(d), and the terms of that certain executed  
14 Asset Purchase Agreement dated as of June, 2008, between the Debtor and Proposed  
15 Purchaser (the “Purchase Agreement”); (b) approving a Break-Up Fee in the amount of  
16 \$180,000, payable upon the Court’s approval of any successful competing bid and  
17 consummation of a sale to the third party; and (c) granting other related relief. Pursuant  
18 to the Order Shortening Time, the Court has set an auction (the “Auction”) and a hearing  
19 (the “Sale Hearing”) to consider the approval of the Proposed Sale for July 8, 2008, at  
20 2:00 p.m., directed notice to be served with respect to the Sale Hearing, and set certain  
21 dates with regard to filing and service of papers in connection with the Sale Hearing. As  
22 set forth below and/or in the Sale Procedures attached hereto as Exhibit 1, this Order  
23 supplements and, in some instances, modifies dates set in the Order Shortening Time.

24                   The Court considered the Sale Procedure Motion and other papers filed in  
25 connection with that motion, the record in this case, the facts and circumstances of this  
26 matter, and the presentations made at the hearing. Based on the foregoing and it

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28 <sup>1</sup> Unless otherwise defined herein, capitalized terms shall have the meanings  
ascribed to them in the Sale Procedure Motion.

1 appearing that, subject to the exceptions addressed below, the relief sought in the Sale  
2 Procedure Motion is reasonable, necessary and in the best interests of Debtor's estate,  
3 and good and sufficient cause appearing therefor,

4 **IT IS HEREBY ORDERED THAT:**

- 5 1. The relief requested in the Sale Procedure Motion is granted on the  
6 terms and conditions set forth in this Order.
- 7 2. The sale and bidding procedures (the "Sale Procedures") set forth in  
8 Exhibit 1 hereto and incorporated herein are approved. The Sale Procedures shall be  
9 used in connection with parties making bids for the Debtor's business and/or assets and  
10 for conducting the Auction.
- 11 3. The initial minimum overbid amount shall be \$200,000.
- 12 4. The Break-Up Fee is not approved at this time and will be considered by  
13 the Court at a continued hearing to be held on July 8, 2008, at 2:00 p m., for the Court to  
14 consider the appropriateness of the Break-Up Fee, including the costs and/or risks  
15 incurred by the Proposed Purchaser and the reasonableness of the fee.
- 16 5. The Debtor shall file and serve by June 26, 2008, on all affected  
17 landlords, the Committee, Wachovia, and all other parties who have requested special  
18 notice in this case, a schedule of proposed cure amounts for all real property leases and  
19 executory contracts that are to be assumed and assigned in connection with the  
20 Proposed Sale (the "Cure Schedule")
- 21 6. The deadline for qualification of bidders, as set forth in Section 3 of the  
22 attached Sale Procedures, shall be July 3, 2008. Notwithstanding the foregoing, as set  
23 forth in the Sale Procedures, if information regarding adequate assurance of future  
24 performance by a bidder with respect to real property leases to be assumed and  
25 assigned in connection with the Asset Purchase Agreement submitted by the bidder is  
26 not provided to the Debtor, counsel for the landlords under the subject leases. counsel to  
27 New Breed, Inc., counsel to the Committee, and counsel to Wachovia by June 26, 2008,  
28 and if such a bidder is determined to be the successful bidder at the Auction, such

1 landlords will have the right to request a continuance of the Sale Hearing set for July 8,  
2 2008, for a period of not more than one week to address the adequate assurance issue, if  
3 any exists. Any objection to the Sale Approval Motion, including the Cure Schedule,  
4 shall be filed and served no later than July 2, 2008, subject to additional time that may be  
5 provided affected landlords with respect to the issue of adequate assurance of future  
6 performance or other issues in connection with the assumption and assignment of real  
7 property leases, as provided below. Moreover, if an objection with respect to adequate  
8 assurance of future performance involves Confidential Bidder Financial Information (as  
9 defined in the attached Sale Procedures), any objection relating to such Confidential  
10 Bidder Information shall be limited to a summary of factual and legal arguments, and  
11 shall not expressly refer to the details of any Confidential Bidder Information. If any  
12 objections to adequate assurance of future performance relating to or arising from  
13 Confidential Bidder Financial Information are not resolved prior to the July 8, 2008 Sale  
14 Hearing, the Court shall address at the Sale Hearing the handling of such Confidential  
15 Bidder Information (including whether any evidentiary material shall be filed under seal),  
16 a briefing schedule and the setting of a further evidentiary hearing no later July 15, 2008  
17 on the issue of adequate assurance of future performance. Notwithstanding the  
18 foregoing, as set forth in the Sale Procedures, if information regarding adequate  
19 assurance of future performance by a bidder with respect to real property leases to be  
20 assumed and assigned in connection with the Asset Purchase Agreement submitted by  
21 the bidder has not been provided to the Debtor, counsel for the landlords under the  
22 subject leases, counsel to the Committee, and counsel to Wachovia by June 26, 2008,  
23 and if such a bidder is determined to be the successful bidder at the Auction, such  
24 affected landlords will have the right to request a continuance of the Sale Hearing set for  
25 July 8, 2008, for a period of not more than one week to address the adequate assurance  
26 issue, if any exists. The foregoing procedures shall also apply to New Breed in the event  
27 that Debtor's executory contract with New Breed is sought to be assumed and assigned.

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7. In the event that the Debtor receives from a bidder other than Proposed Purchaser (a "Qualifying Bidder") a competing bid (a "Qualifying Bid") that complies with the requirements of this Order and the attached Sale Procedures (Exhibit 1 hereto), Proposed Purchaser shall be entitled, but not obligated, to submit successive overbids at the Auction and, in the event that the Court approves the Break-Up Fee, shall be entitled in the calculation of the amount of Proposed Purchaser's overbid(s) to a credit in an amount equal to the amount of the Break-Up Fee.

8. Except as otherwise set forth herein, all dates and deadlines set forth in this Court's Order Shortening Time entered on June 20, 2008, shall continue to apply.

PRESENTED BY:

**SulmeyerKupetz**  
A Professional Corporation

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

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DATED: June 27, 2008

United States Bankruptcy Judge

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**EXHIBIT 1**  
**Sale Procedures**  
(see attached)

## SALE PROCEDURES

The following procedures (the "Sale Procedures") shall govern the sale and auction (the "Sale") of assets of eStyle, Inc. a Delaware corporation (the "Debtor"). These Sale Procedures have been approved and authorized by an order (the "Sale Procedure Order") of the United States Bankruptcy Court for the Central District of California, Los Angeles Division (the "Bankruptcy Court") entered in the chapter 11 case of the Debtor (Case No. 2:08-bk-13518-SB).

**1. Proposed Purchaser.** Pursuant to that certain Asset Purchase Agreement (the "Purchase Agreement") by and between the Debtor and TRS Acquisition Subsidiary, Inc. ("Proposed Purchaser"), a Delaware corporation, a portfolio company of Hancock Park Capital II, L.P., dated as of June 18, 2008, Proposed Purchaser has agreed to purchase assets of the Debtor (the "Transferred Assets"). The Transferred Assets are described in greater detail in Section 1.1 of the Purchase Agreement and the exhibits and schedules attached thereto. The sale contemplated under the Purchase Agreement involves the sale of the Debtor's business, in large part, as a going concern. Copies of the Purchase Agreement, Sale Procedure Order, and the Debtor's motion for approval of the Sale (the "Sale Approval Motion") may be obtained by request made to the Debtor's general bankruptcy counsel, SulmeyerKupetz, a professional corporation, 333 South Hope Street, 35<sup>th</sup> floor, Los Angeles, California 90071, (telephone) (213) 626-2311, (fax) (213) 629-4520, e-mail: [jpomerance@sulmeyerlaw.com](mailto:jpomerance@sulmeyerlaw.com), Attn: Jeffrey Pomerance. The Sale is subject to an overbid opportunity and, if necessary, a determination by the Bankruptcy Court of which entity has submitted the highest and best bid pursuant to the procedures set forth in the Sale Procedure Order and herein. Proposed Purchaser shall be treated as a qualified bidder and the Purchase Agreement shall be treated as a qualified bid for all purposes under these Sale Procedures.

**2. Materials/Information Required in Order for Qualification to Bid.** To be a qualified bidder, an entity that is interested in purchasing the Debtors' business and/or assets (the "Assets" -- the term "Assets" includes the "Transferred Assets") must submit to the Debtor, the Official Unsecured Creditors' Committee (the "Committee") appointed in the Debtor's chapter 11 case, and the Debtor's senior secured creditor, Wachovia Capital Finance Corporation (Western) ("Wachovia") the following by July 3, 2008:

(a) a letter (i) setting forth the identify of the bidder, the contact information for such bidder, and full disclosure of any affiliates or insiders of the Debtor involved in such bid, and (ii) summarizing the proposed consideration the bidder proposes to pay for the Assets;

(b) an executed Asset Purchase Agreement (i) which should substantially be in the form of the Purchase Agreement and should be "blacklined" to reflect changes to the Purchase Agreement, (ii) which shall contain terms and conditions for the purchase of the Assets that are substantially similar to or better (from the perspective of the Debtor's bankruptcy estate) than those contained in the Purchase Agreement, (iii) which shall provide for a closing on or before the date required by the Purchase Agreement, and (iv) which shall not contain any conditions to closing for any reason other than those expressly set forth in the Purchase Agreement;

(c) satisfactory evidence, subject to the confidentiality provisions described in Section 2(e) below, of the bidder's (i) financial ability to consummate the sale of the Debtor's assets, and (ii) ability to consummate the Sale on the date and on the terms and conditions no less favorable to the Debtor's bankruptcy estate than as contemplated by the Purchase Agreement;

1 (d) a declaration attesting to the bidder's ability to provide adequate  
2 assurance of future performance with respect to any and all real property leases and  
3 other executory contracts to be assumed and assigned by the Debtor in connection with  
4 the Asset Purchase Agreement submitted by the bidder (this declaration, with supporting  
5 documentation, will be provided no later than July 3, 2008 by the bidder and/or the  
6 Debtor to all non-debtor parties to leases and contracts proposed to be assumed and  
7 assigned to the bidder and to the Committee). With respect to financial information and  
8 supporting documentation that is confidential and proprietary to the bidder and  
9 designated by the bidder as such ("Confidential Bidder Financial Information"), consistent  
10 with Section 5.3(b) of the Purchase Agreement, the Debtor, the Committee, Wachovia,  
11 landlords under leases subject to assumption and assignment, and non-debtor parties to  
12 other executory contracts, and each of their respective agents and authorized  
13 representatives shall (i) treat the Confidential Bidder Financial Information as confidential  
14 and proprietary information of the bidder that has provided such information, (ii) not  
15 disclose the Confidential Bidder Financial Information to any person or entity, other than  
16 the parties referenced in this paragraph and the Bankruptcy Court, (iii) obtain confidential  
17 treatment of the Confidential Bidder Financial Information by the Bankruptcy Court, as  
18 may be directed by the Court at the July 8, 2008 Sale Hearing, and (iv) not permit or  
19 cause to be entered into evidence the Confidential Bidder Financial Information with  
20 respect to any proceedings before the Bankruptcy Court or otherwise, unless the  
21 accuracy or adequacy of the Confidential Bidder Financial Information is directly at issue,  
22 except as may be authorized or directed by the Court. Pending the July 8, 2008 Sale  
23 Hearing, Confidential Bidder Financial Information shall not be publicly disclosed in any  
24 filing or in any other manner and any opposition filed prior to the Sale Hearing July 8,  
25 2008 on the showing of adequate assurance of future performance as it relates to  
26 Confidential Bidder Financial Information shall be limited to a summary of factual and  
27 legal arguments. These provisions regarding Confidential Bidder Financial Information  
28 shall also apply to Section 2(d) above;

(e) a deposit (unless this requirement for a deposit is waived by  
agreement of the Debtor, the Committee, and Wachovia based on information received  
from the bidder) (the "Deposit") in the amount of \$100,000 in the form of a certified check  
or wire transfer to the Debtor's bankruptcy counsel (to be held in a trust account).  
Assuming the Deposit is required, the bidder shall forfeit the Deposit if (i) the bidder is the  
Successful Bidder (as defined in Section 6 below), in which case, the Deposit will be  
applied against the Purchase Price, (ii) if the bidder modifies or withdraws the bid without  
the Debtor's consent before the consummation of the sale of the Assets to such bidder,  
or (iii) if the bidder breaches the terms and conditions of the agreement pursuant to which  
the bidder has agreed to purchase the Assets; provided, however, that the Deposit shall  
be returned promptly to the bidder only (x) if the bidder is determined by the Court not to  
be qualified, or (y) under the circumstances contemplated by Section 8 below.

Any disputes as to whether a bid is a qualified bid will be resolved by the  
Court at the Auction (as defined in Section 5 below).

**3. Deadline for Qualification.** Any party that desires to participate in the  
Auction shall deliver (by email, fax, or personal service) the materials and information  
listed in Section 2 above on July 3, 2008 to: (1) the Debtor's general bankruptcy counsel,  
SulmeyerKupetz, a professional corporation, 333 So. Hope Street, 35<sup>th</sup> Floor, Los  
Angeles, California 90071, attn: Jeffrey Pomerance, Fax: (213) 629-4520, email:  
jpomerance@sulmeyerlaw.com; and Mark Horoupian, email:  
mhoroupian@sulmeyerlaw.com; (2) the Committee's counsel, Landsberg Margulies, LLP,  
16030 Ventura Blvd., Ste. 470, Encino, California 91436-2731, Attn: Ian Landsberg, Fax  
(818) 705-3777, email: ilandsberg@lm-lawyers.com; (3) Wachovia's counsel, Levy, Small  
& Lallas, 815 Moraga Drive, Los Angeles, California 90049, attn: Leo Plotkin, Fax (310)

1 471-7990, email: lplotkin@lsl-la.com. Notwithstanding the foregoing, if information  
2 regarding adequate assurance of future performance by a bidder with respect to real  
3 property leases, and executory contracts, to be assumed and assigned in connection with  
4 the Asset Purchase Agreement submitted by the bidder is not provided to the Debtor,  
5 counsel for the landlords under the subject leases, counsel to the Committee, counsel to  
6 the New Breed, Inc. (if its contract with the Debtor is to be assumed) and counsel to  
7 Wachovia by **June 26, 2008**, and if such a bidder is determined to be the Successful  
8 Bidder (as defined below) at the Auction (as defined below), such landlords will have the  
9 right to request a continuance of the Sale Hearing (as defined below) set for July 8, 2008,  
10 for a period of not more than one week, to address the adequate assurance issue, if any  
11 exists.

12 **4. Notification of Opening Bid.** At the commencement of the Auction, the  
13 Debtor will identify the opening bid, which will be a qualified bid that the Debtor  
14 determines is the highest and best qualified bid, subject to the Court's determination if  
15 there is a dispute. If no timely overbid is submitted, the Debtor shall request at the Sale  
16 Hearing that the Bankruptcy Court approve the Sale of the Transferred Assets to  
17 Proposed Purchaser pursuant to the terms and conditions of the Purchase Agreement.

18 **5. The Auction.** The auction ("Auction") shall commence and take place on  
19 July 8, 2008, at 11:00 a.m. Pacific Time, before the Honorable Samuel L. Bufford, United  
20 States Bankruptcy Judge, in Courtroom 1575 of the United States Bankruptcy Court for  
21 the Central District of California, 255 East Temple Street, Los Angeles, California 90012.  
22 The Auction shall be open and conducted in the Bankruptcy Court. Bidders must attend  
23 the Auction in person or through an authorized representative or agent with actual  
24 authority (x) to participate in the Auction and (y) to bind such bidder. During the Auction,  
25 any qualified bidder may increase its bid by another qualified bid that:

26 (a) provides value to the Debtor's bankruptcy estate that exceeds the  
27 value provided pursuant to the then highest qualified bid, in accordance with the  
28 minimum requirements as set forth in this Section 5(c) below;

(b) identifies specifically any other charges made to such bidder's prior  
bid; and

(c) satisfies the requirements of Section 2 above.

Any bid received from a qualified bidder during the Auction that is an Initial  
Overbid or Incremental Overbid (as defined below) and that satisfies the requirements set  
forth in subsections (a) through (c) of this Section 5 shall constitute an "Increased Bid."  
For purposes hereof, an "Initial Overbid" shall refer to any initial incremental overbid in an  
amount equal to or greater than \$200,000 in value in excess of the value to the estate  
pursuant to the Purchase Agreement, and an "Incremental Overbid" shall refer to any  
incremental overbid thereafter following the Initial Overbid by any qualified bidder in an  
amount equal to or greater than \$50,000 in value to the Debtor's bankruptcy estate in  
excess of the Initial Overbid or any prior incremental overbid.

In the event the bid of Proposed Purchaser is not the winning bid, or in the  
event of an Increased Bid (either by virtue of an Initial Overbid or an Incremental  
Overbid), Proposed Purchaser will be entitled, but not obligated, to submit successive  
incremental overbids and will be entitled, in the calculation of the amount of Proposed  
Purchaser's increased bids, in the event that the Court approves a break-up fee for the  
Proposed Purchaser, to a credit in the amount of the break-up fee.

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**6. Selection of Successful Bidder and Back-Up Purchaser.** At the Auction, the Debtor, the Committee, Wachovia, and the Court shall review and consider each of the Qualified Bids and the Increased Bids, if any, and shall advise the Court of their views with respect to the bids. At the conclusion of bidding, the Court shall determine which bid constitutes the highest and otherwise best bid (in terms of value to the Debtor's bankruptcy estate) for the Assets. Subject to the preceding sentence, and in compliance with these Sale Procedures, the bidder making the bid that is selected at the Auction as the highest and best (in terms of value provided to the bankruptcy estate) shall be considered the "Successful Bidder". At the Sale Hearing, the Court may designate the next highest willing designee as the "Back-Up Purchaser" to whom a sale will be made in the event that the Successful Bidder fails to timely close the transaction.

**7. Bankruptcy Court Approval of the Successful Bidder.** A hearing on all of the relief requested in Debtor's Sale Approval Motion, including the assumption and Assignment of the Assumed Contracts (real property leases and other executory contracts to be assumed and assigned to the Successful Bidder), and to confirm the results of the Auction (the "Sale Hearing") shall be held before the Honorable Samuel L. Bufford, United States Bankruptcy Judge, as soon as the Auction is completed on July 8, 2008, at 11:00 a.m. Pacific Time. In the event that there is an unresolved issue regarding adequate assurance of future performance or any other issue involving Confidential Bidder Financial Information with respect to the assumption and assignment of real property leases or the Debtor's contract with New Breed, the Court will address any issues at the July 8, 2008, Sale Hearing regarding the filing and presentation of papers including Confidential Bidder Financial Information and may set a continued final hearing on the Sale Motion for a date that is to be no later than July 15, 2008.

**8. Returns of Deposits.** Within three (3) business days after the entry by the Bankruptcy Court of its order (the "Approval Order") approving the Sale of the Assets to the Successful Bidder, the Deposits (if any) submitted by all bidders shall be returned, except for the Deposit of the Successful Bidder, in which case the Deposit will be applied to the purchase price for the Assets, and except with respect to any bidder that forfeits its Deposit under Section 3(f) above. Except as otherwise provided for in Section 3(f) above, in the event that the Debtor cancels the proposed Sale of the Assets, or withdraws the motion to approve the Sale of the Assets, the Deposits submitted by all bidders shall be returned promptly.

**PROOF OF SERVICE**

**STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

At the time of service, I was over 18 years of age and **not a party to this action**. I am employed in the County of Los Angeles, State of California. My business address is 333 South Hope Street, Thirty-Fifth Floor, Los Angeles, California 90071-1406.

On June 27, 2008, I served the following document(s) described as **ORDER AUTHORIZING AND APPROVING SALE PROCEDURES TO BE EMPLOYED IN CONNECTION WITH DEBTOR'S SALE OF ASSETS SUBJECT TO OVERBID OPPORTUNITY AND GRANTING RELATED RELIEF** on the interested parties in this action as follows:

**SEE ATTACHED SERVICE LIST**

**BY MAIL:** I enclosed the document(s) in a sealed envelope or package addressed to the persons at the addresses listed in the Service List and placed the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with SulmeyerKupetz's practice for collecting and processing correspondence for mailing. On the same day that the correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid.

Colorado Department of Revenue  
c/o Carolyn Lievers  
Assistant Attorney General  
Business & Licensing  
Attorney for Revenue, Department of  
1525 Sherman St., 7th Floor  
Denver, CO 80203

State of Washington  
Department of Revenue and Employment  
Security  
c/o Zachary Mosner, Asst. Attorney  
General  
Bankruptcy & Collections Unit  
800 Fifth Ave, Ste 2000  
Seattle, WA 98104-3188

SwaddleDesigns, LLC  
Charles C. Robinson  
Garvey Schubert Barer  
1191 Second Ave., 18th Fl.  
Seattle, WA 98101-2939

**BY E-MAIL OR ELECTRONIC TRANSMISSION:** I caused the document(s) to be sent from the e-mail address dperez@sulmeyerlaw.com to the persons at the e-mail addresses listed in the Service List, I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct and that I am employed in the office of a member of the bar of this Court at whose direction the service was made.

Executed on June 27, 2008, at Los Angeles, California.

/s/ Debbie A. Perez  
Debbie A. Perez

**SERVICE LIST**

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**DEBTOR**

eStyle, Inc.  
865 South Figueroa Street  
Suite 2700  
Los Angeles, CA 90017  
EFabricant@babystyle.com

**OFFICE OF THE UNITED STATES TRUSTEE**

Office of the United States Trustee  
Attn: Bruce Schildkraut, Esq.  
Ernst & Young Plaza  
725 South Figueroa St., 26th Floor  
Los Angeles, CA 90017  
Bruce.Schildkraut@usdoj.gov

**ATTORNEY FOR COMMITTEE OF UNSECURED CREDITORS**

Craig G. Margulies, Esq.  
Ian S. Landsberg, Esq.  
LANDSBERG MARGULIES LLP  
16030 Ventura Blvd., Ste. 470  
Encino, CA 91436-2731  
cmargulies@lm-lawyers.com  
ilandsberg@lm-lawyers.com

**PARTIES REQUESTING SPECIAL NOTICE**

1800Diapers, Inc.  
c/o Jeffery N. Pomerantz, Esq.  
PACHULSKI STANG ZIEHL & JONES LLP  
10100 Santa Monica Blvd., 11th Floor  
Los Angeles, CA 90067-4100  
jpomerantz@pszjlaw.com

American Express Travel Related Svcs Co  
Inc Corp Card  
c/o Becket and Lee LLP  
POB 3001  
Malvern, PA 19355-0701  
notices@becket-lee.com

Bellevue Square Managers, Inc.  
c/o John S. Kaplan, Esq.  
Perkins Coie LLP  
1201 Third Avenue, 40th Floor  
Seattle, WA 98101-3099  
JKaplan@perkinscoie.com

Comptroller of Public Accounts of  
the State of Texas  
c/o Jay W. Hurst, Asst. Attorney General  
Bankruptcy & Collections Division  
P.O. Box 12548  
Austin, TX 78711-2548

1 jay.hurst@oag.state.tx.us

2 Dream International USA, Inc.  
3 c/o Samuel S. Oh, Esq.  
4 Lim, Ruger & Kim, LLP  
5 1055 West Seventh St., Ste. 2800  
6 Los Angeles, CA 90017  
7 sam.oh@lrklawyers.com

8 General Growth Management, Inc., as Agent  
9 Attn: Kristen N. Pate, Assistant Gen. Counsel  
10 110 N. Wacker  
11 Chicago, IL 60606  
12 ggpbk@ggp.com

13 GRP II Investors, L.P.; GRP II Partners, L.P.;  
14 GRP II, L.P.; Oak Investment Partners IX;  
15 Oak IX Affiliates Fund, L.P.; & Oak IX Affiliates Fund – A, L.P.  
16 c/o Michael Foreman, Esq.  
17 c/o Michelle Kreidler Dove, Esq.  
18 DORSEY & WHITNEY LLP  
19 250 Park Avenue  
20 New York, NY 10177  
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