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10 RREEF Management Company

11 **UNITED STATES BANKRUPTCY COURT**  
12 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**  
13 **LOS ANGELES DIVISION**

14 In re )  
15 )  
16 ESTYLE, INC., )  
17 a Delaware corporation, dba babystyle, Cadeau )  
18 and Cadeau Designs, )  
19 Debtor. )

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

Chapter 11

**DECLARATION OF RUTH TEWALT IN  
SUPPORT OF OBJECTION TO  
SCHEDULE OF PROPOSED CURE  
AMOUNTS REGARDING (1)  
UNEXPIRED REAL PROPERTY  
LEASES AND (2) EXECUTORY  
CONTRACT, WHICH MAY BE  
ASSUMED AND ASSIGNED  
PURSUANT TO THE DEBTOR'S  
MOTION FOR ORDER AUTHORIZING  
AND APPROVING (1) THE SALE OF  
ESTYLE, INC'S ASSETS FREE AND  
CLEAR OF LIENS; AND (2) THE  
ASSUMPTION AND ASSIGNMENT OF  
EXECUTORY CONTRACTS AND  
UNEXPIRED NONRESIDENTIAL  
REAL PROPERTY LEASES**

Date: July 8, 2008  
Time: 2:00 p.m.  
Place: Courtroom 1575  
255 East Temple Street  
Los Angeles, CA 90012

22 I, Ruth Tewalt, declare as follows:

23 1. I am an adult and a Vice President, District Manager of Manhattan Village  
24 Shopping Center for RREEF Management Company ("RREEF"). RREEF is the agent for

1 landlord creditor RREEF America REIT II Corp. ("Landlord") in the case commonly known as  
2 In re eStyle, Inc., bearing United States Bankruptcy Court (C.D. Cal.) Case No. 08-13518-SB.  
3 The following facts are of my own personal knowledge, except those stated upon information  
4 and belief, and as to all such facts stated upon information and belief, I am informed and believe  
5 that the same are true. If called as a witness, I could and would competently testify to the truth  
6 of the following facts. This declaration is made pursuant to 28 U.S.C. §1746 and in support of  
7 the Objection To Schedule Of Proposed Cure Amounts Regarding (1) Unexpired Real Property  
8 Leases And (2) Executory Contract, Which May Be Assumed And Assigned Pursuant To The  
9 Debtor's Motion For Order Authorizing And Approving (1) The Sale Of Estyle, Inc's Assets  
10 Free And Clear Of Liens; And (2) The Assumption And Assignment Of Executory Contracts  
11 And Unexpired Nonresidential Real Property Leases (the "Cure Objection").

12         2. In my capacity as the Vice President, District Manager of Manhattan Village  
13 Shopping Center for RREEF, I am generally familiar with the documents contained in the lease  
14 files for Landlord, such as the lease and any amendments, as well as the calculations generated  
15 by the bookkeeping staff regarding past due rent and unpaid lease charges. Such documents  
16 were and are made in the ordinary course of business for the Landlord and RREEF, at or near  
17 the time of the event to which each document relates, and were prepared by persons employed  
18 by the Landlord and RREEF charged with accurately and truthfully preparing such documents.

19         3. I am informed and believe that the Landlord and the Debtor executed a lease  
20 dated August 12, 20002 for retail sales space commonly known as Manhattan Village located in  
21 Manhattan Village, California (the "Manhattan Village Lease").

22         4. Under the Manhattan Village Lease, the Debtor is required to pay all rent and  
23 charges on a monthly basis, in advance, on the first day of each month.

24         5. As of July 2, 2008, the Debtor had not paid the following charges:

25 <b>2007 Percentage Rent</b>	<b>TOTAL</b>	<b>\$2,068.76</b>
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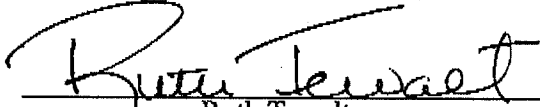
26         6. In addition, the Debtor also has an outstanding balance of \$12,706.02 for July  
27 2008 rent and related charges.

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1 7. Furthermore, I am informed and believe that the Landlord has incurred attorneys'  
2 fees in connection with protecting its interests in the bankruptcy case of at least \$2,938.70  
3 through June 30, 2008.

4 8. The total rent and charges owing under the Manhattan Village Lease, including  
5 of attorney fees and costs and interest, totals no less than \$17,741.33.

6 I declare under penalty of perjury under the laws of the United States of America that  
7 the foregoing is true and correct. Executed this 2nd day of July, 2008 in Manhattan Beach,  
8 California.

9   
10 Ruth Tewalt

**Katten**  
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