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**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

In re:

EDDIE BAUER LLC, *et al.*,

Debtors.¹

Chapter 11

Case No. 26-11422 (SLM)

(Joint Administration Requested)

**DEBTORS' MOTION FOR ENTRY OF
INTERIM AND FINAL ORDERS (I) AUTHORIZING
THE DEBTORS TO (A) MAINTAIN AND ADMINISTER THEIR
CUSTOMER PROGRAMS AND (B) HONOR CERTAIN PREPETITION
OBLIGATIONS RELATED THERETO AND (II) GRANTING RELATED RELIEF**

TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

The above-captioned debtors and debtors in possession (collectively, the “Debtors”) state the following in support of this motion (this “Motion”):²

¹ The last four digits of Debtor Eddie Bauer LLC’s tax identification number are 6060. A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ proposed claims and noticing agent at <https://cases.stretto.com/EddieBauer>. The location of Debtor Eddie Bauer LLC’s principal place of business is 10401 Northeast 8th Street, Suite 500, Bellevue, WA 98004; the Debtors’ service address in these chapter 11 cases is 6501 Legacy Drive, Suite B100, Plano, TX 75024.

² A description of the Debtors and their business, as well as the facts and circumstances supporting this Motion and giving rise to the Debtors’ chapter 11 cases, is set forth in greater detail in the *Declaration of Stephen Coulombe, Co-Chief Restructuring Officer of Eddie Bauer LLC and its Affiliates, in Support of Chapter 11 Petitions and*

Relief Requested

1. The Debtors seek entry of interim and final orders, substantially in the forms attached hereto as **Exhibit A** and **Exhibit B** (respectively, the “Interim Order” and “Final Order”): (a) authorizing, but not directing, the Debtors to (i) maintain and administer their customer programs and (ii) honor certain prepetition obligations related thereto; and (b) granting related relief. In addition, the Debtors request that the Court schedule a final hearing within approximately twenty-one days after the commencement of these chapter 11 cases to consider entry of the Final Order.

Jurisdiction and Venue

2. The United States Bankruptcy Court for the District of New Jersey (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11*, entered July 23, 1984, and amended on June 6, 2025 (Bumb, C.J.). The Debtors confirm their consent to the Court’s entry of a final order in connection with this Motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

3. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

4. The bases for the relief requested herein are sections 105(a), 363, 1107(a), and 1108 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the “Bankruptcy Code”), rules 2002(a), 6003(a), and 6004(h) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and rules 9013-1 and 9013-5 of the Local Rules of the United States

First Day Motions (the “First Day Declaration”), filed contemporaneously herewith and incorporated by reference herein. Capitalized terms used but not otherwise defined in this Motion shall have the meanings ascribed to them in the First Day Declaration.

Bankruptcy Court for the District of New Jersey, dated August 1, 2025 (the “Bankruptcy Local Rules”).

Background

5. On February 9, 2026 (the “Petition Date”), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors have filed a motion contemporaneously herewith requesting procedural consolidation and joint administration of these chapter 11 cases pursuant to Bankruptcy Rule 1015(b). The Debtors are operating their business and managing their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No request for the appointment of a trustee or examiner has been made in these chapter 11 cases, and no official committees have been appointed or designated.

The Customer Programs³

6. For more than one hundred years, the Debtors’ iconic American brand has played a leading role in outfitting the outdoor recreation industry by producing and selling innovative lifestyle clothing, high-performance gear, and equipment to North American customers. Today, the Debtors serve millions of customers each year at hundreds of brick-and-mortar store locations throughout the United States and Canada.

7. In the ordinary course of business, the Debtors maintain various programs that are vital to the Debtors’ ability to engender goodwill among their current customers, maintain brand loyalty in the competitive retail industry, and drive revenue at their brick-and-mortar retail locations. Such programs include: (a) the Adventure Rewards Program; (b) the Co-Branded Credit Card Program; (c) the Gift Card Program; (d) the Refund and Exchange Program; and

³ Although this Motion is intended to be comprehensive, the Debtors may have inadvertently omitted certain Customer Programs (as defined herein). The Debtors request relief with respect to all Customer Programs, regardless of whether such Customer Program is specifically identified herein.

(e) the Charitable Programs (each as defined herein, and collectively, the “Customer Programs”). Although the obligations related to the Customer Programs are typically booked as a liability in the Debtors’ books and records, most of the Customer Programs ***do not*** require a cash outlay on the part of the Debtors. Rather, the Debtors are able to fulfill the vast majority of their obligations related to the Customer Programs by providing certain pricing mechanisms, incentives, discounts, and other accommodations to their customers without spending cash.

8. Continuing to provide the Customer Programs will help the Debtors maintain their reputation for quality, enhance customer retention, and ensure that they are able to continue operating their retail enterprise. Accordingly, the Debtors request authority, but not direction, to maintain the Customer Programs in the ordinary course of business and to honor any outstanding prepetition amounts incurred on account of the Customer Programs as they become due and payable on a postpetition basis in the ordinary course of business.⁴

I. The Adventure Rewards Program.

9. The Debtors’ hallmark customer loyalty program is the Adventure Rewards Program (the “Adventure Rewards Program”), in which approximately ten million of the Debtors’ customers (the “Adventure Rewards Members”) are enrolled. The Adventure Rewards Program is an important engagement tool that allows Adventure Rewards Members to receive promotional discounts and other benefits. Historically, Adventure Rewards Members have been responsible for approximately 80% of the Debtors’ annual sales volume.

⁴ All Customer Programs, including the Gift Card Program and the Refund and Exchange Program for stores that are Closing Stores (as defined in the Store Closing Motion (defined herein)) are subject to, governed by, and wholly qualified by the relief sought in *Debtors’ Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to Assume the Agency Agreement; (II) Authorizing and Approving the Conduct of Store Closing Sales, with Such Sales to be Free and Clear of all Liens, Claims, and Encumbrances; (III) Modifying Customer Programs at the Closing Stores; and (IV) Granting Related Relief* (the “Store Closing Motion”).

10. The Adventure Rewards Program operates on a points-based system (such points, the “Rewards Points”) whereby each dollar an Adventure Rewards Member spends on the Debtors’ merchandise translates to Rewards Points at certain ratios depending on a particular Adventure Rewards Member’s loyalty tier. The Debtors offer three loyalty tiers under the Adventure Rewards Program that correspond to an Adventure Rewards Member’s spend on the Debtors’ merchandise within the prior twelve-month period:

- **Adventurer:** The “Adventurer” tier is the lowest loyalty tier under the Adventure Rewards Program. This tier is available to all participating customers at no cost and does not require a minimum spending threshold. The primary benefit to customers in the “Adventurer” tier is that they receive free shipping on orders above \$75. In addition, participating customers receive a variety of other ancillary benefits, including a 10% off birthday reward, promotions exclusively for Adventure Rewards Members, and early access to certain sales and product launches. Customers in the “Adventurer” tier earn **three** Rewards Points for every \$1 they spend on the Debtors’ merchandise.
- **Explorer:** Adventure Rewards Members who spend \$300 to \$599 per year qualify for the next highest loyalty tier under the Adventure Rewards Program—the “Explorer” tier. In addition to the other benefits that Adventure Rewards Members in the “Adventurer” tier receive, customers in the “Explorer” tier receive free shipping on orders above \$50 and earn **four** Rewards Points for every \$1 they spend on the Debtors’ merchandise.
- **Guide:** Adventure Rewards Members who spend \$600 or more per year qualify for the highest loyalty tier under the Adventure Rewards Program—the “Guide” tier. In addition to the other benefits that Adventure Rewards Members in the “Explorer” tier receive, customers in the “Guide” tier receive free shipping on all orders and earn **five** Rewards Points for every \$1 they spend on the Debtors’ merchandise.

11. Adventure Rewards Members receive the benefits of their new loyalty tier as soon as they qualify for it, and they maintain that loyalty tier for one year (*e.g.*, if a customer spends \$600 on January 15, 2025, they will receive Guide benefits from that day until January 15, 2026).

12. Rewards Points are converted into redeemable merchandise credit on a quarterly basis through the issuance of Adventure Rewards Members certificates (the “Adventure Rewards Certificates”) that detail the Rewards Points Adventure Rewards Members have earned and the corresponding dollar amount of credit they can apply towards purchases of the Debtors’

merchandise. Regardless of which loyalty tier a particular Adventure Rewards Member qualifies for, they receive credit worth \$5 for every 500 Rewards Points they have accumulated. An \$80 Adventure Rewards Certificate (corresponding to a redemption of 8,000 Rewards Points) is the maximum that an Adventure Rewards Member may receive in any given quarter—if an Adventure Rewards Member has a balance of greater than 8,000 Rewards Points, any remaining Rewards Points are rolled over to the next quarterly cycle. Adventure Rewards Certificates are generally issued to Adventure Rewards Members in February, May, August, and November and are redeemable for approximately nine weeks after their issuance. Rewards Points expire after twelve months if a customer does not make any qualifying purchases during that time period. The Company may also issue Adventure Rewards Certificates in its discretion.

13. The Debtors have historically issued Adventure Rewards Certificates worth approximately \$10 million each year in connection with the Adventure Rewards Program. Due to the limited timeframe whereby Adventure Rewards Members may redeem the Adventure Rewards Certificates, however, the Debtors typically recognize only a small fraction of such liability.

14. As of the Petition Date, there are no outstanding unexpired Adventure Rewards Certificates. However, there are outstanding unexpired Rewards Points that Adventure Rewards Members have accrued but for which they have yet to receive Adventure Rewards Certificates. Accordingly, the Debtors request authority, but not direction, to continue operating the Adventure Rewards Program in the ordinary course of the Debtors' business, including by issuing new Adventure Rewards Certificates to customers on account of Rewards Points that customers have accrued prior to the Petition Date.

II. The Co-Branded Credit Card Program.

15. In the ordinary course of business, the Debtors partner with Imprint Payments, Inc. ("Imprint") to offer their customers the opportunity to apply for a co-branded Mastercard credit

card issued by First Electronic Bank (such card, the “Eddie Bauer World Mastercard,” and the program associated therewith, the “Co-Branded Credit Card Program”). The Eddie Bauer World Mastercard can be used anywhere that Mastercard is accepted. Customers apply for the Eddie Bauer World Mastercard online or in one of the Debtors’ stores and must be approved by Imprint (such customers, following approval, the “Cardholders”). The Co-Branded Credit Card Program is governed by that certain credit card program agreement by and between Imprint and SPARC Group LLC, dated June 4, 2024, and that certain addendum by and among Imprint, SPARC Group LLC, and Debtor Eddie Bauer LLC, dated June 4, 2024 (the “Credit Card Program Agreement”).

16. Pursuant to the Credit Card Program Agreement, First Electronic Bank extends revolving credit to the Cardholders. When Cardholders use their Eddie Bauer World Mastercard to make purchases, First Electronic Bank is responsible for funding those transactions, and Cardholders must reimburse First Electronic Bank for such purchases. Imprint then makes various payments to the Debtors, including royalty payments, profit-sharing remittances, and marketing reimbursements that are based on the performance of the Co-Branded Credit Card Program. Royalty payments and marketing reimbursements are generally calculated and paid as a percentage of net purchases after accounting for any returns, cancellations, and disputed or unauthorized transactions, among other factors. By contrast, profit-sharing remittances are based on the overall profitability of the Co-Branded Credit Card Program and are inclusive of, among other things, credit losses, chargebacks, and other program expenses. In addition, the Debtors receive interchange relief payments, whereby the Debtors are reimbursed for the interchange fees that the Company is charged for when transactions occur at their brick-and-mortar stores using the Eddie Bauer World Mastercard.

17. The Co-Branded Credit Card Program works together with the Adventure Rewards Program to drive customer loyalty and repeat engagement. Specifically, Cardholders earn three Rewards Points for each dollar they spend using the Eddie Bauer World Mastercard at any of the Debtors' brick-and-mortar retail locations or online, two Rewards Points at gas stations and restaurants, and one Rewards Point for all other purchases. If a Cardholder is also registered for the Adventure Rewards Program, the Rewards Points they earn on purchases of the Debtors' merchandise are multiplied—"Adventurers" earn six Rewards Points for each dollar they spend on the Debtors' merchandise, "Explorers" earn seven Rewards Points for each dollar they spend on the Debtors' merchandise, and "Guides" earn eight Rewards Points for each dollar they spend on the Debtors' merchandise. In addition to enhanced Adventure Rewards Program earnings, Cardholders are offered Cardholder-only savings and promotional benefits, including a percentage discount on their first purchase of the Debtors' merchandise with the Eddie Bauer World Mastercard. As a result, the Co-Branded Credit Card Program is a valuable component of the Debtors' customer engagement strategy, as Cardholders historically demonstrate higher transaction frequency and greater overall spend on the Debtors' merchandise as compared to non-Cardholders.

18. As of the Petition Date, the Debtors do not believe that they have any outstanding liabilities on account of the Co-Branded Credit Card Program. Out of an abundance of caution, however, the Debtors request authority, but not direction, to: (a) honor all outstanding amounts on account of the Co-Branded Credit Card Program, including any prepetition amounts with respect thereto, as they become due and payable in the ordinary course of the Debtors' business and (b) continue performing under the Credit Card Program Agreement in the ordinary course of business.

III. The Gift Card Program.

19. Like many other retail businesses, the Debtors allow their customers to purchase prepaid, non-expiring gift cards (the “Gift Cards,” and the program related thereto, the “Gift Card Program”), in various denominations ranging from \$10 to \$500. In addition, the Debtors may issue Gift Cards for store credit in connection with certain returns of products in the ordinary course of business. The Debtors sell Gift Cards to their customers in their retail stores and at certain third-party locations. Once issued, the Gift Cards may be redeemed in-store for merchandise at a later date.⁵ The Gift Card Program is an important liquidity driver for the Debtors because it allows them to receive immediate funds without having to simultaneously convey merchandise to their customers. Gift Cards are also a critical customer retention and engagement tool as they encourage repeat interactions with the Debtors’ retail channels and future merchandise purchases.

20. The Debtors have issued approximately \$21 million worth of Gift Cards in the last three years, and customers typically redeem approximately \$5.2 million worth of Gift Cards per year at the Debtors’ brick-and-mortar store locations and former e-commerce platform. Although the Debtors do not believe that all of the outstanding Gift Cards will be redeemed over the course of these chapter 11 cases, the Debtors request authority, but not direction, to honor all outstanding prepetition liabilities on account of the Gift Card Program as customers redeem them and to continue honoring such obligations in the ordinary course of the Debtors’ business.

⁵ Historically, customers could redeem Gift Cards both online and at brick-and-mortar locations. As discussed in greater detail in the First Day Declaration, effective as of January 31, 2026, the Company’s right to use Eddie Bauer intellectual property with respect to its e-commerce and wholesale business channels was terminated and assigned to the O5 Group (the “O5 Transition”). In connection with the O5 Transition, the Debtors retained all accrued Gift Card liabilities, and previously-issued Gift Cards may only be redeemed at the Debtors’ brick-and-mortar retail locations.

IV. The Refund and Exchange Program.

21. As is customary in the retail industry, the Debtors allow their customers to return or exchange merchandise in its original unworn/unused condition with proof of purchase within sixty days of the purchase date, subject to certain exceptions (the “Refund and Exchange Program”). Pursuant to the Refund and Exchange Program, customers may either receive a replacement product or opt for a full refund in the original form of payment. If a product is deemed defective but there is no proof of purchase or the product was purchased outside of the sixty-day return window, the customer may exchange or replace it with a similar item at the Debtors’ stores for up to one year from the purchase date. Historically, the Debtors have processed approximately \$157 million per year of refunds and exchanges under the Refund and Exchange Program, which constitutes approximately 13.5% of the Debtors’ gross sales.

22. Programs like the Refund and Exchange Program are common in the retail industry, and similar programs are used by the Debtors’ competitors. Maintaining the Refund and Exchange Program is critical to preserving the goodwill of the Debtors’ loyal customer base. Without the Refund and Exchange Program, potential customers may be unwilling to shop at the Debtors’ remaining brick-and-mortar retail locations, the ultimate cost of which would be borne by the Debtors’ estates. Accordingly, the Debtors request authority, but not direction, to honor all outstanding prepetition liabilities on account of the Refund and Exchange Program as customers request returns or exchanges and to continue honoring such obligations in the ordinary course of the Debtors’ business.

V. The Charitable Programs.

23. The Debtors partner with certain charitable organizations, including the Heroes Project and American Forests, to offer customers the ability to participate in a charitable giving program at the point of purchase (collectively, the “Charitable Programs”). When customers make

purchases, they are presented with an offer to donate, which can include rounding up their purchase price to the nearest dollar. These donations are accumulated by the Debtors on behalf of the participating charities and remitted to the applicable Charitable Program on a quarterly basis. The Charitable Programs are a crucial aspect of building customer goodwill and maintaining the Debtors' reputation for community investment in a way that aligns with and reinforces the Debtors' brand values. If the Charitable Programs were to be interrupted or terminated, the Debtors' reputation with customers may be harmed and could generate unfavorable media coverage during the critical early days of these chapter 11 cases. Such an outcome would harm the value of the Debtors' estates.

24. Historically, the Debtors have collected and paid approximately \$600,000 per year on behalf of the Charitable Programs. As of the Petition Date, the Debtors have accrued a *de minimis* amount from customers not yet paid on account of the Charitable Programs. Accordingly, the Debtors request authority, but not direction, to honor all outstanding amounts on account of the Charitable Programs, including any prepetition amounts with respect thereto, in the ordinary course of the Debtors' business.

Basis for Relief

I. Continuing to Honor the Customer Programs in the Ordinary Course Is Warranted Under Sections 105(a), 363, 1107(a), and 1108 of the Bankruptcy Code.

25. Section 363(c)(1) of the Bankruptcy Code authorizes a debtor in possession to use property of the estate in the ordinary course of business without notice or a hearing. Consequently, the postpetition continuation, renewal, and replacement of obligations under the Customer Programs in the ordinary course of business is likely permitted by section 363(c) of the Bankruptcy Code without further application to this Court. Out of an abundance of caution, however, the Debtors request the relief described herein.

26. Courts have recognized that it is appropriate to authorize the payment of prepetition obligations where necessary to protect and preserve the estate, including an operating business's going-concern value. *See, e.g., In re Just for Feet, Inc.*, 242 B.R. 821, 824–26 (D. Del. 1999); *In re CoServ, L.L.C.*, 273 B.R. 487, 497 (Bankr. N.D. Tex. 2002); *In re Ionosphere Clubs, Inc.*, 98 B.R. 174, 175–76 (Bankr. S.D.N.Y. 1989); *Armstrong World Indus. v. James A. Phillips, Inc. (In re James A. Phillips, Inc.)*, 29 B.R. 391, 397 (S.D.N.Y. 1983). In so doing, these courts acknowledge that several legal theories rooted in sections 105(a), 363(b), 1107(a), and 1108 of the Bankruptcy Code support the payment of prepetition claims.

27. Section 363(b)(1) of the Bankruptcy Code permits a bankruptcy court, after notice and a hearing, to authorize a debtor to “use, sell, or lease, other than in the ordinary course of business, property of the estate.” “In determining whether to authorize the use, sale or lease of property of the estate under this section, courts require the debtor to show that a sound business purpose justifies such actions.” *Dai-Ichi Kangyo Bank, Ltd. v. Montgomery Ward Holding Corp. (In re Montgomery Ward Holding Corp.)*, 242 B.R. 147, 153 (D. Del. 1999) (collecting cases); *see also In re James A. Phillips, Inc.*, 29 B.R. at 397 (relying on section 363 of the Bankruptcy Code to allow a contractor to pay prepetition claims of suppliers who were potential lien claimants because the payments were necessary for general contractors to release funds owed to debtors); *In re Ionosphere Clubs*, 98 B.R. at 175 (finding that a sound business justification existed to justify payment of certain prepetition wages); *In re Phx. Steel Corp.*, 82 B.R. 334, 335–36 (Bankr. D. Del. 1987) (requiring the debtor to show a “good business reason” for a proposed transaction under section 363(b) of the Bankruptcy Code). In addition, under section 1107(a) of the Bankruptcy Code, a debtor in possession has, among other things, the “implied duty of the debtor in possession to ‘protect and preserve the estate, including an operating business’

going-concern value.” *In re CEI Roofing, Inc.*, 315 B.R. 50, 59 (Bankr. N.D. Tex. 2004) (quoting *In re CoServ*, 273 B.R. at 497). In turn, section 1108 of the Bankruptcy Code authorizes a debtor in possession to “operate the debtor’s business.”

28. Courts also authorize payment of prepetition claims in appropriate circumstances based on section 105(a) of the Bankruptcy Code, which codifies a bankruptcy court’s inherent equitable powers to “issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title.” Under section 105(a) of the Bankruptcy Code, courts may authorize pre-plan payments of prepetition obligations when essential to the continued operation of a debtor’s business. *See, e.g., In re Just for Feet*, 242 B.R. at 825–26. Specifically, a court may use its power under section 105(a) of the Bankruptcy Code to authorize payment of prepetition obligations pursuant to the “necessity of payment” rule (also referred to as the “doctrine of necessity”). *See, e.g., In re Ionosphere Clubs*, 98 B.R. at 176; *In re Lehigh & N. Eng. Ry Co.*, 657 F.2d 570, 581 (3d Cir. 1981) (stating that courts may authorize payment of prepetition claims when there “is the possibility that the creditor will employ an immediate economic sanction, failing such payment”); *In re Columbia Gas Sys., Inc.*, 171 B.R. 189, 191–92 (Bankr. D. Del. 1994) (noting that, in the Third Circuit, debtors may pay prepetition claims that are essential to the continued operation of the business). A bankruptcy court’s use of its equitable powers to “authorize the payment of prepetition debt when such payment is needed to facilitate the rehabilitation of the debtor is not a novel concept.” *In re Ionosphere Clubs*, 98 B.R. at 175–76 (citing *Miltenberger v. Logansport, C. & S.W. Ry. Co.*, 106 U.S. 286 (1882)). Indeed, at least one court has recognized that there are instances when a debtor’s fiduciary duty can “only be fulfilled by the preplan satisfaction of a prepetition claim.” *In re CoServ*, 273 B.R. at 497.

29. Accordingly, the Court has authority to authorize the Debtors to continue the Customer Programs, and pay prepetition claims arising thereunder, pursuant to sections 105(a), 363, 1107(a), and 1108 of the Bankruptcy Code. Continuing to administer the Customer Programs without interruption during the pendency of these chapter 11 cases is critical to preserving the value of the Debtors' assets by preserving customer goodwill and market share. This preserved value will inure to the benefit of the Debtors' estates and their creditors.

30. Failure to honor the Customer Programs could place the Debtors at a competitive disadvantage in the marketplace, amplifying the negative effect of any customer uncertainty that may arise from these chapter 11 cases. Such uncertainty could erode the Debtors' hard-earned reputation and brand loyalty. Maintaining the Customer Programs and the corresponding customer relationships reinforced by the Customer Programs will ensure a smooth transition immediately following the filing of these chapter 11 cases. Accordingly, the Debtors submit that they have demonstrated sufficient cause to warrant the authority to honor the Customer Programs and any obligations relating thereto.

31. Where, as here, retaining the loyalty and patronage of customers is critical to successful chapter 11 cases, courts in this district have granted relief similar to the relief requested herein in other chapter 11 cases. *See, e.g., In re Multi-Color Corporation*, No. 26-10910 (MBK) (Bankr. D.N.J. Feb. 2, 2026) (authorizing the debtors to administer any customer programs that were in effect prepetition and honor any undisputed prepetition obligations related thereto on an interim basis); *In re Pretium Packaging, L.L.C.*, No. 26-10896 (CMG) (Bankr. D.N.J. Jan. 30, 2026) (same); *In re STG Logistics, Inc.*, No. 26-10258 (MEH) (Bankr. D.N.J. Jan. 14, 2026) (same); *In re Thrasio Holdings, Inc.*, No. 24-11840 (CMG) (Bankr. D.N.J. Apr. 4, 2024) (authorizing the debtors to administer any customer programs that were in effect prepetition and

honor any undisputed prepetition obligations related thereto on a final basis); *In re Invitae Corp.*, No. 24-11362 (MBK) (Bankr. D.N.J. Mar. 18, 2024) (same).⁶

II. Continuing the Customer Programs and Honoring any Prepetition Amounts Owed Thereunder is in the Best Interests of the Debtors' Business and Their Estates.

32. Continuing to administer the Customer Programs without interruption during the pendency of these chapter 11 cases will help to preserve the Debtors' valuable existing customer relationships and goodwill as well as attract new customers, all of which will inure to the benefit of the Debtors' stakeholders and their estates. In contrast, if the Debtors are unable to continue the Customer Programs postpetition or pay amounts due and fulfill obligations owing on account of the Customer Programs, the Debtors could be placed at a competitive disadvantage in the marketplace that would amplify the negative effects of any customer uncertainty that may arise from the chapter 11 filings. Such uncertainty could alienate customers and cause them to switch to the Debtors' competitors, which would harm the Debtors' prospects for a successful reorganization or otherwise damage the value of their estates. Importantly, the Debtors' competitors maintain programs substantially similar to the Customer Programs, meaning that customers have a ready audience willing to meet their needs and poach business from the Debtors at this crucial time.

33. Accordingly, the Debtors request that the Court authorize, but not direct, the Debtors to continue to maintain the Customer Programs and honor any customer obligations related thereto.

34. Contemporaneously herewith, the Debtors filed the Store Closing Motion to facilitate the closing of certain of the brick-and-mortar retail locations and the liquidation of the

⁶ Because of the voluminous nature of the orders cited herein, such orders have not been attached to this Motion. Copies of these orders are available upon request to the Debtors' proposed counsel.

inventory thereof. To the extent applicable, the relief requested in this Motion shall be subject to, and governed by, the relief requested in, and any orders entered in connection with, the Store Closing Motion.

The Requirements of Bankruptcy Rule 6003(a) Are Satisfied

35. Bankruptcy Rule 6003(a) empowers a court to grant certain relief within the first twenty-one days after the Petition Date to the extent that such “relief is needed to avoid immediate and irreparable harm.” Fed. R. Bankr. P. 6003(a). As set forth in this Motion, an immediate and orderly transition into chapter 11 is critical to the viability of the Debtors’ operations. Failure to receive the requested relief during the first twenty-one days of these chapter 11 cases would severely disrupt the Debtors’ operations at this critical juncture and cause immediate and irreparable harm. The requested relief is necessary for the Debtors to operate their business in the ordinary course, preserve the ongoing value of their operations, and maximize the value of their estates for the benefit of all stakeholders. The Debtors have demonstrated that the requested relief is “needed to avoid immediate and irreparable harm,” as contemplated by Bankruptcy Rule 6003(a), and the Court should grant the requested relief.

Waiver of Bankruptcy Rules 6004(a) and 6004(h)

36. The Debtors request that the Court enter an order providing that notice of the relief requested herein satisfies Bankruptcy Rule 6004(a) and that the Debtors have established cause to exclude such relief from the fourteen-day stay period under Bankruptcy Rule 6004(h).

The Processing of Checks and Electronic Fund Transfers Should Be Authorized

37. The Debtors will have sufficient funds to pay the amounts described herein in the ordinary course of business by virtue of expected cash flows from ongoing business operations. Under the Debtors’ existing cash management system, the Debtors can readily identify checks or wire transfer requests as relating to any authorized payment in respect of the relief

requested herein. Accordingly, the Debtors do not believe that checks or wire transfer requests that are unrelated to authorized payments will be honored inadvertently. Therefore, the Debtors request that the Court authorize all applicable financial institutions, when the Debtors request, to receive, process, honor, and pay all checks or wire transfer requests in respect of the relief requested herein.

Reservation of Rights

38. Notwithstanding anything to the contrary herein, nothing contained in this Motion or any actions taken pursuant to any order granting the relief requested by this Motion is intended or should be construed as: (a) an implication or admission as to the amount of, basis for, or validity of any particular claim against the Debtors under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's rights to dispute any particular claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication, admission, or finding that any particular claim is an administrative expense claim, other priority claim, or otherwise of a type specified or defined in this Motion or any order granting the relief requested by this Motion; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission by the Debtors as to the validity, priority, enforceability, or perfection of any lien (contractual, common law, statutory, or otherwise) on, security interest in, or other encumbrance on property of the Debtors' estates and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens; (g) a waiver or limitation of the Debtors' or any other party in interest's claims, causes of action, or other rights under the Bankruptcy Code or any other applicable law; or (h) a waiver of the obligation of any party in interest to file a proof of claim.

No Prior Request

39. No prior request for the relief sought in this Motion has been made to this Court or any other court.

Modification of Bankruptcy Rule 2002(a)(2)

40. The Debtors request that the Court, for cause, modify the service requirements set forth in Bankruptcy Rule 2002(a)(2) to limit service of this Motion only to the core service list and affected creditors. In light of the breadth and complexity of the Debtors' business, serving the Motion on all creditors, even those that are unaffected by the relief sought herein, would cause unnecessary confusion and expense to the detriment of all stakeholders. Accordingly, sufficient cause exists under Bankruptcy Rule 2002(a)(2) to modify the service requirements for this Motion.

Notice

41. The Debtors will provide notice of this Motion to the following parties or their respective counsel: (a) the U.S. Trustee for the District of New Jersey; (b) the holders of the thirty largest unsecured claims against the Debtors (on a consolidated basis); (c) the state attorneys general for the states in which the Debtors conduct business; (d) the United States Attorney's Office for the District of New Jersey; (e) the Internal Revenue Service; (f) Otterbourg P.C., counsel to the Prepetition ABL Administrative Agent; (g) Ropes & Gray LLP, counsel to the Consenting Prepetition Term Loan Agent; (h) Choate, Hall & Stewart LLP, counsel to the Prepetition Subordinated Loan Agent; and (i) any party that has requested notice pursuant to Bankruptcy Rule 2002. The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

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WHEREFORE, the Debtors request that the Court enter the Interim Order and the Final Order granting the relief requested herein and such other relief the Court deems appropriate under the circumstances.

Dated: February 9, 2026

/s/ Michael D. Sirota

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*Proposed Co-Counsel to the Debtors and
the Debtors in Possession*

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*Proposed Co-Counsel to the Debtors and
the Debtors in Possession*

Exhibit A

Proposed Interim Order

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

Caption in Compliance with D.N.J. LBR 9004-1(b)

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*Proposed Co-Counsel to the Debtors and
the Debtors in Possession*

In re:

EDDIE BAUER LLC, *et al.*,

Debtors.¹

Chapter 11

Case No. 26-11422 (SLM)

(Joint Administration Requested)

¹ The last four digits of Debtor Eddie Bauer LLC's tax identification number are 6060. A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' proposed claims and noticing agent at <https://cases.stretto.com/EddieBauer>. The location of Debtor Eddie Bauer LLC's principal place of business is 10401 Northeast 8th Street, Suite 500, Bellevue, WA 98004; the Debtors' service address in these chapter 11 cases is 6501 Legacy Drive, Suite B100, Plano, TX 75024.

**INTERIM ORDER (I) AUTHORIZING
THE DEBTORS TO (A) MAINTAIN AND ADMINISTER
THEIR CUSTOMER PROGRAMS AND (B) HONOR CERTAIN PREPETITION
OBLIGATIONS RELATED THERETO AND (II) GRANTING RELATED RELIEF**

The relief set forth on the following pages, numbered three (3) through seven (7), is
ORDERED.

(Page | 3)

Debtors: EDDIE BAUER LLC, *et al.*

Case No. 26-11422 (SLM)

Caption of Order: Interim Order (I) Authorizing the Debtors to (A) Maintain and Administer Their Customer Programs and (B) Honor Certain Prepetition Obligations Related Thereto and (II) Granting Related Relief

Upon the Debtors' motion (the "Motion")¹ for entry of an interim order (this "Interim Order"): (a) authorizing, but not directing, the Debtors to (i) maintain and administer their Customer Programs and (ii) honor certain prepetition obligations related thereto; (b) scheduling a final hearing to consider approval of the Motion on a final basis; and (c) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11* of the United States District Court for the District of New Jersey, entered July 23, 1984, and amended on June 6, 2025 (Bumb, C.J.); and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having found that it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing, establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, **IT IS HEREBY ORDERED THAT:**

¹ Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion.

(Page | 4)

Debtors: EDDIE BAUER LLC, *et al.*

Case No. 26-11422 (SLM)

Caption of Order: Interim Order (I) Authorizing the Debtors to (A) Maintain and Administer Their Customer Programs and (B) Honor Certain Prepetition Obligations Related Thereto and (II) Granting Related Relief

1. The Motion is **GRANTED** on an interim basis as set forth herein.
2. Any objections to the entry of this Interim Order, to the extent withdrawn or settled, are overruled.
3. The final hearing on the Motion will be held on _____, **2026, at ____:____.m., prevailing Eastern Time.** Objections, if any, that relate to the Motion shall be filed and served so as to be actually received by (a) proposed counsel to the Debtors (i) Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn.: Joshua A. Sussberg, P.C. (joshua.sussberg@kirkland.com), Matthew C. Fagen, P.C. (matthew.fagen@kirkland.com), and Oliver Paré (oliver.pare@kirkland.com) and (ii) Cole Schotz P.C., Court Plaza North, 25 Main Street, Hackensack, New Jersey 07601, Attn.: Michael D. Sirota (msirota@coleschotz.com), Warren A. Usatine (wusatine@coleschotz.com), and Felice R. Yudkin (fyudkin@coleschotz.com); (b) Office of the United States Trustee for the District of New Jersey, Attn.: Fran B. Steele (Fran.B.Steele@usdoj.gov) and David Gerardi (David.Gerardi@usdoj.gov), One Newark Center, Suite 2100 Newark, New Jersey 07102; and (c) if any statutory committee has been appointed in these chapter 11 cases, counsel to such committee, on or before _____, **2026, at ____:____.m., prevailing Eastern Time.** If no objections are filed to the Motion, this Court may enter an order approving the relief requested in the Motion on a final basis without further notice or hearing.
4. The Debtors are authorized, but not directed, on an interim basis, to: (a) continue to administer the Customer Programs (including, but not limited to, those described in the Motion) currently in effect; (b) honor any undisputed obligations related to the Customer Programs,

(Page | 5)

Debtors: EDDIE BAUER LLC, *et al.*

Case No. 26-11422 (SLM)

Caption of Order: Interim Order (I) Authorizing the Debtors to (A) Maintain and Administer Their Customer Programs and (B) Honor Certain Prepetition Obligations Related Thereto and (II) Granting Related Relief

whether incurred prepetition or postpetition as they come due, in each case in the ordinary course of business; and (c) modify, replace, supplement, or terminate any Customer Program in the ordinary course of business; *provided* that the relief granted in this Interim Order shall be subject to, and governed by, the relief granted in and any orders entered in connection with, the Store Closing Motion.

5. Any amounts contemplated to be paid, and actually paid, by this Interim Order, shall be subject to, and paid in accordance with, the *Interim Order (I) Authorizing Postpetition Use of Cash Collateral, (II) Granting Adequate Protection to the Secured Parties, (III) Modifying the Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* (the “Interim Cash Collateral Order”), *Final Order (I) Authorizing Postpetition Use of Cash Collateral, (II) Granting Adequate Protection to the Secured Parties, (III) Modifying the Automatic Stay, and (IV) Granting Related Relief* (the “Final Cash Collateral Order,” and together with the Interim Cash Collateral Order, the “Cash Collateral Order”), and Approved Budget (as defined in the Cash Collateral Order).

6. Notwithstanding anything to the contrary herein, nothing contained in the Motion or any actions taken pursuant to this Interim Order granting the relief requested by the Motion is intended as or should be construed or deemed to be: (a) an implication or admission as to the amount of, basis for, priority of, or validity of any particular claim against a Debtor entity under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors’ rights to dispute any claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication or admission that any particular claim is of a type specified or defined in the

(Page | 6)

Debtors: EDDIE BAUER LLC, *et al.*

Case No. 26-11422 (SLM)

Caption of Order: Interim Order (I) Authorizing the Debtors to (A) Maintain and Administer Their Customer Programs and (B) Honor Certain Prepetition Obligations Related Thereto and (II) Granting Related Relief

Motion or any order granting the relief requested by the Motion or a finding that any particular claim is an administrative expense claim or other priority claim; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code or otherwise affecting the Debtors' rights under section 365 of the Bankruptcy Code; (f) an admission by the Debtors as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; (g) a waiver or limitation of the Debtors' rights under the Bankruptcy Code or any other applicable law; or (h) a waiver of the obligation of any party in interest to file a proof of claim. Nothing contained in this Interim Order shall be deemed to increase, reclassify, elevate to an administrative expense status, or otherwise affect any claim on account of such claim not being paid.

7. The Debtors are authorized, but not directed, to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored as a consequence of these chapter 11 cases with respect to prepetition amounts owed in connection with the relief granted herein.

8. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized to receive, process, honor, and pay all such checks and electronic payment requests when presented for payment, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Interim Order.

(Page | 7)

Debtors: EDDIE BAUER LLC, *et al.*

Case No. 26-11422 (SLM)

Caption of Order: Interim Order (I) Authorizing the Debtors to (A) Maintain and Administer Their Customer Programs and (B) Honor Certain Prepetition Obligations Related Thereto and (II) Granting Related Relief

9. Nothing in this Interim Order directs the Debtors to accelerate any payments not otherwise due.

10. The contents of the Motion satisfy the requirements of Bankruptcy Rule 6003(a).

11. Notwithstanding Bankruptcy Rule 6004(h), to the extent applicable, the terms and conditions of this Interim Order are immediately effective and enforceable upon its entry.

12. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Interim Order in accordance with the Motion.

13. The Debtors shall serve by e-mail (if available) or by regular mail (if e-mail is unavailable) a copy of this Interim Order and the Motion on all parties required to receive such service pursuant to Bankruptcy Local Rule 9013-5(f) within two business days after the entry of this Interim Order.

14. Any party may move for modification of this Interim Order in accordance with Bankruptcy Local Rule 9013-5(e).

15. This Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Interim Order.

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Exhibit B

Proposed Final Order

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

Caption in Compliance with D.N.J. LBR 9004-1(b)

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*Proposed Co-Counsel to the Debtors and
the Debtors in Possession*

In re:

EDDIE BAUER LLC, *et al.*,

Debtors.¹

Chapter 11

Case No. 26-11422 (SLM)

(Joint Administration Requested)

¹ The last four digits of Debtor Eddie Bauer LLC's tax identification number are 6060. A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' proposed claims and noticing agent at <https://cases.stretto.com/EddieBauer>. The location of Debtor Eddie Bauer LLC's principal place of business is 10401 Northeast 8th Street, Suite 500, Bellevue, WA 98004; the Debtors' service address in these chapter 11 cases is 6501 Legacy Drive, Suite B100, Plano, TX 75024.

**FINAL ORDER (I) AUTHORIZING
THE DEBTORS TO (A) MAINTAIN AND ADMINISTER THEIR
CUSTOMER PROGRAMS AND (B) HONOR CERTAIN PREPETITION
OBLIGATIONS RELATED THERETO AND (II) GRANTING RELATED RELIEF**

The relief set forth on the following pages, numbered three (3) through six (6), is
ORDERED.

(Page | 3)

Debtors: EDDIE BAUER LLC, *et al.*

Case No. 26-11422 (SLM)

Caption of Order: Final Order (I) Authorizing the Debtors to (A) Maintain and Administer Their Customer Programs and (B) Honor Certain Prepetition Obligations Related Thereto and (II) Granting Related Relief

Upon the Debtors' motion (the "Motion")¹ for entry of a final order (this "Final Order"): (a) authorizing, but not directing, the Debtors to (i) maintain and administer their Customer Programs and (ii) honor certain prepetition obligations related thereto; and (b) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11* of the United States District Court for the District of New Jersey, entered July 23, 1984, and amended on June 6, 2025 (Bumb, C.J.); and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having found that it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"), if any; and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing, if any, establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, **IT IS HEREBY ORDERED THAT:**

1. The Motion is **GRANTED** on a final basis as set forth herein.

¹ Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion.

(Page | 4)

Debtors: EDDIE BAUER LLC, *et al.*

Case No. 26-11422 (SLM)

Caption of Order: Final Order (I) Authorizing the Debtors to (A) Maintain and Administer Their Customer Programs and (B) Honor Certain Prepetition Obligations Related Thereto and (II) and Granting Related Relief

2. Any objections to the entry of this Final Order, to the extent not withdrawn or settled, are overruled.

3. The Debtors are authorized, but not directed, on a final basis, to: (a) continue to administer the Customer Programs (including, but not limited to, those described in the Motion) currently in effect; (b) honor any undisputed obligations related to the Customer Programs, whether incurred prepetition or postpetition as they come due, in each case in the ordinary course of business; and (c) modify, replace, supplement, or terminate any Customer Program in the ordinary course of business; *provided* that the relief granted in this Final Order shall be subject to, and governed by, the relief granted in and any orders entered in connection with, the Store Closing Motion.

4. Any amounts contemplated to be paid, and actually paid, by this Final Order, shall be subject to, and paid in accordance with, the *Interim Order (I) Authorizing Postpetition Use of Cash Collateral, (II) Granting Adequate Protection to the Secured Parties, (III) Modifying the Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* (the “Interim Cash Collateral Order”), *Final Order (I) Authorizing Postpetition Use of Cash Collateral, (II) Granting Adequate Protection to the Secured Parties, (III) Modifying the Automatic Stay, and (IV) Granting Related Relief* (the “Final Cash Collateral Order,” and together with the Interim Cash Collateral Order, the “Cash Collateral Order”), and Approved Budget (as defined in the Cash Collateral Order).

5. Notwithstanding anything to the contrary herein, nothing contained in the Motion or any actions taken pursuant to this Final Order granting the relief requested by the Motion is

(Page | 5)

Debtors: EDDIE BAUER LLC, *et al.*

Case No. 26-11422 (SLM)

Caption of Order: Final Order (I) Authorizing the Debtors to (A) Maintain and Administer Their Customer Programs and (B) Honor Certain Prepetition Obligations Related Thereto and (II) and Granting Related Relief

intended as or should be construed or deemed to be: (a) an implication or admission as to the amount of, basis for, priority of, or validity of any particular claim against a Debtor entity under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' rights to dispute any claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication or admission that any particular claim is of a type specified or defined in the Motion or any order granting the relief requested by the Motion or a finding that any particular claim is an administrative expense claim or other priority claim; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code or otherwise affecting the Debtors' rights under section 365 of the Bankruptcy Code; (f) an admission by the Debtors as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; (g) a waiver or limitation of the Debtors' rights under the Bankruptcy Code or any other applicable law; or (h) a waiver of the obligation of any party in interest to file a proof of claim. Nothing contained in this Final Order shall be deemed to increase, reclassify, elevate to an administrative expense status, or otherwise affect any claim on account of such claim not being paid.

6. The Debtors are authorized, but not directed, to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored as a consequence of these chapter 11 cases with respect to prepetition amounts owed in connection with the relief granted herein.

7. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized

(Page | 6)

Debtors: EDDIE BAUER LLC, *et al.*

Case No. 26-11422 (SLM)

Caption of Order: Final Order (I) Authorizing the Debtors to (A) Maintain and Administer Their Customer Programs and (B) Honor Certain Prepetition Obligations Related Thereto and (II) and Granting Related Relief

to receive, process, honor, and pay all such checks and electronic payment requests when presented for payment, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Final Order.

8. Nothing in this Final Order directs the Debtors to accelerate any payments not otherwise due.

9. The contents of the Motion satisfy the requirements of Bankruptcy Rule 6003(a).

10. Notwithstanding Bankruptcy Rule 6004(h), to the extent applicable, the terms and conditions of this Final Order are immediately effective and enforceable upon its entry.

11. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Final Order in accordance with the Motion.

12. This Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Final Order.

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