

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF EDDIE BAUER LLC, EDDIE BAUER GIFT
CARD SERVICES LLC, SPARC EB HOLDINGS LLC, 13051269 CANADA
INC. AND EDDIE BAUER OF CANADA CORPORATION

APPLICATION OF EDDIE BAUER LLC UNDER SECTION 46 OF THE
COMPANIES CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36,
AMENDED

APPLICANT

**MOTION RECORD OF THE APPLICANT
(Plan Confirmation and Recognition of Other Orders, returnable April 30, 2026)
VOLUME IV OF IV**

April 24, 2026

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Lawyers for the Applicant

TO: **SERVICE LIST**

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

IN THE MATTER OF THE *COMPANIES' CREDITORS
ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF EDDIE BAUER LLC, EDDIE BAUER GIFT CARD
SERVICES LLC, SPARC EB HOLDINGS LLC, 13051269 CANADA INC., AND
EDDIE BAUER OF CANADA CORPORATION

APPLICATION OF EDDIE BAUER LLC UNDER SECTION 46 OF THE
COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS
AMENDED

SERVICE LIST

(as of April 21, 2026)

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<p>ONTREA INC., MARKET MALL LEASEHOLDS INC., CF/REALTY HOLDINGS INC AND VIKING RIDEAU CORPORATION c/o The Cadillac Fairview Corporation Limited Fifth Floor, 20 Queen Street West Toronto, ON M5H 3R4</p> <p>Attention: Executive Vice-President, National Property Operations; and Shopping Centre Manager</p> <p>Email: paige.oneill@cadillacfairview.com; salesshopsdonmills@cadillacfairview.com</p> <p><i>Landlords for Polo Park Shopping Centre, Chinook Centre, Champlain Place, Don Mills, Lime Ridge, Market Mall and Rideau Centre</i></p>	<p>TORYS LLP 79 Wellington St. W., 11th Floor Box 270, TD South Tower Toronto, ON M5K 1N2</p> <p>David Bish Tel: 416.865.7353 Email: dbish@torys.com</p> <p><i>Counsel to The Cadillac Fairview Corporation Limited</i></p>
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ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
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AND IN THE MATTER OF EDDIE BAUER LLC, EDDIE BAUER GIFT
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AMENDED

APPLICANT

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TAB 2

This is Exhibit "Z" referred to in the Affidavit of George Pantelis sworn by George Pantelis of the City of Nashville, in the State of Tennessee, before me at the City of Toronto, in the Province of Ontario, on April 24, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

MARLEIGH ERYN DICK

LSO# 79390S



Order Filed on March 27, 2026
by Clerk,
U.S. Bankruptcy Court
District of New Jersey

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

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

**KIRKLAND & ELLIS LLP
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*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)

(Jointly Administered)

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’ 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.

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Debtors: EDDIE BAUER LLC, *et al.*
Case No. 26-11422 (SLM)
Caption of Order: Order (I) Authorizing and Establishing Procedures for the Compromise and Settlement of De Minimis Claims, (II) Approving the Form and Manner of the Notice of Settlement, and (III) Granting Related Relief

**ORDER (I) AUTHORIZING AND ESTABLISHING
PROCEDURES FOR THE COMPROMISE AND SETTLEMENT OF
DE MINIMIS CLAIMS, (II) APPROVING THE FORM AND MANNER
OF THE NOTICE OF SETTLEMENT, AND (III) GRANTING RELATED RELIEF**

The relief set forth on the following pages, numbered three (3) through thirteen (13), is

ORDERED.

DATED: March 27, 2026



Honorable Stacey L. Meisel
United States Bankruptcy Judge

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Debtors: EDDIE BAUER LLC, *et al.*
Case No. 26-11422 (SLM)
Caption of Order: Order (I) Authorizing and Establishing Procedures for the Compromise and Settlement of De Minimis Claims, (II) Approving the Form and Manner of the Notice of Settlement, and (III) Granting Related Relief

Upon the Debtors' motion (the "Motion") for entry of an order (this "Order"), (a) authorizing and approving the Settlement Procedures to allow the Debtors to compromise and settle the De Minimis Claims; (b) approving the proposed form and manner of the Settlement Notice, substantially in the form attached hereto as Exhibit 1; 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 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** as set forth herein.

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Debtors: EDDIE BAUER LLC, *et al.*
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2. Any objections to the entry of this Order, to the extent not withdrawn or settled, are overruled.

3. The Debtors are hereby authorized to enter into settlements for De Minimis Claims pursuant to the following Settlement Procedures:

- a. No Settlement will be effective unless it is executed by an authorized representative of the Debtors.
- b. A full release of the Debtors, the Settling Party, and any applicable third parties may be included in the Settlement.
- c. No Settlement will be agreed to unless it is reasonable in the judgment of the Debtors upon consideration of all relevant factors, including: (i) the reasonableness of the Settlement as a whole; (ii) the probability of success if the De Minimis Claim(s) were to be further litigated, mediated, or otherwise pursued or defended through other means; (iii) the complexity, expense, and likely duration of any litigation, mediation, or dispute resolution process; (iv) the likelihood of collecting any judgment if the Debtors proceeded with either litigation or arbitration; (v) the fairness of the Settlement regarding the Debtors' estates, creditors, and other parties in interest; and (vi) other factors the Debtors may, in the exercise of their business judgment, deem relevant in assessing the utility of the proposed Settlement.
- d. Any Settlement where the proposed Settlement Amount is less than or equal to \$250,000 for the settlement of one or multiple De Minimis Claim(s) in the aggregate, the Debtors, in the reasonable exercise of their business judgment, may enter into, execute, and consummate a written agreement of such Settlement on any reasonable terms that will be binding on the Debtors, their estates, and the Settling Party without notice by the Debtors to any third party or further action by this Court.
- e. With respect to any Settlement where the proposed Settlement Amount is greater than \$250,000 but less than or equal to \$1 million (i) for the settlement of a De Minimis Claim or (ii) in satisfaction of multiple related De Minimis Claims in the aggregate, the Debtors, in the reasonable exercise of their business judgment, may enter into, execute, and consummate a written agreement of such Settlement on any reasonable terms that will be

Debtors: EDDIE BAUER LLC, *et al.*
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binding on the Debtors, their estates, and the Settling Party without further action by this Court; *provided* that:

- i. Before entering into, executing, or consummating a written agreement of such Settlement, the Debtors shall give at least seven (7) calendar days' advance written notice (email being sufficient), on a confidential, and to the extent applicable, professionals' eyes only basis, to: (a) the U.S. Trustee, 1085 Raymond Boulevard, Suite 2100, Newark, New Jersey 07102, Attn.: Fran Steele (fran.b.steele@usdoj.gov) and David Gerardi (david.gerardi@usdoj.gov); (b) Pachulski Stang Ziehl & Jones LLP, proposed counsel to the Official Committee of Unsecured Creditors, 1700 Broadway, 36th Floor, New York, New York, 10019 Attn.: Robert Feinstein (rfeinstein@pszjlaw.com), Brad Sandler (bsandler@pszjlaw.com), and Shirley Cho (scho@pszjlaw.com), (c) Otterbourg P.C., counsel to the Prepetition ABL Administrative Agent, 230 Park Avenue, New York, New York 10169, Attn.: David Morse (dmorse@otterbourg.com); (d) Ropes & Gray LLP, counsel to the Prepetition Term Loan Agent, 1211 Avenue of the Americas, New York, New York 10036-8704, Attn.: Max Silverstein (max.silverstein@ropesgray.com); (e) Choate, Hall & Stewart LLP, counsel to the Prepetition Subordinated Loan Agent, Two International Place, Boston, Massachusetts 02110, Attn.: Mark D. Silva (msilva@choate.com) and Michael E. Comerford (mcomerford@choate.com); (f) any party to the Settlement; and (g) those parties requesting notice pursuant to Bankruptcy Rule 2002 (each, a "Notice Party," and, collectively, the "Notice Parties").
- ii. Such notice will be in substantially the form of the settlement notice attached hereto as **Exhibit 1** (the "Settlement Notice") and will specify (a) the identity of the other party or parties to the Settlement, (b) a summary of the dispute with such other party, (c) the material terms of the Settlement, including, without limitation, the Settlement Amount, and (d) an explanation of why the Settlement of such De Minimis Claim is favorable to the Debtors, their estates, and their creditors.
- iii. The Notice Parties shall have until 5:00 p.m., prevailing Eastern Time, on the date that is seven (7) calendar days after service of the written notice (the "Objection Deadline") to object to the Settlement by filing and serving such objection on (a) the Debtors, Eddie

Debtors: EDDIE BAUER LLC, *et al.*
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Bauer LLC, c/o Stretto, Inc. 410 Exchange, Suite 100, Irvine, CA 92602; (b) co-counsel to the Debtors, (i) Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn.: Matthew C. Fagen, P.C. (matthew.fagen@kirkland.com), Oliver Paré (oliver.pare@kirkland.com), and Nathan Felton (nathan.felton@kirkland.com), and (ii) Cole Schotz P.C., Court Plaza North, 25 Main Street, Hackensack, New Jersey 07601, Attn.: Michael D. Sirota, Esq. (msirota@coleschotz.com), Warren A. Usatine, Esq. (wusatine@coleschotz.com) and Felice R. Yudkin, Esq. (fyudkin@coleschotz.com); and (c) the other Notice Parties.

- iv. The Notice Parties may request additional time or additional information to evaluate the proposed Settlement in writing (email being sufficient) by no later than the Objection Deadline and serve such request on counsel to the Debtors. If a Notice Party provides a written request to counsel for the Debtors for additional information or additional time to evaluate the proposed Settlement, then the Objection Deadline with respect to such Notice Party shall be (a) in the case of a request for additional time, five (5) days after the initial Objection Deadline, or (b) in the case of a request for additional information, three (3) days after receipt by the Notice Party of the additional information requested. Each Notice Party may make only one request for additional time and one request for additional information per Settlement Notice, unless otherwise agreed to by the Debtors in their sole discretion.
- v. If no objection from any Notice Party is filed with the Court and served by the Objection Deadline, the Debtors may, in their sole discretion, enter into, execute, and consummate a written agreement of settlement that will be binding on the Debtors, their estates, and the Settling Party without notice to any third party or further action by the Court.
- vi. If any Notice Party properly and timely objects to any Settlement by the Objection Deadline, and the Debtors, in their sole discretion, still desire to enter into the proposed Settlement with the Settling Party, the execution of the Settlement shall not proceed except upon (a) resolution of the objection by the parties in question or (b) further order of the Court after notice and a hearing.
- vii. Should a hearing on a proposed Settlement be required pursuant to the Settlement Procedures, the Debtors are authorized to schedule

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their request to approve the Settlement for hearing at the next scheduled omnibus hearing following the Objection Deadline, or any subsequent hearing, without filing a separate motion or other pleading.

- viii. All time periods set forth in the Settlement Procedures shall be calculated in accordance with Bankruptcy Rule 9006.
- f. With respect to any and all De Minimis Claims asserted by the Debtors or in satisfaction of multiple De Minimis Claims in the aggregate brought by the Debtors against a non-Debtor third party that is not an affiliate or an insider (each as defined in section 101 of the Bankruptcy Code) of the Debtors, including any applicable counterclaims and crossclaims, the Debtors, in the reasonable exercise of their business judgment, may enter into, execute, and consummate a written agreement settling such De Minimis Claims on any reasonable terms that will be binding on the Debtors, their estates, and the Settling Party without further action by this Court; *provided that*:
- i. Before entering into, executing, or consummating a written agreement of such Settlement, the Debtors shall give at least seven (7) calendar days' advance written notice (email being sufficient) to the Notice Parties on a confidential, and to the extent applicable, professionals' eyes-only basis.
- ii. Such notice will be in substantially the form of the Settlement Notice and will specify (a) the identity of the other party to the Settlement, (b) a summary of the dispute with such other party, (c) the material terms of the Settlement, including, without limitation, the Settlement Amount, and (d) an explanation of why the Settlement of such De Minimis Claim is favorable to the Debtors, their estates, and their creditors.
- iii. The Notice Parties shall have until the Objection Deadline to object to the Settlement by filing and serving such objection on (a) the Debtors, Eddie Bauer LLC, c/o Stretto, Inc. 410 Exchange, Suite 100, Irvine, CA 92602; (b) co-counsel to the Debtors, (i) Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn.: Matthew C. Fagen, P.C. (matthew.fagen@kirkland.com), Oliver Paré (oliver.pare@kirkland.com), and Nathan Felton (nathan.felton@kirkland.com), and (ii) Cole Schotz P.C., Court Plaza North, 25 Main Street, Hackensack, New Jersey 07601, Attn.: Michael D. Sirota, Esq. (msirota@coleschotz.com), Warren

Debtors: EDDIE BAUER LLC, *et al.*
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A. Usatine, Esq. (wusatine@coleschotz.com) and Felice R. Yudkin, Esq. (fyudkin@coleschotz.com); and (c) the other Notice Parties.

- iv. If no written objection from any Notice Party is properly served by the Objection Deadline, the Debtors may, in their discretion, enter into, execute, and consummate a written agreement of settlement that will be binding on the Debtors, their estates, and the Settling Parties without notice to any third party or further action by this Court.
- v. If any of the Notice Parties properly and timely object to any Settlement by the Objection Deadline, and the Debtors, in their sole discretion, still desire to enter into the proposed Settlement with the Settling Party, the execution of the Settlement shall not proceed except upon (i) resolution of the objection by the parties in question or (ii) further order of the Court after notice and a hearing.
- vi. Should a hearing on a proposed Settlement be required pursuant to the Settlement Procedures, the Debtors are authorized to schedule their request to approve the Settlement for hearing at the next scheduled omnibus hearing following the Objection Deadline, or any subsequent hearing, without filing a separate motion or other pleading.
- vii. All time periods set forth in the Notice Procedures shall be calculated in accordance with Bankruptcy Rule 9006.
- g. Within fifteen (15) days after the end of each calendar month beginning with the month in which this Order is entered, the Debtors will provide to the Notice Parties a report of all Settlements that the Debtors entered into during the previous month pursuant to the Settlement Procedures. Such reports will set forth the name of the parties with whom the Debtors have settled a De Minimis Claim, the asserted claim amount (if applicable), the types of De Minimis Claims asserted by each settling party, and the terms and amounts for which such De Minimis Claims were settled.
- h. Any Settlement that is not authorized pursuant to the foregoing procedures, or pursuant to any other order of the Court, will be authorized only upon separate order of this Court upon a motion of the Debtors served upon the necessary parties in interest.

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4. Any Settlement that is not authorized pursuant to the foregoing procedures, or pursuant to any other order of the Court, will be authorized only upon separate order of this Court upon a motion of the Debtors served upon the necessary parties in interest. The proposed form and manner of the Settlement Notice, substantially in the form attached hereto as **Exhibit 1**, is approved.

5. Notwithstanding anything herein to the contrary, the Settlement Procedures shall not apply to (i) claims asserted against the Debtors by any insider or affiliate within the meaning of sections 101(31) and 101(2) of the Bankruptcy Code and (ii) claims asserted by the Debtors against any insider or affiliate within the meaning of sections 101(31) and 101(2) of the Bankruptcy Code, respectively.

6. Any amounts contemplated to be paid, and actually paid, pursuant to this 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”), the *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 the Approved Budget (as defined in the Cash Collateral Order).

7. Notwithstanding anything herein to the contrary, to the extent a proposed Settlement provides for the assumption or rejection of any executory contracts or unexpired leases,

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such assumption and rejection shall be effected in accordance with the Assumption Procedures or the Rejection Procedures set forth in the order entered by the Court in respect of the *Debtors' Motion for Entry of an Order (I) Authorizing and Approving Procedures to Reject or Assume Executory Contracts and Unexpired Leases and (II) Granting Related Relief* [Docket No. 86], as applicable.

8. Pursuant to Bankruptcy Rule 9006, cause exists to shorten the applicable notice period in Bankruptcy Rule 2002(a)(3) with respect to each Settlement.

9. Upon the expiration of the applicable Notice Period without an objection or upon resolution of any filed objection after the applicable Notice Period, each Settlement that complies with the Settlement Procedures shall be deemed (i) fair and reasonable, and (ii) to have satisfied the standards under Bankruptcy Code sections 105 and 363 and Bankruptcy Rule 9019.

10. The Debtors are authorized to compromise and settle De Minimis Claims in accordance with the Settlement Procedures.

11. The Debtors are authorized to resolve all of the De Minimis Claims of a single party in a single settlement agreement.

12. Notwithstanding anything to the contrary in the Motion, this Order, the Settlement Procedures, or any notice pursuant thereto, the Settlement Procedures approved by this Order shall not apply to (a) worker's compensation claims; (b) claims where there is a judgment entered or settlement already agreed to and signed by all applicable parties; (c) direct action claims against any of the Debtors' insurers under applicable non-bankruptcy state law; or (d) any claims or actions

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relating to any claims between the Debtors' insurers, on the one hand, and the Debtors, on the other hand.

13. Nothing in this Order, the Settlement Procedures, or any notice pursuant thereto (a) amends, modifies or otherwise alters (i) the terms and conditions of any insurance policies issued to the Debtors and any related agreements (collectively, the "Insurance Policies"), including, but not limited to, any provisions (A) requiring certain notice to insurers regarding claims possibly covered under the Insurance Policies, (B) allowing an insurer to assume and/or control the defense or settlement of claims possibly covered under the Insurance Policies, (C) requiring the approval of any insurer prior to settlement of or payment on account of any claims possibly covered under the Insurance Policies, or (D) regarding payment of and liability for self-insured retentions or deductibles; or (ii) either the duty or right, if any, under the Insurance Policies or applicable non-bankruptcy law of insurers to (A) pay claims covered by the Insurance Policies and seek payment or reimbursement from the insured therefor pursuant to the terms of the Insurance Policies, or (B) reduce any payment from insurance proceeds by any amount received by a claimant on account of the same claim from another source including, but not limited to, the Debtors or the Debtors' estates; (b) creates or permits a direct right of action against any of the Debtors' insurers; (c) obligates an insurer to be bound by a settlement; or (d) requires an insurer to pay, in whole or in part, a settlement.

14. The Debtors shall provide written notice to Stretto, the Debtors' authorized claims and noticing agent, with respect to any proof of claim settled pursuant to these Settlement

Debtors: EDDIE BAUER LLC, *et al.*
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Procedures. If applicable, Stretto is authorized and directed to amend the claims register accordingly without further order of the Court.

15. Assuming no objection has been filed by the applicable Objection Deadline, immediately after the expiration of the Notice Period, the settlement agreement shall be deemed approved by a final order of this Court for all purposes, including for purposes of any appeal.

16. In the event there is an inconsistency between the Motion and this Order, this Order shall control.

17. This Court retains jurisdiction to hear and determine all matters arising from or related to the Motion, this Order, or any Settlement.

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

19. Notwithstanding Bankruptcy Rule 6004(h), to the extent applicable, this Order shall be effective and enforceable immediately upon entry hereof.

20. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion, and the requirements of the Bankruptcy Rules and the Bankruptcy Local Rules are satisfied by such notice.

21. The requirement set forth in Local Rule 9019-3 that a party seeking approval of a proposed compromise or settlement of a controversy, other than approval of an agreement under Bankruptcy Rule 4001(d), must file the local form “Notice of Proposed Compromise or Settlement of Controversy” is hereby deemed satisfied by the service of the Settlement Notice pursuant to the Settlement Procedures or otherwise waived.

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

Exhibit 1

Settlement Notice

KIRKLAND & ELLIS LLP
KIRKLAND & ELLIS INTERNATIONAL LLP
Joshua A. Sussberg, P.C. (admitted *pro hac vice*)
Matthew C. Fagen, P.C. (admitted *pro hac vice*)
Oliver Paré (admitted *pro hac vice*)
601 Lexington Avenue
New York, New York 10022
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Facsimile: (212) 446-4900
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oliver.pare@kirkland.com

COLE SCHOTZ P.C.
Michael D. Sirota, Esq.
Warren A. Usatine, Esq.
Felice R. Yudkin, Esq.
Court Plaza North, 25 Main Street
Hackensack, New Jersey 07601
Telephone: (201) 489-3000
msirota@coleschotz.com
wusatine@coleschotz.com
fyudkin@coleschotz.com

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

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

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

In re:

EDDIE BAUER LLC, *et al.*,

Debtors.¹

Chapter 11
Case No. 26-11422 (SLM)
(Jointly Administered)

NOTICE OF SETTLEMENT

PLEASE TAKE NOTICE that, on February 9, 2026, the above-captioned debtors and debtors in possession (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code, 11 U.S.C. §§ 101–1532.

PLEASE TAKE FURTHER NOTICE that, on [____], 2026, the United States Bankruptcy Court for the District of New Jersey (the “Court”) entered an *Order (I) Authorizing and Establishing Procedures for the Compromise and Settlement of De Minimis Claims, (II) Approving the Form and Manner of the Notice of Settlement, and (III) Granting Related Relief* [Docket No. [●]] (the “Settlement Procedures Order”),² pursuant to which the Court authorized the Debtors to settle certain prepetition or postpetition claims and causes of action brought by or

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’ 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 Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Settlement Procedures Order.

against the Debtors in a judicial, administrative, arbitral, or other action or proceeding (collectively, the “De Minimis Claims”).

PLEASE TAKE FURTHER NOTICE that the Debtors, in the reasonable exercise of their business judgment and in consideration of (i) the reasonableness of the settlement as a whole; (ii) the probability of success if the De Minimis Claim(s) were to be further litigated, mediated, or otherwise pursued or defended through other means; (iii) the complexity, expense, and likely duration of any litigation, mediation, or dispute resolution process; (iv) the likelihood of collecting any judgment if the Debtors proceeded with either litigation or arbitration; (v) the fairness of the settlement regarding the Debtors’ estates, creditors, and other parties in interest; and (vi) other factors the Debtors may, in the exercise of their business judgment, deem relevant in assessing the utility of a proposed settlement, have decided to enter into the settlement (the “Settlement”), the material terms of which are attached hereto as **Exhibit A**.

PLEASE TAKE FURTHER NOTICE that, pursuant to the Settlement Procedures Order, this notice of the Settlement (this “Notice”) is provided to you on a **confidential and, to the extent applicable, professionals’ eyes-only** basis.

PLEASE TAKE FURTHER NOTICE that you shall have until **5:00 p.m., prevailing Eastern Time, on the date that is seven (7) days after service of the written notice** (the “Objection Deadline”) to object to the Settlement by filing and serving such objection on (i) the Debtors, Eddie Bauer LLC, c/o Stretto, Inc. 410 Exchange, Suite 100, Irvine, CA 92602; (ii) co-counsel to the Debtors, (a) Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn.: Matthew C. Fagen, P.C. (matthew.fagen@kirkland.com), Oliver Paré (oliver.pare@kirkland.com), and Nathan Felton (nathan.felton@kirkland.com), and (b) Cole Schotz P.C., Court Plaza North, 25 Main Street, Hackensack, New Jersey 07601, Attn.: Michael D. Sirota, Esq. (msirota@coleschotz.com), Warren A. Usatine, Esq. (wusatine@coleschotz.com) and Felice R. Yudkin, Esq. (fyudkin@coleschotz.com); and (iii) the other Notice Parties.

PLEASE TAKE FURTHER NOTICE that, if no written objection from any Notice Party is properly served by the Objection Deadline, the Debtors may, in their discretion, enter into, execute, and consummate a written agreement of settlement that will be binding on the Debtors, their estates, and the Settling Parties **without notice to any third party, including you, or further action by this Court**.

PLEASE TAKE FURTHER NOTICE that, if you or any of the Notice Parties properly and timely object to the Settlement by the Objection Deadline, and the Debtors, in their sole discretion, still desire to enter into the proposed Settlement, the execution of the Settlement shall not proceed except upon (i) resolution of the objection or (ii) further order of the Court after notice and a hearing.

Exhibit A

Material Terms of the Settlement

De Minimis Settlement Notice	
Identity of the Settling Parties	
Summary of the Dispute	
Material Terms of the Settlement	
Explanation of Why the Settlement of Such De Minimis Claim is Favorable to the Debtors, Their Estates, and Their Creditors	

This is Exhibit "AA" referred to in the Affidavit of George Pantelis sworn by George Pantelis of the City of Nashville, in the State of Tennessee, before me at the City of Toronto, in the Province of Ontario, on April 24, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

MARLEIGH ERYN DICK

LSO# 79390S

KIRKLAND & ELLIS LLP
KIRKLAND & ELLIS INTERNATIONAL LLP
Joshua A. Sussberg, P.C. (admitted *pro hac vice*)
Matthew C. Fagen, P.C. (admitted *pro hac vice*)
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wusatine@coleschotz.com
fyudkin@coleschotz.com

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

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

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

In re:

EDDIE BAUER LLC, *et al.*,

Debtors.¹

Chapter 11
Case No. 26-11422 (SLM)
(Jointly Administered)

**NOTICE OF HEARING ON
DEBTORS’ MOTION FOR ENTRY OF
AN ORDER (I) AUTHORIZING AND ESTABLISHING
PROCEDURES FOR THE COMPROMISE AND SETTLEMENT
OF DE MINIMIS CLAIMS, (II) APPROVING THE FORM AND MANNER
OF THE NOTICE OF SETTLEMENT, AND (III) GRANTING RELATED RELIEF**

PLEASE TAKE NOTICE that, on **March 30, 2026, at 11:00 a.m., prevailing Eastern Time**, or as soon thereafter as counsel may be heard, the above-captioned debtors and debtors in possession (the “Debtors”), by and through their undersigned proposed counsel, shall move the *Debtors’ Motion for Entry of an Order (I) Authorizing and Establishing Procedures for*

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’ 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.

the Compromise and Settlement of De Minimis Claims, (II) Approving the Form and Manner of the Notice of Settlement, and (III) Granting Related Relief (the “Motion”) before the Honorable Stacey L. Meisel, United States Bankruptcy Judge, in Courtroom 3A of the United States Bankruptcy Court for the District of New Jersey (the “Bankruptcy Court”), 50 Walnut Street, Newark, NJ 07102, for entry of an order (the “Order”), substantially in the form submitted herewith, (a) authorizing and approving the Settlement Procedures (as defined in the Motion) to allow the Debtors to compromise and settle the De Minimis Claims (as defined in the Motion); (b) approving the proposed form and manner of the Settlement Notice, substantially in the form attached to Order as Exhibit 1; and (c) granting related relief.

PLEASE TAKE FURTHER NOTICE that, in support of the relief requested in the Motion, the Debtors shall rely on the accompanying Motion, which sets forth the relevant legal and factual bases upon which the relief requested should be granted. A proposed Order granting the relief requested in the Motion is also submitted herewith.

PLEASE TAKE FURTHER NOTICE that objections, if any, to the relief requested in the Motion shall: (i) be in writing; (ii) state with particularity the basis of the objection; and (iii) be filed with the Clerk of the Court electronically by attorneys who regularly practice before the Court in accordance with the *General Order Regarding Electronic Means for Filing, Signing, and Verification of Documents dated March 27, 2002* (the “General Order”), and the *Commentary Supplementing Administrative Procedures* dated as of March 2004 (the “Supplemental Commentary”) (the General Order, the Supplemental Commentary, and the User’s Manual for the Electronic Case Filing System can be found at www.njb.uscourts.gov, the official website for the Court) and, by all other parties-in-interest, on CD-ROM in Portable Document Format (PDF), and

shall be served in accordance with the General Order and the Supplemental Commentary so as to be received no later than seven (7) days before the hearing date set forth above.

PLEASE TAKE FURTHER NOTICE that copies of all documents filed in these chapter 11 cases may be obtained free of charge by visiting the website of Stretto, Inc. at <https://cases.stretto.com/EddieBauer>. You may also obtain copies of any pleadings by visiting the Court's website at <https://www.njb.uscourts.gov> in accordance with the procedures and fees set forth therein.

PLEASE TAKE FURTHER NOTICE that, unless responses are timely and properly filed and served, the Motion shall be decided on the papers in accordance with D.N.J. LBR 9013-3(d), and the relief requested may be granted without further notice or hearing.

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Dated: March 9, 2026

/s/ Michael D. Sirota

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the Debtors in Possession*

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

In re:

EDDIE BAUER LLC, *et al.*,

Debtors.¹

Chapter 11
Case No. 26-11422 (SLM)
(Jointly Administered)

**DEBTORS’ MOTION FOR ENTRY OF
AN ORDER (I) AUTHORIZING AND ESTABLISHING
PROCEDURES FOR THE COMPROMISE AND SETTLEMENT
OF DE MINIMIS CLAIMS, (II) APPROVING THE FORM AND MANNER
OF THE NOTICE OF SETTLEMENT, AND (III) GRANTING RELATED RELIEF**

TO THE HONORABLE STACEY L. MEISEL, UNITED STATES BANKRUPTCY
JUDGE FOR THE DISTRICT OF NEW JERSEY:

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’ 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.

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

Relief Requested

1. The Debtors seek entry of an order, substantially in the form attached hereto as **Exhibit A** (the “Order”): (a) authorizing and approving the procedures outlined below (the “Settlement Procedures”) to allow the Debtors to compromise and settle both prepetition and postpetition claims, cross-claims, litigation, and causes of action, including but not limited to, prepetition claims threatened or actions brought by various parties (each a “Claimant,” and collectively, the “Claimants”) against one or more of the Debtors or their estates, or brought by the Debtors or their estates against one or more Claimant(s), in judicial, administrative, or other actions or proceedings with a Settlement Amount (as defined below) less than or equal to \$1 million (collectively, the “De Minimis Claims,” and each settlement reached with respect thereto pursuant to the Settlement Procedures, a “Settlement”); (b) approving the proposed form and manner of notice that will be provided to affected creditors (the “Settlement Notice”), substantially in the form attached as Exhibit 1 to the Order and incorporated herein by reference; and (c) granting related relief.

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

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 First Day Motions* [Docket No. 35] (the “First Day Declaration”). Capitalized terms used but not otherwise defined in this Motion shall have the meanings ascribed to them in the First Day Declaration.

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 and 363 of title 11 of the United States Code (the “Bankruptcy Code”), rules 2002, 9006, and 9019 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and rule 9013-1 of the Local Bankruptcy Rules for the District of New Jersey (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. On February 10, 2026, the Court entered an order directing the procedural consolidation and joint administration of these chapter 11 cases pursuant to Bankruptcy Rule 1015(b) [Docket No. 56]. 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. On February 25, 2026, the United States Trustee for the District of New Jersey (the “U.S. Trustee”) appointed an official committee of unsecured creditors pursuant to section 1102 of the Bankruptcy Code [Docket No. 210] (the “Committee”).

De Minimis Claims and Settlement Procedures

6. Given the Debtors’ size, scope, and complexity, disputes inevitably arise between the Debtors and other parties concerning a variety of matters in the ordinary course of operating a business. These disputes include, but are not limited to, tort claims, property claims, landlord disputes, customer disputes, vendor disputes, employment-related disputes, disputes concerning leases, lease guarantees, and letters of credit, disputes arising under various state and federal statutes, and other routine litigation and pre-litigation matters, arbitration, and mediation initiated

by or against the Debtors. As a result, both the Debtors and numerous third parties hold, or may come to hold, various claims and causes of action against one another that they have asserted or may assert through actual or threatened litigation, administrative action, or arbitration in appropriate forums.

7. The Debtors routinely settle De Minimis Claims in the ordinary course of business. Before the commencement of these chapter 11 cases, the Debtors, from time to time with the assistance of outside counsel, investigated, evaluated, and attempted to resolve these disputes. Depending on the specific facts and circumstances of each dispute and the inherent risks involved in litigation, the Debtors sometimes determined, in a sound exercise of their business judgment, that it was more cost efficient to consensually resolve certain disputes than to engage in costly, time-consuming, and uncertain litigation over relatively small amounts (*i.e.*, the De Minimis Claims).

8. The Debtors seek authority, but not direction, pursuant to section 363(b) of the Bankruptcy Code and Bankruptcy Rule 9019, to implement the Settlement Procedures to compromise and settle De Minimis Claims during these chapter 11 cases. The Settlement Procedures will minimize expenses and maximize value for creditors of the Debtors' estates, serve the interests of judicial economy, and are in the best interests of all stakeholders. Requiring the Debtors to obtain Court approval prior to settling each De Minimis Claim would give rise to costs for preparing, filing, and serving separate motions for each proposed Settlement. In many cases, such costs may even exceed the value of the De Minimis Claim at issue. In addition, the Debtors would likely suffer delays inherent to filing individual settlement motions and, in some cases, may lose negotiating leverage in resolving claims as a result. Therefore, the Debtors seek to establish

the Settlement Procedures to allow them to enter into Settlements on a more cost-effective and expeditious basis.

9. The Debtors propose that the Settlement Procedures apply to De Minimis Claims by: (i) third parties that are not “insiders” or “affiliates” as defined in sections 101(31) and 101(2), respectively, of the Bankruptcy Code (each, a “Settling Party”) against the Debtors, or (ii) the Debtors against a Settling Party. For the purposes of determining the amount of a De Minimis Claim subject to the Settlement Procedures, the Debtors propose that the applicable settlement amount be the aggregate dollar amount payable or receivable by the Debtors (i) in cash or (ii) in cash-equivalent or non-cash consideration (as valued in the good faith judgment of the Debtors) that the Debtors and the Settling Party agree upon to resolve all claims asserted by a Settling Party against the Debtors or by the Debtors against a Settling Party (the “Settlement Amount”).³

10. The Debtors propose the following Settlement Procedures applicable to De Minimis Claims:

- a. No Settlement will be effective unless it is executed by an authorized representative of the Debtors.
- b. A full release of the Debtors, the Settling Party, and any applicable third parties may be included in the Settlement.
- c. No Settlement will be agreed to unless it is reasonable in the judgment of the Debtors upon consideration of all relevant factors, including: (i) the reasonableness of the Settlement as a whole; (ii) the probability of success if the De Minimis Claim(s) were to be further litigated, mediated, or otherwise pursued or defended through other means; (iii) the complexity, expense, and likely duration of any litigation, mediation, or dispute resolution process; (iv) the likelihood of collecting any judgment if the Debtors proceeded with either litigation or arbitration; (v) the fairness of the Settlement regarding the Debtors’ estates, creditors, and other parties in interest; and (vi) other factors the Debtors may, in the exercise of their

³ If the proposed settlement resolves less than all of the claims asserted by the Settling Party, then the Debtors shall give notice of such settlement pursuant to subclause (e) below, which notice shall specify the claim being resolved as well as any unresolved claims with the Settling Party. Any subsequent settlements of claims with the Settling Party shall be aggregated with any previous settlements for purposes of calculating the Settlement Amount.

business judgment, deem relevant in assessing the utility of the proposed Settlement.

- d. Any Settlement where the proposed Settlement Amount is less than or equal to \$250,000 for the settlement of one or multiple De Minimis Claim(s) in the aggregate, the Debtors, in the reasonable exercise of their business judgment, may enter into, execute, and consummate a written agreement of such Settlement on any reasonable terms that will be binding on the Debtors, their estates, and the Settling Party without notice by the Debtors to any third party or further action by this Court.
- e. With respect to any Settlement where the proposed Settlement Amount is greater than \$250,000 but less than or equal to \$1 million (i) for the settlement of a De Minimis Claim or (ii) in satisfaction of multiple related De Minimis Claims in the aggregate, the Debtors, in the reasonable exercise of their business judgment, may enter into, execute, and consummate a written agreement of such Settlement on any reasonable terms that will be binding on the Debtors, their estates, and the Settling Party without further action by this Court; *provided* that:
 - i. Before entering into, executing, or consummating a written agreement of such Settlement, the Debtors shall give at least seven (7) calendar days' advance written notice (email being sufficient), on a confidential, and to the extent applicable, professionals' eyes only basis, to: (a) the U.S. Trustee, 1085 Raymond Boulevard, Suite 2100, Newark, New Jersey 07102, Attn.: Fran Steele (fran.b.steele@usdoj.gov) and David Gerardi (david.gerardi@usdoj.gov); (b) Pachulski Stang Ziehl & Jones LLP, proposed counsel to the Official Committee of Unsecured Creditors, 1700 Broadway, 36th Floor, New York, New York, 10019 Attn.: Robert Feinstein (rfeinstein@pszjlaw.com), Brad Sandler (bsandler@pszjlaw.com), and Shirley Cho (scho@pszjlaw.com), (c) Otterbourg P.C., counsel to the Prepetition ABL Administrative Agent, 230 Park Avenue, New York, New York 10169, Attn.: David Morse (dmorse@otterbourg.com); (d) Ropes & Gray LLP, counsel to the Prepetition Term Loan Agent, 1211 Avenue of the Americas, New York, New York 10036-8704, Attn.: Max Silverstein (max.silverstein@ropesgray.com); (e) Choate, Hall & Stewart LLP, counsel to the Prepetition Subordinated Loan Agent, Two International Place, Boston, Massachusetts 02110, Attn.: Mark D. Silva (msilva@choate.com) and Michael E. Comerford (mcomerford@choate.com); (f) any party to the Settlement; and (g) those parties requesting notice pursuant to Bankruptcy Rule 2002 (each, a "Notice Party," and collectively, the "Notice Parties").

- ii. Such notice will be in substantially the form of the settlement notice attached as Exhibit 1 to Exhibit A attached hereto (the “Settlement Notice”) and will specify (a) the identity of the other party or parties to the Settlement, (b) a summary of the dispute with such other party, (c) the material terms of the Settlement, including, without limitation, the Settlement Amount, and (d) an explanation of why the Settlement of such De Minimis Claim is favorable to the Debtors, their estates, and their creditors.
- iii. The Notice Parties shall have until 5:00 p.m., prevailing Eastern Time, on the date that is seven (7) calendar days after service of the written notice (the “Objection Deadline”) to object to the Settlement by filing and serving such objection on (a) the Debtors, Eddie Bauer LLC, c/o Stretto, Inc. 410 Exchange, Suite 100, Irvine, CA 92602; (b) proposed co-counsel to the Debtors, (i) Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn.: Matthew C. Fagen, P.C. (matthew.fagen@kirkland.com), Oliver Paré (oliver.pare@kirkland.com), and Nathan Felton (nathan.felton@kirkland.com), and (ii) Cole Schotz P.C., Court Plaza North, 25 Main Street, Hackensack, New Jersey 07601, Attn.: Michael D. Sirota, Esq. (msirota@coleschotz.com), Warren A. Usatine, Esq. (wusatine@coleschotz.com) and Felice R. Yudkin, Esq. (fyudkin@coleschotz.com); and (c) the other Notice Parties.
- iv. The Notice Parties may request additional time or additional information to evaluate the proposed Settlement in writing (email being sufficient) by no later than the Objection Deadline and serve such request on counsel to the Debtors. If a Notice Party provides a written request to counsel for the Debtors for additional information or additional time to evaluate the proposed Settlement, then the Objection Deadline with respect to such Notice Party shall be (a) in the case of a request for additional time, five (5) days after the initial Objection Deadline, or (b) in the case of a request for additional information, three (3) days after receipt by the Notice Party of the additional information requested. Each Notice Party may make only one request for additional time and one request for additional information per Settlement Notice, unless otherwise agreed to by the Debtors in their sole discretion.
- v. If no objection from any Notice Party is filed with the Court and served by the Objection Deadline, the Debtors may, in their sole discretion, enter into, execute, and consummate a written agreement of settlement that will be binding on the Debtors, their estates, and the Settling Party without notice to any third party or further action by the Court.

- vi. If any Notice Party properly and timely objects to any Settlement by the Objection Deadline, and the Debtors, in their sole discretion, still desire to enter into the proposed Settlement with the Settling Party, the execution of the Settlement shall not proceed except upon (a) resolution of the objection by the parties in question or (b) further order of the Court after notice and a hearing.
 - vii. Should a hearing on a proposed Settlement be required pursuant to the Settlement Procedures, the Debtors are authorized to schedule their request to approve the Settlement for hearing at the next scheduled omnibus hearing following the Objection Deadline, or any subsequent hearing, without filing a separate motion or other pleading.
 - viii. All time periods set forth in the Settlement Procedures shall be calculated in accordance with Bankruptcy Rule 9006.
- f. With respect to any and all De Minimis Claims asserted by the Debtors or in satisfaction of multiple De Minimis Claims in the aggregate brought by the Debtors against a non-Debtor third party that is not an affiliate or an insider (each as defined in section 101 of the Bankruptcy Code) of the Debtors, including any applicable counterclaims and crossclaims, the Debtors, in the reasonable exercise of their business judgment, may enter into, execute, and consummate a written agreement settling such De Minimis Claims on any reasonable terms that will be binding on the Debtors, their estates, and the Settling Party without further action by this Court; *provided that*:
- i. Before entering into, executing, or consummating a written agreement of such Settlement, the Debtors shall give at least seven (7) calendar days' advance written notice (email being sufficient) to the Notice Parties on a confidential, and to the extent applicable, professionals' eyes only basis.
 - ii. Such notice will be in substantially the form of the Settlement Notice and will specify (a) the identity of the other party to the Settlement, (b) a summary of the dispute with such other party, (c) the material terms of the Settlement, including, without limitation, the Settlement Amount, and (d) an explanation of why the Settlement of such De Minimis Claim is favorable to the Debtors, their estates, and their creditors.
 - iii. The Notice Parties shall have until the Objection Deadline to object to the Settlement by filing and serving such objection on (a) the Debtors, Eddie Bauer LLC, c/o Stretto, Inc. 410 Exchange, Suite 100, Irvine, CA 92602; (b) proposed co-counsel to the Debtors, (i) Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New

York 10022, Attn.: Matthew C. Fagen, P.C. (matthew.fagen@kirkland.com), Oliver Paré (oliver.pare@kirkland.com), and Nathan Felton (nathan.felton@kirkland.com), and (ii) Cole Schotz P.C., Court Plaza North, 25 Main Street, Hackensack, New Jersey 07601, Attn.: Michael D. Sirota, Esq. (msirota@coleschotz.com), Warren A. Usatine, Esq. (wusatine@coleschotz.com) and Felice R. Yudkin, Esq. (fyudkin@coleschotz.com); and (c) the other Notice Parties.

- iv. If no written objection from any Notice Party is properly served by the Objection Deadline, the Debtors may, in their discretion, enter into, execute, and consummate a written agreement of settlement that will be binding on the Debtors, their estates, and the Settling Parties without notice to any third party or further action by this Court.
- v. If any of the Notice Parties properly and timely object to any Settlement by the Objection Deadline, and the Debtors, in their sole discretion, still desire to enter into the proposed Settlement with the Settling Party, the execution of the Settlement shall not proceed except upon (i) resolution of the objection by the parties in question or (ii) further order of the Court after notice and a hearing.
- vi. Should a hearing on a proposed Settlement be required pursuant to the Settlement Procedures, the Debtors are authorized to schedule their request to approve the Settlement for hearing at the next scheduled omnibus hearing following the Objection Deadline, or any subsequent hearing, without filing a separate motion or other pleading.
- vii. All time periods set forth in the Notice Procedures shall be calculated in accordance with Bankruptcy Rule 9006.
- g. Within fifteen (15) days after the end of each calendar month beginning with the month in which the Order is entered, the Debtors will provide to the Notice Parties a report of all Settlements that the Debtors entered into during the previous month pursuant to the Settlement Procedures. Such reports will set forth the name of the parties with whom the Debtors have settled a De Minimis Claim, the asserted claim amount (if applicable), the types of De Minimis Claims asserted by each settling party, and the terms and amounts for which such De Minimis Claims were settled.
- h. Any Settlement that is not authorized pursuant to the foregoing procedures, or pursuant to any other order of the Court, will be authorized only upon separate order of the Court upon a motion of the Debtors served upon the necessary parties in interest.

11. To the extent that the Debtors are authorized to fix the allowed amount and priority of a claim without further order of this Court, the allowed amount and priority of such filed claim and the Debtor against which such filed claim is allowed shall be as set forth in the applicable agreement between the Debtor and the Settling Party, and such agreement shall be fully binding upon the applicable Debtor's estate and the Settling Party.

12. Additionally, the Debtors will provide written notice to Stretto, Inc. ("Stretto"), the Debtors' authorized claims and noticing agent, with respect to any proofs of claim filed in these chapter 11 cases that are settled pursuant to these Settlement Procedures. If applicable, Stretto will be authorized and directed to amend the claims register to reflect the applicable Settlement without further order of the Court.

13. The Settlement Procedures are designed to afford parties reasonable time to review a Settlement. Under the Local Rules, an adverse party would typically have seven (7) calendar days to object to a proposed consent order. *See* D.N.J. LBR 9019-4. But under the Settlement Procedures, such parties in interest will have up to twelve (12) days to review a Settlement (if such party makes a request for an additional five (5) calendar days).

14. The Settlement Procedures provide the Debtors and their estates a significant cost savings benefit by obviating the need to file a separate motion to approve each Settlement with service on all creditors. Likewise, as set forth in greater detail below, excepting relatively low-cost Settlements from notice requirements ensures that the Debtors will be able to reach the greatest number of low-cost Settlements—which have a comparatively minor impact on the Debtors' bankruptcy estates—in an expeditious and cost-effective manner.

Basis for Relief

15. Compromises and settlements are “a normal part of the process of reorganization.” *Protective Comm. for Indep. Stockholders of TMT Trailer Ferry, Inc. v. Anderson*, 390 U.S. 414, 424 (1968). Courts recognize that, particularly in the bankruptcy context, settlements “are favored in bankruptcy proceedings because they ‘minimize litigation and expedite the administration of the bankruptcy estate.’” *In re Petersburg Regency LLC*, 540 B.R. 508, 535 (Bankr. D.N.J. 2015) (citing *Myers v. Martin (In re Martin)*, 91 F.3d 389, 393 (3d Cir. 1996)). Settlements generally are approved pursuant to Bankruptcy Rule 9019 and sections 105 and 363 of the Bankruptcy Code.

16. Bankruptcy Rule 9019(a) provides this Court with the power to approve compromises and settlements. Fed. R. Bankr. P. 9019(a). To approve a settlement under Bankruptcy Rule 9019, the court “need only canvas the issues to determine whether the settlement falls above the ‘lowest point in the range of reasonableness.’” *In re Immune Pharmaceuticals Inc.*, 635 B.R. 118, 122 (Bankr. D.N.J. 2021) (citing *In re ID Liquidation One, LLC*, 555 F. App’x 202, 207 (3d Cir. 2014)); *see also In re Nutraquest, Inc.*, 434 F.3d 639, 645 (3d Cir. 2006). In determining whether to approve a settlement as fair and equitable under Bankruptcy Rule 9019(a), courts in the Third Circuit consider the following factors: “(1) the probability of success in litigation; (2) the likely difficulties in collection; (3) the complexity of the litigation involved, and the expense, inconvenience and delay necessarily attending it; and (4) the paramount interest of the creditors.” *Nutraquest*, 434 F.3d at 644 (quoting *Martin*, 91 F.3d at 393); *see also In re ICL Holding Co.*, 802 F.3d 547, 551–52 (3d Cir. 2015) (same); *In re Energy Future Holdings Corp.*, 648 Fed. Appx. 277, 281 (3d Cir. 2016) (same); *In re Summit Metals, Inc.*, 477 Fed. Appx. 18, 20 (3d Cir. 2012) (same).

17. Courts defer to the debtor’s business judgment to enter into a settlement “so long as there is a legitimate business justification.” *Immune Pharmaceuticals*, 635 B.R. at 122; *see* 11 U.S.C. § 363(c)(1) (authorizing a debtor in possession to “use property of the estate in the ordinary course of business without notice or a hearing”); *In re Sabine Oil & Gas Corp.*, 555 B.R. 180, 258 (Bankr. S.D.N.Y. 2016) (“Although in considering approval of a settlement of claims a court may not substitute the debtor’s judgment for its own and instead must undertake an independent, reasoned analysis of the claims at issue, in making its determination, the court may nonetheless take into account the debtor’s business judgment in recommending a settlement.” (internal citations omitted)). “Where the debtor articulates a reasonable basis for its business decisions (as distinct from a decision made arbitrarily or capriciously), courts will generally not entertain objections to the debtor’s conduct.” *In re Johns-Manville Corp.*, 60 B.R. 612, 616 (Bankr. S.D.N.Y. 1986); *see also In re Tower Air, Inc.*, 416 F.3d 229, 238 (3d Cir. 2005) (“Overcoming the presumptions of the business judgment rule on the merits is a near-Herculean task.”). Indeed, when applying the “business judgment” standard, courts show great deference to a debtor’s business decisions. *See Granada Invs., Inc. v. DWG Corp.*, 823 F. Supp. 448, 454 (N.D. Ohio 1993) (observing that “courts employ the business judgment rule because in order for a corporation to be managed properly and efficiently, latitude must be given in the handling of corporate affairs”).

18. Moreover, the Court does not need to require that the Debtors seek Court approval of all settlements. Rather, pursuant to Bankruptcy Rule 9019(b), this Court is empowered to approve settlement procedures for entire classes of controversies by a debtor without requiring separate notice and hearing with respect to each individual controversy. *See* Fed. R. Bankr. P. 9019(b). The rule merely requires that the proposed procedures be reasonable. *See In re NJ*

Affordable Homes Corp., Case No. 05-60442 (DHS), 2007 WL 3166950, at *13 (Bankr. D.N.J. Oct. 22, 2007); *In re Check Reporting Service, Inc.*, 137 B.R. 653, 658 (Bankr. W.D. Mich. 1992). Finally, section 105 of the Bankruptcy Code incorporates this Court’s equitable powers and provides that this Court “may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of [the Bankruptcy Code].” 11 U.S.C. § 105(a).

19. The Settlement Procedures fall squarely within the spirit of Bankruptcy Rule 9019 as well as the Bankruptcy Code’s preference for compromise and should be approved. Granting the Debtors authority to efficiently and economically settle numerous claims is clearly beneficial to the Debtors’ estates and will assist in their restructuring efforts. Returning to court to resolve each individual claim, no matter how small, would be prohibitively expensive and value destructive and may limit the willingness of parties to settle matters. The Settlement Procedures (i) allow the Debtors to avoid the time and expense of drafting, filing, and arguing separate Bankruptcy Rule 9019 motions for every small settlement; (ii) reduce the burden on the Court’s docket and protect the interests of all creditors through the notice and objection procedures incorporated therein; and (iii) afford the Debtors the flexibility required to settle standard yet confidential business disputes—including those relating to real property leases—while providing all Notice Parties with sufficient transparency to monitor the Debtors’ settlement practices. By

providing the Notice Parties, including the U.S. Trustee, with oversight of the settlement process, the Court can be confident that only settlements that satisfy the *Martin* factors will be affected.⁴

20. The Debtors also believe strongly in their role to appropriately analyze any settlement before entry into any such agreement. Under the Settlement Procedures, the Debtors will evaluate any Settlements only after giving due consideration to the factors set forth in *In re Martin* and other relevant cases. Specifically, the Debtors will consider: (i) the reasonableness of the Settlement as a whole; (ii) the probability of success if the De Minimis Claim(s) were to be further litigated, mediated, or otherwise pursued or defended through other means; (iii) the complexity, expense, and likely duration of any litigation, mediation, or dispute resolution process; (iv) the likelihood of collecting any judgment if the Debtors proceeded with either litigation or arbitration; (v) the fairness of the Settlement regarding the Debtors' estates, creditors, and other parties in interest; and (vi) other factors the Debtors may, in the exercise of their business judgment, deem relevant in assessing the utility of the proposed Settlement. Only after giving due consideration to the foregoing will the Debtors enter into a settlement agreement.

21. Overall, the Settlement Procedures will optimize the Debtors' resolution of *de minimis* controversies by minimizing administrative expenses and easing the burden on the court docket. These procedures will not unduly prejudice the rights of creditors or other parties in

⁴ The Debtors also request that, pursuant to Bankruptcy Rule 2002(a)(3), the Court find that cause exists to limit notice as described above for any settlements entered into pursuant to the Settlement Procedures. Bankruptcy Rule 2002(a)(3) requires 21-day notices to parties in interest of "the hearing on approval of a compromise or settlement of a controversy . . . unless the court for cause shown directs that notice not be sent." Fed. R. Bankr. P. 2002(a)(3). Courts have found that cause exists for purposes of limiting notice under Bankruptcy Rule 2002(a)(3) where there are so many creditors that sending notice to each creditor would constitute an undue burden and expense on the debtors' estates. *See Cory v. Leasure*, 491 B.R. 476, 487 n.8 (Bankr. W.D. Ky. 2013) ("Other courts similarly have read Rule 2002(a)(3)'s notice requirement as neither absolute nor mandatory." (citing *In re Szabo Contracting, Inc.*, 283 B.R. 242, 253 (Bankr. N.D. Ill. 2002) (finding cause existed to dispense with notice to all creditors where there were more than 500 creditors and "to require notice to go to every creditor listed in the estate for every claim objection settlement would constitute an undue and unnecessary burden upon the Trustee and expense to the Debtor's estate, thereby further reducing the net asset pool available to pay allowed claims"))).

interest. For these reasons, courts in this district and others have approved similar procedures in other large chapter 11 cases. *See, e.g., In re WeWork Inc.*, No. 23-19865 (JKS) (Bankr. D.N.J. Dec. 6, 2023); *In re Bed Bath & Beyond Inc.*, No. 23-13359 (VFP) (Bankr. D.N.J. July 27, 2023); *In re Genesis Care Pty Ltd.*, No. 23-90614 (MI) (Bankr. S.D. Tex. Sept. 25, 2023); *In re Revlon, Inc.*, No. 22-10760 (DSJ) (Bankr. S.D.N.Y. Aug. 23, 2022); *In re Murray Energy Holdings, Inc.*, No. 19-56885 (JEH) (Bankr. S.D. Ohio Jan. 9, 2020); *In re PES Holdings, LLC*, No. 19-11626 (KG) (Bankr. D. Del. Dec. 9, 2019).⁵

22. Based on the foregoing, the Debtors submit that the Settlement Procedures are necessary and appropriate and in the best interests of the Debtors, their estates, and their creditors, and should be approved.

Request of Waiver of Stay

23. To the extent that the relief sought in the Motion constitutes a use of property under section 363(b) of the Bankruptcy Code, the Debtors seek a waiver of the fourteen-day stay under Bankruptcy Rule 6004(h). As explained herein, the relief requested in this Motion is immediately necessary for the Debtors to be able to continue to operate their businesses and preserve the value of their estates.

Reservation of Rights

24. 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

⁵ 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 of the Debtors' proposed counsel.

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

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

Notice

26. The Debtors will provide notice of this Motion to the following parties or their respective counsel: (a) the U.S. Trustee; (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.

[Remainder of Page Intentionally Left Blank]

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

Dated: March 9, 2026

/s/ Michael D. Sirota

COLE SCHOTZ P.C.

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the Debtors in Possession*

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KIRKLAND & ELLIS INTERNATIONAL LLP

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

Exhibit A

Proposed Order

UNITED STATES BANKRUPTCY COURT DISTRICT OF NEW JERSEY	
Caption in Compliance with D.N.J. LBR 9004-1(b)	
KIRKLAND & ELLIS LLP KIRKLAND & ELLIS INTERNATIONAL LLP Joshua A. Sussberg, P.C. (admitted <i>pro hac vice</i>) Matthew C. Fagen, P.C. (admitted <i>pro hac vice</i>) Oliver Paré (admitted <i>pro hac vice</i>) 601 Lexington Avenue New York, New York 10022 Telephone: (212) 446-4800 Facsimile: (212) 446-4900 joshua.sussberg@kirkland.com matthew.fagen@kirkland.com oliver.pare@kirkland.com	
-and-	
COLE SCHOTZ P.C. Michael D. Sirota, Esq. Warren A. Usatine, Esq. Felice R. Yudkin, Esq. Court Plaza North, 25 Main Street Hackensack, New Jersey 07601 Telephone: (201) 489-3000 msirota@coleschotz.com wusatine@coleschotz.com fyudkin@coleschotz.com	
<i>Proposed Co-Counsel to the Debtors and the Debtors in Possession</i>	
In re:	Chapter 11
EDDIE BAUER LLC, <i>et al.</i> ,	Case No. 26-11422 (SLM)
Debtors. ¹	(Jointly Administered)

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’ 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.

**ORDER (I) AUTHORIZING AND ESTABLISHING
PROCEDURES FOR THE COMPROMISE AND SETTLEMENT OF
DE MINIMIS CLAIMS, (II) APPROVING THE FORM AND MANNER
OF THE NOTICE OF SETTLEMENT, AND (III) GRANTING RELATED RELIEF**

The relief set forth on the following pages, numbered three (3) through thirteen (13), is
ORDERED.

Upon the Debtors' motion (the "Motion") for entry of an order (this "Order"), (a) authorizing and approving the Settlement Procedures to allow the Debtors to compromise and settle the De Minimis Claims; (b) approving the proposed form and manner of the Settlement Notice, substantially in the form attached hereto as Exhibit 1; 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 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** as set forth herein.

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

3. The Debtors are hereby authorized to enter into settlements for De Minimis Claims pursuant to the following Settlement Procedures:

- a. No Settlement will be effective unless it is executed by an authorized representative of the Debtors.
- b. A full release of the Debtors, the Settling Party, and any applicable third parties may be included in the Settlement.
- c. No Settlement will be agreed to unless it is reasonable in the judgment of the Debtors upon consideration of all relevant factors, including: (i) the reasonableness of the Settlement as a whole; (ii) the probability of success if the De Minimis Claim(s) were to be further litigated, mediated, or otherwise pursued or defended through other means; (iii) the complexity, expense, and likely duration of any litigation, mediation, or dispute resolution process; (iv) the likelihood of collecting any judgment if the Debtors proceeded with either litigation or arbitration; (v) the fairness of the Settlement regarding the Debtors' estates, creditors, and other parties in interest; and (vi) other factors the Debtors may, in the exercise of their business judgment, deem relevant in assessing the utility of the proposed Settlement.
- d. Any Settlement where the proposed Settlement Amount is less than or equal to \$250,000 for the settlement of one or multiple De Minimis Claim(s) in the aggregate, the Debtors, in the reasonable exercise of their business judgment, may enter into, execute, and consummate a written agreement of such Settlement on any reasonable terms that will be binding on the Debtors, their estates, and the Settling Party without notice by the Debtors to any third party or further action by this Court.
- e. With respect to any Settlement where the proposed Settlement Amount is greater than \$250,000 but less than or equal to \$1 million (i) for the settlement of a De Minimis Claim or (ii) in satisfaction of multiple related De Minimis Claims in the aggregate, the Debtors, in the reasonable exercise of their business judgment, may enter into, execute, and consummate a written agreement of such Settlement on any reasonable terms that will be

binding on the Debtors, their estates, and the Settling Party without further action by this Court; *provided* that:

- i. Before entering into, executing, or consummating a written agreement of such Settlement, the Debtors shall give at least seven (7) calendar days' advance written notice (email being sufficient), on a confidential, and to the extent applicable, professionals' eyes only basis, to: (a) the U.S. Trustee, 1085 Raymond Boulevard, Suite 2100, Newark, New Jersey 07102, Attn.: Fran Steele (fran.b.steele@usdoj.gov) and David Gerardi (david.gerardi@usdoj.gov); (b) Pachulski Stang Ziehl & Jones LLP, proposed counsel to the Official Committee of Unsecured Creditors, 1700 Broadway, 36th Floor, New York, New York, 10019 Attn.: Robert Feinstein (rfeinstein@pszjlaw.com), Brad Sandler (bsandler@pszjlaw.com), and Shirley Cho (scho@pszjlaw.com), (c) Otterbourg P.C., counsel to the Prepetition ABL Administrative Agent, 230 Park Avenue, New York, New York 10169, Attn.: David Morse (dmorse@otterbourg.com); (d) Ropes & Gray LLP, counsel to the Prepetition Term Loan Agent, 1211 Avenue of the Americas, New York, New York 10036-8704, Attn.: Max Silverstein (max.silverstein@ropesgray.com); (e) Choate, Hall & Stewart LLP, counsel to the Prepetition Subordinated Loan Agent, Two International Place, Boston, Massachusetts 02110, Attn.: Mark D. Silva (msilva@choate.com) and Michael E. Comerford (mcomerford@choate.com); (f) any party to the Settlement; and (g) those parties requesting notice pursuant to Bankruptcy Rule 2002 (each, a "Notice Party," and, collectively, the "Notice Parties").
- ii. Such notice will be in substantially the form of the settlement notice attached hereto as **Exhibit 1** (the "Settlement Notice") and will specify (a) the identity of the other party or parties to the Settlement, (b) a summary of the dispute with such other party, (c) the material terms of the Settlement, including, without limitation, the Settlement Amount, and (d) an explanation of why the Settlement of such De Minimis Claim is favorable to the Debtors, their estates, and their creditors.
- iii. The Notice Parties shall have until 5:00 p.m., prevailing Eastern Time, on the date that is seven (7) calendar days after service of the written notice (the "Objection Deadline") to object to the Settlement by filing and serving such objection on (a) the Debtors, Eddie

Bauer LLC, c/o Stretto, Inc. 410 Exchange, Suite 100, Irvine, CA 92602; (b) proposed co-counsel to the Debtors, (i) Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn.: Matthew C. Fagen, P.C. (matthew.fagen@kirkland.com), Oliver Paré (oliver.pare@kirkland.com), and Nathan Felton (nathan.felton@kirkland.com), and (ii) Cole Schotz P.C., Court Plaza North, 25 Main Street, Hackensack, New Jersey 07601, Attn.: Michael D. Sirota, Esq. (msirota@coleschotz.com), Warren A. Usatine, Esq. (wusatine@coleschotz.com) and Felice R. Yudkin, Esq. (fyudkin@coleschotz.com); and (c) the other Notice Parties.

- iv. The Notice Parties may request additional time or additional information to evaluate the proposed Settlement in writing (email being sufficient) by no later than the Objection Deadline and serve such request on counsel to the Debtors. If a Notice Party provides a written request to counsel for the Debtors for additional information or additional time to evaluate the proposed Settlement, then the Objection Deadline with respect to such Notice Party shall be (a) in the case of a request for additional time, five (5) days after the initial Objection Deadline, or (b) in the case of a request for additional information, three (3) days after receipt by the Notice Party of the additional information requested. Each Notice Party may make only one request for additional time and one request for additional information per Settlement Notice, unless otherwise agreed to by the Debtors in their sole discretion.
- v. If no objection from any Notice Party is filed with the Court and served by the Objection Deadline, the Debtors may, in their sole discretion, enter into, execute, and consummate a written agreement of settlement that will be binding on the Debtors, their estates, and the Settling Party without notice to any third party or further action by the Court.
- vi. If any Notice Party properly and timely objects to any Settlement by the Objection Deadline, and the Debtors, in their sole discretion, still desire to enter into the proposed Settlement with the Settling Party, the execution of the Settlement shall not proceed except upon (a) resolution of the objection by the parties in question or (b) further order of the Court after notice and a hearing.
- vii. Should a hearing on a proposed Settlement be required pursuant to the Settlement Procedures, the Debtors are authorized to schedule

their request to approve the Settlement for hearing at the next scheduled omnibus hearing following the Objection Deadline, or any subsequent hearing, without filing a separate motion or other pleading.

- viii. All time periods set forth in the Settlement Procedures shall be calculated in accordance with Bankruptcy Rule 9006.
- f. With respect to any and all De Minimis Claims asserted by the Debtors or in satisfaction of multiple De Minimis Claims in the aggregate brought by the Debtors against a non-Debtor third party that is not an affiliate or an insider (each as defined in section 101 of the Bankruptcy Code) of the Debtors, including any applicable counterclaims and crossclaims, the Debtors, in the reasonable exercise of their business judgment, may enter into, execute, and consummate a written agreement settling such De Minimis Claims on any reasonable terms that will be binding on the Debtors, their estates, and the Settling Party without further action by this Court; *provided that*:
 - i. Before entering into, executing, or consummating a written agreement of such Settlement, the Debtors shall give at least seven (7) calendar days' advance written notice (email being sufficient) to the Notice Parties on a confidential, and to the extent applicable, professionals' eyes-only basis.
 - ii. Such notice will be in substantially the form of the Settlement Notice and will specify (a) the identity of the other party to the Settlement, (b) a summary of the dispute with such other party, (c) the material terms of the Settlement, including, without limitation, the Settlement Amount, and (d) an explanation of why the Settlement of such De Minimis Claim is favorable to the Debtors, their estates, and their creditors.
 - iii. The Notice Parties shall have until the Objection Deadline to object to the Settlement by filing and serving such objection on (a) the Debtors, Eddie Bauer LLC, c/o Stretto, Inc. 410 Exchange, Suite 100, Irvine, CA 92602; (b) proposed co-counsel to the Debtors, (i) Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn.: Matthew C. Fagen, P.C. (matthew.fagen@kirkland.com), Oliver Paré (oliver.pare@kirkland.com), and Nathan Felton (nathan.felton@kirkland.com), and (ii) Cole Schotz P.C., Court Plaza North, 25 Main Street, Hackensack, New Jersey 07601,

Attn.: Michael D. Sirota, Esq. (msirota@coleschotz.com), Warren A. Usatine, Esq. (wusatine@coleschotz.com) and Felice R. Yudkin, Esq. (fyudkin@coleschotz.com); and (c) the other Notice Parties.

- iv. If no written objection from any Notice Party is properly served by the Objection Deadline, the Debtors may, in their discretion, enter into, execute, and consummate a written agreement of settlement that will be binding on the Debtors, their estates, and the Settling Parties without notice to any third party or further action by this Court.
- v. If any of the Notice Parties properly and timely object to any Settlement by the Objection Deadline, and the Debtors, in their sole discretion, still desire to enter into the proposed Settlement with the Settling Party, the execution of the Settlement shall not proceed except upon (i) resolution of the objection by the parties in question or (ii) further order of the Court after notice and a hearing.
- vi. Should a hearing on a proposed Settlement be required pursuant to the Settlement Procedures, the Debtors are authorized to schedule their request to approve the Settlement for hearing at the next scheduled omnibus hearing following the Objection Deadline, or any subsequent hearing, without filing a separate motion or other pleading.
- vii. All time periods set forth in the Notice Procedures shall be calculated in accordance with Bankruptcy Rule 9006.
- g. Within fifteen (15) days after the end of each calendar month beginning with the month in which this Order is entered, the Debtors will provide to the Notice Parties a report of all Settlements that the Debtors entered into during the previous month pursuant to the Settlement Procedures. Such reports will set forth the name of the parties with whom the Debtors have settled a De Minimis Claim, the asserted claim amount (if applicable), the types of De Minimis Claims asserted by each settling party, and the terms and amounts for which such De Minimis Claims were settled.
- h. Any Settlement that is not authorized pursuant to the foregoing procedures, or pursuant to any other order of the Court, will be authorized only upon separate order of this Court upon a motion of the Debtors served upon the necessary parties in interest.

4. Any Settlement that is not authorized pursuant to the foregoing procedures, or pursuant to any other order of the Court, will be authorized only upon separate order of this Court upon a motion of the Debtors served upon the necessary parties in interest. The proposed form and manner of the Settlement Notice, substantially in the form attached hereto as **Exhibit 1**, is approved.

5. Notwithstanding anything herein to the contrary, the Settlement Procedures shall not apply to (i) claims asserted against the Debtors by any insider or affiliate within the meaning of sections 101(31) and 101(2) of the Bankruptcy Code and (ii) claims asserted by the Debtors against any insider or affiliate within the meaning of sections 101(31) and 101(2) of the Bankruptcy Code, respectively.

6. Any amounts contemplated to be paid, and actually paid, pursuant to this 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”), the *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 the Approved Budget (as defined in the Cash Collateral Order).

7. Notwithstanding anything herein to the contrary, to the extent a proposed Settlement provides for the assumption or rejection of any executory contracts or unexpired leases,

such assumption and rejection shall be effected in accordance with the Assumption Procedures or the Rejection Procedures set forth in the order entered by the Court in respect of the *Debtors' Motion for Entry of an Order (I) Authorizing and Approving Procedures to Reject or Assume Executory Contracts and Unexpired Leases and (II) Granting Related Relief* [Docket No. 86], as applicable.

8. Pursuant to Bankruptcy Rule 9006, cause exists to shorten the applicable notice period in Bankruptcy Rule 2002(a)(3) with respect to each Settlement.

9. Upon the expiration of the applicable Notice Period without an objection or upon resolution of any filed objection after the applicable Notice Period, each Settlement that complies with the Settlement Procedures shall be deemed (i) fair and reasonable, and (ii) to have satisfied the standards under Bankruptcy Code sections 105 and 363 and Bankruptcy Rule 9019.

10. The Debtors are authorized to compromise and settle De Minimis Claims in accordance with the Settlement Procedures.

11. The Debtors are authorized to resolve all of the De Minimis Claims of a single party in a single settlement agreement.

12. Notwithstanding anything to the contrary in the Motion, this Order, the Settlement Procedures, or any notice pursuant thereto, the Settlement Procedures approved by this Order shall not apply to (a) worker's compensation claims; (b) claims where there is a judgment entered or settlement already agreed to and signed by all applicable parties; (c) direct action claims against any of the Debtors' insurers under applicable non-bankruptcy state law; or (d) any claims or actions

relating to any claims between the Debtors' insurers, on the one hand, and the Debtors, on the other hand.

13. Nothing in this Order, the Settlement Procedures, or any notice pursuant thereto (a) amends, modifies or otherwise alters (i) the terms and conditions of any insurance policies issued to the Debtors and any related agreements (collectively, the "Insurance Policies"), including, but not limited to, any provisions (A) requiring certain notice to insurers regarding claims possibly covered under the Insurance Policies, (B) allowing an insurer to assume and/or control the defense or settlement of claims possibly covered under the Insurance Policies, (C) requiring the approval of any insurer prior to settlement of or payment on account of any claims possibly covered under the Insurance Policies, or (D) regarding payment of and liability for self-insured retentions or deductibles; or (ii) either the duty or right, if any, under the Insurance Policies or applicable non-bankruptcy law of insurers to (A) pay claims covered by the Insurance Policies and seek payment or reimbursement from the insured therefor pursuant to the terms of the Insurance Policies, or (B) reduce any payment from insurance proceeds by any amount received by a claimant on account of the same claim from another source including, but not limited to, the Debtors or the Debtors' estates; (b) creates or permits a direct right of action against any of the Debtors' insurers; (c) obligates an insurer to be bound by a settlement; or (d) requires an insurer to pay, in whole or in part, a settlement.

14. The Debtors shall provide written notice to Stretto, the Debtors' authorized claims and noticing agent, with respect to any proof of claim settled pursuant to these Settlement

Procedures. If applicable, Stretto is authorized and directed to amend the claims register accordingly without further order of the Court.

15. Assuming no objection has been filed by the applicable Objection Deadline, immediately after the expiration of the Notice Period, the settlement agreement shall be deemed approved by a final order of this Court for all purposes, including for purposes of any appeal.

16. In the event there is an inconsistency between the Motion and this Order, this Order shall control.

17. This Court retains jurisdiction to hear and determine all matters arising from or related to the Motion, this Order, or any Settlement.

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

19. Notwithstanding Bankruptcy Rule 6004(h), to the extent applicable, this Order shall be effective and enforceable immediately upon entry hereof.

20. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion, and the requirements of the Bankruptcy Rules and the Bankruptcy Local Rules are satisfied by such notice.

21. The requirement set forth in Local Rule 9019-3 that a party seeking approval of a proposed compromise or settlement of a controversy, other than approval of an agreement under Bankruptcy Rule 4001(d), must file the local form "Notice of Proposed Compromise or Settlement of Controversy" is hereby deemed satisfied by the service of the Settlement Notice pursuant to the Settlement Procedures or otherwise waived.

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

Exhibit 1

Settlement Notice

KIRKLAND & ELLIS LLP
KIRKLAND & ELLIS INTERNATIONAL LLP
Joshua A. Sussberg, P.C. (admitted *pro hac vice*)
Matthew C. Fagen, P.C. (admitted *pro hac vice*)
Oliver Paré (admitted *pro hac vice*)
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*Proposed Co-Counsel to the Debtors and
the Debtors in Possession*

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

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

In re:

EDDIE BAUER LLC, *et al.*,

Debtors.¹

Chapter 11
Case No. 26-11422 (SLM)
(Jointly Administered)

NOTICE OF SETTLEMENT

PLEASE TAKE NOTICE that, on February 9, 2026, the above-captioned debtors and debtors in possession (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code, 11 U.S.C. §§ 101–1532.

PLEASE TAKE FURTHER NOTICE that, on [____], 2026, the United States Bankruptcy Court for the District of New Jersey (the “Court”) entered an *Order (I) Authorizing and Establishing Procedures for the Compromise and Settlement of De Minimis Claims, (II) Approving the Form and Manner of the Notice of Settlement, and (III) Granting Related Relief* [Docket No. [●]] (the “Settlement Procedures Order”),² pursuant to which the Court authorized the Debtors to settle certain prepetition or postpetition claims and causes of action brought by or

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’ 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 Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Settlement Procedures Order.

against the Debtors in a judicial, administrative, arbitral, or other action or proceeding (collectively, the “De Minimis Claims”).

PLEASE TAKE FURTHER NOTICE that the Debtors, in the reasonable exercise of their business judgment and in consideration of (i) the reasonableness of the settlement as a whole; (ii) the probability of success if the De Minimis Claim(s) were to be further litigated, mediated, or otherwise pursued or defended through other means; (iii) the complexity, expense, and likely duration of any litigation, mediation, or dispute resolution process; (iv) the likelihood of collecting any judgment if the Debtors proceeded with either litigation or arbitration; (v) the fairness of the settlement regarding the Debtors’ estates, creditors, and other parties in interest; and (vi) other factors the Debtors may, in the exercise of their business judgment, deem relevant in assessing the utility of a proposed settlement, have decided to enter into the settlement (the “Settlement”), the material terms of which are attached hereto as **Exhibit A**.

PLEASE TAKE FURTHER NOTICE that, pursuant to the Settlement Procedures Order, this notice of the Settlement (this “Notice”) is provided to you on a **confidential and, to the extent applicable, professionals’ eyes-only** basis.

PLEASE TAKE FURTHER NOTICE that you shall have until **5:00 p.m., prevailing Eastern Time, on the date that is seven (7) days after service of the written notice** (the “Objection Deadline”) to object to the Settlement by filing and serving such objection on (i) the Debtors, Eddie Bauer LLC, c/o Stretto, Inc. 410 Exchange, Suite 100, Irvine, CA 92602; (ii) proposed co-counsel to the Debtors, (a) Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn.: Matthew C. Fagen, P.C. (matthew.fagen@kirkland.com), Oliver Paré (oliver.pare@kirkland.com), and Nathan Felton (nathan.felton@kirkland.com), and (b) Cole Schotz P.C., Court Plaza North, 25 Main Street, Hackensack, New Jersey 07601, Attn.: Michael D. Sirota, Esq. (msirota@coleschotz.com), Warren A. Usatine, Esq. (wusatine@coleschotz.com) and Felice R. Yudkin, Esq. (fyudkin@coleschotz.com); and (iii) the other Notice Parties.

PLEASE TAKE FURTHER NOTICE that, if no written objection from any Notice Party is properly served by the Objection Deadline, the Debtors may, in their discretion, enter into, execute, and consummate a written agreement of settlement that will be binding on the Debtors, their estates, and the Settling Parties **without notice to any third party, including you, or further action by this Court**.

PLEASE TAKE FURTHER NOTICE that, if you or any of the Notice Parties properly and timely object to the Settlement by the Objection Deadline, and the Debtors, in their sole discretion, still desire to enter into the proposed Settlement, the execution of the Settlement shall not proceed except upon (i) resolution of the objection or (ii) further order of the Court after notice and a hearing.

Exhibit A

Material Terms of the Settlement

De Minimis Settlement Notice	
Identity of the Settling Parties	
Summary of the Dispute	
Material Terms of the Settlement	
Explanation of Why the Settlement of Such De Minimis Claim is Favorable to the Debtors, Their Estates, and Their Creditors	

This is Exhibit “BB” referred to in the Affidavit of George Pantelis sworn by George Pantelis of the City of Nashville, in the State of Tennessee, before me at the City of Toronto, in the Province of Ontario, on April 24, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

MARLEIGH ERYN DICK

LSO# 79390S

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KIRKLAND & ELLIS INTERNATIONAL LLP
Joshua A. Sussberg, P.C. (admitted *pro hac vice*)
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*Co-Counsel to the Debtors and
the Debtors in Possession*

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

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

In re:
EDDIE BAUER LLC, *et al.*,

Debtors.¹

Chapter 11
Case No. 26-11422 (SLM)
(Jointly Administered)

**CERTIFICATION OF NO OBJECTION WITH
RESPECT TO THE DEBTORS’ MOTION FOR ENTRY
OF AN ORDER (I) AUTHORIZING AND ESTABLISHING
PROCEDURES FOR THE COMPROMISE AND SETTLEMENT OF
DE MINIMIS CLAIMS, (II) APPROVING THE FORM AND MANNER
OF THE NOTICE OF SETTLEMENT, AND (IV) GRANTING RELATED RELIEF**

MICHAEL D. SIROTA, of full age, hereby certifies as follows:

1. I am an attorney-at-law of the State of New Jersey and a member of the firm of Cole Schotz P.C. (“Cole Schotz”), co-counsel for the above-captioned debtors and debtors-in-possession (the “Debtors”).

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’ 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. I submit this Certification pursuant to D.N.J. LBR 9013-3(d) regarding the *Debtors’ Motion for Entry of an Order (I) Authorizing and Establishing Procedures for the Compromise and Settlement of De Minimis Claims, (II) Approving the Form and Manner of the Notice of Settlement, and (III) Granting Related Relief* [Docket No. 258] (the “Motion”).

3. The deadline to object to the Motion has passed. To the best of my knowledge, information, and belief, no formal objections have been filed to the relief requested in the Motion or were served upon the undersigned counsel. It is hereby respectfully requested that the proposed order, attached hereto as **Exhibit A**, be entered at the convenience of the Court.

[Remainder of Page Intentionally Left Blank]

Dated: March 24, 2026

/s/ Michael D. Sirota

COLE SCHOTZ P.C.

Michael D. Sirota, Esq.
Warren A. Usatine, Esq.
Felice R. Yudkin, Esq.
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*Co-Counsel to the Debtors and
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*Co-Counsel to the Debtors and
the Debtors in Possession*

Exhibit A

Proposed Order

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

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

**KIRKLAND & ELLIS LLP
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-and-

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*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)

(Jointly Administered)

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’ 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.

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Debtors: EDDIE BAUER LLC, *et al.*
Case No. 26-11422 (SLM)
Caption of Order: Order (I) Authorizing and Establishing Procedures for the Compromise and Settlement of De Minimis Claims, (II) Approving the Form and Manner of the Notice of Settlement, and (III) Granting Related Relief

**ORDER (I) AUTHORIZING AND ESTABLISHING
PROCEDURES FOR THE COMPROMISE AND SETTLEMENT OF
DE MINIMIS CLAIMS, (II) APPROVING THE FORM AND MANNER
OF THE NOTICE OF SETTLEMENT, AND (III) GRANTING RELATED RELIEF**

The relief set forth on the following pages, numbered three (3) through thirteen (13), is

ORDERED.

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Debtors: EDDIE BAUER LLC, *et al.*
Case No. 26-11422 (SLM)
Caption of Order: Order (I) Authorizing and Establishing Procedures for the Compromise and Settlement of De Minimis Claims, (II) Approving the Form and Manner of the Notice of Settlement, and (III) Granting Related Relief

Upon the Debtors' motion (the "Motion") for entry of an order (this "Order"), (a) authorizing and approving the Settlement Procedures to allow the Debtors to compromise and settle the De Minimis Claims; (b) approving the proposed form and manner of the Settlement Notice, substantially in the form attached hereto as Exhibit 1; 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 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** as set forth herein.

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Debtors: EDDIE BAUER LLC, *et al.*
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2. Any objections to the entry of this Order, to the extent not withdrawn or settled, are overruled.

3. The Debtors are hereby authorized to enter into settlements for De Minimis Claims pursuant to the following Settlement Procedures:

- a. No Settlement will be effective unless it is executed by an authorized representative of the Debtors.
- b. A full release of the Debtors, the Settling Party, and any applicable third parties may be included in the Settlement.
- c. No Settlement will be agreed to unless it is reasonable in the judgment of the Debtors upon consideration of all relevant factors, including: (i) the reasonableness of the Settlement as a whole; (ii) the probability of success if the De Minimis Claim(s) were to be further litigated, mediated, or otherwise pursued or defended through other means; (iii) the complexity, expense, and likely duration of any litigation, mediation, or dispute resolution process; (iv) the likelihood of collecting any judgment if the Debtors proceeded with either litigation or arbitration; (v) the fairness of the Settlement regarding the Debtors' estates, creditors, and other parties in interest; and (vi) other factors the Debtors may, in the exercise of their business judgment, deem relevant in assessing the utility of the proposed Settlement.
- d. Any Settlement where the proposed Settlement Amount is less than or equal to \$250,000 for the settlement of one or multiple De Minimis Claim(s) in the aggregate, the Debtors, in the reasonable exercise of their business judgment, may enter into, execute, and consummate a written agreement of such Settlement on any reasonable terms that will be binding on the Debtors, their estates, and the Settling Party without notice by the Debtors to any third party or further action by this Court.
- e. With respect to any Settlement where the proposed Settlement Amount is greater than \$250,000 but less than or equal to \$1 million (i) for the settlement of a De Minimis Claim or (ii) in satisfaction of multiple related De Minimis Claims in the aggregate, the Debtors, in the reasonable exercise of their business judgment, may enter into, execute, and consummate a written agreement of such Settlement on any reasonable terms that will be

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Debtors: EDDIE BAUER LLC, *et al.*
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binding on the Debtors, their estates, and the Settling Party without further action by this Court; *provided* that:

- i. Before entering into, executing, or consummating a written agreement of such Settlement, the Debtors shall give at least seven (7) calendar days' advance written notice (email being sufficient), on a confidential, and to the extent applicable, professionals' eyes only basis, to: (a) the U.S. Trustee, 1085 Raymond Boulevard, Suite 2100, Newark, New Jersey 07102, Attn.: Fran Steele (fran.b.steele@usdoj.gov) and David Gerardi (david.gerardi@usdoj.gov); (b) Pachulski Stang Ziehl & Jones LLP, proposed counsel to the Official Committee of Unsecured Creditors, 1700 Broadway, 36th Floor, New York, New York, 10019 Attn.: Robert Feinstein (rfeinstein@pszjlaw.com), Brad Sandler (bsandler@pszjlaw.com), and Shirley Cho (scho@pszjlaw.com), (c) Otterbourg P.C., counsel to the Prepetition ABL Administrative Agent, 230 Park Avenue, New York, New York 10169, Attn.: David Morse (dmorse@otterbourg.com); (d) Ropes & Gray LLP, counsel to the Prepetition Term Loan Agent, 1211 Avenue of the Americas, New York, New York 10036-8704, Attn.: Max Silverstein (max.silverstein@ropesgray.com); (e) Choate, Hall & Stewart LLP, counsel to the Prepetition Subordinated Loan Agent, Two International Place, Boston, Massachusetts 02110, Attn.: Mark D. Silva (msilva@choate.com) and Michael E. Comerford (mcomerford@choate.com); (f) any party to the Settlement; and (g) those parties requesting notice pursuant to Bankruptcy Rule 2002 (each, a "Notice Party," and, collectively, the "Notice Parties").
- ii. Such notice will be in substantially the form of the settlement notice attached hereto as **Exhibit 1** (the "Settlement Notice") and will specify (a) the identity of the other party or parties to the Settlement, (b) a summary of the dispute with such other party, (c) the material terms of the Settlement, including, without limitation, the Settlement Amount, and (d) an explanation of why the Settlement of such De Minimis Claim is favorable to the Debtors, their estates, and their creditors.
- iii. The Notice Parties shall have until 5:00 p.m., prevailing Eastern Time, on the date that is seven (7) calendar days after service of the written notice (the "Objection Deadline") to object to the Settlement by filing and serving such objection on (a) the Debtors, Eddie

Debtors: EDDIE BAUER LLC, *et al.*
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Bauer LLC, c/o Stretto, Inc. 410 Exchange, Suite 100, Irvine, CA 92602; (b) co-counsel to the Debtors, (i) Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn.: Matthew C. Fagen, P.C. (matthew.fagen@kirkland.com), Oliver Paré (oliver.pare@kirkland.com), and Nathan Felton (nathan.felton@kirkland.com), and (ii) Cole Schotz P.C., Court Plaza North, 25 Main Street, Hackensack, New Jersey 07601, Attn.: Michael D. Sirota, Esq. (msirota@coleschotz.com), Warren A. Usatine, Esq. (wusatine@coleschotz.com) and Felice R. Yudkin, Esq. (fyudkin@coleschotz.com); and (c) the other Notice Parties.

- iv. The Notice Parties may request additional time or additional information to evaluate the proposed Settlement in writing (email being sufficient) by no later than the Objection Deadline and serve such request on counsel to the Debtors. If a Notice Party provides a written request to counsel for the Debtors for additional information or additional time to evaluate the proposed Settlement, then the Objection Deadline with respect to such Notice Party shall be (a) in the case of a request for additional time, five (5) days after the initial Objection Deadline, or (b) in the case of a request for additional information, three (3) days after receipt by the Notice Party of the additional information requested. Each Notice Party may make only one request for additional time and one request for additional information per Settlement Notice, unless otherwise agreed to by the Debtors in their sole discretion.
- v. If no objection from any Notice Party is filed with the Court and served by the Objection Deadline, the Debtors may, in their sole discretion, enter into, execute, and consummate a written agreement of settlement that will be binding on the Debtors, their estates, and the Settling Party without notice to any third party or further action by the Court.
- vi. If any Notice Party properly and timely objects to any Settlement by the Objection Deadline, and the Debtors, in their sole discretion, still desire to enter into the proposed Settlement with the Settling Party, the execution of the Settlement shall not proceed except upon (a) resolution of the objection by the parties in question or (b) further order of the Court after notice and a hearing.
- vii. Should a hearing on a proposed Settlement be required pursuant to the Settlement Procedures, the Debtors are authorized to schedule

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their request to approve the Settlement for hearing at the next scheduled omnibus hearing following the Objection Deadline, or any subsequent hearing, without filing a separate motion or other pleading.

- viii. All time periods set forth in the Settlement Procedures shall be calculated in accordance with Bankruptcy Rule 9006.
- f. With respect to any and all De Minimis Claims asserted by the Debtors or in satisfaction of multiple De Minimis Claims in the aggregate brought by the Debtors against a non-Debtor third party that is not an affiliate or an insider (each as defined in section 101 of the Bankruptcy Code) of the Debtors, including any applicable counterclaims and crossclaims, the Debtors, in the reasonable exercise of their business judgment, may enter into, execute, and consummate a written agreement settling such De Minimis Claims on any reasonable terms that will be binding on the Debtors, their estates, and the Settling Party without further action by this Court; *provided that*:
- i. Before entering into, executing, or consummating a written agreement of such Settlement, the Debtors shall give at least seven (7) calendar days' advance written notice (email being sufficient) to the Notice Parties on a confidential, and to the extent applicable, professionals' eyes-only basis.
- ii. Such notice will be in substantially the form of the Settlement Notice and will specify (a) the identity of the other party to the Settlement, (b) a summary of the dispute with such other party, (c) the material terms of the Settlement, including, without limitation, the Settlement Amount, and (d) an explanation of why the Settlement of such De Minimis Claim is favorable to the Debtors, their estates, and their creditors.
- iii. The Notice Parties shall have until the Objection Deadline to object to the Settlement by filing and serving such objection on (a) the Debtors, Eddie Bauer LLC, c/o Stretto, Inc. 410 Exchange, Suite 100, Irvine, CA 92602; (b) co-counsel to the Debtors, (i) Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn.: Matthew C. Fagen, P.C. (matthew.fagen@kirkland.com), Oliver Paré (oliver.pare@kirkland.com), and Nathan Felton (nathan.felton@kirkland.com), and (ii) Cole Schotz P.C., Court Plaza North, 25 Main Street, Hackensack, New Jersey 07601, Attn.: Michael D. Sirota, Esq. (msirota@coleschotz.com), Warren

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Debtors: EDDIE BAUER LLC, *et al.*
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- A. Usatine, Esq. (wusatine@coleschotz.com) and Felice R. Yudkin, Esq. (fyudkin@coleschotz.com); and (c) the other Notice Parties.
- iv. If no written objection from any Notice Party is properly served by the Objection Deadline, the Debtors may, in their discretion, enter into, execute, and consummate a written agreement of settlement that will be binding on the Debtors, their estates, and the Settling Parties without notice to any third party or further action by this Court.
- v. If any of the Notice Parties properly and timely object to any Settlement by the Objection Deadline, and the Debtors, in their sole discretion, still desire to enter into the proposed Settlement with the Settling Party, the execution of the Settlement shall not proceed except upon (i) resolution of the objection by the parties in question or (ii) further order of the Court after notice and a hearing.
- vi. Should a hearing on a proposed Settlement be required pursuant to the Settlement Procedures, the Debtors are authorized to schedule their request to approve the Settlement for hearing at the next scheduled omnibus hearing following the Objection Deadline, or any subsequent hearing, without filing a separate motion or other pleading.
- vii. All time periods set forth in the Notice Procedures shall be calculated in accordance with Bankruptcy Rule 9006.
- g. Within fifteen (15) days after the end of each calendar month beginning with the month in which this Order is entered, the Debtors will provide to the Notice Parties a report of all Settlements that the Debtors entered into during the previous month pursuant to the Settlement Procedures. Such reports will set forth the name of the parties with whom the Debtors have settled a De Minimis Claim, the asserted claim amount (if applicable), the types of De Minimis Claims asserted by each settling party, and the terms and amounts for which such De Minimis Claims were settled.
- h. Any Settlement that is not authorized pursuant to the foregoing procedures, or pursuant to any other order of the Court, will be authorized only upon separate order of this Court upon a motion of the Debtors served upon the necessary parties in interest.

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Debtors: EDDIE BAUER LLC, *et al.*
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4. Any Settlement that is not authorized pursuant to the foregoing procedures, or pursuant to any other order of the Court, will be authorized only upon separate order of this Court upon a motion of the Debtors served upon the necessary parties in interest. The proposed form and manner of the Settlement Notice, substantially in the form attached hereto as **Exhibit 1**, is approved.

5. Notwithstanding anything herein to the contrary, the Settlement Procedures shall not apply to (i) claims asserted against the Debtors by any insider or affiliate within the meaning of sections 101(31) and 101(2) of the Bankruptcy Code and (ii) claims asserted by the Debtors against any insider or affiliate within the meaning of sections 101(31) and 101(2) of the Bankruptcy Code, respectively.

6. Any amounts contemplated to be paid, and actually paid, pursuant to this 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”), the *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 the Approved Budget (as defined in the Cash Collateral Order).

7. Notwithstanding anything herein to the contrary, to the extent a proposed Settlement provides for the assumption or rejection of any executory contracts or unexpired leases,

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such assumption and rejection shall be effected in accordance with the Assumption Procedures or the Rejection Procedures set forth in the order entered by the Court in respect of the *Debtors' Motion for Entry of an Order (I) Authorizing and Approving Procedures to Reject or Assume Executory Contracts and Unexpired Leases and (II) Granting Related Relief* [Docket No. 86], as applicable.

8. Pursuant to Bankruptcy Rule 9006, cause exists to shorten the applicable notice period in Bankruptcy Rule 2002(a)(3) with respect to each Settlement.

9. Upon the expiration of the applicable Notice Period without an objection or upon resolution of any filed objection after the applicable Notice Period, each Settlement that complies with the Settlement Procedures shall be deemed (i) fair and reasonable, and (ii) to have satisfied the standards under Bankruptcy Code sections 105 and 363 and Bankruptcy Rule 9019.

10. The Debtors are authorized to compromise and settle De Minimis Claims in accordance with the Settlement Procedures.

11. The Debtors are authorized to resolve all of the De Minimis Claims of a single party in a single settlement agreement.

12. Notwithstanding anything to the contrary in the Motion, this Order, the Settlement Procedures, or any notice pursuant thereto, the Settlement Procedures approved by this Order shall not apply to (a) worker's compensation claims; (b) claims where there is a judgment entered or settlement already agreed to and signed by all applicable parties; (c) direct action claims against any of the Debtors' insurers under applicable non-bankruptcy state law; or (d) any claims or actions

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relating to any claims between the Debtors' insurers, on the one hand, and the Debtors, on the other hand.

13. Nothing in this Order, the Settlement Procedures, or any notice pursuant thereto (a) amends, modifies or otherwise alters (i) the terms and conditions of any insurance policies issued to the Debtors and any related agreements (collectively, the "Insurance Policies"), including, but not limited to, any provisions (A) requiring certain notice to insurers regarding claims possibly covered under the Insurance Policies, (B) allowing an insurer to assume and/or control the defense or settlement of claims possibly covered under the Insurance Policies, (C) requiring the approval of any insurer prior to settlement of or payment on account of any claims possibly covered under the Insurance Policies, or (D) regarding payment of and liability for self-insured retentions or deductibles; or (ii) either the duty or right, if any, under the Insurance Policies or applicable non-bankruptcy law of insurers to (A) pay claims covered by the Insurance Policies and seek payment or reimbursement from the insured therefor pursuant to the terms of the Insurance Policies, or (B) reduce any payment from insurance proceeds by any amount received by a claimant on account of the same claim from another source including, but not limited to, the Debtors or the Debtors' estates; (b) creates or permits a direct right of action against any of the Debtors' insurers; (c) obligates an insurer to be bound by a settlement; or (d) requires an insurer to pay, in whole or in part, a settlement.

14. The Debtors shall provide written notice to Stretto, the Debtors' authorized claims and noticing agent, with respect to any proof of claim settled pursuant to these Settlement

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Debtors: EDDIE BAUER LLC, *et al.*
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Procedures. If applicable, Stretto is authorized and directed to amend the claims register accordingly without further order of the Court.

15. Assuming no objection has been filed by the applicable Objection Deadline, immediately after the expiration of the Notice Period, the settlement agreement shall be deemed approved by a final order of this Court for all purposes, including for purposes of any appeal.

16. In the event there is an inconsistency between the Motion and this Order, this Order shall control.

17. This Court retains jurisdiction to hear and determine all matters arising from or related to the Motion, this Order, or any Settlement.

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

19. Notwithstanding Bankruptcy Rule 6004(h), to the extent applicable, this Order shall be effective and enforceable immediately upon entry hereof.

20. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion, and the requirements of the Bankruptcy Rules and the Bankruptcy Local Rules are satisfied by such notice.

21. The requirement set forth in Local Rule 9019-3 that a party seeking approval of a proposed compromise or settlement of a controversy, other than approval of an agreement under Bankruptcy Rule 4001(d), must file the local form “Notice of Proposed Compromise or Settlement of Controversy” is hereby deemed satisfied by the service of the Settlement Notice pursuant to the Settlement Procedures or otherwise waived.

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Debtors: EDDIE BAUER LLC, *et al.*
Case No. 26-11422 (SLM)
Caption of Order: Order (I) Authorizing and Establishing Procedures for the Compromise and Settlement of De Minimis Claims, (II) Approving the Form and Manner of the Notice of Settlement, and (III) Granting Related Relief

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

Exhibit 1

Settlement Notice

KIRKLAND & ELLIS LLP
KIRKLAND & ELLIS INTERNATIONAL LLP
Joshua A. Sussberg, P.C. (admitted *pro hac vice*)
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*Co-Counsel to the Debtors and
the Debtors in Possession*

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

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

In re:

EDDIE BAUER LLC, *et al.*,

Debtors.¹

Chapter 11

Case No. 26-11422 (SLM)

(Jointly Administered)

NOTICE OF SETTLEMENT

PLEASE TAKE NOTICE that, on February 9, 2026, the above-captioned debtors and debtors in possession (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code, 11 U.S.C. §§ 101–1532.

PLEASE TAKE FURTHER NOTICE that, on [____], 2026, the United States Bankruptcy Court for the District of New Jersey (the “Court”) entered an *Order (I) Authorizing and Establishing Procedures for the Compromise and Settlement of De Minimis Claims, (II) Approving the Form and Manner of the Notice of Settlement, and (III) Granting Related Relief* [Docket No. [●]] (the “Settlement Procedures Order”),² pursuant to which the Court authorized the Debtors to settle certain prepetition or postpetition claims and causes of action brought by or

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’ 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 Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Settlement Procedures Order.

against the Debtors in a judicial, administrative, arbitral, or other action or proceeding (collectively, the “De Minimis Claims”).

PLEASE TAKE FURTHER NOTICE that the Debtors, in the reasonable exercise of their business judgment and in consideration of (i) the reasonableness of the settlement as a whole; (ii) the probability of success if the De Minimis Claim(s) were to be further litigated, mediated, or otherwise pursued or defended through other means; (iii) the complexity, expense, and likely duration of any litigation, mediation, or dispute resolution process; (iv) the likelihood of collecting any judgment if the Debtors proceeded with either litigation or arbitration; (v) the fairness of the settlement regarding the Debtors’ estates, creditors, and other parties in interest; and (vi) other factors the Debtors may, in the exercise of their business judgment, deem relevant in assessing the utility of a proposed settlement, have decided to enter into the settlement (the “Settlement”), the material terms of which are attached hereto as **Exhibit A**.

PLEASE TAKE FURTHER NOTICE that, pursuant to the Settlement Procedures Order, this notice of the Settlement (this “Notice”) is provided to you on a **confidential and, to the extent applicable, professionals’ eyes-only** basis.

PLEASE TAKE FURTHER NOTICE that you shall have until **5:00 p.m., prevailing Eastern Time, on the date that is seven (7) days after service of the written notice** (the “Objection Deadline”) to object to the Settlement by filing and serving such objection on (i) the Debtors, Eddie Bauer LLC, c/o Stretto, Inc. 410 Exchange, Suite 100, Irvine, CA 92602; (ii) co-counsel to the Debtors, (a) Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn.: Matthew C. Fagen, P.C. (matthew.fagen@kirkland.com), Oliver Paré (oliver.pare@kirkland.com), and Nathan Felton (nathan.felton@kirkland.com), and (b) Cole Schotz P.C., Court Plaza North, 25 Main Street, Hackensack, New Jersey 07601, Attn.: Michael D. Sirota, Esq. (msirota@coleschotz.com), Warren A. Usatine, Esq. (wusatine@coleschotz.com) and Felice R. Yudkin, Esq. (fyudkin@coleschotz.com); and (iii) the other Notice Parties.

PLEASE TAKE FURTHER NOTICE that, if no written objection from any Notice Party is properly served by the Objection Deadline, the Debtors may, in their discretion, enter into, execute, and consummate a written agreement of settlement that will be binding on the Debtors, their estates, and the Settling Parties **without notice to any third party, including you, or further action by this Court**.

PLEASE TAKE FURTHER NOTICE that, if you or any of the Notice Parties properly and timely object to the Settlement by the Objection Deadline, and the Debtors, in their sole discretion, still desire to enter into the proposed Settlement, the execution of the Settlement shall not proceed except upon (i) resolution of the objection or (ii) further order of the Court after notice and a hearing.

Exhibit A

Material Terms of the Settlement

De Minimis Settlement Notice	
Identity of the Settling Parties	
Summary of the Dispute	
Material Terms of the Settlement	
Explanation of Why the Settlement of Such De Minimis Claim is Favorable to the Debtors, Their Estates, and Their Creditors	

This is Exhibit "CC" referred to in the Affidavit of George Pantelis sworn by George Pantelis of the City of Nashville, in the State of Tennessee, before me at the City of Toronto, in the Province of Ontario, on April 24, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

MARLEIGH ERYN DICK

LSO# 79390S



Order Filed on April 13, 2026
by Clerk,
U.S. Bankruptcy Court
District of New Jersey

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

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

**KIRKLAND & ELLIS LLP
KIRKLAND & ELLIS INTERNATIONAL LLP**

Joshua A. Sussberg, P.C. (admitted *pro hac vice*)
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*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)

(Jointly Administered)

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' 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.

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**FIRST ORDER APPROVING THE REJECTION
OF CERTAIN EXECUTORY CONTRACTS AND/OR UNEXPIRED
LEASES AND THE ABANDONMENT OF CERTAIN PERSONAL PROPERTY, IF ANY**

The relief set forth on the following pages, numbered three (3) through five (5), is
ORDERED.

DATED: April 13, 2026



Honorable Stacey L. Meisel
United States Bankruptcy Judge

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Debtors: EDDIE BAUER LLC, *et al.*
Case No. 26-11422 (SLM)
Caption of Order: First Order Approving the Rejection of Certain Executory Contracts and/or Unexpired Leases and the Abandonment of Certain Personal Property, If Any

Upon the *Order (I) Authorizing and Approving Procedures to Reject or Assume Executory Contracts and Unexpired Leases and (II) Granting Related Relief* [Docket No. 230] (the “Procedures Order”)¹ of the above-captioned debtors and debtors in possession (collectively, the “Debtors”); 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 venue of this proceeding and the matter in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Debtors having properly filed and served a Rejection Notice on each applicable party as set forth in the rejection schedule attached hereto as **Exhibit 1** (the “Rejection Schedule”) in accordance with the terms of the Procedures Order; and no timely objections having been filed to the rejection of such Contracts; and due and proper notice of the Procedures Order and the Rejection Notice having been provided to each applicable Rejection Counterparty as set forth in the Rejection Schedule such that no other notice need be provided; and after due deliberation and sufficient cause appearing therefor, **IT IS HEREBY ORDERED THAT:**

1. The Contracts listed on the Rejection Schedule attached hereto as **Exhibit 1** are rejected under section 365 of the Bankruptcy Code effective as of the later of the applicable Rejection Date or such other date as the Debtors and the applicable Rejection Counterparty agree; *provided, however,* that the effectiveness of a rejection of a Lease shall not occur until the latest to

¹ Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Procedures Order.

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Debtors: EDDIE BAUER LLC, *et al.*
Case No. 26-11422 (SLM)
Caption of Order: First Order Approving the Rejection of Certain Executory Contracts and/or Unexpired Leases and the Abandonment of Certain Personal Property, If Any

occur of (a) the proposed Rejection Date set forth on Exhibit 1; (b) the date the Debtors relinquish control of the premises and notify the affected landlord and such landlord's counsel (if any) in writing (e-mail being sufficient) of the Debtors' surrender of the premises and, as applicable, (i) turn over keys, key codes, and/or security codes, if any, to the affected landlord or (ii) if such keys, key codes and/or security codes, if any, are not available or providing same would be impractical, notify such affected landlord and such landlord's counsel, if any, in writing (e-mail being sufficient) that the keys, key codes, and security codes, if any, are not available or that providing same would be impractical, but that the landlord may rekey the leased premises; and (c) such other date to which the Debtors and the applicable Rejection Counterparty have agreed or as this Court may order.

2. The Debtors are authorized, but not directed, at any time on or before the applicable Rejection Date, to remove or abandon any of the Debtors' personal property that may be located on the Debtors' leased premises that are subject to a rejected Lease. The Rejection Counterparty may not interfere with Debtors' removal of any of the Debtors' personal property prior to the Rejection Date. For the avoidance of doubt, unless otherwise agreed and absent any sustained objection as it relates to property at a particular premises, all property located on the Debtors' leased premises on the Rejection Date of the applicable Lease shall be deemed abandoned pursuant to section 554 of the Bankruptcy Code, as is, effective as of the Rejection Date, *provided, however*, that the Debtors shall not abandon and shall remove all hazardous materials and known personally identifiable information prior to the Rejection Date. As of the Rejection Date, landlords may, in their sole discretion and without further notice to any party or order of this Court, utilize and/or

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Debtors: EDDIE BAUER LLC, *et al.*
Case No. 26-11422 (SLM)
Caption of Order: First Order Approving the Rejection of Certain Executory Contracts and/or Unexpired Leases and the Abandonment of Certain Personal Property, If Any

dispose of such property, free and clear of all liens, claims, and encumbrances, effective as of the Rejection Date, without further notice or liability to the Debtors or third parties and, to the extent applicable, the automatic stay is modified to allow such disposition.

3. Claims arising out of the rejection of Contracts, if any, must be filed on or before the later of (a) the deadline for filing proofs of claim established in these chapter 11 cases, if any, and (b) thirty days after the later to occur of (i) the effective date of such rejection and (ii) the date the Rejection Order is entered. If no proof of claim is timely filed, such claimant shall be forever barred from asserting a claim for damages arising from such rejection and from participating in any distributions on account of such claim that may be made in connection with these chapter 11 cases or otherwise.

4. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order and the rejection without further order from this Court.

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

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Exhibit 1

Rejected Contracts

Number	Store Number	Address	Contract to be Rejected	Debtor Entity	Rejection Counterparty	Description of Contract ¹	Abandoned Property (If Any)	Third Party Secured Interest (If Any)	Rejection Date
1	29268	8380 Cerrillos Rd, Santa Fe, NM 87507	Lease Amendment 12 for Store 29268	Eddie Bauer LLC	8380 LLC	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of the Company's secured funded debt	3/31/2026
2	20084	3000 184th St SW Space #294, Lynnwood, WA 98037	Lease Extension for Store 20084	Eddie Bauer LLC	Alderwood Mall LLC	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of the Company's secured funded debt	3/31/2026
3	20417	293 Bay St Space #K5, TORONTO, ON P6A 1X3, Canada	Lease Amendment for Store 20417	Eddie Bauer of Canada Corporation	Algoma Central Properties Inc.	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of certain of the Company's secured funded debt	4/30/2026
4	20391	3 South Tunnel Road, Sp A-14, Asheville, NC 28805	Lease Extension for Store 20391	Eddie Bauer LLC	Asheville Mall Realty Holding LLC	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of the Company's secured funded debt	3/31/2026
5	20155	350 N. Milwaukee, #1321, Boise, ID 83704	Estoppel for Store 20155	Eddie Bauer LLC	Boise Mall, LLC	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of the Company's secured funded debt	3/31/2026
6	20681	2300 Benadette Dr., Sp 432, Columbia, MO 65203	Lease Extension for Store 20681	Eddie Bauer LLC	Brookfield Properties Retail Inc	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of the Company's secured funded debt	3/31/2026
7	29896	8 Stephen King Dr. Suite 1, Augusta, ME 4330	Lease Amendment 3 for Store 29896	Eddie Bauer LLC	Capital Augusta Properties LLC	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of the Company's secured funded debt	3/31/2026
8	20178	638 Mayfair Shopping Centre, Victoria, BC V8Z 6E3, Canada	Lease Extension for Store 20178	Eddie Bauer of Canada Corporation	Central Walk Mayfair Shopping Centre Inc.	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of certain of the Company's secured funded debt	3/31/2026
9	29881	130-5000 Canoe Pass Way, SURREY, BC V4M 0B3, Canada	Lease for Store 29881	Eddie Bauer of Canada Corporation	Central Walk Tsawwassen Mills Inc.	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of certain of the Company's secured funded debt	3/31/2026
10	29881	130-5000 Canoe Pass Way, SURREY, BC V4M 0B3, Canada	Storage Space Lease for Store 29881	Eddie Bauer of Canada Corporation	Central Walk Tsawwassen Mills Inc.	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of certain of the Company's secured funded debt	3/31/2026
11	20945	102-6631 Island Hwy North #80, Nanaimo, BC V9T 4T7, Canada	Lease Extension for Store 20945	Eddie Bauer of Canada Corporation	Central Walk Woodgrove Shopping Centre Inc.	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of certain of the Company's secured funded debt	3/31/2026
12	29423	1404 Lum Road, Centralia, WA 98531	Lease Amendment 3 for Store 29423	Eddie Bauer LLC	Centralia Outlets LLC	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of the Company's secured funded debt	3/31/2026

¹ The inclusion of a Contract on this list does not constitute an admission as to the executory or non-executory nature of the Contract or as to the existence or validity of any claims held by the counterparty or counterparties to such Contract.

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Number	Store Number	Address	Contract to be Rejected	Debtor Entity	Rejection Counterparty	Description of Contract	Abandoned Property (If Any)	Third Party Secured Interest (If Any)	Rejection Date
13	20918	999 Upper Wentworth Street, Unit 411, Hamilton, ON L9A 4X5, Canada	Lease Extension for Store 20918	Eddie Bauer of Canada Corporation	CF/Realty Holdings Inc.	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of certain of the Company's secured funded debt	3/31/2026
14	20520	32 Karl Frasher Rd CRU J10, TORONTO, ON M3C 3R6, Canada	Lease Extension for Store 20520	Eddie Bauer of Canada Corporation	CF/Realty Holdings Inc.	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of certain of the Company's secured funded debt	3/31/2026
15	20515	477 Paul St., Sp W4, Dieppe, NB E1A 4X5, Canada	Lease Extension for Store 20515	Eddie Bauer of Canada Corporation	Champlain Place (Moncton) Limited Partnership	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of certain of the Company's secured funded debt	3/31/2026
16	20026	12000 SE 82nd Avenue, Suite 2076, Portland, OR 97086	Lease for Store 20026	Eddie Bauer LLC	Clackamas Mall LLC	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of the Company's secured funded debt	3/31/2026
17	29225	1414 Fording Island Rd Ste G-140, Blufton, SC 29910	Omnibus Amendment for Store 29225	Eddie Bauer LLC	COROC/Hilton Head II LLC	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of the Company's secured funded debt	3/31/2026
18	29495	120 Laconia Rd., Ste 225, Tilton, NH 3276	Omnibus Amendment for Store 29495	Eddie Bauer LLC	COROC/Lakes Region LLC	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of the Company's secured funded debt	3/31/2026
19	29764	4620 Factory Store Blvd, Myrtle Beach, SC 29579	Omnibus Amendment for Store 29764	Eddie Bauer LLC	COROC/Myrtle Beach LLC	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of the Company's secured funded debt	3/31/2026
20	29893	2601 S McKenzie St Ste 260, Foley, AL 36535	Omnibus Amendment for Store 29893	Eddie Bauer LLC	COROC/Riviera LLC	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of the Company's secured funded debt	3/31/2026
21	20869	961 Baltimore Pike, Concord Township, PA 19342	Lease Extension for Store 20869	Eddie Bauer LLC	CPBP-VII Associates LP	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of the Company's secured funded debt	3/31/2026
22	29496	145A Stephens Wy, Silverthorne, CO 80498	Lease Extension for Store 29496	Eddie Bauer LLC	Craig Realty Group	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of the Company's secured funded debt	3/31/2026
23	20911	8251 Flying Cloud Drive, Space #1136, Eden Prairie, MN 55344	Lease Extension for Store 20911	Eddie Bauer LLC	Eden Prairie Center LLC	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of the Company's secured funded debt	3/31/2026
24	29452	455 Trolley Line Boulevard Suite 280, Mashantucket, CT 6338	Omnibus Amendment for Store 29452	Eddie Bauer LLC	Fashion Outlets at Foxwoods LLC	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of the Company's secured funded debt	3/31/2026
25	20301	4301 West Wisconsin Ave #128, Appleton, WI 54913	Lease for Store 20301	Eddie Bauer LLC	Fox River Shopping Center, LLC	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of the Company's secured funded debt	3/31/2026
26	20099	364 Maine Mall Road, Space E-113, S. Portland, ME 4106	Lease Extension for Store 20099	Eddie Bauer LLC	GGP-Maine Mall LLC	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of the Company's secured funded debt	3/31/2026
27	20412	1254 Government St., VICTORIA, BC V8W 1Y3, Canada	Lease Renewal for Store 20412	Eddie Bauer of Canada Corporation	His Majesty the King, c/o Brookfield Global Integrated Solutions	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of certain of the Company's secured funded debt	3/31/2026

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Number	Store Number	Address	Contract to be Rejected	Debtor Entity	Rejection Counterparty	Description of Contract	Abandoned Property (If Any)	Third Party Secured Interest (If Any)	Rejection Date
28	29311	210 Gasser Road Spc 581, Wisconsin Dells, WI 53913	Lease Amendment for Store 29311	Eddie Bauer LLC	Horizon Group Properties Inc.	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of the Company's secured funded debt	3/31/2026
29	29233	1 Bass Pro Dr. Ste 713, Vaughan, ON L4K 5W4, Canada	Lease Extension for Store 29233	Eddie Bauer of Canada Corporation	Ivanhoe Cambridge II Inc.	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of certain of the Company's secured funded debt	3/31/2026
30	29264	300 Taylor Rd Unit#317 Bldg 300, Niagara-on-the-Lake, ON L0S 1J0, Canada	Lease Extension for Store 29264	Eddie Bauer of Canada Corporation	Jones Lang LaSalle Real Estate Services Inc.	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of certain of the Company's secured funded debt	3/31/2026
31	20007	109th and Princess Elizabeth Ave Spc 628, Edmonton, AB T5G 3A6, Canada	Lease for Store 20007	Eddie Bauer of Canada Corporation	Kingsway Garden Holdings INC.	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of certain of the Company's secured funded debt	3/31/2026
32	20703	100 Bayshore Dr., NEPEAN, ON K2B 8C1, Canada	Lease Renewal for Store 20703	Eddie Bauer of Canada Corporation	KS Bayshore Inc.	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of certain of the Company's secured funded debt	3/31/2026
33	20380	4444 First Ave NE #124, Cedar Rapids, IA 52402	Lease Extension for Store 20380	Eddie Bauer LLC	Lindale Mall Realty Holding LLC	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of the Company's secured funded debt	3/31/2026
34	29128	1475 N Burkhardt Rd, Howell, MI 48855	Estoppel for Store 29128	Eddie Bauer LLC	Loymax Stern, LS Howell LLC	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of the Company's secured funded debt	3/31/2026
35	29018	4540 Highway 54, Suite J1, Osage Beach, MO 65065	Master Amendment for Store 29018	Eddie Bauer LLC	M.S. Management Associates Inc.	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of the Company's secured funded debt	3/31/2026
36	20936	3625 Shaganappi Trail NW #40R, CALGARY, AB T3A 0E2, Canada	Lease Extension for Store 20936	Eddie Bauer of Canada Corporation	Market Mall Leaseholds Inc.	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of certain of the Company's secured funded debt	3/31/2026
37	20064	2500 North Mayfair Road, Sp 432, Wauwatosa, WI 53226	Lease Extension for Store 20064	Eddie Bauer LLC	Mayfair Mall, LLC	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of the Company's secured funded debt	3/31/2026
38	20406	21 Mic Mac Blvd., Sp 137A, Dartmouth, NS B3A 4N3, Canada	Lease Extension for Store 20406	Eddie Bauer of Canada Corporation	Mic Mac Mall Limited Partnership	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of certain of the Company's secured funded debt	3/31/2026
39	29214	3001 S. Washburn, Ste #E-80, Oshkosh, WI 54904	Lease Extension for Store 29214	Eddie Bauer LLC	Mid America Real Estate-Wisconsin LLC	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of the Company's secured funded debt	3/31/2026
40	20404	21 1st Ave. S., SASKATOON, SK S7K 1J9, Canada	Renewal Agreement for Store 20404	Eddie Bauer of Canada Corporation	Midtown Plaza INC.	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of certain of the Company's secured funded debt	4/30/2026
41	20440	248 Montgomery Mall Space 2128, North Wales, PA 19454	Lease Extension for Store 20440	Eddie Bauer LLC	Montgomery Mall Realty Holding LLC	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of the Company's secured funded debt	3/31/2026

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Number	Store Number	Address	Contract to be Rejected	Debtor Entity	Rejection Counterparty	Description of Contract	Abandoned Property (If Any)	Third Party Secured Interest (If Any)	Rejection Date
42	29237	2441 N Maize Rd, Ste 805, Wichita, KS 67205	Lease Extension for Store 29237	Eddie Bauer LLC	Newmarket Square LTD	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of the Company's secured funded debt	3/31/2026
43	29463	1699 Hwy 273, Anderson, CA 96007	Lease Extension for Store 29463	Eddie Bauer LLC	Northwest Asset Management Co.	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of the Company's secured funded debt	3/31/2026
44	20397	4800 Golf Rd, Space 822, Eau Claire, WI 54701	Amendment for Store 20397	Eddie Bauer LLC	Oakwood Hills Mall, LLC	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of the Company's secured funded debt	3/31/2026
45	29266	1440 Central Ave, Colonie, NY 12205	Lease Extension for Store 29266	Eddie Bauer LLC	Olshan Properties	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of the Company's secured funded debt	3/31/2026
46	20487	6455 McCloud Trail SW Space 1229, Calgary, AB T2H 0K8, Canada	Lease Extension for Store 20487	Eddie Bauer of Canada Corporation	ONTREA INC.	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of certain of the Company's secured funded debt	3/31/2026
47	20954	17600 Yonge St #DD16, TORONTO, ON L3Y 4Z1, Canada	Lease Agreement for Store 20954	Eddie Bauer of Canada Corporation	Oxford Properties Retail Holdings II Inc.	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of certain of the Company's secured funded debt	3/31/2026
48	20171	2002 Park Royal S. Space 997, West Vancouver, BC V7T 2W4, Canada	Lease for Store 20171	Eddie Bauer of Canada Corporation	Park Royal Shopping Centre Holdings LTD.	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of certain of the Company's secured funded debt	3/31/2026
49	20405	2929 Barnet Highway, Coquitlam, BC V3B 5R5, Canada	Amendment to Lease for Store 20405	Eddie Bauer of Canada Corporation	Pensionfund Realty Limited	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of certain of the Company's secured funded debt	3/31/2026
50	20345	110 Place d'Orleans Dr, Space 700, ORLEANS, ON K1C 2L9, Canada	Lease for Store 20345	Eddie Bauer of Canada Corporation	Place d'Orleans Holdings INC.	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of certain of the Company's secured funded debt	4/30/2026
51	20993	390 North Front St, Belleville, ON K8P 3E1, Canada	Lease Extension for Store 20993	Eddie Bauer of Canada Corporation	Quinte Mall Holdings Inc.	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of certain of the Company's secured funded debt	3/31/2026
52	20040	12715 Wayzata Blvd Ste 2280, Minnetonka, MN 55305	Lease Extension for Store 20040	Eddie Bauer LLC	Ridgedale Center LLC	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of the Company's secured funded debt	3/31/2026
53	29101	3311 Simcoe Road 89 Ste #H40, COOKSTOWN, ON L0L 1L0, Canada	Omnibus Amendment for Store 20101	Eddie Bauer of Canada Corporation	RioCan Management Inc.	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of certain of the Company's secured funded debt	4/30/2026
54	29790	8555 Campeau Dr Unit#380, OTTAWA, ON K2T 0K5, Canada	Omnibus Amendment for Store 29790	Eddie Bauer of Canada Corporation	RioCan Management Inc.	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of certain of the Company's secured funded debt	4/30/2026
55	29790	8555 Campeau Dr Unit#380, OTTAWA, ON K2T 0K5, Canada	Booking and License Agreement for Storage Unit for Store 29790	Eddie Bauer of Canada Corporation	RioCan Management Inc.	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of certain of the Company's secured funded debt	4/30/2026

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Number	Store Number	Address	Contract to be Rejected	Debtor Entity	Rejection Counterparty	Description of Contract	Abandoned Property (If Any)	Third Party Secured Interest (If Any)	Rejection Date
56	20251	1115 Saint Louis Galleria Space 1113, St. Louis, MO 63117	Lease Extension for Store 20251	Eddie Bauer LLC	Saint Louis Galleria L.L.C.	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of the Company's secured funded debt	3/31/2026
57	29218	100 Premium Outlets Drive Suite 330, Blackwood, NJ 8012	Lease Amendment 1 for Store 29218	Eddie Bauer LLC	Simon/Preit Gloucester Development LLC	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of the Company's secured funded debt	3/31/2026
58	20650	4400 Sergeant Road, Suite 108, Sioux City, IA 51106	Lease Extension for Store 20650	Eddie Bauer LLC	Southern Hills Realty Holding LLC	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of the Company's secured funded debt	3/31/2026
59	29280	15813 State Road 535, Orlando, FL 32821	Lease Extension for Store 29280	Eddie Bauer LLC	Sutton Properties	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of the Company's secured funded debt	3/31/2026
60	29832	300 Tanger Blvd., suite 313, Branson, MO 65616	Omnibus Amendment for Store 29832	Eddie Bauer LLC	Tanger Branson, LLC	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of the Company's secured funded debt	3/31/2026
61	29786	1843 Village West Pkwy, Kansas City, KS 66111	Estoppel for Store 29786	Eddie Bauer LLC	Tanger Kansas City, LLC	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of the Company's secured funded debt	3/31/2026
62	29874	1140 Stanley K. Tanger Blvd, Lancaster, PA 17602	Omnibus Amendment for Store 29874	Eddie Bauer LLC	Tanger Properties Limited Partnership	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of the Company's secured funded debt	3/31/2026
63	29356	2200 Tanger Blvd, Suite 805, Pittsburgh, PA 15301	Omnibus Amendment for Store 29356	Eddie Bauer LLC	Tanger Properties Limited Partnership	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of the Company's secured funded debt	3/31/2026
64	29884	1770 W Main St, Riverhead, NY 11901	Omnibus Amendment for Store 29884	Eddie Bauer LLC	Tanger Properties Limited Partnership	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of the Company's secured funded debt	3/31/2026
65	29875	4015 I-35 South, Ste 640, San Marcos, TX 78666	Omnibus Amendment for Store 29875	Eddie Bauer LLC	Tanger San Marc, LLC	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of the Company's secured funded debt	3/31/2026
66	29044	6750 W Frontage Rd. Suite 321, Medford, MN 55049	Lease Extension for Store 29044	Eddie Bauer LLC	Ultra Outlets of Minnesota LLC	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of the Company's secured funded debt	3/31/2026
67	20518	4802 Valley View Blvd., Ste LB50, Roanoke, VA 24012	Lease Extension for Store 20518	Eddie Bauer LLC	Valley View Mall SPE LLC	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of the Company's secured funded debt	3/31/2026
68	20326	1551 Valley West Dr., Ste 110, West Des Moines, IA 50266	Lease Extension for Store 20326	Eddie Bauer LLC	Valley West Mall, LLC	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of the Company's secured funded debt	3/31/2026
69	29882	5001 Willows Road, Space J101, Alpine, CA 91901	Lease for Store 29882	Eddie Bauer LLC	Viejas Band of the Kumeyaay Indians	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of the Company's secured funded debt	3/31/2026
70	29243	2990 Cook Rd. Suite 113A, West Branch, MI 48661	Lease Extension for Store 29243	Eddie Bauer LLC	West Branch Realty LLC	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of the Company's secured funded debt	3/31/2026

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Number	Store Number	Address	Contract to be Rejected	Debtor Entity	Rejection Counterparty	Description of Contract	Abandoned Property (If Any)	Third Party Secured Interest (If Any)	Rejection Date
71	20010	8770 170 St NW # 1992, EDMONTON, AB T5T 4J2, Canada	Lease for Store 20010	Eddie Bauer of Canada Corporation	West Edmonton Mall Property INC.	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of certain of the Company's secured funded debt	3/31/2026
72	20010	8770 170 St NW # 1992, EDMONTON, AB T5T 4J2, Canada	Storage Space Lease for Store 20010	Eddie Bauer of Canada Corporation	West Edmonton Mall Property INC.	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of certain of the Company's secured funded debt	3/31/2026
73	20024	Woodfield Shopping Center E-329, Schaumburg, IL 60173	Lease for Store 20024	Eddie Bauer LLC	Woodfield Mall LLC	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of the Company's secured funded debt	3/31/2026

This is Exhibit "DD" referred to in the Affidavit of George Pantelis sworn by George Pantelis of the City of Nashville, in the State of Tennessee, before me at the City of Toronto, in the Province of Ontario, on April 24, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

MARLEIGH ERYN DICK

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

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

In re:

EDDIE BAUER LLC, *et al.*,

Debtors.¹

Chapter 11

Case No. 26-11422 (SLM)

(Jointly Administered)

**CERTIFICATION OF NO OBJECTION
WITH RESPECT TO THE NOTICE OF REJECTION OF
CERTAIN EXECUTORY CONTRACTS AND/OR UNEXPIRED LEASES**

MICHAEL D. SIROTA, of full age, hereby certifies as follows:

1. I am an attorney-at-law of the State of New Jersey and a member of the firm of Cole Schotz P.C. (“Cole Schotz”), co-counsel for the above-captioned debtors and debtors-in-possession (the “Debtors”).

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’ 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. On March 3, 2026, the Court entered the *Order (I) Authorizing and Approving Procedures to Reject or Assume Executory Contracts and Unexpired Leases; and (II) Granting Related Relief* [Docket No. 230] (the “Assumption and Rejection Procedures Order”) which, among other things, established procedures for the rejection of executory contracts and unexpired leases.

3. In connection with the *Notice of Rejection of Certain Executory Contracts and/or Unexpired Leases* [Docket No. 382] (the “Rejection Notice”), and pursuant to the Assumption and Rejection Procedures Order and D.N.J. LBR 9013-3(d), I submit this certification with respect to entry of the proposed *First Order Approving the Rejection of Certain Executory Contracts and/or Unexpired Leases and the Abandonment of Certain Personal Property, if Any*, attached to the Rejection Notice as Schedule 3 (the “Proposed Order”). Pursuant to the Assumption and Rejection Procedures Order, objections to the Proposed Order were due by April 11, 2026.

4. To the best of my knowledge, information, and belief, no formal or informal objections have been filed with respect to Proposed Order involving the rejection of the executory contracts and/or unexpired leases identified on Exhibit 1 attached to the Proposed Order. It is hereby respectfully requested that the Proposed Order, attached hereto as Exhibit A, be entered at the convenience of the Court.

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Dated: April 12, 2026

/s/ Michael D. Sirota

COLE SCHOTZ P.C.

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Exhibit A

Proposed Order

UNITED STATES BANKRUPTCY COURT DISTRICT OF NEW JERSEY	
Caption in Compliance with D.N.J. LBR 9004-1(b)	
KIRKLAND & ELLIS LLP KIRKLAND & ELLIS INTERNATIONAL LLP Joshua A. Sussberg, P.C. (admitted <i>pro hac vice</i>) Matthew C. Fagen, P.C. (admitted <i>pro hac vice</i>) Oliver Paré (admitted <i>pro hac vice</i>) 601 Lexington Avenue New York, New York 10022 Telephone: (212) 446-4800 Facsimile: (212) 446-4900 joshua.sussberg@kirkland.com matthew.fagen@kirkland.com oliver.pare@kirkland.com -and- COLE SCHOTZ P.C. Michael D. Sirota, Esq. Warren A. Usatine, Esq. Felice R. Yudkin, Esq. Court Plaza North, 25 Main Street Hackensack, New Jersey 07601 Telephone: (201) 489-3000 msirota@coleschotz.com wusatine@coleschotz.com fyudkin@coleschotz.com <i>Co-Counsel to the Debtors and the Debtors in Possession</i>	
In re:	Chapter 11
EDDIE BAUER LLC, <i>et al.</i> ,	Case No. 26-11422 (SLM)
Debtors. ¹	(Jointly Administered)

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’ 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.

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**FIRST ORDER APPROVING THE REJECTION
OF CERTAIN EXECUTORY CONTRACTS AND/OR UNEXPIRED
LEASES AND THE ABANDONMENT OF CERTAIN PERSONAL PROPERTY, IF ANY**

The relief set forth on the following pages, numbered three (3) through five (5), is
ORDERED.

Upon the *Order (I) Authorizing and Approving Procedures to Reject or Assume Executory Contracts and Unexpired Leases and (II) Granting Related Relief* [Docket No. 230] (the “Procedures Order”)¹ of the above-captioned debtors and debtors in possession (collectively, the “Debtors”); 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 venue of this proceeding and the matter in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Debtors having properly filed and served a Rejection Notice on each applicable party as set forth in the rejection schedule attached hereto as **Exhibit 1** (the “Rejection Schedule”) in accordance with the terms of the Procedures Order; and no timely objections having been filed to the rejection of such Contracts; and due and proper notice of the Procedures Order and the Rejection Notice having been provided to each applicable Rejection Counterparty as set forth in the Rejection Schedule such that no other notice need be provided; and after due deliberation and sufficient cause appearing therefor, **IT IS HEREBY ORDERED THAT:**

1. The Contracts listed on the Rejection Schedule attached hereto as **Exhibit 1** are rejected under section 365 of the Bankruptcy Code effective as of the later of the applicable Rejection Date or such other date as the Debtors and the applicable Rejection Counterparty agree; *provided, however,* that the effectiveness of a rejection of a Lease shall not occur until the latest to

¹ Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Procedures Order.

occur of (a) the proposed Rejection Date set forth on Exhibit 1; (b) the date the Debtors relinquish control of the premises and notify the affected landlord and such landlord's counsel (if any) in writing (e-mail being sufficient) of the Debtors' surrender of the premises and, as applicable, (i) turn over keys, key codes, and/or security codes, if any, to the affected landlord or (ii) if such keys, key codes and/or security codes, if any, are not available or providing same would be impractical, notify such affected landlord and such landlord's counsel, if any, in writing (e-mail being sufficient) that the keys, key codes, and security codes, if any, are not available or that providing same would be impractical, but that the landlord may rekey the leased premises; and (c) such other date to which the Debtors and the applicable Rejection Counterparty have agreed or as this Court may order.

2. The Debtors are authorized, but not directed, at any time on or before the applicable Rejection Date, to remove or abandon any of the Debtors' personal property that may be located on the Debtors' leased premises that are subject to a rejected Lease. The Rejection Counterparty may not interfere with Debtors' removal of any of the Debtors' personal property prior to the Rejection Date. For the avoidance of doubt, unless otherwise agreed and absent any sustained objection as it relates to property at a particular premises, all property located on the Debtors' leased premises on the Rejection Date of the applicable Lease shall be deemed abandoned pursuant to section 554 of the Bankruptcy Code, as is, effective as of the Rejection Date, *provided, however*, that the Debtors shall not abandon and shall remove all hazardous materials and known personally identifiable information prior to the Rejection Date. As of the Rejection Date, landlords may, in their sole discretion and without further notice to any party or order of this Court, utilize and/or

dispose of such property, free and clear of all liens, claims, and encumbrances, effective as of the Rejection Date, without further notice or liability to the Debtors or third parties and, to the extent applicable, the automatic stay is modified to allow such disposition.

3. Claims arising out of the rejection of Contracts, if any, must be filed on or before the later of (a) the deadline for filing proofs of claim established in these chapter 11 cases, if any, and (b) thirty days after the later to occur of (i) the effective date of such rejection and (ii) the date the Rejection Order is entered. If no proof of claim is timely filed, such claimant shall be forever barred from asserting a claim for damages arising from such rejection and from participating in any distributions on account of such claim that may be made in connection with these chapter 11 cases or otherwise.

4. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order and the rejection without further order from this Court.

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

Exhibit 1

Rejected Contracts

Number	Store Number	Address	Contract to be Rejected	Debtor Entity	Rejection Counterparty	Description of Contract ¹	Abandoned Property (If Any)	Third Party Secured Interest (If Any)	Rejection Date
1	29268	8380 Cerrillos Rd, Santa Fe, NM 87507	Lease Amendment 12 for Store 29268	Eddie Bauer LLC	8380 LLC	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of the Company's secured funded debt	3/31/2026
2	20084	3000 184th St SW Space #294, Lynnwood, WA 98037	Lease Extension for Store 20084	Eddie Bauer LLC	Alderwood Mall LLC	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of the Company's secured funded debt	3/31/2026
3	20417	293 Bay St Space #K5, TORONTO, ON P6A 1X3, Canada	Lease Amendment for Store 20417	Eddie Bauer of Canada Corporation	Algoma Central Properties Inc.	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of certain of the Company's secured funded debt	4/30/2026
4	20391	3 South Tunnel Road, Sp A-14, Asheville, NC 28805	Lease Extension for Store 20391	Eddie Bauer LLC	Asheville Mall Realty Holding LLC	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of the Company's secured funded debt	3/31/2026
5	20155	350 N. Milwaukee, #1321, Boise, ID 83704	Estoppel for Store 20155	Eddie Bauer LLC	Boise Mall, LLC	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of the Company's secured funded debt	3/31/2026
6	20681	2300 Benadette Dr., Sp 432, Columbia, MO 65203	Lease Extension for Store 20681	Eddie Bauer LLC	Brookfield Properties Retail Inc	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of the Company's secured funded debt	3/31/2026
7	29896	8 Stephen King Dr. Suite 1, Augusta, ME 4330	Lease Amendment 3 for Store 29896	Eddie Bauer LLC	Capital Augusta Properties LLC	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of the Company's secured funded debt	3/31/2026
8	20178	638 Mayfair Shopping Centre, Victoria, BC V8Z 6E3, Canada	Lease Extension for Store 20178	Eddie Bauer of Canada Corporation	Central Walk Mayfair Shopping Centre Inc.	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of certain of the Company's secured funded debt	3/31/2026
9	29881	130-5000 Canoe Pass Way, SURREY, BC V4M 0B3, Canada	Lease for Store 29881	Eddie Bauer of Canada Corporation	Central Walk Tsawwassen Mills Inc.	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of certain of the Company's secured funded debt	3/31/2026
10	29881	130-5000 Canoe Pass Way, SURREY, BC V4M 0B3, Canada	Storage Space Lease for Store 29881	Eddie Bauer of Canada Corporation	Central Walk Tsawwassen Mills Inc.	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of certain of the Company's secured funded debt	3/31/2026
11	20945	102-6631 Island Hwy North #80, Nanaimo, BC V9T 4T7, Canada	Lease Extension for Store 20945	Eddie Bauer of Canada Corporation	Central Walk Woodgrove Shopping Centre Inc.	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of certain of the Company's secured funded debt	3/31/2026
12	29423	1404 Lum Road, Centralia, WA 98531	Lease Amendment 3 for Store 29423	Eddie Bauer LLC	Centralia Outlets LLC	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of the Company's secured funded debt	3/31/2026

¹ The inclusion of a Contract on this list does not constitute an admission as to the executory or non-executory nature of the Contract or as to the existence or validity of any claims held by the counterparty or counterparties to such Contract.

Number	Store Number	Address	Contract to be Rejected	Debtor Entity	Rejection Counterparty	Description of Contract	Abandoned Property (If Any)	Third Party Secured Interest (If Any)	Rejection Date
13	20918	999 Upper Wentworth Street, Unit 411, Hamilton, ON L9A 4X5, Canada	Lease Extension for Store 20918	Eddie Bauer of Canada Corporation	CF/Realty Holdings Inc.	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of certain of the Company's secured funded debt	3/31/2026
14	20520	32 Karl Frasher Rd CRU J10, TORONTO, ON M3C 3R6, Canada	Lease Extension for Store 20520	Eddie Bauer of Canada Corporation	CF/Realty Holdings Inc.	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of certain of the Company's secured funded debt	3/31/2026
15	20515	477 Paul St., Sp W4, Dieppe, NB E1A 4X5, Canada	Lease Extension for Store 20515	Eddie Bauer of Canada Corporation	Champlain Place (Moncton) Limited Partnership	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of certain of the Company's secured funded debt	3/31/2026
16	20026	12000 SE 82nd Avenue, Suite 2076, Portland, OR 97086	Lease for Store 20026	Eddie Bauer LLC	Clackamas Mall LLC	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of the Company's secured funded debt	3/31/2026
17	29225	1414 Fording Island Rd Ste G-140, Blufton, SC 29910	Omnibus Amendment for Store 29225	Eddie Bauer LLC	COROC/Hilton Head II LLC	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of the Company's secured funded debt	3/31/2026
18	29495	120 Laconia Rd., Ste 225, Tilton, NH 3276	Omnibus Amendment for Store 29495	Eddie Bauer LLC	COROC/Lakes Region LLC	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of the Company's secured funded debt	3/31/2026
19	29764	4620 Factory Store Blvd, Myrtle Beach, SC 29579	Omnibus Amendment for Store 29764	Eddie Bauer LLC	COROC/Myrtle Beach LLC	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of the Company's secured funded debt	3/31/2026
20	29893	2601 S McKenzie St Ste 260, Foley, AL 36535	Omnibus Amendment for Store 29893	Eddie Bauer LLC	COROC/Riviera LLC	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of the Company's secured funded debt	3/31/2026
21	20869	961 Baltimore Pike, Concord Township, PA 19342	Lease Extension for Store 20869	Eddie Bauer LLC	CPBP-VII Associates LP	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of the Company's secured funded debt	3/31/2026
22	29496	145A Stephens Wy, Silverthorne, CO 80498	Lease Extension for Store 29496	Eddie Bauer LLC	Craig Realty Group	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of the Company's secured funded debt	3/31/2026
23	20911	8251 Flying Cloud Drive, Space #1136, Eden Prairie, MN 55344	Lease Extension for Store 20911	Eddie Bauer LLC	Eden Prairie Center LLC	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of the Company's secured funded debt	3/31/2026
24	29452	455 Trolley Line Boulevard Suite 280, Mashantucket, CT 6338	Omnibus Amendment for Store 29452	Eddie Bauer LLC	Fashion Outlets at Foxwoods LLC	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of the Company's secured funded debt	3/31/2026
25	20301	4301 West Wisconsin Ave #128, Appleton, WI 54913	Lease for Store 20301	Eddie Bauer LLC	Fox River Shopping Center, LLC	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of the Company's secured funded debt	3/31/2026
26	20099	364 Maine Mall Road, Space E-113, S. Portland, ME 4106	Lease Extension for Store 20099	Eddie Bauer LLC	GGP-Maine Mall LLC	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of the Company's secured funded debt	3/31/2026
27	20412	1254 Government St., VICTORIA, BC V8W 1Y3, Canada	Lease Renewal for Store 20412	Eddie Bauer of Canada Corporation	His Majesty the King, c/o Brookfield Global Integrated Solutions	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of certain of the Company's secured funded debt	3/31/2026

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Number	Store Number	Address	Contract to be Rejected	Debtor Entity	Rejection Counterparty	Description of Contract	Abandoned Property (If Any)	Third Party Secured Interest (If Any)	Rejection Date
28	29311	210 Gasser Road Spc 581, Wisconsin Dells, WI 53913	Lease Amendment for Store 29311	Eddie Bauer LLC	Horizon Group Properties Inc.	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of the Company's secured funded debt	3/31/2026
29	29233	1 Bass Pro Dr. Ste 713, Vaughan, ON L4K 5W4, Canada	Lease Extension for Store 29233	Eddie Bauer of Canada Corporation	Ivanhoe Cambridge II Inc.	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of certain of the Company's secured funded debt	3/31/2026
30	29264	300 Taylor Rd Unit#317 Bldg 300, Niagara-on-the-Lake, ON L0S 1J0, Canada	Lease Extension for Store 29264	Eddie Bauer of Canada Corporation	Jones Lang LaSalle Real Estate Services Inc.	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of certain of the Company's secured funded debt	3/31/2026
31	20007	109th and Princess Elizabeth Ave Spc 628, Edmonton, AB T5G 3A6, Canada	Lease for Store 20007	Eddie Bauer of Canada Corporation	Kingsway Garden Holdings INC.	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of certain of the Company's secured funded debt	3/31/2026
32	20703	100 Bayshore Dr., NEPEAN, ON K2B 8C1, Canada	Lease Renewal for Store 20703	Eddie Bauer of Canada Corporation	KS Bayshore Inc.	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of certain of the Company's secured funded debt	3/31/2026
33	20380	4444 First Ave NE #124, Cedar Rapids, IA 52402	Lease Extension for Store 20380	Eddie Bauer LLC	Lindale Mall Realty Holding LLC	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of the Company's secured funded debt	3/31/2026
34	29128	1475 N Burkhardt Rd, Howell, MI 48855	Estoppel for Store 29128	Eddie Bauer LLC	Loymax Stern, LS Howell LLC	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of the Company's secured funded debt	3/31/2026
35	29018	4540 Highway 54, Suite J1, Osage Beach, MO 65065	Master Amendment for Store 29018	Eddie Bauer LLC	M.S. Management Associates Inc.	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of the Company's secured funded debt	3/31/2026
36	20936	3625 Shaganappi Trail NW #40R, CALGARY, AB T3A 0E2, Canada	Lease Extension for Store 20936	Eddie Bauer of Canada Corporation	Market Mall Leaseholds Inc.	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of certain of the Company's secured funded debt	3/31/2026
37	20064	2500 North Mayfair Road, Sp 432, Wauwatosa, WI 53226	Lease Extension for Store 20064	Eddie Bauer LLC	Mayfair Mall, LLC	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of the Company's secured funded debt	3/31/2026
38	20406	21 Mic Mac Blvd., Sp 137A, Dartmouth, NS B3A 4N3, Canada	Lease Extension for Store 20406	Eddie Bauer of Canada Corporation	Mic Mac Mall Limited Partnership	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of certain of the Company's secured funded debt	3/31/2026
39	29214	3001 S. Washburn, Ste #E-80, Oshkosh, WI 54904	Lease Extension for Store 29214	Eddie Bauer LLC	Mid America Real Estate-Wisconsin LLC	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of the Company's secured funded debt	3/31/2026
40	20404	21 1st Ave. S., SASKATOON, SK S7K 1J9, Canada	Renewal Agreement for Store 20404	Eddie Bauer of Canada Corporation	Midtown Plaza INC.	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of certain of the Company's secured funded debt	4/30/2026
41	20440	248 Montgomery Mall Space 2128, North Wales, PA 19454	Lease Extension for Store 20440	Eddie Bauer LLC	Montgomery Mall Realty Holding LLC	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of the Company's secured funded debt	3/31/2026

Number	Store Number	Address	Contract to be Rejected	Debtor Entity	Rejection Counterparty	Description of Contract	Abandoned Property (If Any)	Third Party Secured Interest (If Any)	Rejection Date
42	29237	2441 N Maize Rd, Ste 805, Wichita, KS 67205	Lease Extension for Store 29237	Eddie Bauer LLC	Newmarket Square LTD	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of the Company's secured funded debt	3/31/2026
43	29463	1699 Hwy 273, Anderson, CA 96007	Lease Extension for Store 29463	Eddie Bauer LLC	Northwest Asset Management Co.	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of the Company's secured funded debt	3/31/2026
44	20397	4800 Golf Rd, Space 822, Eau Claire, WI 54701	Amendment for Store 20397	Eddie Bauer LLC	Oakwood Hills Mall, LLC	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of the Company's secured funded debt	3/31/2026
45	29266	1440 Central Ave, Colonie, NY 12205	Lease Extension for Store 29266	Eddie Bauer LLC	Olshan Properties	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of the Company's secured funded debt	3/31/2026
46	20487	6455 McCloud Trail SW Space 1229, Calgary, AB T2H 0K8, Canada	Lease Extension for Store 20487	Eddie Bauer of Canada Corporation	ONTREA INC.	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of certain of the Company's secured funded debt	3/31/2026
47	20954	17600 Yonge St #DD16, TORONTO, ON L3Y 4Z1, Canada	Lease Agreement for Store 20954	Eddie Bauer of Canada Corporation	Oxford Properties Retail Holdings II Inc.	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of certain of the Company's secured funded debt	3/31/2026
48	20171	2002 Park Royal S. Space 997, West Vancouver, BC V7T 2W4, Canada	Lease for Store 20171	Eddie Bauer of Canada Corporation	Park Royal Shopping Centre Holdings LTD.	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of certain of the Company's secured funded debt	3/31/2026
49	20405	2929 Barnet Highway, Coquitlam, BC V3B 5R5, Canada	Amendment to Lease for Store 20405	Eddie Bauer of Canada Corporation	Pensionfund Realty Limited	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of certain of the Company's secured funded debt	3/31/2026
50	20345	110 Place d'Orleans Dr, Space 700, ORLEANS, ON K1C 2L9, Canada	Lease for Store 20345	Eddie Bauer of Canada Corporation	Place d'Orleans Holdings INC.	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of certain of the Company's secured funded debt	4/30/2026
51	20993	390 North Front St, Belleville, ON K8P 3E1, Canada	Lease Extension for Store 20993	Eddie Bauer of Canada Corporation	Quinte Mall Holdings Inc.	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of certain of the Company's secured funded debt	3/31/2026
52	20040	12715 Wayzata Blvd Ste 2280, Minnetonka, MN 55305	Lease Extension for Store 20040	Eddie Bauer LLC	Ridgedale Center LLC	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of the Company's secured funded debt	3/31/2026
53	29101	3311 Simcoe Road 89 Ste #H40, COOKSTOWN, ON L0L 1L0, Canada	Omnibus Amendment for Store 20101	Eddie Bauer of Canada Corporation	RioCan Management Inc.	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of certain of the Company's secured funded debt	4/30/2026
54	29790	8555 Campeau Dr Unit#380, OTTAWA, ON K2T 0K5, Canada	Omnibus Amendment for Store 29790	Eddie Bauer of Canada Corporation	RioCan Management Inc.	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of certain of the Company's secured funded debt	4/30/2026
55	29790	8555 Campeau Dr Unit#380, OTTAWA, ON K2T 0K5, Canada	Booking and License Agreement for Storage Unit for Store 29790	Eddie Bauer of Canada Corporation	RioCan Management Inc.	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of certain of the Company's secured funded debt	4/30/2026

Number	Store Number	Address	Contract to be Rejected	Debtor Entity	Rejection Counterparty	Description of Contract	Abandoned Property (If Any)	Third Party Secured Interest (If Any)	Rejection Date
56	20251	1115 Saint Louis Galleria Space 1113, St. Louis, MO 63117	Lease Extension for Store 20251	Eddie Bauer LLC	Saint Louis Galleria L.L.C.	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of the Company's secured funded debt	3/31/2026
57	29218	100 Premium Outlets Drive Suite 330, Blackwood, NJ 8012	Lease Amendment 1 for Store 29218	Eddie Bauer LLC	Simon/Preit Gloucester Development LLC	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of the Company's secured funded debt	3/31/2026
58	20650	4400 Sergeant Road, Suite 108, Sioux City, IA 51106	Lease Extension for Store 20650	Eddie Bauer LLC	Southern Hills Realty Holding LLC	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of the Company's secured funded debt	3/31/2026
59	29280	15813 State Road 535, Orlando, FL 32821	Lease Extension for Store 29280	Eddie Bauer LLC	Sutton Properties	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of the Company's secured funded debt	3/31/2026
60	29832	300 Tanger Blvd., suite 313, Branson, MO 65616	Omnibus Amendment for Store 29832	Eddie Bauer LLC	Tanger Branson, LLC	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of the Company's secured funded debt	3/31/2026
61	29786	1843 Village West Pkwy, Kansas City, KS 66111	Estoppel for Store 29786	Eddie Bauer LLC	Tanger Kansas City, LLC	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of the Company's secured funded debt	3/31/2026
62	29874	1140 Stanley K. Tanger Blvd, Lancaster, PA 17602	Omnibus Amendment for Store 29874	Eddie Bauer LLC	Tanger Properties Limited Partnership	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of the Company's secured funded debt	3/31/2026
63	29356	2200 Tanger Blvd, Suite 805, Pittsburgh, PA 15301	Omnibus Amendment for Store 29356	Eddie Bauer LLC	Tanger Properties Limited Partnership	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of the Company's secured funded debt	3/31/2026
64	29884	1770 W Main St, Riverhead, NY 11901	Omnibus Amendment for Store 29884	Eddie Bauer LLC	Tanger Properties Limited Partnership	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of the Company's secured funded debt	3/31/2026
65	29875	4015 I-35 South, Ste 640, San Marcos, TX 78666	Omnibus Amendment for Store 29875	Eddie Bauer LLC	Tanger San Marc, LLC	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of the Company's secured funded debt	3/31/2026
66	29044	6750 W Frontage Rd. Suite 321, Medford, MN 55049	Lease Extension for Store 29044	Eddie Bauer LLC	Ultra Outlets of Minnesota LLC	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of the Company's secured funded debt	3/31/2026
67	20518	4802 Valley View Blvd., Ste LB50, Roanoke, VA 24012	Lease Extension for Store 20518	Eddie Bauer LLC	Valley View Mall SPE LLC	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of the Company's secured funded debt	3/31/2026
68	20326	1551 Valley West Dr., Ste 110, West Des Moines, IA 50266	Lease Extension for Store 20326	Eddie Bauer LLC	Valley West Mall, LLC	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of the Company's secured funded debt	3/31/2026
69	29882	5001 Willows Road, Space J101, Alpine, CA 91901	Lease for Store 29882	Eddie Bauer LLC	Viejas Band of the Kumeyaay Indians	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of the Company's secured funded debt	3/31/2026
70	29243	2990 Cook Rd. Suite 113A, West Branch, MI 48661	Lease Extension for Store 29243	Eddie Bauer LLC	West Branch Realty LLC	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of the Company's secured funded debt	3/31/2026

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Number	Store Number	Address	Contract to be Rejected	Debtor Entity	Rejection Counterparty	Description of Contract	Abandoned Property (If Any)	Third Party Secured Interest (If Any)	Rejection Date
71	20010	8770 170 St NW # 1992, EDMONTON, AB T5T 4J2, Canada	Lease for Store 20010	Eddie Bauer of Canada Corporation	West Edmonton Mall Property INC.	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of certain of the Company's secured funded debt	3/31/2026
72	20010	8770 170 St NW # 1992, EDMONTON, AB T5T 4J2, Canada	Storage Space Lease for Store 20010	Eddie Bauer of Canada Corporation	West Edmonton Mall Property INC.	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of certain of the Company's secured funded debt	3/31/2026
73	20024	Woodfield Shopping Center E-329, Schaumburg, IL 60173	Lease for Store 20024	Eddie Bauer LLC	Woodfield Mall LLC	Lease	Miscellaneous FF&E, including signage, display units, etc.	The holders of the Company's secured funded debt	3/31/2026

This is Exhibit "EE" referred to in the Affidavit of George Pantelis sworn by George Pantelis of the City of Nashville, in the State of Tennessee, before me at the City of Toronto, in the Province of Ontario, on April 24, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

MARLEIGH ERYN DICK

LSO# 79390S



Order Filed on April 16, 2026
by Clerk,
U.S. Bankruptcy Court
District of New Jersey

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

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

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*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)

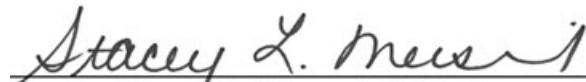
(Jointly Administered)

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' 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.

**ORDER GRANTING DEBTORS' MOTION FOR ENTRY OF AN
ORDER (A) APPROVING THE (I) OMNIBUS CLAIMS OBJECTION
PROCEDURES AND FORM OF NOTICE, (II) OMNIBUS SUBSTANTIVE
CLAIMS OBJECTIONS, AND (III) SATISFACTION PROCEDURES
AND FORM OF NOTICE AND (B) WAIVING BANKRUPTCY RULE 3007(e)**

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

DATED: April 16, 2026


Honorable Stacey L. Meisel
United States Bankruptcy Judge

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Debtors: EDDIE BAUER LLC, *et al.*
Case No. 26-11422 (SLM)
Caption of Order: Order Granting Debtors' Motion for Entry of an Order (A) Approving (I) Omnibus Claims Objection Procedures and Form of Notice, (II) Omnibus Substantive Claims Objections, and (III) Satisfaction Procedures and Form of Notice and (B) Waiving Bankruptcy Rule 3007(e)

Upon the Debtors' motion (the "Motion")² for entry of an order (this "Order"): (a) approving the objection procedures described in the Motion; (b) authorizing the Debtors to assert substantive objections to Claims, including requests for payment of Administrative Claims, in an omnibus format pursuant to Rules 3007(c) and (d) of the Bankruptcy Rules; (c) approving the satisfaction procedures and form of notice described herein; and (d) waiving Bankruptcy Rule 3007(e)(6), 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** as set forth herein.

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Debtors: EDDIE BAUER LLC, *et al.*
Case No. 26-11422 (SLM)
Caption of Order: Order Granting Debtors' Motion for Entry of an Order (A) Approving (I) Omnibus Claims Objection Procedures and Form of Notice, (II) Omnibus Substantive Claims Objections, and (III) Satisfaction Procedures and Form of Notice and (B) Waiving Bankruptcy Rule 3007(e)

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

3. Notwithstanding anything to the contrary in the Bankruptcy Code, the Bankruptcy Rules, or the Local Rules, and pursuant to Bankruptcy Rule 3007(c), the Debtors may, jointly or separately, file Omnibus Objections that include objections to Claims (including requests for payment of Administrative Claims) on any basis provided for in Bankruptcy Rule 3007(d) and/or the Additional Grounds.

4. The Debtors may file and prosecute any Omnibus Objections in accordance with the Objection Procedures substantially in the form attached hereto as **Exhibit 1**, which are approved, and the other procedural safeguards set forth in Bankruptcy Rule 3007(e)(1)–(5). Notwithstanding anything to the contrary in the Bankruptcy Code, the Bankruptcy Rules, or the Local Rules, the Debtors may object to more than 100 Claims in a single Omnibus Objection or Notice of Satisfaction on any of the bases set forth in Bankruptcy Rule 3007(d) and/or the Additional Grounds. The Debtors may include scheduled Claims in Omnibus Objections.

5. The form of Objection Notice substantially in the form attached hereto as **Exhibit 2** is approved. The Debtors are authorized to send Objection Notices via first-class mail or e-mail in accordance with the Objection Procedures.

6. The Satisfaction Procedures substantially in the form attached hereto as **Exhibit 3** are approved.

7. The form of Notice of Satisfaction substantially in the form attached hereto as **Exhibit 4** is approved. The Debtors are authorized to send Notices of Satisfaction via first-class

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Debtors: EDDIE BAUER LLC, *et al.*
Case No. 26-11422 (SLM)
Caption of Order: Order Granting Debtors' Motion for Entry of an Order (A) Approving (I) Omnibus Claims Objection Procedures and Form of Notice, (II) Omnibus Substantive Claims Objections, and (III) Satisfaction Procedures and Form of Notice and (B) Waiving Bankruptcy Rule 3007(e)

mail or e-mail in accordance with the Satisfaction Procedures that notify certain claimants of the Debtors' belief that those Claims have been satisfied in full and will be expunged from the Claims Register absent a timely response from the Claim holder. If no timely response is received from the recipient of the Notice of Satisfaction, the Debtors or Stretto Inc. (the "Claims and Noticing Agent") acting on the Debtors' behalf are authorized to expunge such Claim from the Claims Register, and such recipient shall not be treated as a creditor with respect to the Claim for purposes of distribution.

8. Nothing contained herein is intended or should be construed to modify the terms of the Plan or any order of this Court confirming the Plan. Further, this Order shall not modify any rights, responsibilities, deadlines or procedures addressed in the Plan or any of the documents contemplated under the Plan.

9. Unless otherwise modified by any order of this Court, this Order shall remain in full force and effect and shall apply to any successor or successors to the Debtors after the effective date of the Plan responsible for winding down the Debtors' estates and implementing the terms of the Plan in the same manner as it applies to the Debtors.

10. Notwithstanding anything to the contrary herein, nothing contained in the Motion or any actions taken pursuant to this 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

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Debtors: EDDIE BAUER LLC, *et al.*
Case No. 26-11422 (SLM)
Caption of Order: Order Granting Debtors' Motion for Entry of an Order (A) Approving (I) Omnibus Claims Objection Procedures and Form of Notice, (II) Omnibus Substantive Claims Objections, and (III) Satisfaction Procedures and Form of Notice and (B) Waiving Bankruptcy Rule 3007(e)

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 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.

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

Notwithstanding any Bankruptcy Rule to the contrary, the terms and conditions of this Order are immediately effective and enforceable upon its entry.

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

Exhibit 1

Objection Procedures

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

<p>In re:</p> <p>EDDIE BAUER LLC, <i>et al.</i>,</p> <p style="text-align: center;">Debtors.¹</p>	<p>Chapter 11</p> <p>Case No. 26-11422 (SLM)</p> <p>(Jointly Administered)</p>
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PROCEDURES FOR FILING AND SERVING OMNIBUS CLAIMS OBJECTIONS

On [], 2026, the United States Bankruptcy Court for the District of New Jersey (the “Court”) entered the *Order Granting Debtors’ Motion for Entry of an Order (A) Approving (I) Omnibus Claims Objection Procedures and Form of Notice, (II) Omnibus Substantive Claims Objections, and (III) Satisfaction Procedures and Form of Notice and (B) Waiving Bankruptcy Rule 3007(e)* [Docket No. []] (the “Order”)² in the above referenced chapter 11 cases. Among other things, the Order approved these omnibus objection procedures.

Omnibus Objections

1. Grounds for Omnibus Objections. In addition to those grounds expressly set forth in Bankruptcy Rule 3007(d), the above-captioned debtors and debtors in possession (collectively, the “Debtors”), may file omnibus objections (each, an “Omnibus Objection”) to Claims on the grounds that such Claims, in part or in whole:

- a. are inconsistent with the Debtors’ books and records;
- b. fail to specify the asserted claim amount (or only list the claim amount as “unliquidated”);
- c. fail to sufficiently specify the basis for the claim or provide sufficient supporting documentation in support of such claim;
- d. seek recovery of amounts for which the Debtors are not liable;
- e. are classified incorrectly or improperly;

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

- f. are disallowed pursuant to section 502 of the Bankruptcy Code;
- g. have been satisfied in full by a party that is not a Debtor;
- h. are disallowed pursuant to, or are asserted in an amount, priority, or on terms that are otherwise inconsistent with any chapter 11 plan confirmed in these chapter 11 cases;
- i. are subject to satisfaction by one or more of the Debtors' insurers with a legal obligation to satisfy such claim; and
- a. have been withdrawn formally by the claimant pursuant to either a pleading or an order of the Court.

2. Form of Omnibus Objection. Each Omnibus Objection will be numbered consecutively regardless of basis.

3. Supporting Documentation. To the extent appropriate, an affidavit or declaration may be provided in connection with an Omnibus Objection from a party with knowledge of the Debtors' books and records and the manner in which they are maintained that states that such party has reviewed the Claims included therein and applicable supporting information and documentation provided therewith, made reasonable efforts to research the Claim on the Debtors' books and records, and determined that the books and records do not reflect the debt or the amount of debt that is alleged in the Claim.

4. Claims Exhibits. An exhibit or exhibits listing the Claims that are subject to the particular Omnibus Objection will be attached thereto. Each exhibit will include only the Claims for which there is a common basis for the objection. Claims that have more than one basis for objection may appear on only one exhibit with reference to all of the bases for objecting to the Claims. The Debtors' right to object to a Claim on an additional basis or bases will not be waived if such Claim has been included on an exhibit to either a previous or the same Omnibus Objection. The exhibits will include the following information and will be alphabetized based on claimant:

- a. the Claims that are the subject of the Omnibus Objection and, if applicable, the Proof of Claim number(s) or schedule number(s) related thereto from the Claims Register without disclosing personally identifiable information;
- b. the asserted amount of the Claim, if applicable;
- c. the grounds for the Omnibus Objection;
- d. a cross-reference to the section in the Omnibus Objection discussing such Claim; and
- e. other information, as applicable, including (i) the proposed classification of Claims the Debtors seek to reclassify, (ii) the reduced Claim amount(s) of Claims the Debtors seek to reduce, or (iii) the surviving Claims, if any, of groups of Claims the Debtors seek to expunge.

5. Objection Notice. An objection notice, substantially in the form attached to the Order as Exhibit 2 (the “Objection Notice”) and containing all information included in the standard form pursuant to Local Rule 3007-2, will accompany each Omnibus Objection to address a particular creditor, Claim, or objection and will include the following:

- a. a description of the basic nature of the Omnibus Objection;
- b. information to claimants that their rights may be affected by the Omnibus Objection and that failure to file a response may result in the Omnibus Objection being granted as to the claimant’s Claim;
- c. procedures for filing a written response (each, a “Response”) to the objection, including all relevant dates and deadlines related thereto;
- d. the hearing date, if applicable, and related information; and
- e. a description of how copies of Proofs of Claim, the Omnibus Objection, and other pleadings filed in the Debtors’ chapter 11 cases may be obtained.

6. Notice and Service. Each Omnibus Objection will be filed with the Court and served upon (a) the affected claimant party set forth on the Proof of Claim or their respective attorney of record, (b) the U.S. Trustee, and (c) parties that have filed a request for service of papers under Bankruptcy Rule 2002.

7. Omnibus Hearings. Each Omnibus Objection shall be set for hearing no less than thirty (30) days after service of the Omnibus Objection (the “Hearing”). The Debtors may request at the Hearing that the Court enter an order granting the Omnibus Objection with respect to each Claim subject to the Omnibus Objection when either (a) no Response has been filed in accordance with the proposed response procedures with respect to the Claim(s) or (b) a Response has been filed in accordance with the proposed response procedures with respect to the Claim(s), but such Response has been resolved prior to the Hearing. If a Response to an objection to a Claim cannot be resolved and a hearing is determined to be necessary, the Debtors shall file with the Court and serve on the affected claimant(s) a notice of the hearing to the extent the Debtors did not file a notice of hearing previously. The Debtors may adjourn Hearings regarding Omnibus Objections to subsequent hearing dates without further order of the Court in the Debtors’ sole discretion so long as notice is provided to the affected claimant(s).

8. Contested Matter. Each Claim subject to an Omnibus Objection along with any Responses thereto shall constitute a separate contested matter as contemplated in Bankruptcy Rule 9014, and any order that the Court may enter with respect to an Omnibus Objection will be deemed a separate order with respect to such Claim. The Debtors may, in their discretion and in accordance with other orders of this Court or the provisions of the Bankruptcy Code and the Bankruptcy Rules, settle the priority, amount, and validity of such contested Claims without any further notice to or action, order, or approval of the Court.

Responses to Omnibus Objections

9. Resolving Objections. Certain of the Debtors’ advisors will be available to work

with the applicable Claim holders to discuss and resolve a any Objection consensually without the need for filing a formal response or attending a hearing. Such Claim holders may contact the Debtors' co-counsel, Kirkland & Ellis LLP, Attn.: Oliver Paré (oliver.pare@kirkland.com) and Nathan Felton (nathan.felton@kirkland.com) and Cole Schotz P.C., Attn.: Felice R. Yudkin (fyudkin@coleschotz.com) and Andreas D. Milliaressis (amilliaressis@coleschotz.com) via e-mail within ten (10) calendar days after the date of the relevant Objection Notice or such other date as the Debtors may agree in writing (e-mail being sufficient).

10. Parties Required to File a Response. Any party who disagrees with an Omnibus Objection that cannot otherwise be resolved is required to file a Response in accordance with the procedures set forth herein. If a claimant whose Claim is subject to an Omnibus Objection does not file and serve a Response in compliance with the procedures below, the Court may grant the Omnibus Objection with respect to such Claim without further notice to the claimants.

11. Response Contents. Each Response must contain the following (at a minimum):

- a. a caption stating the name of the Court, the name of the Debtor, the case number, the title of the Omnibus Objection to which the Response is directed, and, if applicable, the Proof of Claim number(s) related thereto from the Claims Register;
- b. a concise statement setting forth the reasons why the Court should not grant the Omnibus Objection with respect to such Claim, including the factual and legal bases upon which the claimant will rely in opposing the Omnibus Objection;
- c. a copy of any other documentation or other evidence of the Claim, to the extent not already included with the Proof of Claim (if applicable), upon which the claimant will rely in opposing the Omnibus Objection; *provided, however,* that the claimant need not disclose confidential, proprietary, or otherwise protected information in the Response; *provided further, however,* that the claimant shall disclose to the Debtors all information and provide copies of all documents that the claimant believes to be confidential, proprietary, or otherwise protected and upon which the claimant intends to rely in support of its Claim, subject to appropriate confidentiality constraints; and
- d. the following contact information for the responding party:
 - i. the name, address, telephone number, and e-mail address of the responding claimant or the claimant's attorney or designated representative to whom the attorneys for the Debtors should serve a reply to the Response, if any; or
 - ii. the name, address, telephone number, and e-mail address of the party with authority to reconcile, settle, or otherwise resolve the Omnibus Objection on the claimant's behalf.

12. Filing and Serving the Response. A Response will be deemed timely only if it is filed with the Court and served on all of the following parties (the “Notice Parties”) so as to be actually received **by or before 4:00 p.m. (prevailing Eastern Time) on the day that is seven (7) calendar days before the Hearing on the Omnibus Objection(s) and Response(s)** (the “Response Deadline”), unless the Debtors consent to an extension in writing:

- a. Debtors’ Co-counsel. Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn: Oliver Paré (oliver.pare@kirkland.com) and Nathan Felton (nathan.felton@kirkland.com);
- b. Debtors’ Co-Counsel. Cole Schotz, P.C., Court Plaza North, 25 Main Street, Hackensack, New Jersey 07601, Attn: Felice R. Yudkin, Esq. (fyudkin@coleschotz.com) and Andreas D. Milliaressis, Esq. (amilliaressis@coleschotz.com); and
- c. U.S. Trustee. Office of the United States Trustee for the District of New Jersey, One Newark Center, 1085 Raymond Boulevard, Suite 2100, Newark, New Jersey 07102, Attn: Fran Steele (fran.b.steele@usdoj.gov) and David Gerardi (david.gerardi@usdoj.gov).

13. Discovery. If the Debtors determine that discovery is necessary in advance of a hearing on an Omnibus Objection, the Debtors will serve notice on the affected claimant and its counsel of record that the scheduled hearing will be treated as a status conference during which the parties will request that the Court issue a scheduling order to facilitate dismissal or resolution of the litigation. Such notice may be incorporated into the initial agenda letter for the hearing or may be provided in a separate notice.

14. Failure to Respond. A Response that is not filed with the Court and served on the Notice Parties before the Response Deadline or such other date as agreed with the Debtors in accordance with the procedures set forth herein may not be considered at the Hearing before the Court. **Absent reaching an agreement with the Debtors resolving the Omnibus Objection to a Claim, failure to both file and serve a Response timely as set forth herein may result in the Court granting the Omnibus Objection without further notice or hearing.** Affected creditors will be served with such order once it has been entered.

15. Reply to a Response. The Debtors shall be permitted to file a reply or omnibus reply to any Response or multiple responses, as applicable, no later than two (2) business days before the hearing with respect to the relevant Omnibus Objection.

Miscellaneous

16. Additional Information. Copies of these procedures, the Order, the Motion, or any other pleadings filed in the Debtors’ chapter 11 cases are available for free online at <https://cases.stretto.com/EddieBauer>. Copies of any of the documents filed in the Debtors’ chapter 11 cases may also be obtained for a fee via PACER at www.njb.uscourts.gov.

17. Reservation of Rights. NOTHING IN ANY NOTICE SHALL BE DEEMED TO CONSTITUTE A WAIVER OF ANY RIGHTS OF THE DEBTORS TO DISPUTE ANY

CLAIMS, ASSERT COUNTERCLAIMS, RIGHTS OF OFFSET OR RECOUPMENT, DEFENSES, OBJECT TO ANY CLAIMS ON ANY GROUNDS NOT PREVIOUSLY RAISED IN AN OBJECTION (UNLESS THE COURT HAS ALLOWED THE CLAIM OR ORDERED OTHERWISE), OR SEEK TO ESTIMATE ANY CLAIM AT A LATER DATE. AFFECTED PARTIES WILL BE PROVIDED APPROPRIATE NOTICE THEREOF AT SUCH TIME.

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Exhibit 2

Objection Notice

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

In re:

EDDIE BAUER LLC, *et al.*,

Debtors.¹

Chapter 11

Case No. 26-11422 (SLM)

Hearing Date and Time:

_____, 2026, at __:00 .m. (ET)

(Jointly Administered)

NOTICE OF OBJECTION TO YOUR CLAIM

YOU SHOULD LOCATE YOUR REFERENCE NUMBER OR CLAIM NUMBER AND YOUR CLAIM(S) ON THE SCHEDULES ATTACHED HERETO. PLEASE TAKE NOTICE THAT YOUR CLAIM(S) MAY BE DISALLOWED, EXPUNGED, RECLASSIFIED, REDUCED, OR OTHERWISE AFFECTED AS A RESULT OF THE OBJECTION. THEREFORE, PLEASE READ THIS NOTICE AND THE ACCOMPANYING OBJECTION VERY CAREFULLY AND DISCUSS THEM WITH YOUR ATTORNEY. IF YOU DO NOT HAVE AN ATTORNEY, YOU MAY WISH TO CONSULT ONE.

IF YOU HAVE QUESTIONS OR WISH TO RESPOND TO THIS NOTICE, PLEASE CONTACT THE DEBTORS' CO-COUNSEL:

**OLIVER PARÉ
(332) 225-6109**

OLIVER.PARE@KIRKLAND.COM

**NATHAN FELTON
(212) 341-7512**

NATHAN.FELTON@KIRKLAND.COM

**FELICE R. YUDKIN, ESQ.
(201) 525-6261**

FYUDKIN@COLESCHOTZ.COM

**ANDREAS D. MILLIARESSIS, ESQ.
(201) 525-6257**

AMILLIARESSIS@COLESCHOTZ.COM

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' 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.

PLEASE TAKE NOTICE that the above-captioned debtors and debtors in possession (collectively, the “Debtors”), are objecting to your Claim(s)² pursuant to the attached objection (the “Objection”).

Important Information Regarding the Objection

Grounds for the Objection. Pursuant to the Objection, the Debtors are seeking to [disallow/expunge/reclassify/reduce] your Claim(s) listed in the table at the end of this notice on the grounds provided therein. The Claim(s) subject to the Objection may be found on the schedules attached to the Objection, a copy of which has been provided with this notice.

Objection Procedures. On [___], 2026, the United States Bankruptcy Court for the District of New Jersey (the “Court”) entered an order [Docket No. ___] (the “Order”) approving procedures for filing and resolving objections to Claims asserted against the Debtors in their chapter 11 cases (the “Objection Procedures”), which are attached to the Order at Exhibit 1. ***Please review the Objection Procedures carefully to ensure your response to the Objection, if any, is filed and served timely and correctly. You may obtain a copy of the Order as set forth in the Additional Information section below.***

Resolving the Objection(s) to Your Claim(s)

1. Resolving Objections. If you choose to object, certain of the Debtors’ advisors will be available to work with you and discuss and resolve such Objection consensually without the need for filing a formal response or attending a hearing. Please contact the Debtors’ co-counsel, Kirkland & Ellis LLP, Attn.: Oliver Paré (oliver.pare@kirkland.com) and Nathan Felton (nathan.felton@kirkland.com) and Cole Schotz P.C., Attn.: Felice R. Yudkin (fyudkin@coleschotz.com) and Andreas D. Milliaressis (amilliaressis@coleschotz.com) via e-mail within ten (10) calendar days after the date of the relevant Objection Notice or such other date as the Debtors may agree in writing (e-mail being sufficient). Please have your Proof(s) of Claim and any related material available for any such discussions.

2. Parties Required to File a Response. If you are not able to resolve the Objection filed with respect to your Claim(s) as set forth above consensually, you must file a response (each, a “Response”) with the Court in accordance with the following procedures:

3. Response Contents. Each Response must contain the following (at a minimum):
- a. a caption stating the name of the Court, the name of the Debtor, the case number, the title of the Omnibus Objection to which the Response is directed, and, if applicable, the Proof of Claim number(s) related thereto from the Claims Register;
 - b. a concise statement setting forth the reasons why the Court should not grant the Omnibus Objection with respect to such Claim, including the factual

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Objection Procedures.

and legal bases upon which the claimant will rely in opposing the Omnibus Objection;

- c. a copy of any other documentation or other evidence of the Claim, to the extent not already included with the Proof of Claim (if applicable), upon which the claimant will rely in opposing the Omnibus Objection; *provided, however,* that the claimant need not disclose confidential, proprietary, or otherwise protected information in the Response; *provided further, however,* that the claimant shall disclose to the Debtors all information and provide copies of all documents that the claimant believes to be confidential, proprietary, or otherwise protected and upon which the claimant intends to rely in support of its Claim, subject to appropriate confidentiality constraints; and
- d. the following contact information for the responding party:
 - i. the name, address, telephone number, and e-mail address of the responding claimant or the claimant's attorney or designated representative to whom the attorneys for the Debtors should serve a reply to the Response, if any; or
 - ii. the name, address, telephone number, and e-mail address of the party with authority to reconcile, settle, or otherwise resolve the Omnibus Objection on the claimant's behalf.

4. Filing and Serving the Response. A Response will be deemed timely only if it is filed with the Court and served on all of the following parties (the "Notice Parties") so as to be actually received **by or before 4:00 p.m. (prevailing Eastern Time) on the day that is seven (7) calendar days before the Hearing (defined below) on the Objection(s) and Response(s)** (the "Response Deadline"), unless the Debtors consent to an extension in writing:

- a. Debtors' Co-counsel. Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn: Oliver Paré (oliver.pare@kirkland.com) and Nathan Felton (nathan.felton@kirkland.com);
- b. Debtors' Co-Counsel. Cole Schotz, P.C., Court Plaza North, 25 Main Street, Hackensack, New Jersey 07601, Attn: Felice R. Yudkin, Esq. (fyudkin@coleschotz.com) and Andreas D. Milliaressis, Esq. (amilliaressis@coleschotz.com); and
- c. U.S. Trustee. Office of the United States Trustee for the District of New Jersey, One Newark Center, 1085 Raymond Boulevard, Suite 2100, Newark, New Jersey 07102, Attn: Fran Steele (Fran.B.Steele@usdoj.gov) and David Gerardi (David.Gerardi@usdoj.gov).

5. Failure to Respond. A Response that is not filed with the Court and served on the Notice Parties before the Response Deadline or such other date as agreed with the Debtors, in accordance with the procedures set forth herein, may not be considered at the Hearing before the

Court. **Absent reaching an agreement with the Debtors resolving the Omnibus Objection to a Claim, failure to both file and serve a Response timely as set forth herein may result in the Court granting the Omnibus Objection without further notice or hearing.** Affected creditors will be served with such order once it has been entered.

Hearing on the Objection

6. **Date, Time and Location.** A hearing (the “Hearing”) on the Objection will be held on [____], 2026, at [____], prevailing Eastern Time, before the Honorable Stacey L. Meisel, United States Bankruptcy Judge for the District of New Jersey. The Hearing may be conducted virtually using Zoom for Government. To the extent parties wish to present their argument at the hearing conducted using Zoom for Government, a request for “Presenter Status” must be submitted to the Court at least one (1) business day prior to the hearing by e-mailing Chambers (chambers_of_slm@njb.uscourts.gov) and providing the following information: (a) name of Presenter, (b) e-mail address of Presenter, (c) Presenter’s affiliation with the case and/or (d) what party or interest the Presenter represents. If the request is approved, the Presenter will receive appropriate Zoom credentials and further instructions via e-mail. The hearing may be adjourned to a subsequent date in these cases in the Court’s or Debtors’ discretion. You must attend the Hearing if you disagree with the Objection and have filed a Response that remains unresolved prior to the Hearing. If such Claims cannot be resolved and a hearing is determined to be necessary, the Debtors shall file with the Court and serve on the affected claimants a notice of the hearing to the extent the Debtors did not file a notice of hearing previously.

7. **Discovery.** If the Debtors determine that discovery is necessary in advance of a hearing on an Omnibus Objection, the Debtors will serve notice on the affected claimant and its counsel of record that the scheduled hearing will be treated as a status conference during which the parties will request that the Court issue a scheduling order to facilitate dismissal or resolution of the litigation. Such notice may be incorporated into the initial agenda letter for the hearing or may be provided in a separate notice.

Additional Information

8. Copies of these procedures, the Order, the Motion, or any other pleadings filed in the Debtors’ chapter 11 cases are available for free online at <https://cases.stretto.com/EddieBauer>. You may also obtain copies of any of the documents filed in the Chapter 11 Cases for a fee via PACER at www.njb.uscourts.gov.

Reservation of Rights

9. NOTHING IN ANY NOTICE SHALL BE DEEMED TO CONSTITUTE A WAIVER OF ANY RIGHTS OF THE DEBTORS TO DISPUTE ANY CLAIMS, ASSERT COUNTERCLAIMS, RIGHTS OF OFFSET OR RECOUPMENT, DEFENSES, OBJECT TO ANY CLAIMS ON ANY GROUNDS NOT PREVIOUSLY RAISED IN AN OBJECTION (UNLESS THE COURT HAS ALLOWED THE CLAIM OR ORDERED OTHERWISE), OR SEEK TO ESTIMATE ANY CLAIM AT A LATER DATE. AFFECTED PARTIES WILL BE PROVIDED APPROPRIATE NOTICE THEREOF AT SUCH TIME.

Dated: [●], 2026

/s/ Draft

COLE SCHOTZ P.C.

Michael D. Sirota, Esq.
Warren A. Usatine, Esq.
Felice R. Yudkin, Esq.
Court Plaza North, 25 Main Street
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msirota@coleschotz.com
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*Co-Counsel to the Debtors and
the Debtors in Possession*

KIRKLAND & ELLIS LLP

KIRKLAND & ELLIS INTERNATIONAL LLP

Joshua A. Sussberg, P.C. (admitted *pro hac vice*)
Matthew C. Fagen, P.C. (admitted *pro hac vice*)
Oliver Paré (admitted *pro hac vice*)
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oliver.pare@kirkland.com

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

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Claimant Name or Identifier	Debtor	Claim Number	Date Filed	Asserted Claim Amount	Basis for Objection	Surviving Claim No.

Exhibit 3

Satisfaction Procedures

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

In re:	Chapter 11
EDDIE BAUER LLC, <i>et al.</i> ,	Case No. 26-11422 (SLM)
Debtors. ¹	(Jointly Administered)

**PROCEDURES FOR FILING AND SERVING
NOTICES OF SATISFACTION OF CLAIMS**

On [], 2026, the United States Bankruptcy Court for the District of New Jersey (the “Court”) entered the *Order Granting Debtors’ Motion for Entry of an Order (A) Approving (I) Omnibus Claims Objection Procedures and Form of Notice, (II) Omnibus Substantive Claims Objections, and (III) Satisfaction Procedures and Form of Notice and (B) Waiving Bankruptcy Rule 3007(e)* [Docket No. []] (the “Order”)² in the above referenced chapter 11 cases. Among other things, the Order approved these procedures for serving notices of satisfaction of Claims (the “Satisfaction Procedures”).

Satisfaction Procedures

1. Grounds for Satisfaction Procedures. The Debtors may file and serve notices of satisfaction in the form attached hereto (each, a “Notice of Satisfaction”) with respect to Claims subject to Proofs of Claims or on the Schedules. A Notice of Satisfaction may be sent on the grounds that such Claims have been satisfied in full according to the Debtors’ books and records, including pursuant to any confirmed chapter 11 plan or an order of the Court.

Responses to Notices of Satisfaction

2. Parties Required to File a Response. Any party who disagrees with a Notice of Satisfaction is required to file a response (each, a “Response”) in accordance with the procedures set forth herein; *provided, however*, that such party may not object to any amount that the Court has approved pursuant to an order. **If a claimant whose Claim is subject to a Notice of Satisfaction does not file and serve a Response in compliance with the procedures below, the**

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

Debtors are authorized to instruct the Claims and Noticing Agent to expunge such Claim from the Claims Register without further notice to the claimant.

3. Response Contents. Each Response to a Notice of Satisfaction must contain the following (at a minimum):

- a. a caption stating the name of the Court, the name of the Debtor, the case number, the Notice of Satisfaction to which the Response is directed, and, if applicable, the Proof of Claim number(s) related thereto from the Claims Register;
- b. a concise statement setting forth the reasons why the Court should not enter the order with respect to the Notice of Satisfaction regarding such Claim, including the specific factual and legal bases upon which the claimant will rely in opposing the Notice of Satisfaction;
- c. a copy of any other documentation or other evidence of the Claim, to the extent not already included with the Proof of Claim (if applicable), upon which the claimant will rely in opposing the Notice of Satisfaction; *provided, however,* that the claimant need not disclose confidential, proprietary, or otherwise protected information in the Response; *provided further, however,* that the claimant shall disclose to the Debtors all information and provide copies of all documents that the claimant believes to be confidential, proprietary, or otherwise protected and upon which the claimant intends to rely in support of its Claim, subject to appropriate confidentiality constraints; and
- d. the following contact information for the responding party:
 - i. the name, address, telephone number, and e-mail address of the responding claimant or the claimant's attorney or designated representative to whom the attorneys for the Debtors should serve a reply to the Response, if any; or
 - ii. the name, address, telephone number, and e-mail address of the party with authority to reconcile, settle, or otherwise resolve the Notice of Satisfaction on the claimant's behalf.

4. Filing and Serving the Response. A Response will be deemed timely only if it is filed with the Court and served on all of the following parties (the "Notice Parties") so as to be actually received **by or before 4:00 p.m. (prevailing Eastern Time) on the day that is seven (7) calendar days before the Hearing on the Notice of Satisfaction** (the "Response Deadline"), unless the Debtors consent to an extension in writing:

- a. Debtors' Co-counsel. Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn: Oliver Paré (oliver.pare@kirkland.com) and Nathan Felton (nathan.felton@kirkland.com);

- b. Debtors' Co-Counsel. Cole Schotz, P.C., Court Plaza North, 25 Main Street, Hackensack, New Jersey 07601, Attn: Felice R. Yudkin, Esq. (fyudkin@coleschotz.com) and Andreas D. Milliaressis, Esq. (amilliaressis@coleschotz.com); and
- c. U.S. Trustee. Office of the United States Trustee for the District of New Jersey, One Newark Center, 1085 Raymond Boulevard, Suite 2100, Newark, New Jersey 07102, Attn: Fran Steele (fran.b.steele@usdoj.gov) and David Gerardi (david.gerardi@usdoj.gov).

5. Failure to Respond. A Response that is not filed and served in accordance with the procedures set forth herein may not be considered at the Hearing before the Court. **Absent reaching an agreement with the Debtors resolving the Response to the Notice of Satisfaction, failure to both file and serve a Response timely as set forth herein may result in the Debtors causing the Claims and Noticing Agent to expunge such Claims from the Claims Register without further notice or hearing, and such claimant shall not be treated as a creditor with respect to the Claim for purposes of distribution.**

Hearing on the Response

6. Date, Time and Location. A hearing (the "Hearing") on the Notice of Satisfaction will be held on [___], 2026, at [___], prevailing Eastern Time, before the Honorable Stacey L. Meisel, United States Bankruptcy Judge for the District of New Jersey. The Hearing may be conducted virtually using Zoom for Government. To the extent parties wish to present their argument at the hearing conducted using Zoom for Government, a request for "Presenter Status" must be submitted to the Court at least one (1) business day prior to the hearing by e-mailing Chambers (chambers_of_slm@njb.uscourts.gov) and providing the following information: (a) name of Presenter, (b) e-mail address of Presenter, (c) Presenter's affiliation with the case and/or (d) what party or interest the Presenter represents. If the request is approved, the Presenter will receive appropriate Zoom credentials and further instructions via e-mail. The hearing may be adjourned to a subsequent date in these cases in the Court's or the Debtors' discretion. You must attend the Hearing if you disagree with the Notice of Satisfaction and have filed a Response that remains unresolved prior to the Hearing. If such Claims cannot be resolved and a hearing is determined to be necessary, the Debtors shall file with the Court and serve on the affected claimants a notice of the hearing to the extent the Debtors did not file a notice of hearing previously.

7. Reply to a Response. The Debtors shall be permitted to file a reply to any Response no later than two (2) business days before the Hearing with respect to the relevant Notice of Satisfaction.

Miscellaneous

8. Additional Information. Copies of these procedures, the Order, the Motion, or any other pleadings filed in the Debtors' chapter 11 cases are available for free online at <https://cases.stretto.com/EddieBauer>. Copies of any of the documents filed in the Debtors' chapter 11 cases may also be obtained for a fee via PACER at www.njb.uscourts.gov.

9. Reservation of Rights. NOTHING IN ANY NOTICE SHALL BE DEEMED TO CONSTITUTE A WAIVER OF ANY RIGHTS OF THE DEBTORS TO DISPUTE ANY CLAIMS, ASSERT COUNTERCLAIMS, RIGHTS OF OFFSET OR RECOUPMENT, DEFENSES, OBJECT TO ANY CLAIMS ON ANY GROUNDS NOT PREVIOUSLY RAISED IN AN OBJECTION (UNLESS THE COURT HAS ALLOWED THE CLAIM OR ORDERED OTHERWISE), OR SEEK TO ESTIMATE ANY CLAIM AT A LATER DATE. AFFECTED PARTIES WILL BE PROVIDED APPROPRIATE NOTICE THEREOF AT SUCH TIME.

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Exhibit 4

Notice of Satisfaction of Claims

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

In re:

EDDIE BAUER LLC, *et al.*,

Debtors.¹

Chapter 11

Case No. 26-11422 (SLM)

Hearing Date and Time:
_____, 2026, at __:00 .m. (ET)

(Jointly Administered)

NOTICE OF SATISFACTION OF CLAIMS

YOU SHOULD LOCATE YOUR REFERENCE NUMBER OR CLAIM NUMBER AND YOUR CLAIM(S) ON THE SCHEDULE ATTACHED HERETO. PLEASE TAKE NOTICE THAT YOUR CLAIM(S) MAY BE EXPUNGED FROM THE CLAIMS REGISTER AND YOU SHALL NOT BE TREATED AS A CREDITOR WITH RESPECT TO THE CLAIM FOR PURPOSES OF DISTRIBUTION AS A RESULT OF THE NOTICE OF SATISFACTION. THEREFORE, PLEASE READ THIS NOTICE VERY CAREFULLY AND DISCUSS IT WITH YOUR ATTORNEY. IF YOU DO NOT HAVE AN ATTORNEY, YOU MAY WISH TO CONSULT ONE.

IF YOU HAVE QUESTIONS OR WISH TO RESPOND TO THIS NOTICE, PLEASE CONTACT THE DEBTORS' CO-COUNSEL:

OLIVER PARÉ
(332) 225-6109
OLIVER.PARE@KIRKLAND.COM

NATHAN FELTON
(212) 341-7512
NATHAN.FELTON@KIRKLAND.COM

FELICE R. YUDKIN, ESQ.
(201) 525-6261
FYUDKIN@COLESCHOTZ.COM

ANDREAS D. MILLIARESSIS, ESQ.
(201) 525-6257
AMILLIARESSIS@COLESCHOTZ.COM

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' 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.

PLEASE TAKE NOTICE that the above-captioned debtors and debtors in possession (collectively, the “Debtors”) have identified you as holding certain Claim(s)² against the Debtors listed in the table at the end of this notice, which have been satisfied in full according to the Debtors’ books and records.

Important Information Regarding the Notice of Satisfaction

Grounds for the Notice of Satisfaction. The Debtors are seeking to expunge your Claim(s) listed in the table at the end of this notice on the grounds that such Claim(s), have been satisfied in full according to the Debtors’ books and records.

Satisfaction Procedures. On [___], 2026, the United States Bankruptcy Court for the District of New Jersey (the “Court”) entered an order [Docket No. ___] (the “Order”) approving procedures for serving Notices of Satisfaction of Claims asserted against the Debtors in their chapter 11 cases (the “Satisfaction Procedures”), which are attached to the Order at Exhibit 3. ***Please review the Satisfaction Procedures carefully to ensure your response, if any, is filed and served timely and correctly. You may obtain a copy of the Order as set forth in the Additional Information section below.***

Resolving the Notice of Satisfaction Regarding Your Claim(s)

1. Resolving Objections. If you choose to object, certain of the Debtors’ advisors will be available to work with you and discuss and resolve consensually the Notice of Satisfaction listing your Claim(s) without the need for filing a formal response or attending a hearing. Please contact Debtors’ co-counsel, Kirkland & Ellis LLP, Attn.: Oliver Paré (oliver.pare@kirkland.com) and Nathan Felton (nathan.felton@kirkland.com) and Cole Schotz P.C., Attn.: Felice R. Yudkin (fyudkin@coleschotz.com) and Andreas D. Milliaressis (amilliaressis@coleschotz.com) via e-mail within ten (10) calendar days after the date of this notice or such other date as the Debtors may agree in writing (e-mail being sufficient). Please have your Proof(s) of Claim and any related material available for any such discussions.

2. Response Contents. Each Response to a Notice of Satisfaction must contain the following (at a minimum):

- a. a caption stating the name of the Court, the name of the Debtor, the case number, the Notice of Satisfaction to which the Response is directed, and, if applicable, the Proof of Claim number(s) related thereto from the Claims Register;
- b. a concise statement setting forth the reasons why the Court should not enter the order with respect to the Notice of Satisfaction regarding such Claim, including the specific factual and legal bases upon which the claimant will rely in opposing the Notice of Satisfaction;

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Objection Procedures.

- c. a copy of any other documentation or other evidence of the Claim, to the extent not already included with the Proof of Claim (if applicable), upon which the claimant will rely in opposing the Notice of Satisfaction; *provided, however*, that the claimant need not disclose confidential, proprietary, or otherwise protected information in the Response; *provided further, however*, that the claimant shall disclose to the Debtors all information and provide copies of all documents that the claimant believes to be confidential, proprietary, or otherwise protected and upon which the claimant intends to rely in support of its Claim, subject to appropriate confidentiality constraints; and
- d. the following contact information for the responding party:
 - i. the name, address, telephone number, and e-mail address of the responding claimant or the claimant's attorney or designated representative to whom the attorneys for the Debtors should serve a reply to the Response, if any; or
 - ii. the name, address, telephone number, and e-mail address of the party with authority to reconcile, settle, or otherwise resolve the Notice of Satisfaction on the claimant's behalf.

3. Filing and Serving the Response. A Response will be deemed timely only if it is filed with the Court and served on all of the following parties (the "Notice Parties") so as to be actually received **by or before 4:00 p.m. (prevailing Eastern Time) on the day that is seven (7) calendar days before the Hearing (defined below) on the Notice of Satisfaction** (the "Response Deadline"), unless the Debtors consent to an extension in writing:

- a. Debtors' Co-counsel. Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn: Oliver Paré (oliver.pare@kirkland.com) and Nathan Felton (nathan.felton@kirkland.com);
- b. Debtors' Co-Counsel. Cole Schotz, P.C., Court Plaza North, 25 Main Street, Hackensack, New Jersey 07601, Attn: Felice R. Yudkin, Esq. (fyudkin@coleschotz.com) and Andreas D. Milliaressis, Esq. (amilliaressis@coleschotz.com); and
- c. U.S. Trustee. Office of the United States Trustee for the District of New Jersey, One Newark Center, 1085 Raymond Boulevard, Suite 2100, Newark, New Jersey 07102, Attn: Fran Steele (fran.b.steele@usdoj.gov) and David Gerardi (david.gerardi@usdoj.gov).

4. Failure to Respond. A Response that is not filed and served in accordance with the procedures set forth herein may not be considered at the Hearing before the Court. **Absent reaching an agreement with the Debtors resolving the Response to the Notice of Satisfaction, failure to both file and serve a Response timely as set forth herein may result in the Debtors causing the Claims and Noticing Agent to expunge such Claims from the Claims Register**

without further notice or hearing, and such claimant shall not be treated as a creditor with respect to the Claim for purposes of distribution.

Hearing on the Response

5. Date, Time and Location. A hearing (the “Hearing”) on the Notice of Satisfaction will be held on [___], 2026, at [___], prevailing Eastern Time, before the Honorable Stacey L. Meisel, United States Bankruptcy Judge for the District of New Jersey. The Hearing may be conducted virtually using Zoom for Government. To the extent parties wish to present their argument at the hearing conducted using Zoom for Government, a request for “Presenter Status” must be submitted to the Court at least one (1) business day prior to the hearing by e-mailing Chambers (chambers_of_slm@njb.uscourts.gov) and providing the following information: (a) name of Presenter, (b) e-mail address of Presenter, (c) Presenter’s affiliation with the case and/or (d) what party or interest the Presenter represents. If the request is approved, the Presenter will receive appropriate Zoom credentials and further instructions via e-mail. The hearing may be adjourned to a subsequent date in these cases in the Court’s or the Debtors’ discretion. You must attend the Hearing if you disagree with the Notice of Satisfaction and have filed a Response that remains unresolved prior to the Hearing. If such Claims cannot be resolved and a hearing is determined to be necessary, the Debtors shall file with the Court and serve on the affected claimants a notice of the hearing to the extent the Debtors did not file a notice of hearing previously.

6. Reply to a Response. The Debtors shall be permitted to file a reply to any Response no later than two (2) business days before the Hearing with respect to the relevant Notice of Satisfaction.

Additional Information

7. Copies of these procedures, the Order, the Motion, or any other pleadings filed in the Debtors’ chapter 11 cases are available for free online at <https://cases.stretto.com/EddieBauer>. You may also obtain copies of any of the documents filed in the Chapter 11 Cases for a fee via PACER at www.njb.uscourts.gov.

Reservation of Rights

8. NOTHING IN ANY NOTICE SHALL BE DEEMED TO CONSTITUTE A WAIVER OF ANY RIGHTS OF THE DEBTORS TO DISPUTE ANY CLAIMS, ASSERT COUNTERCLAIMS, RIGHTS OF OFFSET OR RECOUPMENT, DEFENSES, OBJECT TO ANY CLAIMS ON ANY GROUNDS NOT PREVIOUSLY RAISED IN AN OBJECTION (UNLESS THE COURT HAS ALLOWED THE CLAIM OR ORDERED OTHERWISE), OR SEEK TO ESTIMATE ANY CLAIM AT A LATER DATE. AFFECTED PARTIES WILL BE PROVIDED APPROPRIATE NOTICE THEREOF AT SUCH TIME.

Dated: [●], 2026

/s/ Draft

COLE SCHOTZ P.C.

Michael D. Sirota, Esq.
Warren A. Usatine, Esq.
Felice R. Yudkin, Esq.
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*Co-Counsel to the Debtors and
the Debtors in Possession*

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Claimant Name or Identifier	Claim / Schedule No.	Total Claim Value

This is Exhibit "FF" referred to in the Affidavit of George Pantelis sworn by George Pantelis of the City of Nashville, in the State of Tennessee, before me at the City of Toronto, in the Province of Ontario, on April 24, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

MARLEIGH ERYN DICK

LSO# 79390S

KIRKLAND & ELLIS LLP
KIRKLAND & ELLIS INTERNATIONAL LLP
Joshua A. Sussberg, P.C. (admitted *pro hac vice*)
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*Co-Counsel to the Debtors and
the Debtors in Possession*

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

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

In re:

EDDIE BAUER LLC, *et al.*,

Debtors.¹

Chapter 11
Case No. 26-11422 (SLM)
(Jointly Administered)

**CERTIFICATION OF
NO OBJECTION WITH RESPECT
TO THE DEBTORS' MOTION FOR
ENTRY OF AN ORDER (A) APPROVING THE
(I) OMNIBUS CLAIMS OBJECTION PROCEDURES
AND FORM OF NOTICE, (II) OMNIBUS SUBSTANTIVE
CLAIMS OBJECTION, AND (III) SATISFACTION PROCEDURES
AND FORM OF NOTICE, AND (B) WAIVING BANKRUPTCY RULE 3007(e)**

MICHAEL D. SIROTA, of full age, hereby certifies as follows:

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' 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.

1. I am an attorney-at-law of the State of New Jersey and a member of the firm of Cole Schotz P.C. (“Cole Schotz”), co-counsel for the above-captioned debtors and debtors-in-possession (the “Debtors”).

2. I submit this certification pursuant to D.N.J. LBR 9013-3(d) regarding the *Debtors’ Motion for Entry of an Order (A) Approving the (I) Claims Objection Procedures and Form of Notice, (II) Omnibus Substantive Claims Objection, and (III) Satisfaction Procedures and Form of Notice, and (B) Waiving Bankruptcy Rule 3007(e)* [Docket No. 360] (the “Motion”). Pursuant to D.N.J. LBR 9013-2(a)(2), objections to the Motion were due by April 9, 2026.

3. To the best of my knowledge, information, and belief, no formal objections have been filed or were served upon the undersigned counsel with respect to the relief requested in the Motion. It is hereby respectfully requested that the proposed order, attached hereto as **Exhibit A**, be entered at the convenience of the Court.

[Remainder of Page Intentionally Left Blank]

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Dated: April 10, 2026

/s/ Michael D. Sirota

COLE SCHOTZ P.C.

Michael D. Sirota, Esq.

Warren A. Usatine, Esq.

Felice R. Yudkin, Esq.

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

Exhibit A

Proposed Order

UNITED STATES BANKRUPTCY COURT DISTRICT OF NEW JERSEY	
Caption in Compliance with D.N.J. LBR 9004-1(b)	
KIRKLAND & ELLIS LLP KIRKLAND & ELLIS INTERNATIONAL LLP Joshua A. Sussberg, P.C. (admitted <i>pro hac vice</i>) Matthew C. Fagen, P.C. (admitted <i>pro hac vice</i>) Oliver Paré (admitted <i>pro hac vice</i>) 601 Lexington Avenue New York, New York 10022 Telephone: (212) 446-4800 Facsimile: (212) 446-4900 joshua.sussberg@kirkland.com matthew.fagen@kirkland.com oliver.pare@kirkland.com	
-and-	
COLE SCHOTZ P.C. Michael D. Sirota, Esq. Warren A. Usatine, Esq. Felice R. Yudkin, Esq. Court Plaza North, 25 Main Street Hackensack, New Jersey 07601 Telephone: (201) 489-3000 msirota@coleschotz.com wusatine@coleschotz.com fyudkin@coleschotz.com	
<i>Co-Counsel to the Debtors and the Debtors in Possession</i>	
In re: EDDIE BAUER LLC, <i>et al.</i> , Debtors. ¹	Chapter 11 Case No. 26-11422 (SLM) (Jointly Administered)

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’ 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.

**ORDER GRANTING DEBTORS' MOTION FOR ENTRY OF AN
ORDER (A) APPROVING THE (I) OMNIBUS CLAIMS OBJECTION
PROCEDURES AND FORM OF NOTICE, (II) OMNIBUS SUBSTANTIVE
CLAIMS OBJECTIONS, AND (III) SATISFACTION PROCEDURES
AND FORM OF NOTICE AND (B) WAIVING BANKRUPTCY RULE 3007(e)**

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

Upon the Debtors' motion (the "Motion")² for entry of an order (this "Order"): (a) approving the objection procedures described in the Motion; (b) authorizing the Debtors to assert substantive objections to Claims, including requests for payment of Administrative Claims, in an omnibus format pursuant to Rules 3007(c) and (d) of the Bankruptcy Rules; (c) approving the satisfaction procedures and form of notice described herein; and (d) waiving Bankruptcy Rule 3007(e)(6), 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** as set forth herein.

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

3. Notwithstanding anything to the contrary in the Bankruptcy Code, the Bankruptcy Rules, or the Local Rules, and pursuant to Bankruptcy Rule 3007(c), the Debtors may, jointly or separately, file Omnibus Objections that include objections to Claims (including requests for payment of Administrative Claims) on any basis provided for in Bankruptcy Rule 3007(d) and/or the Additional Grounds.

4. The Debtors may file and prosecute any Omnibus Objections in accordance with the Objection Procedures substantially in the form attached hereto as **Exhibit 1**, which are approved, and the other procedural safeguards set forth in Bankruptcy Rule 3007(e)(1)–(5). Notwithstanding anything to the contrary in the Bankruptcy Code, the Bankruptcy Rules, or the Local Rules, the Debtors may object to more than 100 Claims in a single Omnibus Objection or Notice of Satisfaction on any of the bases set forth in Bankruptcy Rule 3007(d) and/or the Additional Grounds. The Debtors may include scheduled Claims in Omnibus Objections.

5. The form of Objection Notice substantially in the form attached hereto as **Exhibit 2** is approved. The Debtors are authorized to send Objection Notices via first-class mail or e-mail in accordance with the Objection Procedures.

6. The Satisfaction Procedures substantially in the form attached hereto as **Exhibit 3** are approved.

7. The form of Notice of Satisfaction substantially in the form attached hereto as **Exhibit 4** is approved. The Debtors are authorized to send Notices of Satisfaction via first-class

mail or e-mail in accordance with the Satisfaction Procedures that notify certain claimants of the Debtors' belief that those Claims have been satisfied in full and will be expunged from the Claims Register absent a timely response from the Claim holder. If no timely response is received from the recipient of the Notice of Satisfaction, the Debtors or Stretto Inc. (the "Claims and Noticing Agent") acting on the Debtors' behalf are authorized to expunge such Claim from the Claims Register, and such recipient shall not be treated as a creditor with respect to the Claim for purposes of distribution.

8. Nothing contained herein is intended or should be construed to modify the terms of the Plan or any order of this Court confirming the Plan. Further, this Order shall not modify any rights, responsibilities, deadlines or procedures addressed in the Plan or any of the documents contemplated under the Plan.

9. Unless otherwise modified by any order of this Court, this Order shall remain in full force and effect and shall apply to any successor or successors to the Debtors after the effective date of the Plan responsible for winding down the Debtors' estates and implementing the terms of the Plan in the same manner as it applies to the Debtors.

10. Notwithstanding anything to the contrary herein, nothing contained in the Motion or any actions taken pursuant to this 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 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 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.

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

Notwithstanding any Bankruptcy Rule to the contrary, the terms and conditions of this Order are immediately effective and enforceable upon its entry.

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

Exhibit 1

Objection Procedures

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

In re: EDDIE BAUER LLC, <i>et al.</i> , <div style="text-align: center;">Debtors.¹</div>	Chapter 11 Case No. 26-11422 (SLM) (Jointly Administered)
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PROCEDURES FOR FILING AND SERVING OMNIBUS CLAIMS OBJECTIONS

On [], 2026, the United States Bankruptcy Court for the District of New Jersey (the “Court”) entered the *Order Granting Debtors’ Motion for Entry of an Order (A) Approving (I) Omnibus Claims Objection Procedures and Form of Notice, (II) Omnibus Substantive Claims Objections, and (III) Satisfaction Procedures and Form of Notice and (B) Waiving Bankruptcy Rule 3007(e)* [Docket No. []] (the “Order”)² in the above referenced chapter 11 cases. Among other things, the Order approved these omnibus objection procedures.

Omnibus Objections

1. **Grounds for Omnibus Objections.** In addition to those grounds expressly set forth in Bankruptcy Rule 3007(d), the above-captioned debtors and debtors in possession (collectively, the “Debtors”), may file omnibus objections (each, an “Omnibus Objection”) to Claims on the grounds that such Claims, in part or in whole:

- a. are inconsistent with the Debtors’ books and records;
- b. fail to specify the asserted claim amount (or only list the claim amount as “unliquidated”);
- c. fail to sufficiently specify the basis for the claim or provide sufficient supporting documentation in support of such claim;
- d. seek recovery of amounts for which the Debtors are not liable;
- e. are classified incorrectly or improperly;

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

- f. are disallowed pursuant to section 502 of the Bankruptcy Code;
- g. have been satisfied in full by a party that is not a Debtor;
- h. are disallowed pursuant to, or are asserted in an amount, priority, or on terms that are otherwise inconsistent with any chapter 11 plan confirmed in these chapter 11 cases;
- i. are subject to satisfaction by one or more of the Debtors' insurers with a legal obligation to satisfy such claim; and
- a. have been withdrawn formally by the claimant pursuant to either a pleading or an order of the Court.

2. Form of Omnibus Objection. Each Omnibus Objection will be numbered consecutively regardless of basis.

3. Supporting Documentation. To the extent appropriate, an affidavit or declaration may be provided in connection with an Omnibus Objection from a party with knowledge of the Debtors' books and records and the manner in which they are maintained that states that such party has reviewed the Claims included therein and applicable supporting information and documentation provided therewith, made reasonable efforts to research the Claim on the Debtors' books and records, and determined that the books and records do not reflect the debt or the amount of debt that is alleged in the Claim.

4. Claims Exhibits. An exhibit or exhibits listing the Claims that are subject to the particular Omnibus Objection will be attached thereto. Each exhibit will include only the Claims for which there is a common basis for the objection. Claims that have more than one basis for objection may appear on only one exhibit with reference to all of the bases for objecting to the Claims. The Debtors' right to object to a Claim on an additional basis or bases will not be waived if such Claim has been included on an exhibit to either a previous or the same Omnibus Objection. The exhibits will include the following information and will be alphabetized based on claimant:

- a. the Claims that are the subject of the Omnibus Objection and, if applicable, the Proof of Claim number(s) or schedule number(s) related thereto from the Claims Register without disclosing personally identifiable information;
- b. the asserted amount of the Claim, if applicable;
- c. the grounds for the Omnibus Objection;
- d. a cross-reference to the section in the Omnibus Objection discussing such Claim; and
- e. other information, as applicable, including (i) the proposed classification of Claims the Debtors seek to reclassify, (ii) the reduced Claim amount(s) of Claims the Debtors seek to reduce, or (iii) the surviving Claims, if any, of groups of Claims the Debtors seek to expunge.

5. Objection Notice. An objection notice, substantially in the form attached to the Order as Exhibit 2 (the “Objection Notice”) and containing all information included in the standard form pursuant to Local Rule 3007-2, will accompany each Omnibus Objection to address a particular creditor, Claim, or objection and will include the following:

- a. a description of the basic nature of the Omnibus Objection;
- b. information to claimants that their rights may be affected by the Omnibus Objection and that failure to file a response may result in the Omnibus Objection being granted as to the claimant’s Claim;
- c. procedures for filing a written response (each, a “Response”) to the objection, including all relevant dates and deadlines related thereto;
- d. the hearing date, if applicable, and related information; and
- e. a description of how copies of Proofs of Claim, the Omnibus Objection, and other pleadings filed in the Debtors’ chapter 11 cases may be obtained.

6. Notice and Service. Each Omnibus Objection will be filed with the Court and served upon (a) the affected claimant party set forth on the Proof of Claim or their respective attorney of record, (b) the U.S. Trustee, and (c) parties that have filed a request for service of papers under Bankruptcy Rule 2002.

7. Omnibus Hearings. Each Omnibus Objection shall be set for hearing no less than thirty (30) days after service of the Omnibus Objection (the “Hearing”). The Debtors may request at the Hearing that the Court enter an order granting the Omnibus Objection with respect to each Claim subject to the Omnibus Objection when either (a) no Response has been filed in accordance with the proposed response procedures with respect to the Claim(s) or (b) a Response has been filed in accordance with the proposed response procedures with respect to the Claim(s), but such Response has been resolved prior to the Hearing. If a Response to an objection to a Claim cannot be resolved and a hearing is determined to be necessary, the Debtors shall file with the Court and serve on the affected claimant(s) a notice of the hearing to the extent the Debtors did not file a notice of hearing previously. The Debtors may adjourn Hearings regarding Omnibus Objections to subsequent hearing dates without further order of the Court in the Debtors’ sole discretion so long as notice is provided to the affected claimant(s).

8. Contested Matter. Each Claim subject to an Omnibus Objection along with any Responses thereto shall constitute a separate contested matter as contemplated in Bankruptcy Rule 9014, and any order that the Court may enter with respect to an Omnibus Objection will be deemed a separate order with respect to such Claim. The Debtors may, in their discretion and in accordance with other orders of this Court or the provisions of the Bankruptcy Code and the Bankruptcy Rules, settle the priority, amount, and validity of such contested Claims without any further notice to or action, order, or approval of the Court.

Responses to Omnibus Objections

9. Resolving Objections. Certain of the Debtors’ advisors will be available to work

with the applicable Claim holders to discuss and resolve a any Objection consensually without the need for filing a formal response or attending a hearing. Such Claim holders may contact the Debtors' co-counsel, Kirkland & Ellis LLP, Attn.: Oliver Paré (oliver.pare@kirkland.com) and Nathan Felton (nathan.felton@kirkland.com) and Cole Schotz P.C., Attn.: Felice R. Yudkin (fyudkin@coleschotz.com) and Andreas D. Milliaressis (amilliaressis@coleschotz.com) via e-mail within ten (10) calendar days after the date of the relevant Objection Notice or such other date as the Debtors may agree in writing (e-mail being sufficient).

10. Parties Required to File a Response. Any party who disagrees with an Omnibus Objection that cannot otherwise be resolved is required to file a Response in accordance with the procedures set forth herein. If a claimant whose Claim is subject to an Omnibus Objection does not file and serve a Response in compliance with the procedures below, the Court may grant the Omnibus Objection with respect to such Claim without further notice to the claimants.

11. Response Contents. Each Response must contain the following (at a minimum):

- a. a caption stating the name of the Court, the name of the Debtor, the case number, the title of the Omnibus Objection to which the Response is directed, and, if applicable, the Proof of Claim number(s) related thereto from the Claims Register;
- b. a concise statement setting forth the reasons why the Court should not grant the Omnibus Objection with respect to such Claim, including the factual and legal bases upon which the claimant will rely in opposing the Omnibus Objection;
- c. a copy of any other documentation or other evidence of the Claim, to the extent not already included with the Proof of Claim (if applicable), upon which the claimant will rely in opposing the Omnibus Objection; *provided, however,* that the claimant need not disclose confidential, proprietary, or otherwise protected information in the Response; *provided further, however,* that the claimant shall disclose to the Debtors all information and provide copies of all documents that the claimant believes to be confidential, proprietary, or otherwise protected and upon which the claimant intends to rely in support of its Claim, subject to appropriate confidentiality constraints; and
- d. the following contact information for the responding party:
 - i. the name, address, telephone number, and e-mail address of the responding claimant or the claimant's attorney or designated representative to whom the attorneys for the Debtors should serve a reply to the Response, if any; or
 - ii. the name, address, telephone number, and e-mail address of the party with authority to reconcile, settle, or otherwise resolve the Omnibus Objection on the claimant's behalf.

12. Filing and Serving the Response. A Response will be deemed timely only if it is filed with the Court and served on all of the following parties (the “Notice Parties”) so as to be actually received **by or before 4:00 p.m. (prevailing Eastern Time) on the day that is seven (7) calendar days before the Hearing on the Omnibus Objection(s) and Response(s)** (the “Response Deadline”), unless the Debtors consent to an extension in writing:

- a. Debtors’ Co-counsel. Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn: Oliver Paré (oliver.pare@kirkland.com) and Nathan Felton (nathan.felton@kirkland.com);
- b. Debtors’ Co-Counsel. Cole Schotz, P.C., Court Plaza North, 25 Main Street, Hackensack, New Jersey 07601, Attn: Felice R. Yudkin, Esq. (fyudkin@coleschotz.com) and Andreas D. Milliaressis, Esq. (amilliaressis@coleschotz.com); and
- c. U.S. Trustee. Office of the United States Trustee for the District of New Jersey, One Newark Center, 1085 Raymond Boulevard, Suite 2100, Newark, New Jersey 07102, Attn: Fran Steele (fran.b.steele@usdoj.gov) and David Gerardi (david.gerardi@usdoj.gov).

13. Discovery. If the Debtors determine that discovery is necessary in advance of a hearing on an Omnibus Objection, the Debtors will serve notice on the affected claimant and its counsel of record that the scheduled hearing will be treated as a status conference during which the parties will request that the Court issue a scheduling order to facilitate dismissal or resolution of the litigation. Such notice may be incorporated into the initial agenda letter for the hearing or may be provided in a separate notice.

14. Failure to Respond. A Response that is not filed with the Court and served on the Notice Parties before the Response Deadline or such other date as agreed with the Debtors in accordance with the procedures set forth herein may not be considered at the Hearing before the Court. **Absent reaching an agreement with the Debtors resolving the Omnibus Objection to a Claim, failure to both file and serve a Response timely as set forth herein may result in the Court granting the Omnibus Objection without further notice or hearing.** Affected creditors will be served with such order once it has been entered.

15. Reply to a Response. The Debtors shall be permitted to file a reply or omnibus reply to any Response or multiple responses, as applicable, no later than two (2) business days before the hearing with respect to the relevant Omnibus Objection.

Miscellaneous

16. Additional Information. Copies of these procedures, the Order, the Motion, or any other pleadings filed in the Debtors’ chapter 11 cases are available for free online at <https://cases.stretto.com/EddieBauer>. Copies of any of the documents filed in the Debtors’ chapter 11 cases may also be obtained for a fee via PACER at www.njb.uscourts.gov.

17. Reservation of Rights. NOTHING IN ANY NOTICE SHALL BE DEEMED TO CONSTITUTE A WAIVER OF ANY RIGHTS OF THE DEBTORS TO DISPUTE ANY

CLAIMS, ASSERT COUNTERCLAIMS, RIGHTS OF OFFSET OR RECOUPMENT, DEFENSES, OBJECT TO ANY CLAIMS ON ANY GROUNDS NOT PREVIOUSLY RAISED IN AN OBJECTION (UNLESS THE COURT HAS ALLOWED THE CLAIM OR ORDERED OTHERWISE), OR SEEK TO ESTIMATE ANY CLAIM AT A LATER DATE. AFFECTED PARTIES WILL BE PROVIDED APPROPRIATE NOTICE THEREOF AT SUCH TIME.

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Exhibit 2

Objection Notice

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

In re:

EDDIE BAUER LLC, *et al.*,

Debtors.¹

Chapter 11

Case No. 26-11422 (SLM)

Hearing Date and Time:
_____, 2026, at __:00 .m. (ET)

(Jointly Administered)

NOTICE OF OBJECTION TO YOUR CLAIM

YOU SHOULD LOCATE YOUR REFERENCE NUMBER OR CLAIM NUMBER AND YOUR CLAIM(S) ON THE SCHEDULES ATTACHED HERETO. PLEASE TAKE NOTICE THAT YOUR CLAIM(S) MAY BE DISALLOWED, EXPUNGED, RECLASSIFIED, REDUCED, OR OTHERWISE AFFECTED AS A RESULT OF THE OBJECTION. THEREFORE, PLEASE READ THIS NOTICE AND THE ACCOMPANYING OBJECTION VERY CAREFULLY AND DISCUSS THEM WITH YOUR ATTORNEY. IF YOU DO NOT HAVE AN ATTORNEY, YOU MAY WISH TO CONSULT ONE.

IF YOU HAVE QUESTIONS OR WISH TO RESPOND TO THIS NOTICE, PLEASE CONTACT THE DEBTORS' CO-COUNSEL:

OLIVER PARÉ
(332) 225-6109
OLIVER.PARE@KIRKLAND.COM

NATHAN FELTON
(212) 341-7512
NATHAN.FELTON@KIRKLAND.COM

FELICE R. YUDKIN, ESQ.
(201) 525-6261
FYUDKIN@COLESCHOTZ.COM

ANDREAS D. MILLIARESSIS, ESQ.
(201) 525-6257
AMILLIARESSIS@COLESCHOTZ.COM

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' 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.

PLEASE TAKE NOTICE that the above-captioned debtors and debtors in possession (collectively, the “Debtors”), are objecting to your Claim(s)² pursuant to the attached objection (the “Objection”).

Important Information Regarding the Objection

Grounds for the Objection. Pursuant to the Objection, the Debtors are seeking to [disallow/expunge/reclassify/reduce] your Claim(s) listed in the table at the end of this notice on the grounds provided therein. The Claim(s) subject to the Objection may be found on the schedules attached to the Objection, a copy of which has been provided with this notice.

Objection Procedures. On [__], 2026, the United States Bankruptcy Court for the District of New Jersey (the “Court”) entered an order [Docket No. __] (the “Order”) approving procedures for filing and resolving objections to Claims asserted against the Debtors in their chapter 11 cases (the “Objection Procedures”), which are attached to the Order at Exhibit 1. ***Please review the Objection Procedures carefully to ensure your response to the Objection, if any, is filed and served timely and correctly. You may obtain a copy of the Order as set forth in the Additional Information section below.***

Resolving the Objection(s) to Your Claim(s)

1. **Resolving Objections.** If you choose to object, certain of the Debtors’ advisors will be available to work with you and discuss and resolve such Objection consensually without the need for filing a formal response or attending a hearing. Please contact the Debtors’ co-counsel, Kirkland & Ellis LLP, Attn.: Oliver Paré (oliver.pare@kirkland.com) and Nathan Felton (nathan.felton@kirkland.com) and Cole Schotz P.C., Attn.: Felice R. Yudkin (fyudkin@coleschotz.com) and Andreas D. Milliaressis (amilliaressis@coleschotz.com) via e-mail within ten (10) calendar days after the date of the relevant Objection Notice or such other date as the Debtors may agree in writing (e-mail being sufficient). Please have your Proof(s) of Claim and any related material available for any such discussions.

2. **Parties Required to File a Response.** If you are not able to resolve the Objection filed with respect to your Claim(s) as set forth above consensually, you must file a response (each, a “Response”) with the Court in accordance with the following procedures:

3. **Response Contents.** Each Response must contain the following (at a minimum):
- a. a caption stating the name of the Court, the name of the Debtor, the case number, the title of the Omnibus Objection to which the Response is directed, and, if applicable, the Proof of Claim number(s) related thereto from the Claims Register;
 - b. a concise statement setting forth the reasons why the Court should not grant the Omnibus Objection with respect to such Claim, including the factual

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Objection Procedures.

and legal bases upon which the claimant will rely in opposing the Omnibus Objection;

- c. a copy of any other documentation or other evidence of the Claim, to the extent not already included with the Proof of Claim (if applicable), upon which the claimant will rely in opposing the Omnibus Objection; *provided, however,* that the claimant need not disclose confidential, proprietary, or otherwise protected information in the Response; *provided further, however,* that the claimant shall disclose to the Debtors all information and provide copies of all documents that the claimant believes to be confidential, proprietary, or otherwise protected and upon which the claimant intends to rely in support of its Claim, subject to appropriate confidentiality constraints; and
- d. the following contact information for the responding party:
 - i. the name, address, telephone number, and e-mail address of the responding claimant or the claimant's attorney or designated representative to whom the attorneys for the Debtors should serve a reply to the Response, if any; or
 - ii. the name, address, telephone number, and e-mail address of the party with authority to reconcile, settle, or otherwise resolve the Omnibus Objection on the claimant's behalf.

4. Filing and Serving the Response. A Response will be deemed timely only if it is filed with the Court and served on all of the following parties (the "Notice Parties") so as to be actually received **by or before 4:00 p.m. (prevailing Eastern Time) on the day that is seven (7) calendar days before the Hearing (defined below) on the Objection(s) and Response(s)** (the "Response Deadline"), unless the Debtors consent to an extension in writing:

- a. Debtors' Co-counsel. Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn: Oliver Paré (oliver.pare@kirkland.com) and Nathan Felton (nathan.felton@kirkland.com);
- b. Debtors' Co-Counsel. Cole Schotz, P.C., Court Plaza North, 25 Main Street, Hackensack, New Jersey 07601, Attn: Felice R. Yudkin, Esq. (fyudkin@coleschotz.com) and Andreas D. Milliaressis, Esq. (amilliaressis@coleschotz.com); and
- c. U.S. Trustee. Office of the United States Trustee for the District of New Jersey, One Newark Center, 1085 Raymond Boulevard, Suite 2100, Newark, New Jersey 07102, Attn: Fran Steele (Fran.B.Steele@usdoj.gov) and David Gerardi (David.Gerardi@usdoj.gov).

5. Failure to Respond. A Response that is not filed with the Court and served on the Notice Parties before the Response Deadline or such other date as agreed with the Debtors, in accordance with the procedures set forth herein, may not be considered at the Hearing before the

Court. **Absent reaching an agreement with the Debtors resolving the Omnibus Objection to a Claim, failure to both file and serve a Response timely as set forth herein may result in the Court granting the Omnibus Objection without further notice or hearing.** Affected creditors will be served with such order once it has been entered.

Hearing on the Objection

6. **Date, Time and Location.** A hearing (the “Hearing”) on the Objection will be held on [___], 2026, at [___], prevailing Eastern Time, before the Honorable Stacey L. Meisel, United States Bankruptcy Judge for the District of New Jersey. The Hearing may be conducted virtually using Zoom for Government. To the extent parties wish to present their argument at the hearing conducted using Zoom for Government, a request for “Presenter Status” must be submitted to the Court at least one (1) business day prior to the hearing by e-mailing Chambers (chambers_of_slm@nj.uscourts.gov) and providing the following information: (a) name of Presenter, (b) e-mail address of Presenter, (c) Presenter’s affiliation with the case and/or (d) what party or interest the Presenter represents. If the request is approved, the Presenter will receive appropriate Zoom credentials and further instructions via e-mail. The hearing may be adjourned to a subsequent date in these cases in the Court’s or Debtors’ discretion. You must attend the Hearing if you disagree with the Objection and have filed a Response that remains unresolved prior to the Hearing. If such Claims cannot be resolved and a hearing is determined to be necessary, the Debtors shall file with the Court and serve on the affected claimants a notice of the hearing to the extent the Debtors did not file a notice of hearing previously.

7. **Discovery.** If the Debtors determine that discovery is necessary in advance of a hearing on an Omnibus Objection, the Debtors will serve notice on the affected claimant and its counsel of record that the scheduled hearing will be treated as a status conference during which the parties will request that the Court issue a scheduling order to facilitate dismissal or resolution of the litigation. Such notice may be incorporated into the initial agenda letter for the hearing or may be provided in a separate notice.

Additional Information

8. Copies of these procedures, the Order, the Motion, or any other pleadings filed in the Debtors’ chapter 11 cases are available for free online at <https://cases.stretto.com/EddieBauer>. You may also obtain copies of any of the documents filed in the Chapter 11 Cases for a fee via PACER at www.njb.uscourts.gov.

Reservation of Rights

9. NOTHING IN ANY NOTICE SHALL BE DEEMED TO CONSTITUTE A WAIVER OF ANY RIGHTS OF THE DEBTORS TO DISPUTE ANY CLAIMS, ASSERT COUNTERCLAIMS, RIGHTS OF OFFSET OR RECOUPMENT, DEFENSES, OBJECT TO ANY CLAIMS ON ANY GROUNDS NOT PREVIOUSLY RAISED IN AN OBJECTION (UNLESS THE COURT HAS ALLOWED THE CLAIM OR ORDERED OTHERWISE), OR SEEK TO ESTIMATE ANY CLAIM AT A LATER DATE. AFFECTED PARTIES WILL BE PROVIDED APPROPRIATE NOTICE THEREOF AT SUCH TIME.

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Dated: [●], 2026

/s/ Draft

COLE SCHOTZ P.C.

Michael D. Sirota, Esq.
Warren A. Usatine, Esq.
Felice R. Yudkin, Esq.
Court Plaza North, 25 Main Street
Hackensack, New Jersey 07601
Telephone: (201) 489-3000
msirota@coleschotz.com
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fyudkin@coleschotz.com

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

KIRKLAND & ELLIS LLP

KIRKLAND & ELLIS INTERNATIONAL LLP

Joshua A. Sussberg, P.C. (admitted *pro hac vice*)
Matthew C. Fagen, P.C. (admitted *pro hac vice*)
Oliver Paré (admitted *pro hac vice*)
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New York, New York 10022
Telephone: (212) 446-4800
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*Co-Counsel to the Debtors and
the Debtors in Possession*

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Claimant Name or Identifier	Debtor	Claim Number	Date Filed	Asserted Claim Amount	Basis for Objection	Surviving Claim No.

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Exhibit 3

Satisfaction Procedures

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

<p>In re:</p> <p>EDDIE BAUER LLC, <i>et al.</i>,</p> <p style="text-align: center;">Debtors.¹</p>	<p>Chapter 11</p> <p>Case No. 26-11422 (SLM)</p> <p>(Jointly Administered)</p>
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**PROCEDURES FOR FILING AND SERVING
NOTICES OF SATISFACTION OF CLAIMS**

On [], 2026, the United States Bankruptcy Court for the District of New Jersey (the “Court”) entered the *Order Granting Debtors’ Motion for Entry of an Order (A) Approving (I) Omnibus Claims Objection Procedures and Form of Notice, (II) Omnibus Substantive Claims Objections, and (III) Satisfaction Procedures and Form of Notice and (B) Waiving Bankruptcy Rule 3007(e)* [Docket No. []] (the “Order”)² in the above referenced chapter 11 cases. Among other things, the Order approved these procedures for serving notices of satisfaction of Claims (the “Satisfaction Procedures”).

Satisfaction Procedures

1. Grounds for Satisfaction Procedures. The Debtors may file and serve notices of satisfaction in the form attached hereto (each, a “Notice of Satisfaction”) with respect to Claims subject to Proofs of Claims or on the Schedules. A Notice of Satisfaction may be sent on the grounds that such Claims have been satisfied in full according to the Debtors’ books and records, including pursuant to any confirmed chapter 11 plan or an order of the Court.

Responses to Notices of Satisfaction

2. Parties Required to File a Response. Any party who disagrees with a Notice of Satisfaction is required to file a response (each, a “Response”) in accordance with the procedures set forth herein; *provided, however*, that such party may not object to any amount that the Court has approved pursuant to an order. **If a claimant whose Claim is subject to a Notice of Satisfaction does not file and serve a Response in compliance with the procedures below, the**

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

Debtors are authorized to instruct the Claims and Noticing Agent to expunge such Claim from the Claims Register without further notice to the claimant.

3. Response Contents. Each Response to a Notice of Satisfaction must contain the following (at a minimum):

- a. a caption stating the name of the Court, the name of the Debtor, the case number, the Notice of Satisfaction to which the Response is directed, and, if applicable, the Proof of Claim number(s) related thereto from the Claims Register;
- b. a concise statement setting forth the reasons why the Court should not enter the order with respect to the Notice of Satisfaction regarding such Claim, including the specific factual and legal bases upon which the claimant will rely in opposing the Notice of Satisfaction;
- c. a copy of any other documentation or other evidence of the Claim, to the extent not already included with the Proof of Claim (if applicable), upon which the claimant will rely in opposing the Notice of Satisfaction; *provided, however,* that the claimant need not disclose confidential, proprietary, or otherwise protected information in the Response; *provided further, however,* that the claimant shall disclose to the Debtors all information and provide copies of all documents that the claimant believes to be confidential, proprietary, or otherwise protected and upon which the claimant intends to rely in support of its Claim, subject to appropriate confidentiality constraints; and
- d. the following contact information for the responding party:
 - i. the name, address, telephone number, and e-mail address of the responding claimant or the claimant's attorney or designated representative to whom the attorneys for the Debtors should serve a reply to the Response, if any; or
 - ii. the name, address, telephone number, and e-mail address of the party with authority to reconcile, settle, or otherwise resolve the Notice of Satisfaction on the claimant's behalf.

4. Filing and Serving the Response. A Response will be deemed timely only if it is filed with the Court and served on all of the following parties (the "Notice Parties") so as to be actually received **by or before 4:00 p.m. (prevailing Eastern Time) on the day that is seven (7) calendar days before the Hearing on the Notice of Satisfaction** (the "Response Deadline"), unless the Debtors consent to an extension in writing:

- a. Debtors' Co-counsel. Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn: Oliver Paré (oliver.pare@kirkland.com) and Nathan Felton (nathan.felton@kirkland.com);

- b. Debtors' Co-Counsel. Cole Schotz, P.C., Court Plaza North, 25 Main Street, Hackensack, New Jersey 07601, Attn: Felice R. Yudkin, Esq. (fyudkin@coleschotz.com) and Andreas D. Milliaressis, Esq. (amilliaressis@coleschotz.com); and
- c. U.S. Trustee. Office of the United States Trustee for the District of New Jersey, One Newark Center, 1085 Raymond Boulevard, Suite 2100, Newark, New Jersey 07102, Attn: Fran Steele (fran.b.steele@usdoj.gov) and David Gerardi (david.gerardi@usdoj.gov).

5. Failure to Respond. A Response that is not filed and served in accordance with the procedures set forth herein may not be considered at the Hearing before the Court. **Absent reaching an agreement with the Debtors resolving the Response to the Notice of Satisfaction, failure to both file and serve a Response timely as set forth herein may result in the Debtors causing the Claims and Noticing Agent to expunge such Claims from the Claims Register without further notice or hearing, and such claimant shall not be treated as a creditor with respect to the Claim for purposes of distribution.**

Hearing on the Response

6. Date, Time and Location. A hearing (the "Hearing") on the Notice of Satisfaction will be held on [___], 2026, at [___], prevailing Eastern Time, before the Honorable Stacey L. Meisel, United States Bankruptcy Judge for the District of New Jersey. The Hearing may be conducted virtually using Zoom for Government. To the extent parties wish to present their argument at the hearing conducted using Zoom for Government, a request for "Presenter Status" must be submitted to the Court at least one (1) business day prior to the hearing by e-mailing Chambers (chambers_of_slm@njb.uscourts.gov) and providing the following information: (a) name of Presenter, (b) e-mail address of Presenter, (c) Presenter's affiliation with the case and/or (d) what party or interest the Presenter represents. If the request is approved, the Presenter will receive appropriate Zoom credentials and further instructions via e-mail. The hearing may be adjourned to a subsequent date in these cases in the Court's or the Debtors' discretion. You must attend the Hearing if you disagree with the Notice of Satisfaction and have filed a Response that remains unresolved prior to the Hearing. If such Claims cannot be resolved and a hearing is determined to be necessary, the Debtors shall file with the Court and serve on the affected claimants a notice of the hearing to the extent the Debtors did not file a notice of hearing previously.

7. Reply to a Response. The Debtors shall be permitted to file a reply to any Response no later than two (2) business days before the Hearing with respect to the relevant Notice of Satisfaction.

Miscellaneous

8. Additional Information. Copies of these procedures, the Order, the Motion, or any other pleadings filed in the Debtors' chapter 11 cases are available for free online at <https://cases.stretto.com/EddieBauer>. Copies of any of the documents filed in the Debtors' chapter 11 cases may also be obtained for a fee via PACER at www.njb.uscourts.gov.

9. Reservation of Rights. NOTHING IN ANY NOTICE SHALL BE DEEMED TO CONSTITUTE A WAIVER OF ANY RIGHTS OF THE DEBTORS TO DISPUTE ANY CLAIMS, ASSERT COUNTERCLAIMS, RIGHTS OF OFFSET OR RECOUPMENT, DEFENSES, OBJECT TO ANY CLAIMS ON ANY GROUNDS NOT PREVIOUSLY RAISED IN AN OBJECTION (UNLESS THE COURT HAS ALLOWED THE CLAIM OR ORDERED OTHERWISE), OR SEEK TO ESTIMATE ANY CLAIM AT A LATER DATE. AFFECTED PARTIES WILL BE PROVIDED APPROPRIATE NOTICE THEREOF AT SUCH TIME.

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Exhibit 4

Notice of Satisfaction of Claims

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

In re:

EDDIE BAUER LLC, *et al.*,

Debtors.¹

Chapter 11

Case No. 26-11422 (SLM)

Hearing Date and Time:

_____, 2026, at __:00 .m. (ET)

(Jointly Administered)

NOTICE OF SATISFACTION OF CLAIMS

YOU SHOULD LOCATE YOUR REFERENCE NUMBER OR CLAIM NUMBER AND YOUR CLAIM(S) ON THE SCHEDULE ATTACHED HERETO. PLEASE TAKE NOTICE THAT YOUR CLAIM(S) MAY BE EXPUNGED FROM THE CLAIMS REGISTER AND YOU SHALL NOT BE TREATED AS A CREDITOR WITH RESPECT TO THE CLAIM FOR PURPOSES OF DISTRIBUTION AS A RESULT OF THE NOTICE OF SATISFACTION. THEREFORE, PLEASE READ THIS NOTICE VERY CAREFULLY AND DISCUSS IT WITH YOUR ATTORNEY. IF YOU DO NOT HAVE AN ATTORNEY, YOU MAY WISH TO CONSULT ONE.

IF YOU HAVE QUESTIONS OR WISH TO RESPOND TO THIS NOTICE, PLEASE CONTACT THE DEBTORS' CO-COUNSEL:

**OLIVER PARÉ
(332) 225-6109**

OLIVER.PARE@KIRKLAND.COM

**NATHAN FELTON
(212) 341-7512**

NATHAN.FELTON@KIRKLAND.COM

**FELICE R. YUDKIN, ESQ.
(201) 525-6261**

FYUDKIN@COLESCHOTZ.COM

**ANDREAS D. MILLIARESSIS, ESQ.
(201) 525-6257**

AMILLIARESSIS@COLESCHOTZ.COM

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' 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.

PLEASE TAKE NOTICE that the above-captioned debtors and debtors in possession (collectively, the “Debtors”) have identified you as holding certain Claim(s)² against the Debtors listed in the table at the end of this notice, which have been satisfied in full according to the Debtors’ books and records.

Important Information Regarding the Notice of Satisfaction

Grounds for the Notice of Satisfaction. The Debtors are seeking to expunge your Claim(s) listed in the table at the end of this notice on the grounds that such Claim(s), have been satisfied in full according to the Debtors’ books and records.

Satisfaction Procedures. On [___], 2026, the United States Bankruptcy Court for the District of New Jersey (the “Court”) entered an order [Docket No. ___] (the “Order”) approving procedures for serving Notices of Satisfaction of Claims asserted against the Debtors in their chapter 11 cases (the “Satisfaction Procedures”), which are attached to the Order at Exhibit 3. ***Please review the Satisfaction Procedures carefully to ensure your response, if any, is filed and served timely and correctly. You may obtain a copy of the Order as set forth in the Additional Information section below.***

Resolving the Notice of Satisfaction Regarding Your Claim(s)

1. Resolving Objections. If you choose to object, certain of the Debtors’ advisors will be available to work with you and discuss and resolve consensually the Notice of Satisfaction listing your Claim(s) without the need for filing a formal response or attending a hearing. Please contact Debtors’ co-counsel, Kirkland & Ellis LLP, Attn.: Oliver Paré (oliver.pare@kirkland.com) and Nathan Felton (nathan.felton@kirkland.com) and Cole Schotz P.C., Attn.: Felice R. Yudkin (fyudkin@coleschotz.com) and Andreas D. Milliaressis (amilliaressis@coleschotz.com) via e-mail within ten (10) calendar days after the date of this notice or such other date as the Debtors may agree in writing (e-mail being sufficient). Please have your Proof(s) of Claim and any related material available for any such discussions.

2. Response Contents. Each Response to a Notice of Satisfaction must contain the following (at a minimum):

- a. a caption stating the name of the Court, the name of the Debtor, the case number, the Notice of Satisfaction to which the Response is directed, and, if applicable, the Proof of Claim number(s) related thereto from the Claims Register;
- b. a concise statement setting forth the reasons why the Court should not enter the order with respect to the Notice of Satisfaction regarding such Claim, including the specific factual and legal bases upon which the claimant will rely in opposing the Notice of Satisfaction;

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Objection Procedures.

- c. a copy of any other documentation or other evidence of the Claim, to the extent not already included with the Proof of Claim (if applicable), upon which the claimant will rely in opposing the Notice of Satisfaction; *provided, however*, that the claimant need not disclose confidential, proprietary, or otherwise protected information in the Response; *provided further, however*, that the claimant shall disclose to the Debtors all information and provide copies of all documents that the claimant believes to be confidential, proprietary, or otherwise protected and upon which the claimant intends to rely in support of its Claim, subject to appropriate confidentiality constraints; and
- d. the following contact information for the responding party:
 - i. the name, address, telephone number, and e-mail address of the responding claimant or the claimant's attorney or designated representative to whom the attorneys for the Debtors should serve a reply to the Response, if any; or
 - ii. the name, address, telephone number, and e-mail address of the party with authority to reconcile, settle, or otherwise resolve the Notice of Satisfaction on the claimant's behalf.

3. Filing and Serving the Response. A Response will be deemed timely only if it is filed with the Court and served on all of the following parties (the "Notice Parties") so as to be actually received **by or before 4:00 p.m. (prevailing Eastern Time) on the day that is seven (7) calendar days before the Hearing (defined below) on the Notice of Satisfaction** (the "Response Deadline"), unless the Debtors consent to an extension in writing:

- a. Debtors' Co-counsel. Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn: Oliver Paré (oliver.pare@kirkland.com) and Nathan Felton (nathan.felton@kirkland.com);
- b. Debtors' Co-Counsel. Cole Schotz, P.C., Court Plaza North, 25 Main Street, Hackensack, New Jersey 07601, Attn: Felice R. Yudkin, Esq. (fyudkin@coleschotz.com) and Andreas D. Milliaressis, Esq. (amilliaressis@coleschotz.com); and
- c. U.S. Trustee. Office of the United States Trustee for the District of New Jersey, One Newark Center, 1085 Raymond Boulevard, Suite 2100, Newark, New Jersey 07102, Attn: Fran Steele (fran.b.steele@usdoj.gov) and David Gerardi (david.gerardi@usdoj.gov).

4. Failure to Respond. A Response that is not filed and served in accordance with the procedures set forth herein may not be considered at the Hearing before the Court. **Absent reaching an agreement with the Debtors resolving the Response to the Notice of Satisfaction, failure to both file and serve a Response timely as set forth herein may result in the Debtors causing the Claims and Noticing Agent to expunge such Claims from the Claims Register**

without further notice or hearing, and such claimant shall not be treated as a creditor with respect to the Claim for purposes of distribution.

Hearing on the Response

5. Date, Time and Location. A hearing (the “Hearing”) on the Notice of Satisfaction will be held on [___], 2026, at [___], prevailing Eastern Time, before the Honorable Stacey L. Meisel, United States Bankruptcy Judge for the District of New Jersey. The Hearing may be conducted virtually using Zoom for Government. To the extent parties wish to present their argument at the hearing conducted using Zoom for Government, a request for “Presenter Status” must be submitted to the Court at least one (1) business day prior to the hearing by e-mailing Chambers (chambers_of_slm@njb.uscourts.gov) and providing the following information: (a) name of Presenter, (b) e-mail address of Presenter, (c) Presenter’s affiliation with the case and/or (d) what party or interest the Presenter represents. If the request is approved, the Presenter will receive appropriate Zoom credentials and further instructions via e-mail. The hearing may be adjourned to a subsequent date in these cases in the Court’s or the Debtors’ discretion. You must attend the Hearing if you disagree with the Notice of Satisfaction and have filed a Response that remains unresolved prior to the Hearing. If such Claims cannot be resolved and a hearing is determined to be necessary, the Debtors shall file with the Court and serve on the affected claimants a notice of the hearing to the extent the Debtors did not file a notice of hearing previously.

6. Reply to a Response. The Debtors shall be permitted to file a reply to any Response no later than two (2) business days before the Hearing with respect to the relevant Notice of Satisfaction.

Additional Information

7. Copies of these procedures, the Order, the Motion, or any other pleadings filed in the Debtors’ chapter 11 cases are available for free online at <https://cases.stretto.com/EddieBauer>. You may also obtain copies of any of the documents filed in the Chapter 11 Cases for a fee via PACER at www.njb.uscourts.gov.

Reservation of Rights

8. NOTHING IN ANY NOTICE SHALL BE DEEMED TO CONSTITUTE A WAIVER OF ANY RIGHTS OF THE DEBTORS TO DISPUTE ANY CLAIMS, ASSERT COUNTERCLAIMS, RIGHTS OF OFFSET OR RECOUPMENT, DEFENSES, OBJECT TO ANY CLAIMS ON ANY GROUNDS NOT PREVIOUSLY RAISED IN AN OBJECTION (UNLESS THE COURT HAS ALLOWED THE CLAIM OR ORDERED OTHERWISE), OR SEEK TO ESTIMATE ANY CLAIM AT A LATER DATE. AFFECTED PARTIES WILL BE PROVIDED APPROPRIATE NOTICE THEREOF AT SUCH TIME.

Dated: [●], 2026

/s/ Draft

COLE SCHOTZ P.C.

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

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Claimant Name or Identifier	Claim / Schedule No.	Total Claim Value

This is Exhibit "GG" referred to in the Affidavit of George Pantelis sworn by George Pantelis of the City of Nashville, in the State of Tennessee, before me at the City of Toronto, in the Province of Ontario, on April 24, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

A handwritten signature in blue ink, appearing to read "M. Dick", is written above a horizontal line.

Commissioner for Taking Affidavits (or as may be)

MARLEIGH ERYN DICK

LSO# 79390S



Order Filed on March 27, 2026
by Clerk,
U.S. Bankruptcy Court
District of New Jersey

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

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

**KIRKLAND & ELLIS LLP
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-and-

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fyudkin@coleschotz.com

*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)

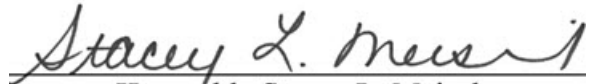
(Jointly Administered)

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' 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.

**ORDER (I) AUTHORIZING THE RETENTION
AND EMPLOYMENT OF BERKELEY RESEARCH GROUP, LLC
TO PROVIDE CO-CHIEF RESTRUCTURING OFFICERS AND
ADDITIONAL PERSONNEL FOR THE DEBTORS EFFECTIVE AS OF
THE PETITION DATE; AND (II) GRANTING RELATED RELIEF**

The relief set forth on the following pages, numbered three (3) through eleven (11), is hereby **ORDERED**.

DATED: March 27, 2026


Honorable Stacey L. Meisel
United States Bankruptcy Judge

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Debtors: EDDIE BAUER LLC, *et al*
Case No.: 26-11422 (SLM)
Caption of Order: Order (I) Authorizing the Retention and Employment of Berkeley Research Group, LLC to Provide Co-Chief Restructuring Officers and Additional Personnel for the Debtors Effective as of the Petition Date; and (II) Granting Related Relief

Upon the Motion (the “Motion”)¹ of the Debtors for entry of an order (this “Order”), pursuant to sections 105(a) and 363(b) of title 11 of the United States Code (the “Bankruptcy Code”), (i) authorizing the Debtors to retain and employ Berkeley Research Group, LLC (“BRG”) to provide (a) Stephen Coulombe and George Pantelis as Co-Chief Restructuring Officers (together, the “Co-CROs”), and (b) additional staff (the “Additional Personnel” and together with the Co-CROs, the “BRG Professionals”) to support the Co-CROs and perform professional services; (ii) providing that the employment of the BRG Professionals is effective as of the Petition Date; and (iii) granting related relief, all as more fully set forth in the Motion; and upon consideration of the Coulombe Declaration; and this Court having jurisdiction to consider the Motion pursuant to 28 U.S.C. §§ 157 and 1334; and venue of these chapter 11 cases and the Motion in this district being proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this matter being a core proceeding pursuant to 28 U.S.C. § 157(b); and it appearing that this Court may enter a final order consistent with Article III of the United States Constitution; 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”); and this Court having determined that the legal and factual bases set forth in the Motion and at the

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

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Debtors: EDDIE BAUER LLC, *et al*
Case No.: 26-11422 (SLM)
Caption of Order: Order (I) Authorizing the Retention and Employment of Berkeley Research Group, LLC to Provide Co-Chief Restructuring Officers and Additional Personnel for the Debtors Effective as of the Petition Date; and (II) Granting Related Relief

Hearing, establish just cause for the relief granted herein; and this Court being satisfied based on the representations made in the Motion and in the Coulombe Declaration that the BRG does not hold or represent interests adverse to the Debtors' estates; that BRG is not a "creditor" within the meaning of section 101(11) of the Bankruptcy Code; 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 as set forth herein.
2. Any objections to the entry of this Order, to the extent not withdrawn or settled, are overruled.
3. Pursuant to sections 105(a) and 363(b) of the Bankruptcy Code, the Debtors are (i) authorized to retain and employ BRG to provide (a) Stephen Coulombe and George Pantelis as Co-CROs, and (b) Additional Personnel to support the Co-CROs and perform professional services in accordance with the terms of the Engagement Letter, as modified by this Order, effective as of the Petition Date.
4. The terms of the Engagement Letter, including, without limitation, the indemnification provisions and compensation provisions, as modified by the Motion and this Order, are reasonable terms and conditions of employment and are hereby approved.
5. The Debtors are authorized to pay in the ordinary course of business all reasonable amounts invoiced by BRG for fees and expenses, subject to paragraphs 7 and 8 of this Order, and

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Debtors: EDDIE BAUER LLC, *et al*
Case No.: 26-11422 (SLM)
Caption of Order: Order (I) Authorizing the Retention and Employment of Berkeley Research Group, LLC to Provide Co-Chief Restructuring Officers and Additional Personnel for the Debtors Effective as of the Petition Date; and (II) Granting Related Relief

none of the fees payable to BRG shall constitute a “bonus” or fee enhancement under applicable law.

6. BRG shall file reports of staffing, compensation earned, and expenses incurred on a monthly basis by the last day of each month for the previous month (each, a “Staffing Report”) with the Court. Each Staffing Report shall contain summary charts which describe the services provided, including the number of hours worked by category, identify the compensation earned by each Additional Personnel, and itemize the expenses incurred. Time records shall (i) be appended to the Staffing Report, (ii) contain detailed time entries describing the task(s) performed, and (iii) be organized by project category. Where BRG Professionals are providing services at an hourly rate, the time entries shall identify the time spent completing each task in 1/10th hour increments; where BRG Professionals are providing services at a “flat” rate, the time entries shall be kept in hourly increments. All compensation shall be subject to review by the Court in the event an objection is filed. BRG’s first Staffing Report shall be filed as soon as practicable following the entry of this Order, covering the period of the Petition Date through February 28, 2026.

7. Objections or responses to Staffing Reports, if any, shall be filed and served within fourteen (14) days of filing the Staffing Report.

8. Success fees, transaction fees, or other back-end fees shall be approved by this Court at the conclusion of these chapter 11 cases on a reasonableness standard and are not being pre-approved by entry of this Order. No success fee, transaction fee, or back-end fee shall be

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Debtors: EDDIE BAUER LLC, *et al*
Case No.: 26-11422 (SLM)
Caption of Order: Order (I) Authorizing the Retention and Employment of Berkeley Research Group, LLC to Provide Co-Chief Restructuring Officers and Additional Personnel for the Debtors Effective as of the Petition Date; and (II) Granting Related Relief

sought upon conversion of these chapter 11 cases, dismissal of these chapter 11 cases for cause, or appointment of a trustee.

9. The terms of the Engagement Letter, as modified herein, are approved and the indemnification, contribution, and reimbursement provisions as set forth therein are approved, during the pendency of these cases, subject to the following modifications:

- (a) BRG shall not be entitled to indemnification, contribution, or reimbursement pursuant to the Engagement Letter, unless indemnification, contribution, or reimbursement is approved by the Court;
- (b) Notwithstanding any provision of the Engagement Letter to the contrary, the Debtors shall have no obligation to indemnify BRG, or provide contribution or reimbursement to BRG, for any claim or expense that is either: (i) judicially determined (the determination having become final) to have arisen from BRG's gross negligence, willful misconduct, bad faith or self-dealing to which the Debtors have not consented, (ii) for a contractual dispute in which the Debtors allege the breach of BRG's contractual obligations to maintain the confidentiality of non-public information unless the Court determines that indemnification, contribution, or reimbursement would be permissible pursuant to *In re United Artists Theatre Co.*, 315 F.3d 217 (3d Cir. 2003), or (iii) settled without the Debtors consent prior to a judicial determination as to the exclusions set forth in clauses (i) and (ii) above, but determined by the Court, after notice and a hearing pursuant to subparagraph (c) to be a claim or expense for which BRG should not receive indemnity, contribution, or reimbursement under the terms of the Engagement Letter as modified by this Order.
- (c) If, before the earlier of (i) the entry of a final, non-appealable order confirming a chapter 11 plan in these cases, and (ii) the entry of an order closing these chapter 11 cases, BRG believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution, and/or reimbursement obligations under the Engagement Letter (as modified by this Order), including without limitation the advancement of defense costs, BRG must file an application therefor in this Court, and the Debtors may not pay any such amounts to BRG before

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Debtors: EDDIE BAUER LLC, *et al*
Case No.: 26-11422 (SLM)
Caption of Order: Order (I) Authorizing the Retention and Employment of Berkeley Research Group, LLC to Provide Co-Chief Restructuring Officers and Additional Personnel for the Debtors Effective as of the Petition Date; and (II) Granting Related Relief

the entry of an order by this Court approving the payment. This subparagraph (c) is intended only to specify the period of time under which the Court shall have jurisdiction over any request for fees and expenses by BRG for indemnification, contribution, or reimbursement, and not a provision limiting the duration of the Debtors' obligation to indemnify BRG. All parties in interest shall retain the right to object to any demand by BRG for indemnification, contribution, or reimbursement.

- (d) Notwithstanding anything to the contrary in the Motion, the Engagement Letter, or the Coulombe Declaration, any limitation of liability or limitation on any amounts to be contributed by the parties to the Engagement Letter under the terms of the Engagement Letter shall be eliminated.
- (e) Notwithstanding anything to the contrary in the Motion, the Engagement Letter, or the Coulombe Declaration, and subject to the paragraphs (b) and c) above, the Debtors are permitted to (i) indemnify those persons serving as corporate officers on the same terms as provided to the Debtors' other officers and directors under the corporate bylaws and pursuant to applicable federal and state laws; and (ii) provide insurance coverage under the Debtors' D&O policy.

10. Notwithstanding anything to the contrary in the Motion, the Engagement Letter, or the Coulombe Declaration, BRG shall not seek reimbursement of any fees or costs, including attorney fees and costs, arising from the defense of any of BRG's fee applications in the cases. In the event BRG seeks reimbursement for attorneys' fees and expenses, the invoices and supporting time records for the attorneys' fees and expenses shall be included in BRG's fee and expense applications, and these invoices and time records from such attorneys shall be billed in one-tenth (1/10) hour increments and included in BRG's own fee own applications (both interim and final) and such invoices and time records shall be in compliance with the Local Rules and shall be subject to the U.S. Trustee Guidelines and the approval of the Court pursuant to sections 330 and 331 of

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Debtors: EDDIE BAUER LLC, *et al*
Case No.: 26-11422 (SLM)
Caption of Order: Order (I) Authorizing the Retention and Employment of Berkeley Research Group, LLC to Provide Co-Chief Restructuring Officers and Additional Personnel for the Debtors Effective as of the Petition Date; and (II) Granting Related Relief

the Bankruptcy Code, but without regard to whether such attorneys have been retained under section 327 of the Bankruptcy Code, and without regard to whether such attorneys' services satisfy section 330(a)(3)(C) of the Bankruptcy Code. All rights are reserved to permit objection to any request for reimbursement of expenses, including but not limited to any request for the reimbursement of legal fees of BRG's independent counsel.

11. Notwithstanding anything to the contrary in the Motion, the Engagement Letter, or the Coulombe Declaration, BRG shall, to the extent BRG uses the services of Contractors in these cases and seeks to pass the fees and/or costs of the Contractors through to the Debtors, BRG shall: (a) pass through the fees of such Contractors to the Debtors at the same rate that BRG pays the Contractors; and (b) seek reimbursement for the actual costs of the Contractors only. In addition, BRG shall ensure that the Contractors perform conflicts checks and file disclosures as required by the Bankruptcy Code and Bankruptcy Rules.

12. BRG is authorized to apply the Cash on Account to satisfy any unbilled or other remaining prepetition fees and expenses BRG becomes aware of during its ordinary course billing review and reconciliation. BRG is authorized to maintain the balance of the Cash on Account until the conclusion of its representation of the Debtors, at which time BRG may apply such balance against its final invoices or otherwise return the funds.

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Debtors: EDDIE BAUER LLC, *et al*
Case No.: 26-11422 (SLM)
Caption of Order: Order (I) Authorizing the Retention and Employment of Berkeley Research Group, LLC to Provide Co-Chief Restructuring Officers and Additional Personnel for the Debtors Effective as of the Petition Date; and (II) Granting Related Relief

13. BRG and its affiliates shall not act in any other capacity (for example, and without limitation, as a financial advisor, claims agent/claims administrator, or investor/acquirer) in connection with these Chapter 11 Cases.

14. To the extent the Debtors wish to expand the scope of BRG's services beyond those services set forth in the Motion or this Order, inclusive of the utilization of any BRG affiliates to perform services for the Debtors or seeking to have BRG personnel assume executive officer positions that are different than the position disclosed in the Motion, the Debtors shall be required to seek further approval from this Court. The Debtors shall file notice of any proposed additional services (the "Proposed Additional Services") and any underlying engagement agreement with the Court and serve such notice on the U.S. Trustee, the Committee, and any party requesting notice under Bankruptcy Rule 2002. If no such party files an objection within 14 days of the Debtors' filing such notice, the Proposed Additional Services and any underlying engagement agreement may be approved by the Court by further order without further notice or hearing.

15. No principal, employee, or independent contractor of BRG and its affiliates shall serve as a director of any of the above-captioned Debtors during the pendency of these chapter 11 cases.

16. For a period of three years after the conclusion of the engagement, neither BRG nor any of its affiliates shall make any investments in the Debtors or the reorganized Debtors. BRG

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Debtors: EDDIE BAUER LLC, *et al*
Case No.: 26-11422 (SLM)
Caption of Order: Order (I) Authorizing the Retention and Employment of Berkeley Research Group, LLC to Provide Co-Chief Restructuring Officers and Additional Personnel for the Debtors Effective as of the Petition Date; and (II) Granting Related Relief

personnel serving as corporate officers of the Debtors shall be subject to the same fiduciary duties and obligations applicable to other persons serving in such capacity.

17. To the extent there is any inconsistency between the terms of the Engagement Letter, the Motion, the Coulombe Declaration, and this Order, the terms of this Order shall govern.

18. During the pendency of these chapter 11 cases, the arbitration provision in the Engagement Letter shall not be applicable.

19. During the pendency of the chapter 11 cases, the Fees and Expenses provision of the Engagement Letter shall be revised to provide that the 1% interest per month late charge, biweekly billing and seven (7) day review of invoices will not be applicable.

20. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon its entry.

21. BRG shall use its best efforts to avoid any unnecessary duplication of services provided by any retained professionals in these Chapter 11 Cases.

22. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order.

23. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion, and the requirements of the Bankruptcy Rules and the Local Bankruptcy Rules are satisfied by such notice.

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Debtors: EDDIE BAUER LLC, *et al*

Case No.: 26-11422 (SLM)

Caption of Order: Order (I) Authorizing the Retention and Employment of Berkeley Research Group, LLC to Provide Co-Chief Restructuring Officers and Additional Personnel for the Debtors Effective as of the Petition Date; and (II) Granting Related Relief

24. This Court retains exclusive jurisdiction with respect to all matters arising from the implementation, interpretation, and enforcement of this Order.

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF EDDIE BAUER LLC, EDDIE BAUER GIFT CARD
SERVICES LLC, SPARC EB HOLDINGS LLC, 13051269 CANADA INC. AND
EDDIE BAUER OF CANADA CORPORATION

APPLICATION OF EDDIE BAUER LLC UNDER SECTION 46 OF THE
COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36,
AMENDED

Court File No: CL-26-00000050-0000

APPLICANT

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

PROCEEDING COMMENCED AT TORONTO

AFFIDAVIT OF GEORGE PANTELIS
(Sworn April 24, 2026)

OSLER, HOSKIN & HARCOURT LLP

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1 First Canadian Place
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Toronto ON M5X 1B8

Marc Wasserman (LSO#44066M)
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Marleigh Dick (LSO# 79390S)

Tel: 416.362.2111
Fax: 416.862.6666

Lawyers for the Applicant

TAB 3

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE MADAM

)

FRIDAY, THE 30TH

JUSTICE DIETRICH

)

)

DAY OF APRIL, 2026

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF EDDIE BAUER LLC, EDDIE BAUER GIFT
CARD SERVICES LLC, SPARC EB HOLDINGS LLC, 13051269 CANADA
INC. AND EDDIE BAUER OF CANADA CORPORATION

APPLICATION OF EDDIE BAUER LLC UNDER SECTION 46 OF THE
COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS
AMENDED

RECOGNITION ORDER

THIS MOTION, made by Eddie Bauer LLC, in its capacity as the foreign representative (in such capacity, the “**Foreign Representative**”) of Eddie Bauer LLC, Eddie Bauer Gift Card Services LLC, SPARC EB Holdings LLC, 13051269 Canada Inc., and Eddie Bauer of Canada Corporation (collectively, the “**Chapter 11 Debtors**”), pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”) for an Order, *inter alia*: (a) recognizing certain orders entered by the United States Bankruptcy Court for the District of New Jersey (the “**U.S. Bankruptcy Court**”) in the cases commenced by the Chapter 11 Debtors pursuant to Chapter 11 of the United States Bankruptcy Code (the “**Foreign Proceeding**”); and (b) granting a declaration in respect of the *Wage Earner Protection Program Act*, S.C. 2005, c. 47, s. 1, as amended (the “**WEPPA**”), was heard this day by judicial videoconference in Toronto, Ontario.

ON READING the Notice of Motion, the affidavit of George Pantelis, affirmed April 24, 2026 and the Second Report of KSV Restructuring Inc., in its capacity as information officer (in such capacity, the “**Information Officer**”) dated April ●, 2026, each filed, and on hearing the submissions of counsel for the Foreign Representative, counsel for the Information Officer, and those other parties that were present and wished to be heard, no one else appearing although duly served as appears from the affidavit of service of Marleigh Dick affirmed April ●, 2026:

SERVICE AND DEFINITIONS

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.

2. **THIS COURT ORDERS** that capitalized terms used herein and not otherwise defined have the meanings given to them in the *Third Amended Joint Plan of Reorganization of Eddie Bauer LLC and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (as amended, supplemented, or otherwise modified, the “**Plan**”) or the Supplemental Order (Foreign Main Proceeding) made in the within proceedings dated February 18, 2026 (the “**Supplemental Order**”).

RECOGNITION OF CONFIRMATION ORDER

3. **THIS COURT ORDERS** that the *Findings of Fact, Conclusions of Law, and Order (I) Approving the Debtors Disclosure Statement and (II) Confirming the Third Amended Joint Plan of Reorganization of Eddie Bauer LLC and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* of the U.S. Bankruptcy Court entered on April 16, 2026 (the “**Confirmation**”

Order”), among other things, confirming the Plan, a copy of which is attached as Schedule “A” hereto, is hereby recognized and given full force and effect in all provinces and territories in Canada pursuant to section 49 of the CCAA, provided, however, that in the event of any conflict between the terms of the Confirmation Order and the Orders of this Court made in the within proceedings, the Orders of this Court shall govern with respect to Property in Canada.

IMPLEMENTATION OF THE PLAN

4. **THIS COURT ORDERS** that the Foreign Representative, the Chapter 11 Debtors, the Information Officer, the Wind-Down Debtors, the GUC Trustee and the Plan Administrator are authorized and directed to take all steps and actions, and to do all things necessary or appropriate to implement the Plan in accordance with its terms, and enter into, implement and consummate all of the steps, transfers, transactions and agreements contemplated pursuant to the Plan.

5. **THIS COURT ORDERS** that, as of the Effective Date, the Plan, including (a) the treatment of all Claims and Interests as provided for in the Plan; and (b) all compromises, arrangements, transfers, transactions, releases, discharges and injunctions provided for in the Plan and as approved in the Confirmation Order, as applicable, shall inure to the benefit of and be binding and effective on the Canadian Debtors, the Canadian creditors of the Chapter 11 Debtors, and all other persons affected thereby, and on their respective heirs, administrators, executors, legal personal representatives, successors and assigns. Nothing herein shall release or affect any rights or obligations under the Plan.

6. **THIS COURT ORDERS** that each Person receiving a distribution pursuant to the Plan shall have the sole and exclusive responsibility for the satisfaction and payment of any tax

obligations imposed by any Canadian governmental authority (including income and other tax obligations) on account of such distribution.

7. **THIS COURT ORDERS** that the Foreign Representative is hereby directed to notify the Information Officer in writing of the occurrence and date of the Effective Date (the “**Effective Date Notice**”) as soon as is practicable following the occurrence thereof.

8. **THIS COURT ORDERS** that as soon as reasonably practicable following receipt of the Effective Date Notice from the Foreign Representative, the Information Officer is hereby authorized and directed to execute and file with the Court a certificate, substantially in the form attached hereto as Schedule “I” (the “**Effective Date Certificate**”), certifying the occurrence and date of the Effective Date, and serve a copy of such Effective Date Certificate upon the Service List for these proceedings as soon as practicable after the filing of the Effective Date Certificate with the Court. The Information Officer may rely on the Effective Date Notice from the Foreign Representative or its counsel, and the Information Officer shall incur no liability with respect to the delivery or filing of the Effective Date Certificate, save and except for any gross negligence or wilful misconduct on its part.

RELEASES AND INJUNCTIONS

9. **THIS COURT ORDERS** that the compromises, arrangements, releases, discharges and injunctions contained and referenced in the Plan and as approved by the Confirmation Order, are valid and that, effective as of the Effective Date, all such compromises, arrangements, releases, discharges and injunctions are hereby sanctioned, approved, recognized and given full force and effect in all provinces and territories in Canada in accordance with and subject to the terms of this Order, the Confirmation Order and the Plan.

RECOGNITION OF FOREIGN ORDERS

10. **THIS COURT ORDERS** that the following orders (collectively, the “**Foreign Orders**”) of the U.S. Bankruptcy Court made in the Foreign Proceeding are hereby recognized and given full force and effect in all provinces and territories of Canada pursuant to section 49 of the CCAA:

- (a) *Final Order (I) Authorizing the Debtors to (A) Continue Using the Cash Management System, (B) Honor Certain Prepetition Obligations Related Thereto, and (C) Maintain Existing Debtor Bank Accounts, Business Forms, and Books and Records; (II) Authorizing the Debtors to Continue to Perform Intercompany Transactions; (III) Waiving Certain U.S. Trustee Requirements; and (IV) Granting Related Relief;*
- (b) *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**”);*
- (c) *Order (I) Authorizing and Establishing Procedures for the De Minimis Asset Transactions; (II) Authorizing and Establishing Procedures for De Minimis Asset Abandonment; (III) Approving the Form and Manner of the Notice of De Minimis Asset Transactions and Abandonment; and (IV) Granting Related Relief (the “**De Minimis Asset Transactions Order**”);*
- (d) *Order (I) Authorizing and Establishing Procedures for the Compromise and Settlement of De Minimis Claims, (II) Approving the Form and Manner of the Notice of Settlement, and (III) Granting Related Relief;*

- (e) *First Order Approving the Rejection of Certain Executory Contracts and/or Unexpired Leases and the Abandonment of Certain Personal Property, if any;*
 - (f) *Order Granting Debtors' Motion for Entry of an Order (A) Approving the (I) Omnibus Claims Objection Procedures and Form of Notice, (II) Omnibus Substantive Claims Objections, and (III) Satisfaction Procedures and Form of Notice and (B) Waiving Bankruptcy Rule 3007(e); and*
 - (g) *Order (I) Authorizing the Retention and Employment of Berkeley Research Group, LLC to Provide Co-Chief Restructuring Officers and Additional Personnel for the Debtors Effective as of the Petition Date; and (II) Granting Related Relief;*
- (copies of which are attached as Schedules "B" to "H" hereto, respectively);

provided, however, that (i) in the event of any conflict between the terms of the Foreign Orders and the Orders of this Court made in the within proceedings, the Orders of this Court shall govern with respect to Property in Canada; and (ii) notwithstanding anything to the contrary in any Foreign Order, the exercise of rights and remedies by the Prepetition ABL Secured Parties (as defined in the Final Cash Collateral Order) against or in respect of the Canadian Debtors or the Canadian Debtors' Property shall be subject to the terms of the Canadian Guarantee Agreement (as defined in the Final Cash Collateral Order), including section 4.01(b) thereof, and this Order.

11. **THIS COURT ORDERS** that each of the Canadian Debtors is authorized, notwithstanding paragraph 5 of the Initial Recognition Order (Foreign Main Proceedings) of this Court dated February 18, 2026, to use, sell, transfer or abandon its Property in accordance with the De Minimis Asset Transactions Order; provided that, such Canadian Debtor shall provide written

notice to the Information Officer at least seven (7) days' prior to taking any actions with respect to its Property pursuant to the De Minimis Asset Transactions Order.

WEPPA DECLARATION

12. **THIS COURT ORDERS AND DECLARES** that, pursuant to subsections 5(1)(b)(iv) and 5(5) of the WEPPA, Eddie Bauer of Canada Corporation ("**Eddie Bauer Canada**") meets the criteria prescribed by section 3.2 of the *Wage Earner Protection Program Regulations*, SOR/2008-222.

13. **THIS COURT ORDERS** that the Information Officer, in addition to its prescribed rights, duties, responsibilities and obligations under the Supplemental Order and any other Orders of the Court in these proceedings, or as an officer of the Court, is hereby authorized and empowered to perform the duties and responsibilities of a "trustee" under the WEPPA and to take such actions or steps as are incidental thereto.

14. **THIS COURT ORDERS** that, in carrying out the terms of this Order and taking such other actions or steps incidental thereto, the Information Officer shall: (i) have all of the protections afforded to it by the Supplemental Order and any other Orders of the Court in these proceedings, or as an officer of the Court, including the stay of proceedings in its favour provided pursuant to the Supplemental Order; (ii) incur no liability or obligation; (iii) be entitled to rely on the books and records of Eddie Bauer Canada and any information provided by Eddie Bauer Canada, all without independent investigation; and (iv) not be not be liable for any claims or damages resulting from any errors or omissions in such books, records or information, or in any information provided by any former employee of Eddie Bauer Canada, except to the extent that the Information Officer has acted with gross negligence or wilful misconduct.

TERMINATION OF THESE PROCEEDINGS

15. **THIS COURT ORDERS** that, at such time following the Effective Date as the Plan Administrator and the Canadian Debtors, in consultation with the Information Officer, determine appropriate, the Plan Administrator or the Canadian Debtors are authorized to bring a motion before this Court seeking the termination of these proceedings under Part IV of the CCAA.

GENERAL

16. **THIS COURT ORDERS** that each of the Foreign Representative and the Information Officer may from time to time apply to this Court for advice and directions concerning the discharge of its powers and duties under this Order or the interpretation or application of this Order.

17. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, in the United States of America or any other foreign jurisdiction, to give effect to this Order and to assist the Chapter 11 Debtors, the Foreign Representative, the Information Officer, and their respective counsel and agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Chapter 11 Debtors, the Foreign Representative, and the Information Officer, the latter as an officer of this Court, as may be necessary or desirable to give effect to this Order, or to assist the Chapter 11 Debtors, the Foreign Representative, and the Information Officer and their counsel and respective agents in carrying out the terms of this Order.

18. **THIS COURT ORDERS** that each of the Chapter 11 Debtors, the Foreign Representative and the Information Officer be at liberty and is hereby authorized and empowered to apply to any

court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order.

SCHEDULE "A"

Plan Confirmation Order

SCHEDULE "B"

Final Cash Management Order

SCHEDULE "C"

Final Cash Collateral Order

SCHEDULE "D"

De Minimis Asset Transactions Order

SCHEDULE "E"

De Minimis Claims Order

SCHEDULE "F"

First Rejection Order

SCHEDULE "G"

Omnibus Claims Objection Procedures Order

SCHEDULE "H"
BRG Retention Order

SCHEDULE "I"

Form of Effective Date Certificate

Court File No. CL-26-00000050-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF EDDIE BAUER LLC, EDDIE BAUER GIFT
CARD SERVICES LLC, SPARC EB HOLDINGS LLC, 13051269 CANADA
INC. AND EDDIE BAUER OF CANADA CORPORATION

APPLICATION OF EDDIE BAUER LLC UNDER SECTION 46 OF THE
COMPANIES CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS
AMENDED

EFFECTIVE DATE CERTIFICATE

RECITALS:

- A. Pursuant to an Order of the Honourable Justice Cavanagh of the Ontario Superior Court of Justice (Commercial List) dated February 18, 2026, KSV Restructuring Inc. was appointed as Information Officer (in such capacity, the "**Information Officer**") in the recognition proceedings commenced by Eddie Bauer LLC, in its capacity as the foreign representative (in such capacity, the "**Foreign Representative**") of Eddie Bauer LLC, Eddie Bauer Gift Card Services LLC, SPARC EB Holdings LLC, 13051269 Canada Inc., and Eddie Bauer of Canada Corporation (collectively, the "**Chapter 11 Debtors**"), pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended.
- B. Pursuant to an Order of the Ontario Superior Court of Justice (Commercial List) dated April [30], 2026 (the "**Third Recognition Order**"), the Court, among other things, directed the Information Officer to execute and file with the Court a certificate confirming the occurrence and date of the Effective Date under the Plan upon being informed by the Foreign Representative that the Effective Date has occurred.

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Third Recognition Order.

THE INFORMATION OFFICER CERTIIFIES the following:

1. The Foreign Representative (or its counsel) has delivered notice to the Information Officer that the Effective Date under the Plan in respect of the Chapter 11 Debtors occurred on ●, 2026.
2. This Certificate was delivered by the Information Officer on ●, 2026.

KSV RESTRUCTURING INC., in its capacity as Information Officer of Eddie Bauer LLC, Eddie Bauer Gift Card Services LLC, SPARC EB Holdings LLC, 13051269 Canada Inc. and Effie Bauer of Canada Corporation, and not in its personal or corporate capacity

By: _____
Name:
Title:

Applicant

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**
Proceeding commenced at Toronto

RECOGNITION ORDER

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Lawyers for the Applicant

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

Court File No: CL-26-0000050-0000

AND IN THE MATTER OF EDDIE BAUER LLC, EDDIE BAUER GIFT CARD SERVICES LLC, SPARC EB HOLDINGS LLC, 13051269 CANADA INC. AND EDDIE BAUER OF CANADA CORPORATION

APPLICATION OF EDDIE BAUER LLC UNDER SECTION 46 OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AMENDED

APPLICANT

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST
PROCEEDING COMMENCED AT TORONTO

MOTION RECORD OF THE APPLICANT - VOL IV
(Plan Confirmation and Recognition of Other Orders,
returnable April 30, 2026)

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