

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re

Sticky's Holdings LLC, et al

Debtors.¹

Chapter 11

Case No. 24-10856 (JKS)

Jointly Administered

RE: D.I. 326

**ORDER GRANTING DEBTORS' SECOND OMNIBUS MOTION FOR ENTRY OF AN
ORDER (I) AUTHORIZING THE REJECTION OF CERTAIN
EXECUTORY CONTRACTS, EFFECTIVE AS OF SEPTEMBER 30, 2024, AND (II)
GRANTING RELATED RELIEF**

Upon the motion (the "Motion")² of the above-captioned debtors and debtors in possession (the "Debtors") for entry of an order (this "Order"), pursuant to sections 105(a) and 365(a) of the Bankruptcy Code, Bankruptcy Rules 6004, 6006, and 6007, and Local Rule 9013-1: (i) authorizing the rejection of the Contracts set forth on **Schedule 1**, effective as of September 30, 2024 (the "Rejection Date"); and (ii) granting related relief, all as more fully described in the Motion; and upon consideration of the Motion and First Day Declaration; and this Court having found that it has jurisdiction to consider the Motion pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated as of February 29, 2012; and this Court having found that the Motion is a core

¹ The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number are as follows: Sticky's Holdings LLC (3586); Sticky Fingers LLC (3212); Sticky Fingers II LLC (7125); Sticky Fingers III LLC (3914); Sticky Fingers IV LLC (9412); Sticky Fingers V LLC (1465); Sticky Fingers VI LLC (0578); Sticky's BK 1 LLC (0423); Sticky's NJ 1 LLC (5162); Sticky Fingers VII LLC (1491); Sticky's NJ II LLC (6642); Sticky Fingers IX LLC (5036); Sticky's NJ III LLC (7036); Sticky Fingers VIII LLC (0080); Sticky NJ IV LLC (6341); Sticky's WC 1 LLC (0427); Sticky's Franchise LLC (5232); Sticky's PA GK I LLC (7496); Stickys Corporate LLC (5719); and Sticky's IP LLC (4569). The Debtors' mailing address is 21 Maiden Lane, New York, NY 10038.

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



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proceeding pursuant to 28 U.S.C. § 157(b); and that the Debtors consent to entry of a final order under Article III of the United States Constitution; and this Court having found that venue of these chapter 11 cases and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having determined that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and other parties in interest; and it appearing that proper and adequate notice of the Motion has been given and that no other or further notice is necessary; and this Court having reviewed the Motion and provided the opportunity for a related hearing before this Court, if necessary (the “Hearing”); and this Court having determined that the legal and factual bases set forth in the Motion and any related Hearing establish just cause for the relief granted herein; and any objections to the relief requested herein having been withdrawn or overruled on the merits; and after due deliberation thereon and good and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is granted as set forth herein.
2. Each of the Contracts set forth on **Schedule 1**, attached hereto is deemed rejected, effective as of the Rejection Date.
3. Any claims arising out of the rejection of the Contracts must be filed within 30 days of entry of this Order. The Debtors reserve all rights to contest any related rejection damages claim and to contest the characterization of each Contract as executory.
4. The Debtors do not waive any claims that they may have against the counterparty to any Contract, whether or not such claims are related to such Contract.
5. Notwithstanding the relief granted in this Order and any actions taken pursuant to such relief, nothing in this Order shall be deemed: (a) an admission as to the validity, priority, or amount

of any particular claim against the Debtors' entities; (b) a waiver of the Debtors' or any other party-in-interest's right to dispute any particular 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 this Order of the Motion; (e) a request or authorization to assume any agreement or contract pursuant to section 365 of the Bankruptcy Code; or (f) a waiver or limitation of the Debtors' or any other party-in-interest's rights under the Bankruptcy Code or any other applicable law. Any payment made pursuant to this Order should not be construed as an admission as to the validity, priority, or amount of any particular claim, or a waiver of the Debtors' or any other party-in-interest's rights to subsequently dispute such claim.

6. Nothing in the Motion or this Order shall be deemed or construed as an approval of an assumption of any contract pursuant to section 365 of the Bankruptcy Code.

7. Notice of the Motion as provided therein is deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

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

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

10. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the interpretation, implementation, or enforcement of this Order.

Dated: October 22nd, 2024
Wilmington, Delaware


J. KATE STICKLES
UNITED STATES BANKRUPTCY JUDGE

Schedule 1

Rejected Contracts

Contract Counterparty	Counterparty Notice Address	Title and Date of Contract¹
Domestic Linen Supply Co., Inc.	265 Cortlandt Street Belleville, New Jersey 07109	Uniform Rental Agreement Contract dated May 17, 2022
Spectrotel Holding Company, LLC	Spectrotel Holding Company, LLC Attention: Director of Customer Care Copy to Attention: Chief Operating Officer P.O. Box 339 Neptune, New Jersey 07754 Spectrotel Holding Company, LLC Attention: Peter Karoczki 104 West 40 th Street, Suite 400/500 New York, New York 10018	Customer Enrollment Agreement Contract dated December 29, 2021

¹ References to each Contract described herein include all amendments, modifications, supplements, exhibits, and any other agreements or documents related to such Contract.