

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

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In re : Chapter 11  
: STICKY’S HOLDINGS LLC, et al.<sup>1</sup> : Case No. 24-10856 (JKS)  
: :  
Reorganized Debtors. : (Jointly Administered)  
: :  
: **Obj. Deadline: April 22, 2025 @ 4:00 p.m. (ET)**  
: **Hearing Date: April 29, 2025 @ 1:00 pm(ET)**  
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**MOTION OF BROOKS SHOPPING CENTERS, LLC  
(I) TO COMPEL REJECTION OF LEASE UNDER 11 U.S.C. § 365(a);  
(II) FOR ALLOWANCE OF AN ADMINISTRATIVE CLAIM FOR UNPAID  
POST-PETITION LEASE OBLIGATIONS UNDER 11 U.S.C. § 503(b);  
(III) FOR RELIEF FROM OR TO VACATE THE AUTOMATIC STAY UNDER  
11 U.S.C. § 362(b); AND (IV) TO WAIVE THE STAY OF ENFORCEMENT OF  
ANY ORDER UNDER FED.R.BANKR.P. 4001(3)**

Brooks Shopping Centers, LLC (“Landlord”), by the undersigned counsel, submits this motion (i) to Compel Rejection of Lease under 11 U.S.C. § 365(a); (ii) for Allowance of an Administrative Claim for Unpaid Post-Petition Lease Obligations under 11 U.S.C. § 503(b); (iii) for Relief from or to Vacate the Automatic Stay under 11 U.S.C. § 362(b); and (iv) to Waive the Stay of Enforcement of any Order under Fed.R.Bankr.P. 4001(3) (the “Motion”), to permit the Landlord to obtain possession of the Premises (as defined herein), dispose of personal property

<sup>1</sup> 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 I LLC (0423); Sticky’s NJ I 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 I 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 (collectively, the “Reorganized Debtors”).



located at the Premises without liability, and to set-off against a security deposit. In support of this Motion, the Landlord respectfully submits as follows:

### **BACKGROUND**

1. On April 25, 2024 (the “Petition Date”), the Reorganized Debtors commenced voluntary cases under Subchapter V of chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”)<sup>2</sup> in the United States Bankruptcy Court for the District of Delaware (the “Court”).
2. On November 13, 2024, the Bankruptcy Court entered the *Findings of Fact, Conclusions of Law, and Order Confirming Subchapter V Debtors’ Modified First Amended Plan of Reorganization* [D.I. 398] (the “Confirmation Order”).
3. On December 2, 2024, the Reorganized Debtors filed the *Notice of Effective Date* [D.I. 431] with respect to the *Modified First Amended Plan of Reorganization* (the “Plan”). Pursuant to the *Notice of Effective Date*, the Effective Date of the Plan occurred on November 29, 2024.
4. On February 10, 2025, the Reorganized Debtors filed the *Motion of Reorganized Debtors to Convert the Chapter 11 Cases to Cases under Chapter 7 of the Bankruptcy Code* [D.I. 481] (the “Motion to Convert”). Hearings or status conferences with respect to the Motion to Convert have been held and further continued to April 29, 2025 at 1:00 p.m.
5. The Landlord and Reorganized Debtor *Sticky’s WC I LLC* (the “Tenant”) are parties to a lease of nonresidential real property (the “Lease”) located in the Cross County Shopping Center in Yonkers, New York (the “Premises”).

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<sup>2</sup> Unless otherwise specified, all statutory references to “Section” are to 11 U.S.C. §§ 101 et seq. (the “Bankruptcy Code”).

6. The Premises are located within a “shopping center” as that term is used in § 365(b)(3) of the Bankruptcy Code. *See In re Joshua Slocum, Ltd.*, 922 F.2d 1081, 1086-87 (3d Cir. 1990).

7. Pursuant to the terms of the Plan, the Confirmation Order, and the *Notice of Filing of Plan Supplement* [D.I. 268] (the “Plan Supplement”), the Lease has been assumed by the Tenant.

8. The Tenant has defaulted under the Lease by, among other things, vacating the Premises and failing to pay monthly rent and charges (“Rent”) for the months of February, March, and April of 2025. The monthly Rent under the Lease is \$24,823.47 for a total Rent arrears balance of \$74,470.41 owed to Landlord, as set forth on the attached Exhibit 1, plus attorney’s fees in an amount to be determined.

9. On March 26, 2025, the Reorganized Debtors filed its *Motion For Entry of an Order (I) Authorizing Debtors’ Entry Into Proposed Letters of Intent with Harker Palmer Investors LLC and Bojangles’ Restaurants, Inc.; (II) Authorizing Debtors and their Professionals to Perform Obligations thereunder; and (III) Granting Related Relief* [Docket No. 529] (the “Bojangles LOI Motion”). The Bojangles LOI Motion contemplated the assignment of the Lease and certain other of the Reorganized Debtors’ leases, to Bojangles

10. On April 1, 2025, the Reorganized Debtors withdrew the Bojangles LOI Motion [Docket No. 542].

11. On April 3, 2025, the Reorganized Debtors filed the *Motion For Entry of an Order (I) Authorizing Entry Into Proposed Letter of Intent with Harker Palmer Investors LLC; (II) Authorizing Reorganized Debtors and their Professionals to Perform Obligations thereunder; and*

(III) *Granting Related Relief* [Docket No. 545] (the “HP LOI Motion”). The HP LOI Motion is to be heard on April 29, 2025 at 1:00 PM.

12. The HP LOI Motion contemplates rejection of all of the Reorganized Debtors’ unexpired leases promptly following approval of the HP LOI Motion.

13. The Landlord previously commenced eviction proceedings but stopped upon learning that the automatic stay was still in effect.

### **REQUESTED RELIEF**

#### **A. The Lease Should Be Rejected Immediately and Tenant Should Be Directed to Surrender the Premises Immediately**

14. As noted above, the Lease was assumed by the Reorganized Debtors, yet the Reorganized Debtors have failed to pay rent and have failed to operate for the last three months. Upon assumption of a lease, “the estate becomes liable for performance of the entire contract, as if bankruptcy had never intervened.” *In re Collins & Aikman Corp.*, 384 B.R. 751, 761 (Bankr. E.D. Mich. 2008); *In re Emerald Forest Constr.*, 226 B.R. 659, 664 (Bankr. D. Mont. 1998); *In re Rachels Indus., Inc.*, 109 B.R. 797, 803 (Bankr. W.D. Tenn. 1990) (quoting *In re Airlift Int’l, Inc.*, 761 F.2d 1503, 1507 (11th Cir. 1985); *In re Leon’s Casuals Company, Inc.*, 122 B.R. 768, 771 (Bankr. S.D. Ala. 1990).

15. Requesting the immediate rejection of the Lease should not be controversial as the Reorganized Debtors are planning to reject all leases in connection with the HP LOI. Given the HP LOI, it is unclear why the Reorganized Debtors have not yet moved to reject the Lease and the rest of their leases. In light of the continuing defaults under the Lease, the Reorganized Debtors’ obvious lack of need for the Lease, and the Reorganized Debtors’ inability to perform under the Lease, it is not clear what potential value or optionality the Reorganized Debtors could be trying to preserve by not rejecting the Lease immediately.

16. Given the current and ongoing defaults under the Lease, this Court has the authority to order the Lease rejected under 11 U.S.C. § 105(a) and analogous opinions such as *In re Southwest Aircraft Servs., Inc.*, 831 F.2d 848, 854 (9th Cir. 1987) *cert denied*, 487 U.S. 1206, 108 S. Ct. 2848, 101 L. Ed. 2d 885 (1988) (“Congress intended the bankruptcy courts to have the discretion to consider all of the particular facts and circumstances involved in each bankruptcy case and to decide whether the consequence of a violation of [11 U.S.C.] subsection (d)(3) should be forfeiture of the unassumed lease, some other penalty, or no penalty at all”), and *In re DBSI, Inc.*, 407 B.R. 159, 164 (Bankr. D. Del. 2009) (an appropriate remedy for failure to pay post-petition rent is “to cause the lease to be rejected in a timely fashioned manner”).

17. In addition to ordering rejection of the Lease, the Court should direct the Tenant to surrender the Premises to Landlord immediately. Although not technically applicable, 11 U.S.C. § 365(d)(4) “requires that the Debtors immediately surrender the Property to the [landlord], without the need for relief from the automatic stay and eviction proceedings under state law.” *In re Collins*, 2019 Bankr. LEXIS 17, \*8-9, see also, *In re Tubular Tech., LLC*, 348 B.R. 699, 713 (Bankr. D.S.C. 2006) (the Bankruptcy Code's requirement for immediate turnover of nonresidential real property following rejection of lease pre-empts state law regarding landlord-tenant relations); *In re Emerald Forest Constr.*, 226 B.R. 659, 664 (Bankr. D.Mont. 1998) (failure to provide for prompt payment of cure amount was cause to order premises surrendered to landlord).

**B. The Landlord should be Granted an Administrative Claim for All Outstanding Post-Petition Rent**

18. Section 503(b)(1)(A) of the Bankruptcy Code provides that “[a]fter notice and a hearing, there shall be allowed administrative expenses, other than claims allowed under section 502(f) of this title, including—the actual, necessary costs and expenses of preserving the estate...” 11 U.S.C. § 503(b)(1)(A).

19. The Debtor has not paid Landlord any rent for the months of February 2025 through April 2025, resulting in a post-petition balance of \$74,470.41 (plus attorneys' fees).

20. Post-petition rent owed by a debtor qualifies as an actual, necessary cost of preserving the estate. *In re Kuvykin*, 2018 Bankr. LEXIS 2634, \*1, \*9 (Bankr. S.D.N.Y. Aug. 31, 2018). The amount of the administrative claim should match the amount of post-petition rent owed at the time an order on this Motion is entered because the amount of the administrative expense is presumptively the contract rate set forth in the Lease. *Geltzer v. Helen-May Holdings LLC (In re Kollel Mateh Efraim)*, 2009 Bankr. LEXIS 2236, \*1, \*21-22 (Bankr. S.D.N.Y. Aug. 18, 2009).

21. Accordingly, the Landlord seeks (i) an administrative expense claim in the amount of \$74,470.41 plus (a) attorneys' fees incurred in connection with the enforcement of the Landlord's rights and remedies under the Lease, and (b) any additional amounts which come due or accrue under the Lease through and including the entry of an order on this Motion.

**C. The Landlord should be Granted Relief from the Automatic Stay**

22. Landlord respectfully requests that this Court enter an order (a) granting Landlord relief from the automatic stay provisions of 11 U.S.C. § 362(a) (the "Stay"), under 11 U.S.C. §§ 362(d)(1) and (d)(2), and (b), and permitting the Landlord to take such actions as are necessary under New York law to terminate the Lease and Tenant's possessory interests in the Premises (the "Termination Actions"), for cause, due to Tenant's failure to pay rent for three months, the Reorganized Debtors' lack of equity in the Lease, and the obvious lack of need for the Lease for a successful reorganization.

23. Relief from the Stay is governed by 11 U.S.C. § 362(d), which reads, in pertinent part, as follows:

On request of a party in interest and after notice and a hearing, the court shall grant relief from the stay provided under the subsection (a) of this section, such as by terminating, annulling, modifying or conditioning such stay –

(1) for cause ...; [or]

(2) with respect to a stay of an act against property under subsection (a) of this section, if –

A. the debtor does not have an equity in such property; and

B. such property is not necessary to an effective reorganization; . . .

11 U.S.C. § 362(d)(1) and (2).

24. The party opposing stay relief has the burden of proof on all issues other than that of the debtor's equity in property. *In re Abeinsa Hldg., Inc.*, 2016 Bankr. LEXIS 3641, \*1, \*7 (Bankr. D. Del. Oct. 6, 2016) (the automatic stay statute “seems almost instead to ask ‘why shouldn't the stay be lifted?’”). If the movant establishes an initial showing of “cause”, “the burden shifts to the party opposing the motion to prove that it is entitled to the continued protections of the automatic stay.” *Froman v. Fein (In re Froman)*, 566 B.R. 641, 652 (S.D.N.Y. 2017), (citing *Barber v. Arnott (In re Arnott)*, 512 B.R. 744, 753 (Bankr. S.D.N.Y. 2014)).

25. There are sufficient grounds to grant the Landlord relief from the Stay under both the “cause” standard and the “lack of equity and not necessary to an effective reorganization” standard.

26. Because the statute does not define *cause*, “courts must determine when discretionary relief is appropriate on a case-by-case basis.” *In re Robbins*, 964 F.2d 342, 345 (4th Cir. 1992). When a motion requests stay relief to initiate or continue litigation against a debtor:

The court must balance potential prejudice to the bankruptcy debtor's estate against the hardships that will be incurred by the person seeking relief from the automatic stay if relief is denied . . . . The factors that courts consider in deciding whether to lift the automatic stay include (1) whether the issues in the pending litigation involve only state law, so the expertise of the bankruptcy court is unnecessary; (2) whether

modifying the stay will promote judicial economy and whether there would be greater interference with the bankruptcy case if the stay were not lifted because matters would have to be litigated in bankruptcy court; and (3) whether the estate can be protected properly by a requirement that creditors seek enforcement of any judgment through the bankruptcy court.

*Lee v. Anasti (In re Lee)*, 461 F. App'x 227, 231 (4th Cir. 2012) (quoting *Id.* (citation omitted)).

Here, the Landlord is asking the Court to apply those factors to find cause exists to grant the Landlord relief from the Stay and/or to vacate the Stay so that Landlord may continue at state court to secure possession for the Premises.

27. Applying the foregoing, *cause* exists to grant the Landlord relief from the Stay and to vacate the stay to permit Landlord to secure possession of the Premises:

- a. Hardship. Landlord is suffering harm as the Reorganized Debtors are retaining control of the Premises without compensating Landlord;
- b. Only State Law Issues. The Termination Actions and any litigation brought by Landlord to recover the Premises would involve entirely New York landlord-tenant, real estate and property interest law;
- c. Judicial Economy. If Landlord is permitted to proceed with the Termination Actions, there will be no interference with these Bankruptcy Cases; and
- d. Enforcement Only Through Bankruptcy Court. The Reorganized Debtors will receive notice of all proceedings and will have an opportunity to be heard by this Court on any issues as the Reorganized Debtors deem appropriate.

28. Furthermore, Landlord's interest in the Premises is not adequately protected because the Premises are being controlled by the Tenant without payment. A "continued failure to make monthly payments can constitute cause for granting relief from the automatic stay" *Nguyen v Dunn (In re Dunn)*, 2015 US Dist. LEXIS 109223, \*4 - 5 (E.D. Va., Aug. 18, 2015) ("failure to make



payments under the lease while continuing to occupy the premises constituted sufficient cause for the Bankruptcy Court to grant [landlord's] motion so that [it] could pursue [it's] unlawful detainer action against [debtor] in state court”) (quoting *In re James River Assoc.*, 148 B.R. 790, 797 (E.D. Va. 1992) (upholding order granting motion to lift stay where owner of real estate failed to make payments to secured creditor under a note and deed of trust)); *see also In re Watkins*, 362 B.R. 568, 573-574 (E.D.N.Y. 2007) (“the failure of a tenant to make post-petition mortgage payments and to comply with rental obligations constitutes cause to lift the automatic stay under § 362(d)(1).”); *In re Mad Lolo LLC*, 2009 Bankr. LEXIS 1333, \*1, \*12 (Bankr. S.D.N.Y. May 28, 2009) (“The failure to pay post-petition rent may...serve as grounds for lifting the automatic stay”).

29. Furthermore, the Reorganized Debtors have no equity in the Lease – they have had an opportunity to pursue a sale of leases via the now withdrawn Bojangles LOI and, evidently, no other offer has been deemed actionable by the Reorganized Debtors. Accordingly, the marketplace has spoken and the Lease evidently has no value. The lack of equity in the Lease is further evidenced by the Reorganized Debtors’ proposal to reject the Lease if permitted to enter into the HP LOI.

30. Under these circumstances, cause exists to modify the automatic stay based upon the Reorganized Debtor’s failure to pay several months of post-petition Lease obligations, lack of equity in the Lease, and no need for the Lease in connection with a reorganization.

31. The Landlord also requests authority to dispose of any remaining fixtures, furniture, and equipment of the Reorganized Debtors remaining in the Premises, without liability to third parties.

32. The Landlord requests relief from the Stay under 11 U.S.C. §§ 362(b)(1) or 362(b)(2) to permit the Landlord to set-off the security deposit provided by the Tenant against lease rejection damages at such time as the Lease is rejected.

**D. Waiver of the Stay of Enforcement of any Order under Fed.R.Bankr.P. 4001(3)**

33. Finally, the Landlord requests that the Court waive the stay of enforcement of any Order granting this Motion under Fed.R.Bankr.P. 4001(3), as there is no reason to delay the effectiveness of the relief requested in this Motion.

**CONCLUSION**

**WHEREFORE**, the Landlord respectfully requests that the Court enter an order (i) allowing an administrative claim for unpaid post-petition Lease obligations as set forth herein and directing the Debtor's immediate payment of such claim, (ii) rejecting the Lease and requiring the Tenant to turn over the Premises to the Landlord, (iii) vacating, modifying, or granting relief from the automatic stay to permit the Landlord to take any action under applicable non-bankruptcy law to obtain possession of the Premises, to set-off the security deposit against lease rejection damages, and to dispose of personal property without liability; and (iv) waiving the stay of enforcement of any Order granting this Motion under Fed.R.Bankr.P. 4001(3).

Dated: April 15, 2025

LAW OFFICE OF SUSAN E. KAUFMAN, LLC

/s/ Susan E. Kaufman

Susan E. Kaufman, (DSB# 3381)  
919 North Market Street, Suite 460  
Wilmington, DE 19801  
(302) 472-7420  
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-and-

**BARCLAY DAMON LLP**

Niclas A. Ferland  
545 Long Wharf Drive, Ninth Floor  
New Haven, CT 06511  
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Email: nferland@barclaydamon.com

*Counsel to Brooks Shopping Centers, LLC*

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

In re:	)	
	)	Chapter 11
Sticky's Holdings LLC, <i>et al.</i> ,	)	Case No. 24-10856 (JKS)
	)	(Jointly Administered)
Reorganized Debtors.	)	

Objections due by: April 22, 2025 at 4:00 p.m.  
Hearing Date: April 29, 2025 at 1:00 p.m.

**NOTICE OF MOTION OF MOTION OF BROOKS SHOPPING CENTERS, LLC  
(I) TO COMPEL REJECTION OF LEASE UNDER 11 U.S.C. § 365(A); (II) FOR  
ALLOWANCE OF AN ADMINISTRATIVE CLAIM FOR UNPAID POST-PETITION  
LEASE OBLIGATIONS UNDER 11 U.S.C. § 503(B); (III) FOR RELIEF FROM OR TO  
VACATE THE AUTOMATIC STAY UNDER 11 U.S.C. § 362(B); AND (IV) TO WAIVE  
THE STAY OF ENFORCEMENT OF ANY ORDER UNDER FED.R.BANKR.P. 4001(3)**

TO: The Parties on the attached Service List

Brooks Shopping Centers, LLC has filed a Motion (I) To Compel Rejection Of Lease Under 11 U.S.C. § 365(a); (II) For Allowance Of An Administrative Claim For Unpaid Post-Petition Lease Obligations Under 11 U.S.C. § 503(b); (III) For Relief From Or To Vacate The Automatic Stay Under 11 U.S.C. § 362(b); And (IV) To Waive The Stay Of Enforcement Of Any Order Under Fed.R.Bankr.P. 4001(3).

HEARING ON THE MOTION WILL BE HELD ON **APRIL 29, 2025 AT 1:00 P.M.** before the Honorable J. Kate Stickles, in the United States Bankruptcy Court for the District of Delaware, 824 N. Market Street, 5<sup>th</sup> Floor, Courtroom No. 6, Wilmington, Delaware 19801.

You are required to file a response (and the supporting documentation required by Local Rule 4001-1(c)) to the attached motion at least seven days before the above hearing date.

At the same time, you must also serve a copy of the response upon movant's attorney:

Niclas A. Ferland, Esq.  
Barclay Damon LLP  
545 Long Wharf Drive, 9<sup>th</sup> Floor  
New Haven, CT 06511  
Telephone: (203) 672-2667  
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Telephone: (302) 472-7420  
Facsimile: (302) 792-7420  
Email: [skaufman@skaufmanlaw.com](mailto:skaufman@skaufmanlaw.com)

The hearing date specified above may be a preliminary hearing or may be consolidated with the final hearing, as determined by the Court.

The attorneys for the parties shall confer with respect to the issues raised by the motion in advance for the purpose of determining whether a consent judgment may be entered and/or for

the purpose of stipulating to relevant facts such as value of the property, and the extent and validity of any security instrument.

IF YOU FAIL TO RESPOND IN ACCORDANCE WITH THIS NOTICE, THE COURT MAY GRANT THE RELIEF DEMANDED BY THE MOTION WITHOUT FURTHER NOTICE OR HEARING.

Dated: April 15, 2025

LAW OFFICE OF SUSAN E. KAUFMAN, LLC

/s/ Susan E. Kaufman

Susan E. Kaufman, (DSB# 3381)

919 North Market Street, Suite 460

Wilmington, DE 19801

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*Counsel to Brooks Shopping Centers, LLC*

# **EXHIBIT 1**

Aging By Billing Date

**Aged Delinquencies Report**

Building Status: Active, Inactive

Occupancy Status: Current, Inactive, New

Report Period: 04/25

Invoice Date	Category		Src.	Amount	Current	1 Month	2 Months	3 Months	4 Months
<div><div><div><div>217001-001870</div><div>Contact:</div></div><div><div>Sticky's Finger Joint</div><div>Leor Wolf</div><div>(908) 997-6660</div></div></div><div><div>Suite Id: 2060</div><div>Status: Current</div><div>Master Occupant Id: 00000523-1</div></div><div><div>Day Due: 1</div><div>Last Payment:</div></div><div><div>Delq Day: 10</div><div>1/7/2025</div><div>24,823.47</div></div></div>									
2/1/2025	150	BASE RENT-RETAIL	CH	24,493.55	0.00	0.00	24,493.55	0.00	0.00
2/1/2025	156	BASE RENT - STORAGE	CH	329.92	0.00	0.00	329.92	0.00	0.00
3/1/2025	150	BASE RENT-RETAIL	CH	24,493.55	0.00	24,493.55	0.00	0.00	0.00
3/1/2025	156	BASE RENT - STORAGE	CH	329.92	0.00	329.92	0.00	0.00	0.00
4/1/2025	150	BASE RENT-RETAIL	CH	24,493.55	24,493.55	0.00	0.00	0.00	0.00
4/1/2025	156	BASE RENT - STORAGE	CH	329.92	329.92	0.00	0.00	0.00	0.00
	150	BASE RENT-RETAIL		73,480.65	24,493.55	24,493.55	24,493.55	0.00	0.00
	156	BASE RENT - STORAGE		989.76	329.92	329.92	329.92	0.00	0.00
Sticky's Finger Joint Total:				74,470.41	24,823.47	24,823.47	24,823.47	0.00	0.00
	150	BASE RENT-RETAIL		73,480.65	24,493.55	24,493.55	24,493.55	0.00	0.00
	156	BASE RENT - STORAGE		989.76	329.92	329.92	329.92	0.00	0.00
Grand Total:				74,470.41	24,823.47	24,823.47	24,823.47	0.00	0.00

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

[illegible]

**ORDER GRANTING MOTION OF BROOKS SHOPPING CENTERS, LLC  
(I) TO COMPEL REJECTION OF LEASE UNDER 11 U.S.C. § 365(a);  
(II) FOR ALLOWANCE OF AN ADMINISTRATIVE CLAIM FOR UNPAID  
POST-PETITION LEASE OBLIGATIONS UNDER 11 U.S.C. § 503(b);  
(III) FOR RELIEF FROM OR TO VACATE THE AUTOMATIC STAY UNDER  
11 U.S.C. § 362(B); AND (IV) TO WAIVE THE STAY OF ENFORCEMENT OF  
ANY ORDER UNDER FED.R.BANKR.P. 4001(3)**

Upon the Motion dated April 15, 2025 (the “Motion”),<sup>2</sup> by Brooks Shopping Centers, LLC (the “Landlord”) (I) to Compel Rejection of Lease Under 11 U.S.C. § 365(a); (II) for Allowance of an Administrative Claim for Unpaid Post-Petition Lease Obligations under 11 U.S.C. § 503(b); (III) For Relief From or to Vacate the Automatic Stay under 11 U.S.C. § 362(b); and (iv) to Waive the Stay of Enforcement of any Order under Fed.R.Bankr.P. 4001(3), and the Court finding that (a) it has jurisdiction over the matters raised in the Motion pursuant to 27 U.S.C. §§ 157 and 1334;

<sup>1</sup> 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 I LLC (0423); Sticky's NJ I 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 I 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 (collectively, the "Reorganized Debtors").

<sup>2</sup> Unless otherwise defined herein, all capitalized terms shall have the meaning ascribed to them in the Motion.

(b) this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and (c) upon the record herein after due deliberation thereon good and sufficient cause exists for the granting of the relief as set forth herein. Therefore,

**IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:**

1. The Motion is GRANTED as set forth herein.
2. The Lease is hereby rejected and the Premises are hereby deemed surrendered to the Landlord effective as of the entry of this Order.
3. The Landlord shall file any claim for lease rejection damages under 11 U.S.C. § 503(b)(7) (the “Lease Rejection Damages Claim”), by not later than thirty (30) days following the entry of this Order.
4. The automatic stay is modified and vacated to permit the Landlord: (a) to take and continue any actions under applicable non-bankruptcy law to obtain possession of the Premises and dispose of any fixtures, furniture, and equipment without liability to any third parties; and (b) to set-off the security deposit under the Lease against the Rejection Damages Claim.
5. The Landlord is granted an allowed administrative claim for unpaid post-petition rent in the amount of \$74,470.41.
6. The stay of enforcement of this Order under Federal Rule of Bankruptcy Procedure 4001(3) is waived.
7. This Court shall retain jurisdiction to hear and determine all matters arising from the implementation of this Order.



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

In re:	)	
	)	Chapter 11
Sticky's Holdings LLC, <i>et al.</i> ,	)	Case No. 24-10856 (JKS)
	)	(Jointly Administered)
Reorganized Debtors.	)	

**CERTIFICATE OF SERVICE**

I hereby certify that on April 15, 2025, a true and correct copy of the foregoing  
*Motion of Brooks Shopping Centers, LLC (I) To Compel Rejection of Lease Under 11 U.S.C.*  
*§ 365(a); (II) For Allowance of an Administrative Claim For Unpaid Post-Petition Lease*  
*Obligations Under 11 U.S.C. § 503(b); (III) For Relief From or to Vacate the Automatic*  
*Stay Under 11 U.S.C. § 362(b); and (IV) To Waive the Stay of Enforcement of Any Order*  
*Under Fed.R.Bankr.P. 4001(3)* was sent to the following as indicated:

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