

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)

Re: D.I. 594

**ORDER AUTHORIZING REORGANIZED DEBTORS' OMNIBUS MOTION FOR
ENTRY OF AN ORDER (I) AUTHORIZING THE REJECTION OF CERTAIN
UNEXPIRED LEASES, EQUIPMENT LEASES, AND EXECUTORY CONTRACTS; (II)
AUTHORIZING THE ABANDONMENT OF CERTAIN PERSONAL PROPERTY; AND
(III) GRANTING RELATED RELIEF**

Upon the motion (the "Motion")² of the above-captioned reorganized debtors (the "Reorganized Debtors") for entry of an order (this "Order"), pursuant to sections 105(a), 363, 365(a), and 554(a) of the Bankruptcy Code, Bankruptcy Rules 6004, 6006, and 6007, and Local Rule 9013-1: (i) authorizing the rejection of unexpired leases, including any guaranties thereof and any amendments, modifications, or subleases thereto for nonresidential real property (the "Leases"); and (ii) authorizing the rejection of certain executory contracts, including any related agreements and any amendments or modifications thereto (each, a "Contract," and collectively, the "Contracts"); (iii) authorizing the rejection of certain equipment leases, including any amendments, assignments, or modifications thereto (the "Equipment Leases"), set forth on Schedule 1 to Exhibit A attached hereto, effective as of entry of this Rejection Order (the

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.



“Rejection Date”); (iv) authorizing abandonment of personal property and equipment remaining at the location of the Leases (the “Personal Property”) effective as of the date of entry of this Rejection Order (the “Rejection Date”); and (v) granting related relief, all as more fully described in the Motion; 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 proceeding pursuant to 28 U.S.C. § 157(b); and that the Reorganized Debtors consent to entry of a final order under Article III of the United States Constitution; and this Court having found that venue of this chapter 11 case 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 Reorganized 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 this Court having determined that the legal and factual bases set forth in the Motion 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 and good and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is granted as set forth herein.
2. The Leases, Contracts, and Equipment Leases set forth on **Schedule 1** attached hereto are rejected, effective as of the Rejection Date.
3. Any claims arising as a result of or in relation to rejection of the Leases, Contracts, and Equipment Leases must be filed within ten (10) days of entry of this Order. The Reorganized

Debtors reserve all rights to contest any such rejection damages claims, and to assert any and all related defenses or counterclaims thereto. If the Reorganized Debtors have deposited monies with the counterparty to the Leases, Contracts, and Equipment Leases as a security deposit or other arrangement, such counterparty may not setoff, recoup or otherwise apply such deposit without the prior authorization of the Court.

4. The Reorganized Debtors reserve and do not waive any claims or causes of action that they may have against the counterparties to the Leases, Contracts, and Equipment Leases, whether or not such claims are related to or arise from such Leases, Contracts, and Equipment Leases.

5. The Debtors are authorized and deemed to abandon all Personal Property and equipment remaining on the Premises effective as of the Rejection Date.

6. Parties to the Equipment Leases shall have ten (10) days from the Rejection Date to remove their equipment associated with the Equipment Leases. If after ten (10) days from the entry of this Order, parties to the Equipment Leases have not removed such equipment, it shall be deemed abandoned by the Reorganized Debtors.

7. 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 a Debtors' entity; (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, contract, lease, or sublease pursuant to section 365 of the Bankruptcy Code; (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; or (g) a concession by the Debtors or any other party-in-interest that any

liens (contractual, common law, statutory, or otherwise) satisfied pursuant to this Order are valid and the Debtors and all other parties-in-interest expressly reserve their rights to contest the extent, validity, or perfection or to seek avoidance of all such liens. Nothing in this Order shall be construed as an admission by the Reorganized Debtors as to the validity, priority, or amount of any particular claim, or a waiver of the Reorganized Debtors' or any other party-in-interest's rights to subsequently dispute such claim.

8. 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.

9. Notice of the Motion as provided therein shall be 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.

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

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

12. Notwithstanding any applicability of any Bankruptcy Rules, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

13. 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: June 25th, 2025
Wilmington, Delaware


J. KATE STICKLES
UNITED STATES BANKRUPTCY JUDGE

Schedule 1

Rejected Leases, Contracts, and Equipment Leases

Non-Debtor Counterparty	Contact Name & Address	Nature of Contract or Lease
Dine Technology, LLC	c/o Scott Gillman 620 Ramsey Ave., Hillside, NJ 07205	Accounting and Supply Agreement
Science Retail Inc. d/b/a Science On Call	c/o Ken Tsang 1 N Dearborn St #1750 Chicago, IL 60602	Technology Support Agreement
7shifts Employee Scheduling Software Inc. d/b/a 7shifts	211 19 th St. East, #703 Saskatoon, SK S7K 0A2, Canada	Supply Agreement
APPRONT A.I. LTD. d/b/a Appfront	c/o Ori Weisler 651 N. Broad St., Suite 206 Middletown, DE 19709	Supply Agreement
Domestic Uniform Rental	P.O. Box 38 Belleville, NJ 07109	Supply Agreement
Lamb Weston, Inc.	c/o Bob Benson 599 S. Rivershore Ln., Eagle, ID 83616	Supply Agreement
Ludlow Creative Inc.	c/o Luca Rietti 48 Lawridge Dr. Rye Brook, NY 10573	Supply Agreement
Rollins, Inc. d/b/a Orkin	c/o Eldon Wayne Dempsey III 2170 Piedmont Rd. NE Atlanta, GA 30324	Supply Agreement
Get ResQ Ltd. d/b/a ResQ	c/o Coby Strononach 18 King St. East, Suite 700 Toronto, ON M5h1A1, Canada	Supply Agreement
R365 Inc. d/b/a Restaurant365	c/o Gina Ratini 500 Technology Dr. Suite 200 Irvine, CA 92618	Supply Agreement
Restaurant Technologies Inc.	c/o Jose Miele 12962 Collections Center Dr. Chicago, IL 60693	Supply Agreement
SupplyCaddy, Inc.	c/o Bradley Saveth 12534 Wiles Rd. Coral Springs, FL 33076	Supply Agreement
Toast, Inc.	401 Park Dr., Ste 801, Boston, MA 02215	Supply Agreement

Non-Debtor Counterparty	Contact Name & Address	Nature of Contract or Lease
U.S. Foods Holding Corp. d/b/a U.S. Foods	c/o Marla Benedek 1201 N. Market St., Suite 1001, Wilmington, DE 09801 c/o Mark Tarr 1051 Amboy Ave. Perth Amboy, NJ 08861	Supply Agreement
Navitas Credit Corp.	201 Executive Center Suite 100 Columbia, SC 29201	Equipment Lease
Paylocity Holding Corporation	c/o Stephanie Wilson 1400 American Lane Schaumburg, IL 60173	Payroll Software Agreement
Paychex, Inc.	c/o Tyrone Stanton 1550 Pond Road, Suite 302 Allentown, PA 18104	Payroll and HR Services Contract
Vestis Group, Inc.	c/o Tom Piro 500 Colonial Center Parkway, Suite 140 Roswell, GA 30076	Uniform and Supplies Provider Agreement
Waste Connections of NY, Inc.	c/o Anthony Vitale 120 Wood Avenue South, Suite 302 Iselin, NJ 08830	Garbage Pickup Agreement
JP McHale Pest Management, LLC	c/o Declan Smartwood 241 Bleakley Avenue Buchanan, NY 10511	Pest Management Service Contract
Aprio Advisory Group, LLC	c/o Jessica Hussain 350 Fifth Avenue, Suite 4320 New York, NY 10118	Accounting Services
237 Park LH Owner, LLC	c/o Edmond P. O'Brien, Esq. Kucker, Marino, Winiarsky & Bittens LLP 737 3 rd Ave., 17 th Floor New York, NY 10017 c/o RXR Realty 75 Rockefeller Plaza New York, NY 10019	45 th and Lexington Lease
592-598 Ninth Ave LLC	Attn: John McCarthy 592-598 Ninth Ave, New York, NY 10036	598 9 th Avenue Hells Kitchen Lease

Non-Debtor Counterparty	Contact Name & Address	Nature of Contract or Lease
SRI-WSA Properties I, LLC	c/o Leslie C. Heilman, Esq. Ballard Spahr, LLC 919 N. Market Street, 11 th Floor Wilmington, DE 09801 c/o UNLMTD Real Estate Group 200 Washington St., 5 th Floor, Hoboken, NJ 07030	112 Washington Street Hoboken Lease
Slim Capital, LLC	SLIM Capital, LLC 9301 Wilshire Blvd, Suite 425 Beverly Hills, CA 90210	Hoboken Equipment Lease
First Utah Bank	c/o Julia Clark 11025 South State Street Sandy, UT 84070	Hoboken Equipment Lease
Slim Capital, LLC	SLIM Capital, LLC 9301 Wilshire Blvd, Suite 425 Beverly Hills, CA 90210	Cross County Shopping Center Equipment Lease
First Foundation Bank	c/o Angela Sapp Contract Care PO Box 2149, Gig Harbor, WA 98335	Hoboken Equipment Lease
First Utah Bank	c/o Julia Clark 11025 South State Street Sandy, UT 84070	Cross County Shopping Center Equipment Lease
First Foundation Bank	c/o Angela Sapp Contract Care PO Box 2149, Gig Harbor, WA 98335	Cross County Shopping Center Equipment Lease
Slim Capital, LLC	SLIM Capital, LLC 9301 Wilshire Blvd, Suite 425 Beverly Hills, CA 90210	Union, NJ Equipment Lease
First Utah Bank	c/o Julia Clark 11025 South State Street Sandy, UT 84070	Union, NJ Equipment Lease
First Foundation Bank	c/o Angela Sapp Contract Care PO Box 2149, Gig Harbor, WA 98335	Union, NJ Equipment Lease
Slim Capital, LLC	SLIM Capital, LLC 9301 Wilshire Blvd, Suite 425 Beverly Hills, CA 90210	One Madison Equipment Lease

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First Utah Bank	c/o Julia Clark 11025 South State Street Sandy, UT 84070	One Madison Equipment Lease
First Foundation Bank	c/o Angela Sapp Contract Care PO Box 2149, Gig Harbor, WA 98335	One Madison Equipment Lease
Slim Capital, LLC	SLIM Capital, LLC 9301 Wilshire Blvd, Suite 425 Beverly Hills, CA 90210	7 Penn Equipment Lease
First Utah Bank	c/o Julia Clark 11025 South State Street Sandy, UT 84070	7 Penn Equipment Lease
First Foundation Bank	c/o Angela Sapp Contract Care PO Box 2149, Gig Harbor, WA 98335	7 Penn Equipment Lease
432268 LLC (Landlord) Domo Taco II, LLC (Assignee)	432268 LLC c/o Joy Kwan 147-20 35 th Ave #11-G Flushing, NY 11354	Downtown Brooklyn Lease
Brooks Shopping Centers LLC	Brooks Shopping Centers, LLC c/o Marx Realty and Development Co. 10 Grand Central 155 E. 44 th St., 7 th Floor New York, NY 10017	Cross County Shopping Center Yonkers Lease
Vagelatos Realty, LLC	c/o Vagelatos Realty, LLC P.O. Box 6406 Astoria, NY 11106	Murray Hill Lease
UE Bergen Mall Owner LLC	c/o Leslie C. Heilman, Esq. Ballard Spahr, LLC 919 N. Market Street, 11 th Floor Wilmington, DE 09801 Attn: Legal Dep't 210 Rt. 4 East Paramus, NJ 07652	Bergen Town Center Lease
YJL Holdings, LLC	c/o Francis Leung, 202 Centre Street, 6 th Floor, New York, NY 10013	21 Maiden Lane Lease

Non-Debtor Counterparty	Contact Name & Address	Nature of Contract or Lease
Rani Management LLC	c/o Michael Dishi 571 W. 183 rd St., Suite 905 New York, NY 10016	Union Lease
ESRT 10 Union Square, LLC	c/o Empire State Realty Trust, Inc., 111 W. 33 rd St., New York, NY 10120	Union Square Lease