

ENTERED

January 16, 2025

Nathan Ochsner, Clerk

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

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In re: : Chapter 11
:
THE CONTAINER STORE GROUP, INC., *et al.*, : Case No. 24-90627 (ARP)
:
Debtors.¹ : (Jointly Administered)
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**FINAL ORDER (I) AUTHORIZING THE
DEBTORS TO (A) CONTINUE TO OPERATE THEIR
EXISTING CASH MANAGEMENT SYSTEM, INCLUDING
MAINTENANCE OF EXISTING BANK ACCOUNTS, CHECKS, AND
BUSINESS FORMS, (B) MAINTAIN EXISTING DEPOSIT PRACTICES,
AND (C) PERFORM INTERCOMPANY TRANSACTIONS, (II) WAIVING
CERTAIN U.S. TRUSTEE GUIDELINES, AND (III) GRANTING RELATED RELIEF
[Relates to Docket Nos. 9 and 72]**

Upon the emergency motion (the “*Motion*”)² of the Debtors for entry of a final order (this “*Final Order*”) (i) authorizing, but not directing, the Debtors to (a) continue to maintain and use their existing Cash Management System, including maintenance of the Debtors’ existing bank accounts, checks, and business forms, (b) continue their existing deposit practices, and (c) continue to perform certain ordinary course intercompany transactions, including honoring and paying prepetition intercompany claims consistent with historical practice; (ii) granting the Debtors a waiver, on a 45-day conditional basis, of certain bank account requirements set forth in the Bankruptcy Code (as defined below) and certain guidelines of the Office of the United States

¹ The Debtors in these cases, together with the last four digits of each Debtor’s taxpayer identification number, are: The Container Store Group, Inc. (5401); The Container Store, Inc. (6981); C Studio Manufacturing Inc. (4763); C Studio Manufacturing LLC (5770); and TCS Gift Card Services, LLC (7975). The Debtors’ mailing address is 500 Freeport Parkway, Coppell, TX 75019.

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



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Trustee (the “*U.S. Trustee*,” and such guidelines, the “*U.S. Trustee Guidelines*”), to the extent inconsistent with the Debtors’ practices under their existing Cash Management System or other actions described herein; and (iii) granting related relief, all as more fully set forth in the Motion; and the Court having reviewed the Motion, the First Day Declaration, and the Interim Order entered on December 23, 2024; and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §1334; and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and that the Court may enter a final order consistent with Article III of the United States Constitution; and the 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 it appearing that proper and adequate notice of the Motion has been given and that no other or further notice is necessary; and upon the record herein; and after due deliberation thereon; and the 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, it is hereby

ORDERED, ADJUDGED, AND DECREED THAT:

1. The Debtors are hereby authorized and empowered to maintain and continue to use their existing Cash Management System, in accordance with this Final Order. In connection with the ongoing utilization of the Cash Management System, the Debtors shall continue to maintain records with respect to all transfers of cash so that all transactions may be readily ascertained, traced, and recorded properly to the same extent maintained by the Debtors before the Petition Date.

2. The Debtors shall promptly take steps to ensure their Bank Accounts are in compliance with Section 345(b) of the Bankruptcy Code. To the extent the Debtors or any of the Debtors’ Bank Accounts are not in compliance with Section 345(b) of the Bankruptcy Code, the

Debtors shall have until February 6, 2025, 45 days after entry of the Interim Order, without prejudice to seeking an additional extension, to come into compliance with Section 345(b) of the Bankruptcy Code and any of the U.S. Trustee's requirements or guidelines; *provided* that nothing herein shall prevent the Debtors or the U.S. Trustee from seeking further relief from the Court to the extent that an agreement cannot be reached. The Debtors may obtain a further extension of the 45-day time period referenced above by entering into a written stipulation with the U.S. Trustee and filing such stipulation on the Court's docket without the need for further Court order.

3. Any existing deposit agreements and treasury services agreements between the Debtors and the Banks shall continue to govern the postpetition cash management relationship between the Debtors and the Banks, and all of the provisions of those agreements, including, without limitation, the termination and fee provisions, shall remain in full force and effect unless otherwise ordered by the Court.

4. The Debtors and the Banks may, without further order of the Court, but with notice by the Debtors to Paul Hastings LLP as counsel to the Ad Hoc Group, agree to and/or implement changes to the Cash Management System and cash management procedures in the ordinary course of business, including, without limitation, the opening and closing of Bank Accounts, subject to the terms and conditions of this Final Order; *provided, however*, that the Debtors shall give notice (including the account number and applicable Bank as well as the purpose for such bank account) promptly, and in no event later than fifteen (15) days after opening or closing a Bank Account to the United States Trustee for the Southern District of Texas (the "***U.S. Trustee***"), counsel to any statutory committee appointed in the Chapter 11 Cases, Paul Hastings LLP as counsel to the Ad Hoc Group, Riemer & Braunstein LLP as counsel to the DIP Agent, and Simpson Thacher & Bartlett LLP as counsel to the Prepetition ABL Agent; *provided, further*, that the Debtors shall

open any new bank accounts only at banks that have executed a Uniform Depository Agreement with the U.S. Trustee or are willing to immediately execute a Uniform Depository Agreement in the form prescribed by the U.S. Trustee.

5. The Debtors are authorized, but not directed, to: (a) continue to use any and all of the Bank Accounts in existence as of the Petition Date, including, but not limited to, the Bank Accounts identified in the Motion, in the same manner and with the same account numbers, styles, and document forms as are currently employed; (b) deposit funds in and withdraw funds from the Bank Accounts in the ordinary course by all usual means, including checks, wire transfers, drafts, ACH transfers, and electronic fund transfers or other items presented, issued, or drawn on the Bank Accounts; (c) pay all prepetition or postpetition ordinary course Bank Fees, amounts owing, including, without limitation, overdrafts and other service charges in accordance with agreements governing the Bank Accounts; (d) perform their obligations under the documents and agreements governing the Bank Accounts; and (e) for all purposes, treat the Bank Accounts as accounts of the Debtors in their capacities as debtors in possession.

6. The Banks and the Debtors' financial institutions shall be, and hereby are, authorized, when requested by the Debtors in their sole discretion, to process, honor, pay, and, if necessary, reissue any and all checks, including prepetition checks that the Debtors reissue postpetition, and electronic fund transfers drawn on the Bank Accounts relating to payments permitted by an order of the Court, whether the checks were presented or funds transfer requests were submitted prior to or subsequent to the Petition Date, provided that sufficient funds are available in the applicable Bank Accounts to make the payments, and provided, further, that the Debtors shall not make any such request on account of a claim against the Debtors arising prior to the Petition Date, unless otherwise authorized by the Court.

7. Each of the Debtors' Banks is authorized to debit the Bank Accounts without the need for further order of the Court for: (a) all checks drawn on the Bank Accounts which are cashed at such Banks' counters or exchanged for cashier's checks by the payees thereof prior to the Petition Date; (b) all checks or other items deposited in one of the Bank Accounts with such Banks prior to the Petition Date which have been dishonored or returned unpaid for any reason, together with any fees and costs in connection therewith, to the same extent the Debtors were responsible for such items prior to the Petition Date; and (c) all undisputed prepetition amounts outstanding as of the date hereof, if any, owed to the Banks under the agreements governing the Bank Accounts, including, without limitation, overdrafts and service charges for the maintenance of the Cash Management System.

8. The Debtors are authorized, but not directed, to continue to use their existing checks, correspondence, and other business forms without alteration or change and without the designation "Debtor in Possession" or a bankruptcy case number imprinted upon them. Notwithstanding the foregoing, once the Debtors' existing checks have been used, the Debtors shall, when reordering checks, require the designation "Debtor in Possession" and the corresponding bankruptcy case number on all checks.

9. The Debtors are authorized, but not directed, to continue to utilize any third-party providers (if any) necessary for the administration of their Cash Management System and to pay any amounts owed to such providers.

10. The Debtors are authorized, but not directed, to honor the Payment Processing Agreements in the ordinary course of business in a manner consistent with past practices. The Debtors are authorized to pay or reimburse the Payment Processing Companies for any obligations arising under the Payment Processing Agreements (the "***Merchant Services Obligations***"),

whether such obligations are incurred prepetition or post-petition, and the Payment Processing Companies are authorized to receive or obtain payment for such Merchant Services Obligations, as provided under, and in the manner set forth in, the Merchant Services Agreement, including, without limitation, by way of recoupment or setoff without further order of the Court. Any claim which a Payment Processing Company may have under the Payment Processing Agreement shall be entitled to, in addition to any other lien, collateral or payment priority rights in support thereof, administrative expense priority status pursuant to Section 503(b) of the Bankruptcy Code.

11. As of the Petition Date, and subject to the terms of this Final Order, the Banks where the Bank Accounts are maintained are authorized to continue to administer, service, and maintain the Bank Accounts as the accounts were administered, serviced, and maintained prepetition, without interruption and in the ordinary course (including making deductions for Bank Fees and other amounts owing under the agreements governing the Bank Accounts, as such amounts are due and owing), and to receive, process, honor, and pay, to the extent of available funds, any and all checks, drafts, wires, credit card payments, and ACH transfers issued and drawn on the Bank Accounts after the Petition Date by the holders or makers thereof, as the case may be, and, when requested by the Debtors in their sole discretion, to receive, process, honor, and pay, to the extent of available funds, any and all checks, drafts, wires, ACH transfers, electronic fund transfers, or other items presented, issued, or drawn on the Bank Accounts on account of a claim against the Debtors arising on or after the Petition Date; *provided, however*, that unless otherwise ordered by the Court, no checks, drafts, ACH transfers, electronic funds transfers (excluding any electronic funds transfer that the Banks are obligated to settle), or other items presented, issued, or drawn on the Bank Accounts on account of a claim against the Debtors arising prior to the Petition Date shall be honored.

12. The relief granted in this Final Order is extended to any new bank account opened by the Debtors at the Banks after the date hereof, provided that such bank account complies with the terms of this Final Order.

13. No Bank that honors a prepetition check or item drawn on any account that is the subject of this Final Order (a) at the direction of the Debtors to honor the prepetition check or item, (b) in the good faith belief that the Court has authorized the prepetition check or item to be honored, or (c) as a result of a good faith error made despite implementation of customary item handling procedures, shall be deemed to be liable to the Debtors or their estates on account of the prepetition check or item being honored postpetition or otherwise in violation of this Final Order. Without limiting the foregoing, the Banks may rely on the representations of the Debtors with respect to whether any check or other payment order drawn or issued by the Debtors prior to the Petition Date should be honored pursuant to this Final Order or any other order of the Court and shall not have any liability to any party for relying on such representations by the Debtors as provided for herein.

14. Subject to the terms of this Final Order, the Debtors are authorized, but not directed, (a) to implement reasonable changes, consistent with this Final Order, to the Cash Management System as the Debtors may deem necessary or appropriate, including, without limitation, closing any of the Bank Accounts or opening new accounts whenever the Debtors deem that those accounts are needed or appropriate, and (b) to enter into any ancillary agreements related to the foregoing, as they may deem necessary and appropriate, subject to the terms and provisions of the Debtors' agreements with the Banks. The Banks are authorized to honor the Debtors' requests to open or close (as the case may be) the Bank Account(s) or new account(s) and accept and hold the Debtors' funds in accordance with the Debtors' instructions, subject to the terms and provisions of the

Debtors' agreements with the Banks and this Final Order. In the event that the Debtors open or close any Bank Accounts, such opening or closing shall be timely indicated on the Debtors' monthly operating reports and notice of such opening or closing shall be provided to the U.S. Trustee, counsel to any statutory committee appointed in the Chapter 11 Cases, Paul Hastings LLP as counsel to the Ad Hoc Group, and Simpson Thacher & Bartlett LLP as counsel to the Prepetition ABL Agent within fifteen (15) business days.

15. Notwithstanding anything herein or in the DIP Order (as defined below) to the contrary, all reimbursement obligations or other obligations, including Bank Fees, that arise from time to time due and owing to JPMorgan Chase Bank, N.A. and its affiliates, as a cash management Bank relating to the Cash Management System, shall constitute ABL DIP Obligations under the DIP Order and shall be secured by the DIP Liens (as defined in the DIP Order) on the DIP Collateral (as defined in the DIP Order) on a pari passu basis with all other ABL DIP Obligations and shall benefit from DIP Superpriority Claims (as defined in the DIP Order) with the same priority as those granted to the ABL DIP Obligations; *provided that* such reimbursement obligations or other obligations, including Bank Fees, that benefit from this paragraph shall not exceed \$500,000.

16. The Debtors are authorized, but not directed, to deposit funds in accordance with existing practices under the Cash Management System as in effect as of the Petition Date, subject to any reasonable changes, consistent with this Final Order and subject to the terms and provisions of the Debtors' agreements with the Banks, to the Cash Management System that the Debtors may implement.

17. The Debtors are authorized, but not directed: (a) in their sole discretion, to make payments on account of prepetition Intercompany Transactions with other Debtors, if the Debtors

deem the payment necessary and in the best interests of the Debtors' estates; (b) to set off prepetition obligations on account of Intercompany Transactions among Debtors; and (c) to continue to engage in Intercompany Transactions on a postpetition basis, including Intercompany Transactions with non-Debtor affiliates, in the ordinary course of business and/or as necessary to execute the Cash Management System, and, in the instance of any non-ordinary course Intercompany Transaction, subject to the consent (not to be unreasonably withheld) of the Required DIP Lenders (as defined in the DIP Order), in each case in accordance with the terms and conditions of the DIP-to-Exit Facility (as defined in the DIP Order) and subject to the requirements imposed on the Debtors by the DIP Orders, including the Approved DIP Budget (as defined in the DIP Order); *provided, however*, that nothing in this Final Order shall modify or impair the ability of any party in interest to contest (i) how the Debtors account, including, without limitation, the validity or amount set forth in such accounting, for any Intercompany Transaction, whether arising prepetition or post-petition, and (ii) the ability of the Debtors to set off prepetition and post-petition obligations on account of Intercompany Transactions. The rights of all parties in interest with respect thereto are fully preserved.

18. The Debtors are authorized to enter into and engage in the Intercompany Transactions with non-Debtor affiliates and to take any actions related thereto in accordance with the terms of the DIP Order, including the Approved DIP Budget (as defined in the DIP Order), and, in the instance of any non-ordinary course Intercompany Transaction with a non-Debtor affiliate, with the consent (not to be unreasonably withheld) of the Required DIP Lenders.

19. The Debtors are authorized, but not directed, to obtain DACAs for the Bank Accounts in connection with any exit financing provided pursuant to, and in accordance with, the Plan.

20. The Debtors shall continue to maintain records with respect to all transfers of cash (including pursuant to such transactions) so that all Intercompany Transactions may be readily ascertained, traced, and recorded properly and distinguished between prepetition and postpetition transactions, and shall make the records available to the U.S. Trustee, Paul Hastings LLP as counsel to the Ad Hoc Group, and Simpson Thacher & Bartlett LLP as counsel to the Prepetition ABL Agent, upon request.

21. The Debtors shall not be required to comply with the requirement of the U.S. Trustee Guidelines to establish separate accounts for cash collateral and/or tax payments.

22. All claims arising from postpetition Intercompany Transactions between a Debtor and another Debtor, or a Debtor and non-Debtor Elfa, shall be accorded administrative expense priority status under section 503(b) of the Bankruptcy Code.

23. Nothing contained in the Motion or this Final Order shall be construed to (a) create or perfect, in favor of any person or entity, any interest in cash of a Debtor that did not exist or was not perfected as of the Petition Date, or (b) alter or impair any lien, security interest or perfection thereof, in favor of any person or entity, that existed as of the Petition Date.

24. Notwithstanding use of a consolidated Cash Management System, the Debtors shall calculate quarterly fees under 28 U.S.C. § 1930(a)(6) based on the disbursements of each Debtor, regardless of which entity pays those disbursements.

25. Nothing in the Motion, the Interim Order, or this Final Order, or the relief granted herein (including any actions taken or payments made by the Debtors), is to be construed as: (a) an implication or admission as to the amount of, basis for, or validity of any claim against the Debtors under the Bankruptcy Code or other applicable non-bankruptcy law; (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim; (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 Motion; (e) a concession by the Debtors that any lien (contractual, common, statutory or otherwise) satisfied pursuant to the Motion are valid (and all rights to contest the extent, validity or perfection or seek avoidance of all such liens are expressly reserved); (f) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (g) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; (h) a waiver of the obligation of any party in interest to file a proof of claim; or (i) a waiver of any claims or causes of action which may exist against any entity under the Bankruptcy Code or any other applicable law. Nothing contained in this Final Order shall be deemed to increase, reclassify, elevate to an administrative expense status, or otherwise affect any claim to the extent it is not paid.

26. Nothing in this Order, nor as a result of any payment made pursuant to this Order, shall be deemed or construed as a waiver of the right of Debtors, or shall impair the ability of Debtors, to contest the validity and amount of any payment made pursuant to this Order.

27. Nothing in this Order shall create, nor is intended to create, any rights in favor of or enhance the status of any claim held by any party.

28. Nothing in the Motion or this Final Order waives or modifies the requirements of the Transaction Support Agreement, including, without limitation, the consent and consultation rights contained therein.

29. Notwithstanding anything to the contrary contained herein, any payment to be made hereunder, and any authorization contained herein, shall be subject to any interim and final orders, as applicable, approving the use of such cash collateral and/or the Debtors' entry into any

postpetition financing facilities or credit agreements, and any budgets in connection therewith governing any such postpetition financing and/or use of cash collateral (each such order, a “**DIP Order**”). To the extent there is any inconsistency between the terms of the DIP Order and any action taken or proposed to be taken hereunder, the terms of the DIP Order shall control, except as set forth in paragraph 30 of this Final Order.


30. Notwithstanding any contrary provision in the DIP Order, in accordance with the Prepetition ABL Payoff Letter (as defined in the DIP Order), the Debtors have paid to Wells Fargo Bank, N.A. (“**Wells Fargo**”), in its capacity as a provider of Cash Management Services (as defined in the Prepetition ABL Credit Agreement (as defined in the DIP Order)) cash collateral in respect of all prepetition and postpetition obligations arising in connection with such Cash Management Services in the amount of \$28,000.00 (the “**TM Cash Collateral**”). Notwithstanding any contrary provision in the DIP Order, Wells Fargo shall have a first priority lien on and security interest in the TM Cash Collateral to secure such obligations arising from the Cash Management Services, and shall be authorized, without further order of the court to apply the TM Cash Collateral to any obligation arising from such Cash Management Services when due, *provided, that* the Debtors’ reversionary interest in the TM Cash Collateral, or any proceeds therefrom, shall constitute DIP Collateral in accordance with the terms of the DIP Order.

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

32. The Debtors are authorized and empowered to take all actions necessary or appropriate to implement the relief granted in this Final Order.

33. The Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation or enforcement of this Final Order.

Signed: January 15, 2025



Alfredo R Pérez
United States Bankruptcy Judge