



Order Filed on August 2, 2024
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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In re:

SAM ASH MUSIC CORPORATION, *et al.*

Debtors.¹

Chapter 11

Case No. 24-14727 (SLM)

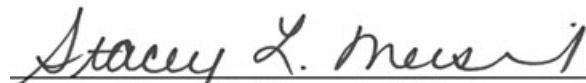
Judge: Stacey L. Meisel

(Jointly Administered)

**SECOND 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 two (2) through four (4), is hereby
ORDERED.

DATED: August 2, 2024


Honorable Stacey L. Meisel
United States Bankruptcy Judge

¹ The debtors in these chapter 11 cases, along with the last four digits of each debtor's federal tax identification number, are: Sam Ash Music Corporation (3915); Samson Technologies Corp. (4062); Sam Ash Megastores, LLC (9955); Sam Ash California Megastores, LLC (3598); Sam Ash Florida Megastores, LLC (7276); Sam Ash Illinois Megastores, LLC (8966); Sam Ash Nevada Megastores, LLC (6399); Sam Ash New York Megastores, LLC (7753); Sam Ash New Jersey Megastores, LLC (8788); Sam Ash CT, LLC (5932); Sam Ash Music Marketing, LLC (2024); and Sam Ash Quikship Corp. (7410). The location of debtor Sam Ash Music Corporation's principal place of business is 278 Duffy Avenue, P.O. Box 9047, Hicksville, NY 11802.

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Debtors: SAM ASH MUSIC CORPORATION, *et al.*

Case No.: 24-14727 (SLM)

Caption of Order: SECOND 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 Executory Contracts and Unexpired Leases and (II) Granting Related Relief* (the “Procedures Order”)¹ [Docket No. 200] of the above-captioned debtors and debtors in possession (the “Debtors”); and the Court having jurisdiction over this matter and the relief requested therein 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 September 18, 2012 (Simandle, 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 this Court having found that the relief requested is in the best interests of the Debtors’ estates, their creditors, and other parties in interest; and the Debtors having properly filed and served a Rejection Notice on each applicable party as set forth in the 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 and it appearing 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 Rejection Date

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

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Case No.: 24-14727 (SLM)

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listed on Exhibit 1 or such other date as the Debtors and the applicable Rejection Counterparty agree; *provided, however*, that the Rejection Date for a rejection of a lease of non-residential real property shall not occur until the later of (i) the Rejection Date set forth in the Rejection Notice and (ii) the date the Debtors relinquish control of the premises by notifying the affected landlord in writing of the Debtors' surrender of the premises and (A) turning over keys, key codes, and security codes, if any, to the affected landlord or (B) notifying the affected landlord in writing that the keys, key codes, and security codes, if any, are not available, but the landlord may rekey the leased premises.

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 Contract, including but not limited to store signage or furniture, fixtures and equipment; *provided, however*, that (i) nothing shall modify any requirement under applicable law with respect to the removal of any hazardous materials as defined under applicable law from any of the Debtors' leased premises and (ii) to the extent the Debtors seek to abandon personal property that contains "personally identifiable information," as that term is defined in section 101(41A) of the Bankruptcy Code (the "PII"), the Debtors will use commercially reasonable efforts to remove the PII from such personal property before abandonment. Landlords may, in their sole discretion and without further notice or order of this Court, utilize and/or dispose of such property without notice or liability to the Debtors or third parties and, to the extent applicable, the automatic stay is modified to allow such disposition.

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Debtors: SAM ASH MUSIC CORPORATION, *et al.*

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The rights of the applicable landlord to assert claims with respect to such disposition of the abandoned property are reserved, as are all parties' rights to object to such claims.

3. Claims arising out of the rejection of Contracts, if any, must be filed in accordance with any confirmed plan of reorganization or on or before the later of (i) the deadline for filing proofs of claim established in this chapter 11 case, if any, and (ii) 30 days after the later of (A) the date of entry of this Order, and (B) the Rejection Date. If no proof of claim is timely filed, such claimant shall be forever barred from asserting a claim for damages arising from the rejection and from participating in any distributions on such a claim that may be made in connection with these chapter 11 cases.

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

Exhibit 1

Rejection Schedule

Debtor	Rejection Counterparty	Description of Contract¹	Abandoned Property	Rejection Date
Sam Ash Megastores LLC	10838 NCX, LLC	Lease Agreement – Store #65 Dallas, TX	Miscellaneous FF&E, store signage, and/or retail fixtures	7/31/2024
Sam Ash California Megastores LLC	An Tang Dao dba Eden Plaza	Lease Agreement – Store # 37 Westminster, CA	Miscellaneous FF&E, store signage, and/or retail fixtures	7/31/2024
Sam Ash Megastores LLC	Anderson Air Conditioning	Air Conditioning & HVAC Proposal	N/A	7/31/2024
Sam Ash Megastores LLC	AP Growth Properties, LP	Lease Agreement – Store # 61 Glendale, AZ	Miscellaneous FF&E, store signage, and/or retail fixtures	7/31/2024
Sam Ash Megastores LLC	BAI Rivergate, LLC	Lease Agreement – Store #45 Madison, TN	Miscellaneous FF&E, store signage, and/or retail fixtures	7/31/2024
Sam Ash Music Corporation	Benzel-Busch Motor Car Corp.	Vehicle Lease Agreement – 2022 Mercedes Benz GLC300 VIN # W1N0G8EB6NG048727	N/A	7/31/2024
Sam Ash Music Corporation	Bergen Springfield Associates, LP	Lease Agreement – Store #21 Springfield, NJ	Miscellaneous FF&E, store signage, and/or retail fixtures	7/31/2024
Sam Ash Megastores LLC	Broad Street FF, LLC	Lease Agreement – Store #55 Richmond, VA	Miscellaneous FF&E, store signage, and/or retail fixtures	7/31/2024
Sam Ash Megastores LLC	Castleton Plaza Shopping Center, LLC	Lease Agreement – Store #57 Indianapolis, IN	Miscellaneous FF&E, store signage, and/or retail fixtures	7/31/2024
Sam Ash Music Corporation	Certegy Check Services Inc.	Warranty Agreement and related Statement of Work	N/A	7/31/2024
Sam Ash Music Corporation	Certegy Payment Recovery Services Inc.	Collection Services Agreement	N/A	7/31/2024
Sam Ash Music Corporation	Chase Merchant Services LLC	Merchant Services Bankcard Agreement	N/A	7/31/2024
Sam Ash Music Corporation	Chrysler Capital	Vehicle Lease Agreement – 2020 JEEP Grand Cherokee VIN # 1C4RJFBG5LC416016	N/A	7/31/2024

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.

Sam Ash Music Corporation	Clear Company	Subscription Agreement	N/A	7/31/2024
Sam Ash Music Corporation	Darcars of Englewood Inc.	Vehicle Lease Agreement 2023 Lexus IS 350 VIN # JTHGZ1E20P5031152	N/A	7/31/2024
Samson Technologies Corporation	Denton, Matt	Work for Hire Agreement	N/A	7/31/2024
Sam Ash Florida Megastores LLC	Dolphin Mall Associates Limited Partnership	Lease Agreement – Store #52 Miami, FL	Miscellaneous FF&E, store signage, and/or retail fixtures	7/31/2024
Sam Ash Music Corporation	GE Capital Retail Bank	Retailer Program Agreement	N/A	7/31/2024
Sam Ash Music Corporation	Good Earth Landscape Contractors	Land Agreements	N/A	7/31/2024
Sam Ash Music Corporation	Greens of Lyndhurst, LTS	Lease Agreement – Store #35 Lyndhurst, OH	Miscellaneous FF&E, store signage, and/or retail fixtures	7/31/2024
Sam Ash Megastores LLC	Iroquois Investment Company	Lease Agreement – Store #64 Hollywood, CA	Miscellaneous FF&E, store signage, and/or retail fixtures	7/31/2024
Sam Ash Music Corporation	JPMorgan Chase Bank	Merchant Services Bankcard Agreement	N/A	7/31/2024
Sam Ash Megastores LLC	Karen MM, LLC	Lease Agreement – Store #53 Las Vegas, NV	Miscellaneous FF&E, store signage, and/or retail fixtures	7/31/2024
Sam Ash Music Corporation	Knowbe4	KnowBe4 Security Awareness Training Subscription	N/A	7/31/2024
Sam Ash California Megastores LLC	Larry Scott Karlin and Debra Lisa Karlin Trustees of the Karlin Family Trust	Lease Agreement – Store #62 Torrance, CA	Miscellaneous FF&E, store signage, and/or retail fixtures	7/31/2024
Sam Ash Florida Megastores LLC	Lee Road Partners LP	Lease Agreement – Store #46 Orlando, FL	Miscellaneous FF&E, store signage, and/or retail fixtures	7/31/2024
Sam Ash Megastores LLC	Magnolia Palms Daphne, LLC	Lease Agreement – Store #48 Tampa, FL	Miscellaneous FF&E, store signage, and/or retail fixtures	7/31/2024
Sam Ash Music Corporation	Marlin Business Bank	Vendor Program Agreement and Trademark Usage Agreement	N/A	7/31/2024
Sam Ash Music Corporation	Mitel Leasing Inc.	Secrecy Agreement, Equipment lease Agreement, Total Solution Program Lease Agreement	N/A	7/31/2024
Sam Ash Music Corporation	Moodle US LLC	Agreement	N/A	7/31/2024

Sam Ash Megastores LLC	North Freeway Partners, LLC	Lease Agreement – Store #67 Houston, TX	Miscellaneous FF&E, store signage, and/or retail fixtures	7/31/2024
Sam Ash California Megastores LLC	Ontario Mills II, LP	Lease Agreement – Store #41 Ontario Mills, CA	Miscellaneous FF&E, store signage, and/or retail fixtures	7/31/2024
Sam Ash Florida Megastores LLC	Pamela Rubinson	Lease Agreement – Store #47 Sarasota, FL	Miscellaneous FF&E, store signage, and/or retail fixtures	7/31/2024
Sam Ash Megastores LLC	Pavilions North Shopping Center 18, LLC	Lease Agreement – Store #59 San Antonio, TX	Miscellaneous FF&E, store signage, and/or retail fixtures	7/31/2024
Sam Ash Florida Megastores LLC	Peppertree Plaza, LLC	Lease Agreement – Store #32 Margate, FL	Miscellaneous FF&E, store signage, and/or retail fixtures	7/31/2024
Samson Technologies Corporation	Pitney Bowes Global Financial LLC	Equipment Service Lease	N/A	7/31/2024
Sam Ash Music Corporation	Porsche Audi Warrington	Vehicle Lease Agreement – 2023 Porsche Taycan VIN # WP0AA2Y15PSA14228	N/A	7/31/2024
Sam Ash Music Corporation	Rallye BMW	Vehicle Lease Agreement – 2022 BMW X3 VIN # 5UX53DP03N9L15015	N/A	7/31/2024
Samson Technologies Corporation	Reynolds, Douglas	Work for Hire Agreement	N/A	7/31/2024
Sam Ash Music Corporation	RGIS LLC	Services Agreement and Inventory Services Agreement	N/A	7/31/2024
Sam Ash Megastores LLC	Sam Ash Properties Corp.	Lease Agreement – Store # 51 Charlotte, NC	Miscellaneous FF&E, store signage, and/or retail fixtures	7/31/2024
Sam Ash Music Corporation	Shift4	All agreements and amendments (including DOTN Service Agreement, Dollars on the Net Service Agreement)	N/A	7/31/2024
Sam Ash Music Corporation	Shift4 Corporation	All agreements and amendments (including DOTN Service Agreement, Dollars on the Net Service Agreement)	N/A	7/31/2024
Sam Ash Music Corporation	Shift4 Payments LLC	All agreements and amendments (including DOTN Service Agreement, Dollars on the Net Service Agreement)	N/A	7/31/2024

Sam Ash New York Megastores LLC	Skellig Realty Inc.	Lease Agreement – Store #6 White Plains, NY	Miscellaneous FF&E, store signage, and/or retail fixtures	7/31/2024
Sam Ash New York Megastores LLC	SLJ Realty, LLC	Lease Agreement – Store #5 Brooklyn, NY	Miscellaneous FF&E, store signage, and/or retail fixtures	7/31/2024
Sam Ash Music Corporation	SOCI Acquisition Co. Inc.	Assignment	N/A	7/31/2024
Sam Ash Music Corporation	Steel OCR, LLC	Lease Agreement – Store #3 Carle Place, NY	Miscellaneous FF&E, store signage, and/or retail fixtures	7/31/2024
Sam Ash Music Corporation	Team Mechanical Inc.	Preventative Maintenance and Inspection Agreement	N/A	7/31/2024
Samson Technologies Corporation	Thomas Decker Studio Inc.	Photography & Videography Services Agreement	N/A	7/31/2024
Sam Ash Music Corporation	UE2100 Route 38, LLC	Lease Agreement – Store #14 Cherry Hill, NJ	Miscellaneous FF&E, store signage, and/or retail fixtures	7/31/2024
Sam Ash California Megastores LLC	Ultimate Capital LLC	Lease Agreement – Store #66 San Diego, CA	Miscellaneous FF&E, store signage, and/or retail fixtures	7/31/2024
Sam Ash Music Corporation	Unlimited Technology Solutions Inc.	Professional Services Agreement	N/A	7/31/2024
Sam Ash Megastores LLC	Waste Management Inc.	Service Agreement	N/A	7/31/2024
Sam Ash Megastores LLC	Waste Management of Atlanta Metro	Service Agreement	N/A	7/31/2024
Sam Ash Florida Megastores LLC	Waste Management of Dade County	Commercial Service Agreement	N/A	7/31/2024
Sam Ash Megastores LLC	Waste Management of Indiana	Service Agreement	N/A	7/31/2024
Sam As Florida Megastores LLC	Waste Management of South Florida	Service Agreement	N/A	7/31/2024
Sam Ash Music Corporation	Where 2 Get It Inc.	Master Services Agreement, Statements of Work, and Amendments	N/A	7/31/2024
Sam Ash Music Corporation	Windstream	Windstream Agreement	N/A	7/31/2024