

Hearing Date and Time: June 5, 2018 at 10:00 a.m. (prevailing Eastern Time)

Objection Deadline: June 4, 2018 at 12:00 p.m. (prevailing Eastern Time)

AKIN GUMP STRAUSS HAUER & FELD LLP

Daniel H. Golden

Arik Preis

David Zensky

Mitchell Hurley

Deborah Newman

One Bryant Park

New York, New York 10036

Telephone: (212) 872-1000

Facsimile: (212) 872-1002

dgolden@akingump.com

apreis@akingump.com

dzensky@akingump.com

mhurley@akingump.com

djnewman@akingump.com

*Proposed Counsel to the Official Committee of
Unsecured Creditors of Nine West Holdings Inc.,
et al.*

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

NINE WEST HOLDINGS, INC., *et al.*,¹

Debtors.

)
) Chapter 11

)
) Case No. 18-10947 (SCC)

)
) (Jointly Administered)

**NOTICE OF HEARING ON THE MOTION OF OFFICIAL COMMITTEE
OF UNSECURED CREDITORS FOR THE ENTRY OF AN ORDER PURSUANT TO
BANKRUPTCY CODE SECTION 105 AND FEDERAL RULES OF BANKRUPTCY
PROCEDURE 2004, 9006, AND 9016 AUTHORIZING EXPEDITED DISCOVERY OF
THE DEBTORS AND THIRD PARTIES**

PLEASE TAKE NOTICE that on May 30, 2018, the Official Committee of Unsecured
Creditors of Nine West Holdings, *et al.*, (the "Committee"), filed the *Motion of Official Committee*

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Nine West Holdings, Inc. (7645); Jasper Parent LLC (4157); Nine West Management Service LLC (4508); Kasper Group LLC (7906); Kasper U.S. Blocker LLC (2390); Nine West Apparel Holdings LLC (3348); Nine West Development LLC (2089); Nine West Distribution LLC (3029); Nine West Jeanswear Holding LLC (7263); One Jeanswear Group Inc. (0179); and US KIC Top Hat LLC (3076). The location of the Debtors' service address is: 1411 Broadway, New York, New York 10018.

of Unsecured Creditors for the Entry of an Order Pursuant to Bankruptcy Code Section 105 and Federal Rules of Bankruptcy Procedure 2004, 9006, and 9016 Authorizing Expedited Discovery of the Debtors and Third Parties (the “Motion”).

PLEASE TAKE NOTICE that a hearing to consider the Motion will be held before the Honorable Shelley C. Chapman, United States Bankruptcy Judge, United States Bankruptcy Court for the Southern District of New York (the “Court”), One Bowling Green, Courtroom No. 623, New York, New York 10004-1408, on **June 5, 2018 at 10:00 a.m. (prevailing Eastern Time)**, or **such other date and time as may be specified by the Court.**

PLEASE TAKE FURTHER NOTICE that any responses or objections (each, an “Objection”) to the relief requested in the Motion shall: (a) be in writing; (b) conform to the Federal Rules of Bankruptcy Procedure, the Local Bankruptcy Rules for the Southern District of New York, all General Orders applicable to chapter 11 cases in the United States Bankruptcy Court for the Southern District of New York, and the *Order (A) Establishing Certain Notice, Case Management, and Administrative Procedures and (B) Granting Related Relief* [ECF No. 107] (the “Case Management Order”) approved by the Court; (c) be filed electronically with the Court on the docket of *In re Nine West Holdings, Inc.*, Case 18-10974 (SCC) by registered users of the Court’s electronic filing system and in accordance with the General Order M-399 (which is available on the Court’s website at <http://www.nysb.uscourts.gov>); and (d) be served so as to be actually received by **June 4, 2018 at 12:00 p.m. (prevailing Eastern Time)** (the “Objection Deadline”), by (i) the entities on the Master Service List (as defined in the Case Management Order and available on the Debtors’ case website at <https://cases.primeclerk.com/ninewest>) and (ii) any person or entity with a particularized interest in the subject matter of the Motion.

PLEASE TAKE FURTHER NOTICE that if no Objections are timely filed and served with respect to the Motion, the Committee may, on or after the Objection Deadline, submit to the Court an order substantially in the form annexed as **Exhibit A** to the Motion, which order the Court may enter without further notice or opportunity to be heard.

New York, New York
Dated: May 30, 2018

AKIN GUMP STRAUSS HAUER & FELD LLP

By: /s/ David Zensky
Daniel H. Golden
Arik Preis
David Zensky
Mitchell Hurley
Deborah Newman
One Bryant Park
New York, New York 10036
Telephone: (212) 872-1000
Facsimile: (212) 872-1002
dgolden@akingump.com
apreis@akingump.com
dzensky@akingump.com
mhurley@akingump.com
djnewman@akingump.com

*Proposed Counsel to the Official Committee of
Unsecured Creditors of Nine West Holdings, Inc.*

Hearing Date and Time: June 5, 2018 at 10:00 a.m. (prevailing Eastern Time)

Objection Deadline: June 4, 2018 at 12:00 p.m. (prevailing Eastern Time)

AKIN GUMP STRAUSS HAUER & FELD LLP

Daniel H. Golden

Arik Preis

David Zensky

Mitchell Hurley

Deborah Newman

One Bryant Park

New York, New York 10036

Telephone: (212) 872-1000

Facsimile: (212) 872-1002

dgolden@akingump.com

apreis@akingump.com

dzensky@akingump.com

mhurley@akingump.com

djnewman@akingump.com

*Proposed Counsel to the Official Committee of
Unsecured Creditors of Nine West Holdings Inc., et al.*

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:)	Chapter 11
)	
NINE WEST HOLDINGS, INC., <i>et al.</i> , ¹)	Case No. 18-10947 (SCC)
)	
Debtors.)	(Jointly Administered)
)	

**MOTION OF OFFICIAL COMMITTEE OF UNSECURED CREDITORS FOR THE
ENTRY OF AN ORDER PURSUANT TO BANKRUPTCY CODE SECTION 105 AND
FEDERAL RULES OF BANKRUPTCY PROCEDURE 2004, 9006, AND 9016
AUTHORIZING EXPEDITED DISCOVERY OF THE DEBTORS AND THIRD PARTIES**

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Nine West Holdings, Inc. (7645); Jasper Parent LLC (4157); Nine West Management Service LLC (4508); Kasper Group LLC (7906); Kasper U.S. Blocker LLC (2390); Nine West Apparel Holdings LLC (3348); Nine West Development LLC (2089); Nine West Distribution LLC (3029); Nine West Jeanswear Holding LLC (7263); One Jeanswear Group Inc. (0179); and US KIC Top Hat LLC (3076). The location of the Debtors' service address is: 1411 Broadway, New York, New York 10018.

TABLE OF CONTENTS

	<u>Page</u>
PRELIMINARY STATEMENT.....	1
JURISDICTION AND VENUE	3
RELEVANT BACKGROUND.....	3
A. General Background	3
B. The 2014 LBO, the Carve-Out Transactions, and Other Events that May Give Rise to Claims	4
RELIEF REQUESTED.....	7
BASIS FOR RELIEF.....	10
A. The Committee Is Entitled to this Discovery under Bankruptcy Rule 2004.	10
B. The Committee Is Entitled to Receive this Discovery on a Slightly Shortened Timeline.	12
MOTION PRACTICE	16
NOTICE.....	177
NO PRIOR REQUEST.....	17
RESERVATION OF RIGHTS	17
CONCLUSION.....	17

TABLE OF AUTHORITIES

	Page(s)
Cases	
<i>In re Drexel Burnham Lambert Grp., Inc.</i> , 123 B.R. 702 (Bankr. S.D.N.Y. 1991).....	11
<i>In re Ecam Publ’ns, Inc.</i> , 131 B.R. 556 (Bankr. S.D.N.Y. 1991).....	11
<i>In re Hughes</i> , 281 B.R. 224 (Bankr. S.D.N.Y. 2002).....	11
<i>Johns-Manville Corp. v. Doan (In re Johns-Manville Corp.)</i> , 26 B.R. 919 (Bankr. S.D.N.Y. 1983).....	16
<i>Kramer v. Time Warner, Inc.</i> , 937 F.2d 767 (2d Cir. 1991).....	4
<i>In re Madison Williams & Co., LLC</i> , No. 11-15896, 2014 WL 56070 (Bankr. S.D.N.Y. Jan. 7, 2014)	10
<i>Pan Am Corp. v. Delta Air Lines, Inc.</i> , 175 B.R. 438 (S.D.N.Y. 1994).....	16
<i>In re Recoton Corp.</i> , 307 B.R. 751 (Bankr. S.D.N.Y. 2004).....	10, 11, 12
<i>In re Riding</i> , 44 B.R. 846 (Bankr. D. Utah 1984)	15
<i>Sec. Inv’r Prot. Corp. v. Bernard L. Madoff Inv. Sec. LLC (In re: Bernard L. Madoff)</i> , No. 09-11893, 2014 WL 5486279 (Bankr. S.D.N.Y. 2014).....	11
Statutes	
28 U.S.C. § 105.....	1, 3, 13
28 U.S.C. § 157.....	3
28 U.S.C. § 1102.....	3
28 U.S.C. § 1103.....	11
28 U.S.C. § 1107.....	3

28 U.S.C. § 1108.....	3
28 U.S.C. § 1334.....	2
28 U.S.C. § 1408	3
28 U.S.C. § 1409.....	3

Other Authorities

Bankruptcy Rule 2004	passim
Bankruptcy Rule 9006	1, 3, 12, 16
Bankruptcy Rule 9014	1
Bankruptcy Rule 9016	3, 13
Fed. R. Evid. 201(b)(2)	4
Local Bankruptcy Rule 9013-1(a)	16

The Official Committee of Unsecured Creditors (the “Committee”) of Nine West Holdings, Inc. (“Holdings”) and its affiliated debtors and debtors-in-possession in the above-captioned cases (collectively, the “Debtors”) by and through its undersigned proposed counsel, hereby submits this motion (the “Motion”) for an order authorizing it to conduct an examination of and seek discovery from the Debtors and third parties under Rule 2004 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”). The Committee also moves for an order pursuant to Bankruptcy Code section 105 and Bankruptcy Rules 9006 and 9014 shortening the time for the Debtors and other parties to respond to the discovery requests. In support of this Motion, the Committee respectfully states as follows:

PRELIMINARY STATEMENT

1. The Committee respectfully requests that the Court enter an order authorizing it to conduct an examination of the Debtors and certain third parties under Rule 2004 of the Bankruptcy Rules so the Committee can properly investigate potential estate claims. Based on its investigation thus far, the Committee believes that there are a number of potential estate claims (collectively “Claims”) that arise out of the Debtors’ 2014 leveraged buy-out (the “2014 LBO”), in which the Debtors (i) raised hundreds of millions of dollars to cash out their former shareholders, and (ii) consummated transactions that occurred substantially simultaneously with and were conditioned on the payments to those former shareholders, which allowed the Debtors’ new equity sponsor, Sycamore Partners Management, L.P. and its affiliated funds and entities (collectively, “Sycamore”), to purchase the Debtors’ then-most valuable businesses: (1) the Jones Apparel Business; (2) the Kurt Geiger Business; and (3) the Stuart Weitzman Business (collectively, the “Carve-Out Assets”) for what appears to be hundreds of millions of dollars less

than they were worth (the transactions collectively, the “Carve-Out Transactions”).² [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

2. The Committee files this Motion to further investigate and better understand the 2014 LBO, Carve-Out Transactions, and other transactions between the Debtors and Sycamore, so that the Committee can negotiate effectively for all unsecured creditors. The Rule 2004 discovery requested herein is limited as to parties and scope, and is necessary in order for the Committee to fulfill its statutory duty to investigate the acts, conduct, assets, liabilities and financial condition of the Debtors. Given the Debtors’ insistence that a confirmation hearing regarding the Debtors’ (yet-to-be-negotiated) plan of reorganization occur only a few short months after they filed their bankruptcy petitions, the Committee respectfully requests that the targets of its discovery be ordered to respond to such discovery on slightly shortened timeframes. Such shortened timeframes are necessary because the Committee will need to be in a position to evaluate and form a position as to whether any of the Claims may impact the allowance and/or treatment of creditors’ claims in any proposed plan of reorganization, and potentially to seek standing to prosecute certain of such Claims. Indeed, the investigation is absolutely essential to the Committee’s ability to propose or participate in the resolution of the many intra-creditor issues that must be resolved before a plan may be confirmed in these cases, and to assess the strength and appropriate disposition of potential Claims against Sycamore, or other parties that approved of or were enriched by the 2014 LBO and Carve-Out Transactions.

² The LBO and Carve-Out Transactions were directly connected steps of an integrated transaction and the use of different defined terms for each leg should not be deemed to suggest or imply otherwise.

JURISDICTION AND VENUE

3. This Court has jurisdiction over this matter under 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding under 28 U.S.C. § 157(b)(2).

4. Venue is proper under 28 U.S.C. §§ 1408 and 1409.

5. The bases for the relief requested herein are section 105 of the Bankruptcy Code and Bankruptcy Rules 2004, 9006, and 9016.

RELEVANT BACKGROUND

A. General Background

6. The Debtors are footwear, apparel, and accessory wholesalers that own or license for their own use trademarks which include Nine West®, Anne Klein®, and Gloria Vanderbilt®. *See Declaration of Ralph Schipani, Interim Chief Executive Officer of Nine West Holdings, Inc., in Support of Debtors' Chapter 11 Petitions and First Day Motions* [ECF No. 6] (“First Day Declaration”) ¶ 4. The Debtors operate five business units which cover women’s footwear and handbags, women’s and men’s jeanswear, women’s clothing, fashion jewelry, and licensing and brand management. *Id.*

7. On April 6, 2018 (the “Petition Date”), the Debtors filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”). The Debtors continue to operate their businesses and properties as debtors in possession pursuant to Bankruptcy Code sections 1107 and 1108. No trustee or examiner has been appointed in these chapter 11 cases.

8. On April 19, 2018, the United States Trustee for Region 2 appointed the Committee pursuant to Bankruptcy Code section 1102 [ECF No. 126]. The Committee is currently composed of the following members: (a) Aurelius Capital Master, Ltd.; (b) GLAS Trust Company LLC; (c) Pension Benefit Guaranty Corporation; (d) Simon Property Group;

(e) Surefield Limited; (f) Stella International Trading (Macao Commercial Offshore) Limited; and (g) U.S. Bank National Association. *See Second Amended Appointment of Official Committee of Unsecured Creditors* [ECF No. 232]. The Committee members, directly or through entities managed or advised by the Committee members, hold unsecured claims against, and/or serve as indenture trustee or bank agent for holders of unsecured claims against, the Debtors' estates. The Committee represents a broad cross-section of the unsecured creditor constituencies of the Debtors and, thus, is well suited to investigate potential Claims.

B. The 2014 LBO, the Carve-Out Transactions, and Other Events that May Give Rise to Claims³

9. On December 19, 2013, the board of directors of The Jones Group Inc. unanimously approved and executed an Agreement and Plan of Merger with Jasper Parent LLC and Jasper Merger Sub, Inc. (the "Merger Agreement"). *See* The Jones Grp. Inc., Definitive Proxy Statement (Mar. 6, 2014) at 54-59, A-1.⁴ Jasper Parent LLC and Jasper Merger Sub, Inc. are each affiliates of Sycamore. Under the Merger Agreement, Jasper Merger Sub, Inc. would merge with and into The Jones Group Inc. in one step. The surviving company ("RemainCo") would become wholly-owned by Jasper Parent LLC and no longer listed on the NYSE. *Id.* at 3, 16, 31, 93. The Merger Agreement provided that The Jones Group Inc.'s public shareholders would receive \$15.00 for each share of common stock. The aggregate purchase price for the 2014 LBO (including assumed debt) was approximately \$2.2 billion. *Id.* at 3, 95-96, A-3-A-6.

³ The Committee's professionals are still in the early stages of their investigation into potential estate causes of action. Many facts still need to be developed, including with respect to the 2014 LBO and the Carve-Out Transactions. The facts presented here are those that the Committee has been able to develop during its investigation so far, and remain subject to additional investigation.

⁴ The Court "may take judicial notice of the contents of relevant public disclosure documents required to be filed with the SEC as facts 'capable of accurate and ready determination by resort to sources whose accuracy cannot reasonably be questioned.'" *See Kramer v. Time Warner, Inc.*, 937 F.2d 767, 774 (2d Cir. 1991) (citing Fed. R. Evid. 201(b)(2)).

10. Also on December 19, 2013 (and as contemplated by the Merger Agreement), Jasper Parent LLC entered into three purchase agreements with Sycamore affiliates (collectively, the “Carve-Out Purchase Agreements”) providing for the sale of the Carve-Out Assets. *See id.* at 3, 17, 112, A-1. The Carve-Out Transactions occurred “substantially concurrently” with the closing of the merger, and were conditioned on consummation of the merger. *Id.* at 3, A-1; *see also* The Jones Grp. Inc., Current Report (Form 8-K) (Dec. 23, 2013) (detailing merger agreement).

11. [REDACTED]

12. The 2014 LBO of The Jones Group, Inc. closed on April 8, 2014. *See* The Jones Grp. Inc., Current Report (Form 8-K) (Apr. 7, 2014). On that day, The Jones Group Inc. merged with several affiliates, and the newly merged company, renamed as Nine West Holdings, Inc., became a wholly-owned subsidiary of Jasper Parent LLC and assumed The Jones Group Inc.’s obligations. *See* Nine West Holdings, Inc., Current Report (Form 8-K) (Apr. 9, 2014). The Carve-Out Transactions were completed simultaneously with the 2014 LBO.

13. Sycamore’s acquisition of The Jones Group Inc. was funded primarily by a \$300 million unsecured term loan and a \$445 million secured term loan. Additionally, in conjunction with the merger, The Jones Group Inc. and RemainCo launched an offer to exchange or purchase The Jones Group Inc.’s outstanding 6.875% senior notes due 2019 (the “Stub 2019 Notes”).

Most of the Stub 2019 Noteholders exchanged their notes for new 2019 notes (the “2019 Notes”) bearing an interest rate of 8.25%, resulting in approximately \$367 million of 2019 Notes being issued in connection with the exchange. Approximately \$28.5 million Stub 2019 Notes remained outstanding following the exchange and tender offer, and approximately \$4.7 million of the Stub 2019 Notes were cashed out. *See* First Day Declaration ¶ 46; *see also* Nine West Holdings, Inc., Current Report (Form 8-K) (Apr. 9, 2014). On April 16, 2014, Nine West Holdings, Inc. issued \$60 million aggregate principal amount of additional 2019 Notes in order to refinance certain debt used to finance the 2014 LBO, payments to shareholders and certain pre-LBO debt that was not fully paid. *See Disclosure Statement for the Debtors’ Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code* [ECF No. 129] (the “Disclosure Statement”), Art. IV(C).

14. The 2014 LBO and Carve-Out Transactions left the Debtors heavily levered, with far more debt (and substantially fewer assets) than beforehand, raising the possibility that some or all of the Debtors were rendered insolvent. Though the Debtors were able to raise money to finance the LBO and [REDACTED]

[REDACTED]

15. The circumstances surrounding the Carve-Out Transactions also suggest that Sycamore paid the Debtors significantly less than reasonably equivalent value to purchase the Carve-Out Assets, thereby causing or accelerating the Debtors’ demise. In contrast with the business lines that the Debtors were left with following the 2014 LBO, [REDACTED]

[REDACTED]

[REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]

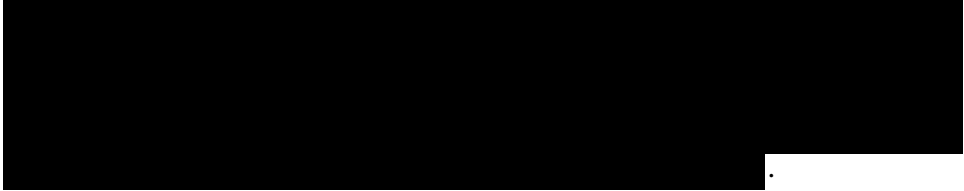
16. [REDACTED]

[REDACTED]

RELIEF REQUESTED

17. The Committee respectfully requests that the Court enter an order pursuant to Rule 2004 of the Bankruptcy Rules, substantially in the form of the Proposed Order attached to this Motion as Exhibit A, authorizing the Committee to (i) serve documents requests/subpoenas

substantially in the form attached to this Motion as Exhibit B (the “Requests”) and (ii) take depositions of representatives of the Debtors and the entities listed below:⁵

- a. Sycamore.
- b. 
- c. Peter J. Solomon Company (“PJS”): PJS served as the financial advisor to the board of directors of The Jones Group Inc. in connection with the 2014 LBO and also issued a fairness opinion on the price per share offered in the Merger Agreement.
- d. Citigroup Global Markets, Inc. (“Citigroup”): The Jones Group, Inc. retained Citigroup to serve as a financial advisor in July 2013 to advise on a potential sale of all or part of The Jones Group, Inc. Citigroup served as the financial advisor to the The Jones Group, Inc. in connection with the 2014 LBO and also issued a fairness opinion on the price per share offered in the Merger Agreement.
- e. Morgan Stanley Senior Funding Inc. (“Morgan Stanley”): Morgan Stanley was involved in several aspects of the debt financing in connection with the 2014 LBO.
- f. Wells Fargo Bank, National Association (“Wells Fargo”): Wells Fargo provided debt financing in connection with the 2014 LBO and Carve-Out Transactions and served as paying agent in connection with the 2014 LBO.
- g. Bank of America Merrill Lynch (“Bank of America”): Bank of America provided debt financing in connection with the 2014 LBO.
- h. KKR Asset Management (“KKR”): KKR provided debt financing and equity investments in the 2014 LBO and Carve-Out Transactions.⁶

⁵ The Committee reserves all of its rights to serve additional requests in the course of its investigation and/or seek an extension of the Debtors’ proposed timeline for confirmation, and to propound discovery in connection with any other matter that may arise in these cases.

⁶ Proposed counsel to the Committee, Akin Gump Strauss Hauer & Feld LLP (“Akin Gump”), may have conflicts with certain of the above-listed third-parties from whom discovery may be sought. To the extent any such

18. As would be expected, the bulk of the Requests at this stage are directed to the Debtors and Sycamore. There are also significant requests directed to [REDACTED]

[REDACTED] The requests to the remaining entities are narrow and targeted. All of the entities from whom the Committee wishes to seek discovery are highly likely to have material information respecting the Debtors' financial condition at the time of the 2014 LBO and Carve-Out Transactions, including information bearing upon the historical financial performance of all of the Jones Group's business prior to the 2014 LBO and Carve-Out Transactions, and the [REDACTED]. Further, the Debtors and Sycamore will have material information about certain other self-dealing transactions beyond the Carve-Out Transactions, and Sycamore will have critical information about the performance, value, and sale of the Carve-Out Assets.

19. Since its appointment, the Committee has acted diligently in fulfilling its duties to unsecured creditors and the estate. The Committee has endeavored to utilize to the fullest extent possible the work that has already been done by the two additional directors (the "Additional Directors") that the Debtors appointed approximately nine months ago to investigate potential Claims. Indeed, the Committee has utilized the information and analysis provided to its professionals by the proposed counsel and financial advisors to these directors to formulate these Requests. The discovery sought herein is designed to investigate the significant information that the Additional Directors have not obtained.

conflicts cannot be resolved and preclude Akin Gump from serving such requests and/or taking certain depositions, the Committee will engage conflicts counsel to handle such discovery.

20. By filing this motion, the Committee does not mean to imply that the Debtors or Munger Tolles & Olson LLP (“Munger Tolles”) have not been fully cooperative to date in sharing documents and information with the Committee, or that Sycamore and/or any of the other third parties to whom the requested discovery is directed would not have supplied documents and information without a subpoena. However, given the press of rapid upcoming milestones, and the need to compile a formal record for use in connection with plan formulation, confirmation, and other issues critical to the estate and its unsecured creditors, the Committee needs to promptly undertake the formal discovery sought by this Motion.

BASIS FOR RELIEF

A. The Committee Is Entitled to this Discovery under Bankruptcy Rule 2004.

21. Bankruptcy Rule 2004(a) provides, in relevant part, that “[o]n motion of any party in interest, the court may order examination of any entity.” Under Rule 2004, a party-in-interest may request discovery related to “acts, conduct, or property, or to the liabilities and financial condition of the debtor, or to any matter which may affect the administration of the debtor’s estate, or to the debtor’s right to a discharge.” Fed. R. Bankr. P. 2004(b).

22. The purpose of Rule 2004 is to “assist a party in interest in determining the nature and extent of the bankruptcy estate, revealing assets, examining transactions and assessing whether wrongdoing has occurred.” *In re Recoton Corp.*, 307 B.R. 751, 755 (Bankr. S.D.N.Y. 2004). Rule 2004 permits discovery “to determine the extent of the estate’s assets and recover those assets for the benefit of creditors.” *In re Madison Williams & Co., LLC*, No. 11-15896, 2014 WL 56070, at *3 (Bankr. S.D.N.Y. Jan. 7, 2014).

23. The scope of discovery allowed under Rule 2004 is “very broad and great latitude of inquiry is ordinarily permitted.” *Id.* Courts have repeatedly recognized that discovery provided for under Rule 2004 encompasses “broader discovery than is available under the

Federal Rules of Civil Procedure.” *Sec. Inv’r Prot. Corp. v. Bernard L. Madoff Inv. Sec. LLC (In re: Bernard L. Madoff)*, No. 09-11893, 2014 WL 5486279, at *2 (Bankr. S.D.N.Y. 2014); *see also In re Hughes*, 281 B.R. 224, 226 (Bankr. S.D.N.Y. 2002) (“[T]he scope of examination allowed under Rule 2004 is broader than discovery allowed under the Federal Rules of Civil Procedure and may be in the nature of a “fishing expedition.”); *In re Drexel Burnham Lambert Grp., Inc.*, 123 B.R. 702, 711 (Bankr. S.D.N.Y. 1991) (same).

24. Rule 2004 permits discovery of any party, including third parties, “if they have knowledge of the debtor’s affairs.” *In re Ecam Publ’ns, Inc.*, 131 B.R. 556, 559 (Bankr. S.D.N.Y. 1991); *see also In re Recoton Corp.*, 307 B.R. at 756 (“Any third party who has a relationship with a debtor may be made subject to a Rule 2004 investigation”); *In re Hughes*, 281 B.R. at 226 (same).

25. Section 1103 of the Bankruptcy Code expressly authorizes the Committee “to investigate the acts, conduct, assets, liabilities and financial condition of the Debtors.” *In re Recoton Corp.*, 307 B.R. at 755. The Committee needs the discovery requested in this Motion, which “may affect the administration of the debtor[s]’ estate[s],” in order to enable it to investigate potential estate claims. Fed. R. Bankr. P. 2004(b). The Committee needs to investigate whether the estate may hold valuable claims in connection with the 2014 LBO and Carve-Out Transactions, including but not limited to intentional and constructive fraudulent conveyance and breach of fiduciary duty claims.

26. Through the 2014 LBO and Carve-Out Transactions, the Debtors raised hundreds of millions of dollars to cash out their former shareholders. Sycamore, the Debtors’ new equity sponsor, purchased three of the Debtors’ then-most valuable businesses. [REDACTED]

[REDACTED]

[REDACTED], the Debtors' business has suffered significantly and eventually led to these chapter 11 cases.

27. There can be no doubt that an investigation into intra-creditor and third-party Claims arising out of the LBO and Carve-Out Transactions is appropriate. Indeed, the Debtors themselves recognize this, having appointed two independent directors approximately nine months ago to examine the exact same matters. The Committee must also be permitted to investigate other transactions between the Debtors and Sycamore, which may also give rise to potential estate claims.

28. The information sought through this Motion goes directly to the Debtors' "acts, conduct . . . property . . . liabilities and financial condition" and bears directly on the potential estate claims. Fed. R. Bankr. P. 2004(b). Thus, the discovery requested in this Motion is "*prima facie* consistent with the Rule's . . . purpose of allowing the Committee to obtain information necessary to determine whether claims beneficial to the estate exist and whether to pursue such claims." *See In re Recoton Corp.*, 307 B.R. at 756.

B. The Committee Is Entitled to Receive this Discovery on a Slightly Shortened Timeline.

29. The subjects of the Rule 2004 examinations sought herein should also be required to produce documents on an expedited basis. Bankruptcy Rule 9006(c)(1) provides that "when an act is required or allowed to be done at or within a specified time by [the Bankruptcy Rules] or by a notice given thereunder or by order of court, the court for cause shown may in its

discretion with or without motion or notice order the period reduced.” As explained below, good cause exists here to expedite the requested discovery. The Committee thus requests that the Court shorten the time set forth in Bankruptcy Rule 9016 to require responses to the Committee’s discovery requests within ten (10) days of service, and further order—pursuant to its power under section 105 of the Bankruptcy Code—that the Debtors and third parties be required to have substantially completed document production no later than June 18, 2018 (20 days from service of this motion).

30. Since being formed on April 19, 2018, the Committee has, in connection with and through the proposed Committee professionals, worked with the Debtors over the scope of their proposed second-day relief, including but not limited to the proposed debtor-in-possession financing, prepared and propounded discovery requests regarding such second-day relief requested by the Debtors, prepared documents related to the Committee’s formation and operation, and commenced its investigation into potential Claims.

31. With respect to investigating Claims, Committee professionals have conducted two lengthy meetings with Munger Tolles—including one with the Additional Directors’ financial advisor, Berkeley Research Group (“BRG”)—regarding steps they have taken to date on behalf of the Additional Directors. Committee professionals first began to get access to information gathered by Munger Tolles and BRG (who are still providing such data) during their nine month investigation on April 25, 2018, and have been evaluating those materials in an expedited fashion. Following the most recent meeting between the Committee, its professionals, Munger Tolles, and BRG, the Committee and its professionals have made several requests for the sources of certain information presented during that meeting. In addition, the Committee and its professionals have also had a number of conversations with Munger Tolles to understand the

sources and composition of the productions Munger Tolles has made to the Committee. Those conversations are on-going, as is the Committee's review of the documents that have already been produced. Between the date this Motion is filed and, if the Motion is granted, the date the Requests are served, the Committee may be able to remove or narrow several of the Requests.

32. [REDACTED]

[REDACTED]

33. Although the Committee seeks to propound a substantial number of requests to the Debtors and Sycamore, on May 11, 2018, the Committee served informal diligence requests on the Debtors that mirror, in large part, the Requests that the Committee seeks to serve on the Debtors herein. Additionally, we understand that [REDACTED]

[REDACTED]

34. As to the remaining recipients, the Committee's current requests are targeted as to time frame and scope, to get at specific gating information, and not broad, generalized requests that would be served in connection with plenary litigation over the Claims. Because the requests are narrowly tailored, the slightly shortened time frame for responses and ultimate production should not act as an unreasonable burden on any of these recipients of the Committee's requests.

35. Contemporaneously with the commencement of these cases, the Debtors and the Consenting Lenders entered into a Restructuring Support Agreement (the "RSA"), which, among other things, requires the Debtors to satisfy a number of milestones relating to the progress and conduct of the cases. Specifically, under the RSA, the Debtors are required to have a hearing on the confirmation of a prearranged plan by August 14, 2018 (130 days after of the Petition Date), and have an order confirming such plan five days later. In order to meet this schedule, the Debtors will have to have a disclosure statement approved by early July. That can occur only if the terms of a plan of reorganization have been negotiated by the Debtors, the Committee and the Debtors' other stakeholders. Given the centrality of potential Claims to the plan negotiation process, and to ensure that the Committee can be an active participant in plan negotiations, the Committee must receive and have sufficient time to analyze the information that is the subject of the Requests.⁷

36. This extremely expedited timeline establishes good cause for this Court to order prompt discovery to ensure the Committee has adequate time to investigate the potential causes of action. *See In re Riding*, 44 B.R. 846, 858 (Bankr. D. Utah 1984) (noting that the exigent

⁷ The Committee has requested that the milestones relating to approval of a disclosure statement and plan confirmation provided under the Debtors' DIP financing be extended. Even if that request is formally agreed to, however, it is likely that the case will remain on an expedited schedule.

nature of bankruptcy proceedings “will usually warrant reduction of time under Bankruptcy Rule 9006(c)” and that the Court would also “give special consideration to requests to reduce the time for responses to discovery”).

37. The Committee must be able to investigate potential claims before these imminent deadlines to ensure that it is able to protect and advocate for the interests of unsecured creditors. Courts have repeatedly recognized the central importance of a creditors committee in negotiating a plan of reorganization. *See, e.g., Pan Am Corp. v. Delta Air Lines, Inc.*, 175 B.R. 438, 514 (S.D.N.Y. 1994) (“An official committee of creditors plays a pivotal role in the bankruptcy process. The function of an official creditors committee is to aid, assist and monitor the debtor to ensure that the unsecured creditors’ views are heard and their interests promoted and protected.”) (internal citations omitted); *In re Johns-Manville Corp. (In re Johns-Manville Corp.)*, 26 B.R. 919, 925 (Bankr. S.D.N.Y. 1983) (“[F]iduciary duties [of reorganization committees] are crucial because of the importance of committees. Reorganization committees are the primary negotiating bodies for the plan of reorganization.”).

38. The subjects of this Rule 2004 examination should therefore be required to produce documents by June 18, 2018, so that the Committee may investigate estate claims within the time constraints imposed by the RSA.

MOTION PRACTICE

39. This Motion includes citations to the applicable rules and statutory authorities upon which the relief requested herein is predicated and a discussion of their application to this Motion. The Committee submits that this Motion satisfies Rule 9013-1(a) of the Local Bankruptcy Rules for the Southern District of New York.

NOTICE

40. The Committee has provided notice of this Motion to all parties on the Master Service List, and all third parties from whom discovery is sought. Pursuant to ¶ 21 of the *Case Management Procedures attached to the Order (A) Establishing Certain Notice, Case Management, and Administrative Procedures and (B) Granting Related Relief* [ECF No. 107], the Committee has requested that this Motion be considered on an expedited basis, and the Debtors have consented. In light of the nature of the relief requested, the Committee submits that no further or other notice is required.

NO PRIOR REQUEST

41. No prior request for the relief sought in this Motion has been made.

RESERVATION OF RIGHTS

42. The Committee and its members reserve all of their respective rights, claims, defenses, and remedies, including, without limitation, the right to amend, modify, or supplement this Motion, to seek additional discovery, or to raise additional grounds for granting this Motion during any hearing on the Motion.

CONCLUSION

43. The Committee respectfully requests that the Court enter an order, substantially in the form of Exhibit A, that (1) authorizes the Committee to serve the on Debtors and the third parties named herein the Requests set forth in Exhibits B, (2) requires the Debtors and the third parties to respond to the Requests within 10 days and to substantially complete their document productions no later than June 18, 2018, and (3) authorizes the Committee to take depositions of representatives of the Debtors and the third parties set forth above.

New York, New York

AKIN GUMP STRAUSS HAUER & FELD LLP

Dated: May 30, 2018

By: /s/ David Zensky

Daniel H. Golden
Arik Preis
David Zensky
Mitchell Hurley
Deborah Newman
One Bryant Park
New York, New York 10036
Telephone: (212) 872-1000
Facsimile: (212) 872-1002
dgolden@akingump.com
apreis@akingump.com
dzensky@akingump.com
mhurley@akingump.com
djnewman@akingump.com

*Proposed Counsel to the Official Committee of
Unsecured Creditors of Nine West Holdings, Inc.*

EXHIBIT A

Proposed Order

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:)	Chapter 11
)	
NINE WEST HOLDINGS, INC., <i>et al.</i> , ¹)	Case No. 18-10947 (SCC)
)	
Debtors.)	(Jointly Administered)
)	

**ORDER GRANTING THE MOTION OF OFFICIAL COMMITTEE OF UNSECURED
CREDITORS FOR THE ENTRY OF AN ORDER PURSUANT TO BANKRUPTCY
CODE SECTION 105 FEDERAL RULES OF BANKRUPTCY PROCEDURE 2004, 9006,
AND 9016 AUTHORIZING EXPEDITED DISCOVERY OF
THE DEBTORS AND THIRD PARTIES**

Upon the Motion of the Committee² to conduct a Rule 2004 examination of the Debtors and certain third parties; and the Court having found that it has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); 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 the Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors and other parties in interest; and the Court having found that the Committee provided appropriate notice of the Motion; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for relief granted herein; and upon all of the proceedings had before the Court; and after due deliberation; and sufficient cause appearing, it is hereby ORDERED:

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Nine West Holdings, Inc. (7645); Jasper Parent LLC (4157); Nine West Management Service LLC (4508); Kasper Group LLC (7906); Kasper U.S. Blocker LLC (2390); Nine West Apparel Holdings LLC (3348); Nine West Development LLC (2089); Nine West Distribution LLC (3029); Nine West Jeanswear Holding LLC (7263); One Jeanswear Group Inc. (0179); and US KIC Top Hat LLC (3076). The location of the Debtors' service address is: 1411 Broadway, New York, New York 10018.

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

1. The Motion is granted to the extent provided herein.
2. The Committee is authorized to (a) conduct a Rule 2004 examination of the Debtors, Sycamore, [REDACTED], PJS, Citigroup, Morgan Stanley, Wells Fargo, Bank of America, and KKR, and (b) serve on the above-mentioned entities document requests substantially in the form attached to the Motion.
3. Pursuant to Rule 9006, the deadline for providing responses and objections to the Requests shall be ten (10) calendar days from service and all document production responsive to the Requests shall be substantially complete by no later than June 18, 2018.
4. The Committee is authorized to depose the representatives of the above-mentioned entities upon service of appropriate deposition notices and subpoenas if it determines that depositions are warranted.
5. Notice of the Motion as provided therein shall be deemed good and sufficient and the requirements of the Local Bankruptcy Rules are satisfied by such notice.
6. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon its entry.
7. All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).
8. The Committee is authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion.

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

New York, New York

Dated: _____, 2018

THE HONORABLE SHELLEY C. CHAPMAN
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT B

Document Requests

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:)	Chapter 11
NINE WEST HOLDINGS, INC., <i>et al.</i> ,)	Case No. 18-10947 (SCC)
Debtors.)	(Jointly Administered)

**FIRST OMNIBUS REQUEST FOR PRODUCTION OF DOCUMENTS OF
THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS TO THE DEBTORS
PURSUANT TO BANKRUPTCY RULE 2004 AND RULE 9016**

Pursuant to Rule 2004 and Rule 9016 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), the Official Committee of Unsecured Creditors of Nine West Holdings, Inc. et al. (the “Committee”), by and through its undersigned proposed counsel, hereby requests that You produce on a rolling basis the documents and things requested herein (the “Document Requests” or “Requests”) for inspection and copying at the offices of Akin Gump Strauss Hauer & Feld LLP, located at One Bryant Park, New York, New York 10036 such that production is substantially complete by June 18, 2018 (or such other date as may be agreed to by the parties or ordered by the Court) and that written responses to the Requests be served within ten (10) days of service.

DEFINITIONS

The following definitions of terms apply to all Document Requests. Unless otherwise defined herein, all words and phrases used herein shall be accorded their usual meaning and shall be interpreted in their common, ordinary sense.

1. Any references to a corporation, partnership, proprietorship, association, organization, or any other business or legal entity (including any of the Debtors) shall be deemed

to include the corporation's, partnership's, proprietorship's, association's, organization's, or other business or legal entities' agents, accountants, advisors, employees, attorneys, officers, directors, direct or indirect shareholders, members, representatives, affiliates, subsidiaries, predecessors, successors, assigns, or any other person acting or purporting to act on behalf of the corporation, partnership, proprietorship, association, organization, or other business or legal entity.

2. The use of any singular noun shall be construed to include the plural, and vice versa, and a verb in any tense shall be construed as the use of the verb in all other tenses.

3. Unless otherwise defined herein, capitalized terms shall bear the meanings ascribed to them in the Committee's Rule 2004 Motion (as defined herein), as applicable.

4. The terms "all," "any," and "each" shall each be construed as encompassing any and all.

5. The connectives "and" and "or" shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the discovery request all responses that might otherwise be construed to be outside of its scope.

6. The term "including" shall be construed to mean including, but not limited to.

7. "2014 LBO" means the 2014 leveraged buyout of the Jones Group (as defined herein) sponsored by Sycamore.

8. "2034 Indenture" means the indenture issued in connection with the 2034 Notes.

9. "2034 Notes" means the 6.125% senior unsecured notes due 2034 issued by Nine West Holdings, Inc.

10. "Additional Directors" means Messrs. Harvey Tepner and Alan Miller, acting in their capacity as Directors or Managers of Nine West Holdings, Inc., Jasper Parent LLC, and/or One Jeanswear Group, Inc.

11. “Anne Klein” is defined as in the Schipani First Day Declaration (as defined herein).
12. “Bank of America” means Bank of America Merrill Lynch and its affiliated entities, predecessors, successors, and each of their respective partners, principals, officers, directors, attorneys, and Professionals, and other advisors, agents, employees, representatives, and other persons acting or purporting to act on their behalf.
13. “BRG” means Berkeley Research Group, LLC and its affiliated entities, predecessors, successors, and each of their respective partners, principals, officers, directors, attorneys, and Professionals, and other advisors, agents, employees, representatives, and other persons acting or purporting to act on their behalf.
14. “Carve-Out Assets” means, collectively, the Jones Apparel Business; Kurt Geiger; and Stuart Weitzman (each as defined herein).
15. “Carve-Out Transactions” means the transfer or sale of the Carve-Out Assets to Sycamore in 2014.
16. “Citigroup” means Citigroup Global Markets, Inc. and its affiliated entities, predecessors, successors, and each of their respective partners, principals, officers, directors, attorneys, and Professionals, and other advisors, agents, employees, representatives, and other persons acting or purporting to act on their behalf.
17. “Citigroup Fairness Opinion” means the fairness opinion prepared by Citigroup in connection with the 2014 LBO, including the December Citigroup Presentation.
18. “Communication” has the meaning set forth in Local Rule 26.3, as adopted by Local Bankruptcy Rule 2004-1, and means the transmittal of information (in the form of facts, ideas, inquiries, or otherwise). For the avoidance of doubt, this may encompass any oral,

written, or electronic transmission of information without limitation, including meetings, discussions, conversations, telephone calls, e-mail messages, text messages, Bloomberg messages, chat messages, including Instant Bloomberg chat messages, WhatsApp chat messages, Groupme chat messages, memoranda, letters, analyst reports, telecopies, telefaxes, telexes, conferences, seminars, messages, notes, videotapes, photographs, microfilm, microfiche, magnetic disks, or other media of any kind.

19. “Concerning” has the meaning set forth in Local Rule 26.3, as adopted by Local Bankruptcy Rule 2004-1, and means relating to, referring to, describing, evidencing, or constituting.

20. “Debtors” means the debtors in the case titled *In re Nine West Holdings, Inc., et al.*, chapter 11 No. 18-10947 (SCC) (Bankr. S.D.N.Y.) and any and all predecessors, officers, directors, employees, agents, consultants, advisors, attorneys, and representatives or other persons acting on their behalf (including the outside counsel of such entities), and any board of directors, and any committee or subcommittee of any board of directors of any of the Debtors.¹

21. [REDACTED]

22. [REDACTED]

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: Nine West Holdings, Inc. (7645); Jasper Parent LLC (4157); Nine West Management Service LLC (4508); Kasper Group LLC (7906); Kasper U.S. Blocker LLC (2390); Nine West Apparel Holdings LLC (3348); Nine West Development LLC (2089); Nine West Distribution LLC (3029); Nine West Jeanswear Holding LLC (7263); One Jeanswear Group Inc. (0179); and US KIC Top Hat LLC (3076).

23. “Documents” has the meaning set forth in Local Rule 26.3, as adopted by Local Bankruptcy Rule 2004-1, and is defined to be synonymous in meaning and equal in scope to the usage of the term “documents or electronically stored information” in Federal Rule 34(a)(1)(A). For the avoidance of doubt, this may encompass all written, graphic, or printed matter of any kind, however produced or reproduced, including all originals, drafts, working papers, and non-identical copies, whether different from the originals by reason of any notation made on such copies or otherwise, and all electronic, mechanical, or optical records or representations of any kind or other data compilations from which information can be obtained or translated, if necessary, through detection devices into reasonable usable form. The term “Documents” includes, but is not limited to:

- a. correspondence, memoranda, notes, calendar or diary entries, statistics, letters, electronic mail, notebooks, telegrams, journals, minutes, agendas, notices, announcements, instructions, charts, schedules, requests, contracts, prospective contracts, agreements, prospective agreements, licenses, prospective licenses, order forms, books, accounts, records, reports, studies, surveys, experiments, analyses, checks, cancelled checks, wire confirmations, statements, receipts, returns, vouchers, statements, credit memoranda, sales slips, promissory notes, summaries, pamphlets, prospectuses, manuals, brochures, announcements, certificates, drawings, plans, inter-office and intraoffice communications, pitchbooks, marketing materials, or offers;
- b. notations in any form made of conversations, telephone calls, meetings, negotiations, or other communications;
- c. bulletins, circulars, schedules, lists, guides, printed matter (including newspapers, magazines and other publications, articles and clippings therefrom), press releases, computer printouts, teletypes, telecopies, telexes, invoices, ledgers, balance sheets, financial statements, or worksheets;
- d. electronic, mechanical, or optical records or representations of any kind (including tapes, cassettes, discs, hard drives, recordings, voice mail, electronic mail, and computer-stored data or material), or transcriptions thereof; and

- e. all drafts, alterations, modifications, changes and amendments of any of the foregoing, and any material underlying, supporting, or used in the preparation of any document.

A draft or non-identical copy is a separate document within the meaning of this term.

24.

[REDACTED]

25.

[REDACTED]

26.

[REDACTED]

27.

[REDACTED]

28.

[REDACTED]

29. [REDACTED]

30. “EBITDA”, when used without any qualification, means all forms of actual, expected, budgeted or forecasted EBITDA, with or without adjustments of any kind and whether or not pro forma for certain actual or expected transactions.

31. [REDACTED]

32. “Footwear” means, collectively, the following brands formerly owned by the Jones Group (as defined herein): Nine West (excluding apparel and denim products); Easy Spirit; Bandolino (excluding denim products); Anne Klein (footwear, handbags, and jewelery); Rachel Roy (footwear and accessories); Brian Atwood; Gloria Vanderbilt Footwear and Accessories; Private Label Footwear; Robert Rodriguez Footwear and Accessories; Enzo Angolini, Mootsies and Tootsies; Napier; Sam & Libby; Judith Jack; Givenchy; Joan & David; and other legacy footwear brands.

33. “Identify” (with respect to documents), has the meaning set forth in Local Rule 26.3, as adopted by Local Bankruptcy Rule 2004-1, and means to give, to the extent known, the (i) type of document; (ii) general subject matter; (iii) date of the document; and (iv) author(s), addressee(s), and recipient(s). In the alternative, the responding party may produce the documents, together with identifying information sufficient to satisfy Federal Rule 33(d).

34. “Jeanswear” means, collectively, the following brands formerly owned by the Jones Group (as defined herein): Gloria Vanderbilt; L.e.i.; Bandolino Denim; Nine West Denim; Jessica Simpson; Private Label Denim; Energie; Grane; Glo; Erika; Currents; Code Blue; and other jeanswear brands.

35. “Jones Apparel Business” means the Jones Apparel Group, specifically [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

36. “Jones Group” means The Jones Group Inc. and its affiliated entities, predecessors, successors, and each of their respective partners, principals, officers, directors, attorneys, and Professionals, and other advisors, agents, employees, representatives, and other persons acting or purporting to act on their behalf.

37. [REDACTED]

[REDACTED]

38. “Kasper Group” is defined as in the Schipani First Day Declaration (as defined herein).

39. “KKR” means KKR Asset Management and its affiliated entities, predecessors, successors, and each of their respective partners, principals, officers, directors, attorneys, and Professionals, and other advisors, agents, employees, representatives, and other persons acting or purporting to act on their behalf.

40. “Kurt Geiger” means KG Group Holdings Limited.

41. [REDACTED]

[REDACTED]

42. “Merger Agreement” or “Merger” means the Agreement and Plan of Merger between The Jones Group Inc., and Jasper Parent LLC and Jasper Merger Sub, Inc., dated December 19, 2013.

43. “Morgan Stanley” means each of Morgan Stanley & Co. LLC and Morgan Stanley Senior Funding, Inc., and their affiliated entities, predecessors, successors, and each of their respective partners, principals, officers, directors, attorneys, and Professionals, and other advisors, agents, employees, representatives, and other persons acting or purporting to act on their behalf.

44. “Offer to Exchange” means the Offering Memorandum prepared by Morgan Stanley dated March 24, 2014 regarding the Offer to Exchange any and all Outstanding 6.875% Senior Notes due 2019 of The Jones Group Inc., Jones Apparel Group USA, Inc., and JAG Footwear, Accessories and Retail Corporation for 8.250% Senior Notes due 2019 of Nine West Holdings, Inc.

45. “Person” has the meaning set forth in Local Rule 26.3, as adopted by Local Bankruptcy Rule 2004-1, and means any natural person, corporation, firm, partnership, other unincorporated association, company, trust, fund, government agency, or entity. For the avoidance of doubt, this includes current and former employees, officers, directors, partners, agents, brokers, representatives, and accountants.

46. “PJS” means Peter J. Soloman Company and its affiliated entities, predecessors, successors, and each of their respective partners, principals, officers, directors, attorneys, and Professionals, and other advisors, agents, employees, representatives, and other persons acting or purporting to act on their behalf.

47. “PJS Fairness Opinion” means the fairness opinion prepared by PJS in connection with the 2014 LBO, including the December PJS Presentation.

48. “Professional” means any counsel, consultant, advisor, testifying expert, non-testifying expert, agent, representative, or other Person engaged to provide or involved in providing at any time any services.

49. “Proxy Statement” means the Schedule 14-A Proxy Statement of the Jones Group filed in connection with the Form 8-K filed by the Jones Group on March 24, 2014.

50. “RemainCo” means the Debtor entities subsequent to the 2014 LBO and Carve-Out Transactions.

51. [REDACTED]

52. “Rule 2004 Motion” means the *Motion Of Official Committee Of Unsecured Creditors For The Entry Of An Order Pursuant To Bankruptcy Code Section 105 And Federal Rules Of Bankruptcy Procedure 2004, 9006, And 9016 Authorizing Expedited Discovery Of The Debtors And Third Parties*, filed concurrently herewith.

53. “Schipani First Day Declaration” means the Declaration of Ralph Schipani, Interim Chief Executive Officer of Nine West Holdings, Inc. in Support of Debtors’ Chapter 11 Petitions and First Day Motions [Dkt. No. 6].

54. [REDACTED]

55. “Stuart Weitzman” means Stuart Weitzman Holdings LLC (DE).

56. [REDACTED]

57. “Sycamore” means Sycamore Partners Management, L.P. and its affiliated funds and entities, predecessors, successors, and each of their respective partners, principals, officers, directors, attorneys, and Professionals, and other advisors, agents, employees, representatives, and other persons acting or purporting to act on their behalf.

58. “Wells Fargo” means Wells Fargo Bank, National Association and its affiliated entities, predecessors, successors, and each of their respective partners, principals, officers, directors, attorneys, and Professionals, and other advisors, agents, employees, representatives, and other persons acting or purporting to act on their behalf.

59. “You” or “Your” means [insert specific party to whom the Requests are directed].

INSTRUCTIONS

1. The preceding definitions apply to these Instructions and each of the succeeding Requests.

2. All terms defined above shall have the meanings set forth therein, whether capitalized in the Requests or not.

3. You are required to produce all responsive documents in your possession, custody, or control, wherever located, including without limitation those in the custody of your representatives, agents, Professionals, affiliates, or anyone acting on your behalf.

4. These Requests are for documents only to the extent they have not already been provided to the Committee and/or the Additional Directors.

5. These Requests are continuing requests pursuant to the Bankruptcy Rules. You must supplement any production of documents that are received, discovered, or created after any of your responses to the Requests, or that are otherwise within your possession, custody, or control, wherever located, including without limitation those in the custody of your representatives, agents, Professional, affiliates, or anyone acting on your behalf.

6. If You object to any part of any Request, You must produce all documents that are responsive to the portions of the Request to which You do not object. You also must state the nature of, and grounds for, the objection.

7. If You cannot comply with any Request in full, You must comply to the fullest extent possible, and You should provide an explanation as to why full compliance is not possible.

8. Where You assert a claim of privilege in objecting to a Request and withhold a responsive document on this basis, You must provide a privilege log setting forth (a) the nature of the privilege being claimed, (b) the type of document being withheld, (c) the general subject matter of the document, (d) the date of the document, and (e) such other information sufficient to Identify the document, including, where appropriate, the author of the document, the title or subject line of the document, the addressee of the document, and, where not apparent, the relationship of the author and the addressee to each other.

9. If a document contains both privileged and non-privileged material, You must disclose the non-privileged material to the fullest extent possible without thereby disclosing the privileged material. If a party asserts a privilege to part of the material contained in a document, the party asserting the privilege must clearly indicate the portions as to which it claims the privilege. When a document has been redacted or altered in any fashion, You must Identify as to

each document the reason for the redaction or alteration, the date of the redaction or alteration, and the person performing the redaction or alteration. Any redaction must be clearly visible on the redacted documents.

10. All documents shall be produced on a DVD or CD in TIFF format with OCR images and load files.

11. All documents produced pursuant to the Requests shall be produced with an accompanying index that states the following metadata:

- a. Date created/sent;
- b. Author;
- c. Recipients;
- d. cc – copies; and
- e. bcc – blind copies.

12. If any document called for by these Requests has been destroyed or discarded, You must Identify that document in writing by providing the following information: (a) any sender/author and any addressee; (b) any indicated or blind copies; (c) the document's date, subject matter, number of pages, and attachments or appendices; (d) all persons to whom the document was distributed, shown, or explained; (e) its date of destruction or discard, manner of destruction or discard, and reason for destruction or discard; (f) the persons who authorized and carried out such destruction or discard; and (g) whether any copies of the document presently exist and, if so, the name of the custodian of each copy.

13. Any copy of a document that varies in any way whatsoever from the original or from any other copy of the document, whether by reason or any handwritten mark or other notation or any omission, is a separate document and must be produced, whether or not the

original of such a document is within your possession, custody, or control. A request for any document includes a request for all drafts thereof, and all revisions and modifications thereto, including any red-lined versions or document comparisons, in addition to the document itself. Each document is to be produced in its entirety, without abbreviation or expurgation.

14. In producing documents, all documents that are physically attached to each other, or segregated or separated from other documents, when originally located, should be produced as is. If no document exists that is responsive to a particular request, You must state so in writing.

15. Except where otherwise specified, the Document Requests directed at the Debtors, Sycamore, KKR, PJS, and [REDACTED] seek documents dated, created, or otherwise obtained on or between January 1, 2013 and December 31, 2014. The Document Requests directed at Wells Fargo, Bank of America, Morgan Stanley, and Citigroup seek documents dated, created, or otherwise obtained on or between June 30, 2013 and June 30, 2014.

DOCUMENT REQUESTS

I. For the Debtors

1. All valuation models prepared by the Debtors for the Jones Group, RemainCo, and/or any or all of the Carve-Out Assets in connection with the 2014 LBO, including key assumptions and supporting analyses.

2. All valuation models or any other Document, including any PowerPoint presentations, Concerning the purchase prices for the Carve-Out Assets.

3. All Document and Communication Concerning the allocation of the Jones Group's net working capital assets and liabilities across RemainCo and the Carve-Out Assets, including but not limited to post-LBO closing schedules or trial balances and the [REDACTED]

[REDACTED]

[REDACTED].

4. All Communications with Moody's Investors Service regarding the 2014 LBO and/or contemporaneous or subsequent downgrades of the Debtors' funded debt in connection with the 2014 LBO.

5. All 2013 and 2014 monthly or quarterly internal management reports for brands, business lines, or business segments of the Jones Group and/or RemainCo.

6. [REDACTED]

[REDACTED]

[REDACTED].

7. Detailed consolidated trial balances and charts of accounts illustrating each legal entity that was rolled up into RemainCo as of December 31, 2013 and March 31, 2014.

8. All sales representative forecasts and/or call logs Concerning the Jones Group in 2013 and the first quarter of 2014.

9. Monthly Footwear and Jeanswear open order reports from January 2012 through December 2015 with prior year comparisons.

10. All Communications between You and any of PJS, Citigroup, Sycamore, Morgan Stanley, Wells Fargo, Bank of America, KKR, or [REDACTED] directly or indirectly relating to 2013 EBITDA, 2013 Adjusted EBITDA, or any EBITDA projection for the Jones Group, RemainCo, and/or any or all of the Carve-Out Assets.

11. All Communications between You and any of PJS, Citigroup, Sycamore, Morgan Stanley, Wells Fargo, Bank of America, KKR, or [REDACTED], directly or indirectly relating to

any valuation, solvency opinion, forecast, fairness opinion, debt offering, or exchange offer, prepared or issued in connection with the 2014 LBO or Carve-Out Transactions.

12. All four-walls analyses and/or presentations illustrating the estimated cost savings and/or impact on EBITDA resulting from the store closures implemented or intended to be implemented for the Jones Group and/or RemainCo.

13. All brand profit analyses illustrating the cost savings and/or impact on EBITDA resulting from the brand closures implemented or intended to be implemented for the Jones Group and/or RemainCo.

14. All Documents or Communications Concerning [REDACTED]

[REDACTED]

15. All versions of the [REDACTED]

[REDACTED]

16. All documents supplied by the Debtors to (a) Citigroup and/or (b) PJS to prepare the Citigroup Fairness Opinion and/or the PJS Fairness Opinion, and all Communications Concerning the Citigroup Fairness Opinion and/or the PJS Fairness Opinion.

17. All Documents [REDACTED]

[REDACTED]

18. All [REDACTED]

[REDACTED]

19. Documents sufficient to [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED].

20. Documents sufficient to [REDACTED]

[REDACTED]

[REDACTED].

21. Documents sufficient [REDACTED]

[REDACTED]

[REDACTED].

22. Documents sufficient to show whether the audit referenced in the Regulation G 8-K for the Jones Group, dated February 13, 2014 was ever completed, and, if it was completed, any reports approving the allocation of historical revenues and expenses to RemainCo.

23. Documents sufficient to show [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED].

24. All Documents [REDACTED]

[REDACTED].

25. All Communications Concerning [REDACTED]

[REDACTED].

26. All Documents supplied to [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED].

27. The [REDACTED].

28. All Documents and Communications Concerning the calculation of the Jones Group's Regulation G Adjusted EBITDA for 2013

29. All detailed analyses of the "add backs" and other overhead expense allocations used by Sycamore (and/or the Jones Group's management) to derive the adjusted EBITDA or the adjusted pro forma EBITDA by segment for 2013.

30. All customer-level projections prepared for 2014, 2015, and 2016 Concerning the Jones Group and/or RemainCo, including but not limited to any projects or budgets created for:

a. Customers of Footwear, including: [REDACTED]
[REDACTED]
[REDACTED]; and

b. Customers of Jeanswear, including: [REDACTED]
[REDACTED]

31. All analyses supporting the earnings adjustments included in Your financial projections for the Jones Group, the Debtors, or any division or business thereof through 2017.

32. All Documents [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED].

33. All impairment analyses and related correspondence Concerning the Jones Group and/or RemainCo prepared by You and/or Your auditors for 2012 through 2015 which resulted in goodwill and/or trademark impairments.

34. The presentation by the senior management team to review “ongoing challenges” on February 22, 2013 referenced on page 34 of the Jones Group’s March 6, 2014 proxy statement.

35. The presentation by senior management on April 18, 2013 referenced on page 35 of the Jones Group’s March 6, 2014 proxy statement.

36. Citigroup’s April 30, 2013 presentation of strategic alternatives referenced on page 36 of the Jones Group’s March 6, 2014 proxy statement.

37. The confidential information memorandum Citigroup prepared after the May 8, 2013 board meeting referenced on page 37 of the Jones Group’s March 6, 2014 proxy statement.

38. The closing binder for the Merger Agreement.

39. To the extent not duplicative of the request above, all Documents referenced in the Merger Agreement and any amendment, modification or restatement thereof, including but not limited to the “Parent Disclosure Letter,” the “Company Disclosure Letter,” and the “Debt Financing Commitment” and the “Articles of Merger.”

40. The “Carveout Purchase Agreements” as defined in the recitals of the Merger Agreement; any amendment, modification, or restatement of each; and all exhibits and schedules attached thereto.

41. To the extent not duplicative of the request above, the closing binders for the “Carveout Transactions” as defined in the Recitals of the Merger Agreement.

42. All documents [REDACTED]

[REDACTED]

[REDACTED].

43. All articles of merger entered into pursuant to the Carveout Purchase Agreements as defined in Section 6.17 of the Merger Agreement and filed with the relevant state agency.
44. All minutes and resolutions of the Jones Group (or applicable subsidiary or affiliate) approving the 2014 LBO and the Carve-Out Transactions.
45. The final set of audited financial statements prepared for each of the issuers of the 2034 Notes before the closing of the Merger.
46. The first set of audited financial statements prepared for Nine West Holdings, Inc. after the closing of the Merger.
47. Documents related to the structure, planning, and negotiation of the Carve-Out Transactions, including, but not limited to: any term sheets; summaries; or other documents relating to the timing or sequencing of the 2014 LBO and the Carve-Out Transactions.
48. All flow-of-funds and similar Documents demonstrating money transfers to be made in connection with, and all wire transfer or other payment instructions and confirmations issued in connection with, the 2014 LBO and the Carve-Out Transactions.
49. All annual and quarterly reports prepared pursuant to Section 4.02 of the 2034 Indenture from the third quarter of 2013 (before the Merger Agreement was executed) until the present.
50. Documents sufficient to show which entity or entities paid principal, interest, or other amounts related to the Debtors' funded debt.
51. With respect to the Proxy Statement:
 - a. All Documents Concerning the calculation of the 2013 Adjusted Operating Income, Adjusted EBITDA, and Pro Forma Adjusted EBITDA for Nine West Holdings, Inc.; and

- b. All Documents Concerning the “available information and certain assumptions” referenced in the first sentence of the second paragraph on page 10 of the Proxy Statement.
52. With respect to the Offer to Exchange:
- a. All Documents [REDACTED]
[REDACTED]
[REDACTED];
 - b. All Documents sufficient to [REDACTED]
[REDACTED]
[REDACTED];
 - c. All document sufficient to [REDACTED]
[REDACTED]
[REDACTED]; and
 - d. All Documents sufficient to [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED].
53. With respect to the [REDACTED]:
- a. All Documents Concerning [REDACTED]
[REDACTED]
[REDACTED];

- b. All Documents Concerning [REDACTED]
[REDACTED]
[REDACTED];
 - c. All Documents Concerning [REDACTED]
[REDACTED]
[REDACTED]; and
 - d. All Documents sufficient to [REDACTED]
[REDACTED]
[REDACTED].
54. With respect to the [REDACTED]:
- a. All Documents Concerning [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED].
 - b. All documents [REDACTED]
[REDACTED]
[REDACTED]; and
 - c. All Documents Concerning [REDACTED]
[REDACTED].
55. All litigation hold notices issued regarding the 2014 LBO or Carve-Out Transactions.
56. All Documents sufficient to show document retention policies in place since January 1, 2013.

57. All corporate organizational Documents of the Debtors, that were and/or are operative at the time of or after the 2014 LBO, including but not limited to any by-laws, certificates of and/or articles of incorporation of the Debtors and/or their affiliates.

58. Documents and Communications sufficient to show any dividends paid to Sycamore by either the Debtors or the Jones Apparel Business, Kurt Geiger, or Stuart Weitzman.

59. All agreements or side letters between and amongst the Jones Group, Jasper Parent LLC, and Jasper Merger Sub, Inc. or any of their respective affiliates that are related or ancillary to, or were contemporaneously executed with, the Merger Agreement.

60. Documents sufficient to show any actual, potential, proposed, or contemplated transactions subsequent to the Merger Agreement between (i) the Jones Group Inc., Nine West Holdings, Inc., and/or their Affiliates and (ii) Sycamore and/or its Affiliates, including but not limited to the transfer or sale of the Carve-Out Assets to Sycamore or any of its Affiliates.

61. All analyst or industry reports and/or outlooks published from 2013 to 2015 addressing the industry in which the Jones Group Inc., Nine West Holdings, Inc., any of their Affiliates, and/or the Carve-Out Assets operate, including but not limited to any analysis prepared by the NPD Group, Inc.

62. Any fairness or solvency opinions requested by or delivered to Nine West Holdings, Inc., The Jones Group Inc., either of their Boards or any subset of their Boards, or Sycamore in connection with any dividend transaction.

63. All Documents and Communications reflecting or Concerning shared or ongoing servicing, licensing, transition, IP-sharing, or similar agreements between (i) Sycamore or any of its Affiliates and (ii) Nine West Holdings, Inc., any of its Affiliates, or any asset, product line, or entity previously held by the Jones Group and/or Nine West Holdings, Inc.

64. All Documents and Communications Concerning the merger of the Jones Group (or any of its Affiliates) with Jones Apparel Group USA, Inc., Jones Investment Company, Jones Apparel Group Holdings, Inc., and/or JAG Footwear, Accessories and Retail Corporation.

65. Documents sufficient to show any transfer of assets formerly held by Jones Apparel Group USA, Inc., Jones Investment Company, Jones Apparel Group Holdings, Inc., and/or JAG Footwear, Accessories and Retail Corporation.

66. Documents sufficient to show any transfer of assets among the Debtor entities.

67. Organizational charts sufficient to identify the Jones Apparel Business, the Kurt Geiger Business, and the Stuart Weitzman Business, and/or their constituent pieces, following the Carve-Out Transactions, and organizational charts for each Debtor entity and/or its constituent pieces prior to and following the Carve-Out Transactions.

68. All Documents and Communications Concerning the [REDACTED]

69. All agreements, including but not limited to any agreement relating to ongoing servicing, licensing, transition, or IP-sharing, between (i) Sycamore or any of its Affiliates and (ii) Nine West Holdings, Inc., any of its Affiliates, or any asset, product line, or entity previously held by the Jones Group and/or Nine West Holdings, Inc.

70. All agreements, including but not limited to any agreement relating to ongoing servicing, licensing, transition, or IP-sharing, between (i) any entity of which 30% or more is owned by Sycamore or any of its Affiliates and (ii) Nine West Holdings, Inc., any of its Affiliates, or any asset, product line, or entity previously held by the Jones Group and/or Nine West Holdings, Inc.

71. All Documents and Communications, including but not limited to any fairness or solvency opinions, historical financial statements, valuations, appraisals, projections, and/or forecasts, Concerning any actual, potential, proposed, or contemplated transactions subsequent to the Merger between Sycamore and/or its Affiliates and any other party relating to any asset, product line, or entity held or previously held by the Jones Group or Nine West Holdings, Inc., including but not limited to:

- a. The Coach, Inc. acquisition of Stuart Weitzman in May 2015;
- b. The Authentic Brands Group LLC acquisition of Jones New York in April 2015;
and
- c. The private equity group Cinven's acquisition of Kurt Geiger in February 2016.

72. All Documents and Communications Concerning any actual, potential, proposed, or contemplated transactions subsequent to the Merger between (i) Nine West Holdings, Inc. and/or its Affiliates and (ii) Sycamore and/or its Affiliates, including the 2017 sale of the Kasper Group from Sycamore to Nine West Holdings, Inc., including but not limited to any fairness or solvency opinions, historical financial statements, valuations, appraisals, projections, and/or forecasts.

73. All Documents and Communications Concerning any actual, potential, proposed, or contemplated dividends from Nine West Holdings, Inc., Stuart Weitzman, Jones New York, or Kurt Geiger, and/or their Affiliates, including but not limited to (i) all internal and external Communications (including all information, projections, and/or forecasts), (ii) any analysis performed in connection with the dividends, (iii) all Board of Directors meeting minutes and materials, and (iv) any related solvency opinions.

74. All Documents and Communications concerning any analysis of potential estate claims or causes of action, including but not limited to any analysis of Nine West Holdings, Inc.'s or any of its affiliates' financial condition at the time of the LBO or Carve-Out Transactions, and/or any analysis of the value of the Carve-Out Assets at the time of the LBO or Carve-Out Transactions.

75. All board minutes of the Jones Group from January 1, 2013 through May 1, 2014.

76. All board minutes of Nine West Holdings, Inc. and its Affiliates.

77. All insurance policies providing any insurance coverage to the officers and directors of the Jones Group or RemainCo in effect from December 1, 2013 through the present.

78. Any notice of loss or insurance claim filed by You or any of Your affiliates with insurers Concerning the Jones Group or RemainCo, or any asset, product line, or entity previously held by the Jones Group and/or RemainCo from December 1, 2013 through the present, and all Documents and Communications Concerning such notices and claims.

79. All state, federal, and local tax filings covering Nine West Holdings, Inc., any of its Affiliates, or any asset, product line, or entity previously held by the Jones Group and/or Nine West Holdings, Inc. from December 1, 2013 through the present.

80. All Documents and Communications Concerning the Debtors' net operating losses.

81. All Documents and Communications reflecting or Concerning Sycamore's (or any of its Affiliates') use of the Debtors' net operating losses.

82. All Documents and Communications Concerning any agreement between the Debtors and Jasper Parent LLC, or Sycamore (or any of their Affiliates) Concerning consolidated or combined tax reporting, including but not limited to any tax sharing agreement.

83. Documents sufficient to show the custodians and search terms used to locate information provided to the Additional Directors and/or Munger, Tolles & Olson LLP or BRG, acting in their capacity as legal counsel and financial advisor, respectively, to the Additional Directors.

84. All Documents and Communications Concerning [REDACTED]

[REDACTED]

II. For Sycamore

1. All valuation models prepared for the Jones Group, RemainCo, and each of the Carve-Out Assets in connection with the 2014 LBO or Carve-Out Transactions, including key assumptions and supporting analyses.
2. All Documents and Communications Concerning any forecast for the Jones Group, RemainCo, or any of the Carve-Out Assets.
3. All analyses of the “add backs” and other overhead expense allocations used by Sycamore (and/or the Jones Group management) to derive the adjusted EBITDA or the adjusted pro forma EBITDA by segment for 2013.
4. All Documents provided by You to [REDACTED]
[REDACTED]
[REDACTED].
5. All Documents provided by You to [REDACTED]
[REDACTED].
6. All Documents provided by You to [REDACTED]
[REDACTED].
7. All Documents provided by You to [REDACTED]
[REDACTED].
8. All Documents provided by You to [REDACTED]
[REDACTED].
9. The final GAAP basis audited and unaudited post-LBO balance sheet for RemainCo after all fees, closing adjustments, and the Carve-Out Transactions.

10. All industry outlook reports or other publications supporting the revenue growth assumptions in any forecast prepared for the Jones Group, RemainCo, or any of the Carve-Out Assets.

11. All impairment testing models prepared for the Jones Group or any division or business thereof from January 1, 2013 to December 31, 2015 by You or Your advisors.

12. All versions of Your valuation models for the Jones Group, RemainCo, and each of the Carve-Out Assets.

13. All Sycamore valuation models (prepared post-2014 LBO through December 31, 2017) that tie to the following valuations:

- a. [REDACTED];
- b. [REDACTED];
- c. [REDACTED];
- d. [REDACTED];
- e. [REDACTED];
- f. [REDACTED];
- g. [REDACTED];

- h. [REDACTED];
- i. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED];
- j. [REDACTED]
[REDACTED]
[REDACTED];
- k. [REDACTED]
[REDACTED];
- l. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED];
- m. [REDACTED];
- n. [REDACTED]
[REDACTED]; and
- o. [REDACTED]
[REDACTED].

14. All computations, accounting entries and financial statements that would illustrate the book and tax basis gains realized by Sycamore in connection with the sale of Carve-Out Asset, brand or entity.

15. All analyses supporting the earnings adjustments included in Your financial projections for the Jones Group, the Debtors, or any division or business thereof through 2017.

16. All Documents [REDACTED]

[REDACTED]

[REDACTED]:

a. [REDACTED]
[REDACTED]

b. [REDACTED]
[REDACTED];

c. [REDACTED]
[REDACTED]; and

d. [REDACTED]
[REDACTED]
[REDACTED].

17. All Documents [REDACTED]

[REDACTED]

[REDACTED]:

a. [REDACTED]
[REDACTED];

b. [REDACTED]
[REDACTED]
[REDACTED];

- c. [REDACTED]
[REDACTED];
- d. [REDACTED]
[REDACTED] and
- e. [REDACTED]
[REDACTED].

18. All Documents Concerning the consideration of and rationale for the Carve-Out Transactions.

19. Documents sufficient to show [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED].

20. All Documents supporting the [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED].

21. Documents sufficient to show [REDACTED]
[REDACTED].

22. All Communications between You and any of the Jones Group, PJS, Citigroup, Morgan Stanley, Wells Fargo, Bank of America, KKR, or [REDACTED] directly or indirectly relating to any valuation, solvency opinion, forecast, fairness opinion, debt offering, or exchange offer, prepared or issued in connection with the 2014 LBO.

23. All valuation models or any other Document, including any PowerPoint presentations, Concerning the purchase prices for the Carve-Out Assets, including all key assumptions and supporting analyses.

24. All Document and Communication Concerning the allocation of the Jones Group's net working capital assets and liabilities across RemainCo and the Carve-Out Assets, including but not limited to post-LBO closing schedules or trial balances and the [REDACTED]

[REDACTED]

25. All Communications with Moody's Investors Service regarding the 2014 LBO and/or contemporaneous and subsequent downgrades of the Debtors' funded debt in connection with the 2014 LBO.

26. All 2013 monthly or quarterly internal management reports prepared by the Jones Group for brands, business lines, or business segments.

27. [REDACTED]

[REDACTED]

28. Detailed consolidating trial balances and charts of accounts illustrating each legal entity that was rolled up into RemainCo as of December 31, 2013 and March 31, 2014.

29. All sales representative forecasts and/or call logs prepared in 2013 and the first quarter of 2014.

30. Monthly Footwear and Jeanswear open order reports from January 2012 through December 2015 with prior year comparisons.

31. Actual quarterly segment profits and losses statements to compute the trailing twelve months EBITDA in Your internal valuations of RemainCo and the Carve-Out Assets that were prepared after the 2014 LBO.

32. All four-walls analyses and/or presentations illustrating the estimated cost savings and/or impact on EBITDA resulting from the store closures implemented or intended to be implemented in connection with the 2014 LBO.

33. All brand profit analyses illustrating the cost savings and/or impact on EBITDA resulting from the brand closures implemented or intended to be implemented in connection with the 2014 LBO.

34. All Documents or Communications Concerning [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED].

35. All Documents supporting [REDACTED]

[REDACTED]

[REDACTED].

36. Detailed trailing twelve months quarterly profit and loss statements for the second quarter of 2014 [REDACTED]

[REDACTED].

37. All Documents relating to Sycamore's investment in the Jones Group, RemainCo and the Carve-Out Assets, including but not limited to investment committee memoranda Concerning the 2014 LBO and/or the Carve-Out Transactions, investment committee

memoranda Concerning RemainCo and the Carve-Out Assets subsequent to the 2014 LBO, and Communications with investors Concerning the 2014 LBO and/or the Carve-Out Transactions.

38. The closing binder for the Merger Agreement.

39. To the extent not duplicative of the request above, all Documents referenced in the Merger Agreement and any amendment, modification, or restatement thereof, including but not limited to the “Parent Disclosure Letter,” the “Company Disclosure Letter,” and the “Debt Financing Commitment” and the “Articles of Merger.”

40. The “Carveout Purchase Agreements” as defined in the recitals of the Merger Agreement; any amendment, modification, or restatement of each; and all exhibits and schedules attached thereto.

41. To the extent not duplicative of the request above, the closing binders for the “Carveout Transactions” as defined in the Recitals of the Merger Agreement.

42. All documents [REDACTED]

[REDACTED]

[REDACTED].

43. All articles of merger entered into pursuant to the Carveout Purchase Agreements as defined in Section 6.17 of the Merger Agreement and filed with the relevant state agency.

44. The final set of audited financial statements prepared for each of the issuers of the 2034 Notes before the closing of the Merger.

45. The first set of audited financial statements prepared for Nine West Holdings, Inc. after the closing of the Merger.

46. Documents related to the structure, planning, and negotiation of the Carve-Out Transactions, including, but not limited to: any term sheets, summaries, or other documents relating to the timing or sequencing of the 2014 LBO and the Carve-Out Transactions.

47. All flow-of-funds and similar Documents demonstrating money transfers to be made in connection with, and all wire transfer or other payment instructions and confirmations issued in connection with, the 2014 LBO and the Carve-Out Transactions.

48. All annual and quarterly reports prepared pursuant to Section 4.02 of the 2034 Indenture from the third quarter of 2013 (before the Merger Agreement was executed) until the present.

49. Documents sufficient to show which entity or entities paid principal, interest, or other amounts related to the Debtors' funded debt.

50. With respect to the Proxy Statement:

- a. All Documents Concerning the calculation of the 2013 Adjusted Operating Income, Adjusted EBITDA, and Pro Forma Adjusted EBITDA for Nine West Holdings, Inc. on page 5; and
- b. All Documents Concerning the "available information and certain assumptions" referenced in the first sentence of the second paragraph on page 10.

51. With respect to the Offer to Exchange:

- a. [REDACTED]
[REDACTED]
[REDACTED];
- b. All Documents sufficient to [REDACTED]
[REDACTED]

[REDACTED]

[REDACTED] and

c. All Documents sufficient to [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

52. All agreements or side letters between and amongst any of the Jones Group, Jasper Parent LLC, Jasper Merger Sub, Inc., Sycamore, or any of their respective affiliates that are related or ancillary, or were contemporaneously executed with, the Merger Agreement.

53. Documents sufficient to show any actual, potential, proposed, or contemplated transactions subsequent to the Merger Agreement between (i) the Jones Group, Nine West Holdings, Inc. and/or their affiliates and (ii) You.

54. All analyst or industry reports and/or outlooks published from 2013 to 2015 addressing the industry in which the Jones Group, Nine West Holdings, Inc., any of their affiliates, and/or the Carve-Out Assets operate, including but not limited to any analysis prepared by the NPD Group, Inc.

55. All fairness or solvency opinions requested by or delivered to You in connection with the Merger, Carve-Out Transactions, or any dividend transaction involving the Debtors.

56. All Documents and Communications provided to any entity preparing a fairness or solvency opinion for You in connection with the Merger, Carve-Out Transactions, subsequent sale of any of the Carve-Out Assets or a portion thereof, or any dividend transaction involving the Debtors.

57. All Communications Concerning the solicitation or negotiation of any debt and/or equity commitments and the substantive terms thereof (including all information, projections, and/or forecasts provided to potential lenders or investors) for Your purchase of the Carve-Out Assets.

58. Any analyses performed in connection with any actual, potential, proposed, or contemplated debt financing for Your purchase of the Carve-Out Assets.

59. All debt and/or equity commitment letters for Your purchase of the Carve-Out Assets.

60. All Documents and Communications reflecting or Concerning shared or ongoing servicing, licensing, transition, IP-sharing, or similar agreements between (i) You or any of Your Affiliates and (ii) Nine West Holdings, Inc., any of its Affiliates, or any asset, product line, or entity previously held by the Jones Group and/or Nine West Holdings, Inc.

61. All Documents and Communications Concerning the merger of the Jones Group (or any of its affiliates) with Jones Apparel Group USA, Inc., Jones Investment Company, Jones Apparel Group Holdings, Inc., and/or JAG Footwear, Accessories and Retail Corporation.

62. All Documents and Communications Concerning any transfer of assets formerly held by Jones Apparel Group USA, Inc., Jones Investment Company, Jones Apparel Group Holdings, Inc., and/or JAG Footwear, Accessories and Retail Corporation.

63. Organizational charts sufficient to identify the Jones Apparel Business, Kurt Geiger, and Stuart Weitzman, and/or their constituent pieces, following the Carve-Out Transactions, and organizational charts for each Debtor entity and/or its constituent pieces prior to and following the Carve-Out Transactions.

64. All Documents and Communications Concerning the [REDACTED]

65. All agreements, including but not limited to any agreement relating to ongoing servicing, licensing, transition, or IP-sharing, between (i) Sycamore or any of its affiliates and (ii) Nine West Holdings, Inc., any of its affiliates, or any asset, product line, or entity previously held by the Jones Group and/or Nine West Holdings, Inc.

66. All agreements, including but not limited to any agreement relating to ongoing servicing, licensing, transition, or IP-sharing, between (i) any entity of which 30% or more is owned by Sycamore or any of its affiliates and (ii) Nine West Holdings, Inc., any of its affiliates, or any asset, product line, or entity previously held by the Jones Group and/or Nine West Holdings, Inc.

67. All Documents and Communications, including but not limited to any fairness or solvency opinions, historical financial statements, valuations, appraisals, projections and/or forecasts, Concerning any actual, potential, proposed, or contemplated transactions subsequent to the Merger between You and/or Your affiliates and any other party relating to any asset, product line, or entity held or previously held by the Jones Group or Nine West Holdings, Inc., including but not limited to:

- a. The Coach, Inc. acquisition of Stuart Weitzman in May 2015;
- b. The Authentic Brands Group LLC acquisition of Jones New York in April 2015;
and
- c. Cinven Partner LLP's acquisition of Kurt Geiger in February 2016.

68. All Documents and Communications Concerning any actual, potential, proposed, or contemplated transactions subsequent to the Merger between (i) Nine West Holdings, Inc.

and/or its Affiliates and (ii) Sycamore and/or its affiliates, including the 2017 sale of the Kasper Group from Sycamore to Nine West Holdings, Inc., including but not limited to any fairness or solvency opinions, historical financial statements, valuations, appraisals, projections, and/or forecasts.

69. All Documents and Communication Concerning the December 2016 sale of Easy Spirit to Marc Fisher Footwear, including but not limited to any fairness or solvency opinions, valuations, appraisals, projections, and/or forecasts, and Documents and Communications Concerning the use of proceeds received in such sales.

70. All Documents and Communications Concerning any actual, potential, proposed or contemplated dividends from Nine West Holdings, Inc., Stuart Weitzman, the Jones Apparel Business, or Kurt Geiger, and/or their affiliates, including but not limited to (i) all internal and external Communications (including all information, projections and/or forecasts), (ii) any analysis performed in connection with the dividends, (iii) all Board of Directors meeting minutes and materials, and (iv) any related solvency opinions.

71. All Documents and Communications Concerning any analysis of potential estate claims or causes of action, including but not limited to any analysis of Nine West Holdings, Inc.'s or any of its affiliates' financial condition at the time of the 2014 LBO or Carve-Out Transactions, and/or any analysis of the value of the Carve-Out Assets at the time of the 2014 LBO or Carve-Out Transactions.

72. All board minutes of You or Your affiliates Concerning the 2014 LBO, Carve-Out Transactions, or assets, product lines, or entities currently or previously held by the Jones Group and/or Nine West Holdings, Inc.

73. All insurance policies providing any insurance coverage to the officers and directors of the Jones Group or RemainCo in effect from December 1, 2013 through the present.

74. Any notice of loss or insurance claim filed by You or any of Your affiliates with insurers Concerning the Jones Group or RemainCo, or any asset, product line, or entity previously held by the Jones Group and/or RemainCo from December 1, 2013 through the present, and all Documents and Communications Concerning such notices and claims.

75. All state, federal, and local tax filings covering Nine West Holdings, Inc., any of its affiliates, or any asset, product line, or entity previously held by the Jones Group and/or Nine West Holdings, Inc. from December 1, 2013 through the present.

76. All Documents and Communications reflecting or Concerning Sycamore's (or any of its affiliates') use of Nine West Holdings, Inc.'s or any of its affiliates' net operating losses.

77. All Documents and Communications reflecting or Concerning [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED].

78. All Documents and Communications Concerning any agreement between the Debtors and Jasper Parent LLC, or You Concerning consolidated or combined tax reporting, including but not limited to any tax sharing agreement.

79. Documents sufficient to show the custodians and search terms used to locate information provided to the Additional Directors and/or Munger, Tolles & Olson LLP or BRG, acting in their capacity as legal counsel and financial advisor, respectively, to the Additional Directors.

80. Documents sufficient to show the relationship between [REDACTED] and You or any of Your affiliates, including but not limited to all instances in which [REDACTED] has provided services (including fairness or solvency opinions) to You or any of Your affiliates or portfolio companies over the last ten years.

81. All Documents and Communications Concerning [REDACTED]
[REDACTED].

82. All litigation hold notices issued regarding the 2014 LBO or Carve-Out Transactions.

83. All Documents sufficient to show document retention policies in place since January 1, 2013.

III. For [REDACTED]

1. All versions of the [REDACTED]
[REDACTED]
[REDACTED].
2. All Documents transmitted to [REDACTED] or collected by [REDACTED] in connection with the [REDACTED].
3. All Documents transmitted to [REDACTED] or collected by [REDACTED] in connection with the preparation of the [REDACTED].
4. All Documents transmitted to [REDACTED] or collected by [REDACTED] in connection with the preparation of the [REDACTED].
5. All Documents transmitted to [REDACTED] or collected by [REDACTED] in connection with the preparation of the [REDACTED].
6. All Documents and Communications Concerning [REDACTED]
[REDACTED], the Citigroup Fairness Opinion, or the PJS Fairness Opinion.
7. All Documents and Communications Concerning the [REDACTED].
8. All Documents and Communications with Sycamore Concerning any solvency opinion or fairness opinion in connection with the Debtors or their businesses.
9. All Documents and Communications Concerning any forecast for the Jones Group, RemainCo, or any of the Carve-Out Assets.
10. All Documents and Communications Concerning RemainCo's 2013 adjusted EBITDA of \$198 million and the \$38 million add backs to yield a \$236 million pro forma adjusted EBITDA.

11. Documents sufficient to show [REDACTED].

12. To the extent not covered by other Requests, all Communications between You and any of the Jones Group, PJS, Citigroup, Sycamore, Morgan Stanley, Wells Fargo, Bank of America, or KKR, directly or indirectly relating to any valuation, solvency opinion, forecast, fairness opinion, debt offering, or exchange offer, prepared or issued in connection with the 2014 LBO, the Carve-Out Transactions, or Carve-Out Assets.

13. All valuation models or any other Document, including any PowerPoint presentations, Concerning the purchase prices for the Carve-Out Assets.

14. All Communications directly or indirectly relating to any projection, valuation, solvency opinion, forecast, or solicitation prepared in connection with the 2014 LBO.

15. All Documents or Communications Concerning the [REDACTED].

16. All Documents supporting [REDACTED].

17. All engagement letters and any other Documents reflecting [REDACTED] in connection with any of the work performed in connection with the Jones Group, Nine West Holdings, the 2014 LBO, the Carve-Out Assets, or Carve-Out Transactions.

18. Documents sufficient to show all other work performed for Sycamore or a Sycamore affiliate from 2010 to the present.

19. To the extent not covered by the other Requests, any analysis for historical financial performance for the Jones Group or any sub part of its businesses, and any forecast or model developed by You or others Concerning the Jones Group, RemainCo, or any of the Carve-Out Assets.

20. All litigation hold notices issued regarding the 2014 LBO or Carve-Out Transactions.

21. All Documents sufficient to show document retention policies in place since January 1, 2013.

IV. For PJS

1. All valuation models prepared by PJS for the Jones Group, RemainCo, and each of the Carve-Out Assets in connection with the 2014 LBO, including all key assumptions and supporting analyses.

2. All Communications between You and any of the Jones Group, Citigroup, Sycamore, Morgan Stanley, Wells Fargo, Bank of America, KKR, or [REDACTED], directly or indirectly relating to any valuation, solvency opinion, forecast, fairness opinion, debt offering, or exchange offer, prepared or issued in connection with the 2014 LBO.

3. All Documents supplied to You in connection with the PJS Fairness Opinion and/or the [REDACTED].

4. All Documents supplied to PJS in connection with [REDACTED]
[REDACTED].

5. All versions of the [REDACTED] and the PJS Fairness Opinion, including the [REDACTED].

6. All Documents and Communications Concerning the [REDACTED].

7. All Documents and Communications Concerning the [REDACTED].

8. Documents sufficient to show [REDACTED]
[REDACTED]
[REDACTED].

9. All valuation models or any other Document, including any PowerPoint presentations, Concerning the purchase prices for the Carve-Out Assets.

10. With respect to the [REDACTED]:

- a. All Documents Concerning [REDACTED]
[REDACTED]
[REDACTED]
 - b. All Documents Concerning [REDACTED]
[REDACTED]
[REDACTED];
 - c. All Documents Concerning [REDACTED]
[REDACTED]
[REDACTED]; and
 - d. All Documents sufficient to [REDACTED]
[REDACTED]
[REDACTED].
11. All litigation hold notices issued regarding the 2014 LBO or Carve-Out Transactions.
12. All Documents sufficient to show document retention policies in place since January 1, 2013.

V. For Citigroup

1. All valuation models prepared by Citigroup for the Jones Group, RemainCo and each of the Carve-Out Assets in connection with the 2014 LBO, including all key assumptions and supporting analyses.

2. All Communications between You and any of the Jones Group, PJS, Sycamore, Morgan Stanley, Wells Fargo, Bank of America, KKR, or [REDACTED], directly or indirectly relating to any valuation, solvency opinion, forecast, fairness opinion, debt offering, or exchange offer, prepared or issued in connection with the 2014 LBO.

3. All Documents supplied to You in connection with the Citigroup Fairness Opinion and/or the [REDACTED].

4. All Documents and Communications Concerning the Citigroup Fairness Opinion and/or the [REDACTED].

5. All versions of the Citigroup Fairness Opinion, including the [REDACTED]
[REDACTED].

6. Documents sufficient to show [REDACTED]
[REDACTED]
[REDACTED].

7. All valuation models or any other Document, including any PowerPoint presentations, Concerning the purchase prices for the Carve-Out Assets.

8. With respect to the [REDACTED]:

a. All Documents Concerning [REDACTED]
[REDACTED]

[REDACTED]

[REDACTED];

b. All Documents Concerning [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED].

9. All litigation hold notices issued regarding the 2014 LBO or Carve-Out Transactions.

10. All Documents sufficient to show document retention policies in place since January 1, 2013.

VI. For Morgan Stanley

1. All Communications between You and any of the Jones Group, PJS, Citigroup, Sycamore, Wells Fargo, Bank of America, KKR, or [REDACTED], directly or indirectly relating to any valuation, solvency opinion, forecast, fairness opinion, debt offering, or exchange offer, prepared or issued in connection with the 2014 LBO.

2. All Documents supplied to You in connection with the Offer to Exchange, including but not limited to:

a. All Documents [REDACTED]
[REDACTED]
[REDACTED]

b. All Documents sufficient to [REDACTED]
[REDACTED]
[REDACTED]; and

c. All Documents sufficient to [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]”

3. All Documents supplied to You in connection with any other funded debt of the Jones Group, RemainCo, and/or the Carve-Out Assets in which You served a role in arranging or soliciting such debt.

4. All Communications between You and any of the Jones Group, PJS, Citigroup, Sycamore, Wells Fargo, Bank of America, KKR, or [REDACTED], directly or indirectly relating to any valuation, solvency opinion, forecast, fairness opinion, debt offering, or exchange offer, prepared in connection with the 2014 LBO.

5. All Documents Concerning RemainCo's 2013 adjusted EBITDA of \$198 million and the \$38 million add backs to yield a \$236 million pro forma adjusted EBITDA.

6. All litigation hold notices issued regarding the 2014 LBO or Carve-Out Transactions.

7. All Documents sufficient to show document retention policies in place since January 1, 2013.

VII. For Wells Fargo

1. All Documents [REDACTED]

[REDACTED]

[REDACTED]:

a. [REDACTED]

[REDACTED]”;

b. [REDACTED]

[REDACTED]

[REDACTED];

c. [REDACTED]

[REDACTED]

d. [REDACTED]

[REDACTED]; and

e. [REDACTED]

[REDACTED].

2. All Communications between You and any of the Jones Group, PJS, Citigroup, Sycamore, Morgan Stanley, Bank of America, KKR, or [REDACTED], directly or indirectly relating to any valuation, solvency opinion, forecast, fairness opinion, debt offering, or exchange offer, prepared or issued in connection with the 2014 LBO.

3. All Documents Concerning RemainCo’s 2013 adjusted EBITDA of \$198 million and the \$38 million add backs to yield a \$236 million pro forma adjusted EBITDA.

4. All litigation hold notices issued regarding the 2014 LBO or Carve-Out Transactions.

5. All Documents sufficient to show document retention policies in place since January 1, 2013.

VIII. For Bank of America

1. All Documents [REDACTED]

[REDACTED]

[REDACTED]

a. [REDACTED]

[REDACTED]”;

b. [REDACTED]

[REDACTED]

[REDACTED];

c. [REDACTED]

[REDACTED]

d. [REDACTED]

[REDACTED]; and

e. [REDACTED]

[REDACTED].

2. All Communications between You and any of the Jones Group, PJS, Citigroup, Sycamore, Morgan Stanley, Wells Fargo, KKR, or [REDACTED], directly or indirectly relating to any valuation, solvency opinion, fairness opinion, forecast, debt offering, or exchange offer, prepared or issued in connection with the 2014 LBO.

3. All Documents Concerning RemainCo’s 2013 adjusted EBITDA of \$198 million and the \$38 million add backs to yield a \$236 million pro forma adjusted EBITDA.

4. All litigation hold notices issued regarding the 2014 LBO or Carve-Out Transactions.

5. All Documents sufficient to show document retention policies in place since January 1, 2013.

IX. For KKR

1. All valuation models prepared for the Jones Group, RemainCo, and each of the Carve-Out Assets in connection with the 2014 LBO or Carve-Out Transactions, including key assumptions and supporting analyses.

2. All industry outlook reports or other publications supporting the revenue growth assumptions in any forecast prepared for the Jones Group, RemainCo, or any of the Carve-Out Assets.

3. All versions of Your valuation models for the Jones Group or any division or business thereof.

4. All Documents Concerning the consideration of and rationale for the Carve-Out Transactions.

5. All Communications between You and any of the Jones Group, Sycamore, PJS, Citigroup, Morgan Stanley, Wells Fargo, Bank of America, or [REDACTED], directly or indirectly relating to any valuation, solvency opinion, forecast, fairness opinion, debt offering, or exchange offer, prepared or issued in connection with the 2014 LBO.

6. All valuation models or any other Document, including any PowerPoint presentations, Concerning the purchase prices for the Carve-Out Assets, including all key assumptions and supporting analyses.

7. All Communications between You and any of the Jones Group, Sycamore, PJS, Citigroup, Morgan Stanley, Wells Fargo, Bank of America, or [REDACTED] Concerning [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED].

8. Documents related to the structure, planning, and negotiation of the Carve-Out Transactions, including, but not limited to: any term sheets, summaries, or other documents relating to the timing or sequencing of the 2014 LBO and the Carve-Out Transactions.

9. All flow-of-funds and similar Documents demonstrating money transfers to be made in connection with, and all wire transfer or other payment instructions and confirmations issued in connection with, the 2014 LBO and the Carve-Out Transactions.

10. With respect to the Offer to Exchange:

a. All Documents [REDACTED]
[REDACTED]
[REDACTED]”;

b. All Documents sufficient [REDACTED]
[REDACTED]
[REDACTED]; and

c. All Documents sufficient to [REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]

[REDACTED]

11. Documents sufficient to show any actual, potential, proposed, or contemplated transactions subsequent to the Merger Agreement between (i) the Jones Group, Nine West Holdings, Inc., and/or their affiliates and (ii) You.

12. All fairness or solvency opinions requested by or delivered to You in connection with the Merger, Carve-Out Transactions, or any dividend transaction involving the Debtors.

13. All Documents and Communications provided to any entity preparing a fairness or solvency opinion for You in connection with the Merger, Carve-Out Transactions, subsequent sale of any of the Carve-Out Assets or a portion thereof, or any dividend transaction involving the Debtors.

14. All Documents Concerning the solicitation or negotiation of any debt and/or equity commitments and the substantive terms thereof (including all information, projections, and/or forecasts provided to potential lenders or investors) for Your investment in the entity or entities that purchased the Carve-Out Assets.

15. Any analyses performed in connection with any actual, potential, proposed, or contemplated debt financing for Your investment in the entity or entities that purchased the Carve-Out Assets.

16. All Documents Concerning any transfer of assets formerly held by Jones Apparel Group USA, Inc., Jones Investment Company, Jones Apparel Group Holdings, Inc., and/or JAG Footwear, Accessories and Retail Corporation.

17. All Documents Concerning [REDACTED]

[REDACTED]

18. All Documents, including but not limited to any fairness or solvency opinions, historical financial statements, valuations, appraisals, projections, and/or forecasts, Concerning any actual, potential, proposed, or contemplated transactions subsequent to the Merger between You and/or Your affiliates and any other party relating to any asset, product line, or entity held or previously held by the Jones Group or Nine West Holdings, Inc., including but not limited to:

- a. The Coach, Inc. acquisition of Stuart Weitzman in May 2015;
- b. The Authentic Brands Group LLC acquisition of Jones New York in April 2015;
and
- c. Cinven Partner LLP's acquisition of Kurt Geiger in February 2016.

19. All Documents and Communications Concerning any actual, potential, proposed, or contemplated transactions subsequent to the Merger between (i) Nine West Holdings, Inc. and/or its Affiliates and (ii) You and/or Your affiliates.

20. All Documents and Communications Concerning any forecast for the Jones Group, RemainCo, or any of the Carve-Out Assets.

21. All litigation hold notices issued regarding the 2014 LBO or Carve-Out Transactions.

22. All Documents sufficient to show document retention policies in place since January 1, 2013.

Dated: May 30, 2018
New York, New York

AKIN GUMP STRAUSS HAUER & FELD LLP

By: /s/ David M. Zensky

Daniel H. Golden
David M. Zensky
Arik Preis
Deborah J. Newman
Jason P. Rubin
One Bryant Park
New York, New York 10036
Telephone: (212) 872-1000
Facsimile: (212) 872-1002
dgolden@akingump.com
dzensky@akingump.com
apreis@akingump.com
djnewman@akingump.com
jrubin@akingump.com

*Proposed Counsel to the Official Committee of
Unsecured Creditors of Nine West Holdings, Inc.,
et al.*